



City of Holly Springs

Date: Monday, February 1, 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. SPECIAL PRESENTATION

- Officer of the Year
- Bob Fuller Leadership Award
- Promotion Ceremony
 - Corporal Patrick Davis
 - Corporal Cori Hubeli

V. PUBLIC COMMENTS

VI. UNFINISHED BUSINESS

- A. Discuss a request from A1 Contracting, LLC for relief from liquidated damages for the Palm Street Sidewalk & Drainage Improvement Project
Presented By: Steven W. Miller, Mayor

VII. NEW BUSINESS

- B. Discuss the Georgia Highway Safety Grant Application
Presented By: Corporal Mike Adams

- C. Town Center Demolition Project (RFB # 2020-05) bids
Presented By: Robert H. Logan, City Manager
- D. Discuss a quote from Cleghorn Contracting for additional demolition and haul off at Cagle Family Farm
Presented By: Robert H. Logan, City Manager
- E. Discuss quotes for a Traffic Signal Warrant Study at the intersection of Holly Springs Parkway and Fox Creek Drive
Presented By: Robert H. Logan, City Manager
- F. Discuss a resolution authorizing the submittal of the Workforce Innovation and Opportunity Act (WIOA) grant proposal to the Atlanta Regional Commission (ARC) for workforce development projects
Presented By: Robert H. Logan, City Manager
- G. Discuss a client services agreement between WellStar Medical Group, LLC, and the City of Holly Springs, Georgia
Presented By: Karen Norred, City Clerk/Human Resources Director
- H. Discuss A-01-2021, annexation of 0.65+/- acres located on Hickory Road, Cherokee County, GA tax parcel 244 of tax plat 15N14
Presented By: Nancy Moon, Community Development Director
- I. Discuss MA-07-2020, applicant requests rezoning of 15.72 +/- acres located on Palm Street and Palm Lake Drive, Holly Springs, GA, tax parcels 094 and 095 of tax plat 15N15, tax parcel 082A of tax plat 15N15A, from LI, Light Industrial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development
Presented By: Nancy Moon, Community Development Director
- J. Discuss approval of Escrow Agreements for Performance and Maintenance for the Turner Village subdivision in lieu of the Performance and Maintenance Bonds among the City of Holly Springs and PR Turner LLC and The Abram Law Group, LLC
Presented By: Nancy Moon, Community Development Director

VIII. REPORTS

IV. ADJOURNMENT

City Council Special Called Meeting
Agenda
Immediately following the Work Session

I. CALL TO ORDER

II. NEW BUSINESS

- A. Approve/deny authorizing the submittal of and ratifying the Georgia Highway Safety Grant Application
- B. Approve/deny a resolution authorizing the submittal of the Workforce Innovation and Opportunity Act (WIOA) grant proposal to the Atlanta Regional Commission (ARC) for workforce development projects; and authorizing the Mayor to execute all documents pertaining to the grant proposal; and authorizing the City Manager and/or Finance Director to act in matters pertaining to the participation in the grant
- C. Approve/deny the Performance Escrow Agreement for the Turner Village subdivision in lieu of the Performance and Maintenance Bonds among the City of Holly Springs and PR Turner LLC and The Abram Law Group, LLC
- D. Approve/deny the Maintenance Escrow Agreement for the Turner Village subdivision in lieu of the Performance and Maintenance Bonds among the City of Holly Springs and PR Turner LLC and The Abram Law Group, LLC

III. ADJOURNMENT



January 29, 2021

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

Subject: Palm Street Sidewalk and Drainage Improvement Project Time
Extension Request

Dear Mr. Logan:

BM&K was asked to provide a summary for the latest time extension request from A1 Contracting for the above referenced project. The request seems to focus on two areas of concern from A1 Contracting. The first area of concern focuses on alleged delays caused by Georgia Power and/or the City of Holly Springs stemming from the City's timeline for securing an agreement with Georgia Power to relocate 4 power poles that were in conflict with the installation of the 54" storm drain pipe. A1 Contracting claims they were impeded from laying the storm drain pipe because of the conflicting power poles. However, the power poles were only in conflict for approximately half the project. The other half of the project was clear of above ground and underground utilities on the west side. A1 Contracting could have begun laying pipe at approximately station 12+25 LT and continue to the beginning of the project without conflicts at any time. Additionally, A1 Contracting continued to not understand the proper procedures and timeframes for utility relocations on roadway projects.

The below sections are taken directly from the GDOT Specifications which are part of the contract. These sections outline the City's and the contractor's responsibilities as they relate to utilities.

I. 105.06 Cooperation with Utilities

- i. The Department (City) will notify all utility companies, all pipeline owners, all railroad companies, or other parties affected of Award of the Contract, giving the name and address of the Contractor, and will assist the Contractor in arranging for all Section 105-Control of Work 25 necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction.
- ii. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, railroad facilities, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for elsewhere in the Contract.

- iii. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them. Delays and interruptions to the controlling Item or Items of The Work are covered in Subsection 107.21.G.
- iv. It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform his removal and relocation work

a. 107.21.G. Delays

- i. Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will be considered for an extension of Contract Time as provided in Subsection 108.07 unless such delays are due to the negligence of the Contractor.

b. 108.07.E. Extension of Contract Time

- i. If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract Time allowed for performance shall be extended on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer, whose decision shall be final and conclusive. If the estimated time for the consolidation of embankments at bridge ends is extended, the Contract Time will be extended as provided in Subsection 208.3.05.B.3.
- ii. If the normal progress of The Work is delayed for reasons beyond his control, the Contractor shall, within 15 days after the start of such delay, file a written request to the Engineer for an extension of time setting forth therein the reasons and providing complete documentation for the delay which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.
 - a. The highlighted portion above in an important section for the contractor to notify the City within 15 days after the contractor notices a utility delay. AI did send notice of the delay but did not include a request for any extension of contract time – Notice sent via email on June, 1st 2020. The first request for a time extension was dated September 29, 2020 but was not received until October 6, 2020 which was after the original completion date of the project.
- iii. If the Engineer finds that The Work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.
- iv. Any authorized extension of the Contract Time will be in full force and effect the same as though it was the original Contract Time.

The second item from A1 Contracting is a change order that was issued for fence. The change order only included a change in material for the fence. There were two pay items that were part of the original contract. The two items included removing and resetting existing fences along two parcels on the project. It was the intent for this fence to be removed and reset using the same material that was removed. A1 Contracting chose to wait until the end of the project to work on these fences. It was determined that the existing fence material was not reusable so a Change Order was approved (November 6, 2020) to pay \$21 per foot for new material. The fence request for utilizing new material was submitted on November 2, 2020. The fence was not an added item. The fence could have been rebuilt at any time during the project and would have made sense to do this work as one of the first items of construction to have them out of the way.

It is the opinion of BM&K that not only should A1 Contracting be assessed liquidated damages for this project, but possibly should not be allowed to bid on future work in the City for a minimum of two years. This is based on the information detailed in this letter and the following items:

1. Lack of understanding of GDOT specifications for this type of work leading to numerous contract violations
2. Project lacked consistent onsite supervision
3. Personnel onsite daily lacked communication
4. City was notified by 3rd party to pay monthly project payments to attorney instead of A1 for default on loan by A1
5. Notices of failure to pay suppliers. A1 stated this was corrected but have received no affidavits from supplier for verification.
6. Traffic Control violations where fines were issued
7. Erosion Control violations where fines were issued
8. Overall workmanship as it relates to fence and final paving
9. Minimal work completed on punch list

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

Sincerely,

Jacob Hughes, P.E.
Consultant City Engineer



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

RHL

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: A1 Contracting Liquidated Damages

DATE: January 15, 2021

RECOMMENDATION: To discuss the imposition of liquidated damages levied against A1 Contracting by the City of Holly Springs pursuant to the construction contract for the Palm Street Sidewalk & Drainage Improvements Project.

REPORT-IN-BRIEF: Mayor Miller and I met with Jason Moody from A1 Contracting on January 8, 2021 to discuss the imposition of liquidated damages levied by the City of Holly Springs against A1 Contracting for its failure to complete the Palm Street Sidewalk & Drainage Improvements Project by the end of September. Jacob Hughes has corresponded with Mr. Moody numerous times and recommends that the liquidated damages should be assessed pursuant to our contract with A1 Contracting. I have attached to this agenda report a copy of the outstanding punch list prepared by Jacob Hughes from BM&K as well as the calculation of liquidated damages through the end of December, fine assessments imposed by the City of Holly Springs against A1 Contracting and the request for substantial completion from A1 Contracting effective December 30, 2020.

FISCAL IMPACT: Accrued liquidated damages through December 30, 2020 total \$93,000. The City of Holly Springs City Council approved relief for an additional sixteen days amounting to \$16,000. The net amount assessed against A1 Contracting is currently \$77,000 at December 31, 2020.



www.bmandk.com

January 7, 2021

A1 Contracting
138 Moose Loop Road
Canton, GA 30114
Attn: Jason Moody

RE: Palm Street Sidewalk & Drainage Improvements Project - Final Inspection & Punchlist

Dear Mr. Moody,

A final walkthrough was conducted on the above referenced project on January 6, 2021 by City personnel and BM&K. The project was deemed substantially complete at this time. However, the items listed below will need to be addressed before the project will be accepted as final. Per the contract, the contractor is responsible for maintenance of the project until final acceptance. Additionally, items may be added to the punch list until final acceptance of the project.

Corrective Items:

1. Multiple catch basins do not have access steps and/or are placed incorrectly. Provide access steps to each catch\ basin.
2. Remove all survey stakes
3. Clean out catch basins of all debris and/or trash.
4. Some catch basins (A11.2, A14, A13) are not sealed and are leaching ground water into the catch basin. Repair with grout to stop leaking.
5. Remove all silt fence
6. Remove all debris (i.e., rocks, concrete & asphalt chunks) from all mowable areas
7. Clean up wood debris at approximately STA 4+50 LT
8. Add Rip Rap at drainage structure A12.1 and regrade the area to remove silt
9. Regrade area at STA 4+50 LT to remove standing water
10. Remove loose nails along the ground and on top of posts at new fence on parcels 9 & 10.
11. Coordinate the removal of the utility in Catch Basin 9.1
12. Stabilize ditch flowing into inlet A6.2 at STA 11+00 LT with either ditch matting and/or rip rap.
13. Remove tree stump at approximately STA 7+75 LT
14. Remove wood formwork from all catch basins
15. Remove pallet of Quickcrete from behind fence at Haygood property at STA 16+00 RT
16. Remove and replace lid to catch basin A2. The manhole does not align with the basin.

103 Mountain Brook Drive, Suite 112, Canton GA, 30115

phone: 678.522.5601



www.bmandk.com

17. Coordinate with Cherokee County Water Sewerage Authority on the location of the valve for the fire hydrant at approximately STA 19+90 RT. Seems to be buried.
18. Remove all old fence posts along the right of way where the old fence line existed on parcels 9 & 10. Some stubs are remaining.
19. Repair and/or seal all cracks in sidewalk and curb and gutter throughout the project limits
20. Repair unacceptable workmanship on new fence on Parcel 10. Fence posts are not placed at 24" specified depths. Many boards are not properly aligned with posts. Some posts have many nail holes where boards were nailed and removed and renailed.
21. Fence change order pricing included painting of all fences to match existing fences as much as possible.
22. Regrade areas along Parcel 9 to soften the transition from the shoulder point to the new fence. The area can be stabilized with sod.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Hughes".

Jacob Hughes, P.E., Consultant City Engineer

CC: Robert H. Logan, City Manager City of Holly Springs
Nancy Moon, Community Development Director, City of Holly Springs
Donald Bean, BM&K Inspector

CONTINUATION SHEET

To: City of Holly Springs
PO Box 990
Holly Springs, GA 30142

AI Contracting, LLC
138 Moose Loop Rd
Canton, GA 30014

Job Name: City of Holly Springs, Palm Street Sidewalk and Drainage Improvements
Project Number: RFB# 2020-01

PAGE 2 OF 3

APPLICATION NO: 7
APPLICATION DATE: 12/08/20
PERIOD TO: 12/07/20

A	B	C			D	E	F	G	H	I	J	K	L	
ITEM NO.	DESCRIPTION OF WORK	Qty	Units	Unit Cost	SCHEDULED VALUE	PREVIOUS		CURRENT		COMPLETED TO DATE			BALANCE TO FINISH (G-J)	RETAINAGE
						PREVIOUS APPLICATION Qty	PREVIOUS APPLICATION TOTAL	THIS PERIOD Qty	THIS PERIOD Total	TO DATE Qty (D+E)	TO DATE Total	% Complete (I/C)		
***	#57 stone - 127 TN @ \$35/per TN FES (\$1450.00)													
***	Install Doghouse over 24" RCP (\$4,200)													
***	Re-excavate, cut pipe, pour concrete 5'x5'x4", Build 4x4 brick box/pour throat pour top backfill													
***	Install 3rd Concrete Apron 14'x14'x6" Demo curbs & gutters, cut in dirt slope compact, install 4" GAB, pour concrete 14'x14'x6" (\$9578.60)													
	Traffic Control Violation - Deduct	2	EA	\$ (1,300.00)	(\$2,600.00)	-2.00	(\$2,600.00)			-2.00	(\$2,600.00)		\$0.00	-\$260.00
	Liquidated Damages - Deduct	2	EA	\$ (1,000.00)	(\$2,000.00)	-2.00	(\$2,000.00)			-2.00	(\$2,000.00)		\$0.00	-\$200.00
	Liquidated Damages - Deduct 10/01-10/31	31	EA	\$ (1,000.00)	(\$31,000.00)	-31.00	(\$31,000.00)			-31.00	(\$31,000.00)		\$0.00	-\$3,100.00
	Liquidated Damages - Deduct 11/01-11/30	30	EA	\$ (1,000.00)	(\$30,000.00)			-30	(\$30,000.00)	-30.00	(\$30,000.00)		\$0.00	-\$3,000.00
	Totals				\$1,174,631.00		\$889,523.15		\$103,346.43		\$992,869.58		\$181,761.42	-\$99,286.96

LD through Nov. 30th : \$ 63,000

LD through December : 30,000

Less CO approved by Council: (16,000)

\$ 77,000



1/4/21

CERTIFICATE OF COMPLETION

I hereby affirm, to the best of my knowledge and belief, based on inspections, observations, testing of the construction and upon reports submitted by others, that Palm Street Sidewalk and Drainage (Holly Springs, GA) has substantially been completed as of 12/30/20, including the change order regarding the installed fence.

Thank you,

Dennis O'Briant

Operations Manager

Dennis O'Briant

Rob Logan

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Friday, January 15, 2021 8:27 AM
To: Rob Logan
Subject: FW: Palm Street Project Traffic Control Deduction
Attachments: Equipment No Flagging.pdf

This was the 1st Traffic Control violation.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Thursday, September 10, 2020 10:20 AM
To: 'Jason Moody' <jason.a1contracting@gmail.com>; 'Dennis O'Briant' <denniso.a1contracting@gmail.com>
Cc: 'Rob Logan (rlogan@hollyspringsga.us)' <rlogan@hollyspringsga.us>; 'Erin Honea' <ehonea@hollyspringsga.us>; 'Donald Bean' <dbean@bmandkinc.com>
Subject: Palm Street Project Traffic Control Deduction

Gentlemen,

The attached pic shows equipment in the travel lanes without the proper flagging operation. This has been discussed onsite with A1 personnel numerous times by the inspection staff. This is in direct violation of section 150 of the contract and results in a non-refundable \$1300 deduction per section 150.5.01 of the contract. This shall be reflective on the next pay application and shown in a new line item titled "Traffic Control – Deduction" as a deduction. This fine is a daily charge and will be assessed each day that a violation is noted.

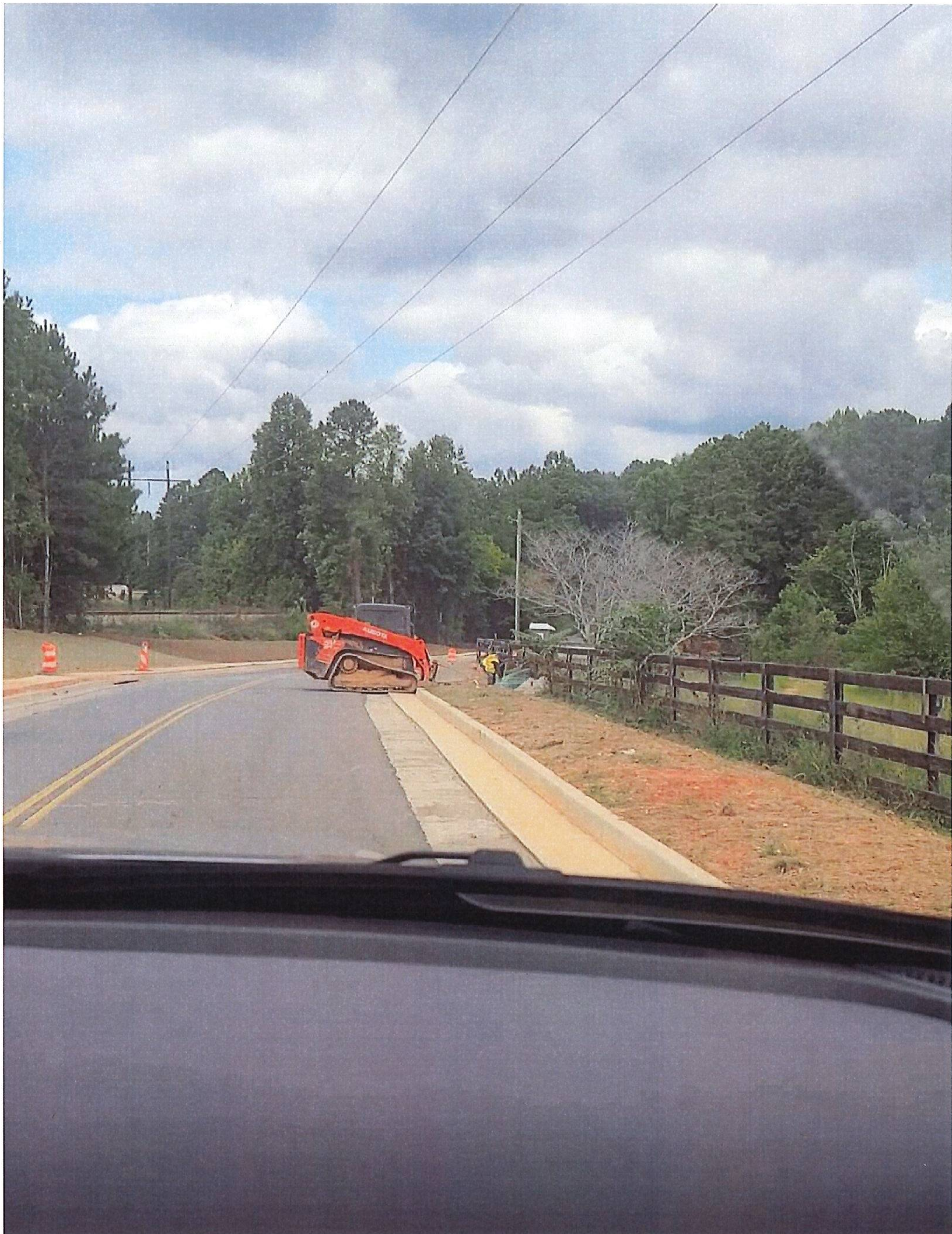
Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com



Rob Logan

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Friday, January 15, 2021 8:32 AM
To: Rob Logan
Subject: FW: Palm Street Project Traffic Control Deduction

And this was the 2nd one...this one didn't have any pics.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Monday, September 28, 2020 8:05 AM
To: 'Jason Moody' <jason.a1contracting@gmail.com>; 'Dennis O'Briant' <denniso.a1contracting@gmail.com>
Cc: 'Rob Logan' <rlogan@hollyspringsga.us>; 'Erin Honea' <ehonea@hollyspringsga.us>; Donald Bean <dbean@bmandkinc.com>
Subject: RE: Palm Street Project Traffic Control Deduction

Gentlemen,

On Friday (9-25-20), equipment was present in the travel lanes without the proper flagging operation. This has been discussed onsite with A1 personnel numerous times by the inspection staff. This is in direct violation of section 150 of the contract and results in a non-refundable \$1300 deduction per section 150.5.01 of the contract. This shall be reflective on the next pay application and shown in a new line item titled "Traffic Control – Deduction" as a deduction. This fine is a daily charge and will be assessed each day that a violation is noted. This is the second time this has happened this month.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: [Rob Logan](#)
To: [Karen Norred](#); [Erin Honea](#)
Cc: jacob@bmandkinc.com
Subject: FW: Info
Date: Thursday, January 28, 2021 11:06:07 AM
Attachments: [Dec 9 completion request.pdf](#)
[16 day request.pdf](#)
[Ga power delays.pdf](#)
[Nov 6 completion request.pdf](#)
[Fence approval and time extension request.pdf](#)
[image002.png](#)

These are the documents that Jason sent in regard to the request for relief from the liquidated damages. Jacob will also be present at the meeting Monday night.

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
rlogan@hollyspringsga.us
(Office) 770-721-7503
(Fax) 678-880-9500

From: Jason Moody <jason.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 12:11 PM
To: Rob Logan <rlogan@hollyspringsga.us>
Subject: Info

Rob,

Attached are my supporting documents to back up my request for relief from LDs. It is actually 90 days once broken down. 53 for utility, 21 for the fence and the 16 that have already been granted. Being that Dec 9 was the day Perm striping was installed and the fence REPLACEMENT was added to the scope I feel that Dec 9 should be the completion date with a request 74 days of LD relief which does not include time for the fence.

I appreciate everyone's time and consideration during these trying times!!

Please feel free to contact me if needed.



Jason Moody
PRESIDENT
SITE – CONCRETE – LANDSCAPE
138 Moose Loop Road | Canton GA 30114
PHONE | 770 345 9464 | MOBILE 404 849 1343
EMAIL | Jason.A1Contracting@gmail.com
"INTEGRITY FIRST"



OCT

Jacob , we are requesting a five day extension on the doghouse structure built from an approved change order 1. Excavate and cut pipe and pour base, let it cure 2. Build brick structure, let it cure 3. Backfill and compact frame throat and pour, let it cure 4. Strip throat, frame top and pour, let it cure 5. Strip top backfill. The approved change order for apron, 1 day grade and pour

The FES and pipe approved change order, we are requesting a 1 day extension

Road milling and paving extension, we were scheduled to start oct 23rd and due to the on and off rain for the week I am requesting a 7 day extension for this. I have attached the rain log for this timeframe and this has a direct effect on the paving timeline. Thank you

Dennis O'Briant

Operations Manager

* This was SENT w/ OCT
Pay App
AT This Time the fence change order was
NOT Approved!

Mayor
Steven W. Miller

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 - Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

November 18, 2020

Mr. Jason Moody
A1 Contracting, LLC
138 Moose Loop
Canton, GA 30114

Dear Jason,

I forwarded your request for an extension and relief from liquidated damages to BM&K Construction & Engineering for their review. Based on their review of the documents that you submitted and the construction contract, BM&K recommended that the City of Holly Springs grant the following:

Weather Delays	9 additional days
Change Orders	7 additional days
Utility Delays	0 additional days

The City of Holly Springs City Council discussed your request at their meeting on November 16th and voted to grant A1 Contracting, LLC sixteen (16) additional days based on the recommendation from BM&K Construction & Engineering. Therefore, liquidated damages shall continue to accrue until the work outlined in the contract has been completed.

If you have any questions, please feel free to contact me at City Hall at 770-345-5536.

Sincerely,

Robert H. Logan, CPA, CGMA
City Manager

cc: Jacob Hughes, PE
Karen Norred

*This Request had nothing
to do w/ Fence*



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm street

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>
To: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>
Cc: Jacob Hughes <jacob@bmandkinc.com>

Wed, Dec 9, 2020 at 3:38 PM

Good afternoon, Donald we will be finished with the permanent striping at the end of day, and the fence will continue for the rest of the week.
This email will stand as a notice for substantial completion on the Palm street drainage project.

The city is charging LD's on
Change order work.

Jacob Hughes <jacob@bmandkinc.com>
To: Dennis O'Briant <denniso.a1contracting@gmail.com>
Cc: Rob Logan <rlogan@hollyspringsga.us>, Jason Moody <Jason.A1Contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

Wed, Dec 9, 2020 at 4:18 PM

Dennis,

I agree that substantial completion will be achieved when the fence has been completed.

Also, I received a time extension request from Bobbye with the last pay app requesting 10 additional days for the fence. A1 was already granted additional days for the fence Change Order. See attached letter from City Manager. No additional days will be granted.

Jacob
Hughes,
P.E.

Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115



Cell 678.522.5601
jacob@bmandkinc.com

* The Fence change order was NOT approved
until Nov. The 16 Day Extension was
from the October Request. DID NOT
Include ANY Type of Request for
the Fence.



12/07/2020

Good afternoon, this is a request for a 10 day extension for the fence change order that was approved. thank you

Dennis O'Briant

Operations Manager

* This was submitted before anyone
knew the second fence had to be phased.
Phasing this fence took 11 additional calendar days

Jason Moody

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 11:51 AM
To: Jason Moody
Subject: Fwd: Palm street

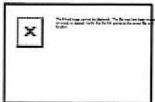
----- Forwarded message -----

From: **Jacob Hughes** <jacob@bmandkinc.com>
Date: Fri, Nov 6, 2020, 4:56 PM
Subject: RE: Palm street
To: Dennis O'Briant <denniso.a1contracting@gmail.com>
Cc: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>, Rob Logan <rlogan@hollyspringsga.us>

OK. Let's go with the new fence. The removal item in the contract should cover removing the existing fence. The new fence item can be paid for in the contingency line item and the reset fence item will not be used.

Mr. Ince needs a few days of notice prior to demo...he has animals.

**Jacob
Hughes, P.E.**



Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Friday, November 6, 2020 4:53 PM
To: Jacob Hughes <jacob@bmandkinc.com>
Cc: Donald Bean <dbean@bmandkinc.com>; Jason Moody <Jason.A1Contracting@gmail.com>; Rob Logan <rlogan@hollyspringsga.us>
Subject: Re: Palm street

Jacob, the 21.00 If price includes paint, both fences are dilapidated and in bad condition,I would not recommend trying to reuse the fence.

On Fri, Nov 6, 2020, 4:32 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

The intent for both fences prior to construction was to indeed remove and reset the existing fence. I know during construction some of the fence has been damaged and was replaced. A1 needs to determine if the fence can be removed and reused. If not, then are you saying the new fence price is \$21 per linear foot installed for new fence? That price should include painting the fence to match the existing if the property owners desire it to match.

Jacob Hughes, P.E.	Senior Project Manager 103 Mountain Brook Drive Suite 112 Holly Springs, GA 30115 Cell 678.522.5601 jacob@bmandkinc.com www.bmandk.com
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From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Monday, November 2, 2020 4:50 PM
To: Jacob Hughes <jacob@bmandkinc.com>; Donald Bean <dbean@bmandkinc.com>; Jason Moody <Jason.A1Contracting@gmail.com>
Subject: Palm street

Jacob, hope you are well today. I would like some clarification on the fence, in the line item we will remove and reset the existing fence and it states the same in the contract documents under having to remove and reset miscellaneous items, the price we have provided is for that only, both of the homeowner's are expecting and upgraded new fence and the price for that is 21.00 a linear foot, and the total fence line for both properties measures 1381 lf, it is over the line item by 81 ft. Please advise the direction you would like to go from here. Thank you.

