



City of Holly Springs

Date: Monday, April 12, 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

- Amber Reits – Installation of a Little Free Library at Taylor’s Farm playground

V. NEW BUSINESS

- A. Discuss a lake audit proposal from Aquatic Environmental Services, Inc.
Presented By: Mayor Steven W. Miller

- B. Discuss a job description for Evidence and Property Custodian
Presented By: Karen Norred, City Clerk/Human Resources Director

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

- D. Discuss a Fire Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

- E. Discuss a proposal from Foresite Group, Inc. for Structural Wall Design & Town Center Hardscape/Landscape Revisions
Presented By: Robert H. Logan, City Manager
- F. Discuss the Professional Services Agreement Addendum No. 15 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- G. Discuss the reinstatement of a Service Agreement between Clementine Creative and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- H. Discuss 2021 Local Maintenance & Improvement Grant (LMIG) Asphalt Resurfacing Project (RFB #2021-01) bids
Presented By: Robert H. Logan, City Manager
- I. Discuss a resolution declaring certain property as surplus and authorizing its sale or disposal
Presented By: Robert H. Logan, City Manager
- J. Discuss the donation of a 2014 Dodge Charger (VIN 2C3CDXAT9EH205990) to the Muscogee County School District
Presented By: Robert H. Logan, City Manager
- K. Discuss an estimate from Commercial Buildings & Doors, Inc.
Presented By: Robert H. Logan, City Manager
- L. Discuss a proposal from Subsurface Utility Investigations, LLC
Presented By: Robert H. Logan, City Manager
- M. Discuss an intergovernmental agreement for resurfacing and road repairs to East Cherokee Drive between Cherokee County, Georgia, and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- N. Discuss estimates from Halo Restorations & Construction, LLC
Presented By: Robert H. Logan, City Manager
- O. Discuss a quote from Playworld Preferred
Presented By: Robert H. Logan, City Manager
- P. Discuss a resolution appointing a member to the Tree Commission
Presented By: Robert H. Logan, City Manager
- Q. Discuss ORD-02-2021, an ordinance to adopt the Official Zoning Map of the City of Holly Springs, Georgia

Presented By: Nancy Moon, Community Development Director

- R. Discuss DW-01-2021, a design waiver from the requirements of Article 19: Design Guidelines for Model Zoning Districts for property located at South Village Square, Holly Springs, GA, tax parcel 001 of tax plat 15N20G

Presented By: Nancy Moon, Community Development Director

- S. Discuss MA-01-2021, rezoning of 5.926 +/- acres located off of Univeter Road, Holly Springs, GA, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential, and R-40, Single Family Residential Estate, to R-40, Single Family Residential Estate

Presented By: Nancy Moon, Community Development Director

- T. Discuss CUP-02-2021, a conditional use permit for a Massage Therapy Establishment for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14

Presented By: Nancy Moon, Community Development Director

VI. REPORTS

IV. ADJOURNMENT

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

I. CALL TO ORDER

II. NEW BUSINESS

1. Approve/deny the Evidence and Property Custodian Job Description
2. Approve/deny a proposal from Foresite Group, Inc. for Structural Wall Design & Town Center Hardscape/Landscape Revisions in an amount not to exceed \$13,500 and authorize the Mayor to execute the document

III. ADJOURNMENT

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS PERMITTING THE INSTALLATION OF A “LITTLE FREE LIBRARY” ON PUBLIC PROPERTY

WHEREAS, the Council believes in improving the literacy of the residents of Holly Springs; and

WHEREAS, the Council understands that the addition of a “Little Free Library” will not hinder the current use of the public facilities as show on “Exhibit A”; and

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

1. The Little Free Library shall not be placed within the public right-of-way
2. At the direction of the City Manager, the City of Holly Springs may remove or move the Little Free Library or any materials used to provide support
3. The City of Holly Springs bears no responsibility for the maintenance or upkeep of the Little Free Library with such responsibility resting on ***
4. The City of Holly Springs’ officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 19th day of April 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

4/5/2021

**City of Holly Springs
C/O Steve Miller
Stringer Road
Canton, GA 30115
404-357-6239
smiller@hollyspringsga.us**

Lake Audit Proposal

Since 1993, Aquatic Environmental Services, Inc. (AES) has been providing superior lake management services. AES works on all bodies of water ranging from ¼ acre retention ponds to 4,000-acre water-supply reservoirs. With over 50 years of combined experience, AES has the experience and educational background necessary to provide unsurpassed fishery services. Since the year 2000, we have performed lake audit services on over 3,500 bodies of water throughout the Eastern U.S.

A lake audit (i.e. electrofishing survey) is a total inventory of the lake. Electrofishing is the most scientifically advanced method of analyzing fish populations in freshwater lakes and ponds. Electrofishing provides a fisheries biologist with a representative sample of the fishery. Our state-of-the-art electrofishing boats safely produce an electrical field at front of the boat to a depth of approximately eight feet. This allows us to sample all habitat types found within the lake. Fish within this electrical field are stunned and float to the surface. The fish are collected and placed in a holding tank for data collection. After data collection, fish are released unharmed back into the lake.

We have broken out our lake audits into packages, as follows, to best meet the management needs of your lake. We highly recommend the Gold Package to all our clients.

Gold Package:

- Lake and watershed size are measured using satellite imagery.
- All collected fish are weighed and measured.
- Determination of predator to prey balance
- Determination of the overall health of the fishery and total species abundance.
- Visually inspect all fish for signs of external parasites and/or infections.
- Perform necropsy on any severely unhealthy fish if deemed necessary. AES will examine the internal organs of sacrificed fish for the presence or absence of internal parasites such as intestinal worms, flukes, etc.
- Identification and/or removal of any undesirable or overabundant species.
- Calculation of Catch Per Unit Effort (CPUE) and largemouth bass Relative Weight (Wr) analysis. Collected largemouth bass will be weighed and measured to calculate the relative weight (Wr) index to determine "plumpness".
- Water quality analysis: alkalinity, visibility, temperature, pH, conductivity, and dissolved oxygen profile.
- Nutrient testing (total nitrogen and total phosphorus) to determine best formulation of fertilizer for improving lake fertility. Nutrient testing data is also necessary to develop a plan for treating species of noxious algae (cyanobacteria).
- Identification of all aquatic vegetation species.
- Algae/plankton identification.
- Dam and Outlet system inspection.
- Creation of topographic map showcasing water depths throughout the lake. The maps are valuable tools for: determining areas for fish habitat improvements, monitoring rates of sedimentation, vegetation management, calculating chemical treatment rates, and necessary for aeration system designs.

- Age/Growth Study: If deemed necessary during the survey, the otoliths (ear-bones) will be removed from an adequate sample size of largemouth bass to determine the age and growth rates. The results provide valuable insight into their growth rates and growth potential.
- Final report includes collected data along with a pond management guide for improving the fishery. Report includes recommendations to reach desired goals of the fishery such as: supplemental stocking rates, harvesting rates, fish habitat improvements, aquatic vegetation control measures, supplemental feeding recommendations, and water quality improvements.

Platinum Package:

- All services included in the Gold Package plus...
- Largemouth bass DNA testing. Non-lethal samples are taken to determine percentage of Northern or Florida genetics. This data provides valuable information for manipulating the genetics of bass population to reach the desired goals of the fishery.
- AES tags all healthy released largemouth bass. All data (tag number, weight, and length) will be submitted in the report to monitor their growth.
- Advanced algae/plankton study (identification and enumeration).

Please Check One:

Gold Package Cost: \$900.00 ☐

Platinum Package Cost: \$1,600.00 ☐

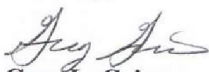
It is the owner's responsibility to ensure we can back a boat into the lake. If boat access is not afforded then AES will discuss the fishery with the lake owner, evaluate habitat and dam integrity, and measure the water quality for a \$250 fee plus travel charges. This ensures there is some value given for our time for this project.

Payment due upon completion of survey. For payment by credit card, there is a 4% convenience fee.

Report will be submitted within two weeks after survey is completed.

TERMS AND CONDITIONS: 1. Standards of Performance and Warranties: Company shall deliver via commercial transportation products ordered. Company will deliver via company truck products ordered for assembly and installation. When products are assembled and/or installed at Customer's premises, Company will perform such Services during normal business hours as jointly agreed to by both parties. Customer understands that Company is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not the Company or its Affiliates. If Company is involved, we will pass along a fee to customer for site visits, troubleshooting, shipping related expenses, or time spent in resolving warranty issue. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs, or other illustrations representing the Products that may be provided by Company or its Affiliates. 2. Contractor's Insurance: Company shall maintain insurance set forth below to protect it from claims which may arise out of or result from its operations under this Contract, specifically: (a) Workers' compensation insurance in amounts as required by law; and (b) Comprehensive General Liability Insurance: Bodily Injury and Property Damage Liability - \$1,000,000. Copy of certificates of insurance shall be furnished upon request. 3. Independent Contractor: All services performed by Company, or any agents, employees, or subcontractors of Company, shall be performed as an independent contractor. In no way shall Company, or any agents, employees, or subcontractors of Company, be considered an employee of Owner. Company will have control or charge of and will be responsible for construction means, methods, techniques, sequences, or procedures, and for safety precautions in connection with the services. 4. Compliance with Local Law: Company shall secure and pay for any permits and government fees, licenses, and inspections necessary for the proper performance of the Services contemplated herein. Company also shall give all notices and comply with all public laws, ordinances, codes, and regulations bearing on the Services being provided. 5. Payment: Orders for products are not binding upon Company until payment of 50% of purchase price is accepted by Company. Customer agrees to pay the total purchase price for the Products plus shipping, taxes, delivery fees and assembly/installation charges if applicable. Balance is due upon delivery or installation of product. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. Company may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. If legal action is brought to enforce the terms of this Contract, then the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, collection fees, and interest on any sums due (at the rate of 15% per month on any unpaid balances or sums), in addition to any amounts which may be due under the Contract. 6. General Provisions: This Contract represents the entire and integrated Contract among the parties and supersedes all prior negotiations, representations, or Contracts, either written or oral. This Contract may only be amended or supplemented by written Contract signed by both parties. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for whom it was intended or delivered at or sent by registered or certified mail to the last business address known to the entity who gives the notice. This Contract is binding on each party and its successors and assigns, but neither party hereto shall assign this Contract without the written consent of the other party. No action or failure to act by any party shall constitute a waiver of any right or duty afforded any of them hereunder, nor shall it constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. Time is of the essence in this Contract. This Contract shall be governed in accordance with the laws of the State of Georgia.

Sincerely,



Greg L. Grimes,

President

Aquatic Environmental Services, Inc.

ACCEPTED ON BEHALF OF:

City of Holly Springs

Individual, Property, or Organization Name

Signature

Steven W. Miller, Mayor

Title

April 19, 2021

Date

smiller@hollyspringsga.us

Email Address

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

1. Job Title: Evidence and Property Custodian

2. Department: Police

Division: Administration

3. FLSA Classification: Non-Exempt

Pay Grade: 11

B. INTRODUCTORY STATEMENT

This position is responsible for managing the property and evidence stored in the property/evidence repository of the police department.

C. ESSENTIAL JOB FUNCTIONS

1. Receives, processes, evaluates, documents, and safely and securely stores evidence and property.
2. Maintains all records pertaining to the receipt, storage and disposition of all property and evidence.
3. Maintains accurate records and inventory of all property and evidence.
4. Disposes of all property and evidence in accordance with state laws and agency policy and procedures. Prepares asset forfeiture documents for civil action filings. Coordinates the sale of property at auction. Releases property to owners as appropriate.
5. Testifies in court as required.
6. Processes items through GCIC database.
7. Coordinates the process of transporting evidence to the crime lab.
8. Enforces agency policy and procedures for evidence and property storage.
9. Handles items of evidence and property to show the continuity of the chain-of-custody and security.
10. Performs routine clerical work. These duties may include logging materials and documents; entering data and information into computerized files; filing and retrieving materials from manual or computerized filing system; typing correspondence, memos and other documents.

11. Maintains accurate records through the agency's reporting management system. This also requires knowledge and skill in the use of a personal computer.
12. Adheres to all requirements set forth by Georgia State Certification, which may include training, inspections, and inventory audits.
13. Must be able to explain routine procedures and policies to the general public and coworkers. This also includes the ability to resolve issues with the general public.
14. Audits and inspects items in storage.
15. Performs other related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of modern office practices and procedures.
2. Knowledge of city and departmental policies and procedures.
3. Knowledge of computers and job-related software programs.
4. Knowledge of chain-of-custody laws.
5. Knowledge of evidence storage and security principles and procedures.
6. Knowledge GCIC/NCIC rules and regulations.
7. Knowledge of the preservation and documentation of physical evidence.
8. Skill in excellent organization and record-keeping and keen attention to detail.
9. Skill in prioritizing and organizing work.
10. Skill in the provision of customer services.
11. Skill in the maintenance of files and records.
12. Skill in the use of such office equipment as a computer, scanner, fax machine, and copier.
13. Skill in oral and written communication.

2. Responsibility

- a. This position has no supervision over any other employees.

3. Personal Work Relationships

- a. Contacts are typically with co-workers, other city employees, attorneys, representatives of other governmental offices, and the general public.
- b. Contacts are typically to return property to owners, give or exchange information, resolve problems, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed while sitting at a desk or table or while intermittently sitting, standing or stooping, bending, or crouching. The employee frequently lifts and moves light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- b. The work is typically performed in an office, stockroom, or warehouse. The employee may be exposed to contagious or infectious diseases or irritating chemicals. Work requires the use of protective devices such as masks, goggles, gloves, etc.

5. Guidelines

- a. Guidelines include city and department policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related duties in the maintenance of evidence and property. Strict regulations contribute to the complexity of the position.
- b. The purpose of this position is to process and store evidence and property. Successful performance contributes to the efficient and effective evaluation of criminal evidence.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- b. Sufficient experience to understand the basic principles relevant to the major

duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years. Attend training relevant to managing the evidence and property room

- c. Possession of a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- d. Possession of or ability to readily obtain GCIC/NCIC certification.

8. Supervisory Controls

- a. The Lieutenant assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Evidence and Property Custodian with the City of Holly Springs.

Employee (print)

Employee (signature) Date

Department Head (print)

Department Head (signature) Date

City Manager (print)

City Manager (signature) Date

INTERGOVERNMENTAL AGREEMENT FOR IMPLEMENTATION OF SERVICE DELIVERY STRATEGY

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

- Insurance Premium Taxes;
- Alcohol Licenses Fees;
- Refuse Collection Charges;
- Building Permit & Inspection Fees;
- Planning and Development Fees;
- Cable Franchise Fees;
- Alcohol Excise Tax - Beer/Wine;
- Business and Occupation Tax;
- Certificate of Occupancy Fee;
- Forest Land Protection Grant;
- New Alcohol Beverage License Fees;

- Newly Issued Business License;
- NPDES Fees;
- Soil Erosion Plan Review Fees;
- Railroad Equipment Tax;
- Magistrate Court Fines & Fees; and
- Any and all taxes, fees, or assessments that the County may assess in the future when such taxes, fees, or assessments are collected by the County exclusively within the unincorporated area of the County or collected exclusively from unincorporated area taxpayers or residents.

3. County-Wide Services and Revenues. The Parties agree that the list of services and expenses provided in Section 1 of this Agreement constitute the complete and exhaustive list of local government services and expenses that are either provided by the County primarily for the benefit of the unincorporated area and/or jointly-funded services within the meaning of O.C.G.A. § 36-70-24 (3)(A). The Parties agree that all other services currently provided and/or funded by the County, including, but not limited to, road construction and maintenance, parks and recreation, etc., are provided by the County for the benefit of all County residents and property owners (“County-Wide Services”). Furthermore, with the exception of those services identified in Section 1 of this Agreement, the Parties agree that all other services that the County may provide or fund in the future shall be deemed “County-Wide Services” when such services are available to all residents and property owners in the County without regard for whether the service recipients reside in the unincorporated or municipal area of the County. The Parties agree further that the Service Delivery Act does not regulate or restrict the funding mechanisms available to the County for the provision of County-Wide Services and, therefore, that the County shall not be restricted in its funding of County-Wide Services.

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

5. Service Delivery Financial Reporting. The County shall subdivide its General Fund into separate County-Wide and Unincorporated Area sub-funds to verifiably separate Revenues and Expenses as identified in this agreement. At least annually, the County shall provide Service Delivery Strategy financial reports (“SDS Reports”) to the Cities in substantially the same format as the SDS Report attached hereto as Exhibit “A”. At a minimum, the SDS Reports shall identify the budgeted and actual cost of Unincorporated Services and the budgeted and actual total amount of Unincorporated Revenues collected in each fiscal year, beginning with fiscal year 2021. The SDS Reports shall be delivered either electronically or by mail to the City Manager for each of the Cities. Upon request, the County shall make its Chief Financial Officer available to meet with City officials or representatives to address the SDS Reports and to answer questions from the Cities concerning the SDS Reports.

6. Millage Rate Setting. Upon reasonable notice provided by the Cities, the County agrees to meet with the Cities at their request prior to the setting of the County's annual millage rates to address any concerns or questions that may arise. The County agrees further to make its best efforts, to the extent allowed by law, to pursue a single County M&O millage rate for both unincorporated and municipal residents.

7. Litigation Expenses. Beginning on the Effective Date of this Agreement, if the County initiates any new lawsuit against one or more of the Cities, the County shall fund its own litigation expenses exclusively from the Unincorporated Area Revenues as defined in Section 2 of this Agreement.

8. Old Highway 5 Study. The County shall fund a transportation study of the Old Highway 5 corridor, including a traffic signal timing study, widening plan and pedestrian trail system parallel to the roadway for an amount not to exceed \$150,000.00. The County does not commit to paying any share of the actual engineering, right-of-way, or construction costs for projects identified in the study. In addition, the County does not agree to assume pavement maintenance responsibilities associated with Old Hwy 5.

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

10. Term. The term of this Agreement shall be for the lesser of ten (10) years beginning on the Effective Date provided above or until it becomes necessary to revise the Cherokee County Service Delivery Strategy.

11. Survival. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

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

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

14. Non-Assignment. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.

15. No Admission. This Agreement represents the compromise of a Service Delivery Strategy dispute among the Parties concerning which services are provided by the County primarily for the benefit of the unincorporated area, what the costs of such services are, and what

revenues may be used to fund such services within the meaning of O.C.G.A. § 36-70-24 (3), and it is not an admission with respect to such matters on behalf of any Party. Neither the existence of this Agreement, nor the terms thereof shall be cited, used, construed, or interpreted as an admission with respect to such matters by any Party.

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

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

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

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

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

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

[Signature pages to follow]

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

CHEROKEE COUNTY, GEORGIA

Harry Johnston, Chairman

ATTEST:

Christy Black, County Clerk

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

CITY OF BALL GROUND, GEORGIA

Rick Roberts, Mayor

ATTEST:

Karen Jordan, City Clerk

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

CITY OF CANTON, GEORGIA

Bill Grant, Mayor

ATTEST:

Annie Fortner, City Clerk

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

CITY OF HOLLY SPRINGS, GEORGIA

Steven Miller, Mayor

ATTEST:

Karen Norred, City Clerk

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

CITY OF MOUNTAIN PARK, GEORGIA

Jim Still, Jr., Mayor

ATTEST:

Karen Segars, City Clerk

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

CITY OF NELSON, GEORGIA

Sylvia Green, Mayor

ATTEST:

Kelsey Riehl, City Clerk

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

CITY OF WALESKA, GEORGIA

Mary Helen Lamb, Mayor

ATTEST:

Robyn Smith, City Clerk

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

CITY OF WOODSTOCK, GEORGIA

Donald P. Henriques, Mayor

ATTEST:

Rhonda L. Pezzello, City Clerk

FIRE AGREEMENT
Between CHEROKEE COUNTY AND CITY OF HOLLY SPRINGS

This Agreement is made and entered into this ____ day of _____, 2021, by and between CHEROKEE COUNTY, 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, a political subdivision of the State of Georgia, acting by and through its governing authority, the City Council for the City of Holly Springs, (the "City"), collectively referred to as the Parties.

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

WHEREAS, the City is desirous of contracting for fire protection 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 protection 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 ten (10) years^[KN1], commencing on _____ and ending on _____, and shall automatically renew for an additional _____, 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 as outlined in Article 13.

2. SERVICE AREA:

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

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

a. Annually pay to the County compensation in the amount of the City's Net Fire District Digest for the year in question multiplied by the Unincorporated Area Fire

Millage Rate for the year in question, less the credit allowed for in Section (8)(c) of the Agreement, which shall be computed as follows:

i. The City's "Net Fire District Digest" shall be the sum of the City's Gross Digest minus the City's State Homestead and Property M&O Exemptions for the year in question and the City's TAD Gross Digest minus the City's TAD State Homestead and Property M&O Exemptions for the year in question.

ii. The "Unincorporated Area Fire Millage Rate" shall be the millage rate levied against property in the unincorporated area of the County for fire services in the year in question by the Cherokee County Board of Commissioners.

iii. All digest and exemption values shall be those values published by the Georgia Department of Revenue in its annual Tax Digest Consolidated summary as of January 1 for the year in question.^[KN2]

iv. Payment is due to the County by May 1 each year for services provided during that fiscal year. By way of 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, 2021.

vi. In the event that this Agreement is terminated early in the manner provided for in this Agreement, the compensation due to the County shall be prorated to exclude the number of days remaining in the fiscal year following the effective date of termination. Pay to the County compensation, the amount of which shall be determined as follows:

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. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations when such changes would impact the delivery of fire services set forth herein or would increase or change the level of services. The City further agrees that the County is not obligated to adopt or implement said changes within the Holly Springs Service Area if doing so will increase the cost of providing the Services within the Holly Springs Service Area, as determined by the Cherokee County Board of Commissioners in its sole discretion.

d. Work cooperatively with the County to maintain the County's Public Protection Classification (ISO protection class rating) assigned by ISO and make progress toward accomplishing the goal of an improved rating.

e. In conjunction with the County, 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 as 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. Agree that the training levels, experience and certification requirements for personnel and equipment shall be established by the Cherokee County Fire Chief or his/her designee.

4. THE COUNTY SHALL:

a. Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the Holly Springs Service Area, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County.

b. 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 in the Fire Chief's sole discretion.

c. 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. 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. 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 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 the Cherokee County Fire & Emergency Services.

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 AGREEMENT:

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. 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 operated by the Cherokee County Fire & Emergency Services. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

8. 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 [KN3] 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 \$ 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.

9. 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.

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 as defined in Article 4 (a) above 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, whether oral, written, or understood, regarding the subject of this Agreement. This agreement may be modified only in writing properly executed 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 twenty-four (24) months prior to its intended withdrawal from this Agreement.

14. SEVERABILITY:

Should any portion, clause, term, article 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/AUTO AID AGREEMENT:

If this Agreement is terminated or cancelled for any reason, and upon expiration of this Agreement, the Parties agree to work cooperatively to negotiate a replacement automatic or mutual aid agreement for fire 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:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

To the City:

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

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.

