



City of Holly Springs

Date: Monday, May 3, 2021

Location: 3235 Holly Springs Pkwy.

City Council Work Session Agenda 7:00 p.m., Council Chambers

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. PUBLIC COMMENTS

V. SPECIAL PRESENTATION

- 52nd Annual Professional Municipal Clerks Week Proclamation

VI. NEW BUSINESS

A. Discuss the appointment of Tommy Keheley as Police Chief

Presented By: Mayor Steve Miller

B. Discuss MA-02-2021 and CUP-01-2021, rezoning of 4.701 +/- acres from PDR, Planned Development Residential, to GC, General Commercial and 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

Presented By: Nancy Moon, Community Development Director

C. Discuss Insurance renewal Property and Casualty Insurance Coverage with Georgia Interlocal Risk Management Agency (GIRMA)

Presented By: Karen Norred, City Clerk/Human Resources Director

- D. Discuss Public Safety Catastrophe Accidental Death & Dismemberment (ADD) Coverage with Zurich American Insurance Company
Presented By: Karen Norred, City Clerk/Human Resources Director
- E. Discuss Law Enforcement Liability Coverage with QBE Specialty Insurance Company
Presented By: Karen Norred, City Clerk/Human Resources Director
- F. Discuss Excess Cyber Insurance with Berkeley Insurance
Presented By: Karen Norred, City Clerk/Human Resources Director
- G. Discuss Terrorism, Active Shooter & Crisis Management Services Insurance with Underwriters at Lloyd's London
Presented By: Karen Norred, City Clerk/Human Resources Director
- H. Discuss Excess Crime Insurance with Hanover Insurance Company
Presented By: Karen Norred, City Clerk/Human Resources Director
- I. Discuss a Professional Services Agreement for the Hickory Springs Industrial Drive Realignment & Hickory Springs Parkway – Partial Design
Presented By: Robert H. Logan, City Manager
- J. Discuss an Intergovernmental Agreement for resurfacing and road repairs on East Cherokee Drive and Bradshaw Lane
Presented By: Robert H. Logan, City Manager
- K. Discuss an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Carison Court Improvements
Presented By: Robert H. Logan, City Manager
- L. Discuss a Fire Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

VII. REPORTS

IV. ADJOURNMENT

City Council Special Called Meeting Agenda *Immediately following the Work Session*

I. CALL TO ORDER

II. CONSENT AGENDA

- 1. Approve/deny the appointment of Tommy Keheley as Police Chief

2. Approve/deny the renewal of the Property and Casualty Insurance Coverage with Georgia Interlocal Risk Management Agency (GIRMA)
3. Approve/deny the renewal of the Public Safety Catastrophe Accidental Death & Dismemberment (ADD) Coverage with Zurich American Insurance Company
4. Approve/deny the renewal of the Law Enforcement Liability Coverage with QBE Specialty Insurance Company
5. Approve/deny the renewal of the Excess Cyber Insurance with Berkeley Insurance
6. Approve/deny the renewal of the Terrorism, Active Shooter & Crisis Management Services Insurance with Underwriters at Lloyd's London
7. Approve/deny the renewal of the Excess Crime Insurance with Hanover Insurance Company
8. Approve/deny a Professional Services Agreement between the City of Holly Springs and Southeastern Engineering, Inc. for the Hickory Springs Industrial Drive Realignment & Hickory Springs Parkway – Partial Design in an amount not to exceed \$320,000 and authorize the Mayor to execute the agreement
9. Approve/deny an Intergovernmental Agreement for resurfacing and road repairs to East Cherokee Drive and Bradshaw Lane between Cherokee County, Georgia and the City of Holly Springs, Georgia and authorize the Mayor to execute the agreement
10. Approve/deny an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Carison Court Improvements between Cherokee County, Georgia and the City of Holly Springs, Georgia and authorize the Mayor to execute the agreement

VIII. PINNING CEREMONY

- Tommy Keheley as Police Chief

IX. SPECIAL PRESENTATIONS

- Officer Brandon Boyce
- Officer Joe Burson

IV. ADJOURNMENT



PROCLAMATION

52nd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 2 – 8, 2021

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Steven W. Miller, Mayor of the City of Holly Springs, do recognize the week of May 2 through May 8, 2021, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Karen Norred and Assistant Municipal Clerk, Erin Honea and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

So proclaimed this 3rd day of May 2021.

Steven W. Miller, Mayor

Attest:

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.
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.

*** 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

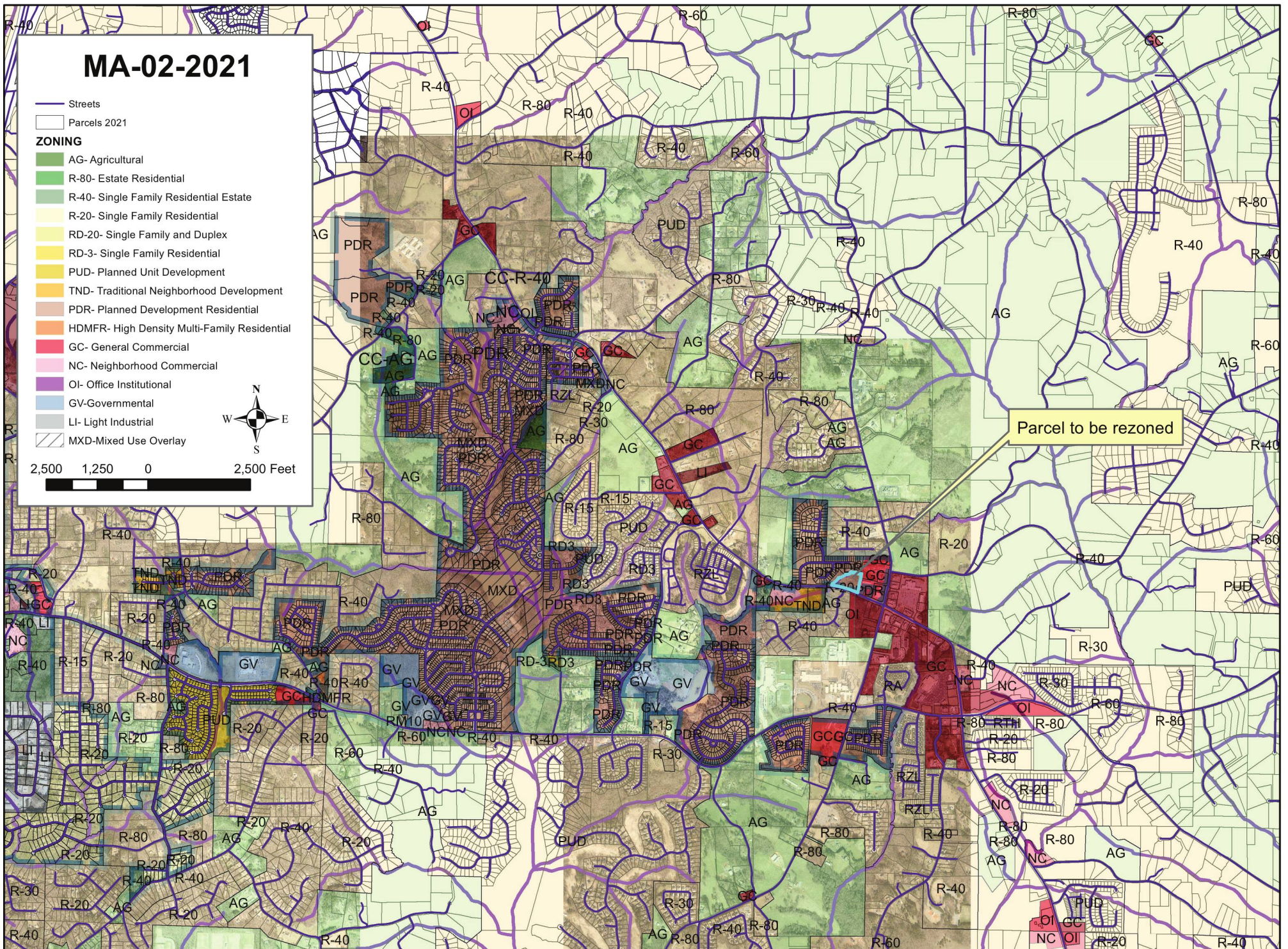
LI- Light Industrial

MXD- Mixed Use Overlay



2,500 1,250 0 2,500 Feet

Parcel to be rezoned





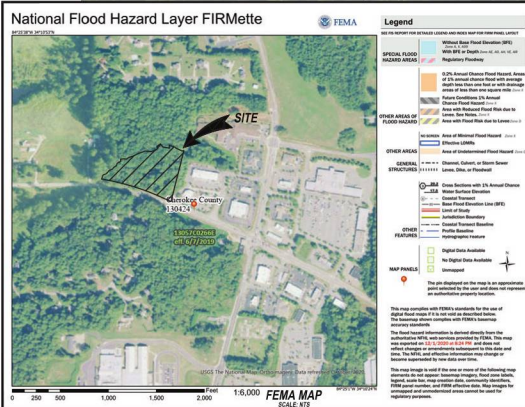
N/F
TOLL SOUTHEAST LP COMPANY INC
TN: 15026 154 A
PIN: 15-0254-0005

N/F
CREST BROOK PH 2A OPEN SPACE
TN: 15026 107 A
PIN: 15-0254-0005

N/F
WOLY CAYTON LLC
3332 EAST CHURCH RD
TN: 15026 100
PIN: 15-0254-0008
DB 14412 / PG 742

N/F
BHARAT VENTURES LLC
875 HICKORY FLAT HWY
TN: 15026 105 F
PIN: 15-0254-0014
DB 14352 / PG 83

N/F
BHARAT VENTURES LLC
6109 HICKORY FLAT HWY
TN: 15026 105 G
PIN: 15-0254-0014
DB 14352 / PG 83



TECH. PROTOCOL CALCULATION:

TOTAL 4.62 ACRES ± TO TREE UNITS PER ACRE = MAXIMUM 93.04 TREE UNITS REQUIRED

MAY BE REDUCED BY APPLICABLE AVERAGE OF DETERMINED BUFFERS AND FINAL STORMWATER FACILITY AND UTILITY LAYOUTS, WHICH ARE TO BE DETERMINED.

PROPOSED DEVELOPMENTS:

THREE QUICK SERVICE RESTAURANTS RANGING IN SIZE FROM APPROXIMATELY 1,400 TO 2,500 SF

ONE MULTI-TENANT BUILD-TO-SUIT #2,500 SF

1,100 LF FROM E PROPOSED ENTRANCE ALONG HICKORY FLAT HWY TO E OF ENTRANCE TO CREST BROOK DRIVE (TO THE WEST)

230 LF FROM E PROPOSED ENTRANCE ALONG HICKORY FLAT HWY TO E OF RIGHT-IN-ROAD OUT DRAINAGE (TO THE EAST)

THIS SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE AS SHOWN ON COMMUNITY-PANEL NO. 150260005E LAST REVISED JUNE 7, 2015

DEVELOPMENT SUMMARY		
ZONING	EXISTING ZONING	FOR
	PROPOSED ZONING	OC
AREA	SITE AREA (2.5 ACRES BUILDABLE)	4,602 ACRES
	OPEN SPACE	2,082 ACRES
	IMPERVIOUS AREA	2,05 ACRES (44%)
	PERVIOUS AREA	2,602 ACRES (56%)
PARKING	SPACES PROVIDED	73
DECKS	FRONT	60 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 CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATION, 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.

RIDGE PLANNING AND ENGINEERING®
1500 N. WILSON BLVD., SUITE 200
MARIETTA, GA 30066
OFFICE 770.938.9000

ZONING PLAN
HOLLY SPRINGS COMMERCIAL LOTS
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

CSWCC CERTIFICATION NUMBER:
EXPIRATION DATE:



REVISIONS

ZONING PLAN
Z100

1907 ZONING PLAN.DWG

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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.

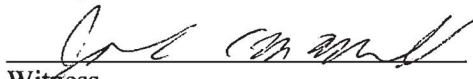
TO HAVE AND TO HOLD the said described property to the said Grantee, so that said Grantor shall not at any time, by any means or ways, have, claim or demand any right or title to the said described property.

Rec: \$22.00 TRANSFER TAX \$0.00

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

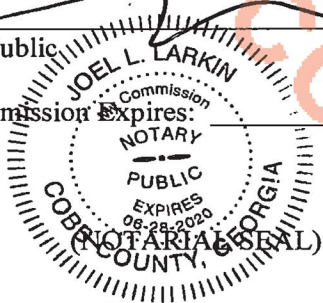
IN WITNESS WHEREOF, the Grantor has duly signed and sealed this Quitclaim Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness

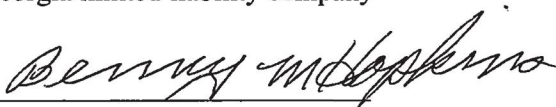

Notary Public

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°10'41" West for a distance of 1206.07 feet to an iron pin found (1/2" rebar); thence South 89°57'32" 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 61.60 feet to a point;
5. North 52°37'19" West for a distance of 16.14 feet to a point;
6. North 74°28'32" 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°13'45" 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



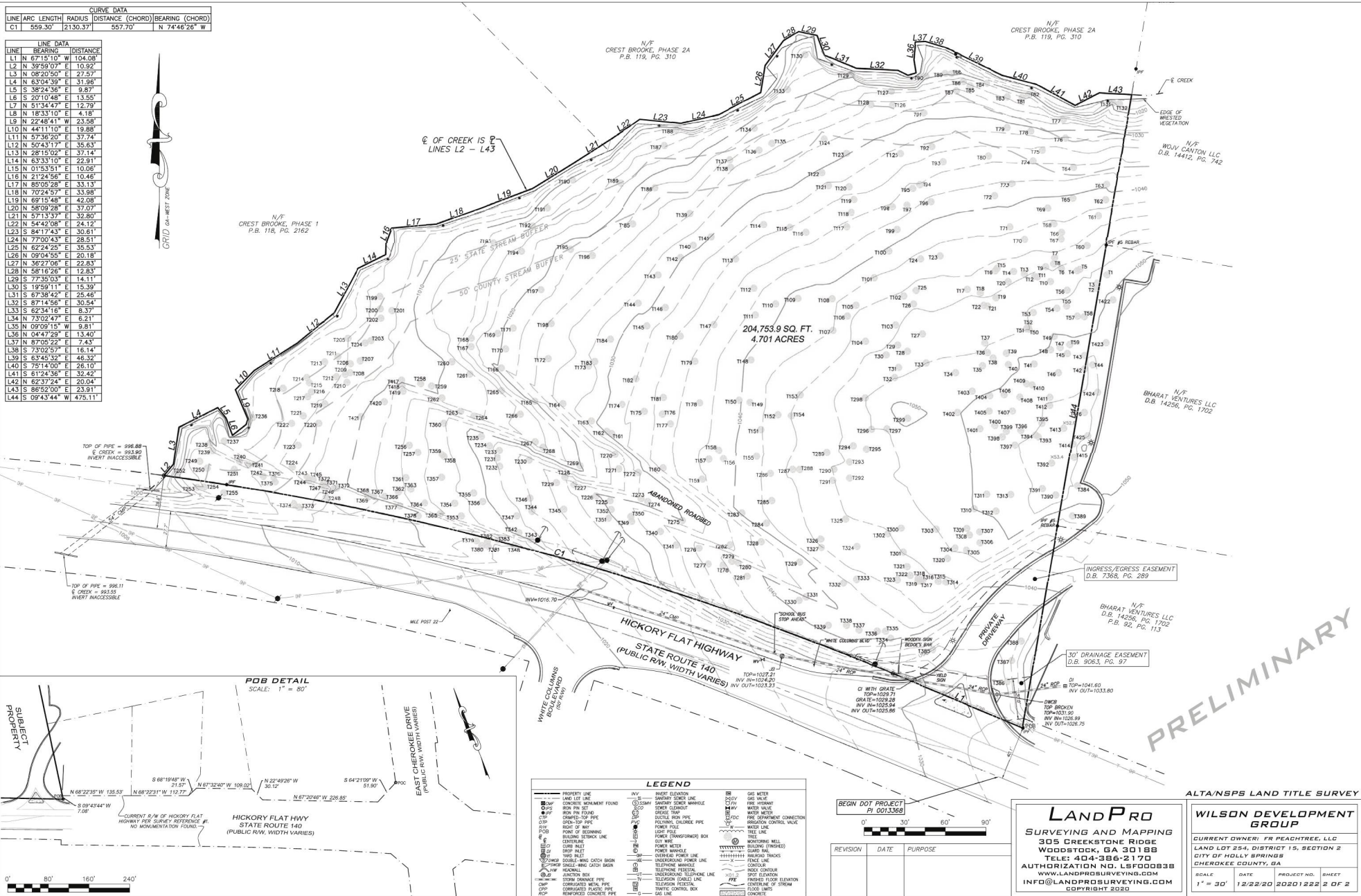
Map/Parcel/Lot:	15N26-134	Tax Account Id:	3789
Property Location:	HICKORY FLAT HW	Zoning Code:	
Owner Name/Address:	FR PEACHTREE LLC	Land Value:	81,960
	2849 PACES FERRY RD SE	Improvement Value:	0
	SUITE 290	Exempt Value:	0
	ATLANTA, GA 30339-6201	Total Assessed Value:	81,960
		Deductions:	None

