



City of Holly Springs

Date: Monday, March 2, 2020

Location: 3235 Holly Springs Pkwy.

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. PUBLIC COMMENTS

V. NEW BUSINESS

A. Discuss ORD-01-2020, adoption of the Official Holly Springs Zoning Map
Presented By: Nancy Moon, Community Development Director

B. Discuss MA-01-2020 and CUP-02-2020, applicant requests rezoning of 0.82 +/- acres located at 727 Hickory Road and 155 Milner Drive Holly Springs, GA, tax parcels 245 and 246 of tax plat 15N14, from NC, Neighborhood Commercial to GC, General Commercial and a conditional use permit for a Gasoline Service Station
Presented By: Nancy Moon, Community Development Director

C. Discuss a Lighting Services Agreement between Georgia Power and the City of Holly Springs
Presented By: Robert H. Logan, City Manager

D. Discuss Contract Change Order #9 from Georgia Development Partners for the Hickory Road and Palm Street Intersection Improvements Project
Presented By: Robert H. Logan, City Manager

- E. Discuss results from the Stringer Road park project survey

Presented By: Robert H. Logan, City Manager

- F. Discuss a Memorandum of Understanding regarding the Georgia Internet Crimes Against Children Task Force between the Georgia Bureau of Investigation and the City of Holly Springs

Presented By: Lt. Casey Barton

VI. REPORTS

VII. ADJOURNMENT



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: ORD-01-2020, proposed adoption of the Official Holly Springs Zoning Map

DATE: February 27, 2020

MEETING DATE: March 02, 2020

Annual Adoption of the Zoning Map in its entirety.

CONCURRENCES

Planning Commission

FISCAL IMPACT

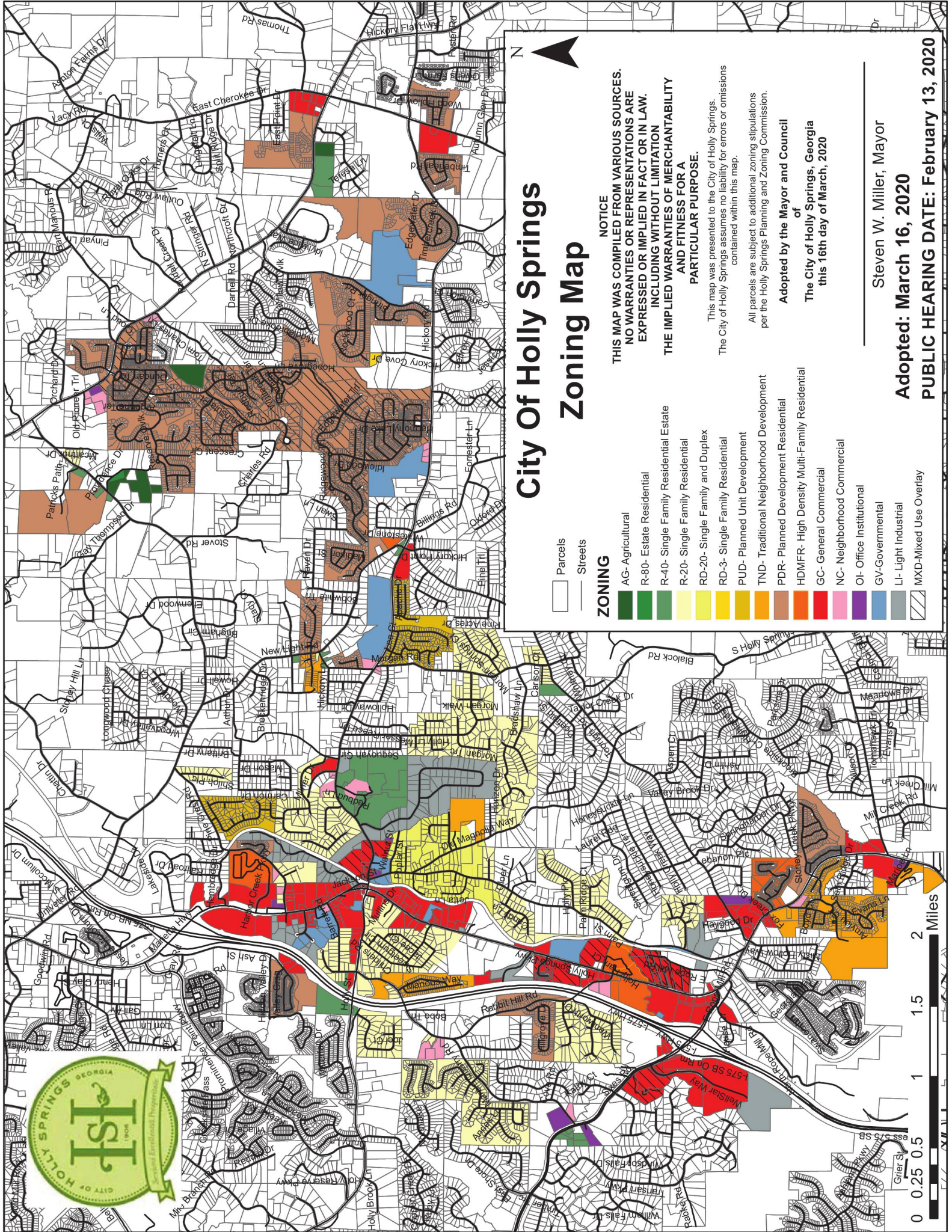
N/A

ALTERNATIVES

Denial

ATTACHMENTS

Map



City Of Holly Springs Zoning Map



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 16th day of March, 2020**

Steven W. Miller, Mayor

Adopted: March 16, 2020

PUBLIC HEARING DATE: February 13, 2020





COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: **MA-01-2020**, applicant requests rezoning of 0.82 +/- acres located at 727 Hickory Road and 155 Milner Drive Holly Springs, GA, tax parcels 245 and 246 of tax plat 15N14, from NC, Neighborhood Commercial to GC, General Commercial

CUP-02-2020, applicant requests a conditional use permit for a Gasoline Service Station for property located at Hickory Road and Milner Drive, Holly Springs, GA, tax parcels 245 and 246 of tax plat 15N14

DATE: February 27, 2020

COUNCIL MEETING DATE: March 2, 2020

RECOMMENDATION

Applicant, Rayan Investments Inc., is requesting rezoning of 0.82+/- acres located on Hickory Road and Milner Drive, Holly Springs, GA, tax parcels 245 and 246 of tax plat 15N14, from NC, Neighborhood Commercial to GC, General Commercial. The applicant is also requesting a Conditional Use Permit for a Gasoline Service Station for the same property.

This property has been used for a gas station/convenience store for a number of years and is considered to be grandfathered as a nonconforming use because it is not permitted within the NC, Neighborhood Commercial zoning district. The applicant would like to relocate the existing gas pumps to a location that is not as close to the road, as well as, construct a new canopy and improve the parking area. In addition, there is a mobile home located on the property that would be removed.

Per Section 12.2 of the Holly Springs Zoning Ordinance:

12.2: Non-Conforming Uses of Land

Where at the time of passage of this Ordinance or any amendments hereto, lawful use of land exists that would not be permitted by the regulations imposed by this Ordinance of such amendments, and where such use involves no individual structure, the use may be continued so long as it remains otherwise lawful, provided:

12.2-1 No such non-conforming use shall be enlarged or increased, not extended to occupy a greater area of land than was occupied at the effective date of this Ordinance or such amendments.

12.2-2 No such non-conforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of this article or any amendments hereto.

12.2-3 If any such non-conforming use of land ceases for any reason for a period of more than thirty (30) days, any subsequent use of land shall conform to the regulations specified by this Ordinance for the district in which such land is located.

12.2-4 No additional non-conforming structure shall be erected in connection with such non-conforming use of land.

Since the applicant is planning to make improvements to the property, a rezoning and conditional use permit request has been made in order to make the use conforming. The proposed use is allowed by the approval of a conditional use permit in the GC, General Commercial zoning district.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-40 (County)	NORTH:	SFR
SOUTH:	LI/R-40	SOUTH:	Pool Company/SFR/Red Bud Nursery
EAST:	GC	EAST:	Self-Storage Establishment
WEST:	LI(County)/NC	WEST:	SFR

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 proposed use has existed on the property for years and would continue in its current state without the improvements.

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

The property is already developed, and the approval of this request will not adversely affect the existing use or usability of adjacent or nearby property.

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

As currently zoned, the existing use could continue with no improvements. With the rezoning and conditional use permits approved, the property could be improved.

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. The site is already developed and 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)?