18. PUBLIC PROCUREMENT REQUIREMENTS:

Each Party 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 this Agreement, including, but not limited to, Title 36, Chapter 91, of the Official Code of Georgia.

19. E-VERIFY AND TITLE VI:

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^[KN4] E-verify and Title VI requirements under applicable law.

20. 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 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 [KN5] 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.

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

CHEROKEE COUNTY

Harry B. Johnston, Chairman

ATTEST:

APPROVED AS TO LEGAL FORM:

Christy Black, County Clerk

Angela Davis, County Attorney

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

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Karen Norred, City Clerk

Robert M. Dyer, City Attorney

March 17, 2021

VIA EMAIL

Rob Logan
City of Holly Springs
Holly Springs Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, GA 30115

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #4: Structural Wall Design & Town Center Hardscape/Landscape Revisions
Holly Springs, Georgia**

Mr. Logan:

Foresite Group, LLC thanks you for the opportunity to submit this Proposal for Additional Services to the City of Holly Springs and Holly Springs Downtown Development Authority for providing Professional Design Services for the above referenced project. Our Project Understanding is detailed below, and the following Proposal details the Scope of Services, Additional Services, Fees, and Hourly Rate Schedule.

Project Understanding

Foresite Group has been requested to provide an add service proposal for structural wall design and hardscape/landscape changes due to site revisions for Holly Springs Town Center.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Structural design of site retaining walls and hardscape/landscape design changes are based on Grading Plan and Wall Profiles sheet dated 1/6/2021, see Exhibit A.
2. Structural design for (7) site retaining walls is included in this scope. Structural design for retaining wall #7 and #4A is not included in this scope. See Exhibit A for wall identification.
3. Civil design revisions to be provided in CAD by Client.
4. Walls will be designed using cast in place concrete or concrete masonry block. Walls will be faced with granite and/or brick.
5. Geotechnical information of soil conditions at each retaining wall is not available at this time. Conventional shallow foundations are anticipated.
6. Retaining wall shop drawing review is included in this scope.
7. Additional site visits are not included in this scope.

8. Meetings with Client will be via phone or online.
9. Permitting and impact fees will be paid by Client. Permitting will be managed by the Client with Foresite Group addressing permit comments.
10. Bidding will be managed and advertised by others.
11. Proposal scope and fees are valid from 90 days from date of proposal.

SECTION 1

Scope of Services

Task 1 – Structural Wall Design: *Foresite Group will complete the following tasks as part of this phase:*

1. Prepare 50% level structural wall design plans to Client for review.
2. Incorporate Client comments into the design and develop 95% level structural wall design plans.

Deliverables:

- *PDF's of structural plans.*

Task 2 – Town Center Hardscape/Landscape Revisions: *Foresite Group will complete the following tasks as part of this phase:*

1. Review civil design changes with Client.
2. Revise entrance sign monument and details and profiles.
3. Revise hardscape and landscape plans to incorporate civil changes.
4. Incorporate changes into 95% level construction documents.

Deliverables:

- *PDF's of Construction Documents*

SECTION 2

Additional Services

(items not included in this scope but can be provided at an additional fee)

1. Construction documents beyond those listed in the scope.
2. Meetings and additional site visits outside scope of services.
3. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.

SECTION 3

Fees

Task	Task Fee
Task 1 – Structural Wall Design	\$ 8,000.00
Task 2 – Town Center Hardscape/Landscape Revisions	\$ 5,500.00
Total	\$ 13,500.00

All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC., 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092.

Invoices are due to Owner's Representative no later than the 10th of each month for services rendered the previous month. Payment will be made on or before the 15th of the following month.

Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 225-285/hour
Practice Leader	\$ 195-225/hour
Director of Engineering, P.E.	\$ 195-205/hour
Division Director	\$ 150-205/hour
Senior Project Manager	\$ 150-195/hour
Senior Project Engineer, P.E.	\$ 150-185/hour
Project Manager	\$ 130-150/hour
Project Engineer, P.E.	\$ 125-150/hour
Project Landscape Architect, RLA	\$ 120-145/hour
Project Analyst	\$ 100-125/hour
Senior Designer	\$ 115-125/hour
Designer	\$ 95-105/hour
CAD Drafter	\$ 80-90/hour
Administrative Assistant	\$ 65/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign two copies of this Letter Agreement in the spaces below. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, LLC.

By: 

Name: Jonathan Bullard

Title: Senior Project Manager, Greenspace + Land Design

Date: March 17, 2021

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

Client:
Holly Springs Downtown Development Authority

By: _____
(Signature)

Name: _____
(Printed Name)

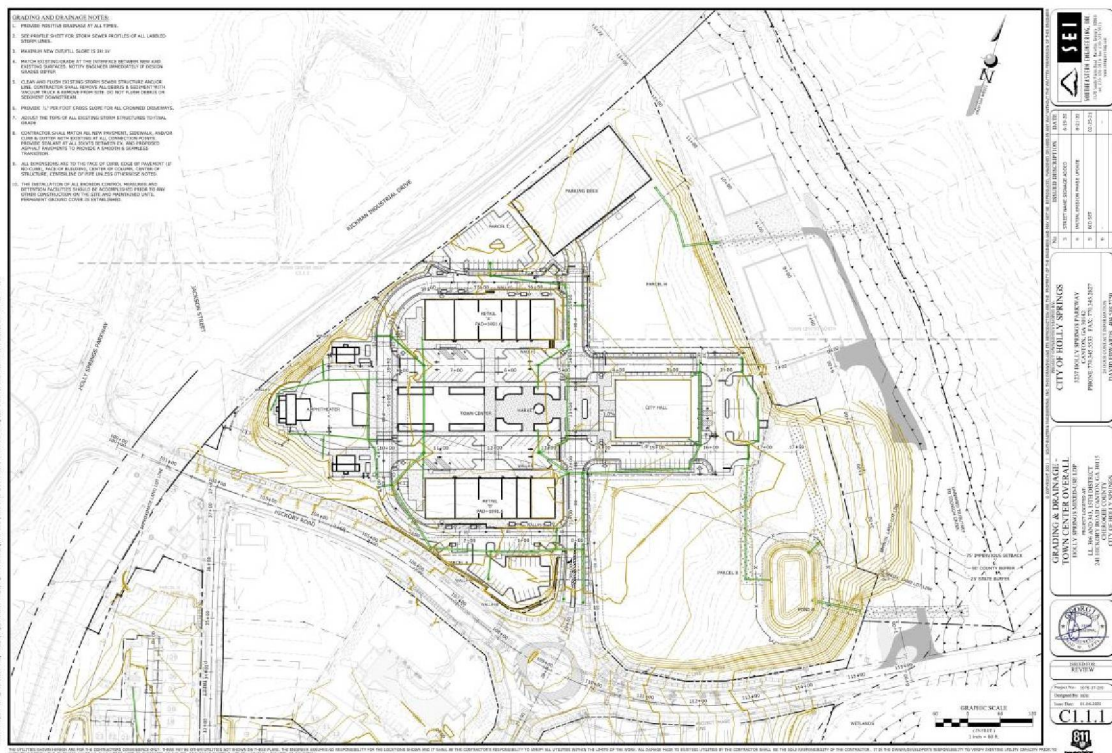
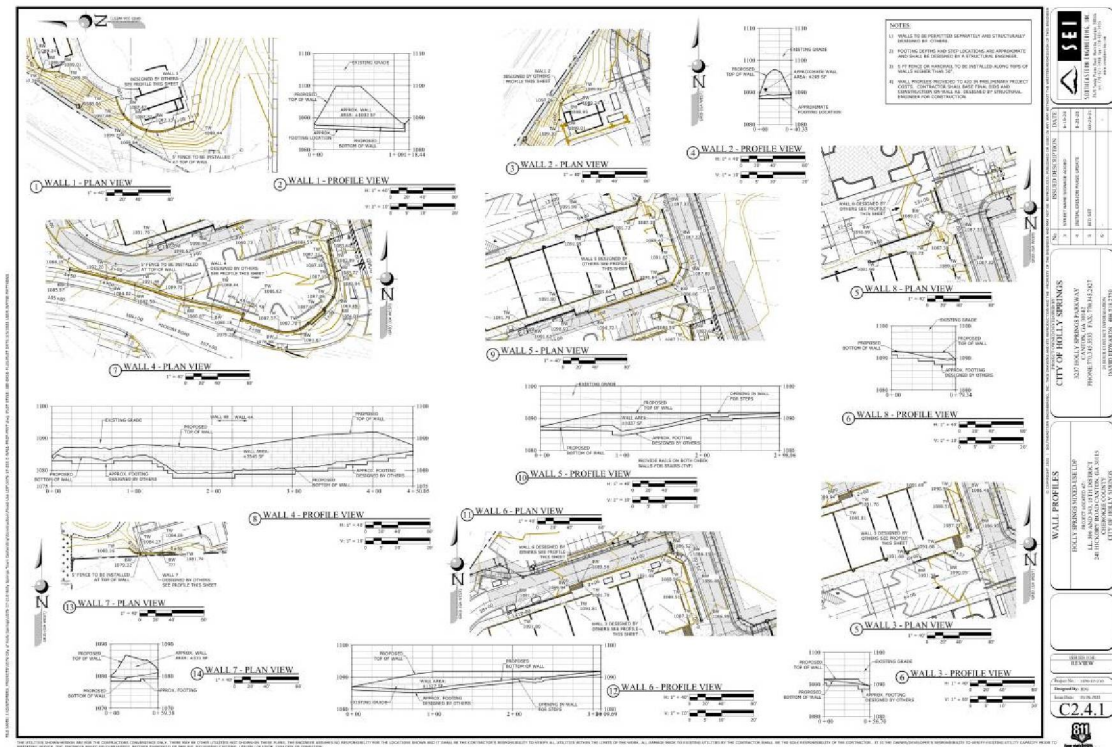
Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Holly Springs Downtown Development Authority
dme.odyssey@gmail.com
Attn: David Edwards

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

Exhibit 'A'
Grading Plan & Wall Profiles



PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 15

This ADDENDUM to the AGREEMENT made and entered into 10/25/2017 by and between Southeastern Engineering, Inc., and the client identified herein, provides for the Additional Services described under the Scope of Services section of this agreement

CLIENT: **City of Holly Springs**
C/O Stonecrest Homes GA., LLC
623 West Crossville Road, Suite 204
Roswell, GA 30075
VIA EMAIL: dme.odyssey@gmail.com
Ph#: 404-518-2750

PROJECT NAME: Holly Springs Town Center (SEI Project #1076-17-210)

PROJECT UNDERSTANDING:

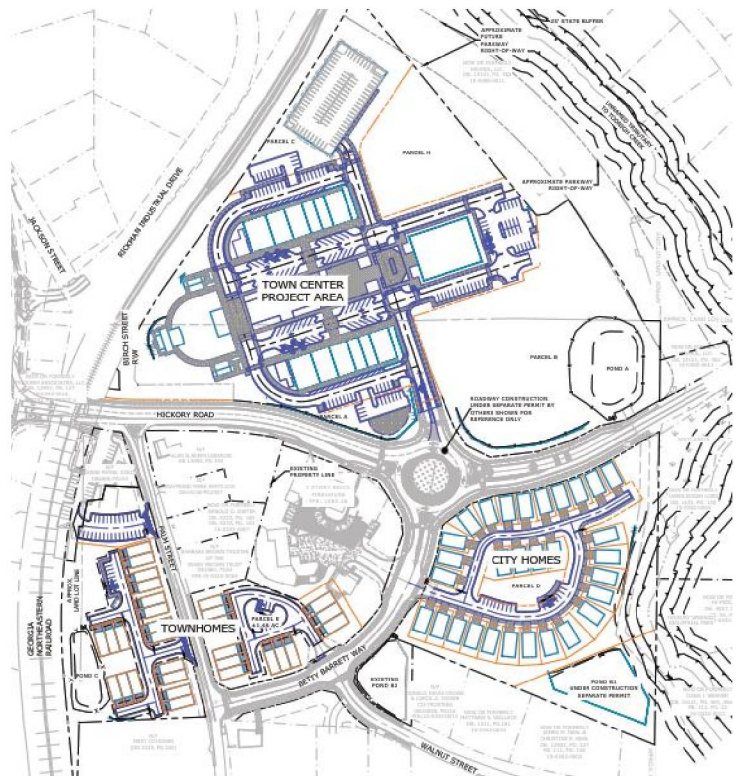
EXHIBIT SURVEY AREA

SCOPE OF SERVICES:

Task 76 – Permit Revision and Updated Construction Set:

SEI will provide an updated construction plan set for the Holly Springs TownCenter and supporting residential nodes, which can be used for new contractor bids and a permit revision. The following are included and anticipated:

- Utility revisions in the TownCenter, amphitheater, and residential areas.
- Sidewalk revisions around retail buildings and access updates.
- Parking lot revision adjacent to the parking deck, along with associated water supply and maintenance easement revisions.
- Integration of new hardscape backgrounds.
- Integration into current design software and modeling standards.
- Wall plan and profile revisions throughout the property assemblage.



- Supplemental surveying for updated topography in multiple areas of the project. Road and utility connections were a specific focus. Additionally, stream location to the east of the development was acquired to vet the buffer extents.
- Initial stream buffer encroachment exhibits.
- Enhanced erosion control BMP's.
- Including additional townhomes, removing some of the added units, and connection to Fire Department facility.

COMPENSATION:

Please initial all authorized tasks below:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
<i>Task 76 – Permit Revision and Updated Construction Set</i>	\$52,000	<i>Monthly, % Complete of Lump Sum</i>	Client Initial / Date

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

CLIENT CITY OF HOLLY SPRINGS

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

Name (Typed) _____

Name (Typed) _____

TITLE _____

TITLE _____

DATE _____

DATE _____



SERVICE AGREEMENT

THIS AGREEMENT made this 24th day of May 2019, by and between Clementine Creative Agency, LLC, hereinafter referred to as "Clementine" and Holly Springs Town Center/City of Holly Springs, with an address at P.O. Box 990, Holly Springs GA 30142 hereinafter referred to as "Client."

WITNESSETH

WHEREAS, Clementine is in the business of providing marketing services as generally described on Schedule A attached hereto; and

WHEREAS, Client is desirous of contracting for Clementine's services;

NOW, THEREFORE, in consideration of the fees to be paid by Client to Clementine, to be paid and satisfied as hereinafter stated, and in further consideration of the promises, covenants, and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

1. **SERVICES TO BE PERFORMED:** The services to be performed by Clementine are described specifically in Schedule B attached hereto.
2. **ADDITIONAL SERVICES:** If Client needs any other services, other than those specifically described on Schedule B, which may or may not relate to the described services, Client and Clementine may make a new agreement to provide the other services.
3. **COMPENSATION:** Clementine's compensation will be determined by the specific services requested by Client. Clementine's charges for services rendered to Client shall be in accordance with the fee description in Schedule B Scope of Services attached hereto.
4. **COSTS AND EXPENSES:** Client will be billed for, and shall pay, all approved incidental costs and expenses (such as travel costs, new or stock photography, videography, media placements, printing, installation or other outside services associated with the creation and production of any program) reasonably incurred by Clementine in the performance of its services on Client's behalf.
5. **INVOICING:** All bills for Clementine's fees, costs, and expenses [which have not been prepaid] will be due within thirty (30) days of the date of receipt by Client.

6. RETURNED CHECKS: Client will be billed, and shall pay to Clementine, Fifty (\$50.00) Dollars for any checks returned unpaid for any reason. Additionally, until any returned check is made good, by the payment of cash, bank check, or money order, Clementine will perform no services for Client.

7. DURATION OF AGREEMENT: This Agreement shall become effective upon the date set forth above and shall continue on an annual basis until terminated as provided in this Agreement. This Agreement may be terminated by either party hereto at any time upon sixty (60) days written notice to the other party. Each party reserves the right to terminate this Agreement for any reason whatsoever.

8. CONFIDENTIAL INFORMATION: Clementine understands and acknowledges that by virtue of its relationship with Client, Clementine will acquire and be exposed to, have access to, make use of, and/or add to the Confidential Information of the Client.

The term "Confidential Information" means any information, not generally known to the public, such as trade secrets, methodologies, business processes, compilations of technical data, client or prospective client lists, information relating to the development or maintenance of client relationships and goodwill, names of suppliers, specifications, designs, business or marketing plans, forecasts, financial information, personnel information or lists, and other technical or business information.

The Confidential Information of the Client includes, without limitation, any Confidential Information relating in any manner to the business of the Client or to its respective customers, personnel (including partners, principals, members, officers, and employees), independent contractors, subcontractors, agents, vendors, suppliers or others with whom the Client does business.

Confidential Information does not include basic programming, accounting, auditing, tax, consulting or financial advisory know-how that is generally known and used within the Client's industry.

9. USE OF CONFIDENTIAL INFORMATION: Clementine agrees to hold in trust and confidence all Confidential Information of the Client and its customers during and after the term of this Agreement. Clementine will not disclose any such Confidential Information to anyone outside of the Client's company without prior written approval of an officer who is authorized to sign on behalf of the Client.

Upon termination of this Agreement:

- (i) Clementine will not use Confidential Information of the Client or any past, present, or prospective customers of the Client, whether in tangible or electronic form or committed to memory, for any purpose;
- (ii) Clementine will not retain or take any such Confidential Information in a tangible or electronic form; and
- (iii) Clementine will immediately deliver to Client any such Confidential Information in tangible or electronic form that Clementine may then or thereafter hold or control. The term

"tangible or electronic form" means on paper, computer disc, USB drive, website, and any other medium by which information may be stored or accessed.

10. **NON-LIABILITY:** Clementine agrees to provide conscientious, competent, and diligent services for all of its Clients. Clementine's services may include referrals to other businesses and professionals. Those other businesses and professionals are referred on the basis of their good reputation, and are expected to provide quality service. However, Clementine is not, and cannot be, liable or responsible for any unsatisfactory services provided by any company, agency, business, services, individual, or professional referred by Clementine. CLEMENTINE MAKES NO WARRANTY OR GUARANTEE, NEITHER EXPLICIT NOR IMPLIED, THAT ANY REFERRED BUSINESS, PROFESSIONAL, AGENCY, OR INDIVIDUAL WILL SATISFACTORILY PERFORM OR PROVIDE ITS CONTRACTED SERVICES. Although Clementine may suggest or refer a particular business or professional to Client, it is Client's sole responsibility to determine if that business or professional is satisfactory for Client's needs or purposes.

11. **LIMITATION OF LIABILITY:** THE LIABILITY OF CLEMENTINE, IF ANY, AS A RESULT OF THIS CONTRACT WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY CLIENT TO CLEMENTINE DURING THE PERIOD OF ONE (1) YEAR FROM THE DATE OF THIS CONTRACT. NEITHER PARTY WILL BE LIABLE FOR BREACH-OF-CONTRACT DAMAGES THAT THE BREACHING PARTY COULD NOT REASONABLY HAVE FORESEEN ON ENTRY INTO THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR LOSS OF PROFITS OF THE OTHER PARTY.

12. **ASSIGNMENT OF COPYRIGHT:** Until full payment has been made, Clementine retains ownership of all original work product or parts contained therein, whether preliminary or final. Upon full payment, the Client shall receive an assignment of all rights, title and interest (including, without limitation, all patent rights, service mark rights, trademark rights, copyrights, and all other intellectual property rights) in and to all final work product for which such payment has been made, to use, modify and distribute as it sees fit. Clementine retains the right to use the completed work product and any preliminary versions for the purpose of competitions, future publications, educational purposes, marketing materials, and portfolio unless expressly prohibited by Client at Client's sole discretion. Where applicable, the Client will be given any necessary credit for usage of the project elements.

13. **DISPUTES/CHOICE OF VENUE:** Any action seeking to enforce any provision of, or based upon any matter arising out of or in connection with, this Agreement may be brought in any state court located in the County of Cherokee, State of Georgia, or in the United States District Court, Northern District of Georgia, Atlanta Division, and each party hereto consents to the jurisdiction and venue of such court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum.

14. **INDEPENDENT CONTRACTOR:** Both Clementine and Client agree that the relationship created by this Agreement is that of Independent Contractor, and not that of employee and employer, and shall not be construed otherwise.

15. **NOTICES:** All notices necessary or desirable to be given hereunder shall be in writing and delivered in person, sent by certified mail (return receipt requested), sent by overnight delivery, or sent by email if to Clementine, addressed at:

Clementine Creative Agency, LLC
123 Church Street, Suite 100
Marietta, GA 30060
jennifer@clementinecreativeagency.com

and if to Client, addressed to Client at:

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

Any notice in accordance with the foregoing shall be deemed to have been given when delivered in person, or, if mailed or emailed, on the day received or refused by the intended recipient.

16. **LEGAL FEES:** In the event of any lawsuit between the parties to this Agreement to settle issues arising hereunder, the prevailing party shall recover judgment against the other party for reasonable attorney's fees.

17. **INABILITY TO PERFORM:** This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If Clementine's performance under this Agreement is prevented by any cause of force majeure, then Clementine's failure to perform shall not constitute a breach of this Agreement. Under these circumstances, Clementine shall refund any payments made by Client for services not provided by Clementine.

18. **APPLICABLE LAW:** The interpretation, construction and enforcement of this Agreement shall be in accordance with the laws of the State of Georgia.

19. **AMENDMENTS:** Any changes or amendments to this Agreement must be made in writing and signed by the parties hereto.

20. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successor and permitted assigns.

21. EFFECT OF PARTIAL INVALIDITY: The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the Parties agree that the remaining provisions shall be deemed in effect.

22. ENTIRE AGREEMENT: This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties between the parties other than those set forth or provided for herein.

23. SIGNATURES: This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

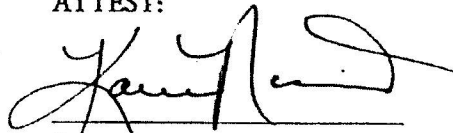
CLEMENTINE CREATIVE
AGENCY, LLC:


By: Jennifer Nilsson

HOLLY SPRINGS:


By: Steven W. Miller, Mayor

ATTEST:


By:

SCHEDULE A



Overview of Services

Clementine Creative Agency is a full-service marketing and communications firm serving a variety of client needs. Combining comprehensive expertise with the flexibility, creativity and client focus of a small boutique, Clementine Creative offers a complete suite of marketing, advertising and design services including:

Marketing Strategy and Planning

- Strategic Marketing Planning, Campaign Architecture
- Promotion Planning
- Results Tracking and Analysis

Creative Services

- Brand Development, Positioning and Management
- Logo and Identity Packages
- Graphic Design for Print and Digital Media
- Copywriting, Web Content Generation
- Photography and Videography Projects

Communications

- Public Relations including Press Releases and Media Distributions
- Email and Direct Marketing Campaigns
- External and Internal Corporate Communications
- Event Planning and Publicity
- Web and Social Media Content Campaigns

Advertising and Media

- Integrated Media Planning, Media Buying
- Campaign Creative and Placement

Web and Search Marketing

- Website Design and Content Generation
- Site Content Maintenance and Updates
- Organic Search Engine Optimization
- Search Engine Marketing Campaign Design and Management
- Social Media Management and Content Curation

SCHEDULE B



Scope of Services for Holly Springs Town Center |

Monthly Services Retainer July 1, 2019 through December 31, 2019

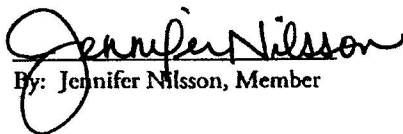
Clementine Creative Agency will provide comprehensive marketing support for Holly Springs Town Center brand development as outlined in proposal to include:

- Brand identity development and design
- Brand strategy development
- Website phase I "splash page" design and build
- Social media establishment and prep for rollout

Fee Description and Considerations

The monthly retainer fee for these services will be \$2250 per month. Fees include all billable time for planning, research, creative, design, implementation, installation, administrative and other time devoted exclusively to Client. Fees do not include additional expenses incurred in conjunction with any implementation such as travel costs, new or stock photography, media placements, printing, installation or other outside services associated with the creation and production of any program. Fee structure and/or scope of services subject to change through issuance and acceptance of an amended agreement subject to notification and other terms as specified in Service Agreement.