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](#)

LINE DATA		
LINE	BEARING	DISTANCE
L1	360°00'00"	1.00
L2	38°09'00"	1.07
L3	02°50'00"	2.95
L4	63°04'39"	31.86
L5	20°00'00"	1.51
L6	20°10'48"	1.58
L7	18°51'34'47"	12.18
L8	18°33'30'41"	4.16
L9	18°33'30'41"	4.16
L10	44°11'10"	19.88
L11	57°36'20"	37.74
L12	50°43'17"	25.61
L13	57°36'20"	37.74
L14	63°33'10"	35.83
L15	01°33'51"	10.06
L16	21°24'56"	10.48
L17	21°24'56"	10.48
L18	70°24'57"	33.08
L19	69°15'48"	42.98
L20	69°15'48"	42.98
L21	57°13'37"	32.95
L22	57°13'37"	32.95
L23	54°42'08"	24.12
L24	84°17'43"	30.61
L25	84°17'43"	30.61
L26	62°24'25"	35.53
L27	62°24'25"	35.53
L28	09°04'55"	20.18
L29	36°27'06"	22.83
L30	36°27'06"	22.83
L31	75°30'33"	14.31
L32	75°30'33"	14.31
L33	19°59'11"	15.99
L34	19°59'11"	15.99
L35	68°38'42"	8.36
L36	68°38'42"	8.36
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TREE CHART

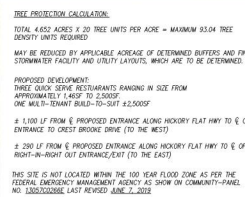
D#	DBH	TYPE	D#	DBH	TYPE	D#	DBH	TYPE
111	11"	OAK	1143	35"	POPLAR	1280	8"	HICKORY
112	11"	OAK	1144	10"	POPLAR	1281	14"	POPLAR
113	10"	OAK	1145	21"	OAK	1287	15"	OAK
114	21"	PINE	1146	14"	OAK	1288	14"	POPLAR
115	15"	POPLAR	1147	28"	POPLAR	1289	19"	POPLAR
116	24"	PINE	1148	29"	DEAD OAK	1290	20"	POPLAR
117	14"	POPLAR	1149	18"	OAK	1291	18"	POPLAR
118	9"	POPLAR	1150	18"	OAK	1292	24"	POPLAR
119	13"	PINE	1151	18"	OAK	1293	18"	POPLAR
120	15"	POPLAR	1152	7"	HICKORY	1294	23"	POPLAR
121	18"	PINE	1153	21"	POPLAR	1295	20"	POPLAR
122	11"	PINE	1154	15"	POPLAR	1296	13"	OAK
123	15"	PINE	1155	31"	POPLAR	1297	13"	OAK
124	18"	OAK	1156	10"	OAK	1298	14"	POPLAR
125	15"	PINE	1157	24"	OAK	1299	24"	OAK
126	18"	POPLAR	1158	9"	POPLAR	1300	14"	POPLAR
127	10"	PINE	1159	18"	OAK	1301	11"	PINE
128	15"	PINE	1160	19"	OAK	1302	8"	OAK
129	20"	PINE	1161	8"	HICKORY	1303	10"	PINE
130	10"	SOURWOOD	1162	12"	OAK	1304	10"	PINE
131	11"	POPLAR	1163	18"	OAK	1305	10"	OAK
132	13"	DEAD PINE	1164	18"	OAK	1306	16"	POPLAR
133	33"	OAK	1165	18"	POPLAR	1307	15"	PINE
134	22"	POPLAR	1166	34"	POPLAR	1308	16"	PINE
135	38"	POPLAR	1167	13"	OAK	1309	9"	POPLAR
136	33"	POPLAR	1168	10"	HARDWOOD	1310	11"	PINE
137	19"	HICKORY	1169	18"	OAK	1311	14"	POPLAR
138	28"	POPLAR	1170	7"	OAK	1312	12"	POPLAR
139	10"	POPLAR	1171	13"	OAK	1313	21"	PINE
140	27"	POPLAR	1172	13"	OAK	1314	19"	PINE
141	19"	OAK	1173	29"	OAK	1315	12"	PINE
142	20"	OAK	1174	31"	POPLAR	1316	19"	PINE
143	10"	OAK	1175	10"	OAK	1317	11"	POPLAR
144	15"	PINE	1176	18"	OAK	1318	14"	POPLAR
145	13"	PINE	1177	18"	OAK	1319	13"	OAK
146	14"	OAK	1178	14"	OAK	1320	14"	POPLAR
147	7"	OAK	1179	14"	OAK	1321	13"	DEAD PINE
148	18"	POPLAR	1180	28"	OAK	1322	10"	OAK
149	15"	DEAD PINE	1181	18"	DEAD OAK	1323	14"	POPLAR
150	24"	PINE	1182	10"	OAK	1324	10"	DEAD OAK
151	22"	PINE	1183	15"	OAK	1325	24"	POPLAR
152	27"	PINE	1184	29"	OAK	1326	26"	OAK
153	19"	PINE	1185	28"	HARDWOOD	1327	14"	POPLAR
154	8"	POPLAR	1186	30"	OAK	1328	13"	OAK
155	8"	POPLAR	1187	18"	POPLAR	1329	18"	HARDWOOD
156	8"	OAK	1188	18"	POPLAR	1330	18"	OAK
157	8"	POPLAR	1189	15"	HARDWOOD	1331	8"	HARDWOOD
158	8"	POPLAR	1190	38"	POPLAR	1332	14"	POPLAR
159	11"	PINE	1191	26"	HARDWOOD	1333	14"	PINE
160	8"	POPLAR	1192	18"	OAK	1334	14"	POPLAR
161	8"	POPLAR	1193	42"	OAK	1335	13"	POPLAR
162	8"	POPLAR	1194	18"	OAK	1336	14"	POPLAR
163	9"	POPLAR	1195	36"	OAK	1337	34"	DOUBLE OAK
164	9"	POPLAR	1196	36"	OAK	1338	40"	OAK
165	9"	POPLAR	1197	32"	HARDWOOD	1339	40"	OAK
166	18"	SWEETGUM	1198	21"	OAK	1340	20"	OAK
167	18"	POPLAR	1199	19"	POPLAR	1341	14"	OAK
168	9"	POPLAR	1200	17"	POPLAR	1342	13"	SWEETGUM
169	9"	SWEETGUM	1201	18"	POPLAR	1343	14"	OAK
170	18"	POPLAR	1202	15"	POPLAR	1344	14"	POPLAR
171	18"	PINE	1203	15"	POPLAR	1345	14"	POPLAR
172	18"	OAK	1204	10"	POPLAR	1346	11"	OAK
173	18"	OAK	1205	10"	POPLAR	1347	11"	POPLAR
174	23"	OAK	1206	22"	POPLAR	1348	23"	POPLAR
175	11"	HICKORY	1207	8"	OAK	1349	10"	OAK
176	9"	POPLAR	1208	8"	POPLAR	1350	14"	POPLAR
177	9"	POPLAR	1209	15"	POPLAR	1351	7"	POPLAR
178	11"	PINE	1210	8"	POPLAR	1352	7"	HARDWOOD
179	19"	PINE	1211	16"	POPLAR	1353	18"	DOUBLE POPLAR
180	19"	POPLAR	1212	18"	POPLAR	1354	18"	SWEETGUM
181	19"	POPLAR	1213	18"	POPLAR	1355	8"	OAK
182	13"	SWEETGUM	1214	15"	POPLAR	1356	18"	POPLAR
183	10"	OAK	1215	18"	DEAD POPLAR	1357	23"	POPLAR
184	10"	OAK	1216	22"	POPLAR	1358	8"	HARDWOOD
185	10"	HICKORY	1217	19"	SWEETGUM	1359	14"	POPLAR
186	24"	POPLAR	1218	30"	POPLAR	1360	12"	SWEETGUM
187	30"	OAK	1219	19"	SWEETGUM	1361	18"	POPLAR
188	19"	POPLAR	1220	8"	POPLAR	1362	18"	OAK
189	14"	OAK	1221	19"	POPLAR	1363	18"	POPLAR
190	14"	OAK	1222	20"	SWEETGUM	1364	23"	POPLAR
191	14"	OAK	1223	35"	POPLAR	1365	10"	POPLAR
192	23"	POPLAR	1224	21"	POPLAR	1366	24"	POPLAR
193	28"	OAK	1225	18"	POPLAR	1367	20"	OAK
194	22"	OAK	1226	18"	HARDWOOD	1368	14"	POPLAR
195	8"	POPLAR	1227	17"	SWEETGUM	1369	20"	SWEETGUM
196	21"	POPLAR	1228	18"	POPLAR	1370	20"	OAK
197	29"	OAK	1229	11"	SWEETGUM	1371	13"	POPLAR
198	19"	MAHOGANY	1230	10"	POPLAR	1372	6"	POPLAR
199	19"	OAK	1231	27"	SWEETGUM	1373	14"	OAK
200	19"	POPLAR	1232	8"	HARDWOOD	1374	18"	POPLAR
201	21"	OAK	1233	13"	POPLAR	1375	9"	OAK
202	30"	OAK	1234	9"	HARDWOOD	1376	6"	SWEETGUM
203	11"	POPLAR	1235	18"	HICKORY	1377	14"	SWEETGUM
204	8"	POPLAR	1236	16"	POPLAR	1378	20"	POPLAR
205	31"	OAK	1237	15"	POPLAR	1379	12"	MAPLE
206	25"	POPLAR	1238	30"	POPLAR	1380	6"	DOUBLE MAPLE
207	20"	OAK	1239	45"	POPLAR	1381	10"	SWEETGUM
208	14"	OAK	1240	40"	POPLAR	1382	18"	POPLAR
209	29"	POPLAR	1241	20"	DOUBLE POPLAR	1383	18"	POPLAR
210	19"	OAK	1242	6"	POPLAR	1384	14"	POPLAR
211	10"	HARDWOOD	1243	15"	POPLAR	1385	10"	MAPLE
212	19"	HICKORY	1244	9"	SWEETGUM	1386	8"	POPLAR
213	18"	POPLAR	1245	22"	POPLAR	1387	10"	DOUBLE BIRCH
214	11"	OAK	1246	18"	HARDWOOD	1388	10"	POPLAR
215	23"	POPLAR	1247	9"	POPLAR	1389	9"	OAK
216	20"	OAK	1248	9"	POPLAR	1390	8"	OAK
217	8"	HARDWOOD	1249	8"	OAK	1391	14"	PINE
218	11"	HARDWOOD	1250	8"	POPLAR	1392	13"	POPLAR
219	10"	HARDWOOD	1251	10"	OAK	1393	9"	OAK
220	11"	HARDWOOD	1252	18"	POPLAR	1394	12"	POPLAR
221	8"	HICKORY	1253	18"	POPLAR	1395	10"	SWEETGUM
222	31"	OAK	1254	16"	POPLAR	1396	16"	PINE
223	23"	OAK	1255	18"	POPLAR	1397	18"	POPLAR
224	20"	OAK	1256	9"	POPLAR	1398	8"	POPLAR
225	20"	OAK	1257	20"	POPLAR	1399	8"	POPLAR
226	16"	HICKORY	1258	20"	POPLAR	1400	7"	POPLAR
227	16"	OAK	1259	20"	POPLAR	1401	13"	PINE
228	10"	OAK	1260	15"	OAK	1402	14"	POPLAR
229	24"	POPLAR	1261	11"	OAK	1403	8"	SWEETGUM
230	10"	OAK	1262	8"	HARDWOOD	1404	20"	POPLAR
231	10"	OAK	1263	28"	POPLAR	1405	22"	PINE
232	10"	OAK	1264	17"	POPLAR	1406	14"	POPLAR
233	13"	OAK	1265	20"	POPLAR	1407	11"	SWEETGUM
234	18"	OAK	1266	18"	POPLAR	1408	14"	POPLAR
235	33"	OAK	1267	17"	POPLAR	1409	7"	POPLAR
236	18"	POPLAR	1268	18"	POPLAR	1410	10"	POPLAR
237	18"	OAK	1269	22"	POPLAR	1411	10"	POPLAR
238	18"	OAK	1270	20"	OAK	1412	16"	POPLAR
239	30"	OAK	1271	18"	POPLAR	1413	13"	POPLAR
240	19"	OAK	1272	18"	POPLAR	1414	7"	SWEETGUM
241	18"	OAK	1273	18"	POPLAR	1415	14"	POPLAR
242	18"	OAK	1274	6"	POPLAR	1416	6"	OAK
243	18"	OAK	1275	18"	POPLAR	1417	18"	POPLAR
244	18"	OAK	1276	13"	POPLAR	1418	18"	MAPLE
245	20"	OAK	1277	11"	POPLAR	1419	8"	OAK
246	19"	OAK	1278	8"	POPLAR	1420	20"	POPLAR
247	19"	HARDWOOD	1279	27"	POPLAR	1421	12"	OAK
248	31"	OAK	1280	9"	OAK	1422	9"	OAK
249	26"	OAK	1281	9"	OAK	1423	12"	OAK
250	26"	OAK	1282	9"	OAK	1424	12"	OAK
251	30"	OAK	1283	28"	OAK	1425	9"	OAK
252	30"	OAK	1284	27"	DEAD OAK	1426	9"	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 MIXED 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(09701), DATED JUNE 17, 2017, LAST REVISED MAY 17, 2019; THENCE, TRAVELING ALONG SAID MIXED INTERSECTION SOUTH 61 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 500.30 FEET AND A RADIUS OF 2130.37 FEET, BEING SUBTENDED BY A CHORD OF NORTH 74 DEGREES 48 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 09 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 23.57 FEET TO A POINT; THENCE NORTH 63 DEGREES 04 MINUTES 03 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 01 DEGREES 10 MINUTES 48 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 37.74 FEET TO A POINT; THENCE NORTH 50 DEGREES 43 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 35.63 FEET TO A POINT; THENCE NORTH 28 DEGREES 15 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 37.14 FEET TO A POINT; THENCE NORTH 63 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 22.91 FEET TO A POINT; THENCE NORTH 01 DEGREES 53 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 10.06 FEET TO A POINT; THENCE NORTH 21 DEGREES 24 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 10.46 FEET TO A POINT; THENCE NORTH 85 DEGREES 05 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 33.13 FEET TO A POINT; THENCE NORTH 20 DEGREES 24 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 33.98 FEET TO A POINT; THENCE NORTH 69 DEGREES 15 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 42.08 FEET TO A POINT; THENCE NORTH 58 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 37.07 FEET TO A POINT; THENCE NORTH 57 DEGREES 13 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 32.40 FEET TO A POINT; THENCE NORTH 54 DEGREES 42 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 24.12 FEET TO A POINT; THENCE SOUTH 84 DEGREES 17 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 30.61 FEET TO A POINT; THENCE NORTH 77 DEGREES 00 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 28.51 FEET TO A POINT; THENCE NORTH 62 DEGREES 24 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 55.53 FEET TO A POINT; THENCE NORTH 09 DEGREES 04 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 20.18 FEET TO A POINT; THENCE NORTH 36 DEGREES 27 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 22.83 FEET TO A POINT; THENCE NORTH 58 DEGREES 16 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 12.83 FEET TO A POINT; THENCE SOUTH 77 DEGREES 35 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 14.11 FE