The Future Development Map identifies this property with the character area of Parkway Corridor. Intent and Characteristics: 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 Development Map”. 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 Development Map (FDM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities. (8.1, #1)**
- b) Conditional Uses. Continue to regulate the designated conditional uses, to protect the health, safety, welfare, natural environment, and character of the City of Holly Springs. Revise and expand conditional uses in the future as determined by Mayor and Council. (8.1, #13)**
- c) 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)**
- d) Commercial Expansion. Through land use and annexation policies increase opportunities for all commercial uses, including but not limited to: general commercial, office/institutional, neighborhood commercial, and industrial. (8.3, #15)**

7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

The development of the property will be held to the environmental development standards for all local, state, and federal requirements.

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

The site is already developed and the proposed improvements would benefit not only the viability of the business, but it would improve the safety of the residents who utilize this business by relocating the gas pumps farther away from the roadway.

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 Gasoline Service Station requires the following regulations to be met:

5.4-18 Gasoline Service Stations. Gasoline Service Stations include buildings and premises wherein the primary use is the retail sale of gasoline to the general public, and where the incidental sales of oil, grease, batteries, and motor vehicle accessories to the general public and minor auto services may be provided; however, such services shall not include major mechanical or body work, repair of transmissions or differentials, straightening of body parts, painting, welding or other work involving noise, glare, fumes, smoke or other characteristics to an extent greater than normally found in gasoline service stations. The purpose of this Section is to minimize conflicts between pedestrians and vehicles, to assure that Gasoline Service Stations do not detract from the aesthetic quality and operational safety of adjacent land uses, to promote the safe operation of Gasoline Service Stations, to mitigate negative environmental effects resulting from fumes, smog, litter, harmful run-off, contaminates, spillage, impervious surfaces, and to ensure that Gasoline Service Stations are compatible with adjacent uses and surrounding neighborhoods and businesses. In addition to an application for a conditional use permit, the applicant shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) Gasoline Service Stations and Convenience Stores shall exist on at least one (1) acre of land. *The property consists of 0.82+/- acres; however the use is already existing on the property.*
- b.) All gasoline pumps must be completely covered by canopies which shall be at least ten (10) feet from any property line, shall be architecturally integrated with the main structure and shall not extend over the right-of-way or landscaping buffers.
- c.) Fuel pump islands shall be designed to minimize traffic conflicts. Gasoline pumps shall be at least twenty (20) feet from any property line.
- d.) Gasoline Service Stations shall include a Convenience Store; however, Convenience Stores are not required to include Gasoline Service Stations.

- e.) Gasoline Service Stations that include auto service as an accessory use, must comply with Section 5.4-7 of this Article.

D. Planning Commission Recommendation

Planning Commission conducted a public hearing on February 13, 2020. No public comments were made. Planning Commission voted to recommend **APPROVAL** of both requests, Rezoning and Conditional Use Permit, (5-0) including the staff recommended stipulations.

E. Summary

The proposed conditional use permit request for a Gasoline Service Station is an allowed use within the requested GC, General Commercial zoning district, subject to compliance with the applicable regulations and City Council approval. The development is in compliance with the Future Development Map and with the objectives of the Comprehensive Plan.

F. Staff Recommendation

Based on the preceding analysis, Staff recommends **APPROVAL** of the rezoning request to rezone the property to **GC, General Commercial**, with the following stipulations:

1. Any future proposed lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing LED standards and shall be dark sky compliant.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
3. All improvements to the entrances shall be provided as per determination and recommendation of the City Engineer.
4. In addition to the zoning requirements of the GC zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
5. Prior to the issuance of a land disturbance permit, a plat shall be recorded with Cherokee County to combine the two parcels into one parcel.
6. The following uses shall be prohibited on this site:
 - a. Adult Bookstores
 - b. Adult Entertainment
 - c. Amusement parks
 - d. Animal hospitals/clinics with outdoor kennels
 - e. Any Restaurant/Business that utilizes a drive-thru lane
 - f. Auto Repair and Service
 - g. Cash, Check Cashing, and Pawn Establishments
 - h. Cellular phone towers
 - i. Go-kart, motor bike track
 - j. Tattoo Parlors and Body Piercing Establishments
 - k. Tire sales with outdoor storage
 - l. Used Vehicle Sales, Lease, or Rental

Staff recommends **APPROVAL** of the request for a Conditional Use Permit for a **Gasoline Service Station** with the following stipulations:

1. Any future proposed lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing LED standards and shall be dark sky compliant.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
3. All improvements to the entrances shall be provided as per determination and recommendation of the City Engineer.
4. In addition to the zoning requirements of the GC zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
5. Prior to the issuance of a land disturbance permit, a plat shall be recorded with Cherokee County to combine the two parcels into one parcel.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

MA-01-2020

CUP-02-2020

Location Map

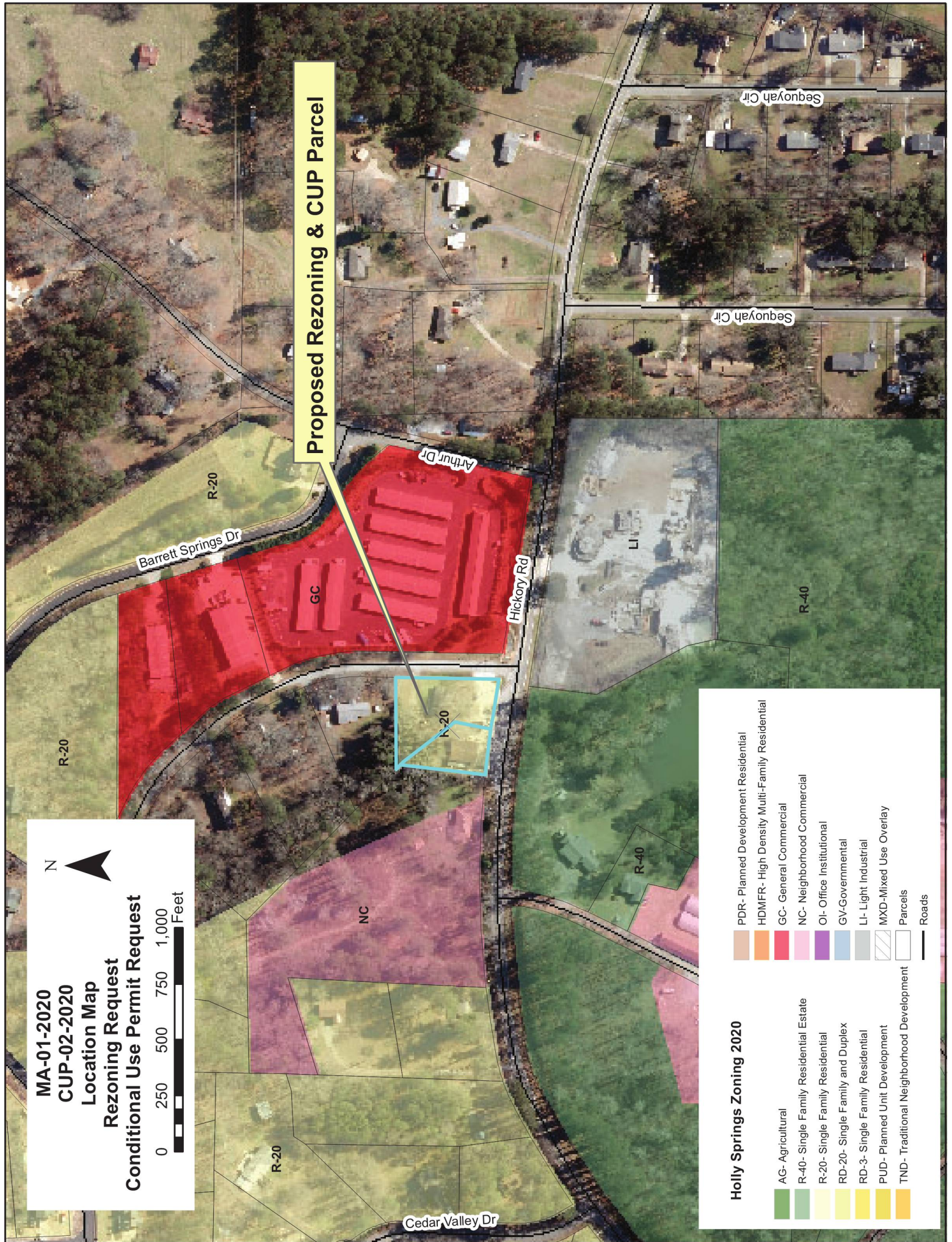
Rezoning Request

Conditional Use Permit Request

0 250 500 750 1,000 Feet



Proposed Rezoning & CUP Parcel



Holly Springs Zoning 2020

- AG- Agricultural
- 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
- 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- 01-2020

APPLICATION CUP- 02-2020

HEARING DATE _____

DATE OF APPLICATION January 15, 2020

APPLICANT Ryan Investments Inc.