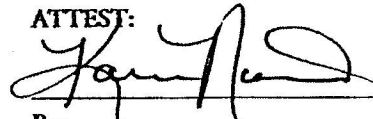
CLEMENTINE CREATIVE AGENCY, LLC


By: Jennifer Nilsson, Member

HOLLY SPRINGS:


By: Steven W. Miller, Mayor

ATTEST:


By:

Bid Schedule FY 2021 LMIG & Asphalt Resurfacing Project											
					Unit Prices						
Line No.	Item Number	Description	Unit	Quantity	1	2	3	4	5	6	
					East Coast Grading	Bartow Paving	Baldwin Paving	Atlanta Paving & Concrete Construction Inc	Blount Construction Company	ShepCo Paving	Engineer's Estimate
0005	150-1500	TRAFFIC CONTROL - 2020-02	LS	1	\$ 15,000.00	\$ 21,420.38	\$ 25,935.49	\$ 30,000.00	\$ 28,420.56	\$ 50,994.00	\$40,000.00
15	402-1802	PATCHING, INCL BITUM MATL & H-LIME (400LB/SY)	TN	386	\$ 140.00	\$ 162.78	\$ 144.68	\$ 173.00	\$ 148.23	\$ 200.00	\$110.00
20	402-3130	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 2, BLEND 1 , INCL BITUM MATL & H LIME	TN	1424	\$ 100.00	\$ 100.58	\$ 110.05	\$ 102.00	\$ 111.32	\$ 114.17	\$85.00
25	413-1000	BITUM TACK COAT	GL	1000	\$ 5.00	\$ 8.58	\$ 3.22	\$ 4.00	\$ 2.60	\$ 6.50	\$3.00
30	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	500	\$ 5.00	\$ 2.79	\$ 4.43	\$ 19.20	\$ 6.70	\$ 4.99	\$2.23
40	432-0205	MILL ASPH CONC PVMT, 2 IN	SY	10120	\$ 3.25	\$ 2.43	\$ 3.07	\$ 3.76	\$ 5.15	\$ 4.99	\$3.00
50	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	2390	\$ 1.15	\$ 0.62	\$ 0.69	\$ 0.63	\$ 0.65	\$ 0.63	\$0.66
55	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	2390	\$ 1.15	\$ 0.62	\$ 0.69	\$ 0.63	\$ 0.65	\$ 0.63	\$0.68
60	653-1504	THERMOPLASTIC SOLID TRAFFIC SRRIPLE, 12 IN WHITE	LF	60	\$ 3.45	\$ 2.34	\$ 2.60	\$ 3.50	\$ 3.00	\$ 3.45	\$3.50
65	653-1706	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	78	\$ 6.33	\$ 4.68	\$ 5.20	\$ 19.00	\$ 5.00	\$ 5.75	\$6.93
Total					\$ 258,027.74	\$ 265,515.02	\$ 278,856.37	\$ 298,380.60	\$ 305,902.02	\$ 353,932.78	\$ 242,011.73



April 7, 2021

City of Holly Springs
Attn: Mr. Rob Logan, City Manager
PO Box 990
Holly Springs, GA 30142

Subject: Award Recommendation – 2021 LMIG Resurfacing Project

Dear Mr. Logan:

Technical evaluation of the bids submitted for the 2021 LMIG Resurfacing project has been completed. A thorough review has confirmed that each proposal met all of the prescribed requirements. The table below summarizes the bidders and their prospective bids.

RANK	BIDDER	AMOUNT
1	East Coast Grading Inc.	\$ 258,027.74
2	Bartow Paving	\$265,515.02
3	Baldwin Paving	\$278,856.37
4	Atlanta Paving & Concrete Construction Inc.	\$298,380.60
5	Blount Construction Co.	\$305,902.02
6	ShepCo Paving	\$353,932.78

Complete bid packages for all bidders are included as Enclosures 1-6. They are being returned for safekeeping until the contract has been awarded. Bid Bonds will need to be returned to the remaining bidders at your earliest opportunity.

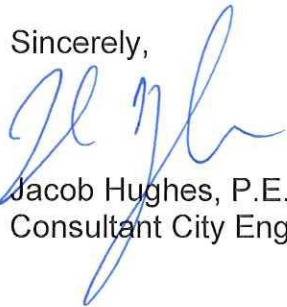
East Coast Grading Inc. submitted the qualifying low bid of \$258,027.74. Their bid is within 10% of the engineer's estimate. Therefore, I recommend award of the 2021 LMIG Resurfacing contract to East Coast Grading Inc. I have included the bid tabulation for your review as Enclosure 7.

Furthermore, a Notice of Award has been included to East Coast Grading Inc. as Enclosure 8. It should be placed on City letterhead and, upon award, mailed to East Coast Grading Inc. at PO Box 579, Rutledge, GA 30663. The final contract documents will be prepared for signatures and forwarded for execution while we await Payment Bonds, Performance Bonds, and Certificates of Insurance from the contractor. When these items are received and the contracts have been executed, a Notice to Proceed will be issued.

April 7, 2021
City of Holly Springs
Page 2

Please let me know if you have any questions or need any additional information.

Sincerely,



Jacob Hughes, P.E.
Consultant City Engineer

Cc: Project File

ENCL:

- (1) Bid Package, Bartow Paving
- (2) Bid Package, Baldwin Paving
- (3) Bid Package, Atlanta Paving
- (4) Bid Package, Blount Construction
- (5) Bid Package, ShepCo Paving
- (6) Bid Tabulation
- (7) Notice of Award

NOTICE OF AWARD

Date -

Awarded To: East Coast Grading Inc.
PO Box 579
Rutledge, GA 30663

Project Description: City of Holly Springs 2021 LMIG Resurfacing Project

Project Number: RFB -2021-01

1. The OWNER has considered the PROPOSAL you submitted for the WORK described above in response to its solicitation. You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$258,0273.74.
2. Contract documents will be forwarded to you and you will be required to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date they are received. A Notice to Proceed will be issued within ten (10) calendar days of the receipt of the aforementioned items.
3. Please return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

City of Holly Springs, Georgia
OWNER

By:
Karen Norred
City of Holly Springs City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

This is the _____ day of _____, 2021.

By _____

Title _____

**Return the signed original of this form to City of Holly Springs, Attn: Karen Norred
P.O. Box 990, Holly Springs, GA 30142**



City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
Phone: 770-345-5536

2021 LMIG Asphalt Resurfacing Project
RFB # 2021-01
April 7, 2021 at 10:00 AM

	Company	Address	City	State	Zip	Date Received	Time	Amount	COMMENTS	Bid Bond Present	Addendum(s) Acknowledged
1	Baldwin Paving Co. Inc.	1014 Kenmill Dr., N.W.	Marietta	GA	30060	4/6/2021	12:26pm	\$ 278,856.37		Yes	N/A
2	Blount Construction Company, Inc.	1730 Sands Place	Marietta	GA	30067	4/7/2021	8:52am	\$ 305,902.02		Yes	N/A
3	Shepco Paving, Inc.	4080 McGinnis Ferry Rd, Ste. 203	Alpharetta	GA	30005	4/7/2021	9:05am	\$ 353,932.78		Yes	N/A
4	Atlanta Paving & Concrete Construction, Inc.	2775 Mechanicsville Rd	Peachtree Corners	GA	30071	4/7/2021	9:10am	\$ 298,380.60		Yes	N/A
5	East Coast Grading, Inc.	PO Box 579	Rutledge	GA	30663	4/7/2021	9:41am	\$ 258,027.74		Yes	N/A
6	Bartow Paving Company, Inc.	1055 Rowland Springs Rd	Cartersville	GA	30121-2951	4/7/2021	9:48am	\$ 265,515.02		Yes	N/A
7											
8											
9											
10											
11											
12											

The spreadsheet above represents a summary of the proposals/bids opened by the City of Holly Springs in reference to project 2021 LMIG Asphalt Resurfacing Project on April 7, 2021 at 10:00 AM.

This 7th day of April, 2021.

Robert H. Logan
Robert H. Logan, City Manager

Subscribed and sworn to before me

This 7 day of April, 2021.

Karen Norred
NOTARY PUBLIC
My Commission Expires:



A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL

WHEREAS, it has been determined that the City has no further use of these certain item;
and

WHEREAS, the City Council may determine that these items are surplus property; and

WHEREAS, the fair market value, if any, is determined for the surplus property and its disposal will be for the common benefit; and,

WHEREAS, the City Manager or his designee will oversee the sale or disposal of this item; and,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby approve the surplus and authorize the sale or disposal of the items described in attached Exhibit "A":

This Resolution is adopted this 19th day of April 2021.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

<u>Make</u>	<u>Description</u>
Utility Trailer	7' x 12' single axel utility trailer with wood floor

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle Identification Number</u>
2014	Dodge	Charger	2C3CDXAT4EH205993
2014	Dodge	Charger	2C3CDXAT9EH205990
2016	Dodge	Charger	2C3CDXAT7GH155822

Commercial Buildings& Doors, INC

5810 Powell Dr
Mableton, Ga 30126

Estimate

Date	Estimate #
3/30/2021	1493

Name / Address
City Of Holly Springs PO BOX 990 Holly Springs, Ga 30142

			Project
Description	Qty	Rate	Total
Labor to demo 120x100 metal building this is for taking all the sheets off the walls and the roof and we will demo the steel and reove all the structur down and clean all the insulation from the site and remove all the steel that is taken down and make sure everything is cleaned up.		21,000.00	21,000.00
materials for the sheets that will go back on the wall where the building is to stay		3,500.00	3,500.00
materials for the hat channel that will have to be put on the wall before the wall is sheeted		1,250.00	1,250.00
labor to install the hat channe and sheet the wall and install the trim back on the building		1,500.00	1,500.00
labor to cut the concrete back where we can sheet the wall properly and let the sheets dropped down 1 1/2 below the slab and jack hammer the concrete		1,800.00	1,800.00
labor to demo all the wood structure on the inside and clean everything up and put in dumpsters		1,200.00	1,200.00
equipment to demo all the structure on the inside of the building		2,500.00	2,500.00
dumpster to haul off all trash and debre		1,500.00	1,500.00
Please remit to above address.		Total	\$34,250.00



Subsurface Utility Investigations, LLC

Address: 898 Sweet Briar Trail
Conyers, Georgia 30094

E-mail: awhitten@SUIServices.com

Subsurface Utility Investigations, LLC

CLIENT INFORMATION

Name: Geosurvey LTD.
Contact: Craig Jennings
Address: 1660 Barnes Mill Rd.
Marietta, GA 30062
Phone: 770-795-9900
Email: cjennings@geosurvey.com

PROPOSAL INFORMATION

Date: 03/29/2021
Contact: Alex Whitten
Project Type: Potholing to expose utilities
for survey grade horizontal
and vertical locations. Level
"A" SUE
Project Location: Ronnell Road @ Holly
Springs parkway
Holly Springs, GA

PROPOSED SERVICES & PRICING

Services/lump sum estimate

Potholing and slot trenching at accessible locations over existing level "B" SUE data (horizontal location provided by us) for survey grade horizontal and vertical locations of any buried utilities within the proposed area.

\$ 1600/hole – depths greater than 9' See sheet 2

QL "B" utility designation (GPR and electromagnetic)

\$800

LUMP SUM PROJECT ESTIMATE:

\$10400 (6 holes greater than 9' in depth)

SCOPE OF WORK

AREA OF WORK:

The Excavation will take place throughout the site area (along Holly Springs parkway near the intersection with Ronnell Road) indicated by the attached document and the highlighted areas over the force main sewer line.

POTHOLING AT SPECIFIED LOCATIONS:

1. Subsurface Utility Investigations, LLC will perform minimally invasive vacuum excavation at the sites provided (attached in this proposal.) Subsurface Utility investigations, LLC will do a preliminary utility locate to obtain exact horizontal location of the force main at the excavation sites and throughout the site. We will also use GPR to verify target utilities before potholing, and if our methods indicate utilities deeper than the max depth of 17' we will notify the client for potential charges per foot deeper than 17' (\$100 per foot in depth greater than 17'). We will then pothole and/or slot trench to expose the force main in several spots as outlined by the client. These locations may change slightly due to site conditions and possible refusal by roots, rocks and other unforeseen obstructions.
2. Subsurface Utility Investigations, LLC will set offset hubs and stakes as the force main is exposed not exceed tolerances of .05 feet to the center of the top of the utility both vertically and horizontally. We will also document in a report - measurements, photos and visual inspection of the findings.
3. Subsurface Utility Investigations, LLC will backfill, and patch resurface all affected areas that were disturbed by Subsurface Utility Investigations, LLC back to suitable patch conditions. We can coordinate with the client for concrete and asphalt contractors to repair all hard surfaces back to the municipality/GDOT's standards.



Subsurface Utility Investigations, LLC

Address: 898 Sweet Briar Trail
Conyers, Georgia 30094

E-mail: awhitten@SUIServices.com

IT SHOULD BE UNDERSTOOD THAT SUBSURFACE UTILITY INVESTIGATIONS DOES NOT OWN EQUIPMENT CAPABLE OF FULL CONCRETE/PAVEMENT SURFACE REPAIR AND WE SUBCONTRACT THIS OUT IF NEEDED. USUALLY ALONG A ROUTE WHERE OPEN CUT WILL BE PERFORMED WITHIN 1 YEAR OF POTHOLES MOST MUNICIPALITIES/GDOT WILL ACCEPT PATCH REPAIR. THIS WILL NEED TO BE COORDINATED WITH THE MUNICIPALITY OR GDOT WHEN THE WORK IS TO BE PERFORMED

STANDARD CONTRACT TERMS AND CONDITIONS

For the purposes of this contract, CLIENT shall be defined as the person(s) signing this contract authorizing the work, all persons or business entities for whose benefit Subsurface Utility Investigations, LLC. services are rendered and all persons who will be personally responsible for payment for all services. Person(s) signing this contract guarantees in his individual capacities any monies due.

ACCESS TO SITE

Subsurface Utility Investigations, LLC staff will have access to the site for activities necessary for the performance of services. Including adequate staging of necessary equipment needed to perform our services. This will need to be coordinated with the site owner/representative

FEE

The total fee is a lump sum fee based on assumptions noted in the scope. Any revisions, changes, additions, or alterations requested by the CLIENT or his/her agents after acceptance of the scope of work shall be performed as an additional service. Subsurface Utility Investigations, LLC will prepare a contract amendment for the CLIENT's review and approval prior to Subsurface Utility Investigations, LLC proceeding.

BILLINGS AND PAYMENTS

Subsurface Utility Investigations, LLC will provide the CLIENT with an invoice of all work performed during the billing period. CLIENT must notify Subsurface Utility Investigations, LLC of billing disputes, in writing, within 10 days of receipt of bill. Failure to notify Subsurface Utility Investigations, LLC within the prescribed time frame constitutes acceptance of work and of the invoice.

SUI



Subsurface Utility Investigations, LLC

Address: 898 Sweet Briar Trail
Conyers, Georgia 30094

E-mail: awhitten@SUIServices.com

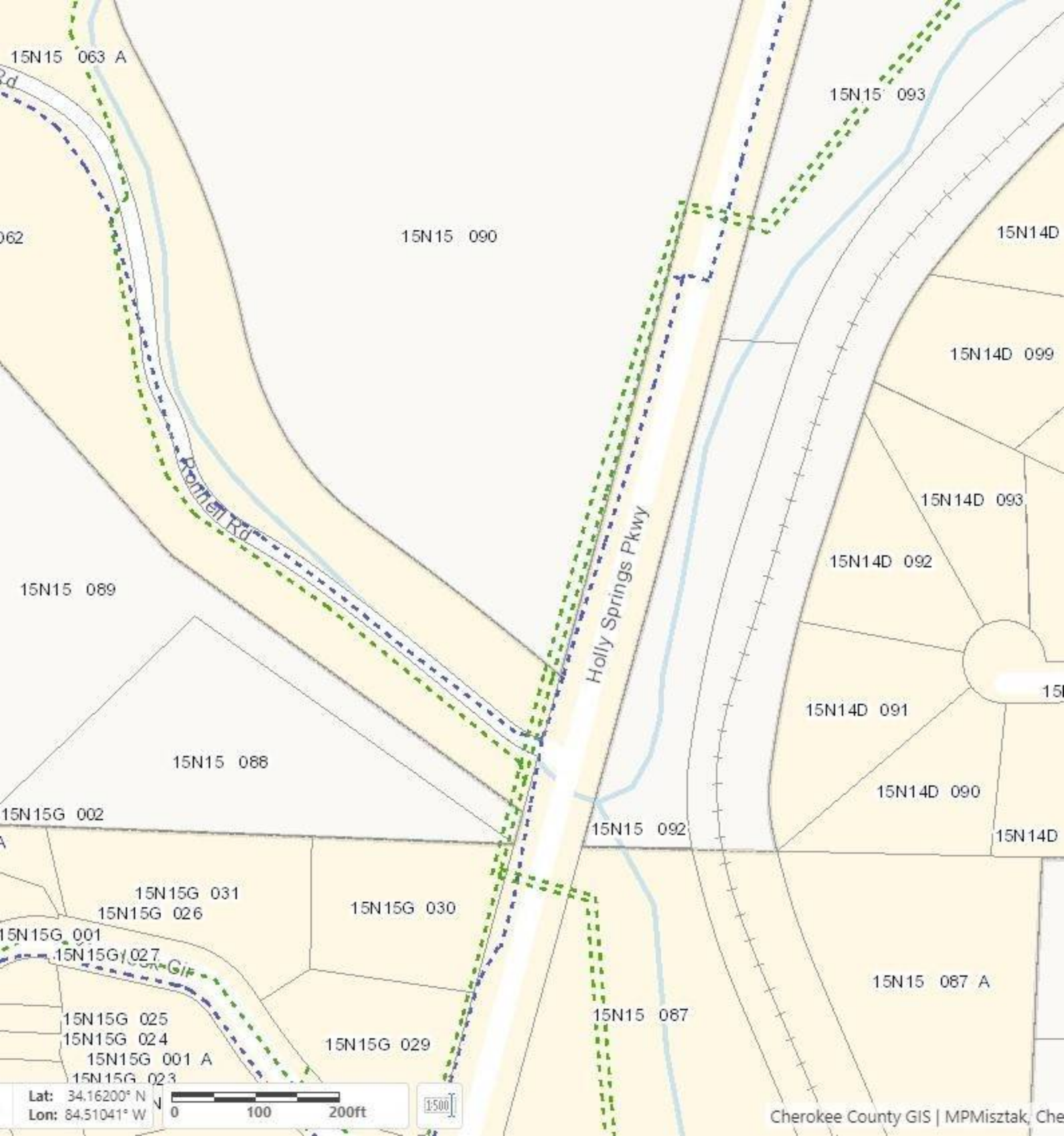
AUTHORIZATION

I hereby agree to the terms and conditions as stated on this document and hereby authorize Subsurface Utility Investigations, LLC to perform the above described work.

Client Signature Date

Alex Whitten Date

Feel free to contact us if you require further assistance or would like to request additional items. We look forward to working with you.



Lat: 34.16200° N
Lon: 84.51041° W

0 100 200ft

1:500

BK PG
6398 112

1,501 SQ. FT. PERMANENT EASEMENT
1,701 SQ. FT. CONSTRUCTION EASEMENT

150 L.F. PERMANENT EASEMENT
160 L.F. CONSTRUCTION EASEMENT

SKETCH OF PROPOSED EASEMENT
AS REQUIRED BY:

CHEROKEE COUNTY
WATER & SEWERAGE AUTHORITY

LOCATED IN LAND LOT(S):

448

15th DISTRICT, 2nd SECTION

CHEROKEE COUNTY, GEORGIA

SCALE: 1" = 50' DATED: FEB. 2003

PROJECT NO. 01-518 SHEET NO. 34

THROUGH THE PROPERTY OF:

MRS. LIZZIE MAE ELLIOTT

Welker & Associates, Inc.

