



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, September 15, 2025 | 6:30 PM

Ryan P. Shirley, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

"Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007."

III. INVOCATION

IV. PRESENTATIONS

- A. Yard of the Month
William J. Davis

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. August 18, 2025 City Council Public Hearing Minutes
- B. August 18, 2025 City Council Meeting and Public Hearing Minutes

VII. OLD BUSINESS

- A. Rescind the motion to deny the August 18, 2025, vote for the Rezoning Case MA-05-2025, applicant, EBC Pinecrest, LLC, 5.45 +/- acres located off of Pine Crest Road, Holly Springs, GA, tax parcels 019, 022 and 022A of tax plat 15N14C, from GC, General Commercial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development.
- B. Reconsider Rezoning Case MA-05-2025, applicant, EBC Pinecrest, LLC, 5.45 +/- acres located off of Pine Crest Road, Holly Springs, GA, tax parcels 019, 022 and 022A of tax plat 15N14C, from GC, General Commercial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development.

- C. Rescind the motion to deny the August 4, 2025, vote for the Cherokee County Zoning Case # 25-08-021 Robert and Mary Stone, tax parcels 15N16 047 and 048, located in unincorporated county on North Rope Mill Road inside the Growth Boundary.
- D. Reconsider recommendation for Cherokee County Zoning Case # 25-08-021 Robert and Mary Stone, tax parcels 15N16 047 and 048, located in unincorporated county on North Rope Mill Road inside the Growth Boundary.

VIII. NEW BUSINESS

- A. Release of Letters of Credit #16523786965, #16528644557, and #16528644565 for Pebblewood Grove.
- B. Resolution to accept and authorize a street to become publicly maintained in Pebblewood Grove subdivision.
- C. Bond Release for Performance Bond #1001161281, Performance Bond #1001177724, and Performance Bond #1001177725 for Enclave at Edgewater.
- D. Award the Holly Springs City Hall Construction Manager at Risk (CMAR) for Value Engineering/Guaranteed Maximum Price (GMP) and Construction Services Contract (RFQ #2025-02) to Gilbane, Inc., DBA Gilbane Building Company in an amount not to exceed \$21,714,431 and authorize the Mayor to execute the Agreement between the City of Holly Springs, Georgia and Gilbane, Inc., DBA Gilbane Building Company upon approval of the City Attorney.
- E. Supplemental Agreement for Professional Architecture/Engineering (AE) Support Services for Value Engineering/Guaranteed Maximum Price (VE/GMP) Phase - City Hall at Holly Springs Town Center, Georgia between the CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia.
- F. Amend the Professional Services proposal from CPL Architects, Engineers, Landscape Architect, and Surveyor D.P.C. (P.C.) dba CPL for the 2025 Stated Cost Limitation Increase (SCL) from \$10,877,697 to \$19,250,000 for the City Hall at Holly Springs Town Center, Georgia, in an amount not to exceed \$262,000.
- G. Easement between Steven Raiford (Grantor) and the City of Holly Springs, Georgia (Grantee) for a temporary construction project at 109 Palm Lake Drive.
- H. Agreement between Flock Group, Inc. and the City of Holly Springs, Georgia for the implementation of the Flock Safety Platform, in the amount of \$86,450.00.
- I. Resolution to open SPLOST VI money market account at South State Bank.

IX. REPORTS

- A. Monthly Departmental Reports

X. ADJOURNMENT

XI. EXECUTIVE SESSION

A. Real Estate

B. Litigation

**City of Holly Springs
City Council Public Hearing Minutes
August 18, 2025
11:00 AM**

Elected Officials Present: Mayor Ryan P. Shirley, Councilman Kyle Whitaker, Councilman Kevin Moore, and Councilman Jeff Wilbur.

Elected Officials Not Present: Mayor Pro Tem Michael Roy Zenchuk II, and Councilwoman Dee Phillips.

Staff Present: City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Finance Director Denise Lamazares, Community Development Director Nancy Moon, Assistant City Clerk Rhonda Pezzello, Assistant City Clerk/Records Manager Lou Stewart, Accounting Specialist Becky Bruce, and Court Administrator Donna Sanders.

I. CALL TO ORDER

Mayor Shirley called the City Council Public Hearing to order.

Mayor Shirley read the Public Participation Policy prior to public comments being made.

II. PUBLIC HEARING/OPEN

Mayor Shirley opened the Public Hearing.

A. 2025 Proposed Millage Rate

Finance Director Denise Lamazares gave an overview of the presentation of staff's recommendation to increase the millage rate from 4.000 mills to 4.945 mills. The rollback rate would be 3.945 mills. The Finance and Administration Committee voted to recommend approval of the 4.945 millage rate at their July 21, 2025 meeting.

III. PUBLIC COMMENTS

No public comments were made.

IV. PUBLIC HEARING/CLOSE

Mayor Shirley closed the Public Hearing.

V. ADJOURNMENT

Councilman Moore made a motion to adjourn the meeting. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk (Seal)

City of Holly Springs, Georgia
City Council Meeting and Public Hearing Minutes
August 18, 2025
6:30 PM

Elected Officials Present: Mayor Ryan P. Shirley, Mayor Pro Tem Michael Roy Zenchuk II, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Kevin Moore, and Councilman Jeff Wilbur.

Elected Officials Not Present: None.

Staff Present: City Attorney Robert M. "Bobby" Dyer, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Police Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, IT/Facilities Manager Ron Carter, Communications and External Affairs Director Erin Honea, Community Development Coordinator Tracey Chambers, Accounting Specialist Becky Bruce, Deputy Chief Greg Clyburn, Captain Casey Barton, Assistant City Clerk Rhonda Pezzello, and Assistant City Clerk/Records Manager Lou Stewart.

I. CALL TO ORDER

Mayor Shirley called the City Council Meeting and Public Hearing to order.

II. PLEDGE OF ALLEGIANCE

Mayor Shirley led the Pledge of Allegiance.

III. INVOCATION

Mayor Pro Tem Zenchuk gave the Invocation.

IV. PRESENTATIONS

A. Yard of the Month

Patricia M. Deigan

B. Recognition of Service

Oma Lou Stewart

Pam Helton from the Georgia Municipal Association (GMA) presented Lou Stewart, the Assistant City Clerk/Records Manager, with the "Lifetime Service Award" from GMA. Additionally, she presented a proclamation honoring Oma "Lou" Stewart for her forty years of distinguished public service from the Georgia Municipal Clerks Association.

V. PUBLIC HEARING/OPEN

Mayor Pro Tem Zenchuk read the Public Participation Policy prior to comments being made. The Public Hearing for the 2025 Proposed Millage Rate adoption was opened by Mayor Shirley.

A. 2025 Proposed Millage Rate

Finance Director Denise Lamazares gave a presentation to the Mayor and Council recommending a 2025 Property Tax Millage Rate increase to cover a projected shortfall in the City's Annual Operating Budget for 2026. The request is to increase the current 4.000 Millage Rate to 4.945 which is an increase of 25.35% over the rollback rate of 3.945.

Mr. Brady Pocsik, resident of Harmony on the Lakes, requested the Mayor and Council not increase taxes by raising the millage rate because he didn't feel the residents should pay for mismanagement of funds. He threatened that the community may seek to secede from the City Limits should the City Council raise the millage rate as proposed. He presented an online petition titled, "Petition Stop The Holly Springs Tax! Secede from Holly Springs."

VI. PUBLIC HEARING/CLOSE

The Public Hearing was closed by Mayor Shirley.

VII. PUBLIC COMMENTS

Representative Brad Thomas voiced his displeasure regarding the way the Growth Boundary Agreement between the County and the City is not being upheld. More specifically involving a recent annexation. Representative Thomas also stated he tried to set up a meeting to discuss this with the City Council but was unable to do so.

Mr. Mike Mulligan, resident of Harmony on the Lakes, had questions for the Council about what the citizens of Holly Springs get for their tax money vs. a Cherokee County resident. He stated his opposition to the tax increase.

VIII. CONSENT AGENDA

A. August 4, 2025 City Council Meeting and Public Hearing minutes.

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

IX. OLD BUSINESS

- A. **MA-05-2025**, applicant, EBC Pinecrest, LLC, requests rezoning of 5.45 +/- acres located off of Pine Crest Road, Holly Springs, GA, tax parcels 019, 022 and 022A of tax plat 15N14C, from GC, General Commercial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development. Councilman Whitaker made a motion to deny Item A. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

X. NEW BUSINESS

- A. **A-01-2025**, applicant, Garrard Development, Inc., requests annexation of 20.11 +/- acres located off of Lower Union Hill Road, Cherokee County, GA, tax parcel 158 of tax plat 15N26.

- B. **MA-03-2025**, applicant, Garrard Development, Inc., requests rezoning of 20.11 +/- acres located off of Lower Union Hill Road, Holly Springs, GA, tax parcel 158 of tax plat 15N26, from NC, Neighborhood Commercial (County), and AG, Agricultural (County), to TND, Traditional Neighborhood Development (City), and MXD, Mixed Use (City).

Mayor Pro Tem Zenchuk made a motion to approve Items A and B with staff stipulations. Councilman Whitaker seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- C. **ORD-5-2025**, amendment to the Holly Springs Zoning Ordinance, Article 2: Interpretations and Definitions to amend definitions and Article 5: District Uses and Regulations to amend permitted uses and conditional uses.

Mayor Pro Tem Zenchuk made a motion to approve Item C. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- D. Intergovernmental Agreement (IGA) among Cherokee County, Georgia and the cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock, Georgia for the use and distribution of proceeds generated from a Transportation Special Purpose Local Option Sales and Use Tax and authorize the Mayor to execute the agreement upon approval of the City Attorney.

Councilman Moore made a motion to approve Item D. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- E. Resolution adopting the Project Wildcat Technical Report; and providing for the implementation of the Wildcat Area Plan.

Councilwoman Phillips made a motion to approve Item E. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- F. Proposal dated July 24, 2025, from BM&K for appraisal services for the Hickory Springs Parkway Project Priority 1 and Priority 2, in an amount not to exceed \$52,500.

Mayor Pro Tem Zenchuk made a motion to approve Item F. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- G. Proposal dated August 7, 2025, from TSF Concrete for the 2025 Sidewalk and Stormwater Catch Basin Top Repairs Project, in an amount not to exceed \$24,845.

Mayor Pro Tem Zenchuk made a motion to approve Item G. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- H. Proposal dated August 7, 2025, from TSF Concrete for the Holly Springs Stormwater Maintenance Project at 103 Childers Road, in an amount not to exceed \$5,850.

Mayor Pro Tem Zenchuk made a motion to approve Item H. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- I. Resolution to amend stormwater service fee rates from \$5.00 per Equivalent Residential Unit (ERU) per month to \$5.42 per ERU per month.

Councilwoman Phillips made a motion to approve Item I. Councilman Wilbur seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- J. Ordinance to set the 2025 Millage Rate of 4.945 mills.

Mayor Pro Tem Zenchuk made a motion to approve Item J. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

K. **REPORTS**

Chief Keheley reported that the Police Department completed their inspection and audit for recertification. The feedback was positive, and they anticipate an approval letter later this year.

Mayor Pro Tem Michael Zenchuk thanked Lou Stewart for her service and said she will be missed.

L. **ADJOURNMENT**

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VII.B.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 15, 2025

AGENDA ITEM: Reconsider Rezoning Case MA-05-2025, applicant, EBC Pinecrest, LLC, 5.45 +/- acres located off of Pine Crest Road, Holly Springs, GA, tax parcels 019, 022 and 022A of tax plat 15N14C, from GC, General Commercial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development.

EXECUTIVE SUMMARY:

The applicant, EBC Pinecrest, LLC, has requested reconsideration of the request to rezone 5.45 +/- acres located off of Pine Crest Road, Holly Springs, GA, tax parcels 019, 022 and 022A of tax plat 15N14C, from GC, General Commercial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development. This application, which consisted of the development of 43 townhomes, was considered and tabled at the August 4, 2025, City Council Meeting. At that time, the City Council requested the provision of additional guest parking, as well as consideration of construction of a connecting sidewalk between Holly Springs Parkway and the development or a contribution towards the construction of the sidewalk. This case was brought back to City Council on August 18, 2025. The applicant increased the number of guest parking spaces from 6 to 20 and offered \$5,000 towards the construction of the sidewalk. The City Council voted at this meeting to deny the request to rezone the property.

The applicant has filed a motion to reconsider this case with the following changes. They have offered to construct the sidewalk between the proposed development and Holly Springs Parkway; however, if they are unable to obtain the right-of-way for the construction of the sidewalk from the current owners, they will donate \$50,000 towards the future construction of the sidewalk.

IS THIS A BUDGETED ITEM? N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Motion for Reconsideration
2. Ordinance and Exhibits

RECOMMENDATION:

The staff recommendation is approval of the application with the following stipulations:

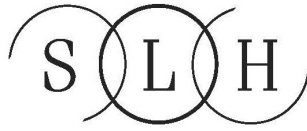
1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. The property shall consist of fee-simple for-sale single-family town homes. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than ten percent.
5. Density shall be limited to a maximum gross density of 7.89 units per acre, or a maximum of 43 fee-simple single-family detached and attached residential dwelling units.
6. The architectural style of all structures shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and shall follow the design guidelines as outlined in the Holly Springs Commercial Corridor Overlay District. The Town Center Architect and the Downtown Development Authority shall approve the elevations for all structures on all parcels prior to issuance of building permits.
7. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
8. Garage doors shall be set back a minimum of 20 feet from the back of sidewalks.
9. Signage at the entrance point shall be ground-based, monument style, in compliance with Article 10, Signs and Outdoor Advertising, Holly Springs Zoning Ordinance, and shall complement the high quality, architectural vision and style of the proposed

homes. The entrance areas shall be professionally designed, landscaped and maintained.

10. Lighting shall be environmentally sensitive, with the developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
12. Entrance design and improvements to Pine Crest Road shall be provided as per the determination and recommendation of the City Engineer. At a minimum, a deceleration lane, closed drainage system with curb and gutter, sidewalk, and pedestrian lighting conforming to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, shall be required along the frontage of Pine Crest Road.
13. All construction and employee vehicles and equipment shall be parked, and otherwise located, on the property during the development of infrastructure and construction of structures and shall not be parked on or along Pine Crest Road or Pinecrest Way. There will be no stacking of vehicles along any roadway waiting for entry onto the property.
14. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$989 per residential unit constructed, and such fee shall be paid prior to the issuance of each building permit.
15. Per offer of developer, a sidewalk shall be constructed along the frontage of parcels 15N14C 023, 15N14C 024, and 15N14C 025 connecting the proposed development to parcel 15N14C 026A. If the developer is unable to obtain right-of-way for the three parcels, a sidewalk improvement fee in the amount of \$50,000 shall be contributed to the City prior to the issuance of the Land Disturbance Permit.
16. Per offer of developer, an easement for right-of-way providing a connection from the proposed roadway to the property line for access to the future Hickory Springs Parkway shall be dedicated and recorded on the final plat, subject to the approval of the City Engineer.

CONCURRENCES:

City Manager
City Engineer



GARVIS L. SAMS, JR.
(1952-2025)
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770•422•7016
TELEPHONE
770•426•6583
FACSIMILE

August 20, 2025

VIA E-MAIL

Ms. Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Pkwy.
Holly Springs, GA 30115

Re: Application of EBC Pinecrest, LLC for Rezoning of 5.45 ± acres of real property located in the City of Holly Springs, Cherokee County, Georgia; Tax Map 15N14C 019, 15N14C 022, 15N14C 022 A; Land Lots 271 & 272, 15th District, 2nd Section.

Dear Nancy:

Last night the city Council denied the above-described zoning case in part due to a concern about the pedestrian/sidewalk connectivity of the proposed neighborhood to the shopping center at the intersection of Pine Crest Road and Holly Springs Parkway. There are three parcels between the proposed neighborhood and the existing sidewalk at the shopping center. The potential gap between proposed neighborhood sidewalk and the existing sidewalk is approximately 350 feet.

There are a couple of issues related to this request including the limited right of way in this area which might necessitate acquisition of additional right of way. My client offered a small contribution to the city to facilitate this connection, and he is actively trying to acquire these properties to add to his project. Obviously, the council did not find acceptable the offer to the city for this potential sidewalk improvement. EBC Pinecrest, LLC requests that this decision be reconsidered at its next meeting on September 4, 2025. During the meantime, the applicant will research the potential sidewalk connection and propose additional conditions related to this request. It should be noted that the proposed neighborhood does not seem to be controversial because it is consistent with the land use plan, the staff recommended approval and the Planning Commission unanimously recommended approval. The only outstanding issue is the pedestrian connectivity and the applicant is confident a compromise that creates a win-win situation is probable. Please let me know if you have any questions regarding this request.

SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP

VIA EMAIL

Ms. Nancy Moon
Community Development Director
Holly Springs
August 20, 2025
Page 2

Sincerely,

SAMS, LARKIN & HUFF, LLP

A handwritten signature in black ink, appearing to read "Parks F. Huff". The signature is fluid and cursive, with the first name "Parks" being more prominent than the last name "Huff".

Parks F. Huff
Attorney for the Applicant
phuff@samslarkinhuff.com

PFH/jcc
Attachments

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 5.45 +/- acres, identified as tax parcels 019, 022, and 022A of tax plat 15N14C of the 15th District of Cherokee County identified in Exhibit A, Location Map, from GC, General Commercial and R-20, Single Family Residential, to TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by EBC Pinecrest, LLC, requesting rezoning in the City of Holly Springs, Georgia, concerning 5.45 +/- acres, identified as tax parcels 019, 022, and 022A of tax plat 15N14C of the 15th District of Cherokee County identified in Exhibit A, Location Map, and Exhibit B, "Rezoning Plat, Pinecrest Road Community," from GC, General Commercial and R-20, Single Family Residential, to TND, Traditional Neighborhood Development; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 5.45 +/- acres, identified as tax parcels 019, 022, and 022A of tax plat 15N14C of the 15th District of Cherokee County identified in Exhibit A, Location Map, from GC, General Commercial and R-20, Single Family Residential, to TND, Traditional Neighborhood Development; and

Section 2

The approval of this application has the following stipulations attached:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. The property shall consist of fee-simple for-sale single-family town homes. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than ten percent.
5. Density shall be limited to a maximum gross density of 7.89 units per acre, or a maximum of 43 fee-simple single-family detached and attached residential dwelling units.
6. The architectural style of all structures shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and shall

follow the design guidelines as outlined in the Holly Springs Commercial Corridor Overlay District. The Town Center Architect and the Downtown Development Authority shall approve the elevations for all structures on all parcels prior to issuance of building permits.

7. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
8. Garage doors shall be set back a minimum of 20 feet from the back of sidewalks.
9. Signage at the entrance point shall be ground-based, monument style, in compliance with Article 10, Signs and Outdoor Advertising, Holly Springs Zoning Ordinance, and shall complement the high quality, architectural vision and style of the proposed homes. The entrance areas shall be professionally designed, landscaped and maintained.
10. Lighting shall be environmentally sensitive, with the developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
12. Entrance design and improvements to Pine Crest Road shall be provided as per the determination and recommendation of the City Engineer. At a minimum, a deceleration lane, closed drainage system with curb and gutter, sidewalk, and pedestrian lighting conforming to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, shall be required along the frontage of Pine Crest Road.
13. All construction and employee vehicles and equipment shall be parked, and otherwise located, on the property during the development of infrastructure and construction of structures and shall not be parked on or along Pine Crest Road or Pinecrest Way. There shall be no stacking of vehicles along any roadway waiting for entry onto the property.
14. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$989 per residential unit constructed, and such fee shall be paid prior to the issuance of each building permit.
15. Per offer of developer, a sidewalk shall be constructed along the frontage of parcels 15N14C 023, 15N14C 024, and 15N14C 025 connecting the proposed development to parcel 15N14C 026A. If the developer is unable to obtain right-of-way for the three parcels, a sidewalk improvement fee in the amount of \$50,000 shall be contributed to the City prior to the issuance of the Land Disturbance Permit.
16. Per offer of developer, an easement for right-of-way providing a connection from the proposed roadway to the property line for access to the future Hickory Springs Parkway shall be dedicated and recorded on the final plat, subject to the approval of the City Engineer.

Section 3

This ordinance shall become effective September 15, 2025, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

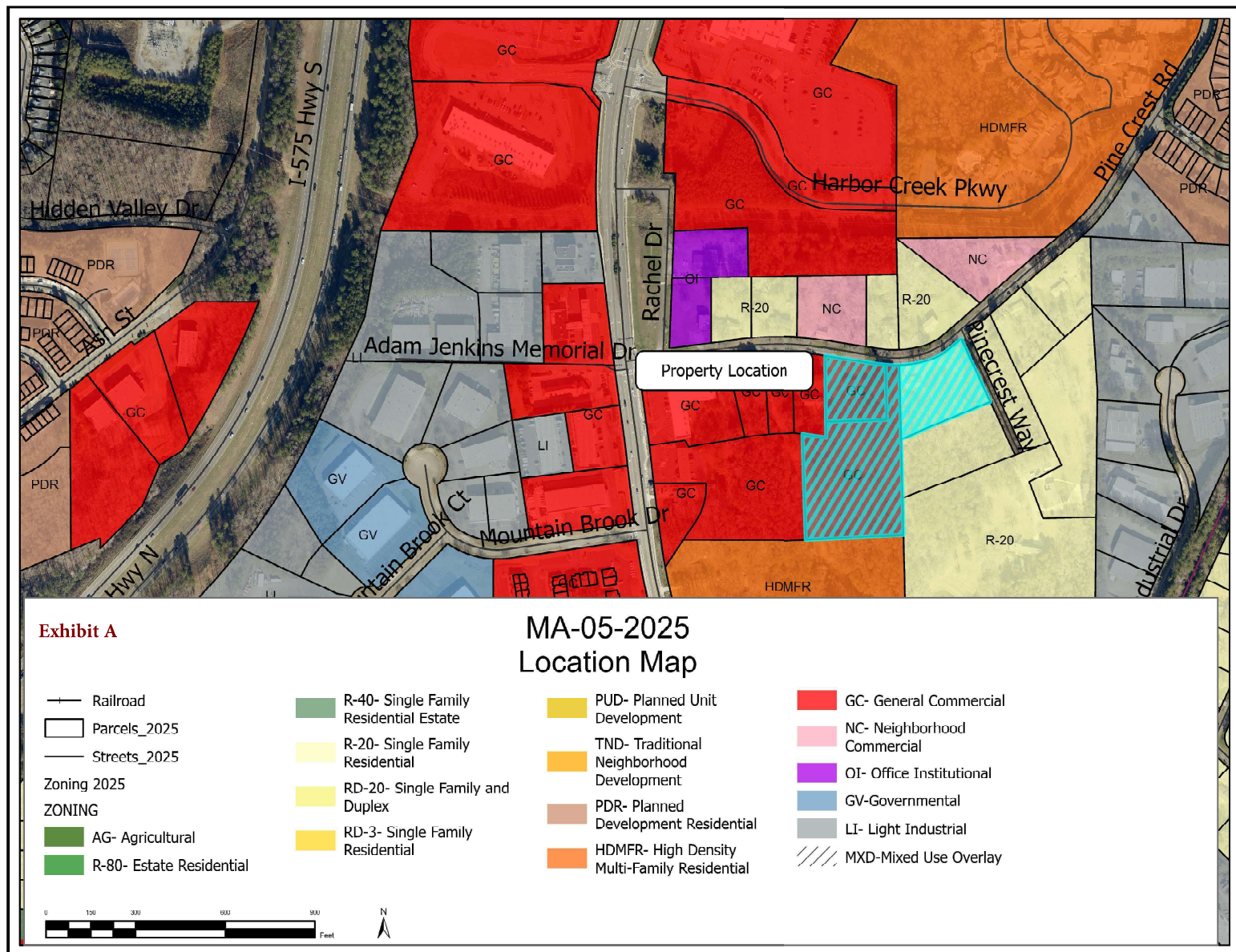
Adopted the 15th day of September 2025, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



Rezoning Plat Exhibit B

Pinecrest Road Community

Cherokee County, Land Lots 271 & 272, 15th District, 2nd Section

prepared for:

Elevation Building
Real Estate Group, LLC
Justin Mimbs



Scale: 1" = 50'
August 13, 2025

DGM
LAND PLANNING
CONSULTANTS, INC.



1635 Old Hwy 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM

Site Data

Total Site Area: 5.45 AC

Present Zoning: GC / R-20

Proposed Zoning: TND

(Traditional Neighborhood Development)

TND Building Setbacks:

front: 15' (20' provided, exterior)

side: 10' (20' provided, exterior)

rear: 20'

Total Units Shown: 43

(23' x 40' front loaded townhouse units
with rear patio/deck)

Proposed Density: 7.9 UN/AC

Guest parking: 20 spaces

N or F
Charles Walter Davis
DB 2090, PG 268
PB 16, PG 195



General Notes:

1. Boundary taken from MASS Engineering and Consultants.
2. Topographic information from MASS Engineering and Consultants.
3. According to Flood Insurance Rate Map (FIRM) #13057C0242 E, June 7, 2019, no portion of this site contains floodplain.
4. No cemeteries are known to exist on site.
5. Streams and/or wetlands are known to exist on site and their approximate locations are shown. Their exact locations will be determined during engineering phase of project.
6. No archeological or architectural landmarks are known to exist on site.
7. Utility easements exist on site and are shown on site plan.
8. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.

ITEM REPORT

AGENDA ITEM NUMBER: VII.D.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 15, 2025

AGENDA ITEM: Reconsider recommendation for Cherokee County Zoning Case # 25-08-021 Robert and Mary Stone, tax parcels 15N16 047 and 048, located in unincorporated county on North Rope Mill Road inside the Growth Boundary.

EXECUTIVE SUMMARY:

The proposed development is located on North Rope Mill Road, tax parcels 15N16 047 and 048, in unincorporated Cherokee County. The project is also located inside the Growth Boundary, contiguous to the Holly Springs city limits, and as such, the County is seeking input regarding this case. The applicants, Robert and Mary Stone, are requesting to rezone from R-40 (Single-Family Residential) to LI (Light Industrial) for RV and commercial parking. The proposed parking area will be located on the parcel closest to I-575. The applicants are also seeking a Special Use Permit for a non-climate-controlled self-storage facility. The applicants are also seeking a concurrent variance to Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 25-feet; to Article 27, Appendix C, Site Density Requirements, to allow 100% credit in the stream and zoning buffers to count towards site density; to Cherokee County Standard Detail 210 - Non-Residential Driveway to remove the required deceleration lane; to Article 7, Section 7.7-4, A, #3 to reduce the front setback from 50' to 10'; to Article 7, Section 7.7-4, A, #4, to allow for the facility to not be fully enclosed by a six-foot privacy fence; and to Article 10, Section 10.6-2 to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.

In 2023, a similar request to rezone this property was presented that included the following:

Rezone from R-40 to LI with concurrent variances to Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 25-feet; Article 10, Table 10.1, Minimum Buffer Width Between Abutting Districts to reduce a 50-foot zoning buffer adjacent to R-40 zoned property to 10-feet; Article 27, Appendix C, Site Density Requirements, to allow 100% credit in the stream and zoning buffers to count towards site density.

This proposal included development of both parcels for parking. The City Council voted to

recommend denial of this previous request in February of 2023.

When the Comprehensive Plans for both jurisdictions were updated, this property was designated in the Wildcat character area for future land uses. Per the County's requirements, the primary land uses include office buildings and complexes with secondary land uses being mixed-use buildings. The City's Wildcat character area is planned to be a major employment area, including professional and corporate offices, regional offices, and medical complexes. Mixed use and multifamily are secondary uses integrated into or complementary to employment centers.

The Cherokee County Planning Commission Public Hearing was conducted on August 5, 2025.

Update

City Council recommended denial of this case at its August 4, 2025, meeting. The case was tabled at the August 5, 2025, public hearing with the Cherokee County Planning Commission. The County staff met with the applicant and also, separately, with the staff of Holly Springs and Woodstock to develop appropriate stipulations that could be approved to allow the owner to develop the property with restrictions. On September 2, 2025, the Cherokee County Planning Commission recommended denial of the application. The Cherokee County staff continued to work with the applicant to revise the stipulations. The applicant has agreed to the following:

1. Rezone property to LI (Light Industrial) with the following conditions:
 - a. No new permanent structures shall be constructed on the property except when required to comply with Cherokee County ordinances.
 - b. No alteration of the residential building on the property shall occur, except in compliance with Cherokee County ordinances.
 - c. The use shall be limited as a self-storage facility for watercraft, recreational vehicles, and passenger vehicles, and an industrial parking lot for vehicles and equipment.
 - d. No business or use, other than those mentioned in these conditions, shall be permitted on the property.
 - e. All parking shall be limited to designated parking areas and spaces on the property.
 - f. Outdoor lighting shall be reviewed and approved in accordance with Article 25 of the Cherokee County Zoning Ordinance.
 - g. Retail and wholesale operations shall be prohibited.
 - h. No signage shall be permitted where visible from I-575.
 - i. Loading and unloading shall only occur on the property and not within or adjacent to the right-of-way.
 - j. A minimum 6-foot tall privacy fence shall be required where storage may be visible from all rights-of-way.
 - k. The use for which Rezoning is granted shall commence operations within eighteen(18) months of the date of approval by the Board of Commissioners. If, at the end of this eighteen (18) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report

may be forwarded to the Board of Commissioners for consideration of pursuing action to reverse the zoning approval from the property back to R-40.

- I. No business license may be issued for this property until all land development requirements and conditions have been met.

2. SUP for Self-Storage with the following conditions:

- a. Approval shall be limited to the applicant or applicant's business license.
- b. The use for which a Special Use Permit is granted shall commence operations within eighteen (18) months of the date of approval by the Board of Commissioners. If, at the end of this eighteen (18) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to remove the Special Use Permit from the property.

In addition, if the variance regarding the buffer requirement is approved, the applicant agreed to the following:

In accordance with the Cherokee County Tree Ordinance, Applicant agrees to complete an independent arborist assessment to determine a planting plan to add new trees within the fifty (50') buffer in order to provide year-round visual screening. The planting plan must be reviewed and approved by the Cherokee County Arborist prior to the issuance of a Land Disturbance Permit (LDP). All trees approved in the planting plan must be installed prior to the issuance of a business license for this property."

The Cherokee County Board of Commissioners will hear this case at the meeting on September 16, 2025.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Cherokee County Staff Analysis
2. Cherokee County Staff Analysis 09022025
3. Cherokee County Staff Presentation 09022025
4. Application
5. Stipulations Accepted by Applicant

RECOMMENDATION:

The staff recommendation is denial of the request to rezone.

CONCURRENCES:

City Manager

Cherokee County Planning Commission

Staff Report

August, 2025

Case Number: 25-08-021
Applicant/Owner/Contact: Robert and Mary Stone
Current Zoning: R-40 (Residential)
Proposed Zoning: LI (Light Industrial)
Proposed Use: Commercial and RV parking, and a non-climate controlled self-storage facility
Address: 624 North Rope Mill Rd
Map Number: 15N16 047 and 15N16 048
Acres: 11.1 +/- acres
Commission District: District 3 – Commissioner Carter

Request

Applicants are requesting to rezone property from R-40 (Single-Family Residential) to LI (Light Industrial) for RV and commercial parking. The applicants are seeking a Special Use Permit for a non-climate controlled self-storage facility. The applicants are also seeking the following concurrent variances:

1. Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 25-feet;
2. Article 27, Appendix C, Site Density Requirements, to allow 100% credit in the stream and zoning buffers to count towards site density;
3. Cherokee County Standard Detail 210 - Non-Residential Driveway to remove the required deceleration lane;
4. Article 7, Section 7.7-4, A, #3 to reduce the front setback from 50' to 10';
5. Article 7, Section 7.7-4, A, #4, to allow for the facility to not be fully enclosed by a six-foot privacy fence;
6. Article 10, Section 10.6-2 to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.

Site

The subject properties have one pre-existing residential structure and driveway. The northern property backs up against I-575 and has a stream that crosses through the northern corner of the parcel. Both parcels have frontage on North Rope Mill Road (local County Road). The applicant is requesting to rezone all 11.1 +/- acres from R-40 to LI with concurrent variances, for the construction of a commercial and RV parking

lot and to receive a special use permit for a non-climate controlled self-storage facility. The application has shown around 63 storage yard spaces on the submitted site plan.

Section 7.7-4, A, #3 states that “all non-climate controlled storage facilities shall have a minimum setback of 50-feet from any local street right-of-way. All non-climate controlled storage facilities shall have a minimum setback of 25-feet from any side or rear property line.” The applicant states that a 50’ front setback would compress development and result in an unworkable building footprint. Therefore, they are requesting this to be reduced to 10-feet.

Article 27, Section 27.15-2 of the Technology Ridge Tree Buffer Zone requires that “areas lying parallel on each side of I-575 shall require a seventy-five (75) foot minimum undisturbed tree buffer requiring ninety (90) percent visual screening during all seasons. Supplemental planting is required if this screening does not exist.” The applicant states that the subject property provides limited usable land due to the irregular shape and that screening can still be achieved through the natural features of the property if the buffers are reduced to 25’.

Article 27, Appendix C, Site Density Requirements, states that all applicable sites retain a minimum tree density as defined in Section 27.8 Density Requirements. The applicant states that the site has a significant number of mature trees within the zoning buffer that can count towards the tree canopy and that additional planting would reduce the amount of usable building space.

Article 7, Section 7.7-4, A, #4, states that “all non-climate controlled storage facilities shall be fully enclosed by a six (6) foot tall opaque privacy fence or decorative wall. The finished side of the fence or decorative wall shall face the exterior property line to allow for the facility to not be fully enclosed by a six-foot privacy fence.” The applicant states that the subject property abuts wooded areas and an undeveloped parcel that provide natural screening. The applicants state that a fence would be redundant and environmentally intrusive in that it would require tree removal to build the fence.

Cherokee County Standard Detail 210 depicts the requirements for a deceleration lane. The applicant states that the subject property has limited frontage and is located in a lower-traffic section of the road (25 mph). Additionally, the applicant states that the traffic count and speed data do not justify a deceleration lane.

Article 10, Section 10.6-2 requires an undisturbed zoning buffer of 50-feet where adjacent to residentially zoned property. The unique, narrow shape of the southern property, 624 North Rope Mill Rd, may struggle to comply with the 50-foot setbacks and buffers required for LI properties. Additionally, the rezone to LI will mean that the pre-existing home and driveway will be out of compliance with LI buffer requirements. The applicant is requesting this variance to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.