OWNER Ryan Investments, Inc.
(If other than applicant) _____

ADDRESS 727 Hickory Road
Canton, Georgia

ADDRESS 727 Hickory Road
Canton, Georgia

ZIP CODE 30155 PHONE [REDACTED]

ZIP CODE 30155 PHONE [REDACTED]

EMAIL [REDACTED]

SIGNATURE [Signature]
Parks F. Huff, Attorney for Applicant

SIGNATURE See Attached

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

PRESENT ZONING DISTRICT(S) R-20

REQUESTED ZONING DISTRICT GC

REQUESTED CONDITIONAL USE(S) Convenience Store with Fuel Sales - no automotive repair

PROPERTY LOCATION/ADDRESS 727 Hickory Road and 155 Milner Drive

MAP NUMBER 15N14

PARCEL NUMBER(S) 245 and 246

LAND LOT(S) 308

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

ACREAGE .82 SEWAGE DISPOSAL TYPE Septic UTILITIES AVAILABLE electric/water

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

The applicant owns and operates a convenience store with fuel sales on the property. The applicant wishes to make improvements to the property and needs to rezone the property to be compliant with the current and proposed use.

(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 _____

Application Information

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

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? The use is currently on the property and other uses in the area include a warehouse/storage facility and landscaping business.

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? The use will not negatively affect the use or usability of nearby properties. The use has existed on the property for many many years.

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? The property does not have a reasonable economic use zoned R-20. It is commercial property and not residential property.

(4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools? The existing use is only being improved and it wont be a burden on the infrastructure.

(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 shows the property as in the Parkway Corridor which anticipates commercial uses.

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

(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?

(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? _____

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

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

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

Complete the following section, if applicable.

Residential

Minimum house size: _____ sq. ft.

Exterior façade: _____

Maximum number of units: _____

Anticipated start date: _____

Anticipated completion date: _____

Commercial

Number of buildings: 1

Maximum square footage: existing sq. ft.

Number of stories: 1

Total number of employees: 3 to 4

Exterior façade: existing

Anticipated start date: existing

Anticipated completion date: 12 months from approval

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. There are no special stipulations for a conditional use permit for convenience stores with fuel sales.
2. State the proposed business name, brand, flag, and/or franchise. The proposed business is improvements to the existing Citgo convenience store with fuel sales on the subject property. The improvements include creating a better canopy for fueling that is further from the road and improving parking and access.
3. Explain in detail what services the proposed conditional use business will provide. The Citgo will provide a convenience store with fuel sales.
4. Has a business plan or model been completed for this proposed conditional use business? The Citgo has operated on the subject property for decades.
5. Why was this specific location chosen for this proposed establishment? This location was chosen because it is along a traffic corridor in an area of other commercial uses such as storage facilities. The Citgo has operated on this site for many years.
6. What is the projected date that the proposed conditional use business will open? The business is currently open and the proposed improvements will be made in the next 12 months.
7. How many employees are expected to work at the proposed conditional use business? The Citgo currently has 3 to 4 employees.
8. What are the expected hours of operation for the proposed conditional use business? The business is open from 5 am to 11 p.m.
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? Citgo has all the needed licenses to operate the proposed business. This location already has all the proper licenses for the operation of the business.
10. Does the proposed conditional use business conform with the nearby uses already in existence? The property is at the corner of a large tract that has been developed but not built. The convenience store is already existing. Other uses include commercial and storage type uses. The existing mobile home on the property will be removed as part of the proposed improvements.
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available? A specific study has not been completed but the location meets the criteria for a Citgo convenience store with fuel sales.

12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties? The proposed business will not create a nuisance to the nearby properties. The use is already in existence.
13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence? There are no similar services in the nearby area.
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? The service provided by the Citgo is needed in this area. The business provides convenient fueling for people traveling Hickory Road.
15. Will the business have adequate facilities and parking to accommodate the proposed use? Citgo is making improvements to their lot to better provide for access and parking.
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? This is not applicable to the proposed business.

ATTACHMENT TO APPLICATION

Applicant: Rayan Investments, Inc.

Titleholder: Rayan Investments, Inc.

Property: TINs: 15N14 245 & 246

PROPERTY OWNER'S CERTIFICATION

The undersigned(s) below, or as attached, is the owner of the property considered in this application.

12/18/2019
Date

Ashraf Bhayani / president
Typed or Printed Name and Title

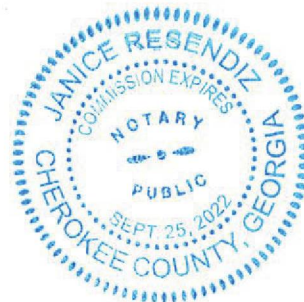
Address: 727 Hickory RD
Canton GA 30115

Telephone No.: [REDACTED]

Janice Resendiz
Signature of Notary Public

12-18-19
Date

(Notary Seal)



CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE PUBLIC HEARING

1.

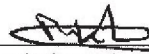
My name is Ashraf Bhayani, I am the secretary, assistant secretary or other officer to whom the operating agreement or Bylaws has delegated the responsibility for authenticating records of the company, **RAYAN INVESTMENTS, INC.**, a Domestic Profit Corporation, (the "Property Owner Company"). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the application for Conditional Use Permits for certain real property located in the City of Holly Springs, Georgia.

2.

In accordance with the requirements for completing a City of Holly Spring's Application for Public Hearing, I hereby attest on behalf of the Property Owner Company that I have reviewed the Public Hearing Application and related documents which are being filed simultaneously therewith by the Applicant (collectively, the "Public Hearing Application") to which this Certificate is attached and hereby certify:

- (a) That the signature affixed to the Public Hearing Application is in fact the signature of the Property Owner Company or a true facsimile thereof; and
- (b) That the officer or other representative of the Property Owner Company who executed the Public Hearing Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Public Hearing Application on behalf of the Property Owner Company, and that the signature of said officer or other representative is genuine; and
- (c) That the execution of the Public Hearing Application and the filing of the Public Hearing Application by the Applicant is with the express permission of the Property Owner Company.

RAYAN INVESTMENTS, INC.

By:  (SEAL)
Ashraf Bhayani

Its: President



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.

☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Signature

12/18/19
Date

President
Title

Rayan Investments Inc
Legal Company Name

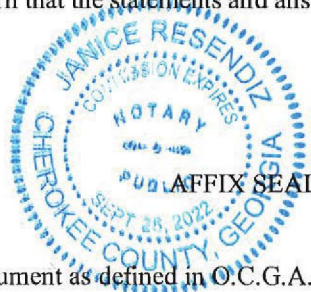
727 Hickory Road, Canton GA 30115
Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that Ashraf Hassen Ali Bhayani is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
18th DAY OF December, 2019

Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.

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

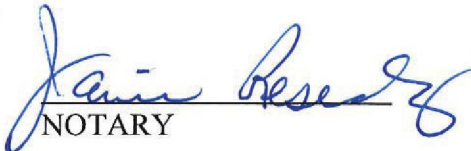
D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES ☒ _____ NO

12/18/19
DATE

Rayan Investments, Inc.
APPLICANT NAME PRINTED


APPLICANT SIGNATURE


NOTARY

Seal:



Deed Book **13411** Pg **460**
Filed 07/24/2015 12:52 PM
28-2015-024315
Transfer Tax 0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument prepared by:

Steven M. Mills, Esq.
Mills & Hoopes, LLC
1550 North Brown Road
Suite 130
Lawrenceville, GA 30043

STATE OF GEORGIA
COUNTY OF GWINNETT

LIMITED WARRANTY DEED

This Limited Warranty Deed, is dated the 23rd day of July, 2015, by and between **GULSHAN ENTERPRISES INC**, a Georgia corporation (hereafter the "Grantor") and **RAYAN INVESTMENTS INC**, a Georgia corporation (hereafter the "Grantee").

WITNESSETH:

In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with any buildings, fixtures and improvements owned by Grantor and located thereon;

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property;

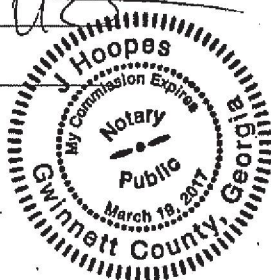
This conveyance is made by Grantor and accepted by Grantee subject to all encumbrances, rights of way and other matters of record affecting same to the extent that the same are currently valid and enforceable against the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; Grantor covenants with Grantee that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be duly executed on the day and year first above written.