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
	SIDE	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 CONTRACTOR'S 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

GSWOC CERTIFICATION NUMBER:
EXPIRATION DATE:



REVISIONS

Z100

19967 ZONING PLAN.DWG

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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:



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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

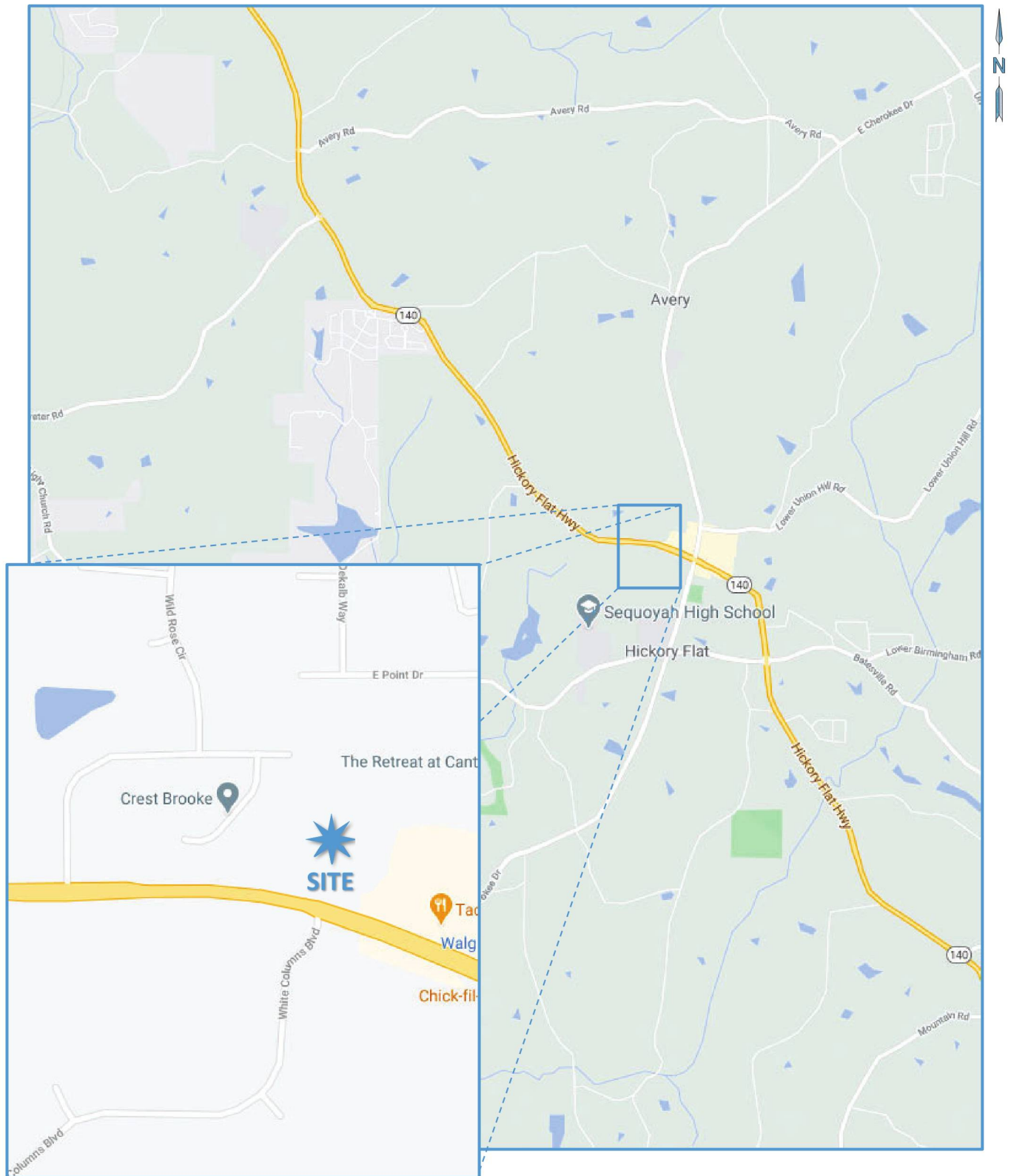


Figure 2: Site Location Aerial



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.

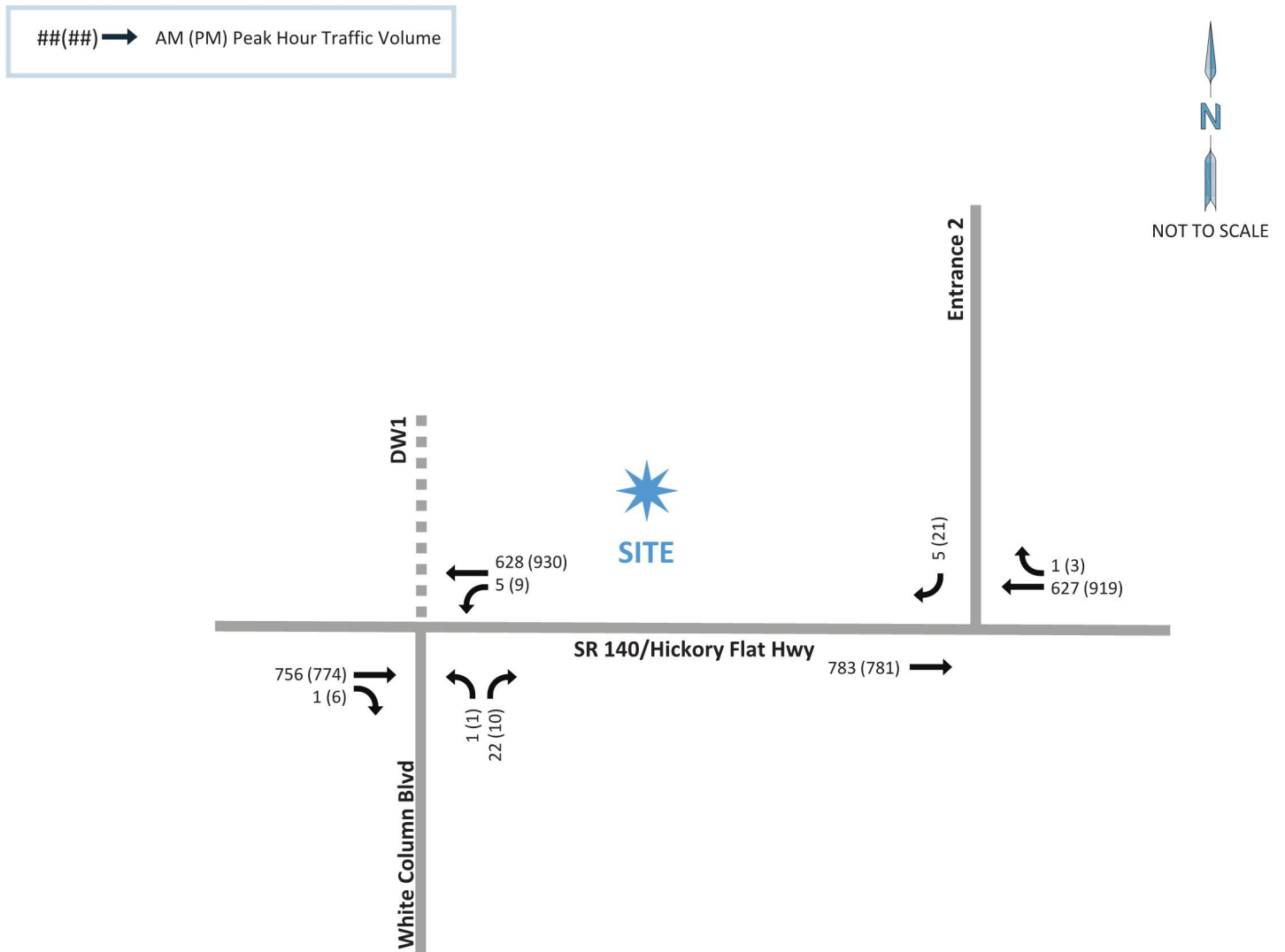
White Column Blvd is an undivided tow-lane local roadway with a posted speed limit of 25 mph. This road serves as the only entrance to the Hickory Plantation residential development.