Engineers Since 1945

445 N. Magnolia Street

Memphis, Tennessee 38009

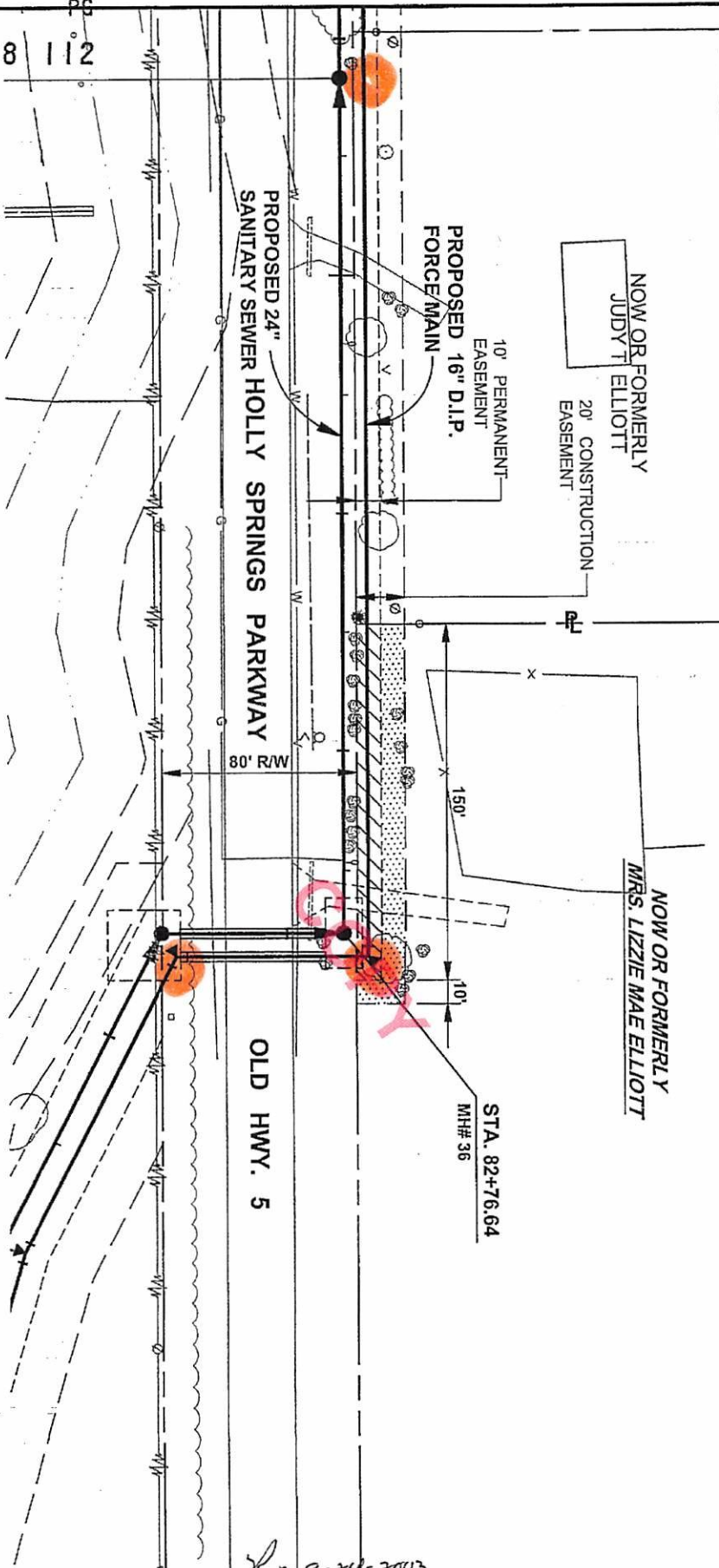
Phone: (770) 422-1992



10' PERMANENT EASEMENT



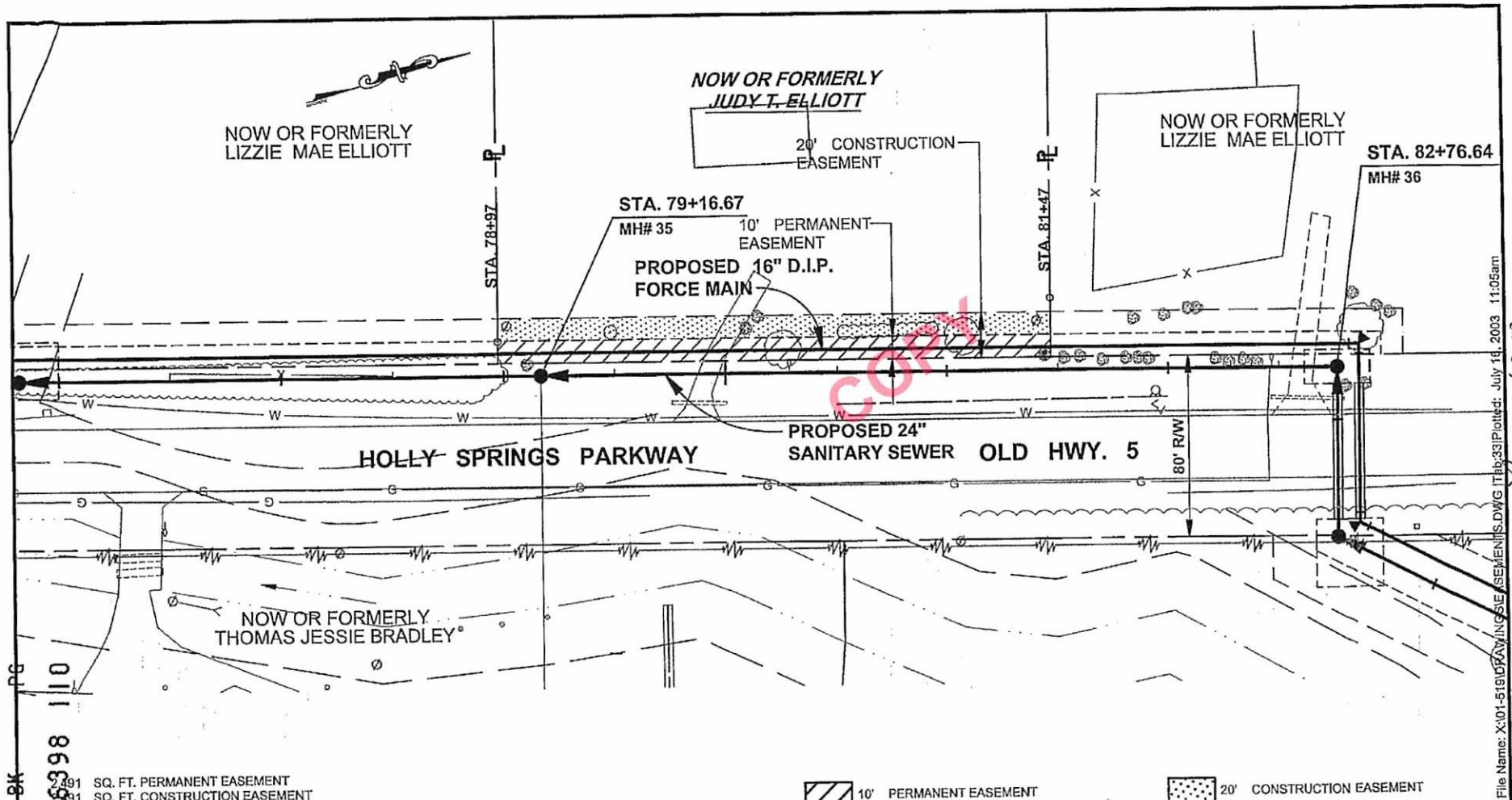
20' CONSTRUCTION EASEMENT



OLD HWY. 5

STA. 82+76.64
MH# 36

Rec'd 9-24-2003



250 L.F. PERMANENT EASEMENT 250 L.F. CONSTRUCTION EASEMENT	SKETCH OF PROPOSED EASEMENT AS REQUIRED BY: CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY	LOCATED IN LAND LOT(S): 448 15th DISTRICT, 2nd SECTION CHEROKEE COUNTY, GEORGIA SCALE: 1" = 50' DATED: FEB. 2003 PROJECT NO. 01-519 SHEET NO. 33	THROUGH THE PROPERTY OF: JUDY T. ELLIOTT	Welker & Associates, Inc. Engineers Since 1945 445 Manget Street Marietta, Georgia 30060 Phone: (770) 422-1902
--	--	--	---	---

BK

6398

2,565 SQ. FT. PERMANENT EASEMENT
2,523 SQ. FT. CONSTRUCTION EASEMENT

257 L.F. PERMANENT EASEMENT
257 L.F. CONSTRUCTION EASEMENT

SKETCH OF PROPOSED EASEMENT
AS REQUIRED BY:

CHEROKEE COUNTY
WATER & SEWERAGE AUTHORITY

LOCATED IN LAND LOT(S):

448

15th DISTRICT, 2nd SECTION
CHEROKEE COUNTY, GEORGIA

SCALE: 1" = 50' DATED: FEB. 2003

PROJECT NO. 01-519 SHEET NO. 32A

THROUGH THE PROPERTY OF:

MRS. LIZZIE MAE ELLIOTT

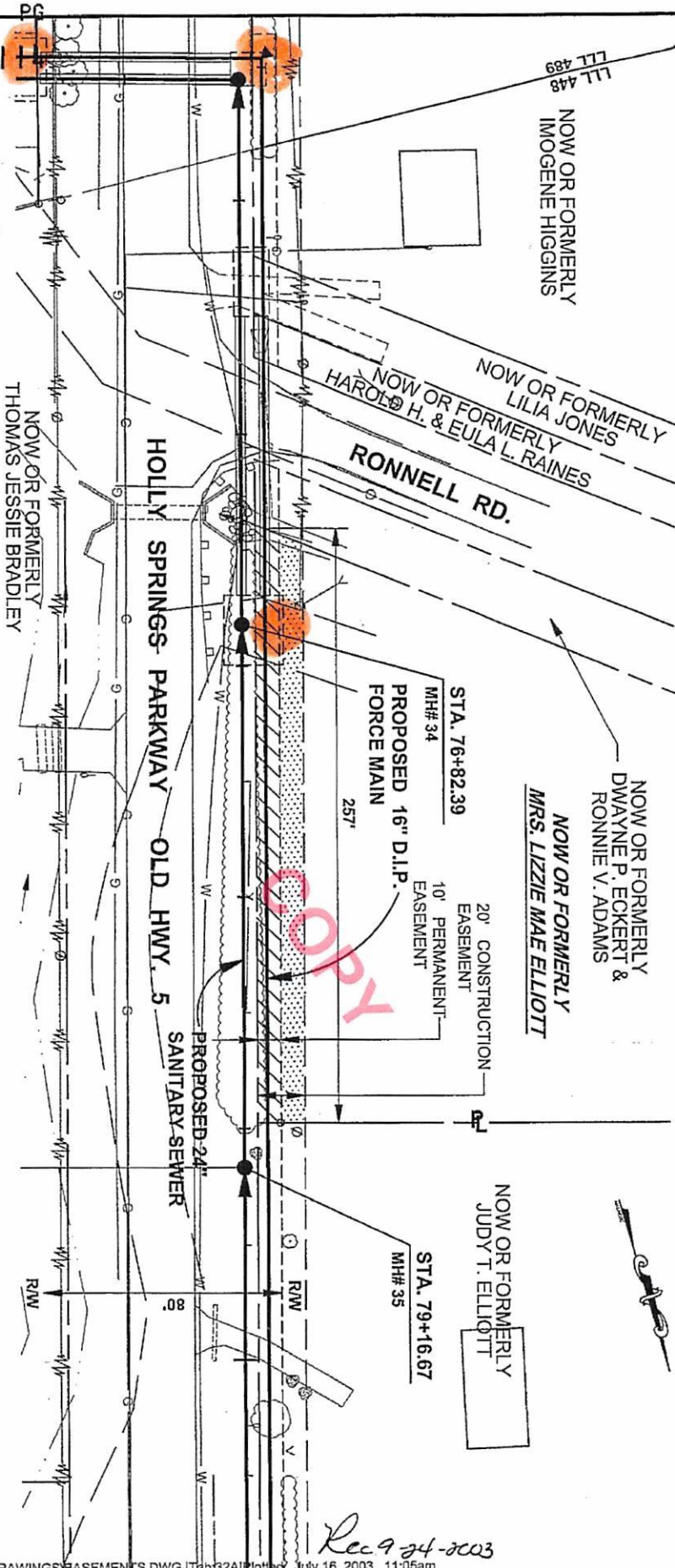
Welker & Associates, Inc.

Engineers Since 1945

445 Maraga Street
Marietta, Georgia 30060
Phone: (770) 422-1992

10' PERMANENT EASEMENT

20' CONSTRUCTION EASEMENT





**COMMUNITY DEVELOPMENT AGENCY
SPLOST ROADWAY PROGRAM**
1130 Bluffs Parkway | Canton | Georgia | 30114
678-493-6077 • Fax 678-493-6088
www.cherokeega.com

March 25, 2021

Mr. Robert Logan, City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142

Re: Cherokee County 2021 Resurfacing Program
Portion of East Cherokee Drive in City of Holly Springs

Dear Mr. Logan:

Cherokee County is preparing bid documents for its 2021 Resurfacing Program. This year's program includes resurfacing of three major roadways, totaling 12.30 miles at an estimated construction cost of \$2,985,712.00. Those roadways include: Batesville Road, Mill Creek Road, East Cherokee Drive (Mill Creek Road to Hickory Road) as well as 15 roadways in the BridgeMill subdivision. This project will be completed with contractor forces.

Approximately 0.30 miles of East Cherokee Drive, near Hickory Road, is maintained by the City of Holly Springs. The County is including resurfacing of this section of East Cherokee Drive in its 2021 Resurfacing contract. The estimated cost to complete the resurfacing of this section of roadway is \$71,466.55.

Cherokee County is requesting that the City of Holly Springs participate in the cost to complete the resurfacing of this section of East Cherokee Drive. The final cost will be determined based on the contractor's as-bid prices and as-built quantities. The total amount is not expected to exceed the \$71,466.55 estimate. This cost allows the City to benefit from the economy of scale provided by the larger quantities of work included in the County's overall project.

If this is acceptable to the City of Holly Springs, please advise me as soon as possible so that we can prepare an intergovernmental agreement between the County and the City for this project.

Please contact me if additional clarification or information is required.

Sincerely,

Geoffrey E. Morton, P.E.
Community Development Agency Director

Attachment

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

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE RESURFACING AND ROAD REPAIRS ON
EAST CHEROKEE DRIVE**

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 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).

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 shall reimburse the County for the work actually completed in the amount not to exceed \$71,466.55, 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)



Estimate

2766 Holly Springs Pkwy
Canton, GA 30115
770-213-7250

DATE: March 25, 2021
Estimate# City Hall Lobby

ESTIMATE TITLE: Ron Carter
Property Address: Holly Springs

DESCRIPTION	AMOUNT
Remove & Install 2 formica countertops 6' 1" long x 18" wide	\$ 10,650.00
Remove & Install 2 transaction drawers 12" tall x 24" wide x 18" deep	
Remove & Install 2 microphone/speaker systems	
Install 1 piece instiutional glass 73" wide x 38 1/8" tall	

*Includes Labor & Materials

SUBTOTAL	\$ 10,650.00
TOTAL	\$ 10,650.00

Please make checks payable to Halo
Restorations & Construction, LLC. For further
assistance please call us at 770-213-7250

THANK YOU FOR YOUR BUSINESS!



Estimate

2766 Holly Springs Pkwy
Canton, GA 30115
770-213-7250

DATE: March 25, 2021
Estimate# Courthouse Lobby

ESTIMATE TITLE: Ron Carter
Property Address: Holly Springs

DESCRIPTION	AMOUNT
Tear out existing glass and replace with 114 x 44 one piece glass (solid, clear, laminated)	\$ 27,500.00
Tear out existing inside and outside countertops & install new formica	
Remove existing audio and replace	
Frame in for one solid window at check-in station (24x44)	
Install 120 x 23 fromica (office side)	
Install 114 x 16 formica (lobby side)	
Install 2 new teller drawers 16"x 5"	
Install small piece of glass on side of office 24x44"	

*Includes Labor & Materials

SUBTOTAL	\$ 27,500.00
TOTAL	\$ 27,500.00

Please make checks payable to Halo Restorations & Construction, LLC. For further assistance please call us at 770-213-7250

THANK YOU FOR YOUR BUSINESS!



Estimate

2766 Holly Springs Pkwy
Canton, GA 30115
770-213-7250

DATE: March 25, 2021
Estimate# Evidence Room

ESTIMATE TITLE: Ron Carter
Property Address: Holly Springs

DESCRIPTION	AMOUNT
Build custom fence in evidence room from ground to metal ceiling joist. 77" wide x 141" tall. ADA compliant Door which will support swipe card access.	\$ 12,500.00
Install fence door with locking mechanism	
cut in for commercial grade exhaust fan 12x12	
Install commercial grade exhaust fans with each having its own dedicated breaker. Anchor it to exterior of the building 160" up centered between 2 exterior windows.	

*Includes Labor & Materials

SUBTOTAL	\$ 12,500.00
TOTAL	\$ 12,500.00

Please make checks payable to Halo Restorations & Construction, LLC. For further assistance please call us at 770-213-7250

THANK YOU FOR YOUR BUSINESS!



11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078
P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
3/26/2021	PWCQ17895

Quote valid for 30 days.

Bill To:
City of Holly Springs Ron Carter 3237 Holly Springs Pkwy Holly Springs, Georgia 30115 P: 770-721-7505 F: rcarter@hollyspringsga.us

Site/End User:
J B Owens Park Ron Carter 2699 Hickory Rd Holly Springs, Georgia 30115 P: 770-721-7505 F: rcarter@hollyspringsga.us

Ship To:
City of Holly Springs Ron Carter 3237 Holly Springs Pkwy Holly Springs, Georgia 30115 P: 770-721-7505 F: rcarter@hollyspringsga.us

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
1	CH-Custom	"Challenger" Series (3.5" Structural Uprights) *Structure #: 21-4979 Additional shade and posts for existing equipment at J B Owens Park	\$18,557.00	\$18,557.00
1	Install-EQ	Installation of 5 shade canopy's as shown in drawing 21-4979A Retro fit existing structures with Triangle Shade system. Removal of (3)existing playground support posts. Requires removal of all attached components. Replace these posts with new posts. Installation of (10) new support posts for shade systems as described below. Installation of (5) Triangle Shade systems as shown in drawing Disposal of extracted materials. Requires two trips Some site disruption can be expected due to construction traffic. Site repair is limited to cleaning up and raking out disturbed area. Finish landscaping is not figured in price. Unless otherwise noted, a disposal container/area will be provided by customer for disposal of debris such as packaging.	\$12,600.00	\$12,600.00

Qty	Item #	Description	Unit Price	Ext. Price
			SubTotal	\$31,157.00
			Tax Rate	0.00 %
			Sales Tax	\$0.00
			Shipping	\$2,309.33
			Total	\$33,466.33

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:

Playworld Preferred

Attn: Signed Quote

11515 Vanstory Drive

Suite 100

Huntersville, NC 28078





J B Owens Park

Holly Springs, GA

21-4979A.PWC

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Dark Brown	Green	Beige-Forest Green	Brown
Lime	Brownstone	Forest Green-Sand	
	Dark Brown	Cobalt-Sand	
	Lime	ROPE	
		Red	



J B Owens Park

Holly Springs, GA

21-4979A.PWC

Sales Representative



Equipment Manufacturer





J B Owens Park
Holly Springs, GA
21-4979A.PWC

Sales Representative

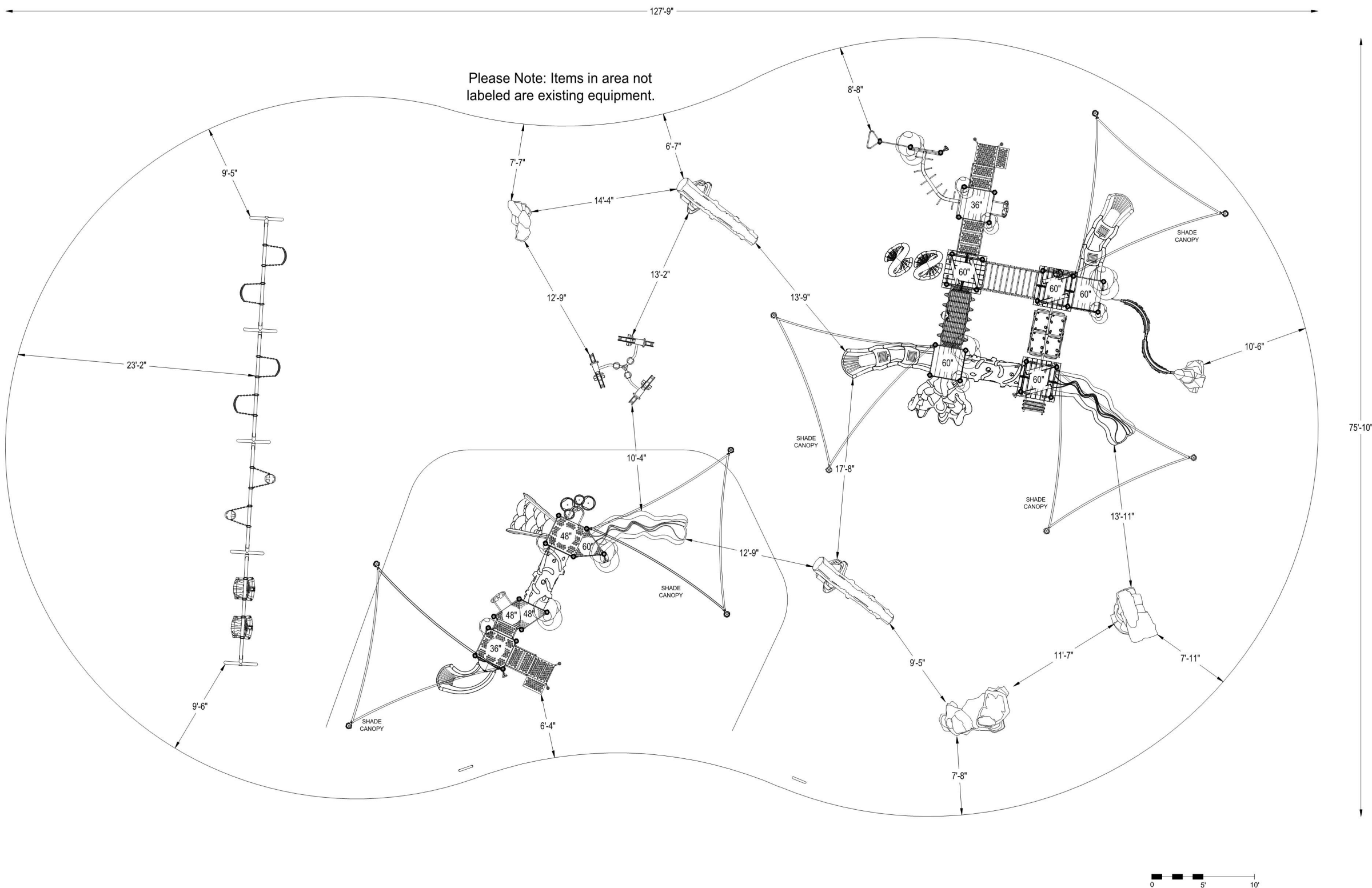


PLAYWORLD
The world needs play.

Equipment Manufacturer



PLAYWORLD
The world needs play.



*PLAYGROUND SUPERVISION REQUIRED



PLAYWORLD PREFERRED
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
1-800-459-7241

EQUIPMENT SIZE:
N/A

USE ZONE:
127'9" x 75'10"

AREA:
7,821 SqFt.

