



City of Holly Springs

Date: Monday, May 17, 2021

Location: 3235 Holly Springs Parkway

City Council Work Session Agenda 6:30 p.m.

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. UNFINISHED BUSINESS

- A. Discuss an Intergovernmental Agreement for Implementation of Service Delivery Strategy among Cherokee County, Georgia and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock
Presented By: Robert H. Logan, City Manager

IV. NEW BUSINESS

- B. Discuss a resolution to accept a grant from the American Rescue Plan Act administered by the Governor's Office of Planning and Budget and authorizing the City Manager and/or the Finance Director to act in all matters pertaining to the City of Holly Springs' participation in the grant funding from the American Rescue Plan Act
Presented By: Robert H. Logan, City Manager
- C. Discuss the Fifth Amendment of the Workforce Innovation and Opportunity Contract No. WD1814.5 between the Atlanta Regional Commission and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- D. Discuss a revised invoice from Cowan Signs, Inc.
Presented By: Robert H. Logan, City Manager

- E. Discuss the 2021/2022 Memorandum of Understanding among the Holly Springs Downtown Development Authority, the Economic Development Director, and the City of Holly Springs, Georgia and authorize and ratify the City Manager's execution of the Memorandum of Understanding
Presented By: Erin Honea, Economic Development Director/Asst. City Clerk
- F. Discuss a quote from Granite Telecommunications, LLC
Presented By: Ron Carter, Facilities Manager/IT Manager
- G. Discuss a Service Agreement from Rogers Mechanical Contractors, Inc.
Presented By: Ron Carter, Facilities Manager/IT Manager
- H. Discuss the release of the Spring Meadows Phase 1 Performance Bond
Presented By: Nancy Moon, Community Development Director
- I. Discuss Stormwater Facility Maintenance Agreements
Presented By: Nancy Moon, Community Development Director

V. ADJOURNMENT

City Council Business Meeting Agenda 7:00 p.m.

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. CONSENT AGENDA

- 1. April 12, 2021 Council Work Session and Special Called Meeting Minutes
- 2. April 19, 2021 Council Work Session and Business Meeting Minutes
- 3. A resolution to accept a grant from the American Rescue Plan Act administered by the Governor's Office of Planning and Budget and authorizing the City Manager and/or Finance Director to act in all matters pertaining to the City of Holly Springs' participation in the grant funding from the American Rescue Plan Act

4. Fifth Amendment of the Workforce Innovation and Opportunity Contract No. WD1814.5 between the Atlanta Regional Commission and the City of Holly Springs, Georgia and authorize the Mayor to execute the contract
5. Revised invoice #17492 from Cowan Signs, Inc. for the construction of the southern City of Holly Springs Gateway Monument Sign in an amount not to exceed \$20,959
6. 2021/2022 Memorandum of Understanding among the Holly Springs Downtown Development Authority, the Economic Development Director, and the City of Holly Springs, Georgia and authorize and ratify the City Manager's execution of the Memorandum of Understanding
7. Quote #29428 and agreement between the City of Holly Springs Granite Telecommunications, LLC in an amount not to exceed \$20,220
8. Service Agreement between Rogers Mechanical Contractors, Inc. and the City of Holly Springs, Georgia in an amount not to exceed \$3,256 and authorize the Mayor to execute the agreement
9. The release of the Spring Meadows Phase 1 Performance Bond No. SU1157976
10. Submitting the draft Fire Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia to the Cherokee County Board of Commissioners for their consideration
11. A Stormwater Facility Maintenance Agreement between Marble Quarry Manors, LLC and the City of Holly Springs, Georgia
12. A Stormwater Facility Maintenance Agreement between 120 Hickory Springs Industrial Drive, LLC and the City of Holly Springs, Georgia
13. A Stormwater Facility Maintenance Agreement between Taylor Morrison or Georgia, LLC and the City of Holly Springs, Georgia
14. A Stormwater Facility Maintenance Agreement between JR Holly Springs LLC and the City of Holly Springs, Georgia
15. A Stormwater Facility Maintenance Agreement between FSGA Holly Commons, LLC and the City of Holly Springs, Georgia
16. A Stormwater Facility Maintenance Agreement between DD HSP, LLC and the City of Holly Springs, Georgia
17. A Stormwater Facility Maintenance Agreement between Bright-Meyers-Sasser Storage II, LLC and the City of Holly Springs, Georgia

18. A Stormwater Facility Maintenance Agreement between Wilsons Classic Homes, LLC and the City of Holly Springs, Georgia

19. A Stormwater Facility Maintenance Agreement between Meritage Homes of Georgia and the City of Holly Springs, Georgia

V. UNFINISHED BUSINESS

20. Approve/deny MA-02-2021, rezoning of 4.701 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26 from PDR, Planned Development Residential, to GC, General Commercial

21. Approve/deny CUP-01-2021, a conditional use permit for a Multi-Tenant Building for property located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26

22. Approve/deny an Intergovernmental Agreement for Implementation of Service Delivery Strategy among Cherokee County, Georgia and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock

VI. NEW BUSINESS

VII. REPORTS

X. ADJOURNMENT



COUNCIL AGENDA REPORT

FROM: Robert H. Logan, City Manager

CC: City Clerk
Public Information

SUBJECT: Service Delivery Strategy

DATE: May 14, 2021

COUNCIL MEETING DATE: May 17, 2021

REPORT-IN-BRIEF

Below is an email received by City Manager Robert H. Logan on Friday, May 14, 2021 from Geoff Morton, Community Development Agency Director for Cherokee County.

DISCUSSION

Good afternoon!

Please find the County's finalized version of the SDS IGA that incorporates comments that were received on May 7. We have generally accepted all of your changes in the attached final draft and highlight any modifications below. In general, the modifications reflect the County's efforts to simplify this IGA by relying upon the applicable statutes.

Section 3 – The sentence: “Any new services provided by the County or one or more of the Cities will require an amendment to this Agreement and the Service Delivery Strategy” is being replaced with: “Any new service provided by the County or one or more of the Cities will be identified and addressed as provided for in O.C.G.A. §36-70-28.” The reason being is that we are recognizing that the state statute controls the amendment process.

Section 7 – The sentence: “In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all fees, costs and expenses of appeals” is being replaced with: “In the event that any suit or action is instituted to enforce any provision in this Agreement, the payment of attorney's fees shall be determined by a court of law pursuant to the applicable statutes, including without limitation, O.C.G.A. § 9-15-14.” The reason being is that we are again recognizing that the state statute controls the process.

Section 8 – The paragraph is being revised to read as follows: “The County shall fund a transportation study of the Old Highway 5 corridor, including a traffic signal timing study, widening plan and pedestrian trail system parallel to the roadway for an amount not to exceed \$150,000. The County does not commit to paying any share of the actual engineering, right-of-way, or construction costs for projects

identified in the study. In addition, the County does not agree to assume pavement maintenance responsibilities associated with Old Hwy. 5. Nevertheless, the County agrees to include projects identified in the transportation study of the Old Highway 5 corridor in the 2021 Comprehensive Transportation Plan (CTP) and to work with each applicable City in good faith to discuss including the projects identified within the Old Highway 5 corridor for joint funding in the 2024-2030 SPLOST program.”

Section 10 – The paragraph is being revised as follows: “This Agreement shall remain in place through July 1, 2028, which is the deadline to submit a decennial SDS agreement to the Georgia Department of Community Affairs pursuant to the Official Code of Georgia Annotated (OCGA) §36-70-20, or until it becomes necessary to update or revise the SDS Agreement pursuant to O.C.G.A. § 36-70-20. The term of this Agreement shall be extended to coincide with the date of any SDS extension agreed to by the parties.” The reason being is that the SDS statute governs the termination.

We look forward to further discussion and possible resolution of the SDS.

I hope you all have a great weekend!

ATTACHMENTS

Intergovernmental Agreement for Implementation of Service Delivery Strategy

**INTERGOVERNMENTAL AGREEMENT FOR
IMPLEMENTATION OF SERVICE DELIVERY STRATEGY**

This Intergovernmental Agreement for the Implementation of the Service Delivery Strategy (the “Agreement”) entered into this the ____ day of _____, 2021 (the “Effective Date”), by and between **Cherokee County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter, the “County”), and **Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock**, municipalities acting by and through their Mayor and Council (hereinafter, collectively the “Cities”).

WITNESSETH

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the intent of the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, is to provide a flexible framework within which local governments in each county can develop a service delivery system that is both efficient and responsive to citizens in their county;

WHEREAS, O.C.G.A. § 36-70-24 (3) provides that the cost of any service that a county provides primarily for the benefit of the unincorporated area of the county, as well as the unincorporated area’s portion of any jointly funded county-wide service, shall be borne by the unincorporated residents, individuals, and property owners that receive the service and that the funding for such services shall be derived from special service districts or through such other mechanisms agreed upon by the county and the affected municipalities;

WHEREAS, the Parties have been in disagreement with respect to which services are provided by the County primarily for the benefit of the unincorporated area, what the costs of such services are, and what revenues may be used to fund such services within the meaning of O.C.G.A. § 36-70-24 (3);

WHEREAS, in order to best serve the interest of the citizens in each of their respective jurisdictions, the Parties now desire to compromise and settle their Service Delivery dispute by entering into this Agreement;

WHEREAS, as part of a global Service Delivery compromise, the Parties desire to enter into this Agreement in order to identify the County services that will be recognized as services provided primarily for the benefit of the unincorporated area and to identify the costs and revenues associated therewith, to establish an annual financial reporting mechanism, whereby the Cities will be able to confirm that the unincorporated and jointly funded services are funded appropriately and consistent with the Service Delivery Strategy Agreement between the Parties, and to identify

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

a liaison for intergovernmental relations in order to ensure effective and responsive communications between the County and each of the Cities; and

WHEREAS, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the Cities hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions and complies fully with the requirements of the Service Delivery Act, and in particular, O.C.G.A. § 36-70-24 (3).

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree to compromise and settle the ongoing Service Delivery dispute under the following terms:

1. Identification of Unincorporated Area Expenses. The Parties agree that the following local government service categories (the “Unincorporated Services”) constitute the County’s unincorporated and jointly-funded services within the meaning of O.C.G.A. § 36-70-24 (3)(A):

- Building Inspections;
- Code Enforcement;
- Conservation Administration;
- Forest Resources Conservation;
- GIS;
- Planning and Land Use;
- Recycling;
- RRDA;
- Stormwater;
- Development Services Center;
- Engineering;
- Animal Control;
- Magistrate Court;
- Rental Property Expense; and
- Blalock Road Landfill.

2. Identification of Unincorporated Area Revenues. The Parties agree that the following revenues collected by the County exclusively within the unincorporated area of the County (the “Unincorporated Revenues”) may be properly used by the County to fund the local government service categories identified in Section 1, and that the use of such revenues for this purpose complies with the requirements of O.C.G.A. §§ 36-70-24 (3)(B) and 33-8-8.3:

- Insurance Premium Taxes;
- Alcohol Licenses Fees;
- Refuse Collection Charges;
- Building Permit & Inspection Fees;
- Planning and Development Fees;
- Cable Franchise Fees;

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Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

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- Alcohol Excise Tax - Beer/Wine;
- Business and Occupation Tax;
- Certificate of Occupancy Fee;
- Forest Land Protection Grant;
- New Alcohol Beverage License Fees;
- Newly Issued Business License;
- NPDES Fees;
- Soil Erosion Plan Review Fees;
- Railroad Equipment Tax;
- Magistrate Court Fines & Fees; and
- Any and all taxes, fees, or assessments that the County may assess in the future when such taxes, fees, or assessments are collected by the County exclusively within the unincorporated area of the County or collected exclusively from unincorporated area taxpayers or residents.

3. County-Wide Services and Revenues. The Parties agree that the list of services and expenses provided in Section 1 of this Agreement constitute the complete list of local government services and expenses that are either provided by the County primarily for the benefit of the unincorporated area and/or jointly-funded services within the meaning of O.C.G.A. § 36-70-24 (3)(A). The Parties agree that all other services currently provided and/or funded by the County, including, but not limited to, road construction and maintenance, parks and recreation, etc., are provided by the County primarily for the benefit of all County residents and property owners (“County-Wide Services”). Any new service provided by the County or one or more of the Cities will be identified and addressed as provided for in O.C.G.A. §36-70-28. The Parties agree further that the Service Delivery Act does not regulate or restrict the funding mechanisms available to the County for the provision of County-Wide Services and, therefore, that the County shall not be restricted in its funding of County-Wide Services.

4. Adoption of Service Delivery Strategy. The Parties shall expeditiously adopt a Service Delivery Strategy Agreement consistent with the terms of this Agreement, which shall include all necessary forms required by the Georgia Department of Community Affairs, and to take any and all steps necessary to approve and then transmit the Service Delivery Strategy Agreement to the Georgia Department of Community Affairs. In the event that the Parties fail to approve and adopt the necessary Department of Community Affairs forms to update the Service Delivery Strategy consistent with the terms of this Agreement within 45 days of the Effective Date of this Agreement, this Agreement shall become null and void.

5. Service Delivery Financial Reporting. The County shall subdivide its General Fund into separate County-Wide and Unincorporated Area sub-funds to verifiably separate Revenues and Expenses as identified in this agreement. At least annually, the County shall provide Service Delivery Strategy financial reports (“SDS Reports”) to the Cities in substantially the same format as the SDS Report attached hereto as Exhibit “A”. At a minimum, the SDS Reports shall identify the budgeted and actual cost of Unincorporated Services and the budgeted and actual total amount of Unincorporated Revenues collected in each fiscal year, beginning with fiscal year 2021. The

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

SDS Reports shall be delivered either electronically or by mail to the City Manager for each of the Cities. Upon request, the County shall make its Chief Financial Officer available to meet with City officials or representatives to address the SDS Reports and to answer questions from the Cities concerning the SDS Reports.

6. Millage Rate Setting. Upon reasonable notice provided by the Cities, the County agrees to meet with the Cities at their request prior to the setting of the County's annual millage rates to address any concerns or questions that may arise. It is the County's express intent and stated goal to ensure that there will be a single County M&O millage rate for both unincorporated and municipal residents.

7. Litigation Expenses. Beginning on the Effective Date of this Agreement, if the County initiates any new lawsuit against one or more of the Cities, the County shall fund its own litigation expenses exclusively from the Unincorporated Area Revenues as defined in Section 2 of this Agreement. In the event that any suit or action is instituted to enforce any provision in this Agreement, the payment of attorney's fees shall be determined by a court of law pursuant to the applicable statutes, including without limitation, O.C.G.A. § 9-15-14.

8. Old Highway 5 Study. The County shall fund a transportation study of the Old Highway 5 corridor, including a traffic signal timing study, widening plan and pedestrian trail system parallel to the roadway for an amount not to exceed \$150,000. The County does not commit to paying any share of the actual engineering, right-of-way, or construction costs for projects identified in the study. In addition, the County does not agree to assume pavement maintenance responsibilities associated with Old Hwy. 5. Nevertheless, the County agrees to include projects identified in the transportation study of the Old Highway 5 corridor in the 2021 Comprehensive Transportation Plan (CTP) and to work with each applicable City in good faith to discuss including the projects identified within the Old Highway 5 corridor for joint funding in the 2024-2030 SPLOST program.

9. Intergovernmental Liaison. The County shall designate an employee to serve as a liaison between the County and the Cities for the purposes of coordinating intergovernmental relations and activities affecting the County and the Cities including, but not limited to, intergovernmental agreements, annexations, growth boundary agreements and development, and service delivery strategies.

10. Term. This Agreement shall remain in place through July 1, 2028, which is the deadline to submit a decennial SDS agreement to the Georgia Department of Community Affairs pursuant to the Official Code of Georgia Annotated (OCGA) §36-70-20, or until it becomes necessary to update or revise the SDS Agreement pursuant to O.C.G.A. § 36-70-20. The term of this Agreement shall be extended to coincide with the date of any SDS extension agreed to by the parties.

11. Survival. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

12. No Waiver. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

13. No Adverse Construction. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.

14. Non-Assignment. No party hereto may assign any function or obligation undertaken by such party with respect to the functions and obligations required by this Agreement without the written approval of the other parties.

15. No Admission. This Agreement represents the compromise of a Service Delivery Strategy dispute among the Parties concerning which services are provided by the County primarily for the benefit of the unincorporated area, what the costs of such services are, and what revenues may be used to fund such services within the meaning of O.C.G.A. § 36-70-24 (3), and it is not an admission with respect to such matters on behalf of any Party. Neither the existence of this Agreement, nor the terms thereof shall be cited, used, construed, or interpreted as an admission with respect to such matters by any Party.

16. No Evidence. This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement.

17. Final Agreement. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are superseded by it. This Agreement shall be binding upon the parties and their successor and assigns for the full term of the Agreement.

18. Governing Law and Forum. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Cherokee County subject to further decisions as may be made by the appellate courts of the State of Georgia.

19. Signatures Authorized. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.

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20. Counterparts. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

[Signature pages to follow]

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

APPROVED by the Cherokee County Board of Commissioners this ____ day of _____, 2021.

CHEROKEE COUNTY, GEORGIA

Harry Johnston, Chairman

ATTEST:

Christy Black, County Clerk

APPROVED by the City of Ball Ground this ____ day of _____, 2021.

CITY OF BALL GROUND, GEORGIA

Rick Roberts, Mayor

ATTEST:

Karen Jordan, City Clerk

APPROVED by the City of Canton this ____ day of _____, 2021.

CITY OF CANTON, GEORGIA

Bill Grant, Mayor

ATTEST:

Annie Fortner, City Clerk

APPROVED by the City of Holly Springs this ____ day of _____, 2021.

CITY OF HOLLY SPRINGS, GEORGIA

Steven Miller, Mayor

ATTEST:

Karen Norred, City Clerk

APPROVED by the City of Mountain Park this ____ day of _____, 2021.

CITY OF MOUNTAIN PARK, GEORGIA

Jim Still, Jr., Mayor

ATTEST:

Karen Segars, City Clerk

APPROVED by the City of Nelson this ____ day of _____, 2021.

CITY OF NELSON, GEORGIA

Sylvia Green, Mayor

ATTEST:

Kelsey Riehl, City Clerk

APPROVED by the City of Waleska this ____ day of _____, 2021.

CITY OF WALESKA, GEORGIA

Mary Helen Lamb, Mayor

ATTEST:

Robyn Smith, City Clerk

APPROVED by the City of Woodstock this ____ day of _____, 2021.

CITY OF WOODSTOCK, GEORGIA

Donald P. Henriques, Mayor

ATTEST:

Rhonda L. Pezzello, City Clerk

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS TO ACCEPT GRANT FUNDING FROM THE AMERICAN RESCUE PLAN ACT ADMINISTERED BY THE GOVERNOR'S OFFICE OF PLANNING AND BUDGET; AND AUTHORIZING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' PARTICIPATION IN THE GRANT FUNDING FROM THE AMERICAN RESCUE PLAN ACT

WHEREAS, the American Rescue Plan Act (ARP; P.L. 117-2) was signed into law on March 11, 2021; and

WHEREAS, it is the sixth COVID-19 relief bill enacted and provides approximately \$1.9 trillion in assistance; and

WHEREAS, it includes fiscal relief funding for state and local governments, education, housing, food assistance, and additional grant programs; and

WHEREAS, the Governor's Office of Planning and Budget (OPB) is the prime recipient of the State and Local Fiscal Relief, Capital Investment Projects, and Emergency Rental Assistance Program; and

WHEREAS, in accordance with section 603(g)(5) of the Social Security Act, as added by the American Rescue Plan Act, the State of Georgia is required to distribute funds to non-entitlement cities, which is defined as generally local governments with populations of less than 50,000; and

WHEREAS, the Mayor and City Council authorize the City Manager and/or the Finance Director to act in all matters in connection with the grant funding from the American Rescue Plan Act administered by the Governor's Office of Planning and Budget;

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOLLY SPRINGS, GEORGIA, that

1. The City of Holly Springs is hereby accepting grant funding from the American Rescue Plan Act administered by the Governor's Office of Planning and Budget.
2. The Mayor and City Council authorize the City Manager and/or the Finance Director to act in all matters in connection with the American Rescue Plan Act administered by the Governor's Office of Planning and Budget.
3. The City of Holly Springs' officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 17th day of May 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

FIFTH AMENDMENT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT CONTRACT

THIS AGREEMENT is entered into as of this 1st day of March 2021, by and between City of Holly Springs of Holly Springs, Georgia (hereinafter referred to as the "Contractor") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2017, in which the Contractor agreed to perform certain services for ARC and ARC agreed to compensate the Contractor for the performance of such services, all as more fully set forth in said contract; and

WHEREAS, the parties have previously amended said contract as of 06/29/18; and 03/01/19; and 06/29/19; and 06/29/20;

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

WHEREAS, the Workforce Investment Act was reauthorized by the United States Congress through the passage of the Workforce Innovation and Opportunity Act on July 22, 2014 resulting in changes in nomenclature.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages A-1, F-1 through F-4, dated 07/01/20, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages A-1, F-1 through F-4, dated 03/01/21, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Contractor and ARC have hereunto agreed effective as of the date first above written.

ATTEST:

CITY OF HOLLY SPRINGS

By: _____

Title: _____

ARC Contract
Number WD1814.5

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

By: _____
Chairman

CONTRACT GENERAL OVERVIEW

- I. **General:** The work to be accomplished by the Contractor is in support of the following ARC Subelements:

ARC Cost Center	Cost Center Title	FAIN Number
804CB	PY17 WIOA Out of School Youth Program	AA-30743-17-55-A-13
904CB	PY18 WIOA Out of School Youth Program	AA-32361-18-55-A-13
004CB	PY19 WIOA Out of School Youth Program	AA-33224-19-55-A-13
104CB	PY20 WIOA Out of School Youth Program	AA-34763-20-55-A-13
004CJ	PY19 WIOA Out of School Youth Program	AA-33224-19-55-A-13

- II. **Area Covered:** The Contractor shall perform all the necessary services provided under this Contract within the WorkSource Atlanta Regional Area (also known as Local Workforce Development Area 07), which is comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Exhibits, or under direction by ARWDB staff.
- III. **Work and Services:** The Contractor shall do, perform and carry out in a satisfactory and proper manner as determined by ARC the following work and services:

A. **General Provisions**

The Contractor shall perform all work and services in a manner consistent with Georgia's Workforce Innovation and Opportunity Act Plan; Federal Workforce Innovation and Opportunity Act as revised or amended; Federal Final Regulations (20 CFR Part 652 and Parts 660 through 671) for the LWDA; and, any relevant ARC instructions or formal communications.

B. **Specific Provisions**

The Contractor shall do, perform and carry out the work and/or services described in Exhibits listed in the Table of Contents, attached hereto and made a part hereof.

Compensation and Method of Payment

I. Compensation Information

- A. Compensation: In no event will the total compensation and/or reimbursement, if any, to be paid to the contractor under this contract exceed the sum of **\$673,053**. Contractor's invoices for payment will detail charges to be applied to each ARC funding source. In no event will charges applied to each funding source exceed the maximum amounts per funding source or be used before or after the start and ending dates for each funding source, as listed and detailed on page E-4 and attached hereto and made a part of this contract.
- B. Authorized Expenditures: The amount of total compensation and/or reimbursement referred to in paragraph IA above, **\$673,053**, represents full funding of this contract, and is contingent upon such amount being made available to ARC by the Technical College System of Georgia – Workforce Development in the form of grant contract. At the time of execution of this contract, full funding may not be available. Therefore, the contractor is authorized to incur cost and seek reimbursement only up to a maximum total of **\$673,053**, as shown on page F-4:

Increases in authorized expenditures may be made up to the full funding amount. Any such authorizations shall be in writing and made between the parties hereto.

II. Method of Payment:

- A. The Contractor shall be entitled to receive payments on the following basis. As of the last day of each month during the existence of this contract, the Contractor shall submit to ARC an invoice requesting payment for all appropriate work and services completed during that month. The invoice shall also contain completed, signed and approved staff time sheets. The form of such invoice shall be determined by ARC.

Upon the basis of its audit, review, and approval of such invoice, and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract ARC will, based on the invoice(s) described above, make payments to the Contractor, but not more often than once a month, unless otherwise approved by ARC. Invoices shall be numbered consecutively and submitted each month until the project is completed.

Contractor's monthly invoices are to be received by ARC no later than the 10th day of the month following the reporting period. Invoices received after the 10th day of the month may not be processed for payment until the 5th day of the following month. Invoices received on time, without error and within budget shall be processed within 30 days from ARC's receipt of the invoice. ARC may,

at its discretion, disallow payment of all or part of an invoice not in conformance with any of the terms of this contract, as determined by ARC.

ARC will not be responsible for payments delayed due to, but not limited to, acts of nature, power outages, etc. ARC will make every attempt to process payments as soon as possible after such situations are resolved.

While ARC highly recommends that the contractor maintain its expenditures within its approved budget and budget line items, ARC does recognize that budgets are estimates and may be subject to change. As a result, ARC shall take into consideration any requests for budget modifications. Approval of such modifications, both cost and no-cost modifications, shall be determined by final approval of ARC and, if necessary, Technical College System of Georgia – Workforce Division.

All approved budget modification requests that change the overall budget (increase or decrease), must be amended to the contract.

The Contractor may be notified by ARC, in writing, on any decision by ARC to make no-cost modifications to the Contractor's budget made by ARC.

ARC will not permit any budget modifications that would cause funding to be used for any other purposes other than those consistent with the original purpose for which this budget was approved, unless otherwise approved by ARC. ARC does reserve the right to approve and disapprove requests that may be allowable, but not required by Federal, State, local and ARC laws and policies.

- B. Final Payment: Upon the completion of all work and services under this contract and the submittal of a final invoice, ARC shall pay all compensation due to the Contractor, less the total of all previous payments made.

Contractor's final closeout invoice must be received by ARC no later than 15 calendar days after the project completion date specified in Paragraph 3 of the contract. Any cost or obligations not claimed on the closeout invoices shall be deemed to be waived and the limit of ARC's liability shall be reduced accordingly without any further notice to Contractor. ARC may, at its discretion, disallow payment of all or part of a final invoice not in conformance with any of the terms of this contract, as determined by ARC.

No advances shall be made under this contract

- C. Payment Cycle: Payments from ARC are on a “net 30 day” basis, subject to availability of appropriate funding, and as described in Paragraph (II)(A) Method of Payment on page F-1 and F-2.

- III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the amount specified on page F-1, Paragraph (I)(A), and that the Contractor expressly agrees that

they shall do, perform, and carry out in satisfactory and proper manner, as determined by ARC, all of the work and services described in Exhibits A through D of this contract.

- IV. Other Requirements: In the case of a cost-reimbursable contract, in addition to the requirements in the main body of the Contract concerning "Requirements of Concerned Funding Agency," Contractor agrees to comply with and shall be bound by the applicable terms and conditions of all State and Federal laws or regulations governing and defining allowable costs and associated procurement standards, including, but not limited to, U.S. Office of Management and Budget 2 CFR Part 200, Uniform Guidance (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), or 29 CFR Part 97, as appropriate. All such documents are available for inspection in the offices of ARC and are hereby made a part of this contract as fully as if the same were attached hereto.

The Contractor further agrees that, if costs incurred by the Contractor are not in conformity with the above requirements and are subsequently disallowed as a result of a review or an audit either pursuant to paragraph concerning "Audits" in the main body of the contract, by ARC, the Concerned Funding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the Contractor shall promptly reimburse ARC in full for such disallowed costs.

- V. Financial Management System: The Contractor certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 29 CFR Part 97, or 2 CFR Part 200, as appropriate.
- VI. CFDA: 17.259

Cost Reimbursement Budget

I. GENERAL INFORMATIONContractor Name: **City of Holly Springs/Cherokee FOCUS**Contract Number: **WD1814.5**Contract Period: **July 1, 2017 - June 30, 2021**Maximum Funds Available: **\$ 673,053**

<i>Funding Period Beginning</i>	<i>7/1/2017</i>	<i>7/1/2018</i>	<i>7/1/2018</i>	<i>7/1/2020</i>	<i>3/1/2021</i>		
<i>Funding Period Ending</i>	<i>6/30/2019</i>	<i>6/30/2019</i>	<i>6/30/2021</i>	<i>6/30/2021</i>	<i>6/30/2021</i>		
II. BUDGET CATEGORIES	Youth Out of School 804CB	Youth Out of School 904CB	Youth Out of School 004CB*	Youth Out of School 104CB	Youth Out of School 004CJ		Total
A. General Youth Services							
1. Personnel Salaries	106,093	72,293	49,152	24,889	10,944		263,371
2. Personnel Benefits	8,154	6,876		2,115	680		17,825
3. Operations				949	1,926		2,875
4. Facilities				1,293	2,627		3,920
5. Participant Activities/Support		325	73,728	4,600			78,653
6. Other	28,100	54,050		58,954	10,226		151,330
Total General Youth Services	142,347	133,544	122,880	92,800	26,403		517,974
B. Work Experience							
1. Personnel Salaries	33,520		18,276	4,280			56,076
2. Personnel Benefits	1,225		441	374			2,040
3. Operations							-
4. Facilities							-
5. Participant Activities/Support	51,916		37,939	2,108			91,963
6. Other			788	4,212			5,000
Total Work Experience	86,661	-	57,444	10,974	-		155,079
Total	229,008	133,544	180,324	103,774	26,403		673,053

* Available funding from 004CB from 7/1/2020-6/30/2021 is \$10,000 in Work Experience Participant Activities Only.

* Additional funding for 004CB from 3/1/2021-6/30/2021 is \$8,355 in Work Experience Participant Activities & \$6,499 in Non-Participant Costs.

770 Dobbs Road
Woodstock, GA 30188
770-926-0755
FAX # 678-445-0203

Date	Invoice #
2/10/2021	17492

Bill To
City of Holly Springs Attn: Ron Carter 3237 Holly Springs Parkway Holly Springs, GA 30115

P.O. No.	Terms	Project
	50 % Dep./Bal. Du...	

Quantity	Description	Rate	Amount
1	For: Monument Sign for Holly Springs Single-Sided Monument Sign Wall with planter including: - original design/art time for conceptual drawings and revisions - specific font letter style requested by City of Holly Springs - column caps and center section architectural trim detail - cast aluminum plaque (46.5" diameter painted with specific city colors) for "City of Holly Springs", one set of cast aluminum 8" letters (painted gloss black) "Welcome To" - 15.18" cast aluminum letters "Holly Springs" (painted gloss black) -special order of font per City of Holly Springs Patterns for plaque and all letters, and labor for on-site Installation 50% Deposit / Balance Due Upon Completion CHECK PRICING Accepted by _____, Date _____ NOTE: Pricing is valid for 30 days. Exemption	14,032.00 5,822.00 1,105.00 0.00	14,032.00 5,822.00 1,105.00 0.00

Thank you for your business.

Total	\$20,959.00
Payments/Credits	\$0.00
Balance Due	\$20,959.00



2021-2022 Classic Main Street MOU

Memorandum of Understanding

5/3/2021

This document should be signed by all local parties
(ACR, Board Chair, and Main Street Program Manager)
by **July 1, 2021**

Please email Elizabeth.Elliott@dca.ga.gov with any questions.



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2021 -2022 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Holly Springs, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for the stated term. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the use of the name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational structure/placement of the program or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 10 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. All current Board Members, must be Main Street 101 certified through DCA's online testing system. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
 - B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events.

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- C. Respond to requests by DCA in a timely manner.
- 3. Take advantage of the Georgia Main Street network of professional downtown managers.
- 4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
- 5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
- 6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

- 1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
- 2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
- 3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
- 4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
- 5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
- 6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
- 7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
- 8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
- 9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

- 1. This agreement shall be valid through June 30, 2022.
- 2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2021-2022 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

####

**GEORGIA CLASSIC MAIN STREET PROGRAM MEMORANDUM
OF UNDERSTANDING: 2021-2022 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Holly Springs

Rob Logan

Rob Logan (May 4, 2021 14:12 EDT)

Authorized City Representative (ACR) Signature

05/04/2021

Date

Rob Logan

ACR Name Printed

City Manager

ACR Title

MAIN STREET BOARD OF DIRECTORS

Kevin Moore

Kevin Moore (May 3, 2021 15:27 EDT)

Board Chair Signature

05/03/2021

Date

Kevin Moore

Board Chair Printed Name

12/31/2021

Date Term Expires

DOWNTOWN MANAGER

Erin Honea

Manager's Signature

05/04/2021

Date

Erin Honea

Manager Printed Name

03/17/2014

Date Hired



Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Jessica Reynolds

ODD Director's Signature

05/03/2021

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov



COUNCIL AGENDA REPORT

FROM: Ron Carter

CC: City Clerk
Public Information

SUBJECT: Data and Telephone Services Billing Provider Change.

DATE: 5/12/2021

COUNCIL MEETING DATE: 5/12/2021

RECOMMENDATION

Switch to Granite to provide billing for the City's data and telephone billing and customer service.

REPORT-IN-BRIEF

This is presented for switching our billing to Granite from Comcast in order to get better pricing, faster bandwidth (500MB to 1GB for City Hall and Public Safety, 75MB to 100MB for the Depot), and more responsive customer service.

DISCUSSION

None

CONCURRENCES

Finance and Administration

FISCAL IMPACT

-\$1,091.00+ Annually

ALTERNATIVES

Status quo

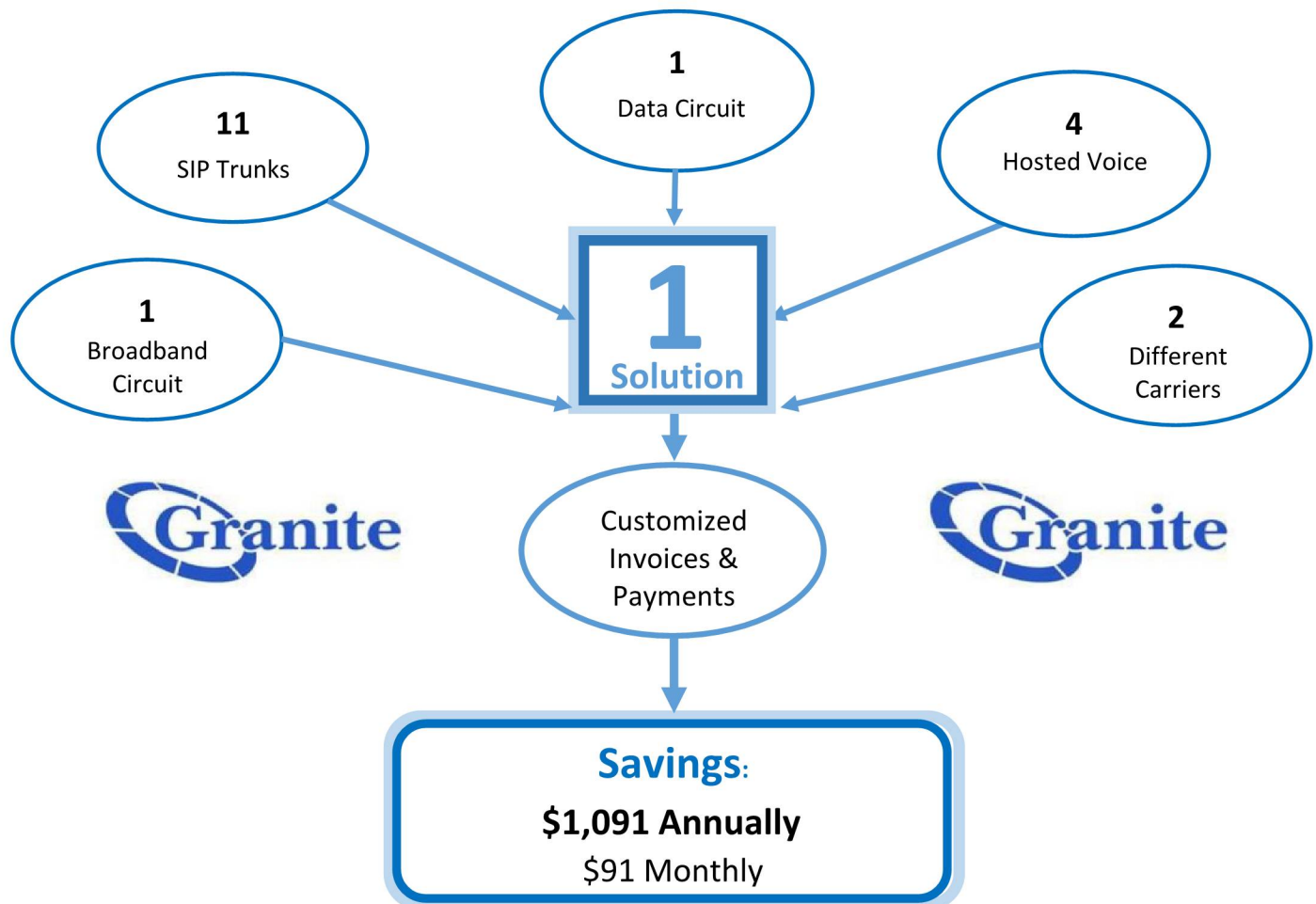
ATTACHMENTS

Company Information and Quote.



The Value in Partnering with Granite

Granite provides voice, data and other products and services to multi-site businesses and governmental agencies. Granite serves more than two-thirds of the *Fortune* 100 companies, servicing more than 1.75 million voice and data lines. Since 2002, Granite has helped customers simplify and manage local and long-distance phone services, with a single point of contact and one invoice for all locations throughout the United States and Canada. No longer just the industry leader for Plain Old Telephone Services (POTS), Granite provides a full range of advanced communications solutions, including Internet access, SD-WAN, wireless WAN, hosted PBX, SIP trunking, mobile voice and data, mobile device management, managed security and network integration – all in a single, seamless solution.



- ◆ **1 National Account Manager**
- ◆ **1 Customized bill with standard accounting software integration**
- ◆ **1 Customer portal with extensive data analytics**
- ◆ **1 Premier Support Team to manage your account 24x7x365**





Your Customized Solution

Services Consolidated:

Services	Consolidated Units		Current Monthly Cost	Granite Monthly Total	Monthly Savings	Annual Savings	Savings %
	#	%					
Broadband	1	100%	\$133	\$133	\$0	\$5	0%
ADS	16	100%	\$1,642	\$1,552	\$91	\$1,087	6%
Total	17	100%	\$1,776	\$1,685	\$91	\$1,091	5%





Path to Partnership

City of Holly Springs

Broadband Quote Summary

Prepared on: 4/23/2021

Expires on: 07/26/2021

Quote Request - 29428

Location	Current Service	Granite Product	Term	Install NRC	Current Rate	Granite Rate	Savings
164 Hickory Rd	Business Internet 75	Comcast 100Mbps 15Mbps	3 Year	\$0.00	\$149.95	\$102.99	\$46.96
164 Hickory Rd	Discount - Internet	--	3 Year	\$0.00	(\$60.00)	\$0.00	(\$60.00)
164 Hickory Rd	Block of IP's - 5	Comcast Block of IPs 5	3 Year	\$0.00	\$24.95	\$19.99	\$4.96
164 Hickory Rd	Equipment	Equipment	3 Year	\$0.00	\$18.45	\$9.99	\$8.46
164 Hickory Rd	Internet Access Recovery	Internet Access Recovery	3 Year	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total			3 Year	\$0.00	\$133.35	\$132.97	\$0.38
Total Savings %						0%	

An additional charge of \$14.99 will apply for a single static IP. An equipment charge of \$12.99 will apply per circuit.

This is an estimate. Pricing is subject to change and is intended to be used for analysis purposes only.

The speeds and related pricing are subject to (a) final qualification by each specific carrier(s)/provider(s) and

(b) availability of carrier/provider facilities and capabilities. All speeds may not be available at all locations.

Install fees are automatically waived with no special pricing on a 3 year term.

◆ Complete Coverage

◆ One Source, One Bill

◆ Support 24/7



Granitenet.com



866.847.1500



Path to Partnership

City of Holly Springs

Quote Request Summary

Prepared on: 4/23/2021

Expires on: 07/26/2021

Quote Request - 29428

Location	Service	Current Amount	Granite Amount	Savings	Term
3235 Holly Springs Pkwy	DIA - 1 Gbps	\$1,065.00	\$1,240.00	-\$175.00	3 Year
3235 Holly Springs Pkwy	Carrier Surcharge Recovery	\$0.00	\$89.90	-\$89.90	3 Year
3235 Holly Springs Pkwy	Equipment	\$30.00	\$0.00	\$30.00	3 Year
3235 Holly Springs Pkwy	Advanced Monitoring	\$45.00	\$30.00	\$15.00	3 Year
3235 Holly Springs Pkwy	SIP Trunk	\$369.05	\$87.89	\$281.16	3 Year
3235 Holly Springs Pkwy	NAC - SIP	\$5.00	\$11.00	-\$6.00	3 Year
3235 Holly Springs Pkwy	DID - Hosted	\$0.00	\$5.00	-\$5.00	3 Year
3235 Holly Springs Pkwy	Block of LD	\$0.00	\$44.00	-\$44.00	3 Year
3235 Holly Springs Pkwy	Emulated POTS	\$104.80	\$39.96	\$64.84	3 Year
3235 Holly Springs Pkwy	Equipment - Voice	\$18.45	\$0.00	\$18.45	3 Year
3235 Holly Springs Pkwy	Network Access Charge	\$3.00	\$4.00	-\$1.00	3 Year
3235 Holly Springs Pkwy	Directory Listing Management Fee	\$2.00	\$0.00	\$2.00	3 Year
Grand Total		\$1,642.30	\$1,551.75	\$90.55	

An additional charge of \$14.99 will apply for a single static IP. An equipment charge of \$12.99 will apply per circuit.

This is an estimate. Pricing is subject to change and is intended to be used for analysis purposes only.

The speeds and related pricing are subject to (a) final qualification by each specific carrier(s)/provider(s) and

(b) availability of carrier/provider facilities and capabilities. All speeds may not be available at all locations.

Install fees are automatically waived with no special pricing on a 3 year term.