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

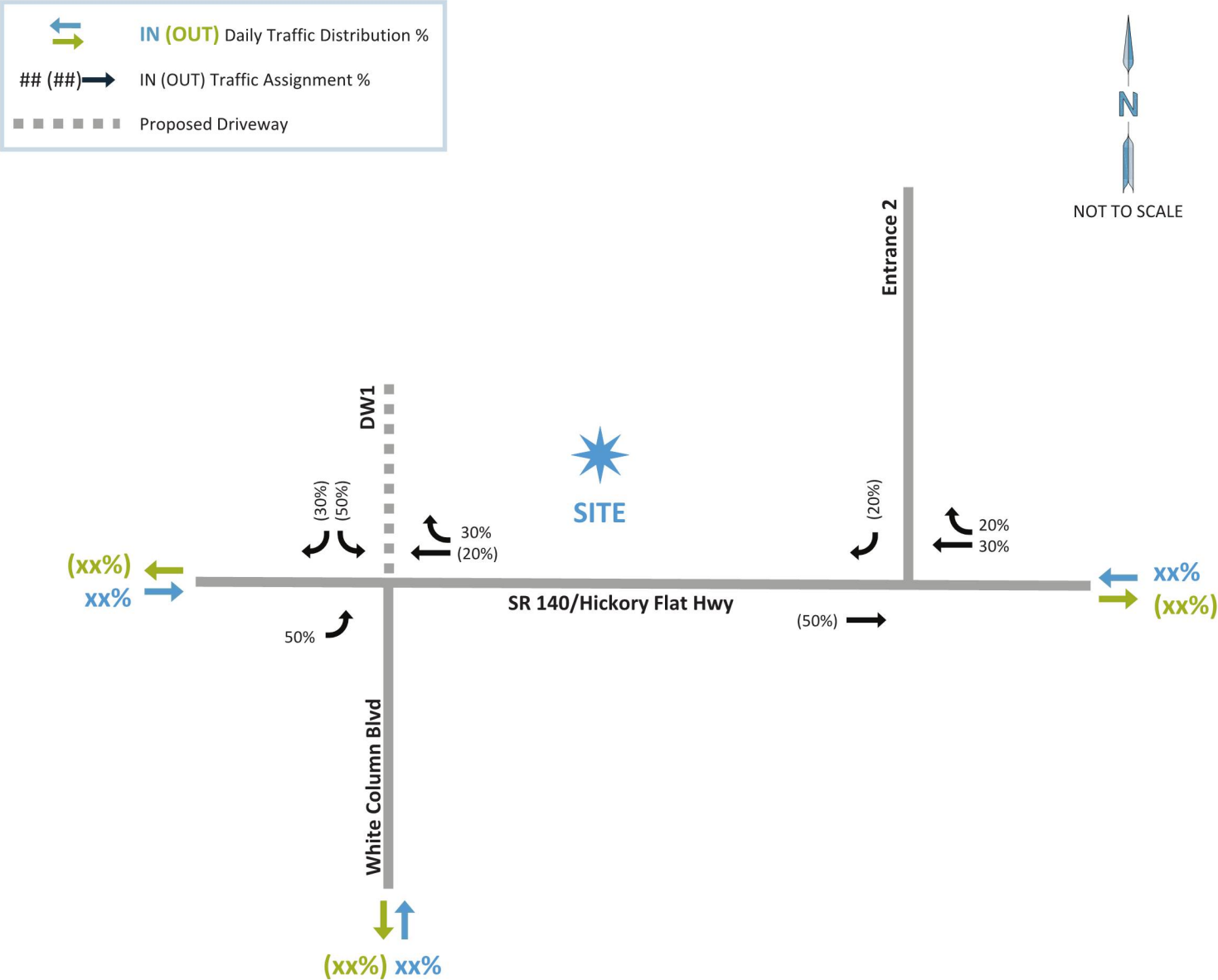


Figure 5: Pass-by Distribution

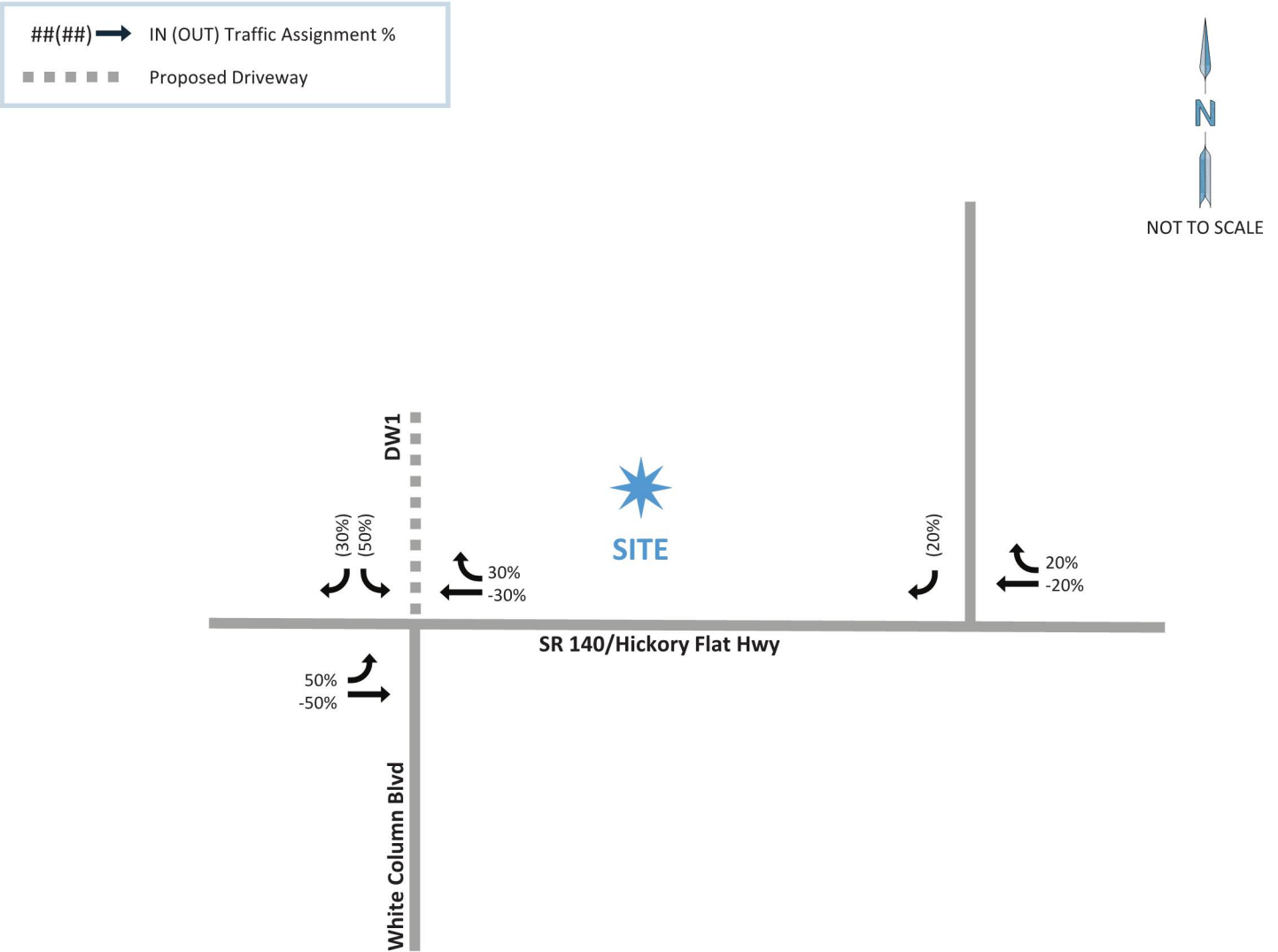
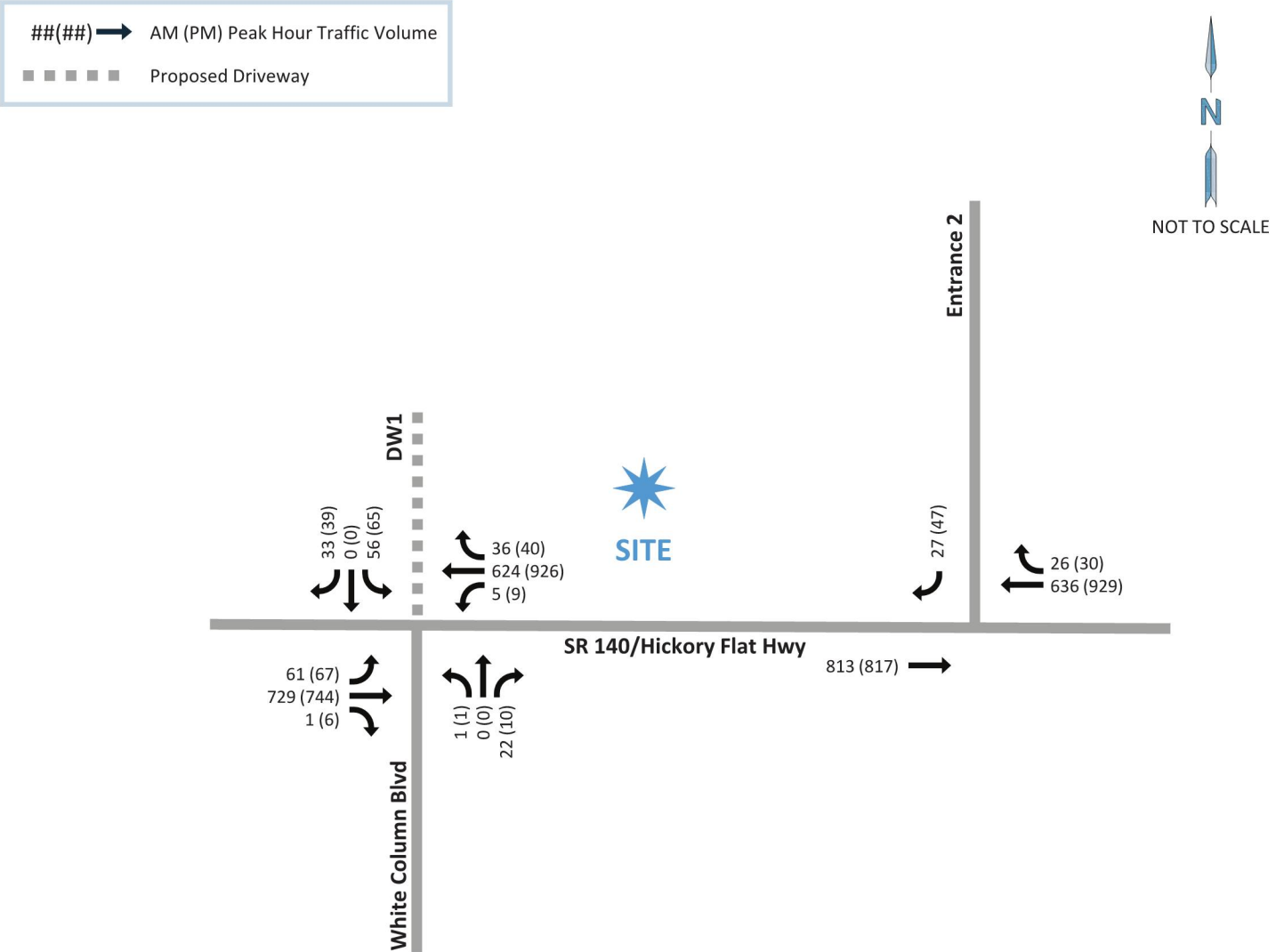


Figure 6: Future (2023) Traffic Volumes



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	0	3	115	0	0	305
	7:30 AM	0	0	8	0	0	0	0	0	187	0	0	0	2	150	0	0	347
	7:45 AM	0	0	4	0	0	0	0	0	192	1	0	0	1	143	0	0	341
	8:00 AM	0	0	3	0	0	0	0	0	194	0	0	0	1	158	0	0	356
	8:15 AM	1	0	7	0	0	0	0	0	183	0	0	0	1	177	0	0	369
	8:30 AM	0	0	5	0	0	0	0	0	177	1	0	0	2	158	0	0	343
8:45 AM	0	0	2	0	0	0	0	0	156	1	0	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 :	1	0	36	0	0	0	0	0	0	1458	4	0	12	1166	0	0	2677	
	2.70%	0.00%	97.30%	0.00%					0.00%	99.73%	0.27%	0.00%	1.02%	98.98%	0.00%	0.00%		
PEAK HR :	07:30 AM - 08:30 AM																TOTAL	
PEAK HR VOL :	1	0	22	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	3	0	0	0	0	0	193	2	0	0	2	194	0	0	396
	4:15 PM	0	0	1	0	0	0	0	0	163	1	0	0	1	229	0	0	395
	4:30 PM	0	0	4	0	0	0	0	0	181	3	0	0	3	209	0	0	400
	4:45 PM	1	0	5	0	0	0	0	0	194	3	0	0	2	202	0	0	407
	5:00 PM	0	0	3	0	0	0	0	0	185	1	0	0	2	227	0	0	418
	5:15 PM	1	0	0	0	0	0	0	0	207	3	0	0	2	225	0	0	438
	5:30 PM	0	0	2	0	0	0	0	0	187	1	0	0	2	240	0	0	432
5:45 PM	0	0	5	0	0	0	0	0	195	1	0	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 :	4	0	23	0	0	0	0	0	0	1505	15	0	17	1764	0	0	3328	
	14.81%	0.00%	85.19%	0.00%					0.00%	99.01%	0.99%	0.00%	0.95%	99.05%	0.00%	0.00%		
PEAK HR :	05:00 PM - 06:00 PM																TOTAL	
PEAK HR VOL :	1	0	10	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	0	0	0	0	0	1	0	0	1	0	0	0	0	1	1		0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU		
	7:00 AM	0	0	0	0	0	0	1	0	1	181	0	0	0	108	0		0
	7:15 AM	0	0	0	0	0	0	1	0	0	189	0	0	0	119	0		0
	7:30 AM	0	0	0	0	0	0	4	0	0	190	0	0	0	147	0		0
	7:45 AM	0	0	0	0	0	0	1	0	0	202	0	0	0	142	1		0
	8:00 AM	0	0	0	0	0	0	0	0	0	196	0	0	0	161	0		0
	8:15 AM	0	0	0	0	0	0	0	0	0	195	0	0	0	177	0		0
	8:30 AM	0	0	0	0	0	0	1	0	0	179	0	0	0	160	0		0
8:45 AM	0	0	0	0	0	0	0	0	0	163	0	0	0	156	0	0		
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 0 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	0	0	0	0	0	1	0	0	1	0	0	0	0	1	1		0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU		
	4:00 PM	0	0	0	0	0	0	4	0	0	196	0	0	0	194	1		0
	4:15 PM	0	0	0	0	0	0	0	0	0	164	0	0	0	229	0		0
	4:30 PM	0	0	0	0	0	0	2	0	0	188	0	0	0	206	1		0
	4:45 PM	0	0	0	0	0	0	2	0	2	197	0	0	0	203	2		0
	5:00 PM	0	0	0	0	0	0	5	0	1	184	0	0	0	226	1		0
	5:15 PM	0	0	0	0	0	0	6	0	1	209	0	0	0	219	2		0
	5:30 PM	0	0	0	0	0	0	8	0	1	188	0	0	0	232	0		0
5:45 PM	0	0	0	0	0	0	2	0	0	197	0	0	0	242	0	0		
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)

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 Lot 1	2,400 S.F.				937	1,000 S.F.		
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 Lot 2 No Breakfast	2,500 S.F.				934	1,000 S.F.		
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 Lot 2	2,500 S.F.				814	1,000 S.F.		
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 Lot 3 No Breakfast	1,846 S.F.				934	1,000 S.F.		
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	0	0	2029	2029	813	1991	1989	1007
Stage 1	-	-	-	-	-	-	959	959	-	1027	1027	-
Stage 2	-	-	-	-	-	-	1070	1070	-	964	962	-
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	663	-	-	812	-	-	43	57	378	~ 45	61	292
Stage 1	-	-	-	-	-	-	309	335	-	283	312	-
Stage 2	-	-	-	-	-	-	268	298	-	307	334	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	663	-	-	812	-	-	33	49	378	~ 39	53	292
Mov Cap-2 Maneuver	-	-	-	-	-	-	33	49	-	~ 39	53	-
Stage 1	-	-	-	-	-	-	275	298	-	252	303	-
Stage 2	-	-	-	-	-	-	222	289	-	265	297	-

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

CITY OF HOLLY SPRINGS
5.1.2021 TO 5.1.2022

Program Details	2020-2021			2021-2022			Cost Comparison		
	Current Program	Current Rating Basis	Current Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability			\$8,608			\$7,884			
Each Occurrence	\$4,000,000	\$3,306,508		\$4,000,000	\$3,306,508		0.0%	-8.4%	-8.4%
General Aggregate	Unlimited	<i>Reported Payroll</i>		Unlimited	<i>Reported Payroll</i>				
Deductibles									
General Liability	\$0			\$0					
Public Officials Liability			\$15,895			\$14,472			
Each Occurrence	\$4,000,000	\$3,306,508		\$4,000,000	\$3,306,508		0.0%	-9.0%	-9.0%
Aggregate	\$20,000,000	<i>Reported Payroll</i>		\$20,000,000	<i>Reported Payroll</i>				
Deductible	\$5,000			\$5,000					
Law Enforcement Liab.			\$37,207			\$33,875			
Each Occurrence	\$4,000,000	39		\$4,000,000	38		-2.6%	-9.0%	-6.4%
Aggregate	Unlimited	<i>Officers</i>		Unlimited	<i>Officers</i>				
Deductible	\$5,000			\$5,000					
Automobile Liability			\$25,604			\$31,492			
Combined Single Limit	\$4,000,000	61		\$4,000,000	63		3.3%	23.0%	19.7%
Uninsured Motorist Liab.	\$75,000	<i>Vehicles</i>		\$75,000	<i>Vehicles</i>				
Deductibles									
Auto Liability	\$0			\$0					
Auto Physical Damage			\$12,693			\$13,937			
Limit	ACV	56		ACV	58		3.6%	9.8%	6.2%
Vehicles Covered	Scheduled	<i>Vehicles</i>		Scheduled	<i>Vehicles</i>				
Deductible	\$1,000			\$1,000					
Crime			\$1,032			\$1,032			
Employee Dishonesty	\$500,000	65		\$500,000	62		-4.6%	0.0%	4.6%
Money & Securities	\$500,000	<i>Employees</i>		\$500,000	<i>Employees</i>				
Deductible	\$1,000			\$1,000					
Property & Equipment			\$5,994			\$7,705			
Total Insured Values	\$3,785,940	\$3,785,940		\$4,377,740	\$4,377,740		15.6%	28.5%	12.9%
Flood Limit	\$3,785,940	<i>Property Values</i>		\$4,377,740	<i>Property Values</i>				
Earthquake Limit	\$3,785,940			\$4,377,740					
Deductibles									
Building and Contents	\$1,000	\$3,682,294		\$1,000	\$4,274,094				
Mobile Equipment	\$1,000	\$103,646		\$1,000	\$103,646				
Equipment Breakdown			\$768			\$892			
Per Occurrence	\$3,262,594	\$3,682,294		\$100,000,000	\$4,274,094		16.1%	16.1%	0.1%
Deductible	\$1,000	<i>Property Values</i>		\$1,000	<i>Property Values</i>				
Animal Mortality			\$1,500			\$1,500			
Scheduled Limit	\$15,000	1		\$15,000	1		0.0%	0.0%	0.0%
Deductible	\$0	<i>Animals</i>		\$0	<i>Animals</i>				
GIRMA Contributions			\$109,301			\$112,789	1.8%	3.2%	1.4%
Dividends/Credits			(\$7,668)			(\$6,520)			
GIRMA Net Contributions			\$101,613			\$106,269	1.8%	4.6%	2.8%
Gallagher Mgmt Fees			\$10,000			\$10,000			
Grand Total Cost			\$111,613			\$116,269	1.8%	4.2%	2.4%

Program Details	2020-2021			2021-2022			Cost Comparison		
	Current Program	Current Rating Basis	Current Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D			\$1,426			\$1,598			
Limit	\$50,000	65		\$50,000	62		-4.6%	12.1%	16.7%
Deductible	\$0	<i>Employees</i>		\$0	<i>Employees</i>				
Off-Duty Liability			\$11,423			\$11,525			
Limit	\$1,000,000	39		\$1,000,000	38		-2.6%	0.9%	3.5%
Deductible	\$10,000	<i>Officers</i>		\$10,000	<i>Officers</i>				
Excess Crime			\$2,500			\$2,500			
Limit	\$1,500,000	65		\$1,500,000	62		-4.6%	0.0%	4.6%
Deductible	\$500,000	<i>Employees</i>		\$500,000	<i>Employees</i>				
Excess Cyber Liability			\$4,976			\$9,654			
Limit	\$1,000,000	\$11,718,907		\$1,000,000	\$26,761,241		128.4%	94.0%	-34.3%
Deductible	\$250,000	<i>Revenue</i>		\$250,000	<i>Revenue</i>				
Terrorism & Sabotage			\$1,250			\$1,250			
Limit	\$3,677,294	\$3,677,294		\$3,677,294	\$3,677,294		0.0%	0.0%	0.0%
Deductible	\$5,000	<i>TIV</i>		\$5,000	<i>TIV</i>				
Ancillary Lines Total			\$21,575			\$26,527	-3.6%	23.0%	26.5%
Total Cost (All lines)			\$133,188			\$142,796	-0.9%	7.2%	8.1%

Notes:
 * Total exposure and rate change based on weighted averages
 * Commission on the AD&D is 20% and commission on the off-duty liability is 10%.
 * Auto includes hired/non-owned coverage included within the above for liability and physical damage.
 * Crime includes \$25K sub-limit for social engineering and \$150.00 Policy Fee
 * Off-Duty Liability policy premium above contains 4% surplus lines taxes.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

HO7

1050 Crown Pointe Pkwy., Suite 600
Atlanta, GA 30338

Coverage Period:

May-01-2021 to May-01-2022

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/2/2021

Administered by:

Willis Towers Watson Southeast, Inc.