PERIMETER:
340 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
N/A

AGE GROUP:
2-12

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:
21-4979A.PWC

SCALE:
3/32"=1'-0"

DRAWN BY:
L.RICE

Paper Size

DATE:
24-MAR-21

B

J B OWENS PARK

HOLLY SPRINGS, GA

J B Owens Park

Design Number: 21-4979A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0058	3.5in OD x 172in STEEL POST W/RIVETED CAP	1
2	ZZCH0068	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	2
3	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	1
4	ZZPM0036	5in OD X 144in STEEL POST W/ RIVETED CAP	4
5	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	1
6	ZZPM0056	5in OD X 168in STEEL POST W/ RIVETED CAP	4
Roofs & Arches			
7	ZZCH9698	16ft SHADE CANOPY	5
Additional Tool & Maintenance Kits			
8	ZZUN1471	INSTALLER HARDWARE KIT	1
9	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
10	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
11	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	1

J B Owens Park

Design Number: 21-4979A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0058	1	3.5in OD x 172in STEEL POST W/RIVETED CAP	Certified	52.01			73	0	1.00	0.13	0
2	ZZCH0068	2	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	Certified	114.22			155	0	2.00	0.25	0
3	ZZPM0026	1	5in OD X 132in STEEL POST W/ RIVETED CAP	Certified	74.21			108	0	1.00	0.12	0
4	ZZPM0036	4	5in OD X 144in STEEL POST W/ RIVETED CAP	Certified	323.64			470	0	4.00	0.52	0
5	ZZPM0046	1	5in OD X 156in STEEL POST W/ RIVETED CAP	Certified	87.71			126	0	1.00	0.13	0
6	ZZPM0056	4	5in OD X 168in STEEL POST W/ RIVETED CAP	Certified	370.04			542	0	4.00	0.52	0
7	ZZCH9698	5	16ft SHADE CANOPY	N/A	361.50			7,104	0	7.50	0.00	0
8	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A				57				
9	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
10	ZZXX0678	1	LABEL KIT- COMPOSITE STRUCTURE - ASTM	N/A	0.04			TBD	0	0.08	0.00	0
11	ZZXXGNGUIC	1	GENERAL INSTALLERS GUIDE	N/A				1				
Totals:					1,383.37	257	526	8,725	0	20.58	1.66	0
					622.52 Kg	116 Kg	237 Kg	9 Metric Tons			1.26 m3	



J B Owens Park

Design Number: 21-4979A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref.	Unit	Total	Pre-Consumer	Post-Consumer	CO2e		Install	Concrete	Active
No. Part No.	ASTM Status	Weight (lbs)	Recycled (lbs)	Content (lbs)	Footprint (kgs)	Users	Hours	(Yds3)	Play Events
 ASTM F1487									
The lay-out for this custom playscape, design number 21-4979A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org . In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.									
 2010 ADA Standards for Accessible Design									
The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.									
 Installation Times									
Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]									
 Carbon Footprint									
The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.									
 Pre-Consumer Recycle Content									
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.									
 Post-Consumer Recycle Content									
A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.									
** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.									



**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
CITY OF HOLLY SPRINGS TREE COMMISSION; AND FOR OTHER PURPOSES**

WHEREAS, section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the city council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the council; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following board and commission nominees have agreed to be appointed to the Main Street Board:

Member	Board/Commission	Term Length	Term Expiration
Mandy Lynn	Tree Commission	8 months	12/21

WHEREAS, the terms of the members were designated to be one year, unless otherwise noted; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Tree Commission members are hereby appointed.

SO RESOLVED THIS 19th DAY OF APRIL, 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



BOARD AND COMMUNITY ORGANIZATION APPLICATION

On which Board or Community Group would you like to serve? Please indicate and label your first and second choice.

- ☐ Cherokee County Library Board of Trustees
- ☐ Downtown Development Authority/Urban Redevelopment Agency
- ☒ Holly Springs Tree Commission
- ☐ Parks & Recreation Authority
- ☐ Planning & Zoning Commission

Name Mandy Lynn
Home Address 163 Lake Reserve Way
City Holly Springs State GA Zip Code 30115
Home Phone _____ Unlisted? ☐ Yes ☐ No
Cell Phone _____ Email _____
Employer Self / Path & Post Occupation Realtor
Employer's Address 214 River Park North Dr
City Woodstock State GA Zip Code 30188
Business Phone _____ Website pathpost.com

- 1) Are you a registered voter in the City of Holly Springs?
Cherokee County? ☒ Yes ☐ No ☒ Yes ☐ No
- 2) How did you hear about the Board or Commission to which you are applying?
Brandi Hackett
- 3) Were you recommended or nominated by a sitting Commission/Board/City Council Member, or the Mayor? If so, please indicate who (not mandatory for consideration).
yes, Brandi Hackett
- 4) Please indicate any information (experience, education, community activities, organizations, etc) that you think should be considered for your appointment to a Board or Commission. Use additional paper and include a resume.
See attached
- 5) Are there any reasons you may have a conflict of interest if you were appointed to Board or Commission listed above? Use additional paper in necessary. If yes, please explain.
no

Signature [Signature] Date 3/10/21



Professional Profile & Skills

- Conflict Resolution
- Self-Directed
- Customer Focused
- Skilled Listener
- Critical Thinker
- Results Driven
- Problem Solver
- Highly Organized

Professional Experience

Path & Post Real Estate, Woodstock, GA
Seller Specialist

September 2014 to present

Achievements

- Over 200 Closed Transactions
- 49 5-star reviews on Zillow

Responsibilities

- Relationship building with potential clients to understand their transition
- Research comparable homes and create comparative market analysis for potential clients
- Educate consumers on market statistics, trends and strategies
- List property for sale
- Follow up on showings for feedback and make suggestions accordingly or overcome objections
- Present all offers to clients
- Preside over negotiations and advise clients on suitable courses of action
- Facilitate contract process to a successful closing

ERA Sunrise Realty, Canton, GA
Realtor

September 2013 to September 2014

Responsibilities

- Develop a marketing plan for clients designed to attract and address the needs of buyers
- Gather client information concerning their desired features in a home, financial ability, home types and neighborhoods of interest
- Identify properties for sale through the multiple listing service and present them to clients
- Pre-screen and qualify all potential buyers before allowing them onto a client's property
- Assist clients as they explore their financial options
- Present all offers to clients
- Preside over negotiations and advise clients on suitable courses of action

Cox Communications, Alpharetta, GA
Executive Assistant, VP, Technology Engineering

March 2008 to September 2013

Responsibilities:

- Provided general floor support for 75-100 employees and contractors
- Scheduled travel for multiple executives
- Processed all invoices and purchase order requisitions for department
- Completed expense reports for various executives
- Ordered supplies, catering, various items as directed and reconciled monthly statements
- Attended staff meetings, took minutes/action items and tracked for completion
- Planned and managed department team building events, quarterly meetings
- Compiled multiple spreadsheets and presentations for high level executives weekly
- Technology Administrative Team activities including team events, process improvement and standardization
- Trained new assistants to the Technology Team

Opteum Financial Services, Atlanta, GA
Market Research Manager, National Builder Division

August 2004 to March 2008

Achievements:

- Member, Institute of Residential Marketing
- Active member of the Sales and Marketing Council for the Greater Atlanta Homebuilders Association
- Working member of the Project Playhouse committee for HomeAid Atlanta

Responsibilities:

- Managed and executed a market research program for over 100 clients
- Maintained constant contact with current and potential clients through diverse marketing efforts
- Executed in-house market research through secondary sources well known for new home research in Atlanta
- Completed extensive field research with an emphasis on specific community performance, standards and location
- Compiled, analyzed and formed conclusions based upon primary and secondary research, market conditions and trends, and specific client needs
- Presented data and conclusions to current and potential clients

Patrick Malloy Communities, Carrollton, GA

November 2003 to August 2004

Contract & Closing Manager

Responsibilities:

- Attended all closings
- Reconciled contract specifications and pricing with internal database of homes, lots and homebuyers
- Evaluated vendors associated with the closing process and suggested improvements as needed
- Maintained constant contact with homebuyer, agents and all vendors associated with closing until homes were closed

Venture Homes, Marietta, GA

March 2001 to November 2003

Sales Agent, Contract & Closing Manager

Achievements:

- Certified in 7 Habits of Highly Effective People™
- Key member of a community team rewarded for exceeding customer satisfaction goals while maintaining the highest sales pace company wide
- VIC Award winner for outstanding internal customer service

Responsibilities:

Sales Agent

- Qualified potential homebuyer traffic while demonstrating model home and closed the sale through repeated homebuyer follow up
- Created and maintained competition analysis reports for on-going review of pricing, product, placement and promotion
- Participated in a team environment guided by customer focused principles to ensure smooth contract and closing processes for all homebuyers

Contract & Closing Manager

- Maintained constant communication with agents and all vendors involved in the closing process to ensure excellent customer satisfaction
- Attended all closings

Education

University of Georgia, Athens, GA

Bachelor of Arts, Sociology

1998

Community

Jr. Service League of Woodstock
(dissolved)
Co-chair, service projects

Cherokee Association of Realtors
Member

Indian Knoll ES & Dean Rusk MS
PTA
Chair, Holiday Shop
Co-Chair, 8th grade breakfast

AN ORDINANCE TO ADOPT THE OFFICIAL ZONING MAP OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. The Official Zoning Map of the City of Holly Springs, dated April 19, 2021 and attached to this ordinance, presented for public hearing at the March 11, 2021 Holly Springs Planning Commission meeting, recommended for approval by the Holly Springs Planning Commission at its March 11, 2021 meeting, and reviewed by Holly Springs City Council at its April 12, 2021 Work Session, be adopted in its entirety.

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and he does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 3. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 19th day of April, 2021.

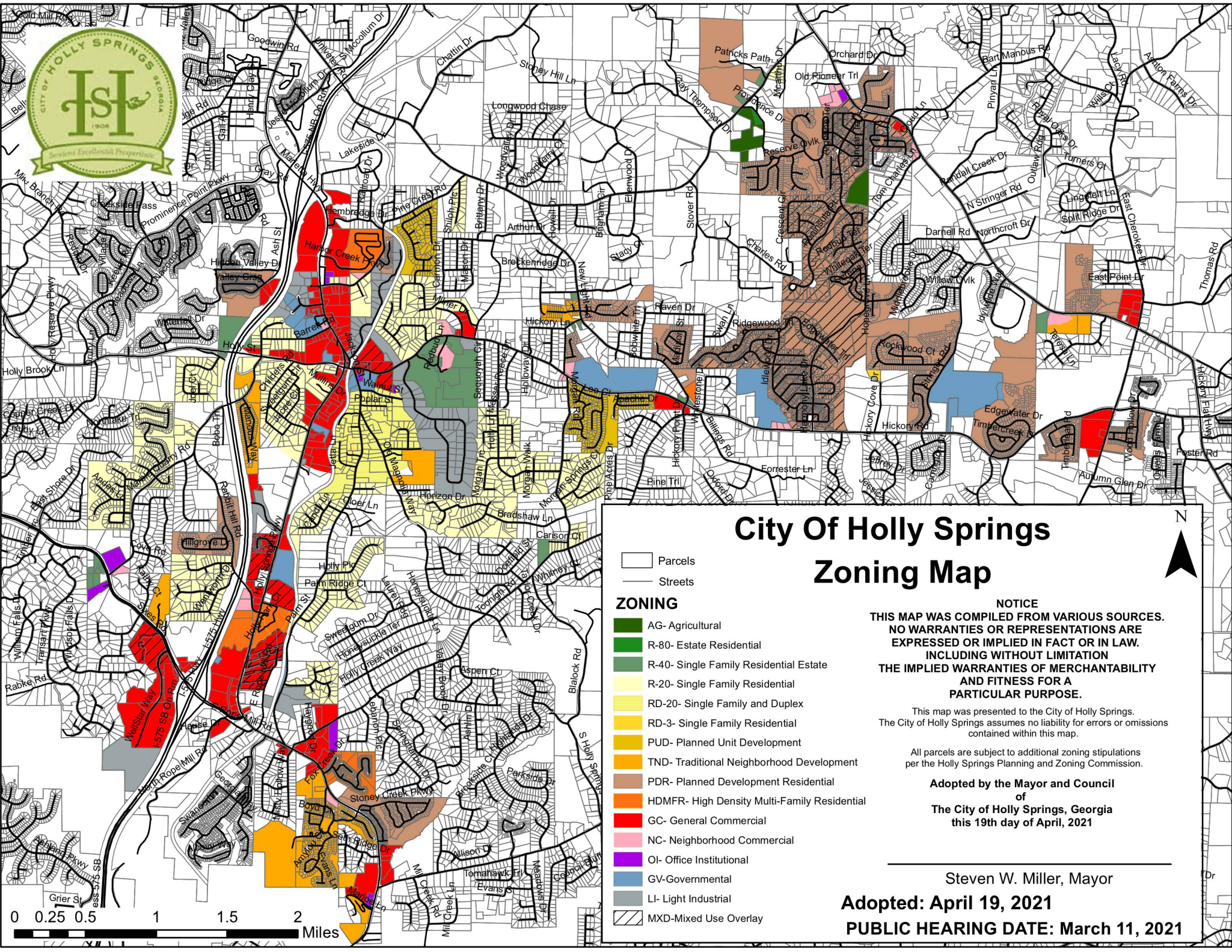
CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk

Seal:



City Of Holly Springs Zoning Map

- Parcels
Streets
- 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

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

This map was presented to the City of Holly Springs.
The City of Holly Springs assumes no liability for errors or omissions
contained within this map.

All parcels are subject to additional zoning stipulations
per the Holly Springs Planning and Zoning Commission.

**Adopted by the Mayor and Council
of
The City of Holly Springs, Georgia
this 19th day of April, 2021**

Steven W. Miller, Mayor

Adopted: April 19, 2021

PUBLIC HEARING DATE: March 11, 2021



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: DW-01-2021, applicant requests a design waiver from the requirements of Article 19: Design Guidelines for Model Zoning Districts for property located at South Village Square, Holly Springs, GA, tax parcel 001 of tax plat 15N20G

DATE: April 7, 2021

COUNCIL MEETING DATE: April 12, 2021

RECOMMENDATION

Applicant, Warren Mongillo, is applying for a design waiver to allow single family residential development on the last remaining lot of the south commercial village in Harmony on the Lakes Subdivision. It is located on the western end of South Village Avenue, parcel 002, tax plat 15N20G. The other sections of the south commercial village were converted to single family residential in 2013 and 2015. The applicant proposes to construct three homes on the property. The proposed site plan is attached.

Although the design guidelines for this section of Harmony permits mixed use developments, single family residential is not allowed without a design waiver. As noted in Article 19, Design Guidelines for Model Zoning Districts, Section 19.12-5.13(i) states:

Residential Component: Should a residential component be proposed for a site in this village, it must be part of a self-contained and combined mixed-use structure (ex. lofts over commercial). No standalone residential structures are permitted in this village. Multi-family is not a permitted use.

Although the Planning Commission generally makes decisions on design waivers, since the proposed use is one that is specifically not permitted in the model zoning district, this decision must be approved through City Council. Planning Commission will make a recommendation for this application.

Analysis

Article 19, Section 19.5-4, creates a framework for evaluating this request. In considering a waiver request, the Planning & Zoning Commission shall make any decision based on the following physical considerations:

- (a) the waiver is reasonable in light of the project's size, location, layout, topography, or other geographic feature;

The request is reasonable with surrounding development consisting of similar style. Topography and other geographic features are not relevant to this request.

- (b) the waiver will not result in any adverse impact on other properties in the applicable model zoning district; and

Although this property was designated for commercial or mixed use, it has not developed in that manner. In addition, no developments in the general area have developed commercially to support keeping the options open for this property to be developed with commercial or mixed use.

- (c) the waiver will not result in any adverse impact on the City's application of the design guidelines to other properties in the applicable model-zoning district.

The granting of this waiver should not adversely impact the City's application of the overlay district requirements. Surrounding development is similar in style.

The applicant has also responded to the above considerations—see attached application.

Planning Commission Recommendation

Planning Commission conducted a public hearing on March 11, 2021. No public comments were made. Planning Commission voted to recommend **APPROVAL** of the Design Waiver request (4-0).

Staff Recommendation

Staff recommends **APPROVAL** of the design waiver request to allow single family detached dwellings to be constructed with the following stipulations:

1. All single-family residential development within this section of the South Commercial Village will conform to the development standards of the Garden Row Neighborhood development as denoted in Section 19.12-5.11 of the Holly Springs Zoning Ordinance and shall be consistent with the architectural style of the homes constructed in Phase 3 of the Garden Row section of Harmony on the Lakes subdivision.
2. Development of this property shall include the installation of a rear loaded alley way to be connected to the existing alley way consistent with the development regulations with appropriate screening of the alley as viewed from Hickory Road. Builder/developer shall be required to install screening vegetation of like size and species as currently installed and along the Hickory Road frontage of Phase 3 of Garden Row prior to any building permit being issued. Screening/landscaping plan shall be approved by the Community Development Director and the City Arborist.
3. The area, if any, south and west of the new alley shall have Bermuda sod and irrigation installed similar to that which currently exists in Garden Row Phase 3 and shall be dedicated for greenspace.
4. Alley ways and greenspace shall be dedicated to HOTL@HSCA, Inc via quit claim deed and amendment to existing declarations and CC&Rs.
5. The existing alleys shall not be used as parking for construction vehicles, nor shall vehicles over 6 wheels shall be allowed.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

DW-01-2021 Location Map Design Waiver

Holly_Springs_Zoning_2020

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



125 62.5 0 125 Feet



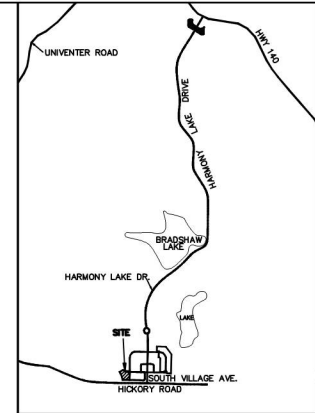
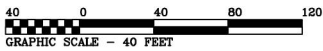
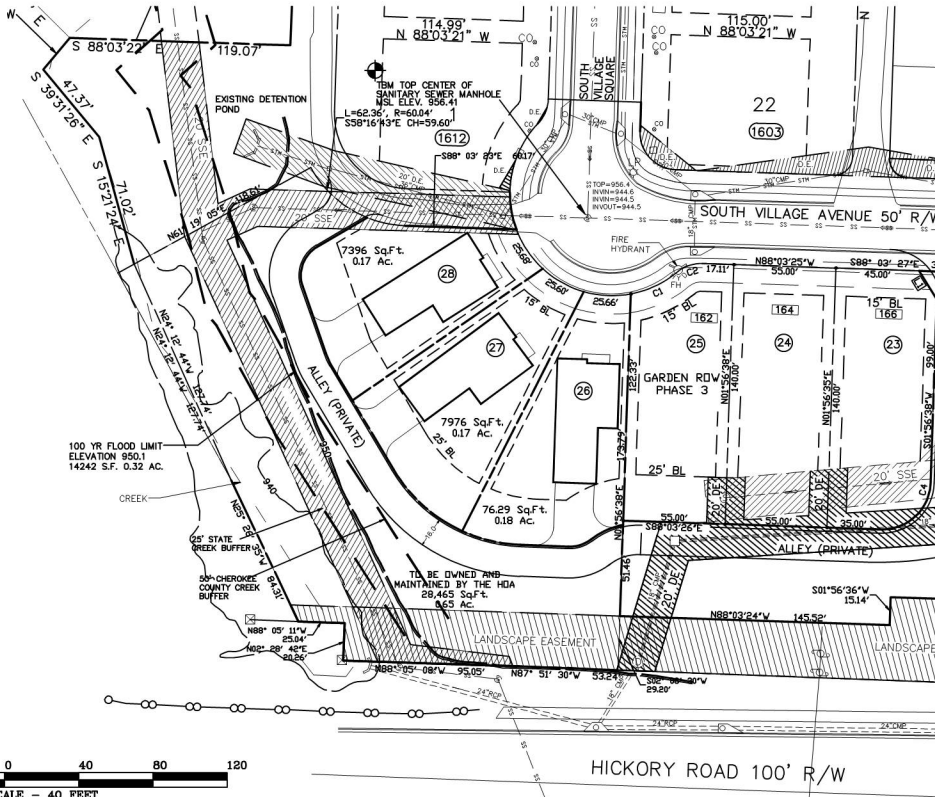
NORTH FROM STATE PLAIN
COORD. OBTAINED BY GPS

GARDEN ROW
PHASE FOUR
at
HARMONY ON THE LAKES

CONCEPTUAL PLAN
FOR

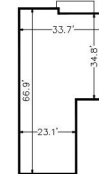
A MIXED USE DEVELOPMENT

ZONED MIXED USE CONDITIONAL
ZONING CASE # MA -02-03



GARDEN ROW PHASE 4 AREA = 1.18 ACRES	
100 YR FLOOD PLAIN AREA = 0.32 ACRES	
TOTAL NO. OF LOTS = 3 RESIDENTIAL	
DENSITY / YIELD = 3.48 LOTS PER ACRE RESIDENTIAL	
PRESENT ZONING: MIXED USE CONDITIONAL (MA-02-03)	
MIN. FRONT YARD = 15'	
MIN. SIDE YARD = 3.5 / 12' BUILDING SEPARATION	
MIN. REAR YARD = 25'	
MIN. LOT SIZE = 0.17 AC AVERAGE LOT SIZE = 0.17 AC	

OWNER
INDERJIT N. WASSAN
2114 McFARLIN LN.
MILTON GA 30004
15N20G 001



TYPICAL UNIT



CONCEPTUAL PLAN FOR:
GARDEN ROW PHASE FOUR
AT
HARMONY ON THE LAKES
LAND LOTS 388, 15TH DIST. 2ND SECT.
CHEROKEE CO. CITY OF HOLLY SPRINGS GEORGIA

JOB NO.	2021-22
DRAWN BY	MV
CHECKED BY	EV
DATE	03/10/21
SCALE	1"=40'

KV KREWSON, VICKREY
ENGINEERS & LAND SURVEYORS
P.O. BOX 859
MILTON, GA 30004
(770) 481-8953 Fax (770) 487-4363

REVISIONS	DATE

SHEET NO.

SHEET
1 of 1



DESIGN WAIVER APPLICATION

Application DW- 01-2021

Hearing Date _____

Date of Application Dec 29/20

Applicant WARREN MORGILL

Owner Inderjit Nandhra-Wassan

(If other than Applicant)

Address _____

Address _____

Zip Code _____

Phone _____

Zip Code _____

Phone _____

Email: _____

Mail: _____

Signature [Signature]

Signature [Signature]

Address/Location of Property 15N206001

Description of Design Waiver Requested

LOT 388 OF THE 15TH DISTRICT
2ND SECTION OF CHEROKEE COUNTY.

Justification/Reason for Request Need Zoning to Be

CONSISTANT WITH CURRENT ZONING TO
MAXIMIZE DENSITY ON EXISTING PROPERTY

***** Attach additional sheets as needed *****

The following information must be attached to completed application:

- ___ Warranty Deed
- ___ Tax Documentation
- ___ Survey Plat by Registered Surveyor
- ___ 3 copies of Site Development Plan by Registered Surveyor
- ___ Completed Attachment A
- ___ Completed SAVE form

Do Not Write Below Line

Planning Commission Decision

Approved _____

Denied _____

Stipulations _____

Attachment A

In considering a waiver request, the Planning and Zoning Commission shall make any decision for approval based on specific criteria as listed below. Please respond to each with regards to the request for a waiver.

- 1) The waiver is reasonable in light of the project's size, location, layout, topography, or other geographic feature.