Path to Partnership

City of Holly Springs

Network Integration Products

Monthly Payment Option

Service	NRC	1 Year	2 Year	3 Year
Site Survey	\$199.00	\$18.42	\$10.11	\$7.38
Predictive Heat Mapping (up to 10k Sq Ft)	\$349.00	\$32.30	\$17.73	\$12.93
Installation of a Broadband or DIA circuit, a Router, Managed Service, Cradlepoint &/or Switch	\$199.00	\$18.42	\$10.11	\$7.38
Hosted Voice Installation (Analog Handoff)	\$199.00	\$18.42	\$10.11	\$7.38
Hosted PBX Installation (up to 4 phones)	\$298.00	\$27.58	\$15.14	\$11.04
Hosted PBX Installation - Additional phone	\$25.00	\$2.31	\$1.27	\$0.93
ADS Diagnostic Dispatch - hourly rate	\$125.00	\$11.57	\$6.35	\$4.63
Test & Tone - hourly rate	\$99.00	\$9.16	\$5.03	\$3.67
Additional Hour for On-site Data Technician	\$125.00	\$11.57	\$6.35	\$4.63
Single Cat 5e Plenum Cable Drop	\$299.00	\$27.67	\$15.19	\$11.08
Single Cat 6 Plenum Cable Drop	\$325.00	\$30.08	\$16.51	\$12.05
Dmarc Cat 5e Plenum Cable Drop	\$325.00	\$30.08	\$16.51	\$12.05
Warehouse Cat 5e Plenum Cable Drop	\$449.00	\$41.55	\$22.81	\$16.64
WAN Wireless Antenna Install Short	\$50.00	\$4.63	\$2.54	\$1.85
WAN Wireless Antenna Install Long	\$100.00	\$9.25	\$5.08	\$3.71
PRI Installation	\$199.00	\$18.42	\$10.11	\$7.38
Managed Wi-Fi Installation	\$199.00	\$18.42	\$10.11	\$7.38
Additional WAP Installation	\$49.00	\$4.53	\$2.49	\$1.82
Managed Wi-Fi Peripherals Installation	\$49.00	\$4.53	\$2.49	\$1.82
MPOE Extension - After Site Survey				
***Travel / Dispatch	\$65.00	\$6.02	\$3.30	\$2.41



Path to Partnership

City of Holly Springs

Granite Guardian Services

Access Remediation Options

Keep your business safe and productive using optimal network bandwidth and access to your services using Granite's web-based monitoring tool, notifying you in a timely manner and addressing any issues directly to your service provider.

Proactive Ticketing - Access \$10 per Month Min 1 Year Term

24x7 Monitoring and Remediation Service that can be added to any Broadband Circuit with a Public IP Address

Includes:

- 24/7 monitoring via ICMP ping to Static IP
- Automatic ticketing
- Remediation
- Trouble ticket reporting

Advanced Monitoring - Wireless Broadband/IoT Access \$20 per Month Min 2 Year Term

24x7 Monitoring and Remediation Service that can be added to any Cradlepoint or Digi Mobility Device

Includes:

- Proactive Ticketing +
- Portal with Granalytics and reporting

Advanced Monitoring - On-Net Access \$30 per Month Min 2 Year Term

24x7 Monitoring and Remediation Service that can be added to any DIA Circuit on Granite's Network

Includes:

- Proactive Ticketing +
- Portal with Granalytics and reporting

Advanced Monitoring - Off-Net Access \$35 per Month Min 2 Year Term

24x7 Monitoring and Remediation Service that can be added to a 1 Gbps or less DIA or Broadband Circuit that is not on Granite's Network

Includes:

- Proactive Ticketing +
- Portal with Granalytics and reporting
- 1 Gbps throughput network interface hardware provided by Granite



Sales Rep:

Order Date:

CUSTOMER INFORMATION

Government Entity Name ("Customer"): City of Holly Springs

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

Service Address (Street/Suite): See
Appendix A-1

Mailing/Billing Address (Street/Suite):

City:

State/Zip Code:

Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("**LOA**"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("**Granite**") to provide Services as set forth in **Appendix A**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Services Under this Agreement shall be for three (3) years. Customer can cancel services at any time given 30 (thirty) days written notice.

The Terms of Service set forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. ***The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.***

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By: _____ Print Name: _____ Title: _____

Date: _____

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).



Initialed by Authorized Signer

Appendix A

Services Selected

- ☐ Voice Services (POTs, Long Distance, Local and LD T1 and PRI) (See Note 1)
- ☐ Broadband Services
- ☐ MPLS and/or Dedicated Internet Access Services
- ☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- ☐ Mobility Services (Mobility Data and Mobility Voice)
- ☐ Granite Grid Services
- ☐ Conferencing Services (Audio Conferencing and Web Conferencing)
- ☐ Managed Services
- ☐ Monitoring Services
- ☐ Other Services (List): _____

Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

Appendix A-1

Service Locations and Specifics

(Insert Service Locations, quantities, and the Quote)



SERVICE AGREEMENT

PLANNED MAINTENANCE AGREEMENT

April 02, 2021

JEFF MEDLEY
Rogers Mechanical Contractors, Inc.

Office: 770-917-1795
Mobile: 470-758-1502



SERVICE AGREEMENT

By and Between

Company

Rogers Mechanical Contractors, Inc. and
(Herein after referred to as "Company")

Client

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115
(Herein after referred to as "Client")

Rogers Mechanical Contractors, Inc. will provide the enclosed service program at the following location(s):

City Hall	3237 Holly Springs Parkway Holly Springs, GA 30115
Hardin House	113 Palm Street Holly Springs, GA 30115
Depot Building	164 Hickory Road Holly Springs, GA 30115
Public Safety Building	3235 Holly Springs Parkway Holly Springs, GA 30115

Performance Objectives - Summary

The enclosed program is designed to meet the performance objectives of City of Holly Springs. These objectives are measured and verified to provide accountability for the services provided.

- Maximize Operational Reliability
- Maximize System Performance
- Extend Equipment Life Cycle
- Reduce Operating & Capital Expenses
- Maximize Energy Savings
- Improve Comfort Conditions
- Improve Indoor Air Quality

Scope of Services - Summary

Rogers Mechanical Contractors, Inc. has customized the enclosed based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience, Rogers Mechanical Contractors, Inc. has customized the following services to meet your objectives:

- Operational Assessment & Analysis
- Planned Maintenance Services
- Energy Services
- Management Support Services

SCOPE OF SERVICES

1. Operational Assessment & Analysis

The Agreement includes all travel and job site labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

Visual Inspections

Rogers Mechanical Contractors, Inc. shall provide a visual inspection of the system(s) and components included in the agreement. Typical inspections include the following:

- fan assemblies
- belts & sheaves
- motor mounts & vibration pads
- electrical connections & contactors
- heating & cooling coils
- filter media & racks
- sight glass condition
- bearings
- spray nozzles & pans
- igniter & flame assembly
- heat exchanger
- compressor sections
- condensing sections
- heating sections
- humidifiers & strainers
- seals & packing
- condensate drains & pans
- flame composition
- crankcase heaters

Physical Tests

Rogers Mechanical Contractors, Inc. shall provide for a physical check and/or test the system(s) and components included in the agreement. Typical checks and/or tests include the following:

- lubrication requirements
- oil sump, heaters & temperatures
- starter operations
- water flows
- alignment on couplings
- motor operating conditions
- suction & discharge pressures
- flow switch operations
- control interlocks
- flue stack assembly
- damper operations
- external interlocks
- motor voltage & amperage
- refrigerant charges
- system(s) Leaks
- oil & fluid levels
- pressure & temperatures
- outside air intakes
- refrigerant pump down

The Operational Assessment & Analysis activities are related to the equipment outlined on the Equipment Inventory list attached to this agreement unless otherwise documented by City of Holly Springs and Rogers Mechanical Contractors, Inc.

SCOPE OF SERVICES (CONTINUED)

2. Planned Maintenance Services

The Agreement includes all travel and job site labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services. These services are essential to ensure the system(s) operational efficiency, performance, conditions and extended equipment life.

Preventive Maintenance

Rogers Mechanical Contractors, Inc. shall perform the preventive maintenance on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacture's recommendations, as well as the operational considerations of the property and our own experience. Typical preventive maintenance activities include:

- Calibration safety, temperature, operating, humidity, pressure, economizer controls and equipment/component gauges
- Adjustment refrigerant charges (billable), purge systems, dampers, valves, un-loaders, belts fans rpm's, chemical feeds gas pressure regulators, combustion air ratios, set points igniter & flame assemblies
- Alignment open drive couplings, belt sheaves, pullies, coil fins and belt drives
- Vibration damper linkage, fan bearings, axial vane drive, pumps and motors (levels and straight-edge)
- Secure & Tighten motor terminals, control terminals, piping clamps, line fittings, mounting hardware, electrical connections, equipment panels and motor mounts
- Cleaning control devices, electrical contactors, condenser coils, fan blades & impellers, pilot & burner orifices, heat exchangers, igniters, chiller & boiler tubes, tower basins, sumps & floats, baffles & fill, nozzles & passages and equipment areas

The preventive maintenance activities are designed to maximize your system(s) efficiency, durability, reliability and safety.



SCOPE OF SERVICES (CONTINUED)

Predictive Maintenance

Rogers Mechanical Contractors, Inc. shall perform the predictive maintenance working in tandem with preventive maintenance to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

Air Filter Services

Rogers Mechanical Contractors, Inc. shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Refrigerant Management Services

Rogers Mechanical Contractors, Inc. shall provide for the refrigerant management requirements of the systems listed on the Equipment Inventory list. All documentation, tracking and certification of equipment and personnel shall comply with the applicable local, state and federal regulatory guidelines.

Building Automation Services

Rogers Mechanical Contractors, Inc. shall perform the temperature control services as described herein for the components of the Equipment Inventory list. All labor and materials required to calibrate, adjust, clean and maintain the unit control systems that are not considered components of the Building Automation System, are included.

These services ensure the proper and efficient operation of the system(s) being maintained. Rogers Mechanical Contractors, Inc. will also maintain the Building Automation System, if included in the Equipment Inventory list. Software updates are not included unless specified in Special Provisions.

SCOPE OF SERVICES (CONTINUED)

3. Management Support Services

Rogers Mechanical Contractors, Inc. will be responsible to administer, monitor and update all aspects of the services provided under this Agreement. A complete set of documentation will be implemented including computerized maintenance task schedules, inventory records, and all other documentation required for establishing operating trends and further corrective measures. Detailed Service and/or Maintenance Reports will be provided to City of Holly Springs upon request.

Customer Service Support

Rogers Mechanical Contractors, Inc. will assign a team of professionals to execute the services described herein. An account representative in cooperation with customer service representative(s) will ensure consistency in the delivery of your program and provide for effective lines of communication.

The account representative will be responsible for coordinating the resources necessary to implement and execute the program. The customer service representatives will be available 24/7 to schedule and respond to all of your service activities, from work-flow documentation to dispatching and coordination.

Technical Support

Rogers Mechanical Contractors, Inc. will assign a service manager with the technical experience and expertise to evaluate and implement the best solutions to meet the objectives of this program. The service manager will be your direct point of contact for the services described herein and will direct the personnel and resources required to ensure the effective and efficient delivery of the program.

Additionally, Rogers Mechanical Contractors, Inc. will complete skill-level tasking to assign primary and secondary technician(s) with the qualifications and certifications required to perform the services described herein.

Engineering Support

The Agreement includes the engineering support services to assist City of Holly Springs in the planning and development of greater energy sustainability, operational improvements, indoor air quality concerns, system(s) modification and capital budgeting. Rogers Mechanical Contractors, Inc. will make available additional engineering support associates, including but not limited to certified energy managers, design-build engineers and project managers.

Capital Planning & Budgeting

Rogers Mechanical Contractors, Inc. management and technical personnel shall provide consultative support throughout the lifecycle of the {{accountt.name}} mechanical systems and assist in the development of capital plans and budgets based on your operational and financial objectives.



AGREEMENT AUTHORIZATION

This agreement describes the rights and obligations of Rogers Mechanical Contractors, Inc. and City of Holly Springs and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Rogers Mechanical Contractors, Inc. which is not expressed herein.

This proposal is the proprietary property of Rogers Mechanical Contractors, Inc. and is provided for City of Holly Springs use only. Rogers Mechanical Contractors, Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by City of Holly Springs and approval by an authorized representative of Rogers Mechanical Contractors, Inc. as evidenced by their signatures.

In addition to the descriptions of the services provided, the following Agreement Attachments are included:

- Exhibit One: Equipment Inventory
- Exhibit Two: Air Filter Inventory
- Exhibit Three: Special Services and Provisions
- Exhibit Four: Agreement Terms and Conditions

TERM (choose one):

The initial term of this Agreement will commence on May 5, 2021 and shall continue through the anniversary date of May 4, 2022. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Planned Maintenance Agreement price is \$3,256 per year. This Agreement will be invoiced per quarter at \$814.00 per once the work has been completed.

Offered By:

Rogers Mechanical Contractors, Inc.

Accepted By:

Name: Jeff Medley

Title: Outside Maintenance Sales Rep

Date:

Signature

Accepted By:

City of Holly Springs

Accepted By:

Name:

Title:

Date:

Signature

EXHIBIT ONE

Equipment Inventory - City of Holly Springs

The responsibilities of the Company shall not be limited to the major components of the equipment listed, but shall include all appurtenant devices and systems that are related to the equipment (e.g. controls, sensors, compressors, pumps, fans, etc.)

Equipment Inventory - City Hall

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Size Ton/HP	Location
AH # 1	AHU - Air Handling Unit Master	Amana	AEP426016CB	3/4 HP	Attic
AH # 2	AHU - Air Handling Unit Master	Amana	AEPF426016CA	3/4 HP	Attic
AH # 3	AHU - Air Handling Unit Master	Mitsubishi	NTXWMT12A111AA	3/4 HP	Server Room
HP # 1	Heat Pump - Master	Amana	ASZ160481AD	4 TON	Outside
HP # 2	Heat Pump - Master	Mitsubishi	NYXSMT12A111AA	1 TON	Outside
HP # 3	Heat Pump - Master	Amana	ASZC160601BA	5 TON	Outside

Equipment Inventory - Hardin House

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Size Ton/HP	Location
Condenser 1	Condensing Unit - Master	Trane	TTA042C300AO	3.5 TON	Outside
Furnace 1	Furnace Unit	Trane	TUE1C100A9481AC	3/4 HP	Inside

Equipment Inventory - Depot Building

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Size Ton/HP	Location
Carrier Condenser 1	Condensing Unit - Master	Carrier	24ACC460A300	5 TON	Outside
Carrier Condenser 2	Condensing Unit - Master	Carrier	24ABB360A0032010	5 TON	Outside
Coil - Evap. 1	Coil - Evaporator	Bryant	CNPHP6024ALAAAAA	5 TON	Crawl Space
Coil - Evap. 2	Coil - Evaporator	Carrier	CNPHP6024ALAAAAA	5 TON	Crawl Space
Furnace 1	Gas Furnace	Bryant	350MAV060100	3/4 HP	Crawl Space
Furnace 2	Gas Furnace	Carrier	59SC5B100E21-20	3/4 HP	Crawl Space

Equipment Inventory - Public Safety Building

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Size Ton/HP	Location
AH # 1	AHU - Air Handling Unit Master	Carrier	FB4CNP061	3/4 HP	Inside
AH # 2	AHU - Air Handling Unit Master	Carrier	FB4CNP060	3/4 HP	Inside
AH # 3	AHU - Air Handling Unit Master	Carrier	FB4CNP060	3/4 HP	Inside
AH # 4	AHU - Air Handling Unit Master	Carrier	FB4CNP060	3/4 HP	Inside
AH # 5	AHU - Air Handling Unit Master	RHEEM	RH1T6024STANJA	3/4 HP	Inside
AH # 6	AHU - Air Handling Unit Master	Trane	TWE060D150BO	3/4 HP	Inside
HP # 1	Heat Pump - Master	Carrier	25HCE4604508	5 TON	Outside
HP # 2	Heat Pump - Master	Carrier	25HCD360A500	5 TON	Outside
HP # 3	Heat Pump - Master	Trane	2TWA0060A3000AB	5 TON	Outside
HP # 4	Heat Pump - Master	Carrier	25HCE4604508	5 TON	Outside
HP # 5	Heat Pump - Master	Carrier	25HCD360A500	5 TON	Outside
HP # 6	Heat Pump - Master	Carrier	RP1460BC1NA	5 TON	Outside

¹ Equipment and/or components may be added or deleted based on the mutual agreement of City of Holly Springs and Rogers Mechanical Contractors, Inc. Upon written authorization, the Agreement price will be amended accordingly.

EXHIBIT TWO

The responsibilities of the Company shall include all filter and media associated with the equipment inventory to include but not limited to pre-filters, frame filters, pouch filters, fan coil filters, automatic roll type filters etc.

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
AH #1	Pleated	2	16x25x5	4
AH #2	Pleated	1	16x25x5	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace 1	Pleated	1	16x25x1	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace 1	Pleated	1	20x25x1	4
Furnace 2	Pleated	1	20x25x1	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
AH #1	Pleated	1	20x20x1	4
AH #2	Pleated	1	20x20x1	4
AH #3	Pleated	1	20x20x1	4
AH #4	Pleated	1	20x20x1	4
AH #5	Pleated	1	20x25x1	4
AH #6	Pleated	1	20x22x1	4

¹ Should experience show that more or less frequent media changes or different types of media are required, City of Holly Springs will be advised and upon written authorization, the Agreement price will be amended accordingly.

EXHIBIT THREE

Special Services and Provisions

In addition to the service and provisions outlined in the agreement, the following special services, provisions and terms will apply to this agreement:

The current equipment list does not require any belt changes.

Exhibit Four: Terms and Conditions

1. Customer shall allow only Company designated personnel to perform the ASP/CPM. Customer shall allow access to areas and permit them to start and stop the equipment as mutually scheduled. ASP/CPM will be performed during Company normal working hours.
2. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and /or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
3. The annual Agreement price is subject on each commencement renewal to reflect industry increases in labor, material, and related costs. Any extra work, including trouble calls made at Customer's request which indicate a condition which is not covered by the ASP/CPM, will become an extra charge over the annual Agreement price.
4. Company is not responsible for loss or damage caused by unavailability of equipment, components, or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism, or other causes beyond Company control.
5. This Agreement does not cover repairs or replacement of items not normally mechanically maintainable such as main power service and electrical wiring up to the equipment, ductwork, piping coils, boiler shell and structural supports. Company is not required to move or modify in any way the building structure or any part thereof in order to carry out the ASP/CPM.
6. Company is not responsible for design of the system, obsolescence, safety tests, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather,



inadequate electrical power or failure, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of Customer or others, requirements of governmental, regulatory or insurance agencies, or other causes beyond Company control.

7. Both parties shall seek to avoid litigation. If, however, Company must commence legal action for whatever cause, Customer shall pay all court costs and attorney fees should Company prevail. Any legal action regarding this Agreement must commence within one year from the date of the work complained about.
8. If Company defaults under this Agreement, Company liability shall be limited solely to repair or replacement, at Company option. Company has not given any other express or implied warranty, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company liability depends upon proper operation and maintenance by Customer. Company is not liable if the defect or failure is caused, or contributed to, by accident, alteration or abuse by Customer or others. Company liability does not extend beyond the termination date of this agreement.
9. Company shall not be responsible, under any legal theory, for loss of profit or use, claims from Customer's clients, or any special, indirect, or consequential damages. Customer shall indemnify Company, its employees and agents from all claims and expenses, including attorneys' fees, arising out of the performance of this Agreement if such claim is caused by any active or passive act or omission of Customer or others.
10. Company responsibility under this agreement does not include the identification, removal, or abatement of asbestos or other hazardous substances. In the event such products or substances are encountered, Company obligation shall be limited to informing Customer of the possible existence of such materials. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Company all relevant Material Safety Data Sheets (MSDS).
11. If the Client cancels this agreement outside of the 30 days prior to the anniversary date, the Client shall pay the Company the outstanding amount of the annual agreement total.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Spring Meadows Phase 1 Performance Bond

DATE: May 12, 2021

COUNCIL MEETING DATE: May 17, 2021

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision	Bond Type	Bond Number	Amount
Spring Meadows Phase I-Topping	Performance	SU1157976	\$89,321.00

The City Engineer has inspected and approved the release of the bond.

CONCURRENCES

City Engineer

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Map

RECORDATION AREA

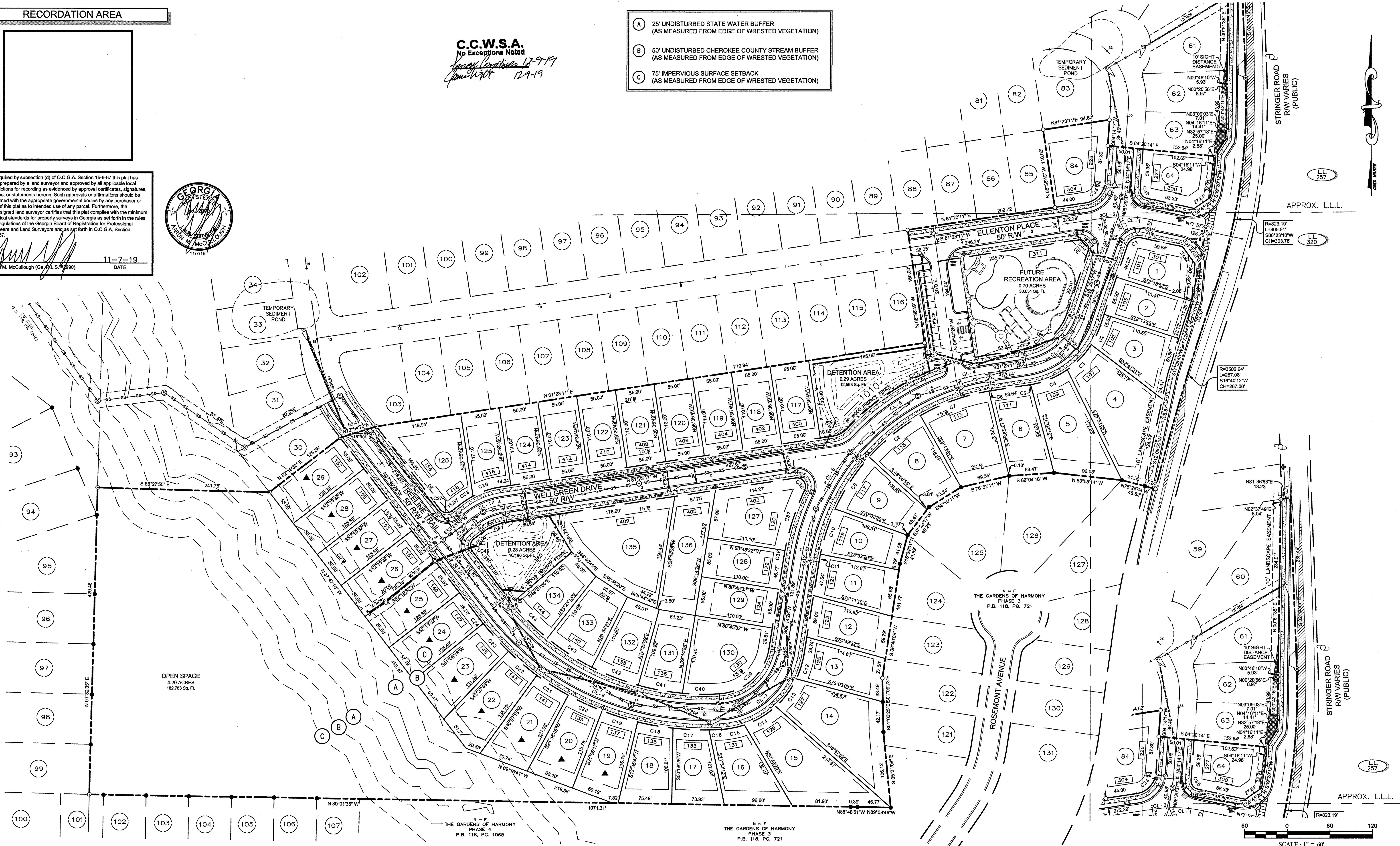
C.C.W.S.A.
No Exceptions Noted
12-9-19
12-9-19

- (A) 25' UNDISTURBED STATE WATER BUFFER
(AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- (B) 50' UNDISTURBED CHEROKEE COUNTY STREAM BUFFER
(AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- (C) 75' IMPERVIOUS SURFACE SETBACK
(AS MEASURED FROM EDGE OF WRESTED VEGETATION)

As required by subsection (d) of O.C.G.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 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 complies 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 and as set forth in O.C.G.A. Section 15-6-67.



11-7-19
DATE
Aaron M. McCullough (Ga. P.L.S. #117719)



P
L
A
T

PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.HughesRay.com

FINAL PLAT FOR SPRING MEADOWS PHASE I

LOCATED IN LAND LOT 257, 258, 319 & 320
15th DISTRICT, 2nd SECTION
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

DATE: 12 SEPTEMBER 2019

NO.	DATE	REVISION DESCRIPTION

DRAWING NO. H18102 FP
DRAWN BY: DAS
CHECKED BY: AMM
JOB NO.: H18102
SCALE: 1"=60'
THIS DRAWING IS COPYRIGHTED.
THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

**FIRE ~~AND EMERGENCY~~ SERVICES INTERGOVERNMENTAL AGREEMENT
BETWEEN CHEROKEE COUNTY, GEORGIA
AND THE CITY OF HOLLY SPRINGS, GEORGIA**

This Agreement is made and entered into this _____ day of _____, 2021, by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners, (the "County"), and the CITY OF HOLLY SPRINGS, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Holly Springs, Georgia (the "City"), collectively referred to as the Parties.

WITNESSETH

WHEREAS, the County presently furnishes, within its own boundaries and within the City, certain fire ~~and emergency~~ services, including fire suppression, rescue, hazardous material response, fire prevention, ~~emergency medical services (life support)~~, as well as administrative services necessary to support said programs; and

WHEREAS, the City is desirous of contracting for fire ~~and emergency~~ services, ~~as well as the addition of fire inspection services~~, for the City of Holly Springs; and

WHEREAS, the Constitution of the State of Georgia, Art. IX, § III, Para. I, authorizes local governments to enter into agreements for joint or cooperative action; and

WHEREAS, the Parties desire to provide for a more effective, economical and efficient means of providing fire ~~and emergency~~ services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of ~~five (5)~~ ten (10) years, commencing on _____, October 1, 2021 and ending on the _____, September 30, 2026 and shall automatically renew for an additional ~~five (5)~~ ten (10) years, unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated in accordance with the terms and conditions of this Agreement.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate limits of the that portion of the City of Holly Springs, State of Georgia, located in Cherokee County, Georgia, as amended through annexation during the term of this Agreement. The

expectation is that, by working jointly, the Parties will maintain and/or improve their protection class rating within the contract period.

3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:

- (a) Pay to the County compensation, the amount of which shall be determined as follows:

First, take the current millage rate of 3.292 (2020 Fire Rate), or the rate charged unincorporated property if different, and multiply that by 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest less Exemptions M&O) for the Holly Springs Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (an example of each is attached hereto and marked Exhibit "A"). Then, multiply the current millage rate by the current tax allocation increment base certified by the Department of Revenue for the district defined as the Holly Springs New Town Center Redevelopment Plan-Tax Allocation District One ("TAD"), as currently set forth in the TAD boundary map and Department of Revenue tax increment base certification for the TAD attached hereto as Exhibit "B". (The resulting amount is the payment amount to be applied to TAD bond obligations and shall be retained by the City and used for all purposes authorized in the Resolution dated December 19, 2005 creating the TAD.) Then subtract the second number found from the first to determine the compensation required to be paid to the County.

For example, using this formula based on the 2020 tax digest, the amount of compensation would be determined as follows:

One would multiply the millage rate and the Total "Net M&O Tax Digest 40% Value" for the Holly Springs Tax District:

$.003292 \times \$728,575,974$ (2020 "Net M&O Tax Digest 40% Value") =
\$2,398,472 - \$15,000 for Compliance Credit = \$2,383,472.

Payment is due to the County by May 1 each year for services provided during that fiscal year. For example: Payment for services provided by the County for fiscal year 2021 (October 1, 2020 - September 30, 2021) shall be based on the 2020 tax digest and shall be due to the County on May 1, 2020. Should the services be provided for only a portion of the fiscal year, the amount due shall be prorated based on a "per day" calculation. Using the above example, should the services be provided for two hundred and fifty (250) days for fiscal year

| ~~2018~~2021, the amount due would be:

$\$2,383,472 / 365 \text{ days} = \$6,530.06 \text{ cents per day}$

$\$6,530.06 \times 250 \text{ days} = \underline{\$1,632,515.00}$

- (b) Notify the County Fire Chief by e-mail in the event the City makes any changes in the road or street network within the City, temporarily or permanently closes any road or street to vehicular traffic, or becomes aware of any changes or interruptions in the water service to any area within the City.
- (c) Work cooperatively with the County to maintain and/or improve the ISO protection class rating currently in place.

4. DURING THE TERM OF THIS AGREEMENT, THE COUNTY SHALL:

- (a) Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the City ~~in a time intended not to exceed eight (8) minutes~~, and provide fire prevention, pre-fire inspection, hydrant flow, _____ community services and such other usual and customary services as are provided _____ within the County. ~~The County agrees to work cooperatively with the City to maintain and/or improve the current ISO protection class rating of for the fire department, but will not guarantee such rating if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain said protection class rating and/or improve such rating.~~
- (b) ~~Ensure staffing at Station 8 is sufficient to provide the services identified in this Agreement, which staffing shall include an average of four (4) fully qualified and firefighter trained personnel twenty-four (24) hours per day seven (7) days a week during the term of this Agreement. During the term of this Agreement, the individuals used to staff Station 8 will be determined by the County's Fire Chief using acceptable industry standards, and the Fire Chief shall consult with the City Manager regarding staffing concerns.~~ In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations within the Holly Springs Service Area as well as stations located in unincorporated Cherokee County at the Fire Chief's sole discretion.
- (c) ~~Ensure that an ambulance (squad) is assigned and deployed from Station 3, 8, 22, 23 or 24 to respond to ALS alarms.~~ Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.
- (d) ~~In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 3, 8, 22, 23 and 24.~~ Provide regular reporting, at least annually, to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and adjacent unincorporated area stations.
- (e) ~~Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.~~ In conjunction with the City, periodically review the Services provided by the County and

determine if the current level of service shall be maintained or changed. Meetings of representatives of the County and City shall occur as needed and reasonably agreed upon by both parties in order to review and evaluate the Services and any changes needed. In the event one party requests such a meeting, such meeting shall occur within thirty (30) days of the other party's receipt of the request.

(f) ~~Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and the County from Stations 3, 8, 22, 23 and 24.~~Provide the necessary training for personnel to maintain certifications to meet the minimum requirements, and shall maintain and be responsible for all personnel and equipment under the licensing of Cherokee County Fire & Emergency Services.

(g) ~~Officially include the Holly Springs Volunteer Fire Department in the protection plan for the City, including but not limited to their acknowledgement, providing reasonable office space and training, and providing reasonable funding assistance for equipment and communication equipment contingent upon funding appropriated by the Board of Commissioners.~~

5. THE COUNTY AND CITY EACH AGREE TO:

- (a) Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required. The Parties agree that if one Party makes changes to its ordinances, laws or regulations that impact the obligations of the other Party hereunder, the other Party shall have the opportunity to notify the Party making the changes of its decision to accept or reject the changes proposed as well as any additional payment or payment deduction that may be required related thereto.
- (b) Mutually decide on the need for capital additions and replacements at stations serving the City, and negotiate a fair and reasonable sharing of such capital costs.

6. INDEMNIFICATION/HOLD HARMLESS:

Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts ~~performed~~performed in accordance with the terms of this Agreement.

7. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance evidencing commercially reasonable property damage, collision, and

liability insurance coverage for all apparatus and equipment ~~owned by the City and~~
~~operated by the County, and/or the Holly Springs Volunteer Fire Department.~~ Said
certificate of insurance will indicate the limits of liability indemnification and the
coverage period.

8. DEFAULT:

Failure by either Party to perform its obligations under the terms and conditions of this
Agreement shall be deemed a breach and shall entitle the other Party to declare a default
~~and/or terminate this Agreement.~~

~~Should either Party file suit, commence any other legal or equitable proceeding against
the other for breach of this Agreement or should arbitration proceedings be commenced,
the prevailing Party shall be entitled to recover all of its expenses, including attorney's
fees, court costs, and arbitration expenses in addition to any damages or other judgment
allowed.~~

9. ENFORCEMENT OF CODES:

- (a) The City agrees, during the term of this Agreement or any extensions thereof, to
enact and enforce building and fire codes at a level at least equivalent to the codes
and enforcement provided by Cherokee County within the County and as required
by State of Georgia minimum codes in accordance with Georgia Law.
- (b) It is acknowledged by the Parties that the County has assumed no duty to provide
code enforcement or building or fire inspection services that might be required
under Georgia Law or any ordinance of the City. It is further acknowledged that
the Parties recognize the County, by statute, has no authority or duty to enforce
any provisions of such code or to enforce any ordinances of the City unless
authorized by intergovernmental agreement.
- (c) For each fiscal year during the duration of this Agreement, the County will
provide a credit, in the amount of and not to exceed \$~~15,000~~25,000, to be
applied against annual compensation due the County from the City for
fire ~~and~~ ~~emergency~~ services related to fire plan review and
inspections to ensure compliance with Georgia minimum fire codes.

10. WAIVER:

Failure by either Party to strictly enforce any provision hereof or to declare a breach shall
not constitute a waiver thereof, nor shall it waive said Party's right to demand strict
performance of that or any other provision of this Agreement at any time thereafter.

11. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will
provide the City with a proposal for renewal of this Agreement, if such renewal is

desired, which includes a five (5) year comprehensive plan for services to be provided to the City and the cost of providing said services to the City. Negotiations for renewal of this Agreement, if such renewal is desired, shall commence not later than six (6) months prior to the expiration of this Agreement.

12. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the Parties and supersedes all prior agreements. The Parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both Parties.

13. TERMINATION:

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least ~~twelve (12)~~twenty-four (24) months prior to its intended withdrawal from this Agreement.

14. SEVERABILITY:

Should any portion, clause, term, section, or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

15. THIRD PARTY BENEFICIARIES:

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. MUTUAL/AUTOMATIC AID AGREEMENT:

If this Agreement is terminated or cancelled for any reason, and upon expiration of this Agreement, ~~not renewed for any reason~~, the Parties agree to work ~~cooperatively~~ and to negotiate a replacement automatic or mutual aid agreement for fire ~~and emergency services~~ and the County will ensure that the City residents continue to be provided with fire services.

17. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, GA 30114

To the City:

City of Holly Springs
ATTN: City Manager
~~100 Hickory Circle~~ P.O. Box 990
Holly Springs, Georgia 30142

18. AUTHORITY:

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

19. RECORDSPUBLIC PROCUREMENT REQUIREMENTS:

Each Party ~~shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three (3) years following the termination of this Agreement~~ agrees that it will comply with all public works bidding requirements of the State of Georgia related to any construction, improvements, or services completed pursuant to the Agreement, including, but not limited to, Title 36, Chapter 91, of the Official Code of Georgia.

20. NON-DISCRIMINATIONE-VERIFY AND TITLE VI:

~~In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Parties agree that, during performance of this Agreement, each Party, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, each Party agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 20 in any subcontract for services contemplated under this Agreement~~ Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

21. IMMIGRATION COMPLIANCE:

Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "C" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

COUNTY: CITY:

500 or more employees	500 or more employees
100 or more employees	100 or more employees
Fewer than 100 employees	Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

221. FORCE MAJEURE:

Neither the County nor City shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any ~~portion~~ portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 2021.

Signed On Behalf of Cherokee County, Georgia:

By: _____
HARRY B. JOHNSTON, Chairman

Date

Attest: _____
CHRISTY BLACK, County Clerk

Date

APPROVED by the City Council of Holly Springs
this ____ day of _____, 2021.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
STEVEN W. MILLER, Mayor

_____ Date

Attest: _____
KAREN NORRED, City Clerk

_____ Date

Year: 2020

County: CHEROKEE

District: HOLLY SPRINGS

GEORGIA DEPARTMENT OF REVENUE
Local Government Services Division
County Digest Section

2020 TAX DIGEST CONSOLIDATED SUMMARY

County: CHEROKEE County #: 028 Tax District: HOLLY SPRINGS
Dist #: 15 Assessment %: 040 Tot Parcels: 6060

AGRICULTURAL			
Code	Count	Acres	40% Value
A1	323		5,865,100
A3	123	178.17	3,981,153
A4	38	198.87	1,827,937
A5	4	113.04	4,544,320
A6	2		3,240
A7	0	0	0
A9	0	0	0
AA	0		0
AB	0		0
AF	0		0
AI	0		0
AZ	0		0

BROWNFIELD PROPERTY			
Code	Count	Acres	40% Value
B1	0		0
B3	0	0	0
B4	0	0	0
B5	0	0	0
B6	0		0

COMMERCIAL			
Code	Count	Acres	40% Value
C1	723		58,396,305
C3	137	176.1	11,164,786
C4	35	246.63	19,782,080
C5	3	62.71	4,202,760
C7	0	0	0
C9	0	0	0
CA	0		0
CB	0		0
CF	405	10,483,901	
CI	144	10,093,961	
CP	3	538,653	
CZ	2	22,506	

FLPA FAIR MARKET ASSMT			
Code	Count	Acres	40% Value
F3	0	0	0
F4	0	0	0
F5	0	0	0
F9	0	0	0

Total 0 0 0

HISTORIC			
Code	Count	Acres	40% Value
H1	0		0
H3	0	0	0

INDUSTRIAL			
Code	Count	Acres	40% Value
I1	319		18,937,333
I3	61	79.42	4,846,960
I4	11	50.98	2,360,440
I5	1	39.26	4,711,200
I7	0	0	0
I9	0	0	0
IA	0		0
IB	0		0
IF	4	1,211,180	
II	3	13,630	
IP	4	1,073,655	
IZ	0		0

FOREST LAND CONSERVATION USE			
Code	Count	Acres	40% Value
J3	0	0	0
J4	0	0	0
J5	0	0	0
J9	0	0	0

PREFERENTIAL			
Code	Count	Acres	40% Value
P3	0	0	0
P4	0	0	0
P5	0	0	0
P6	0		0
P7	0	0	0
P9	0	0	0

QUALIFIED TIMBERLAND			
Code	Count	Acres	40% Value
Q4	0	0	0
Q5	0	0	0

RESIDENTIAL			
Code	Count	Acres	40% Value
R1	10,708		429,275,872

CONSERVATION USE			
Code	Count	Acres	40% Value
V3	0	0	0
V4	5	71.3	654,423
V5	3	65.99	374,520
V6	0		0

ENVIRONMENTALLY SENSITIVE			
Code	Count	Acres	40% Value
W3	0	0	0
W4	0	0	0
W5	0	0	0

PROPERTY EXEMPTIONS			
Code	Count	M&O	Bond
SA	0	0	0
SB	0	0	0
SF	7	1,449,471	
SH	0	0	0
SJ	0	0	0
SP	87	102,213	
SN	0	0	0
ST	0	0	0
SV	8	979,575	
SW	0	0	0
SK	0	0	0

STATE HOMESTEAD EXEMPTIONS			
Code	Count	Acres	40% Value
S1			
S3			
S4			
S5	27	2,326,972	
S6	0	0	0
S7	0	0	0
S8	0	0	0
S9	0	0	0
SC			
SD	0	0	0
SE	0	0	0
SG	0	0	0
SS	0	0	0

LOCAL HOMESTEAD EXEMPTIONS			
Code	Count	Acres	40% Value
L1	210	3,440,681	0
L2	0	0	0
L3	0	0	0
L4	0	0	0
L5	0	0	0
L6	0	0	0
L7	733	79,086,457	0
L8	38	772,662	0
L9	1,726	30,548,275	0
TOTAL	2,836	118,706,306	0

EXEMPT PROPERTY			
Code	Count	Acres	40% Value
E0	0	0	0
E1	29	11,092,664	
E2	4	2,272,302	
E3	1	0	0
E4	2	61,000	
E5	1	0	0
E6	4	6,910,923	
E7	0	0	0
E8	0	0	0
E9	0	0	0
TOTAL	41	20,336,889	

SUMMARY			
Code	Count	Acres	40% Value
Agricultural	490	490.08	16,221,750
Brownfield Property	0	0	0
Commercial	1,452	485.44	114,684,952
Historical	0	0	0
Industrial	403	169.66	33,154,398
Forest Land Cons Use	0	0	0
Preferential	0	0	0
Qualified Timberland	0	0	0
Residential	16,347	1,737.9	547,523,816
Residential Transitional	0	0	0
Utility	16	0.53	7,450,843
Conservation Use	8	137.29	1,028,943
Environmentally Sensitive	0	0	0
Motor Vehicle	2,379		3,875,040
Mobile Home	9		19,376
Timber 100%	0	0	0
Heavy Equipment	0		0

R3	5,592	1,453.15	118,092,184
R4	30	234.78	100,596
R5	2	49.97	24,116
R6	0		0
R7	0	0	0
R9	0	0	0
RA	0		0
RB	15		31,048
RF	0		0
RI	0		0
RZ	0		0

RESIDENTIAL TRANSITIONAL

Code	Count	Acres	40% Value
T1	0		0
T3	0	0	0
T4	0	0	0

UTILITY

Code	Count	Acres	40% Value
U1	0		0
U2	15	0	7,448,123
U3	1	0.53	2,720
U4	0	0	0
U5	0	0	0
U7	0	0	0
U9	0	0	0
UA	0		0
UB	0		0
UF	0		0
UZ	0		0

Gross Digest	21,104	3,020.9	723,959,118
Exemptions Bond			
Net Bond Digest			723,959,118
Gross Digest	21,104	3,020.9	723,959,118
Exemptions-M&O			118,706,306
Net M&O Digest			605,252,812
TAX LEVIED			
TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	605,252,812	7.692	4,655,604.63
BOND	723,959,118		

Year: 2020

County: CHEROKEE

District: TAD - CITY OF HOLLY SPRINGS

GEORGIA DEPARTMENT OF REVENUE
Local Government Services Division
County Digest Section