Concourse Corporate Center Five, 18th Floor
Atlanta, GA 30328

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$4,000,000
Personal & Advertising Injury	\$4,000,000
Products / Completed Operations	\$4,000,000
Failure to Supply Utilities	\$4,000,000
Fire Legal Liability	\$4,000,000
Law Enforcement Liability	\$4,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$20,000,000
Failure to Supply Utilities Aggregate	\$20,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$0
Law Enforcement Liability Deductible	\$5,000
Employee Benefits Liability	\$4,000,000
Employee Benefits Aggregate	\$20,000,000
Form	Occurrence
Deductible	\$0

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$4,000,000
Aggregate Limit	\$20,000,000
Form	Occurrence
Deductible	\$5,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$4,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$4,000,000
Medical Payments	Excluded
Deductible	\$0
Uninsured Motorist Deductible	\$0

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000
Hired Physical Damage Deductible	\$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

Property	Limit of Liability
Total Insured Values	\$4,377,740
Blanket Building & Contents	\$4,274,094
Mobile Equipment	\$103,646
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$4,377,740
Earthquake Limit	\$4,377,740
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$1,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$1,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$4,274,094
Ordinance or Law Limit	\$4,274,094
Hazardous Substance	\$250,000
Deductible	\$1,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$4,274,094
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

Cyber*	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

**Cyber coverage is insured outside of GIRMA by a commercial insurance carrier.*

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$15,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF HOLLY SPRINGS

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$7,884
Law Enforcement Liability – Before Credit	\$42,344
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$8,469</i>
Law Enforcement Liability – After Credit	\$33,875
Public Officials Liability	\$14,472
Automobile Liability	\$30,766
Automobile Physical Damage	\$13,937
Property – Buildings & Contents	\$7,589
Mobile Equipment	\$116
Police Animal Mortality	\$1,500
Crime / Fidelity	\$1,032
Boiler & Machinery	\$892
Uninsured Motorist	\$726
Sub Total	\$112,789
Less Renewal Credit	\$6,520
Total	\$106,269

Disclaimer:

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City of Holly Springs

Policy Effective Date: **5/1/2021** Broker: **Scott Thomason**
Policy Expiration Date: **5/1/2022** Issue Date: **4/28/2021**

Line of Business	Carrier	Exposure Basis	Limit of Liability	AM Best Rating	Premium+
Excess Law Enforcement Liability	QBE Specialty Insurance Company			A, XV	<i>Non-Admitted</i>
General Aggregate			\$1,000,000		\$11,525
Each Occurrence			\$10,000,000		
Line of Duty Benefits			\$50,000		
Excess Cyber Liability	Berkley Assurance Company			A+, XV	<i>Non-Admitted</i>
Data Breach Response			\$1,000,000	\$250,000	\$9,654
Business Income Loss			\$1,000,000	10 Hours	
Extra Expense			\$10,000	10 Hours	
Ransomware Extortion			\$1,000,000		
Cyber Crime			\$50,000	\$25,000	
Social Engineering			\$5,000	\$25,000	
Coverage Note	Claims Made - Retro Date 5/1/2011				
Excess Crime	Hanover Insurance Company			A, XV	
Employee Theft			\$500,000	\$1,000	\$2,500
Money & Securities			\$500,000		
Computer Fraud			\$500,000		
Funds Transfer Fraud			\$500,000		
Social Engineering					
Municipal Workforce	Zuich American Insurance Co.			A+, XV	
Number of Employees Covered	65				\$1,598
AD&D Coverage					
Terrorism & Sabotage Coverage	Underwriters at Lloyd's London			A, XV	<i>Non-Admitted</i>
Limit Per Occurrence			\$3,677,294	\$5,000	\$1,250
Miscellaneous Unnamed Locations			\$1,000,000		
Civil or Military Authority Sublimit			\$1,000,000		

DISCLAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.



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1050 Crown Pointe Parkway, Suite 600 P - 678.393.5200
Atlanta, GA 30338-7702 F - 678.393.5220
United States ajg.com

April 16, 2021

City of Holly Springs
Karen Norred
PO Box 990
Holly Springs, GA 30142

Re: Excess Cyber Liability
Berkley Assurance Company - Policy # BCRS1-3000136
Policy Effective: 05/01/2021 to 05/01/2022

Accidental Death & Dismemberment
Zurich American Insurance Company - Policy # GTU0285069-02
Policy Effective: 05/01/2021 to 05/01/2022

Terrorism Standalone
Lloyd's syndicate - Policy # UTS2566585.20
Policy Effective: 05/01/2021 to 05/01/2022

Law Enforcement Liability
QBE Specialty Insurance Company - Policy # QLO01271-01
Policy Effective: 05/01/2021 to 05/01/2022

Excess Crime
Hanover Insurance Company - Policy # 10620005
Policy Effective: 05/01/2021 to 05/01/2022

Dear Karen:

Your Excess Cyber Liability, Accidental Death & Dismemberment, Terrorism Standalone, Law Enforcement Liability policies will be renewing shortly. Attached is our quotation for Cyber Liability, Accidental Death & Dismemberment, Terrorism Standalone, Law Enforcement Liability, and Excess Crime coverages.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carriers are
 - Berkley Assurance Company
 - Zurich American Insurance Company

- Lloyd's syndicate
 - QBE Specialty Insurance Company
 - Hanover Insurance Company
 - The renewal premiums are:
 - Excess Cyber Liability: \$9,654.00 (Includes TRIA Premium: \$0.00), plus
 - Surplus Lines Tax: \$386.16
 - Accidental Death & Dismemberment: \$1,598.00
 - Terrorism Standalone: \$1,250.00
 - Excess Crime: \$2,500
 - Law Enforcement Liability: \$11,375.00, plus
 - Policy Fee: \$150.00
- Total Law Enforcement Liability Premium: \$11,525.00
- Total renewal policies premium: \$26,913.16**
- Gallagher Risk Management Fee of \$10,000 is applicable for GIRMA placement consulting.
 - The Terrorism Standalone premium is subject to minimum earned premium: 25% to bind.
 - The Law Enforcement Liability premium is subject to minimum earned premium: 25% to bind.
 - Defense costs for Cyber Liability are limited and included within the policy limits.
 - Significant policy exclusions include but are not limited to the following:
 - Cyber Liability
 - Specific Matter Exclusion Endorsement - CYB000039 (02/18)
 - Law Enforcement Liability
 - Nuclear Energy Exclusion (QBLE-2044 (01-16))
 - Communicable Disease Exclusion Endorsement (QBLE-2010 (10-20))
 - The renewal policy includes the following renewal restrictions, coverage reductions or deductible increases:
 - The Cyber Liability policy is claims-made and contains the following restrictions and claims reporting requirements:
 1. Retroactive Date: Full Prior Acts
 - Immediately report all claims to:
 - Email: GGB.NRCCclaimsCenter@ajg.com
 - Phone: 855-497-0578
 - Fax: 225-663-3224

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

- Should you elect to change carriers (if a new retro-active date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (XX) days of the expiration dates. The cost of this extended reporting period is XXX% of the annual premium and is fully earned. The extended reporting period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (XXX) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

To renew this policy, please refer to the "Client Authorization to Bind Coverage" page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.



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Excess Cyber Liability

1. PRIOR TO BINDING: Subject to Microsoft Exchange Questionnaire (for consideration of removal of Specific Matter Exclusion)
2. PRIOR TO BINDING: Subject to Supplemental Questionnaire
3. PRIOR TO BINDING: Subject to Upon successful validation the insured has implemented MFA for all remote access into it's network AND MFA for access to any cloud based email applications such as Microsoft 0365 or Cloud based applications, such as Workday, we would consider removing CYB000143

Law Enforcement Liability

1. Subject to Completed, signed and dated PRU-TX application - prior to binding.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Scott Thomason

Scott Thomason
Senior Vice President

Enclosure



Insurance | Risk Management | Consulting

1050 Crown Pointe Parkway, Suite 600 P - 678.393.5200
 Atlanta, GA 30338-7702 F - 678.393.5220
 United States ajg.com

Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Excess Cyber Liability	Berkley Assurance Company	N/A	\$9,654.00	15%	N/A
Accidental Death & Dismemberment	Zurich American Insurance Company	N/A	\$1,598.00	20%	N/A
Terrorism Standalone	Lloyd's syndicate	N/A	\$1,250.00	20%	N/A
Law Enforcement Liability	QBE Specialty Insurance Company	Public Risk Underwriters (Program Management Services)	\$11,375.00	10%	N/A
Excess Crime	Hanover Insurance Company	N/A	\$2,500	15%	N/A

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
 * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees. * Gallagher is receiving ____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008



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CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Berkley Assurance Company	A+ XV	Non-Admitted
Zurich American Insurance Company	A+ XV	Admitted
Lloyd's syndicate	A XV	Non-Admitted
QBE Specialty Insurance Company	A XV	Non-Admitted
Hanover Insurance Company	A XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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CITY OF HOLLY SPRINGS

CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of Gallagher's proposal dated **April 16, 2021**, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		Bind All Policies As Shown Herein:
		Excess Cyber Liability (Berkley Assurance Company) Premium: \$9,654.00, plus \$386.16 Surplus Lines Tax
		Accidental Death & Dismemberment (Zurich American Insurance Company) Premium: \$1,598.00
		Terrorism Standalone (Lloyd's syndicate) Premium: \$1,250.00
		Law Enforcement Liability (QBE Specialty Insurance Company) Premium: \$11,525.00
		Excess Crime (Hanover Insurance Company) Premium: \$2,500
		Bind TRIA Terrorism Coverage As Quoted
		TRIA Premium (Included): \$0.00 - Cyber Liability
		AJG Risk Management Fee: \$10,000.00
		Provide Quotations or Additional Information on the following Coverage Considerations

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

EXPOSURES AND VALUES

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Fee Agreement: In addition of commission received by Gallagher for the policy term reflected herein, effective **05/01/2021**, Gallagher will receive a fee of **\$10,000.00** for:



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- ☒ placement of insurance coverage
- ☒ maintenance and management of the account
- ☐ loss/risk control services
- ☐ claim advocacy services
- ☐ consulting services
- ☐ data analytics program studies
- ☐ umbrella limits analysis -
- ☐ pool administration
- ☐ program administration
- ☐ Risk Purchasing Group or Risk Retention Group program administration fees, and/or
- ☐ other _____

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Client Signature

Dated



2470 Sandy Plains Rd
Marietta, GA 30066
D (770) 702-7025
M (404) 670-2040
sjordan@seengineering.com

PROFESSIONAL SERVICES AGREEMENT

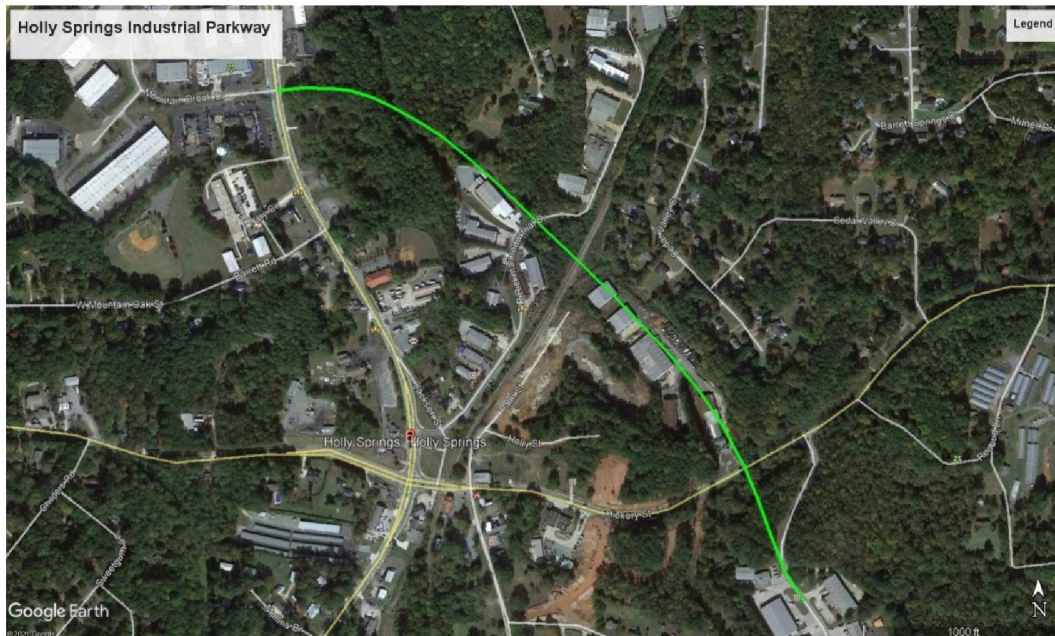
This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement.

CLIENT: Attn: Robert H. Logan, CPA CGMA
City of Holly Springs
3237 Holly Springs Pkwy.
Holly Springs, GA 30115

PROJECT NAME: Hickory Springs Industrial Drive Realignment & Hickory Springs Parkway – Partial Design