On May 2, 2023, the Board of Commissioners approved the applicants’ petition to withdraw a request to rezone with concurrent variances, without prejudice, for the subject properties related to case 23-03-005. The Planning Commission recommendation was for denial.

Existing Development Pattern

Parcel	Land Use	Zoning District
North	Residential	R-40

South	Private Lot	LI (City of Woodstock)
East	Residential	R-40
West	Residential/I-575	R-40

Future Land Use

The properties lie within the Wildcat Character Area. This Character Area is intended for development focused on large corporate centers, campuses, and office complexes. Residential uses should only be located where integrated into a mixed-use development. It is critical to ensure residential uses do not become a primary land use, therefore substantially reducing the non-residential character of the area and causing land use conflicts. Supported Primary Land Uses include office building and complexes. Supported Secondary Land Uses include mixed-use buildings.

Zoning

Current: The purpose of the R-40 districts to enable “For Sale” residential development and For Sale Communities of a low-density urban character. The regulations are designed to permit and encourage residential development in areas where urbanization is taking place. Limited agricultural uses, such as crop production and animal husbandry, on tracts of 5 acres or more are also compatible with this district.

Proposed: The purpose of the LI district is to provide suitable areas for industrial development but whose proximity to residential or commercial districts makes it desirable to limit the intensity of industrial operations and processes. This district limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors, with the exception of limited amounts of outdoor storage which shall be screened and situated in a side or rear yard. The district should be accessible to a major arterial or State Highway. Permitted uses are restricted to those which are not characterized by smoke, dust, fumes, gas, heat, glare, fire hazards, noise, vibrations and other nuisances.

Impact

Building Review

ADA parking and restrooms may be required based on the proposed use.

Stormwater

The following will be required as part of the land disturbance permit (LDP).

1. Stormwater quantity and quality control facilities consistent with requirements of the Georgia Stormwater Management Manual will be required.
2. Stormwater frontage improvements along North Rope Mill Road will be required and should be incorporated into the stormwater management facility design.

Transportation

1. Each commercial entrance will be required to have R30' radii with 24-foot pavement width at the radii returns. The minimum County pavement specifications will be required within the R/W and

entrance radii. The LDP plans will have to meet intersection sight distance requirements, and if the line of sight extends across private property, then ISD easements will be required.

2. Typically, a traffic study or memorandum would be provided for the requested variance to delete the right-turn DECEL lane. However, due to the County's vision to account for re-development of this area in the Wildcat Sixes Area, a deceleration lane is not required or is of concern at this time.

Cherokee County Water and Sewer Authority (CCWSA)

CCWSA indicates that water is available through an 8-inch pipe.

Analysis

Section 7.1-14 of the Zoning Ordinance allows Light Industrial districts to be in proximity to residential or commercial developments and requires that the district be accessible to a major arterial or State Highway. The subject properties have access to North Rope Mill Rd, which is a local road, that dead ends at Sixes Road which is characterized as a major collector road. This district also limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors, with the exception of limited amounts of outdoor storage which shall be screened and situated in a side or rear yard. In this case, open storage with variances to the required screening requirements is requested which may not be supported. With this in mind, there may be grounds to recommend denial of the proposed rezoning, SUP, and requested variances.

The properties are located in the Wildcat Character Area which supports the use of office buildings and complexes, and mixed-use buildings. It does not support lower residential density as currently zoned. The subject properties are in close proximity to other LI properties including a business park and GC (General Commercial) properties including an existing storage facility and the Lebanon Church Cemetery, and R-40 residential properties. The properties are also in the vicinity of two recent special use permit approvals for climate-controlled self-storage facilities. The applicants also own two LI properties south of the subject properties, that are within the city of Woodstock. When considering these factors, there may be grounds to recommend approval of the proposed rezoning, SUP, and requested variances.

Cherokee County Water & Sewerage Authority

Applicant:	Robert and Mary Stone
Re-Zoning Case No.:	25-08-021
Present Zoning:	R40
Proposed Zoning:	LI
Tax Map:	15N16
Parcel No.:	047 and 048

Water

1) Is Water Available at Development:	YES ☒	NO ☐
2) Size of Existing Water Line (If Available):	8" DIP	
3) Is there Adequate Water Pressure for the Additional Fire Protection that may be Required for the New Project:	YES ☒	NO ☐
Additional Comments:	Determined by Flow Test	
4) Is Existing Water Line Adequate for Project, If not what size will be Required:	YES ☒	NO ☐
5) What are the Future Plans for Expansion of Water Lines and Give Approximate Time Table:	None	

DEVELOPERS MAY BE REQUIRED TO INSTALL/ UPGRADE WATER MAINS, BASED ON FIRE FLOW TEST RESULTS OR FIRE DEPARTMENT CODE. THIS WILL BE RESOLVED IN THE REVIEW PROCESS.

Sewer

1) Is Sewer Available to the Project:	YES ☐	NO ☒
2) How far from the Proposed Development are the Nearest Sewer Lines:		
3) Approximate Length of Time Before Sewer Line will be Reasonably Assessible to Development:		
4) Estimated Waste Generation:	ADF	PEAK
5) Treatment Plant:		
6) Plant Capacity:	Available ☐	Not Available ☐
7) Line Capacity:	Available ☐	Not Available ☐
8) Projected Plant Availability:	0-5 Years ☐	5-10 Years ☐
	10+ Years ☐	
9) Additional Comments:		

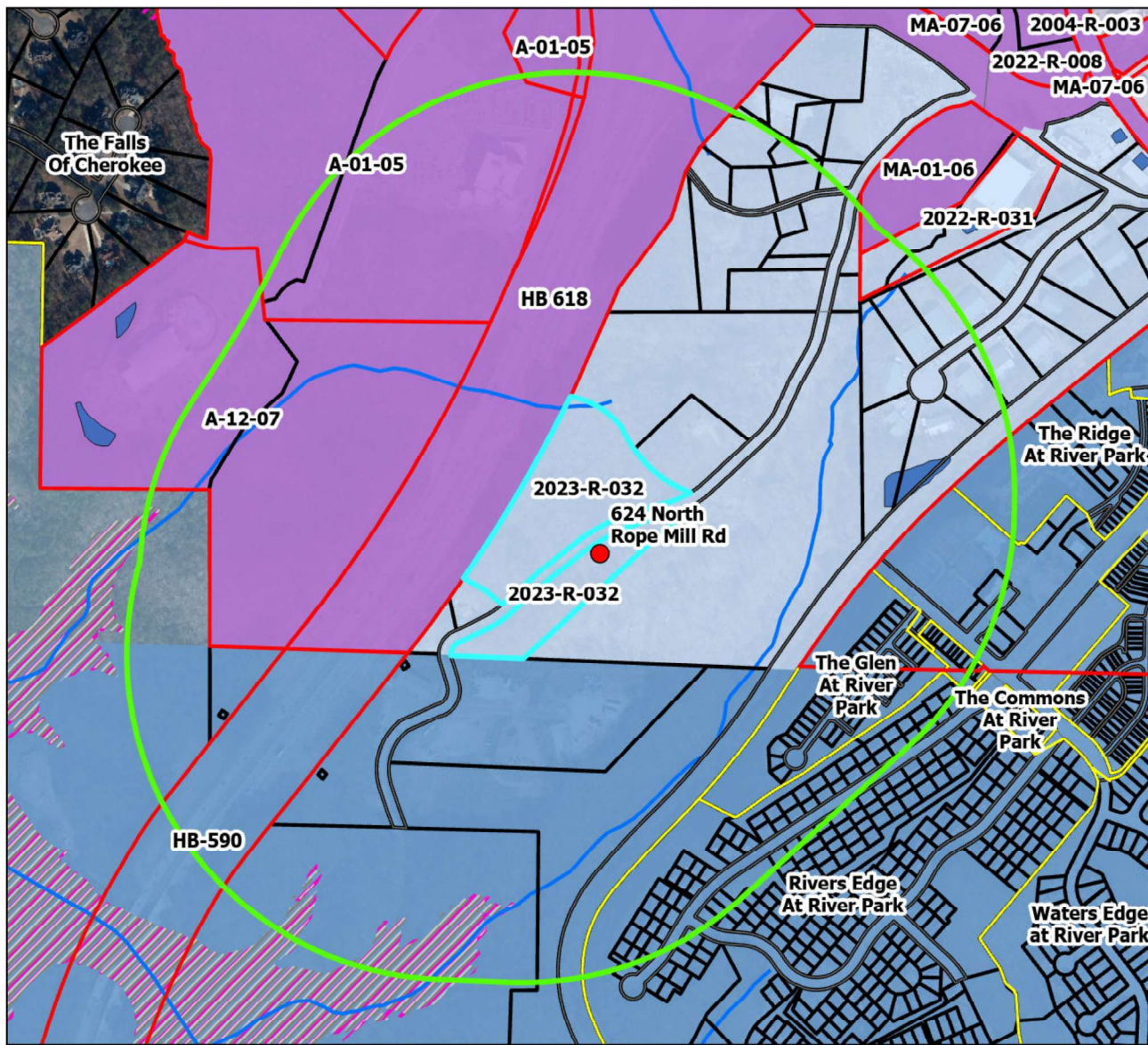
**Sewer Availability:
(Treatment Plant That Will Treat Sewerage)**

**CCWSA
City of Canton
City of Woodstock
Other**

Plant Capacity Comments:

**Developer Will Be Responsible For Connecting To The Existing Cherokee County Water & Sewerage Authority's Water And Sewer System, Installing And / Or Up- Grading All Outfalls And Water Mains, Obtaining On And / Or Off Site Easements, Dedication Of On And / Or Off Site Water And Sewer Easements To Cherokee County Water and Sewerage Authority As May Be Required.
Rezoning Does Not Insure Water/Sewer Capacity**

The CCWSA Has Directed That A Water Flow And Pressure Test Be Performed Prior To Submitting To The Commission And Cherokee Planning And Zoning Board. Please Contact Rodney Satterfield (CCWSA) At 770 479-1813 Ext. 249



Aerial Map

- 25-08-021
- 1/4 Mile
- Resolutions
- Subdivisions
- Streams
- Floodplain
- Future Conditions Floodplains
- Detention Ponds

Political Boundaries

- Holly Springs
- Woodstock

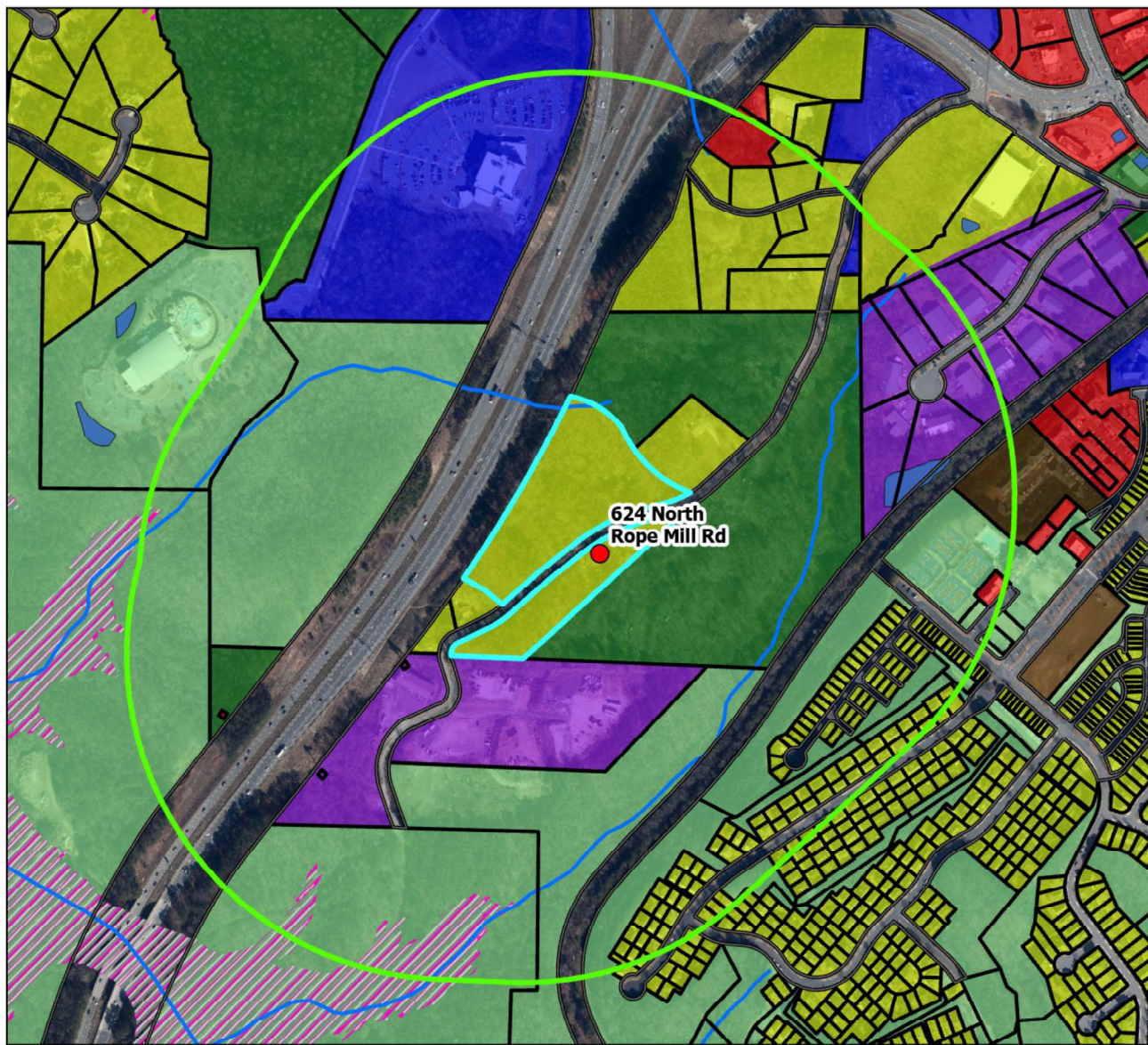
Growth Boundaries

- Holly Springs
- Woodstock

Prepared by Cherokee County
Planning and zoning
Canton, Georgia
5/22/2025



NOTICE: THIS WAS COMPILED FROM VARIOUS SOURCES. NO WARRANTIES OR REPRESENTATIONS ARE EXPRESSED OR IMPLIED IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Exist. Land Use Map

- 25-08-021
- 1/4 Mile
- Streams
- Floodplain
- /// Future Conditions Floodplains
- Detention Ponds

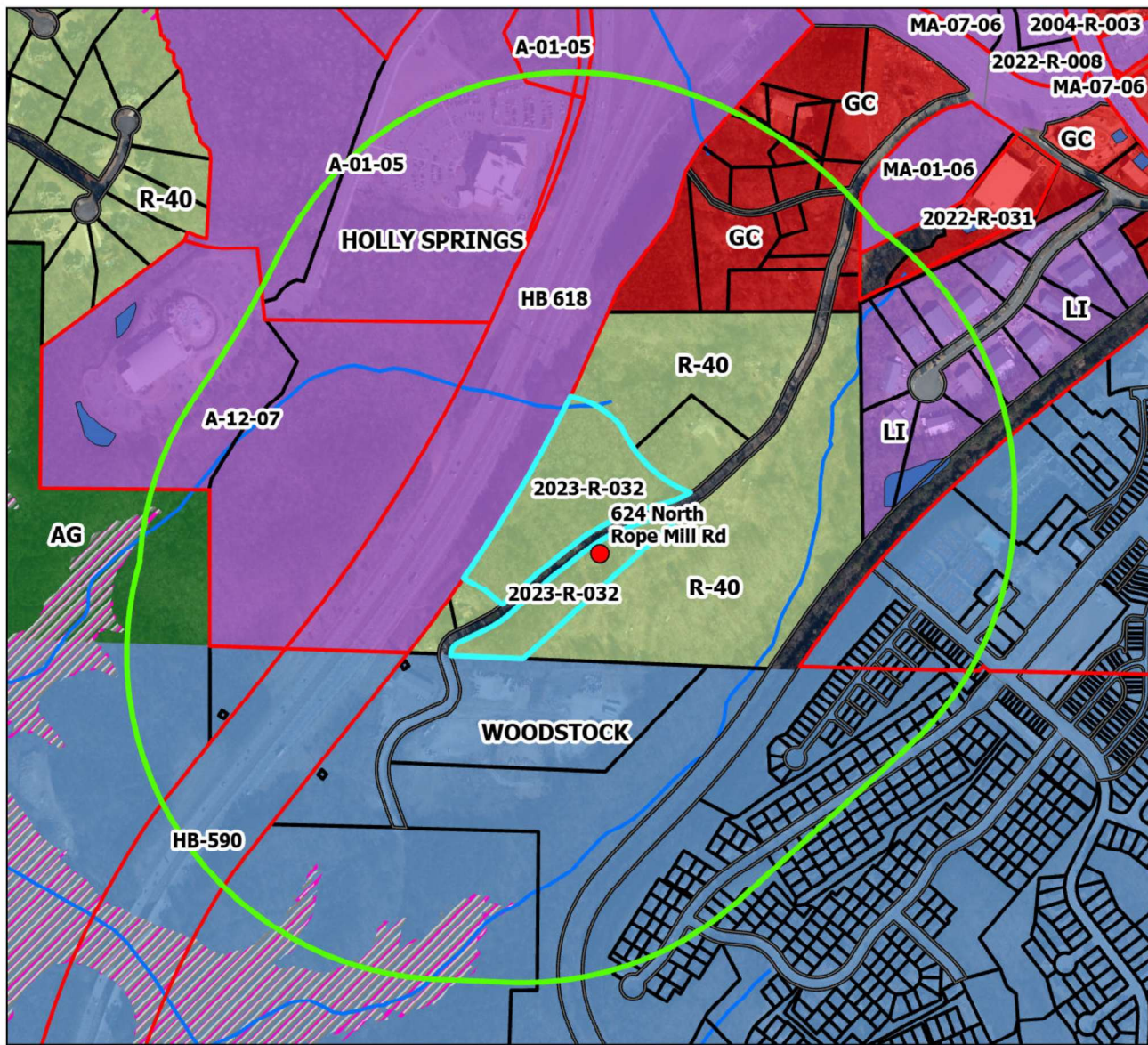
Existing Land Uses

- Residential Accomodations
- General Sales or Service
- Manufacturing, Wholesale Trade
- Trans. Comm'l, Info., Utilities
- Arts, Entertainment, Recreation
- Ed., Public Admin., Health Care Institutions
- Ag., Forestry, Fishing, Hunting
- Under Development

Prepared by Cherokee County
Planning and zoning
Canton, Georgia
5/22/2025



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Zoning Map

- 25-08-021
- 1/4 Mile
- Resolutions
- Streams
- Floodplain
- Future Conditions Floodplains
- Detention Ponds

Zoning

- AG
- R40
- GC
- LI

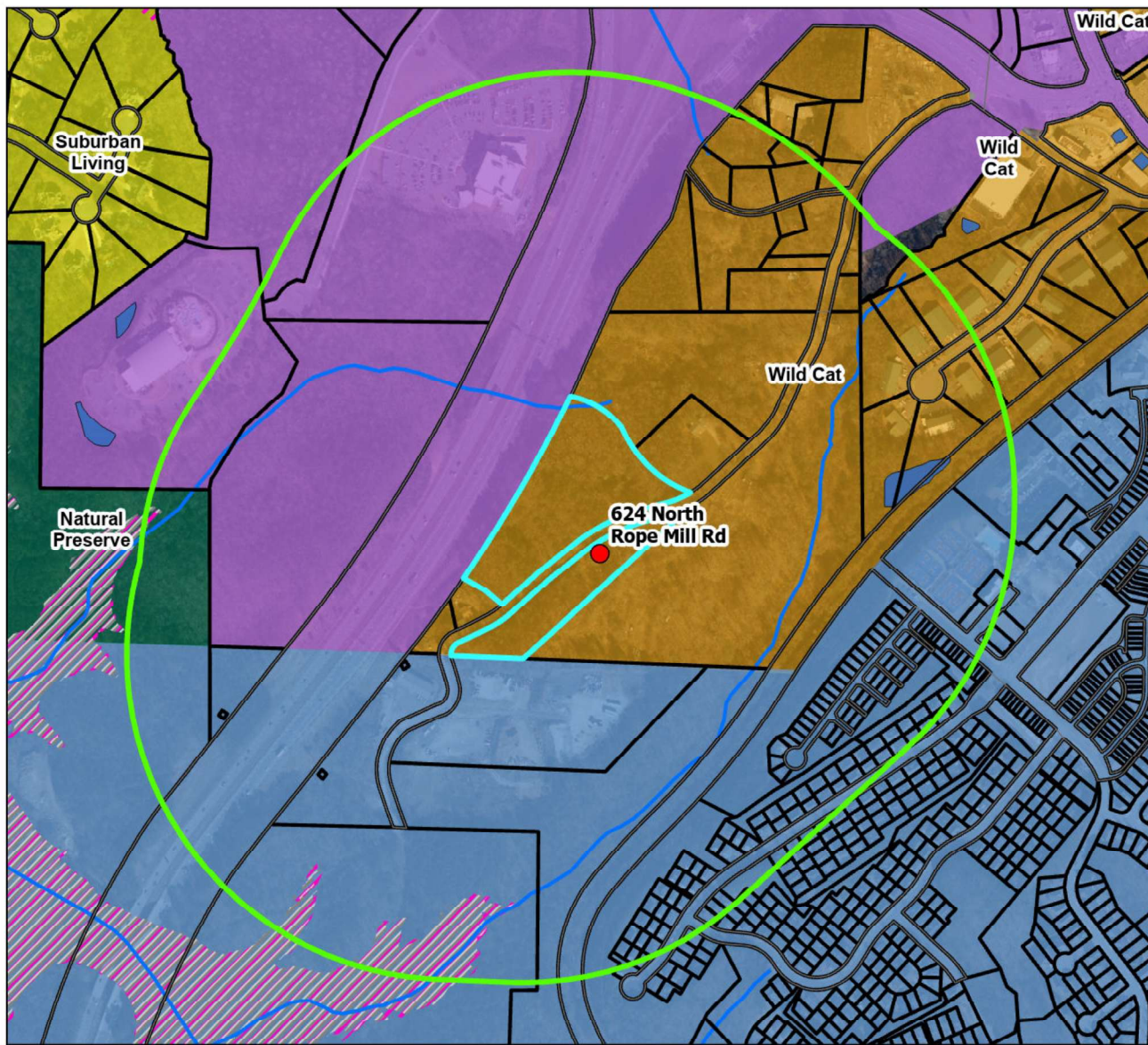
Political Boundaries

- Holly Springs
- Woodstock

Prepared by Cherokee County
Planning and zoning
Canton, Georgia
5/22/2025



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Future Development Map

- 25-08-021
- 1/4 Mile
- Streams
- Floodplain
- Future Conditions Floodplains
- Detention Ponds

Political Boundaries

- Holly Springs
- Woodstock

Type of Area

- Natural Preserve
- Suburban Living
- Wild Cat

Prepared by Cherokee County
Planning and zoning
Canton, Georgia
5/22/2025



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LEGEND:

[illegible]

2) VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).

- | LINE | LINEID | WAVELENGTH |
|------|--------|------------|
| L1 | 113.4 | 4643.9000E |
| L2 | 145.06 | 3731.2600E |
| L3 | 17.03 | 5373.9300E |
| L4 | 41.73 | 3348.4400E |
| L5 | 42.72 | 3347.4400E |
| L6 | 44.47 | 3373.9300E |
| L7 | 26.06 | 4243.0200E |
| L8 | 46.48 | 3059.1900E |
| L9 | 29.26 | 4642.7300E |
| L10 | 62.67 | 3057.1000E |
| L11 | 37.79 | 4642.7300E |
| L12 | 40.39 | 3046.0900E |
| L13 | 31.55 | 3045.4300E |
| L14 | 33.74 | 3045.4300E |
| L15 | 37.08 | 3074.2600E |
| L16 | 42.96 | 3064.3000E |
| L17 | 37.05 | 4353.2400E |
| L18 | 37.28 | 4358.4600E |
| L19 | 41.93 | 3248.2600E |
| L20 | 44.44 | 3248.2600E |
| L21 | 41.83 | 3248.2600E |
| L22 | 50.58 | 3373.9300E |
| L23 | 35.63 | 3067.1000E |
| L24 | 34.34 | 3048.4400E |
| L25 | 24.43 | 3248.2600E |
| L26 | 37.05 | 4354.0600E |

RAD=5929.58'
 IRC=964.68'
 CHORD=963.62'
W30°03'20"E

575

L_9 L_8 L_7

N/F
TREEMASTER PROPER

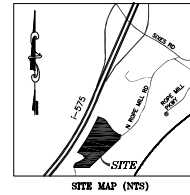
DB 14552, PG.
ZONED: U
TIN: 15N16-04
PIN: 15-0707-5
602 N. ROPE MILL

COVER SHEET

Woodstock Industrial Park, LLC

REZONING PLAN FOR:
624 NORTH ROPE MILL ROAD
LAND LOTS 661 & 662
15th DISTRICT - 2nd SECTION
CHEROKEE COUNTY, GEORGIA
EXISTING ZONING: R-40
PROPOSED ZONING: I-1
FON: 15-0661-0003
& 15-0662-0004

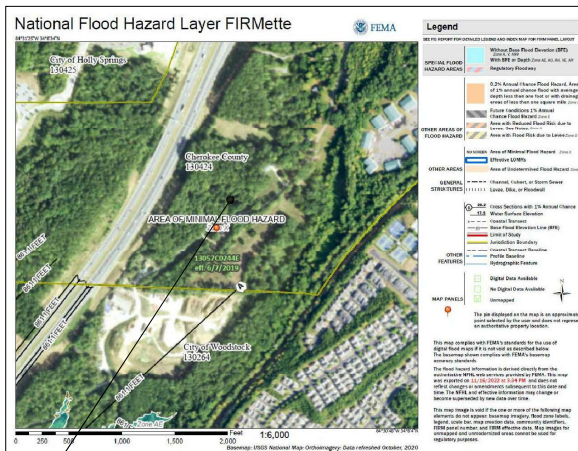
PROJECT NAME: 624 NORTH ROPE MILL RD.
PROJECT NUMBER: PL20220000846



THE PURPOSE OF THIS PLAN IS TO REZONE THIS PROPERTY FROM R-40 TO I-1 AND TO REQUEST VARIANCES 1. 50' UNDISTURBED ZONING BUFFER TO A 10' PLANTED LANDSCAPE SCREENING WITH A 6' WOOD PRIVACY FENCE ALONG ENTIRE FRONTAGE OF ROPE MILL ROAD.
2. REDUCE THE 75' TECHNOLOGY RIDGE BUFFER TO A 25 FEET AND A 75' BSL.

SHEET INDEX

PAGE 1 - COVER SHEET
PAGE 2 - AS-BUILT AND GIS TOPOGRAPHIC SURVEY
PAGE 3 - PROPOSED SITE PLAN
PAGE 4 - ARBORIST REPORT



NOTE: THIS SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS PER FEMA FLOOD INSURANCE PANEL 1305700244E, DATED JUNE 07, 2019.

SITE RESOURCES

Site Resource	Comments
The 100-year floodplain.	There is no floodplain on site.
Streams running on or adjacent to subject property within 300 feet of existing boundary.	As determined by Cherokee County and shown on sheets 2 and 3.
Riparian Zones of at least 50 feet width on either side along the perennial and intermittent streams.	As shown on sheets 2 and 3.
Non-impervious surface zone of at least 75 feet width on either side of stream.	As shown on sheets 2 and 3.
Riparian zones of at least 150 feet width on either side of the Broad River Corridor or the Little River Corridor.	N/A. Not near the corridors.
Wetlands that meet the definition used by state and/or federal regulations.	During site visit on 11-09-22, no wetlands were visible on site. The National Wetlands Inventory (NWI) shows no wetlands on site.
Topographic contours of no less than 30 foot intervals.	Shown on sheet 2.
Vegetation characteristics	The site has ~1.33 acres of healthy native forest.
Existing healthy, native forests of at least one acre contiguous area.	The site has ~1.33 acres of healthy native forest. See arborist tree report on page 3.
Individual existing healthy trees greater than 36 inches caliper measured at dbh identified by species and size.	See arborist tree report on sheet 4, and tree location shown on sheet 2.
Significant natural features and scenic viewpoints such as ridge lines, peaks, and rock outcroppings, particularly those that can be seen from public.	N/A. There are no significant natural features or scenic views.
Populations of endangered or threatened species, or habitat for such.	During site visit on 11-09-22, no visible endangered species or habitat were found on site.
Historic, archaeological and cultural features including 1. Archaeological sites, structures, and burial grounds, 2. Site identified in any State or local historic site survey, 3. US Geological Service survey control monuments.	During site visit on 11-09-22, there was no visible evidence of historic, archaeological or cultural features. No visible evidence of US Geological Service survey control monuments.
General Soil Types	gls.cherokee.com shown M8 to be the predominant soil type.

SHEET 1 OF 4

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road, Bld. Suite 312, Marietta, GA 30066
TELEPHONE (678) 355-9805 FAX (678) 355-9805



DATE	SCALE	PROJECT	CLIENT
01/11/2022	1" = 60'	CHEROKEE COUNTY, GEORGIA	WOODSTOCK INDUSTRIAL PARK, LLC
DATE	SCALE	PROJECT	CLIENT
01/11/2022	1" = 60'	CHEROKEE COUNTY, GEORGIA	WOODSTOCK INDUSTRIAL PARK, LLC
DATE	SCALE	PROJECT	CLIENT
01/11/2022	1" = 60'	CHEROKEE COUNTY, GEORGIA	WOODSTOCK INDUSTRIAL PARK, LLC

WOODSTOCK INDUSTRIAL PARK, LLC	
8. 662	15th DISTRICT 2nd SECTION
BLOCK	UNIT

JOB # 7695	WOODSTOCK	LAND LOT 661	LOT
ZONING PLAN FOR			

REZONING PLAN FOR:
Woodstock Industrial Park, LLC

REZONING PLAN FOR:
Industrial
NORTH ROPE MILL ROAD
LAND LOTS 661 & 662
DISTRICT - 2nd SECTION
BROKER COUNTY, GEORGIA
EXISTING ZONING: R-40
PROPOSED ZONING: IJ
PIN: 15-0662-0003
& 15-0662-0004

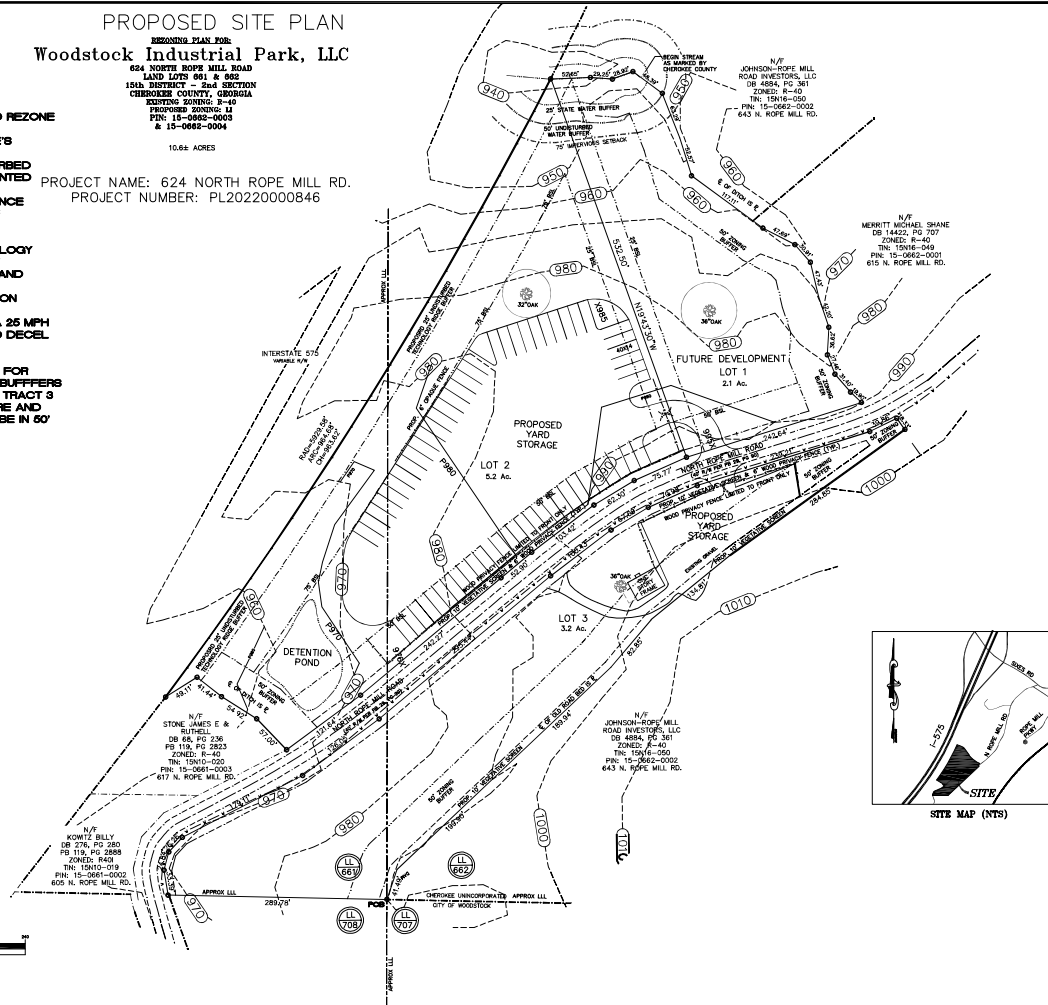
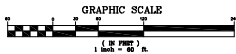
10.6± ACRES

PROJECT NAME: 624 NORTH ROPE MILL RD.
PROJECT NUMBER: PL20220000846

- THE PURPOSE OF THIS PLAN IS TO REZONE THIS PROPERTY FROM R-40 TO LI AND TO REQUEST VARIANCES
1. VARIANCE FROM SECTION 7.7 TO REDUCE THE 50' UNDISTURBED ZONING BUFFER TO A 10' PLANTED LANDSCAPE BUFFER WITH A 6' WOOD PRIVACY FENCE ALONG FRONTAGE ONLY OF ROPE MILL RD.
 2. VARIANCE FROM SEC. 10.18 TO REDUCE THE 75' TECHNOLOGY RIDGE BUFFER TO A 25 FEET BUFFER AND A 75' BUILDING AND PARKING SET BACK
 3. VARIANCE FROM TRANSPORTATION SEC. 21 AVOID TO NORTH ROPE MILL IS A 25 MPH PAVED ROAD TO PROVIDE NO DECAL LANE AT THIS TIME.
 4. VARIANCE FROM SEC. 27.C TO ALLOW AGRICULTURE CREDIT FOR 100% IN STREAM AND ZONING BUFFERS
 5. VARIANCE FROM SEC. 10.8-2 ON TRACT 3 TO ALLOW EXISTING STRUCTURE AND GRAVEL DRIVE ON LOT TO BE IN 50' ZONING BUFFER.