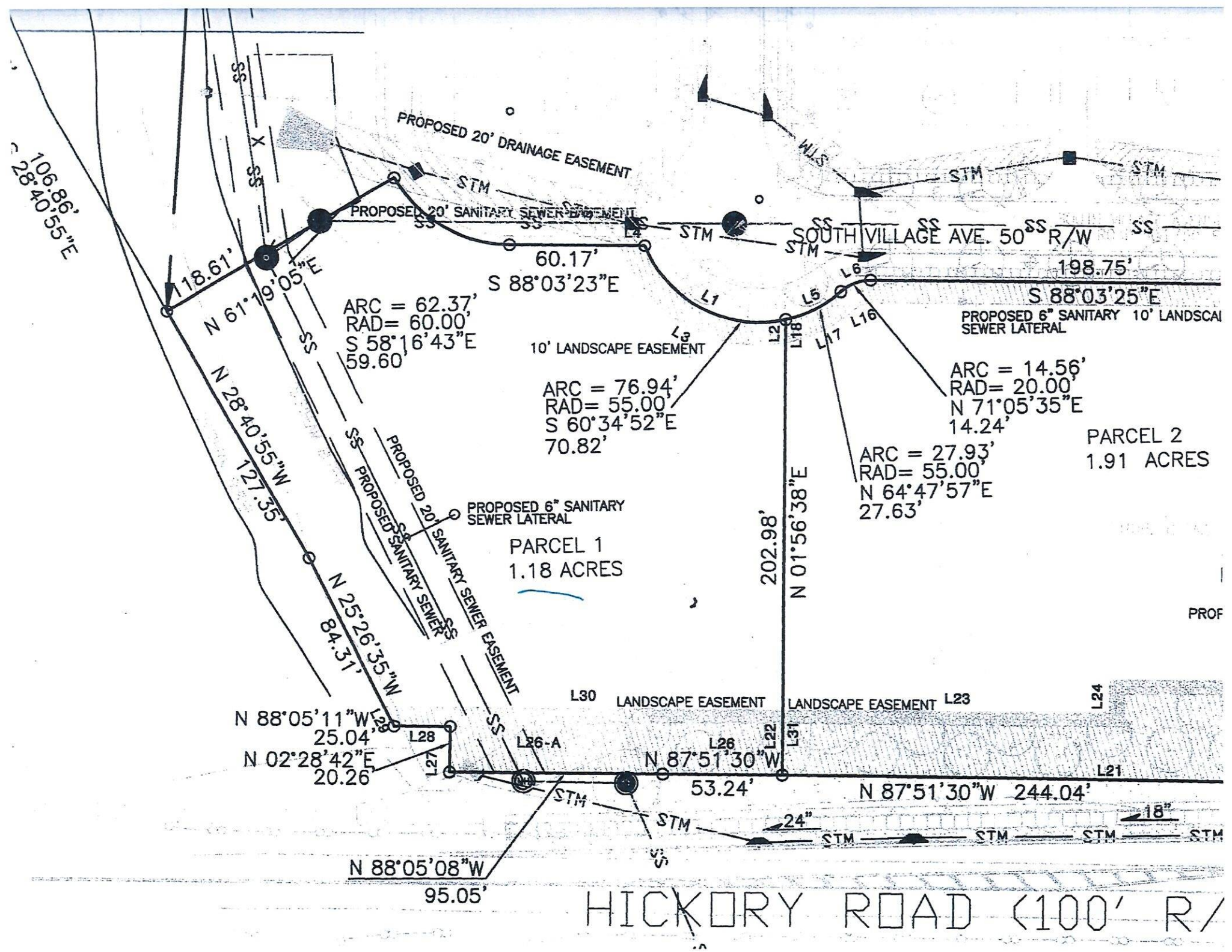
The project's size is similar to the existing structures on both sides of the property. The location is in harmony on the lake. Current usage single family & Attached Residential Dwellings. Topography lends it self to Residential occupancy with no unusual site work necessary for current usage.

- 2) The waiver will not result in any adverse impact on other properties in the applicable model zoning district.

The main usage of this property will be in compliant with existing zoning laws and will not impact any adjacent properties but will be built with similar materials and architectural themes as in existing community.

- 3) The waiver will not result in any adverse impact on the City's application of the design guidelines to other properties in the applicable model-zoning district.

The waiver request will ask that based on current zoning for Building Pads that the subject PAD will have the maximum allowable density for Residential Construction. It will not have any impact on design guidelines on properties within zoning district.



After recording, return to: J. Randall Frost
P. O. Box 3280
Gainesville, GA 30503

STATE OF GEORGIA

COUNTY OF HALL

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 19th day of May, 2006, between HOLLY SPRINGS MACAULEY ONE, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor") and INDERJIT WASSAN and INDERJEET WASSAN (hereinafter collectively referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lot 388 of the 15th District, 2nd Section of Cherokee County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "B", which Exhibit is incorporated herein.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

HOLLY SPRINGS MACAULEY ONE, LLC,
a Georgia limited liability company

By: The Macauley Companies, Inc., its
Manager

By:

Title:

(CORPORATE SEAL)

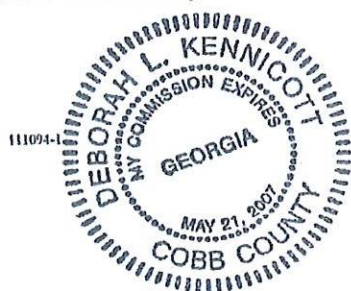


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 388 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as Parcel 1 on that certain Final Plat for Harmony on the Lakes Southside Village Phase 1 (Drawing No. 6 of 7), dated September 6, 2003, and last revised February 28, 2006, and recorded in Plat Book 90, Pages 123 through 123, Cherokee County, Georgia Records.

Together with and subject to covenants, easements, and restrictions of record.

TOGETHER WITH easement rights contained in the following:

- a. Declaration of Access and Utility Easements by Holly Springs Macauley One, LLC, dated April 21, 2003, recorded in Deed Book 6070, page 86, Cherokee County records; and
- b. Joint and Reciprocal Easement Agreement by and between Pulte Home Corporation and Holly Springs Macauley One, LLC, dated April 1, 2005, recorded in Deed Book 7817, page 157, aforesaid records.

11/09/1

COPY

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2006 and subsequent years not yet due and payable;
2. All licenses, easements and restrictions of record as of May 4, 2006;
3. Declaration of Covenants, Conditions and Restrictions for the Lakes at Holly Springs, dated April 21, 2003, recorded in Deed Book 6070, page 111, as amended, Cherokee County, Georgia Deed Records;
4. Declaration of Easements and Restrictions (South Village Commercial), dated April 12, 2006, recorded in Deed Book 8706, page 198, and Final Plat for Harmony on the Lakes Southside Village Phase 1 (Drawing No. 6 of 7), dated September 6, 2005, last revised February 28, 2006, and recorded in Plat Book 90, pages 123-129, aforesaid records;
5. All zoning, building and use laws, ordinances, rules and regulations of any governmental authority or quasi-governmental authority performing similar functions and having jurisdiction thereover;
6. All matters shown on any subdivision plat recorded, or to be recorded, with respect to the Property; and
7. Any state of facts, which a personal inspection and survey of the Property would show as of May 4, 2006.

(11109-1)

COPY

From: [Roger McIver](#)
To: [Indi Nandhra](#)
Cc: [Warren Mongillo](#)
Subject: Re: South side lot
Date: Friday, February 05, 2021 12:39:49 PM

Indi and Warren, per our telephone conversations earlier today, our Harmony On The Lakes at Holly Springs Community Association, Inc. supports single family development of the Wassan parcel. They are willing to waive the Restrictive "Montessori" Covenant to assist in seeing single family residences constructed there subject to your agreement to some recordable stipulations. They include:

The waiver is specific to this applicant, this builder/developer, and their retail buyers, and retail buyers assignees and or successors in title.

Project should be titled Garden Row phase 4 at Harmony on the Lakes at Holly Springs.

All plans shall be for single family residential units of architecture styles and net square footages equal to all existing homes built in Phase 3 of the Garden Row section of the HOTL South Village as previously approved by the Macauley Company.

All units shall have rear loaded garages only accessible from private alleys which shall be constructed by builder/developer to City of Holly Springs standards.

The new alley shall be connected to existing alleys and shall be dedicated to the HOTL@HSCA, Inc. via quit claim deed and amendment to the existing Declarations and CC&Rs

Existing alleys shall not be used as parking for construction vehicles, nor shall vehicles over 6 wheels be allowed.

All exterior light fixtures shall be fully shielded with LED lamps to meet International Dark Sky Association or equivalent organization standards.

Builder/developer shall be required to install screening vegetation of like size and species as currently installed along the Hickory Road frontage of Phase 3 of Garden Row prior to any building permit being issued.

The area, if any, south and west of the new alley shall have Bermuda sod and irrigation installed similar to that which currently exist in Garden Row Phase 3. This area to be dedicated to HOTL@HSCA, Inc via quit claim deed and amendment to existing Declarations and CC&Rs.

A remuneration sum over and above any legal fees to prepare and record waiver and any necessary Declaration, CC&R, or agreement amendments shall be paid to the Association.

Regards,

Roger Mc Iver

OBO HOTL@HSCA, Inc.





COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: MA-01-2021, applicant requests rezoning of 5.926 +/- acres located off of Univeter Road, Holly Springs, GA, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential, and R-40, Single Family Residential Estate, to R-40, Single Family Residential Estate

DATE: April 7, 2021

COUNCIL MEETING DATE: April 12, 2021

RECOMMENDATION

STAFF ANALYSIS

Applicant, Univeter Road Investments, LLC, has requested rezoning of 5.926 +/- acres located off of Univeter Road, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential and R-40, Single Family Residential Estate to R-40, Single Family Residential Estate.

A portion of this property is part of the existing Avery Creek Subdivision that was zoned in 2017. The remaining property, abutting the road, is already R-40 having been rezoned at the same time as the planned development. There are two existing homes on the property. Four additional homes are planned. Although the property appears to be one property, Tract 6 currently exists. Cherokee County combined the tracts for tax purposes and Tract 6 is considered to be a legal lot of record. For the remaining proposed lots, there will be some variances needed for the approval of the subdivision. Tract 1 is only accessible via a private road. Tract 5 is landlocked with a proposed access easement between Tracts 3 and 4. Planning Commission approved a variance to allow the access easement at its March 11, 2021 meeting. The variance information is attached.

Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-80 (County)	NORTH	SFR/Indian Knoll Elementary School
SOUTH:	R-80 (County)	SOUTH:	SFR
EAST:	R-80 (County) R-20	EAST:	SFR SFR
WEST:	PDR	WEST:	Avery Creek Subdivision

A. 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?

Surrounding development in the area includes single family residential uses. The proposed use consisting of single-family residential would be compatible with the surrounding area.

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

The proposed use would not adversely affect the existing use or usability of the adjacent properties.

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

The property, as currently zoned, would be allowed to develop with those uses associated with the R-40 zoning district for the front part of the property. The portion currently zoned PDR would not be developed since the total number of lots permitted in the previous zoning case are located within the remaining PDR 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?

At most, this would create 4 additional lots with shared access points.

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 Future Development Map identifies this property with the character area of Suburban Neighborhood. This character area corresponds with conventional suburban subdivisions with approximately 1/3-acre to 1-acre lots that have curvilinear streets. Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true “neighborhood” feel, as opposed to each tract being developed without consideration of connecting to abutting properties.

Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with

supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

Application: Existing and new single-family residential neighborhoods.

Primary Future Land Uses: Single-family detached residential

Zoning Districts: R-40, R-30, R-20, PD-R, TND

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 development, consisting of single-family residential use, is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Residential Uses. Use the character areas and the Future Development Map (FDM) to guide residential growth, steering appropriate densities to suitable locations. (8.1, #3)**
 - b) **Land Use Decisions. Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals (8.1, #22)**
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 on the property would be subject to 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?

Surrounding development consists of primarily residential uses and the existing use of this property is consistent with the area.

B. Summary

This application would rezone property back to a less intense zone; however, the property zoned PDR would not be able to be developed as zoned and the frontage zoned R-40 would probably be able to develop with one additional lot.

C. Planning Commission Recommendation

Planning Commission conducted a public hearing on March 11, 2021. No public comments were made. Planning Commission voted to recommend **APPROVAL** of the rezoning request (4-0).

D. Staff Recommendation

Staff recommends **APPROVAL** to rezone the proposed 5.926+/- acres to **R-40, Single Family Residential Estate** with the following stipulation:

1. The private street, Patrick's Path, shall be brought up to the City's private road standards prior to the issuance of any Certificate of Occupancy.
2. Any additional driveways on Univeter Road shall be permitted and approved through the Cherokee County Engineering Department.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

MA-01-2021 V-01-2021 Location Map Rezoning-R-40

PDR

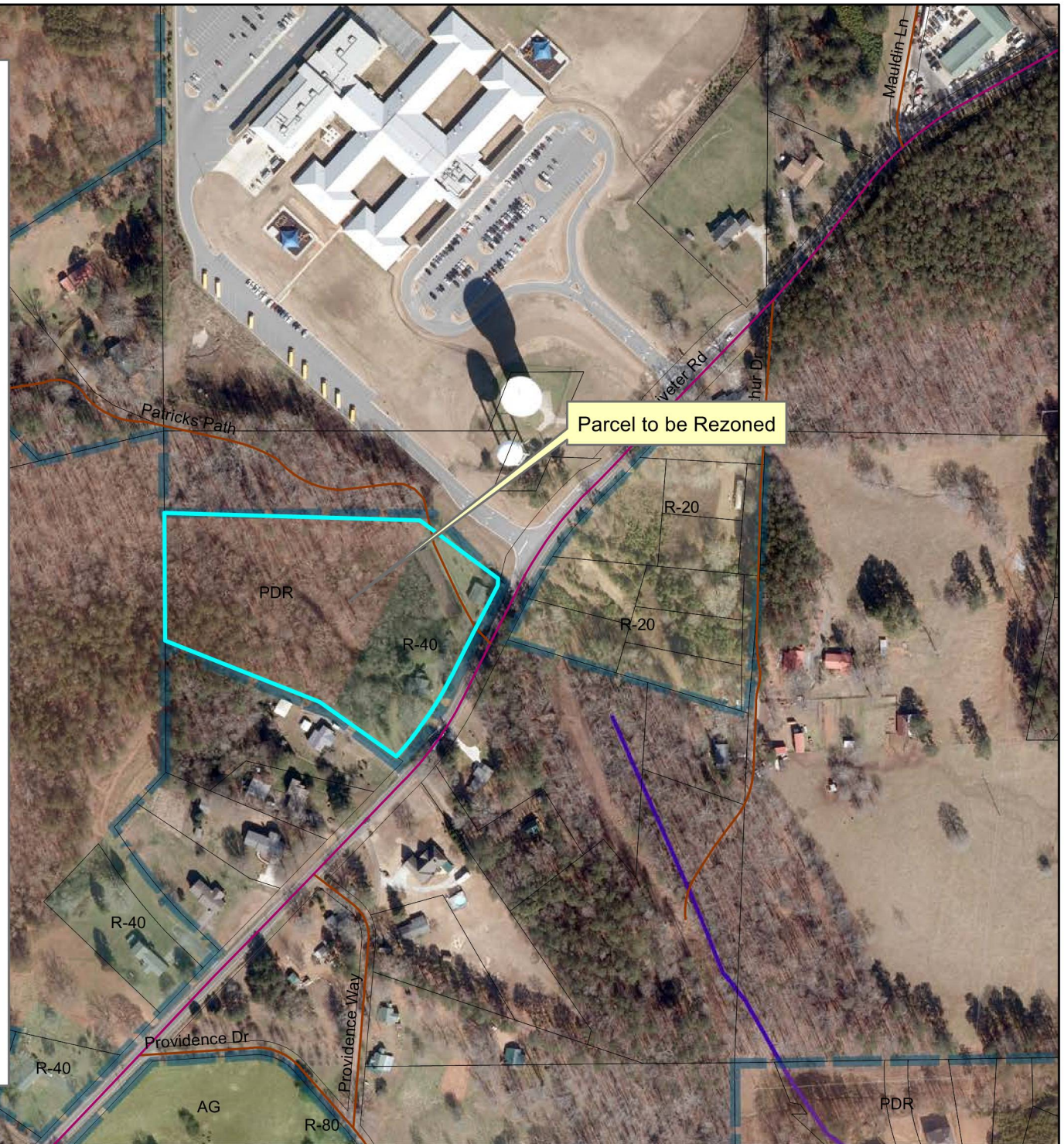
Holly_Springs_Zoning_2020

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



350 175 0 350 Feet



PROJECT No. 816016B

CURRENT PROPERTY OWNER:

UNIVETER ROAD INVESTMENTS, LLC
510 GILMER FERRY ROAD
BALL GROUND, GA 30107
770-605-6551

SITE NOTES:

TOTAL AREA - 5.926 ACRES
CURRENT ZONING - R40 & PRD
PROPOSED ZONING - R40
MIN LOT AREA - 40,000 S.F.
MIN LOT WIDTH - 100'
MAX LOT COVERAGE - 30%
MIN. HEATED AREA - 1,800 S.F.

BUILDING SETBACKS:

FRONT - 50'
SIDE - 15'
REAR - 30'

PROPERTY ADDRESS:

3573 UNIVETER ROAD
CANTON, GEORGIA 30115

PROPOSED VARIANCES

VARIANCE REQUESTED TO REDUCE MIN. LOT SIZE SERVED BY
AN ACCESS EASEMENT TO 0.90 ACRES AND TO REDUCE MIN.
ACCESS EASEMENT WIDTH TO 20'.

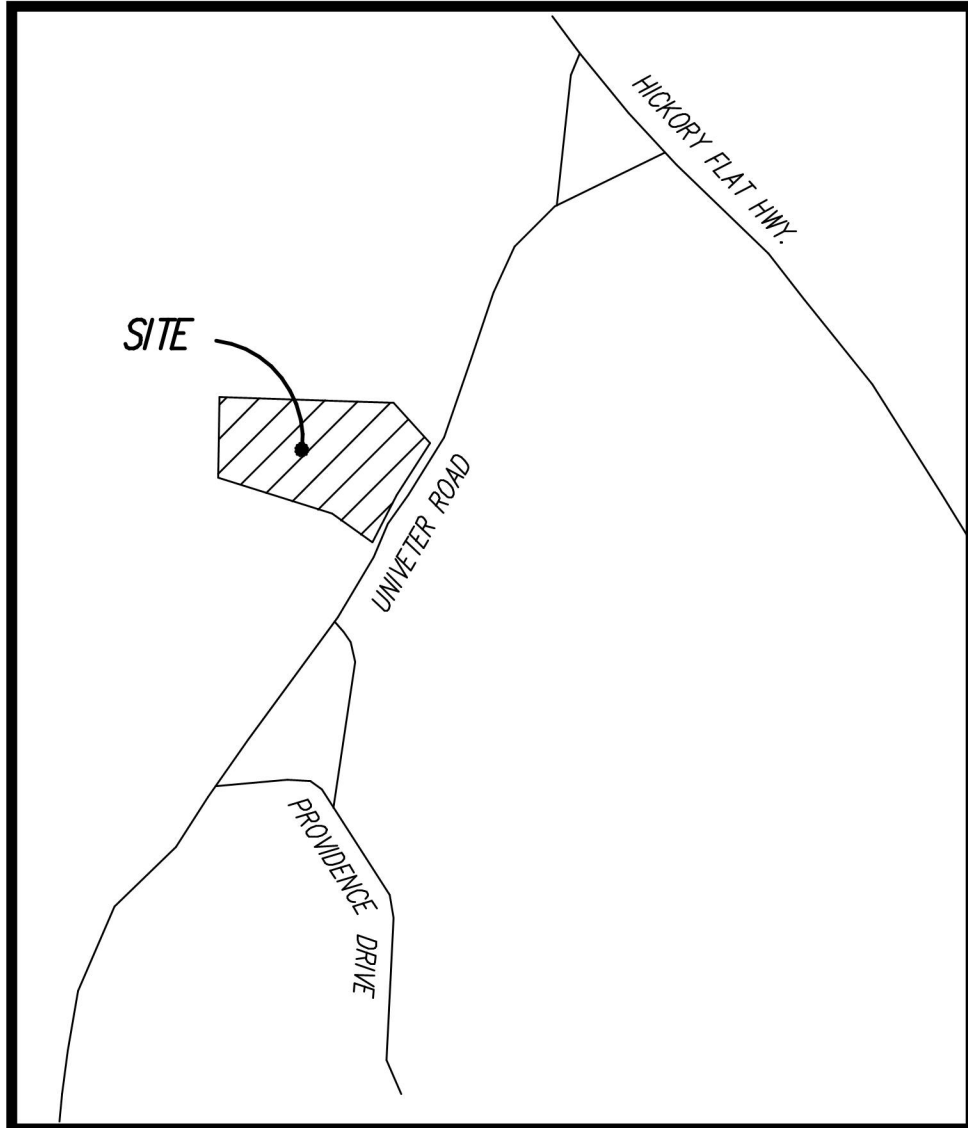
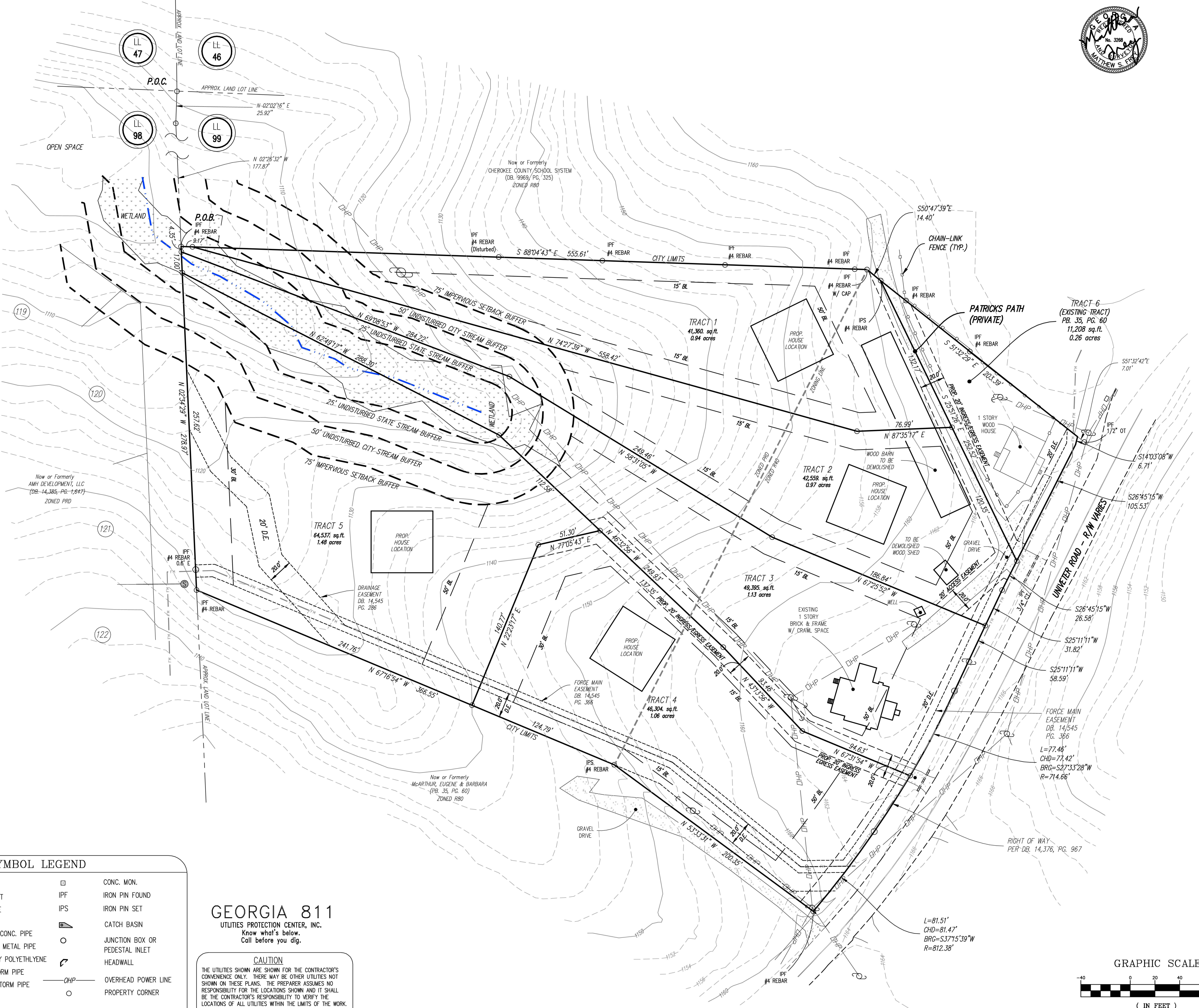
FLOOD INFORMATION:

THIS PROPERTY IS NOT LOCATED WITHIN A FEMA
100 YEAR FLOOD ZONE. ACCORDING TO FEMA
MAP 13057C0254D, DATED: SEPTEMBER 29, 2006

REFERENCE DEED & PLAT:

DB. 14203, PG. 21
PB. 35, PG. 60
DB. 14,545 PG. 286
DB. 14,544 PG. 366
DB. 14,376 PG. 967

INFORMATION REGARDING THE PRESENCE, LOCATION, AND SIZE OF
UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY IS BASED ON THE
ABOVE GROUND APPURTENANCES. NO CERTIFICATION IS MADE AS TO THE
ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING
UNDERGROUND UTILITIES AND STRUCTURES HEREON. THERE MAY BE OTHER
UTILITIES LOCATED ON THIS PROPERTY WHICH ARE NOT SHOWN ON THIS
SURVEY. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION
SERVICE MUST BE NOTIFIED PRIOR TO THE COMMENCEMENT OF ANY LAND
DISTURBANCE ACTIVITY OF ANY NATURE.