Jason Moody

From: Jason Moody <jason.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 11:43 AM
To: Jason Moody
Subject: Fwd: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

----- Forwarded message -----

From: **Jason Moody** <jason.a1contracting@gmail.com>

Date: Tue, Jan 5, 2021, 6:06 PM

Subject: Re: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Dennis O'Briant <denniso.a1contracting@gmail.com>, Varri Kline <varrik.a1contracting@gmail.com>, Rob Logan <rlogan@hollyspringsga.us>, Donald Bean <dbean@bmandkinc.com>

Ok Jacob, if you say so... You might want to review your emails....

On Tue, Jan 5, 2021, 6:03 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

I'm not implying anything...I'm telling you straight up...the CO that was approved by City Council only included the items that were listed (i.e. doghouse, new concrete driveway)...in a separate email chain the fence was approved on 11-6-20 and it didn't include any time request from A1.

** This Request was made on 12/7*

On Tue, Jan 5, 2021 at 5:57 PM Jason Moody <jason.a1contracting@gmail.com> wrote:

You are implying that the request approved by the city included the fence, now you are saying no time has been requested, which is Jacob?

Sounds like it was never presented To the City Council?

On Tue, Jan 5, 2021, 5:55 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

Jason I don't know how many times we are going to have to go over this. A change order for replacing fence was approved via an email chain on 11-6-2020. You were copied in it. No time was requested for fence. No time will be granted for fence...as previously stated your contract was to remove and reset the existing fence...the only thing that changed was the old fence was not in any shape to be reused so you had to use new materials.

On Tue, Jan 5, 2021 at 4:20 PM Jason Moody <jason.a1contracting@gmail.com> wrote:

Jacob,

The 10 Day Request was Projected on

You do realize that additional time requested did not include the fence as it was not approved at the time. The replacement of the fence was never part of the contract.

12/9 By Jacob

On Tue, Jan 5, 2021, 3:45 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

Dennis,

The City's letter granting your time extension included 7 days for the Change Orders and an additional 9 days for weather. This means that time will stop officially on 12-30-20. However, you will only be charged 14 days for the month of December for liquidated damages. That can be reflected on the next pay app.

**Jacob
Hughes, P.E.**

Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

Sent: Tuesday, January 5, 2021 3:12 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Varri Kline <varrik.a1contracting@gmail.com>; Jason Moody <Jason.A1Contracting@gmail.com>

Subject: Re: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

Jacob, the fence was finished on this date and that was a change order, the permanent striping was finished December 5th. In my records that is the original substantial completion date.

On Tue, Jan 5, 2021, 2:19 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

~~We agree and will stop time on the project on 12-30-2020 per your letter. The City will forward a punch list for completion within 30 days of receipt when it is compiled next week.~~

**Jacob
Hughes, P.E.**

Senior Project Manager
103 Mountain Brook Drive
Suite 112



12/07/2020

Good afternoon, this is a request for a 10 day extension for the fence change order that was approved.thank you

Dennis O'Briant

Operations Manager

* This was submitted before anyone
knew the second fence had to be phased.
Phasing this fence took 11 additional calendar days



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm street

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Wed, Dec 9, 2020 at 3:38 PM

To: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Cc: Jacob Hughes <jacob@bmandkinc.com>

Good afternoon, Donald we will be finished with the permanent striping at the end of day, and the fence will continue for the rest of the week.

This email will stand as a notice for substantial completion on the Palm street drainage project.

*The city is charging LD's on
Change order work.*

Wed, Dec 9, 2020 at 4:18 PM

Jacob Hughes <jacob@bmandkinc.com>

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Cc: Rob Logan <rlogan@hollyspringsga.us>, Jason Moody <Jason.A1Contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

Dennis,

I agree that substantial completion will be achieved when the fence has been completed.

Also, I received a time extension request from Bobbye with the last pay app requesting 10 additional days for the fence. A1 was already granted additional days for the fence Change Order. See attached letter from City Manager. No additional days will be granted.

**Jacob
Hughes,
P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

** The Fence change order was NOT approved
until Nov. The 16 Day Extension was
from the October Request. DID NOT
Include ANY Type of Request for
the Fence.*



www.bmandk.com

March 2, 2020

TO: A1 Contracting, Georgia Power, COMCAST Cable, Crowncastle, Cherokee County Water & Sewer Authority (CCWSA), Atlanta Gas Light, Windstream Communications, Zayo,

RE: Notice to Proceed - Utilities
Palm Street Sidewalk & Drainage Project

Dear Sir or Madam:

This project was awarded to A1 Contracting by the Holly Springs City Council on February 24, 2020 and construction will begin soon.

You are hereby directed to proceed with the removal, relocation and adjustment of your utility facilities in conflict with the proposed construction. Work shall be completed within sixty days from the date of this letter, or an adjustment schedule needs to be provided to our offices for review and approval. In the event it is not possible for all of your work to be completed within the scheduled time, please notify this office promptly of your schedule for completion, outlining the reasons for not completing your work within the allotted time as stated above.

Before beginning any adjustment work on this project, it will be necessary for you to contact Jacob Hughes, P.E. to arrange for the required City of Holly Springs Utility permit/supervision of your work.

If a half size set of plans or electronics are needed please let us know and we will get the information to you for the project.

If we can provide any further information or assistance, please contact me at (678)522-5601.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Hughes", written over the typed name "Jacob Hughes, P.E.".

Jacob Hughes, P.E.
Consultant City Engineer
City of Holly Springs, Georgia

103 Mountain Brook Drive, Suite 112, Holly Springs, GA 30115

phone: 678.522.5601



Dennis O'Briant <denniso.a1contracting@gmail.com>

RE: Ga Power poles City of Holly Springs Palm St project

7 messages

Gay, John C. <JCGAY@southernco.com>

Tue, Oct 13, 2020 at 8:37 AM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Cc: "Gay, John C." <JCGAY@southernco.com>, "Boggs, Christopher J." <cjboggs@southernco.com>

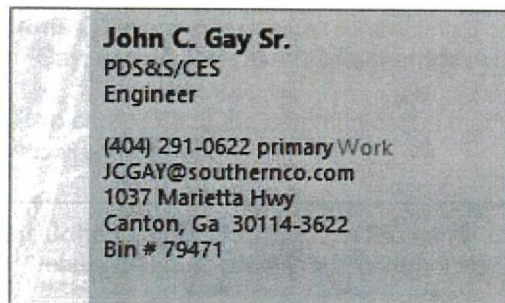
Dennis,

Here is a timeline of communications, GPC agreement, and GPC construction for this project:

- **11/18/2019:** GPC received 1st submission plans
- **01/06/2020:** GPC returned to BMK (representative for the city as Project Manager) existing and proposed
- * • **03/02/2020:** GPC received NTP from the city
 - No 2nd submission plans were received
 - No other communication was received or discussion about GPC's proposed relocations prior to the NTP issuance
 - GPC replied immediately to this NTP notification explaining that several items had to be completed before release to GPC construction
- **03/11/2020:** GPC (John Gay & Chris Boggs) met with BMK (Jacob Hughes) to discuss overhead power lines and poles in conflict with installation of 54" storm drain pipe
 - Discussion led to redesign for GPC proposed relocations due to constructability issues for the install of above referenced storm drain
- **05/27/2020:** GPC sent agreement to the city of Holly Springs
- **06/17/2020:** GPC received executed agreement from the city of Holly Springs
- **07/20/2020:** GPC construction started
- **08/30/2020:** GPC construction completed; approximate date ▶ We were at a stand still on July 7 (Approx 53 calendar Day Delay)

Let me know if you need any other information.

* The NTP was Issued 3.5 Months Before The Agreement was Signed BY the City. Please Keep In MIND this should Be Done Prior To NTP



From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Monday, October 12, 2020 2:49 PM
To: Gay, John C. <JCGAY@southernco.com>
Subject: Fwd: Ga Power poles

EXTERNAL MAIL: Caution Opening Links or Files

John here is the emails I have sent to BM and K referring to the poles, let me know if you can help me in any way. thanks John

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Date: Mon, Jun 1, 2020 at 3:49 PM
Subject: Ga Power poles
To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

Gentleman, I have spoken to Ga Power about the schedule to remove or relocate the poles at the Palm street project, he stated that the City of Holly Springs has not signed the agreement yet with Ga Power to proceed with their scope of work, and that they are a minimum of two weeks out once signed, this will impede on A1 Contractings schedule to safely install the pipe and structures around these poles, is there any way to fast track this? Thank you for your time. Dennis.



Dennis O'Briant <denniso.a1contracting@gmail.com>

Ga Power poles

8 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Jun 1, 2020 at 3:49 PM

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

Bcc: Jason Moody <Jason.A1Contracting@gmail.com>

Gentleman, I have spoken to Ga Power about the schedule to remove or relocate the poles at the Palm street project, he stated that the City of Holly Springs has not signed the agreement yet with Ga Power to proceed with their scope of work, and that they are a minimum of two weeks out once signed, this will impede on A1 Contractings schedule to safely install the pipe and structures around these poles, is there any way to fast track this? Thank you for your time.
Dennis.

This should have been completed before the NTP was issued

Jacob Hughes <jacob@bmandkinc.com>

Mon, Jun 1, 2020 at 5:16 PM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

The City Manager said they just got the agreement and it is on the City Council agenda tonight for signatures. I check will be issued to GA Power next week.

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Jun 1, 2020 at 6:18 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Donald Bean <dbean@bmandkinc.com>

Great, thanks for the update.

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Jul 7, 2020 at 6:10 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Team,
I want to give a quick update on Ga Power, they have yet to move the poles interfering with the installation of the 54 inch pipe and structures, this is severely impeding on our schedule, they have bored the new line in across the road, they are attempting to set poles, but can not at this time give me a schedule for the removal of the poles in the conflicted area, again this is impeding on our schedule and is affecting our projected finish time on this project, also I will be looking at accruing extra days for the rain events that have also impeded our schedule. If you have any questions please let me know. Dennis

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Oct 12, 2020 at 2:48 PM

To: jcgay@southernco.com

John here is the emails I have sent to BM and K referring to the poles, let me know if you can help me in any way. thanks John

----- Forwarded message -----

From: **Dennis O'Briant** <denniso.a1contracting@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Oct 27, 2020 at 7:56 AM

To: Varri Kline <varrik.a1contracting@gmail.com>

fyi

----- Forwarded message -----

From: **Dennis O'Briant** <denniso.a1contracting@gmail.com>

Date: Mon, Jun 1, 2020 at 3:49 PM

Subject: Ga Power poles

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

[Quoted text hidden]

Varri Kline <varrik.a1contracting@gmail.com>

Thu, Oct 29, 2020 at 3:44 PM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Thank you,



Javarri Kline

SITE - CONCRETE - LANDSCAPE

138 Moose Loop Rd Canton, GA 30114

Office | (770) 345-9464

Mobile | (404) 304-4826

VarriK.A1Contracting@gmail.com

"Integrity First"

[Quoted text hidden]



Time Extension Letter 2 - Palm Street Sidewalk and Drainage (Holly Springs, GA).docx

100K

Varri Kline <varrik.a1contracting@gmail.com>

Thu, Oct 29, 2020 at 4:01 PM

To: Dennis O'Briant <DennisO.A1Contracting@gmail.com>

Thank you,



Javarri Kline

SITE - CONCRETE - LANDSCAPE

138 Moose Loop Rd Canton, GA 30114

Office | (770) 345-9464

Mobile | (404) 304-4826

VarriK.A1Contracting@gmail.com

"Integrity First"

[Quoted text hidden]



Time Extension Letter 2 - Palm Street Sidewalk and Drainage (Holly Springs, GA).docx

100K



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm Street substantial completion

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Nov 24, 2020 at 1:20 PM

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Team, here is a letter stating our substantial completion on this project, let me know if you have any questions.

 palm street substantial completion.pdf
76K

Jacob Hughes <jacob@bmandkinc.com>

Mon, Nov 30, 2020 at 9:57 AM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Cc: Rob Logan <rlogan@hollyspringsga.us>, Donald Bean <dbean@bmandkinc.com>

Dennis & Jason,

Per the letter dated 11-18-20 from the City Manager, "...liquidated damages shall continue to accrue until the work outlined in the contract has been completed." The substantial completion date that is listed in the attached letter is incorrect as there are still outstanding work items to be installed on the project. (i.e. fencing and final striping). When these 2 items have been completed the City will accept that the project is substantially complete.

**Jacob
Hughes,
P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115



Cell 678.522.5601

jacob@bmandkinc.com



11/24/2020

Good afternoon, as of Nov. 6th we have accomplished substantial completion on the Palm Street Drainage Project. The change order work regarding the new fence installation is in process, if you have any questions feel free to let me know.

Dennis O'Briant

Operations Manager

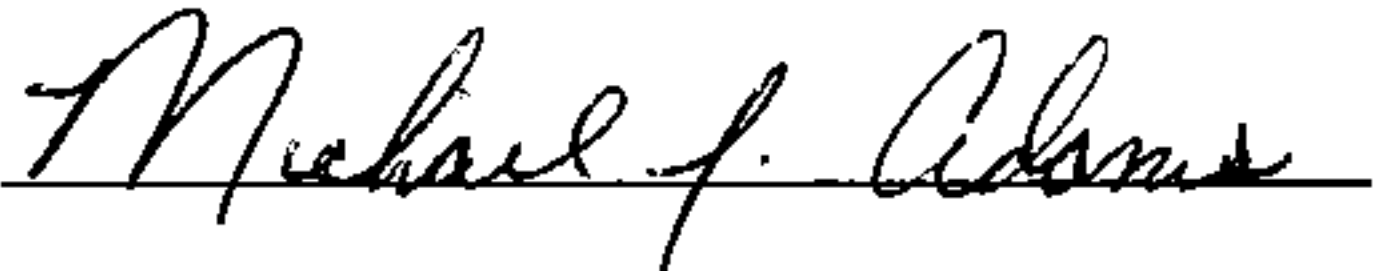
* Everything Was Complete on Nov. 6th w/ Exception of Perm Striping
- Temp Striping Was Installed ~~After~~

* Punch List Should have Been Generated at this point, the only
Contract Item Remaining Was Perm Striping

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".**

Agency Administrator *

Name:	Mr. Michael Adams	Title:	
Agency:	Holly Springs Police Department	Address:	3235 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5537	Email Address:	deptadams@gmail.com
Fax Number:		Date:	1/19/2021
Signature:			

Agency Staff *

Name:	Mr. Robert Logan	Title:	City Manager
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	rlogan@hollyspringsga.us
Fax Number:	(770) 345-0209	Date:	1/19/2021
Signature:			
FEI Number:	58-1051551		

Authorized Official *

Name:	Mr. Steven Miller	Title:	Mayor
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	smiller@hollyspringsga.us
Fax Number:	(770) 345-0209	Date:	1/19/2021
Signature:			

*** NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**

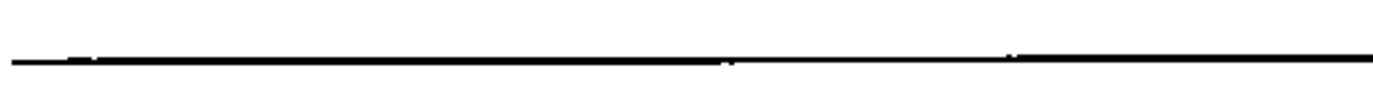
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Authorized Official *

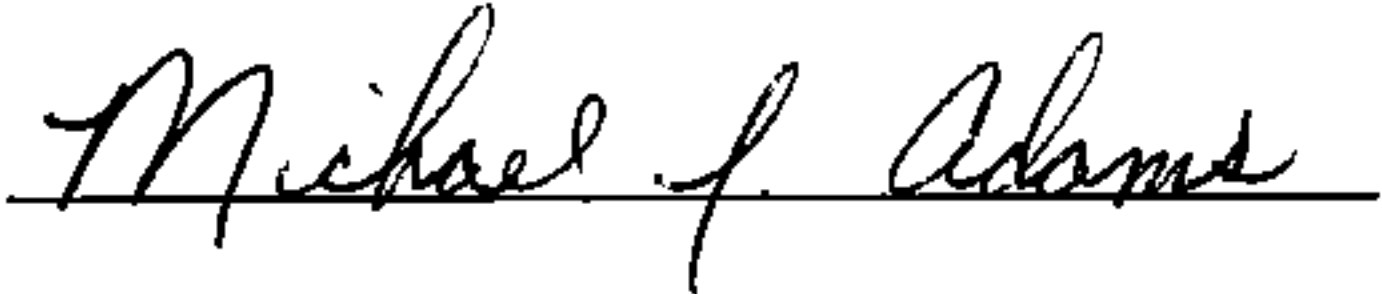
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Authorized Official *

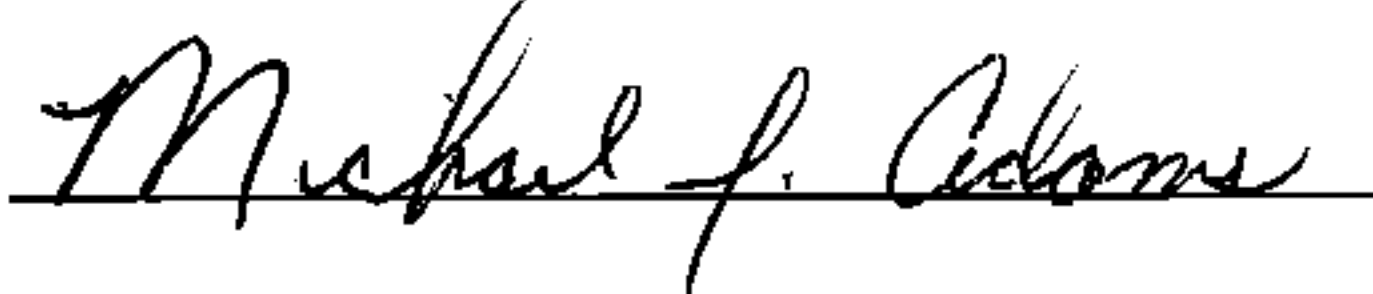
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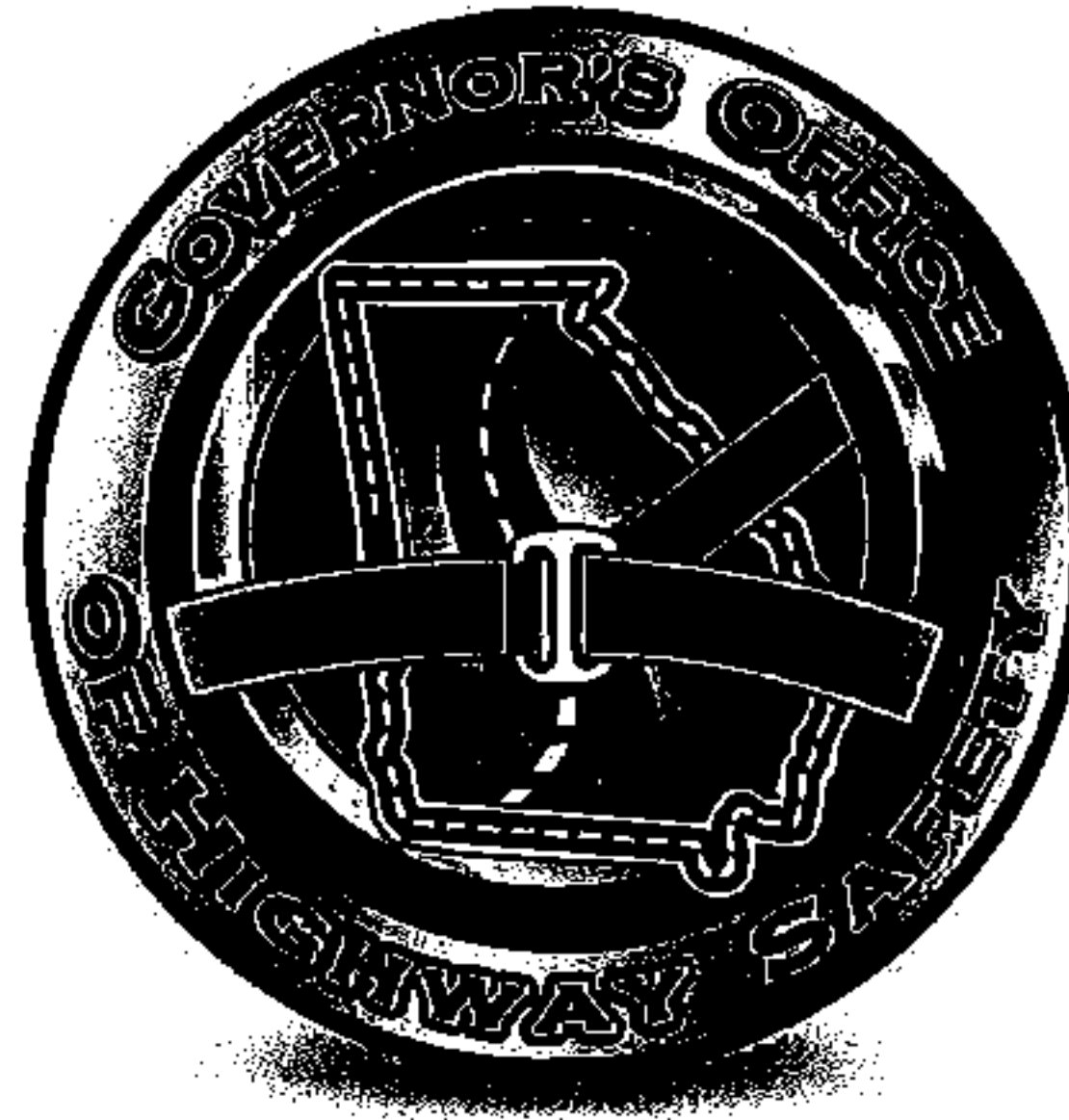
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GEORGIA HIGHWAY SAFETY GRANT APPLICATION

**Governor's Office of Highway Safety
7 Martin Luther King Jr Drive, Suite 643
Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
www.gahighwaysafety.org**

GRANT TERMS, CONDITIONS AND CERTIFICATION FFY 2021

GRANT TERMS AND CONDITIONS

1. AVAILABILITY OF FEDERAL FUNDS

All grant awards are contingent upon the availability of federal funds.

2. GENERAL REQUIREMENTS

As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to:

- 23 U.S.C Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 C.F.R. part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 C.F.R. part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards
- 2 C.F.R. part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3. FINANCIAL MANAGEMENT SYSTEMS

Financial management systems shall provide for accurate, current and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

4. OBLIGATION OF FUNDS

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period. The due date for the final claim will be announced by GOHS in the grant closeout letter, generally sent to the sub-recipient during the month of August.

5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION

The sub-recipient must maintain an accounting system, which identifies and separates the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The sub-recipient must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personnel services and/or activity hours are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;
- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

Support of salaries, wages, and activity hours

Where sub-recipient employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries, wages, and/or activity hours must be supported by semi-annual certification. This document verifies that the employee worked solely on that program for the period covered by the certification and/or activity hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs (does not include enforcement/activity hours) within their budget must complete and submit the Semi Annual Certification Form provided by their assigned GOHS Grant Manager no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

6. COSTS

a. ALLOWABLE COSTS

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state and local laws, regulations and practices.
- not result in a profit or other increment to the sub-recipient, unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

b. UNALLOWABLE COSTS

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
 - 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, and pre-approved by GOHS.

- 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

Contact your GOHS Grant Manager if there are any questions or concerns regarding allowable or unallowable costs.

7. EDUCATION AND TRAINING

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

8. PROGRAM INCOME

Program income means gross income earned by the sub-recipient from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form.

9. CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by 2 CFR 200.302.

For sub-recipients, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 2 CFR 200.302.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

10. REIMBURSEMENT/PAYMENT

Automated Clearing House (ACH)

- a. Effective January 1, 2012, sub-recipients are highly encouraged to receive their claim for reimbursement payment electronically. Upon receipt of GOHS award letter, sub-recipient must complete and submit the Vendor Management Form (VMF). Reimbursement could be delayed if sub-recipient fails to submit the VMF.

Sub-recipient's Reimbursement Checks

- b. Sub-recipients approved by GOHS to receive a reimbursement check must agree to cash the check within 60 days from the date listed on the face of the check. Sub-recipient understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

11. LAW ENFORCEMENT AGENCIES ONLY

In the case of grants involving traffic law enforcement activities, sub-recipient will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Sub-recipient will further ensure that said report is forwarded to the Georgia Department of Transportation within 14 days of the end of the month in which the crash occurred.

Electronic Crash Reporting and Citation Systems

- a. GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Sub-recipient's participation here provides for better data analysis.

12. EQUIPMENT

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-recipient; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purpose 2 CFR 200.313.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when any one of the following applies:

- a. The equipment item is not being used for the purposes for which it is purchased.
- b. The sub-recipient can no longer perform established objectives detailed in the grant;
- c. If the sub-recipient fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

13. GENERAL COSTS OF GOVERNMENT (Supplanting)

The sub-recipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel and/or activity hours can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be General Cost of Government and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits/activity hours) previously received.

- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for more than 12 consecutive weeks (FMLA), the sub-recipient is expected to replace that employee. Contact your assigned GOHS Grant Manager for additional instructions.

NOTE: See also Grant Terms and Conditions #53 below

14. PROJECT IMPLEMENTATION

The sub-recipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

a. eGOHS Plus Login Process

Active sub-recipients utilizing eGOHS Plus are required to login at least once per grant year. This includes the Agency's Authorized Official (AO), the Agency Administrator (AA), and the Agency Staff (AS). If the AO, AA, or AS fail to use their login in eGOHS Plus within 12 consecutive months, their login status will become deactivated and then it will require the eGOHS Plus System Administrator to reactivate their status.

b. GOHS Certification Page

Sub-recipient must inform GOHS **immediately** when changes occur within the Agency's Authorized Official (AO), the Agency Administrator (AA), or the Agency Staff (AS). Sub-recipient agrees to submit a new GOHS Certification page signed by the AO, AA, and AS in blue ink. The new form must be submitted to the assigned GOHS Grant Manager no later than five (5) days after the change has been made in eGOHS Plus.

15. MODIFICATIONS/BUDGET AND PROGRAM

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the sub-recipient should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted within eGOHS Plus by the sub-recipient and approved by GOHS prior to any purchases or changes within the project. The modification is not approved until the sub-recipient receives approval notice through eGOHS Plus. Contact your assigned GOHS Grant Manager for specific instructions to request modifications.

16. MONITORING AND REPORTING PROGRAM PERFORMANCE

Sub-recipient shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported. A Final Report must be completed and submitted in eGOHS Plus after the project ends. All sub-recipients will be notified of the due date before the project ends.

Grant monitoring by GOHS personnel will begin soon after the effective date of the grant and periodically thereafter for the duration of the project. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

17. PROCUREMENT STANDARDS

Sub-recipients will follow the same policies and procedures it used for procurement covered by their non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The sub-recipients procurement system will provide for maximum open and free

competition concerning its procurement transactions.

Sub-recipient will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Sub-recipient procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the sub-recipient should enter into state and local intergovernmental agreements for the procurement of common goods.

The sub-recipient will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior written approval from NHTSA through GOHS before being purchased.

18. REPORTS

The sub-recipient shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. A Final Report must be completed and submitted in eGOHS Plus after the project ends. All sub-recipients will be notified of the due date before the project ends.

Monthly programmatic/activity reports and claims are due to GOHS by the 20th of the following month in which services are provided. (Example: October's Reports are due in eGOHS Plus on or before November 20th.)