SURVEY NOTES:
1) ALL DEEP ROCK BEDS

- [illegible]



A map of the study area showing the location of the site. The map includes a north arrow pointing upwards. A road labeled 'I-575' runs diagonally from the top left towards the bottom right. Another road labeled 'N. Maple Ave. Rd.' runs horizontally across the middle. A road labeled 'SALT MILL' runs vertically on the right side. A black dot representing the 'SITE' is located south of I-575 and west of N. Maple Ave. Rd. A scale bar at the bottom indicates distances of 0, 100, and 200 feet.

SITE MAP (NTS)

SHEET 3 OF 4

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road, Bld. Suite 312, Ste. 272, Marietta, GA 30066
TELEPHONE (678) 355-9905 FAX (678) 355-9805



JOB # 76950		DATE 8/11/2022	
DRAWING PLAN FOR		SCALE 1" = 60'	
WOODSTOCK INDUSTRIAL PARK, LLC			
LANS LEE 681 & 682		15th STREET	
LOT		SECTION	
BLOCK		UNIT	
SUBSECTION		COUNT COMMENTS	
SAPVED		COUNT COMMENTS	
COMPLET		COUNT COMMENTS	
# 28, PAGE		28	

Cherokee County Planning Commission

Staff Report

September, 2025

Case Number: 25-08-021
Applicant/Owner/Contact: Robert and Mary Stone
Current Zoning: R-40 (Residential)
Proposed Zoning: LI (Light Industrial)
Proposed Use: Commercial and RV parking, and a non-climate controlled self-storage facility
Address: 624 North Rope Mill Rd
Map Number: 15N16 047 and 15N16 048
Acres: 11.1 +/- acres
Commission District: District 3 – Commissioner Carter

Request

Applicants are requesting to rezone property from R-40 (Single-Family Residential) to LI (Light Industrial) for RV and commercial parking. The applicants are seeking a Special Use Permit for a non-climate controlled self-storage facility. The applicants are also seeking the following concurrent variances:

1. Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 25-feet;
2. Article 27, Appendix C, Site Density Requirements, to allow 100% credit in the stream and zoning buffers to count towards site density;
3. Cherokee County Standard Detail 210 - Non-Residential Driveway to remove the required deceleration lane;
4. Article 7, Section 7.7-4, A, #3 to reduce the front setback from 50' to 10';
5. Article 7, Section 7.7-4, A, #4, to allow for the facility to not be fully enclosed by a six-foot privacy fence;
6. Article 10, Section 10.6-2 to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.

Site

The subject properties have one pre-existing residential structure and driveway. The northern property backs up against I-575 and has a stream that crosses through the northern corner of the parcel. Both parcels have frontage on North Rope Mill Road (local County Road). The applicant is requesting to rezone all 11.1 +/- acres from R-40 to LI with concurrent variances, for the construction of a commercial and RV parking

lot and to receive a special use permit for a non-climate controlled self-storage facility. The application has shown around 63 storage yard spaces on the submitted site plan.

Section 7.7-4, A, #3 states that “all non-climate controlled storage facilities shall have a minimum setback of 50-feet from any local street right-of-way. All non-climate controlled storage facilities shall have a minimum setback of 25-feet from any side or rear property line.” The applicant states that a 50’ front setback would compress development and result in an unworkable building footprint. Therefore, they are requesting this to be reduced to 10-feet.

Article 27, Section 27.15-2 of the Technology Ridge Tree Buffer Zone requires that “areas lying parallel on each side of I-575 shall require a seventy-five (75) foot minimum undisturbed tree buffer requiring ninety (90) percent visual screening during all seasons. Supplemental planting is required if this screening does not exist.” The applicant states that the subject property provides limited usable land due to the irregular shape and that screening can still be achieved through the natural features of the property if the buffers are reduced to 25’.

Article 27, Appendix C, Site Density Requirements, states that all applicable sites retain a minimum tree density as defined in Section 27.8 Density Requirements. The applicant states that the site has a significant number of mature trees within the zoning buffer that can count towards the tree canopy and that additional planting would reduce the amount of usable building space.

Article 7, Section 7.7-4, A, #4, states that “all non-climate controlled storage facilities shall be fully enclosed by a six (6) foot tall opaque privacy fence or decorative wall. The finished side of the fence or decorative wall shall face the exterior property line to allow for the facility to not be fully enclosed by a six-foot privacy fence.” The applicant states that the subject property abuts wooded areas and an undeveloped parcel that provide natural screening. The applicants state that a fence would be redundant and environmentally intrusive in that it would require tree removal to build the fence.

Cherokee County Standard Detail 210 depicts the requirements for a deceleration lane. The applicant states that the subject property has limited frontage and is located in a lower-traffic section of the road (25 mph). Additionally, the applicant states that the traffic count and speed data do not justify a deceleration lane.

Article 10, Section 10.6-2 requires an undisturbed zoning buffer of 50-feet where adjacent to residentially zoned property. The unique, narrow shape of the southern property, 624 North Rope Mill Rd, may struggle to comply with the 50-foot setbacks and buffers required for LI properties. Additionally, the rezone to LI will mean that the pre-existing home and driveway will be out of compliance with LI buffer requirements. The applicant is requesting this variance to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.

On May 2, 2023, the Board of Commissioners approved the applicants’ petition to withdraw a request to rezone with concurrent variances, without prejudice, for the subject properties related to case 23-03-005. The Planning Commission recommendation was for denial.

Existing Development Pattern

Parcel	Land Use	Zoning District
North	Residential	R-40

South	Private Lot	LI (City of Woodstock)
East	Residential	R-40
West	Residential/I-575	R-40

Future Land Use

The properties lie within the Wildcat Character Area. This Character Area is intended for development focused on large corporate centers, campuses, and office complexes. Residential uses should only be located where integrated into a mixed-use development. It is critical to ensure residential uses do not become a primary land use, therefore substantially reducing the non-residential character of the area and causing land use conflicts. Supported Primary Land Uses include office building and complexes. Supported Secondary Land Uses include mixed-use buildings.

Zoning

Current: The purpose of the R-40 districts to enable “For Sale” residential development and For Sale Communities of a low-density urban character. The regulations are designed to permit and encourage residential development in areas where urbanization is taking place. Limited agricultural uses, such as crop production and animal husbandry, on tracts of 5 acres or more are also compatible with this district.

Proposed: The purpose of the LI district is to provide suitable areas for industrial development but whose proximity to residential or commercial districts makes it desirable to limit the intensity of industrial operations and processes. This district limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors, with the exception of limited amounts of outdoor storage which shall be screened and situated in a side or rear yard. The district should be accessible to a major arterial or State Highway. Permitted uses are restricted to those which are not characterized by smoke, dust, fumes, gas, heat, glare, fire hazards, noise, vibrations and other nuisances.

Impact

Building Review

ADA parking and restrooms may be required based on the proposed use.

Stormwater

The following will be required as part of the land disturbance permit (LDP).

1. Stormwater quantity and quality control facilities consistent with requirements of the Georgia Stormwater Management Manual will be required.
2. Stormwater frontage improvements along North Rope Mill Road will be required and should be incorporated into the stormwater management facility design.

Transportation

1. Each commercial entrance will be required to have R30' radii with 24-foot pavement width at the radii returns. The minimum County pavement specifications will be required within the R/W and

entrance radii. The LDP plans will have to meet intersection sight distance requirements, and if the line of sight extends across private property, then ISD easements will be required.

2. Typically, a traffic study or memorandum would be provided for the requested variance to delete the right-turn DECEL lane. However, due to the County's vision to account for re-development of this area in the Wildcat Sixes Area, a deceleration lane is not required or is of concern at this time.

Cherokee County Water and Sewer Authority (CCWSA)

CCWSA indicates that water is available through an 8-inch pipe.

Analysis

Section 7.1-14 of the Zoning Ordinance allows Light Industrial districts to be in proximity to residential or commercial developments and requires that the district be accessible to a major arterial or State Highway. The subject properties have access to North Rope Mill Rd, which is a local road, that dead ends at Sixes Road which is characterized as a major collector road. This district also limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors, with the exception of limited amounts of outdoor storage which shall be screened and situated in a side or rear yard. In this case, open storage with variances to the required screening requirements is requested which may not be supported. With this in mind, there may be grounds to recommend denial of the proposed rezoning, SUP, and requested variances.

The properties are located in the Wildcat Character Area which supports the use of office buildings and complexes, and mixed-use buildings. It does not support lower residential density as currently zoned. The subject properties are in close proximity to other LI properties including a business park and GC (General Commercial) properties including an existing storage facility and the Lebanon Church Cemetery, and R-40 residential properties. The properties are also in the vicinity of two recent special use permit approvals for climate-controlled self-storage facilities. The applicants also own two LI properties south of the subject properties, that are within the city of Woodstock. When considering these factors, there may be grounds to recommend approval of the proposed rezoning, SUP, and requested variances.

Should the Planning Commission recommend approval, staff recommends the following conditions:

1. Rezone property to LI (Light Industrial) with the following conditions:
 - a. No new permanent structures shall be constructed on the property except when required to comply with Cherokee County ordinances;
 - b. No alteration of the residential building on the property shall occur, except in compliance with Cherokee County ordinances;
 - c. The use shall be limited as a self-storage facility for watercraft, recreational vehicles, and passenger vehicles, and an industrial parking lot for vehicles and equipment;
 - d. No business or use, other than those mentioned in these conditions, shall be permitted on the property;

- e. All parking shall be limited to designated parking areas and spaces on the property;
- f. Outdoor lighting shall be reviewed and approved in accordance with Article 25 of the Cherokee County Zoning Ordinance;
- g. Retail and wholesale operations shall be prohibited;
- h. No signage shall be permitted where visible to I-575;
- i. Loading and unloading shall only occur on the property and not within or adjacent to the right-of-way;
- j. A minimum 6-foot tall privacy fence shall be required where storage may be visible from all rights-of-way;
- k. The use for which Rezoning is granted shall commence operations within twelve (12) months of the date of approval by the Board of Commissioners. If, at the end of this twelve (12) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to reverse the zoning approval from the property back to R-40.

2. SUP for Self-Storage with the following conditions:

- a. Approval shall be limited to the applicant or applicant's business license;
- b. The use for which a Special Use Permit is granted shall commence operations within twelve (12) months of the date of approval by the Board of Commissioners. If, at the end of this twelve (12) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to remove the Special Use Permit from the property.



Case # 25-08-021

1

APPLICANT: Mary and Robert Stone

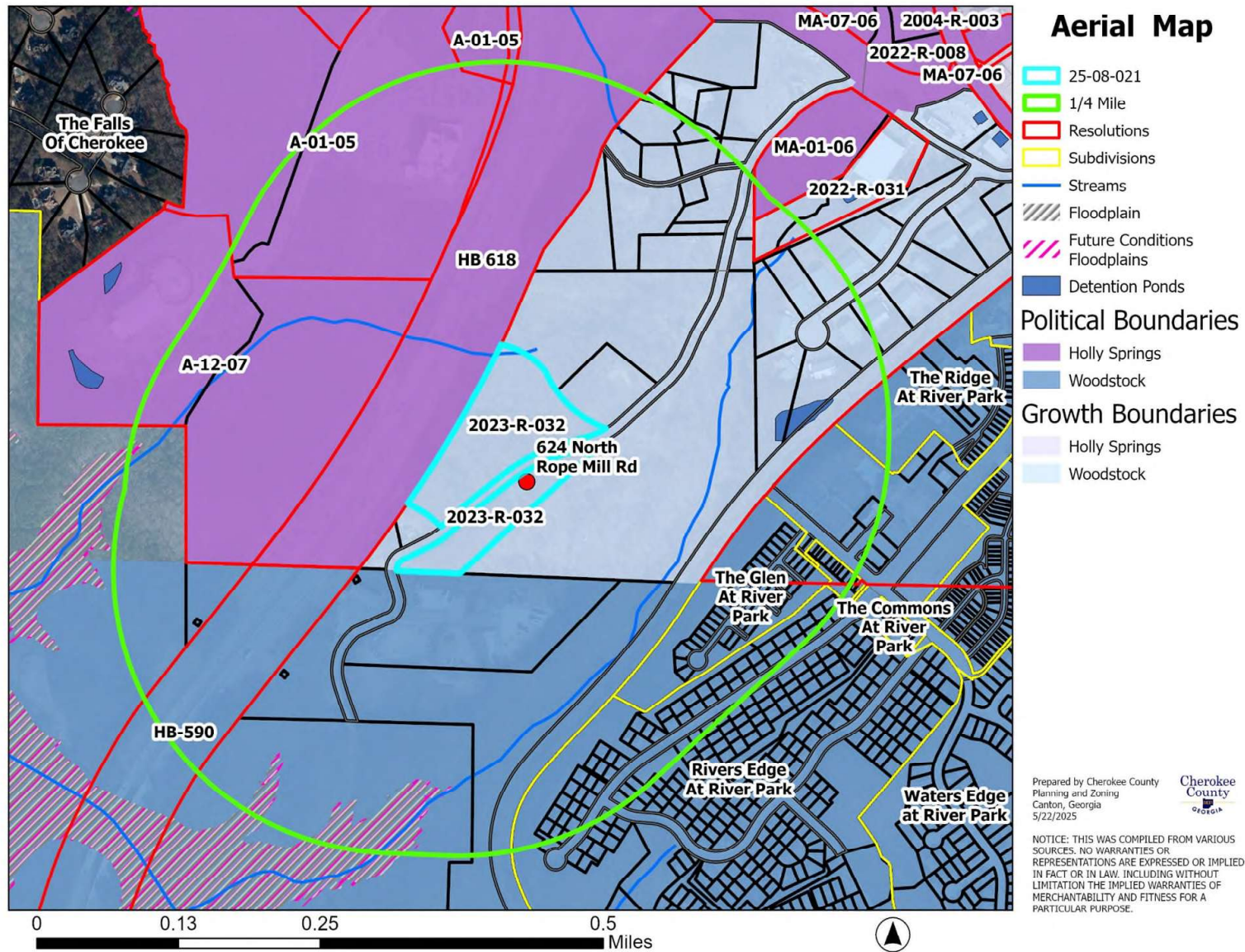
LOCATION: 624 North Rope Mill Road

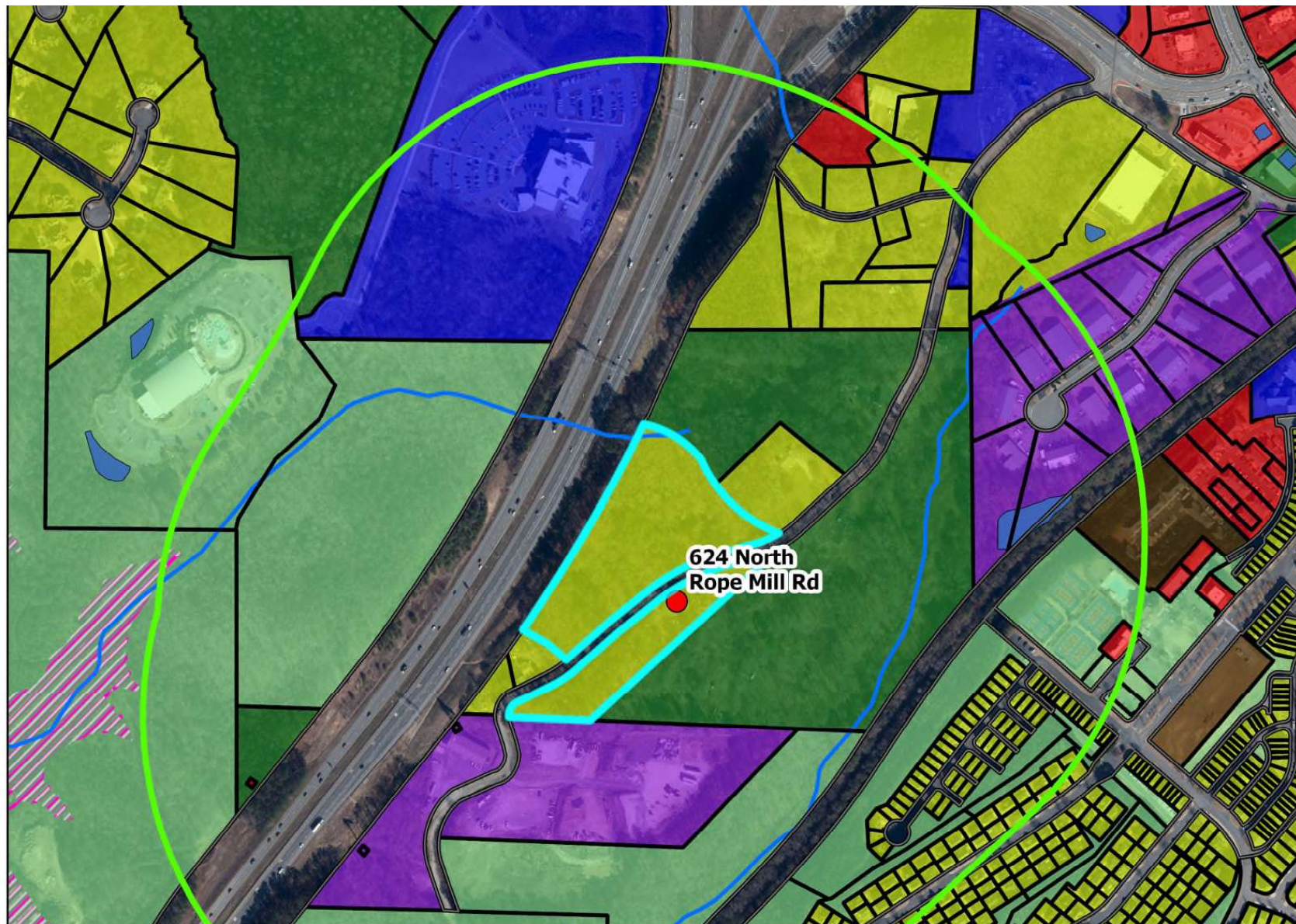
COMMISSION DISTRICT: 3 – Commissioner Carter

ACRES: 11.1 +/- acres

REQUEST:

- ▶ Rezone from R-40 (Single-Family Residential) to LI (Light Industrial) for RV and commercial parking.
- ▶ Special Use Permit for a non-climate controlled self-storage facility.
- ▶ The following concurrent variances:
 1. Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 25-feet;
 2. Article 27, Appendix C, Site Density Requirements, to allow 100% credit in the stream and zoning buffers to count towards site density;
 3. Cherokee County Standard Detail 210 - Non-Residential Driveway to remove the required deceleration lane;
 4. Article 7, Section 7.7-4, A, #3 to reduce the front setback from 50' to 10';
 5. Article 7, Section 7.7-4, A, #4, to allow for the facility to not be fully enclosed by a six-foot privacy fence;
 6. Article 10, Section 10.6-2 to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.





EXIST. Land Use Map

25-08-021

1/4 Mile

Streams

Floodplain

Future Conditions
Floodplains

Detention Ponds

Existing Land Uses

Residential
Accommodations

General Sales or Service

Manufacturing,
Wholesale Trade

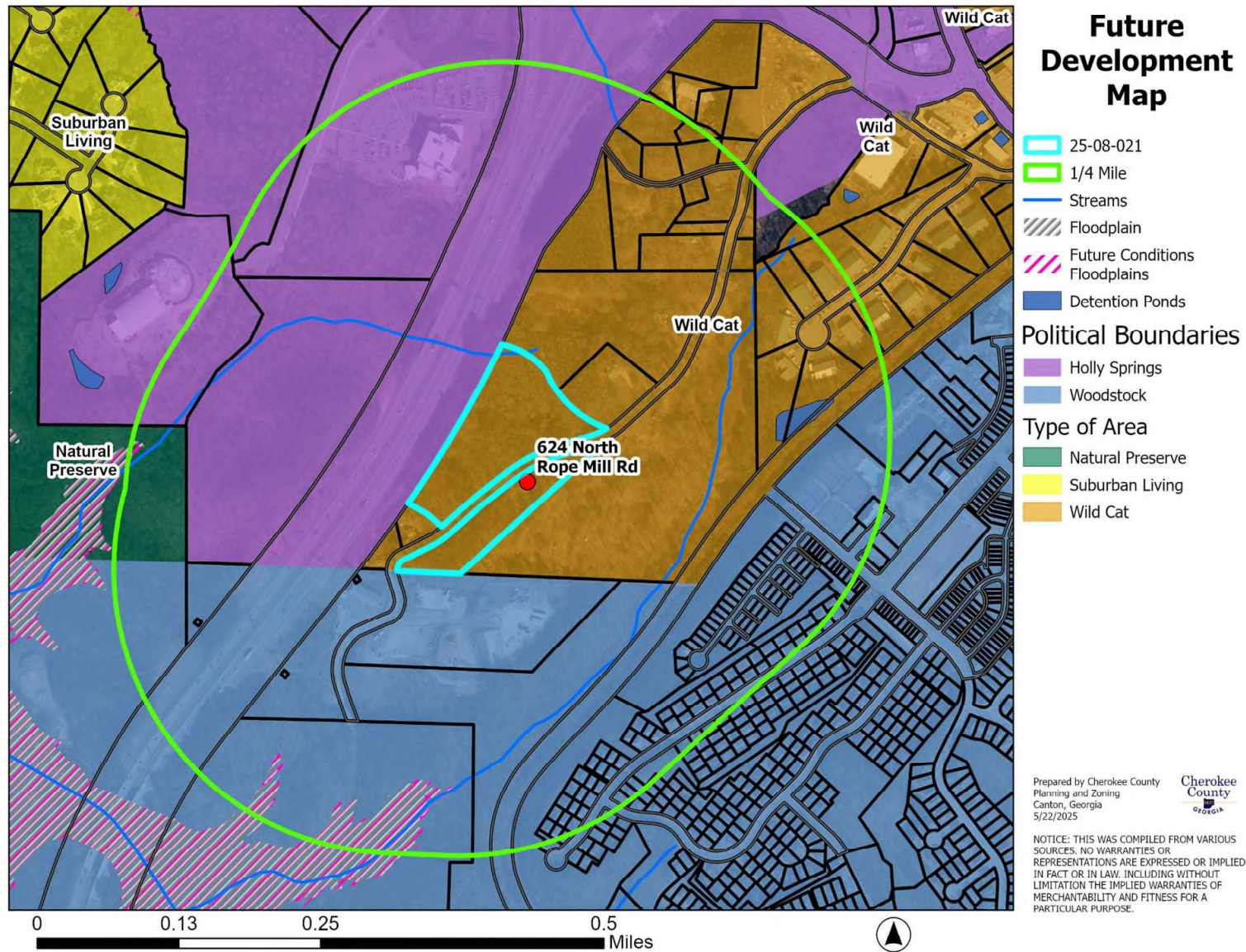
Trans. Comm'l, Info.,
Utilities

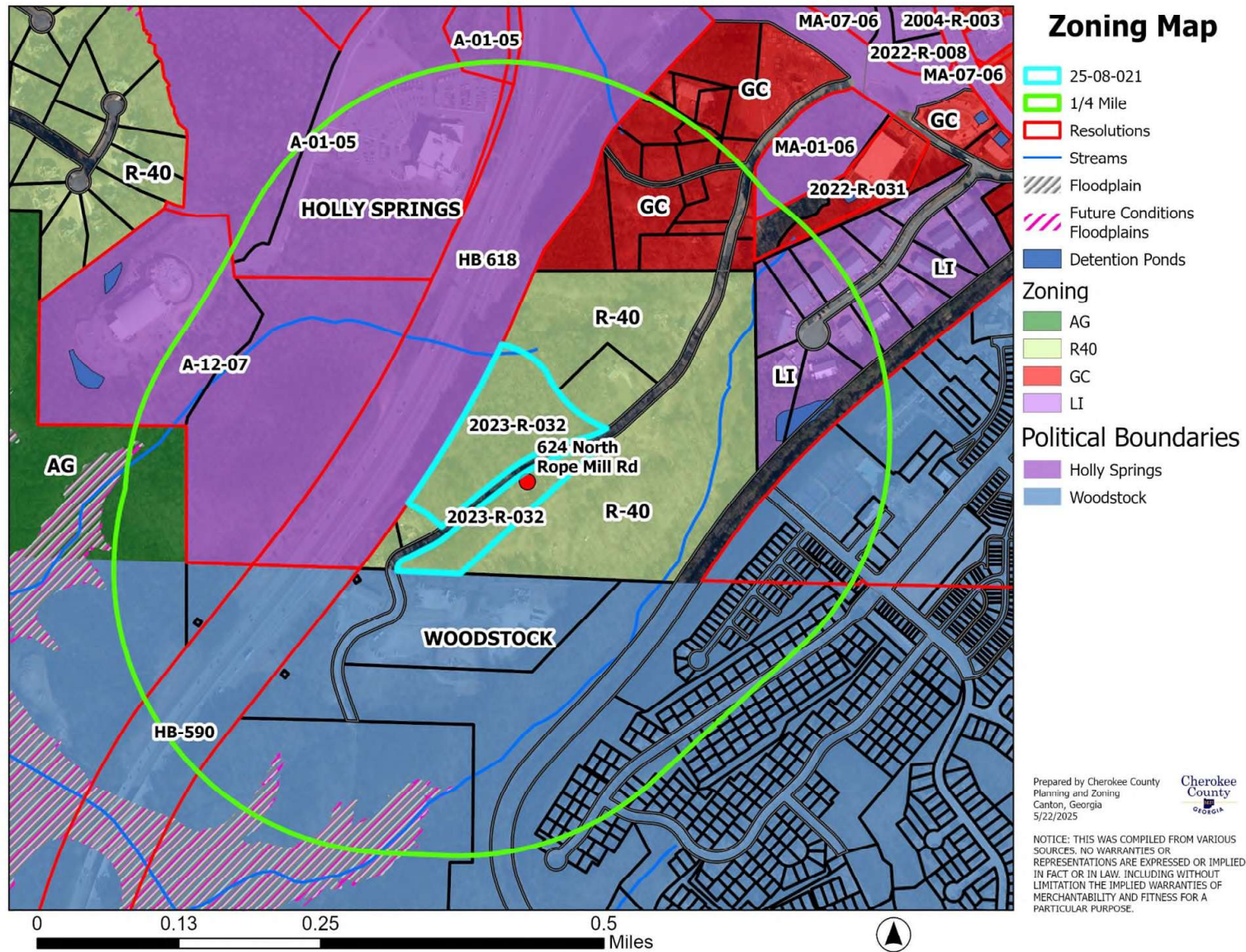
Arts, Entertainment,
Recreation

Ed., Public Admin.,
Health Care Institutions

Ag., Forestry, Fishing,
Hunting

Under Development





PROPOSED SITE PLAN
Woodstock Industrial Park, LLC

REZONING PLAN FOR:
624 NORTH ROPE MILL ROAD
LAND LOTS 661 & 662
15th DISTRICT - 2nd SECTION
CHEROKEE COUNTY, GEORGIA
EXISTING ZONING: R-40
PROPOSED ZONING: I-1
PIN: 15-0000-0003
& 15-0662-0004

10.62 ACRES

PROJECT NAME: 624 NORTH ROPE MILL RD.
PROJECT NUMBER: PL20220000846

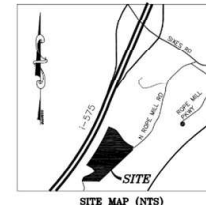
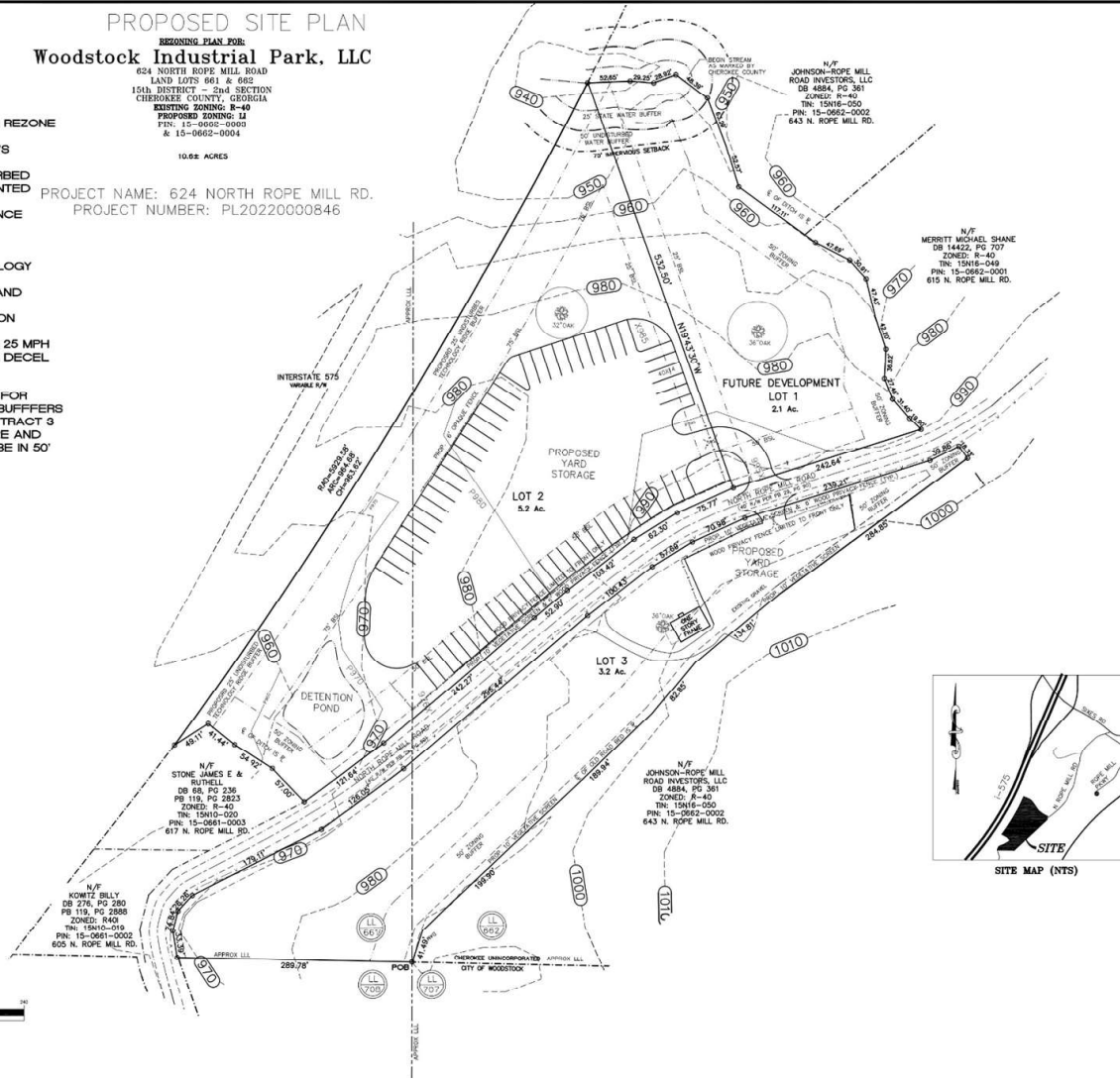
THE PURPOSE OF THIS PLAN IS TO REZONE
THIS PROPERTY FROM R-40
TO I-1 AND TO REQUEST VARIANCE'S

1. VARIANCE FROM CODE SEC. 7.7
TO REDUCE THE 50' UNDISTURBED
ZONING BUFFER TO A 10' PLANTED
LANDSCAPE SCREENING
WITH A 6' WOOD PRIVACY FENCE
ALONG FRONTAGE ONLY OF
ROPE MILL RD.
2. VARIANCE FROM SEC. 10.16 -
TO REDUCE THE 75' TECHNOLOGY
RIDGE BUFFER TO A 25 FEET
BUFFER AND A 75' BUILDING AND
PARKING SET BACK LINE.
3. VARIANCE FROM TRANSPORTATION
SEC 2.1
AS TO NORTH ROPE MILL IS A 25 MPH
PAVED ROAD TO PROVIDE NO DECEL
LANE AT THIS TIME.
4. VARIANCE FROM SEC. 27.C -
TO ALLOW ABBOSHI CREDIT FOR
100% IN STREAM AND ZONING BUFFERS
5. VARIANCE FROM SEC. 10.6-2 ON TRACT 3
TO ALLOW EXISTING STRUCTURE AND
GRAVEL DRIVE AND LOT TO BE IN 50'
ZONING BUFFER.

SURVEY NOTES

- 1) ALL DEEDS REFERENCED SHOWN HEREON ARE RECORDED
IN THE CLERK OF SUPERIOR COURT'S OFFICE OF CHEROKEE
COUNTY, GEORGIA. SUBJECT AND ADJACENT PROPERTY
OWNERS' DEED REFERENCES ACCESSED VIA SUPERIOR COURT
RECORDS SERVICES AND APPLICABLE MAPS/PLANS ARE
REFERENCES AND ARE NOT GUARANTEED AS TO ACCURACY
OR COMPLETENESS.
- 2) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN
ABSTRACT TITLE. ALL MATTERS PERTAINING TO TITLE ARE
EXCEPTED.
- 3) DISTANCES SHOWN ARE HORIZONTAL.
- 4) THIS PROPERTY MAY CONTAIN WETLANDS. ALL WETLANDS ARE
UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF
ENGINEERS AND/OR THE STATE OF GEORGIA'S DEPARTMENT OF
NATURAL RESOURCES. THE STATE OF GEORGIA'S DEPARTMENT OF
NATURAL RESOURCES HAS REVIEWED THIS MAP AND HAS
ISSUED A PERMIT TO DISTURB WETLANDS FOR THESE PROTECTED
AREAS WITHOUT THE PROPER PERMIT APPLICATION AND
APPROVAL.
- 5) THIS PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD
AREA VIA THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S
FLOOD INSURANCE RATE MAP NO. 1305000000E, EFFECTIVE
DATE: 08/01/2018.
- 6) INFORMATION FURNISHED HEREON RELYING THEREON, SUCH
CHARACTER, AND LOCATION OF EXISTING UNDERGROUND
UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO
CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT
SHALL BE CONSIDERED BY THE USER. THE USER'S EMPLOYER
OR OTHER PARTY SHALL BE RESPONSIBLE FOR THE ACCURACY OF
UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON
MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT
SHOWN MAY BE ENCOUNTERED. THE USER'S EMPLOYER
OR OTHER PARTY SHALL BE RESPONSIBLE FOR THE ACCURACY OF
THIS INFORMATION SHOWN HEREON AS TO SUCH
UNDERGROUND INFORMATION.
- 7) NO BOUNDARY FIELD WORK HAS BEEN PERFORMED BY
FRONTLINE SURVEYING & MAPPING, INC.
- 8) PLAT CLOSURE: 1:167,000.