2020 TAX DIGEST CONSOLIDATED SUMMARY

County: CHEROKEE County #: 028 Tax District: TAD - CITY OF HOLLY SPRINGS
Dist #: 91 Assessment %: 040 Tot Parcels: 77

AGRICULTURAL			
Code	Count	Acres	40% Value
A1	1		17,440
A3	2	3.67	39,200
A4	0	0	0
A5	0	0	0
A6	0		0
A7	0	0	0
A9	0	0	0
AA	0		0
AB	0		0
AF	0		0
AI	0		0
AZ	0		0

BROWNFIELD PROPERTY			
Code	Count	Acres	40% Value
B1	0		0
B3	0	0	0
B4	0	0	0
B5	0	0	0
B6	0		0

COMMERCIAL			
Code	Count	Acres	40% Value
C1	119		1,879,576
C3	44	30.18	2,202,800
C4	4	25.29	774,120
C5	0	0	0
C7	0	0	0
C9	0	0	0
CA	0		0
CB	0		0
CF	0		0
CI	0		0
CP	0		0
CZ	0		0

FLPA FAIR MARKET ASSMT			
Code	Count	Acres	40% Value
F3	0	0	0
F4	0	0	0
F5	0	0	0
F9	0	0	0

Total 0 0 0

HISTORIC			
Code	Count	Acres	40% Value
H1	0		0
H3	0	0	0

INDUSTRIAL			
Code	Count	Acres	40% Value
I1	71		2,080,939
I3	13	17.42	1,045,200
I4	1	7.35	330,720
I5	0	0	0
I7	0	0	0
I9	0	0	0
IA	0		0
IB	0		0
IF	0		0
II	0		0
IP	0		0
IZ	0		0

FOREST LAND CONSERVATION USE			
Code	Count	Acres	40% Value
J3	0	0	0
J4	0	0	0
J5	0	0	0
J9	0	0	0

PREFERENTIAL			
Code	Count	Acres	40% Value
P3	0	0	0
P4	0	0	0
P5	0	0	0
P6	0		0
P7	0	0	0
P9	0	0	0

QUALIFIED TIMBERLAND			
Code	Count	Acres	40% Value
Q4	0	0	0
Q5	0	0	0

RESIDENTIAL			
Code	Count	Acres	40% Value
R1	40		849,252

CONSERVATION USE			
Code	Count	Acres	40% Value
V3	0	0	0
V4	0	0	0
V5	0	0	0
V6	0		0

ENVIRONMENTALLY SENSITIVE			
Code	Count	Acres	40% Value
W3	0	0	0
W4	0	0	0
W5	0	0	0

PROPERTY EXEMPTIONS			
Code	Count	M&O	Bond
SA	0	0	0
SB	0	0	0
SF	0	0	0
SH	0	0	0
SJ	0	0	0
SP	0	0	0
SN	0	0	0
ST	0	0	0
SV	0	0	0
SW	0	0	0
SX	0	0	0

STATE HOMESTEAD EXEMPTIONS			
Code	Count	Acres	40% Value
S1	5	25,000	0
S3	1	2,000	0
S4	0	0	0
S5	0	0	0
S6	0	0	0
S7	0	0	0
S8	0	0	0
S9	0	0	0
SC	7	4,000	0
SD	0	0	0
SE	0	0	0
SG	0	0	0
SS	0	0	0

LOCAL HOMESTEAD EXEMPTIONS			
Code	Count	Acres	40% Value
L1	0	0	0
L2	0	0	0
L3	0	0	0
L4	0	0	0
L5	0	0	0
L6	0	0	0
L7	0	0	0
L8	0	0	0
L9	13	299,518	0

TOTAL 26 330,518 0

EXEMPT PROPERTY			
Code	Count	Acres	40% Value
E0	0	0	0
E1	23	3,076,828	0
E2	3	956,377	0
E3	0	0	0
E4	0	0	0
E5	0	0	0
E6	1	872,088	0
E7	0	0	0
E8	0	0	0
E9	0	0	0

TOTAL 27 4,905,293

SUMMARY			
Code	Count	Acres	40% Value
Agricultural	3	3.67	56,640
Brownfield Property	0	0	0
Commercial	167	55.47	4,856,496
Historical	0	0	0
Industrial	85	24.77	3,456,859
Forest Land Cons Use	0	0	0
Preferential	0	0	0
Qualified Timberland	0	0	0
Residential	53	16.64	1,136,092
Residential Transitional	0	0	0
Utility	0	0	0
Conservation Use	0	0	0
Environmentally Sensitive	0	0	0
Motor Vehicle	0	0	0
Mobile Home	0	0	0
Timber 100%	0	0	0
Heavy Equipment	0	0	0

R3	11	7.08	208,760
R4	2	9.56	78,080
R5	0	0	0
R6	0		0
R7	0	0	0
R9	0	0	0
RA	0		0
RB	0		0
RF	0		0
RI	0		0
RZ	0		0

RESIDENTIAL TRANSITIONAL

Code	Count	Acres	40% Value
T1	0		0
T3	0	0	0
T4	0	0	0

UTILITY

Code	Count	Acres	40% Value
U1	0		0
U2	0	0	0
U3	0	0	0
U4	0	0	0
U5	0	0	0
U7	0	0	0
U9	0	0	0
UA	0		0
UB	0		0
UF	0		0
UZ	0		0

Gross Digest	308	100.55	9,506,087
Exemptions Bond			0
Net Bond Digest			9,506,087
Gross Digest	308	100.55	9,506,087
Exemptions-M&O			330,518
Net M&O Digest			9,175,569

TAX LEVIED			
TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	9,175,569		
BOND	9,506,087		

Holly Springs

Gross Digest

Holly Springs	\$723,959,118
TAD	\$9,506,087

Total Digest	\$733,465,205
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State Exemptions

SF	\$1,449,471
SP	\$102,213
SV	\$979,575
S5	\$2,326,972
S1	\$25,000
S3	\$2,000
SC	<u>\$4,000</u>

Total State Exemptions	<u>\$4,889,231</u>
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Net Digest	\$728,575,974
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Millage Rate	3.292
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Taxes	\$2,398,472
-------	-------------

Section 8c	<u>\$15,000</u>
------------	-----------------

Taxes Due	\$2,383,472
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"Exhibit B"

City of Holly Springs Tax Allocation District

0 250 500 750 1,000 Feet



Holly Springs First Baptist Church

Hickory Road

Depot

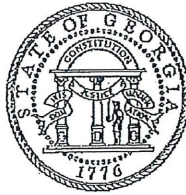
City Hall

 Tax Allocation District
 City Limits

Rickman Industrial Dr

Hickory Springs Industrial Drive

Holly Springs Pkwy



Bart L. Graham
Commissioner

State of Georgia
Department of Revenue
Suite 15300
1800 Century Blvd.
Atlanta, Georgia 30345
(404) 417-2100

Mr. Anthony W. Griffin
City Manager
City of Holly Springs
P. O. Box 990
Holly Springs, Georgia 30142

Dear Mr. Griffin:

Pursuant to the requirements of O.C.G.A. Section 36-44-10, I herewith submit to you "Exhibit 1", certification of tax increment base for the district defined as "Holly Springs New Town Center Redevelopment Plan - Tax Allocation District One". This exhibit lists the total taxable assessed value, taken from the 2005 Cherokee County ad valorem tax digest and certified by the board of tax assessors, of the property located within the tax allocation district.

The total taxable assessed value for the "Holly Springs New Town Center Redevelopment Plan - Tax Allocation District One" is \$4,377,120.

Bart L. Graham
Revenue Commissioner
Georgia Department of Revenue

Sworn to and subscribed before me

This 23rd day of January, 2006

Notary Public

Notary Public, Rockdale County, Georgia
My Commission Expires Nov. 19, 2008

EXHIBIT 1

Holly Springs Downtown Tax Allocation District						
Parcel #	Name	Address	Acreage	2005 Fair Market Value	2005 Assessed Value	Exempt
93N00 1	Saif Enterprises, Inc.	3735 Holly Springs Pkwy	1.3	515,100.00	206,040.00	
93N00 1A	Sun Valley Land Company	117 Jackson St	0.33	218,300.00	87,320.00	
93N00 2	Beulah & Weaver Jackson	Jackson St	1	57,300.00	22,920.00	
93N00 3	Sally Parsons DBA The Herb Shop	161 Jackson St	0.3	93,800.00	37,520.00	
93N00 4	Dora Bates AKA Beth Bates	102 Palm St	0.33	78,300.00	31,320.00	
93N00 5	Ronald & Ruby Dunn	93 Palm St	0.33	71,300.00	28,520.00	
93N00 6	Tridium Associates, LLC	Hickory St	0.33	193,400.00	77,360.00	
93N00 7	Montarie & Lavon Fabian	241 Hickory St	0.25	57,600.00	23,040.00	
93N00 8	James Roach	293 Hickory St	0.4	78,200.00	31,280.00	
93N00 9	Marie Barnes	155 Hickory St	11.32	156,100.00	62,440.00	
93N00 9	Marie Barnes	155 Hickory St	0	18,400.00	7,360.00	
93N00 10	City of Holly Springs	Hickory St	3.1	788,100.00	315,240.00	X
93N00 10B	Alan & Akemi LeBaron	113 Palm St	0.83	113,000.00	45,200.00	
93N00 11	Warren Jones	Palm St	0.5	121,700.00	48,680.00	
93N00 12	Arnold Dieter	135 Palm St	0.43	86,400.00	34,560.00	
93N00 13	Barbara Brown Trustee of the Kenny Brown Trust	175 Palm St	0.35	76,800.00	30,720.00	
93N00 14	Elizabeth Barrett	199 Palm St	4	161,300.00	64,520.00	
93N00 15	Donald & Carol Crowe	139 Walnut St	0.35	89,300.00	35,720.00	
93N00 16	Matthew Wallace	171 Walnut St	0.35	86,700.00	34,680.00	
93N00 17	James & Christine Neal	211 Walnut St	0.35	136,800.00	54,720.00	
93N00 19	James Neal & Maynard & Myrtice Neal	Walnut St	0.35	20,000.00	8,000.00	
93N00 20	James Neal & Maynard & Myrtice Neal	251 Walnut St	1.85	152,500.00	61,000.00	
93N00 38	Carl Barrett Estate c/o Anne Payne	136 Palm St	0.75	81,000.00	32,400.00	
93N00 38A	City of Holly Springs	Palm St	0.42	125,900.00	50,360.00	X
93N00 40	City of Holly Springs	3658 Holly Springs Pkwy	0.05	22,000.00	8,800.00	X
93N00 40A	Otho & Molly Lotties	3087 Holly St	0.11	82,900.00	33,160.00	
93N00 40B	Joseph Colbert Jr.	3658 Holly Springs Pkwy	0.34	143,100.00	57,240.00	
93N00 41	Sid & Sara Fritts	2725 Holly Springs Pkwy	0.25	78,300.00	31,320.00	
93N00 42	City of Holly Springs	Holly Springs Pkwy	0.2	15,000.00	6,000.00	X
93N00 43	City of Holly Springs	Holly Springs Pkwy	0.2	94,600.00	37,840.00	X
93N00 44	James Daniel Patterson	3586 Holly Springs Pkwy	0.4	247,300.00	98,920.00	
93N00 45	DHFF, Inc.	2945 Holly Springs Pkwy	0.26	176,100.00	70,440.00	
93N00 45A	Bank of North Georgia	2945 Holly Springs Pkwy	0.14	45,000.00	18,000.00	
93N00 46	Eddie Heifer	2841 Holly Springs Pkwy	0.65	125,900.00	50,360.00	
93N00 47	Eddie Heifer	2883 Holly Springs Pkwy	3.19	168,900.00	67,560.00	
93N00 47A	Eddie Heifer	Holly Springs Pkwy	0.21	95,700.00	38,280.00	
93N00 48	J C Bradley	3430 Holly Springs Pkwy	1	114,200.00	45,680.00	
93N00 49	Wanda & Anthony Distefano	2941 Holly Springs Pkwy	0.75	202,400.00	80,960.00	
93N00 50	Ronald & Ruby Dunn	3329 Holly Springs Pkwy	0.65	120,500.00	48,200.00	
93N00 51	Pauline Blankship Dunn	3365 Holly Springs Pkwy	2.25	76,400.00	30,560.00	
93N00 52	J C & Martha Mullins	3421 Holly Springs Pkwy	6.56	142,200.00	56,880.00	
93N00 54	Storage Consulting II, LLC	2820 Holly Springs Pkwy	3.75	1,059,900.00	423,960.00	
93N00 55	S & D Industrial Inc.	2800 Holly Springs Pkwy	0.62	404,500.00	161,800.00	

11/14/04

93N00 56	S & D Industrial Inc.	2766 Holly Springs Pkwy	0.25	137,800.00	55,120.00	
93N00 57	Wayne & Laurel Lester	3569 Holly Springs Pkwy	0.22	130,500.00	52,200.00	
93N00 58	James Collins	Old Hwy 5	0.19	135,900.00	54,360.00	
93N00 59A	Evert/Shirley/Poor LLC	Holly St	4	25,000.00	10,000.00	
93N00 61	Holly Springs Baptist Church	122 Boyd St	3.69	866,300.00	346,520.00	X
93N00 61A	Evert & Shirley Poor	Old Highway 5	0.31	145,700.00	58,280.00	
93N00 62	State of Georgia	Holly St	0.5	189,600.00	75,840.00	X
93N00 63	Ashley Brett Mullins	3028 Holly St	0.75	128,500.00	51,400.00	
93N00 64	Virginia Bragg & Joseph Ragsdale	Holly St	0.35	64,800.00	25,920.00	
93N00 65	Virginia Bragg & Joseph Ragsdale	Boyd St	0	8,400.00	3,360.00	
93N00 66	Grace Schmidt	Boyd St	0.15	59,800.00	23,920.00	
93N00 67	Daniel & Margaret Curtis	254 Boyd St	0.25	65,500.00	26,200.00	
93N02 1	Cherokee County School System	Old Hwy 5	17	2,438,600.00	975,440.00	X
93N02 2	Holly Springs United Methodist Church	3885 Old Hwy 5	0	289,000.00	115,600.00	X
93N02 3	Linda Fields	225 Barrett Rd	0.52	57,200.00	22,880.00	
93N02 3A	Clifford & Jacklyn Ragsdale	285 Barrett Rd	1	135,200.00	54,080.00	
93N02 3B	Ruth Ann Purcell	Barrett Rd	0.25	71,200.00	28,480.00	
93N02 3C	Frank R Cox	265 Barrett Rd	0.45	117,300.00	46,920.00	
93N02 3D	Brain L Gladson	105 Barrett Rd	0.46	43,100.00	17,240.00	
93N02 4	Crawford & Lou Holcombe	Carl Barrett Rd	0.35	172,900.00	69,160.00	
93N02 5	Cyril Vital Jr.	3865 Holly Springs Pkwy	0.88	139,000.00	55,600.00	
93N02 6	Mrs. Roy Camp	3863 Holly Springs Pkwy	0.25	49,700.00	19,880.00	
93N02 7	George Twaddell	Old Hwy 5	1.72	255,700.00	102,280.00	
93N02 8	Gregory & Mary Ann Roberts	2547 Holly Springs Pkwy	2.12	103,500.00	41,400.00	
93N02 9	Covenant Christian Center of Canton, Inc.	2463 Holly Springs Pkwy	3.8	355,900.00	142,360.00	X
93N02 9A	Daniel & Marilyn Linton	2529 Holly Springs Pkwy	0.35	82,300.00	32,920.00	
93N02 10	Eielyn Freeman Turner	Holly Springs Pkwy	0.27	65,600.00	26,240.00	
93N02 11	Larry & David Smith	606 Holly Springs Pkwy	1	86,500.00	34,600.00	
15N14 92	City of Holly Springs	Mountain Oak St	1	24,500.00	9,800.00	X
15N14 93	William & Ruby Poor	Holly Street	2.78	42,500.00	17,000.00	
15N14 94	Eddie Hefner	119 Holly Street	0.89	74,800.00	29,920.00	
15N14 103	Holly Springs Downtown Development	Palm St	8.79	422,100.00	168,840.00	X
15N14 105	Arnold Ira Goldberg	411 Hickory St	8.33	512,100.00	204,840.00	
15N14 116	City of Holly Springs	Rickman Ind Dr	1.01	25,200.00	10,080.00	X
15N14 117	Westies Inc	110 Rickman Ind Dr	1.17	328,700.00	131,480.00	
93N01 35	Gary & Sharon Martin	3005 Holly Springs Pkwy	0.83	369,300.00	147,720.00	
93N01 35A	Gary & Sharon Martin	Holly Springs Pkwy	1.36	40,800.00	16,320.00	
93N01 36	Horace & Martha Richards	3000 Holly Springs Pkwy	0.94	172,800.00	69,120.00	
93N01 37	Horace & Martha Richards	Holly Springs Pkwy	0.44	15,000.00	6,000.00	
93N01 38	The Leachish Corp.	3039 Holly Springs Pkwy	1	120,700.00	48,280.00	
93N01 39	Clarence & Ernie Williams	3073 Holly Springs Pkwy	0	104,200.00	41,680.00	
93N01 40	Blackand LLC	Holly Springs Pkwy	9	292,500.00	117,000.00	
93N01 40A	City of Holly Springs	Old Hwy 5	3.35	769,100.00	307,640.00	X
93N01 41	The Bedford Falls Group LLC	Holly Springs Pkwy	0.78	40,000.00	16,000.00	
93N01 41A	Property One LLC	3191 Holly Springs Pkwy	0	95,800.00	38,320.00	
93N01 42	T & T Plumbing	3197 Holly Springs Pkwy	0	50,800.00	20,320.00	

11/9/00

93N01 43	T & T Plumbing	3225 Holly Springs Pkwy	3	216,300.00	86,520.00	
15N14B 54D	Elizabeth Moore	3060 Holly Springs Pkwy	1.54	80,000.00	32,000.00	
15N14B 54E	Mark Moore	3072 Holly Springs Pkwy	1.56	66,300.00	26,520.00	
15N14B 055	Benny & Brenda Clark	3132 Holly Springs Pkwy	1.68	92,500.00	37,000.00	
Total			142	17,368,700	6,947,480	

It is hereby certified that the above information is true and correct for the 2005 tax year.

 Date: 01/09/2005
Chairman Cherokee County Board of Tax Assessors



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 13th day of April, 2021, by and between Marble Quarry Manors LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15N14 050 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 119 Page 561, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Charlotte's Ridge, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 13th day of April, 2021

PROPERTY OWNER LIMITED LIABILITY CORPORATION

Name of LLC: Marble Quarry Manors LLC, A Georgia ~~Corporation~~ Limited Liability Company
Printed or Typed Name

By: *Nathan Williams*
Signature

Nathan Williams
Typed or Printed Name

Title: Authorized Person
(President or Vice President)

Attest: *Whitney H. Burns*
Signature of Witness

Whitney H. Burns
Typed or Printed Name

Title: *Whitney H. Burns*
(Notary Public)

(SEAL)



HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 6th day of October, 2020, by and between 120 Hickory Springs Industrial Drive, LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15N14 198 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 14530 Page 872, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as 120 HSID LLC Site Development Plan, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 6th day of October, 2020

PROPERTY OWNER LIMITED LIABILITY CORPORATION

Name of LLC: 120 Hickory Springs Industrial Drive, LLC, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Gabriel Hrib

Typed or Printed Name

Title: Managing Member/Owner
(President or Vice President)

Attest: Thomas L. O'Neill
Signature of Witness

Thomas L. O'Neill

Typed or Printed Name

Title: Notary Public
(Notary Public)

(SEAL)



HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 26th day of February, 2021, by and between Taylor Morrison of Georgia, LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15-0489-0006 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 14574 Page 1111, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as The Retreat at Holly Springs, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 26th day of February, 2021

PROPERTY OWNER LIMITED LIABILITY CORPORATION

Name of LLC: Taylor Morrison of Georgia, LLC, A Georgia Corporation
Printed or Typed Name

By: Brian Taylor
Signature

Brian Taylor
Typed or Printed Name

Title: Land Development Director
(President or Vice President)

Attest: C. Foster
Signature of Witness

Typed or Printed Name

Title: Lori Ann Belle Anderson
(Notary Public)



(SEAL)

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between JR Holly Springs LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15-0665-0059, 15-0665-0024, and 15-0665-0056 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 14142 Page 2934, Book 14142 Page 2940, Book 14142 Page 2937, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Turner at Toonigh, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities.

This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20 _____

PROPERTY OWNER CORPORATION

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20 _____.

**PROPERTY OWNER
PARTNERSHIP**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____

PROPERTY OWNER
LIMITED LIABILITY CORPORATION
company

Name of LLC: JR Holly Springs LLC, A Georgia *Limited Liability Company*
Printed or Typed Name

By: *N.Q.C. EQUITY PARTNERS LLC, sole member*

By: _____
Signature *MANAGER*

Joseph E. Settle III
Typed or Printed Name

Title: *Manager*
(President or Vice President)



Attest: _____
Signature of Witness

David Kelly
Typed or Printed Name

Title: *Scay M. Charles*
(Notary Public)

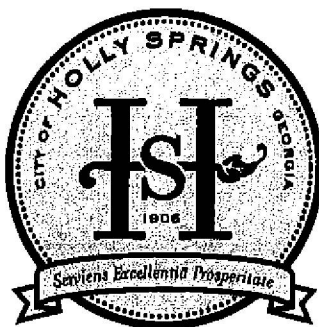
My Commission Expires May 25, 2020

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 5th day of March, 2021, by and between PSCA Holly Commons LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15-0115-0012 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 13205 Page 314, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Fawn Stokes Holly Springs, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 5th day of March, 20 21

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: FSGA Holly Corpnors LLC, A Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature

ROBERT DEAN DE FREITAS
Typed or Printed Name

Title: Managing Member
(President or Vice President)

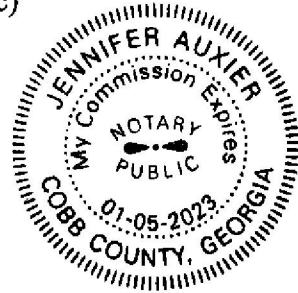
Attest: [Signature]
Signature of Witness

Michele L. Harry
Typed or Printed Name

Title: [Signature]
(Notary Public)

(SEAL)

HOLLY SPRINGS, GEORGIA



Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 16 day of November, 2020, by and between DD HSP, LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) Land Lot 561 + 562, 15th District, 2nd Section as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 14407 Page 667, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Linz Holly Springs, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 16th day of November, 20 20

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

Name of LLC: DD HSP, LLC A Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature
Mike Davis
Typed or Printed Name

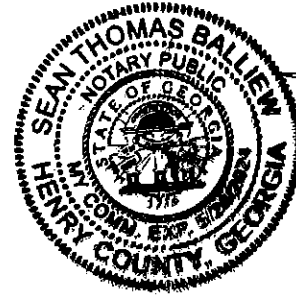
Title: President
(President or Vice President)

Attest: [Signature]
Signature of Witness
Lance Cheshaw
Typed or Printed Name

Title: Secretary
(Notary Public)

(SEAL)

HOLLY SPRINGS, GEORGIA



[Signature]
Sean Thomas
Ballieu

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 5TH day of NOV, 2021, by and between BRIGHT MEYERS-ESSER STORAGE II, LLC, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15-0115-0012 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 13205 Page 31, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as HOLLY SPRINGS STORAGE hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 5TH day of MAY, 20 21

PROPERTY OWNER
LIMITED LIABILITY CORPORATION

Name of LLC: FRANK MEYERS-SASSER STORAGE II, LLC ^{TEENESSEE} A Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature

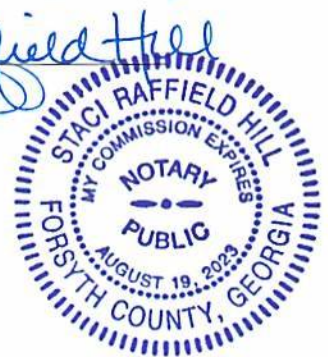
FRANK SASSER
Typed or Printed Name

Title: CHIEF MANAGER
(President or Vice President)

Attest: [Signature]
Signature of Witness

Neil Meyers
Typed or Printed Name

Title: Staci Raffield Hill
(Notary Public)



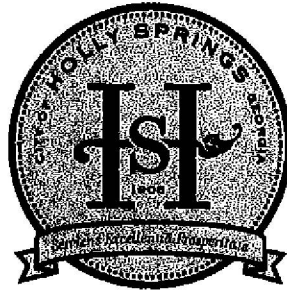
(SEAL)

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 24th day of November, 2020, by and between Wilson's Classic Homes, Inc., hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 15N20392 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 13519 Page 269, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Sagebrook Subdivision, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

MAINTENANCE AGREEMENT

SO AGREED this 27th day of November, 2020

PROPERTY OWNER CORPORATION

Name of Corporation: Wilson's Chess Homes, Inc., A Georgia Corporation
Printed or Typed Name

By: 
Signature

Attest: _____
Signature of Witness

Shawn W. Wilson, CFO
Typed or Printed Name

Typed or Printed Name

Title: CFO
(President or Vice President)

Title: _____
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)



STORMWATER FACILITY MAINTENANCE AGREEMENT CITY OF HOLLY SPRINGS, GEORGIA

THIS AGREEMENT, made and entered into this 6th day of January, 2021, by and between Heritage Homes of Georgia, hereinafter called the "Landowner", and the City of Holly Springs, Georgia, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) Parcel # 15-0517002 as recorded by deed in the land records of Cherokee County, Georgia, Deed Book 2881 Page 188-189, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Bridge Terrace, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for control of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Holly Springs, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels, or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The appropriate Maintenance Activity Schedule(s) and Stormwater Structural Control Maintenance Checklist(s) found in the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City, or shall forfeit any required bond, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Landowner's failure to maintain the facilities.

7. This agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. This Agreement shall be recorded among the land records of the Clerk of Superior Court of Cherokee County, Georgia prior to the final plat being recorded, and the final plat shall contain a reference to the deed book and page where the Agreement is recorded. This Agreement shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, including any homeowners association.
9. This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.
10. Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this 6th day of January, 20 21

PROPERTY OWNER
CORPORATION

Name of Corporation: Heritage House of Georgia, A Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature

Clay Kirkley
Typed or Printed Name

Title: VP Land Development
(President or Vice President)

Attest: [Signature]
Signature of Witness

Joey McDonald
Typed or Printed Name

Title: [Signature]
(Corporate Secretary or Corporate
Secretary Assistant)

(CORPORATE SEAL)

HOLLY SPRINGS, GEORGIA

Attest: _____
City Clerk

By: _____
Mayor

(CITY SEAL)

City of Holly Springs
City Council Work Session Meeting Minutes
April 12, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Jeff Wilbur, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Economic Development Director/Assistant City Clerk Erin Honea.

Mayor Miller called the Work Session to order.

Mayor Miller led the Pledge of Allegiance. Mayor Pro Tem Zenchuk gave the invocation.

Public Comment

City residents Amber Reits and her son, Eli, requested permission from Council to construct a Little Free Library in the City park located in Taylor's Farm subdivision. Council stated that they would like for the structure to be cemented in the ground and to work with staff regarding location of the structure.

City resident Teresa Herman presented a list of complaints against Cobb Industrial Inc., including excessive noise and lighting, and requested that trees removed be replanted.

City resident Roger McIver spoke in favor of DW-01-2021 on behalf of the Harmony on the Lakes Community Association. He reminded the Council that there is an agreement that was signed in 2006 restricting the parcel for 20 years to use only as a Montessori school, and that there will need to be an agreement between the developer and the Association before building can take place. Mayor Miller requested that this be included in the stipulations.

No action taken.

City Attorney Bobby Dyer announced that he received noticed that Tridium Associates has requested that the Supreme Court of Georgia hear the appeal of the condemnation for the structure formerly located at 95 Palm Street.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs
City Council Special Called Meeting Minutes
April 12, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Jeff Wilbur, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Economic Development Director/Assistant City Clerk Erin Honea.

Mayor Miller called the Special Called Meeting to order.

Councilwoman Barnett made a motion to amend the agenda to include Item #3: Approve/deny paying three months' salary to Chief Michael Carswell as part of his retirement and authorize the City Manager to approve and sign any release documents with Chief Carswell. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to amend the agenda to include Item #4: Approve/deny a resolution appointing Mandy Lynn to the Holly Springs Tree Commission. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve the Evidence and Property Custodian Job description. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a proposal from Foresite Group Inc. for Structural Wall Design & Town Center Hardscape/Landscape Revisions in an amount not to exceed \$13,500 and authorize the Mayor to execute the document. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve paying three months' salary to Chief Michael Carswell as part of his retirement and authorize the City Manager to approve and sign any release documents with Chief Carswell. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a resolution appointing Mandy Lynn to the Holly Springs Tree Commission. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ASAP

City of Holly Springs
City Council Work Session Meeting Minutes
April 19, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Jeff Wilbur, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, and Finance Director Denise Lamazares.

Mayor Miller called the Work Session to order.

No public comments.

No action taken.

Mayor Pro Tem Zenchuk made a motion to adjourn and enter into Executive Session for the purpose of Personnel. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs
City Council Business Meeting Minutes
April 19, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Jeff Wilbur, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, and Finance Director Denise Lamazares.

Mayor Miller called the Business Meeting to order.

Mayor Miller led the Pledge of Allegiance. Mayor Pro Tem Zenchuk gave the invocation.

Mayor Miller presented the Safe Digging Month proclamation to Phil Bell, Cobb EMC.

Mayor Pro Tem Zenchuk made a motion to remove Item 16 from the Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to add Item 16 to Unfinished Business. Councilman Whitaker seconded the motion. Motion carried 5-0.

Consent Agenda

1. March 1, 2021 Council Work Session Meeting Minutes
2. March 15, 2021 Council Work Session and Business Meeting Minutes
3. A resolution permitting the installation of a Little Free Library on public property
4. Professional Services Agreement Addendum No. 15 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia
5. Reinstatement of a Service Agreement between Clementine Creative and the City of Holly Springs, Georgia
6. A resolution declaring certain property as surplus and authorizing its sale or disposal
7. The donation of a 2014 Dodge Charger (VIN 2C3CDXAT9EH205990) to the Muscogee County School District

8. Estimate #1493 for partial demolition of Building B at 411 Hickory Road from Commercial Buildings & Doors, Inc. in an amount not to exceed \$34,250
9. Authorize BM&K, Inc. to execute a proposal from and engage Subsurface Utility Investigations, LLC for potholing to expose utilities at Ronnell Road and Holly Springs Parkway
10. An estimate for City Hall lobby improvements from Halo Restorations & Construction, LLC in an amount not to exceed \$10,650
11. An estimate for Public Safety Building lobby improvements from Halo Restorations & Construction, LLC in an amount not to exceed \$27,500
12. An estimate for Evidence Room improvements from Halo Restorations & Construction, LLC in an amount not to exceed \$12,500
13. Quote #PWCQ17895 from Playworld Preferred in an amount not to exceed \$33,466.33
14. ORD-02-2021, an ordinance to adopt the Official Zoning Map of the City of Holly Springs, Georgia
15. DW-01-2021, a design waiver from the requirements of Article 19: Design Guidelines for Model Zoning Districts for property located at South Village Square, Holly Springs, GA, tax parcel 001 of tax plat 15N20G

Mayor Pro Tem Zenchuk made a motion to approve the April 19, 2021 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve CUP-02-2021, a conditional use permit for a Massage Therapy Establishment for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14. Councilman Wilbur seconded the motion. Motion carried 3-2. Mayor Pro Tem Zenchuk and Councilman Whitaker opposed.

Mayor Pro Tem Zenchuk made a motion to approve the Platinum Package for a lake audit proposal from Aquatic Environmental Services, Inc. in an amount not to exceed \$1,600. Councilman Wilbur seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve awarding the 2021 Local Maintenance & Improvement Grant (LMIG) Asphalt Resurfacing Project (RFB #2021-01) to East Coast Grading, Inc. in an amount not to exceed \$258,028 and authorize the Mayor to execute the construction contract. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve MA-01-2021, rezoning of 5.926 +/- acres located off of Univeter Road, Holly Springs, GA, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential, and R-40, Single Family Residential Estate, to R-40, Single Family Residential Estate. Councilman Wilbur seconded the motion. Motion carried 3-2. Mayor Pro Tem Zenchuk and Councilman Whitaker opposed.

Mayor Pro Tem Zenchuk made a motion to approve an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Carison Court Improvements between Cherokee County, Georgia and the City of Holly Springs, Georgia. Councilman Wilbur seconded the motion. Motion carried 5-0.

Finance Director Denise Lamazares announced that the March financial report was in the packet.

City Attorney Robert M. Dyer announced that he would work with the Community Development Director to revise the City's massage therapy ordinance.

City Manager Robert H. Logan announced that it was Mayor Miller's birthday.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 4.701+/- acres, identified as tax parcel 134 of tax plat 15N26, Land Lot 254 of the 15th District of Cherokee County, from PDR, Planned Development Residential to GC, General Commercial; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Kevin Frazier, Wilson Development Group, LLC, requesting rezoning in the City of Holly Springs, Georgia, concerning 4.701+/- acres, identified as tax parcel 134 of tax plat 15N26, Land Lot 254 of the 15th District of Cherokee County, from PDR, Planned Development Residential to GC, General Commercial; 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 4.701+/- acres, identified as tax parcel 134 of tax plat 15N26, Land Lot 254 of the 15th District of Cherokee County, is hereby rezoned from PDR, Planned Development Residential to GC, General Commercial; and

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive, with 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.
2. All improvements to Hickory Flat Highway (State Route 140) shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Hickory Flat Highway, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
4. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.

5. The 50' undisturbed stream buffer shall be enforced. In addition, the 75' no impervious surface buffer shall be enforced as an undisturbed buffer. If additional plantings are deemed necessary, plant material shall be provided as approved by the City Arborist.
6. Trash pick-up and all deliveries shall be conducted no earlier than 7:00 a.m. and no later than 8:00 p.m.
7. Any amplified drive thru or outdoor public address speaker systems shall be required to minimize noise by:
 - a. Limiting speaker systems to a maximum sound level of 60 Db (decibels).
 - b. To all extents possible, all speaker systems shall be angled away from the Crest Brooke Subdivision.
 - c. Shall incorporate structural, as well as, vegetative sound barriers behind or in front of any amplified speaker systems. Appropriateness, design and location of such sound barrier structures to be approved by the Community Development Director.
8. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers.
9. Vegetative screening shall be installed within the 25' impervious stream buffer should the City Arborist determine that the appropriate screening is not in place. Vegetation shall be subject to approval by the City Arborist.
10. The following uses shall be prohibited on this site:
 - a. Adult Entertainment
 - b. Auto Laundry/Carwash Establishment
 - c. Auto Leasing Establishments
 - d. Auto Service Establishments
 - e. Automobile Sales-New
 - f. Automobile Sales-Used
 - g. Amusement parks
 - h. Animal hospitals/clinics with outdoor kennels
 - i. Boat Sales Facility
 - j. Bowling Alley
 - k. Cash, Check Cashing, and Pawn Establishments
 - l. Cellular phone towers
 - m. Emissions Testing Facilities
 - n. Gasoline Service Stations
 - o. Go-kart, motor bike track
 - p. Hotel and Extended Stay Facilities
 - q. Membership Club Warehouse
 - r. Outdoor Amusement Enterprises
 - s. Recreation Park
 - t. Tattoo Parlors and Body Piercing Establishments
 - u. Tire sales with outdoor storage

Section 3

This ordinance shall become effective May 17, 2021, 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 this 17th day of May, 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-01-2021, identified as tax parcel 134 of tax plat 15N26, located off of Holly Springs Parkway, to allow a “Multi-Tenant Building” in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Kevin Frazier, Wilson Development Group, LLC requesting a Conditional Use Permit CUP-01-2021 to allow a “Multi-Tenant Building” in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 4.701+/- acres, now or formerly known as tax parcel 134 of tax plat 15N26 is zoned GC, General Commercial; 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

A Conditional Use Permit for a “Multi-Tenant Building,” concerning 4.701+/- acres, identified as tax parcel 134 of tax plat 15N26, located off of Holly Springs Parkway, is hereby approved.

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive, with 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.
2. All improvements to Hickory Flat Highway (State Route 140) shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Hickory Flat Highway, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
4. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.
5. The 50' undisturbed stream buffer shall be enforced. In addition, the 75' no impervious surface buffer shall be enforced as an undisturbed buffer. If additional plantings are deemed necessary, plant material shall be provided as approved by the City Arborist.
6. Trash pick-up and all deliveries shall be conducted no earlier than 7:00 a.m. and no later than 8:00 p.m.

7. Any amplified drive thru or outdoor public address speaker systems shall be required to minimize noise by:
 - a. Limiting speaker systems to a maximum sound level of 60 Db (decibels).
 - b. To all extents possible, all speaker systems shall be angled away from the Crest Brooke Subdivision.
 - c. Shall incorporate structural, as well as, vegetative sound barriers behind or in front of any amplified speaker systems. Appropriateness, design and location of such sound barrier structures to be approved by the Community Development Director.
8. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers.
9. Vegetative screening shall be installed within the 25' impervious stream buffer should the City Arborist determine that the appropriate screening is not in place. Vegetation shall be subject to approval by the City Arborist.

Section 3

This ordinance shall become effective immediately upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs 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 date identified in Section 2 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.

Approved this 17th day of May 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **MA-02-2021**, applicant requests rezoning of 4.701 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26 from PDR, Planned Development Residential, to GC, General Commercial.

CUP-01-2021, applicant requests a conditional use permit for a Multi-Tenant Building for property located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26

DATE: April 29, 2021

COUNCIL MEETING DATE: May 3, 2021

STAFF ANALYSIS

Applicant, Kevin Frazier, Wilson Development Group, LLC, has requested rezoning for 4.701+/- acres located off of Hickory Flat Hwy, parcel 134 of tax plat 15N26, from PDR, Planned Development Residential to GC, General Commercial. The property is a part of the Crest Brooke Subdivision and was planned for commercial development at the time of zoning. A stipulation was placed on the property as follows:

Development shall have one commercial component as shown on the conceptual plan submitted and entitled "Hopkins Quarles Tract Zoning Site Plan" and dated July 15, 2016. Development is limited to those permitted uses allowed within the NC, Neighborhood Commercial district. Development shall conform to the design guidelines of the Hickory Road district as denoted in Article 19, Design Guidelines for Model Zoning Districts of the Holly Springs Zoning Ordinance.

The development proposed consists of two stand-alone restaurants with drive-thru service and a multi-tenant building consisting of a restaurant with drive-thru service and additional commercial and/or office space. See the attached conceptual plan. The drive-thru segment of the restaurants would not be permitted under the existing stipulation since they are not permitted in the NC zoning district.

In addition, the applicant is requesting approval for a Conditional Use Permit for the Multi-Tenant Building. This approval is required regardless of whether the zoning district remains PDR or is changed to GC. The Conditional Use Permit also functions independently of the approval for zoning since it is a use that can be permitted by City Council in each district.

At the March Planning Commission meeting, the application was tabled until a traffic study was conducted and received by the City. The study is attached to this packet; however, the key findings are as follows:

The overall impacts of the development and potential mitigation recommendations are summarized below:

SR 140 Hickory Flat Hwy at White Column Blvd/Driveway 1 (full access)

- During the build conditions, this intersection continues to operate at an acceptable level of service during both peak periods.
- The NB approach from the residential development continues to operate at the same level of service as in the existing conditions.
- Right-turn and left-turn lanes are warranted for this driveway location.
- GDOT will require Intersection Control Evaluation (ICE) analysis as part of the driveway permit process.

SR 140 Hickory Flat Hwy at Entrance 2 (Right In Right Out)

- During the build conditions, this intersection continues to operate at an acceptable level of service during both peak periods.
- No mitigation is required as part of this development.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	PDR	NORTH:	Crest Brooke Subdivision
SOUTH:	R-40/OI/GC (County)	SOUTH:	SFR/Commercial/
EAST:	GC	EAST:	Commercial Development
WEST:	PDR	WEST:	Crest Brooke Subdivision

B. Zoning Proposal Review Standards; Study Required for Amendment

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

The use is an allowed use by the issuance of a Conditional Use Permit in the GC zoning district. Granting this permit would allow a use compatible with the surrounding area development.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

Adjacent property and property across Hickory Flat Hwy are developed with commercial uses including restaurants. The existing uses and usability would not be affected. The entrance would be separate from the subdivision.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The property could be developed with the permitted uses within the NC zoning district.

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

This request results in additional use of utilities and streets. There is an existing entrance located on the southeast side of the property. A proposed entrance located at the intersection of White Columns Blvd and Hickory Flat Hwy, as well as any improvements along the right-of-way, will need to be approved by the Georgia Department of Transportation (GDOT). The proposed development will have no impact on the local school system. At the request of Planning Commission, a traffic study was conducted as stated previously indicating that right and left turns lanes are warranted.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

This property is planned for development within the Traditional Neighborhood Development character area. This character area corresponds with residential blocks within the originally settled area of Holly Springs, surrounding the town center, and within portions of newly created communities designed under a neotraditional or mixed-use framework. A key characteristic of the traditional neighborhood is the rectangular or square block, lot, and street pattern, as developmentally possible due to geography and terrain. Acceptable uses are primarily single-family residences (stick-built, excluding manufactured homes) and some civic/institutional uses such as churches. Some other forms of housing such as duplexes and accessory apartments and townhouses may be permitted. Furthermore, neighborhoods serving retail and service uses may also be approved.

Application: Existing and new single-family residential neighborhoods with or without a mixed-use component.

Primary Future Land Uses: Single-family residential with neighborhood commercial, office, and government uses, and parks, recreation, greenways, and trails.

Zoning Districts: PD-R, TND, NC, OI, GV, MXD-1, MXD-2

This property was put into the TND character area primarily because it was already zoned PDR with a commercial component already included. While the zoning of GC is not included within this category, the property is adjacent to commercial developments that are zoned GC.