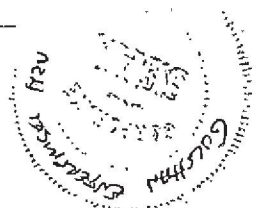
Signed, sealed and delivered
in the presence of:

Heath Cruz
Witness
J. Hoopes
Notary Public



GRANTOR:
GULSHAN ENTERPRISES INC

[Signature]
By: Ashraf Hassan Ali Bhayani
Its: CEO
(Corporate Seal)



SEAL

EXHIBIT "A"

(Legal Description of 727 Hickory Road and 155 Foster Millner Drive, Canton, Georgia)

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 308, 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way of Arthur Road and the northerly right-of-way of Hickory Road a/k/a Hickory Flat Road (an 60-foot right-of-way) and thence proceeding westerly along said northerly right-of-way of Hickory Road a/k/a Hickory Flat Road 391.37 feet to a point and the TRUE POINT OF BEGINNING; thence continuing westerly along said northerly right-of-way of Hickory Road a/k/a Hickory Flat Road North 80 degrees 05 minutes 05 seconds West a distance of 201.30 feet to a chiseled block; thence proceeding North 10 degrees 25 minutes 00 seconds East a distance of 119.62 feet to an iron pin found; thence proceeding North 19 degrees 35 minutes 20 seconds East a distance of 60.18 feet to an iron pin found; thence proceeding South 86 degrees 09 minutes 15 seconds East a distance of 171.37 feet to an iron pin found; thence proceeding South 04 degrees 11 minutes 50 seconds West a distance of 198.04 feet to a point and the TRUE POINT OF BEGINNING, being improved property and containing 0.82 acres, more or less, all as shown as Tracts 1 and 2 on that As-Built Survey for Sheik Brothers, Inc., The Business Development Corporation of Georgia, Inc. and Lawyer Title Insurance Corporation, dated October 8, 2002, by A.S. Giometti, G.R.L.S. No. 1125, of A.S. Giometti & Associates, Inc.

COPY

SECTION A - SELLER'S INFORMATION (Do not use agent's Information)		SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME gulshan enterpriaaa, inc.		Exempt Code If no exempt code enter NONE	Corporation to Corporation
MAILING ADDRESS (STREET & NUMBER) 727 hickory road		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY canton, GA 30115 USA	DATE OF SALE 7/23/2015	1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's Information)		2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME rayan investments, inc.		3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 727 hickory road		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY canton, GA 30115 USA	Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))			
HOUSE NUMBER & EXTENSION (ex 265A) 727	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION hickory Road		SUITE NUMBER
COUNTY CHEROKEE	CITY (IF APPLICABLE) holly springs	MAP & PARCEL NUMBER na	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES
		LAND LOT	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)			
DATE	DEED BOOK	DEED PAGE	PLAT BOOK
			PLAT PAGE

ADDITIONAL BUYERS

None

COPY



Georgia
Corporations Division

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME](#)

Business Search

Business Information

Business Name: **RAYAN
INVESTMENTS INC**

Control Number: **15067273**

Business Type: **Domestic Profit
Corporation**

Business Status: **Active/Compliance**

NAICS Code: **Real Estate and Rental
and Leasing**

NAICS Sub Code: **Other Activities Related
to Real Estate**

Principal Office Address: **727 HICKORY ROAD,
CANTON, GA, 30113,
USA**

Date of Formation /
Registration Date: **7/8/2015**

State of Formation: **Georgia**

Last Annual Registration
Year: **2019**

Registered Agent Information

Registered Agent Name: **ASHRAF BHAYANI**

Physical Address: **15770 MANOR TRACE, MILTON, GA, 30004, USA**

County: **Fulton**

Officer Information

Name	Title	Business Address
ASHRAF BHAYANI	CEO	15770 MANOR TRACE, MILTON, GA, 30004, USA
ASHRAF BHAYANI	CFO	15770 MANOR TRACE, MILTON, GA, 30004, USA
ASHRAF BHAYANI	Secretary	15770 MANOR TRACE, MILTON, GA, 30004, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

2019 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

RAYAN INVESTMENTS INC
727 HICKORY RD
CANTON, GA 30115

Bill No.	Due Date	*Total Due*
2019-92446	11/15/2019	\$0.00

Map: 15N14 245
Location: 727 HICKORY RD

Payment Good through: 12/19/2019

Print Date
: 12/19/2019

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



Tax Payer: RAYAN INVESTMENTS INC
Map Code: 15N14 245 REAL
Description: LL 308 DIST. 15
Location: 727 HICKORY RD
Bill No: 2019-92446
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
103,900.00	150,000	0.2800	253,900	11/15/2019			12/19/2019	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	253,900.00	101,560.00	0.00	101,560.00	5.216	529.74	0.00	\$529.74
SCHOOL M&O	253,900.00	101,560.00	0.00	101,560.00	18.450	1,873.78	0.00	\$1,873.78
SCHOOL BOND	253,900.00	101,560.00	0.00	101,560.00	1.000	101.56	0.00	\$101.56
PARKS BOND	253,900.00	101,560.00	0.00	101,560.00	0.480	48.75	0.00	\$48.75
TOTALS					25.146	2553.83	\$0.00	\$2,553.83

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

Current Due	\$2,553.83
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	2553.83
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/13/2019

2019 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

HAMES, CARL C. SR (ESTATE
OF)
2461 S CHEROKEE LN
WOODSTOCK, GA 30188

Bill No.	Due Date	*Total Due*
2019-53485	11/15/2019	(\$0.00)

Map: 15N24 246
Location: CHEROKEE LN

Payment Good through: 12/19/2019

Print Date
12/19/2019

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



Tax Payer: HAMES, CARL C. SR (ESTATE OF)
Map Code: 15N24 246 REAL
Description: LL 127415TH D
Location: CHEROKEE LN
Bill No: 2019-53485
District: CHEROKEE COUNTY AT LARGE 001

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

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
0.00	900	0.3800	900	11/15/2019			12/19/2019	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	900.00	360.00	0.00	360.00	5.216	1.88	0.00	\$1.88
SCHOOL M&O	900.00	360.00	0.00	360.00	18.450	6.64	0.00	\$6.64
SCHOOL BOND	900.00	360.00	0.00	360.00	1.000	0.36	0.00	\$0.36
PARKS BOND	900.00	360.00	0.00	360.00	0.480	0.17	0.00	\$0.17
COUNTY WIDE FIRE DIST	900.00	360.00	0.00	360.00	3.269	1.18	0.00	\$1.18
TOTALS					28.415	10.23	\$0.00	\$10.23

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	\$10.23
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	10.23
Back Taxes	0.00
Total Due	(\$0.00)
Paid Date	11/15/2019

TO THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL
CITY OF HOLLY SPRINGS, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, RAYAN INVESTMENTS, INC., hereinafter referred to as the "Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, Applicant has applied for a rezoning of certain real property lying and being in the City of Holly Springs, Georgia, a more particular description and delineation of the subject property hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing category of R-20, as established by the governing authority of the City of Holly Springs, Georgia to the zoning category of GC with a Conditional Use Permit (CUP) for a convenience store with fuel sales.

3.

The current R-20 zoning classification of the property and all intervening classifications between same and GC with a CUP for a convenience store with fuel sales is unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of R-20 and all intervening classifications between same and GC with the proposed CUP as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The City of Holly Springs Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

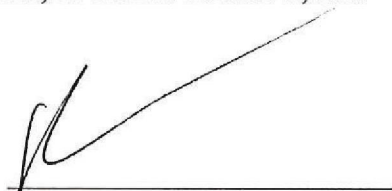
6.

Pursuant to O.C.G.A. §§ 36-11-1 and 36-33-5, please consider this your notice that as of today's date the Owner/Applicant is contending that the City of Holly Springs' unconstitutional zoning classifications of the property have caused damages to the Owner/Applicant. As a direct and proximate result of the unconstitutional zoning classifications, the Owner/Applicant has suffered and will continue to suffer monetary damages in the nature of attorneys' fees and costs, interest and other expenses on pending loans on the property, loss of income from the property and other related damages. This amount cannot be calculated to an exact certainty, however, the Owner/Applicant will assist the City by providing whatever additional information, if

any, the City feels is necessary to adequately investigate this claim. If the Owner/Applicant does not receive a timely request for additional information, it will be presumed that the City does not require any additional information and can make a determination within the allowed statutory period.

Respectfully submitted, this the 15th day of January, 2020.

SAMS, LARKIN & HUFF, LLP

By: 

PARKS F. HUFF
Attorney for Applicant
Ga. Bar No. 375010



GARVIS L. SAMS, JR
JOEL L. LARKIN
PARKS F. HUFF
ADAM J. ROZEN

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

770-422-7016
TELEPHONE
770.426.6583
FACSIMILE

January 15, 2020

VIA EMAIL & FEDERAL EXPRESS

Ms. Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
P.O. Box 990
Holly Springs, GA 30115

Re: Application of Rayan Investments, Inc. for Rezoning for ± 0.82 acres of real property located in Tax Map 15N14 245 & 246, Land Lot 308, 15th District, 2nd Section; Cherokee County, Georgia.

Dear Ms. Moon:

On December 19, 2019, I conducted a public participation meeting at the Hickory Flat Fire Station. Only one resident attended the meeting. She wanted to make sure the proposal was to make improvements to the existing store and to not tear down and built a bigger store. She had no objection to the proposed new fueling canopy and agreed this was an improvement. The low participation from the neighbors is probably because the location is right across the street from a concrete plant and the area has other businesses.