Should GOHS choose to include sub-recipients in an evaluation to measure the effectiveness of a grant program, the agency agrees to cooperate fully with the evaluation and provide information related to the grant.

The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and documents in electronic form. It goes further to define the term "electronic record" as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor's Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through our eGOHS Plus program. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the eGOHS Plus adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS authorized payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the sub-recipient.

19. PROPERTY MANAGEMENT

Non-expendable tangible personal property acquired by the sub-recipient wholly or in part with federal funds, will have title vested in the sub-recipient subject to the following management requirements and restrictions on use and disposition of the property:

A. Insurance

Sub-recipient are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.

B. The sub-recipient shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds. **(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 30 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for sub-recipient to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
4. Adequate maintenance procedures must be developed to keep the property in good condition.

C. For lost, stolen, or destroyed equipment that had a purchase price of \$5,000 or more OR when original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, **disposition of the equipment** will be made as follows:

1. Sub-recipient must submit to the GOHS Grant Manager a written request & GOHS Form 301 detailing their reason(s) to dispose of the equipment.
2. Upon receipt of the written request, GOHS Grant Manager will investigate and review the request with GOHS Director/Deputy Director. Upon their approval, a letter will be sent to NHTSA requesting approval to dispose of the equipment.
3. Once the disposition has been determined by NHTSA, the sub recipient (Authorized Official, Agency Administrator, and Agency Staff) will be notified of the decision which will include instructions on how to proceed.
4. Finance Director tags disposal of equipment in GOHS inventory.

20. PUBLIC INFORMATION AND EDUCATION

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed-captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special written permission has been granted by GOHS. GOHS may also seek approval from The National Highway Traffic Safety Administration.

21. PRODUCED MATERIALS/ ITEMS

Materials/items produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials/items developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the request for payment of such material/item, the sub-recipient shall submit to GOHS all materials/items produced as part of the grant.

22. OBSERVANCE OF NATIONAL SAFETY WEEKS

All sub-recipients shall assist the Governor's Office of Highway Safety in promoting the observance of "National Child Passenger Safety Week" (September); "Click It or Ticket" (May and November); "Drive Sober or Get Pulled Over" (Operation Zero Tolerance) (July, September, and December) and "100 Days of Summer H.E.A.T." (Summer Months) as requested.

23. SELF-SUFFICIENCY ASSURANCE

State and local agencies must demonstrate the willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

24. SUBCONTRACTS

If a sub-recipient needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor. All costs associated with contractual services must meet the same requirements for reimbursement as those for the sub-recipient.

25. TRAVEL

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the sub-recipient agency in its regular operations.

Should a sub-recipient not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations should be used. Travel costs are only reimbursed for those funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved by GOHS *prior* to making travel arrangements. Travel arrangements include conference registrations, flights, hotel, etc. The sub-recipient must have funds available in their grant to cover the expenses. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for out-of-state travel must

be submitted in eGOHS Plus on the Travel Authorization Form. Please provide GOHS at least one month to grant approval. Unforeseen travel expenses may be reimbursed with the GOHS Director's (or designee) approval.

On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Sub-recipients must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

26. PERFORMANCE

This grant may be terminated or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the sub-recipient fails to perform the services described herein, and has previously received financial assistance from GOHS, the sub-recipient shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

27. GRANT CLOSEOUT PROCEDURES

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld or sub-recipients may be prohibited from incurring additional expenses, if a sub-recipient has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the sub-recipient has failed to comply with the conditions of the grant. Also a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced and delivered prior to September 30.

28. APPLICABLE FEDERAL REGULATIONS:

Sub-recipients must comply with all applicable federal and state laws and requirements including:

- 2 CFR part 225 - Cost Principles for State, Local and Indian Tribal Government
- 2 CFR Part 220 - Cost Principals for Educational Institutions
- 2 CFR 200.500 - Audit of State and Local Governments, Non-Profit Organizations
- 2 CFR part 230 - Cost Principles for Non-profit Organizations

29. APPLICABLE STATE REGULATIONS:

- O.C.G.A. § 10-12-1 (Electronic Signatures)

Note: State of Georgia: <https://law.justia.com/codes/georgia/2010/title-10/chapter-12/>

30. AUDIT REQUIREMENTS

Sub-recipient agrees to comply with the following audit requirements:

Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions 2 CFR part 200,

subpart F.

An entity includes not only the sub-recipient, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Federal Domestic Assistance (CFDA) number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and 2 CFR part 200, subpart F or 2 CFR part 215 whichever is applicable.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.
- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The sub-recipient's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

31. ACCESS TO RECORDS

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers, equipment purchased with federal funds, and records of the sub-recipient or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

32. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS

The sub-recipient, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes, but is not limited to the following Sections of the Official Code of Georgia Annotated.

24-3-17 Admissibility of certified copies of records of Department of Public Safety or Department of Driver Services or comparable agencies in other states; admissibility of computer transmitted records

40-6-278 The commissioner of transportation shall prescribe, by rule, uniform motor

vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal.

40-13-1 The commissioner of driver services shall develop a uniform traffic citation and complaint form for use by all law enforcement officers who are empowered to enforce the traffic laws and ordinances in effect in this state.

36-70-20 Service Delivery Strategy Act

33. COURT PAY

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

34. NONDISCRIMINATION

The State highway safety agency and subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of

limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part

35. BUY AMERICA ACT

The State and each subrecipient will comply with provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

36. POLITICAL ACTIVITY (HATCH ACT)

The sub-recipient will comply as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

37. CONFLICTS OF INTEREST

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-recipient shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-recipient shall avoid any action which might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;

- Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program.
3. The sub-recipient certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees and the state of Georgia, have not been violated and will not be violated in any respect.

38. COPY RIGHT

Except as otherwise provided in the terms and conditions of this grant, the sub-recipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-recipient purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

39. RECORD RETENTION

All financial, statistical and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving sub-recipient's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

40. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS

Sub-recipients must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

41. CONFIDENTIAL INFORMATION

Any reports information, data given to or prepared or assembled by the sub-recipient under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the sub-recipient without prior written approval GOHS.

42. DRUG-FREE WORK PLACE CERTIFICATION

The sub-recipient will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - i) The dangers of drug abuse in the workplace.

- ii) The sub-recipient's policy of maintaining a drug-free workplace.
- iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - i) Abide by the terms of the statement.
 - ii) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –
 - i) Taking appropriate personnel action against such an employee, up to and including termination.
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

43. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES

Costs for the following items are subject to compliance with any applicable standards and specifications established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 49 CFR 571.213. Bicycle helmets purchased with Highway Safety grant funds must meet 16 CFR Part 1203 (Consumer Product Safety Commission) standards or those of the Snell Memorial Foundation.

44. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The state will comply with FFATA guidance by reporting to FSRs.gov for each sub-grant award:

- a) Name of the entity receiving the award;
- b) Amount of the award;

- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- e) Sub-recipients Unique entity identifier (formerly DUNS);
- f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
 - i) The entity in the preceding fiscal year received –
 - 1. Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
 - 2. \$25,000,000.00 or more in annual gross revenues from Federal awards; and
 - ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- g) Other relevant information specified by the Office of Management and Budget guidance.

45. COMPLIANCE AGREEMENT

The sub-recipient agrees to abide by all Terms and Conditions including “Special Conditions” placed upon the grant award by GOHS. Failure to comply could result in a “Stop Payment” being placed on the grant and/or repayment by the sub-recipient of costs deemed unallowable.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

46. RACIAL PROFILING

If any agency or organization is found to have engaged in “racial profiling,” GOHS reserves the right to terminate the grant immediately. The term “racial profiling” means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

47. LOBBYING

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

48. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

49. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the

covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

50. POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging while Driving, sub-recipients are encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving:
 - Company-owned or Government-owned, leased or rented vehicles; or
 - Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

51. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The state and each sub-recipient will not use 23 USC Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

52. LAW ENFORCEMENT VEHICULAR PURSUITS

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect. (23C 402(j))

53. ACTIVITY HOURS- LAW ENFORCEMENT/PROSECUTOR

Federal grant funds may not be used for activities considered “general costs of government” (2 CFR § 200.444) according to long-standing Federal law, codified in the government-wide rule for Federal grants (the Supercircular), unless specifically allowed under the Federal statute or regulation. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444 (a) (4-5)).

- Training for a non-grant-related purpose, such as to satisfy employer or professional requirements, and compensations costs for the time spent in that training are **NOT** allowable costs. (EX: General POST training to maintain certification is not an allowable expense)
- Cell phones, cell phone service, body cameras, etc are not allowable since they are generally assigned to a single person and considered “General Costs of Government.”

54. SEXUAL HARASSMENT PREVENTION

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Application Project Information

Project Title: TEN - Appalachian Trail

Project Summary:

The Appalachian Traffic Enforcement Network (ATTEN) will coordinate enforcement and education of law enforcement within the network region to maximize the highway safety benefit.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
General Additional Information

Check here if you are a non-profit organization

Click [HERE](#) to view the Non-Profit Disclosure information

Public Funds Documentation

501 (c) (3) form

Secretary of State Certification

Letter of Support

Reference Letter #1

Reference Letter #2

Reference Letter #3

Are funds being sought from other sources? * Yes ☒ No

Does your jurisdiction receive any other federal funds from other sources? * ☒ Yes No

If so, how much? \$828,475.00

When is your Audit Period? From: 1/1/2021 To: 12/31/2021

DUNS Number 08-790-3287

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Problem Identification

The problem identification should clearly present the "Who, What, When, Where, and Why" of the traffic-related issues that are distressing the community and causing crashes, injuries and fatalities. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent local and statewide data, as well as local demographic information.

(Charts, graphs and percentages are effective ways of displaying the data. Chart and graph documents can be uploaded as attachments on the next page).

In 2019, Georgia experienced 1,491 traffic fatalities on public roadways. The top five counties with the highest motor vehicle fatalities are: Fulton, Dekalb, Gwinnett, Cobb, and Clayton counties. While the number of roadway fatalities have decreased by 0.9% (net 14 count decrease) in comparison the previous year, GOHS recognizes the need to address specific causes of motor vehicle fatalities across the following traffic safety performance measures: unrestrained fatalities, alcohol-related fatalities, pedestrian fatalities, speed-related fatalities, motorcyclist fatalities, and bicyclist fatalities.

State Data-

Unrestrained Fatalities: Despite Georgia's high observed seat belt use, 39% of vehicle occupants who died in traffic crashes were unrestrained (384 out of 989) in 2019. In 2018, 44 percent of vehicle occupants who were fatally injured in traffic crashes were unrestrained (441 out of 994). The observed seat belt use has remained above 97% since 2014 and the number of unrestrained vehicle occupant fatalities continued to experience a steady decline since 2016.

Alcohol-Related Fatalities: In 2019, there were 353 fatalities in motor vehicle traffic crashes involving drivers with BACs of .08 g/dL or higher. These alcohol impaired-driving fatalities accounted for 23 percent of all motor vehicle traffic fatalities in Georgia in 2019. Fatalities in alcohol-impaired-driving crashes decreased by 6.9 percent (379 to 353 fatalities) from 2018 to 2019. The Georgia counties with the highest alcohol-related fatalities in the 2019 year are: Fulton (42 alcohol-related fatalities), Dekalb (22), Gwinnett (18), Clayton (17), and Cobb (16).

Speed-Related Fatalities: The number of speed-related fatalities decreased by 3.0 percent, from 268 in 2018 to 260 in 2019. The proportion of speed-related fatalities decreased from 18 percent in 2018 to 17 percent in 2019. The Georgia counties with the highest speed-related fatalities in the 2019 year are: Fulton (30 speed-related fatalities), Cobb (16), Dekalb (10), and Gwinnett (10).

Motorcyclist Fatalities: In 2019, there were 170 motorcyclists fatally injured in Georgia motor vehicle traffic crashes – an increase of 10.4 percent from the 154 motorcyclists fatally injured in 2018. The number of un-helmeted motorcyclist fatalities decreased by one in 2019 compared to 2018; however, the count un-helmeted motorcyclist fatalities doubled from 9 in 2016 to 18 in 2017. The Georgia counties with the highest motorcyclist fatalities in the 2019 year are: Fulton (22 motorcyclist fatalities), Dekalb (12), Gwinnett (10), Bibb (8), and Cobb (8).

The Traffic Enforcement Networks (TEN) serve as a systematic means to address these traffic safety performance measures and implement police traffic services statewide. Each network is comprised of multiple counties that have various highway safety problems (i.e. occupant safety, impaired driving, speeding, etc.). In

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Problem Identification

addition to the highway safety problems, each Network has multiple law enforcement agencies and their traffic safety conducted issues cross-jurisdictional lines. Agency participation and reporting are issues that need to be improved to effectively address and evaluate current highway safety programs. The intent of the Traffic Enforcement Network (TEN) is to coordinate the enforcement and education efforts of law enforcement strategies and mobilizations by agencies to maximize the highway safety benefit.

Regional Data-

The Appalachian Trail Traffic Enforcement Network (ATTEN) serves an 8 county region (see attached map) including Cherokee, Dawson, Fannin, Gilmer, Lumpkin, Pickens, Towns, and Union. The region is located on north Georgia and has a population of 379,874. It is comprised of 11 police departments, 8 sheriff's offices, and 1 college. Interstate 575 runs through part of the region connecting Atlanta with the northern part of the region. US 19 runs through the region from Atlanta to North Carolina. It is a major travel route to Georgia mountain resort areas. Agencies within the Traffic Enforcement Network Region have experienced the following within the past 5 years:

Year	Total Crashes (GEARS)	Total Injuries (GEARS)	Total Fatalities (FARS)	Alcohol Related Fatalities (FARS)	Speed Related Fatalities (FARS)
2015	12,499	3,874	54	9	9
2016	12,871	4,116	36	4	3
2017	12,697	3,951	82	9	12
2018	13,808	3,913	55	14	11
2019	13,988	3,906	41	11	8
5 Yr Avg	13,173	3,952	54	9	9

As you can see from the chart above, over the past 5 years' crashes and injuries in this region have fluctuated slightly but largely remained constant. Total Fatalities were down 26% in 2019, and alcohol and speed fatalities decreased as well. Of the, on average, 54 fatalities a year in this region there are about 9 (16.6%) caused by an impaired driver and 9 (16.6%) related to speed, both slightly lower than the state rates of 25% impaired driving and 17% speed related. Cherokee County in particular, showed in the top 20 counties in Georgia for 2019, with 12 fatalities (4 alcohol, 3 speed). With impaired driving fatalities and speed related fatalities continuing to be a concern in this region, the need to continue the network project is essential.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Documentation Attachment

Document Title: Network Map

Attachment:

https://georgia.intelligrants.com/_Upload/95530_1110490-2019TENandLELRegionMaps.pdf

Document Title: Crash Data

Attachment:

https://georgia.intelligrants.com/_Upload/117560_1112644_2-FFY2021TENCrashData.xlsx

Document Title: TEN Crash History

Attachment:

https://georgia.intelligrants.com/_Upload/117560_1112644_3-TenCrashHistory2021.xlsx

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Program Assessment

Program Assessment helps determine the resources a community currently has in place to address the problem. Include a review of current activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

The Governor's Office of Highway Safety (GOHS) created sixteen (16) Regional Traffic Enforcement Networks that encompass Georgia's 159 counties. The networks are made up of both local and state traffic enforcement officers and prosecutors from each region of the state. The activities and programs of each network are coordinated by a coordinator and along with an assistant. Both coordinators are full time law enforcement officers volunteering their time and efforts to highway safety. The dedicated support from these officers, their law enforcement agency and department heads are unsurpassed.

The Appalachian Trail Traffic Enforcement Network provided services in an eight (8) county region. The network consists of 11 police departments, 8 sheriff's department and 1 college/university. The reporting average for FY2020 was 55%, up slightly from FY2019 (54%). The network held 4 meetings and conducted 2 roadchecks with an average attendance of 21 officers at the meeting. Training topics included DUI Case Law, De-escalation tactics, search & seizure, and distracted driving. It should be noted that FY20 was a particularly difficult year for traffic enforcement networks due to the Covid-19 pandemic. Many of the scheduled meetings, training, and enforcement events had to be cancelled out of an abundance of caution and safety of attendees.

The network held monthly meetings by providing information, training and network opportunities to the attending officers. Prosecutors, judges and non-traditional traffic enforcement agencies such as Georgia Department of Natural Resources, Department of Corrections and Military Police attended the meeting and provided valuable assistance during traffic enforcement training and other initiatives.

One of the network's major accomplishments was the mobilization and participation of officers during traffic enforcement initiatives such as Drive Sober or Get Pulled Over, CIOT, and 1000 Days of Summer HEAT. The Traffic Enforcement Network is and continues to serve as a valuable tool for Georgia law enforcement communities.

In an effort to communicate legislative updates, court decisions and other pertinent information to traffic enforcement officers statewide, GOHS in partnership with Emory University established an email list serv in which all participating law enforcement agencies receive updated traffic enforcement related information in a timely manner. The list serv provided information relating to legal updates, training opportunities, traffic policies along with other important information. More than 800 traffic officers and prosecutors subscribed to the Georgia Traffic Enforcement Network (GATEN) list serv.

In FY22, the Network will strengthen its efforts to increase agency participation and agency reporting. In addition, the Network Coordinator/Assistant Coordinator will track and report monthly the number of officers receiving training within their network. The network will continue to hold monthly meetings to coordinate and carryout GOHS/NHTSA annual mobilizations in an effort to reduce the number of crashes, injuries and fatalities occurring on Georgia' roadways.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Program Assessment Chart

For Young Adult Only

College Population:

For Law Enforcement Agencies only

Please provide the current level of enforcement activity for the entire department for the three (3) previous calendar years (January 1 through December 31). If data is not available for a particular activity/year combination, enter 0.

Activity	Calendar Year		
	2018	2019	2020
DUI Arrests	58	57	49
Speeding (all cases)	1403	2004	1711
Safety Belt Violations	188	93	110
All Other Traffic Violations	3129	2389	3941
Traffic Crashes	490	441	374
Check Point Conducted	0	2	2

For Drivers Education only

Please provide the numbers trained in driver's education for your school for the previous three (3) state fiscal years (July 1 through June 30.). If data is not available for a particular activity/year combination, enter 0.

Activity	State Fiscal Year		
	2019	2020	2021
How many students were trained in a 30/6* driver's education program with financial assistance or free of charge?			
How many total students were trained in a 30/6* driver's education program?			
How many students requested financial assistance for driver's education?			
How many students were denied driver's education due to a lack of financial assistance?			

*30/6 driver's education program means 30 hours of classroom training and 6 hours of behind the wheel instruction

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Media Plan

Describe your plans for announcing the award of this grant to your community through media outlets available to you. Include specific media sources. Discuss how you plan to keep the public informed of grant activities throughout the entire project period.

Agency Administrator will announce this grant when awarded to all local media outlets within the network region in the form of an official press release. The Agency Administrator will coordinate press releases and media events prior to all National and Local campaigns such as Click It or Ticket, Operation Zero Tolerance, and 100 Days of Summer Heat. All of these press releases will be reported to the Governor's Office of Highway Safety when required by reporting procedures.

Agency Administrator will insure the Public Information Officer (PIO) submits all approved media releases to the following media outlets;

- Cherokee Ledger-News printed news
- Whistle Stop city magazine published monthly
- Facebook social media
- WSB-TV 2 News

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 001

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 002

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.qahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 003

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (preferably multi-jurisdictional road checks) are held in the network region within the grant period.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 004

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will attend the GOHS Highway Safety Conference as well as all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 005

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 001

6.1 GOHS Goal: Enhance Police Traffic S...The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetin

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Activity: The coordinator and/or assistant coordinator will schedule a minimum of 10 network meetings during the grant period. The coordinator and/or assistant coordinator will stay in constant contact with network law enforcement, judges, and prosecutors to promote the Traffic Enforcement Network concept. An announcement will be placed on the GATEN listserve in a timely manner to announce the monthly meeting.

Evaluation: The coordinator or assistant coordinator will attach meeting agenda and sign-in sheet to the monthly report in eGOHS Plus.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	1	1	1	1	1	1	1	1	1	10

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 002

6.1 GOHS Goal: Enhance Police Traffic S...The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Su

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Activity: The Network will participate in 8 GOHS/NHTSA highway safety campaigns including CIOT, Drive Sober or Get Pulled Over, CIOT Border to Border, Operation Southern Shield, and 100 Days of Summer HEAT during the grant period.

Evaluation: Participation in GOHS/NHTSA campaigns will be documented in the eGOHS monthly programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	1	0	0	0	1	1	2	0	2	8

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 003

6.1 GOHS Goal: Enhance Police Traffic S...The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (pr

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (preferably multi-jurisdictional road checks) are held in the network region within the grant period.

Activity: The coordinator and assistant coordinator will work with agencies within the Network to schedule a minimum of 5 road checks (preferably multi-jurisdictional) during the grant period. At least 2 will be held during the 100 Days of Summer HEAT campaign.

Evaluation: The coordinator or assistant coordinator will attach documentation of Network road checks, as well as use of the BAT trailer by other agencies.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	0	0	1	0	1	0	1	0	1	0	1	5

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 004

6.1 GOHS Goal: Enhance Police Traffic S...The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by N

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will attend the GOHS Highway Safety Conference as well as all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Activity: The coordinator and/or assistant coordinator will attend NHTSA sponsored LEL meetings. The coordinator and/or assistant coordinator will attend the GOHS Highway Safety Conference as well as all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Evaluation: The coordinator and assistant coordinator will attach documentation of attendance at all LEL meetings as well as coordinator meetings in the monthly report.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	0	0	0	1	0	0	0	0	0	1	0	2

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 005

6.1 GOHS Goal: Enhance Police Traffic S...The Coordinator and Assistant Coordinator will document monthly activity hours for work required to

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Activity: The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Evaluation: Monthly activity hours for work required to performed the executed grant project agreement will be documented in the monthly ATTEN Progress Report.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
1	1	1	1	1	1	1	1	1	1	1	1	12

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Resource Requirements

Use this section to provide a detailed justification of all budget items. All resources should support the completion of the activities and objectives needed to accomplish the overall grant goal.

1. What personnel are needed? Hours they will they work? Include job descriptions.
2. What are the types and quantity of needed equipment?
3. How will equipment be used and by whom?
4. Describe the training required by personnel.
5. Are all resources necessary in order to achieve the grant goals/objectives?

With the award of this grant, network funds will be used to implement ATTEN programs and activities. Grant funds will be utilized as detailed below:

Enforcement/Activity Hours: \$6,789.60

Funds will be utilized to reimburse the agency for the time spent performing activities of the coordinator and assistant coordinator. The agency will be reimbursed for up to 12 hours (straight time) each for the coordinator and assistant coordinator of eligible activity required to perform the executed grant project agreement. The reimbursement for hours of activity would include compensation for time spent on the activities of the grant.

Regular Operating: \$6,000.00

Funds will be used for trailer maintenance, network meeting expenses, and network plaques and award certificates. Funds designated for awards (plaques, certificates, trophies) will be utilized in recognizing agencies and officers for their enforcement efforts, noteworthy accomplishments and other highway safety related efforts.

Travel: \$5,000

Funds will be utilized to facilitate travel for the coordinator/assistant coordinator to GOHS required meetings and conferences. (i.e. Regional LEL Conference, GOHS Highway Safety Conference, Hands Across the Borders, network meetings/training, agencies site visitations along with other highway safety conferences. Funds will also be utilized while providing traffic safety education to other network agencies around the state .

Equipment: \$1,500

Funds will be utilized to purchase an LED scene light for the BAT trailer that will be utilized by the network when conducting sobriety road checks and nighttime sea belt enforcement events.

Computer and Computer equipment: \$1,200

Funds will be utilized to purchase a laptop computer that will be utilized by the network coordinator for network activities such as reporting, meeting attendance, scheduling, and grant management. Laptop will also be utilized during training at network meetings.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Self-Sufficiency

Continuation Plan

Federal Funding guidelines require that each funded project indicate how the activities of the project will be continued after federal funds are no longer provided. The continuation plan must identify potential sources of non-federal funds.

The Traffic Enforcement network (TEN) program will continue throughout the State of Georgia to allow law enforcement officers and agencies the opportunity to network with others in their region and across the state .

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Regular Operating Expenses

Description	Unit Price	Quantity	Total Costs
Network Meeting Room Expenses	\$500.00	10	\$5,000.00
BAT Trailer Maintenance	\$500.00	1	\$500.00
			\$0
Total			\$5,500.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Travel

Description	Unit Price	Quantity	Total Costs
Travel for Network Coordinator and Assistant Coordinator	\$5,000.00	1	\$5,000.00
Total			\$5,000.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Equipment Purchases

Description	Unit Price	Quantity	Total Costs
Powermoon LED Scene Light (Network)	\$1,500.00	1	\$1,500.00
Total			\$1,500.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Computer Charges and Computer Equipment

Description	Unit Price	Quantity	Total Costs
Laptop Computer (Network)	\$1,200.00	1	\$1,200.00
Total			\$1,200.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Cost Category Summary

COST CATEGORY	TOTAL	AWARD AMT.
1. Personnel Services (salaries & fringes)	\$0	\$0
2. Enforcement/Activity Hours	\$6,789.60	\$6,789.60
3. Regular Operating Expenses	\$5,500.00	\$5,500.00
4. Travel	\$5,000.00	\$5,000.00
5. Equipment Purchases	\$1,500.00	\$1,500.00
6. Contractual Services	\$0	\$0
7. Per Diem and Fees	\$0	\$0
8. Computer Charges and Computer Equipment	\$1,200.00	\$1,200.00
9. Telecommunication	\$0	\$0
10. Motor Vehicle Purchase	\$0	\$0
11. Rent Real Estates		\$0
12. Total	\$19,989.60	\$19,989.60
MATCHING FUNDS		
Local Cash Match (You must enter at least a 0 before saving to force the page to calculate the category totals).	0%	\$0
Federal Participation (percentage of total in Item 12)	100.00%	\$19,989.60

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".**

Agency Administrator *

Name:	Mr. Michael Adams	Title:	
Agency:	Holly Springs Police Department	Address:	3235 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5537	Email Address:	deptadams@gmail.com
Fax Number:			
Signature:	_____	Date:	1/19/2021

Agency Staff *

Name:	Mr. Robert Logan	Title:	City Manager
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	rlogan@hollyspringsga.us
Fax Number:	(770) 345-0209		
Signature:	_____	Date:	1/19/2021
FEI Number:	58-1051551		

Authorized Official *

Name:	Mr. Steven Miller	Title:	Mayor
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	smiller@hollyspringsga.us
Fax Number:	(770) 345-0209		
Signature:	_____	Date:	1/19/2021

*** NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**



January 27, 2021

City of Holly Springs
Downtown Development Authority of Holly Springs
Attn: Mr. Rob Logan, City Manager
P.O. Box 990
Holly Springs, GA. 30142

Dear Mr. Logan,

With regard to RPB #2020-05, the Holly Springs Town Center Demolition Project, please allow this letter to serve as our recommendation to contract with Complete Demolition Services, LLC to perform this work. After offering this project for public bid in which we received 35 requests for the bid documents and having received seven (7) actual bids, this contractor submitted the most competitive bid.