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

This zoning proposal and conditional use permit request is in conformity with the policies and intent of the Comprehensive Plan. The request is consistent with the City's "Future Land Use Map" which projects commercial uses for the immediate area. Furthermore, the proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Commercial Uses. Use the character areas and the Future Land Use Map (FLUM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities (16.1, #1).**
 - b) **Land Use Decisions. Use the Future Land Use Map (FLUM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals (16.1, #20).**
7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

All development will be required to comply with federal, state, and local regulations.

8. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Recent surrounding development has consisted largely of commercial and single-family residential uses. Additional commercial development would provide additional services for the area.

C. Conditional Use Proposal Review Standards

Under Attachment B in the application, the City asks each CUP applicant to complete 16 questions related to the proposed use. The applicant has completed these questions and they are attached in the Conditional Use Permit application.

The Conditional Use Permit for a Multi-Tenant Building requires the following regulations to be met:

5.4-32 Multi-Tenant Building. A Multi-Tenant Building is a retail structure under common ownership or management located on one commercially zoned lot containing more than one suite or entity. Multi-tenant buildings shall contain no less than 2,500 gross square feet up to a maximum of **15,999** gross sq. ft., with suites no less than 600 gross square feet each. The purpose of this Section is to mitigate the negative effects of loitering, blight, bright lights, noise, traffic, and impervious surfaces, to promote diverse economic uses, and to ensure compatibility with adjacent uses and surrounding neighborhoods and businesses. In addition to an application for a conditional use permit, the applicant shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) Multi-Tenant Buildings shall exist on a tract no less than one (1) acre in area.
- b.) Individual suites shall be in no event less than 600 square feet in size each.
- c.) The maximum gross square footage permitted for multi-tenant buildings may be applied toward one multi-tenant building or multiple shopping center/multi-tenant structures on the parcel. In no event, however, shall an average of less than one (1) acre per structure on the total site be permitted. All required setbacks in the respective zoning districts shall also be enforced.
- d.) The Multi-Tenant Building shall include features which provide for a proper transition from more sensitive land uses and incorporate buffering methods to separate commercial activities such as loading, lighting, and trash collection.
- e.) The design of the Multi-Tenant Building shall reflect the concept that it has been planned as a group of organized uses and structures.
- f.) The Multi-Tenant Building and all buildings, signs and landscaping in relation thereto shall be designed with similar architectural styles, similar exterior building materials, and coordinating landscaping themes.
- g.) Management of the Multi-Tenant Building shall make provisions for consistent maintenance, reciprocal access and reciprocal parking.
- h.) Vehicle and pedestrian access to the Multi-Tenant Building shall be coordinated and logically linked to provide a comprehensive circulation system.
- i.) Submitted with the conditional use permit request to construct a multi-tenant building, applicants must conduct a study evaluating the need for the location and an inventory of structures with comparable square footage in a two (2) mile radius of the proposed location. This inventory must include the status of availability for these structures and an analysis on the feasibility of occupying a pre-existing structure.
- j.) All exterior building elevations visible from public streets, right-of-way and/or customer parking areas shall be designed so that there are no expanses of blank walls. Façade design characteristics should vary every 50 feet, or fraction thereof. Each suite should have a unique design, with the same design not repeating. All walls visible from the roadway or parking areas

shall be broken up through the use of trellises, arcades, false windows, archways, landscaping, storefront, or recessed panels reminiscent of window, door, or colonnade openings. This requirement can also be met by employing the use of architectural features including but not limited to the following: doors, windows, pilasters, columns, horizontal and vertical offsets, material and color variations, decorative cornices, awnings, and canopies. Building mass shall be broken up to give the appearance of multi-tenant occupancy or places of business, presenting a thematic village appearance. Additionally, distinct architectural entry identity for individual tenant entrances shall be provided. In order to assure conformance with this requirement, exterior building elevations must be reviewed and approved as a part of the overall final site plan review process.

- k.) A minimum of three (3) different materials shall be used for all building elevations. The primary front building façade materials shall consist of stone, brick, glass, ornamental metal, architectural precast (panels or detailing), and/or architectural metal panels. Remaining facades shall be of architectural treatments of glass and brick, stone, architectural block, stucco, and wood, with combining these finishes both allowed and encouraged. All facades must be made up of a minimum of 75% brick and/or stone when visible from city-maintained right-of-way and 50% brick and/or stone when not visible from city-maintained right-of-way. Exterior colors and designs should be of earthen tones when the structure has frontage visible from properties with residential uses.
- l.) All customer entrances located along the front façade, including those of neighboring smaller tenants, shall be clearly defined and highly visible and add aesthetically pleasing character to the buildings.
- m.) The structure shall be required to face and have its main entrance located on the side of the building, which faces a public street. In cases where a structure may face more than one public street, the building shall face the street, which is of the highest classification. Main entrances will also be allowed on the corner of a building, which faces two streets. No loading docks, overhead service doors, or trash collection bins may be placed on, or adjacent to any façade, which faces a public street.
- n.) The building shall include architectural features that contribute to visual interest at the pedestrian scale. Pedestrian accessibility, safety, and convenience shall be provided to reduce traffic impacts and enable the development to project a friendly inviting image. Customer drop off and pick up points that may be provided should also be integrated into the design and should not conflict with traffic lanes or pedestrian paths.
- o.) The owner of the zoning lot shall prepare a traffic management plan, which identifies the traffic problems that will be generated by development on the premises and which presents reasonable solutions to those problems. The plan must be prepared by a qualified professional traffic planner at no cost to the city, and it must be approved by the city engineer prior to the approval of the preliminary site plan or the issuance of a land disturbance permit or building permit, whichever occurs first.

- p.) The owner of the zoning lot shall prepare a water management plan which identifies the water management problems that will be generated by development on the premises and which presents reasonable solutions to those problems. The plan must be prepared by a qualified professional engineer at no cost to the city, and it must be approved by the city engineer prior to the approval of the preliminary site plan or the issuance of a land disturbance permit or building permit, whichever occurs first.
- q.) All rooftop equipment, such as HVAC units, shall be screened from public view on all sides by parapets, dormers, or other screens. The material of all structures used to screen rooftop equipment shall be consistent with the exterior materials used on the façade of the structure. Where flat roofs are present the parapet shall not exceed an average height equal to 15% of the height of the supporting wall and shall not at any point exceed a height equal to 30% of the supporting wall.
- r.) Architectural design requirements, (d) through (l), Section 19.8-7 of Article 19 of the Zoning Ordinance shall also be met for multi-tenant buildings.
- s.) Should the multi-tenant building become vacant, the following action shall be taken:
1. Owner must continue to maintain the property, including the continual care of: lawns, landscape areas, vehicular use areas, driveways, and all other sections of the tract requiring similar attention;
 2. The multi-tenant building structure must also be maintained. The owner must replace broken windows, paint, and continue the general repair, maintenance, and upkeep of the interior and the exterior of the structure. Windows and doors shall not be boarded or secured with opaque materials. The structure must continue to appear occupied from public roads and not abandoned. Interior lighting and parking lot lights must continue to operate;
 3. Should the multi-tenant building remain vacant for one (1) calendar year, the owner must provide a progress report to the City. Each calendar year thereafter, the owner shall submit a progress report. The progress report shall contain occupancy prospects, lease intentions, and timelines for accomplishing these tasks.
 4. Should the owner of the multi-tenant building occupy a suite(s) with a tenant that fails to remain in business for twelve (12) consecutive months, for the purposes of this article, the City will not consider the structure “occupied” from the time beginning when the structure originally became vacant. Otherwise, should the subsequent tenant(s) occupy the structure, remaining in business for more than twelve (12) consecutive months, the structure shall be considered fully occupied.
 5. After two (2) consecutive calendar years beginning from the date of abandonment, the owner must occupy the multi-tenant building with a permanent tenant(s) accompanied with a lease term of no less than five (5) years. For these purposes, a “permanent tenant” must possess a lease of not less than five (5) years and must remain in business for at least twelve (12) consecutive months. Should the owner fail to meet this requirement, the Zoning

Administrator shall notify the owner of noncompliance in writing. In this notice, the Zoning Administrator shall establish a hearing date for the Mayor and Council of the City of Holly Springs to consider condemnation action against the unoccupied structure. The public notice and procedures of the public hearing shall adhere to Article 14 of this ordinance.

6. The City of Holly Springs shall determine “occupancy,” “vacancy,” and being in “business” in accordance with dates recorded by the various licensure issued by the City including but not limited to: occupational tax permit, certificate of occupancy, and zoning compliance certificate. See also “Article 12: Non-Conforming Uses” of this ordinance.
 7. Failure to comply with these regulations will result in penalties as established by this ordinance.
- t.) In no event shall a multi-tenant building structure be subdivided into suites smaller than 600 gross square feet each.
 - u.) When in conflict with a separate City code or article, the most stringent requirement shall apply.
 - v.) For projects that include a multi-tenant building adjoining (attached or detached) a Big Box Commercial Retail Structure, compliance with Section 5.4-10 is required. The gross square footage of an adjoining Big Box Commercial Retail Structure (attached or detached) shall not be subtracted from the total gross square footage permitted for the multi-tenant building as regulated by this section.
 - w.) Regardless of the gross square footage permitted by this section, multi-tenant buildings and adjoining structures must be situated and designed for respective sites so as not to overcrowd land, which includes providing: adequate parking, required landscaping, buffers, trees, undisturbed areas, and all other site requirements mandated by the Code of the City of Holly Springs.
 - x.) For an individual freestanding structure occupying more than 10,000 gross square feet, see “Big Box Commercial Retail Structures,” Section 5.4-10.
 - y.) For structures 13,000 gross square feet or greater containing multiple suites and/or tenants, see “Planned Shopping Centers,” Section 5.4-36.”

C. Summary

Adjacent and nearby property is zoned GC. Although the current zoning restricts the uses to that of NC, GC zoning with restrictions could accomplish the same purpose. The proposed conditional use permit request for a Multi-Tenant Building is an allowed use within the GC, General Commercial zoning district, subject to compliance with the applicable regulations. Surrounding zoning and land use is compatible with the proposed land use.

D. Planning Commission Recommendation

Planning Commission conducted a public hearing on April 15, 2021. Public comments expressed concerns with lighting, traffic, and the impact of the drive-thru restaurants. Planning Commission voted to recommend **DENIAL** of the rezoning request (3-1) and **DENIAL** of the conditional use permit request (3-1).

E. Staff Recommendation

Staff recommends **APPROVAL** to rezone 4.701+/- acres, to **GC, General Commercial** with the following stipulations:

1. Lighting shall be environmentally sensitive, with 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.
2. All improvements to Hickory Flat Highway (State Route 140) shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Hickory Flat Highway, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
4. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.
5. The 50' undisturbed stream buffer shall be enforced. In addition, the 75' no impervious surface buffer shall be enforced as an undisturbed buffer. If additional plantings are deemed necessary, plant material shall be provided as approved by the City Arborist.
6. Trash pick-up and all deliveries shall be conducted no earlier than 7:00 a.m. and no later than 8:00 p.m.
7. Any amplified drive thru or outdoor public address speaker systems shall be required to minimize noise by:
 - a. Limiting speaker systems to a maximum sound level of 60 Db (decibels).
 - b. To all extents possible, all speaker systems shall be angled away from the Crest Brooke Subdivision.
 - c. Shall incorporate structural, as well as, vegetative sound barriers behind or in front of any amplified speaker systems. Appropriateness, design and location of such sound barrier structures to be approved by the Community Development Director.
8. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers.

9. Vegetative screening shall be installed within the 25' impervious stream buffer should the City Arborist determine that the appropriate screening is not in place. Vegetation shall be subject to approval by the City Arborist.
10. The following uses shall be prohibited on this site:
 - a. Adult Entertainment
 - b. Auto Laundry/Carwash Establishment
 - c. Auto Leasing Establishments
 - d. Auto Service Establishments
 - e. Automobile Sales-New
 - f. Automobile Sales-Used
 - g. Amusement parks
 - h. Animal hospitals/clinics with outdoor kennels
 - i. Boat Sales Facility
 - j. Bowling Alley
 - k. Cash, Check Cashing, and Pawn Establishments
 - l. Cellular phone towers
 - m. Emissions Testing Facilities
 - n. Gasoline Service Stations
 - o. Go-kart, motor bike track
 - p. Hotel and Extended Stay Facilities
 - q. Membership Club Warehouse
 - r. Outdoor Amusement Enterprises
 - s. Recreation Park
 - t. Tattoo Parlors and Body Piercing Establishments
 - u. Tire sales with outdoor storage

Staff recommends **APPROVAL** of the conditional use permit for a **Multi-Tenant Building** with the following stipulations:

1. Lighting shall be environmentally sensitive, with 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.
2. All improvements to Hickory Flat Highway (State Route 140) shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
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 - c. Shall incorporate structural, as well as, vegetative sound barriers behind or in front of any amplified speaker systems. Appropriateness, design and location of such sound barrier structures to be approved by the Community Development Director.
8. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers.
9. Vegetative screening shall be installed within the 25' impervious stream buffer should the City Arborist determine that the appropriate screening is not in place. Vegetation shall be subject to approval by the City Arborist.

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision. The Holly Springs City Council makes the final decision on all rezoning applications at their regularly scheduled meeting. Any site plan submitted as a part of this application is not considered approved and must go through the normal civil site plan review by the City of Holly Springs Community Development Department to ensure compliance with City regulations.*

MA-02-2021
CUP-01-2021
Location Map
Annexation Request
CUP Request



0 250 500 750 1,000
Feet

Parcel Requesting Conditional Use Permit and Rezoning

Holly Springs Zoning 2021

	AG- Agricultural		PDR- Planned Development Residential
	R-40- Single Family Residential Estate		HDMFR- High Density Multi-Family Residential
	R-20- Single Family Residential		GC- General Commercial
	RD-20- Single Family and Duplex		NC- Neighborhood Commercial
	RD-3- Single Family Residential		OI- Office Institutional
	PUD- Planned Unit Development		GV- Governmental
	TND- Traditional Neighborhood Development		LI- Light Industrial
			MXD- Mixed Use Overlay
			Parcels
			Roads

Field Crest St

Dekalb Way

E Point Dr

East Cherokee Dr

Hickory Flat Hwy

White Columns Blvd

East Cherokee Dr

MA-02-2021

Streets

Parcels 2021

ZONING

AG- Agricultural

R-80- Estate Residential

R-40- Single Family Residential Estate

R-20- Single Family Residential

RD-20- Single Family and Duplex

RD-3- Single Family Residential

PUD- Planned Unit Development

TND- Traditional Neighborhood Development

PDR- Planned Development Residential

HDMFR- High Density Multi-Family Residential

GC- General Commercial

NC- Neighborhood Commercial

OI- Office Institutional

GV- Governmental

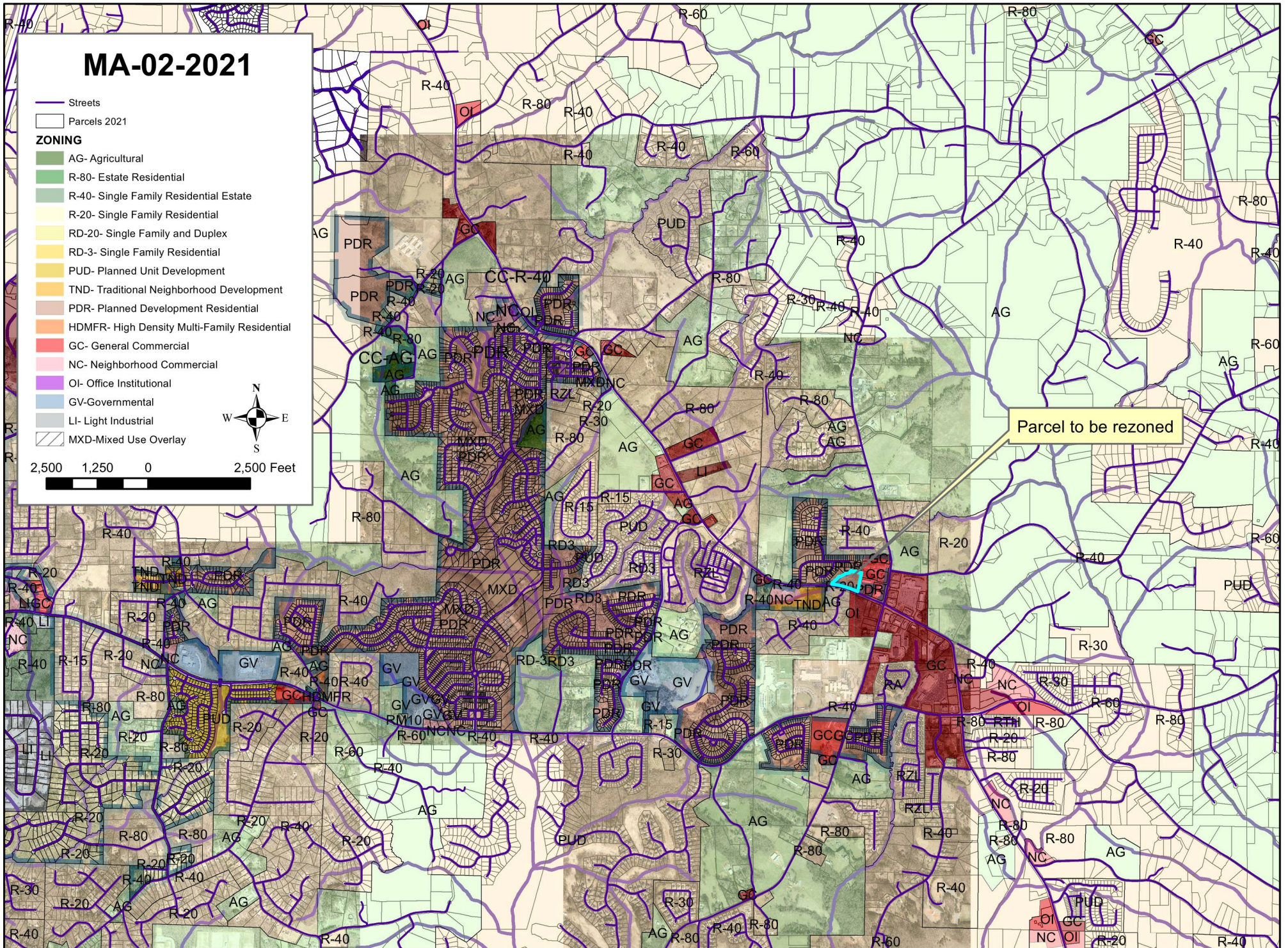
LI- Light Industrial

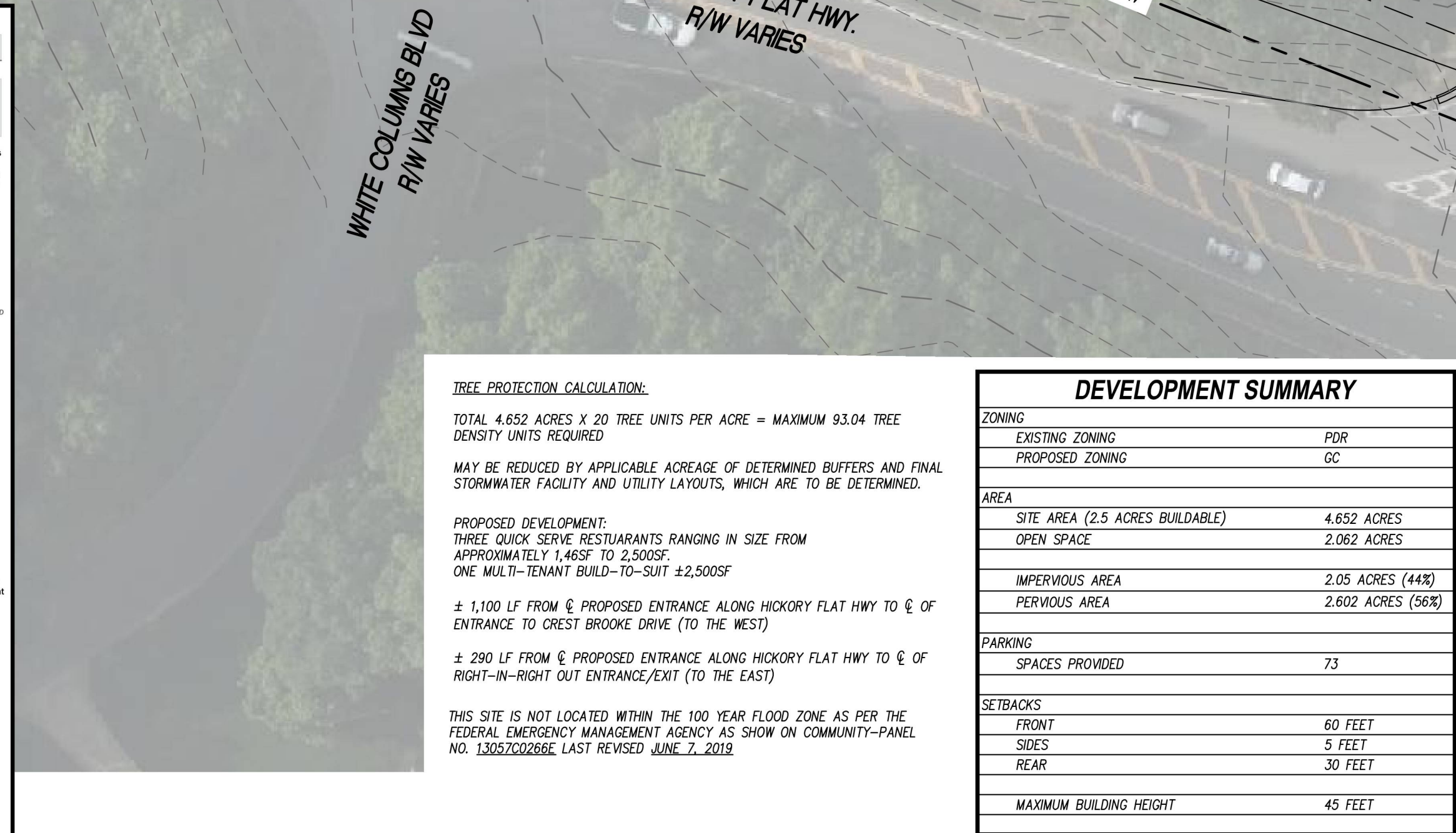
MXD- Mixed Use Overlay



2,500 1,250 0 2,500 Feet

Parcel to be rezoned

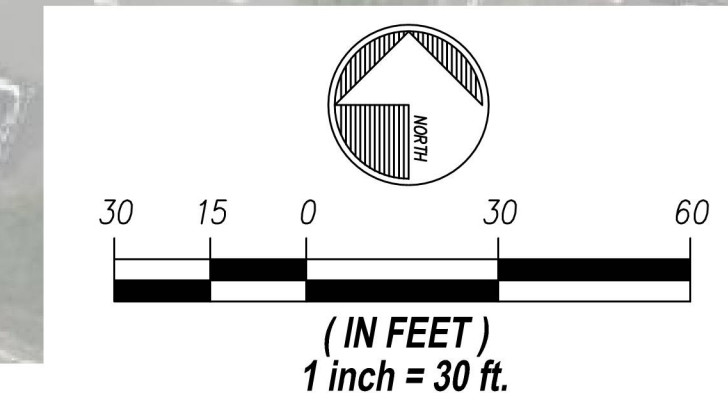




DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	PDR
PROPOSED ZONING	GC
AREA	
SITE AREA (2.5 ACRES BUILDABLE)	4.652 ACRES
OPEN SPACE	2.062 ACRES
IMPERVIOUS AREA	2.05 ACRES (44%)
PERVIOUS AREA	2.602 ACRES (56%)
PARKING	
SPACES PROVIDED	73
SETBACKS	
FRONT	60 FEET
SIDES	5 FEET
REAR	30 FEET
MAXIMUM BUILDING HEIGHT	45 FEET

**EXISTING INFORMATION IS BASED ON GIS.
PLAN MAY CHANGE UPON RECEIPT OF SURVEY.**

24 HOUR CONTACT:
KEVIN FRAZIER
404-459-8471



GEORGIA811
Utilities Protection Center, Inc.

**Know what's below.
Call before you dig.**

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

ZONING PLAN

LAND LOT 254
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS, GEORGIA

OWNER/DEVELOPER

**WILSON DEVELOPMENT GROUP
3715 NORTHSIDE PARKWAY N.W.
BUILDING 400, SUITE 515**

GSWCC CERTIFICATION NUMBER:
EXPIRATION DATE:



REVISIONS

ZONING PLAN

Z100

19067 ZONING PLAN.DWG



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Application Procedures, See p. 8



APPLICATION MA-_____

APPLICATION CUP-_____

HEARING DATE_____

DATE OF APPLICATION 01/29/2021

APPLICANT Kevin Frazier

OWNER FR Peachtree, LLC
(If other than applicant)

Wilson Development Group, LLC

ADDRESS 3715 Northside Pkwy, NW
Bld 400 Suite 515
Atlanta, GA

ADDRESS 2849 Paces Ferry Rd, SE
Atlanta, GA

ZIP CODE 30327 PHONE (_____) _____

ZIP CODE 30339 PHONE (_____) _____

EMAIL kevin@wilsondevelopmentgroup.com

SIGNATURE _____

SIGNATURE _____

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) PDR

REQUESTED ZONING DISTRICT GC

REQUESTED CONDITIONAL USE(S) Multi-Tenant Building

PROPERTY LOCATION/ADDRESS 6103 Hickory Flat Hwy, Canton, GA 30115

MAP NUMBER 15N26

PARCEL NUMBER(S) 134

LAND LOT(S) 254

DISTRICT(S) 15th SECTION(S) 2nd

ACREAGE 4.701 SEWAGE DISPOSAL TYPE Sewer UTILITIES AVAILABLE Water, Sewer, etc.

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____
The proposed development consists of three retail buildings. Two of the buildings are proposed
to be restaurant with drive-thru service and an drive thru on the multi-tenant building.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ☒ WARRANTY DEED
- ☒ TAX DOCUMENTATION
- ☒ SURVEY PLAT BY REGISTERED SURVEYOR
- ☒ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
INDIVIDUAL FOLDED TO 8.5"x11" (SEE p.7 FOR REQUIREMENTS)
- ☒ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ☐ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ☐ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ☒ FILING FEES \$ 1,000.00 RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? The proposed development is a continuation of the existing retail development to the east. The property will be buffered from the existing residential to the west by the existing stream and forested area. There will not be common access with the existing residential.

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? This zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property. The proposed development is compatible with the existing adjacent development to the east, and provides retail and restaurants to serve the nearby residential developments. There will not be any common access with the existing residential.

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? The current zoning is residential and is not a reasonable economic use for the property.

(4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools? The proposed use will not cause a burdensome impact on existing streets, transportation facilities, utilities, public safety, or schools.

(5) Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)? The proposed zoning is in substantial conformity with the policy and intent of the adopted Future Development Map.

(6) Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents? The proposed zoning is in substantial conformance with the policies, objectives, and vision set forth by the Comprehensive Plan and other policy documents.

(7) Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity? The proposed development will meet all regulations to control erosion, sediment, flooding, air quality, and water quality and quantity which should result in minimal impact to the environment.

(8) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? The proposed rezoning will provide retail and restaurant services for the growing residential in the area, and is consistent with the character map of existing commercial in this corridor.

Per 14.5-7 of the City of Holly Springs Zoning Ordinance, **Applicant Report for Rezoning and Conditional Use Permit Requests**, as relevant and determined by the Zoning Administrator, all applicants must submit the following in addition to any standing requirements for requests for zoning changes*:

1. A plan of the general location of the proposed buildings by reference to a plan or drawing and an indication of the use to be made of each and every building;
2. Architectural, façade and materials to be utilized as compared to the zoning requirements for the current and proposed zoning district;
3. The percentage of development maintained as open space and/or recreation areas and impervious surfaces;
4. If application exceeds 150 residential units and/or exceeds 100,000 square feet of commercial area, the applicant is required to submit a transportation impact study to be designed by an appropriate transportation professional;
5. Preliminary tree protection plan and buffer standards;
6. Preliminary storm water retention plan.

*Per 14.5-8 of the City of Holly Springs Zoning Ordinance, **Application Submittal Requirements Waived**, When determined by the Community Development Director to be unnecessary or irrelevant to the application submitted, the requirements listed in this section may be waived; however, if determined to be of significant importance to the decision process at any time after the application has been accepted, the Community Development Director, Planning Commission, or City Council may request the submission of these items or other information as deemed relevant during the decision making process.

Complete the following section, if applicable.

Residential

Minimum house size: _____ sq. ft.

Exterior façade: _____

Maximum number of units: _____

Anticipated start date: _____

Anticipated completion date: _____

Commercial

Number of buildings: 3 _____

Maximum square footage: 15,000 _____ sq. ft.

Number of stories: 1 _____

Total number of employees: _____

Exterior façade: _____

Anticipated start date: _____

Anticipated completion date: _____

ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ☒ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES ☒ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES ☒ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES ☒ NO

2/3/2021
DATE

FRIZ RYBERT
APPLICANT NAME PRINTED

T. - 215 - 1
APPLICANT SIGNATURE



1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5. Multi-tenant building will comply with all municipal requirements.
2. State the proposed business name, brand, flag, and/or franchise. Multi-tenant building will consist of a restaurant with a drive-thru, a sandwich shop, and the balance will be occupied by general retail use, service, and/or Medical Office.
3. Explain in detail what services the proposed conditional use business will provide. Breakfast, Lunch, and Dinner dining options. General retail, doc in the box, physical therapy, and/or optical retail/office.
4. Has a business plan or model been completed for this proposed conditional use business? Yes, the users for the proposed multi-tenant building have specifically targeted this intersection as the location of their expansion efforts, and have run various store impact and sales forecast analyses to justify this area as a suitable location for a new store(s)
5. Why was this specific location chosen for this proposed establishment? Proximity to existing retail, stores sales volumes for restaurants, proximity to residential growth/new home starts, traffic counts, proximity to schools, school system, national brand presence, and ability to provide location for everyday needs close to their consumer base.
6. What is the projected date that the proposed conditional use business will open? Q4 2021
7. How many employees are expected to work at the proposed conditional use business? Unknown at present, but the business will create up to 150 new jobs. These wouldn't all be on site at once, but would comprise the total workforce through various operating shifts.
8. What are the expected hours of operation for the proposed conditional use business? 7AM – 11PM
9. What licensing requirements, if any, are mandated by the state for this business to operate? Do the proprietors of this business already possess these credentials? Unknown at present

10. Does the proposed conditional use business conform with the nearby uses already in existence? Yes, proposed multi-tenant building is a continuation of the retail already present on the parcel immediately adjacent to this site, and would also be bringing new national and regional brands into the market.

11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available? Yes. Prospective tenants employ a number of different global consulting firms that provide the data to justify new locations based on a number of different variables including but not limited to: proximity of existing retail, national tenant presence, school district, daytime and evening population, residential growth, existing store sales strength.

12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties? No, multi-tenant building will be occupied by users consistent with the level of retail currently in the corridor, and present on the parcel immediately adjacent to this development. In addition, site will be employing ample buffering between itself, and nearby residential.

13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence? Users are similar to retail currently located in the market, these users will be opening their first locations in the market, and will be new uses for the Hickory Flat Hwy & E Cherokee Dr intersection.

14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area? Yes, as mentioned previously, proposed retail is consistent with the level of retail in that immediate commercial corridor, and will be a complementary use to the existing commercial as well as the growing residential population by providing additional dining options, as well as meeting everyday needs via service and general retail not currently found at that intersection.

15. Will the business have adequate facilities and parking to accommodate the proposed use? Yes, parking will be self-contained on site.

16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile? N/A

Rec: \$22.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

Return to:

Sams, Larkin, Huff & Balli, LLP
Attn: Joel L. Larkin, Esq.
376 Powder Springs Street, Suite 100
Marietta, GA 30064
(770) 422-7016
www.slhb-law.com

AFTER RECORDING RETURN TO ③
GEORGE C. CALLOWAY, ESQ.
SPECIALIZED TITLE SERVICES, INC.
6133 PEACHTREE DUNWOODY ROAD NE
ATLANTA, GEORGIA 30328
(770) 394-7000 STS FILE NO 1165-0841

State of Georgia

County of Cherokee

QUITCLAIM DEED

THIS INDENTURE, made as of the 10th day of January, 2018, between **HICKORY FLAT, LLC**, a Georgia limited liability company ("Grantor"), and **FR PEACHTREE, LLC**, a Georgia limited liability company ("**Grantee**") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

W I T N E S S E T H, T H A T:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has remised, conveyed and quitclaimed, and by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, all of Grantor's right, title and interest in and to that certain tract or parcel of land lying and being in Cobb County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"), together with all of the right, title and interest of Grantor, if any, in and to (a) any gaps and gores between the Property and tracts of land adjacent to the Property, and (b) any appurtenant easements and/or rights-of-way adjacent to the Property.

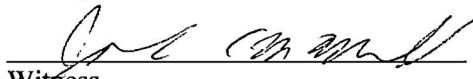
TO HAVE AND TO HOLD the said described property to the said Grantee, so that said Grantor shall not at any time, by any means or ways, have, claim or demand any right or title to the said described property.

Rec: \$22.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

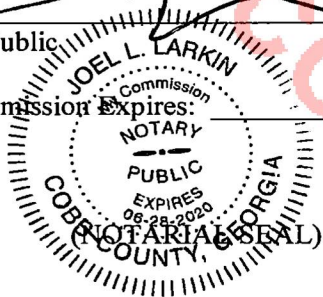
IN WITNESS WHEREOF, the Grantor has duly signed and sealed this Quitclaim Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness

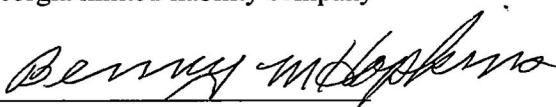

Notary Public

My Commission Expires:



GRANTOR:

HICKORY FLAT, LLC
A Georgia limited liability company

By: 

Benny M. Hopkins, Manager

[SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION

Tract 1, Tract 1A, Tracts 2 and Tract 3

All of that tract or parcel of land lying and being in Land Lots 250, 251, 254 & 255 of the 15th District, 2nd Section, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To find the **Point of Beginning** commence at the most northerly margin of the mitered intersection formed by the westerly right-of-way line of East Cherokee Drive, f/k/a Hickory Flat-Mt. Zion Church Road (variable r/w) with the northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and proceed South 68°48'01" West along said miter for a distance of 25.08 feet to an iron pin found (1/2" rebar) on said northerly right-of-way line of Hickory Flat Highway (80' r/w); thence in a northwesterly direction along said northerly right-of-way line of Hickory Flat Highway (80' r/w) the following courses and distances:

1. North 66°51'55" West for a distance of 467.57 feet to a point;
2. North 67°52'26" West for a distance of 176.46 feet to iron pin found (1/2" rebar);
3. North 67°14'49" West for a distance of 104.08 feet to a point;
4. 512.45 feet along the arc of a curve to the Left, said curve having a radius of 2130.33 feet and being subtended by a chord of North 74°08'17" West, 511.21 feet to an iron pin found (1/2" rebar);
5. 46.85 feet along the arc of a curve to the Left, said curve having a radius of 2130.33 feet and being subtended by a chord of North 81°39'33" West, 46.84 feet to a point where said right-of-way intersects the centerline of a creek and the **Point of Beginning**.

From the **Point of Beginning** thus established and continuing along the northerly right-of-way line of Hickory Flat Highway (80' r/w) the following courses and distances:

1. 161.77 feet along the arc of a curve to the Left, said curve having a radius of 2130.33 feet and being subtended by a chord of North 84°27'52" West, 161.74 feet to iron pin found (1/2" rebar);
2. 14.97 feet along the arc of a curve to the Left, said curve having a radius of 1534.90 feet and being subtended by a chord of North 86°55'10" West, 14.97 feet to a point;
3. 94.19 feet along the arc of a curve to the Left, said curve having a radius of 1534.90 feet and being subtended by a chord of North 88°57'24" West, 94.18 feet to a point;
4. South 89°17'07" West for a distance of 388.04 feet to a point;
5. South 89°17'07" West for a distance of 161.77 feet to a point;
6. 76.36 feet along the arc of a curve to the Right, said curve having a radius of 2847.73 feet

EXHIBIT "A" (Cont'd.)

and being subtended by a chord of North 89°56'47" West, 76.36 feet to a point;

7. 61.02 feet along the arc of a curve to the Right, said curve having a radius of 2847.73 feet and being subtended by a chord of North 88°33'52" West, 61.02 feet to an iron pin placed (1/2" rebar w/cap);

thence departing said northerly right-of-way line of Hickory Flat Highway (80' r/w) and proceed North 00°23'53" East for a distance of 2130.08 feet to an iron pin found (1" open top pipe) on the northerly line of Land Lot 250 (said line being common to Land Lots 183 & 250); thence South 85°46'45" East along said northerly line of Land Lot 250 (said line being common to Land Lots 183 & 250) and the northerly line of Land Lot 251 (said line being common to Land Lots 182, 183 & 251) for a distance of 705.99 feet to a point inside a 51" poplar tree with "X" marked on south side on the northerly line of Land Lot 251; thence South 87°00'04" East along said northerly line of Land Lot 251 (said line being common to Land Lots 182 & 251) for a distance of 155.88 feet to an iron pin found (1/2" rebar); thence departing said northerly line of Land Lot 251 and proceed South 02°10'38" West for a distance of 162.89 feet to an iron pin found (1/2" rebar); thence South 02°10'11" West for a distance of 1206.07 feet to an iron pin found (1/2" rebar); thence South 89°57'38" East along the northerly line of Land Lot 254 (said line being common to Land Lots 251 & 254) for a distance of 923.15 feet to an iron pin placed (1/2" rebar w/cap); thence South 09°44'05" West for a distance of 439.64 feet to a point in the centerline of a creek; thence along the centerline of said creek the following courses and distances:

1. North 86°40'23" West for a distance of 15.84 feet to a point; 2. South 75°30'42" West for a distance of 23.55 feet to a point; 3. South 50°57'07" West for a distance of 3.47 feet to a point; 4. North 67°05'20" West for a distance of 61.50 feet to a point; 5. North 52°37'19" West for a distance of 16.14 feet to a point; 6. North 74°23'32" West for a distance of 51.70 feet to a point; 7. South 02°06'22" East for a distance of 25.42 feet to a point; 8. North 82°35'33" West for a distance of 58.08 feet to a point; 9. North 38°50'13" West for a distance of 36.94 feet to a point; 10. South 50°21'42" West for a distance of 39.54 feet to a point; 11. South 22°34'15" East for a distance of 19.96 feet to a point; 12. South 57°57'32" West for a distance of 23.15 feet to a point; 13. South 66°12'11" West for a distance of 44.28 feet to a point; 14. North 85°45'01" West for a distance of 51.78 feet to a point; 15. South 30°58'13" West for a distance of 24.09 feet to a point; 16. South 61°22'21" West for a distance of 59.90 feet to a point; 17. South 71°28'49" West for a distance of 39.85 feet to a point; 18. South 52°06'58" West for a distance of 23.76 feet to a point; 19. North 84°57'31" West for a distance of 24.78 feet to a point; 20. South 81°02'19" West for a distance of 27.90 feet to a point; 21. South 01°22'50" East for a distance of 19.67 feet to a point; 22. South 58°22'15" West for a distance of 36.29 feet to a point; 23. South 17°19'54" West for a distance of 24.42 feet to a point; 24. South 55°19'45" West for a distance of 27.77 feet to a point; 25. South 39°23'51" West for a distance of 21.19 feet to a point; 26. South 65°21'55" West for a distance of 28.03 feet to a point; 27. South 40°24'19" West for a distance of 19.40 feet to a point; 28. South 40°35'40" West for a distance of 7.28 feet to a point; 29. South 40°35'40" West for a distance of 13.62 feet to a point; 30. South 67°20'36" West for a distance of 30.30 feet to a point; 31. South 35°18'26" West for a distance of 2.46 feet to a point; 32. South 17°35'25" West, a distance of 34.91 feet to a point on the northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and the **Point of Beginning**.

Said tract or parcel containing 50.70203 acres more or less or 2,208,580 square feet more or less.

EXHIBIT "A" (Cont'd.)**TOGETHER WITH:****TRACT 2A**

All that tract or parcel of land lying and being in Land Lot 254 of the 15th District, 2nd Section, City of Holly Springs, Cherokee County, Georgia, and being more particularly described as follows:

To find the **Point of Beginning** commence at the most northerly margin of the mitered intersection formed by the westerly right-of-way line of East Cherokee Drive, f/k/a Hickory Flat-Mt. Zion Church Road (variable r/w) with the northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and proceed South 68°48'01" West along said miter for a distance of 25.08 feet to an iron pin found (1/2" rebar) on said northerly right-of-way line of Hickory Flat Highway (80' r/w); thence in a northwesterly direction along said northerly right-of-way line of Hickory Flat Highway (80' r/w) the following courses and distances:

1. North 66°51'55" West for a distance of 467.57 feet to a point;
2. thence North 67°52'26" West for a distance of 176.46 feet to an iron pin found (1/2" rebar) and the **Point of Beginning**.

From the **Point of Beginning** thus established and continuing along said northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140 (80' r/w) the following courses and distances:

1. North 67°14'49" West for a distance of 104.08 feet to a point;
2. thence 512.45 feet along the arc of a curve to the Left, said curve having a radius of 2130.33 feet and being subtended by a chord of North 74°08'17" West, 511.21 feet to an iron pin found (1/2" rebar); thence departing said northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140 (80' r/w), f/k/a Canton-Hickory Flat Road (80' r/w) and proceed North 02°11'11" East for a distance of 64.14 feet to a point in the centerline of a creek; thence in a northeasterly, southeasterly and northerly direction along said centerline creek the following courses and distances:

1. North 40°35'40" East for a distance of 7.28 feet to a point;
2. thence North 40°24'19" East for a distance of 19.40 feet to a point;
3. thence North 65°21'55" East for a distance of 28.03 feet to a point;
4. thence North 39°23'51" East for a distance of 21.19 feet to a point;
5. thence North 55°19'45" East for a distance of 27.77 feet to a point;
6. thence North 17°19'54" East for a distance of 24.42 feet to a point;
7. thence North 58°22'15" East for a distance of 36.29 feet to a point;
8. thence North 01°22'50" West for a distance of 19.67 feet to a point;
9. thence North 81°02'19" East for a distance of 27.90 feet to a point;
10. thence South 84°57'31" East for a distance of 24.78 feet to a point;
11. thence North 52°06'58" East for a distance of 23.76 feet to a point;
12. thence North 71°28'49" East for a distance of 39.85 feet to a point;
13. thence North 61°22'21" East for a distance of 59.90 feet to a point;
14. thence North 30°58'13" East for a distance of 24.09 feet to a point;
15. thence South 85°45'01" East for a distance of 51.78 feet to a point;
16. thence North 66°12'11" East for a distance of 44.28 feet to a point;
17. thence North 57°57'32" East for a distance of 23.15 feet to a point;
18. thence North 22°34'15" West for a distance of 19.96 feet to a point;

EXHIBIT "A" (Cont'd.)