PROJECT UNDERSTANDING

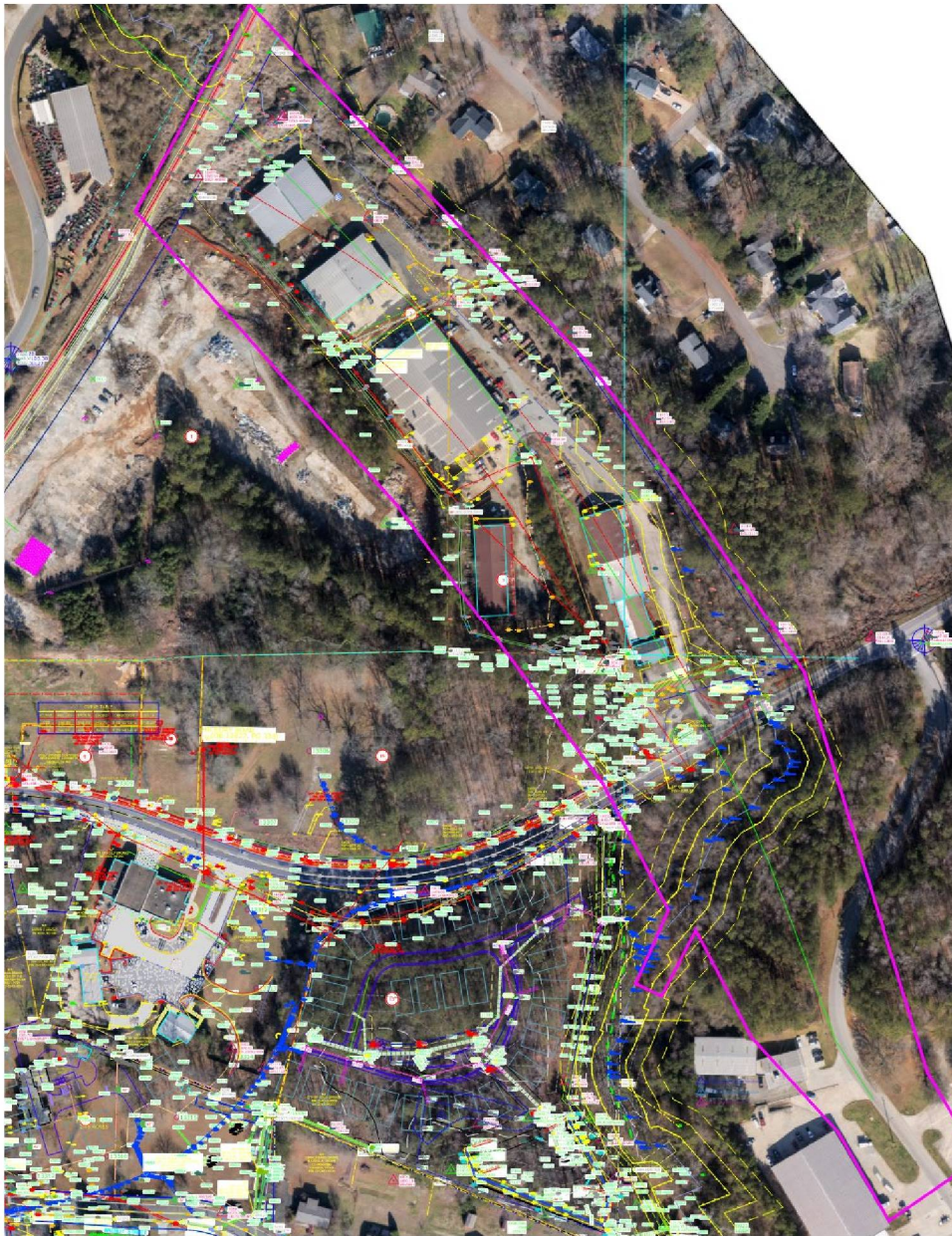
SEI understands that the City of Holly Springs would like to complete a partial design of Georgia Department of Transportation (GDOT) Project P.I. No. 0015030 programmed project of Hickory Springs Parkway. SEI also understands that this partial design of the Hickory Springs Parkway will be 100% locally funded by the City of Holly Springs. The design will require railroad coordination for a potential at grade intersection crossing, additional surveying, environmental permitting, FEMA Flood Study/Letter of Map Revision, Traffic Engineering and Roadway Design. The realigned section of Hickory Springs Industrial Drive will be from approximately 750 ft south of Hickory Road and the existing Hickory Springs Industrial Drive will be abandoned. The new location section of Hickory Springs Parkway will begin at Hickory Road and travel northwest for approximately 1350 ft to Patriot Railroad.



SCOPE OF SERVICES

Task 1 – Survey

SEI has previously collected surveys for the Holly Springs Town Center project. These previously collected surveys did not include all the area needed for the Hickory Springs Industrial Drive Realignment & Hickory Springs Parkway – Partial Design. This task includes the required additional survey primarily south of Hickory Road and 30% survey update of the previously collected survey to account for potential grade changes due to building removal and other areas that were not previously collected. Also included is 2000 ft of survey needed for the hydraulic study and complete roadway design. This also includes marking of all existing utilities by a third-party utility locate firm and SEI survey will survey the utilities into the new database. Lastly, the entire database of new and previously collected data will be converted into MicroStation and InRoads software for the roadway design. All previously designed civil work was completed in AutoCAD Civil 3D.



Task 2 – Environmental (AECOM)

AECOM understands the scope for this effort to include data collection, analysis, and obtaining the 404 permit from the US Army Corps of Engineers (USACE). This proposal is for completion of environmental clearance/documentation associated with the Hickory Springs Parkway between Hickory Road and Patriot Railroad for this 100% locally funded project through the Developer previously contracted on the Holly Springs Town Center.

AECOM will build upon their previous studies conducted in this area and apply data as appropriate. A site visit will be conducted for validation of environmental resources previously collected in 2017. Environmental scope includes engineering coordination on the alternatives/constructability analysis to include in an environmental memo/Aquatic Resource Delineation Verification Request (ARDR) and 404 permit application. The scope assumes coordination with USACE and that a Regional Permit (RP) 34 Section 404 permit would be required from USACE. If no waters of the US resources are identified, then the scope would include just the survey and ecology memo for the project files. All waters of the US impacts will require mitigation if stream impacts exceed 100 linear feet or wetland impacts exceed 0.1 acre, per the USACE, Savannah District's 2018 Standard Operating Procedure for Compensatory Mitigation. This fee excludes the cost of mitigation. This fee assumes no agency site visit would be required. The fee assumes no state or local buffer variance would be needed. The Deliverables shall be an ARDR, Environmental Memo, and RP 34 application.

Task 3 – Traffic

SEI Traffic Engineers will provide a traffic engineering study for the intersection of Hickory Springs Industrial Drive/Hickory Springs Parkway at Hickory Road. The study will analyze build and design year operations to recommend the intersection lane configurations. This intersection will be analyzed with the assumption that the at-grade railroad crossing or a flyover bridge over the railroad is made to connect the future Hickory Springs Parkway to Holly Springs Parkway at the Mountain Brook Drive intersection in the north and Hickory Road at Hickory Springs Industrial Drive/Hickory Springs Parkway in the south. A traffic signal is recommended to be installed at the Hickory Road at Hickory Springs Industrial Drive/Hickory Springs Parkway intersection as recommended in the Approved GDOT Concept Report for P.I. No. 0015030. The build and design traffic volumes from the concept report will be used for the analysis, no additional traffic counts have been included in this task. The final deliverable will be an electronic copy of the Traffic Engineering Study Report.

SEI will complete a full signal design for the intersection of Hickory Road at Hickory Springs Industrial Drive/Hickory Springs Parkway. SEI will coordinate with Holly Springs to ensure the City's traffic signal design standards and preferences are included. Plans will meet current specifications, policies, and requirements for traffic signals. Signal plans will be developed using GDOT's Plan Presentation Guidelines (PPG). Traffic Signal plan sheets will be provided electronically in the project format, as well as any appropriate progress files in PDF for review.

Task 4 – Concept Development with At-Grade Railroad Crossing

SEI will modify the vertical profile as needed to tie into existing elevations at Hickory Springs Industrial Drive, Hickory Road, the northern most Holly Springs Town Center driveway and the existing railroad elevation. These four locations will be the fixed elevations that will need to be tied into vertically. The horizontal alignment will then be shifted as far to the east as feasible without creating longitudinal stream buffer encroachments. Horizontal and vertical alignments will be used along with the desirable typical section to develop conceptual layouts. These conceptual layouts will be provided to the City for review, comment, and approval prior to submitting to Patriot Rail and Ports. The conceptual plan and profile layouts will then be provided to Patriot Rail and Ports for consideration of the at-grade crossing. As part of the concept development an engineer's construction cost estimate will be developed.

Task 5 – Patriot Rail & Ports Coordination for Consideration of an At-Grade Railroad Crossing

SEI will submit the conceptual plan and profiles to Patriot Rail & Ports/Georgia Northeastern Railroad for consideration of a new at-grade rail crossing of Hickory Springs Parkway. GDOT will also be consulted for the recommended safety measures if an at-grade crossing is permitted. The Survey and Concept Development Tasks will need to be completed prior to coordination beginning. This task does not include a Quiet Zone Study. This task also does not include any fees required by Patriot Rail & Ports for submittal reviews or other related items. This task does not include any railroad signalization design if the at-grade crossing is approved. It is currently assumed that this task will be included in a later phase of design.

Task 6 – Additional Concept Development if an At-Grade Crossing Not Approved

If an at-grade crossing is not approved by Patriot Rail and Ports, the concept will need to be revised to a grade separated bridge, like the original approved concept by GDOT. The vertical profile will still tie to existing elevations at Hickory Springs Industrial Drive, Hickory Road and the northern most Holly Springs Town Center driveway. However, instead of the vertical profile decreasing in elevation leaving the northern most Holly Springs Town Center driveway, the vertical profile will increase in elevation to clear the required rail elevation. The horizontal alignment should be similar south of the northern most Holly Springs Town Center driveway but may have to shift southwest north of the Holly Springs Town Center driveway to avoid impacting the stream buffer. Horizontal and vertical alignments will be used along with the desirable typical section to develop the revised conceptual layouts. The revised conceptual layouts will be provided to the City for review, comment, and approval. This task does not include any bridge design or layouts but will consider the minimum bridge beam depth to clear the railroad. As part of the revised concept development an engineer's construction cost estimate will be developed. This task will be treated as an allowance since it will not be needed if an at-grade crossing is approved.

Task 7 – Preliminary Plans

SEI will develop Preliminary Plans based on GDOT's Plan Presentation Guidelines (PPG). The preliminary plans will be developed based on the approved concept that will include the following:

- 01-0001 – Cover Drawing
- 02-0001 – Index Drawing
- 04-0001 – General Notes
- 05-0001 – Typical Sections
- 06-0001 – Summary of Quantities
- 09-0001 – Detailed Estimate
- 13-0001 – Mainline Roadway, Crossroad, Side Street, Frontage Road and Ramp Plan Drawings
- 15-0001 – Mainline Roadway Profile Drawings
- 17-0001 – Driveway Profiles Drawings
- 21-0001 – Drainage Area Map
- 22-0001 – Drainage Profiles
- 23-0001 – Cross-Sections
- 24-0001 – Utility Plans
- 26-0001 – Signing and Marking Plans and Details
- 27-0001 – Signal Plans
- 31-0001 – Retaining Wall Envelopes
- 32-0001 – Retaining Wall Plans

- 50-0001 to 56-0001 – Erosion, Sedimentation and Pollution Control Plans

SEI has not included any structural design or geotechnical investigation as part of the plan development. Any retaining walls required will be standard GDOT Gravity of Parapet Walls. Lighting Plans, Landscaping Plans, Mitigation Plans and Noise Barrier Plans have not been included. Plans will be completed in a such a way to conduct a Preliminary Field Plan Review (PFPR) with the City of Holly Springs. All PFPR comments will be addressed, and plans updated prior to starting later tasks. As part of the preliminary plans phase, an engineer's construction cost estimate will be developed. SEI has included Utility Coordination in this task with a first utility submittal to get all existing utility locations identified. SEI has excluded post-construction stormwater and any requirements of the at-grade railroad crossing like signalization.

Task 8 – FEMA Flood Study / Letter of Map Revision

After all comments that affect the project footprint from the PFPR meeting have been addressed will start this task. SEI will utilize field-run survey information, LiDAR topography, and federal mapping data to produce a flood study for the new roadway construction. This flood study will determine water surface elevations during significant rain events and will demonstrate conditions post construction of the new roadway construction. In addition, SEI will apply to the US Army Corps of Engineers (USACoE) for a Conditional Letter of Map Revision (CLOMR). This CLOMR will allow for the construction of the new roadway based on our designs. After construction SEI will document the post construction conditions and apply for a final Letter of Map Revision. This task will be treated as an allowance since it will not be needed if a FEMA Flood Study/Letter of Map Revision is not required. This task can begin after the preliminary plans have been approved by the City.

Task 9 – Right of Way Plans

All PFPR comments that affect the project footprint will be addressed prior to SEI starting the right of way plans. There are approximately 4 parcels of required right of way currently. The right of way plans will be completed per GDOT guidelines and will be strictly adhered to the latest PPG requirements for right of way plans. The right of way plans will be submitted to the City for review and approval prior to staking the required right of way and easements. Once the right of way plans are approved, the centerline of the new roadway and all the required right of way and easements will be staked to assist with the required acquisition. Also included in the right of way plans tasks, SEI will address any required right of way revisions during acquisition. SEI has excluded the actual required acquisition and any potential cost-to-cure that also may be needed because of acquisition.

Task 10 – Final Plans

All PFPR comments and any plan changes because of right of way acquisition will be addressed prior to submitting to final plans to the City. All preliminary plans developed prior will be finalized. Plans will be completed in a such a way to conduct a Final Field Plan Review (FFPR) with the City of Holly Springs. As part of the final plans phase, an engineer's construction cost estimate will be developed. All FFPR comments will be addressed, and plans updated prior to submitting Final Construction Documents to the City for bidding. SEI has included Utility Coordination in this task with a second utility submittal to get all proposed utility relocations identified. SEI has not included any contract administration or contract document development assistance in this task. However, SEI will assist with any Requests for Information (RFI's) that come up during construction.

COMPENSATION

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Survey	\$25,000.00	Monthly, % Complete of Lump Sum	
Task 2 – Environmental (AECOM)	\$30,000.00	Monthly, % Complete of Lump Sum	
Task 3 – Traffic	\$15,000.00	Monthly, % Complete of Lump Sum	
Task 4 – Concept Development with At-Grade Railroad Crossing	\$30,000.00	Monthly, % Complete of Lump Sum	
Task 5 – Patriot Rail & Ports Coordination for At-Grade Railroad Crossing Consideration	\$25,000.00	Monthly, % Complete of Lump Sum	
Task 6 – Additional Concept Development if an At-Grade Crossing Not Approved	\$20,000.00	Monthly, % complete of Allowance	
Task 7 – Preliminary Plans	\$75,000.00	Monthly, % Complete of Lump Sum	
Task 8 – FEMA Flood Study / Letter of Map Revision	\$25,000.00	Monthly, % complete of Allowance	
Task 9 – Right of Way Plans	\$25,000.00	Monthly, % Complete of Lump Sum	
Task 10 – Final Plans	\$50,000.00	Monthly, % Complete of Lump Sum	
Total	\$320,000.00		

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are not included in the fees subtotaed in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing, and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☐ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☒ Graphic design
- ☐ Traffic engineering services
- ☐ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☐ Utility coordination
- ☐ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☐ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☐ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I:	\$85/hr.
Environmental Services Manager:	\$145/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$50/hr.
Land Planner:	\$95/hr.
Landscape Architect:	\$95/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$50/hr.
Designer I:	\$70/hr.
Designer II:	\$90/hr.
Designer III:	\$105/hr.
Engineer I:	\$85/hr.
Engineer II:	\$105/hr.
Engineer III:	\$135/hr.
Project Manager:	\$140/hr.
Principal:	\$250/hr.

Surveying Personnel:

Field Crew: (2 Man)	\$140/hr.
Field Crew: (2 Man OT)	\$210/hr.
Field Crew (3 man):	\$185/hr.
Field Crew: (3 Man OT)	\$277.50/hr.
GPS Field Crew:	\$175/hr.
Senior Land Surveyor:	\$195/hr.
Registered Land Surveyor:	\$135/hr.
Survey Project Manager:	\$115/hr.
Field Manager:	\$95/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$55/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00

minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE RESURFACING AND ROAD REPAIRS ON
EAST CHEROKEE DRIVE
AND FOR THE CITY OF HOLLY SPRINGS
TO PROVIDE RESURFACING AND ROAD REPAIRS ON
BRADSHAW LANE**

THIS AGREEMENT entered into between the City of Holly Springs, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the County plans to repair and resurface East Cherokee Drive under its 2021 Resurfacing Contract project and the City also desires to provide such repair and resurfacing work for East Cherokee Drive; and

WHEREAS, the City plans to repair and resurface Bradshaw Lane under its 2021 Resurfacing Contract project and the County also desires to provide such repair and resurfacing work for Bradshaw Lane; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

1.1 The County, through its 2021 Resurfacing Contract, shall provide resurfacing and road repair work along East Cherokee Drive, through the portion maintained by the City of Holly Springs, a distance of 0.30 miles (the “Work”).

1.2 The City, shall reimburse the County for the work completed on East Cherokee Drive, in accordance with the amount of work actually completed, per unit prices provided by County’s contractor, through its 2021 Roadway Resurfacing Contract. (The estimated cost of that work per the contract is \$71,466.55 – as depicted in Exhibit “A” attached).