GRAPHIC SCALE



SHEET 3 OF 4

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road, Bld. 312, Ste. 272, Marietta, GA 30066
TELEPHONE (678) 355-9905 FAX (678) 355-9805

DATE: 01/11/2022
SCALE: 1" = 60'
COUNTY: CHEROKEE
DISTRICT: 15th DISTRICT
SECTION: 2nd SECTION
LOT: 624 N. ROPE MILL RD.
SUBDIVISION: 624 N. ROPE MILL RD.
COUNTY COMMENTS: 15-0000-0003
COUNTY COMMENTS: 15-0662-0004
JOB # 76950

Arborist Site Visit 8/27/25

- ▶ Recent tree clearing – both sides of road
- ▶ Pines and hardwoods
- ▶ I-575 buffer cleared to 25 feet



Should the Planning Commission recommend Approval, Staff recommends the following Conditions:

1. Rezone property to LI (Light Industrial) with the following conditions:
 - a. No new permanent structures shall be constructed on the property except when required to comply with Cherokee County ordinances;
 - b. No alteration of the residential building on the property shall occur, except in compliance with Cherokee County ordinances;
 - c. The use shall be limited as a self-storage facility for watercraft, recreational vehicles, and passenger vehicles, and an industrial parking lot for vehicles and equipment;
 - d. No business or use, other than those mentioned in these conditions, shall be permitted on the property;
 - e. All parking shall be limited to designated parking areas and spaces on the property;
 - f. Outdoor lighting shall be reviewed and approved in accordance with Article 25 of the Cherokee County Zoning Ordinance;
 - g. Retail and wholesale operations shall be prohibited;
 - h. No signage shall be permitted where visible from I-575;
 - i. Loading and unloading shall only occur on the property and not within or adjacent to the right-of-way;
 - j. A minimum 6-foot tall privacy fence shall be required where storage may be visible from all rights-of-way;
 - k. The use for which Rezoning is granted shall commence operations within twelve (12) months of the date of approval by the Board of Commissioners. If, at the end of this twelve (12) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to reverse the zoning approval from the property back to R-40.
 - l. No business license may be issued for this property until all land development requirements and conditions have been met.
2. SUP for Self-Storage with the following conditions:
 - a. Approval shall be limited to the applicant or applicant's business license;
 - b. The use for which a Special Use Permit is granted shall commence operations within twelve (12) months of the date of approval by the Board of Commissioners. If, at the end of this twelve (12) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to remove the Special Use Permit from the property.

Should the Planning Commission recommend Approval, Staff recommends the following Conditions:

3. Concurrent variance to Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 25-feet:
 - a. An enhanced planting plan interior to the 25' reduced technology ridge buffer shall be reviewed and approved by the Cherokee County Arborist prior to issuance of a Land Disturbance Permit (LDP). At a minimum, the planting plan shall include a minimum of two staggered rows of 12' tall Green Giant Arborvitae planted no further apart than 20' O.C. Planting must provide a year-round visual screen between the proposed project and the GDOT R/W fence line.



CHEROKEE COUNTY

Application for Public Hearing

Pre-Application Meeting Date: February 13, 2025

Preliminary Review Meeting Date: February 27, 2025

Community Information and Input Meeting Date: April 14, 2025

Applicant, or representative for applicant, **must attend** the Public Hearing. Failure of the applicant or his agent(s) to be present at the public hearing constitutes abandonment and dismissal of the case

Request Public Hearing (check all that apply)

☒	REZONING
☐	MODIFICATION OF ZONING CONDITIONS
☒	CONCURRENT VARIANCE(S)
☒	SPECIAL USE PERMIT
☐	LEGACY LOT
☐	OTHER:

SECTION I

CONTACTS	
Applicant	Name/Company Name: Robert and Mary Stone
Representative	Name/Company Name:

SECTION II

PROPERTY INFORMATION [refer to www.cherokeega.com – GIS and Mapping Tab]	
Tax Identification #(s): (Ex: 14N22 006 N) 15N16 047 and 15N16 048	
Property Identification #(s): (Ex: 14-0226-0014) 15-0662-0004 and 15-0662-0003	
Address(es): 624 and 0 North Rope Mill Rd	
Land Lot(s): 661-662	Land District(s): 15
Total Acreage: 11.1	
Future Development Map Designation: WILDCAT	
Current Zone: R40	Proposed Zone: LI
Proposed Use of Property: Commercial Parking, RV	

SECTION V

APPLICANT RESPONSE STATEMENT FOR REZONING / MODIFICATIONS TO ZONING CONDITIONS / OTHER –

Please respond to the following:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Nearby property is Light Industrial and Commercial.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
Zoning to light industrial will not adversely affect adjacent or nearby properties as the road has been operating with commercial vehicles for many years.

3. Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned.
The property does not have a reasonable as currently zoned R40. The area is light industrial and commercial.

4. Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Rezoning to LI would not put any additional burden of the existing street. This has already been addressed and no traffic impact study will be required.

5. Whether the proposed zoning is in conformity with the policy and interest of the land use plan.

Rezoning is the best use of the property in order to allow us to generate a sustainable income while keeping our property adaptable to the exciting future developments surrounding the Wild Cat project. We deeply value the progress in our community and want to ensure that our land remains useful and beneficial in the

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approved or disapproval of the proposed zoning.

The existing conditions are that R40 is not compatible with the present industrial and commercial area. Changing conditions would be the future Wild Cat project and rezoning would keep the land in a useful position for future development.

SECTION VI

APPLICANT RESPONSE STATEMENT FOR SPECIAL USE PERMIT ONLY –

Please respond to the following:

1. **Whether or not there will be a significant adverse effect on the surrounding area in which the proposed use will be located.**

The proposed self-storage use will not cause a significant adverse effect on the surrounding area. The use is low-impact, generates minimal traffic, and produces no excessive noise, light, or pollution.

2. **Whether or not the use is otherwise compatible with the surrounding area.**

The proposed use is compatible with the surrounding area. Self-storage is a transitional use that serves nearby residential, commercial, and industrial needs without disrupting existing character.

3. **Whether or not the use proposed will result in a nuisance as defined under state law.**

The use will not constitute a nuisance under state law. Self-storage facilities are quiet, low-traffic operations with no manufacturing or retail sales activity that would generate public disturbances.

4. **Whether or not quiet enjoyment of surrounding property will be adversely affected.**

Quiet enjoyment of neighboring properties will not be adversely affected. The self-storage facility is designed to be unobtrusive, with controlled access, restricted operating hours.

5. **Whether or not property values of surrounding property will be adversely affected.**

The proposed development will not negatively impact surrounding property values. Well-maintained self-storage facilities have been shown to stabilize or enhance property values by providing orderly and professionally managed uses.

6. **Whether or not adequate provisions are made for parking and traffic considerations.**

Adequate provisions have been made for parking and traffic. The use generates significantly less traffic than retail, office, or other commercial uses, and the site plan provides more than sufficient parking and internal circulation space.

7. **Whether or not the site or intensity of the use is appropriate.**

The proposed site and intensity of use are appropriate. The property size, location and proposed low-intensity design meet or exceed county development standards for Light Industrial districts.

8. **Whether or not special or unique conditions created by the use are consistent with the purpose, intent and goals of the Comprehensive Plan.**
The proposal is consistent with the Comprehensive Plan, which encourages light industrial and low-intensity commercial uses.
9. **Whether or not adequate provisions are made regarding hours of operation.**
Adequate provisions for hours of operation are in place. Access hours will be limited to standard daytime and early evening hours.
10. **Whether or not adequate controls and limits are placed on commercial and business deliveries.**
Adequate controls on deliveries are in place. Deliveries will be limited in scale with no regular truck traffic associated with typical warehouse operations.
11. **Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.**
Comprehensive landscape plans have been incorporated, including evergreen buffers.
12. **Whether or not the public health, safety, welfare or moral concerns of the surrounding neighborhood will be adversely affected.**
The project will not adversely affect public health, safety, welfare, or morals. The use is low-risk, non-polluting, and provides secure storage options that support both residents and small businesses.
13. **Whether the application complies with any applicable specific requirements set forth in the Zoning Ordinance for particular types of uses.**
The application fully complies with all applicable Zoning Ordinance requirements for Light Industrial zoning and Special Use for self-storage.
14. **Whether the applicant has provided sufficient information to allow a full consideration of all relevant factors.**
The applicant has provided all necessary documentation, including detailed site plans, landscape plans, and operational details, to allow for a complete and informed evaluation.
15. **Whether the Special Use requested emits or creates unusual odors which would warrant use of an odor elimination/attenuation system as recommended by industry standards.**
The proposed use will not emit or create any unusual odors, as a non-industrial, non-manufacturing use.

SECTION VII ZONING VARIANCE I Driveway and House Buffer

CONCURRENT VARIANCES	
Variance Request	Ordinance Article(s) and Section(s)
Zoning I reduce 75' tech buffer to 25'	Sec 10.16
Zoning I limit opaque privacy fence	Sec 7.7
Zoning I reduce 50' road setback to 10'	Sec 7.7
Transportation I no decel lane	Sec 2.10
Arborist I 100% credit in stream and zoning buffers	Sec 27.C

Allow house/driveway in 50' Buffer

Article 10 Sec 10.6-2

APPLICANT RESPONSE STATEMENT FOR CONCURRENT VARIANCE(S) ONLY – Please respond to the following standards for each variance request:

1. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

Yes. The house and driveway are pre-existing structures that were established prior to the proposed rezoning, making adherence to the 50' buffer requirement impractical without significant structural alterations. Additionally, the property's irregular shape and slope further constrain feasible development, necessitating a variance to accommodate the current and intended use as Light Industrial without requiring the demolition or relocation of existing improvements.

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

Yes. Enforcing the 50' buffer requirement would create a practical difficulty, as the house and driveway are already situated within the proposed buffer area. Compliance would require the removal of functional infrastructure, resulting in significant financial hardship and rendering portions of the property unusable. Granting the variance would allow for reasonable use of the property while maintaining essential access and functionality.

3. Such conditions are peculiar to the particular piece of property involved.

Yes. The conditions prompting the variance request are specific to the subject property due to its pre-existing residential use and its transition to Light Industrial zoning. Unlike adjacent properties, the subject property has existing structures positioned within the proposed buffer zone, creating a unique circumstance that is not shared by neighboring parcels. Additionally, the property's configuration and topography limit alternative siting options for the driveway and residential structure.

4. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.

No. Granting the requested variance would not cause substantial detriment to the public good or impair the purposes and intent of the zoning ordinance. The variance seeks to maintain existing structures without further encroachment into the buffer area, preserving the established use while facilitating the transition to Light Industrial zoning.

5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.

Yes. A strict, literal interpretation of the buffer requirement would deprive the applicant of reasonable use of the property as permitted to others in similarly zoned districts. Other properties zoned Light Industrial in the area are permitted to maintain structures and driveways within specified setbacks, especially where such structures predate the zoning classification change. Denying the variance would impose an undue burden on the applicant that is inconsistent with the rights afforded to neighboring properties with similar zoning designations.

SECTION VII ZONING VARIANCE I Arborist Credit

CONCURRENT VARIANCES	
Variance Request	Ordinance Article(s) and Section(s)
Zoning I reduce 75' tech buffer to 25'	Sec 10.16
Zoning I limit opaque privacy fence	Sec 7.7
Zoning I reduce 50' road setback to 10'	Sec 7.7
Transportation I no decel lane	Sec 2.10
Arborist I 100% credit in stream and zoning buffers	Sec 27.C

APPLICANT RESPONSE STATEMENT FOR CONCURRENT VARIANCE(S) ONLY – Please respond to the following standards for each variance request:

1. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

Yes. The property contains a significant number of mature trees within zoning buffers, which contribute meaningfully to tree canopy goals but lie outside the buildable area.

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

Yes. Denying credit for these preserved trees would require additional planting within already-constrained useable areas, reducing usable space unnecessarily.

3. Such conditions are peculiar to the particular piece of property involved.

Yes. The combination of overlapping stream and zoning buffers with a mature forest canopy is unique to this parcel and not present in others nearby.

4. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.

No. Granting 100% arborist credit within buffers supports environmental goals and ensures tree preservation, which aligns with the ordinance's intent.

5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.

Yes. Other applicants have received similar credit, especially when trees within buffers are verified by an arborist and are being permanently preserved.

SECTION VII ZONING VARIANCE I Remove Decel Lane Requirement

CONCURRENT VARIANCES	
Variance Request	Ordinance Article(s) and Section(s)
Zoning I reduce 75' tech buffer to 25'	Sec 10.16
Zoning I limit opaque privacy fence	Sec 7.7
Zoning I reduce 50' road setback to 10'	Sec 7.7
Transportation I no decel lane	Sec 2.10
Arborist I 100% credit in stream and zoning buffers	Sec 27.C

APPLICANT RESPONSE STATEMENT FOR CONCURRENT VARIANCE(S) ONLY – Please respond to the following standards for each variance request:

1. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

Yes. The parcel has limited frontage and is located on a lower-traffic section of the road. Additionally, the traffic count and speed data do not justify a deceleration lane.

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

Yes. Installing a deceleration lane would require extensive regrading, resulting in disproportionate site development costs.

3. Such conditions are peculiar to the particular piece of property involved.

Yes. The limited road frontage and existing roadside infrastructure create unique constraints not faced by neighboring properties with more expansive frontage.

4. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.

No. Elimination of the decel lane will not impact traffic flow or safety, as the entrance is located far from intersections or other conflict points.

5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.

Yes. Similar low-traffic LI developments in the area have received relief from deceleration lane requirements based on site-specific factors.

SECTION VII ZONING VARIANCE I Reduce 50' Road Setback to 10'

CONCURRENT VARIANCES	
Variance Request	Ordinance Article(s) and Section(s)
Zoning I reduce 75' tech buffer to 25'	Sec 10.16
Zoning I limit opaque privacy fence	Sec 7.7
Zoning I reduce 50' road setback to 10'	Sec 7.7
Transportation I no decel lane	Sec 2.10
Arborist I 100% credit in stream and zoning buffers	Sec 27.C

APPLICANT RESPONSE STATEMENT FOR CONCURRENT VARIANCE(S) ONLY – Please respond to the following standards for each variance request:

1. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

Yes. The lot depth is significantly reduced by irregular property shape and slope making deeper setbacks infeasible.

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

Yes. A 50' setback would compress development into an unworkable footprint, effectively making compliance a barrier to any viable site use.

3. Such conditions are peculiar to the particular piece of property involved.

Yes. The rear encumbrance due to environmental buffers and slope is unique to this property and not representative of others in the zoning district.

4. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.

No. A reduced setback of 10' will still allow for landscaping and will align with existing development patterns along the corridor, without detracting from public aesthetics or safety.

5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.

Yes. Other properties in the vicinity, especially those on narrower lots, have been granted setback reductions to allow feasible development.

SECTION VII ZONING VARIANCE I Limit Opaque Fence to Road Frontage

CONCURRENT VARIANCES	
Variance Request	Ordinance Article(s) and Section(s)
Zoning I reduce 75' tech buffer to 25'	Sec 10.16
Zoning I limit opaque privacy fence	Sec 7.7
Zoning I reduce 50' road setback to 10'	Sec 7.7
Transportation I no decel lane	Sec 2.10
Arborist I 100% credit in stream and zoning buffers	Sec 27.C

APPLICANT RESPONSE STATEMENT FOR CONCURRENT VARIANCE(S) ONLY – Please respond to the following standards for each variance request:

1. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

Yes. The subject property abuts wooded areas and undeveloped parcels on three sides, which already act as natural visual barriers. Installing opaque fencing on all sides would be redundant and environmentally intrusive.

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

Yes. Installing a full perimeter opaque fence would involve significant tree removal, grading, and cost—an unnecessary burden for limited gain.

3. Such conditions are peculiar to the particular piece of property involved.

Yes. The property's adjacency to low-impact land uses and natural buffer areas makes it unique in terms of existing privacy and separation.

4. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.

No. Providing fencing only along the road frontage maintains visual screening from public view while preserving the natural character of the surrounding areas.

5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.

Yes. Several nearby industrial parcels have received variances for partial fencing where topography or natural buffers already provide screening.

SECTION VII ZONING VARIANCE I Reduce 75' Tech Buffer to 25'

CONCURRENT VARIANCES	
Variance Request	Ordinance Article(s) and Section(s)
Zoning I reduce 75' tech buffer to 25'	Sec 10.16
Zoning I limit opaque privacy fence	Sec 7.7
Zoning I reduce 50' road setback to 10'	Sec 7.7
Transportation I no decel lane	Sec 2.10
Arborist I 100% credit in stream and zoning buffers	Sec 27.C

APPLICANT RESPONSE STATEMENT FOR CONCURRENT VARIANCE(S) ONLY – Please respond to the following standards for each variance request:

1. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

Yes. The subject property is constrained by both it's irregular shape and natural features, significantly limiting usable land area. Full compliance with the 75' technology buffer would be impractical without sacrificing useable space

2. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

Yes. Full enforcement of the 75' buffer would render a large portion of the lot unusable, undermining the feasibility of any LI-zoned development on the site.

3. Such conditions are peculiar to the particular piece of property involved.

Yes. The property's topography includes a significant grade change and mature vegetative cover along the proposed buffer line, which already provides visual screening. These site-specific features are not common to nearby parcels.

4. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.

No. Reducing the buffer to 25'—while maintaining natural screening—will not negatively affect adjacent properties or public interests, and the intent of the ordinance (visual and environmental buffering) will still be met.

5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.

Yes. Other LI properties with less topographic constraint have been allowed similar or lesser buffer reductions.

SECTION IX

AUTHORIZATION OF PROPERTY OWNER – USE A SEPARATE PAGE FOR EACH PROPERTY OWNER LISTED ON THE PROPERTY DEED.

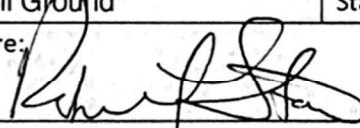
I, Robert Stone, being duly sworn upon his/her oath, being of sound mind and legal age, deposes and states that he/she is the owner of the property which is subject of this application, as is shown in the records of Cherokee County, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for (check all that apply):

☒	REZONING (with or without concurrent variance(s))
☐	MODIFICATION OF ZONING CONDITIONS
☒	SPECIAL USE PERMIT (with or without concurrent variance(s))
☐	LEGACY LOT
☐	OTHER:

I hereby authorize the staff of the Cherokee County Planning and Zoning Department to inspect the premises which are subject of the application.

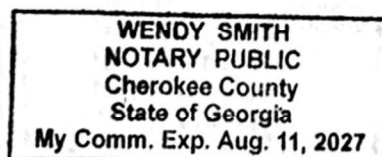
Applicant	Name: Robert and Mary Stone		
	Address: 50 Cornerstone Creek		
	City: Ball Ground	State: GA	Zip: 30107-2499

Property Owner	Name: Robert and Mary Stone		
	Address: 50 Cornerstone Creek		
	City: Ball Ground	State: GA	Zip: 30107-2499
	Signature: 		
	Print Name: Robert Stone		Date: 4-21-25

Sworn to and subscribed before me this: 21st day of April, 2025.

Notary Signature: Wendy Smith

(Notary Seal)



SECTION IX

AUTHORIZATION OF PROPERTY OWNER – USE A SEPARATE PAGE FOR EACH PROPERTY OWNER LISTED ON THE PROPERTY DEED.

I, Mary Stone, being duly sworn upon his/her oath, being of sound mind and legal age, deposes and states that he/she is the owner of the property which is subject of this application, as is shown in the records of Cherokee County, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for (check all that apply):

☒	REZONING (with or without concurrent variance(s))
☐	MODIFICATION OF ZONING CONDITIONS
☒	SPECIAL USE PERMIT (with or without concurrent variance(s))
☐	LEGACY LOT
☐	OTHER:

I hereby authorize the staff of the Cherokee County Planning and Zoning Department to inspect the premises which are subject of the application.

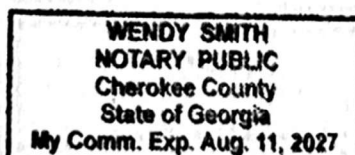
Applicant	Name: Robert and Mary Stone		
	Address: 50 Cornerstone Creek		
	City: Ball Ground	State: GA	Zip: 30107-2499

Property Owner	Name: Robert and Mary Stone		
	Address: 50 Cornerstone Creek		
	City: Ball Ground	State: GA	Zip: 30107-2499
	Signature: <u>Mary Stone</u>		
	Print Name: Mary Stone		Date: <u>4-21-25</u>

Sworn to and subscribed before me this 21st day of April, 2025.

Notary Signature: Wendy Smith

(Notary Seal)



SECTION VIII

CAMPAIGN DISCLOSURE STATEMENT

Nothing in Chapter 36 of Official Code of Georgia Annotated shall be construed to prohibit a local government official from voting on a zoning decision when the local government is adopting a zoning ordinance for the first time or when a local government is voting upon a revision of the zoning ordinance initiated by the local government pursuant to a comprehensive plan as defined in Chapter 70 of this title.

☒ No, I have not made any campaign contribution to County Officials voting on this application exceeding \$250 in the past two years.

☐ Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To whom: _____

Value of Contribution: _____

Date of Contribution: _____

Signature of Applicant: Mary Stone

Print Name: Mary Stone

Date: 4-21-25

Sworn to and subscribed before me this: 21st day of April
2025

Notary Signature: Wendy Smith

(Notary Seal)

WENDY SMITH
NOTARY PUBLIC
Cherokee County
State of Georgia
My Comm. Exp. Aug. 11, 2027

SECTION VIII

CAMPAIGN DISCLOSURE STATEMENT

Nothing in Chapter 36 of Official Code of Georgia Annotated shall be construed to prohibit a local government official from voting on a zoning decision when the local government is adopting a zoning ordinance for the first time or when a local government is voting upon a revision of the zoning ordinance initiated by the local government pursuant to a comprehensive plan as defined in Chapter 70 of this title.

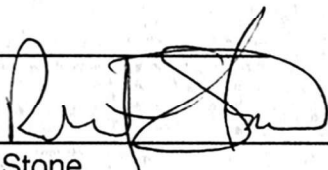
☒ No, I have not made any campaign contribution to County Officials voting on this application exceeding \$250 in the past two years.

☐ Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To whom: _____

Value of Contribution: _____

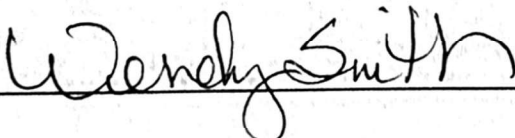
Date of Contribution: _____

Signature of Applicant: 

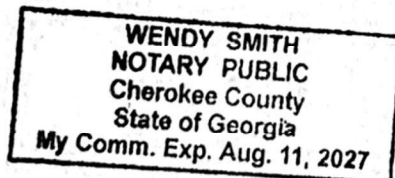
Print Name: Robert Stone

Date: 4-21-25

Sworn to and subscribed before me this: 21st day of April
2025

Notary Signature: 

(Notary Seal)



Return Recorded Document to:
SELLERS & WARREN, P.C.
ATTORNEYS AT LAW
115 Woodland Way, Suite 100
Canton, GA 30114

**JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED**

**STATE OF GEORGIA
COUNTY OF**

File #: 212395

This Indenture made this **30th** day of **August, 2022**, between **CANTON MOTOR SALES, INC.**, of the County of **CHEROKEE**, State of Georgia, as party or parties of the first party, hereinafter called Grantor, and **ROBERT STONE and MARY STONE**, as **joint tenants with right of survivorship and not as tenants in common**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) DOLLARS** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lots 661 and 662 of the 15th District, 2nd Section, Cherokee County, Georgia, being designated as Tract 1 containing 7.86 acres as shown on that plat of survey for Robert & Mary Stone recorded at Plat Book 119, Page 2641, Cherokee County, Georgia Records, said plat being incorporated herein by reference thereto.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against all claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Lynn M. Fowler
Witness

Kim Sellers
Notary Public



CANTON MOTOR SALES, INC.

Jack L. Moore (Seal)
Jack L. Moore President

____ (Seal)



Return Recorded Document to:
SELLERS & WARREN, P.C.
ATTORNEYS AT LAW
115 Woodland Way, Suite 100
Canton, GA 30114

**JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF

File #: 212395

This Indenture made this 30th day of August, 2022, between **JACK L. MOORE AND MARGARET FOSTER MOORE AS EXECUTOR OF THE LAST WILL AND TESTATMENT OF EUGENE J. MOORE DBA MWMM INVESTORS**, of the County of CHEROKEE, State of Georgia, as party or parties of the first party, hereinafter called Grantor, and **ROBERT STONE and MARY STONE**, as joint tenants with right of survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) DOLLARS** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lots 661 and 662 of the 15th District, 2nd Section, Cherokee County, Georgia, being designated as Tract 2 containing 3.21 acres, as shown on that plat of survey for Robert & Mary Stone recorded at Plat Book 119, Page 2641, Cherokee County, Georgia Records, said plat being incorporated herein by reference thereto.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against all claims of all persons whomsoever.

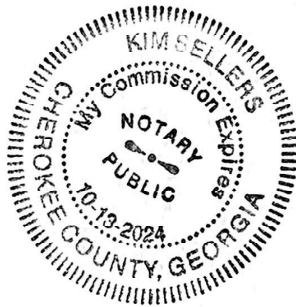
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Lynum Fowler
Witness

Jack L. Moore (Seal)
Jack L. Moore dba MWMM Investors

Kim Sellers
Notary Public



Margaret Foster Moore (Seal)
Margaret Foster Moore Executor of the Last
Will and Testament of Eugene J. Moore dba
MWMM Investors

Community Input and Information Meeting Summary Report

Date: Monday, April 14, 2025 6:00 PM

Location: Fire Station 22, Bridgemill

Persons: 2 guests

Summary: No concerns were voiced regarding this zoning.



3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

LEGAL DESCRIPTION – TOTAL Combined Area to be Rezoned

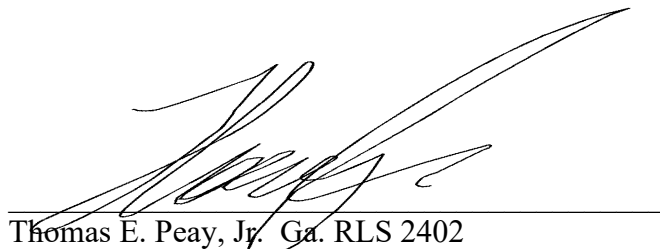
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 661 and 662 of the 15th District, 2nd Section, of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at the point of common intersection of Land Lots 661, 662, 707, and 708 (Iron Pin Found, #4 Re-Bar at pine stump) thence proceed westerly along the line common to Land Lots 661 and 708 North 88°45'43" West a distance of 291.10 feet to a point (Iron Pin Found, #4 Re-Bar) on the easterly right-of-way of North Rope Mill Road (40' R/W); Thence proceed along said easterly and southeasterly right-of-way of said North Rope Mill Road the following courses and distances: along a curve to the right a distance of 107.51 feet with a radius of 76.55 feet (said curve being subtended by a chord bearing North 24°15'53" East a chord distance of 98.89 feet) to a point, North 64°30'00" East a distance of 113.47 feet to a point on the southeasterly right-of-way of North Rope Mill Road (40' R/W); Thence leaving said southeasterly right-of-way proceed North 14°44'09" East across said North Rope Mill Road a distance of 55.40 feet to a point (Iron Pin Found, #4 Re-Bar) on the northwesterly right-of-way of said North Rope Mill Road, said Iron Pin Found, #4 Re-Bar is located in the centerline of a ditch on said right-of-way; Thence leaving said right-of-way proceed along said centerline of ditch the following courses and distances: North 25°07'11" West a distance of 26.05 feet to a point, North 55°19'08" West a distance of 46.48 feet to a point, North 64°27'10" West a distance of 29.26 feet to a point, North 57°59'08" West a distance of 62.67 feet to a point, North 56°49'53" West a distance of 47.79 feet to a point (Iron Pin Found, #4 Re-Bar) on the southeasterly right-of-way of Interstate 575 (variable R/W); Thence following said southeasterly right-of-way proceed along a curve to the left a distance of 964.68 feet with a radius of 5929.58 feet (said curve being subtended by a chord bearing North 30°03'20" East a chord distance of 963.62 feet) to a point (Iron Pin Set, #4 Capped Re-Bar) in the centerline of a ditch; Thence leaving said right-of-way proceed along said centerline of ditch the following courses and distances: North 84°09'00" East a distance of 40.39 feet to a point, South 85°43'35" East a distance of 31.55 feet to a point, North 68°00'24" East a distance of 33.78 feet to a point, South 70°48'26" East a distance of 17.08 feet to a point, South 46°35'28" East a distance of 42.96 feet to a point, South 30°23'56" East a distance of 35.85 feet to a point, South 08°46'37" East a distance of 37.28 feet to a point, South 24°24'43" East a distance of 41.99 feet to a point, South 58°39'00" East a distance of 68.44 feet to a point, South 60°21'31" East a distance of 90.85 feet to a point, South 37°33'21" East a distance of 53.58 feet to a point, South 02°57'05" West a distance of 25.69 feet to a point, South 20°24'40" East a distance of 50.38 feet to a point, South 04°46'49" East a distance of 31.55 feet to a point, South 26°24'26" East a distance of 24.43 feet to a point, South 42°06'06" East a distance of 77.05 feet to a point, South 83°39'25" East a distance of 26.63 feet to a point on the aforesaid northwesterly right-of-way of North Rope Mill Road (40' R/W); Thence leaving said right-of-way proceed South 44°37'44" East across said North Rope Mill Road a distance of 47.72 feet to a point (Iron Pin Found, #4 Re-Bar) on the southeastern right-of-way of said North Rope Mill Road;

Thence leaving said right-of-way proceed South 37°53'01" East a distance of 17.03 feet to a point (Iron Pin Found, #4 Re-Bar) located in the center of an old road bed; thence proceed along said center of road bed the following courses and distances: South 54°16'19" West a distance of 284.85 feet to a point (Iron Pin Set, #4 Capped Re-Bar), South 50°47'09" West a distance of 134.81 feet to a point (Iron Pin Set, #4 Capped Re-Bar), South 40°16'13" West a distance of 82.85 feet to a point (Iron Pin Set, #4 Capped Re-Bar), South 46°39'18" West a distance of 190.17 feet to a point (Iron Pin Found, #4 Re-Bar), South 46°31'40" West a distance of 199.84 feet to a point (Iron Pin Found, #4 Re-Bar), South 16°40'44" West a distance of 41.73 feet to a point, said point being the TRUE POINT OF BEGINNING.

Less and except the 40' right-of-way of North Rope Mill Road and together with and subject to all covenants, easements, and restrictions of record.

The above-described area containing at total area of 11.07 Acres more or less being two tracts of land. Tract 1 described herein containing ± 7.86 acres of land ($\pm 342,569$ Square feet), more or less, described as Tract 1 on a survey titled Boundary Retracement Survey for Robert & Mary Stone by Frontline Surveying & Mapping, Inc., job number 77272, dated 03/29/2022 and also described herein containing 3.21 acres of land (139,650 Square feet), more or less), described as Tract 2 on a survey titled Boundary Retracement Survey for Robert & Mary Stone by Frontline Surveying & Mapping, Inc., job number 77272, dated 03/29/2022.

A handwritten signature in black ink, appearing to read 'Thomas E. Peay, Jr.', is written over a horizontal line.

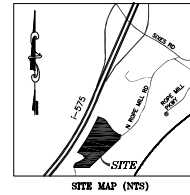
Thomas E. Peay, Jr. Ga. RLS 2402
For the Firm of Frontline Surveying & Mapping, Inc.

COVER SHEET

Woodstock Industrial Park, LLC

REZONING PLAN FOR:
624 NORTH ROPE MILL ROAD
LAND LOTS 661 & 662
15th DISTRICT - 2nd SECTION
CHEROKEE COUNTY, GEORGIA
EXISTING ZONING: R-40
PROPOSED ZONING: I-1
FON: 15-0661-0003
& 15-0662-0004

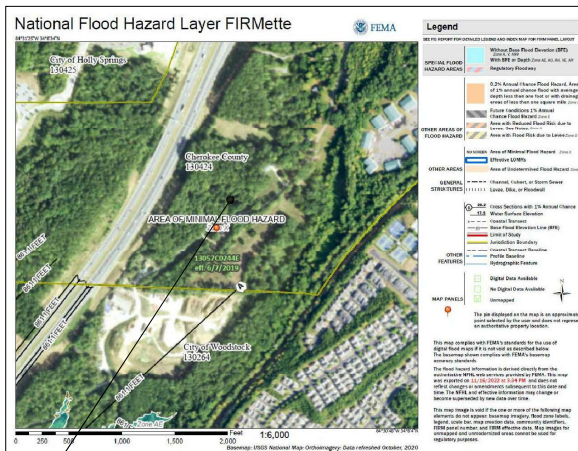
PROJECT NAME: 624 NORTH ROPE MILL RD.
PROJECT NUMBER: PL20220000846



THE PURPOSE OF THIS PLAN IS TO REZONE THIS PROPERTY FROM R-40 TO I-1 AND TO REQUEST VARIANCES 1. 50' UNDISTURBED ZONING BUFFER TO A 10' PLANTED LANDSCAPE SCREENING WITH A 6' WOOD PRIVACY FENCE ALONG ENTIRE FRONTAGE OF ROPE MILL ROAD.
2. REDUCE THE 75' TECHNOLOGY RIDGE BUFFER TO A 25 FEET AND A 75' BSL.