19. thence North 50°21'42" East for a distance of 39.54 feet to a point;
20. thence South 38°50'13" East for a distance of 36.94 feet to a point;
21. thence South 82°35'33" East for a distance of 58.08 feet to a point;
22. thence North 02°06'22" West for a distance of 25.42 feet to a point;
23. thence South 74°23'32" East for a distance of 51.70 feet to a point;
24. thence South 52°37'19" East for a distance of 16.14 feet to a point;
25. thence South 67°05'20" East for a distance of 61.50 feet to a point;
26. thence North 50°57'07" East for a distance of 3.47 feet to a point;
27. thence North 75°30'42" East for a distance of 23.55 feet to a point;
28. thence South 86°40'23" East for a distance of 15.84 feet to a point;

thence departing said centerline creek and proceed South 09°44'05" West for a distance of 474.46 feet to an iron pin found (1/2" rebar) on the northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and the **Point of Beginning**.

Said tract or parcel containing 4.65244 acres more or less or 202,660 square feet more or less.

FURTHER TOGETHER WITH:**TRACT 3A**

All that tract or parcel of land lying and being in Land Lot 254 of the 15th District, 2nd Section, City of Holly Springs, Cherokee County, Georgia, and being more particularly described as follows:

To find the **Point of Beginning** commence at the most northerly margin of the mitered intersection formed by the westerly right-of-way line of East Cherokee Drive, f/k/a Hickory Flat-Mt. Zion Church Road (variable r/w) with the northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and proceed South 68°48'01" West along said miter for a distance of 25.08 feet to an iron pin found (1/2" rebar) on said northerly right-of-way line of Hickory Flat Highway (80' r/w); thence in a northwesterly direction along said northerly right-of-way line of Hickory Flat Highway (80' r/w) the following courses and distances:

1. North 66°51'55" West for a distance of 467.57 feet to a point;
2. thence North 67°52'26" West for a distance of 176.46 feet to an iron pin found (1/2" rebar);
3. North 67°14'49" West for a distance of 104.08 feet to a point;
4. thence 512.45 feet along the arc of a curve to the Left, said curve having a radius of 2130.33 feet and being subtended by a chord of North 74°08'17" West, 511.21 feet to an iron pin found (1/2" rebar) and the **Point of Beginning**.

From the **Point of Beginning** thus established and continuing along said northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) 46.85 feet along the arc of a curve to the Left, said curve having a radius of 2130.33 feet and being subtended by a chord of North 81°39'33" West, 46.84 feet to a point where said right-of-way intersects the centerline of a creek; thence departing said northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and proceed in a northeasterly direction along said creek the following courses and distances:

1. North 17°35'25" East for a distance of 34.91 feet to a point;
2. thence North 35°18'26" East for a distance of 2.46 feet to a point;

EXHIBIT "A" (Cont'd.)

3. thence North 67°20'36" East for a distance of 30.30 feet to a point;
4. thence North 40°35'40" East for a distance of 13.62 feet to a point;
thence departing said centerline creek and proceed South 02°11'11" West for a distance of 64.14 feet to a point on the northerly right-of-way line of Hickory Flat Highway, Georgia Highway # 140, f/k/a Canton-Hickory Flat Road (80' r/w) and the **Point of Beginning**.

Said tract or parcel containing 0.04425 of an acre more or less or 1,928 square feet more or less.

FURTHER TOGETHER WITH easement rights appurtenant to Tract 2 contained in that certain Sanitary Sewer Easement Agreement by and between Downtown Hickory Flat, LLC, a Georgia limited liability company, and Wayne F. Quarles, dated September 10, 2004, filed for record September 14, 2004 at 9:44 a.m., recorded in Deed Book 7368, Page 300, Records of Cherokee County, Georgia.

AND FURTHER TOGETHER WITH Any and all gaps and gores between the aforesaid tracts and between said tracts and any adjacent properties or rights of way.

Tax Commissioner's Office | Tax Bill Payments

[Search Again](#)[2020 Bill](#)[2019 Bill](#)[Printer Friendly Version](#)

2020 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

FR PEACHTREE LLC

2849 PACES FERRY RD SE
ATLANTA, GA 303396201

Bill No.	Due Date	*Total Due*
2020-47769	11/15/2020	\$0.00
		this bill has been paid

Map: 15N26 134
Location: HICKORY FLAT HW

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokeega.com ** Please note: There is a 3% Merchant Fee charged. (This fee is not collected by Cherokee County.)



Tax Payer: FR PEACHTREE LLC

Map Code: 15N26 134 REAL

Description: LL 254; 15TH D

Location: HICKORY FLAT HW

Bill No: 2020-47769

District: CITY OF HOLLY SPRINGS 004

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
0.00	204,900	4.6500	204,900	11/15/2020			01/27/2021	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	204,900.00	81,960.00	0.00	81,960.00	5.212	427.18	0.00	\$427.18
SCHOOL M&O	204,900.00	81,960.00	0.00	81,960.00	18.450	1,512.16	0.00	\$1,512.16
SCHOOL BOND	204,900.00	81,960.00	0.00	81,960.00	1.000	81.96	0.00	\$81.96
PARKS BOND	204,900.00	81,960.00	0.00	81,960.00	0.461	37.78	0.00	\$37.78
TOTALS					25.123	2059.08	\$0.00	\$2,059.08

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$2,059.08
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	2059.08
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/16/2020



Map/Parcel/Lot:	15N26-134	Tax Account Id:	3789
Property Location:	HICKORY FLAT HW	Zoning Code:	
Owner Name/Address:	FR PEACHTREE LLC	Land Value:	81,960
	2849 PACES FERRY RD SE	Improvement Value:	0
	SUITE 290	Exempt Value:	0
	ATLANTA, GA 30339-6201	Total Assessed Value:	81,960
		Deductions:	None

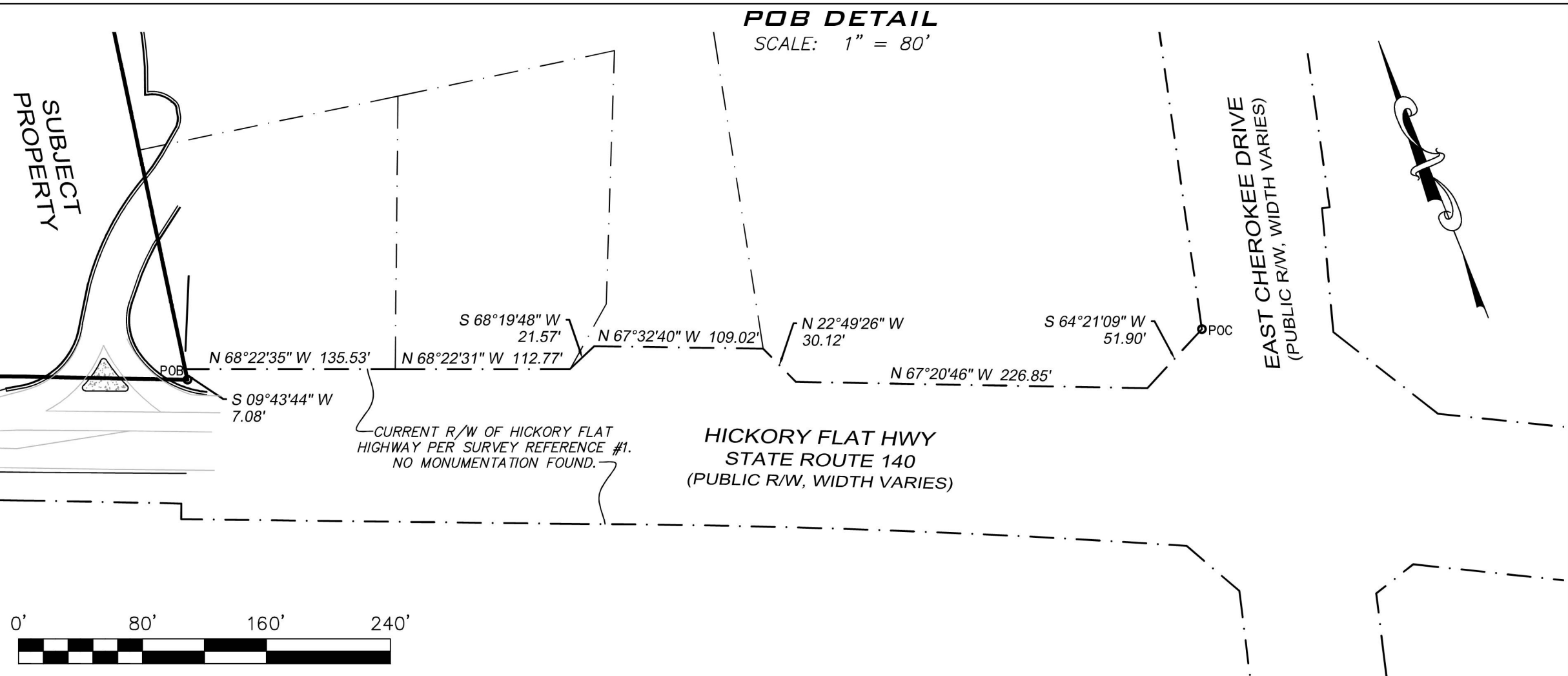
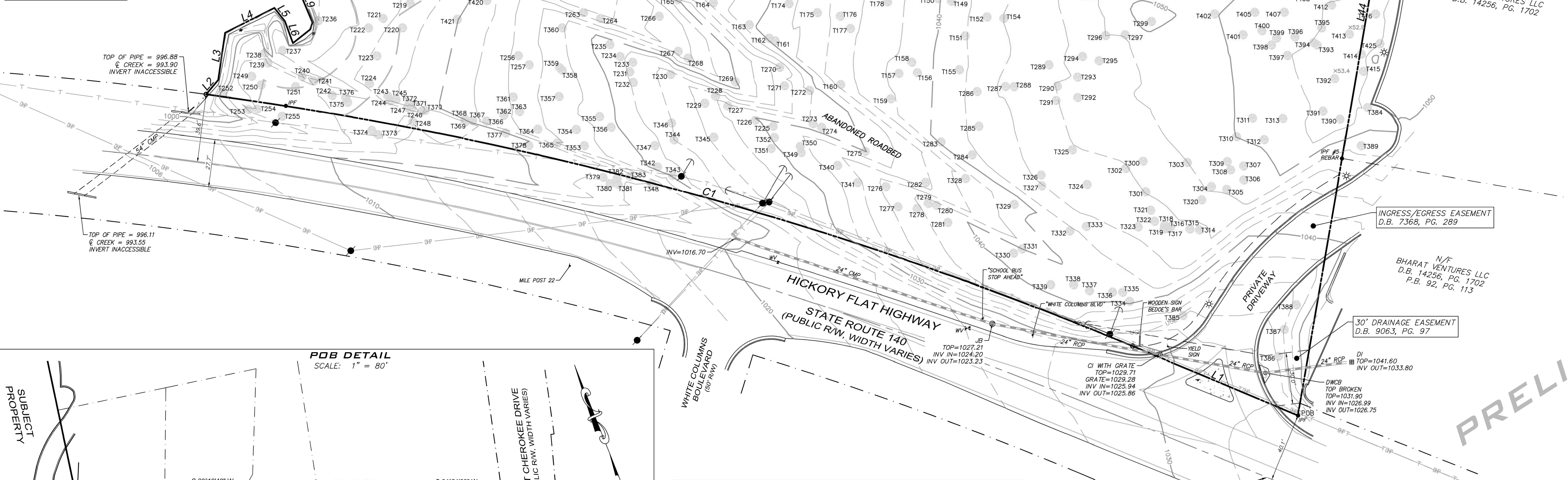
Taxes

Make a Payment		View Current Bill					
Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2020	12/20/2020	City Tax	360.62	0.00	0.00	0.00	PAID
2020	12/20/2020	Fire Tax	269.81	0.00	0.00	0.00	PAID
Total 2020			630.43	0.00	0.00	0.00	
2019	01/01/2019	City Tax	378.02	0.00	0.00	0.00	PAID
2019	01/01/2019	Fire Tax	268.06	0.00	0.00	0.00	PAID
Total 2019			646.08	0.00	0.00	0.00	
2018	01/01/2018	City Tax	978.92	0.00	0.00	0.00	PAID
2018	01/01/2018	Fire Tax	676.55	0.00	0.00	0.00	PAID
Total 2018			1,655.47	0.00	0.00	0.00	
Last Payment: 11/16/20							

[Return to Home](#)

CURVE DATA				
LINE	ARC LENGTH	RADIUS	DISTANCE (CHORD)	BEARING (CHORD)
C1	559.30'	2130.37'	557.70'	N 74°46'26" W

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 67°15'10" W	104.08'
L2	N 39°59'07" E	10.92'
L3	N 08°20'50" E	27.57'
L4	N 63°04'39" E	31.96'
L5	S 38°24'36" E	9.87'
L6	S 20°10'48" E	13.55'
L7	N 51°34'47" E	12.79'
L8	N 18°33'10" E	4.18'
L9	N 22°48'41" W	23.58'
L10	N 44°11'10" E	19.88'
L11	N 57°36'20" E	37.74'
L12	N 50°43'17" E	35.63'
L13	N 28°15'02" E	37.14'
L14	N 63°33'10" E	22.91'
L15	N 01°53'51" E	10.06'
L16	N 21°24'56" E	10.46'
L17	N 85°05'28" E	33.13'
L18	N 70°24'57" E	33.98'
L19	N 69°15'48" E	42.08'
L20	N 58°09'28" E	37.07'
L21	N 57°13'37" E	32.80'
L22	N 54°42'08" E	24.12'
L23	S 84°17'43" E	30.61'
L24	N 77°00'43" E	28.51'
L25	N 62°24'25" E	35.53'
L26	N 09°04'55" E	20.18'
L27	N 36°27'06" E	22.83'
L28	N 58°16'26" E	12.83'
L29	S 77°35'03" E	14.11'
L30	S 19°59'11" E	15.39'
L31	S 67°38'42" E	25.46'
L32	S 87°14'56" E	30.54'
L33	S 62°34'16" E	8.37'
L34	N 73°02'47" E	6.21'
L35	N 09°09'15" W	9.81'
L36	N 04°47'29" E	13.40'
L37	N 87°05'22" E	7.43'
L38	S 73°02'57" E	16.14'
L39	S 63°45'32" E	46.32'
L40	S 75°14'00" E	26.10'
L41	S 61°24'36" E	32.42'
L42	N 62°37'24" E	20.04'
L43	S 86°52'00" E	23.91'
L44	S 09°43'44" W	475.11'



LEGEND	
—	PROPERTY LINE
—	LAND LOT LINE
—	CONCRETE MONUMENT FOUND
—	IRON PIN SET
—	CRIMPED-TOP PIPE
—	OPEN-TOP PIPE
—	RIGHT OF WAY
—	POINT OF BEGINNING
—	BUILDING SETBACK LINE
—	CENTERLINE
—	CURB INLET
—	DROP INLET
—	YARD INLET
—	DOUBLE-WING CATCH BASIN
—	SINGLE-WING CATCH BASIN
—	HEADWALL
—	JUNCTION BOX
—	STORM DRAINAGE PIPE
—	CORRUGATED METAL PIPE
—	CORRUGATED PLASTIC PIPE
—	REINFORCED CONCRETE PIPE
—	INVERT ELEVATION
—	SANITARY SEWER LINE
—	SANITARY SEWER MANHOLE
—	SEWER CLEANOUT
—	GREASE TRAP
—	DUCTILE IRON PIPE
—	POLYVINYL CHLORIDE PIPE
—	POWER POLE
—	LIGHT POLE
—	POWER (TRANSFORMER) BOX
—	GUY WIRE
—	POWER METER
—	POWER MANHOLE
—	OVERHEAD POWER LINE
—	UNDERGROUND POWER LINE
—	TELEPHONE MANHOLE
—	TELEPHONE PEDestal
—	UNDERGROUND TELEPHONE LINE
—	TELEVISION (CABLE) LINE
—	TELEVISION PEDestal
—	TRAFFIC CONTROL BOX
—	GAS LINE
—	GAS METER
—	GAS VALVE
—	FIRE HYDRANT
—	WATER VALVE
—	WATER METER
—	FIRE DEPARTMENT CONNECTION
—	IRRIGATION CONTROL VALVE
—	WATER LINE
—	TREE
—	MONITORING WELL
—	BUILDING (FINISHED)
—	RAILROAD TRACKS
—	GUARD RAIL
—	FENCE LINE
—	CONTOUR
—	INDEX CONTOUR
—	SPOT ELEVATION
—	FINISHED FLOOR ELEVATION
—	CENTRELINE OF STREAM
—	FLOOD LIMITS
—	CONCRETE

BEGIN DOT PROJECT
PI 0013368



REVISION	DATE	PURPOSE

ALTA/NSPS LAND TITLE SURVEY

LandPro
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
WOODSTOCK, GA 30188
TELE: 404-386-2170
AUTHORIZATION NO. LSF000838
WWW.LANDPROSURVEYING.COM
INFO@LANDPROSURVEYING.COM
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WILSON DEVELOPMENT GROUP

CURRENT OWNER: FR PEACHTREE, LLC
LAND LOT 254, DISTRICT 15, SECTION 2
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GA

SCALE: 1" = 30'
DATE: 12/22/20
PROJECT NO.: 20201222
SHEET: 2 OF 2

TREE CHART

ID#	DBH	TYPE
T1	11"	OAK
T2	17"	PINE
T3	10"	OAK
T4	21"	PINE
T5	15"	POPLAR
T6	24"	PINE
T7	14"	POPLAR
T8	9"	POPLAR
T9	12"	PINE
T10	15"	POPLAR
T11	15"	POPLAR
T12	18"	PINE
T13	10"	PINE
T14	18"	PINE
T15	15"	PINE
T16	13"	POPLAR
T17	10"	PINE
T18	16"	PINE
T19	20"	PINE
T20	10"	SOURWOOD
T21	11"	POPLAR
T22	13"	DEAD PINE
T23	33"	OAK
T24	22"	POPLAR
T25	38"	POPLAR
T26	33"	POPLAR
T27	19"	HICKORY
T28	26"	POPLAR
T29	10"	POPLAR
T30	27"	POPLAR
T31	30"	POPLAR
T32	18"	OAK
T33	20"	OAK
T34	7"	OAK
T35	12"	PINE
T36	19"	PINE
T37	7"	OAK
T38	8"	POPLAR
T39	12"	DEAD PINE
T40	24"	PINE
T41	22"	PINE
T42	27"	PINE
T43	7"	PINE
T44	8"	POPLAR
T45	8"	POPLAR
T46	8"	OAK
T47	9"	POPLAR
T48	9"	POPLAR
T49	9"	POPLAR
T50	11"	PINE
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T52	8"	POPLAR
T53	9"	POPLAR
T54	9"	POPLAR
T55	9"	POPLAR
T56	7"	SWEETGUM
T57	16"	POPLAR
T58	8"	POPLAR
T59	7"	SWEETGUM
T60	18"	POPLAR
T61	18"	PINE
T62	18"	OAK
T63	11"	OAK
T64	28"	OAK
T65	11"	HICKORY
T66	7"	POPLAR
T67	9"	POPLAR
T68	17"	PINE
T69	19"	POPLAR
T70	7"	POPLAR
T71	11"	PINE
T72	13"	SWEETGUM
T73	9"	HICKORY
T74	10"	OAK
T75	10"	HICKORY
T76	24"	POPLAR
T77	35"	OAK
T78	19"	POPLAR
T79	23"	OAK
T80	11"	OAK
T81	27"	OAK
T82	25"	POPLAR
T83	28"	OAK
T84	22"	OAK
T85	6"	OAK
T86	21"	POPLAR
T87	29"	OAK
T88	10"	MAPLE
T89	19"	OAK
T90	18"	POPLAR
T91	21"	OAK
T92	35"	OAK
T93	11"	POPLAR
T94	6"	POPLAR
T95	31"	OAK
T96	25"	POPLAR
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T100	15"	OAK
T101	18"	HARDWOOD
T102	7"	HICKORY
T103	18"	POPLAR
T104	11"	OAK
T105	25"	POPLAR
T106	25"	OAK
T107	8"	HARDWOOD
T108	11"	HARDWOOD
T109	29"	HARDWOOD
T110	12"	HARDWOOD
T111	9"	HICKORY
T112	31"	OAK
T113	23"	OAK
T114	22"	POPLAR
T115	20"	OAK
T116	10"	HICKORY
T117	18"	OAK
T118	7"	OAK
T119	24"	POPLAR
T120	10"	OAK
T121	14"	SOURWOOD
T122	20"	OAK
T123	17"	OAK
T124	18"	OAK
T125	32"	OAK
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T127	18"	OAK
T128	32"	OAK
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T131	26"	POPLAR
T132	23"	POPLAR
T133	10"	HARDWOOD
T134	18"	OAK
T135	25"	OAK
T136	15"	OAK
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T139	26"	OAK
T140	35"	OAK
T141	35"	OAK
T142	24"	HARDWOOD

T143	35"	POPLAR
T144	22"	POPLAR
T145	27"	OAK
T146	14"	OAK
T147	28"	POPLAR
T148	29"	DEAD OAK
T149	22"	OAK
T150	18"	OAK
T151	10"	OAK
T152	7"	HICKORY
T153	12"	OAK
T154	21"	POPLAR
T155	31"	POPLAR
T156	10"	OAK
T157	24"	OAK
T158	6"	POPLAR
T159	10"	PINE
T160	15"	OAK
T161	8"	HICKORY
T162	12"	OAK
T163	16"	OAK
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T166	34"	POPLAR
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T174	31"	POPLAR
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T178	24"	DEAD OAK
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T213	18"	POPLAR
T214	11"	SWEETGUM
T215	18"	DEAD POPLAR
T216	22"	POPLAR
T217	15"	SWEETGUM
T218	30"	POPLAR
T219	16"	SWEETGUM
T220	8"	POPLAR
T221	12"	SWEETGUM
T222	20"	OAK
T223	7"	MAPLE
T224	21"	POPLAR
T225	18"	POPLAR
T226	10"	HARDWOOD
T227	17"	SWEETGUM
T228	15"	SWEETGUM
T229	11"	SWEETGUM
T230	10"	POPLAR
T231	27"	SWEETGUM
T232	6"	HARDWOOD
T233	13"	POPLAR
T234	9"	HARDWOOD
T235	16"	HICKORY
T236	16"	POPLAR
T237	33"	POPLAR
T238	30"	POPLAR
T239	11"	POPLAR
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T241	20"	DOUBLE POPLAR
T242	19"	PINE
T243	16"	POPLAR
T244	12"	SWEETGUM
T245	22"	POPLAR
T246	22"	HARDWOOD
T247	9"	POPLAR
T248	27"	PINE
T249	6"	OAK
T250	6"	OAK
T251	7"	OAK
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T255	16"	POPLAR
T256	9"	POPLAR
T257	22"	POPLAR
T258	20"	POPLAR
T259	6"	OAK
T260	15"	POPLAR
T261	11"	OAK
T262	8"	HARDWOOD
T263	26"	POPLAR
T264	17"	POPLAR
T265	20"	POPLAR
T266	15"	POPLAR
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T269	22"	POPLAR
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T272	18"	POPLAR
T273	9"	POPLAR
T274	6"	POPLAR
T275	19"	POPLAR
T276	13"	POPLAR
T277	11"	POPLAR
T278	8"	POPLAR
T279	27"	POPLAR
T280	9"	OAK
T281	9"	OAK
T282	7"	POPLAR
T283	28"	OAK
T284	27"	DEAD OAK

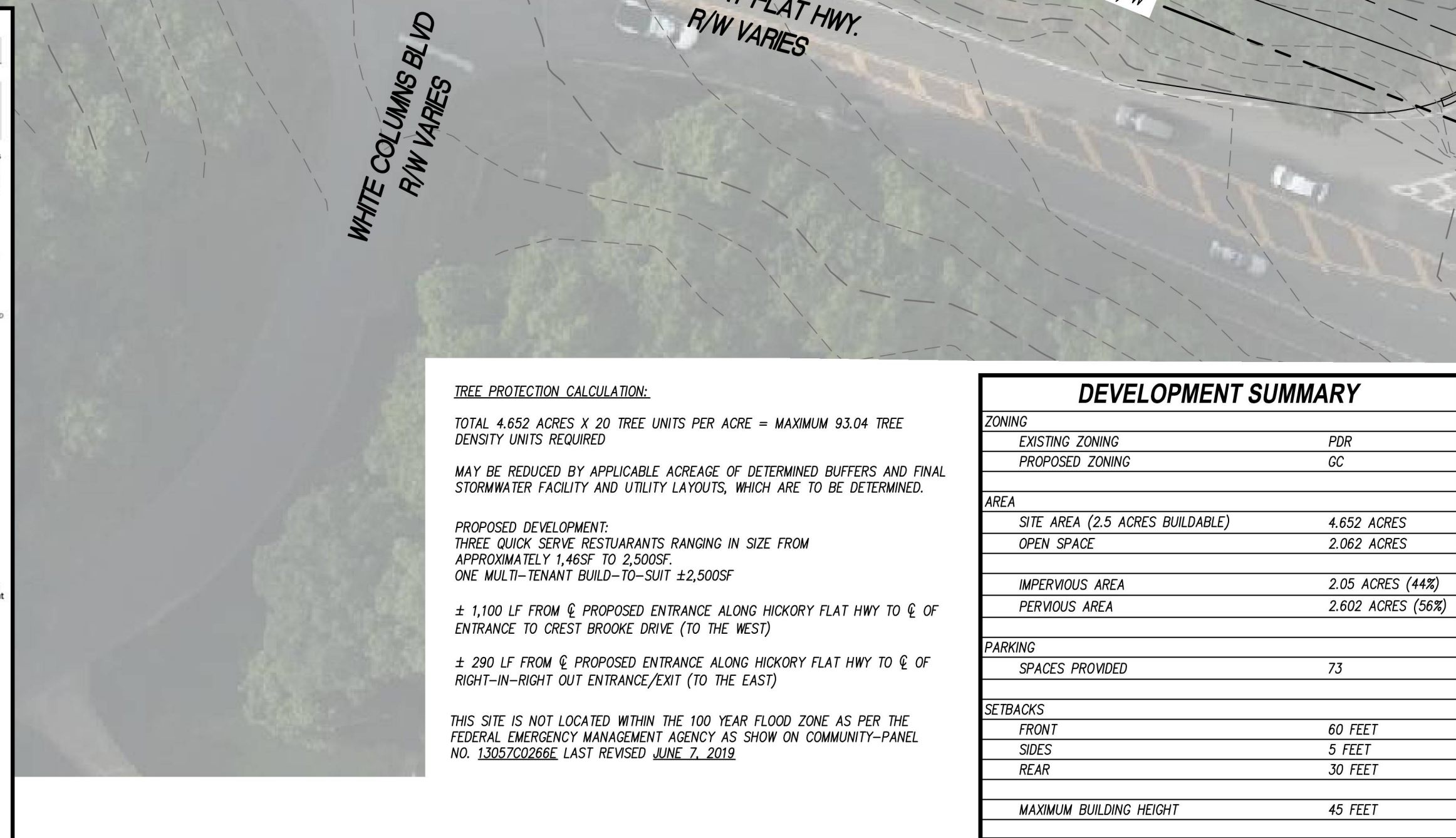
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T286	11"	OAK
T287	12"	OAK
T288	14"	POPLAR
T289	18"	POPLAR
T290	20"	POPLAR
T291	18"	POPLAR
T292	24"	POPLAR
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T301	11"	PINE
T302	8"	OAK
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T304	15"	PINE
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T306	16"	POPLAR
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T318	14"	PINE
T319	11"	OAK
T320	13"	POPLAR
T321	13"	DEAD PINE
T322	10"	PINE
T323	6"	OAK
T324	10"	DEAD OAK
T325	24"	OAK
T326	26"	OAK
T327	15"	OAK
T328	13"	OAK
T329	12"	HARDWOOD
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T331	8"	HARDWOOD
T332	27"	POPLAR
T333	13"	PINE
T334	7"	PINE
T335	13"	POPLAR
T336	8"	OAK
T337	34"	DOUBLE OAK
T338	10"	OAK
T339	40"	OAK
T340	20"	OAK
T341	16"	OAK
T342	13"	SWEETGUM
T343	13"	SWEETGUM
T344	14"	POPLAR
T345	12"	QUADRUPLE MAPLE
T346	11"	OAK
T347	13"	HARDWOOD
T348	23"	POPLAR
T349	10"	OAK
T350	21"	POPLAR
T351	7"	POPLAR
T352	9"	HARDWOOD
T353	18"	DOUBLE POPLAR
T354	10"	SWEETGUM
T355	8"	OAK
T356	8"	POPLAR
T357	23"	POPLAR
T358	8"	HARDWOOD
T359	7"	HARDWOOD
T360	12"	SWEETGUM
T361	10"	POPLAR
T362	15"	OAK
T363	10"	OAK
T364	22"	POPLAR
T365	16"	DOUBLE SWEETGUM
T366	24"	POPLAR
T367	20"	OAK
T368	12"	OAK
T369	25"	SWEETGUM
T370	25"	OAK
T371	12"	POPLAR
T372	6"	POPLAR
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T374	8"	OAK
T375	8"	OAK
T376	6"	SWEETGUM
T377	14"	SWEETGUM
T378	20"	POPLAR
T379	12"	MAPLE
T380	9"	DOUBLE MAPLE
T381	16"	SWEETGUM
T382	18"	POPLAR
T383	18"	POPLAR
T384	8"	OAK
T385	10"	MAPLE
T386	8"	TRIPLE BIRCH
T387	10"	QUADRUPLE BIRCH
T388	10"	TRIPLE BIRCH
T389	8"	OAK
T390	20"	POPLAR
T391	14"	PINE
T392	13"	POPLAR
T393	19"	PINE
T394	12"	POPLAR
T395	16"	SWEETGUM
T396	16"	PINE
T397	18"	PINE
T398	8"	POPLAR
T399	19"	PINE
T400	7"	POPLAR
T401	13"	PINE
T402	9"	SWEETGUM
T403	9"	SWEETGUM
T404	10"	SWEETGUM
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T406	12"	POPLAR
T407	11"	SWEETGUM
T408	12"	PINE
T409	7"	POPLAR
T410	19"	POPLAR
T411	10"	POPLAR
T412	16"	PINE
T413	7"	SWEETGUM
T414	7"	SWEETGUM
T415	6"	OAK
T416	6"	OAK
T417	22"	OAK
T418	16"	MAPLE
T419	9"	OAK
T420	11"	OAK
T421	12"	OAK
T422	13"	OAK
T423	12"	OAK
T424	8"	OAK
T425	6"	OAK

SURVEY LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 254, DISTRICT 15, SECTION 2, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF THE MITERED INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF HICKORY FLAT HIGHWAY (STATE ROUTE 140, R/W VARIES) WITH THE WESTERLY RIGHT OF WAY OF EAST CHEROKEE DRIVE (R/W VARIES) AS DEPICTED IN THAT CERTAIN PROPOSED RIGHT OF WAY PLAN FOR SR 140, HICKORY FLAT HWY & EAST CHEROKEE DR, STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CPR-140-765(057)01, DATED JUNE 17, 2017, LAST REVISED MAY 17, 2019; THENCE TRAVELING ALONG SAID MITERED INTERSECTION SOUTH 64 DEGREES 21 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 51.90 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF HICKORY FLAT HIGHWAY; THENCE TRAVELING ALONG SAID RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: NORTH 67 DEGREES 20 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 226.85 FEET TO A POINT; THENCE NORTH 22 DEGREES 49 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 30.12 FEET TO A POINT; THENCE NORTH 67 DEGREES 32 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 109.02 FEET TO A POINT; THENCE SOUTH 68 DEGREES 19 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 21.57 FEET TO A POINT; THENCE NORTH 68 DEGREES 22 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 112.77 FEET TO A POINT; THENCE NORTH 68 DEGREES 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 135.53 FEET TO A POINT; THENCE SOUTH 09 DEGREES 43 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 7.08 FEET TO A 1/2" REBAR FOUND, WHICH IS THE POINT OF BEGINNING, SAID RIGHT OF WAY BEING 40 FEET, MORE OR LESS, FROM THE CENTERLINE AT THAT POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 15 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 104.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 559.30 FEET AND A RADIUS OF 2130.37 FEET, BEING SUBTENDED BY A CHORD OF NORTH 74 DEGREES 46 MINUTES 26 SECONDS WEST A DISTANCE OF 557.70 FEET TO A POINT ON THE CENTERLINE OF A CREEK; THENCE LEAVING SAID RIGHT OF WAY AND TRAVELING ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING FORTY-TWO (42) COURSES AND DISTANCES: NORTH 39 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 10.92 FEET TO A POINT; THENCE NORTH 08 DEGREES 20 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 27.57 FEET TO A POINT; THENCE NORTH 63 DEGREES 04 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 31.96 FEET TO A POINT; THENCE SOUTH 38 DEGREES 24 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 9.87 FEET TO A POINT; THENCE SOUTH 20 DEGREES 10 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 13.55 FEET TO A POINT; THENCE NORTH 51 DEGREES 34 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 12.79 FEET TO A POINT; THENCE NORTH 18 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 4.18 FEET TO A POINT; THENCE NORTH 22 DEGREES 48 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 23.58 FEET TO A POINT; THENCE NORTH 44 DEGREES 11 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 19.88 FEET TO A POINT; THENCE NORTH 57 DEGREES 36 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 37.



DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	PDR
PROPOSED ZONING	GC
AREA	
SITE AREA (2.5 ACRES BUILDABLE)	4.652 ACRES
OPEN SPACE	2.062 ACRES
IMPERVIOUS AREA	2.05 ACRES (44%)
PERVIOUS AREA	2.602 ACRES (56%)
PARKING	
SPACES PROVIDED	73
SETBACKS	
FRONT	60 FEET
SIDES	5 FEET
REAR	30 FEET
MAXIMUM BUILDING HEIGHT	45 FEET

24 HOUR CONTACT:
KEVIN FRAZIER
404-459-8471



**Know what's below.
Call before you dig.**

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

[illegible]

RIDGE PLANNING AND ENGINEERING®

1290 KENNESTONE CIRCLE • BLDG A
SUITE 200 • MARIETTA, GA 30066
OFFICE 770.938.9000

TRAFFIC IMPACT MEMO FOR

Hickory Flat Hwy Commercial Development

Holly Springs, GA

APRIL 5, 2021

PREPARED FOR:

Phillip Morrissey
Wilson Development Group
3715 Northside Parkway NW
Building 400, Suite 515
Atlanta, GA 30327

PREPARED BY:



Foresite Group, LLC
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

o | 770.368.1399

f | 770.368.1944

w | www.fg-inc.net

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1. Introduction

This report contains the results from a traffic impact analysis performed for a proposed commercial retail development consisting of 3 lots in the City of Holly Springs, Georgia. Due to the nature of the proposed development, construction will be completed in a single phase. Buildout will take place over approximately one year. The buildout schedule is to include two quick-serve fast-food restaurants, a coffee shop with drive-through window and 2,500-SF of additional leasable retail space. The development will be located on the north side of SR 140/Hickory Flats Hwy approximately 1,050-ft to the west of the intersection of SR 140/Hickory Flat Hwy at E Cherokee Drive. The site plan proposes to share the existing right-in right-out (RIRO) driveway with the adjacent commercial development to the east and proposes one full access driveway on SR 140/Hickory Flat Hwy to be aligned with White Column Blvd and the Hickory Plantation residential development.

The purpose of this traffic memo is to identify the traffic impacts associated with the proposed development on the surrounding roadway network. In addition to the proposed residential development, background traffic growth is being analyzed in the form of a background growth rate and inclusion of projects in the area. Figure 1 shows the proposed site location in the vicinity of the City of Holly Springs, GA. The site location is shown on an aerial image in Figure 2. A copy of the proposed site plan is provided in Appendix A.

This memo has been prepared for the client to evaluate and understand the traffic conditions at the site. This report summarizes the data collected, proposed access points, projected traffic at the study intersections, analysis of traffic impacts including level of service (LOS), and conclusions from the analysis.

Figure 1: Vicinity Map

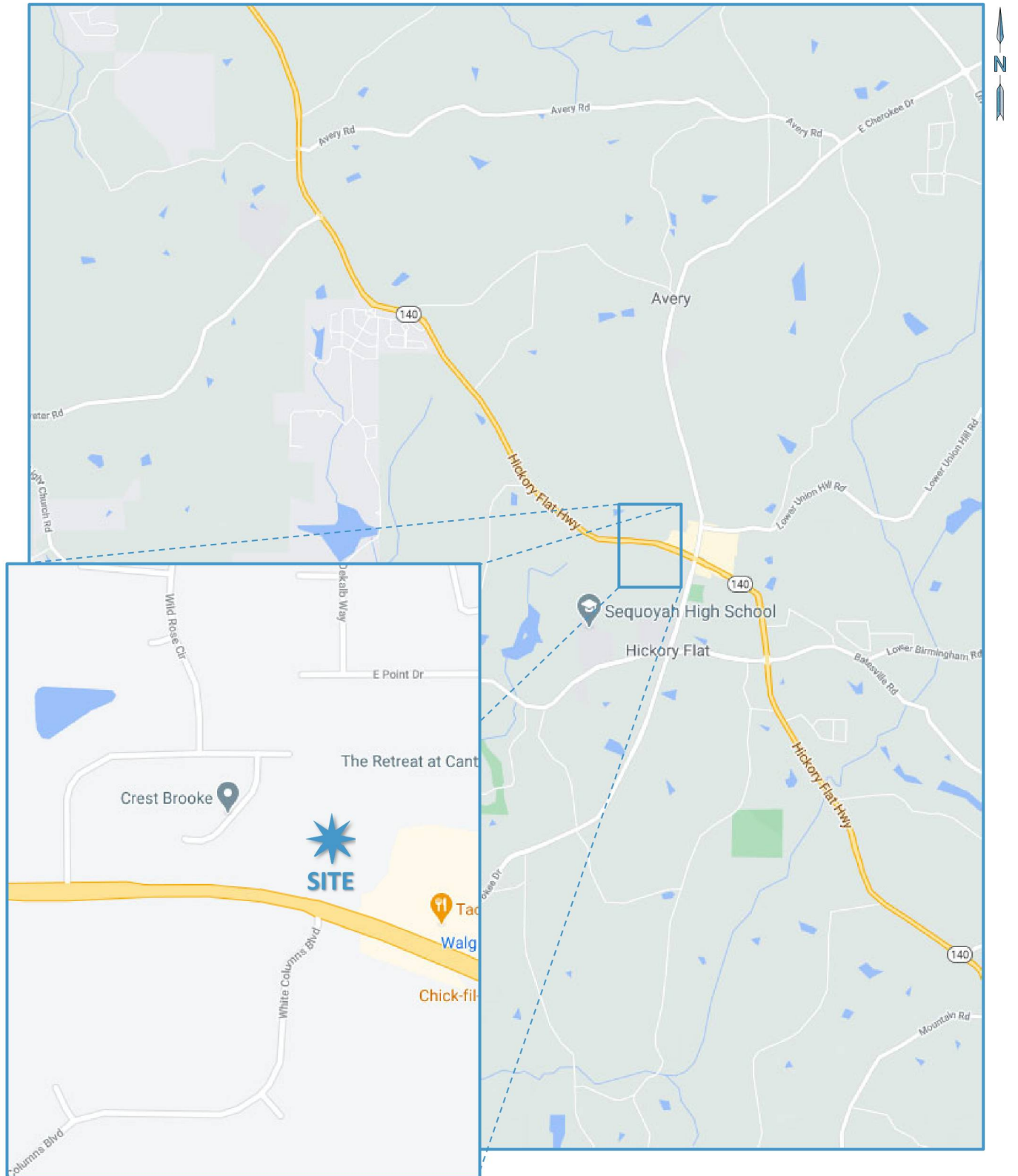


Figure 2: Site Location Aerial



2. Existing and Proposed Development Description

The site is planned to occupy the undeveloped site on the north side of Hickory Flat Hwy to the west of an existing commercial development. The adjacent existing development consists of a variety of land uses including fast-food restaurants, sit down restaurant, pizza delivery and hair salon. A single family home residential development is located on the south side of Hickory Flat Hwy across from the proposed development.

The development, at full build-out, will consist two quick-serve fast-food restaurants, a coffee shop with drive-through window and 2,500-SF of additional leasable retail space. The development will be built in one phase which will take approximately one year.

The proposed development will have two access points with the external roadway network, making use of the adjacent existing right-in right-out driveway. The driveway proposed to the west is a full access driveway located at the existing intersection with White Column Blvd. A preliminary site plan is provided in Appendix A.

3. Existing Conditions

3.1. Transportation Facilities

This traffic impact study examines the full-build operations of the intersections listed below. There is one main roadway being analyzed in this report with roadway characteristics summarized in below.

The following intersections are evaluated in this memo:

- SR 140/Hickory Flat Hwy at White Column Blvd/Driveway 1
- SR 140/Hickory Flat Hwy at Entrance 2

SR 140/Hickory Flat Hwy is an undivided two-lane roadway with a posted speed limit of 45 mph. It runs primarily from northwest to southeast between Holly Springs and Alpharetta in this general project area. The roadway is functionally classified as a Minor Arterial.