Please do not hesitate to give me a call if you need any further information or documentation.

Sincerely,

SAMS, LARKIN & HUFF, LLP

Parks F. Huff
Attorney for Applicant
phuff@slhb-law.com

PFH/lkj
Enclosures



GARVIS L. SAMS, JR
JOEL L. LARKIN
PARKS F. HUFF
ADAM J. ROZEN

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

770-422-7016
TELEPHONE
770.426.6583
FACSIMILE

December 6, 2019

TO: NEARBY PROPERTY OWNERS

Re: Application of Rayan Investments, Inc. for Rezoning for ± 0.82 acres of real property located in Tax Map 15N14 245 & 246, Land Lot 308, 15th District, 2nd Section; Cherokee County, Georgia.

Rayan Investments proposes to remodel the existing convenience store on Hickory Road on ± 0.82 acres as depicted on the attached proposed site plan. I have attached a location map and a proposed site plan for your reference.

The City of Holly Springs Public Hearing process includes inviting area residents to a Public Participation Meeting to learn more about the proposal. This is an informal meeting that will allow the Applicant to tell you about the proposal. You are receiving this notice because you own property close to the proposed project. The meeting will be held on December 19, 2019 beginning at 7:00 p.m. at the Hickory Flat Fire Station 23; 7675 Vaughn Road, Canton, GA 30115.

If you are unable to attend the public participation meeting and would like additional information, please contact me at your earliest convenience either via phone or email. I look forward to seeing you at the public participation meeting.

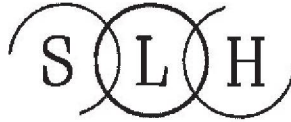
Sincerely,

SAMS, LARKIN, HUFF & BALLI, LLP

Parks F. Huff
Attorney for the Applicant

PFH/lkj
Enclosures

phuff@slhb-law.com



GARVIS L. SAMS, JR
JOEL L. LARKIN
PARKS F. HUFF
ADAM J. ROZEN

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

770-422-7016
TELEPHONE
770.426.6583
FACSIMILE

December 6, 2019

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Re: Application of Rayan Investments, Inc. for Rezoning for ± 0.82 acres of real property located in Tax Map 15N14 245 & 246, Land Lot 308, 15th District, 2nd Section; Cherokee County, Georgia.

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Sincerely,

SAMS, LARKIN, HUFF & BALLI, LLP

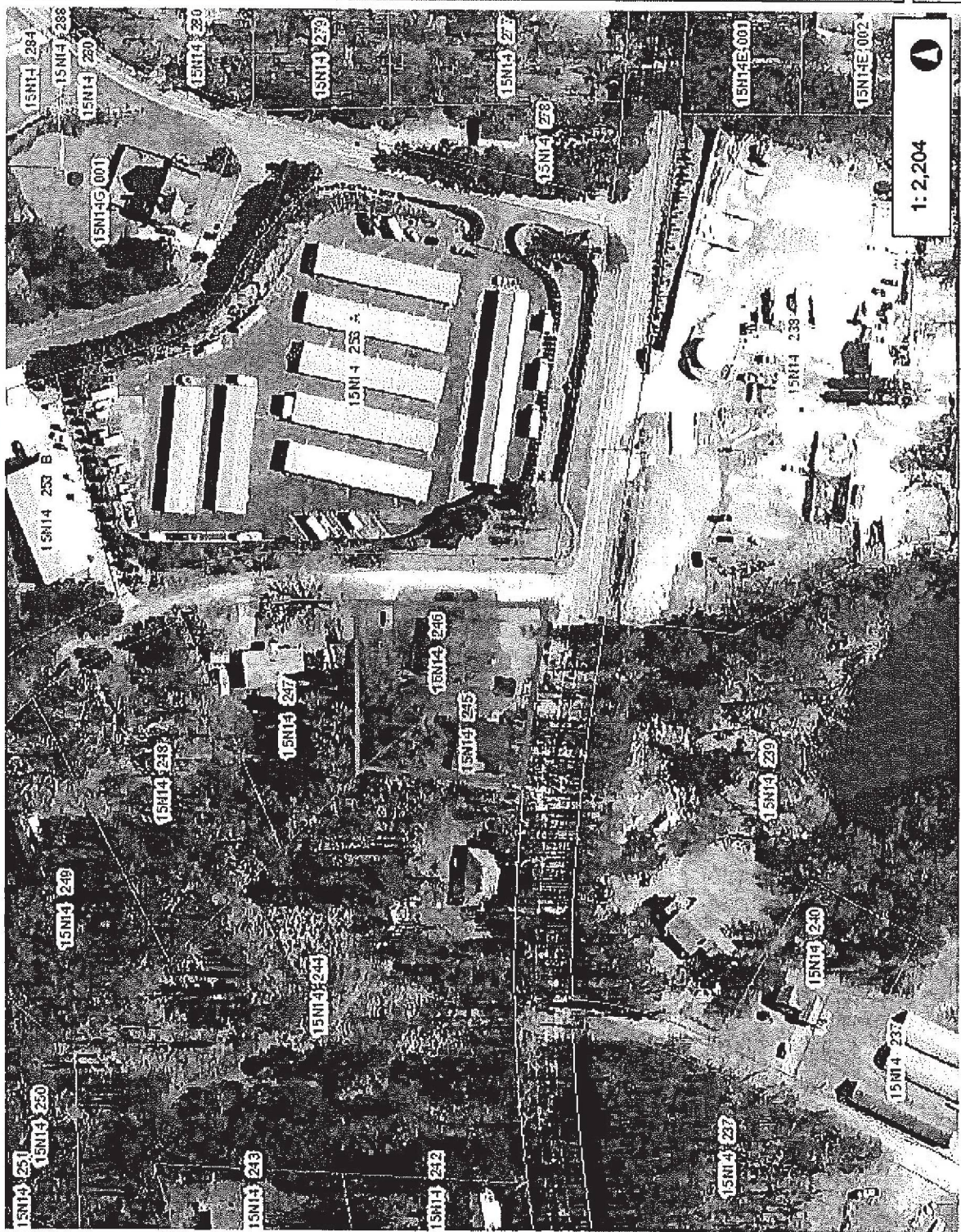
Parks F. Huff
Attorney for the Applicant

PFH/lkj
Enclosures

phuff@slhb-law.com



Location Map



1: 2,204



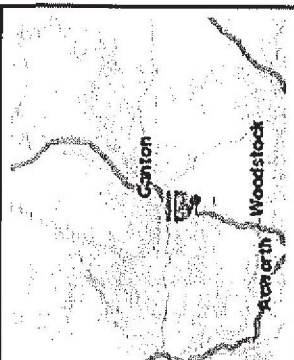
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

© Cherokee County GIS

Legend

- Parcels
- Schools
- Churches

Notes





NOTES:

1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.

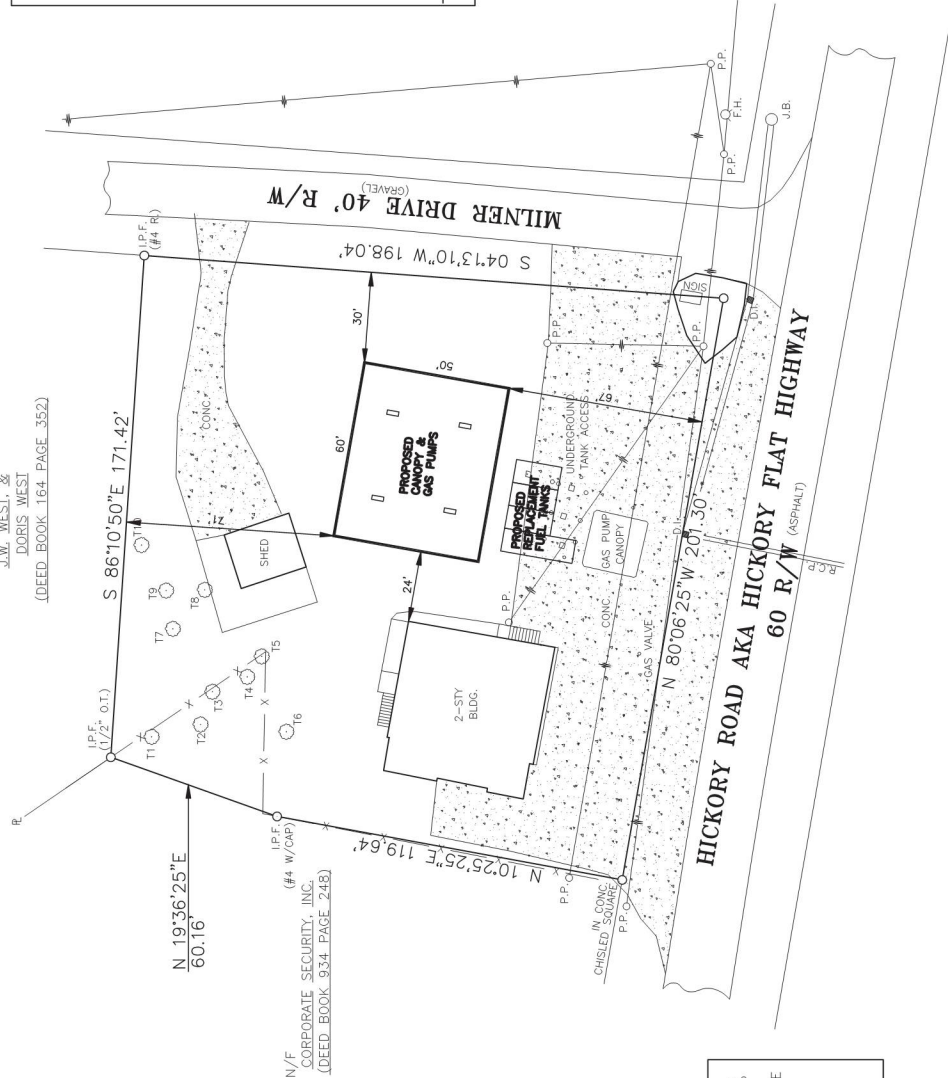
2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.