A long list of references was submitted by the contractor and we spoke with the following:

1. **Mr. Howard Coogler, Lexington (SC) School District 2.** Demolition contract for Pineview Elementary School. Mr. Coogler gave a strong recommendation. He "couldn't say enough good things about Complete Demolition" and gave "two thumbs up".
2. **Ms. Becca Donnelly, City Engineer, City of Sandy Springs, GA.** Ms. Donnelly said the city has done multiple projects with Complete Demolition that went smoothly with no problems. They would use them again.
3. **Mr. Slade Helmly, Internal Project Executive for Savannah School District.** Mr. Helmly said they have done two school projects with Complete Demolition. For one of them, Complete Demolition finished its scope 6-8 weeks early. Per Mr. Helmly, they "do what they say they'll do and in a professional manner with all safety measures in place."

Based on these reference responses and the competitive bid received, we recommend that Complete Demolition Services, LLC be contracted for this work.

Sincerely,

A handwritten signature in blue ink, appearing to read "CDH", is written over the name "Charles D. Heiser, Jr.".

Charles D. Heiser, Jr., Manager
Stonecrest Homes GA, LLC



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

Town Center Demolition Project
Project Number: RFB # 2020-05
January 14, 2021 @ 10:00 AM

	Company	Address	Date Received	Time	Amount	COMMENTS	Bid Bond Present	Addendum Acknowledged
1	Wrecking Corp of America LLC	7465 Brookstead Crossing Duluth, GA 30097	1/13/2021	2:45 PM	\$ 248,000.00		Yes	Yes
2	Magnum Contracting, LLC	2 Mountain Park Drive, W Jasper, GA 30143	1/13/2021	4:26 PM	\$ 181,811.00		Yes	Yes
3	The M Mitchell Group, LLC	128 Newnan Street Carrollton, GA 30117	1/14/2021	8:48 AM	\$ 349,116.77		Yes	Yes
4	Southern Environmental Services, Inc.	1059 Triad Court, # 12 Marietta, GA 30062	1/14/2021	9:13 AM	\$ 130,960.00		Yes	Yes
5	Georgia Development Partners	300 Galleria Parkway SE, Ste 310 Atlanta, GA 30339	1/14/2021	9:29 AM	\$ 215,771.19		Yes	Yes
6	L-J, Inc.	615 Knox Abbott Drive, Ste. 200 Cayce, SC 29033	1/14/2021	9:30 AM	\$ 171,994.00		Yes	Yes
7	Complete Demolition Services, LLC.	PO Box 176 Carrollton, GA 30112	1/14/2021	9:35 AM	\$ 109,000.00		Yes	Yes
8								
9								
10								
11								
12								

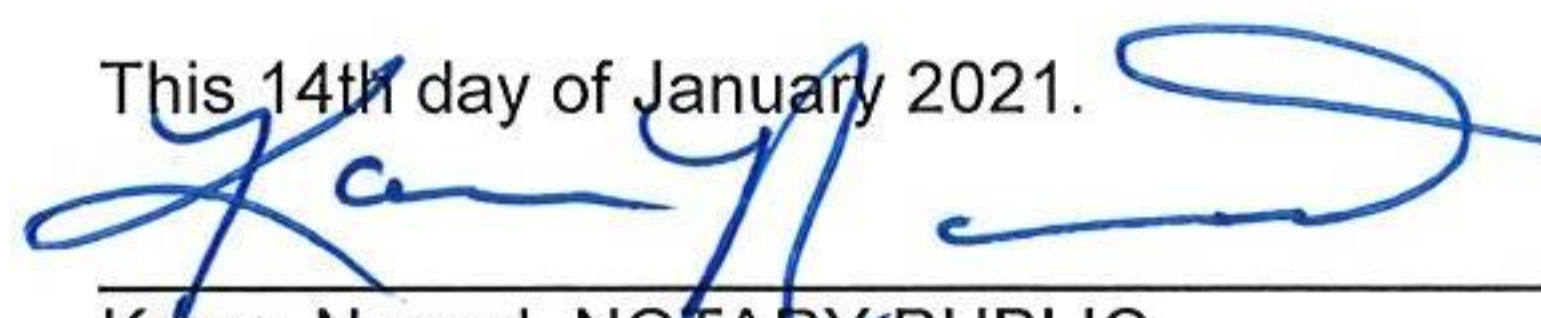
The spreadsheet above represents a summary of the proposals/bids opened by the City of Holly Springs in reference to project Town Center Demolition Project; Project Number: RFB # 2020-05 on January 14, 2021 at 10:00 AM.

This 14th day of January 2021.


Robert H. Logan, City Manager

Subscribed and sworn to before me

This 14th day of January 2021.


Karen Norred, NOTARY PUBLIC
My Commission Expires: 12/21/2023





COUNCIL AGENDA REPORT

FROM: Robert H. Logan

RH2

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Additional Demolition and Haul Off at Cagle Family Farm

DATE: January 26, 2021

RECOMMENDATION: To approve a proposal from Cleghorn Contracting for the demolition of an old mobile home and the removal of debris from the site of the Cagle Family Farm on Stringer Road.

REPORT-IN-BRIEF: The City of Holly Springs Parks and Recreation Authority approved a ten-year lease agreement with Benjamin and Vicki F. Cagle for the Cagle Family Farm on October 19, 2020. Mr. and Mrs. Cagle plan to use the Cagle Family Farm site for their annual corn maze and agri-tourism activities. Based on a conversation with Mr. Cagle in December, the demolition of an old mobile home and additional debris left on the east side of the property would be required in order for them to fully utilize the property.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: The proposed cost of the demolition and haul off is \$18,100 and would be paid from the Holly Springs Parks and Recreation Fund.



Job Location Stringer Rd

Signature _____



January 27, 2021

Mr. Robert H. Logan, City Manager
City of Holly Springs
PO Box 990
Holly Springs, GA 30142

Subject: Award Recommendation – Traffic Signal Warrant Study – Intersection of
Holly Springs Parkway @ Fox Creek Drive

Dear Mr. Logan:

BM&K was directed to solicit quotes for an engineering Traffic Signal Study at the above referenced location. Technical evaluation of the two quotes submitted has been completed. A thorough review has confirmed that each engineering firm meets all of the prescribed requirements listed in the solicitation. The table below summarizes the engineering firms quotes.

RANK	BIDDER	AMOUNT
1	Southeastern Engineering, Inc	
	• Coordination	\$2,000
	• Signal Warrant Study	\$4,200
	• Signal Design (if warranted)	\$5,400
2	Wilburn Engineering, Inc.	
	• Coordination	\$3,300
	• Signal Warrant Study	\$3,950
	• Signal Design (if warranted)	\$6,950

Southeastern Engineering, Incorporated submitted the qualifying low quote. Therefore, I recommend award to Southeastern Engineering, Inc. This award recommendation is for the Traffic Signal Warrant Study/Analysis and the associated coordination work totaling \$6,200. The traffic signal design should be tasked separately if warranted by the study.

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



www.bmandk.com

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hughes", written over the printed name.

Jacob Hughes, P.E.
Consultant City Engineer

Cc: Project File

ENCL: (1) Southeastern Engineering, Inc. Quote
(2) Wilburn Engineering, Inc. Quote

PROFESSIONAL SERVICES AGREEMENT

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

CLIENT: Jacob Hughes, PE
BM&K
103 Mountain Brook Drive, Suite 112
Holly Springs, GA 30115
Ph: 706-824-0514
jacon@bmandkinc.com

PROJECT NAME: Holly Springs Pkwy Fox Creek Dr Signal Warrant Analysis and Design
Holly Springs, GA

PROJECT UNDERSTANDING

SEI understands that the City of Holly Springs would like to determine if a traffic signal is recommended for the intersection of Holly Springs Parkway at Fox Creek Drive. The intersection serves an existing residential development, and another residential development is currently under construction that will utilize the intersection via an additional fourth leg at the intersection. SEI will conduct a signal warrant analysis to determine if traffic signal warrants are met and provide a traffic study for the recommended traffic signal operation. If a traffic signal is warranted and approved by the City a traffic signal design will be provided for the intersection.

SCOPE OF SERVICES

Task 1 – Signal Warrant Analysis/Traffic Signal Study

SEI will conduct a signal warrant analysis for the intersection using available historical traffic volumes and estimated trip generation volumes for the existing and under construction residential developments. Historical and trip generation values are recommended for the analysis due to current COVID-19 traffic impacts resulting in lower-than-normal traffic volumes and irregular traffic patterns. The analysis will utilize historical count data from nearby GDOT TADA Count Station 057-0012 on Holly Springs Parkway south of Riverside Way, approximately 2,100 feet south of the study intersection and trip generation values for the residential developments. SEI will provide a Traffic Signal Study summarizing the results of the warrant analysis and recommend traffic signal operation, if applicable.

Task 2 – Traffic Signal Design – If needed

The client will provide the base CAD files and SEI will add the signal design to the drawings. The base files should include intersection final intersection configuration, roadway signing and marking, and utilities. SEI will coordinate with the City to ensure their traffic signal design standards and preferences are included. Plans will meet current standard specifications, policies, and requirements for traffic signal plans. Signal plans will be developed using GDOT's Plan Presentation Guidelines (PPG). Intersection plan sheets will be provided electronically in the project format, as well as any appropriate progress files in PDF for review.

Task 3 – Coordination

SEI will coordinate as needed with stakeholders.

SCHEDULE

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

COMPENSATION

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

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
Task 1 – Signal Warrant Analysis/Traffic Signal Study	\$4,200	Monthly, % Complete of Lump Sum	
Task 2 – Traffic Signal Design	\$5,400	Monthly, % Complete of Lump Sum	
Task 3 – Coordination	\$2,000	Monthly, % complete of Allowance	
Direct Expenses – Incurred by SEI		N/A	

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

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

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

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

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

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

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

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

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

When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

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



January 25, 2021

Mr. Jacob Hughes, P.E.
Senior Project Manager
BM&K
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

jacob@bmandkinc.com

RE: Proposal for Traffic Signal Warrant Study & Signal Design
Holly Springs Parkway & Fox Creek Drive
Holly Springs, GA

Dear Jacob:

This proposal is for conducting a traffic signal warrant study and, if warranted, signal design for the above referenced intersection. Typically, a Traffic Impact Study (TIS) is developed for a new subdivision. It is our understanding that a TIS is not available for the Turner Village Development. TIS information will need to be developed for the Turner Village development to use in the traffic signal warrant. The Turner Village site plan will need to be provided.

The proposal consists of Attachments A (Scope of Work), B (Proposed Fees), and C (Schedule).

If the proposal is acceptable, please sign in the space provided below and return to me and we will begin the work. This proposal is valid until February 22, 2021.

Sincerely,
WILBURN ENGINEERING, LLC

Speedy Boutwell, P.E., PTOE
Traffic Engineer

Agreed to and accepted by:

Printed Name

Signature

Date

ATTACHMENT A SCOPE OF WORK

Task 1: Data Collection

This work includes the collection of existing conditions and traffic volume data needed to conduct the traffic signal warrant intersection study. Traffic data will be collected while local schools are in session.

Turning movement counts (TMCs) will be collected for 12 hours, 7 AM to 7 PM, at the intersection of Holly Springs Parkway and Fox Creek Drive.

We will also conduct a field inventory of existing traffic conditions to include travel lanes, speed limits, traffic control, etc.

Task 2: Tuner Village Development Analysis

The signal warrant analysis will require the traffic generated by the Turner Village development to be determined. A portion of a TIS will be conducted to determine the traffic to be generated by the Turner Village development. We will need to receive the site plan.

Trip generation estimates will be made based on the data contained in the *Trip Generation Manual* from ITE. Trip distribution will be based on the data collected in Task 1. The generated new trips will be assigned to the road system and superimposed with existing traffic.

Capacity analysis will be used to evaluate the existing and projected traffic conditions at the intersection identified in Task 1 and the proposed site driveway intersection.

The *Synchro Program* (version 10) from TrafficWare will be used to facilitate capacity analysis. The analysis will determine the geometric configuration needed for the study intersection.

Task 3: Traffic Signal Warrant Analysis

A traffic signal warrant analysis will be conducted for the intersection of Holly Springs Parkway and Fox Creek Drive. The analysis will be performed using the guidelines contained in the current *Manual on Uniform Traffic Control Devices*, (MUTCD) published by the Federal Highway Administration.

According to the MUTCD, the investigation of the need for traffic control signal shall include an analysis of the applicable factors contained in the following traffic signal warrants and other factors related to existing operation and safety at the study intersection:

- Warrant 1 – Eight-Hour Vehicular Volume
- Warrant 2 – Four-Hour Vehicular Volume
- Warrant 3 – Peak Hour
- Warrant 4 – Pedestrian Volume
- Warrant 5 – School Crossing
- Warrant 6 – Coordinated Signal System
- Warrant 7 – Crash Experience
- Warrant 8 – Roadway Network
- Warrant 9 – Intersection Near a Grade Crossing

A safety analysis will be conducted using the crash data collected from GEARS.

The results of the study will be documented complete with diagrams to present the study findings and submitted in PDF and WORD format

Task 4: Traffic Signal Plans (If Warranted)

This work is to prepare plans for the installation of traffic signals for the intersection if found to be warranted.

Plans will be prepared using GDOT standards and specifications. The base mapping will be developed using existing and proposed database files provided by BM&K.

The plans will include all installation measures required including poles, signal heads, control equipment, detectors, and all conduit and wiring. The phasing operation will be shown on the plans.

The plans will be submitted for review and permitting through the City of Holly Springs. Any required revisions will be made in accordance with review comments until a permit is issued.

Task 5: Meetings / Coordination / Permitting

All meetings and coordination with government agencies, and the stakeholders to discuss the study or pursue neighborhood consensus/permits/approvals will be performed under this task. Any revisions to the scope of work above requested by you or the reviewing agencies will also be addressed under this task and billed at our standard hourly rates as follows:

Principal Engineer.....	\$208
Senior Engineer.....	\$165
Traffic Engineer.....	\$95
Technician.....	\$75

Mileage charges are in accordance with Federal Accounting Regulations, which is currently \$0.56 per mile.

**ATTACHMENT B
PROPOSED FEES**

The work as described in Attachment A will be provided for the following fees.

Task 1: Data Collection	\$1,500 Lump Sum
Task 2: Turner Village Development Analysis	\$1,800 Lump Sum
Task 3: Traffic Signal Warrant Analysis	\$3,950 Lump Sum
Task 4: Traffic Signal Plans (If Warranted)	\$6,950 Lump Sum
Task 5: Meetings / Coordination / Permitting	Hourly as needed

An invoice will be submitted to you at the completion of each task. Payment is due within 30 days.

The proposed fees are valid if accepted by February 22, 2021.

**ATTACHMENT C
SCHEDULE**

The work as described in Attachment A will be completed in accordance with the following schedule:

Task 1: Data Collection	2 Weeks after work is authorized
Task 2: Turner Village Development Analysis	1 Week after Task 1 is completed
Task 3: Traffic Signal Warrant Analysis	2 Weeks after Task 2 is completed
Task 4: Traffic Signal Plans (If Warranted)	4 Weeks after NTP and receiving database files
Task 5: Meetings / Coordination / Permitting	As needed

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS AUTHORIZING THE SUBMITTAL OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PROPOSAL TO THE ATLANTA REGIONAL COMMISSION (ARC); AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS PERTAINING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PROPOSAL; AND AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' PARTICIPATION IN THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PROPOSAL

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) reauthorizes the Workforce Investment Act (WIA) of 1998; and

WHEREAS, the City of Holly Springs desires to apply to the Program to obtain grant funding for workforce development projects; and

WHEREAS, the City of Holly Springs serves as the fiscal agent for the Families of Cherokee United in Service (Cherokee FOCUS); and

WHEREAS, it is the desire of the Mayor and City Council to submit the Workforce Innovation and Opportunity Act (WIOA) grant proposal to the Atlanta Regional Commission (ARC).

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

1. The City of Holly Springs is hereby authorized to prepare and submit the Workforce Innovation and Opportunity Act (WIOA) grant proposal to the Atlanta Regional Commission (ARC) for workforce development projects;
2. The Mayor is hereby authorized to execute any and all documents pertaining to the Workforce Innovation and Opportunity Act (WIOA) grant proposal;
3. The City of Holly Springs' officials and City Manager and/or Finance Director are directed to do any and all acts necessary to carry out the intent of this Resolution;
4. That the proposal be for an amount not to exceed \$125,000 of grant funds to carry out workforce development projects;

This Resolution is adopted this 1st day of February, 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



CLIENT SERVICES AGREEMENT

This Client Services Agreement (the "Agreement") is made by and between WellStar Medical Group, LLC ("Provider") and _____ ("Client") to be effective as of the last date of signature by the parties on the signature lines below (the "Effective Date").

1. Client desires to contract with Provider to provide the authorized occupational health services ("Services") indicated on the attached Employer Account Profile, attached hereto as Exhibit A to this Agreement.
2. Provider will charge Client the rates listed on Provider's current Fee Schedule as separately provided to Client. Any modifications to the Fee Schedule will be communicated to Client with thirty (30) days advance notice. The Fee Schedule is a confidential document and will not be disclosed by Client to any third parties during the term or after termination of this Agreement.
3. Provider shall invoice Client for all Services rendered each month by the ____ day of the following month in which Services were provided. Any add-on testing initiated at the end of each month will be billed the subsequent month. Each invoice is due and payable by Client in full to Provider no more than thirty (30) days from the date the invoice is issued. Should Provider be authorized to provide workers' compensation services to Client's employees, Provider shall invoice Client or Client's workers' compensation carrier as noted on the attached Employer Account Profile.
4. Client must initiate all inquiries concerning invoice discrepancies/disputes within thirty (30) days of the date of the invoice or the invoice will be considered correct. The parties will work together to resolve any such discrepancies/disputes expeditiously, and the time for payment of such portion of the invoice shall be extended until resolution of the discrepancy/dispute. Any undisputed invoices not paid when due shall allow Provider, at its election, to discontinue providing services to Client and terminate this Agreement immediately by providing written notice to Client at the address located below the signature line to this Agreement.
5. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by either party. Except as otherwise provided, either party may terminate this Agreement, without cause, with no monetary penalty, on thirty (30) days prior written notice at the address located below the signature line to this Agreement. In the event of any such termination, Provider will be paid for any undisputed Services performed prior to the effective date of termination.
6. Each party will provide, at its sole cost and expense, for itself, its employees and agents, policies of insurance or self-insurance providing coverage for workers' compensation, unemployment, cyber liability, and general liability throughout the term of this Agreement. Such workers' compensation amounts shall not be less than amounts specified by law.

7. Miscellaneous.

a. Use of Name. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended use is first obtained from the party whose name is to be used.

b. Amendment. This Agreement may be modified or amended from time to time only by mutual written agreement of the parties.

c. Entire Agreement. This writing embodies the entire agreement of the parties regarding the subject matter hereof and supersedes and embodies all prior and contemporaneous agreements between the parties.

d. Independent Contractor. The parties are acting as independent contractors and nothing herein shall be construed as creating any joint venture, partnership, agency, or other relationship between the parties.

d. Compliance with Laws. Each party agrees to comply with all applicable federal and/or state laws, rules or regulations in the performance of their duties under the Agreement.

e. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia without giving effect to any conflicts of law principles with venue proper exclusively in the Superior Court of Cobb County, Georgia. The parties hereby waive any and all objections that they may otherwise have to venue and jurisdiction in the State of Georgia.

f. No Waiver. No waiver of any terms or conditions of this Agreement by either party shall be deemed a continuing or further waiver of the same terms and conditions or a waiver of any other term or condition of this Agreement.

g. Force Majeure. Both parties will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence commonly known as Force Majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, governmental action, strikes, casualties or accidents, fire, explosion, flood severe weather or other acts of God.

h. Assignment. Neither party shall assign this Agreement without the express prior written consent of the other party.

i. Notice. Any notice provided under this Agreement shall be delivered to the person and address noted in the signature line of this Agreement, either by overnight delivery service or personal hand delivery, or any other address specified by notice subsequently by one party to the other. Notice will be effective upon receipt.

j. Severability. In the event any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and continue binding on the parties.

k. Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration, termination or cancellation of this Agreement shall survive the expiration, termination or cancellation of this Agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING AUTHORIZED PERSONS ON BEHALF OF CLIENT AND PROVIDER:

PROVIDER:

WellStar Medical Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Exhibit A



Employer Account Profile

Date: _____

Company Name: _____ Industry Type: _____

Primary Physical Address: _____

Main Phone Number: _____ Hours of Operation: _____

Correspondence Address: _____

Is modified work available? ☐ Yes ☐ No

Do you have specific forms you need us to use? ☐ Yes ☐ No *If yes, please forward to us.*

CONTACT INFORMATION

Contact 1- Name: _____ Title: _____

Phone: _____ Cell: _____

Secure Fax: _____ Secure Email: _____

Preferred method of communication: Phone Cell Email

Contact 2- Name: _____ Title: _____

Phone: _____ Cell: _____

Secure Fax: _____ Secure Email: _____

Preferred method of communication: Phone Cell Email

Contact 3- Name: _____ Title: _____

Phone: _____ Cell: _____

Secure Fax: _____ Secure Email: _____

Preferred method of communication: Phone Cell Email

Special Contact Instructions:

EMPLOYER SERVICES BILLING INSTRUCTIONS

Billing Contact: _____

Billing Address: _____

Internal Company Billing Instructions:

WORKERS' COMPENSATION BILLING INSTRUCTIONS

Bill employer for workers' compensation services? ☐ YES ☐ NO

What is your company's average number of injuries per year? _____

WORKERS' COMPENSATION CARRIER:

Name: _____ Policy Number: _____

Policy Effective Date: _____ Policy Expiration Date: _____

Contact Person: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

Special Instructions, if any:

Unless notified, WellStar Occupational Medicine will bill THE Employer's WORKERS' compensation carrier directly for all for work-related injuries.

CLIENT SERVICES REQUESTED

(Check all that apply)

MENU OF SERVICES

- ☐ Tb Testing
- ☐ Spirometry
- ☐ Audiometry
- ☐ Vaccinations
- ☐ Immunization Status
- ☐ Respirator Fit Testing (N95, other)
- ☐ OSHA Respirator Questionnaire

- ☐ Assessment & Treatment of Work Related Injuries
- ☐ Employee Assistance Program (EAP)

- ☐ DOT Physicals
- ☐ Fitness for Duty Exams
- ☐ Pre-Employment Physicals
- ☐ Respiratory Clearance Exams
- ☐ Annual/Surveillance Physicals

PHYSICALS

PRE-EMPLOYMENT PHYSICAL

(check all necessary components):

- ☐ Drug Testing *(indicate details in below box)*
- ☐ Alcohol Testing *(add details below)*
- ☐ Physical Exam
- ☐ OSHA Respirator Questionnaire
- ☐ Respirator Fit Testing
- ☐ Vaccinations/Titers
- ☐ Tb Assessment
- ☐ Spirometry
- ☐ Urine Dip
- ☐ Audiogram
 - ☐ Interpretation ☐ Yes ☐ No
- ☐ Vision Screen
 - ☐ Color
 - ☐ Peripheral
 - ☐ Visual Acuity
 - ☐ Other
- ☐ Laboratory Panels:
 - ☐ CBC
 - ☐ Blood Lead & ZPP
 - ☐ Heavy Metal Screen
 - ☐ Comprehensive Panel
 - ☐ Other
- ☐ Lift Assessment
 - ☐ Stairs (# flights): _____
 - ☐ Pull (how far): _____
 - ☐ Push (how far): _____
 - ☐ Capacity (lbs): _____

SPECIALTY PHYSICAL

- ☐ Merchant Marine
- ☐ Fire Marshal
- ☐ Coast Guard
- ☐ Fire Fighter
- ☐ Bus Driver
- ☐ Railway
- ☐ Hazmat
- ☐ Police

**If you have selected one of these specialty physicals, we will contact you to learn about your required elements.*

ANNUAL/SURVEILLANCE PHYSICAL

(check all necessary components):

- ☐ Physical Exam
- ☐ OSHA Respirator Questionnaire
- ☐ Respirator Fit Testing
- ☐ Spirometry
- ☐ Urine Dip
- ☐ EKG
- ☐ Audiogram
 - ☐ With interpretation
 - ☐ Without interpretation
- ☐ Vision Screen
 - ☐ Color
 - ☐ Peripheral
 - ☐ Visual Acuity
- ☐ Laboratory Panels:
 - ☐ CBC
 - ☐ Comprehensive Panel
 - ☐ Heavy Metal Screen
 - ☐ Blood Lead & ZPP
 - ☐ Other
- ☐ Chest X-ray
 - ☐ 1 view B-Reader - __Yes __No
 - ☐ 2 view
- Other:
 - ☐ Health History Review
 - ☐ Vaccinations – MMR, Hep B, Varicella and Tetanus update
 - ☐ Tb Assessment

DRUG & ALCOHOL TESTING

DOT	ALCOHOL	MRO	Non-DOT
☐ DOT Drug Test ☐ Collection Only – Urine ☐ SAP - Substance Abuse Professional Services <i>*SAP services are required for drivers with positive tests</i>	☐ Breath ☐ Saliva ☐ DOT ☐ Non-DOT	☐ Medical Review (MRO) for all specimens ☐ Medical Review for Positives Only	Collection Only Collection/MRO Point of Care/Rapid 5 panel 6 panel 10 panel 12 panel Hair Collection Only 5 panel Extended Opiates Hair Collection/MRO 5 panel Extended Opiates



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: A-01-2021, applicant requests annexation of 0.65+/- acres located on Hickory Road, Cherokee County, GA tax parcel 244 of tax plat 15N14

DATE: January 26, 2021

COUNCIL MEETING DATE: February 1, 2021

RECOMMENDATION

STAFF ANALYSIS

Applicant, Danny Hyde, Corporate Security, has requested annexation of 0.65 +/- acres located on Hickory Road, tax parcel 15N14 244 (partial). The property is a portion of a 4.0+/- acre parcel that is split between Holly Springs and unincorporated Cherokee County. The original city limits line divides this parcel on the east side between the jurisdictions. The county portion of the property is zoned LI, Light Industrial and the portion currently within the city limits is zoned NC, Neighborhood Commercial. No rezoning of the property is being requested at this time. If approved for annexation, the zoning would remain the same. No application for rezoning of this property would be permitted to be heard until one year from the decision date.

Cherokee County Response

The Cherokee County Board of Commissioners voted unanimously to indicate that they had no objections to this annexation. They did request an appropriate buffer along the northeast property line to protect the adjacent residences along Milner Drive. The letter is included in the packet.

Planning Commission

The Planning Commission held a public hearing on January 14, 2021. No public comments were made. The Planning Commission voted (4-0) to recommend **APPROVAL** of the annexation.

Staff Recommendation

Staff recommends **APPROVAL** of the **ANNEXATION** of 0.65+/- acres.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

**A-01-2021
Location Map
Annexation Request**



0 250 500 750 1,000 Feet

Partial Parcel Requesting Annexation

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 |

A-01-2021



City of Holly Springs, Georgia
Petition for Annexation
100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: 12/15/2020

Applicant's Name: Danny Hyde

Corporation Name: Corporate Security

Mailing Address: 2881 Jerusalem church Rd Jasper GA 30143
30144

Phone: 770 633 4204

Email: dhyde 4933 at hotmail.com

PROPERTY OWNER INFORMATION

Property Owner(s): Danny Hyde Dave Smith Corporate Security

Mailing Address: 2881 Jerusalem ch Rd Jasper GA 30143

Phone: 770 633 4204

Email: _____

PROPERTY INFORMATION

Tax Map #: 15/114 Parcel #: 244 (pt) 0.65± acres

Land Lot(s)/District: 308 15th dist.