LOCATION MAP N.T.S.

SYMBOL LEGEND			
	WATER LINE		CONC. MON.
	FIRE HYDRANT		IRON PIN FOUND
	WATER VALVE		IRON PIN SET
	LIGHT POLE		CATCH BASIN
	REINFORCED CONC. PIPE		JUNCTION BOX OR PEDESTAL INLET
	CORRUGATED METAL PIPE		HEADWALL
	HIGH DENSITY POLYETHYLENE		OVERHEAD POWER LINE
	EXISTING STORM PIPE		PROPERTY CORNER
	PROPOSED STORM PIPE		
	FENCE LINE		
	POWER POLE		

GEORGIA 811
UTILITIES PROTECTION CENTER, INC.
Know what's below.
Call before you dig.

CAUTION
THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT
SHOWN ON THESE PLANS. THE PREPARER ASSUMES NO
RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL
BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE
LOCATIONS OF 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.

centerline
Surveying and Land Planning, Inc.
1800 Peachtree Industrial Blvd., Suite 200
Atlanta, Georgia 30329
PHONE: (770) 424-0028 FAX: (770) 424-3399

ZONING SITE PLAN FOR:
UNIVETER ROAD INVESTMENTS, LLC
LAND LOT 99, 15TH DISTRICT, 2nd SECTION
IN THE CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

NO.	DATE	BY	REVISION DESCRIPTION

DRAWN BY: JWB
CHECKED BY: MSF
DATE: 12-31-20
SCALE: 1" = 40'
PROJECT No.:
816016-ZONING



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- 01-2021

APPLICATION CUP- _____

HEARING DATE _____

DATE OF APPLICATION _____

APPLICANT Univeter Road Investments, LLC

OWNER Same as Applicant
(If other than applicant) _____

ADDRESS 510 Gilmer Ferry Road
Ball Ground, Georgia

ADDRESS _____

ZIP CODE 30107 PHONE [REDACTED]

ZIP CODE _____ PHONE _____

EMAIL [REDACTED]

SIGNATURE [Signature] Member

SIGNATURE _____

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

PRESENT ZONING DISTRICT(S) PDR & R-40

REQUESTED ZONING DISTRICT R-40

REQUESTED CONDITIONAL USE(S) None at this time

PROPERTY LOCATION/ADDRESS 3573 Univeter Road, Canton, GA 30115

MAP NUMBER 15N19

PARCEL NUMBER(S) 179

LAND LOT(S) 99

DISTRICT(S) 15 SECTION(S) 2

ACREAGE 5.926 SEWAGE DISPOSAL TYPE septic UTILITIES AVAILABLE yes

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: Applicant requests a down zone for PDR to R-40 for 5 proposed residential lots.

(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 FEE\$ _____ 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? YES, THERE ARE A NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS IN THE AREA.

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? NO, AS INDICATED THE PROPOSED USE FOR SINGLE FAMILY RESIDENTIAL IS VERY CONSISTENT WITH THE EXISTING USES IN THE AREA.

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? THE PROPERTY IS CURRENTLY ZONED PDR WITH CONDITIONS THAT HINDER THE PROPERTY'S ECONOMIC USE BY INCREASING DEVELOPMENT COSTS TO AN UNREASONABLE LEVEL.

(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? NO, THE PROPOSED USE WOULD ADD 5 SINGLE FAMILY RESIDENTIAL LOTS ON A COUNTY MAINTAINED ROAD, WITH SUFFICIENT INFRASTRUCTURE AND UTILITIES AVAILABLE. THE ADDITION OF A SMALL OF SCHOOL AGED CHILDREN ACROSS ALL GRADE LEVELS WILL RESULT IN A LOW IMPACT TO CURRENT SCHOOL ENROLLMENT.

(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)? YES, THE PROPERTY IS LOCATED IN SUBURBAN NEIGHBORHOOD CHARACTER AREA WHICH ALLOWS R-40 ZONING.

(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? YES, AS INDICATED THE PROPERTY IS IN THE SUBURBAN NEIGHBORHOOD CHARACTER AREA WHICH ALLOWS R-40 AND MORE DENSE LOT APPLICATIONS.

(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?
NO, IT IS EXPECTED THAT R-40 SINGLE FAMILY RESIDENTIAL WILL HAVE A MINIMAL IMPACT ENVIRONMENTALLY.

(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? AS CHEROKEE COUNTY AND THE CITY OF HOLLY SPRINGS CONTINUE TO GROW IT IS IMPORTANT TO PROVIDE A VARIETY OF HOUSING CHOICES AND LAND SIZES TO MEET THE DEMAND.

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: 1800 sq. ft.

Exterior façade: Brick, Rock, Wood, Hardi-plank

Maximum number of units: 5

Anticipated start date: Unknown

Anticipated completion date: Unknown

Commercial

Number of buildings: _____

Maximum square footage: _____ sq. ft.

Number of stories: _____

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 x _____ 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 x _____ 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 x _____ 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 x _____ NO

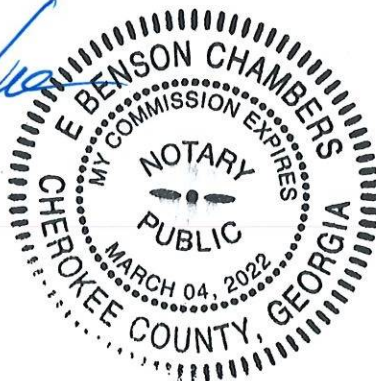
12/8/20
DATE

Univeter Road Investments, LLC, by
APPLICANT NAME PRINTED

APPLICANT SIGNATURE
Member

NOTARY

Seal:



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

UNIVETER ROAD
INVESTMENTS LLC

BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2020-111937	11/15/2020	\$0.00

Map: 15N19 179
Location: 3573 UNIVETER RD

Payment Good through: 12/07/2020

Print Date
: 12/07/2020

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.cherokee.ga.com ** Please note: There is a 3% Merchant Fee charged. (This fee is not collected by Cherokee County.)



Tax Payer: UNIVETER ROAD INVESTMENTS LLC

Map Code: 15N19 179 REAL

Description: LL 99 DIST. 15

Location: 3573 UNIVETER RD

Bill No: 2020-111937

District: CITY OF HOLLY SPRINGS 004

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
54,500.00	115,200	5.8700	169,700	11/15/2020			12/07/2020	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	169,700.00	67,880.00	0.00	67,880.00	5.212	353.79	0.00	\$353.79
SCHOOL M&O	169,700.00	67,880.00	0.00	67,880.00	18.450	1,252.39	0.00	\$1,252.39
SCHOOL BOND	169,700.00	67,880.00	0.00	67,880.00	1.000	67.88	0.00	\$67.88
PARKS BOND	169,700.00	67,880.00	0.00	67,880.00	0.461	31.29	0.00	\$31.29
TOTALS					25.123	1705.35	\$0.00	\$1,705.35

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	\$1,705.35
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1705.35
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/13/2020

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

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF CHEROKEE

FILE #: 171347

THIS INDENTURE made this 10th day of August, 2017, between Ernestine McArthur, of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Univeter Road Investments, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

See Exhibit "A" attached hereto and incorporated herein by reference thereto.

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

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

AND THE SAID party of the first part, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its heirs, successors and/or assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

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

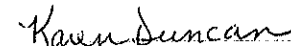
Signed, sealed and delivered in presence of:



Witness



Ernestine McArthur



Notary Public



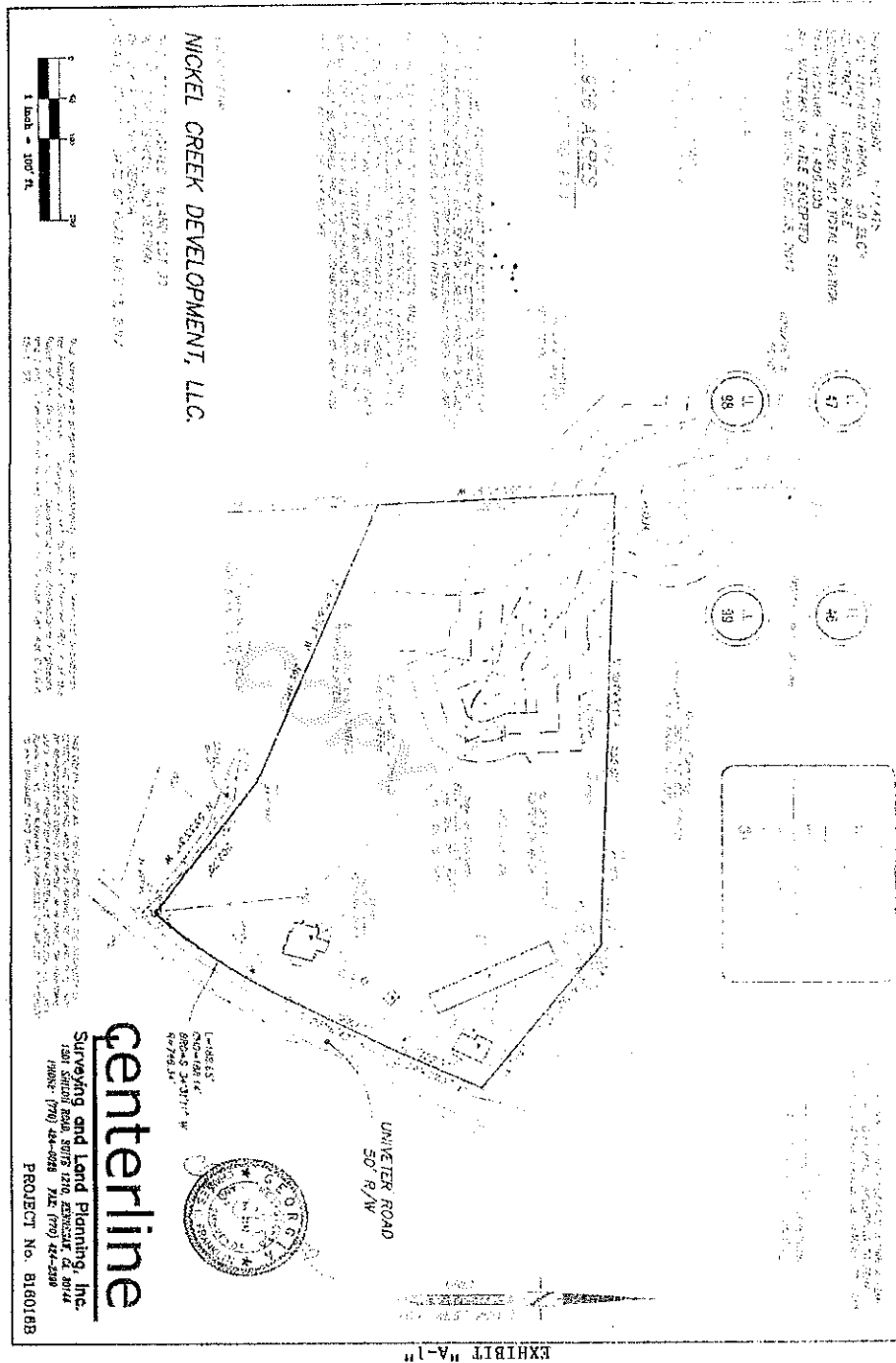
E MC

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being located in Land Lot 99 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING** commence at an iron pin found (1-1/2" open top pipe) which is the common corner of Land Lots 46, 47, 98 and 99 of the said 15th District, and running thence S02°02'16"W along the west line of Land Lot 99 for a distance of 25.92 feet to an iron pin found (1-1/2" open top pipe); running thence S02°26'32"E and continuing along the west line of Land Lot 99 for a distance of 177.87 feet to an iron pin found (#4 rebar) which is the **TRUE POINT OF BEGINNING**; having thus established the **TRUE POINT OF BEGINNING** leaving said Land Lot line and running S88°04'43"E for a distance of 555.61 feet to an iron pin found #4 rebar; thence running S50°44'20"E for a distance of 14.27 feet to an iron pin set (#4 rebar) thence running S51°32'42"E for a distance of 210.53 feet to an iron pin found (1/2" open top pipe) located on the northwesterly right-of-way of Univeter Road (50' right-of-way); thence running S24°40'09"W along the northwesterly right-of-way of Univeter Road for a distance of 122.91 feet to an iron pin found (3/4" crimped top pipe); thence running S27°16'43"W along the northwesterly right-of-way of Univeter Road for a distance of 129.85 feet to a point; thence running in a southwesterly direction along the northwesterly right-of-way of Univeter Road and following the curvature thereof along a curve to the right for an arc length of 188.65 feet (said arc being subtended by a chord of S34°31'11"W - 188.14 feet and having a radius of 746.34 feet) to an iron pin found (#4 rebar); thence leaving said right-of-way and running N53°33'31"W for a distance of 202.79 feet to an iron pin set (#4 rebar); thence running N67°16'54"W for a distance of 366.55 feet to an iron pin found (#4 rebar) located on the west line of Land Lot 99; thence running N02°34'29"W along the west line of Land Lot 99 for a distance of 278.97 feet to an iron pin found (#4 rebar) which is the **TRUE POINT OF BEGINNING**. Said tract contains 5.926 acres (±258,162 sq. ft.), as shown on plat of survey for Nickel Creek Development, LLC, prepared by Centerline Surveying and Land Planning, Inc., bearing the seal of Charles C. Franklin, Georgia RLS dated July 13, 2017, a copy of said plat being labelled Exhibit "A-1" attached hereto and incorporated herein by reference thereto.



E.M.C.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: CUP-02-2021, applicant requests a conditional use permit for a Massage Therapy Establishment for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14

DATE: April 7, 2021

COUNCIL MEETING DATE: April 12, 2021

RECOMMENDATION

STAFF ANALYSIS

Applicant, Wei Hong Liu, has requested a Conditional Use Permit for a Massage Therapy Establishment, for property located at 2210 Holly Springs Parkway, parcel 038 of tax plat 15N14. The property is zoned GC, General Commercial.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC/MXD	NORTH:	Walmart
SOUTH:	GC/LI	SOUTH:	Commercial/Industrial Development
EAST:	GC	EAST:	Sutherlin Nissan
WEST:	PD-Mixed use	WEST:	SFR/Utility

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?

The property is already developed. The applicant would occupy a suite in the existing building.

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

The property is zoned GC and this use is an allowed use subject to conditional use permit approval. As currently zoned, all permitted uses within the GC zoning district would be allowed.

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 will not result in a use that would cause an excessive or burdensome use of utilities, streets, or other public services. It will have no impact on the local school system.

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 character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. It also characterizes State Route 140 (Hickory Flat Highway), an arterial that traverses Cherokee County and is an emerging commercial corridor. East Cherokee Drive at the intersections of Hickory Road and State Route 140 is also designated as “Parkway Corridor.” The Parkway Corridor is intended to provide primarily a commercial service function, i.e. retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high density multi-family residential component.

Application: Existing and new commercial and high density multifamily residential

Primary Future Land Uses: office, retail, service, high density multi-family residential

Zoning Districts: HDMFR, PD-C, NC, GC, OI, GV

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?

No further development of the property has been planned.

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?

No additional conditions exist affecting the proposed use at this time.

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 Massage Therapy Establishment requires the following regulations to be met:

5.4-30 Massage Therapy and Bodywork Therapy Establishments. All applicants seeking to practice Massage Therapy and/or operate a Bodywork Therapy Establishment and Day Spa shall, in addition to an application for a conditional use permit, when applicable, shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) Massage Therapy, Massage Therapy Establishments, Bodywork Therapy, and Bodywork Therapy Establishments are conditional uses in the City of Holly Springs and are required to apply for and receive a Conditional Use permit from the City Council after complying with Article IX, Chapter 22 of the Code of the City of Holly Springs; except as provided in “(b).”
- b.) Massage Therapy in compliance with Article IX, Chapter 22 of the Code of the City of Holly Springs, is considered a permitted use under the following conditions:
 1. Massage Therapy Ancillary Services, defined as:
 - i. Massage Therapists working under the supervision of a State of Georgia licensed cosmetologist, as an ancillary use for a hair salon. See “(d)” below; and
 - ii. Massage Therapists working under the supervision of a State of Georgia licensed physician, chiropractor, or physical therapist, providing massage therapy as an ancillary use to the primary business activities (“medical ancillary use”). Under this use, no more than one (1) massage therapist shall be employed to every one (1) State of Georgia licensed physician, chiropractor, or physical therapist, up to three (3) massage therapists.

2. Massage Therapy Ancillary Services are not considered massage therapy establishments and upon revocation, dissolution, or expiration of the primary business activity occupation tax permit, the massage therapy activities shall cease and the business site shall not be considered a legally non-conforming location for massage therapy.
- c.) All Massage Therapy uses, conditional and permitted, and all bodywork therapy uses shall provide evidence that the proposed premises, whether new construction, renovation, or remodel, shall meet the following standards:
1. The premises proposed for the establishment shall be in compliance with all applicable and current building, fire, electrical, plumbing, public health, safety, and zoning laws, as amended; and
 2. Adequate equipment for disinfecting and sterilizing any instrument used for massage shall be provided; and
 3. In addition to the minimum lighting required by the applicable building code, at least one (1) artificial light of not less than sixty (60) watts shall be provided in each enclosed room or booth of the massage establishment and shall be lit during the administration of massage; and
 4. Hot and cold running water shall be available on the premises; and
 5. Closed cabinets shall be utilized for the storage of clean linens; and
 6. Dressing and toilet facilities shall be available for customers in compliance with applicable building codes, now and as amended.
 7. All walls, ceilings, floors, steam or vapor rooms and other physical facilities for the establishment shall be kept in good repair and maintained in a clean and sanitary condition; and
 8. Sanitary towels and linens shall be provided for customers receiving massage services and shall be laundered following use by each individual customer; and
 9. Two way or reversible mirrors are expressly prohibited; and
 10. Doors. All front, reception, hallway or front exterior doors (except back or rear exterior doors used for employee entrance to and exit from the massage establishment) shall be unlocked during business hours, unless some other arrangement related to safety has been made with the police department. No massage may be given within any cubicle, room, booth or any area, which is fitted with a door capable of being locked, unless the only door is an exterior door.
 11. Dark, smoky, or otherwise opaque glass is prohibited for all windows on any portion of the structure façade. Lightly tinted or shaded glass is permitted unless the reflective qualities completely eliminate the visibility into the structure; and

12. If a facility is proposed for construction or if the exterior of an existing structure is proposed for remodeling as part of a renovation to house the establishment, applicant must provide conceptual design drawings of the front, rear, and side facades of the structure proposed to house the massage establishment. Said façade designs must comply with the codes of the City of Holly Springs. All façade and exterior designs must be submitted to the Mayor and Council for final and binding approval with the Conditional Use Permit (CUP); and
 13. A floor plan of the proposed facility must also be submitted, identifying general layout of the establishment and, where applicable, the features required by this code section.
 14. Prior to the issuance of a Certificate of Occupancy (C.O.) or occupational tax permit for the establishment or use, the Chief Building Official must inspect the premises to ensure compliance with this code section for all uses under this article.
- d.) Massage Therapy Services (as a hair salon ancillary service). A massage therapist holding an active state massage therapy license issued by the Georgia Board of Massage Therapy may operate and perform services as an ancillary service offered by a hair salon or establishment primarily in the business of providing hair-related services as defined under the “Cosmetology Establishments” definition, Article 2. Said massage therapist shall operate under the direct supervision of a State of Georgia licensed cosmetologist, with current occupation taxes paid to the City of Holly Springs, under the following conditions:
1. The massage therapist seeking to operate as an ancillary service under the supervision of a State of Georgia licensed cosmetologist must first comply with Article IX, Chapter 22, of the Official Code of the City of Holly Springs; and
 2. The State of Georgia licensed cosmetologist seeking to employ a massage therapist as an ancillary service to their primary business function, must possess a valid business license from the City of Holly Springs, with current occupation taxes paid. The primary business function of the cosmetology establishment shall be a hair salon or principally provide hair-related services as defined under the “Cosmetology Establishments” definition; and
 3. A hair salon or hair-related services establishment shall employ a minimum of two (2) full-time employees or independent contractors not engaged in providing massage services to be eligible to hire one (1) full-time massage therapist. Additionally, said establishment shall employ no more than one (1) full-time massage therapist for every two (2) full time employees or independent contractors, up to a maximum of three (3) full-time massage therapists. (ex.- two full time non-massage therapist employees or independent contractors = one massage therapist; four full time non- massage therapist employees or independent contractors = two massage therapists; six full time non- massage therapist employees or independent contractors = three massage therapists).
 4. Each massage therapist employed by a hair salon or hair-related services establishment, under the direct supervision of a State of Georgia licensed cosmetologist, shall also be required to apply for and receive a business license from

the City of Holly Springs, paying the requisite occupation taxes. Said occupational taxes shall be paid yearly to remain current.

5. Hair salons or hair-related establishments seeking to employ more than three (3) massage therapists, shall be considered “Massage Therapy Establishments” and are required to apply for and seek a conditional use permit from the Mayor and City Council.
6. All other facility requirements under “c.” above shall also be required prior to issuance of the C.O. or occupational tax permit.