3) IF ACTIVE STREAMS ARE PRESENT THEY SHALL HAVE A STATE 25' UNDISTURBED BUFFER, ALL STREAMS SHALL HAVE 50' COUNTRYSIDE UNDISTURBED BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.

4) REFERENCE: DEED BOOK 13411 PAGE 458.

TREES				
TREE	TYPE	SIZE	TREE	TYPE
T1	SWEETGUM	26"	T9	DOUBLE SWEETGUM
T2	SWEETGUM	35"	T10	SWEETGUM
T3	SWEETGUM	32"	T11	CREPE MYRTLE
T4	SWEETGUM	21"	T12	CREPE MYRTLE
T5	SWEETGUM	40"	T13	MAPLE
T6	CREPE MYRTLE	40"	T14	MAPLE
T7	MAPLE	18"	T15	OAK
T8	DOUBLE SWEETGUM	17"	T16	MAPLE
T9	DOUBLE SWEETGUM	16"	T17	MAPLE

N/F
J.W. WEST, &
DORIS WEST
(DEED BOOK 164 PAGE 352)



DAVID E. MITCHELL R.L.S. 2665 DATED

PROPOSED IMPROVEMENT SKETCH
FOR AND AUTHORIZED BY:

RAYAN INVESTMENT, INC.

LOCATED IN LAND LOT(S): 308
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: MAY 22, 2019
PLAT PREPARED: MAY 21, 2019
SCALE: 1" = 30'

BY: WIKLE LAND SURVEYING, P.C.
P.O. BOX 1164
CANTON, GEORGIA 30169
PHONE: (770) 479-8364
-- MEMBER --



DWG. NO. R3004
JOB NO. 19-3004-32C

AREA = 0.82 ACRE

"ALL MATTERS OF TITLE ARE EXCEPTED"

THIS BLOCK RESERVED FOR CLERK
OF THE SUPERIOR COURT

FIELD BOOK 114, PAGE 1, FILE R3004.

- LEGEND:
- 1) I.P.S. - IRON PIN SET (#4 R.)
 - 2) I.P.F. - IRON PIN FOUND
 - 3) I.L.L. - RIGHT OF WAY
 - 4) R/W - RIGHT OF WAY
 - 5) P - PROPERTY LINE
 - 6) C - CENTER LINE
 - 7) R - REINFORCING BAR
 - 8) P.P. - POWER (AND/OR) PHONE POLE
 - 9) N/F. - NOW ONCE FORMERLY (LOC.)
 - 10) N/F. - NOW ONCE FORMERLY (LOC.)
 - 11) O - OVERHEAD UTILITY LINE
 - 12) B.L. - BUILDING LINE
 - 13) D.E. - DRAINAGE EASEMENT
 - 14) F.F. - FIRE FIGHTING
 - 15) R.C.P. - REINFORCED CONCRETE PIPE
 - 16) D.I. - DRAIN INLET
 - 17) J.B. - JUNCTION BOX

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,010± FEET AND AN ANGULAR ERROR OF 0.5" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 145,350± FEET.

EQUIPMENT USED FOR MEASUREMENTS:
IX. SERIES ROBOTIC TOTAL STATION

FIELD WORK BY: D.M. & S.B.
DRAWN BY: ANDREA HILLHOUSE
CHECKED BY: DAVID E. MITCHELL

IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057C0261D, DATED 09-29-2006, THIS PROPERTY DOES NOT APPEAR TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.



Lighting Services Agreement



Customer Legal Name HOLLY SPRINGS CITY OF DBA _____

Service Address 0 HOLLY SPRINGS PKWY HOLLY SPRINGS GA 30115 County Cherokee - GA

Mailing Address PO BOX 990 HOLLY SPRINGS GA 30142

Email rologan@hollyspringsga.us Tel # 770-378-7948 Alt Tel # _____

Tax ID# 0000 Business Description Street Scape

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 27819-36018

Selected Components

Action	Qty	Wattage	Type	Description
INS	20	100	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$407.35	\$70.00	\$477.35	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Upgrade existing HPS fixtures to LED and add 5 poles and lights to fill gap between existing project and Pinecrest Dr.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	N/A

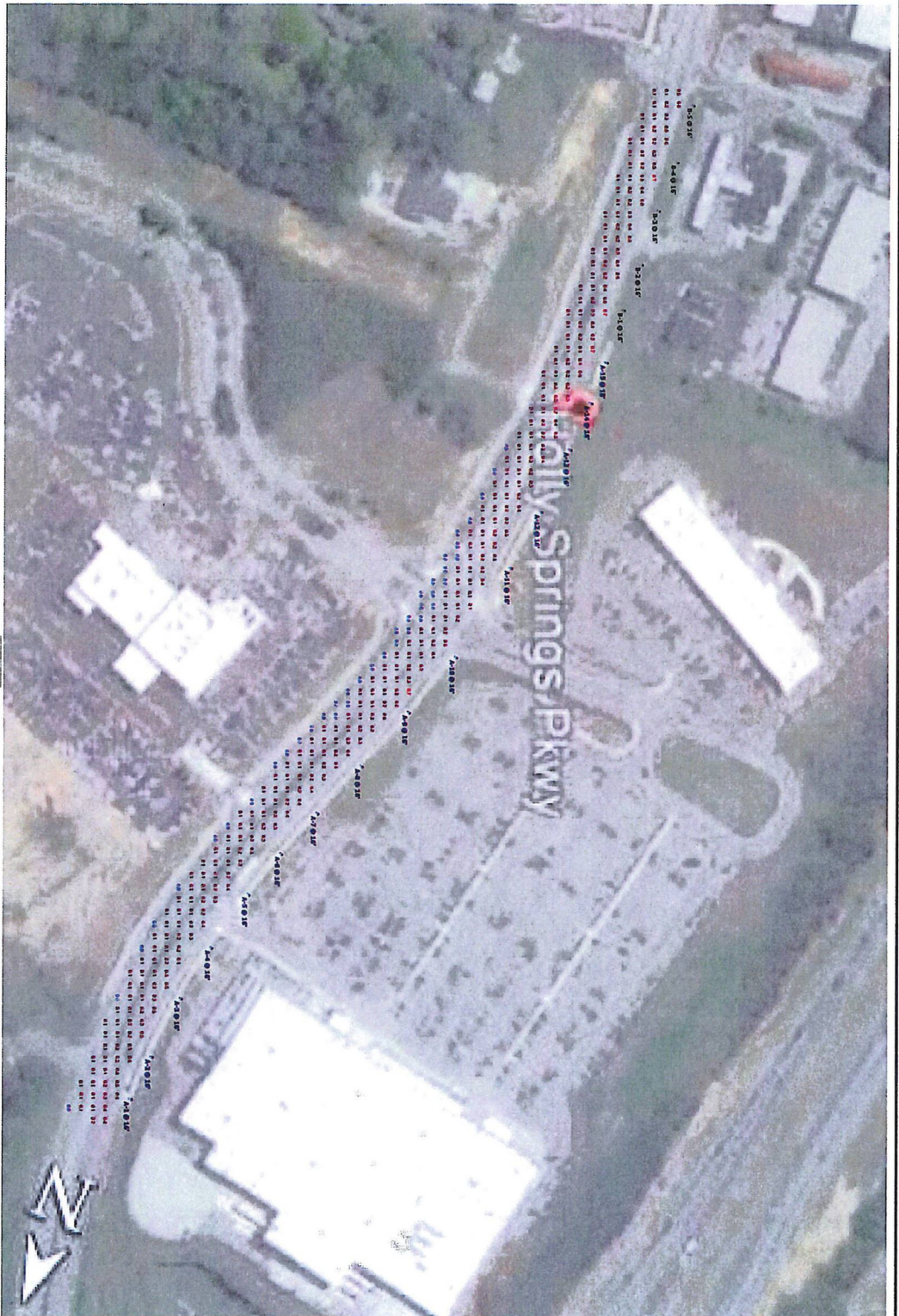
Pre-Payment (\$)
\$45,236.40

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Dustin Young
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Scale: 1" = 50'

Symbol	Legend	Description	Notes
	Right of Way	Right of Way	
	Proposed Road	Proposed Road	
	Existing Road	Existing Road	
	Utility	Utility	
	Tree	Tree	
	Building	Building	

This drawing is not a professional engineering drawing and is provided for informational purposes only. It is not intended to be used for any legal or regulatory purposes. The user of this drawing assumes all liability for any use of this drawing. The user of this drawing assumes all liability for any use of this drawing. The user of this drawing assumes all liability for any use of this drawing.