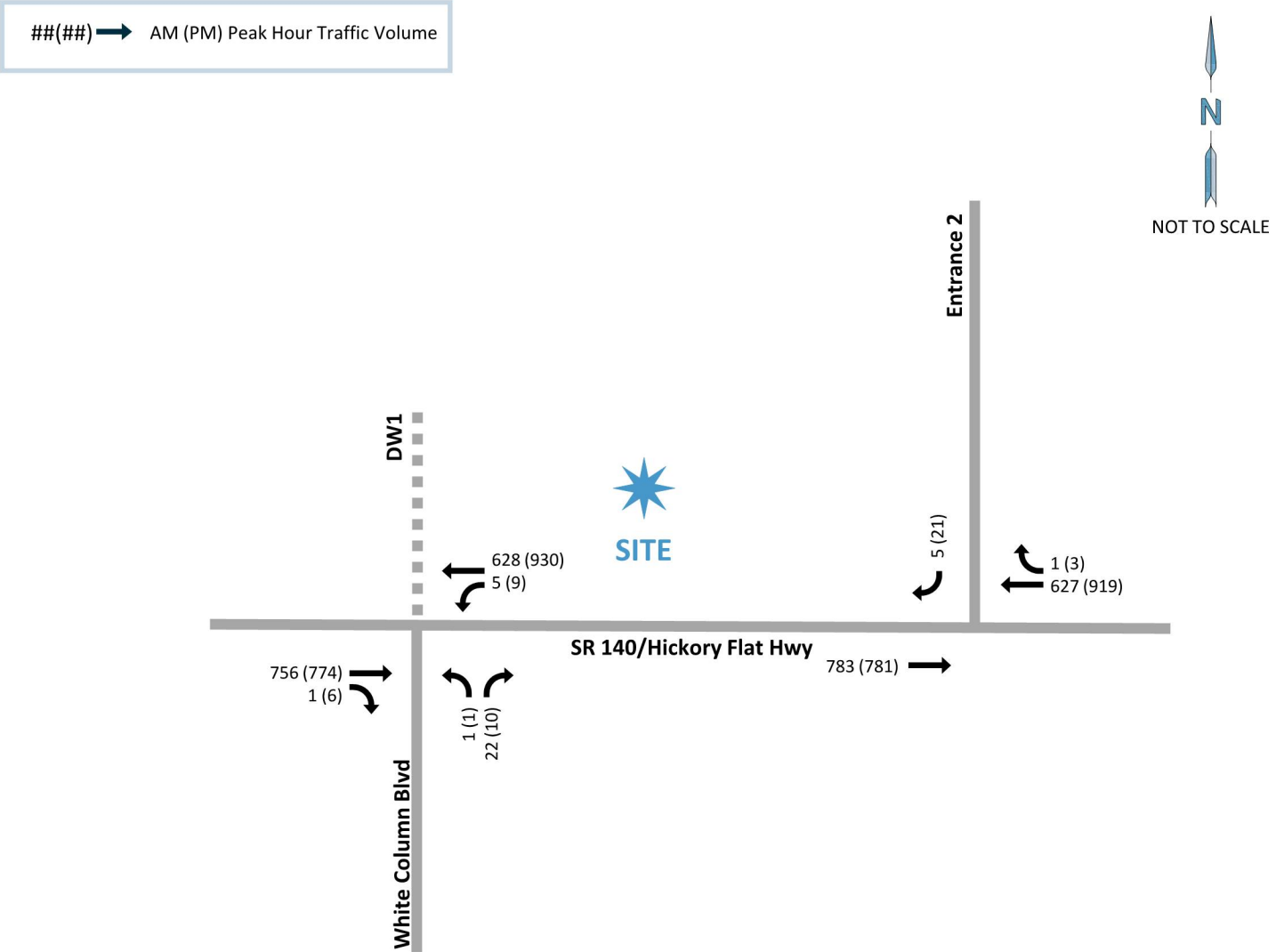
White Column Blvd is an undivided tow-lane local roadway with a posted speed limit of 25 mph. This road serves as the only entrance to the Hickory Plantation residential development.

The volume data collected for the evaluation and the data available the Georgia Department of Transportation *Traffic Analysis & Data Application* is provided below in Table 1. Existing turning movement counts at White Column Blvd and the adjacent site entrance (Entrance 2) are provided in Figure 3. Full traffic data sheets are provided in Appendix B.

Table 1: Traffic Data

Roadway	# of Lanes	Posted Speed Limit (MPH)	Functional Classification	Count Location	ADT 2021	GDOT ADT 2020	GDOT ADT 2019
SR 140 / Hickory Flat Hwy	2	45	Minor Arterial	East of White Column Blvd	21,423	18,585	17,300
SR 140 / Hickory Flat Hwy	-	-	-	West of White Column Blvd	-	-	18,433
White Column Blvd	2	25	Local	South of SR 140 / Hickory Flat Hwy	387	-	-

Figure 3: Existing (2021) Traffic Volumes



3.1. Future Conditions Capacity Analysis

The existing traffic volumes were entered into a *Synchro 10* model. The results of the capacity analysis are shown by lane group movement in Table 2. Average vehicular delays and level-of service, as defined by the Highway Capacity Manual (HCM) 6th Edition are presented. Full Synchro output reports are included Appendix.

Table 2: Existing Capacity Analysis

Intersection	Control	Lane Group Movement	AM Peak Hour			PM Peak Hour		
			Delay (s)	LOS	95 th % Queue (ft)	Delay (s)	LOS	95 th % Queue (ft)
Hickory Flat Hwy at White Column Blvd / Driveway 1	Side-Street Stop Control	EB	-	-	-	-	-	-
		WB	9.5	A	27	9.6	A	65
		NB	16.2	C	39	18.9	C	25
		Intersection	0.3	-	-	0.2	-	-
Hickory Flat Hwy at Entrance 2 (RIRO)	Side-Street Stop Control	EB	-	-	-	-	-	-
		WBT	-	-	-	-	-	-
		WBR	-	-	-	-	-	-
		SB	13.1	B	25	18.2	C	43
		Intersection	0.0	-	-	0.2	-	-

SR 140 Hickory Flat Hwy at White Column Blvd/Driveway 1 (full access)

The NB approach for the existing minor street (White Column Blvd) stop-controlled intersection operates at a LOS C during the AM and PM peak periods.

SR 140 Hickory Flat Hwy at Entrance 2 (RIRO)

The SB approach for the existing minor street stop-controlled intersection operates at a LOS B during the AM peak period in the existing condition. The SB approach operates at LOS C with 18.2 seconds of delay during the PM peak period.

4. Background Growth

4.1. Growth Rate

Background traffic growth is an analysis method used to estimate the growth of traffic that will contribute to the traffic of the roadway network in and around the study area. The background traffic does not include the proposed project that is being studied. The proposed development is expected to have a full build out by 2022, and a growth rate was estimated for the years between the existing volume counts and the future development build out.

An estimated growth rate of 2.0% was used in this analysis. The growth rate was applied to the existing volumes only.

5. Future Conditions

5.1. Trip Generation

Project trips for the commercial development were estimated using the equations presented in the Institute of Transportation Engineers' (ITE) latest Trip Generation Manual, 10th Ed., 2017 for quick-serve restaurants, coffee shop and general retail. The two fast-food restaurants expected to be on this site do not serve breakfast, so the AM peak equations have been adjusted to represent morning deliveries and the arrival of employees. The exact user of the leasable retail front is unknown at this time and has been estimated as variety retail. Future uses for this retail space may include dentist office, hair/nail salon or other types of retail with general low trip generation rates when compared to restaurants. The development will be built in one phase with an anticipated full-build out year of 2022. The list of land use codes is provided below:

- Lot 1 – Coffee Shop with Drive-Through Window ITE code 937 – 2,400-SF
- Lot 2 – Fast-Food with Drive-Through Window ITE code 934 – 2,500-SF
- Lot 2 – Variety Store ITE code 814 – 2,500-SF
- Lot 3 – Fast-Food with Drive-Through Window ITE code 934 – 1,846-SF

Table 3 summarizes the trip generation for the proposed development for the appropriate land use codes. The full trip generation worksheets are presented in Appendix C.

Table 3: Project Trip Generation

Project Land Use	Density	ITE LUC	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Coffee/Doughnut Shop with Drive-Through Window	2,400 S.F.	937	1,969	985	984	214	109	105	104	52	52
Fast-Food Restaurant with Drive-Through Window	2,500 S.F.	934	1,177	589	588	5	3	2	82	43	39
Variety Store	2,500 S.F.	814	159	80	79	8	6	2	17	7	10
Fast-Food Restaurant with Drive-Through Window	1,846 S.F.	934	869	435	434	4	3	1	60	31	29
Total Trips			4,174	2,089	2,085	231	121	110	263	133	130
Reductions for Pass-By Trips			1,462	733	729	104	53	51	117	59	58
Total Net New Project Trips			2,712	1,356	1,356	127	68	59	146	74	72

The development is anticipated to generate 2,712 net new daily trips (1,356 inbound and 1,356 outbound). Pass-by daily trips are estimated to be 1,462 trips (733 inbound, 729 outbound). The highest peak hour volume is expected during the PM peak hour with 263 total peak hour vehicle trips (133 inbound and 130 outbound). The AM peak is expected to generate 231 total peak hour vehicle trips (121 inbound, 110 outbound).

5.2. Distribution

The assignment and directional distribution of new project trips were based on existing traffic patterns, adjacent major roadways, and trip destination densities (job centers, recreational facilities, retail, and residential developments) in the surrounding area. The directional distribution for new trips is expected to be approximately 50% to and from the east and 50% to and from the west. Due to the types of land uses proposed on this site pass-by distribution is also applied to capture trips generated by vehicles already on the road network. Pass-by trip are not defined as new trips to the area but are included as trips that go in and out of the site driveways. Trip distribution and pass-by distribution rates are provided in Figures 4 and 5.

5.3. Future Traffic Volumes

Future traffic volumes including the proposed development and background traffic growth are shown in Figure 6.

5.4. Turn Lane Warrant Analysis

Turn lane warrants were assessed per the *Georgia Department of Transportation Regulations for Driveway & Encroachment Control*. Turn lane warrants that were analyzed were right-turn from major road and left-turn from the major road approach. SR 140/Hickory Flat Hwy was evaluated for conditions with two lane road with ADT greater than 6,000 vpd and a speed limit of 45 mph:

Driveway 1 at SR 140/Hickory Flat Hwy

- Right-turn deceleration lane: **Warranted**
- Left-turn deceleration lane: **Warranted**

Figure 4: Trip Distribution

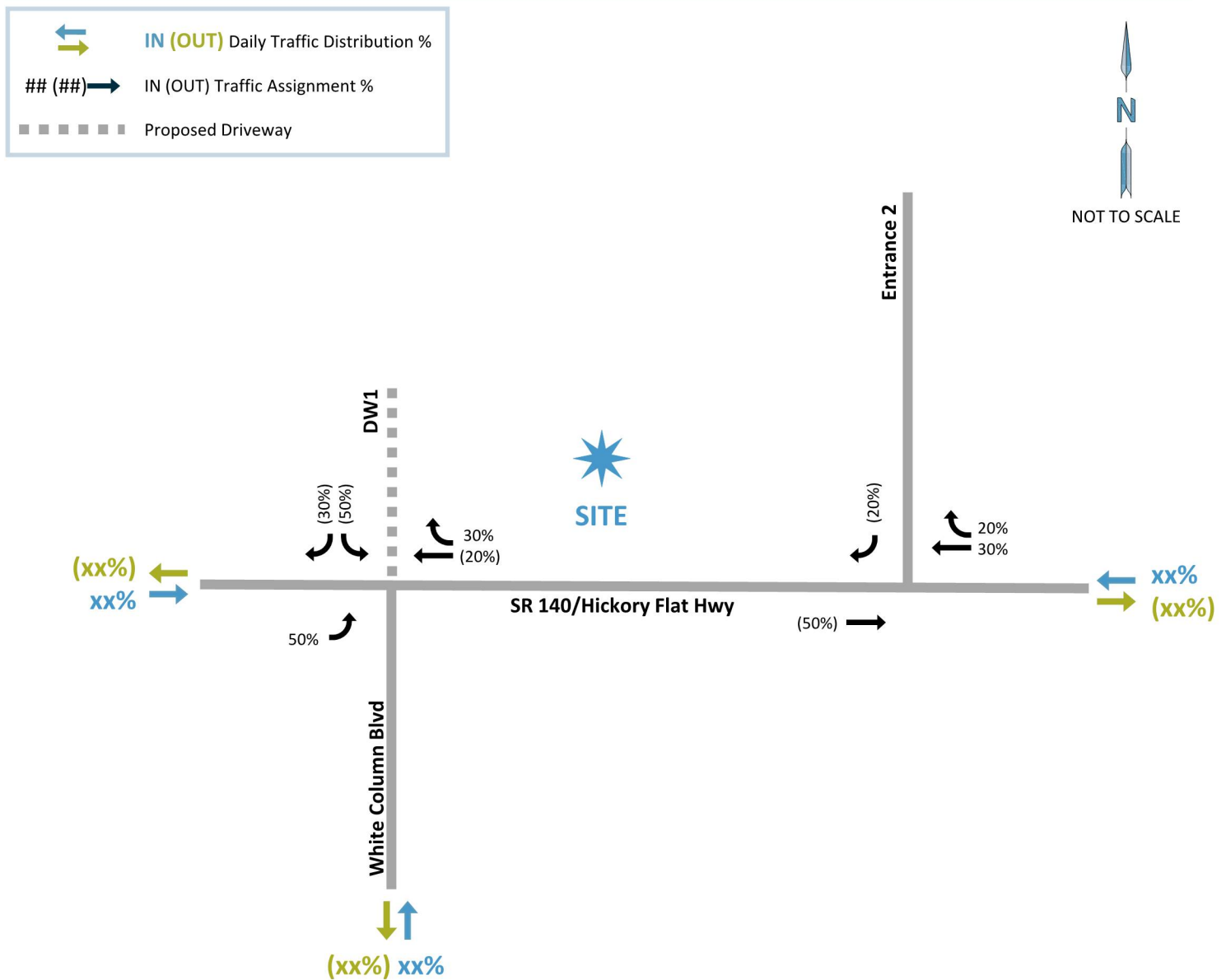


Figure 5: Pass-by Distribution

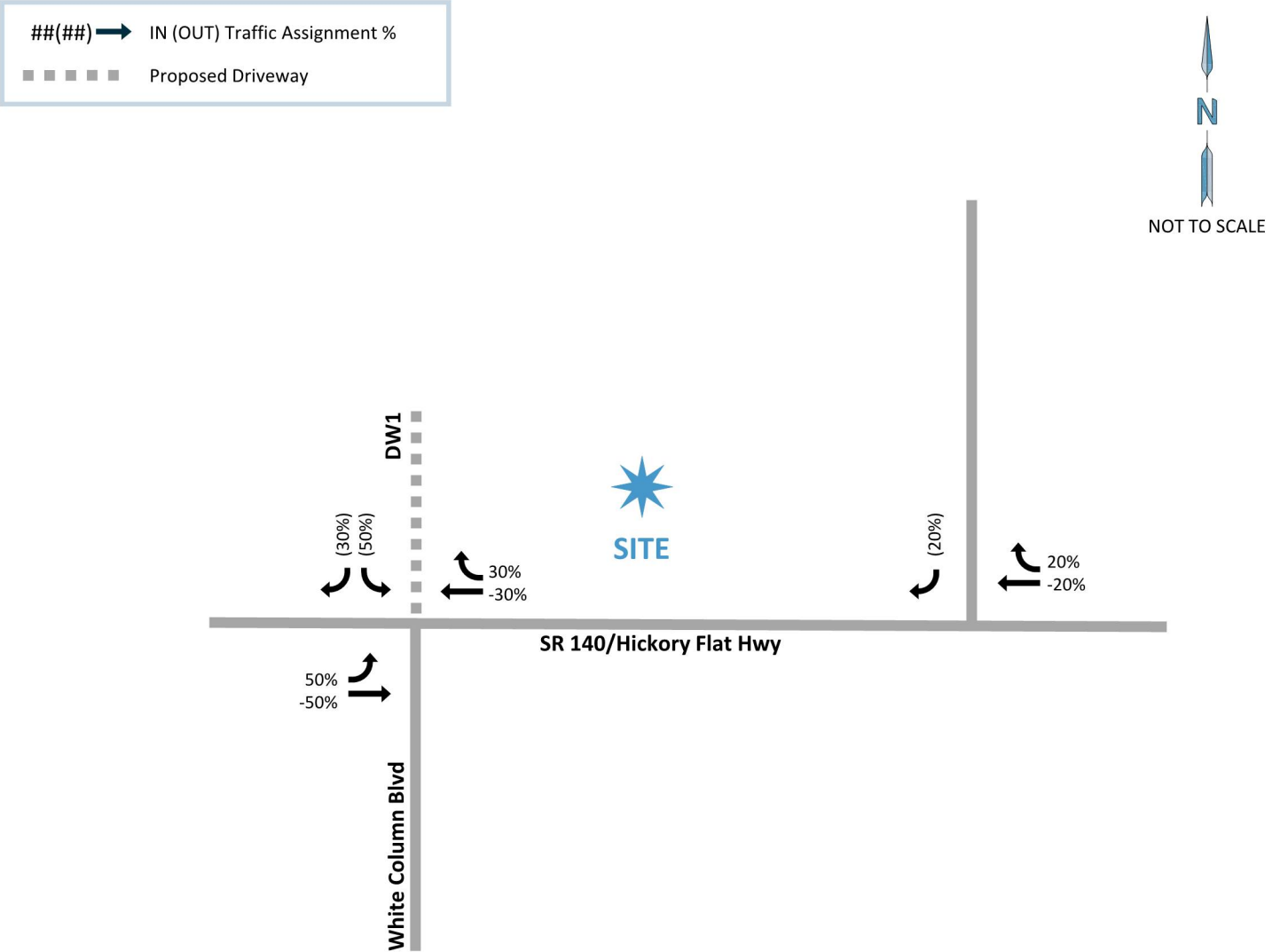
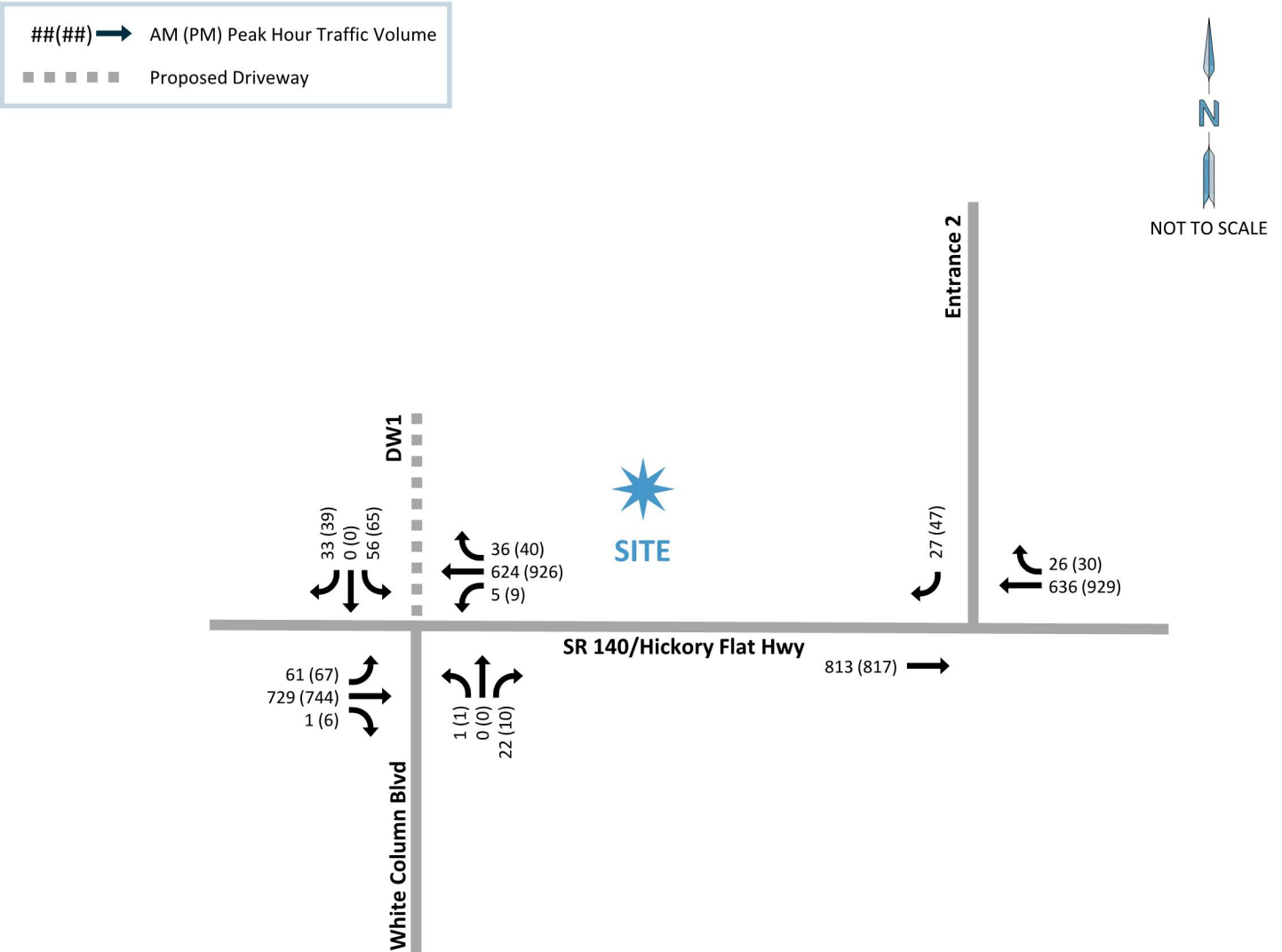


Figure 6: Future (2023) Traffic Volumes



5.5. Future Conditions Capacity Analysis

The future Build traffic volumes were entered into a *Synchro 10* model. The results of the capacity analysis are shown by lane group movement in Table 4. Average vehicular delays and level-of-service, as defined by the Highway Capacity Manual (HCM) 6th Edition are presented. Full *Synchro* and *SimTraffic* output reports are included Appendix D.

Table 4: Build Capacity Analysis

Intersection	Control	Lane Group Movement	AM Peak Hour			PM Peak Hour		
			Delay (s)	LOS	95 th % Queue (ft)	Delay (s)	LOS	95 th % Queue (ft)
Hickory Flat Hwy at White Column Blvd / Driveway 1	Side-Street Stop Control	EBL	9.4	A	46	11.1	B	56
		EBT/R	-	-	-	-	-	-
		WBL/T	9.4	A	60	9.5	A	81
		WBR	-	-	6	-	-	42
		NB	17.1	C	40	24.8	C	29
		SB	142.1	F	130	596.9	F	318
		Intersection	8.7	-	-	33.1	-	-
Hickory Flat Hwy at Entrance 2 (RIRO)	Side-Street Stop Control	EB	-	-	-	-	-	-
		EBT/R	-	-	-	-	-	-
		WBR	-	-	-	-	-	-
		SB	13.7	B	47	20.0	C	58
		Intersection	0.2	-	-	0.5	-	-

SR 140 Hickory Flat Hwy at White Column Blvd/Driveway 1 (full access)

The NB White Column Blvd approach for the existing minor street stop-controlled intersection continues to operate at LOS C during both the AM and PM peak periods in the build condition. The new proposed driveway, the SB approach from the site, is shown to operate at LOS F in both the AM and PM peak periods. It should be noted that Synchro is predominately a signal timing software and has difficulty modeling side-street stop-controlled intersections. HCM methodology assumes uniform spacing of vehicles and it does not take into consideration platooning or gaps in traffic that may take place as a result of adjacent signalized intersections. The delays associated with the HCM methodology analysis are not always a clear indication of the real-life delays at the intersection that often include platoons of vehicles and random gaps in traffic associated with upstream or downstream traffic operations.

SR 140 Hickory Flat Hwy at Entrance 2 (RIRO)

The SB approach for the existing minor street stop-controlled intersection continues to operate at operates at a LOS B during the AM peak period in the build condition. The SB approach continues to operate at LOS C with 20.0 seconds of delay during the PM peak period.

6. Conclusions and Recommendations

A proposed development consisting of 3 lots with two fast-food restaurants, a coffee shop with drive-through window and 2,500-SF of additional leasable retail space. Buildout will take place over approximately two years. The site plan will utilize one previous existing driveway to the east connected to an adjacent development. The site also proposes one full access driveway that aligns with the existing intersection on SR 140/Hickory Flat Hwy at White Column Blvd. The overall impacts of the development and potential mitigation recommendations are summarized below:

SR 140 Hickory Flat Hwy at White Column Blvd/Driveway 1 (full access)

- During the build conditions, this intersection continues to operate at an acceptable level of service during both peak periods.
- The NB approach from the residential development continues to operate at the same level of service as in the existing conditions.
- Right-turn and left-turn lanes are warranted for this driveway location.
- GDOT will require ICE analysis as part of the driveway permit process.

SR 140 Hickory Flat Hwy at Entrance 2 (RIRO)

- During the build conditions, this intersection continues to operate at an acceptable level of service during both peak periods.
- No mitigation is required as part of this development.

Appendix A: Site Plan

Appendix B: Traffic Data

VOLUME

Hickory Flat Hwy/SR 140 E/O White Columns Blvd

Day: Tuesday
Date: 3/30/2021City: Canton
Project #: GA21_180081_001

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						10,758	10,665						21,423
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							
00:00			8	17	25		12:00			180	172	352							
00:15			5	9	14		12:15			187	204	391							
00:30			1	5	6		12:30			192	193	385							
00:45			1	15	4	35	12:45			183	742	188	757	371	1499				
01:00			7	4	11		13:00			200	183	383							
01:15			2	7	9		13:15			187	201	388							
01:30			1	3	4		13:30			172	182	354							
01:45			4	14	4	18	13:45			184	743	186	752	370	1495				
02:00			4	5	9		14:00			154	179	333							
02:15			3	9	12		14:15			187	201	388							
02:30			5	3	8		14:30			166	205	371							
02:45			7	19	5	22	14:45			162	669	177	762	339	1431				
03:00			6	0	6		15:00			218	172	390							
03:15			5	3	8		15:15			182	207	389							
03:30			17	2	19		15:30			184	231	415							
03:45			8	36	6	11	15:45			187	771	204	814	391	1585				
04:00			12	7	19		16:00			207	200	407							
04:15			15	9	24		16:15			166	235	401							
04:30			28	7	35		16:30			191	210	401							
04:45			33	88	14	37	16:45			198	762	208	853	406	1615				
05:00			32	15	47		17:00			189	233	422							
05:15			48	23	71		17:15			212	225	437							
05:30			63	23	86		17:30			190	245	435							
05:45			66	209	31	92	17:45			195	786	244	947	439	1733				
06:00			89	39	128		18:00			196	231	427							
06:15			135	45	180		18:15			165	210	375							
06:30			138	84	222		18:30			163	221	384							
06:45			178	540	84	252	18:45			142	666	182	844	324	1510				
07:00			185	110	295		19:00			132	149	281							
07:15			176	122	298		19:15			130	153	283							
07:30			197	153	350		19:30			118	151	269							
07:45			192	750	145	530	19:45			124	504	138	591	262	1095				
08:00			189	160	349		20:00			107	149	256							
08:15			192	180	372		20:15			89	127	216							
08:30			185	165	350		20:30			76	90	166							
08:45			164	730	160	665	20:45			72	344	100	466	172	810				
09:00			156	155	311		21:00			52	80	132							
09:15			178	140	318		21:15			56	78	134							
09:30			170	152	322		21:30			45	60	105							
09:45			191	695	142	589	21:45			43	196	46	264	89	460				
10:00			173	142	315		22:00			38	55	93							
10:15			160	120	280		22:15			22	34	56							
10:30			158	152	310		22:30			21	39	60							
10:45			148	639	144	558	22:45			20	101	23	151	43	252				
11:00			157	124	281		23:00			13	22	35							
11:15			146	154	300		23:15			15	26	41							
11:30			178	143	321		23:30			21	17	38							
11:45			198	679	153	574	23:45			11	60	16	81	27	141				
TOTALS			4414	3383	7797		TOTALS			6344	7282	13626							
SPLIT %			56.6%	43.4%	36.4%		SPLIT %			46.6%	53.4%	63.6%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						10,758	10,665						21,423
AM Peak Hour			07:30	11:45	11:45		PM Peak Hour			17:15	17:00	17:15							
AM Pk Volume			770	722	1479		PM Pk Volume			793	947	1738							
Pk Hr Factor			0.977	0.885	0.946		Pk Hr Factor			0.935	0.966	0.990							
7 - 9 Volume	0	0	1480	1195	2675		4 - 6 Volume	0	0	1548	1800	3348							
7 - 9 Peak Hour			07:30	08:00	07:30		4 - 6 Peak Hour			16:30	17:00	17:00							
7 - 9 Pk Volume	0	0	770	665	1408		4 - 6 Pk Volume	0	0	790	947	1733							
Pk Hr Factor	0.000	0.000	0.977	0.924	0.946		Pk Hr Factor	0.000	0.000	0.932	0.966	0.987							

National Data & Surveying Services Intersection Turning Movement Count

Location: White Columns Blvd & Hickory Flat Hwy/SR 140
City: Canton
Control: 1-Way Stop(NB)

Project ID: 21-180080-001
Date: 3/30/2021

Data - Total

NS/EW Streets:	White Columns Blvd				White Columns Blvd				Hickory Flat Hwy/SR 140				Hickory Flat Hwy/SR 140					
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND					
	0	1	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL	
	7:00 AM	0	0	2	0	0	0	0	0	188	0	0	0	1	110	0	0	301
	7:15 AM	0	0	5	0	0	0	0	0	181	1	0	3	115	0	0	305	
	7:30 AM	0	0	8	0	0	0	0	0	187	0	0	2	150	0	0	347	
	7:45 AM	0	0	4	0	0	0	0	0	192	1	0	1	143	0	0	341	
	8:00 AM	0	0	3	0	0	0	0	0	194	0	0	1	158	0	0	356	
	8:15 AM	1	0	7	0	0	0	0	0	183	0	0	1	177	0	0	369	
	8:30 AM	0	0	5	0	0	0	0	0	177	1	0	2	158	0	0	343	
8:45 AM	0	0	2	0	0	0	0	0	156	1	0	1	155	0	0	315		
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL	
APPROACH %'s :	2.70%	0.00%	97.30%	0.00%	0	0	0	0	0	1458	4	0	12	1166	0	0	2677	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL	
PEAK HR VOL :	1	0	22	0	0	0	0	0	0	756	1	0	5	628	0	0	1413	
PEAK HR FACTOR :	0.250	0.000	0.688	0.000	0.000	0.000	0.000	0.000	0.000	0.974	0.250	0.000	0.625	0.887	0.000	0.000	0.957	
	0.719								0.976				0.889					

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND					
	0	1	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL	
	4:00 PM	2	0	0	0	0	0	0	0	193	2	0	2	194	0	0	396	
	4:15 PM	0	0	1	0	0	0	0	0	163	1	0	1	229	0	0	395	
	4:30 PM	0	0	4	0	0	0	0	0	181	3	0	3	209	0	0	400	
	4:45 PM	1	0	5	0	0	0	0	0	194	3	0	2	202	0	0	407	
	5:00 PM	0	0	3	0	0	0	0	0	185	1	0	2	227	0	0	418	
	5:15 PM	1	0	0	0	0	0	0	0	207	3	0	2	225	0	0	438	
	5:30 PM	0	0	2	0	0	0	0	0	187	1	0	2	240	0	0	432	
5:45 PM	0	0	5	0	0	0	0	0	195	1	0	3	238	0	0	442		
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL	
APPROACH %'s :	14.81%	0.00%	85.19%	0.00%	0	0	0	0	0	1505	15	0	17	1764	0	0	3328	
PEAK HR :	05:00 PM - 06:00 PM																TOTAL	
PEAK HR VOL :	1	0	10	0	0	0	0	0	0	774	6	0	9	930	0	0	1730	
PEAK HR FACTOR :	0.250	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.935	0.500	0.000	0.750	0.969	0.000	0.000	0.979	
	0.550								0.929				0.970					

National Data & Surveying ServicesIntersection Turning Movement Count

Location: Eclipse Azul Restaurant/AllState W Dwy & Hickory Flat Hwy/SR 140
City: Canton
Control: 1-Way Yield(SB)

Project ID: 21-180080-002
Date: 3/30/2021

Data - Total

NS/EW Streets:		Eclipse Azul Restaurant/AllState W Dwy				Eclipse Azul Restaurant/AllState W Dwy				Hickory Flat Hwy/SR 140				Hickory Flat Hwy/SR 140				
AM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	1 SR	0 SU	0 EL	1 ET	0 ER	0 EU	0 WL	1 WT	1 WR	0 WU		
	7:00 AM	0	0	0	0	0	0	1	0	1	181	0	0	0	108	0	0	291
	7:15 AM	0	0	0	0	0	0	1	0	0	189	0	0	0	119	0	0	309
	7:30 AM	0	0	0	0	0	0	4	0	0	190	0	0	0	147	0	0	341
	7:45 AM	0	0	0	0	0	0	1	0	0	202	0	0	0	142	1	0	346
	8:00 AM	0	0	0	0	0	0	0	0	0	196	0	0	0	161	0	0	357
	8:15 AM	0	0	0	0	0	0	0	0	0	195	0	0	0	177	0	0	372
	8:30 AM	0	0	0	0	0	0	1	0	0	179	0	0	0	160	0	0	340
	8:45 AM	0	0	0	0	0	0	0	0	0	163	0	0	0	156	0	0	319
TOTAL VOLUMES : APPROACH %'s :		NL 0	NT 0	NR 0	NU 0	SL 0.00%	ST 0.00%	SR 100.00%	SU 0.00%	EL 0.07%	ET 1495 99.93%	ER 0 0.00%	EU 0 0.00%	WL 0.00%	WT 1170 99.91%	WR 1 0.09%	WU 0 0.00%	TOTAL 2675
PEAK HR :		07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :		0	0	0	0	0	0	5	0	0	783	0	0	0	627	1	0	1416
PEAK HR FACTOR :		0.000	0.000	0.000	0.000	0.000	0.000	0.313	0.000	0.000	0.969	0.000	0.000	0.000	0.886	0.250	0.000	0.952
						0.313				0.969				0.887				
PM		NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	1 SR	0 SU	0 EL	1 ET	0 ER	0 EU	0 WL	1 WT	1 WR	0 WU		
	4:00 PM	0	0	0	0	0	0	4	0	0	196	0	0	0	194	1	0	395
	4:15 PM	0	0	0	0	0	0	0	0	0	164	0	0	0	229	0	0	396
	4:30 PM	0	0	0	0	0	0	2	0	0	188	0	0	0	206	1	0	397
	4:45 PM	0	0	0	0	0	0	2	0	0	197	0	0	0	203	2	0	406
	5:00 PM	0	0	0	0	0	0	5	0	1	184	0	0	0	226	1	0	417
	5:15 PM	0	0	0	0	0	0	6	0	1	209	0	0	0	219	2	0	437
	5:30 PM	0	0	0	0	0	0	8	0	1	188	0	0	0	232	0	0	429
	5:45 PM	0	0	0	0	0	0	2	0	0	197	0	0	0	242	0	0	441
TOTAL VOLUMES : APPROACH %'s :		NL 0	NT 0	NR 0	NU 0	SL 0.00%	ST 0.00%	SR 100.00%	SU 0.00%	EL 0.33%	ET 1523 99.67%	ER 0 0.00%	EU 0 0.00%	WL 0.00%	WT 1751 99.60%	WR 7 0.40%	WU 0 0.00%	TOTAL 3318
PEAK HR :		05:00 PM - 06:00 PM																TOTAL
PEAK HR VOL :		0	0	0	0	0	0	21	0	3	778	0	0	0	919	3	0	1724
PEAK HR FACTOR :		0.000	0.000	0.000	0.000	0.000	0.000	0.656	0.000	0.750	0.931	0.000	0.000	0.000	0.949	0.375	0.000	0.977
						0.656				0.930				0.952				

Appendix A: Trip Generation

Trip Generation

Calculation of Anticipated Project Trips

Based upon methodology from ITE's *Trip Generation Manual*, 10th Edition (2017)

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Project Land Use	Project Density	Project Trips			ITE Code	Variable	Equation Used ¹	In/Out Distribution
		Total	Inbound	Outbound				
Coffee/Doughnut Shop with Drive-Through Window	2,400 S.F.				937	1,000 S.F.		
Lot 1								
Daily		1,969	985	984			T = 820.38(X)	50% / 50%
AM Peak Hour		214	109	105			T = 88.99(X)	51% / 49%
PM Peak Hour		104	52	52			T = 43.38(X)	50% / 50%
Reductions for Pass-By Trips								
Daily	50%	985	493	492				
AM Peak Hour	49%	105	53	51				
PM Peak Hour	50%	52	26	26				
NET NEW EXTERNAL VEHICULAR TRIPS								
Daily		984	492	492				
AM Peak Hour		109	56	54				
PM Peak Hour		52	26	26				
Fast-Food Restaurant with Drive-Through Window	2,500 S.F.				934	1,000 S.F.		
Lot 2								
No Breakfast								
Daily		1,177	589	588			T = 470.95(X)	50% / 50%
AM Peak Hour		5	3	2			T = 40.19(X)	51% / 49%
PM Peak Hour		82	43	39			T = 32.67(X)	52% / 48%
Reductions for Pass-By Trips								
Daily	22%	259	130	129				
AM Peak Hour	0%	0	0	0				
PM Peak Hour	43%	35	18	17				
NET NEW EXTERNAL VEHICULAR TRIPS								
Daily		918	459	459				
AM Peak Hour		5	3	2				
PM Peak Hour		47	25	22				
Variety Store	2,500 S.F.				814	1,000 S.F.		
Lot 2								
Daily		159	80	79			T = 63.47(X)	50% / 50%
AM Peak Hour		8	6	2			T = 3.18(X)	57% / 43%
PM Peak Hour		17	7	10			T = 6.84(X)	52% / 48%
Reductions for Pass-By Trips								
Daily	17%	18	14	13				
AM Peak Hour	0%	0	0	0				
PM Peak Hour	34%	0	2	3				
NET NEW EXTERNAL VEHICULAR TRIPS								
Daily		141	66	66				
AM Peak Hour		8	6	2				
PM Peak Hour		17	5	7				
Fast-Food Restaurant with Drive-Through Window	1,846 S.F.				934	1,000 S.F.		
Lot 3								
No Breakfast								
Daily		869	435	434			T = 470.95(X)	50% / 50%
AM Peak Hour		4	3	1			T = 40.19(X)	51% / 49%
PM Peak Hour		60	31	29			T = 32.67(X)	52% / 48%
Reductions for Pass-By Trips								
Daily	22%	191	96	95				
AM Peak Hour	0%	0	0	0				
PM Peak Hour	43%	26	13	12				
NET NEW EXTERNAL VEHICULAR TRIPS								
Daily		678	339	339				
AM Peak Hour		4	3	1				
PM Peak Hour		34	18	17				
TOTAL GROUP TRIPS					937	Coffee/Doughnut Shop with Drive-Through Window		
Daily		4,174	2,089	2,085	934	Fast-Food Restaurant with Drive-Through Window		
AM Peak Hour		231	121	110	814	Variety Store		
PM Peak Hour		263	133	130	934	Fast-Food Restaurant with Drive-Through Window		
TOTAL PASS-BY TRIPS					0	Land Use		
Daily		1,462	733	729				
AM Peak Hour		104	53	51				
PM Peak Hour		117	59	58				
NET NEW EXTERNAL VEHICULAR TRIPS								
Daily		2,712	1,356	1,356				
AM Peak Hour		127	68	59				
PM Peak Hour		146	74	72				

Note: ¹ Where: T = Trips; X = Density by Variable

Appendix D: Synchro & Queuing Analysis Reports

Intersection						
Int Delay, s/veh	0.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↕			↕	↕	
Traffic Vol, veh/h	756	1	5	628	1	22
Future Vol, veh/h	756	1	5	628	1	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- None		- None	
Storage Length	-	-	-	-	0	-
Veh in Median Storage	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	822	1	5	683	1	24
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	823	0	1516	823
Stage 1	-	-	-	-	823	-
Stage 2	-	-	-	-	693	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-2.218	-	-3.518	3.318	-
Pot Cap-1 Maneuver	-	-	807	-	131	373
Stage 1	-	-	-	-	431	-
Stage 2	-	-	-	-	496	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	807	-	130	373
Mov Cap-2 Maneuver	-	-	-	-	130	-
Stage 1	-	-	-	-	431	-
Stage 2	-	-	-	-	491	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.1		16.2	
HCM LOS	C					
Minor Lane/Major Mvm	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	345	-	-	807	-	
HCM Lane V/C Ratio	0.072	-	-	0.007	-	
HCM Control Delay (s)	16.2	-	-	9.5	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0	-	

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑	↗		↗
Traffic Vol, veh/h	0	783	627	1	0	5
Future Vol, veh/h	0	783	627	1	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- Yield		- None	
Storage Length	-	-	-	150	-	0
Veh in Median Storage, #	0	0	-	0	-	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	851	682	1	0	5
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	682
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	450
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	450
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		13.1		
HCM LOS				B		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	450		
HCM Lane V/C Ratio	-	-	-	0.012		
HCM Control Delay (s)	-	-	-	13.1		
HCM Lane LOS	-	-	-	B		
HCM 95th %tile Q(veh)	-	-	-	0		

Intersection: 1: White Column & SR 140

Movement	WB	NB
Directions Served	LT	LR
Maximum Queue (ft)	54	44
Average Queue (ft)	4	15
95th Queue (ft)	27	39
Link Distance (ft)	289	140
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: SR 140 & Entrance 2