D. Summary

The proposed conditional use permit request for a Massage Therapy Establishment 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. The development is in compliance with the Future Land Use Plan, Future Development Map, and with the objectives of the Comprehensive Plan.

E. Planning Commission Recommendation

Planning Commission conducted a public hearing on March 11, 2021. No public comments were made. Planning Commission voted to recommend **APPROVAL** of the Conditional Use Permit request (4-0).

F. Staff Recommendation

Based on the preceding analysis, Staff recommends **APPROVAL** of the Conditional Use Permit for a **Massage Therapy Establishment**.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

**CUP-02-2021
Location Map
CUP Request**

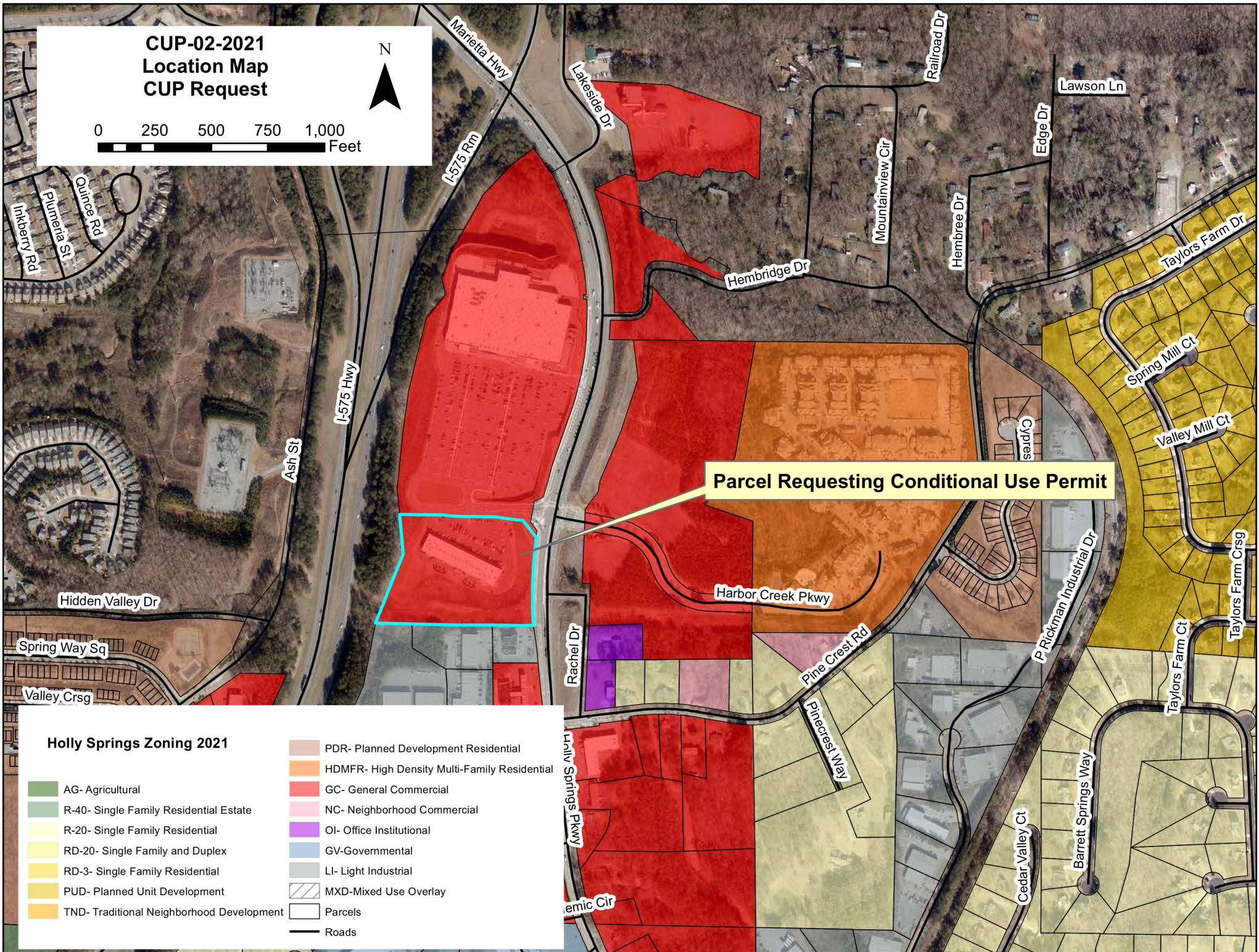


0 250 500 750 1,000
Feet

Parcel Requesting Conditional Use Permit

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 |





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- 02-2021

HEARING DATE _____

DATE OF APPLICATION 01/08/2021

APPLICANT Wei Hong Liu

OWNER Bright-Meyers Holly Springs Associates L.P.
(If other than applicant) _____

ADDRESS _____

ADDRESS 5881 Glenridge Dr. Suite 220
Atlanta, Ga.

ZIP CODE _____ PHONE _____

ZIP CODE 30328 **PHONE** _____

EMAIL _____

SIGNATURE Wei Hong Liu

SIGNATURE [Signature]
Vice President

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

PRESENT ZONING DISTRICT(S) GC

REQUESTED ZONING DISTRICT _____

REQUESTED CONDITIONAL USE(S) Massage Store

PROPERTY LOCATION/ADDRESS 2210 Holly Springs Pky, Canton, GA 30115 Unit 122 1200SF

MAP NUMBER 15N14

PARCEL NUMBER(S) 015N14-00000-038-000-0000 038

LAND LOT(S) _____

DISTRICT(S) _____ SECTION(S) _____

ACREAGE 7.3 AC SEWAGE DISPOSAL TYPE _____ UTILITIES AVAILABLE _____

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____

I want to open a massage store on 2210 Holly Springs Pky, Canton, GA 30115 Unit 122 1200SF.

(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 \$ _____ RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

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

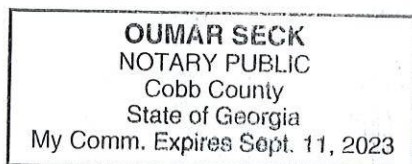
1/26/2021
DATE

WEZ HONG LIN
APPLICANT NAME PRINTED

WEZ HONG LIN
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:



ATTACHMENT B

For Conditional Use Permit Requests, please answer the following questions on a separate sheet of paper.

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.
2. State the proposed business name, brand, flag, and/or franchise.
3. Explain in detail what services the proposed conditional use business will provide.
4. Has a business plan or model been completed for this proposed conditional use business?
5. Why was this specific location chosen for this proposed establishment?
6. What is the projected date that the proposed conditional use business will open?
7. How many employees are expected to work at the proposed conditional use business?
8. What are the expected hours of operation for the proposed conditional use business?
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?
10. Does the proposed conditional use business conform with the nearby uses already in existence?
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?
12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties?
13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?
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?
15. Will the business have adequate facilities and parking to accommodate the proposed use?
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?

ATTACHMENT B

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.
2. State the proposed business name, brand, flag, and/or franchise.
Business name: You Massage
3. Explain in detail what services the proposed conditional use business will provide.
It will provide the body massage and foot massage.
4. Has a business plan or model been completed for this proposed conditional use business?
Yes, it has a business plan.
5. Why was this specific location chosen for this proposed establishment?
I chose this location because it's next to some restaurants and Walmart and easy to find by customers.
6. What is the projected date that the proposed conditional use business will open?
The proposed conditional use business will open in August.
7. How many employees are expected to work at the proposed conditional use business?
I will hire one employee to work at the proposed conditional use business.
8. What are the expected hours of operation for the proposed conditional use business?
It will open from Monday to Sunday at 10 am – 9 pm.
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?
It will require a business license and massage license.
I already have a massage license, and I will apply for the business license once my CUP form is approved.
10. Does the proposed conditional use business conform with the nearby uses already in existence?
Yes, the proposed conditional use business conforms with the nearby uses already in existence.
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?
I could not find any feasibility study conducted that provides evidence that the local market demands such a business use. However, the establishment of the nearby massage stores can reflect the local market demands.
12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent Properties?
No, it will not create a nuisance or disturbance to nearby or adjacent properties.

13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?

Yes, it is similar the nearby establishment already in existence.

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, the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area.

15. Will the business have adequate facilities and parking to accommodate the proposed use?

Yes, the business will have adequate facilities and parking to accommodate the proposed use.

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?

Yes, the nearby neighborhood residents and local pedestrians could be expected to frequent this proposed business establishment without the use of an automobile.

#11(a)

After recording, return to
Isabel M. Garcia, Esq.
Piedmont Law Group
of Garcia & Van Dwyne LLC
3524 Habersham at Northlake
Tucker, GA 30084 - (404) 460-4466

GENERAL WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Cherokee

THIS INDENTURE, made as of the 8th day of MARCH in the year 2013 between **Roller Bearing Company of America, Inc.**, a Delaware corporation, as party or parties of the first part, hereinafter called GRANTOR, and **Bright-Meyers Holly Springs Associates, L.P.**, a Tennessee limited partnership, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its or their heirs, successors or assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

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

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 8th day of March, 2013,
in the presence of:

ROLLER BEARING COMPANY
OF AMERICA, INC.,
a Delaware corporation

Jamire J. Justin
Unofficial Witness
Starla Todd
Notary Public

BY:

MJ Hartnett
Name: Michael J. Hartnett
Title: President/CEO

STARLA TODD ATTEST:
My commission expires: **NOTARY PUBLIC**
MY COMMISSION EXPIRES SEPT. 30, 2016

Thomas J. Williams
Name: Thomas J. Williams

[NOTARY SEAL]

(CORPORATE SEAL)

EXHIBIT "A"

RBC Tract

All that tract of parcel of land lying and being in Land Lot 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point in the westerly right of way of Hiram Way Thence, N 80° 48' 24" W for a distance of 34.57 feet to an existing iron pipe; Thence, S 76° 36' 42" W for a distance of 93.16 feet to an existing iron pipe; Thence, N 70° 14' 08" W for a distance of 99.85 feet to a point; Thence, N 00° 48' 57" E for a distance of 407.42 feet to an existing iron pipe; Thence, N 75° 55' 55" E for a distance of 104.01 feet to a point; Thence S 13° 58' 08" E a distance of 464.10 feet to the point of BEGINNING, containing 1.630 acres.

The property described herein is shown as the Roller Bearing Company of America, Inc. parcel on the ALTA/ACSM Land Title Survey prepared for Bright-Meyers Holly Springs Associates, L.P. by James S. Murphy, PLS L-2492 of Murphy Geomatics dated November 9, 2012

#6 (a)

After recording, return to
Isabel M. Garcia, Esq.
Piedmont Law Group
of Garcia & Van Dwyne LLC
3524 Habersham at Northlake
Tucker, GA 30084 - (404) 460-4466

GENERAL WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Cherokee

THIS INDENTURE, made as of the 8th day of MARCH in the year 2013 between **Studio 5, Inc., a Georgia corporation**, as party or parties of the first part, hereinafter called GRANTOR, and **Bright-Meyers Holly Springs Associates, L.P., a Tennessee limited partnership**, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its or their heirs, successors or assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

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

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25 day of Feb, 2013,
in the presence of:

Crystal G Cantrell
Unofficial Witness

Hannah M. Smith
Notary Public

My commission expires:

March 23, 2014

[NOTARY SEAL]



STUDIO 5, INC.,
a Georgia corporation

BY:

Jennifer Davis
Name: Jennifer Davis
Title: President

ATTEST:

Majesty M. [Signature]
Name: Majesty M. [Signature]

(CORPORATE SEAL)

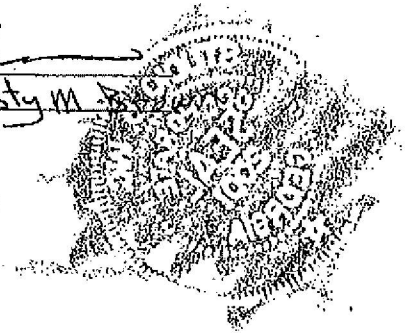


EXHIBIT "A"

Studio 5 Tract

All that tract of parcel of land lying and being in Land Lot 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at an existing iron pipe in the westerly right of way of Hiram Way, Thence, N 89° 47' 58" W for a distance of 286.01 feet to an existing iron pipe; Thence, N 01° 50' 43" E for a distance of 274.85 feet to a point; Thence, S 70° 14' 08" E for a distance of 99.85 feet to an existing iron pipe; Thence, N 76° 36' 42" E for a distance of 93.16 feet to an existing iron pipe; Thence, S 80° 48' 24" E for a distance of 34.57 feet to a point; Thence S 12° 45' 39" E a distance of 264.53 feet to the point of BEGINNING, containing 1.486 acres.

The property described herein is shown as the Studio 5, Inc. parcel on the ALTA/ACSM Land Title Survey prepared for Bright-Meyers Holly Springs Associates, L.P. by James S. Murphy, PLS L-2492 of Murphy Geomatics dated November 9, 2012

#1 (a)

After Recording Return To:
Isabel M. Garcia, Esq.
Piedmont Law Group of Garcia & Van Duyne LLC
3524 Habersham at Northlake
Tucker, GA 30084

EXECUTOR'S DEED

STATE OF GEORGIA

COUNTY OF Cherokee

This indenture, made and entered into as of this 8th day of March, 2013 between **LARRY D. GRESHAM AND WILLIAM G. GRESHAM, AS EXECUTORS, UNDER THE LAST WILL AND TESTAMENT OF LO DEAN C. GRESHAM A/K/A MARGARET LODEAN GRESHAM , DATED FEBRUARY 28, 1977**, party of the first part, and **BRIGHT-MEYERS HOLLY SPRINGS ASSOCIATES, L.P., a Tennessee limited partnership**, party of the second part.

WITNESSETH, that the said party of the first part, by virtue of the power and authority vested in it by said Will which has been duly probated in common form in Cobb County, Georgia, Letters Testamentary filed in Estate No. 07-0245:

Now, therefore, the said party of the first part, in consideration of the premises and for the further consideration of the sum of Ten Dollars (\$10.00), to it in hand paid, at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and hereby does grant, bargain, sell and convey unto the said party of the second part, heirs and assigns, the following described tract or parcel of land more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with the rights, members and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part, her heirs and assigns, forever in as full and as ample a manner as the same was possessed or enjoyed by the said **LO DEAN C. GRESHAM A/K/A MARGARET LODEAN GRESHAM**, deceased, in her lifetime.

IN WITNESS whereof the said party of the first part has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

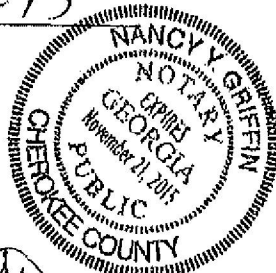
L. J. House
Unofficial Witness

Larry D. Gresham (Seal)
LARRY D. GRESHAM
EXECUTOR

Nancy Y. Gresham
Notary Public

My Commission Expires:
11-21-15

[NOTARY SEAL]



Kevin Gresham
Unofficial Witness

William G. Gresham (Seal)
WILLIAM G. GRESHAM
EXECUTOR

[Signature]
Notary Public

My Commission Expires:
October 5, 2015

[NOTARY SEAL]

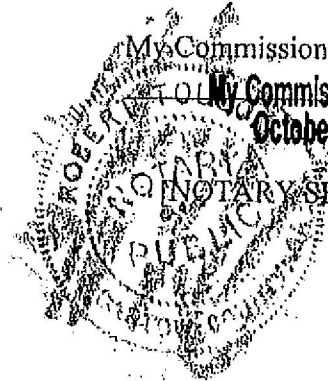


EXHIBIT "A"

Gresham Estate Tract

All that tract of parcel of land lying and being in Land Lots 201, 232 and 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

Beginning at an existing concrete right of way monument in the easterly right of Interstate 575, Thence, with the easterly right of Interstate 575, N 21° 46' 43" E for a distance of 342.25 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 09' 11" W for a distance of 307.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 44' 22" E for a distance of 250.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 08° 01' 48" E for a distance of 200.00 feet to an iron pipe set; Thence, with the easterly right of Interstate, N 13° 59' 08" E for a distance of 52.19 feet to an existing iron pipe; Thence, S 81° 36' 59" E for a distance of 256.97 feet to a point; Thence, S 12° 18' 31" E for a distance of 79.37 feet to a point; Thence, S 83° 58' 01" W for a distance of 9.31 feet to a point; Thence, S 83° 57' 03" W for a distance of 64.41 feet to an existing axle; Thence, S 05° 44' 54" E for a distance of 326.71 feet to an existing iron pipe; Thence, S 00° 48' 57" W for a distance of 407.42 feet to a point on a line. Thence, S 01° 50' 43" W for a distance of 274.85 feet to an existing iron pipe; Thence, N 88° 43' 05" W a distance of 380.96 feet to the point of being BEGINNING, containing 7.266 acres.

(b)
#1

After recording, return to
Isabel M. Garcia, Esq.
Piedmont Law Group
of Garcia & Van Duyno LLC
3524 Habersham at Northlake
Tucker, GA 30084 - (404) 460-4466

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Cherokee

THIS INDENTURE, made as of the 8th day of MARCH in the year 2013 between Larry D. Gresham, William G. Gresham, Michael E. Gresham, George R. Gresham and Andrew L. Gresham, as party or parties of the first part, hereinafter called GRANTOR, and Bright-Meyers Holly Springs Associates, L.P., a Tennessee limited partnership, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its or their heirs, successors or assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25th day of February, 2013,
in the presence of:

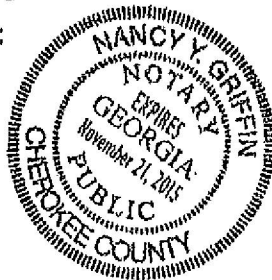
[Signature]
Unofficial Witness

[Signature] (SEAL)
Larry D. Gresham

[Signature]
Notary Public

My commission expires:

[NOTARY SEAL]



IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 21 day of FEB, 2013,
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
William G. Gresham

[Signature]
Notary Public



My Commission Expires
October 5, 2015

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25th day of February, 2013,
in the presence of:

[Signature]

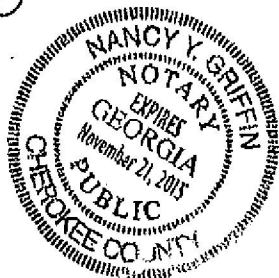
Unofficial Witness

Michael E. Gresham (SEAL)
Michael E. Gresham

[Signature]
Notary Public

My commission expires:

[NOTARY SEAL]



IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 2nd day of February, 2013,
in the presence of:

L. T. Wood
Unofficial Witness

George R. Gresham (SEAL)
George R. Gresham

Nancy Y. Griffin
Notary Public

My commission expires

[NOTARY SEAL]



IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 21 day of FEB, 2013,
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
Andrew L. Gresham

[Signature]
Notary Public

My commission expires: **My Commission Expires
October 5, 2015**



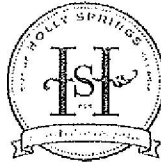
EXHIBIT "A"

Gresham Estate Tract

All that tract of parcel of land lying and being in Land Lots 201, 232 and 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

Beginning at an existing concrete right of way monument in the easterly right of Interstate 575, Thence, with the easterly right of Interstate 575, N 21° 46' 43" E for a distance of 342.25 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 09' 11" W for a distance of 307.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 44' 22" E for a distance of 250.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 08° 01' 48" E for a distance of 200.00 feet to an iron pipe set; Thence, with the easterly right of Interstate, N 13° 59' 08" E for a distance of 52.19 feet to an existing iron pipe; Thence, S 81° 36' 59" E for a distance of 256.97 feet to a point; Thence, S 12° 18' 31" E for a distance of 79.37 feet to a point; Thence, S 83° 58' 01" W for a distance of 9.31 feet to a point; Thence, S 83° 57' 03" W for a distance of 64.41 feet to an existing axle; Thence, S 05° 44' 54" E for a distance of 326.71 feet to an existing iron pipe; Thence, S 00° 48' 57" W for a distance of 407.42 feet to a point on a line. Thence, S 01° 50' 43" W for a distance of 274.85 feet to an existing iron pipe; Thence, N 88° 43' 05" W a distance of 380.96 feet to the point of being BEGINNING, containing 7.266 acres.

City of Holly Springs
PO BOX 990
Holly Springs, GA 30142-0990
(770)345-5536



2020 PROPERTY TAX

PROPERTY INFORMATION

MAP/PARCEL/LOT: 15N14- 038
OWNER NAME: BRIGHT-MEYERS HOLLY SPRINGS ASSOCIA
LOCATION: 2210 HOLLY SPRINGS PW
BILLING DATE: 10/20/2020
DUE DATE: 12/20/2020
LEGAL DESCRIPTION: LL 201 231 232 15 DIST

AMOUNT DUE

LAST PAYMENT: DATE: 12/16/19 AMOUNT: 15,337.06
PAST DUE: 0.00
CURRENT CHARGES: 16,507.15
PENALTY: 0.00
TOTAL DUE: 16,507.15

PROPERTY VALUE ASSESSMENTS

FAIR MARKET LAND VALUE: 2,228,900
FAIR MARKET IMPROVEMENT VALUE: 2,476,700
LAND VALUE: 891,560
IMPROVEMENT VALUE: 990,680
CITY TAX NET VALUE: 1,882,240
FIRE TAX NET VALUE: 1,882,240

EXEMPTIONS

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	RATE	AMOUNT
Real Prop City Tax	1.00	4.400000	8,281.86
Real Prop Fire Tax	1.00	3.292000	6,196.33
Stormwater Utility	42.27	48.000000	2,028.96

SPECIAL MESSAGE

If you have sold this property, forward the bill to the new owner and fax a copy of the settlement statement to 770-345-0209. If you have an escrow, forward the tax bill to your mortgage company as soon as possible. Pursuant to state law (O.C.G.A. 48-2-40) interest will be added to this bill monthly if the balance is not paid by the due date. Pursuant to state law (O.C.G.A. 48-2-44) penalties will also be added to the unpaid balance beginning 120 days after the due date.

Please see our website, www.hollyspringsga.us, regarding senior exemption qualifications. Questions regarding county exemptions, assessments or the fair market value of your property should be directed to the Cherokee County Assessor's office at 678-493-6120.

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

MAP/PARCEL/LOT: 15N14- 038 ACCOUNT ID: 380
LOCATION: 2210 HOLLY SPRINGS PW
BILLING DATE: 10/20/2020 TAX YEAR: 2020
DUE DATE: 12/20/2020

AMOUNT DUE

CURRENT DUE: 16,507.15
PENALTY: 0.00
TOTAL DUE: 16,507.15



AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

BRIGHT-MEYERS HOLLY SPRINGS ASSOCIA
% FLETCHER BRYNAT CO
537 MARKET ST
CHATTANOOGA, TN 37402

City of Holly Springs
PO BOX 990
Holly Springs, GA 30142-0990

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

April 12, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
✓ 1. Teresa Herman	245 W. Slope Way	Y	CII code of ordinance
✓ 2. Roger McJannet	317 Peninsula Pt	Y	Item R DW-01-2021
3.			
4.			
5.			
6.			
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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.