1.3 The City shall, within forty-eight (48) hours of the County’s completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have no continuing obligation to the City whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, and the City shall assume all responsibility for maintenance and monitoring of the Work.

1.4 The City, through its 2021 Resurfacing Contract, shall provide resurfacing and road repair work along Bradshaw Lane, through the portion maintained by the Cherokee County, a distance of 0.30 miles (the “Work”).

1.5 The County shall reimburse the City for the work completed on Bradshaw Lane, in accordance with the amount of work actually completed, per unit prices

provided by City's contractor, through its 2021 Roadway Resurfacing Contract. (The estimated cost of that work per the contract is \$43,646.63 – as depicted in Exhibit "B" attached).

1.6 The County shall, within forty-eight (48) hours of the City's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the City in writing of any deficiencies in the Work revealed by such inspection.

The City shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the County. Thereafter, the City shall have no continuing obligation to the County whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, and the County shall assume all responsibility for maintenance and monitoring of the Work.

1.7 The City shall reimburse the County for the net amount of work actually completed in the amount not to exceed \$27,819.92 (\$71,466.55 - \$43,646.63; or the difference between the cost to resurface East Cherokee Drive and the cost to resurface Bradshaw Lane), to be paid to the County after September 30, 2021.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until December 31, 2022.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable

overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Holly Springs:

Attn: Mayor
City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142

Cherokee County:

Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Holly Springs, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Project; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2021.

City of Holly Springs

Cherokee County

By: Steven W. Miller, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
City Clerk (Seal)

Attest: _____
County Clerk (Seal)

Exhibit "A"

CITY OF HOLLY SPRINGS
East Cherokee Drive - City Maintained portion

0.30 miles

PAY ITEMS	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT AMOUNT
150-1010	TRAFFIC CONTROL	1	LS	\$ 3,750.00	\$ 3,750.00
210-0200	SHOULDER BUILDING	0.3	MI	\$ 10,000.00	\$ 3,000.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	102	TN	\$ 125.00	\$ 12,750.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	144	TN	\$ 100.00	\$ 14,400.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	366	TN	\$ 85.00	\$ 31,110.00
413-0750	TACK COAT	460	GAL	\$ 3.48	\$ 1,600.80
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3,168	LF	\$ 0.75	\$ 2,376.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	3,168	LF	\$ 0.75	\$ 2,376.00
654-1000	RAISED PVMT MARKERS TP 1/TP 3	20	EA	\$ 5.24	\$ 103.75

Total	\$ 71,466.55
-------	--------------

Exhibit "B"

Bid Schedule FY 2021 LMIG & Asphalt Resurfacing Project

CHEROKEE COUNTY PORTION OF BRADSHAW LANE

Line No.	Item Number	Description	Unit	Quantity	Unit Price	Amount
5	150-1000	TRAFFIC CONTROL -2018-01	LS	1	\$5,000.00	\$5,000.00
10	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H-LIME (440LB/SY)	TN	39	\$140.00	\$5,390.00
15	402-3102	RECYCLE ASPH CONC 9.5 MM SUPERPAVE, TP 2, BLEND 1, INCL BITUM MATL & H-LIME	TN	236	\$100.00	\$23,625.00
20	413-1000	BITUM TACK COAT	GL	175	\$5.00	\$875.00
25	432-5010	VARIABLE DEPTH MILLING	SY	267	\$5.00	\$1,333.33
30	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3200	\$1.15	\$3,680.00
35	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	3200	\$1.15	\$3,680.00
40	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	10	\$6.33	\$63.30
TOTAL					\$43,646.63	

**INTERGOVERNMENTAL AGREEMENT FOR
INFRASTRUCTURE IMPROVEMENT PROJECT**

Project Common Name: Carison Court Improvements

This INTERGOVERNMENTAL AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT PROJECT (hereinafter “Agreement”) is entered into 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 (hereinafter “County”), and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter “City”), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as “the Parties”).

WHEREAS, City and County desire to collaborate to complete an infrastructure improvement project that will benefit both the City and the County; and

WHEREAS, such infrastructure improvement project shall be commonly identified as “Carison Court Drainage Improvements Project” and is more specifically described and shown in the attached Exhibit “A”, which is hereby incorporated by reference (hereinafter “Project”); and

WHEREAS, City and County desire to enter into this Agreement to identify the specific parameters of the Project, as well as to identify the specific tasks and responsibilities each Party shall be responsible for during said Project; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other or with any public agency, public corporation, or public County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public County is authorized by law to undertake or provide; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Project Description and Scope. The Project shall be identified commonly as “Carison Court Drainage Improvements Project” and is more specifically described and shown in the attached Exhibit “A”, which is hereby incorporated by reference (hereinafter “Project”). The Carison Preserves subdivision was developed within the jurisdiction of the City during 2004 – 2005. The design of the subdivision did not account for runoff coming off of Toonigh Road, which is maintained by the County. Since the development of the homes in the Carison Preserves subdivision both the City and the County have received drainage related complaints from the residents living in the subdivision.
2. Responsibilities of the County. Unless otherwise specified or agreed upon, the County will perform the following: provide the topographic survey for the project area; provide the engineering design drawings for the project; fund and provide for the drainage easement acquisition services for the project; fund and provide all drainage easements and temporary construction easements necessary for the construction of the project; and provide any technical support to the City during construction of the project. All work performed by independent Contractors on behalf of the Parties subject to this Agreement shall be performed pursuant to County rules, regulations, directives, guidelines, specifications, and control. County agrees to require all Independent Contractors to indemnify and insure the County and City for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by any contractor’s negligent acts or omissions, or wilfull misconduct in the design, construction, or other services related to the Project. The County’s cost summary is approximately \$12,417.50 and is attached hereto as Exhibit “B”.
3. Responsibilities of the City. City hereby agrees to be responsible to provide the following: provide the materials, labor and construction required for the project. All

work performed by independent Contractors on behalf of the Parties subject to this Agreement shall be performed pursuant to City rules, regulations, directives, guidelines, specifications, and control. City agrees to require all Independent Contractors to indemnify and insure the County and City for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by any contractor's negligent acts or omissions, or wilfull misconduct in the design, construction, or other services related to the Project. The County has provided the City with an estimate of materials, equipment and labor costs to complete the Project with in-house County Public Works' forces. The City's cost summary is approximately \$20,670.75 and is attached hereto as Exhibit "C".

4. Payment. The City shall reimburse the County for the net amount of work actually completed in the amount of \$20,670.75, based on actual invoices, to be paid to the County after September 30, 2021.
5. Term and Termination. This Agreement shall have an effective date as of _____, ___, 20___ and shall continue in full force and effect for an initial term of two (2) years, or until the completion of all Project tasks and all Project responsibilities by the Parties hereto, whichever shall occur first. If a Project task or Project responsibility remains outstanding at the end of the initial two (2) year Term, this Agreement shall automatically be extended for an additional period of one (1) year in order to allow for the completion of such Project task or Project responsibility.
6. Indemnification. 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 in accordance with the terms of this Agreement.
7. 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.

8. Waiver. One Party's waiver of the other Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.
9. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and City and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and City affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.
10. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
11. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.

12. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
13. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:
- | | |
|--------------------------|--------------------------------|
| <u>For County:</u> | <u>For City:</u> |
| Cherokee County, Georgia | City of Holly Springs, Georgia |
| ATTN: County Manager | ATTN: City Manager |
| 1130 Bluffs Parkway | P.O. Box 990 |
| Canton, Georgia 30114 | Holly Springs, Georgia 30142 |
14. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City or County to exercise its governmental and legislative functions. Further, this Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
15. Execution Powers. 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 further 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.
16. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to

make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

17. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
18. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

[this portion intentionally left blank; signature page to follow]

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 _____, 20____.

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 _____, 20____.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
Steven W. Miller, Mayor Date _____

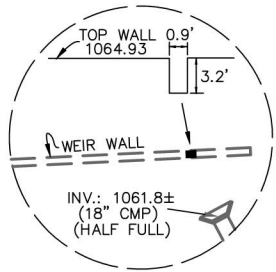
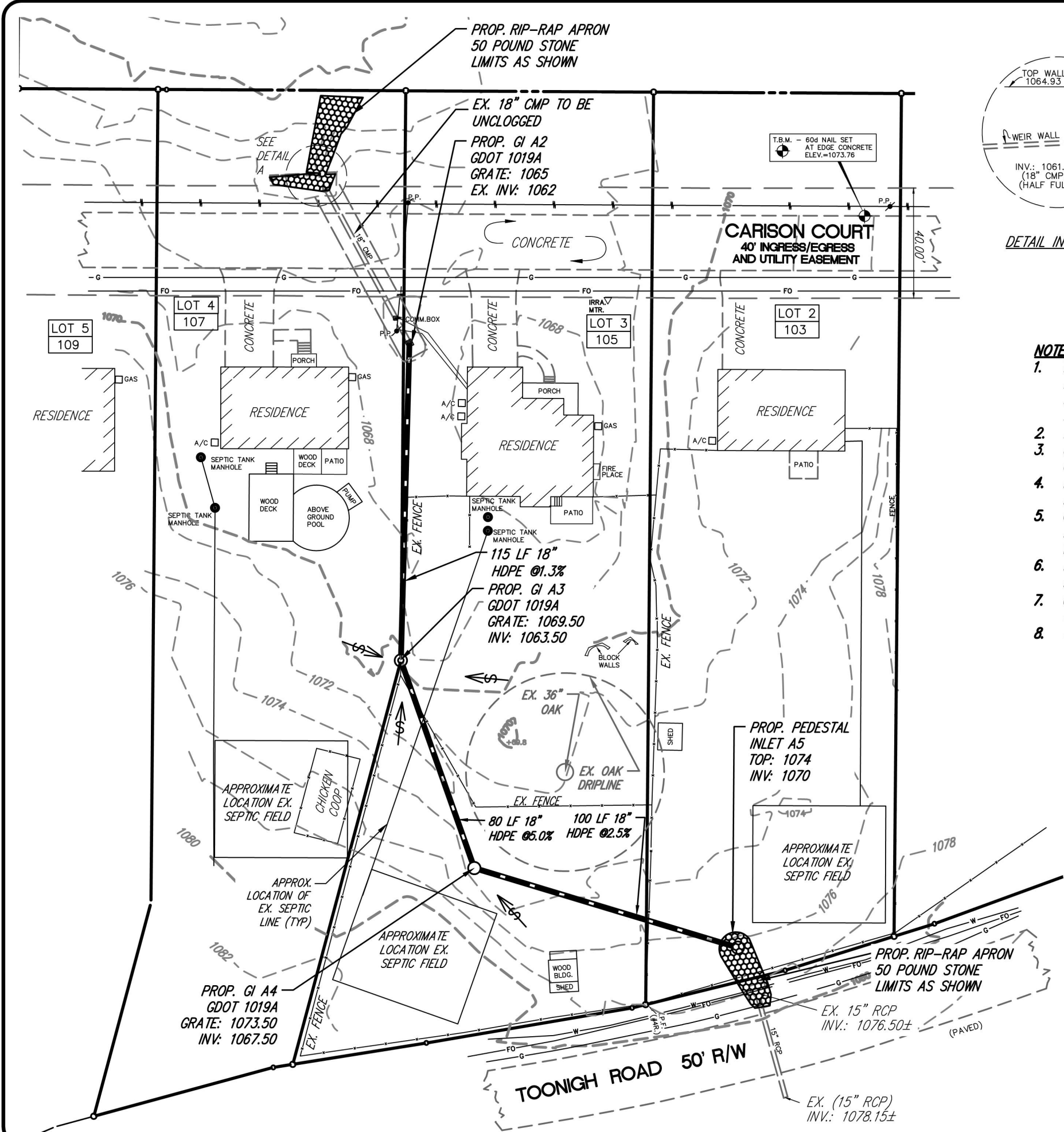
Attest: _____
Karen Norred, City Clerk Date _____

Carison Court Drainage Improvements

Summary of Costs

Cherokee County

Task	Vendor - Owner	Amount
Survey	Martin Surveying	\$ 3,412.50
Design	In-house Stormwater Engineer	\$ -
Right-of-way Service	Robert Graves & Assoc	\$ 3,000.00
Parcel 1 - Easement	103 Carison - Kevin Quiles	\$ 1,110.00
Parcel 2 - Easement	105 Carison - Chelsea Glass	\$ 3,720.00
Parcel 3 - Easement	107 Carison - Patricia Enriquez	\$ 1,175.00
		\$ 12,417.50



DETAIL INSET 'A'

REFERENCE
EXISTING INFORMATION TAKEN FROM SURVEY FOR CHEROKEE
COUNTY GOVERNMENT DEPARTMENT PREPARED BY MIKE
MARTIN, RLS DATED 11/13/20.

UTILITIES PROTECTION CENTER

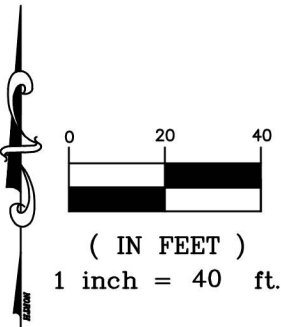
CALL FREE

811

THROUGHOUT GEORGIA

THREE WORKING DAYS BEFORE YOU DIG

- NOTES:
1. THE INTENT OF THIS PROJECT IS TO UPGRADE EXISTING STORMWATER INFRASTRUCTURE. THIS REQUIRES THE INSTALLATION OF ADDITIONAL STORMWATER STRUCTURES, PIPE, RIP-APRON, AND MINOR GRADING AS SHOWN.
 2. ALL DISTURBED AREA TO BE STABILIZED WITH SEED & STRAW
 3. UTILIZE EROSION CONTROL BLANKETS ON SLOPES STEEPER THAN 3:1 AND IN CONCENTRATED FLOW AREAS.
 4. PROPERTY OWNERS WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL EASEMENTS OUTSIDE THE COUNTY RIGHT OF WAY.
 5. CHEROKEE COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PIPES, DITCHES, OR OTHER STORMWATER INFRASTRUCTURE LOCATED WITHIN ANY DRAINAGE EASEMENT OUTSIDE THE COUNTY RIGHT OF WAY.
 6. LOCATIONS OF SEPTIC AREAS ARE BASED ON INFORMATION PROVIDED BY THE ENVIRONMENTAL HEALTH DEPARTMENT AND ARE APPROXIMATE.
 7. GEOMETRIC INSTALLATION OF PIPE/DITCHES MAY VARY BASED ON FIELD CONDITIONS.
 8. SEE SHEET 2 FOR EASEMENTS, SHEET 3 FOR PROFILE