Movement	SB
Directions Served	R
Maximum Queue (ft)	30
Average Queue (ft)	6
95th Queue (ft)	25
Link Distance (ft)	362
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↕ ↕ ↕ ↕ ↕ ↕					
Traffic Vol, veh/h	774	6	9	930	1	10
Future Vol, veh/h	774	6	9	930	1	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- None		- None	
Storage Length	-	-	-	-	0	-
Veh in Median Storage	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	841	7	10	1011	1	11
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	848	0	1876	845
Stage 1	-	-	-	-	845	-
Stage 2	-	-	-	-	1031	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	790	-	79	363
Stage 1	-	-	-	-	421	-
Stage 2	-	-	-	-	344	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	790	-	77	363
Mov Cap-2 Maneuver	-	-	-	-	77	-
Stage 1	-	-	-	-	421	-
Stage 2	-	-	-	-	334	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0.1		18.9		
HCM LOS	C					
Minor Lane/Major Mvm	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	271	-	-	790	-	
HCM Lane V/C Ratio	0.044	-	-	0.012	-	
HCM Control Delay (s)	18.9	-	-	9.6	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑	↑		↑
Traffic Vol, veh/h	0	781	919	3	0	21
Future Vol, veh/h	0	781	919	3	0	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- Yield		- None	
Storage Length	-	-	-	150	-	0
Veh in Median Storage, #	0	0	-	0	-	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	849	999	3	0	23
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	999
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	295
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	295
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		18.2		
HCM LOS	C					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	295		
HCM Lane V/C Ratio	-	-	-	0.077		
HCM Control Delay (s)	-	-	-	18.2		
HCM Lane LOS	-	-	-	C		
HCM 95th %tile Q(veh)	-	-	-	0.2		

Intersection: 1: White Column & SR 140

Movement	WB	NB
Directions Served	LT	LR
Maximum Queue (ft)	128	29
Average Queue (ft)	10	6
95th Queue (ft)	65	25
Link Distance (ft)	290	214
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: SR 140 & Entrance 2

Movement	SB
Directions Served	R
Maximum Queue (ft)	49
Average Queue (ft)	16
95th Queue (ft)	43
Link Distance (ft)	362
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Intersection												
Int Delay, s/veh	8.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	61	729	1	5	624	36	1	0	22	56	0	33
Future Vol, veh/h	61	729	1	5	624	36	1	0	22	56	0	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	250	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	66	792	1	5	678	39	1	0	24	61	0	36

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	717	0	0	793	0	0	1651	1652	793	1625	1613	678
Stage 1	-	-	-	-	-	-	925	925	-	688	688	-
Stage 2	-	-	-	-	-	-	726	727	-	937	925	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	884	-	-	828	-	-	79	98	389	82	104	452
Stage 1	-	-	-	-	-	-	323	348	-	436	447	-
Stage 2	-	-	-	-	-	-	416	429	-	318	348	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	884	-	-	828	-	-	68	90	389	72	95	452
Mov Cap-2 Maneuver	-	-	-	-	-	-	68	90	-	72	95	-
Stage 1	-	-	-	-	-	-	299	322	-	403	443	-
Stage 2	-	-	-	-	-	-	379	425	-	276	322	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	8.7			0.1			17.1			142.1		
HCM LOS							C			F		

Minor Lane/Major Mvm	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	323	884	-	-	828	-	-	105
HCM Lane V/C Ratio	0.077	0.075	-	-	0.007	-	-	0.921
HCM Control Delay (s)	17.1	9.4	-	-	9.4	0	-	142.1
HCM Lane LOS	C	A	-	-	A	A	-	F
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0	-	-	5.5

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑	↗		↗
Traffic Vol, veh/h	0	813	636	26	0	27
Future Vol, veh/h	0	813	636	26	0	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- Yield		- None	
Storage Length	-	-	-	150	-	0
Veh in Median Storage, #	0	0	-	0	-	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	884	691	28	0	29
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	691
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	445
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	445
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		13.7		
HCM LOS	B					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	445		
HCM Lane V/C Ratio	-	-	-	0.066		
HCM Control Delay (s)	-	-	-	13.7		
HCM Lane LOS	-	-	-	B		
HCM 95th %tile Q(veh)	-	-	-	0.2		

Intersection: 1: White Column/DW1 & SR 140

Movement	EB	WB	WB	NB	SB
Directions Served	L	LT	R	LTR	LTR
Maximum Queue (ft)	61	149	15	42	167
Average Queue (ft)	20	8	1	15	52
95th Queue (ft)	46	60	6	40	130
Link Distance (ft)		282		211	324
Upstream Blk Time (%)		0			
Queuing Penalty (veh)		0			
Storage Bay Dist (ft)	250		250		
Storage Blk Time (%)		0			
Queuing Penalty (veh)		0			

Intersection: 2: SR 140 & Entrance 2

Movement	SB
Directions Served	R
Maximum Queue (ft)	47
Average Queue (ft)	20
95th Queue (ft)	47
Link Distance (ft)	362
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Intersection

Int Delay, s/veh 33.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	67	744	6	9	926	40	1	0	10	65	0	39
Future Vol, veh/h	67	744	6	9	926	40	1	0	10	65	0	39
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	250	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	73	809	7	10	1007	43	1	0	11	71	0	42

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow All	1050	0	0	816
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	4.12	-	-	4.12
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	2.218	-	-	2.218
Pot Cap-1 Maneuver	663	-	-	812
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	663	-	-	812
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.9	0.1	24.8	\$ 596.9
HCM LOS			C	F

Minor Lane/Major Mvm	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	194	663	-	-	812	-	-	58
HCM Lane V/C Ratio	0.062	0.11	-	-	0.012	-	-	1.949
HCM Control Delay (s)	24.8	11.1	-	-	9.5	0	-	\$ 596.9
HCM Lane LOS	C	B	-	-	A	A	-	F
HCM 95th %tile Q(veh)	0.2	0.4	-	-	0	-	-	10.8

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑	↑		↑
Traffic Vol, veh/h	0	817	929	30	0	47
Future Vol, veh/h	0	817	929	30	0	47
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- Yield		- None	
Storage Length	-	-	-	150	-	0
Veh in Median Storage, #	0	0	-	0	-	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	888	1010	33	0	51
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	1010
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	291
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	-	291
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		20		
HCM LOS				C		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	291		
HCM Lane V/C Ratio	-	-	-	0.176		
HCM Control Delay (s)	-	-	-	20		
HCM Lane LOS	-	-	-	C		
HCM 95th %tile Q(veh)	-	-	-	0.6		

1: White Column/DW1 & SR 140 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBR	SBL	SBR	All
Denied Delay (hr)	0.1	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.2	1.0
Denied Del/Veh (s)	3.0	0.9	1.0	0.0	0.0	0.0		0.1	31.0	20.8	1.8
Total Delay (hr)	0.2	0.2	0.0	0.0	0.6	0.0	0.0	0.0	3.3	2.0	6.4
Total Del/Veh (s)	12.1	1.1	0.2	5.6	2.3	0.3		9.6	205.6	180.4	12.2
Stop Delay (hr)	0.2	0.0	0.0	0.0	0.1	0.0	0.0	0.0	3.3	2.0	5.6
Stop Del/Veh (s)	10.6	0.0	0.0	4.1	0.2	0.1		9.4	206.8	182.9	10.8

2: SR 140 & Entrance 2 Performance by movement

Movement	EBT	WBT	WBR	SBR	All
Denied Delay (hr)	0.0	0.2	0.0	0.0	0.3
Denied Del/Veh (s)	0.0	0.9	3.0	0.1	0.5
Total Delay (hr)	0.3	0.4	0.0	0.1	0.8
Total Del/Veh (s)	1.3	1.5	1.5	11.1	1.7
Stop Delay (hr)	0.0	0.0	0.0	0.1	0.2
Stop Del/Veh (s)	0.1	0.0	0.0	10.7	0.3

Total Network Performance

Denied Delay (hr)	1.2
Denied Del/Veh (s)	2.3
Total Delay (hr)	7.5
Total Del/Veh (s)	14.0
Stop Delay (hr)	5.8
Stop Del/Veh (s)	10.9

Intersection: 1: White Column/DW1 & SR 140

Movement	EB	WB	WB	NB	SB
Directions Served	L	LT	R	LTR	LTR
Maximum Queue (ft)	76	175	64	38	264
Average Queue (ft)	25	14	2	8	150
95th Queue (ft)	56	81	42	29	318
Link Distance (ft)		282		211	324
Upstream Blk Time (%)		0	0		12
Queuing Penalty (veh)		0	0		0
Storage Bay Dist (ft)	250		250		
Storage Blk Time (%)		0			
Queuing Penalty (veh)		0			

Intersection: 2: SR 140 & Entrance 2

Movement	SB
Directions Served	R
Maximum Queue (ft)	62
Average Queue (ft)	29
95th Queue (ft)	58
Link Distance (ft)	362
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 1



FINANCIAL HIGHLIGHTS
April 30, 2021



Budget Summary
33% of year lapsed

	Unaudited		Unaudited	
	2020 Year End		2021 Year to	% Annual
	Actual	2021 Budget	Date	Budget
REVENUES BY FUND				
General Fund	10,439,848	9,500,000	2,178,391	22.93%
Operating Grant Fund	138,237	125,000	20,852	16.68%
Parks & Recreation Fund	451,443	386,000	147,161	38.12%
Hotel/Motel Tax Fund	3,452	5,000	1,438	28.75%
Urban Redevelopment Agency	5,723,104	4,000,000	233,474	5.84%
SPLOST III Fund	6,128	280,000	75	0.03%
SPLOST IV Fund	2,348	67,800	6	0.01%
SPLOST V Fund	2,471,555	6,750,480	743,647	11.02%
Town Center Fund	5,923,464	4,167,692	233,491	5.60%
Debt Service Fund	51,932	1,102,952	373	0.03%
Stormwater Utility Fund	271,963	376,317	20,936	5.56%
TOTAL REVENUES - ALL FUNDS	\$ 25,483,474	\$ 26,761,241	\$ 3,579,844	13.38%

EXPENDITURES/EXPENSES BY FUND				
General Fund	8,835,048	9,500,000	4,595,689	48.38%
Operating Grant Fund	118,907	125,000	40,488	32.39%
Parks & Recreation Fund	88,227	386,000	56,357	14.60%
Hotel/Motel Tax Fund	1,540	5,000	4,295	85.90%
Urban Redevelopment Agency	5,723,105	4,000,000	233,474	5.84%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,527,701	6,750,480	227,302	3.37%
Town Center Fund	6,332,968	4,167,692	191,562	4.60%
Debt Service Fund	279,985	1,102,952	536,368	48.63%
Stormwater Utility Fund	256,381	376,317	63,480	16.87%
TOTAL EXPENDITURES/				
EXPENSES - ALL FUNDS	\$ 23,163,862	\$ 26,761,241	\$ 5,949,015	22.23%



**Comparison to Prior Year
33% of year lapsed**

	04/30/20 Actual	2020 Annual Budget	% of Annual Budget	04/30/21 Actual	2021 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	1,786,069	9,500,000	18.80%	2,178,391	9,500,000	22.93%
Operating Grant Fund	49,951	215,000	23.23%	20,852	125,000	16.68%
Parks & Recreation Fund	130,822	377,500	34.65%	147,161	386,000	38.12%
Hotel/Motel Tax Fund	1,061	3,000	35.36%	1,438	5,000	28.75%
Urban Redevelopment Agency	3,506,969	6,000,000	58.45%	233,474	4,000,000	5.84%
SPLOST III Fund	30	274,650	0.01%	75	280,000	0.03%
SPLOST IV Fund	16	70,000	0.02%	6	67,800	0.01%
SPLOST V Fund	896,638	8,814,505	0.00%	743,647	6,750,480	11.02%
Town Center Fund	3,507,073	6,551,600	53.53%	233,491	4,167,692	5.60%
Debt Service Fund	732	516,319	0.14%	373	1,102,952	0.03%
Stormwater Utility Fund	12,714	350,000	3.63%	20,936	376,317	5.56%
TOTAL REVENUES - ALL FUNDS	\$ 9,892,075	\$ 32,672,574	10.96%	\$ 3,579,844	\$ 26,761,241	13.38%
EXPENDITURES/EXPENSES BY FUND						
General Fund	4,308,039	9,500,000	45.35%	4,595,689	9,500,000	48.38%
Operating Grant Fund	53,547	215,000	24.91%	40,488	125,000	32.39%
Parks & Recreation Fund	25,514	377,500	6.76%	56,357	386,000	14.60%
Hotel/Motel Tax Fund	540	3,000	18.00%	4,295	5,000	85.90%
Urban Redevelopment Agency	3,506,969	6,000,000	58.45%	233,474	4,000,000	5.84%
SPLOST III Fund	-	274,650	0.00%	-	280,000	0.00%
SPLOST IV Fund	-	70,000	0.00%	-	67,800	0.00%
SPLOST V Fund	111,942	8,814,505	0.00%	227,302	6,750,480	3.37%
Town Center Fund	4,023,283	6,551,600	61.41%	191,562	4,167,692	4.60%
Debt Service Fund	15,382	516,319	2.98%	536,368	1,102,952	48.63%
Stormwater Utility Fund	61,311	350,000	17.52%	63,480	376,317	16.87%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 12,106,526	\$ 32,672,574	18.21%	\$ 5,949,015	\$ 26,761,241	22.23%

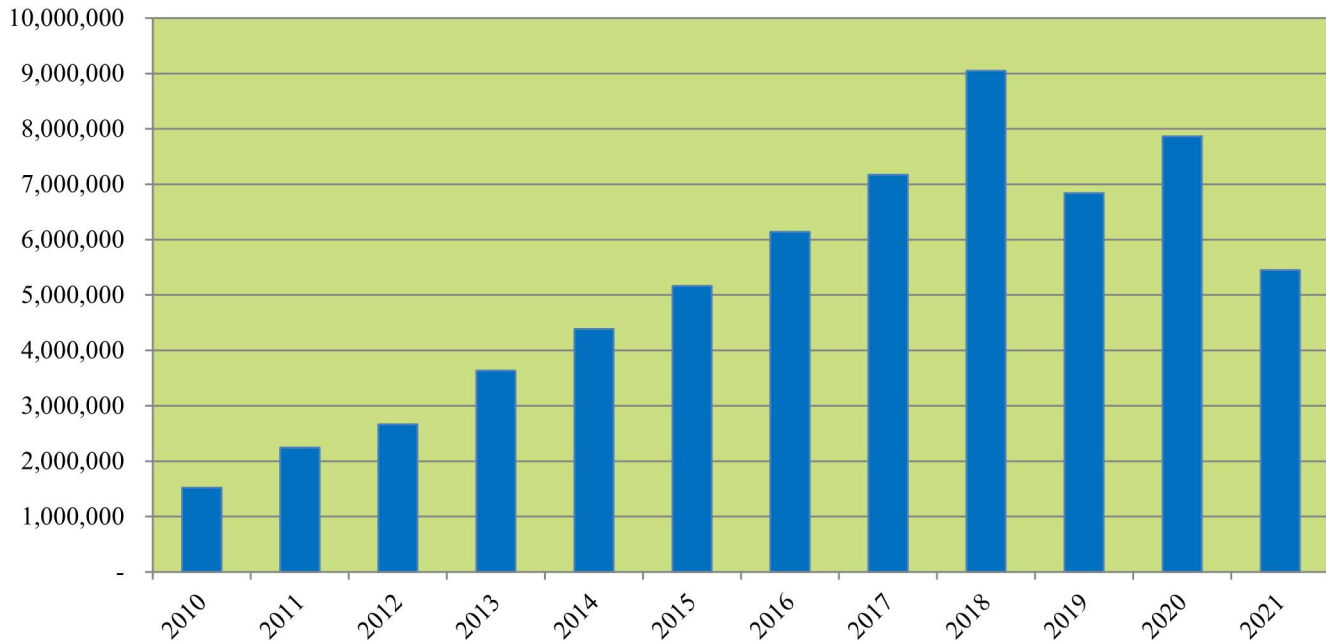


**Changes in Fund Balance/Net Position
As of April 30, 2021**

Fund				Unaudited	
	Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Balance as of 04/30/2021	Net Increase/ (Decrease)
General Fund	7,868,131	2,178,391	4,595,689	5,450,833	(2,417,298)
Operating Grant Fund	56,456	20,852	40,488	36,820	(19,636)
Parks & Recreation Fund	512,707	147,161	56,357	603,512	90,805
Hotel/ Motel Tax Fund	8,754	1,438	4,295	5,897	(2,857)
Urban Redevelopment Agency	-	233,474	233,474	-	-
SPLOST III Fund	280,106	75	-	280,181	75
SPLOST IV Fund	69,064	6	-	69,070	6
SPLOST V Fund	(2,114,621)	743,647	227,302	(1,598,276)	516,345
Town Center Fund	(242,111)	233,491	191,562	(200,182)	41,929
Debt Service Fund	1,592,641	373	536,368	1,056,647	(535,994)
Stormwater Utility Fund	4,170,847	20,936	63,480	4,128,303	(42,544)
	<u>\$ 12,201,974</u>	<u>\$ 3,579,844</u>	<u>\$ 5,949,015</u>	<u>\$ 9,832,804</u>	<u>\$ (2,369,170)</u>

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

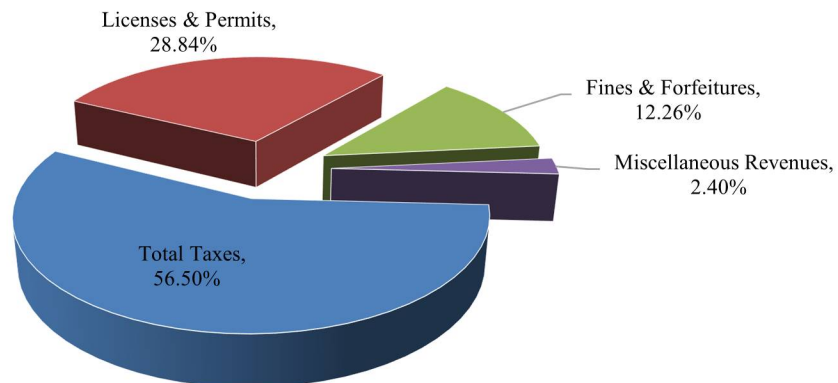




Budget Comparison Report - General Fund
33% of year lapsed

REVENUES	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Property Taxes	7,857	4,800,000	242,938	5.06%
Motor Vehicle Taxes	8,114	90,000	40,876	45.42%
Motor Vehicle Title Ad Valorem Tax	53,869	385,000	208,062	54.04%
Mobile Home Tax	16	150	119	79.60%
Recording Intangible Taxes	10,450	150,000	39,484	26.32%
Penalties & Interest	584	12,000	3,238	26.98%
Fifa Fees	300	2,000	990	49.49%
Franchise Tax	-	465,000	478,702	102.95%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,198	15,000	5,583	37.22%
Business & Occupation Tax	4,970	135,000	50,467	37.38%
Financial Institutions Tax	-	3,500	1,516	43.31%
Insurance Premium Tax	-	750,000	-	0.00%
Total Taxes	139,436	7,317,400	1,230,715	16.82%
Licenses & Permits	222,289	1,197,600	628,320	52.46%
Fines & Forfeitures	76,282	765,050	267,017	34.90%
Miscellaneous Revenues	6,552	134,700	49,935	37.07%
Interest Income	2,801	40,000	2,385	5.96%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	-	25,000	-	0.00%
Donation from Private Sources	-	20,000	20	0.10%
TOTAL GENERAL FUND REVENUES	\$ 447,360	\$ 9,500,000	\$ 2,178,391	22.93%

Revenues by Source



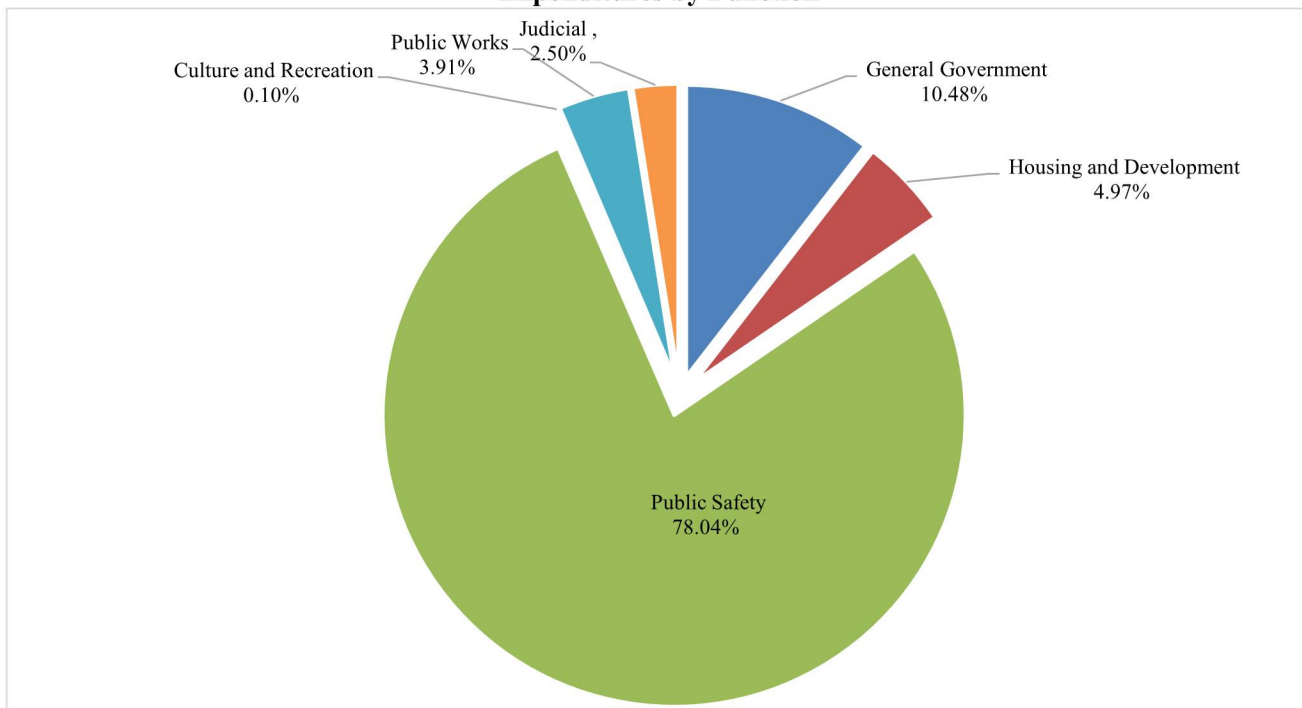
EXPENDITURES	April 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
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Budget Comparison Report - General Fund
33% of year lapsed

General Government	83,672	1,512,574	481,819	31.85%
Housing and Development	65,811	759,112	228,243	30.07%
Public Safety	2,643,483	6,192,975	3,586,591	57.91%
Culture and Recreation	345	29,500	4,419	14.98%
Public Works	59,017	634,740	179,826	28.33%
Judicial	28,121	371,099	114,792	30.93%
TOTAL GENERAL FUND EXPENDITURES	\$ 2,880,449	\$ 9,500,000	\$ 4,595,689	<u>48.38%</u>

Expenditures by Function





Budget Comparison Report - All Funds
33% of year lapsed

	Unaudited			
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	10,439,848	9,500,000	2,178,391	22.93%
Expenditures:	8,835,048	9,500,000	4,595,689	48.38%
Excess Revenues over (under) Expenditures	1,604,800	-	(2,417,298)	
<u>OPERATING GRANT FUND</u>				
Revenues:	138,237	125,000	20,852	16.68%
Expenditures:	118,907	125,000	40,488	32.39%
Excess Revenues over (under) Expenditures	19,330	-	(19,636)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	451,443	386,000	147,161	38.12%
Expenditures:	88,227	386,000	56,357	14.60%
Excess Revenues over (under) Expenditures	363,216	-	90,805	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	3,452	5,000	1,438	28.75%
Expenditures:	1,540	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	1,912	-	(2,857)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	5,723,104	4,000,000	233,474	5.84%
Expenditures:	5,723,105	4,000,000	233,474	5.84%
Excess Revenues over (under) Expenditures	(1)	-	-	
<u>SPLOST III FUND</u>				
Revenues:	6,128	280,000	75	0.03%
Expenditures:	-	280,000	-	0.00%
Excess Revenues over (under) Expenditures	6,128	-	75	
<u>SPLOST IV FUND</u>				
Revenues:	2,348	67,800	6	0.01%
Expenditures:	-	67,800	-	0.00%
Excess Revenues over (under) Expenditures	2,348	-	6	
<u>SPLOST V FUND</u>				
Revenues:	2,471,555	6,750,480	743,647	11.02%
Expenditures:	1,527,701	6,750,480	227,302	3.37%



Budget Comparison Report - All Funds
33% of year lapsed

	Unaudited			
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
Excess Revenues over (under) Expenditures	943,854	-	516,345	
<u>TOWN CENTER FUND</u>				
Revenues:	5,923,464	4,167,692	233,491	5.60%
Expenditures:	6,332,968	4,167,692	191,562	4.60%
Excess Revenues over (under) Expenditures	(409,504)	-	41,929	
<u>DEBT SERVICE FUND</u>				
Revenues:	51,932	1,102,952	373	0.03%
Expenditures:	279,985	1,102,952	536,368	48.63%
Excess Revenues over (under) Expenditures	(228,053)	-	(535,994)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	271,963	376,317	20,936	5.56%
Expenses:	256,381	376,317	63,480	16.87%
Excess Revenues over (under) Expenses	15,582	-	(42,544)	



Investments
As of April 30, 2021

Ameris Bank

Downtown Development Authority - CD .75% 36,462

Subtotal Ameris Bank	\$	36,462
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Goldman Sachs Autocallable GS Momentum Builder		259,422
Certificate of Deposit - CD .75% Maturity Date - 08/21/2021		301,000
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021		250,000
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022		500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022		500,000
Certificate of Deposit - CD .20% Maturity Date - 12/12/2021		250,000
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022		250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022		75,000

Subtotal South State Investment Services	\$	2,385,422
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Total Investments	\$	2,421,884
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Cash
As of April 30, 2021

Ameris Bank

Downtown Development Authority - Checking	79,310
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Subtotal Ameris Bank	\$ 79,310
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South State Bank

General Fund	3,054,086
Main Street Board	78,490
Parks & Recreation Fund	596,274
Hotel Motel Tax Fund	5,702
Money Market Account	1,234,911
Municipal Court Fund	178,284
Operating Grant Fund	30,857
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST III	280,181
SPLOST IV	66,989
SPLOST IV/Grant Revenue	2,081
SPLOST V	106,625
Town Center Fund	47,173
Debt Service Fund	1,056,647
Stormwater Utility Fund	107,606
Tree Replacement Fund	8,249

Subtotal South State Bank	\$ 6,861,645
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South State Investment Services

Budget Stabilization Cash Account	90
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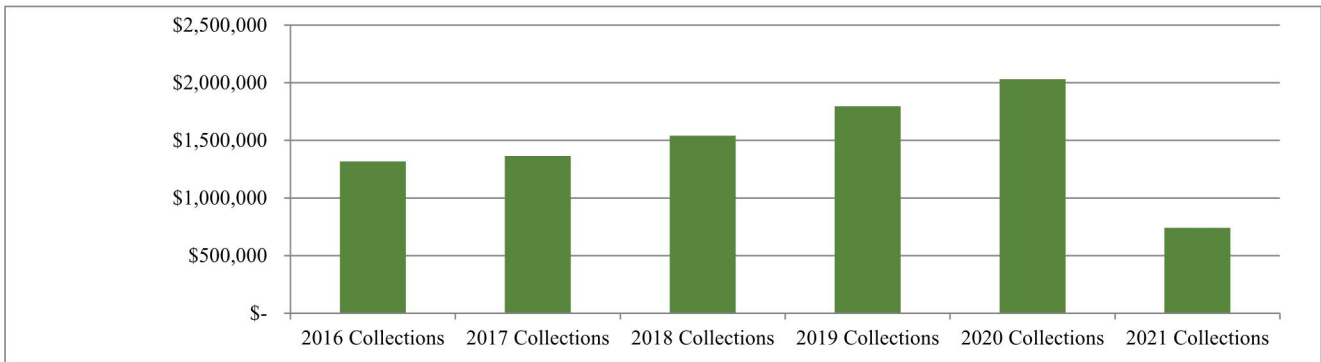
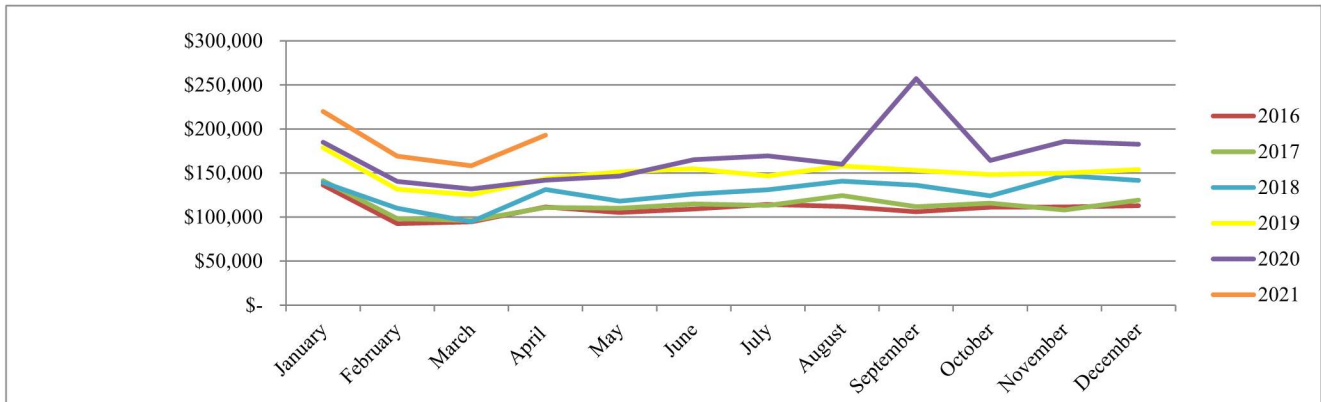
Subtotal South State Investment Services	\$ 90
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Total Cash	\$ 6,941,046
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Special Purpose Local Option Sales Tax Collections
As of April 30, 2021

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	18.91%
February	92,605	98,189	109,987	131,700	140,587	169,237	20.38%
March	94,455	96,130	94,765	125,375	131,947	158,258	19.94%
April	111,527	111,048	131,392	143,535	141,914	193,138	36.09%
May	105,169	110,063	117,981	151,269	146,483		
June	109,300	114,965	126,193	154,922	165,255		
July	114,305	113,172	131,005	146,946	169,488		
August	112,004	124,429	140,651	158,066	160,110		
September	106,169	111,901	136,184	153,139	257,264		
October	111,138	115,857	124,067	148,285	164,463		
November	111,396	108,048	147,256	149,921	185,812		
December	112,996	119,270	141,583	153,903	182,579		
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 740,561	





**Downtown Development Authority
As of April 30, 2021**

Revenues	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,650	-	0.00%
Interest Revenue	-	350	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

Expenditures				
Dues & Fees	290	500	290	58.00%
Training	75	250	75	30.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
TOTAL EXPENDITURES	\$ 365	\$ 5,000	\$ 365	7.30%



GENERAL FUND REVENUE DETAIL
As of April 30, 2021

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	7,857	4,800,000	242,938	5.06%
Real Property Tax - Public Utility	-	60,000	1,094	1.82%
Personal Property Tax	774	160,000	12,552	7.85%
Motor Vehicle Tax	8,114	90,000	40,876	45.42%
Motor Vehicle Title Ad Valorem Tax	53,869	385,000	208,062	54.04%
Apportioned Vehicles (AAVT)	3,195	2,500	3,195	127.78%
Mobile Home Tax	16	150	119	79.60%
Intangible Tax	10,450	150,000	39,484	26.32%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,198	15,000	5,583	37.22%
Franchise Tax - Electric	-	465,000	478,702	102.95%
Franchise Tax - Gas	-	55,000	22,545	40.99%
Franchise Tax - Cable	48,093	225,000	117,815	52.36%
Franchise Tax - Telephone	17	6,500	1,538	23.66%
Business & Occupational Tax	4,970	135,000	50,467	37.38%
Insurance Premium Tax	-	750,000	-	0.00%
Financial Institutions Tax	-	3,500	1,516	43.31%
Penalties & Interest	584	12,000	3,238	26.98%
FiFa Fees	300	2,000	990	49.49%
Total Taxes	139,436	7,317,400	1,230,715	16.82%
Alcoholic Beverage Licenses	-	75,000	2,500	3.33%
Alcohol Pouring Permit	125	2,500	1,840	73.60%
Zoning and Land Use Permits	280	12,500	3,538	28.30%
Planning and Development Fees	-	7,500	4,543	60.57%
Sign Permit Fees	260	3,000	534	17.80%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	50	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	535	1,000	860	86.00%
Building Permit Revenue	162,497	850,000	449,183	52.85%
Certificate of Occupancy Fees	30,000	150,000	89,500	59.67%
Building Permit - Reinspection Fees	2,625	20,000	7,150	35.75%
Building Permit-Sub Fee	10,501	50,000	33,364	66.73%
Occupational Tax Late Fees	-	750	-	0.00%
Plan Review Fees	15,466	25,000	35,308	141.23%
Total Licenses and Permits	222,289	1,197,600	628,320	52.46%
Municipal Court Fines	70,925	750,000	256,732	34.23%
Forfeitures	-	500	-	0.00%
Court Costs	1,856	7,500	5,784	77.12%
Drug Testing Fees	-	500	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	3,500	1,000	4,500	450.00%
Other Forfeitures	-	500	-	0.00%
Total Fines and Forfeitures	76,282	765,050	267,017	34.90%
Grant Revenue	-	1,000	3,140	313.96%
Probation Fees	2,269	25,000	7,775	31.10%
Printing and Duplicating Service Fees	33	250	76	30.25%
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	12 215	2,500	755	30.20%



GENERAL FUND REVENUE DETAIL
As of April 30, 2021

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	50	1,000	270	27.00%
Bad Check Fees	-	100	100	100.00%
Miscellaneous Revenue	50	13,850	3,190	23.03%
Rents and Royalties	3,935	55,000	16,130	29.33%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	6,552	134,700	49,935	37.07%
Interest Revenue	3,086	40,000	2,385	5.96%
Unrealized Gain or Loss on Investments	(285)	-	-	100.00%
Total Investment Income	2,801	40,000	2,385	5.96%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	-	25,000	-	0.00%
Donations from Private Sources	-	20,000	20	0.10%
Total Other Financing Sources	-	45,250	20	0.04%
TOTAL GENERAL FUND REVENUES	\$ 447,360	\$ 9,500,000	\$ 2,178,391	22.93%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	14,000	33.33%
Employee Benefits-Medical	5,648	88,048	30,827	35.01%
Employee Benefits-Dental	233	4,095	1,287	31.43%
Employee Benefits-ADD Life	74	882	368	41.67%
FICA	128	2,604	532	20.43%
Medicare	30	609	124	20.43%
Employee Benefits-Retirement	310	4,470	1,242	27.78%
Unemployment	14	101	55	54.41%
Workers Comp Insurance	-	108	86	79.69%
Total Salaries and Benefits	<u>9,937</u>	<u>142,917</u>	<u>48,521</u>	<u>33.95%</u>
Communications	47	750	158	21.08%
Travel	-	1,000	-	0.00%
Dues and Fees	-	750	242	32.29%
Education and Training	-	3,000	325	10.83%
Other Expenditures	-	500	419	83.81%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	300	120.00%
Total Operations	<u>47</u>	<u>6,500</u>	<u>1,444</u>	<u>22.22%</u>
City Manager				
Salaries & Wages	11,538	150,000	45,918	30.61%
Employee Benefits-Medical	702	8,572	3,758	43.85%
Employee Benefits-Dental	12	1,120	350	31.22%
Employee Benefits-ADD Life	12	147	61	41.67%
Employee Benefits-Disability	84	1,008	420	41.67%
FICA	713	8,854	2,839	32.06%
Medicare	167	2,175	664	30.52%
Employee Benefits-Retirement	1,109	15,964	4,435	27.78%
Unemployment	-	27	38	140.74%
Workers' Comp. Insurance	-	648	516	79.70%
Total Salaries and Benefits	<u>14,337</u>	<u>188,515</u>	<u>59,000</u>	<u>31.30%</u>
Communications	47	600	158	26.36%
Dues and Fees	-	1,500	742	49.49%
Education and Training	-	1,250	-	0.00%
Other Expenditures	79	1,000	193	19.30%
General Supplies and Materials	-	250	-	0.00%
Total Operations	<u>126</u>	<u>4,600</u>	<u>1,093</u>	<u>23.77%</u>
City Clerk				
Salaries & Wages	11,255	146,175	44,895	30.71%
Employee Benefits-Medical	2,025	26,572	10,121	38.09%
Employee Benefits-Dental	99	1,488	496	33.32%
Employee Benefits-ADD Life	25	294	123	41.67%
Employee Benefits-Disability	92	1,101	459	41.68%
FICA	670	9,063	2,673	29.50%
Medicare	157	2,120	625	29.49%
Employee Benefits-Retirement	1,080	15,559	4,322	27.78%
Unemployment	2	53	82	153.87%
Workers' Comp. Insurance	-	374	298	79.70%
Total Salaries and Benefits	<u>15,405</u>	<u>202,799</u>	<u>64,092</u>	<u>31.60%</u>
Professional Services	-	10,000	-	0.00%
Communications	47	600	158	26.35%
Advertising	-	250	-	0.00%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Travel	-	2,500	-	0.00%
Dues and Fees	261	6,000	5,741	95.69%
Education and Training	-	1,000	(280)	-28.00%
Other Expenditures	-	750	31	4.19%
General Supplies and Materials	254	500	266	53.23%
Small Equipment	-	250	-	0.00%
Software	-	4,000	-	0.00%
Total Operations	<u>562</u>	<u>25,850</u>	<u>5,917</u>	<u>22.89%</u>
Contingency				
Contingency	-	95,000	-	0.00%
Total Operations	<u>-</u>	<u>95,000</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	12,793	166,825	51,233	30.71%
Employee Benefits-Medical	4,420	60,860	22,082	36.28%
Employee Benefits-Dental	99	1,488	496	33.32%
Employee Benefits-ADD Life	37	441	184	41.67%
Employee Benefits-Disability	113	1,356	565	41.67%
FICA	729	10,343	2,921	28.24%
Medicare	171	2,419	683	28.24%
Employee Benefits-Retirement	1,233	17,757	4,932	27.78%
Unemployment	-	80	114	142.50%
Workers' Comp. Insurance	-	427	340	79.70%
Total Salaries and Benefits	<u>19,596</u>	<u>261,996</u>	<u>83,551</u>	<u>31.89%</u>
Professional Services - Audit	-	25,000	-	0.00%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	-	2,000	284	14.20%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	133	12,500	12,138	97.11%
Education and Training	-	2,500	-	0.00%
Other Expenditures	-	100	48	48.29%
General Supplies and Materials	-	1,000	685	68.46%
General Supplies-Postage	285	7,500	1,496	19.95%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>418</u>	<u>52,650</u>	<u>14,651</u>	<u>27.83%</u>
Legal				
Professional Services - Legal	2,179	45,000	5,264	11.70%
Total Operations	<u>2,179</u>	<u>45,000</u>	<u>5,264</u>	<u>11.70%</u>
Salaries & Wages	4,268	55,488	17,075	30.77%
Employee Benefits-Medical	1,147	16,715	5,733	34.30%
Employee Benefits-Dental	70	1,120	350	31.22%
Employee Benefits-ADD Life	12	147	61	41.67%
Employee Benefits-Disability	38	453	189	41.62%
FICA	228	3,440	913	26.55%
Medicare	53	805	214	26.54%
Employee Benefits-Retirement	410	5,906	1,641	27.78%
Unemployment	-	27	38	140.74%
Workers' Comp. Insurance	-	142	113	79.70%
Total Salaries and Benefits	<u>6,227</u>	<u>84,243</u>	<u>26,327</u>	<u>31.25%</u>