SHEET INDEX

PAGE 1 - COVER SHEET
PAGE 2 - AS-BUILT AND GIS TOPOGRAPHIC SURVEY
PAGE 3 - PROPOSED SITE PLAN
PAGE 4 - ARBORIST REPORT



NOTE: THIS SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS PER FEMA FLOOD INSURANCE PANEL 1305700244E, DATED JUNE 07, 2016.

SITE RESOURCES

Site Resource	Comments
The 100-year floodplain.	There is no floodplain on site.
Streams running on or adjacent to subject property within 300 feet of existing boundary.	As determined by Cherokee County and shown on sheets 2 and 3.
Riparian Zones of at least 50 feet width on either side along the perennial and intermittent streams.	As shown on sheets 2 and 3.
Non-impervious surface zone of at least 75 feet width on either side of stream.	As shown on sheets 2 and 3.
Riparian zones of at least 150 feet width on either side of the Broad River Corridor or the Little River Corridor.	N/A. Not near the corridors.
Wetlands that meet the definition used by state and/or federal regulations.	During site visit on 11-09-22, no wetlands were visible on site. The National Wetlands Inventory Map shows no wetlands on site.
Topographic contours of no less than 30 foot intervals.	Shown on sheet 2.
Vegetation characteristics	The site has ~1.33 acres of healthy native forest.
Existing healthy, native forests of at least one acre contiguous area.	The site has ~1.33 acres of healthy native forest. See arborist tree report on page 3.
Individual existing healthy trees greater than 36 inches caliper measured at dbh identified by species and size	See arborist tree report on sheet 4, and tree location shown on sheet 2.
Significant natural features and scenic viewpoints such as ridge lines, peaks, and rock outcroppings, particularly those that can be seen from public.	N/A. There are no significant natural features or scenic views.
Populations of endangered or threatened species, or habitat for such.	During site visit on 11-09-22, no visible endangered species or habitat were found on site.
Historic, archeological and cultural features including 1. Archeological sites, structures, and burial grounds, 2. Site identified in any State or local historic site survey, 3. US Geological Service survey control monuments	During site visit on 11-09-22, there was no visible evidence of historic, archeological or cultural features. No visible evidence of US Geological Service survey control monuments.
General Soil Types	gls.cherokee.com shown M8 to be the predominant soil type.

SHEET 1 OF 4

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road, Bld. Suite 312, Marietta, GA 30066
TELEPHONE (678) 355-9905 FAX (678) 355-9905



DATE: 01/11/2022
SCALE: 1" = 60'
PROJECT: WOODSTOCK INDUSTRIAL PARK, LLC
SHEET: 1 OF 4
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
DATE: 01/11/2022

WOODSTOCK INDUSTRIAL PARK, LLC
624 NORTH ROPE MILL ROAD
LAND LOTS 661 & 662
15th DISTRICT - 2nd SECTION
CHEROKEE COUNTY, GEORGIA
EXISTING ZONING: R-40
PROPOSED ZONING: I-1
FON: 15-0661-0003
& 15-0662-0004

DATE: 01/11/2022
SCALE: 1" = 60'
PROJECT: WOODSTOCK INDUSTRIAL PARK, LLC
SHEET: 1 OF 4
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
DATE: 01/11/2022

BOUNDARY AS-BUILT & GIS TOPOGRAPHIC SURVEY

WOODSTOCK INDUSTRIAL PARK, LLC
0 & 804 NORTH HOPE MILL ROAD
LAND LOTS 681 & 682
15th DISTRICT - 2nd SECTION
CLATSOP COUNTY, OREGON
EASTING ZONING: R-40
PIN: 15-0062-0004 & 15-0062-0005

TOTAL AREA
1462,219 SQ. FT.
33.17 ACRES

CURRENT ZONING:
R-40
FRONT SETBACK= 50', 50', 35'
SIDE SETBACK= 15'
REAR SETBACK= 30'
MAX LOT COVERAGE= 30%

THIS BLOCK RESERVED FOR THE CLERK
OF THE CLATSOP COUNTY

LEGEND:

1. 1/4" = 100'	2. 1/4" = 100'	3. 1/4" = 100'	4. 1/4" = 100'
5. 1/4" = 100'	6. 1/4" = 100'	7. 1/4" = 100'	8. 1/4" = 100'
9. 1/4" = 100'	10. 1/4" = 100'	11. 1/4" = 100'	12. 1/4" = 100'
13. 1/4" = 100'	14. 1/4" = 100'	15. 1/4" = 100'	16. 1/4" = 100'
17. 1/4" = 100'	18. 1/4" = 100'	19. 1/4" = 100'	20. 1/4" = 100'
21. 1/4" = 100'	22. 1/4" = 100'	23. 1/4" = 100'	24. 1/4" = 100'
25. 1/4" = 100'	26. 1/4" = 100'	27. 1/4" = 100'	28. 1/4" = 100'
29. 1/4" = 100'	30. 1/4" = 100'	31. 1/4" = 100'	32. 1/4" = 100'
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73. 1/4" = 100'	74. 1/4" = 100'	75. 1/4" = 100'	76. 1/4" = 100'
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LINE TABLE

LINE	LENGTH	BEARING
1	11.17	S89°00'00"E
2	13.17	S89°00'00"E
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CURVE TABLE

CURVE	LENGTH	BEARING	BEARING
1	13.17	S89°00'00"E	S89°00'00"E
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99	13.17	S89°00'00"E	S89°00'00"E
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- SURVEY NOTES:**
1. HORIZONTAL DATUM: NORTH AMERICAN DATUM 1983 (NAD83)
 2. VERTICAL DATUM: NORTH AMERICAN DATUM 1983 (NAD83)
 3. ALL BEARING REFERENCES SHOWN HEREON ARE RECORDS IN THE CLERK OF SUPERIOR COUNTY'S OFFICE OF CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON.
 4. THE PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 1505020404E, EFFECTIVE 08-01-2005.
 5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
 6. THE PROPERTY MAY CONTAIN METALS. ALL METALS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND ARE NOT TO BE REMOVED WITHOUT THE WRITTEN PERMISSION OF THE U.S. ARMY CORPS OF ENGINEERS.
 7. THE PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 1505020404E, EFFECTIVE 08-01-2005.
 8. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
 9. THE PROPERTY MAY CONTAIN METALS. ALL METALS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND ARE NOT TO BE REMOVED WITHOUT THE WRITTEN PERMISSION OF THE U.S. ARMY CORPS OF ENGINEERS.
 10. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
 11. THE PROPERTY MAY CONTAIN METALS. ALL METALS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND ARE NOT TO BE REMOVED WITHOUT THE WRITTEN PERMISSION OF THE U.S. ARMY CORPS OF ENGINEERS.
 12. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
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 14. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
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 16. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
 17. THE PROPERTY MAY CONTAIN METALS. ALL METALS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND ARE NOT TO BE REMOVED WITHOUT THE WRITTEN PERMISSION OF THE U.S. ARMY CORPS OF ENGINEERS.
 18. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CLERK OF SUPERIOR COUNTY, CLATSOP COUNTY, OREGON, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
 19. THE PROPERTY MAY CONT

REZONING PLAN FOR:
Woodstock Industrial Park, LLC

REZONING PLAN FOR:
Industrial
NORTH ROPE MILL ROAD
LAND LOTS 661 & 662
DISTRICT - 2nd SECTION
BROKER COUNTY, GEORGIA
EXISTING ZONING: R-40
PROPOSED ZONING: IJ
PIN: 15-0662-0003
& 15-0662-0004

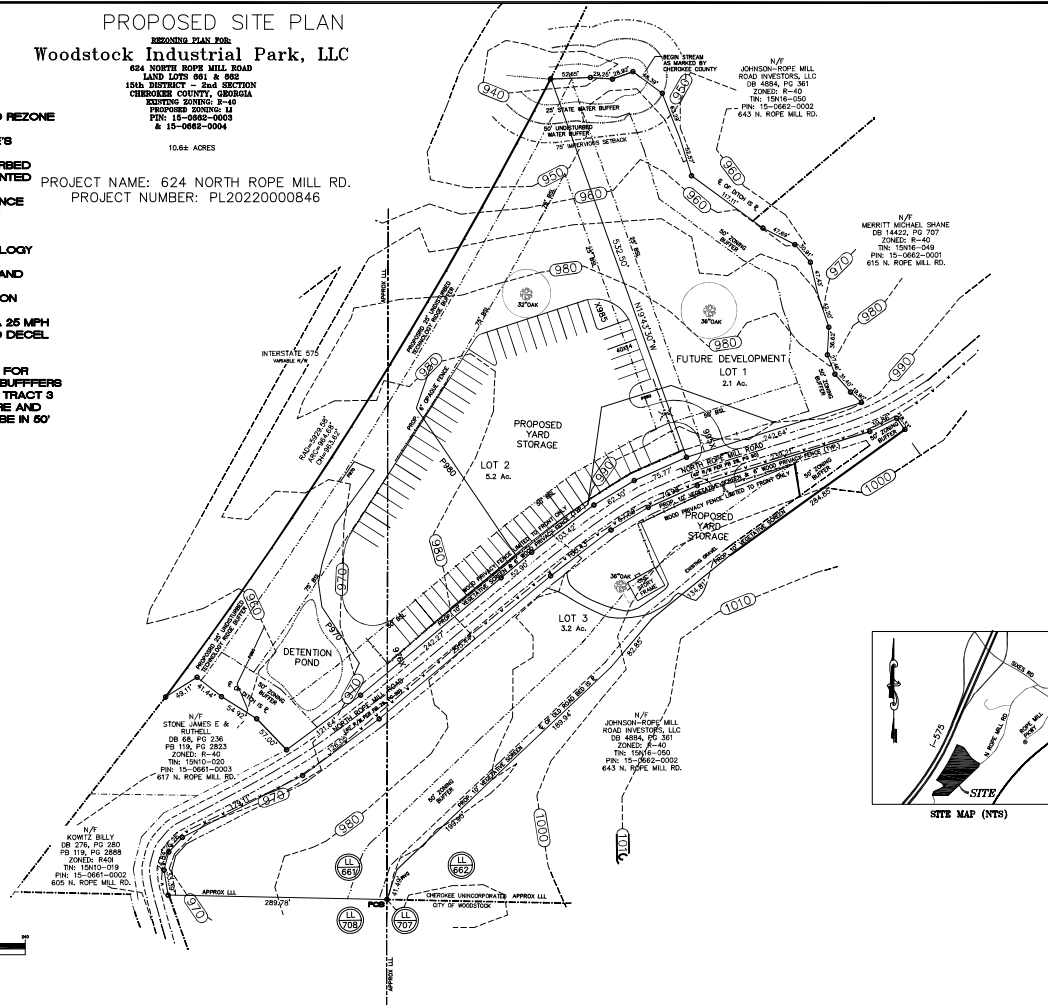
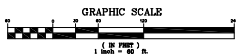
10.6± ACRES

PROJECT NAME: 624 NORTH ROPE MILL RD.
PROJECT NUMBER: PL20220000846

- THE PURPOSE OF THIS PLAN IS TO REZONE TH-88 PROPERTY FROM R-40 TO LI AND TO REQUEST VARIANCES:
1. VARIANCE FROM SEC. 10.6-2 TO REDUCE THE 50' UNDISTURBED ZONING BUFFER TO A 10' PLANTED LANDSCAPE SCREENING WITH A 8' WOOD FENCE ALONG FRONTAGE ONLY OF ROPE MILL RD.
 2. VARIANCE FROM SEC. 10.16-1 TO REDUCE THE 75' TECHNOLOGY RIDGE BUFFER TO A 25 FEET BUFFER AND A 75' BUILDING AND PARKING SET BACK
 3. VARIANCE FROM TRANSPORTATION SEC. 21
A 10' NORTH ROPE MILL IS A 25 MPH-PAVED ROAD TO PROVIDE NO DECEL. LANE AT THIS TIME.
 4. VARIANCE FROM SEC. 27.C-1 TO ALLOW A 60' SET BACK 77' 100% IN STREAM AND ZONING BUFFERS
 5. VARIANCE FROM SEC. 10.6-2 ON TRACT 3 TO ALLOW EXISTING STRUCTURE AND DRIVE AND LOT TO BE IN 50' ZONING BUFFER.

SURVEY NOTES:

- [illegible]



A map of the study area showing the location of the site. The map includes a north arrow pointing upwards. Major roads shown are I-375, Highway 60, and Highway 160. The site is marked with a black dot and labeled 'SITE'. Other labels include 'Hwy 60', 'Hwy 160', and 'Site Well'.

SITE MAP (NTS)

SHEET 3 OF 4

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road, Bld. Suite 312, Ste. 272, Marietta, GA 30066
TELEPHONE (678) 355-9905 FAX (678) 355-9805



FRONTLINE
SURVEYING & MAPPING, INC.

[illegible]

APPLICANT: Mary and Robert Stone

CASE: 25-08-021

LOCATION: 624 North Rope Mill Road

COMMISSION DISTRICT: 3 – Commissioner Carter

ACRES: 11.1 +/- acres

REQUEST:

- Rezone from R-40 (Single-Family Residential) to LI (Light Industrial) for RV and commercial parking.
- Special Use Permit for a non-climate controlled self-storage facility.
- The following concurrent variances:
 1. Article 27, Section 27.15, Technology Ridge Tree Buffer Zone to reduce the required 75-foot minimum buffer to 50-feet;
 - If the board intends to approve this variance, staff recommends the following condition:

In accordance with the Cherokee County Tree Ordinance, Applicant agrees to complete an independent arborist assessment to determine a planting plan to add new trees within the fifty (50') buffer in order to provide year-round visual screening. The planting plan must be reviewed and approved by the Cherokee County Arborist prior to the issuance of a Land Disturbance Permit (LDP). All trees approved in the planting plan must be installed prior to the issuance of a business license for this property.

2. Article 27, Appendix C, Site Density Requirements, to allow 100% credit in the stream and zoning buffers to count towards site density.
3. Cherokee County Standard Detail 210 - Non-Residential Driveway to remove the required deceleration lane;.
4. Article 7, Section 7.7-4, A, #3 to reduce the front setback from 50' to 10'.
5. Article 7, Section 7.7-4, A, #4, to allow for the facility to not be fully enclosed by a six-foot privacy fence;.
6. Article 10, Section 10.6-2 to allow the existing house and existing gravel to encroach within the 50' undisturbed zoning buffer.

Possible Conditions of Zoning and SUP:

1. Rezone property to LI (Light Industrial) with the following conditions:

- a. No new permanent structures shall be constructed on the property except when required to comply with Cherokee County ordinances.
 - b. No alteration of the residential building on the property shall occur, except in compliance with Cherokee County ordinances.
 - c. The use shall be limited as a self-storage facility for watercraft, recreational vehicles, and passenger vehicles, and an industrial parking lot for vehicles and equipment.
 - d. No business or use, other than those mentioned in these conditions, shall be permitted on the property.
 - e. All parking shall be limited to designated parking areas and spaces on the property.
 - f. Outdoor lighting shall be reviewed and approved in accordance with Article 25 of the Cherokee County Zoning Ordinance.
 - g. Retail and wholesale operations shall be prohibited.
 - h. No signage shall be permitted where visible from I-575.
 - i. Loading and unloading shall only occur on the property and not within or adjacent to the right-of-way.
 - j. A minimum 6-foot tall privacy fence shall be required where storage may be visible from all rights-of-way.
 - k. The use for which Rezoning is granted shall commence operations within eighteen(18) months of the date of approval by the Board of Commissioners. If, at the end of this eighteen (18) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to reverse the zoning approval from the property back to R-40.
 - l. No business license may be issued for this property until all land development requirements and conditions have been met.
2. SUP for Self-Storage with the following conditions:
- a. Approval shall be limited to the applicant or applicant's business license.
 - b. The use for which a Special Use Permit is granted shall commence operations within eighteen (18) months of the date of approval by the Board of Commissioners. If, at the end of this eighteen (18) month period, the Community Development Agency Director, or designee, determines that active efforts are not proceeding toward operation, a report may be forwarded to the Board of Commissioners for consideration of pursuing action to remove the Special Use Permit from the property.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 15, 2025

AGENDA ITEM: Release of Letters of Credit #16523786965, #16528644557, and #16528644565 for Pebblewood Grove.

EXECUTIVE SUMMARY:

The applicant has requested release of the following letter of credit:

Development	Type	Number	Amount
Pebblewood Grove	Performance-Landscaping	16523786965	\$79,391.25
Pebblewood Grove	Performance-Road	16528644557	\$63,890.63
Pebblewood Grove	Maintenance	16528644565	\$237,496.73

IS THIS A BUDGETED ITEM? N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Final Plat

RECOMMENDATION:

The staff recommendation is approval of the release of the letters of credit.

CONCURRENCES:

City Engineer
City Manager

Plat
Recorded 1/29/2024 7:54 AM
Party Baker
Clerk of Superior Court
Cherokee County, GA
Book 120 Page 1157
Participant IDs: 4133649565

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE
AUTHORITY HAVING BEEN FULFILLED, THIS PLAT IS APPROVED FOR RECORDING.
SEE PLAT BOOK 120, PAGE 269 FOR ORIGINAL SIGNATURES
CHEROKEE COUNTY WATER
AND SEWERAGE AUTHORITY
DATE

COURT OF COURT RECORDING INFORMATION

LOT AREA TABLE

LOT NUMBER	AREA (ACRES)	LOT NUMBER	AREA (ACRES)
1	0.06	39	0.05
2	0.06	40	0.05
3	0.06	41	0.05
4	0.06	42	0.05
5	0.06	43	0.05
6	0.05	44	0.05
7	0.05	45	0.05
8	0.05	46	0.05
9	0.05	47	0.05
10	0.05	48	0.05
11	0.05	49	0.05
12	0.05	50	0.05
13	0.05	51	0.05
14	0.05	52	0.05
15	0.05	53	0.05
16	0.05	54	0.05
17	0.05	55	0.05
18	0.05	56	0.06
19	0.05	57	0.05
20	0.05	58	0.05
21	0.05	59	0.05
22	0.05	60	0.05
23	0.05	61	0.05
24	0.05	62	0.05
25	0.05	63	0.05
26	0.05	64	0.05
27	0.05	65	0.05
28	0.05	66	0.05
29	0.05	67	0.05
30	0.05	68	0.05
31	0.05	69	0.05
32	0.1	70	0.05
33	0.11	71	0.05
34	0.11	72	0.05
35	0.1	73	0.05
36	0.09	74	0.05
37	0.05	75	0.06
38	0.05		

ABBREVIATIONS LEGEND

AE ACCESS EASEMENT
APL ABOVE GROUND PIPELINE
BFP BACK FLOW PREVENTER
BM BENCHMARK
BPK BROOK PAVERS
BOL BUILDING SETBACK LINE
C CURB
CL CENTERLINE
CMF CONCRETE MONUMENT FOUND
CO CLEANOUT
COP COMPOSED TOP PIPE
DI DROP INLET
DWCB DOUBLE WHING CATCH BASIN
ELC ELECTRIC
FDC FIRE DEPARTMENT CONNECTION
FES FLAGGED END SECTION
FHY FIRE HYDRANT
FND FOUND
GM GAS METER
GV GAS VALVE
HW HEADWALL
JN JUNCTION BOX
MON MONUMENT
MOS OUTLET CONTROL STRUCTURE
OTP OPEN TOP PIPE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
SSM SANITARY SEWER MANHOLE
STM STORM
SWCB SINGLE WHING CATCH BASIN
Y YARD INLET
CMP CORRUGATED METAL PIPE
HOP HIGH DENSITY POLYETHYLENE PIPE
PVC POLYVINYL CHLORIDE PIPE
RCP REINFORCED CONCRETE PIPE

LINE TYPE LEGEND

PROPERTY LINE
LAND LOT LINE
CURB RAIL
OVERHEAD POWER
UNDERGROUND ELECTRIC
FIBER OPTIC
SANITARY SEWER
STORM
WATER LINE
FENCE LINE
TELEPHONE LINE
EASEMENT LINE

STREET DEDICATION

STREET NAME LENGTH (FT.)
WHITEHALL CIRCLE 1743

SYMBOL LEGEND

BENCHMARK
EXISTING LOT NUMBER
FIRE HYDRANT
GAS LINE
GAS METER
GAS VALVE
HANDICAP PAVEMENT MARKING
POWER POLE
WATER METER
WATER METER VAULT
WATER VALVE

SURVEY NOTES:
1. BOUNDARY SURVEY PREPARED BY LAT RODNEY FOR H.L. BISHOP
DATED MAY 25, 1989, RECORDED IN PLAT BOOK 1, PAGE 70, CHEROKEE
COUNTY RECORDS.

LINE	LENGTH	DIRECTION
L106	130.16	S 84° 45' 40" E 131.175
L107	229.66	S 80° 36' 56" E 229.66
L108	120.46	S 77° 22' 48.64" E 120.46
L109	100.00	S 77° 22' 48.64" E 100.00
L110	88.84	S 77° 22' 48.64" E 88.84
L111	13.02	S 77° 22' 48.64" E 13.02

CURVING	RADIUS	CHORD DIRECTION	CHORD LENGTH
C10	20.00	S 80° 36' 56" E	41.62
C11	27.00	S 80° 36' 56" E	32.57
C12	27.00	S 80° 36' 56" E	36.19
C13	27.00	S 80° 36' 56" E	36.19
C14	10.00	S 80° 36' 56" E	36.19

N/E
CHEROKEE COUNTY GOVERNMENT
TAX PARCEL 15N15 087 U
DEED BOOK 10058 / PAGE 345

AS REQUIRED BY SUBSECTION (G) OF O.G.C.A. SECTION 15-6-67, THIS PLAT
HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL
APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY
APPROPRIATE CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON.
SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE
APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS
PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED
LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM
TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH
IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN
O.G.C.A. SECTION 15-6-67.



SEE PLAT BOOK 120, PAGE 269 FOR ORIGINAL SIGNATURES
DATE

DESIGNED BY: CED

DRAWN BY: JSM

REVIEWED BY: JSM

246 TOWNWAY DRIVE, SUITE 470
KENNESAW, GEORGIA 30144
PHONE: 404-460-3005
DIRECT: 404-460-3005

FINAL PLAT

PREPARED FOR
PEBBLEWOOD GROVE LLC
280 PARKWAY 225
WOODSTOCK, GA 30188

PEBBLEWOOD GROVE
(AKA ENCINNA
TOWNHOMES)
LOCATED IN LAND LOTS 50L
2ND SECTION
CHEROKEE COUNTY, GEORGIA

SITE

ISSUED FOR
CONSTRUCTION

FILE NUMBER:
8793-00

DATE: 01/24/2024

95000 CEN #12141
301 14/03/2023
ISSUED FOR
CONSTRUCTION
FILE NUMBER:
8793-00
DATE: 01/24/2024

PAGE 3 OF 9

C:\GAP\p120\120-1157\Drawings\FINAL PLAT\FinalPlat.dwg Plot Date: 12/24/2024 12:43 PM

Page 82 of 180

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 15, 2025

AGENDA ITEM: Resolution to accept and authorize a street to become publicly maintained in Pebblewood Grove subdivision.

EXECUTIVE SUMMARY:

The following street within Pebblewood Grove subdivision has been requested for acceptance by the City:

Subdivision	Street Name	Length (Linear ft.)
Pebblewood Grove	Whitetail Circle	1743

IS THIS A BUDGETED ITEM? N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution and Exhibit

RECOMMENDATION:

The staff recommendation is approval of acceptance of the street within Pebblewood subdivision.

CONCURRENCES:

City Manager
City Engineer

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO ACCEPT AND AUTHORIZE STREETS TO BECOME PUBLICLY MAINTAINED STREETS

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance of streets for maintenance purposes; and

WHEREAS, the below mentioned street is located within the corporate limits of the City of Holly Springs; and

WHEREAS, the below-mentioned street has been constructed and inspected in accordance with the standard specification and details; and

WHEREAS, the parking area located adjacent to the mailbox kiosk and identified on the attached map, Exhibit “A” shall not be included for public maintenance, but shall be the responsibility of the Homeowners’ Association (HOA);

WHEREAS, the below-mentioned street, as shown on the attached map, Exhibit “A”, be placed upon the Municipal Street System as a municipally-maintained street and does not include the parking area adjacent to the mailbox kiosk; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following street, substantially as set forth in Exhibit “A” attached hereto and located within Pebblewood Grove Subdivision, to become a publicly maintained street:

Subdivision	Road	Linear Feet
Pebblewood Grove	Whitetail Circle	1743

This Resolution is adopted this 15th day of September, 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

LOT AREA TABLE			
LOT NUMBER	AREA (ACRES)	LOT NUMBER	AREA (ACRES)
1	0.06	39	0.05
2	0.06	40	0.05
3	0.06	41	0.05
4	0.06	42	0.05
5	0.06	43	0.05
6	0.05	44	0.05
7	0.05	45	0.05
8	0.05	46	0.05
9	0.05	47	0.05
10	0.05	48	0.05
11	0.05	49	0.05
12	0.05	50	0.05
13	0.05	51	0.05
14	0.05	52	0.05
15	0.05	53	0.05
16	0.05	54	0.05
17	0.05	55	0.05
18	0.05	56	0.06
19	0.05	57	0.05
20	0.05	58	0.05
21	0.05	59	0.05
22	0.05	60	0.05
23	0.05	61	0.05
24	0.05	62	0.05
25	0.05	63	0.05
26	0.05	64	0.05
27	0.05	65	0.05
28	0.05	66	0.05
29	0.05	67	0.05
30	0.05	68	0.05
31	0.05	69	0.05
32	0.1	70	0.05
33	0.11	71	0.05
34	0.11	72	0.05
35	0.1	73	0.05
36	0.09	74	0.05
37	0.05	75	0.06
38	0.05		

ABBREVIATIONS LEGEND	
AE	ASSESS/ASSESSMENT
APL	Above-GROUND PIPELINE
BFP	BACK-FLOW PREVENTER
BM	BENCHMARK
BRP	BRICK PAVEMENT
BSL	BUILDING SETBACK LINE
CL	CURB LINE
CMF	CONCRETE MOUNTMENT FORD
CO	CLEANOUT
CS	CRAWLED TOP PIPE
DC	DRAIN INLET
DN	DOWNING CATCH BASIN
ELEC	ELECTRIC
FD	FIRE DEPARTMENT CONNECTION
FE	FLARED END SECTION
FI	FIRE HYDRANT
FO	FOUND
FM	FOOT METER
GS	GAS VALVE
H	HEADWALL
J	JUNCTION BOX
MON	MOUNTMENT
OC	OPEN CONTROL STRUCTURE
OS	OPEN STRUCTURE
P	POINT OF BEGINNING
R	RIGHT-OF-WAY
R/S	RIGHT-OF-WAY
S	SANITARY
SSWH	SANITARY SEWER MANHOLE
STR	STRUCTURE
SW	SINGLE-WALL CATCH BASIN
W	WALL INLET
CMP	CORRUGATED METAL PIPE
CPVC	CHLORINE POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
CS	CAST-IRON CONCRETE PIPE

LINE TYPE LEGEND	
	PROPERTY LINE
	LAND LOT LINE
	GUARD RAIL
	OVERHEAD POWER
	UNDERGROUND ELECTRIC
	FIBER OPTIC
	SANITARY SEWER
	STORM
	WATER LINE
	GAS LINE
	FENCE LINE
	TELEPHONE LINE
	EASEMENT LINE

STREET DEDICATION	
STREET NAME	LENGTH (FT.)
WHITETAIL CIRCLE	1743

SYMBOL LEGEND

	BENCHMARK
	EXISTING LOT NUMBER
	FIRE HYDRANT
	GRATE INLET
	GREASE TRAP
	GAS METER
	GAS VALVE
	HANDICAP PAVEMENT MARKING
	POWER POLE
	WATER METER
	WATER METER VAULT
	WATER VALVE

SURVEY REFERENCES:
1: BOUNDARY SURVEY PREPARED BY LAT RIDGEWAY FOR H.L. BISHOP
DATED MAY 25, 1951, RECORDED IN PLAT BOOK 1, PAGE 70, CHEROKEE
COUNTY RECORDS.

LINE	LENGTH	DIRECTION
L176	130.18	S74° 50' 15.11"E
L177	258.85	S89° 36' 36.54"E
L178	479.45	S12° 22' 48.54"E
L179	170.00	S77° 37' 11.48"W
L180	509.54	N12° 22' 48.54"W
L181	13.02	N5° 23' 24.06"E

CENTERLINE ROAD CURVE DATA			
CURVE NO.	RADIUS	CHORD DIRECTION	CHORD LENGTH
C15	200.00'	S80°43'30"E	41.02'
C16	27.00'	S49°29'47"E	32.59'
C17	27.00'	S32°37'10"W	38.16'
C18	27.00'	N57°22'50"W	38.16'
C19	110.00'	N4°29'40"W	50.16'

AS REQUIRED BY SUBSECTION (c) OF O.G.C.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONSIDERED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE AND PARCEL-FORMATION. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMES WITHIN THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE LAND SURVEYING ACT OF 1967, AS AMENDED, AND THE REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.G.C.A. SECTION 15-6-67.



SEE PLAT BOOK 120, PAGE 269 FOR ORIGINAL SIGNATURES

 465 TOWNMARK DRIVE, SUITE 470 ALBANY, NY 12206-4444 WWW.BCEINC.COM DIRECT: 518-465-3005 @2020	DESIGNED BY:	CEED					
	DRAWN BY:	JSO					
	REVIEWED BY:	JSM					
			DATE	01/24/2024	NEED ACCESS ELEMENTS FOR BARRIERS ON LTS 10-26		
		REV		DESCRIPTION			

FINAL PLAT
PREPARED FOR
PR HOLLY SPRINGS, LLC
285 PARKWAY 575
WOODSTOCK, GA 30188

**PEBBLEWOOD GROVE
(AKA ENCIENNA
TOWNHOMES)
LOCATED IN LAND LOTS 520,
15TH DISTRICT
2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA**

SITE



GSWOC CERT. #12141
EXP. 04/05/2023
ISSUED FOR
CONSTRUCTION
FILE NUMBER:
8793-00
DATE: 01/24/2024

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 15, 2025

AGENDA ITEM: Bond Release for Performance Bond #1001161281, Performance Bond #1001177724, and Performance Bond #1001177725 for Enclave at Edgewater.

EXECUTIVE SUMMARY:

The following bonds have been requested for release:

Subdivision/Development	Bond/Agreement Type	Number	Amount
Enclave at Edgewater	Performance-Topping/Sidewalk	1001161281	\$102,518.00
Enclave at Edgewater	Performance-Landscaping	1001177724	\$184,840.63
Enclave at Edgewater	Performance-Stormwater	1001177725	\$744,110.63

IS THIS A BUDGETED ITEM? N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval for the release of the bonds.

CONCURRENCES:

City Manager

City Engineer

City Arborist

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 15, 2025

AGENDA ITEM: Award the Holly Springs City Hall Construction Manager at Risk (CMAR) for Value Engineering/Guaranteed Maximum Price (GMP) and Construction Services Contract (RFQ #2025-02) to Gilbane, Inc., DBA Gilbane Building Company in an amount not to exceed \$21,714,431 and authorize the Mayor to execute the Agreement between the City of Holly Springs, Georgia and Gilbane, Inc., DBA Gilbane Building Company upon approval of the City Attorney.

EXECUTIVE SUMMARY:

The City of Holly Springs issued a request for qualifications for the Holly Springs City Hall Construction Manager at Risk (CMAR) for Value Engineering/Guaranteed Maximum Price (GMP) and Construction Services (RFQ #2025-02) on April 30, 2025. The City received statements of qualifications (SOQs) from thirteen (13) companies on May 30, 2025. The City established a committee of five (5) staff members to rank the SOQs pursuant to the criteria outlined in the RFQ. The five (5) companies with the highest scores were interviewed by the committee on July 23, 2025. The City entered negotiations with the company with the highest cumulative score on August 6, 2025.

FISCAL IMPACT:

The fiscal impact of this contract is \$21,731,218 to be paid from the proceeds of the Urban Redevelopment Agency of the City of Holly Springs, Georgia (URA) Series 2025 Bonds and Special Purpose Local Option Sales Tax Fund VI (SPLOST VI).

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is to award the contract to Gilbane, Inc., DBA Gilbane Building

Company.

CONCURRENCES:

Finance and Administration

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 15, 2025

AGENDA ITEM: Supplemental Agreement for Professional Architecture/Engineering (AE) Support Services for Value Engineering/Guaranteed Maximum Price (VE/GMP) Phase - City Hall at Holly Springs Town Center, Georgia between the CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia.

EXECUTIVE SUMMARY:

Attached is CPL's Supplemental Agreement for Professional Architecture/Engineering (AE) Support Services for Value Engineering/Guarantee Maximum Price (VE/GMP) during the VE/GMP Phase of the City Hall project at Holly Springs Town Center, Georgia for the VE/GMP Phase scope indicated in the Holly Springs City Hall RFQ #2025-02, issued for solicitation of response on April 30, 2025, with GMP construction budget of \$19,250,000.

IS THIS A BUDGETED ITEM? Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

Basic Services for Value Engineering/Guaranteed Maximum Price (VE/GMP) Phase \$Time & Material - Hourly

Reimbursable Allowance Value Engineering/Guaranteed Maximum Price (VE/GMP) \$500
Time & Tasks required to provide VE/GMP Phase AE support services during the VE/GMP Phase

ATTACHMENTS:

1. 250818_Holly Springs City Hall - Add Serv VE-GMP Services_CPL Signed (1)

RECOMMENDATION:

The staff recommendation is approval of the CPL Supplemental Agreement for Professional AE Support Services for VE/GMP Phase - City Hall at Holly Springs Town Center, Georgia.

CONCURRENCES:

Finance and Administration
City Attorney



August 18, 2025

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs, P.O. Box 990
Holly Springs, GA 30142

Via Email: rlogan@hollyspringsga.us
770-721-7501 o | 770-825-3494 c

Re: Supplemental Agreement for Professional AE Support Services for Value Engineering /
GMP Phase - City Hall at Holly Springs Town Center, Georgia

Dear Rob,

CPL Architecture, Engineering, and Planning is pleased to continue to provide professional Architectural/Engineering support services with the goal of completing a successful City Hall project for the City of Holly Springs. Per Holly Spring's request, we are submitting a Supplemental Agreement for Additional Support Services for the project's VE / GMP Phase.