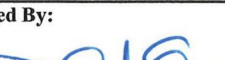
1. Readings are shown in units of millibars.
2. Total light loss factor (LLF) = 0.12 for LED.
3. Mounting height = 15 feet.
4. Pole spacing = 100 feet.
5. Pole spacing = 100 feet.
6. The pole spacing was calculated using specific criteria. Any deviation from stated parameters will affect results.
7. These lighting calculations are not a substitute for independent engineering analysis of lighting system suitability and safety.





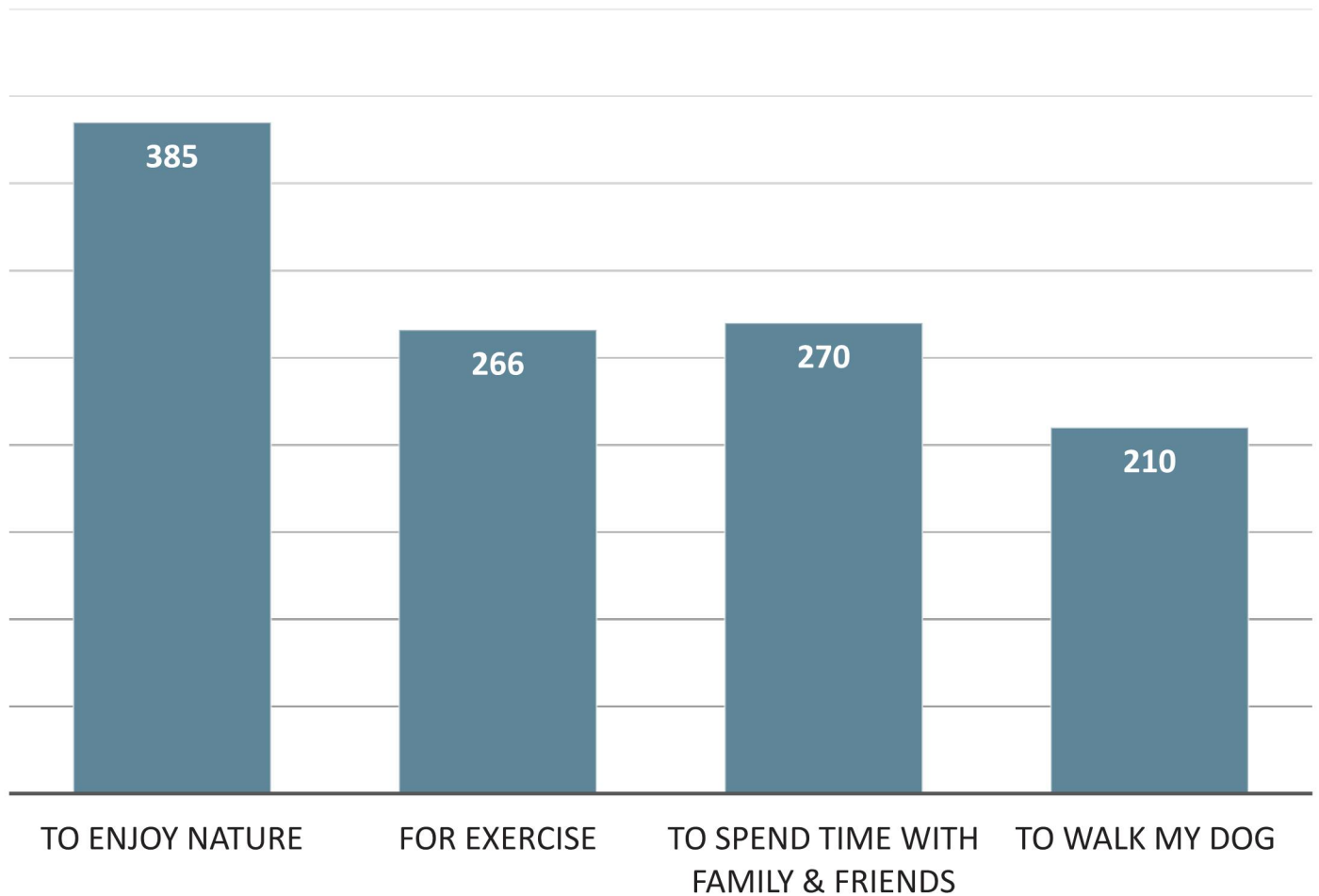
Date:	2/17/2020	Project #:	19-013	Change Order Number:	9
Project:	Hickory Rd and Palm Street Intersection Improvements				
Contractor:	Georgia Development Partners, LLC				
Description of Change:	Hickory and Palm Street Undercutting				
Additional Contract Days:	67				

[illegible]

This Change is Acceptable to:		Georgia Development Partners	Contractor
Signed		Title	<u>Super</u> Date <u>1/29/2020</u>
Recommended By:			Engineer
Signed		Title	<u>2/18/20</u> Date <u>Stonecrest Homes GA</u> <u>PM</u>
Approval By:			Owner
Signed		Title	
		Date	



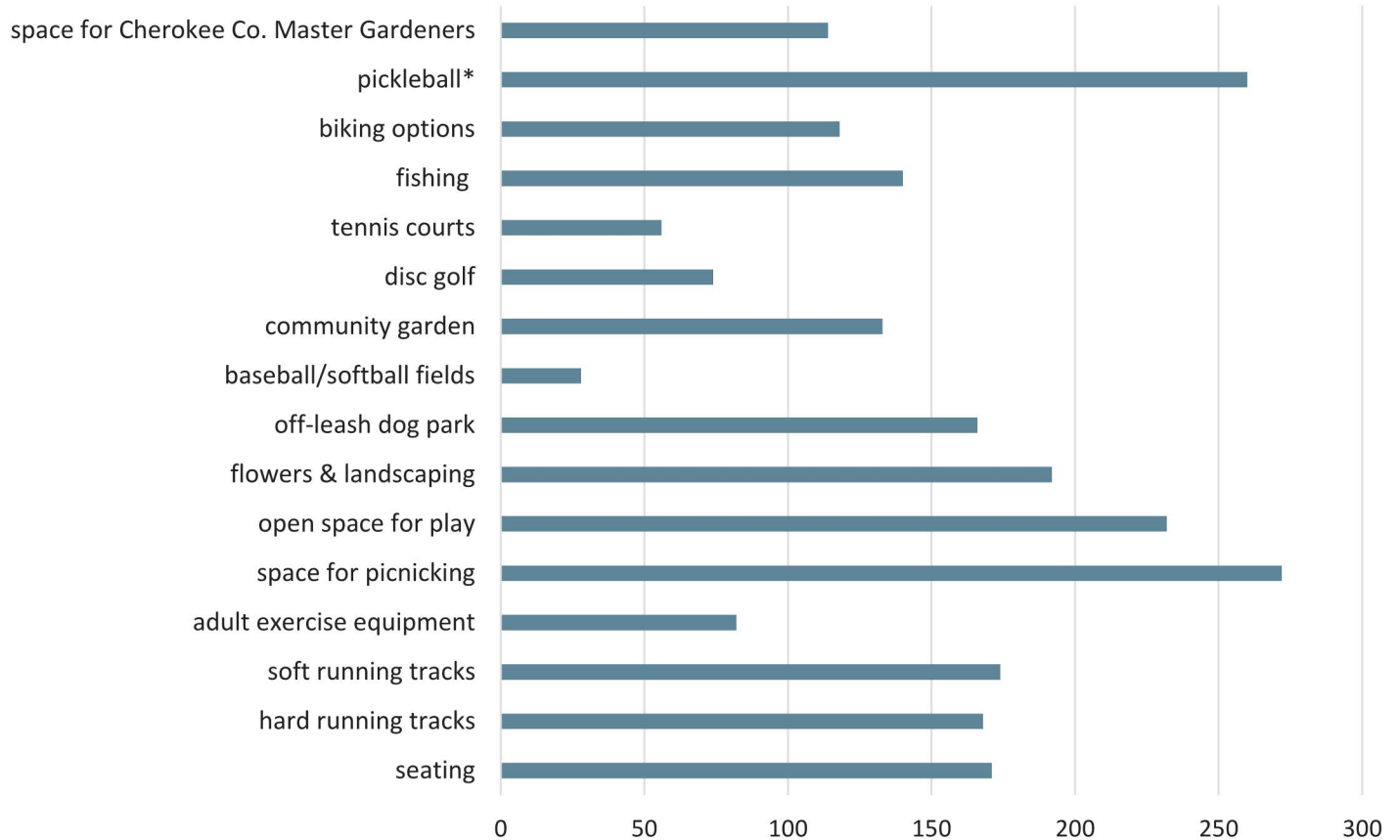
For what reasons would you visit the park? (Check all that apply.)