Physical Address: 801 Hickory st

Property Location Description: 4 Acres vacant land with an
old House unoccupied

Current Zoning: LI

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? NO If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

No proposed development At this Time.

Need property To be entirely in the

City

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- ☒ A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- ☒ A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- ☒ Complete the Applicant & Property Owner(s) Signature Sections, following page;
- ☐ Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Danny Hyde
Applicant Name (Please Print)

Corporate Security INC
Corporation Name (Please Print)

Danny Hyde
Applicant Signature

CFO
Title (Please Print)

12/15/2020
Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Danny Hyde
Property Owner Name (Please Print)

Danny Hyde
Property Owner Signature

12/15/2020
Date

DAVID SMITH
Property Owner Name (Please Print)

David Smith
Property Owner Signature

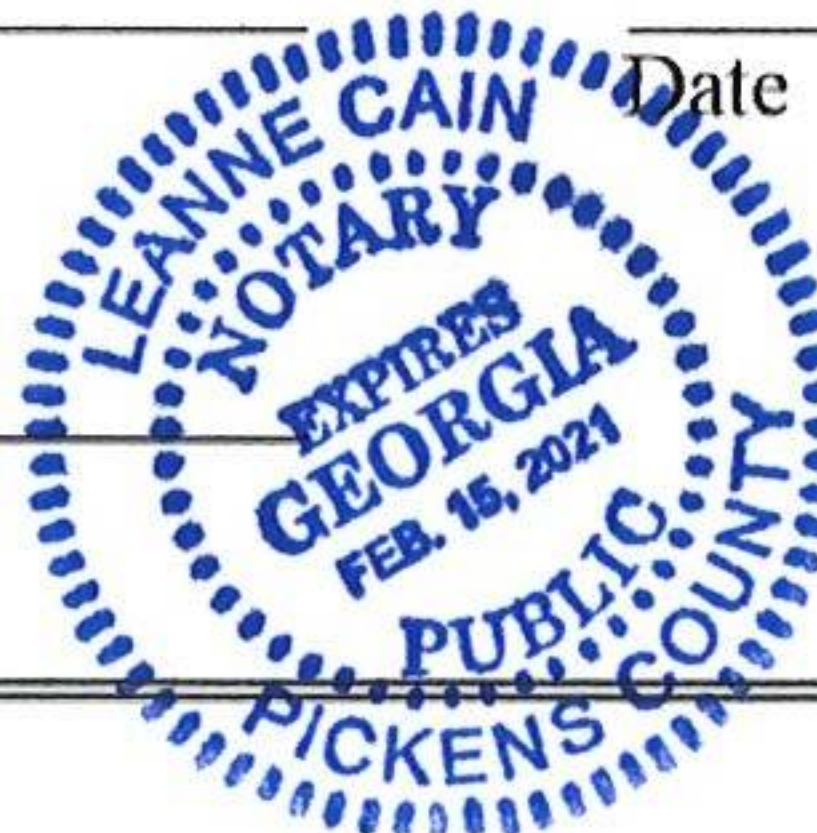
12 15 2020
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Leanne Cain
Notary (form must be notarized)



Received by: Nancy Moon
City of Holly Springs, Georgia

Date: 12/23/2020

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

CORPORATE SECURITY INC.

TALKING ROCK, GA 30175

Bill No.	Due Date	*Total Due*
2020-36232	11/15/2020	\$0.00

Map: 15N14 244
Location: 801 HICKORY RD

Payment Good through: 12/21/2020

Print Date :
12/21/2020

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



Tax Payer: CORPORATE SECURITY INC.
Map Code: 15N14 244 REAL
Description: LL 308; 15TH DIST
Location: 801 HICKORY RD
Bill No: 2020-36232
District: CITY OF HOLLY SPRINGS 004

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

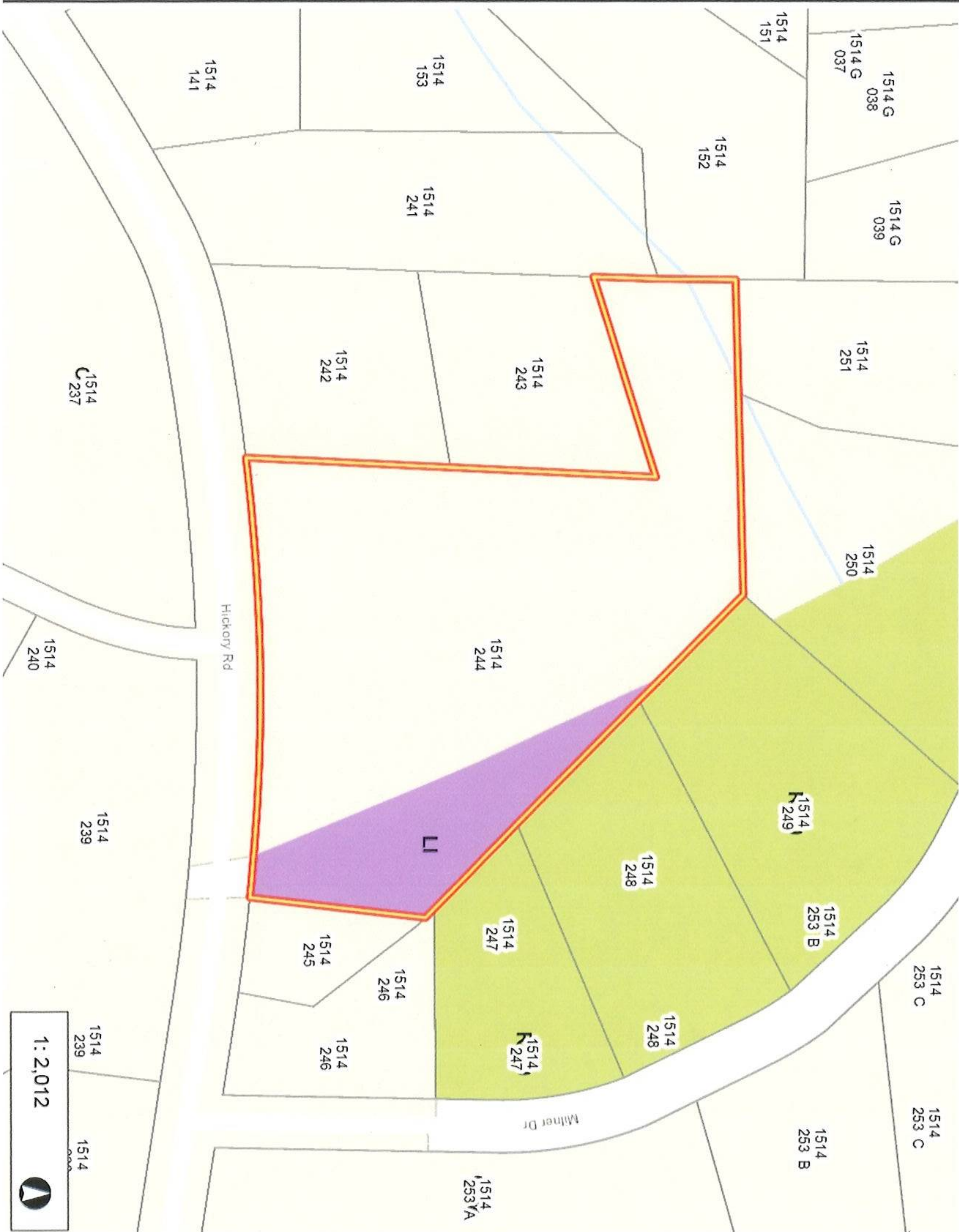
Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
30,500.00	105,300	4.7200	135,800	11/15/2020			12/21/2020	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	135,800.00	54,320.00	0.00	54,320.00	5.212	283.12	0.00	\$283.12
SCHOOL M&O	135,800.00	54,320.00	0.00	54,320.00	18.450	1,002.20	0.00	\$1,002.20
SCHOOL BOND	135,800.00	54,320.00	0.00	54,320.00	1.000	54.32	0.00	\$54.32
PARKS BOND	135,800.00	54,320.00	0.00	54,320.00	0.461	25.04	0.00	\$25.04
TOTALS					25.123	1364.68	\$0.00	\$1,364.68

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	\$1,364.68
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1364.68
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/17/2020



801 Hickory Rd - Zoning Map



Legend

- Airports
 - Air Acres Airfield
 - Cherokee County
- Parcels
 - Cherokee County
 - <all other values>
- AG
- R-80
- R-60
- R-40
- R-30
- R-20
- R-15
- RD-3
- R-10
- RZL
- RA
- RTH
- RM10
- RM16
- TND
- PUD
- OI
- NC
- GC
- LI

Notes

1:2,012



Return To:
Clark & Clark
Attorneys at Law, P.C.
84 River Street/P.O. Box H
Ellijay, Georgia 30540

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Please Cross Reference
Deed Book 8715, page 440

Deed Preparation Only

Warranty Deed (Corrective)

State of Georgia
County of Gilmer

This Indenture made this 26th day of October, 2007, between **Danny Hyde and David Smith**, as party or parties of the first part, hereinafter called Grantor, and **Corporate Security, Inc., a Georgia corporation**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

Witnesseth that Grantor, for and in consideration of the sum of **Ten and 00/100's (10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aligned, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 308 of the 15th District, 2nd Section, Cherokee County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

This deed is given to correct the name of the Grantee in that certain Warranty Deed from Danny Hyde and David Smith to Quality Materials & Precision Measurement, Inc., dated April 14, 2006 and recorded in Deed Book 8715, page 440 in the office of the Clerk of Superior Court of Cherokee County in which the Grantee was incorrectly named.

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 and the heirs, legal representatives, successors and assigns 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 and the heirs, legal representatives, successors and assigns of Grantee, against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary P. Hloyd
Witness

Danny Hyde (Seal)
Danny Hyde

Marsha Selena Temo
Notary Public

David Smith (Seal)
David Smith



This instrument prepared by
CLARK & CLARK
Attorneys at Law, P.C.
84 River Street/P.O. Box H
Ellijay, GA 30540

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 308 of the 15th District, 2nd Section of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at an iron stake on the north side of the Hickory Flat and Holly Springs Public Road in the southwest corner of the parcel of land herein conveyed and running thence eastward along the north side of said Hickory Flat and Holly Springs Public Road to an iron stake just east of the residence where Albert Crowe once resided at the Old Bentley Road; thence in a northeasterly direction a distance of 148 feet to a corner post; thence a northwesterly direction along a certain ditch a distance of 600 feet to the original east and west line between the property hereby conveyed and Land Lot 269, at a post corner; thence westward along said original east and west line a distance of 236 feet to an original corner; thence south along the west line to the property sold off to J. B. and Lois Roach a distance of 120 feet; thence northeast along the property of J. B. and Lois Roach a distance of 210 feet to an iron pin; thence along the property sold off to J. B. and Lois Roach a distance of 420 feet to an iron pin on the Hickory Flat and Holly Springs Road and the POINT OF BEGINNING.

Containing five acres, more or less, and being known as a part of Tract 2 of the subdivision of the F. G. Milner property, as shown by a plat made by S. Billings, C. E., November, 1941, recorded in Deed Book 2, Page 392, in the Office of the Clerk of Superior Court, Cherokee County, Georgia.

Being the same property conveyed to C. T. Medley by James H. Mancus by a deed dated February 18, 1961 and recorded February 21, 1961 in Deed Book 59, Page 392, aforesaid Clerk's Office.

LESS AND EXCEPT THE FOLLOWING THREE TRACTS:

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 308, 15th District, 2nd Section of Cherokee County, Georgia, according to a Plat of Survey for Kathy D. Hooper prepared by S. E. Mahan, Surveyor, dated January 12, 1982 and being more particularly described as follows:

BEGINNING at an iron pin on the northerly side of Holly Springs-Hickory Flat Road which iron pin is 604 feet northwesterly, as measured along the northerly side of Holly Springs-Hickory Flat Road, from the intersection of the northerly side of Holly Springs-Hickory Flat Road and the east land lot line of Land Lot 308; thence, north 82 degrees 10 minutes west along the northerly side of Holly Springs-Hickory Flat Road 82.3 feet to an iron pin; thence, North 9 degrees 41 minutes East 116.0 feet to an iron pin; thence, South 82 degrees 10 minutes East 82.3 feet to an iron pin; thence, South 9 degrees 41 minutes West 116.0 feet to an iron pin on the northerly side of Holly Springs-Hickory Flat Road at the POINT OF BEGINNING.

Being the same property conveyed by C. T. Medley to Kathy D. Hooper by a deed dated January 24, 1983 and recorded February 3, 1983 in Deed Book 339, Page 158, Cherokee County Records.

Tract 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 308 of the 15th District, 2nd Section, Cherokee County, Georgia, and being 0.06 acre, as more particularly described in a plat of survey prepared by Jim Norton, Registered Land Surveyor, dated August 17, 1992, and revised August 30, 1993 as follows:

To ascertain the true point of beginning, begin at an iron pin set at the intersection of the north right-of-way of Hickory Road (60 foot right-of-way), with the west right-of-way of Foster Milner Road (40 foot right-of-way), thence north 80°05'05" west 201.30 feet along the north right-of-way of Hickory Road to a point; thence leaving the north right-of-way of Hickory Road north 10°25'00" east 119.62 feet to an iron pin found at the true point of beginning; thence from said point of beginning north 19°35'20" east 60.18 feet to an iron pin found; thence south 40°43'35" east 92.09 feet to an iron pin found; thence north 80°44'00" west 81.32 feet to the point of beginning.

Being the same property conveyed by C. T. Medley to Danny Hyde by a deed dated September 6, 1993 and recorded September 8, 1993 in Deed Book 2175, Page 60, aforesaid Clerk's Office.

Tract 3:

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 03 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 119.63 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. Giannelli, O.R.L.S. No. 1123, of A.S. Giannelli & Associates, Inc.

COPY

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME Hyde	FIRST NAME Danny	MIDDLE	Exempt Code If no exempt code enter NONE	Deed of Correction	
MAILING ADDRESS (STREET & NUMBER) 10668 Hwy. 53 West			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Talking Rock, GA 30175 USA		DATE OF SALE 10/26/2007	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 Corporate Security, 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) 10669 Hwy 53 West			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Talking Rock, GA 30175 USA		Check Buyers Intended Use () Residential (X) 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) 801		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Hickory Road			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE)	MAP & PARCEL NUMBER 15N14 244		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15th	ACRES 4.72	LAND LOT 308	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

When recorded return to (name, address):

LANDRUM & LANDRUM
95 Stegall Drive
P.O. Box 400
Jasper, GA 30143

Deed Book **10998** Pg **202**
Filed and Recorded 4/29/2010 1:20:41 PM
28-2010-011145
Intangible Tax \$0.00
Penalty \$0.00
Interest \$0.00

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

____ State of Georgia _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED TO SECURE DEBT
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed to Secure Debt (Security Instrument) is 04-26-2010.
The parties and their addresses are:

GRANTOR: CORPORATE SECURITY, INC., A GEORGIA CORPORATION
424 HOLLY OAK TRACE
CANTON, GA 30114

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

GRANTEE: COMMUNITY BANK OF PICKENS COUNTY
("Lender") Organized and existing under the laws of the state of Georgia
15 SAMMY MCGHEE BLVD.
JASPER, GA 30143

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, transfers, conveys and sells to Lender, with power of sale, the following described property:
SEE EXHIBIT "A" which is attached hereto and made a part hereof.

The property is located in CHEROKEE at 801 HICKORY RD
(County)
CANTON, Georgia 30115
(Address) (City) (Zip Code)

GEORGIA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 7)

01 mf

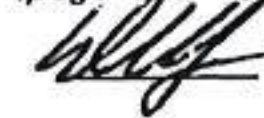
Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

THIS NOTE DATED 04-26-2010 FROM COMMUNITY BANK OF PICKENS COUNTY TO CORPORATE SECURITY, INC. IN THE AMOUNT OF \$100,000.00 AND MATURING 10-26-2012.

- All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
 - All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
- PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
 - WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, transfer, convey and sell the Property to Lender, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
 - PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, deed to secure debt, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Grantor receives from the holder.
 - Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
 - CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
 - DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
 - TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A beneficial interest in Grantor is sold or transferred.
 - There is a change in either the identity or number of members of a partnership or similar entity.
 - There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
 However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
 - ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

- A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 - B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
- 13. AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 14. ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, bargains, transfers and conveys to Lender as additional security all the right, title and interest in the following (Property).
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
 - B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).
- In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.
- 15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit

01 

development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Grantor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Lender may, in addition to any other permitted remedy, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Lender designates. Lender shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Lender shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser. Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

If the Property is sold pursuant to this section, Grantor, or any person holding possession of the Property through Grantor, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. Where the Secured Debt is collected by or through an attorney after maturity, Grantor agrees to pay 15 percent of the principal and interest owing as attorneys' fees. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of

any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
20. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, deed to secure debt, security agreement or other lien document.
21. **INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
 - B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
 - C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
22. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
27. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all homestead and other exemption rights provided for by the constitution and laws of Georgia relating to the Property.
28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
29. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
 - ☐ **Affirmative Statement.** Grantor and Lender agree, by this affirmative statement pursuant to O.C.G.A. 44-14-80, to establish a perpetual or indefinite security interest in the Property conveyed to secure the Secured Debts.
 - ☒ **Additional Terms.**
Grantor and Grantee agree, by this affirmative statement pursuant to O.C.G.A. section 44-14-80, to establish a perpetual or indefinite security interest in the Property conveyed to secure the Secured Debt.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1. IN WITNESS WHEREOF, Grantor has signed and sealed this Security Instrument.

Entity Name: CORPORATE SECURITY, INC.

Danny Hyde (Signature) DANNY HYDE, PRESIDENT (Date) (Seal)

(Signature) (Date) (Seal)

David R. Smith (Signature) DAVID R. SMITH, SECRETARY/TREASURER (Date) (Seal)

(Signature) (Date) (Seal)

Signed, sealed and delivered in the presence of:

Ryan Keates
(Unofficial Witness)

Brian E. Craig
(Notary Public, Pickens County, Georgia)

Signed, sealed and delivered in the presence of:

Ryan Keates
(Unofficial Witness)

Brian E. Craig
(Notary Public, Pickens County, Georgia)



(Attachment to and forming a part of that certain Security Deed dated April 26, 2010 from Corporate Security, Inc. to Community Bank of Pickens County)

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 15th District and 2nd Section of Cherokee County, Georgia, and being more particularly described as follows: BEGINNING at an iron stake on the north side of the Hickory Flat and Holly Springs Public Road in the southwest corner of the parcel of land herein conveyed and running thence eastward along the north side of said Hickory Flat and Holly Springs Public Road to an iron stake just east of the residence where Albert Crowe once resided at the Old Bently Road; thence in a northeasterly direction a distance of 148 feet to a corner post; thence a northwesterly direction along a certain ditch a distance of 600 feet to the original east and west line between the property hereby conveyed and Land Lot 269 at a post corner; thence westward along said original east and west line a distance of 336 feet to an original corner; thence south along the west line to the property sold off to J. B. and Lois Roach a distance of 120 feet; thence northeast along the property of J. B. and Lois Roach a distance of 210 feet to an iron pin; thence along the property sold off to J. B. and Lois Roach a distance of 420 feet to an iron pin on the Hickory Flat and Holly Springs Road and the POINT OF BEGINNING.

Containing five acres, more or less, and being known as a part of Tract 2 of the subdivision of the F. G. Milner property as shown by a plat made by E. Billings, C.E., dated November 1941, recorded in Deed Book 2, page 392, Cherokee County, Georgia Records.

LESS AND EXCEPT THE FOLLOWING THREE TRACTS:

TRACT 1:

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 15th District and 2nd Section of Cherokee County, Georgia, according to a plat of survey for Kathy D. Hooper prepared by S. E. Mehan, Surveyor, dated January 12, 1982, and being more particularly described as follows: BEGINNING at an iron pin on the northerly side of Holly Springs-Hickory Flat Road which iron pin is 604 feet northwesterly, as measured along the northerly side of Holly Springs-Hickory Flat Road, from the intersection of the northerly side of Holly Springs-Hickory Flat Road and the east land lot line of Land Lot 308; thence North 82 degrees 10 minutes West along the northerly side of Holly Springs-Hickory Flat Road 82.3 feet to an iron pin; thence North 9 degrees 41 minutes East 116.0 feet to an iron pin; thence South 82 degrees 10 minutes East 82.3 feet to an iron pin; thence South 9 degrees 41 minutes West 116.0 feet to an iron pin on the northerly side of Holly Springs-Hickory Flat Road at the point of beginning.

TRACT 2:

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 15th District and 2nd Section of Cherokee County, Georgia, and being 0.06 acre, as more particularly described in a plat of survey prepared by Jim Norton, G.R.L.S., dated August 17, 1992, revised August 30, 1995, as follows: To ascertain the true point of beginning, begin at an iron pin set at the intersection of the north right-of-way of Hickory Road (60 foot right-of-way), with the west right-of-way of Foster Milner Road (40 foot right-of-way); thence North 80 degrees 05' 05" West 201.30 feet along the north right-of-way of Hickory Road to a point; thence leaving the north right-of-way of Hickory Road North 10 degrees 25' 00" East 119.62 feet to an iron pin found at the true point of beginning; thence from said point of beginning North 19 degrees 35' 20" East 60.18 feet to an iron pin found; thence South 40 degrees 43' 35" East 92.09 feet to an iron pin found; thence North 80 degrees 44' 00" West 81.32 feet to the point of beginning.

TRACT 3:

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 15th District and 2nd Section of 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 (a 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 Tract 1 and 2 on that All-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.

The above-described property is the same as that conveyed by corrective warranty deed from Danny Hyde and David Smith to Corporate Security, Inc. dated October 26, 2007, recorded in Deed Book 9934, page 248-250, Cherokee County, Georgia Records.



PLANNING AND ZONING

January 21, 2021

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-01-2021 Danny Hyde/Corporate Security – 801 Hickory Road

Dear Mrs. Moon:

The annexation case, A-01-2021, was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on January 19, 2021. The case involves 0.65 acres of the property at 801 Hickory Road (tax parcel 15N14 244) that is currently outside of the Holly Springs city limits. The property owner wants all of the parcel to be in Holly Springs jurisdiction for their future plans. The application did include any specific proposed use or site plan for the property. The County portion of the property is currently zoned Light Industrial (LI) and the balance in Holly Springs is zoned Neighborhood Commercial (NC).

Based on the staff review and discussion at the commission meeting, the Board of Commissioners voted unanimously (5-0) to indicate that they had no objections to this annexation.

When this property is eventually developed, they would like to see an appropriate buffer along the northeast property line to protect the adjacent residences along Milner Drive. There were no other concerns about this annexation application. Please find attached our complete staff analysis. Feel free to reach out to me if you have any questions about these staff comments.

Sincerely,

Margaret Stallings, AIA, AICP
Principal Planner

Attachment

CC: Christy Black, County Clerk
Jerry Cooper, County Manager
Jeff Watkins, Director of Planning and Zoning



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 01/13/2021

Per O.C.G.A. § 36-36-113 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 30 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested

City	Holly Springs		
Case Number	A-01-2021	Applicant	Danny Hyde, Corporate Security
Receipt of Annexation Notice Date			1/4/2021
Holly Springs Planning Commission Public Hearing			1/14/2021
Meeting date the Board of Commissioners must decide whether to object.			1/19/2021
30 day period to object expires on			2/3/2021
City Council Review & Decision			2/22/2021

Staff is requested to review the application for annexation and provide a response to the following questions.

	Yes	No
Is the property to be annexed contiguous to city jurisdictional boundary?	X	
Development Map designation	Suburban Living	
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood/Parkway Center	
Surrounding County Future Development Map	Suburban Living	
Does this annexation create an "island" of unincorporated land?		X

1) If the application is granted will there be a material increase in burden upon the County directly related to :

	Yes	No
a) the proposed change in zoning or land use?		
b) the proposed increase in density?		
c) infrastructure demands related to the proposed change in zoning or land use?		



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 01/13/2021

2) Will delivery of services be affected by the annexation?	Yes	No
If the answer to (2) is yes, is the affect on delivery of services directly related to a) the proposed change in zoning or land use? b) the proposed increase in density? c) infrastructure demands related to the proposed change in zoning or land use? Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.		
3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?	Yes	No
If the answer to (3) is yes, please provide the evidence		
4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?	Yes	No
If the answer to (4) is no, does the proposed change in zoning or land use result in: a) a use which significantly increases the net cost of infrastructure? b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?		



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 01/13/2021

If the answer to 4(a) or 4(b) is yes, then:

Yes No

c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?

d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?

Comments:

Planning and Land Use

The applicant requests the annexation of the remainder of parcel 15N15 244 (0.65 +/- acres) along Hickory Road into Holly Springs. The majority of the parcel is already within the city limits but the original city limits circle crosses this property so this sliver was left out. There are currently no development plans for the property, which is zoned Light Industrial (LI) and sits adjacent to a Citgo gas station. This annexation will shrink an existing unincorporated island.

The annexation portion of the parcel lies in the County's Suburban Living Character area. According to Holly Springs' Future Development Map, the entire parcel lies in the Parkway Corridor, which allows moderate to high density uses for offices, retail, and services.

Without a proposed use or site plan, it is difficult to assess the impact of this annexation on surrounding unincorporated properties. After this property is annexed, the only adjacent unincorporated property will be several residential lots on Milner Drive that back up to this property. As this property is developed, it would be helpful for Holly Springs to require an appropriate buffer along this north east property line.

Engineering

The site access is from Hickory Road, on a portion of the roadway that is currently maintained by the City of Holly Springs. The City of Holly Springs will be responsible for permitting any entrance requirements if any construction is proposed. The application indicates that no construction is being proposed at this time.

Fire Marshal

No concerns at this time.



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 01/13/2021

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in [Code Section 36-36-111](#).

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in [Code Section 48-8-110](#), which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: MA-07-2020, applicant requests rezoning of 15.72 +/- acres located on Palm Street and Palm Lake Drive, Holly Springs, GA, tax parcels 094 and 095 of tax plat 15N15, tax parcel 082A of tax plat 15N15A, from LI, Light Industrial, and R-20, Single Family Residential, to TND, Traditional Neighborhood Development

DATE: January 28, 2021

COUNCIL MEETING DATE: February 1, 2021

RECOMMENDATION

Applicant, Manor Restorations, LLC, has requested rezoning of 15.72+/- acres, tax parcels 15N15A 094 and 095, from LI, Light Industrial and R-20, Single Family Residential to TND, Traditional Neighborhood Development.

The applicant proposes a residential development consisting of approximately 126 single-family detached residential units with a proposed density of 8.0 units per acre. A conceptual site plan has been provided showing the proposed development. Proposed facades consist of brick, stone, and cementitious board siding (Hardi-plank). The proposed start date is Spring of 2021, with an expected completion date of 2023. A full access entrance is proposed along Palm Street. Proposed amenities include pocket parks, community fire pit, community gardens, tot lot, and walking trails. A passive open space area with nature trails is proposed at the rear of the property. Buffers will be required adjacent to less dense residential properties unless otherwise approved.