The purpose of these modifications is to increase CPL's agreement by the amount of additional services indicated in the section below. VE / GMP Phase fees are based on CPL providing VE / GMP Phase support services for the VE / GMP Phase scope indicated in Holly Springs City Hall RFQ #2025-02, issued for solicitation of responses on April 30, 2025, with a GMP construction budget of \$19,250,000.

Supplemental Agreement Services:

Basic Services for VE / GMP Phase	\$ Time & Materials - Hourly
Reimbursable Allowance (VE / GMP Phase)	\$ 500.00

- Time & Tasks required to provide **VE / GMP Phase** AE support services during the VE / GMP Phase.

SCOPE OF BASIC SERVICES:

CPL will work directly with Mr. Rob Logan, City Manager, City of Holly Springs, other City Staff (Client), and the CMaR, for the purpose of value engineering and GMP efforts of the above-referenced project. Specific Scope of Basic Services shall be as follows:

A. Basic Services VE / GMP Phase Scope of Work to include:

1. Submit / deliver completed Construction Documents (plans & specifications) to the Owner and CMaR.
2. Attend meetings, either in-person or virtual, as required.
3. Architectural/Structural Engineering "team-like" coordination with Owner and CMaR during VE / GMP Phase activities as follows:
 - a. CMaR cost estimating.
 - b. Value Engineering.



- c. CMAr maintenance and construction recommendations.
 - d. Assist the Owner and CMAr with facilitating/prioritization, refinement, and development of the design as required for the project to meet the GMP.
 - e. Provide Conformed Documents to the Owner and CMAr upon completion of value engineering and the CMAr's maintenance & constructability reviews.
 - f. Assist with the issuance of early release packages if needed to meet the project's schedule.
4. These services are based on the estimated Preliminary VE / GMP Phase Schedule indicated below.

B. Qualifications for Basic Services:

1. Architectural and Structural Engineering Professional Services for this agreement shall be performed under the State of Georgia's common law Standard of Care following reasonable industry standards.
2. CPL shall provide design intent only for the drawings and specifications; it is the sole responsibility of the CMAr Contractor to provide all means and methods of construction.
3. CPL will invoice monthly for CPL's VE / GMP Phase services performed each month. Invoices will include a "Monthly Schedule of CPL Tasks Performed", indicating a breakout of Tasks, Staff, Rates, and Fees for services rendered.
4. CPL's Basic Services for VE / GMP Phase are limited to the scope indicated above; services performed beyond the scope and durations indicated shall be provided and invoiced as additional time & material hourly services.
5. The CMAr Contractor shall schedule, manage, and lead VE / GMP Phase meetings, providing meeting agendas, logs, minutes, and other necessary documentation. CPL will attend VE / GMP Phase meetings with the Owner, review the CMAr's meeting documents, and provide written comments as necessary.
6. The CMAr Contractor shall schedule meetings and site visits to the job site with the Owner and CPL with a minimum of one (1) week advanced notification.
7. Civil, MEP&FP Engineering VE / GMP Phase services from the existing Engineers of Record, and the A/V/Security Systems consultant's VE / GMP Phase services, are excluded from CPL's VE / GMP Phase services; these shall be procured separately by the Client.

C. Additional Services (Not Included in Basic Services):

1. Architectural and Structural Engineering Professional Services requested by the Owner or CMAr that exceed the State of Georgia's common law Standard of Care and/or reasonable industry standards.
2. Interior Design and FF&E Services beyond those indicated in the previously approved agreement dated September 12, 2023, approved by the City of Holly Springs on September 25, 2023.
3. Efforts required for post-permit Zoning, Code and/or AHJ changes.
4. Architectural and Structural Engineering Professional Services requested by the Owner or CMAr that exceed the Basic Services scope and durations indicated above.



PRELIMINARY VE / GMP PHASE SCHEDULE:

The anticipated scope duration is indicated below, which is consistent with the effort anticipated to provide a quality work product.

- AE support services are based on the preliminary VE / GMP Phase task schedule indicated below.
- Actual VE / GMP Phase schedule durations are the responsibility of the CMAr; the preliminary schedule durations indicated below may vary and can be revised under the terms and conditions of this supplemental agreement.

<u>TASK DESCRIPTION</u>	<u>START</u>	<u>FINISH</u>
Approval of CMAr & CPL Proposals by Holly Springs	9/4/2025	9/5/2025
CMAr GMP Preliminary Pricing (6 weeks)	9/8/2025	10/20/2025
Permitting Review of Construction Docs (6 weeks)	9/8/2025	10/20/2025
Project Team Reviews of Construction Docs (6 weeks)	9/8/2025	10/20/2025
VE Phase (3 weeks)	10/21/2025	11/10/2025
CPL Conformed Documents (3 weeks)	11/11/2025	12/1/2025
CMAr GMP Finalization (3 weeks)	12/2/2025	12/22/2025
End of Year Holidays (13 days – no work assumed)	12/23/2025	1/4/2026
Final GMP Review & Approval by Holly Springs (2 weeks)	1/5/2026	1/19/2026
Start of Construction Phase	1/20/2026	1/20/2026

COMPENSATION:

Compensation for CPL's Scope of Basic Services shall be on a "Time & Material - Hourly" basis utilizing CPL Rates as listed in the original agreement dated January 11, 2004, approved by the City of Holly Springs on February 5, 2024.

TERMS AND CONDITIONS:

This Supplemental Agreement shall be a continuation of the Terms and Conditions set forth in the original agreement dated January 11, 2004, approved by the City of Holly Springs on February 5, 2024.

This document constitutes the entire understanding between the City of Holly Springs and CPL with respect to the work to be performed by CPL for the benefit of the City of Holly Springs and may only be modified in writing signed by both parties.

If this supplemental agreement satisfactorily sets forth your understanding of the arrangement, please sign one copy in the space provided below and return it for our records and our Notice to Proceed. This supplemental agreement will be open for acceptance for thirty (30) days from the date of the letter.



R. Logan, City of Holly Springs, GA
AE Support Services for VE / GMP Phase
City Hall at Holly Springs Town Center, Georgia
August 18, 2025
Page 4 of 4

Please do not hesitate to contact us if you have any questions or require any additional information. We are passionate about this project and look forward to working with you.

Sincerely,

The CPL Team

Cheryl Graeub, RID, NCIDQ, LEED AP, WELL AP
Principal

Timothy Pulver, AIA, ID, NCARB, LEED AP
Architect of Record

Client Approval

Authorized Signature

Printed Name, Title, Date

cc: Karen Norred, City of Holly Springs
Ken Mayer, FAIA, CPL
Lori Brothers, CPL
File

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 15, 2025

AGENDA ITEM: Amend the Professional Services proposal from CPL Architects, Engineers, Landscape Architect, and Surveyor D.P.C. (P.C.) dba CPL for the 2025 Stated Cost Limitation Increase (SCL) from \$10,877,697 to \$19,250,000 for the City Hall at Holly Springs Town Center, Georgia, in an amount not to exceed \$262,000.

EXECUTIVE SUMMARY:

On February 5, 2024, the Council approved a proposal from CPL Architects, Engineers, Landscape Architect, and Surveyor D.P.C. (P.C.) dba CPL to provide professional services for the new City Hall at Holly Springs Town Center. The estimated construction value was initially set at \$10,877,697, as outlined in RFQ #2025-02 Construction Manager at Risk (CMAR) Value Engineering/Guaranteed Maximum Price (GMP). However, the Stated Cost Limitation (SCL) has since increased from \$10,877,679 to \$19,250,000. This increase is attributed to the inclusion of a basement, market volatility, and the complexity of the architectural design.

IS THIS A BUDGETED ITEM? Yes

FUNDING SOURCE:

Bond Revenue
SPLOST

FISCAL IMPACT:

\$262,000

ATTACHMENTS:

1. CPL Cost Limitation Increase

RECOMMENDATION:

Staff recommends approval of the CPL Amended Proposal revising the SCL increase from \$10,877,679 to \$19,250,000 for the City Hall - Holly Springs Town Center, Georgia project.

CONCURRENCES:

City Manager



July 7, 2025 (Revised August 11, 2025)

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs, P.O. Box 990
Holly Springs, GA 30142
Email: rlogan@hollyspringsga.us
770-721-7501 o | 770-825-3494 c

Re: 2025 Stated Cost Limitation Increase (SCL) from \$10,877,697.00 to \$19,250,000.00
City Hall at Holly Springs Town Center, Georgia

Dear Rob,

The Holly Springs City Hall RFQ #2025-02 Construction Manager at Risk (CMAR) Value Engineering/Guaranteed Maximum Price (GMP) and Construction Services Contract was issued for solicitation of responses on April 30, 2025. Within the RFQ, the SCL for the project was increased from the January 2024 SCL of \$10,877,697.00 (as indicated in CPL's CD's Proposal approved by Holly Springs on February 5, 2024), to an increased SCL of \$19,250,000.00. As discussed with you during our RFQ preparation meeting, the SCL increase was impacted by the following:

1. Inclusion of a basement level in the City Hall design.
2. Substantial increases in construction costs due to market volatility, impacts of tariffs on supply chains, and previous high inflation impacts on material costs.
3. Quality and quantity of materials and high-level detailing to achieve the desired circa 1910 architectural character and aesthetics with the design of the City Hall.

As of June 30, 2025, CPL has completed the Construction Documents for the project. One set of full-size drawings and specifications were delivered to your office on July 1, 2025, for your final review prior to issuing them for permitting and to the CMaR contractor (upon selection).

Attached for your review and approval is a revised "Exhibit A Base Fee Compensation", adjusting CPL's Design Phase Base Fees to account for the increased \$19,250,000.00 SCL as allowed within CPL's CD's Proposal under Exclusions Item #1, to account for "changes in the project's size, quality, complexity, and schedule". Upon your approval of CPL's Base Fee adjustments, we will invoice for the scope of work completed to date.

Please do not hesitate to contact us if you have any questions.

Sincerely,
The CPL Team

Timothy W. Pulver, AIA, ID, NCARB, LEED AP
Senior Principal Architect

cc: Ken Mayer, FAIA, National Practice Leader, Community & Culture, CPL
Cheryl Greaub, RID, NCIDQ, LEED AP, WELL AP, Principal, CPL
File

Enclosures: Exhibit A, Revised Base Fee Compensation



EXHIBIT A
REVISED BASE FEE COMPENSATION

Phase	\$ 10,877,687 SCL Original Fees	\$ 19,250,000 SCL Revised Fees	Fee Change Per Phase
Schematic Design	\$ 27,800.00	\$ 27,800.00	+\$ 0.00
Design Development	\$ 62,000.00	\$ 123,200.00	+\$ 61,200.00
Construction Documents	\$ 233,000.00	\$ 412,000.00	+\$ 179,000.00
Permitting/Bidding	\$ 24,200.00	\$ 46,000.00	+\$ 21,800.00
Totals	\$ 347,000.00	\$ 609,000.00	+\$ 262,000.00

Reimbursable Expense Allowance: \$ 5,000.00 (no change)

Please consider all tasks and associated compensation estimates fully open to review, discussion, and adjustments, to meet your goals, needs and budget expectations.

Summary of SCL and CPL Base Fee Analysis:

\$ 10,877,687.00 SCL x **1.77 Increase** = \$ 19,250,000.00 SCL.

\$ 347,000.00 CPL Base Fee x **1.77 Increase** = \$ 614,190.00 CPL Base Fee (\$5,190.00 above fee requested).

Summary of CPL **Original** Design Phase Fees:

Fees Spent-to-Date Fees Remaining

Original Base Fees:

Schematic Design:	\$ 27,800.00	\$ 27,549.43	\$ 250.57
Design Development:	\$ 62,000.00	\$ 123,049.58	\$ 61,049.58
Construction Documents:	\$ 233,000.00	\$ 399,045.31	\$ 166,045.31
Permitting/Bidding:	\$ 24,200.00	\$ 13,478.72	\$ 10,721.28
Reimbursements:	\$ 5,000.00	\$ 31.27	\$ 4,968.73
Add Serv #1 (Plan Changes):	\$ 39,237.50	\$ 39,237.50	\$ 0.00
Add Serv #2 (Structural Eng.):	\$ 90,000.00	\$ 87,300.00	\$ 2,700.00
Total:	\$ 481,237.50	\$ 689,691.81	\$ 208,454.31

Summary of CPL **Revised** Design Phase Fees:

Fees Spent-to-Date Fees Remaining

Revised Base Fees:

Schematic Design:	\$ 27,800.00	\$ 27,549.43	\$ 250.57
Design Development:	\$ 123,200.00	\$ 123,049.58	\$ 150.42
Construction Documents:	\$ 412,000.00	\$ 399,045.31	\$ 12,954.69
Permitting/Bidding:	\$ 46,000.00	\$ 13,478.72	\$ 32,521.28
Reimbursements:	\$ 5,000.00	\$ 31.27	\$ 4,968.73
Add Serv #1 (Plan Changes):	\$ 39,237.50	\$ 39,237.50	\$ 0.00
Add Serv #2 (Structural Eng.):	\$ 90,000.00	\$ 87,300.00	\$ 2,700.00
Total:	\$ 743,237.50	\$ 689,691.81	\$ 53,545.69



**Revised Compensation Approvals:
The CPL Team**



Timothy W. Pulver, AIA
Senior Principal Architect



Date

Client

Authorized Signature

Printed Name and Title

Date

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 15, 2025

AGENDA ITEM: Easement between Steven Raiford (Grantor) and the City of Holly Springs, Georgia (Grantee) for a temporary construction project at 109 Palm Lake Drive.

EXECUTIVE SUMMARY:

This temporary construction easement will be to extend an existing storm drain pipe that extends from Palm Lake Drive across 109 Palm Lake Drive.

IS THIS A BUDGETED ITEM? N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Temporary Construction Easement 109 Palm Lake Dr

RECOMMENDATION:

The staff recommendation is approval of the temporary construction easement.

CONCURRENCES:

City Engineer

Return To:

City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

**CITY OF HOLLY SPRINGS
TEMPORARY CONSTRUCTION EASEMENT**

GEORGIA, CHEROKEE COUNTY

THIS CONVEYANCE made and executed the 11 day of September, 2025.

WHEREAS, the City of Holly Springs, Georgia ("Grantee") desires to extend an existing storm drain pipe that extends from Palm Lake Drive across 109 Palm Lake Drive as shown on the attached Exhibit A (the "Project").

NOW, THEREFORE, for value received, Steven Raiford ("Grantor"), does hereby grant to Grantee the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Grantee may deem proper to support or accommodate the improvement of said road, including the right to extend the existing cross drain pipe, slope the adjacent ground to tie in with roadway, and to construct any required slopes within the easement areas. Slopes will remain in place and Grantee will cease to maintain slopes upon completion and final acceptance of the project by the Grantee.

To the fullest extent permitted by law, Grantee agrees to indemnify, protect, defend (with counsel acceptable to Grantor), save and hold harmless Grantor from any and all claims of any kind, including without limitation, damage or injury to person or property of Grantor, suffered in connection with the exercise of the easements granted and conveyed herein, unless caused by negligent acts or omissions of Grantor, its agents, employees or contractors. Upon completion of the Project, Grantee shall restore any area disturbed by the Project to its condition prior to such work including without limitation, revegetation of areas in which vegetation has been removed (provided that Grantee shall have no obligation to reinstall any removed retaining wall).

This easement becomes effective at the beginning of construction of the above project and will expire upon completion and final acceptance of said project by Grantee.

I hereby warrant that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

[SIGNATURES ON FOLLOWING PAGE]

In Witnesseth whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered

This 11 day of September,
2025, in the presence of:

St. P. Raiford (L.S.)

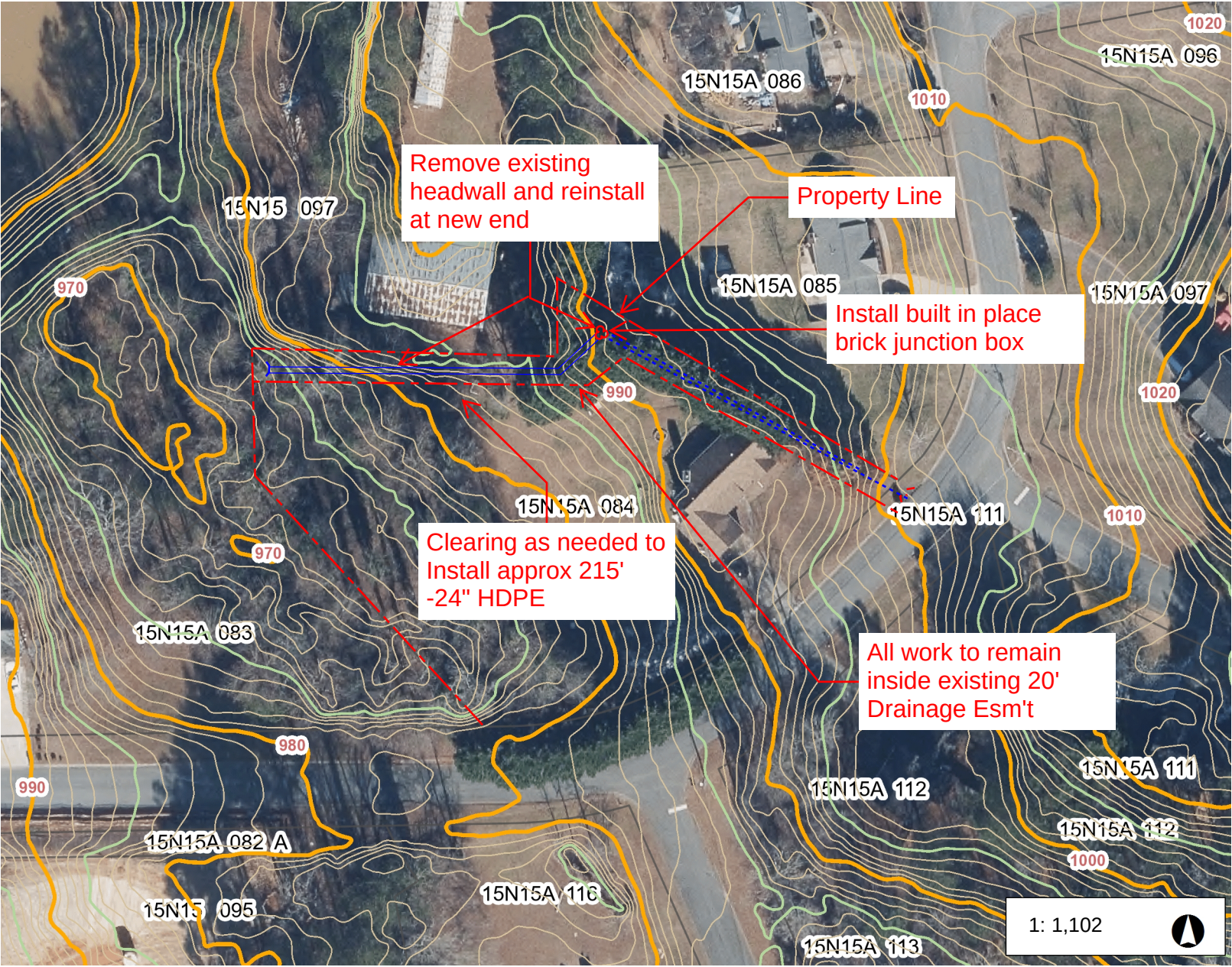
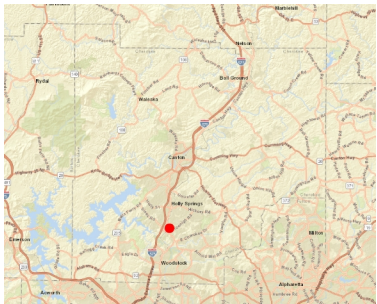
_____(L.S.)

Witness

Karen Norred

Notary Public





Legend

☐ Parcels

PALM LAKE
DRIVE
PROJECT

Notes

183.7 0 91.84 183.7 Feet

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 15, 2025

AGENDA ITEM: Agreement between Flock Group, Inc. and the City of Holly Springs, Georgia for the implementation of the Flock Safety Platform, in the amount of \$86,450.00.

EXECUTIVE SUMMARY:

An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect with the community. This also includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

IS THIS A BUDGETED ITEM? Yes

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

Total: \$86,450.00

ATTACHMENTS:

1. Flock Safety Agreement
2. Flock Safety Terms and Conditions

RECOMMENDATION:

The staff recommendation is approval of the agreement with Flock Group, Inc.

CONCURRENCES:

Flock Safety + GA - Holly Springs PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Evan Jeffcoat
evan.jeffcoat@flocksafety.com
+14438526774



EXHIBIT A
ORDER FORM

Customer:	GA - Holly Springs PD	Initial Term:	24 Months
Legal Entity Name:	GA - Holly Springs PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	3237 Holly Springs Pkwy Canton, Georgia 30115	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$39,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	13	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	13	\$8,450.00
		Subtotal Year 1:	\$47,450.00
		Annual Recurring Subtotal:	\$39,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$86,450.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$47,450.00
Annual Recurring after Year 1	\$39,000.00
Contract Total	\$86,450.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - Holly Springs PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Terms and Conditions

Last Updated: July 22, 2025

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “**Order Form**”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through



the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form .

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any

part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as **"Support Services"**).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (**"Service**

Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other

hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

3.2 **Customer Representations and Warranties.**

Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. **DATA USE AND LICENSING**

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to

create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business

(hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any

additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder(ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the

Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a

“Defect”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER’S OWN RISK. FLOCK DOES NOT

WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE,

CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or

injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated

location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at [\(<https://www.flocksafety.com/reinstall-fee-schedule>\)](https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal

laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments

made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.

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ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Denise Lamazares, Finance Director

MEETING DATE: September 15, 2025

AGENDA ITEM: Resolution to open SPLOST VI money market account at South State Bank.

EXECUTIVE SUMMARY:

A resolution to open SPLOST VI money market account. This account will be used exclusively to reserve Special Purpose Local Option Sales Tax (SPLOST) VI for approved projects as stated in the Intergovernmental Agreement with Cherokee County dated July 28, 2022.

IS THIS A BUDGETED ITEM? N/A

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

The SPLOST VI money market account will earn 3.50%.

ATTACHMENTS:

1. RES-25-2025 Open SPLOST VI Money Market bank account

RECOMMENDATION:

The staff recommendation is approval of the resolution to open a SPLOST VI money market account.

CONCURRENCES:

Finance and Administration

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO OPEN THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) VI MONEY MARKET ACCOUNT AT SOUTH STATE BANK; AND TO AUTHORIZE THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO MANAGE SAID MONEY MARKET ACCOUNT

WHEREAS, the City of Holly Springs has a need to establish a Special Purpose Local Option Sales Tax (SPLOST) VI Money Market Account; and

WHEREAS, the City of Holly Springs plans to utilize this account to reserve Special Purpose Local Option Sales Tax (SPLOST) VI for approved projects as stated in the Intergovernmental Agreement with Cherokee County dated July 28, 2022; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to authorize the City Manager and Finance Director to manage said Money Market Account; and

WHEREAS, it is further the desire of the City Council of the City of Holly Springs that South State Bank be the financial institution with which to open this Money Market Account.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Holly Springs, Georgia that the City Manager and/or Finance Director are hereby authorized to open the Special Purpose Local Option Sales Tax (SPLOST) VI Money Market account at South State Bank.

SO RESOLVED THIS 15th DAY OF SEPTEMBER 2025.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk

(Seal)



FINANCIAL HIGHLIGHTS
As of July 31, 2025



Budget Summary
59% of year lapsed

	2024 Year End (audited)	2025 Budget	2025 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	15,103,770	16,500,000	3,695,445	22.40%
American Rescue Plan (ARP) Act of 2021	323,192	1,920,000	22,218	1.16%
Operating Grant Fund	107,492	70,000	30,454	43.51%
Parks & Recreation Fund	492,625	470,250	278,461	59.22%
Tax Allocation District	564,478	654,475	153,876	23.51%
Hotel/Motel Tax Fund	6,582	6,000	3,570	59.50%
SPLOST III Fund	-	-	-	0.00%
SPLOST V Fund	4,689,516	-	-	0.00%
SPLOST VI Fund	3,478,548	7,500,000	3,571,631	47.62%
Town Center Fund	7,646,132	8,000,000	863,477	10.79%
Urban Redevelopment Agency	546,811	7,500,000	154,176	2.06%
Debt Service Fund	2,027,350	3,789,395	1,699,107	44.84%
Stormwater Utility Fund	4,516,289	610,000	55,538	9.10%
TOTAL REVENUES - ALL FUNDS	\$ 39,502,785	\$ 47,020,120	\$ 10,527,953	22.39%

EXPENDITURES/EXPENSES BY FUND				
General Fund	18,923,939	16,500,000	8,979,660	54.42%
American Rescue Plan (ARP) Act of 2021	243,643	1,920,000	1,961,479	102.16%
Operating Grant Fund	107,493	70,000	61,574	87.96%
Parks & Recreation Fund	1,002,706	470,250	341,566	72.63%
Tax Allocation District	604,532	654,475	321,766	49.16%
Hotel/Motel Tax Fund	4,050	6,000	4,300	71.67%
SPLOST III Fund	-	-	-	0.00%
SPLOST V Fund	5,567,456	-	-	0.00%
SPLOST VI Fund	3,112,140	7,500,000	2,382,389	31.77%
Town Center Fund	7,036,797	8,000,000	800,067	10.00%
Urban Redevelopment Agency	7,046,132	7,500,000	863,477	11.51%
Debt Service Fund	3,827,885	3,789,395	1,663,006	43.89%
Stormwater Utility Fund	346,648	610,000	80,573	13.21%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 47,823,421	\$ 47,020,120	\$ 17,459,858	37.13%



Comparison to Prior Year
59% of year lapsed

	07/31/2024 Actual (audited)	2024 Budget	% of Annual Amended Budget	07/31/2025 Actual	2025 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	4,120,062	19,125,000	21.54%	3,695,445	16,500,000	22.40%
American Rescue Plan (ARP) Act of 2021	48,671	2,000,000	2.43%	22,218	1,920,000	1.16%
Operating Grant Fund	40,872	107,500	38.02%	30,454	70,000	43.51%
Parks & Recreation Fund	277,988	1,005,000	27.66%	278,461	470,250	59.22%
Tax Allocation District	76,349	605,115	12.62%	153,876	654,475	23.51%
Hotel/Motel Tax Fund	3,773	6,000	62.88%	3,570	6,000	59.50%
SPLOST V Fund	3,527,091	5,600,000	62.98%	-	-	0.00%
SPLOST VI Fund	-	3,485,000	0.00%	3,571,631	7,500,000	47.62%
Town Center Fund	4,635,289	7,700,000	60.20%	863,477	8,000,000	10.79%
Urban Redevelopment Agency	359,958	7,100,000	5.07%	154,176	7,500,000	2.06%
Debt Service Fund	561,755	3,850,000	14.59%	1,699,107	3,789,395	44.84%
Stormwater Utility Fund	53,319	610,000	8.74%	55,538	610,000	9.10%
TOTAL REVENUES - ALL FUNDS	\$ 13,705,127	\$ 51,193,615	26.77%	\$ 10,527,953	\$ 47,020,120	22.39%
EXPENDITURES/EXPENSES BY FUND						
General Fund	10,604,333	19,125,000	55.45%	8,979,660	16,500,000	54.42%
American Rescue Plan (ARP) Act of 2021	243,643	2,000,000	12.18%	1,961,479	1,920,000	102.16%
Operating Grant Fund	65,502	107,500	60.93%	61,574	70,000	87.96%
Parks & Recreation Fund	931,391	1,005,000	92.68%	341,566	470,250	72.63%
Tax Allocation District	330,593	605,115	0.00%	321,766	654,475	49.16%
Hotel/Motel Tax Fund	3,050	6,000	50.83%	4,300	6,000	71.67%
SPLOST V Fund	3,835,336	5,600,000	68.49%	-	-	0.00%
SPLOST VI Fund	-	3,485,000	0.00%	2,382,389	7,500,000	31.77%
Town Center Fund	4,905,646	7,700,000	63.71%	800,067	8,000,000	10.00%
Urban Redevelopment Agency	4,635,289	7,100,000	65.29%	863,477	7,500,000	11.51%
Debt Service Fund	2,029,086	3,850,000	52.70%	1,663,006	3,789,395	43.89%
Stormwater Utility Fund	84,049	610,000	13.78%	80,573	610,000	13.21%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 27,667,916	\$ 51,193,615	54.05%	\$ 17,459,858	\$ 47,020,120	37.13%



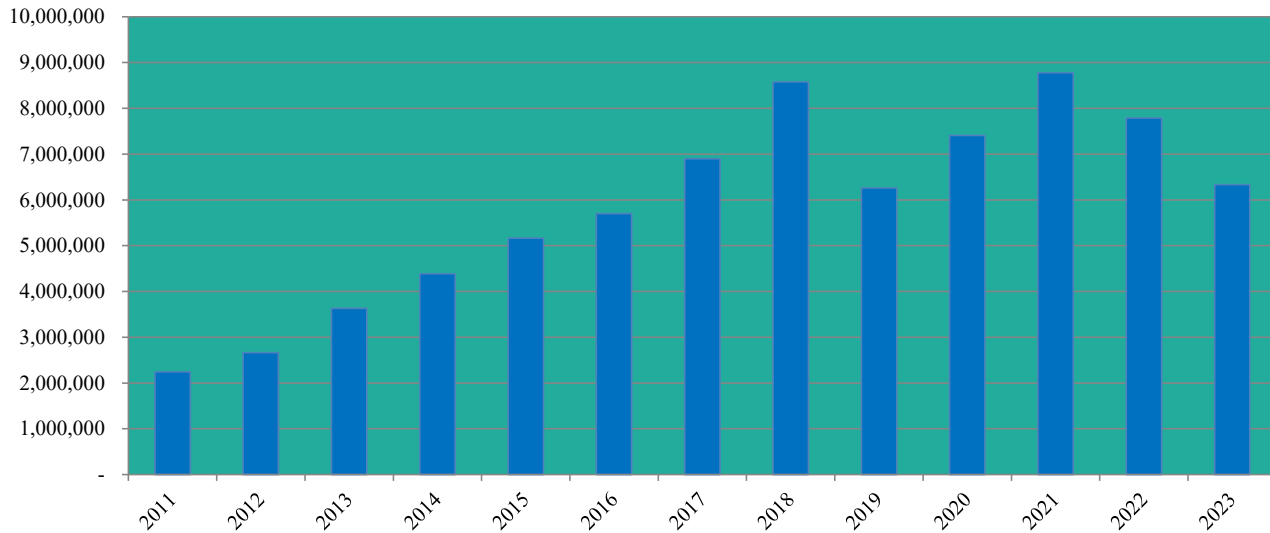
Changes in Fund Balance/Net Position
As of July 31, 2025

Unaudited

Fund	Balance as of 1/1/2025 (audited)	Revenues	Expenditures/ Expenses	Balance as of 7/31/2025	Net Increase/ (Decrease)
General Fund	6,332,250	3,695,445	8,979,660	1,048,035	(5,284,215)
American Rescue Plan (ARP) Act of 2021	79,550	22,218	1,961,479	(1,859,711)	(1,939,261)
Operating Grant Fund	37,372	30,454	61,574	6,252	(31,120)
Parks & Recreation Fund	245,602	278,461	341,566	182,497	(63,105)
Tax Allocation District	527,925	153,876	321,766	360,035	(167,890)
Hotel/ Motel Tax Fund	8,908	3,570	4,300	8,178	(730)
SPLOST VI Fund	366,408	3,571,631	2,382,389	1,555,650	1,189,242
Town Center Fund	(52,782)	863,477	800,067	10,628	63,410
Urban Redevelopment Agency	7,966,935	154,176	863,477	7,257,634	(709,301)
Debt Service Fund	43,280	1,699,107	1,663,006	79,381	36,101
Stormwater Utility Fund	12,461,243	55,538	80,573	12,436,208	(25,035)
	\$ 28,016,691	\$ 10,527,953	\$ 17,459,858	\$ 21,084,786	\$ (6,931,905)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

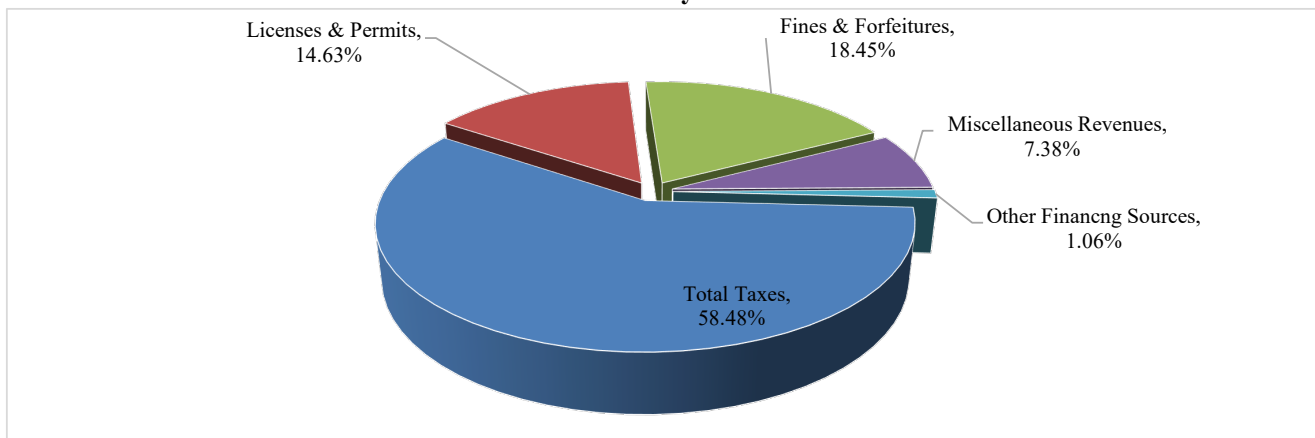




Budget Comparison Report - General Fund
59% of year lapsed

REVENUES	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Property Taxes	19,200	8,290,991	615,583	7.42%
Motor Vehicle Taxes	1,751	25,000	16,539	66.16%
Motor Vehicle Title Ad Valorem Tax	81,807	850,000	536,069	63.07%
Mobile Home Tax	-	75	58	77.11%
Recording Intangible Taxes	4,840	65,000	36,022	55.42%
Penalties & Interest	535	10,000	15,604	156.04%
Fifa Fees	45	2,000	2,100	105.00%
Franchise Tax	-	625,000	771,448	123.43%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	2,332	10,000	16,863	168.63%
Business & Occupation Tax	1,939	150,000	146,414	97.61%
Financial Institutions Tax	-	4,000	4,245	106.13%
Insurance Premium Tax	-	1,500,000	-	0.00%
Total Taxes	112,451	11,992,716	2,160,945	18.02%
Licenses & Permits	24,367	595,525	540,555	90.77%
Fines & Forfeitures	111,128	738,425	681,851	92.34%
Miscellaneous Revenues	4,657	117,284	51,802	44.17%
Interest Income	51,388	150,250	220,982	147.08%
Proceeds from the Sale of Assets	-	50,000	39,300	78.60%
Inception of Lease Liability	-	400,000	-	0.00%
Donation from Private Sources	-	250	-	0.00%
Fund Balance	-	2,455,550	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 303,991	\$ 16,500,000	\$ 3,695,445	22.40%