“OTHER”

running	natural ground cover	quiet tranquility
walking	covered pavilions	organized sports activities
biking-4	festivals	horse trails
dog park	splash pad-3	running
quiet space for bird watching	bike trails-4	basketball court
meeting regulars	dog park	frisbee golf-2
farm-themed park	mountain biking	pickle ball
natural environment	fishing	
easy walking trails	green lawn	

What features would enhance your enjoyment of the park? (Check all that apply.)



**We received approximately 230 survey that only listed pickleball*

We received many answers when asked to list the three most important things the future park needed. Below is a list of the items that were listed the most.

mature trees/nature-13

playground-36

shade (trees or covered pavilions)-39

police presence/safety-4

adequate lighting-6

adequate parking-7

restrooms-11

Georgia Internet Crimes Against Children Task Force

Memorandum of Understanding

Parties

The Georgia Internet Crimes Against Children (ICAC) Task Force is a partially grant-funded, multi-agency endeavor. Grant funding comes from the Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP).

This Memorandum of Understanding (MOU) is entered into by and between the following agencies:

_____ and the Georgia Bureau of Investigation

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating agencies.

Mission

The mission of the Georgia ICAC Task Force is to apprehend and prosecute individuals who exploit children through the use of computers or other digital media. The Task Force will investigate crimes involving Internet sexual predators, to include human trafficking, specifically the commercial sexual exploitation of children, as well as, investigating current sex offenders to ensure compliance under their parole/probation conditions. The Task Force will produce high-quality investigations leading to successful prosecutions of suspects that commit these types of crimes. The Task Force will participate in community education efforts regarding the prevention of Internet Crimes Against Children. The Task Force will provide funding for investigative training and equipment to member-agencies.

Purpose

The purpose of this MOU is to delineate the responsibilities of the Georgia ICAC Task Force, maximize inter-agency cooperation, and formalize relationships between member-agencies. The Task Force will investigate suspects who utilize the Internet to seek children as sexual partners and/or who traffic in child pornography. The Task Force will also partner with other state law enforcement agencies, as well as, other affiliate agencies, to combat human trafficking of children in the State of Georgia. Specific ICAC crimes include Sexual exploitation of a child, Georgia Code 16-12-100. Under Federal law, sexual exploitation of children is described in Title 18, Chapter 110. This MOU does not prohibit the investigation of other Internet crimes against children.

Organizational Structure

The Georgia ICAC Task Force includes police officers, investigators, forensic computer specialists and supervisors, as well as, prosecutors from various local, state, and federal law enforcement agencies who provide assistance subject to availability.

Direction

All participants acknowledge that the Task Force is a joint operation in which all agencies act as partners. The chain of command and supervision of the Georgia Bureau of Investigation, Child

Georgia Internet Crimes Against Children Task Force

Exploitation and Computer Crimes Unit is responsible for the policy and general direction of the Task Force. The Task Force supervisor will periodically contact supervisors and investigators from other participating agencies to keep them informed of training opportunities, unusual circumstances, intelligence information, as well as, the problems and successes of the Task Force.

Activities of the ICAC Task Force are further governed by the Operational and Investigative standards of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention. The document describing the Operational and Investigative Standards contains confidential information not for public release. Member agencies must understand and comply with the standards. The standards are proprietary to OJJDP and the ICAC Working Group. Release of the standards is protected because release will likely jeopardize ongoing investigations. The standards are attached as "Attachment A."

Supervision

The day-to-day operational supervision and administrative control of the Task Force is the responsibility of the ICAC Task Force Special Agent in Charge and the Assistant Special Agent in Charge, assigned to the Georgia Bureau of Investigation, Child Exploitation and Computer Crimes Unit (GBI/CEACC). These supervisors will work cooperatively with other supervisors and investigators from the participating agencies to keep them informed of Task Force issues and progress. Responsibility for the personal and professional conduct of Task Force members remains with the respective agencies, in keeping with each agencies rules regarding conduct.

Investigations

All Georgia ICAC Task Force investigations will be conducted in a spirit of cooperation. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

When information related to child pornography, child sex trafficking, child enticement or any other ICAC related investigation is forwarded to the affiliate agency, either from NCMEC in the form of a cybertip, or from another source, it is the affiliate agency's responsibility to review the information and handle the cybertip within a timely manner. The affiliate agency will be responsible for determining what, if any, actions will be taken based on the National ICAC Investigative Standards, the agency's policies and procedures, and the current Georgia law. It is the affiliate agency's responsibility to notify the Commander or Assistant ICAC Commanders if the affiliate agency is lacking the resources to investigate the information in a timely manner.

Public awareness activities and community outreach are a critical component of the ICAC Task Force. Affiliate Agencies shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety through the use of Internet Safety Presentations in their jurisdictions. All requests for presentations made to the Georgia ICAC Task Force will be distributed to the affiliate agency responsible for that area of coverage and are to be conducted for the requester in a timely manner. Presentations to school personnel, parents, and community groups are excellent ways to promote awareness.

Georgia Internet Crimes Against Children Task Force

Prosecution

The criteria for determining whether to prosecute a particular violation in state or federal court will focus on achieving the greatest overall benefit to the public. Any question arising pertaining to jurisdiction will be resolved through discussions among the investigative and prosecutorial agencies having jurisdiction in the matter. When joint jurisdiction exists, this MOU does not preclude additional prosecution(s) in other jurisdictions.

Media Relations and Releases

Media release information regarding joint Task Force operations will be coordinated and made jointly by all participant agencies. No unilateral press releases will be made by any participating agency without the prior approval of the other participants. No information pertaining to the Task Force will be released to the media without the approval of participant agencies. Media releases shall not include information regarding specific investigative techniques.

All efforts will be made to protect undercover on-line identities. Member agencies will refrain from releasing the undercover on-line identity, age, or sex of investigators. Release of such information could jeopardize ongoing investigations where the same undercover name, age and sex are currently in use.

Here is an example of an information release involving an undercover on-line luring case:

Internet Sexual Predator Arrest – Georgia ICAC Task Force

Tuesday, July 1, 2003, 1040 hours.

Arrested person: John Doe, w/m, 01/01/60 (booked)

Offense: Sexual exploitation of a child,

On Tuesday, July 01, 2003, unemployed suspect John Doe used the Internet on a computer at his home to arrange to meet a minor child for sex. He then traveled to a pre-arranged meeting location in Atlanta where he was arrested at 1040 hours. A search warrant was served at Doe's home and evidence was seized.

Funding for Equipment

ICAC grant funds may be used to provide equipment to Task Force participants to be used in the course of investigations involving Internet crimes against children. The equipment shall be distributed to equip law enforcement with tools that will improve the investigative process. ***This equipment would include a desktop or laptop computer, as well as, other computer forensic equipment, to include cell phone forensic equipment, upon request and approval of the ICAC TF supervisor.*** Member agencies utilizing ICAC equipment agree to conduct investigations of crimes against children as required within their jurisdictions and accordance with ICAC standards. Any repairs to the equipment will be made by the sub-grantee agency. Once the equipment fails to operate and is not repairable, the equipment will be surplus according to the policies of the sub-grantee agency. The sub-grantee will notify the GBI/CEACC in writing once the equipment is surplus.

Funding for Training

ICAC grant funds may be used to provide training that would be useful in the investigation of Internet crimes against children. The training will permit Task Force participants to gain the knowledge and skills needed to investigate Internet crimes against children. Member agencies

Georgia Internet Crimes Against Children Task Force

receiving ICAC funded training agree to conduct investigations of crimes against children as required within their jurisdictions.

Duration and Termination

This MOU will remain in effect for a minimum two-year period beginning on the last date of signing listed below. Renewal of the agreement will be automatic unless the agreement is terminated by either party. Task Force member agencies may voluntarily withdraw participation at any time by providing written notice. Membership may be terminated by written notice of violation of ICAC operational and investigative standards.

For the Georgia Bureau of Investigation

For the _____

Date: _____

Date: _____

This document has been approved as to form by the GBI, Director of Legal Services.

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

March 2, 2020

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.