With this application, the applicant also offered to replace the bridge on Palm Street, located just north of the project. At the request of Planning Commission at the December meeting, the applicant commissioned a traffic study, but staff did not receive the results until January 13, 2021 (one day prior to the January Planning Commission meeting). In addition, staff met with the applicant and discussed a contribution towards a future infrastructure project that would realign the intersection of Palm Street and Holly Springs Parkway at River Park Blvd rather than the replacement of the bridge. Subsequently, the applicant submitted a revised list of stipulations which are included within this packet. A revised impact report was received from the Cherokee County School Board which lowered the impact to the schools reducing the school mitigation fee from \$989 per unit to \$471 per unit. The original staff recommendation was revised due to the new information and discussions between staff and the applicant.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-20	NORTH:	Spring Ridge Subdivision
SOUTH:	NC (County) R-40 (County) GC (County) LI (County) R-40(County) GC	SOUTH:	SFR SFR Cherokee Floor Industrial Park SFR Lyndon Academy
EAST:	R-20 LI (County)	EAST:	Spring Ridge Subdivision Industrial Park
WEST:	LI (County) LI	WEST:	Industrial Use Industrial Use

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?

Surrounding development in the area includes single-family residential, commercial, industrial, multi-family residential, educational, and office uses. The proposed development, consisting of single-family detached homes, is more dense than what is immediately adjacent; however, other uses would be classified as a more intensive use, i.e. industrial and commercial uses and this proposal would act as a transition from those type of uses to the less dense residential areas.

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

The development of this property should not cause a substantial adverse effect on adjacent or nearby properties with regards to existing uses or usability. Surrounding development contains a variety of uses and this proposal would help to buffer some of those uses from the adjacent property.

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 LI zoning district consisting of light industrial uses.

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 generate additional traffic and use of utilities. The proposed entrance will be a full access entrance located on Palm Street with no access proposed from within the Spring Ridge Subdivision. At the request of the Planning Commission, the

applicant has provided a traffic study (included in the packet) for this area. The City Engineer has reviewed the study and agrees with the assessments. As expected, the issues are mainly at the intersections of Holly Springs Parkway with Palm Street and Toonigh Road. The applicant first offered to replace the bridge on Palm Street; however, subsequent discussions have amended the offer to a contribution of \$250,000 towards the realignment and improvements of Palm Street.

The Cherokee County School District (CCSD) originally estimated that approximately 92 students could impact the school system requiring 5 additional classrooms at the cost of \$124,568, or \$989 per unit. After discussions with the applicant, CCSD amended the report to reduce the impact to 44 students and 2 classrooms with a reduction for the additional capacity cost to \$59,318 or \$471 per unit. The report is attached.

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 Employment. This character area corresponds with the institutional properties such as county schools, as well as office parks, business/industrial parks, and government properties. Within these areas, truck traffic is frequent, and individual institutional or light industrial establishments are not necessarily connected with one another. In addition, light industrial businesses such as warehousing, wholesale trade, manufacturing, and other similar uses may be appropriate.

Application: Existing and new industrial and office parks, government, and institutional properties

Primary Future Land Uses: office, industrial, institutional, commercial

Zoning Districts: PD-C, PD-I, OI, LI, GV

Although the nature of this proposal is inconsistent with this category, the property has residential development adjoining on multiple sides.

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) **Traditional Neighborhood Development. Promote traditional neighborhood and mixed-use developments in appropriate areas, which could include commercial, multi-family, and single-family sections within the same project area. (8.1, #4)**
- b) **Density. Consider increased residential densities for property adjacent to arterials and urban collectors. As properties are distanced further from arterials, urban collectors, and more intense uses, residential densities should decrease. (8.1, #8)**
- c) **Architectural Requirements. Utilize the adopted architectural requirements for the various character areas of the city, seeking to refine and enhance these**

requirements, as needed. Consistently enforce architectural regulations to promote a uniform and harmonious quality of development within respective character areas. (8.1, #11)

d) Environmentally Sensitive Areas. Encourage development to use environmentally sensitive areas as buffers between differing land uses where appropriate. (8.1, #15)

e) Housing Options. Promote an adequate range of safe, affordable, inclusive, and resource efficient housing in the community. This may be achieved by encouraging development of a variety of housing types, sizes, costs, and densities in each neighborhood; promoting programs to provide housing for residents of all socio-economic backgrounds, including affordable mortgage finance options; instituting programs to address homelessness issues in the community; or coordinating with local economic development programs to ensure availability of adequate workforce housing in the community. (8.2, #1)

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. Engineering design and approval will meet all standards.

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?

This area has been developing in recent years with both residential and commercial development. This project will provide an additional type of housing to the needs of residents.

C. Summary

The proposed use should provide an alternative housing option as employment opportunities within Cherokee County increase. This project should provide an adequate transition from the commercial and office uses to the surrounding detached single-family residential uses.

D. Public Information Meeting

A public information meeting was conducted for this case on August 31, 2020 at the Bridgemill Fire Station. Fourteen people attended the meeting. The applicant also made numerous contacts to area residents. Major issues included traffic, coordination with area infrastructure projects, access to Toonigh Road, density, and condition of bridge on Palm Street north of the development. A report of the meeting, as well as, individual comment sheets, are included. As a result of the meeting and conversations with these residents, the density was reduced and the applicant has provided a letter with proposed stipulations (attached). As noted before, subsequent discussion with the applicant resulted in a revised letter/stipulations.

E. Planning Commission Recommendation

The Planning Commission conducted a public hearing on December 10, 2020. Public comments were in regards to traffic, stormwater runoff, schools, bridge on Palm Street, buffers, lighting, and density. After discussion by the members, Planning Commission tabled the application and requested a traffic study to be completed and provided at the next meeting. A second public hearing was conducted on January 14, 2021. Public comments included the same topics of traffic, stormwater runoff, and buffers. Planning Commission recommended **APPROVAL** (3-1) with the staff recommended stipulations of both the annexation and rezoning requests. In addition, they recommended two other stipulations as follows:

1. Applicant shall make best efforts to direct the stormwater overflow to the new existing drainage system on Palm Street.
2. Applicant shall ensure that the screening in the buffer area is adequate to provide appropriate screening.

F. Staff Recommendation

Staff recommends **APPROVAL** to rezone 15.72+/- acres, to **TND, Traditional Neighborhood Development** with the following stipulations:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention area, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowner's association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval. Covenants shall contain rules and regulations applicable to the proposed residential community, including notification/acknowledgement of adjacent, existing Light Industrial property and use.
4. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than ten percent.
5. Density shall be limited to a maximum density of 8.0 units per acre, or a maximum of 126 fee simple single-family residential detached dwelling units.
6. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
7. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.

8. The garage door shall be setback a minimum of 20 feet from the back of the sidewalk.
9. Signage at the entrance point shall be ground based, monument style, in compliance with Article 10, Signs and Outdoor Advertising and shall complement the high quality, architectural vision and style of the proposed homes. The entrance areas shall be professionally designed, landscaped and maintained.
10. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping. Development shall include a minimum of 3 acres of the site as open space/recreational use.
12. Resident and guest parking provisions shall be provided per City Code to eliminate the potential for on street parking within the community.
13. Entrance design and improvements to Palm Street shall be provided as per determination and recommendation of the City Engineer. There shall be no access to Palm Lake Drive.
14. Development shall contain private streets, twenty-four (24) feet in width, from back-of-curb to back-of-curb and shall be gated. Internal sidewalks within the development shall be installed on both sides of the street; however, sidewalks shall not be required in any areas in which the sidewalk conflicts with any guest parking requirements.
15. Sidewalks, decorative street lamps, and curb and gutter, shall be installed along the road frontage of Palm Street, as applicable, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District.
16. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Palm Street. There will be no stacking of vehicles along any roadway waiting for entry onto the property.
17. Development and construction hours for the proposed project shall comply with City of Holly Springs Noise Ordinance provisions including no work on Sundays.
18. To the extent blasting is required on the Site (none is expected), any blasting will be performed only on Monday-Friday between the hours of 9:00 a.m. and 3:00 p.m. and a 24-hour notice must be given in writing to any occupied residence within 1000 feet of the Site.
19. All setbacks, landscape and buffer areas may be penetrated for purposes of access, utilities and stormwater management; including, but not limited to, drainage and detention facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed area shall be restored with comparable plantings as allowed by the City of Holly Springs or any utility provider. Developer, along with the City Arborist's approval, shall ensure that the screening in the buffer area is adequate to provide appropriate screening. Encroachment into any stream buffer shall follow the procedures of the City of Holly Springs Stream Buffer Ordinance and the City of Holly Springs Zoning Ordinance.
20. Developer shall explore the option of directing the stormwater overflow to the new existing drainage system on Palm Street, subject to all local, state, and federal laws with the approval of the City Engineer.

21. All utilities servicing the residences within the proposed community shall be located underground.
22. Developer shall explore a second entrance through Haygood Drive, and shall at a minimum, provide an emergency access via Haygood Drive.
23. Per offer of the developer, a contribution of \$250,000 shall be deposited with the City of Holly Springs towards the Realignment and Improvements of Palm Street. Said contributions shall be made prior to recordation of the final plat.
24. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$471 per unit constructed and such fee shall be paid prior to the issuance of each building permit.
25. A privacy fence, 6-8 feet in height, shall be installed along the common property line between the development and parcel 15N15A 114.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

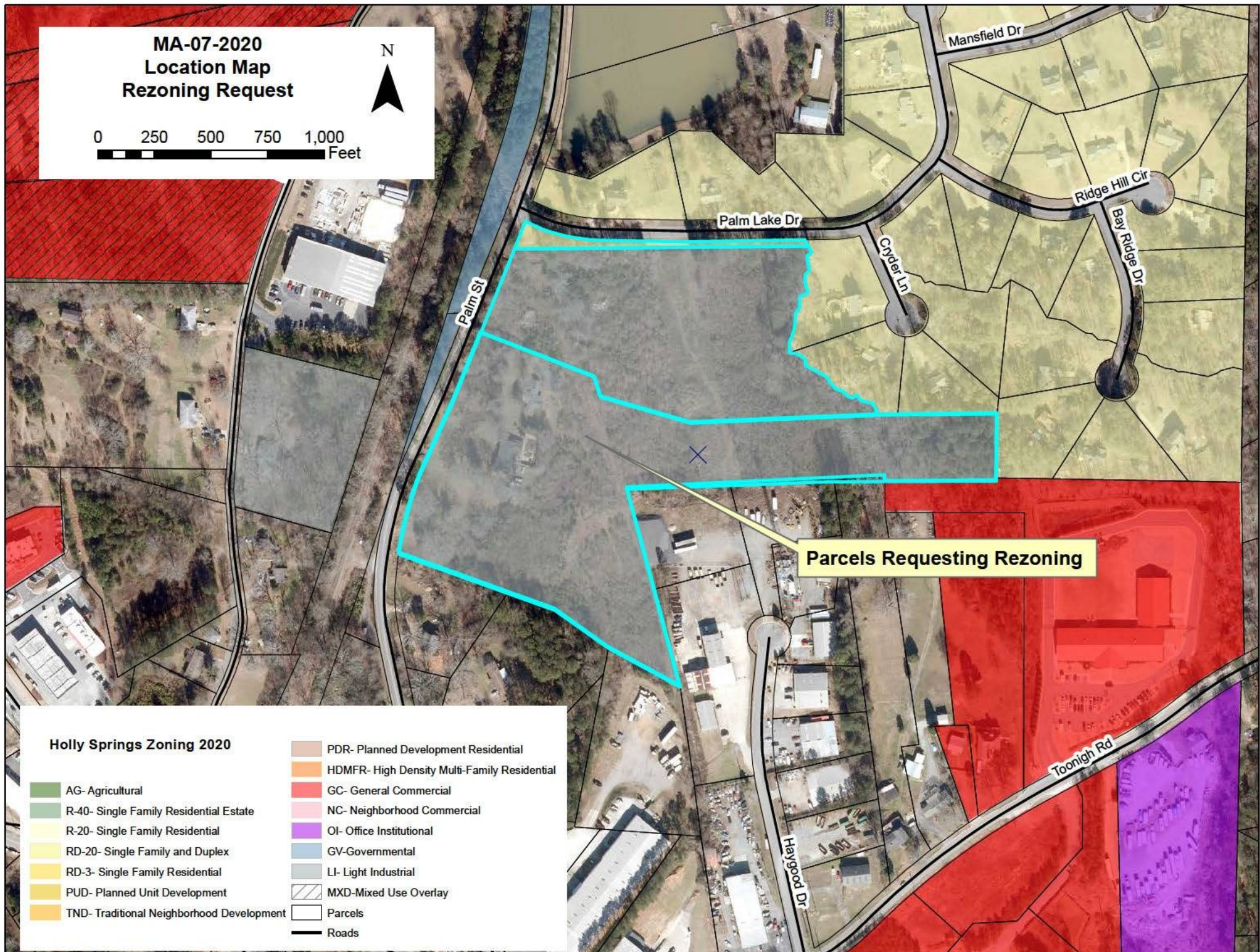
Denial

ATTACHMENTS

Application
Location Map

**MA-07-2020
Location Map
Rezoning Request**

0 250 500 750 1,000 Feet



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

Parcels Requesting Rezoning



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- 07-2020
October 8, 2020

HEARING DATE November 16, 2020

APPLICANT Manor Restorations, LLC

ADDRESS 4763 Township Chase

Marietta, Georgia

ZIP CODE 30066 PHONE _____

EMAIL jballi@tedecisions.com or rhosack@tedecisions.com

SIGNATURE [Signature]

By: Rob Hosack, Representative for Applicant

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

APPLICATION CUP- _____

DATE OF APPLICATION September 3, 2020

WCP Group LLC, Roach Properties, LLC

OWNER and Graham and Huff Properties, LLC
(If other than applicant)

ADDRESS 527 River Estates Pkwy

Canton, Georgia

ZIP CODE 30115 PHONE _____

SIGNATURE See attached Exhibit "A" for signatures.

PRESENT ZONING DISTRICT(S) LI and R-20

REQUESTED ZONING DISTRICT TND

REQUESTED CONDITIONAL USE(S) None.

PROPERTY LOCATION/ADDRESS 1903 and 1991 Palm Street
15N15 095

MAP NUMBER 15N15 094 15N15A 082 A

PARCEL NUMBER(S) 15-0592-0002
15-0633-0025 15-0592-0010

LAND LOT(S) 592, 593, 633 and 632

DISTRICT(S) 15 SECTION(S) 2nd

ACREAGE 15.72 SEWAGE DISPOSAL TYPE Sewer UTILITIES AVAILABLE Yes

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: This
will be a single family community with detached homes. The request is for a Map Amendment
from LI and R-20 to TND.

(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 _____

September 3, 2020

VIA HAND DELIVERY

Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Re: Map Amendment Application of Manor Restorations, ±15.72 Acre Tract, 1903 and 1999 Palm Street, City of Holly Springs, Georgia ("Project Site").

Dear Nancy:

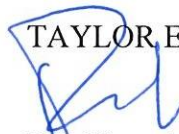
Enclosed please find a Map Application for Manor Restorations, LLC. As you are aware, Manor Restorations proposes rezoning several tracts of land on Palm Street from LI and R-20 to TND for a residential development. In that regard, I look forward to working with you as this Application proceeds through the review process and to public hearings.

That said, I have enclosed the completed Application with a check in the amount of \$820.00 for the filing fee and including the following:

1. City of Holly Springs Application pages with required signatures, disclosures and information.
2. Ten (10) copies of the Site Plan with the survey drawn to scale and one (1) 8 ½" x 11" copy of showing the entire Project Site.
3. Legal description of the entire Site.
4. Miscellaneous documents consistent with Holly Springs's filing requirements. (Deed showing the Owner (who also signed application) is the record titleholder of the entire Project Site, preservation of appeal, etc.)

Once the Application has been initially reviewed, I look forward to working with you and your Staff to discuss the Project and provide any response to questions or comments. In the interim, please do not hesitate to call should you or your Staff have any questions or need any additional documentation or information.

Sincerely,



TAYLOR ENGLISH DECISIONS, LLC

Rob Hosack
rhosack@tedecisions.com
James Balli
jballi@tedecisions.com

APPLICATION INFORMATION
APPLICANT – MANOR RESTORATIONS, LLC

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

Applicant contends that zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. The proposed high quality, single family townhomes provide a more suitable transition land use transition from the Summit Stair Works operation along E. Rope Mill Road and the vacant Light Industrially zoned property on west side of Palm Street easterly to the residences along Palm Lake Drive, Cryder Lane and Bay Ridge Drive, as well as a more suitable land use transition from industrial uses along Haygood Drive northerly to said residences.

- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?*

Applicant contends that zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property. Applicant contends that the proposal is downzoning that will provide for a more compatible land use to the residences along Palm Lake Drive, Cryder Lane and Bay Ridge Drive. With proper self-imposed restrictions, applicant's proposal will not adversely affect the industrial uses along Haygood Drive, adjacent to the south.

- (3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?*

Applicant contends that property's current zoning designation does not have a reasonable economic use as currently zoned given its configuration and immediate adjacency to single family residential uses.

- (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?*

Applicant contends that the proposal will not 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 applicant intends to comply with all city and county development requirement related to project improvements to offset any impacts related to development. Applicant will also comply with recommendations from Cherokee County School District Rezoning Impact Report and will attempt to mitigate as much of the impact of proposed development as possible.

- (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)?*

Given the site's immediate adjacency to industrial and single family residential uses, applicant contends that proposal would establish a use consistent with a Traditional Neighborhood

Future Development/Character areas designation, which provides for an ideal transition between adjacent Parkway Corridor (westerly), Employment (southerly) and Suburban Neighborhood (easterly) designations.

- (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?*

Applicant contends that zoning proposal is in conformity with a number of policies, objectives and visions set forth by the Community Agenda (Comprehensive Plan) as follows:

- 8.1 Land Use. Proposal steers residential growth to a suitable location, enhances smart growth principles, eliminates incompatibility and establishes efficient land use.
- 8.2 Housing. Proposal provides for improved housing options as well as ensuring future housing and property standards codes with guaranteed maintenance and upkeep.
- 8.4 Natural Resources. Proposal provides for improved natural resource management, establishes innovative land practices, minimizes water quality impacts and implements best management practices.
- 8.6 Urban Design. Proposal provides for improved pedestrian facilities, streetscape improvements and connectivity of open space.
- 8.7 Community Services and Facilities. Proposal will provide for coordination with local police, fire and emergency service providers.
- 9.2 Traditional Neighborhoods. Proposal facilitates pedestrian activity and preserves the integrity of the existing neighborhood to the east (Palm Lake Drive, Cryder Lane and Bay Ridge Drive) by restricting access to Palm Lake Drive and providing for landscape buffers and fencing.

- (7) *Whether an impact is expected on the environment, including, but not limited to, rainage, soil erosion and sedimentation, flooding, air quality and water quality and quantity?*

Applicant contends that no impact is anticipated on the environment. There is no flood plain identified on the property per the Cherokee County GIS data. Applicant has properly identified an on-site detention areas to minimize any flooding potential and to properly prevent soil erosion and sedimentation.

- (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?*

Applicant contends that the city's household characteristics, household income, housing tenure and value, age of housing, historical permit activity and recent additions to the city's residential base give supporting grounds for approval of the zoning proposal.

Complete the following section, if applicable.

Residential

Minimum house size: 1,500 sq. ft.

Exterior façade: Brick, Stone or Cement style siding

Maximum number of units: 132

Anticipated start date: Spring 2021

Anticipated completion date: Estimate Fall 2022 - Spring 2023

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

9-3-20
DATE

Rob Hosack
~~XXXXXXXXXXXXXXXXXXXX~~
Representative's Name Printed

[Signature]
~~XXXXXXXXXXXXXXXXXXXX~~
Representative's Signature

[Signature]
NOTARY

Seal:



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

8/29/2020
DATE

Manor Restorations, LLC
APPLICANT NAME PRINTED

[Signature]
APPLICANT SIGNATURE

[Signature]
NOTARY

By: Bernie Smith
Its: Manager

Seal:



**EXHIBIT "A" - ATTACHMENT TO MAP AMENDMENT (REZONING) AND
CONDITIONAL USE PERMIT APPLICATION**

Application No.: MA-_____ (2020)
CUP - _____ (2020)

Hearing Dates: October 8, 2020
November 16, 2020

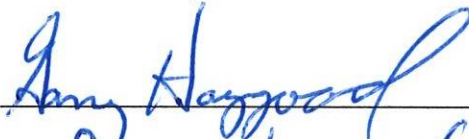
Applicant: Manor Restorations, LLC

Titleholders: WCP Group, LLC
Roach Properties, LLC
Graham and Huff Properties, LLC

TINs: 15N15 094
15N15 095
15N15A 082 A

PINs: 15-0633-0025
15-0592-0002
15-0592-0010

WCP GROUP, LLC



By: Garry Haygood

Its: Mgr.

Date Executed: 8-14-2020

Signed, sealed, and delivered in the presence of:



Notary Public

Commission Expires: 9/13/2023



**EXHIBIT "A" - ATTACHMENT TO MAP AMENDMENT (REZONING) AND
CONDITIONAL USE PERMIT APPLICATION**

Application No.: MA-_____ (2020)
CUP - _____ (2020)

Hearing Dates: October 8, 2020
November 16, 2020

Applicant: Manor Restorations, LLC

Titleholders: WCP Group, LLC
Roach Properties, LLC
Graham and Huff Properties, LLC

TINs: 15N15 094
15N15 095
15N15A 082 A

PINs: 15-0633-0025
15-0592-0002
15-0592-0010

**GRAHAM AND HUFF
PROPERTIES, LLC**

James Michael Huffstetter
By: James Michael Huffstetter

Its: Owner

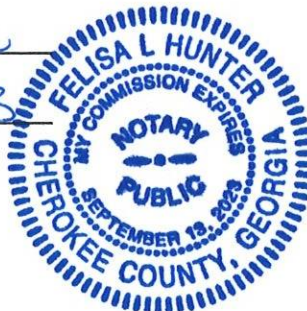
Date Executed: 8/14/2020

Signed, sealed, and delivered in the presence of:

Felisa L Hunter

Notary Public

Commission Expires: 9/13/2023



**EXHIBIT "A" - ATTACHMENT TO MAP AMENDMENT (REZONING) AND
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Application No.: MA-_____ (2020)
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TINs: 15N15 094
15N15 095
15N15A 082 A

PINs: 15-0633-0025
15-0592-0002
15-0592-0010

ROACH PROPERTIES, LLC


By: Bryan Roach

Its: owner

Date Executed: 8-13-2020

Signed, sealed, and delivered in the presence of:



Notary Public

Commission Expires: 9/13/2023



September 3, 2020

Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Re: Map Amendment Application of Manor Restorations, ±15.72 Acre Tract, 1903 and 1999 Palm Street, City of Holly Springs, Georgia ("Project Site").

Dear Nancy:

As you are aware, I represent the Applicant Manor Restorations, LLC with regard to a proposed Map Amendment for property located at 1903 and 1991 Palm Street. This letter is to certify that a neighborhood public information meeting was conducted for the Project Site on Monday, August 31, 2020. The meeting began at 6:30 p.m. and continued until approximately 8:00 p.m. at the Cherokee – BridgeMill Fire Station Community Room located at 9550 Bells Ferry Road, Canton, Georgia 30114. I have enclosed a list of all attendees at the meeting as well as all comment cards submitted. Additionally, I have enclosed a copy of the informational packet provided to all attendees. The following is a summary of concerns and questions the area residents had:

- Traffic on Palm Street is very congested. Developer should widen the entire road (not just along frontage) if the project were approved.
- Is there a way for the project to somehow gain access to the existing signalized intersection nearby?
- Project related improvements should be coordinated with City and County infrastructure projects in this area.
- Is there a way for the project to access Toonigh Road?
- Predominant residential development north of Site is larger lots. City and County established such to block townhomes on this property?
- Residential could be a good alternative to existing Light Industrial zoning if density were reduced.
- Construction hours should be limited more than what was included in letter and informational handout.
- Condition of bridge along Palm Street, north of proposed Site is deteriorating.
- Does restriction of access to Palm Street or Palm Lane (per 2006 zoning stipulations for LI) also apply to residential use as proposed?
- Property owners adjacent to the most easterly proposed homes will be impacted the most; extra screening should be provided or those lots eliminated from plan.
- Proposed detention pond will need to be fenced and screened.
- Prices of proposed homes should be increased to greater than \$300,000.
- Reduce size of detention pond.

Nancy Moon, Community Development Director
City of Holly Springs
September 3, 2020
Page 2

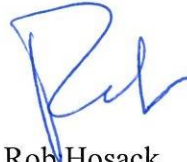
- Traffic study is needed; any study should account for or be adjusted to reflect lighter traffic in COVID-19 environment.

Please know that Manor Restorations is committed to addressing the traffic concerns expressed at the meeting by constructing any project related improvement recommended or required by the city. We are certainly open to adjusting our construction hours, revising our plans to provide for better screening and view shed protection to affected neighbors and constructing a detention pond that meets city requirements as well as providing adequate screening and security.

Thank you for your time and assistance.

Sincerely,

TAYLOR ENGLISH DECISIONS, LLC



Rob Hosack
rhosack@tedecisions.com
James A. Balli
jballi@tedecisions.com

PUBLIC INPUT MEETING
August 31, 2020

INFORMATIONAL HANDOUT/FAQ'S
Manor Restorations, LLC, Applicant
1903 and 1999 Palm Street
Holly Springs, Georgia

When will construction begin?

Spring 2021.

Who will be the developer?

David Pearson Communities/Manor Restorations.

Who will be the builder?

Currently negotiating with a number of builders, including Davidson Homes.

Will there be a Homeowners Association established?

Yes.

Will there be a limitation on the number of homes/townhomes that can be rented?

Yes.

Will there be restrictive covenants established for limitation on rental, maintenance of common areas, etc.?

Yes.

Will there be amenities for the project and what type?

Passive Walking Trails, Community Fire Pits, etc.

Will the roads and infrastructure be public or private?

Infrastructure will be public and dedicated to Cherokee County.

Will any of the amenities be lighted?

Security Lights only, no active amenity areas planned that would require lighting.

Will the homes/townhomes have 2 car garages?

Yes.

Will guest parking be limited or provided?

Guest Parking will be provided to eliminate potential for on street parking.

Who will provide water service?

Cherokee Co. Water and Sewer Authority.

Will this project be on public sewer or septic tank?

Project will connect to public sewer.

Who will provide electric service?

Cobb EMC or Georgia Power.

Who will provide natural gas service?

Ga. Natural Gas thru various providers.

Who will provide telecommunication service?

Various providers.

Are there any wetlands or floodplain on the property?

No.

Are there any buffers being provided to adjacent property owners?

Yes, in accordance with City buffer standards to include security fencing.

Will there be above ground or underground detention provided?

Above ground.

Will above ground detention pond be fenced and landscaped?

Both will be provided.

Will there be any retaining walls constructed?

None planned at this time.

Will there be sidewalks installed inside of the development?

Yes.

Will sidewalks be constructed along the exterior roadways?

As required by the City.

Will landscaping be installed along the exterior roadways?

Yes, Evergreen as well as seasonal color will be planned.

Will a ground-based, monument type entrance sign be installed?

Yes.

Will street lights be installed inside of the development?

Yes.

Will street lights be installed along the exterior roadways?

As required by the City.

Will there be acceleration/deceleration lanes installed as part of the development?

Yes, as determined by City and County Staff.

What are the price points of the homes/townhomes being constructed?

\$300,000 and up.

What are the architectural styles and building materials being proposed?