Revenues by Source

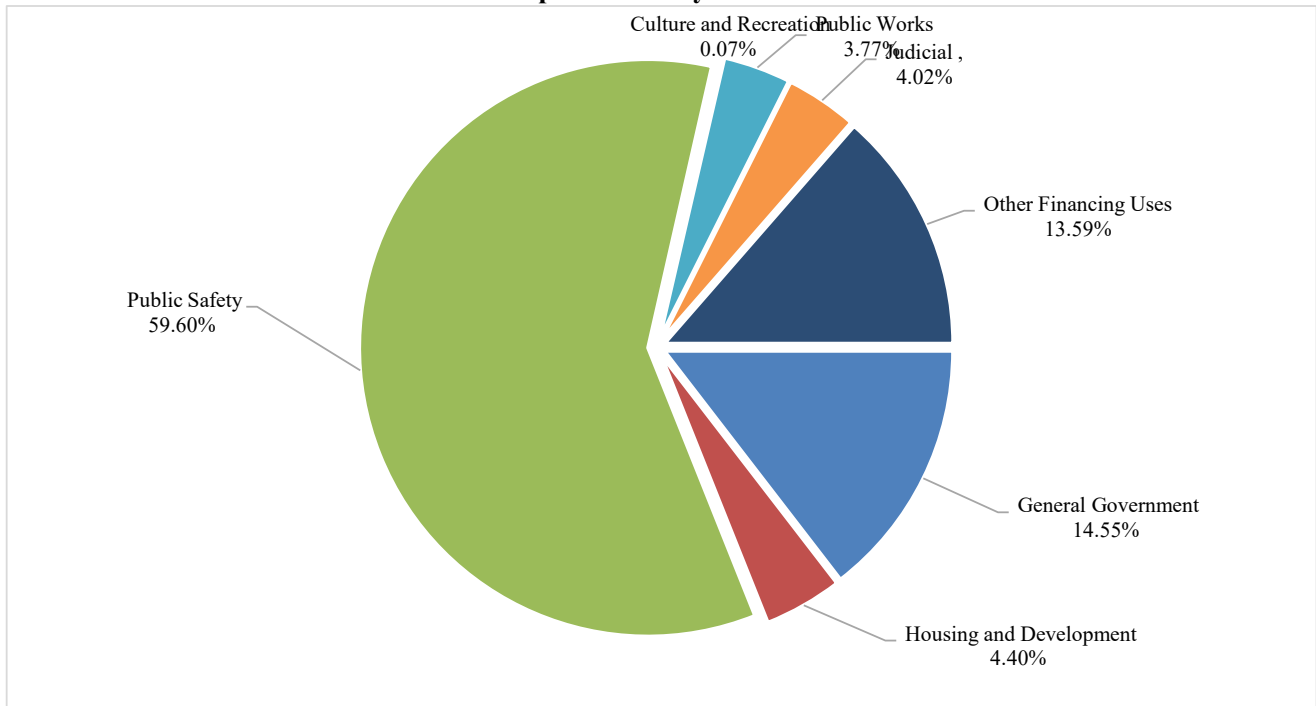




Budget Comparison Report - General Fund
59% of year lapsed

EXPENDITURES	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
General Government	154,328	2,621,631	1,306,820	49.85%
Housing and Development	61,010	671,081	395,111	58.88%
Public Safety	406,262	8,656,881	5,351,598	61.82%
Culture and Recreation	150	44,000	6,474	14.71%
Public Works	48,373	701,189	338,808	48.32%
Judicial	67,885	594,050	360,962	60.76%
Other Financing Uses	39,813	3,211,167	1,219,887	37.99%
TOTAL GENERAL FUND EXPENDITURES	\$ 777,821	\$ 16,500,000	\$ 8,979,660	54.42%

Expenditures by Function





Budget Comparison Report - All Funds
59% of year lapsed

Unaudited

	2024 Year End Actuals	2025 Budget	Year to Date	% 2025 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	15,103,770	16,500,000	3,695,445	22.40%
Expenditures:	18,923,939	16,500,000	8,979,660	54.42%
Excess Revenues over (under) Expenditures	(3,820,169)	-	(5,284,215)	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	323,192	1,920,000	22,218	1.16%
Expenditures:	243,643	1,920,000	1,961,479	102.16%
Excess Revenues over (under) Expenditures	79,549	-	(1,939,261)	
<u>OPERATING GRANT FUND</u>				
Revenues:	107,492	70,000	30,454	43.51%
Expenditures:	107,493	70,000	61,574	87.96%
Excess Revenues over (under) Expenditures	(1)	-	(31,120)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	492,625	470,250	278,461	59.22%
Expenditures:	1,002,706	470,250	341,566	72.63%
Excess Revenues over (under) Expenditures	(510,081)	-	(63,105)	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	564,478	654,475	153,876	23.51%
Expenditures:	604,532	654,475	321,766	49.16%
Excess Revenues over (under) Expenditures	(40,054)	-	(167,890)	



Budget Comparison Report - All Funds
59% of year lapsed

Unaudited				
	2024 Year End Actuals	2025 Budget	Year to Date	% 2025 Annual Budget
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	6,582	6,000	3,570	59.50%
Expenditures:	4,050	6,000	4,300	71.67%
Excess Revenues over (under) Expenditures	2,532	-	(730)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	546,811	7,500,000	154,176	2.06%
Expenditures:	7,046,132	7,500,000	863,477	11.51%
Excess Revenues over (under) Expenditures	(6,499,321)	-	(709,301)	
<u>SPLOST VI FUND</u>				
Revenues:	3,478,548	7,500,000	3,571,631	47.62%
Expenditures:	3,112,140	7,500,000	2,382,389	31.77%
Excess Revenues over (under) Expenditures	366,408	-	1,189,242	
<u>TOWN CENTER FUND</u>				
Revenues:	7,646,132	8,000,000	863,477	10.79%
Expenditures:	7,036,797	8,000,000	800,067	10.00%
Excess Revenues over (under) Expenditures	609,335	-	63,410	
<u>DEBT SERVICE FUND</u>				
Revenues:	2,027,350	3,789,395	1,699,107	44.84%
Expenditures:	3,827,885	3,789,395	1,663,006	43.89%
Excess Revenues over (under) Expenditures	(1,800,535)	-	36,101	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	4,516,289	610,000	55,538	9.10%
Expenses:	346,648	610,000	80,573	13.21%
Excess Revenues over (under) Expenses	4,169,641	-	(25,035)	



Investments
As of July 31, 2025

South State Bank

Downtown Development Authority - CD 4.75% 100,169

Subtotal South State Bank \$ 100,169

Goldman Sachs Autocallable GS Momentum Builder	233,400
Certificate of Deposit - CD 4.05% Maturity Date - 9/21/2025	334,975
Certificate of Deposit - CD 4.05% Maturity Date - 9/28/2025	278,130
Certificate of Deposit - CD 4.05% Maturity Date - 9/23/2025	558,403
Certificate of Deposit - CD 4.05% Maturity Date - 9/23/2025	561,553
Certificate of Deposit - CD 4.05% Maturity Date - 9/23/2025	274,604
Certificate of Deposit - CD 4.05% Maturity Date - 9/28/2025	276,927
Certificate of Deposit - CD 4.05% Maturity Date - 9/28/2025	83,208
Certificate of Deposit - CD 4.15% Maturity Date - 9/28/2025	1,086,455
Certificate of Deposit - CD 4.15% Maturity Date - 10/6/2025	616,256

Subtotal South State Investment Services \$ 4,303,911

Total Investments \$ 4,404,080



Cash
As of July 31, 2025

South State Bank

General Fund	1,207,914
Municipal Court Fund	130,829
Police Forfeiture Account	1,246
Police Seized Asset Account	26
Money Market Account	2,474,770
Main Street Board	45,029
Tree Replacement Fund	43,287
American Rescue Plan (ARP) Act of 2021	-
Operating Grant Fund	1
Parks & Recreation Fund	145,330
Tax Allocation District (TAD)	281,040
Hotel Motel Tax Fund	5,296
SPLOST VI	442,017
Town Center Fund	80,714
Debt Service Fund	79,381
Downtown Development Authority - Checking	5,079
Stormwater Utility Fund	139,492

Subtotal South State Bank	\$ 5,081,451
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South State Investment Services

Budget Stabilization Cash Account	91
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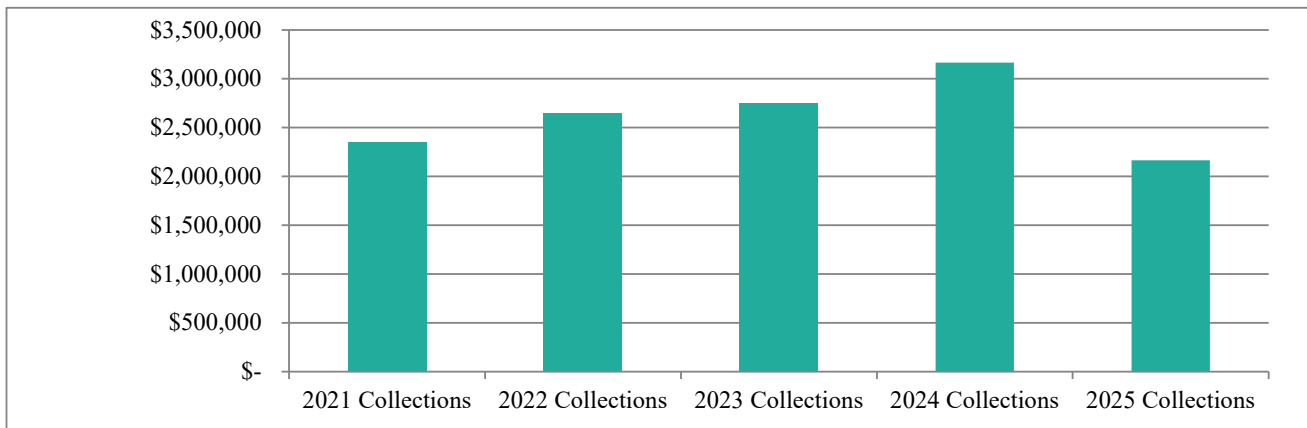
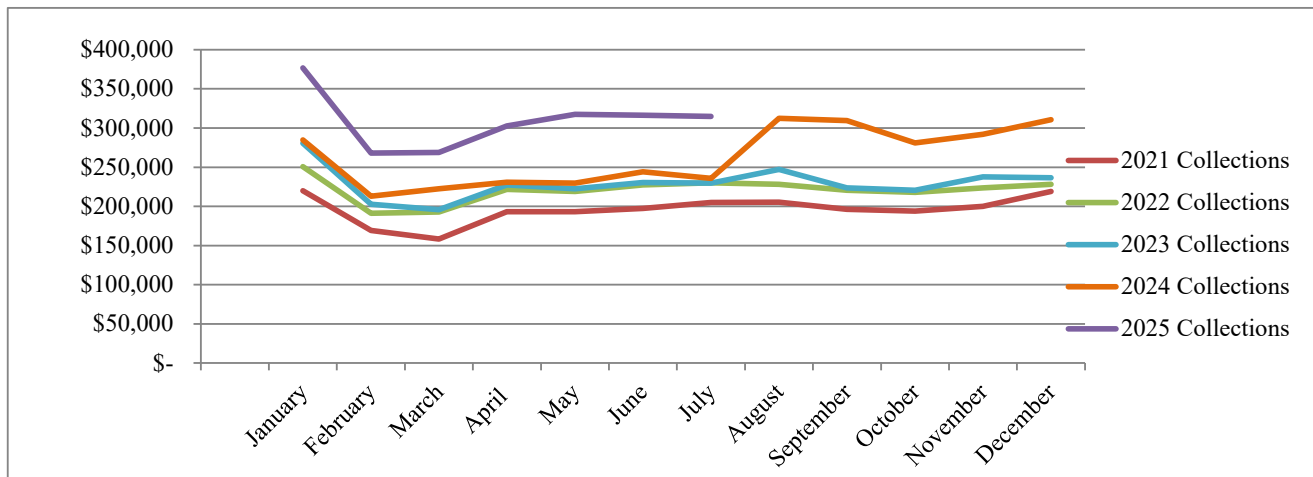
Subtotal South State Investment Services	\$ 91
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Total Cash	\$ 5,081,542
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Special Purpose Local Option Sales Tax Collections
As of July 31, 2025

						% Change from Prior Year
	2021 Collections	2022 Collections	2023 Collections	2024 Collections	2025 Collections	
January	\$ 219,927	\$ 250,695	\$ 280,583	\$ 284,961	\$ 376,756	32.21%
February	169,237	191,168	202,766	212,973	268,028	25.85%
March	158,258	192,686	195,742	222,279	268,721	20.89%
April	193,138	221,796	227,217	230,875	302,760	31.14%
May	193,137	219,102	222,579	229,480	317,365	38.30%
June	197,249	227,296	230,478	243,921	316,327	29.68%
July	204,832	229,938	229,808	235,599	314,915	33.67%
August	205,351	228,172	247,254	312,409		
September	196,323	220,495	223,389	309,613		
October	193,776	217,820	220,673	280,899		
November	199,817	223,696	237,509	292,072		
December	218,887	228,006	236,436	310,513		
	\$ 2,349,931	\$ 2,650,872	\$ 2,754,435	\$ 3,165,593	\$ 2,164,871	





Downtown Development Authority
As of July 31, 2025

	July 2025		YTD	% of Annual
	Transactions	2025 Budget	Transactions	Budget
Revenues				
Interest Revenue	0.35	-	2.00	100%
Miscellaneous Revenue	-	6,500	-	0.00%
Proceeds from Sale of Property	-	500,000	282,462	56.49%
TOTAL REVENUES	\$ 0.35	\$506,500	\$ 282,464	55.77%
Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
DDA Meetings	-	3,000	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	2,500	-	0.00%
Transfers to Primary Government	-	500,000	282,462	56.49%
TOTAL EXPENDITURES	\$ -	\$ 506,500	\$ 282,462	55.77%



GENERAL FUND REVENUE DETAIL

As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	19,200	8,290,991	532,619	6.42%
Real Property Tax - Public Utility	-	40,000	29,215	73.04%
Personal Property Tax	-	125,000	53,749	43.00%
Motor Vehicle Tax	1,751	25,000	12,494	49.98%
Motor Vehicle Title Ad Valorem Tax	81,807	850,000	536,069	63.07%
Apportioned Vehicles (AAVT)	-	4,500	4,045	89.89%
Mobile Home Tax	-	75	58	77.11%
Intangible Tax	4,840	65,000	36,022	55.42%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	2,332	10,000	16,863	168.63%
Franchise Tax - Electric	-	625,000	645,822	103.33%
Franchise Tax - Gas	-	110,000	62,618	56.93%
Franchise Tax - Cable	-	175,000	60,812	34.75%
Franchise Tax - Telephone	3	5,500	2,197	39.94%
Business & Occupational Tax	1,939	150,000	146,414	97.61%
Insurance Premium Tax	-	1,500,000	-	0.00%
Financial Institutions Tax	-	4,000	4,245	106.13%
Penalties & Interest	535	10,000	15,604	156.04%
FiFa Fees	45	2,000	2,100	105.00%
Total Taxes	112,451	11,992,716	2,160,945	18.02%
Alcoholic Beverage Licenses	-	75,000	7,000	9.33%
Alcohol Pouring Permit	460	5,000	3,300	66.00%
Zoning and Land Use Permits	-	10,000	5,205	52.05%
Planning and Development Fees	1,042	5,000	5,099	101.98%
Sign Permit Fees	300	1,500	2,190	146.00%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	25	-	0.00%
Personal Transportation Veh Permit	10	50	10	20.00%
Other Licenses and Permits	525	2,500	675	27.00%
Building Permit Revenue	11,871	350,000	349,501	99.86%
Certificate of Occupancy Fees	2,000	50,000	56,000	112.00%
Building Permit - Reinspection Fees	-	5,000	150	3.00%
Building Permit-Sub Fee	1,970	30,000	25,953	86.51%
Occupational Tax Late Fees	-	1,200	266	22.14%
Plan Review Fees	6,189	60,000	85,206	142.01%
Total Licenses and Permits	24,367	595,525	540,555	90.77%
Municipal Court Fines	111,128	700,000	681,151	97.31%
Cash confiscations-Forfeitures	-	150	-	0.00%
Proceeds From Sale of Confiscations	-	500	-	0.00%
Court Costs	-	2,500	-	0.00%
Drug Testing Fees	-	-	-	100%
Expungements	-	25	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	-	30,000	700	2.33%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	111,128	738,425	681,851	92.34%



GENERAL FUND REVENUE DETAIL

As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Grant Revenue	-	500	881	176.15%
Probation Fees	2,042	30,000	16,438	54.79%
Election and Qualifying Fees	-	-	-	100%
Printing and Duplicating Service Fees	157	250	1,634	653.58%
Advertising Fees	-	750	-	0.00%
Accident/Incident Reports	190	2,000	1,770	88.50%
Wrecker Service Contract	-	20,000	20,000	100.00%
Background Checks	15	1,000	525	52.50%
Bad Check Fees	-	50	100	200.00%
Miscellaneous Revenue	1,353	47,734	3,636	7.62%
Rents and Royalties	900	5,000	1,770	35.40%
Reimbursement for Damaged Property	-	10,000	5,048	50.48%
Total Miscellaneous Income	4,657	117,284	51,802	44.17%
Interest Revenue	51,013	150,000	220,982	147.32%
Unrealized Gain or Loss on Investments	375	250	-	0.00%
Total Investment Income	51,388	150,250	220,982	147.08%
Proceeds from Sale of Assets	-	50,000	39,300	78.60%
Inception of lease liabilities	-	400,000	-	0.00%
Donations from Private Sources	-	250	10	4.00%
Fund Balance	-	2,455,550	-	0.00%
Total Other Financing Sources	-	2,905,800	39,310	1.35%
TOTAL GENERAL FUND REVENUES	\$ 303,991	\$ 16,500,000	\$ 3,695,445	22.40%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Governing Body</i>				
Salaries & Wages-Council	3,500	42,000	24,500	58.33%
Employee Benefits-Medical	9,784	134,661	62,357	46.31%
Employee Benefits-Dental	351	5,017	2,263	45.11%
Employee Benefits-ADD Life	65	882	495	56.12%
FICA	137	2,604	1,033	39.68%
Medicare	32	609	242	39.68%
Employee Benefits-Retirement	255	3,058	1,784	58.33%
Unemployment	6	173	42	24.08%
Workers Comp Insurance	-	133	94	70.38%
<i>Total Salaries and Benefits</i>	<u>14,130</u>	<u>189,137</u>	<u>92,809</u>	<u>49.07%</u>
Communications	-	480	1,417	295.30%
Travel	-	1,000	5,133	513.27%
Dues and Fees	40	750	877	116.91%
Education and Training	-	750	1,560	208.00%
Other Expenditures	-	250	916	366.45%
Small Equipment	-	-	1,076	100%
General Supplies and Materials	-	50	-	0.00%
<i>Total Operations</i>	<u>40</u>	<u>3,280</u>	<u>10,979</u>	<u>334.73%</u>
<i>City Manager</i>				
Salaries & Wages	21,346	277,500	158,798	57.22%
Employee Benefits-Medical	1,588	19,901	11,067	55.61%
Employee Benefits-Dental	114	1,613	797	49.38%
Employee Benefits-ADD Life	18	221	147	66.50%
Employee Benefits-Disability	126	1,588	1,008	63.48%
FICA	1,312	15,258	9,763	63.99%
Medicare	307	4,024	2,283	56.74%
Employee Benefits-Retirement	1,684	20,202	11,785	58.33%
Unemployment	-	68	24	35.63%
Workers' Comp. Insurance	-	1,305	920	70.50%
<i>Total Salaries and Benefits</i>	<u>26,495</u>	<u>341,680</u>	<u>196,593</u>	<u>57.54%</u>
Communications	-	900	405	45.02%
Travel	-	1,300	274	21.06%
Dues and Fees	6	2,000	1,093	54.67%
Education and Training	239	1,250	239	19.12%
Other Expenditures	-	1,500	1,892	126.11%
General Supplies and Materials	-	150	-	0.00%
Small Equipment	-	-	592	100%
<i>Total Operations</i>	<u>245</u>	<u>7,100</u>	<u>4,495</u>	<u>63.31%</u>



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
City Clerk				
Salaries & Wages	15,197	198,060	113,369	57.24%
Employee Benefits-Medical	3,604	48,589	25,112	51.68%
Employee Benefits-Dental	83	1,234	578	46.83%
Employee Benefits-ADD Life	31	368	245	66.59%
Employee Benefits-Disability	126	1,526	1,008	66.08%
FICA	904	12,280	6,737	54.86%
Medicare	211	2,872	1,575	54.86%
Employee Benefits-Retirement	1,202	14,419	8,411	58.33%
Unemployment	-	114	40	35.41%
Workers' Comp. Insurance	-	626	441	70.51%
Total Salaries and Benefits	21,356	280,088	157,517	56.24%
Professional Services	-	5,000	300	6.00%
Communications	-	900	416	46.21%
Travel	-	1,250	-	0.00%
Dues and Fees	316	6,500	1,970	30.31%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	195	38.99%
General Supplies and Materials	62	250	113	45.34%
General Supplies - Postage	3	300	168	56.13%
Small Equipment	159	500	1,151	230.27%
Software	-	20,900	3,819	18.27%
Other Supplies - Uniforms	-	50	-	0.00%
Total Operations	539	37,650	8,133	21.60%
Elections				
Advertising	-	-	-	100%
Total Operations	-	-	-	100.00%
Contingency				
Contingency	-	165,000	-	0.00%
Total Operations	-	165,000	-	0.00%
Financial Administration				
Salaries & Wages	20,234	262,608	151,365	57.64%
Salaries & Wages overtime	14	-	28	100%
Employee Benefits-Medical	6,951	97,925	48,422	49.45%
Employee Benefits-Dental	78	1,404	543	38.70%
Employee Benefits-ADD Life	37	441	294	66.67%
Employee Benefits-Disability	184	2,136	1,471	68.85%
FICA	1,168	16,282	8,730	53.62%
Medicare	273	3,808	2,042	53.61%
Employee Benefits-Retirement	1,593	19,118	11,152	58.33%
Unemployment	-	137	48	35.36%
Workers' Comp. Insurance	-	830	585	70.52%
Total Salaries and Benefits	30,531	404,689	224,679	55.52%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services - Audit	5,000	27,500	32,000	116.36%
Advertising/Promotions	-	2,800	883	31.54%
Printing and Binding	-	1,500	-	0.00%
Travel	-	500	240	47.93%
Dues and Fees	185	10,000	5,484	54.84%
Education and Training	-	1,500	-	0.00%
Other Expenditures	88	500	333	66.51%
General Supplies and Materials	-	1,500	536	35.71%
General Supplies-Postage	105	7,500	1,591	21.21%
Small Equipment	-	250	2,578	1031.30%
Software	2,549	9,150	2,549	27.86%
Total Operations	7,927	62,700	46,193	73.67%
Licensing				
Salaries & Wages	2,076	26,986	15,555	57.64%
Employee Benefits-Medical	992	14,800	6,909	46.68%
Employee Benefits-Dental	19	350	136	38.80%
Employee Benefits-ADD Life	6	74	49	66.16%
Employee Benefits-Disability	19	224	151	67.46%
FICA	116	1,673	866	51.76%
Medicare	27	391	203	51.80%
Employee Benefits-Retirement	164	1,965	1,146	58.32%
Unemployment	-	23	8	35.09%
Workers' Comp. Insurance	-	43	30	69.93%
Total Salaries and Benefits	3,419	46,529	25,053	53.84%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	-	1,500	803	53.53%
Software	-	3,000	-	0.00%
Other Supplies-Uniforms	-	50	-	0.00%
Total Operations	-	4,650	803	17.27%
Legal				
Professional Services - Legal	2,780	35,000	16,819	48.05%
Total Operations	2,780	35,000	16,819	48.05%
Information Technology				
Salaries & Wages	11,199	103,795	64,502	62.14%
Employee Benefits-Medical	1,062	13,267	7,400	55.78%
Employee Benefits-Dental	128	1,073	899	83.75%
Employee Benefits-ADD Life	20	221	162	73.16%
Employee Benefits-Disability	104	838	829	98.91%
FICA	677	6,435	3,875	60.22%
Medicare	158	1,505	906	60.22%
Employee Benefits-Retirement	1,042	12,502	7,293	58.33%
Unemployment	-	68	16	23.75%
Workers' Comp. Insurance	-	328	231	70.53%
Total Salaries and Benefits	14,389	140,032	86,113	61.50%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	20,000	-	0.00%
Communications	-	480	469	97.72%
Dues and Fees	4	250	53	21.26%
Other Expenditures	-	250	72	28.65%
General Supplies and Materials	26	500	122	24.44%
Small Equipment	-	5,000	2,947	58.94%
Software	1,656	225,000	51,552	22.91%
Total Operations	1,687	251,480	55,214	21.96%
Human Resources				
Professional Services	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	-	300	11	3.56%
Travel	-	1,000	-	0.00%
Dues and Fees	-	1,200	282	23.53%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	150	-	0.00%
General Supplies and Materials	-	500	234	46.76%
General Supplies-Postage	-	100	-	0.00%
Gasoline/Diesel	-	-	-	100%
Small Equipment	-	500	-	0.00%
Software	-	5,500	1,167	21.21%
Other Supplies - Uniforms	-	50	-	0.00%
Total Operations	-	40,900	1,694	4.14%
Risk Management				
Professional Services	125	20,000	15,125	75.63%
Liability Insurance	2,886	256,000	173,077	67.61%
Total Operations	3,011	276,000	188,202	68.19%
General Government Building				
Salaries & Wages	5,111	89,638	38,379	42.82%
Employee Benefits-Medical	1,002	14,093	6,978	49.51%
Employee Benefits-Dental	29	355	204	57.50%
Employee Benefits-ADD Life	12	147	98	66.67%
Employee Benefits-Disability	36	427	288	67.37%
FICA	308	5,558	2,312	41.60%
Medicare	72	1,300	541	41.59%
Employee Benefits-Retirement	318	3,813	2,224	58.33%
Unemployment	2	91	30	33.29%
Workers' Comp. Insurance	-	1,880	1,325	70.47%
Total Salaries and Benefits	6,890	117,302	52,379	44.65%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	250	-	0.00%
Disposal - Garbage	105	500	631	126.16%
Lawn Care	-	500	-	0.00%
Pest Control	390	2,200	1,596	72.55%
Repairs and Maintenance	6,950	10,000	13,443	134.43%
Repairs and Maintenance - Vehicles	438	7,500	3,409	45.46%
Rental of Equipment	638	7,500	4,455	59.39%
Communications	810	20,000	11,368	56.84%
Dues and Fees	46	1,500	892	59.48%
Other Expenditures	323	1,000	357	35.65%
General Supplies and Materials	586	8,000	4,974	62.18%
Water and Sewer	382	2,000	1,554	77.69%
Natural Gas	144	3,500	2,717	77.63%
Electricity	513	15,000	8,329	55.53%
Gasoline and Diesel	194	4,000	2,505	62.62%
Small Equipment	(321)	2,000	1,635	81.76%
Software	-	-	-	100%
Other Supplies-Uniforms	-	150	224	149.63%
Capital Outlay - Site improvement	-	-	7,987	100%
Capital Outlay - Buildings	-	-	-	100%
Total Operations & Capital	11,199	85,600	66,076	77.19%
Communication & Eternal Affairs				
Salaries & Wages	6,758	87,859	50,923	57.96%
Employee Benefits-Medical	1,741	23,285	12,129	52.09%
Employee Benefits-Dental	53	855	373	43.62%
Employee Benefits-ADD Life	11	132	88	66.79%
Employee Benefits-Disability	61	729	492	67.48%
FICA	403	5,447	3,036	55.74%
Medicare	94	1,274	710	55.73%
Employee Benefits-Retirement	533	6,396	3,731	58.34%
Unemployment	-	41	15	36.34%
Workers' Compensation	-	466	328	70.45%
Total Salaries and Benefits	9,655	126,484	71,825	56.79%
Communications	-	480	235	48.86%
Travel	-	700	-	0.00%
Dues and Fees	7	2,000	646	32.32%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	150	57	38.32%
Small Equipment	-	500	-	0.00%
Software	27	1,000	305	30.54%
Total Operations	34	6,330	1,244	19.65%
TOTAL GENERAL GOVERNMENT	\$ 154,328	\$ 2,621,631	\$ 1,306,820	49.85%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Municipal Court</i>				
Salaries & Wages	9,735	126,559	69,605	55.00%
Salaries & Wages - Overtime	-	500	10	1.95%
Employee Benefits-Medical	4,002	53,732	27,888	51.90%
Employee Benefits-Dental	98	1,651	686	41.55%
Employee Benefits-ADD Life	25	294	196	66.67%
Employee Benefits-Disability	89	1,051	709	67.43%
FICA	575	7,878	4,100	52.04%
Medicare	134	1,842	959	52.06%
Employee Benefits-Retirement	771	9,250	5,396	58.33%
Unemployment	-	91	32	35.49%
Workers' Compensation	-	402	283	70.44%
<i>Total Salaries and Benefits</i>	<u>15,429</u>	<u>203,250</u>	<u>109,864</u>	<u>54.05%</u>
Professional Services - Public Defender	670	6,000	5,209	86.82%
Professional Services - Solicitor/Judge	8,360	80,000	48,700	60.88%
Rental of Equipment	82	1,500	744	49.59%
Advertising	-	100	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	5,000	2,599	51.98%
Dues and Fees	17	1,000	1,222	122.22%
Education and Training	-	1,500	475	31.67%
Other Expenditures	-	100	98	98.48%
General Supplies and Materials	725	1,500	725	48.33%
General Supplies and Materials Postage	66	750	266	35.48%
Food Supplies	420	3,000	1,548	51.59%
Small Equipment	1,744	250	2,141	856.30%
Software	2,120	20,000	9,260	46.30%
Intergovernmental - Inmate Housing	880	20,000	3,795	18.98%
Payment to Other Agencies	37,373	250,000	174,316	69.73%
<i>Total Operations</i>	<u>52,456</u>	<u>390,800</u>	<u>251,098</u>	<u>64.25%</u>
TOTAL JUDICIAL	<u>\$ 67,885</u>	<u>\$ 594,050</u>	<u>\$ 360,962</u>	<u>60.76%</u>
<i>Police Administration</i>				
Salaries & Wages	51,080	689,726	402,043	58.29%
Salaries & Wages-Overtime	-	3,000	138	4.61%
Employee Benefits-Medical	8,141	162,686	56,583	34.78%
Employee Benefits-Dental	394	6,289	2,755	43.81%
Employee Benefits-ADD Life	78	1,103	622	56.42%
Employee Benefits-Disability	422	5,519	3,378	61.21%
FICA	3,113	43,008	24,519	57.01%
Medicare	728	10,058	5,734	57.01%
Employee Benefits-Retirement	3,875	46,500	27,125	58.33%
Unemployment	-	365	145	39.82%
Workers' Compensation	-	27,474	19,365	70.48%
<i>Total Salaries and Benefits</i>	<u>67,831</u>	<u>995,728</u>	<u>542,408</u>	<u>54.47%</u>