Cherokee County

1831
GEORGIA

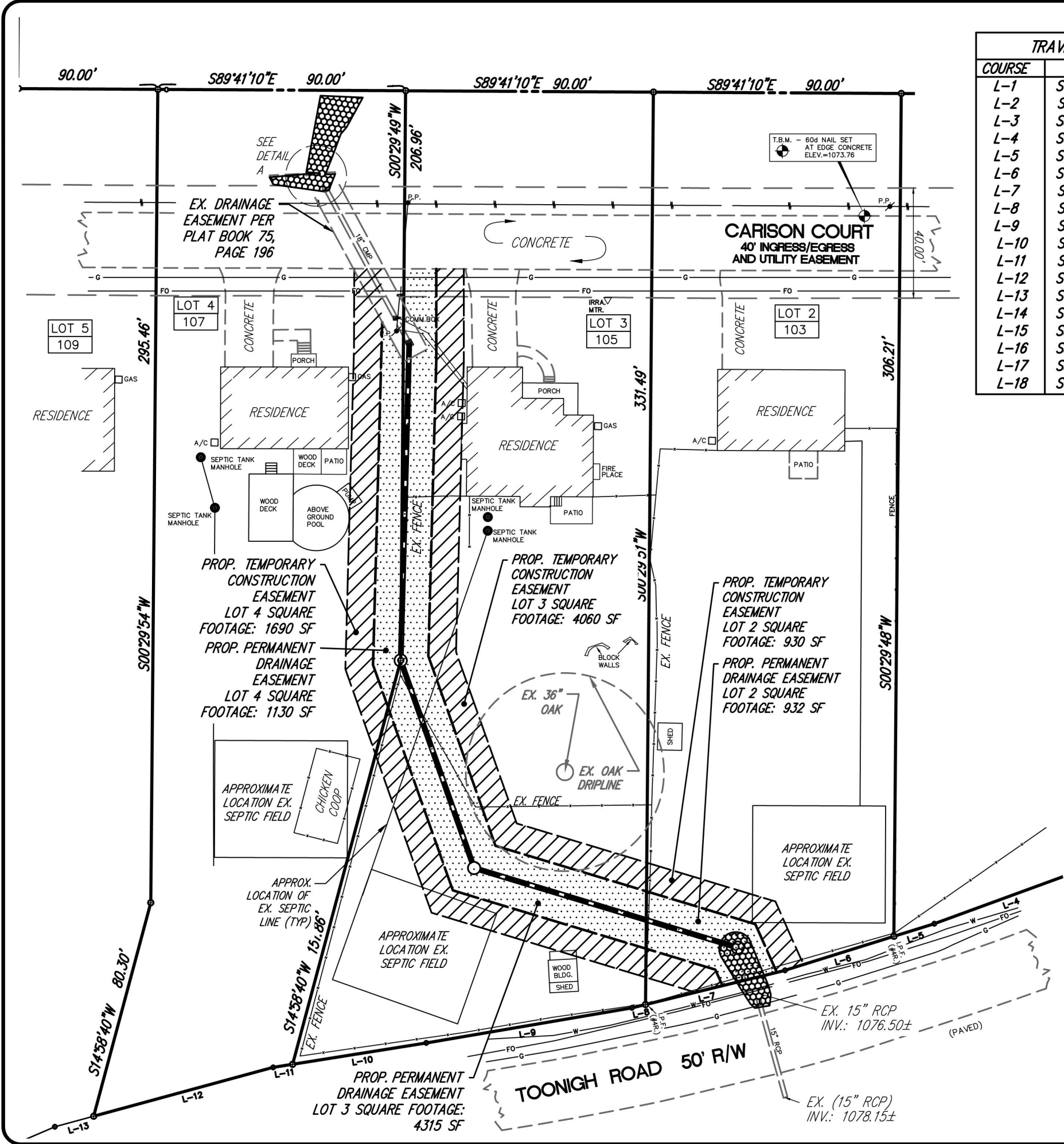
CHEROKEE COUNTY
ENGINEERING DEPARTMENT
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077
Fax 678-493-6088
www.cherokeega.com

CARISON COURT DRAINAGE IMPROVMENTS

DRAWN BY:	BLM
CHECKED BY:	GEM
DATE:	03/09/21
SCALE:	1"=40'
LAND LOTS:	482/483
DISTRICT:	15
SECTION:	2

REV#	DATE	DESCRIPTION
1	03/23/21	PER LOT 3 PROPERTY OWNER

SHEET NO.	OF
1	3



TRAVERSE TABLE		
COURSE	BEARING	DISTANCE
L-1	S02°56'30"W	29.65'
L-2	S16°22'05"W	16.61'
L-3	S39°39'30"W	31.05'
L-4	S69°55'20"W	60.69'
L-5	S72°39'20"W	15.35'
L-6	S72°39'20"W	41.47'
L-7	S76°12'50"W	52.14'
L-8	S76°12'50"W	5.09'
L-9	S80°19'30"W	75.78'
L-10	S80°56'15"W	49.13'
L-11	S80°56'15"W	7.18'
L-12	S74°46'30"W	67.56'
L-13	S74°46'30"W	14.59'
L-14	S66°39'35"W	42.87'
L-15	S58°36'55"W	19.63'
L-16	S58°36'55"W	28.91'
L-17	S50°32'00"W	60.97'
L-18	S45°48'45"W	26.32'

LOT 1 CARISON PRESERVES
N./F. REBECCA HEISTEN
(DEED BOOK 14256, PAGE 2739)
(PLAT BOOK 75, PAGE 196)

LOT 2 CARISON PRESERVES
N./F. KEVIN QUILES & KRISTIN E. QUILES
(DEED BOOK 7125, PAGE 337)
(PLAT BOOK 75, PAGE 196)

LOT 3 CARISON PRESERVES
N./F. JEREMY WOESSNER & KATIE WOESSNER
(DEED BOOK 12973, PAGE 162)
(PLAT BOOK 75, PAGE 196)

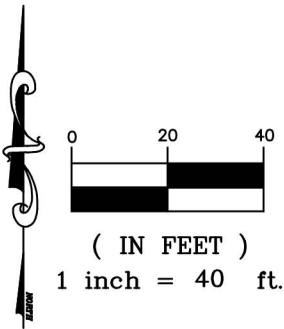
LOT 4 CARISON PRESERVES
N./F. MOSES LEE WRIGHT & NICHOLE L. WRIGHT
(DEED BOOK 13519, PAGE 500)
(PLAT BOOK 75, PAGE 196)

LOT 5 CARISON PRESERVES
N./F. DAVID E. DRUCKENMILLER & JENNIFER R. DRUCKENMILLER
(DEED BOOK 11976, PAGE 174)
(PLAT BOOK 75, PAGE 196)

LOT 6 CARISON PRESERVES
N./F. 2018-1 IH BORROWER LP
(DEED BOOK 14246, PAGE 2610)
(PLAT BOOK 75, PAGE 196)

- NOTES:**
- THE INTENT OF THIS PROJECT AND EASEMENT NEEDS IS TO UPGRADE EXISTING STORMWATER INFRASTRUCTURE. THIS REQUIRES THE INSTALLATION OF ADDITIONAL STORMWATER STRUCTURES, PIPE, RIP-APRON, AND MINOR GRADING AS SHOWN.
 - ALL DISTURBED AREA TO BE STABILIZED WITH SEED & STRAW
 - UTILIZE EROSION CONTROL BLANKETS ON SLOPES STEEPER THAN 3:1 AND IN CONCENTRATED FLOW AREAS.
 - PROPERTY OWNERS WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL EASEMENTS OUTSIDE THE COUNTY RIGHT OF WAY.
 - CHEROKEE COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PIPES, DITCHES, OR OTHER STORMWATER INFRASTRUCTURE LOCATED WITHIN ANY DRAINAGE EASEMENT OUTSIDE THE COUNTY RIGHT OF WAY.
 - LOCATIONS OF SEPTIC AREAS ARE BASED ON INFORMATION PROVIDED BY THE ENVIRONMENTAL HEALTH DEPARTMENT AND ARE APPROXIMATE.
 - GEOMETRIC INSTALLATION OF PIPE/DITCHES MAY VARY BASED ON FIELD CONDITIONS.
 - SEE SHEET 2 FOR EASEMENTS, SHEET 3 FOR PROFILE
 - ALL PROPOSED PERMANENT DRAINAGE EASEMENTS ARE 20 FEET WIDE.
 - ALL PROPOSED TEMPORARY CONSTRUCTION EASEMENTS ARE 40 FEET WIDE.

REFERENCE
EXISTING INFORMATION TAKEN FROM SURVEY FOR CHEROKEE COUNTY GOVERNMENT DEPARTMENT PREPARED BY MIKE MARTIN, RLS DATED 11/13/20.



CHEROKEE COUNTY
ENGINEERING DEPARTMENT
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077
Fax 678-493-6088
www.cherokeega.com

**CARISON COURT
DRAINAGE
IMPROVMENTS**

DRAWN BY:	BLM
CHECKED BY:	GEM
DATE:	03/09/21
SCALE:	1"=40'
LAND LOTS:	482/483
DISTRICT:	15
SECTION:	2

REV#	DATE	DESCRIPTION
1	03/23/21	PER LOT 3 PROPERTY OWNER

SHEET NO.	OF
2	3



UTILITIES PROTECTION CENTER

CALL FREE

811

THROUGHOUT GEORGIA

THREE WORKING DAYS BEFORE YOU DIG

PIPE LENGTHS SHOWN ARE FOR ESTIMATING PURPOSES ONLY AND SHOULD BE ORDERED FROM FIELD STAKED QUANTITIES. PLAN PIPES LENGTHS ARE TO THE CENTER OF STRUCTURE.



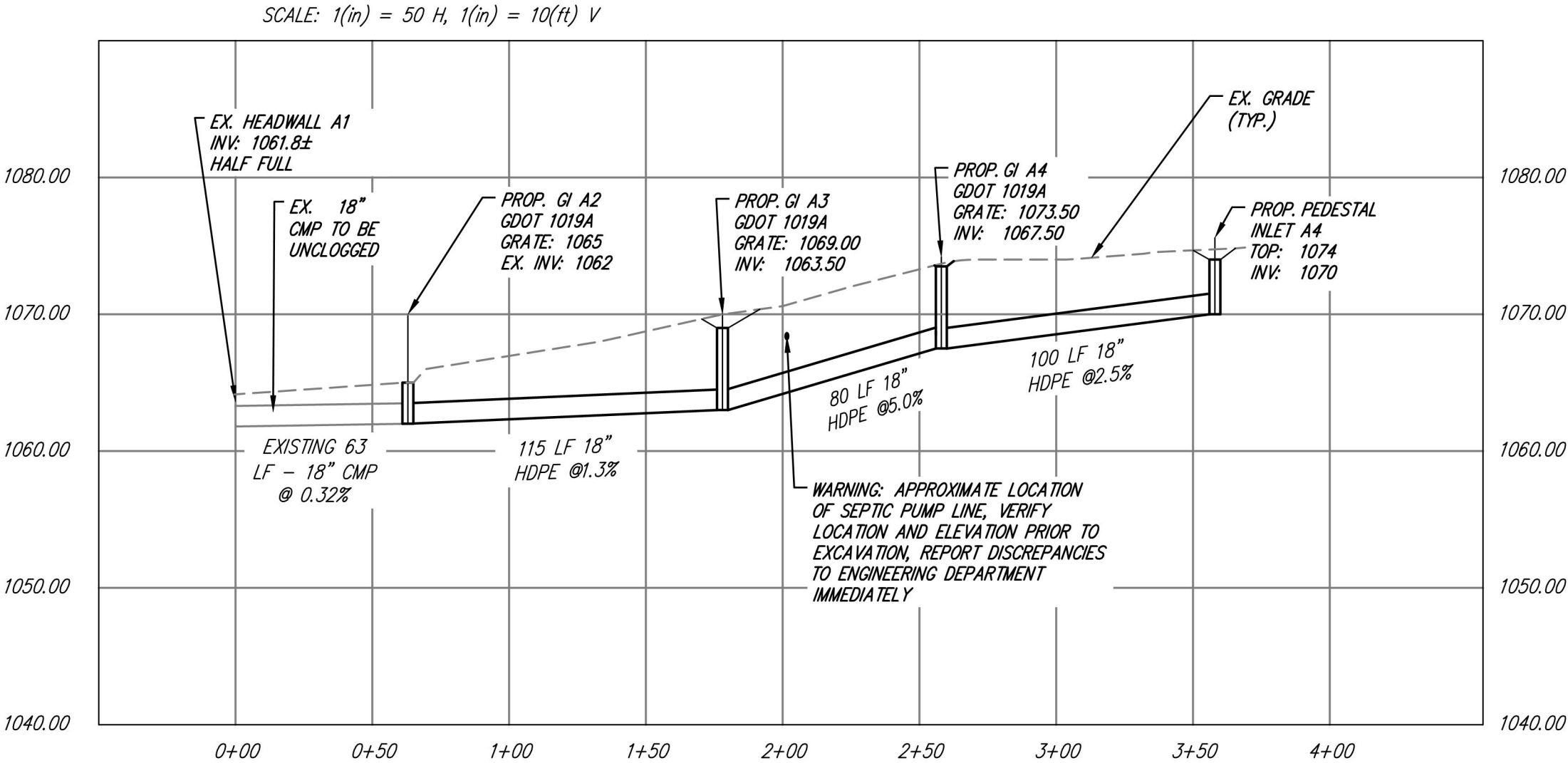
CHEROKEE COUNTY
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1130 Bluffs Parkway
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CARISON COURT
DRAINAGE
IMPROVMENTS

DRAWN BY:	BLM
CHECKED BY:	GEM
DATE:	03/09/21
SCALE:	AS NOTED
LAND LOTS:	482/483
DISTRICT:	15
SECTION:	2

REV#	DATE	DESCRIPTION
1	03/23/21	PER LOT 3 PROPERTY OWNER

SHEET NO.	OF
3	3



**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:

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

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:

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

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

- (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.

[this portion intentionally left blank; signature page to follow]

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	0
AB	0	0	0
AF	0	0	0
AI	0	0	0
AZ	0	0	0

BROWNFIELD PROPERTY			
Code	Count	Acres	40% Value
B1	0	0	0
B3	0	0	0
B4	0	0	0
B5	0	0	0
B6	0	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	0
CB	0	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	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	0
IB	0	0	0
IF	4		1,211,180
II	3		13,630
IP	4		1,073,655
IZ	0	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	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	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
SI	0	0	0
SP	87	102,213	
SN	0	0	0
ST	0	0	0
SV	8	979,575	
SW	0	0	0
SX	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	0	0	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	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	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	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	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	40% Value
E0	0	0
E1	23	3,076,828
E2	3	956,377
E3	0	0
E4	0	0
E5	0	0
E6	1	872,088
E7	0	0
E8	0	0
E9	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	0
R7	0	0	0
R9	0	0	0
RA	0	0	0
RB	0	0	0
RF	0	0	0
RI	0	0	0
RZ	0	0	0

RESIDENTIAL TRANSITIONAL

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

UTILITY

Code	Count	Acres	40% Value
U1	0	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	0
UB	0	0	0
UF	0	0	0
UZ	0	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
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Section 8c	<u>\$15,000</u>
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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				2005 Fair Market Value	2005 Assessed Value	Exempt
Parcel	Name	Address	Acreage			
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	Beaulah & 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 Georgie	2945 Holly Springs Pkwy	0.14	45,000.00	18,000.00	
93N00 46	Eddie Hefner	2841 Holly Springs Pkwy	0.65	125,900.00	50,360.00	
93N00 47	Eddie Hefner	2883 Holly Springs Pkwy	3.19	168,900.00	67,560.00	
93N00 47A	Eddie Hefner	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 Blankinship 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	

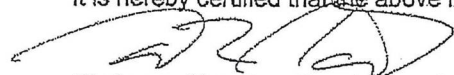
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93N00 56	S & D Industrial Inc.	2766 Holly Springs Pkwy	0.25	137,800.00	55,120.00	
93N00 57	Wayne & Laurel Lester	3569 Holly Springs Pkwy	0.22	130,500.00	52,200.00	
93N00 58	James Collins	Old Hwy 5	0.19	135,900.00	54,360.00	
93N00 59A	Evertt/Shirley/Poor 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	Evertt & 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	Elelyn 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	Westles 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 Lachish 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	Blacksand 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	

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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.



Chairman Cherokee County Board of Tax Assessors

Date: 01/09/2005

6

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

May 3, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
5.			
6.			
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10.			
11.			
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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.