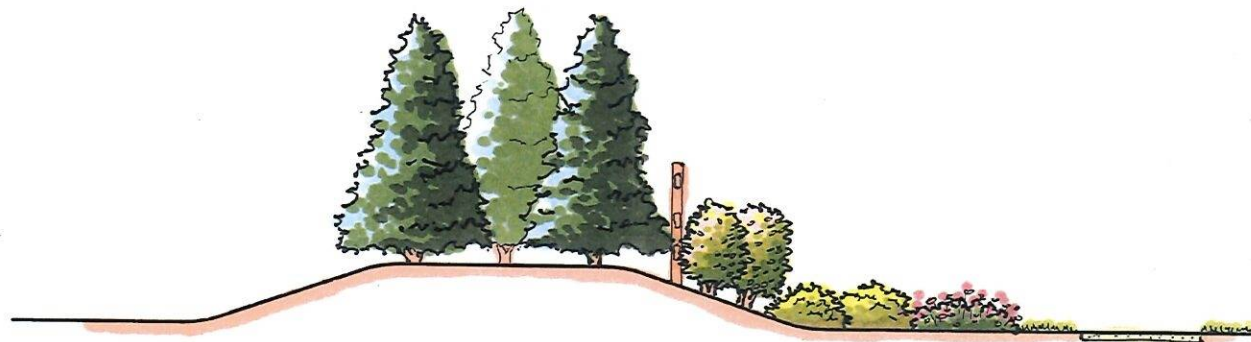
Elevations are attached.

Will construction hours be limited?

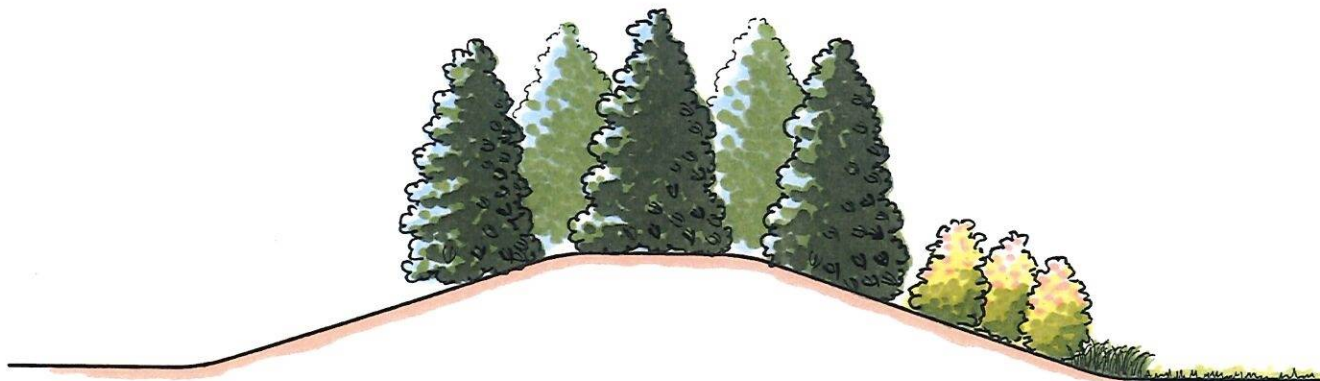
Per City regulations, construction activity will be limited between the hours of 7:00 am to 9:00 pm, Monday through Friday and 9:00 am to 9:00 pm on Saturdays.

Will there be construction on Sundays?

No construction activity will occur on Sundays.



ALONG RIGHT OF WAY



ADJACENT TO EXTERIOR PL

EXAMPLES OF PROPOSED HOMES











PLEASE SIGN IN

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

BridgeMill Fire Station Community Room – 9550 Bells Ferry Road, Canton, GA 30114

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
GERARD ALLSTADT	121 PALM LAKE DR	678-229-1614	
Diana Allstadt	" "	" "	
David Clack	113 Palm Lake DR	770-866-1452	
Jack Robbins	208 Cayden Ln		
Ryan Smith	204 Cayden Ln		
Steven Reiford	109 Palm Lake Dr	404-4058899	
Steve & Dee Wisenart	1139 PALM ST	770 401 5812	
Gary Goff	113 Bay Ridge Dr	678-468-4221	
TERRY JOE Nichols	505 MANSFIELD DR	770-575-1484	
Tommy Croft	471 Toonigh Rd		
Jerome Ince	1881 Palm		
Phillip Bell	1690 Palm Street	678 298 6336	

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC
August 31, 2020

Name: TERRY J. NICHOLS

Address: 505 MANSFIELD DR

Comments: TO MANY HOUSES PER ACRE
THIS WILL ADD TO MANY MORE CARS
TO AN ALREADY BAD TRAFFIC PROBLEM!
~~RIGHT REQUEST~~

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

Name: Steven + Elena Raiford

Address: 109 Palm Lake Dr

Comments: Putting 132 new
houses will add more then
200 cars on Palm Street
There is a huge issue
with getting off Palm St.
already onto Hwy 5,
We just can't add more
traffic in existing condition
Plus, narrow bridge is
huge hazard to increased
traffic. Needs to be
addressed. Must to be
addressed.

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

Name: Dee Wisehart

Address: 113A Palm St Canton, GA 30115

Comments: _____

TRAFFIC, TRAFFIC, TRAFFIC
NO light AT Palm St & Hwy 5
on the South entrance.

A light is needed to access
Hwy 5. TRAFFIC Study
is necessary.

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

Name: Dianna Allstart

Address: 121 Palm Lake Dr.

Comments: Too many homes

How will you handle the
extra traffic flow? Awful
problem already trying to
make a left onto Hwy 5.

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

Name: LINDA ROBBINS

Address: 208 Cryder

Comments: _____

Delete town homes (6)
behind 208 property —
that is 6 units on $\frac{1}{3}$ Acre
directly facing my living Room.
these homes ARE far removed
from the Rest of the complex.
plus basically Its a one way in
drive going back there —

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

Name: Ryan Smith

Address: 204 Cryder Lane

Comments: _____

Elimination of min. 5 houses
directly behind my house and
then the 7 running perpendicular
to them. Total of 12 behind
my house. Then the road is
6 houses behind Lindas house.
More distance for buffers. Smaller
detention Pond. Higher Priced homes
than the \$300 K. Less houses
per acre. No 2 stories facing
bordering properties. Major road
improvements / changes. Traffic light
required if any new houses are built.

PUBLIC COMMENT

PUBLIC INPUT MEETING FOR MANOR RESTORATIONS, LLC

August 31, 2020

Name: David Clack

Address: 113 Palm Lake Dr.

Comments: The development proposed
has a entrance/exit on
Palm St. This is untenable due
to intersection due to the
additional traffic it will cause
on palm st. and the intersection
of palm st & hwy 5. This is
not only a problem for current
residents in the area but
also would be a disservice
to the ~~new~~ proposed new residents

An Acceleration/Deceleration
would not be helpful as it →

doesn't solve the issue of
the intersection.

August 25, 2020

VIA REGULAR MAIL

Nancy Moon, Community Development Directory
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Re: Map Amendment Application of Manor Restorations, ±15.72 Acre Tract, 1903 and
1999 Palm Street, City of Holly Springs, Georgia ("Project Site").

Dear Nancy:

Pursuant to Section 14.5-9 of the City of Holly Springs Ordinance, I am enclosing a copy of the notification letter that has been mailed to all property owners within 1,000 feet of the Project Site. I am also enclosing the original Certificate of Mailing from the United States Postal Service confirming said notices were placed in the United States Mail with proper postage attached thereto. If you need any further information regarding the notification mailing, please contact my office. Thank you for your time and assistance.

Sincerely,

TAYLOR ENGLISH DECISIONS, LLC



James A. Balli
jballi@tedecisions.com

cc: Manor Restorations, LLC

August 19, 2020

VIA REGULAR MAIL

Neighbor and Area Resident
City of Holly Springs, Cherokee County, Georgia

Re: Application for Rezoning of Manor Restorations, LLC ("Applicant"), City of
Holly Springs, 1903 and 1999 Palm Street

Dear Neighbor:

My name is Rob Hosack and I am a land use consultant. My associate, Mr. James Balli and I are assisting Manor Restorations, LLC with a rezoning application to the City of Holly Springs. Manor Restorations, LLC is the applicant for this application and is seeking a rezoning from the existing zoning of LI (Light Industrial) to TND (Traditional Neighborhood Development). The address for Manor Restorations, LLC is 4763 Township Trace, Marietta, Georgia 30066. Our application proposes the development of one-hundred and thirty-two (132) for sale, two story townhomes priced at \$300,000 and up on the property known as 1903 and 1999 Palm Street. The minimum square footage of the townhomes will be 1,814 square feet. An artist's rendering of the high quality townhomes we plan for the project is attached to this letter. All townhomes will have two car garages and guest parking spaces will be provided to eliminate potential on street parking within the community. A copy of the site plan we submitted with the rezoning is also attached to this letter for your convenient reference.

If the rezoning application is approved, we expect construction to begin in the spring of 2021. Construction activity will be limited between the hours of 7:00 am to 9:00 pm, Monday through Friday and 9:00 am to 9:00 pm on Saturdays. No construction activity will occur on Sundays. We are committed to establishing a homeowners' association, with restrictive covenants to ensure maintenance of landscaping and common areas that will preserve quality and property values throughout the life of the project. Streetlights and sidewalks are planned within the proposed community, as well as Palm Street, if required. We are not proposing any access to Palm Lake Drive. We are also proposing a ground based, monument type sign to complement detailed landscape plantings along Palm Street, Palm Lake Drive and the roadways within the proposed community that will also be maintained by the homeowners association. We are committed to providing landscape buffers and privacy fences to adjacent property owners, as well as installing landscape buffers and security fences around a detention pond required to protect adjacent property owners from increased runoff/stormwater. If required by the City of Holly Springs, we are also prepared to install acceleration and deceleration lanes along Palm Street to improve traffic flow.

We believe that for sale townhomes we propose as part of this application are much more beneficial to a majority of adjoining property owners than potential industrial uses that would be allowed under the current LI zoning (including but not limited to Auto Repair Establishments, Auto Service Establishments, Boat Sales Facility and Storage, Bottled Gas, Storage and

Neighbor and Area Resident
August 19, 2020
Page 2

Distribution Facilities, Manufactured Home Sales, Manufacturing, Processing or Assembly Operations, Surface Transportation Terminals and Tire Sales/Retreading and Capping Establishment) .

We are looking forward to sharing this information with you during an upcoming public informational meeting on Monday, August 31, 2020 at the Bridgemill Fire Station 22, located at 9550 Bells Ferry Road, Canton, Georgia 30114. The meeting is scheduled from 7:00 pm to 8:30 pm.

Mr. Balli and I are happy to answer any questions you may have about the application and the quality single-family residential development that we propose as part of it. Please feel free to contact us by phone or email if you would like to discuss questions or concerns that you may have. Our contact information is as follows:

- Rob Hosack-770.235.5662 (cell) - rhosack@tedecisions.com (email)
- James Balli-404.975.8176 (cell) - jballi@tedecisions.com (email)

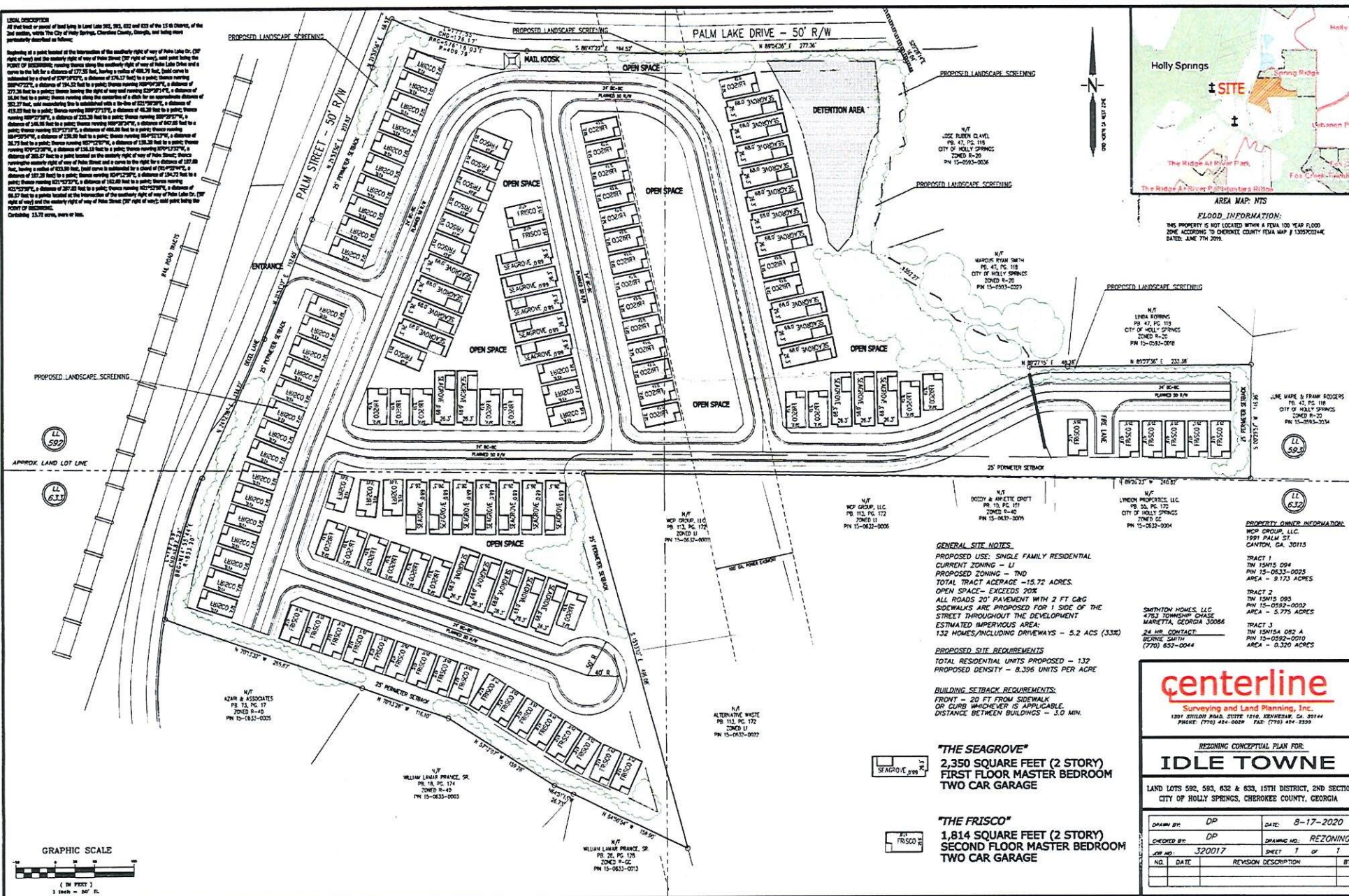
Thank you for your time and consideration.

Sincerely,

TAYLOR ENGLISH DECISIONS, LLC

A handwritten signature in black ink, appearing to read 'Rob Hosack', written over a horizontal line.

Rob Hosack
rhosack@tedecisions.com
James A. Balli
jballi@tedecisions.com

[illegible]

AREA MAP: NTS
FLOOD INFORMATION:
THIS PROPERTY IS NOT LOCATED WITHIN A FEMA 100 YEAR FLOOD
ZONE ACCORDING TO CHEROKEE COUNTY FEMA MAP # 13057C0224E
DATED: JUNE 27TH 2019.

PROPOSED LANDSCAPE SCREENING

N/E
LINDA BROWN
PM 47 PG 118
CITY OF HOLLY SPRINGS
ZONED R-20
PW 12-0292-0018

N 807TH ST | 223.36'

2V ACRES
PLANNED TO R/W

CITY OF HOLLY SPRINGS
ZONED R-20
PM 15-1964-2034

LINE SHAPES & FRANK ROGERS
PM 47 PG 118
CITY OF HOLLY SPRINGS
ZONED R-20
PM 15-1964-2034

171 15500 211 15500 211 15500 211 15500 211 15500
 30' 15' 30' 15' 30' 15' 30' 15'
 240.87
 N
 EDEN POND, LLC
 300 N. PG. 172
 CITY OF HOLLY SPRINGS
 ZONED C-2
 PIN 15-0832-0004
 11
 6-32
PROPERTY OWNER INFORMATION:
 WOOD GROUP, LLC
 1591 PALM ST.
 GAITHER, GA 30115
 TRACT 1
 TIN 15H15 094
 PIN 15-0833-0025
 AREA = 8.713 ACRES
 TRACT 2
 TIN 15H15 095
 PIN 15-0832-0032
 AREA = 5.775 ACRES
 SUTTON HOMES, LLC
 4763 TOWNSHIP CHASE
 MARLETTA, GEORGIA 30086
 24 HR. CONTACT
 BERNIE SMITH
 770.901.0084
 PIN 15-0832-0010
 AREA = 0.700 ACRES

centerline
Surveying and Land Planning, Inc.
1301 STILWELL ROAD, SUITE 1210, KENNESAW, GA 30144
PHONE: (770) 424-0028 FAX: (770) 424-2350

<u>REZONING CONCEPTUAL PLAN FOR</u> IDLE TOWNE																					
LAND LOTS 582, 583, 632 & 633, 15TH DISTRICT, 2ND SECTION CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA																					
DRAWN BY: DP CHECKED BY: DP JOB NO.: 320017	DATE: 8-17-2020 DRAWING NO.: REZONING SHEET 1 OF 1																				
<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	REVISION	DESCRIPTION	BY																
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Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

AFTER RECORDING RETURN TO
Sellers & Warren, P.C.
115 Woodland Way, Suite 100
Canton, GA 30114
File 19MISC1453

Clerk, Please Cross Reference at Deed Book
14213, Page 1512 14256, Page 2290, Deed Book
14256, Page 1772 and Deed Book 144424, Page
79, Cherokee County Georgia
Deed Records

WARRANTY DEED
DEED PREPARATION ONLY
ATTORNEY HAS NOT EXAMINED AND DOES NOT CERTIFY TITLE

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE is made as of the 31 day of December 2019 by and between **H&R ENTERPRISES, LLC** of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Roach Properties, LLC, a Georgia limited liability company and Graham and Huff Properties, LLC, a Georgia Limited Liability Company**, as party of or parties of the second part, hereinafter called "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, **Roach Properties, LLC and Graham and Huff Properties, LLC** a one third (1/3) interest each in and to the following described real property:

ALL SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE THERETO.

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

UPON EXECUTION AND RECORDING OF THIS DOCUMENT, OWNERSHIP IN THE PROPERTY DESCRIBED AT "EXHIBIT "A" attached hereto will be as follows:

One Third (1/3) Interest-
One Third (1/3) Interest
One Third (1/3) Interest

- WCP Group, LLC
-Roach Properties, LLC
- Graham and Huff Properties, LLC

Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

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.

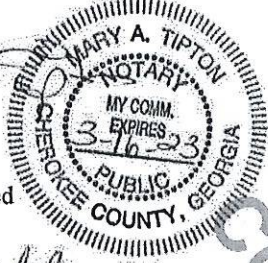
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, Sealed and Delivered

In the Presence of:

Doris H. Kunkel
Unofficial Witness

Mary A. Tipton
Notary Public



GRANTOR:

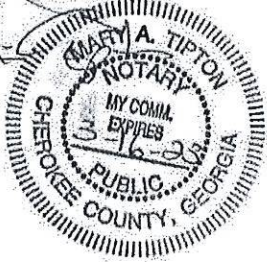
James Michael Hufstetler
JAMES MICHAEL HUFSTETLER
Member/Manager
H&R ENTERPRISES, LLC
A Georgia Limited Liability Company

Signed, Sealed and Delivered

In the Presence of:

Doris H. Kunkel
Unofficial Witness

Mary A. Tipton
Notary Public



GRANTOR:

Michael Bryan Roach
MICHAEL BRYAN ROACH
Member/Manager
H&R ENTERPRISES, LLC
A Georgia Limited Liability Company

Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

EXHIBIT "A"

TRACT ONE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 592, 593, AND 633, 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA CONTAINING 5.64 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PALM STREET (60 FOOT R/W) WITH THE SOUTHERLY RIGHT OF WAY OF PALM LAKE DRIVE (50 FOOT R/W); THENCE PROCEED SOUTH 24 DEGREES, 35 MINUTES, 58 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY OF PALM STREET A DISTANCE OF 71.21 FEET TO AN IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING THENCE LEAVE THE EASTERLY RIGHT OF WAY OF PALM STREET AND PROCEED NORTH 89 DEGREES, 27 MINUTES, 10 SECONDS EAST A DISTANCE OF 671.02 FEET TO AN IRON PIN LOCATED IN THE CENTER OF A CREEK; THENCE PROCEED IN A GENERALLY SOUTHERLY DIRECTION ALONG THE CENTERLINE OF SAID CREEK AND FOLLOWING THE MEANDERINGS THEREOF, THE CENTERLINE OF SAID CREEK BEING THE PROPERTY LINE, A DISTANCE OF 521.18 FEET TO AN IRON PIN; THENCE LEAVE THE CENTERLINE OF SAID CREEK AND PROCEED SOUTH 88 DEGREES, 32 MINUTES, 14 SECONDS WEST A DISTANCE OF 163.98 FEET TO A POINT; THENCE PROCEED SOUTH 87 DEGREES, 22 MINUTES, 41 SECONDS WEST A DISTANCE OF 150.00 FEET TO A POINT; THENCE PROCEED NORTH 85 DEGREES, 55 MINUTES, 43 SECONDS WEST A DISTANCE OF 139.74 FEET TO A POINT; THENCE PROCEED NORTH 75 DEGREES, 21 MINUTES, 13 SECONDS WEST A DISTANCE OF 198.39 FEET TO A POINT; THENCE PROCEED NORTH 03 DEGREES, 25 MINUTES, 39 SECONDS EAST A DISTANCE OF 42.47 FEET TO A POINT; THENCE PROCEED NORTH 67 DEGREES, 41 MINUTES, 13 SECONDS WEST A DISTANCE OF 284.80 FEET TO AN IRON PIN LOCATED ON THE EASTERLY RIGHT OF WAY OF PALM STREET; THENCE PROCEED NORTH 23 DEGREES, 12 MINUTES, 24 SECONDS EAST A DISTANCE OF 194.52 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 ACCORDING TO PLAT OF SURVEY PREPARED BY D & S LAND SURVEYING, INC. FOR NORMA MCELHENNEY, REBECCA MCELHENNEY AND GLORIA JANE SMITH DATED APRIL 21, 2006 AS LAST REVISED APRIL 26, 2006 WHICH PLAT IS HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

AND

TRACT TWO:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 592, 593, AND 633, 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA CONTAINING 9.76 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PALM STREET (60 FOOT R/W) WITH THE SOUTHERLY RIGHT OF WAY OF PALM LAKE DRIVE (50 FOOT R/W); THENCE PROCEED SOUTH 24 DEGREES, 35 MINUTES, 58 SECONDS WEST ALONG THE EASTERLY

Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

RIGHT OF WAY OF PALM STREET A DISTANCE OF 71.21 FEET TO AN IRON PIN; THENCE CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF PALM STREET SOUTH 23 DEGREES, 12 MINUTES, 24 SECONDS WEST A DISTANCE OF 194.52 FEET TO AN IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING THENCE LEAVE THE EASTERLY RIGHT OF WAY OF PALM STREET AND PROCEED SOUTH 67 DEGREES, 41 MINUTES, 13 SECONDS EAST A DISTANCE OF 284.80 FEET TO A POINT; THENCE PROCEED SOUTH 03 DEGREES, 25 MINUTES, 39 SECONDS WEST A DISTANCE OF 42.47 FEET TO A POINT; THENCE PROCEED SOUTH 75 DEGREES, 21 MINUTES, 13 SECONDS EAST A DISTANCE OF 198.39 FEET TO A POINT; THENCE PROCEED SOUTH 85 DEGREES, 55 MINUTES, 43 SECONDS EAST A DISTANCE OF 139.74 FEET TO A POINT; THENCE PROCEED NORTH 87 DEGREES, 22 MINUTES, 41 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT; THENCE PROCEED NORTH 88 DEGREES, 32 MINUTES, 14 SECONDS EAST A DISTANCE OF 163.98 FEET TO A POINT LOCATED IN THE CENTERLINE OF A CREEK; THENCE PROCEED NORTH 89 DEGREES, 20 MINUTES, 54 SECONDS EAST A DISTANCE OF 282.24 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 00 DEGREES, 33 MINUTES, 04 SECONDS WEST A DISTANCE OF 151.00 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 89 DEGREES, 40 MINUTES, 01 SECOND WEST A DISTANCE OF 387.18 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 87 DEGREES, 54 MINUTES, 46 SECONDS WEST A DISTANCE OF 461.84 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 15 DEGREES, 03 MINUTES, 08 SECONDS EAST A DISTANCE OF 471.26 FEET TO AN IRON PIN; THENCE PROCEED NORTH 62 DEGREES, 07 MINUTES, 08 SECONDS WEST A DISTANCE OF 100.63 FEET TO AN IRON PIN; THENCE PROCEED NORTH 61 DEGREES, 52 MINUTES, 35 SECONDS WEST A DISTANCE OF 38.89 FEET TO AN IRON PIN; THENCE PROCEED NORTH 62 DEGREES, 21 MINUTES, 53 SECONDS WEST A DISTANCE OF 49.40 FEET TO AN IRON PIN; THENCE PROCEED NORTH 61 DEGREES, 51 MINUTES, 32 SECONDS WEST A DISTANCE OF 45.20 FEET TO AN IRON PIN; THENCE PROCEED NORTH 68 DEGREES, 52 MINUTES, 58 SECONDS WEST A DISTANCE OF 477.90 FEET TO AN IRON PIN LOCATED ON THE EASTERLY RIGHT OF WAY OF PALM STREET; THENCE PROCEED NORTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY OF PALM STREET AND FOLLOWING THE CURVATURE THEREOF THE FOLLOWING COURSES AND DISTANCES: NORTHEASTERLY AN ARC DISTANCE OF 221.21 FEET, WHICH ARC IS SUBTENDED BY A CHORD BEARING NORTH 13 DEGREES, 47 MINUTES, 45 SECONDS EAST A DISTANCE OF 220.28 FEET TO A POINT; THENCE NORTH 23 DEGREES, 04 MINUTES, 23 SECONDS EAST A DISTANCE OF 117.01 FEET TO AN IRON PIN; THENCE NORTH 23 DEGREES, 16 MINUTES, 11 SECONDS EAST A DISTANCE OF 237.43 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS TRACT 2 ACCORDING TO PLAT OF SURVEY PREPARED BY D & S LAND SURVEYING, INC. FOR NORMA MCELHENNEY, REBECCA MCELHENNEY AND GLORIA JANE SMITH DATED APRIL 21, 2006 AS LAST REVISED APRIL 26, 2006 WHICH PLAT IS HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

AND

TRACT THREE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 592 AND 593 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN AS "OUT" PARCEL, RIPLEY & CO WITH AN AREA OF 0.32 +/- ACRE, AND SHOWN ON A PLAT RECORDED AT PLAT BOOK 48, PAGE 115, CHEROKEE

Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

COUNTY, GEORGIA RECORDS, SAID PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

AND

TRACT FOUR

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 632 and 633, 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

COMMENCING at a point formed by the intersection of the northerly right-of-way of Toonigh Road (50' R/W) and the westerly right-of-way of Haygood Drive (38' R/W), thence northerly along said right-of-way of Haygood Drive 422.47 feet to a 1/2" rebar found; thence leaving said right-of-way of Haygood Drive running South 81 degrees 05 minutes 28 seconds West a distance of 129.61 feet to a 1/2" rebar found; thence North 08 degrees 35 minutes 14 seconds West a distance of 230.68 feet to a 1" open top pipe found; thence North 15 degrees 07 minutes 06 seconds West a distance of 237.52 feet to a 1/2" rebar set; said rebar being the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, proceed North 15 degrees 07 minutes 06 seconds West a distance of 233.76 feet to a property corner found marked by a 1" crimp top pipe; thence North 87 degrees 54 minutes 57 seconds East along 217.73 feet to an iron pin set; thence South 12 degrees 19 minutes 49 seconds East a distance of 185.01 feet to an iron pin set; thence South 74 degrees 55 minutes 10 seconds West a distance of 203.12 feet to an iron pin, said iron pin being the POINT OF BEGINNING.