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Communications	47	600	159	26.52%
Dues and Fees	4	3,500	481	13.74%
Other Expenditures	-	100	116	115.73%
General Supplies and Materials	-	1,500	170	11.33%
Small Equipment	-	3,000	182	6.08%
Software	383	95,000	74,048	77.95%
Total Operations	<u>433</u>	<u>103,700</u>	<u>75,156</u>	<u>72.47%</u>
 Risk Management				
Professional Services	-	10,000	4,000	40.00%
Liability Insurance	-	138,000	46,508	33.70%
Total Operations	<u>-</u>	<u>148,000</u>	<u>50,508</u>	<u>34.13%</u>
 General Government Building				
Salaries & Wages	3,673	56,816	14,249	25.08%
Employee Benefits-Medical	702	8,572	3,508	40.93%
Employee Benefits-Dental	29	368	146	39.70%
Employee Benefits-ADD Life	12	147	61	41.67%
Employee Benefits-Disability	26	315	131	41.60%
FICA	226	3,523	875	24.84%
Medicare	53	824	205	24.84%
Employee Benefits-Retirement	420	4,214	1,680	39.86%
Unemployment	3	53	44	83.42%
Workers' Comp. Insurance	-	5,822	4,640	79.70%
Total Salaries and Benefits	<u>5,144</u>	<u>80,654</u>	<u>25,540</u>	<u>31.67%</u>
 Disposal - Garbage	30	500	91	18.12%
Pest Control	-	1,500	-	0.00%
Repairs and Maintenance	5,149	9,900	6,664	67.32%
Repairs and Maintenance - Vehicles	-	2,500	329	13.18%
Rental of Equipment	403	5,000	1,696	33.92%
Communications	976	12,500	3,953	31.63%
 Dues and Fees	-	500	368	73.67%
Other Expenditures	-	2,500	80	3.20%
General Supplies and Materials	1,072	10,000	1,965	19.65%
Water and Sewer	91	2,500	317	12.69%
Natural Gas	152	2,500	661	26.45%
Electricity	1,074	15,000	3,969	26.46%
Gasoline and Diesel	255	1,750	435	24.86%
Small Equipment	-	2,000	48	2.38%
Software	59	1,500	177	11.78%
Total Operations & Capital	<u>9,261</u>	<u>70,150</u>	<u>20,754</u>	<u>29.59%</u>
 TOTAL GENERAL GOVERNMENT	<u>\$ 83,672</u>	<u>\$ 1,512,574</u>	<u>\$ 481,819</u>	<u>31.85%</u>
 Municipal Court				
Salaries & Wages	9,305	146,179	41,781	28.58%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	3,802	43,287	18,996	43.88%
Employee Benefits-Dental	210	2,607	1,049	40.24%
Employee Benefits-ADD Life	37	441	184	41.67%
Employee Benefits-Disability	90	1,086	452	41.66%
FICA	529	9,125	2,397	26.27%
Medicare	124	2,134	561	26.27%
Employee Benefits-Retirement	1,088	14,282	4,352	30.47%
Unemployment	6	106	118	111.42%
Workers' Compensation	-	377	300	79.70%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	15,190	220,624	70,190	31.81%
Professional Services - Public Defender	540	11,350	2,125	18.72%
Professional Services - Solicitor/Judge	6,800	97,500	29,175	29.92%
Rental of Equipment	236	1,750	641	36.62%
Communications	38	-	115	100.00%
Advertising	-	50	-	0.00%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	-	500	258	51.63%
Education and Training	-	675	60	8.89%
Other Expenditures	-	100	216	216.34%
General Supplies and Materials	376	2,000	1,667	83.33%
General Supplies and Materials Postage	-	500	132	26.40%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	268	4,500	918	20.39%
Small Equipment	-	500	102	20.40%
Software	4,603	25,000	8,529	34.12%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	70	5,000	665	13.30%
<i>Total Operations</i>	12,931	150,475	44,602	29.64%
TOTAL JUDICIAL	\$ 28,121	\$ 371,099	\$ 114,792	30.93%
 <i>Police Administration</i>				
Salaries & Wages	69,539	405,214	171,121	42.23%
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	2,970	87,432	33,903	38.78%
Employee Benefits-Dental	185	5,966	1,910	32.01%
Employee Benefits-ADD Life	43	882	361	40.98%
Employee Benefits-Disability	201	3,225	1,453	45.06%
FICA	4,245	25,619	10,292	40.17%
Medicare	993	5,992	2,407	40.17%
Employee Benefits-Retirement	3,054	43,983	12,217	27.78%
Unemployment	1	160	228	142.50%
Workers' Compensation	-	16,840	13,421	79.70%
<i>Total Salaries and Benefits</i>	81,231	601,313	247,313	41.13%
Professional Services	-	500	125	25.00%
Repair & Maintenance-Vehicle	581	5,000	2,318	46.35%
Rental of Equipment	673	5,000	1,906	38.12%
Communications	253	3,300	958	29.02%
Advertising	602	1,000	602	60.25%
Printing and Binding	-	250	-	0.00%
Travel	-	4,000	991	24.78%
Dues and Fees	-	4,000	1,675	41.88%
Education and Training	-	3,000	975	32.50%
Other Expenditures	119	2,000	206	10.32%
General Supplies and Materials	-	4,500	203	4.52%
General Supplies - Postage	-	400	27	6.73%
Gasoline/Diesel	906	8,000	2,484	31.05%
Small Equipment	-	1,000	297	29.74%
Software	18	2,600	71	2.74%
Other Supplies - Uniforms	42	3,000	754	25.13%
<i>Total Operations and Capital</i>	3,194	47,550	13,594	28.59%
 <i>Criminal Investigation Division</i>				
Salaries & Wages	1721,871	238,392	78,319	32.85%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages-Overtime	66	6,000	728	12.13%
Employee Benefits-Medical	3,885	51,859	19,398	37.40%
Employee Benefits-Dental	198	2,224	992	44.58%
Employee Benefits-ADD Life	61	588	270	45.83%
Employee Benefits-Disability	179	1,754	795	45.34%
FICA	1,305	15,152	4,694	30.98%
Medicare	305	3,544	1,098	30.98%
Employee Benefits-Retirement	1,806	26,013	7,226	27.78%
Unemployment	-	106	150	141.74%
Workers' Compensation	-	11,066	8,819	79.70%
Total Salaries and Benefits	<u>29,678</u>	<u>356,698</u>	<u>122,489</u>	<u>34.34%</u>
Repair & Maintenance-Vehicle	559	5,000	704	14.09%
Communications	208	2,300	575	25.00%
Printing and Binding	56	100	56	56.00%
Travel	-	1,000	550	54.96%
Dues and Fees	-	1,000	384	38.38%
Education and Training	-	2,500	635	25.40%
General Supplies and Materials	137	1,000	504	50.35%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	518	6,000	1,111	18.51%
Small Equipment	-	1,500	953	63.52%
Software	276	7,000	2,529	36.13%
Other Supplies - Uniforms	-	1,000	110	11.00%
Total Operations and Capital	<u>1,754</u>	<u>28,450</u>	<u>8,110</u>	<u>28.51%</u>
Vice				
Salaries & Wages	3,971	50,476	16,286	32.26%
Salaries & Wages-Overtime	778	2,000	2,250	112.52%
Employee Benefits-Medical	706	8,572	3,522	41.09%
Employee Benefits-Dental	29	368	146	39.70%
Employee Benefits-ADD Life	12	147	61	41.67%
Employee Benefits-Disability	31	364	156	42.84%
FICA	287	3,254	1,121	34.45%
Medicare	67	761	262	34.45%
Employee Benefits-Retirement	388	5,586	1,552	27.78%
Unemployment	-	27	38	140.74%
Workers' Compensation	-	2,376	1,894	79.70%
Total Salaries and Benefits	<u>6,270</u>	<u>73,931</u>	<u>27,289</u>	<u>36.91%</u>
Repairs & Maintenance Vehicles	114	2,000	623	31.15%
Communications	-	600	-	0.00%
Gasoline	335	2,000	804	40.19%
Total Operations and Capital	<u>450</u>	<u>4,600</u>	<u>1,427</u>	<u>31.02%</u>
Patrol				
Salaries & Wages	96,816	1,310,737	398,166	30.38%
Salaries & Wages-Overtime	2,121	50,000	18,259	36.52%
Employee Benefits-Medical	23,334	475,744	142,282	29.91%
Employee Benefits-Dental	1,078	21,977	6,345	28.87%
Employee Benefits-ADD Life	306	3,822	1,482	38.78%
Employee Benefits-Disability	810	9,320	3,882	41.65%
FICA	5,757	84,614	24,226	28.63%
Medicare	1,346	19,789	5,666	28.63%
Employee Benefits-Retirement	10,088	144,047	40,351	28.01%
Unemployment	18	718	971	135.29%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Workers' Compensation	-	61,795	49,508	80.12%
Total Salaries and Benefits	<u>141,673</u>	<u>2,182,563</u>	<u>691,136</u>	<u>31.67%</u>
Professional Services	137	2,000	1,848	92.41%
Repair & Maintenance	840	3,000	915	30.50%
Repair & Maintenance-Vehicle	7,007	60,000	14,633	24.39%
Communications	1,643	18,000	5,453	30.30%
Printing and Binding	270	500	270	54.00%
Travel	396	5,000	396	7.92%
Dues and Fees	182	1,500	610	40.69%
Education & Training	1,900	12,000	2,843	23.69%
Contract Labor	-	1,000	-	0.00%
Other Expenditures	215	5,500	966	17.56%
General Supplies and Materials	480	4,000	1,046	26.16%
Gasoline and Diesel	10,594	80,000	24,940	31.17%
Small Equipment	1,245	18,000	2,242	12.46%
Software	-	17,000	5,395	31.74%
Other Supplies - Uniforms	3,244	35,000	6,007	17.16%
Total Operations and Capital	<u>28,154</u>	<u>262,500</u>	<u>67,565</u>	<u>25.74%</u>
Police Training				
Salaries & Wages	4,328	56,948	16,253	28.54%
Salaries & Wages-Overtime	55	2,000	239	11.95%
Employee Benefits-Medical	1,235		2,470	100.00%
Employee Benefits-Dental	70		140	100.00%
Employee Benefits-ADD Life	12	147	61	41.67%
Employee Benefits-Disability	33	405	168	41.45%
FICA	260	3,655	998	27.31%
Medicare	61	855	233	27.31%
Employee Benefits-Retirement	436	6,274	1,743	27.78%
Unemployment	-	27	32	117.52%
Workers' Compensation	-	2,669	2,127	79.70%
Total Salaries and Benefits	<u>6,490</u>	<u>72,980</u>	<u>24,464</u>	<u>33.52%</u>
Repair & Maintenance-Vehicle	114	2,000	129	6.43%
Communications	-	600	58	9.65%
Travel	-	2,000	-	0.00%
Education and Training	-	3,000	-	0.00%
General Supplies and Materials	-	2,000	26	1.31%
Weapons Supplies & Ammunition	-	20,000	9,526	47.63%
Gasoline and Diesel	190	2,000	508	25.39%
Small Equipment	-	10,000	-	0.00%
Other Supplies - Uniforms	207	300	207	68.83%
Intergovernmental	-	5,000	-	0.00%
Total Operations and Capital	<u>510</u>	<u>46,900</u>	<u>10,453</u>	<u>22.29%</u>
Police Stations and Buildings				
Disposal-Garbage/Recycle	90	1,500	272	18.12%
Pest Control	-	1,000	-	0.00%
Repairs and Maintenance	-	12,345	1,800	14.58%
Communications	934	12,500	3,811	30.49%
General Supplies and Materials	605	5,000	1,007	20.14%
Water/Sewer	427	7,000	1,499	21.41%
Electricity	890	15,000	3,238	21.58%
Small Equipment	-	2,500	150	6.00%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Software	104	3,500	314	8.98%
Total Operations	<u>3,051</u>	<u>60,345</u>	<u>12,091</u>	<u>20.04%</u>
Probation				
Salaries & Wages	3,915	49,275	15,702	31.87%
Employee Benefits-Medical	706	8,572	3,522	41.09%
Employee Benefits-Dental	29	368	146	39.70%
Employee Benefits-ADD Life	12	147	61	41.67%
Employee Benefits-Disability	33	393	167	42.61%
FICA	240	3,055	965	31.58%
Medicare	56	714	226	31.60%
Employee Benefits-Retirement	364	5,245	1,457	27.78%
Unemployment	-	27	38	140.74%
Workers' Compensation	-	2,231	1,778	79.70%
Total Salaries and Benefits	<u>5,356</u>	<u>70,027</u>	<u>24,063</u>	<u>34.36%</u>
Communications	42	600	141	23.54%
Travel	-	250	-	0.00%
Dues and Fees	-	300	77	25.74%
General Supplies and Materials	-	300	-	0.00%
Gasoline & Diesel	-	2,000	-	0.00%
Small Equipment	-	500	-	0.00%
Software	250	3,000	1,000	33.33%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	<u>292</u>	<u>7,950</u>	<u>1,218</u>	<u>15.33%</u>
Fire Services				
Intergovernmental-Fire Services	2,335,380	2,377,168	2,335,380	98.24%
Total Fire Services	<u>2,335,380</u>	<u>2,377,168</u>	<u>2,335,380</u>	<u>98.24%</u>
TOTAL PUBLIC SAFETY	<u>\$ 2,643,483</u>	<u>\$ 6,192,975</u>	<u>\$ 3,586,591</u>	<u>57.91%</u>
Highways and Streets				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	95	1,500	284	18.91%
Lawn Care	43	1,200	129	10.76%
Pest Control	90	750	315	42.00%
Repairs & Maintenance	5,480	50,000	26,858	53.72%
Repairs & Maintenance-Vehicles	1,448	10,000	2,705	27.05%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	35,545	426,540	106,635	25.00%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	492	98.38%
Electricity	91	4,500	261	5.80%
Gasoline/Diesel	325	5,000	829	16.59%
Small Equipment	-	2,500	(5)	-0.22%
Total Operations	<u>43,116</u>	<u>507,240</u>	<u>138,503</u>	<u>27.31%</u>
Street Lights				
Repairs & Maintenance	-	2,000	1,475	73.76%
Electricity-Street Lights	13,195	120,000	36,796	30.66%
Total Street Lights	<u>13,195</u>	<u>122,000</u>	<u>38,271</u>	<u>31.37%</u>
Traffic Lights				
Repairs & Maintenance	2,446	2,000	2,446	122.30%



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Electricity-Traffic Lights	260	3,500	606	17.31%
Total Traffic Lights	<u>2,706</u>	<u>5,500</u>	<u>3,052</u>	<u>55.49%</u>
TOTAL PUBLIC WORKS	<u>\$ 59,017</u>	<u>\$ 634,740</u>	<u>\$ 179,826</u>	<u>28.33%</u>
Tree Commission				
Repairs & Maintenance	-	22,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	58	11.67%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	345	750	360	48.05%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>345</u>	<u>25,500</u>	<u>419</u>	<u>1.64%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ 345</u>	<u>\$ 29,500</u>	<u>\$ 4,419</u>	<u>14.98%</u>
Building Inspections				
Salaries & Wages	15,770	202,617	62,901	31.04%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	1,409	44,573	7,620	17.10%
Employee Benefits-Dental	158	2,224	817	36.74%
Employee Benefits-ADD Life	36	588	193	32.81%
Employee Benefits-Disability	139	1,664	726	43.63%
FICA	974	12,593	3,883	30.84%
Medicare	228	2,945	908	30.84%
Employee Benefits-Retirement	1,501	21,620	6,006	27.78%
Unemployment	6	106	152	143.40%
Workers' Compensation	-	3,472	3,321	95.65%
Total Salaries and Benefits	<u>20,220</u>	<u>292,902</u>	<u>86,527</u>	<u>29.54%</u>
Professional Services-Engineering	9,241	75,000	24,961	33.28%
Professional Services-Legal	298	6,000	3,066	51.10%
Repairs & Maintenance - Vehicles	711	2,500	1,233	49.31%
Communications	240	3,500	817	23.34%
Advertising -Promotions	275	2,500	550	22.00%
Printing & Binding	-	100	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	30	3,500	1,180	33.73%
Education and Training	-	1,000	90	9.00%
Contract Labor	8,625	30,000	8,625	28.75%
Other Expenditures	-	500	732	146.34%
General Supplies and Materials	10	500	49	9.80%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	248	4,000	718	17.96%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	500	-	0.00%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	<u>19,677</u>	<u>130,300</u>	<u>42,021</u>	<u>32.25%</u>



**General Fund Expenditures
As of April 30, 2021**

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages	9,052	118,932	35,562	29.90%
Employee Benefits-Medical	1,918	27,866	10,296	36.95%
Employee Benefits-Dental	68	1,120	372	33.19%
Employee Benefits-ADD Life	25	294	136	46.17%
Employee Benefits-Disability	81	970	438	45.15%
FICA	522	7,374	2,046	27.75%
Medicare	122	1,725	478	27.73%
Employee Benefits-Retirement	807	12,659	3,227	25.49%
Unemployment	0	53	106	200.00%
Workers' Compensation	(237)	4,717	2,811	59.60%
Total Salaries and Benefits	<u>12,358</u>	<u>175,710</u>	<u>55,473</u>	<u>31.57%</u>
Professional Services	-	500	-	0.00%
Professional Services-Legal	-	750	-	0.00%
Communications	47	600	160	26.68%
Advertising	4,789	20,000	9,855	49.27%
Printing & Binding	400	250	400	159.90%
Travel	-	500	-	0.00%
Dues and Fees	299	4,000	1,531	38.27%
Education and Training	-	500	-	0.00%
Planning & Zoning Meeting Fees	98	3,000	735	24.50%
Other Expenditures	-	500	157	31.48%
General Supplies and Materials	-	500	67	13.41%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>5,632</u>	<u>31,400</u>	<u>12,904</u>	<u>41.10%</u>
Economic Development				
Salaries & Wages	847	10,609	3,339	31.48%
FICA	50	658	197	29.93%
Medicare	12	154	46	29.92%
Employee Benefits - Retirement	78	1,129	314	27.78%
Workers Comp Insurance	-	46	37	79.70%
Total Salaries & Benefits	<u>987</u>	<u>12,596</u>	<u>3,933</u>	<u>31.22%</u>
Main Street Program				
Salaries and Wages	3,951	52,189	15,866	30.40%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	6,201	37.10%
Employee Benefits - Dental	70	368	350	95.01%
Employee Benefits - Add Life	12	147	61	41.67%
Employee Benefits - Disability	50	598	249	41.70%
FICA	233	3,298	936	28.37%
Medicare	55	771	219	28.38%
Employee Benefits - Retirement	393	5,661	1,573	27.78%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
Total Salaries and Benefits	<u>6,005</u>	<u>81,004</u>	<u>25,671</u>	<u>31.69%</u>
Communications	42	600	142	23.67%
Travel	-	600	-	0.00%
Dues and Fees	-	1,000	631	63.13%
Education and Training	600	500	650	129.90%
Contract Labor	-	5,000	-	0.00%
Supplies - Special Events	292	15,000	292	1.94%
Payments to Other Agencies	-	2,500	-	0.00%
Total Operations	<u>933</u>	<u>25,200</u>	<u>1,714</u>	<u>6.80%</u>
Intergovernmental				
Intergovernmental - COED	-	10,000	-	0.00%



General Fund Expenditures
As of April 30, 2021

	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Total Intergovernmental	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 65,811</u>	<u>\$ 759,112</u>	<u>\$ 228,243</u>	<u>30.07%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 2,880,449</u>	<u>\$ 9,500,000</u>	<u>\$ 4,595,689</u>	<u>48.38%</u>



**Operating Grant Fund
As of April 30, 2021**

REVENUES:	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	7,716	124,990	20,849	16.68%
Interest Revenue	-	10	3	28.40%
TOTAL REVENUES	\$ 7,716	\$ 125,000	\$ 20,852	16.68%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	24,554	125,000	40,488	32.39%
TOTAL EXPENDITURES	\$ 24,554	\$ 125,000	\$ 40,488	32.39%



Parks & Recreation Fund
As of April 30, 2021

REVENUES:	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	22,427	245,000	87,239	35.61%
Alcoholic Bev Excise Tax Distilled Spirit	7,725	85,500	35,095	41.05%
Local Option Mixed Drink Tax	5,207	45,000	18,316	40.70%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	-	100	119	119.00%
Rents and Royalties	2,139	10,000	6,392	63.92%
Prior Year Fund Balance	-	250	-	0.00%
TOTAL REVENUES	\$ 37,497	\$ 386,000	\$ 147,161	38.12%
EXPENDITURES:				
Disposal - Garbage Depot	51	750	154	20.56%
Pest Control - Depot	90	750	270	36.00%
Repairs & Maintenance - Depot	4,775	20,000	4,891	24.45%
Communications	5	2,000	573	28.63%
General Supplies - Depot	-	500	1,031	206.23%
Water/Sewer - Depot	11	500	36	7.24%
Natural Gas - Depot	144	2,000	641	32.07%
Electricity - Depot	103	5,000	421	8.42%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	51	750	154	20.56%
Lawn Care	592	9,000	2,523	28.03%
Pest Control - Parks	-	750	-	0.00%
Repairs & Maintenance - Parks	21,448	32,000	27,954	87.35%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	-	500	367	73.40%
Contract Labor	3,975	50,000	15,075	30.15%
General Supplies and Materials - Parks	-	1,000	27	2.75%
Water/Sewer - Parks	457	6,000	1,576	26.27%
Electricity - Parks	384	1,500	663	44.18%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	50,000	-	0.00%
TOTAL EXPENDITURES	\$ 32,086	\$ 386,000	\$ 56,357	14.60%



**Hotel/Motel Tax Fund
As of April 30, 2021**

REVENUES:	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	425	4,995	1,437	28.77%
Interest Revenue	-	5	1	11.20%
TOTAL REVENUES	\$ 425	\$ 5,000	\$ 1,438	28.75%
EXPENDITURES:				
Advertising/Promotions	-	5,000	4,295	85.90%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 4,295	85.90%



**Urban Redevelopment Agency
As of April 30, 2021**

	April 2021		YTD		% of Annual
REVENUES:	Transactions	2021 Budget	Transactions		Budget
Proceeds from General Long-term E	5,772	4,000,000	233,474		5.84%
TOTAL REVENUES	\$ 5,772	\$ 4,000,000	\$ 233,474		5.84%
EXPENDITURES:					
Transfer to Town Center Fund	5,772	4,000,000	233,474		5.84%
TOTAL EXPENDITURES	\$ 5,772	\$ 4,000,000	\$ 233,474		5.84%



SPLOST III Fund
As of April 30, 2021

	April 2021		YTD		% of Annual
REVENUES:	Transactions	2021 Budget	Transactions		Budget
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	273,936	-		0.00%
Interest Revenue	-	100	75		74.52%
TOTAL REVENUES	\$ -	\$ 280,000	\$ 75		0.03%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	280,000	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 280,000	\$ -		0.00%



SPLOST IV Fund
As of April 30, 2021

REVENUES:	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Special Assessments	-	1,050	-	0.00%
Interest Revenue	-	45	6	13.60%
Prior Year Fund Balance	-	66,705	-	0.00%
TOTAL REVENUES	\$ -	\$ 67,800	\$ 6	0.01%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	67,800	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 67,800	\$ -	0.00%



**SPLOST V Fund
As of April 30, 2021**

REVENUES:	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	351,397	1,800,000	740,561	41.14%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,250,000	-	0.00%
Assessments - Roads	-	58,000	3,000	5.17%
Interest Revenue	-	450	87	19.24%
Proceeds from SRTA Loan	-	3,500,000	-	0.00%
TOTAL REVENUES	\$ 351,397	\$ 6,750,480	\$ 743,647	11.02%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	-	214,192	70,319	32.83%
Capital Outlay-Police Cars	-	100,000	53,092	53.09%
Capital Outlay-Infrastructure	105	586,288	105	0.02%
Capital Outlay-HS Pkwy Phase II	15,680	4,750,000	82,338	1.73%
Capital Outlay-HS Pkwy Phase III	3,647	-	3,647	100.00%
Holly Street	1,650	-	16,650	100.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Palm Street Sidewalk	219	-	1,151	100.00%
TOTAL EXPENDITURES	\$ 21,301	\$ 6,750,480	\$ 227,302	3.37%



Town Center Fund
As of April 30, 2021

	April 2021		YTD	% of Annual
Revenues	Transactions	2021 Budget	Transactions	Budget
Interest Revenue	-	300	17	5.77%
Prior Year Fund Balance	-	167,392	-	0.00%
Transfer from URA	5,772	4,000,000	233,474	5.84%
TOTAL REVENUES	\$ 5,772	\$ 4,167,692	\$ 233,491	5.60%
Expenditures				
Professional Services	760	167,692	3,230	1.93%
Capital Outlay - Site Improvements	35,552	4,000,000	187,281	4.68%
Capital Outlay - TCP Road Network	-	-	1,051	100.00%
TOTAL EXPENDITURES	\$ 36,312	\$ 4,167,692	\$ 191,562	4.60%



Debt Service Fund
As of April 30, 2021

Revenues	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest	-	2,000	373	18.67%
Prior Year Fund Balance	-	1,100,952	-	0.00%
TOTAL REVENUES	\$ -	\$ 1,102,952	\$ 373	0.03%
Expenditures				
Debt Service - Bond Principal HSPRA	-	318,481	156,342	49.09%
Debt Service - Bond Interest HSPRA	-	40,254	23,026	57.20%
Debt Service - Bond Principal URA	-	555,556	277,778	50.00%
Debt Service - Bond Interest URA	-	188,661	79,222	41.99%
TOTAL EXPENDITURES	\$ -	\$ 1,102,952	\$ 536,368	48.63%



**Stormwater Utility Fund
As of April 30, 2021**

REVENUES:	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	498	375,667	20,877	5.56%
Interest Revenue	-	650	59	9.00%
TOTAL REVENUES	\$ 498	\$ 376,317	\$ 20,936	5.56%
EXPENSES:				
Salaries & Wages	4,067	48,804	16,268	33.33%
Employee Benefits - Medical Insurance	714	8,572	2,856	33.32%
Employee Benefits - Dental Insurance	31	368	124	33.70%
Employee Benefits - Disability	33	398	132	33.17%
Employee Benefits - ADD Life	12	147	48	32.65%
FICA	252	3,026	1,008	33.31%
Medicare	59	708	236	33.33%
Employee Benefits - Retirement	433	5,195	1,732	33.34%
Unemployment	2	27	8	29.63%
Workers Comp Insurance	237	2,838	948	33.40%
Professional Services	-	2,500	35	1.40%
Technical Services - Regional SW	-	2,500	-	0.00%
Technical Services - Pollution	-	1,500	-	0.00%
Technical Services - Watershed	-	500	-	0.00%
Professional Services - Engineer	9,241	120,000	24,961	20.80%
Repairs & Maintenance	1,200	95,561	1,260	1.32%
Repairs & Maintenance - Vehicles	-	-	753	100.00%
Rental of Equipment	155	10,500	605	5.76%
Communications	123	1,500	334	22.27%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	-	6,500	144	2.22%
Training	-	2,000	1,295	64.75%
Contract Labor	3,520	42,500	8,960	21.08%
Other Expenditures	-	-	35	100.00%
General Supplies & Materials	-	1,000	75	7.55%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	56	2,500	231	9.25%
Gasoline & Diesel	262	4,000	1,024	25.60%
Small Equipment	-	1,500	-	0.00%
Other Supplies	-	1,000	407	40.71%
Contingency	-	3,760	-	0.00%
Capital Lease Interest	-	6,063	-	0.00%
TOTAL EXPENSES	\$ 20,397	\$ 376,317	\$ 63,480	16.87%



**Main Street Board
Budget To Actual Comparison Report
As of April 30, 2021**

Revenues	April 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	4,065	54,567	49,462	90.64%
Alcohol Beverage Licenses	-	25,000	2,500	10.00%
Alcohol Pouring Permits	85	5,000	1,765	35.30%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	-	5,000	5,000	100.00%
Interest Revenue	-	50	5	10.04%
TOTAL REVENUES	\$ 4,150	\$ 114,617	\$ 58,732	51.24%

Expenditures				
Salaries & Wages	3,951	52,189	15,866	30.40%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	6,201	37.10%
Employee Benefits- Dental	70	368	350	95.01%
Employee Benefits-Add Life	12	147	61	41.67%
Employee Benefits-Disability	50	598	249	41.70%
FICA	233	3,298	936	28.37%
Medicare	55	771	219	28.38%
Employee Benefits-Retirement	393	5,661	1,573	27.78%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
Communications	42	600	142	23.67%
Travel	-	600	-	0.00%
Dues and Fees	-	1,000	631	63.13%
Education and Training	600	500	650	129.90%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	292	15,000	292	1.94%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 6,938	\$ 106,204	\$ 27,385	25.79%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of April 30, 2021**

Revenues	April 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	25,450	4,543.00	17.85%
Interest Revenue	-	50	0.07	0.14%
Donations from Private Source	-	-	20.00	100.00%
TOTAL REVENUES	\$ -	\$ 25,500.00	\$ 4,563.07	17.89%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000	-	0.00%
Tree Maintenance	-	8,000	-	0.00%
Tree Removal	-	6,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	58.36	11.67%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	345.00	500	345.00	69.00%
Banners & Shirts	-	250	15.40	6.16%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ 345.00	\$ 25,500.00	\$ 418.76	1.64%

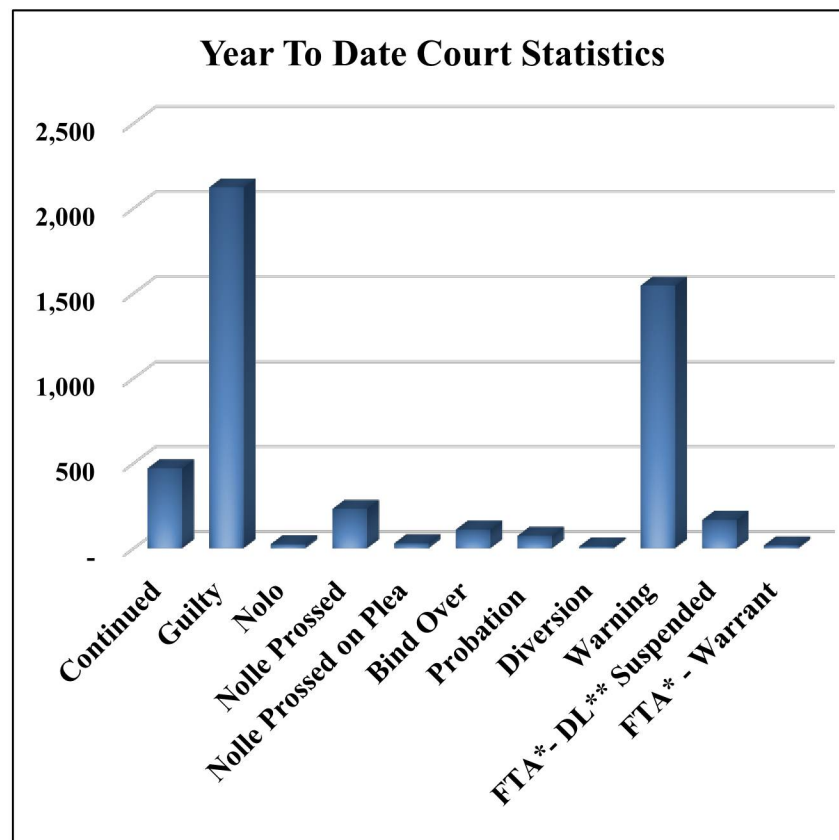


City of Holly Springs Court Statistics 2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	163	88	88	-	-	-	-	-	-	-	-	469
Guilty	585	512	517	509	-	-	-	-	-	-	-	-	2,123
Nolo	6	7	4	7	-	-	-	-	-	-	-	-	24
Nolle Prossed	37	61	62	71	-	-	-	-	-	-	-	-	231
Nolle Prossed on Plea	13	2	-	14	-	-	-	-	-	-	-	-	29
Bind Over	17	27	31	34	-	-	-	-	-	-	-	-	109
Probation	18	16	15	24	-	-	-	-	-	-	-	-	73
Diversion	5	5	-	-	-	-	-	-	-	-	-	-	10
Warning	82	400	575	487	-	-	-	-	-	-	-	-	1,544
FTA*- DL** Suspended	5	31	85	45	-	-	-	-	-	-	-	-	166
FTA* - Warrant	6	1	3	6	-	-	-	-	-	-	-	-	16
	904	1,225	1,380	1,285	-	-	-	-	-	-	-	-	4,794

* Failure to Appear

** Driver's License

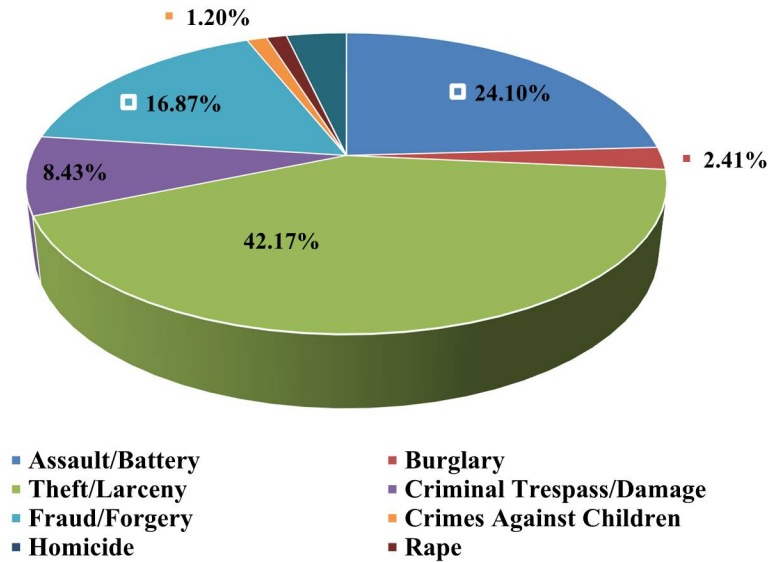




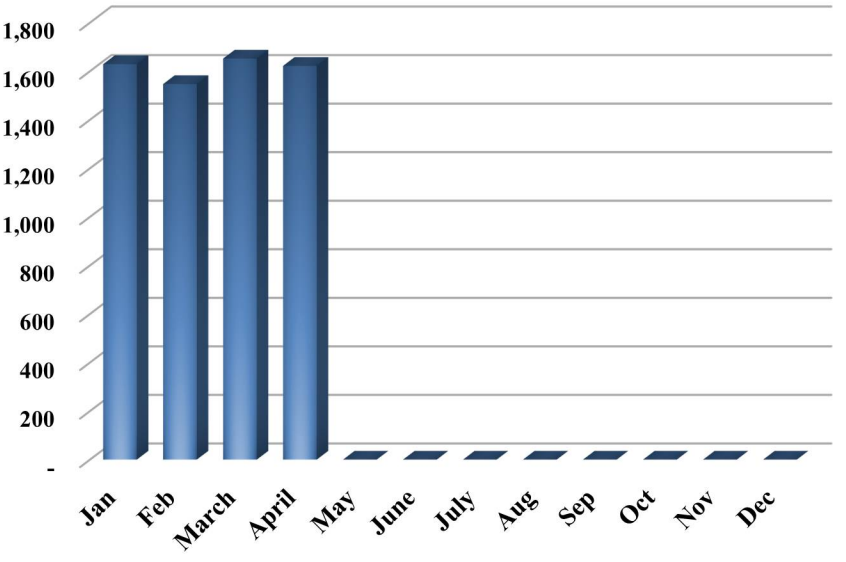
City of Holly Springs
Police Statistics
2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	5	7	6	2	-	-	-	-	-	-	-	-	20
Burglary	1	1	-	-	-	-	-	-	-	-	-	-	2
Theft/Larceny	10	5	9	11	-	-	-	-	-	-	-	-	35
Criminal Trespass/Damage	-	-	1	6	-	-	-	-	-	-	-	-	7
Fraud/Forgery	1	7	2	4	-	-	-	-	-	-	-	-	14
Crimes Against Children	1	-	-	-	-	-	-	-	-	-	-	-	1
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	1	-	-	-	-	-	-	-	-	-	-	1
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	2	1	-	-	-	-	-	-	-	-	-	-	3
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	20	22	18	23	-	-	-	-	-	-	-	-	83
Calls for Service	1,629	1,547	1,652	1,622	-	-	-	-	-	-	-	-	6,450

Year To Date Police Statistics



Year To Date Calls for Service





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

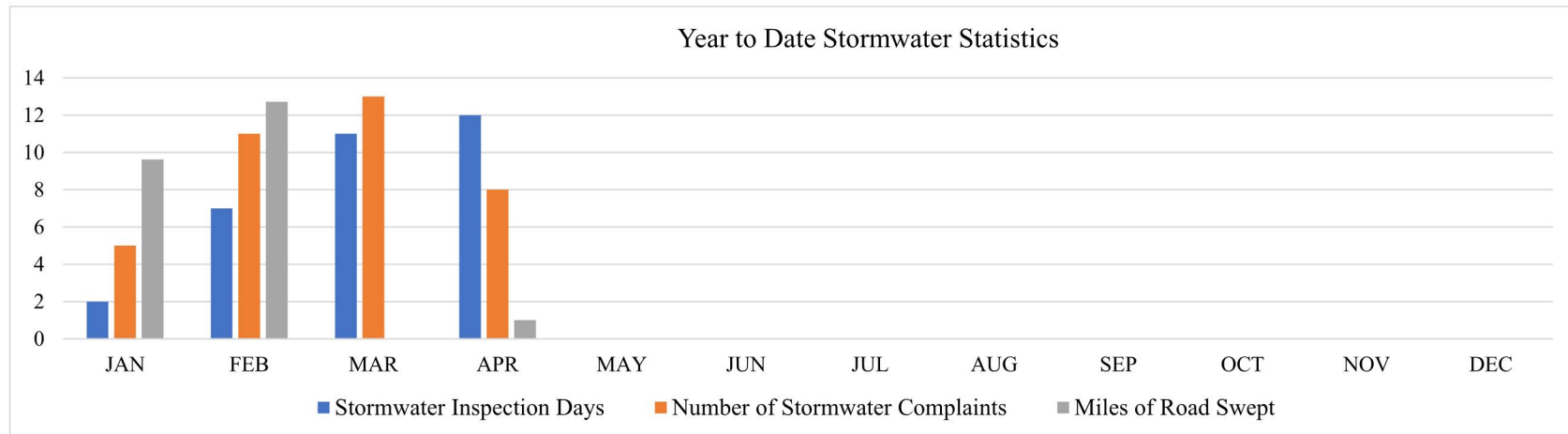
Description	Apr-21	
Pot Hole Repair	3	roads
Tree Service Work	6	row
ROW Mowing	20	row
Dead Animal Pick Up	2	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	11	signs
Traffic Signals	4	signs
Equipment Maintenance	5	equipment maintenance
Misc. Work Orders	21	misc
PARKS		
J.B. Owens	19	parks
Barrett Park	16	parks
J.C. Mullins	18	parks
Monthly Totals	125	

Street Sweeping Mileage 0



City of Holly Springs Stormwater Statistics 2021 Year to Date

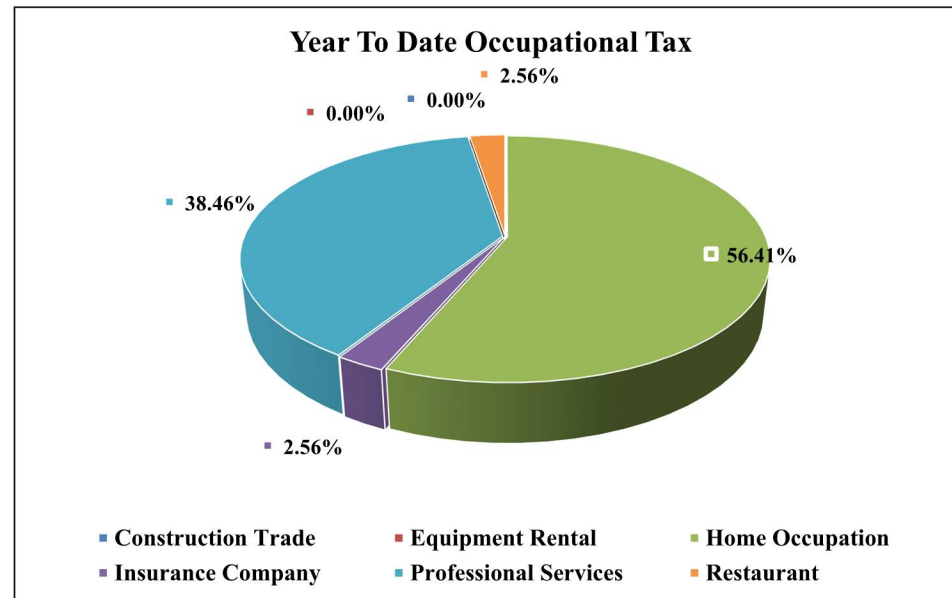
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	7	11	12									32
Number of Stormwater Complaints	5	11	13	8									37
Miles of Road Swept	9.62	12.72	0	1									23.34





City of Holly Springs Occupational Tax Summary 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	4	3	9	-	-	-	-	-	-	-	-	22	56.41%
Insurance Company	-	-	-	1	-	-	-	-	-	-	-	-	1	2.56%
Professional Services	5	2	3	5	-	-	-	-	-	-	-	-	15	38.46%
Restaurant	-	1	-	-	-	-	-	-	-	-	-	-	1	2.56%
	11	7	6	15	-	-	-	-	-	-	-	-	39	100.00%





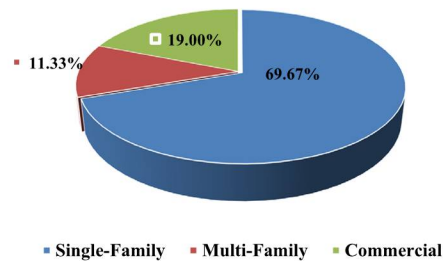
City of Holly Springs
Building Permits and Certificates of Occupancy
2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	32	24	43	51									150
Accessory Structures		3	2										5
Additions	1			5									6
Basement Buildouts	3	4	7	3									17
Mechanical	1	1	4	2									8
Plumbing	2		4	1									7
Electrical	1	2	1	2									6
Miscellaneous		2	3	5									10
Residential Fence			7	1									8
Certificates of Completion	1	3	6	5									15
Certificates of Occupancy	24	29	42	29									124
Multi-Family													
Townhomes	13	5	7	9									34
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy		6											6
Commercial													
New Structures	1			2									3
Addition-C													0
Tenant Build Outs	2			3									5
Accessory Structures													0
Mechanical				1									1
Plumbing													0
Electrical		1	4	2									7
Misc-C		2	5	4									11
Signs	2	2	7										11
Utilities	5	3	3	8									19
Commercial Fence				1									1
Certificates of Completion	1	1											2
Certificates of Occupancy		1		2									3

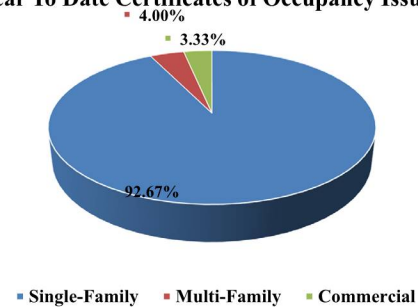
Permits		
Single-Family	209	69.67%
Multi-Family	34	11.33%
Commercial	57	19.00%
	300	100.00%

CO's		
Single-Family	139	92.67%
Multi-Family	6	4.00%
Commercial	5	3.33%
	150	100.00%

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

May 17, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
✓ 1. Joy Hurst	565 Teresa LN Centon, GA 30115	N	
✓ 2. Dave Wilkerson	158 Crest Brooke Dr Holly Springs, GA 30115	Y	MA-02-2021
✓ 3. Phil + Mary Beth Smith	3230 Tara Branch Walk Centon GA 30115	N	MA-02-2021
✓ 4. Sarah Stenberg-beacon	322 Coppergate Ct Holly Spring, GA 30115	Y	MA-02-2021
✓ 5. Alan Kumin	2705 Confederate Ridge	N	1/
✓ 6. Gary Morris	510 Teresa Lane	N	1/
✓ 7. John Kuykendall	1435 White Columns	N	✓
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.