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services	250	750	250	33.33%
Repairs & Maintenance	-	4,500	2,999	66.65%
Repair & Maintenance-Vehicle	906	5,500	6,513	118.41%
Rental of Equipment	356	6,000	3,080	51.34%
Communications	-	3,500	1,811	51.75%
Advertising	-	5,000	-	0.00%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	876	14.60%
Dues and Fees	52	5,000	2,226	44.51%
Education and Training	-	6,000	1,879	31.32%
Other Expenditures	73	3,000	453	15.10%
General Supplies and Materials	56	2,000	904	45.19%
General Supplies - Postage	56	500	400	80.06%
Gasoline/Diesel	1,181	18,500	7,819	42.26%
Small Equipment	-	2,500	1,366	54.64%
Software	13	8,125	194	2.38%
Other Supplies - Uniforms	-	6,000	921	15.35%
Total Operations and Capital	2,944	83,475	31,691	37.96%
Criminal Investigation Division				
Salaries & Wages	32,015	470,683	221,306	47.02%
Salaries & Wages-Overtime	-	10,000	888	8.88%
Employee Benefits-Medical	9,889	163,721	67,327	41.12%
Employee Benefits-Dental	397	7,148	2,877	40.25%
Employee Benefits-ADD Life	61	882	490	55.56%
Employee Benefits-Disability	271	3,627	2,166	59.73%
FICA	1,892	29,802	13,126	44.04%
Medicare	443	6,970	3,070	44.04%
Employee Benefits-Retirement	2,916	34,994	20,413	58.33%
Unemployment	-	274	73	26.53%
Workers' Compensation	-	22,262	15,692	70.49%
Total Salaries and Benefits	47,884	750,363	347,427	46.30%
Professional Services	-	500	30	6.05%
Repair & Maintenance	-	3,000	2,499	83.30%
Repair & Maintenance-Vehicle	1,786	4,000	3,284	82.10%
Communications	-	2,400	1,340	55.85%
Printing and Binding	-	250	54	21.60%
Travel	-	2,000	533	26.63%
Dues and Fees	52	2,000	495	24.74%
Education and Training	-	2,500	-	0.00%
Other Expenditures	126	800	577	72.19%
General Supplies and Materials	8	750	82	10.96%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	733	14,000	6,362	45.44%
Small Equipment	-	3,000	409	13.63%
Software	-	6,000	2,048	34.13%
Other Supplies - Uniforms	30	3,000	2,873	95.75%
Total Operations and Capital	2,736	44,250	20,586	46.52%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Vice</i>				
Salaries & Wages	2,558	71,684	38,034	53.06%
Salaries & Wages-Overtime	-	2,000	448	22.42%
Employee Benefits-Medical	1,006	14,094	7,008	49.72%
Employee Benefits-Dental	59	950	414	43.62%
Employee Benefits-ADD Life	12	147	98	66.67%
Employee Benefits-Disability	48	574	387	67.40%
FICA	138	4,568	2,227	48.76%
Medicare	32	1,068	521	48.78%
Employee Benefits-Retirement	447	5,364	3,129	58.34%
Unemployment	-	46	16	35.11%
Workers' Compensation	-	3,413	2,405	70.48%
Total Salaries and Benefits	4,300	103,908	54,688	52.63%
Repairs & Maintenance Vehicles	6	2,500	533	21.33%
Repairs & Maintenance	-	-	500	100%
Dues and Fees	5	150	24	15.69%
Education & Training	-	250	-	0.00%
Gasoline	41	4,000	1,792	44.79%
Other Supplies - Uniforms	-	300	-	0.00%
Total Operations and Capital	52	7,200	2,848	39.56%
<i>Patrol</i>				
Salaries & Wages	141,308	1,901,400	1,002,921	52.75%
Salaries & Wages-Overtime	8,987	52,000	59,313	114.06%
Employee Benefits-Medical	38,911	648,377	280,658	43.29%
Employee Benefits-Dental	1,400	23,032	10,034	43.56%
Employee Benefits-ADD Life	306	3,969	2,291	57.72%
Employee Benefits-Disability	1,172	15,020	8,972	59.73%
FICA	9,022	121,111	63,564	52.48%
Medicare	2,110	28,324	14,866	52.48%
Employee Benefits-Retirement	11,851	142,210	82,956	58.33%
Unemployment	39	1,231	459	37.32%
Workers' Compensation	175	90,470	69,034	76.31%
Total Salaries and Benefits	215,281	3,027,144	1,595,067	52.69%
Professional Services	150	4,000	2,500	62.50%
Repair & Maintenance	575	20,000	16,881	84.41%
Repair & Maintenance-Vehicle	7,675	80,000	64,140	80.17%
Communications	-	22,000	7,885	35.84%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	319	5.31%
Dues and Fees	(657)	7,500	1,426	19.02%
Education & Training	330	8,000	447	5.58%
Other Expenditures	45	3,000	2,156	71.87%
General Supplies and Materials	217	5,000	1,289	25.78%
Gasoline and Diesel	8,163	125,000	57,895	46.32%
Small Equipment	6,149	25,000	9,716	38.86%
Software	12,743	22,000	14,418	65.54%
Other Supplies - Uniforms	350	51,000	16,722	32.79%
Capital Outlay - Vehicles	-	400,000	-	0.00%
Capital Outlay - Machinery & Equipment	-	-	-	100%
Loss on Disposition of Capital Assets	-	-	11,992	100%
Payment to Other Agencies	-	-	-	100%
Total Operations and Capital	35,740	779,100	207,786	26.67%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Police Training</i>				
Salaries & Wages	5,793	74,182	60,304	81.29%
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-Medical	2,941	40,465	20,493	50.64%
Employee Benefits-Dental	99	1,436	694	48.36%
Employee Benefits-ADD Life	12	147	98	66.67%
Employee Benefits-Disability	51	603	406	67.41%
FICA	336	4,723	3,462	73.29%
Medicare	78	1,105	810	73.26%
Employee Benefits-Retirement	462	5,546	3,235	58.34%
Unemployment	-	46	24	53.13%
Workers' Compensation	-	3,528	2,487	70.49%
<i>Total Salaries and Benefits</i>	<u>9,773</u>	<u>133,781</u>	<u>92,014</u>	<u>68.78%</u>
Repair & Maintenance-Vehicle	1,206	2,000	1,425	71.24%
Repairs & Maintenance	(194)	600	306	50.95%
Communications	-	960	305	31.75%
Travel	-	3,500	593	16.93%
Dues and Fees	13	1,000	140	13.99%
Education and Training	-	4,000	1,300	32.50%
Other Expenditures	-	-	616	100%
General Supplies and Materials	770	2,000	1,482	74.11%
Weapons Supplies & Ammunition	-	58,000	30,244	52.14%
Gasoline and Diesel	209	2,500	1,271	50.83%
Small Equipment	-	8,000	3,022	37.78%
Software	-	2,750	2,550	92.73%
Other Supplies - Uniforms	-	1,500	549	36.60%
Intergovernmental	-	2,500	2,500	100.00%
<i>Total Operations and Capital</i>	<u>2,004</u>	<u>89,310</u>	<u>46,302</u>	<u>51.84%</u>
<i>Police Stations and Buildings</i>				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	94	1,200	560	46.70%
Pest Control	45	1,200	559	46.58%
Repairs and Maintenance	4,141	65,000	8,431	12.97%
Rental of Land & Building	3,622	45,500	28,974	63.68%
Communications	613	20,000	11,480	57.40%
Dues & fees	42	450	301	66.91%
General Supplies and Materials	561	3,000	1,804	60.13%
Water/Sewer	450	5,500	2,947	53.58%
Electricity	39	15,000	6,169	41.12%
Small Equipment	60	1,500	2,154	143.59%
<i>Total Operations</i>	<u>9,665</u>	<u>158,600</u>	<u>63,379</u>	<u>39.96%</u>



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Probation</i>				
Salaries & Wages	4,152	53,972	31,033	57.50%
Salaries & Wages - Overtime	-	500	-	0.00%
Employee Benefits-Medical	2,941	35,960	20,503	57.02%
Employee Benefits-Dental	99	1,436	694	48.36%
Employee Benefits-ADD Life	12	147	98	66.67%
Employee Benefits-Disability	38	406	302	74.44%
FICA	234	3,377	1,747	51.73%
Medicare	55	790	409	51.72%
Employee Benefits-Retirement	330	3,966	2,313	58.33%
Unemployment	-	46	16	35.11%
Workers' Compensation	-	172	121	70.58%
<i>Total Salaries and Benefits</i>	<u>7,861</u>	<u>100,772</u>	<u>57,237</u>	<u>56.80%</u>
Dues and Fees	11	200	37	18.44%
Education and Training	-	250	-	0.00%
General Supplies and Materials	-	100	141	141.42%
Small Equipment	-	-	295	100%
Software	180	2,200	1,440	65.45%
Other Supplies - Uniforms	-	500	-	0.00%
<i>Total Operations and Capital</i>	<u>191</u>	<u>3,250</u>	<u>1,913</u>	<u>58.87%</u>
<i>Fire Services</i>				
Intergovernmental-Fire Services	-	2,380,000	2,288,252	0.00%
Total Fire Services	<u>-</u>	<u>2,380,000</u>	<u>2,288,252</u>	<u>0.00%</u>
TOTAL PUBLIC SAFETY	<u>\$ 406,262</u>	<u>\$ 8,656,881</u>	<u>\$ 5,351,598</u>	<u>61.82%</u>
<i>Highways and Streets</i>				
Salaries & Wages	3,146	-	17,431	100%
Employee Benefits - Medical	510	-	1,496	100%
Employee Benefits - Dental	14	-	42	100%
Employee Benefits - Add Life	(19)	-	(112)	100%
Employee Benefits - Disability	56	-	187	100%
FICA	193	-	1,072	100%
Medicare	45	-	251	100%
Employee Benefits - Retirement	(416)	-	(2,080)	100%
Unemployment	(2)	-	6	100%
Workers Comp Insurance	(59)	-	(295)	100%
Professional Services-Engineering	-	500	2,000	400.00%
Disposal-Garbage/Recycling	130	1,500	780	52.00%
Pest Control	-	750	-	0.00%
Repairs & Maintenance	4,871	210,219	32,300	15.36%
Repairs & Maintenance-Vehicles	6	2,500	191	7.64%
Rental of Equipment	-	2,000	-	0.00%
Dues and Fees	2	12,000	1,843	15.36%
Contract Labor	25,685	308,220	177,895	57.72%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	2,000	134	6.70%
Gasoline/Diesel	474	5,000	1,989	39.79%
Small Equipment	17	3,000	122	4.06%
<i>Total Operations</i>	<u>34,653</u>	<u>548,189</u>	<u>235,251</u>	<u>42.91%</u>
<i>Street Lights</i>				
Repairs & Maintenance	-	10,000	10,522	105.22%
Electricity-Street Lights	13,206	130,000	88,687	68.22%
Total Street Lights	<u>13,206</u>	<u>140,000</u>	<u>99,209</u>	<u>70.86%</u>



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Traffic Lights</i>				
Repairs & Maintenance	370	10,000	2,890	28.90%
Electricity-Traffic Lights	144	3,000	1,459	48.62%
Total Traffic Lights	514	13,000	4,349	33.45%
TOTAL PUBLIC WORKS	\$ 48,373	\$ 701,189	\$ 338,808	48.32%
<i>Tree Commission</i>				
Repairs & Maintenance	-	28,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	63	12.69%
Education and Training	-	1,000	-	0.00%
Tree Commission Meetings	150	3,000	1,200	40.00%
General Supplies & Materials	-	5,750	831	14.45%
Books and Periodicals	-	500	-	0.00%
Total Operations	150	40,000	2,094	5.24%
<i>Culture and Recreation</i>				
<i>professional services</i>	-		380	100%
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
	-	4,000	4,380	
TOTAL CULTURE AND RECREATION	\$ 150	\$ 44,000	\$ 6,474	14.71%
<i>Building Inspections</i>				
Salaries & Wages	15,296	201,310	114,025	56.64%
Salaries & Wages- Overtime	165	-	214	100%
Employee Benefits-Medical	3,948	26,534	16,012	60.34%
Employee Benefits-Dental	188	2,006	916	45.67%
Employee Benefits-ADD Life	31	368	196	53.27%
Employee Benefits-Disability	135	1,592	869	54.61%
FICA	930	12,481	6,980	55.93%
Medicare	217	2,919	1,632	55.92%
Employee Benefits-Retirement	1,221	14,656	8,549	58.33%
Unemployment	-	137	68	49.36%
Workers' Compensation	-	3,453	2,434	70.49%
Total Salaries and Benefits	22,131	265,456	151,896	57.22%
Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	136	2,000	961	48.04%
Communications	-	1,600	917	57.32%
Printing & Binding	-	50	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	23	250	345	138.09%
Education and Training	-	1,000	1,528	152.80%
Other Expenditures	63	250	683	273.29%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	118	2,000	844	42.21%
Books and Periodicals-Code Books	-	50	-	0.00%
Small Equipment	-	500	1,193	238.70%
Software	-	15,000	3,819	25.46%
Other Supplies-Uniforms	-	100	-	0.00%
Total Operations	340	24,500	10,291	42.00%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Planning and Zoning				
Salaries & Wages	13,475	145,928	87,915	60.25%
Employee Benefits-Medical	2,053	28,066	14,453	51.50%
Employee Benefits-Dental	19	351	136	38.71%
Employee Benefits-ADD Life	18	221	165	74.85%
Employee Benefits-Disability	102	1,154	910	78.86%
FICA	804	9,048	5,219	57.68%
Medicare	188	2,116	1,221	57.68%
Employee Benefits-Retirement	1,278	10,624	8,943	84.18%
Unemployment	4	68	31	45.47%
Workers' Compensation	-	419	295	70.44%
Total Salaries and Benefits	17,942	197,995	119,288	60.25%
Professional Services-Engineering	7,787	85,000	46,050	54.18%
Professional Services-Legal	620	7,000	2,400	34.29%
Communications	-	480	432	89.90%
Advertising	-	2,500	662	26.46%
Printing & Binding	1,801	28,000	13,190	47.11%
Travel	-	1,000	-	0.00%
Dues and Fees	14	3,000	2,247	74.88%
Education and Training	-	1,000	-	0.00%
Planning & Zoning Meeting Fees	800	12,000	4,200	35.00%
Other Expenditures	-	250	256	102.25%
General Supplies and Materials	630	500	630	125.90%
General Supplies - Postage	11	1,000	450	44.98%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	1,500	2,094	139.58%
Software	-	12,800	-	0.00%
Total Operations	11,661	156,080	72,609	46.52%
Economic Development				
Salaries & Wages	751	9,762	5,241	53.69%
Employee Benefits - Medical	193	2,586	1,347	52.09%
Employee Benefits - Dental	6	95	41	43.62%
Employee Benefits - Add Live	1	15	10	65.60%
Employee Benefits - Disability	7	77	55	71.06%
FICA	45	605	312	51.65%
Medicare	10	142	73	51.50%
Employee Benefits - Retirement	59	711	415	58.30%
Unemployment	-	5	1	25.00%
Workers Comp Insurance	-	52	36	70.15%
Total Salaries & Benefits	1,073	14,050	7,532	53.61%
Rental of land & building	-	-	2,160	100%
Advertising	5,367	-	5,367	100%
Dues and Fees	1	-	516	100%
Contrac Labor	-	-	-	100%
Other Expenditures	-	-	1,935	100%
General Supplies & Materials	2,494	-	7,925	100%
Other Supplies - Uniforms	-	-	2,592	100%
Professional Services	-	-	-	100%
Total Operations	7,862	-	20,495	100.00%
Intergovernmental				
Intergovernmental - COED	-	13,000	13,000	100.00%
Total Intergovernmental	-	13,000	13,000	100.00%
TOTAL HOUSING AND DEVELOPMENT	\$ 61,010	\$ 671,081	\$ 395,111	58.88%



General Fund Expenditures
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Capital Lease</i>				
Capital lease - Interest	6,526	121,495	52,567	43.27%
Capital lease Principal	31,539	531,872	233,378	43.88%
TOTAL CAPITAL LEASE	<u>\$ 38,065</u>	<u>\$ 653,367</u>	<u>\$ 285,944</u>	<u>43.76%</u>
<i>Other Financing Uses</i>				
Transfer to Other Funds	1,749	2,557,800	933,943	36.51%
TOTAL OTHER FINANCING USES	<u>\$ 1,749</u>	<u>\$ 2,557,800</u>	<u>\$ 933,943</u>	<u>36.51%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 777,821</u>	<u>\$ 16,500,000</u>	<u>\$ 8,979,660</u>	<u>54.42%</u>



American Rescue Plan (ARP) Act of 2021
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Interest Revenue	-	20,000	22,218	111.09%
Miscellaneous Revenue	-	1,900,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 1,920,000	\$ 22,218	1.16%
EXPENDITURES:				
Intergovernmental Fire Services	-	1,920,000	1,961,479	102.16%
TOTAL EXPENDITURES	\$ -	\$ 1,920,000	\$ 1,961,479	102.16%



Operating Grant Fund
As of July 31, 2025

	July 2025		YTD		% of Annual
	Transactions	2025 Budget	Transactions		Budget
REVENUES:					
Atlanta Regional Commission Grant	-	70,000	30,454		43.51%
TOTAL REVENUES	\$ -	\$ 70,000	\$ 30,454		43.51%
EXPENDITURES:					
Payments to Other Agencies-FOCUS	8,711	70,000	61,574		87.96%
TOTAL EXPENDITURES	\$ 8,711	\$ 70,000	\$ 61,574		87.96%



Parks&RecreationFund

As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Alcoholic Bev Excise Tax Beer & Wine	22,448	255,000	146,564	57.48%
Alcoholic Bev Excise Tax Distilled Spirit	9,597	105,000	68,137	64.89%
Local Option Mixed Drink Tax	5,570	75,000	39,767	53.02%
Penalties and Interest	30	250	418	167.14%
Rents and Royalties	716	35,000	23,576	67.36%
TOTAL REVENUES	\$ 38,362	\$ 470,250	\$ 278,461	59.22%
EXPENDITURES:				
Disposal-GarbageDepot	95	500	567	113.45%
Pest Control - Depot	45	750	454	60.53%
Repairs & Maintenance - Depot	-	5,000	386	7.71%
Communications	6	1,750	562	32.13%
General Supplies - Depot	-	1,000	-	0.00%
Water/Sewer - Depot	12	250	81	32.58%
Natural Gas - Depot	119	2,200	1,024	46.55%
Electricity - Depot	940	5,000	2,535	50.71%
Small Equipment - Depot	-	500	334	66.80%
Disposal - Garbage Parks	51	1,750	308	17.62%
Lawn Care	-	8,000	-	0.00%
Pest Control - Parks	165	1,500	2,089	139.28%
Repairs & Maintenance - Parks	4,744	21,720	21,087	97.09%
Rental - Equipment & Land	-	1,000	128	12.77%
Communications	-	500	793	158.61%
Dues and Fees	-	500	445	89.00%
Contract Labor	13,830	215,960	106,965	49.53%
Other Expenditures	-	-	640	100%
General Supplies and Materials - Parks	-	2,000	447	22.37%
Water/Sewer - Parks	1,225	10,000	6,262	62.62%
Natural Gas	-	-	855	100%
Electricity - Parks	576	10,000	4,781	47.81%
Small Equipment - Parks	519	1,000	2,502	250.19%
Capital Outlay - Site Improvements	-	-	8,951	100%
Transfer to Debt Service Fund	-	179,370	179,368	100.00%
TOTAL EXPENDITURES	\$ 22,327	\$ 470,250	\$ 341,566	72.63%



Tax Allocation District Fund

As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Intergovernmental Cherokee County Govt	8,424	131,723	24,239	18.40%
Intergovernmental Cherokee County School 1	26,891	420,502	75,890	18.05%
Transfers from General Fund	37,063	102,250	53,746	52.56%
TOTAL REVENUES	\$ 72,377	\$ 654,475	\$ 153,876	23.51%
EXPENDITURES:				
Transfer to Debt Service Fund	0	654,475	321,766	49.16%
TOTAL EXPENDITURES	\$ 0	\$ 654,475	\$ 321,766	49.16%



Hotel/Motel Tax Fund
As of July 31, 2025

	July 2025		YTD		% of Annual
	Transactions	2025 Budget	Transactions		Budget
REVENUES:					
Hotel/Motel Taxes	655	6,000	3,570		59.50%
TOTAL REVENUES	\$ 655	\$ 6,000	\$ 3,570		59.50%
EXPENDITURES:					
Advertising/Promotions	-	5,000	1,800		36.00%
Payment to Other Agencies	-	1,000	2,500		250.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ 4,300		71.67%



Urban Redevelopment Agency
As of July 31, 2025

	July 2025		YTD		% of Annual
	Transactions	2025 Budget	Transactions		Budget
REVENUES:					
Interest	-	-	154,176		100%
Fund Balance	-	7,500,000	-		0.00%
TOTAL REVENUES	\$ -	\$ 7,500,000	\$ 154,176		2.06%
EXPENDITURES:					
Transfer to Town Center Fund	8,736	7,500,000	863,477		11.51%
TOTAL EXPENDITURES	\$ 8,736	\$ 7,500,000	\$ 863,477		11.51%



SPLOST VI Fund
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
SPLOST VI Revenue	314,914	3,800,000	2,164,871	56.97%
Grant Revenue - LMIG	-	200,000	202,295	101.15%
Issuance of Long Term Deb	-	3,500,000	1,204,465	34.41%
TOTAL REVENUES	\$ 314,914	\$ 7,500,000	\$ 3,571,631	47.62%
EXPENDITURES:				
Capital Outlay - Bldgs City Hall	9,416	1,000,000	90,600	9.06%
Capital Outlay - Amphitheater	8,250	1,000,000	8,250	0.83%
Capital Outlay - Site Improv Parking lot	-	-	3,928	100%
Capital Outlay - Building Improv	25,168	-	25,168	100%
Prof Svc Engineering Safe Streets	-	-	7,332	100%
Prof Services Engineering-Wildcat Project	-	-	51,021	100%
Capital Outlay - LMIG	4,884	200,000	7,495	3.75%
Capital Outlay - Hickory Springs Parkway	-	660,000	-	0.00%
Capital Outlay - Hickory Sprins Ind Dr Realign	-	-	11,650	100%
Capital Outlay - HS Pkwy Ph II	17,968	-	105,814	100%
Capital Outlay - HS Pkwy Ph III	61,068	3,500,000	1,140,243	32.58%
Capital Outlay - HS Pkwy Wide IV	-	-	33,350	100%
Capital Outlay - Hickory Spring Ind Dr	11,683	-	20,398	100%
Capital Outlay - Hickory Rd Widening	1,237	-	3,785	100%
Capital Outlay - Hickory Rd Widening	4,693	-	34,644	100%
Capital Outlay - Sidewalk Projects	57,986	-	96,776	100%
Capital Outlay - Hickory Road Sidewalk	-	500,000	-	0.00%
Capital Outlay - Fox Creek/Turner Village	184	250,000	401,894	160.76%
Capital Outlay - Hickory Spring Pkwy Intersec	-	-	-	100%
Capital Outlay-HS Pkwy Phase III	-	-	-	100%
Capital Outlay - Equipment	-	-	8,220	100%
Capital Outlay - Hickory Road Bridge	18,541	-	48,124	100%
Capital Outlay - Equipment	47,289	-	94,579	100%
Debt Service - Principal GTIB	27,216	335,000	162,767	48.59%
Debt Service - Interest GTIB	4,304	55,000	26,351	47.91%
TOTAL EXPENDITURES	\$ 299,885	\$ 7,500,000	\$ 2,382,389	31.77%



Town Center Fund
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Transfer from Other Funds	8,736	8,000,000	863,477	10.79%
TOTAL REVENUES	\$ 8,736	\$ 8,000,000	\$ 863,477	10.79%
EXPENDITURES:				
Professional Services	-	500,000	-	0.00%
Capital Outlay - Site Improvements	30,771	500,000	235,353	47.07%
Capital Outlay - Hardscape/softscape	-	500,000	115,114	23.02%
Capital Outlay - Buildings City Hall	-	6,500,000	-	0.00%
Capital Outlay - Buildings Parking Deck	8,420	500,000	449,601	89.92%
TOTAL EXPENDITURES	\$39,191	\$8,500,000	\$800,067	9.41%



Debt Service Fund
As of July 31, 2025

	July 2025		YTD	% of Annual
	Transactions	2025 Budget	Transactions	Budget
REVENUES:				
Transfer from Other Funds	-	3,789,395	1,699,107	44.84%
TOTAL REVENUES	\$ -	\$ 3,789,395	\$ 1,699,107	44.84%
EXPENDITURES:				
Debt Service - Bond Principal HSPRA 2016	-	344,764	344,740	99.99%
Debt Service - Bond Interest HSPRA 2016	-	13,972	13,996	100.17%
Debt Service - Bond Principal HSPRA 2023	-	128,000	115,385	90.14%
Debt Service - Bond Interest HSPRA 2023	-	75,650	28,772	38.03%
Debt Service - Bond Principal URA 2019	-	555,556	-	0.00%
Debt Service - Bond Principal URA 2020	-	230,770	-	0.00%
Debt Service - Bond Principal URA 2021	-	519,702	259,851	50.00%
Debt Service - Bond Principal URA 2023	-	830,000	64,000	7.71%
Debt Service - Bond Interest URA 2019	-	82,978	277,778	334.76%
Debt Service - Bond Interest URA 2020	-	56,355	43,988	78.06%
Debt Service - Bond Interest URA 2021	-	139,898	70,417	50.33%
Debt Service - Bond Interest URA 2023	-	811,750	444,079	54.71%
TOTAL EXPENDITURES	\$ -	\$ 3,789,395	\$ 1,663,006	43.89%



Stormwater Utility Fund
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Stormwater Utility Fees	422	610,000	55,538	9.10%
TOTAL REVENUES	\$ 422	\$ 610,000	\$ 55,538	9.10%
EXPENSES:				
Salaries & Wages	3,657	60,916	18,285	30.02%
Employee Benefits - Medical Insurance	544	36,277	2,720	7.50%
Employee Benefits - Dental Insurance	15	1,133	75	6.62%
Employee Benefits - Disability	31	485	155	31.96%
Employee Benefits - ADD Life	6	147	30	20.41%
FICA	227	3,778	1,135	30.04%
Medicare	53	883	265	30.01%
Employee Benefits - Retirement	416	4,995	2,080	41.64%
Unemployment	2	46	10	21.74%
Workers Comp Insurance	59	3,410	295	8.65%
Professional Services - Legal	-	1,000	-	0.00%
Professional Services - Engineer	7,787	100,000	46,050	46.05%
Repairs & Maintenance	350	216,630	4,930	2.28%
Repairs & Maintenance - Vehicles	6	2,500	2,536	101.45%
Rental of Equipment	-	1,000	-	0.00%
Pest Control	-	500	-	0.00%
Communications	-	1,000	378	37.75%
Dues and Fees	1	5,000	151	3.02%
Training	-	1,500	40	2.67%
Other Expenditures	250	250	343	137.36%
General Supplies & Materials	17	500	17	3.46%
General Supplies - Postage	-	500	23	4.69%
Water/Sewer	-	1,000	-	0.00%
Gasoline & Diesel	63	5,000	450	9.01%
Small Equipment	-	3,200	603	18.86%
Other Supplies-Uniforms	-	250	-	0.00%
Depreciation	-	150,000	-	0.00%
Contingency	-	6,100	-	0.00%
Capital Lease Interest	-	2,000	-	0.00%
TOTAL EXPENSES	\$ 13,484	\$ 610,000	\$ 80,573	13.21%



Holly Springs Tree Commission
Budget to Actual Comparison Report
As of July 31, 2025

	July 2025 Transactions	2025 Budget	YTD Transactions	% Variance
REVENUES:				
Development Fees/Recompense	-	5,000	-	0.00%
Donations from Private Source	-	250	10.00	4.00%
TOTAL REVENUES	\$ -	\$ 5,250.00	\$ 10.00	0.19%
EXPENDITURES:				
Landscaping/Tree Planting & Care	-	28,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	63.47	12.69%
Education and Training	-	1,000	-	0.00%
Tree Commission Meetings	150.00	3,000	1,200.00	40.00%
Tree Seedlings	-	5,750	830.73	14.45%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ 150.00	\$ 40,000.00	\$ 2,094.20	5.24%

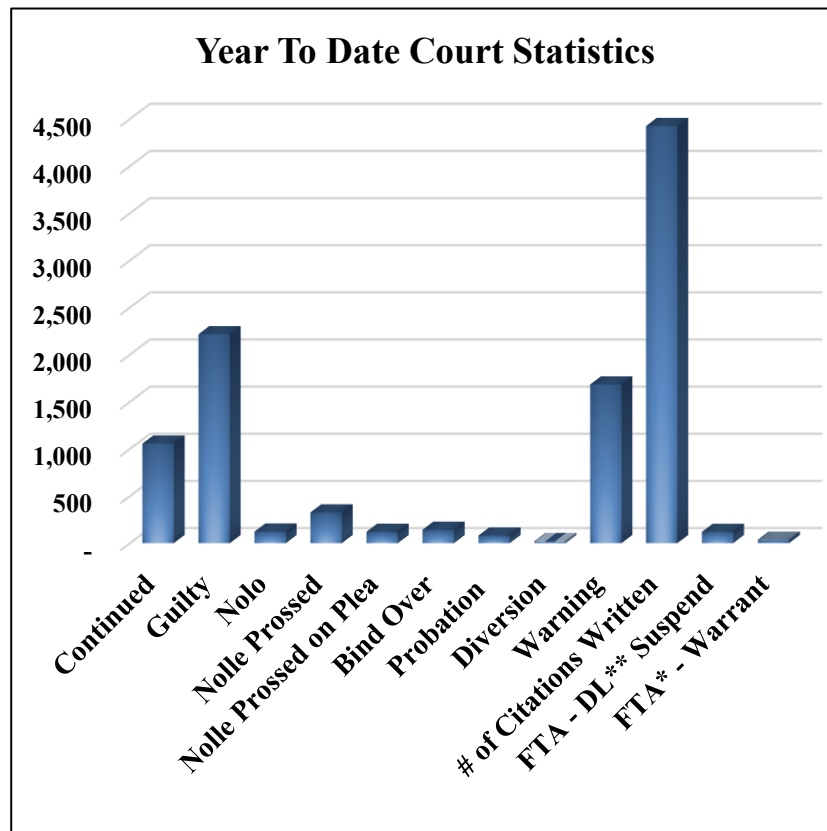


City of Holly Springs Court Statistics 2025 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	117	201	103	160	110	176	188	-	-	-	-	-	1,055
Guilty	185	404	252	293	239	441	401	-	-	-	-	-	2,215
Nolo	14	18	16	24	11	22	17	-	-	-	-	-	122
Nolle Prossed	70	53	42	53	25	42	40	-	-	-	-	-	325
Nolle Prossed on Plea	0	29	15	17	20	28	11	-	-	-	-	-	120
Bind Over	17	23	18	28	9	33	13	-	-	-	-	-	141
Probation	6	18	8	15	11	9	13	-	-	-	-	-	80
Diversion	3	7	3	1	-	3	5	-	-	-	-	-	22
Warning	336	225	302	184	183	212	241	-	-	-	-	-	1,683
# of Citations Written	749	622	794	549	520	576	614	-	-	-	-	-	4,424
FTA - DL** Suspend	8	16	12	24	10	14	35	-	-	-	-	-	119
FTA* - Warrant	1	3	5	2	6	6	13	-	-	-	-	-	36

* Failure to Appear

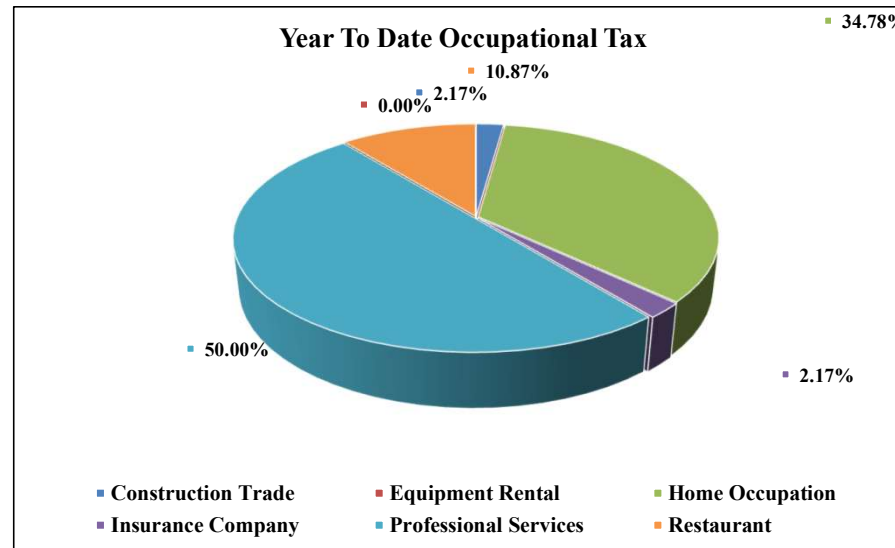
** Driver's License





**City of Holly Springs
Occupational Tax Summary
2025 Year to Date**

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	1	-	-	-	-	-	-	-	1	2.17%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	4	1	1	3	4	2	1	-	-	-	-	-	16	34.78%
Insurance Company	-	-	-	-	-	1	-	-	-	-	-	-	1	2.17%
Professional Services	-	5	4	7	5	1	1	-	-	-	-	-	23	50.00%
Restaurant	-	2	-	1	-	-	2	-	-	-	-	-	5	10.87%
	4	8	5	11	10	4	4	-	-	-	-	-	46	100.00%

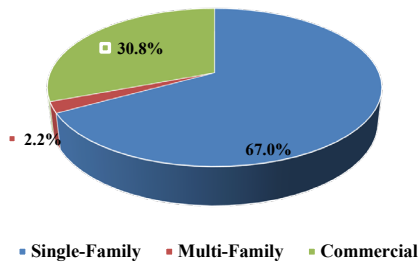




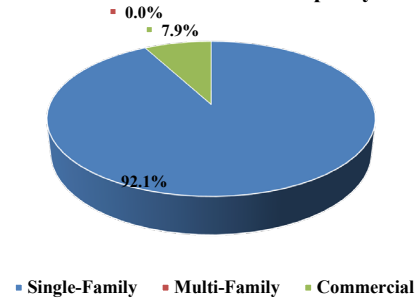
City of Holly Springs
Building Permits and Certificates of Occupancy
2025 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	3	12	4	56	31	1	1						108
Accessory Structures	2	2	2	5	4	5	1						21
Additions		1				2	2						5
Basement Buildouts				2			1						3
Mechanical	2	2	2	1	6	7	2						22
Plumbing	3	2		3	4	3	3						18
Electrical	2	5	2	2	2		3						16
Miscellaneous		6		1	6								13
Residential Fence	1					1	1						3
Certificates of Completion	1		1	1	1		4						8
Certificates of Occupancy	5	8	4	5			5						27
Multi-Family													
Townhomes						3							3
Apartments		2			2								4
Misc-Multi Family													0
Certificates of Occupancy													0
Commercial													
New Structures	4				1								5
Addition-C													0
Tenant Build Outs					1	1							2
Accessory Structures					1								1
Mechanical													0
Plumbing		1											1
Electrical			1	1									2
Misc-C		1	2	3	4	2	9						21
Signs	2	2	4	2	4	8	7						29
Utilities	3	10	6	3	4	3	6						35
Commercial Fence													0
Certificates of Completion							1						1
Certificates of Occupancy		1					1						2

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Jul-25
Pot Hole Repair	0
Tree Service Work	0
ROW Mowing	38
Dead Animal Pick Up	0
Street Sweeping	0
Road Salting	0
Sign Maintenance	4
Litter Pickup	0
Stormwater maintenance	5
Traffic Signals	0
Equipment Maintenance	3
Misc. Work Orders	4
PARKS	
J.B. Owens	17
Barrett Park	17
Karen J. Barnett Park	13
J.C. Mullins	28
Monthly Totals	129



City of Holly Springs Stormwater Statistics 2025 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	20	11	13	11	12	20	21						108
Number of Stormwater Complaints	1	2	4	2	1	10	10						30
Miles of Road Swept	0	0	0	0	0	0	2.1						2.1