Said tract contains 1.00 acre as shown on that certain ALTA/ACSM Land Title Survey for Alternative Waste Solutions U.S. LLC, Hamilton State Bank, Stewart Title Guaranty Company & William E. Porter, P.C., Prepared By Jackson Land Surveying, P.C., sealed and certified by Charles H. Jackson, GRLS No. 2351, dated January 14, 2015, last revised February 23, 2015, being recorded Plat Book 113, Page 172, Cherokee County, Georgia records, which survey is incorporated herein by reference for a more particular description of the property.

AND

TRACT FIVE

ALL THAT TRACT or parcel of land lying and being in Land Lot 632, 15th District, 2nd Section, Cherokee County, Georgia and being Lot 6 of the Final Subdivision Plat of Woodstock North Business Park, Unit II and as per Plat recorded in Plat Book 24, Page 53 in the records of Cherokee County, Georgia, which Plat is incorporated herein and made a part hereof.

LESS AND EXCEPT the property conveyed to Thomas A. Ripley, Jr. described in a Warranty Deed dated January 24, 1996 recorded at Deed Book 2286, Page 228 in the records of Cherokee County, Georgia the description which Deed is incorporated herein and made a part hereof.

LESS AND EXCEPT ALL THAT TRACT or parcel of land lying and being in Land Lot 632, 15th District, 2nd Section, Cherokee County, Georgia and being "Parcel A" of 0.51 acre as shown on that Retracement Survey for TAGH, LLC prepared by Michael C. Martin, Georgia RLS No. 2149, and Martin Land Surveying, P.C., dated July 26, 2017, being attached hereto as Exhibit "A-1" and being more particularly described as follows:

Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

TO FIND THE POINT OF BEGINNING, begin at the northwest corner of Land Lot 632; thence proceed along the land lot line between Land Lot 632 and Land Lot 593 North 87 degrees, 52 minutes, 39 seconds East a distance of 217.71 feet to an iron pin; thence continue along the land lot line North 87 degrees, 51 minutes, 56 seconds East a distance of 244.18 feet to an iron pin; thence South 08 degrees, 23 minutes, 09 seconds East a distance of 119.15 feet to an iron pin and the POINT OF BEGINNING. THE POINT OF BEGINNING thus established, proceed South 06 degrees, 23 minutes, 50 seconds West a distance of 166.17 feet; thence South 78 degrees, 45 minutes, 37 seconds West a distance of 92.43 feet; thence South 32 degrees, 36 minutes, 35 seconds West a distance of 17.98 feet to a point along the cul-de-sac at the end of Haygood Drive; thence proceed West along the arc of a curve to the left, said curve having an arc length of 10.37 feet, a radius of 50.00 feet, being subtended by a chord bearing North 63 degrees, 22 minutes, 26 seconds West a chord distance of 10.35 feet; thence leaving the cul-de-sac and traveling North 08 degrees, 23 minutes, 16 seconds West a distance of 174.90 feet; thence North 82 degrees, 21 minutes, 07 seconds East for 155.00 feet to the POINT OF BEGINNING.

COPY

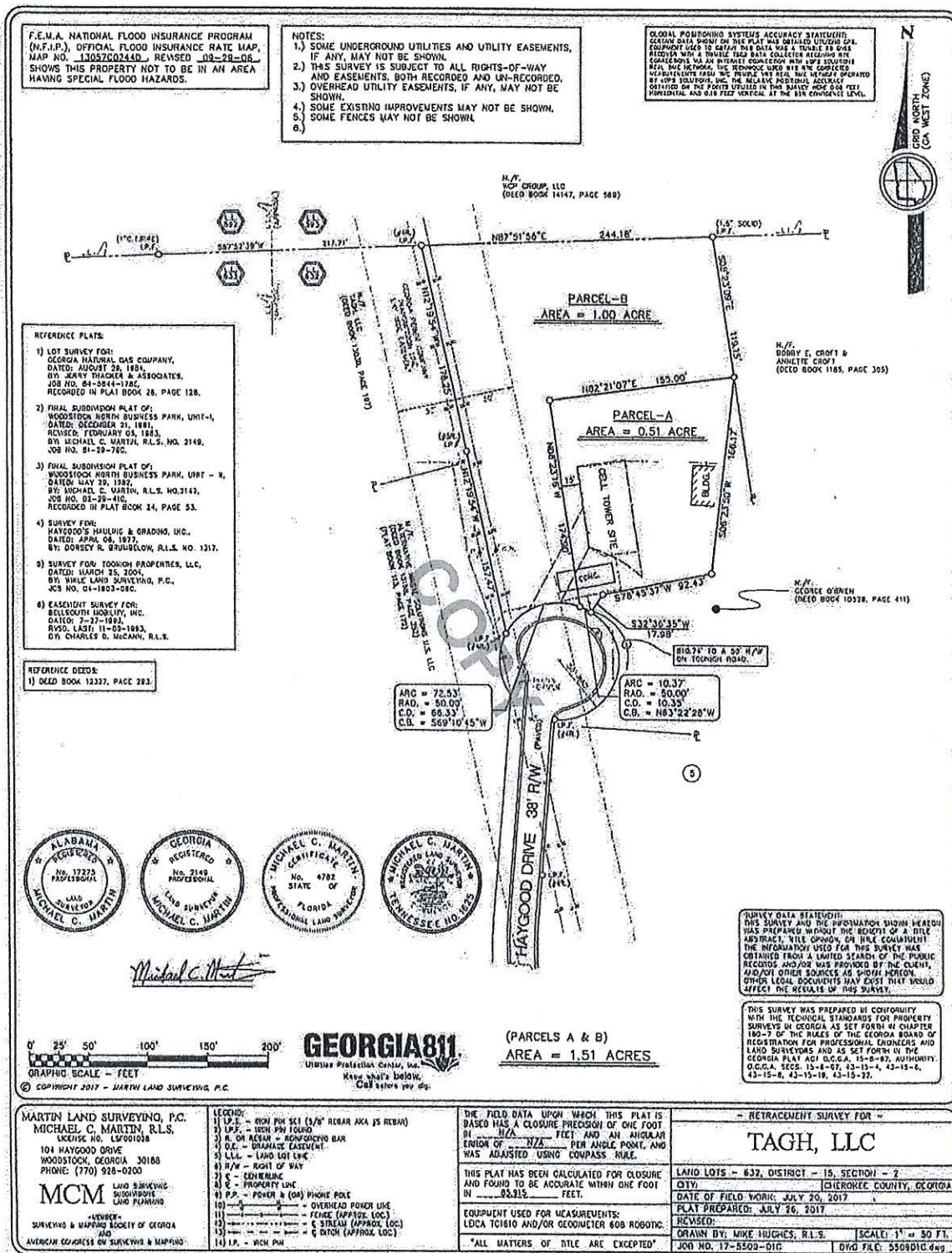
Rec: \$32.00 TRANSFER TAX \$0.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

EXHIBIT "A-1"

COPY



PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2019-014384

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME H & R Enterprises, LLC				Exempt Code If no exempt code enter NONE	Corporation to Corporation
MAILING ADDRESS (STREET & NUMBER) 527 River Estates Parkway				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 12/31/2019		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 Roach Properties, LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 527 River Estates Parkway				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)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 15N094*	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15	ACRES	LAND LOT 632, 633**	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

Graham and Huff Properties, LLC

1/3 Interest to Graham and Huff Properties, LLC

1/3 Interest to Roach Properties, LLC

*15N15 095 15N15A 082A

15N15A 063 15N15A 064

sub lot and block

Land lots 592, 593**

COPY

LEGAL DESCRIPTION

All that tract or parcel of land lying in Land Lots 592, 593, 632 and 633 of the 15 th District, of the 2nd section, within The City of Holly Springs, Cherokee County, Georgia, and being more particularly described as follows;

Beginning at a point located at the intersection of the southerly right of way of Palm Lake Dr. (50' right of way) and the easterly right of way of Palm Street (50' right of way), said point being the POINT OF BEGINNING; running thence along the southerly right of way of Palm Lake Drive and a curve to the left for a distance of 177.55 feet, having a radius of 409.79 feet, (said curve is subtended by a chord of S76°16'03"E, a distance of 176.17 feet) to a point; thence running S88°47'22"E, a distance of 194.52 feet to a point; thence running N89°04'36"E, a distance of 277.36 feet to a point;; thence leaving the right of way and running S29°28'14"E, a distance of 16.04 feet to a point; thence running along the centerline of a ditch for an approximate distance of 552.27 feet, said meandering line is established with a tie-line of S21°56'30"E, a distance of 419.03 feet to a point; thence running N89°27'15"E, a distance of 48.28 feet to a point; thence running N89°27'36"E, a distance of 233.38 feet to a point; thence running S00°29'57"W, a distance of 146.96 feet to a point; thence running N89°26'24"W, a distance of 847.05 feet to a point; thence running S15°13'10"E, a distance of 496.08 feet to a point; thence running N64°50'54"W, a distance of 159.90 feet to a point; thence running N64°51'13"W, a distance of 26.73 feet to a point; thence running N57°12'07"W, a distance of 159.28 feet to a point; thence running N70°13'28"W, a distance of 116.10 feet to a point; thence running N70°13'32"W, a distance of 265.67 feet to a point located on the easterly right of way of Palm Street; thence running the easterly right of way of Palm Street and a curve to the right for a distance of 187.69 feet, having a radius of 833.90 feet, (said curve is subtended by a chord of (N14°55'44"E, a distance of 187.29 feet) to a point; thence running N24°12'56"E, a distance of 194.72 feet to a point; thence running N21°53'37"E, a distance of 162.60 feet to a point; thence running N21°53'50"E, a distance of 207.83 feet to a point; thence running N21°53'56"E, a distance of 66.57 feet to a point located at the intersection of the southerly right of way of Palm Lake Dr. (50' right of way) and the easterly right of way of Palm Street (50' right of way); said point being the POINT OF BEGINNING.

Containing 15.72 acres, more or less.

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

WCP GROUP LLC H & R
INVESTMENTS LLC
527 RIVER ESTATES PW
CANTON, GA 30115

Bill No.	Due Date	*Total Due*
2019-113181	11/15/2019	\$0.00

Map: 15N15 094
Location: 1991 PALM ST

Payment Good through: 09/03/2020

Print Date
:
09/03/2020

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



Tax Payer: WCP GROUP LLC H & R INVESTMENTS LLC

Map Code: 15N15 094 REAL

Description: LL 592 593 632 633 15TH

Location: 1991 PALM ST

Bill No: 2019-113181

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
95,000.00	113,800	9.7600	208,800	11/15/2019			09/03/2020	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	208,800.00	83,520.00	0.00	83,520.00	5.216	435.64	0.00	\$435.64
SCHOOL M&O	208,800.00	83,520.00	0.00	83,520.00	18.450	1,540.94	0.00	\$1,540.94
SCHOOL BOND	208,800.00	83,520.00	0.00	83,520.00	1.000	83.52	0.00	\$83.52
PARKS BOND	208,800.00	83,520.00	0.00	83,520.00	0.480	40.09	0.00	\$40.09
TOTALS					25.146	2100.19	\$0.00	\$2,100.19

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	\$2,100.19
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	2100.19
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/04/2019

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

WCP GROUP, LLC SCOTT 20
INVESTMENTS LLC
527 RIVER ESTATES PW
CANTON, GA 30115

Bill No.	Due Date	*Total Due*
2019-113185	11/15/2019	\$0.00

Map: 15N15A 082 A
Location: PALM LAKE DR

Payment Good through: 09/03/2020

Print Date
: 09/03/2020

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: WCP GROUP, LLC SCOTT 20 INVESTMENTS LLC
Map Code: 15N15A 082 A REAL
Description: LL 592 15TH D SPRING RID E NO BUILD
Location: PALM LAKE DR
Bill No: 2019-113185
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
0.00	3,900	0.0000	3,900	11/15/2019			09/03/2020	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	3,900.00	1,560.00	0.00	1,560.00	5.216	8.14	0.00	\$8.14
SCHOOL M&O	3,900.00	1,560.00	0.00	1,560.00	18.450	28.78	0.00	\$28.78
SCHOOL BOND	3,900.00	1,560.00	0.00	1,560.00	1.000	1.56	0.00	\$1.56
PARKS BOND	3,900.00	1,560.00	0.00	1,560.00	0.480	0.75	0.00	\$0.75
TOTALS					25.146	39.23	\$0.00	\$39.23

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	\$39.23
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	39.23
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/04/2019

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

WCP GROUP, LLC SCOTT 20
INVESTMENTS LLC
527 RIVER ESTATES PW
CANTON, GA 30115

Bill No.	Due Date	*Total Due*
2019-113182	11/15/2019	\$0.00

Map: 15N15 095
Location: 1903 PALM ST

Payment Good through: 09/03/2020

Print Date
: 09/03/2020

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



Tax Payer: WCP GROUP, LLC SCOTT 20 INVESTMENTS LLC

Map Code: 15N15 095 REAL

Description: LL 592 593 15TH D

Location: 1903 PALM ST

Bill No: 2019-113182

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
0.00	83,100	5.6400	83,100	11/15/2019			09/03/2020	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	83,100.00	33,240.00	0.00	33,240.00	5.216	173.38	0.00	\$173.38
SCHOOL M&O	83,100.00	33,240.00	0.00	33,240.00	18.450	613.28	0.00	\$613.28
SCHOOL BOND	83,100.00	33,240.00	0.00	33,240.00	1.000	33.24	0.00	\$33.24
PARKS BOND	83,100.00	33,240.00	0.00	33,240.00	0.480	15.96	0.00	\$15.96
TOTALS					25.146	835.86	\$0.00	\$835.86

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	\$835.86
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	835.86
Back Taxes	0.00
Total Due	\$0.00
Paid Date	11/04/2019

TO THE CITY OF HOLLY SPRINGS COUNCILMEMBERS

CHEROKEE COUNTY, GEORGIA

PRESERVATION OF RIGHT TO APPEAL
AND NOTICE OF CONSTITUTIONAL CHALLENGE
TO ZONING

COMES NOW, MANOR RESTORATIONS, LLC, hereinafter referred to as the "Applicant" and for itself and/or acting on behalf of the Owner, asserts the following, to wit:

1.

By filing the 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 Map Amendment of the property seeks a rezoning from the existing category of R-20 and LI, as established by the governing authority of the City of Holly Springs, Georgia to the zoning category of TND with the requested density. (hereinafter "Requested Zoning").

3.

The current LI and R-20 zoning classifications of the Property and all intervening classifications between same and the Requested Zoning are

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 classifications of LI and R-20 and all intervening classifications between same and the Requested Zoning 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 other applicable law, please consider this your notice that as of today's date the Owner/Applicant is contending that the City's unconstitutional zoning classifications of the property has 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. To comply with recent changes in Georgia law, an amount of \$1,000 per day is identified. While this amount cannot be calculated to an exact certainty; 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 3 day of September, 2020.

TAYLOR ENGLISH DUMA LLP

By:



ROB HOSACK

Representative for Applicant



November 23, 2020

VIA HAND DELIVERY

Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Re: Map Amendment Application of Manor Restorations, ±15.72 Acre Tract, 1903 and 1999 Palm Street, City of Holly Springs, Georgia ("Project Site").

Dear Nancy:

After receiving input and feedback from interested parties during our public information meeting of August 31, 2020, we are hereby submitting a revised site plan (reflecting a reduction of density to reduce impact to adjacent residents) and this letter of agreeable stipulations/conditions to ensure quality which will become conditions and a part of the grant of the requested rezoning and binding as follows:

1. The architectural style, composition and design of the proposed townhomes shall be constructed consistent with the attached photographs. The architectural style represents high quality, detached townhomes with blended building materials that may include the application of stone, brick, hardi-plank, shake and board and batten. No vinyl materials shall be used on the exterior of the town homes. The minimum heated floor area shall be 1,700 square feet.¹
2. Resident and guest parking provisions shall be provided per City Code to eliminate the potential for on street parking within the community.
3. Project will include approximately 3 acres of the site as open space/recreational use.
4. There shall be no access to Palm Lake Drive.
5. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than ten percent.
6. Applicant agrees to the recording and enforcement of a Declaration of Restrictive Covenants which shall contain covenants, rules, and regulations applicable to the proposed residential community.
7. Also, and in conjunction with the Declaration of Restrictive Covenants, Applicant agrees to the creation of a mandatory homeowners association which shall be responsible for the upkeep and maintenance of the entrance area, signage, private infrastructure, all common areas, open space, detention area, mail kiosk, and all landscaping and plantings

¹ The price points shall be \$300,000 and up.

8. Lighting within the proposed community shall be environmentally sensitive, decorative and themed to the architecture and style of the proposed residential homes.
9. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowner's association to be created through the Declaration of Restrictive Covenants applicable to the proposed community.
10. The entrance signage for the proposed community shall be ground based, monument-style signage, and shall complement the high quality, architectural vision and style of the proposed homes. The entrance landscaping shall be professionally designed, implemented, and maintained. All signage shall comply with the City of Holly Springs Sign Ordinance.
11. There shall be internal sidewalks within the proposed residential community, as more particularly shown and reflected on the updated Site Plan. However, sidewalks shall not be required in any areas in which the sidewalk conflicts with any guest parking requirements.
12. The proposed residential community shall contain private streets, twenty-four (24) feet in width, from back-of-curb to back-of-curb.
13. All utilities servicing the residences within the proposed community shall be located underground.
14. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Palm Street. There will be no stacking of vehicles along any roadway waiting for entry onto the property.
15. All landscaping referenced herein; including, but not limited to, the frontage, entrance area [including entrance signage], island areas, and open space areas, shall be approved by the City of Holly Springs as part of the plan review process and incorporated into the overall landscape plan for the proposed community.
16. All setbacks, landscape and buffer areas may be penetrated for purposes of access, utilities and stormwater management; including, but not limited to, drainage and detention facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed area shall be restored with comparable plantings as allowed by the City of Holly Springs or any utility provider.
17. All stormwater infrastructure located outside of the public right-of-way shall be privately maintained. Applicant agrees to comply with the Water Quality requirements of the CWA-NPDES-NPS Permit and City Water Quality Ordinance.
18. Development and construction hours for the proposed project shall comply with City of Holly Springs Noise Ordinance provisions including no work on Sundays.

19. To the extent blasting is required on the Site (none is expected), any blasting will be performed only on Monday-Friday between the hours of 9:00 a.m. and 3:00 p.m. and a 24-hour notice must be given in writing to any occupied residence within 1000 feet of the Site.
20. Although not legally required to do so, Applicant agrees to reconstruct undersized bridge along Palm Street, north of proposed entrance to project.

Please do not hesitate to contact me should you or the staff require any further information or documentation prior to the Applications being heard and considered by the Planning Commission and Mayor and Council.

Sincerely,

TAYLOR ENGLISH DECISIONS, LLC

A handwritten signature in black ink, appearing to read 'Rob Hosack', is written over a faint, light blue rectangular background.

Rob Hosack
rhosack@tedecisions.com
James A. Balli
jballi@tedecisions.com

cc: Bernie Smith, Manor Restorations
Doug Patten, David Pearson Communities, Inc.

December 3, 2020

Nancy Moon, Community Development Director, City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Re: Rezoning Application of Manor Restorations Case# MA-07-2020

Dear Ms. Moon,

I am writing in regard to the possible approval of the Palm Street development. As the owner of land parcel (15N-15A Lot 114) which abuts a section of this property, I would like to request a couple of stipulations be added to this proposed development (MA-07-2020). The SE section of this development designated as a Passive Open Space/with Nature Trails is directly behind my property. My house is situated towards the rear of the lot so it is relatively close to the property line. Additionally, there are windows/glass French doors across the back which allows full view of the living area and kitchen from this park area. If or when this section is developed with walking, hiking, cycling trails/pathways or graded in any way creating open areas for gatherings, it will comprise the privacy of my backyard as well as inside the house. Therefore, if this development is approved, I would like the following stipulations be included with any other stipulations required for approval and subsequent development.

If or when the Passive Open Space with Nature Trails is developed with pathways or trails cut throughout this area a 6-8 foot privacy fence be installed along the buffer line protecting the privacy of the property owner.

Also, if this development is approved, a 6-8 foot privacy fence should be an option for any of the property owners whose property abuts this development with the options being, evergreen landscape screening, privacy fencing or both depending on what will best shield the homeowners and provide the highest possible privacy. Because of the topography and contour of the land it will be difficult for adequate screening but protecting the home owners privacy should be of the highest priority. No one living in this 25+ year subdivision with lot sizes of $\frac{3}{4}$ to one acre should have a mass of townhomes facing them and visible from their backyard. Thank you for your attention to this issue.

Sincerely,



Linda Robbins ([REDACTED])
[REDACTED]

Cc: Holly Springs Zoning Commission:

Adrain Dekker, Jennifer English, Scott Martineau, Keith Minick, Eric Rein,
Rob Hosack, Taylor English Decisions, LLC,

Cherokee County Water & Sewerage Authority

September 28, 2020

RE: Water & Sewerage Availability (Tax Map 15N15, Parcel 094 & 095)

To Whom It May Concern:

Please be advised that Cherokee County Water & Sewerage Authority presently has a 6" DIP water main on the East side of Palm Street West of the subject property.

Sewer is available to the North and West of the subject property. The acquisitions of easements to manholes or lift stations will be the responsibility of the developer.

The capacity for Rose Creek Wastewater Treatment Facility is 6.0 MGD and the Authority is presently treating 3.5 MGD. The Fitzgerald Creek Treatment Facility is 5.0 MGD and the Authority is presently treating 3.0 MGD.

There is presently no moratorium for water or sewer connections on the Authority System. Sewer connections are available on first pay, first serve basis. However, plans for any development must be submitted and approved by the Authority prior to any water or sewer connection application being accepted for processing. Also, existing infrastructure, size and location, must be verified by developer/engineer/contractor prior to submittal to Cherokee County Water and Sewerage Authority.

If you have any questions, please don't hesitate to call me.

Sincerely,



Bradley M. Payne
Construction Office Supervisor

CC: Dwayne Fowler
Garry Hensley
Rodney Satterfield
Jeff Hooper

Rezoning Case Impact Report

Jurisdiction		Rezoning Case Number		Applicant Name	
City of Holly Springs		MA-07-2020		Manor Restorations, LLC	
Acreage	Number Of Lots	Housing Type		Current Zoning	Proposed Zoning
15.72	126	Single-Family Residential		LI & R-20	TND
Estimated Student Impact ⁽¹⁾		Additional Capacity Needed		Additional Capacity Cost ⁽²⁾	Annual Student Cost ⁽³⁾
92	Students	5	Classroom(s)	\$124,568	\$794,197
Planning Commission Meeting Date		County Commission/City Council Meeting Date		Map & Parcel Number(s)	
				15N15-094 & 095; 15N15A-082A	
Property Description					
Intersection of Palm Street and Palm Lake Dr					

Affected Schools Capacity Information

Elementary School	ES Enrollment	ES Capacity	% Capacity
Holly Springs ES	699	1,193	59%
Middle School	MS Enrollment	MS Capacity	% Capacity
Dean Rusk MS	1,512	1,637	92%
High School	HS Enrollment	HS Capacity	% Capacity
Sequoyah HS	2,060	2,375	87%

All Enrollment and Capacities are based on the last published Cherokee County Inventory of School Housing (CCISH) Numbers.

It is the position of CCSD that all developers should attempt to mitigate as much of the impact of their proposed development as possible. In every such case, the district designates a minimum contribution expected to help provide adequate facilities for the school age children who will occupy the residences in the development.

Please recommend to all Residential Zoning applicants to contact Mitch Hamilton at 770-721-8429 to discuss mitigation of their subdivision prior to appearing before the Zoning Board. If the applicant cannot meet during that time period, we request that the Zoning Board put a condition on the zoning so they must meet with Mr. Hamilton prior to the City Council/County Commission Meeting.

The estimated cost for building an elementary school is 22 to 27 million dollars, middle school is 35 to 40 million, and the cost of building a high school is 55 to 60 million dollars.

(1) - All increases to student enrollment should be considered cumulative in nature. All recent cases will impact the affected Schools. The School District may have to transport the students of any given development to an alternate district due to over-enrollment.

(2) - Additional Capacity Calculations are based on adding Mobile Units to existing campus facilities at the following rate: 1 Mobile Unit = 2 Classrooms with a cost of \$60,000/Mobile Unit

(3) - Annual Cost is calculated using the General Fund Operating Expenditure cost per pupil of \$8,694.

Rezoning Case Impact Report

Jurisdiction		Rezoning Case Number		Applicant Name	
City of Holly Springs		MA-07-2020		Manor Restorations, LLC	
Acreage	Number Of Lots	Housing Type		Current Zoning	Proposed Zoning
15.72	126	Single-Family Residential		LI & R-20	TND
Estimated Student Impact ⁽¹⁾		Additional Capacity Needed		Additional Capacity Cost ⁽²⁾	Annual Student Cost ⁽³⁾
44	Students	2	Classroom(s)	\$59,318	\$378,189
Planning Commission Meeting Date		County Commission/City Council Meeting Date		Map & Parcel Number(s)	
				15N15-094 & 095; 15N15A-082A	
Property Description					
Intersection of Palm Street and Palm Lake Dr					

Affected Schools Capacity Information

Elementary School	ES Enrollment	ES Capacity	% Capacity
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January 5, 2021

VIA ELECTRONIC MAIL DELIVERY

Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Re: Map Amendment Application of Manor Restorations, ±15.72 Acre Tract, 1903 and 1999 Palm Street, City of Holly Springs, Georgia ("Project Site").

Dear Nancy:

After receiving input and feedback during our public hearing with the Holly Springs Planning Commission, we are hereby submitting a revised letter of agreeable stipulations/conditions to address the Planning Commission's direction¹ and to ensure quality which will become conditions and a part of the grant of the requested rezoning and binding as follows:

1. The architectural style, composition and design of the proposed townhomes shall be constructed consistent with the attached photographs. The architectural style represents high quality, detached townhomes with blended building materials that may include the application of stone, brick, hardi-plank, shake and board and batten. No vinyl materials shall be used on the exterior of the town homes. The minimum heated floor area shall be 1,700 square feet.²
2. Resident and guest parking provisions shall be provided per City Code to eliminate the potential for on street parking within the community.
3. Project will include approximately 3 acres of the site as open space/recreational use.
4. There shall be no access to Palm Lake Drive.
5. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than ten percent.
6. Applicant agrees to the recording and enforcement of a Declaration of Restrictive Covenants which shall contain covenants, rules, and regulations applicable to the proposed residential community, including notification /acknowledgement of adjacent, existing Light Industrial Property and Use.
7. Also, and in conjunction with the Declaration of Restrictive Covenants, Applicant agrees

¹ At the conclusion of the public hearing on December 10, 2020, the Planning Commission recommended a traffic study to be conducted. The traffic study has been commissioned by Applicant and will be made available to the Community Development Director and Planning Commission by January 14, 2021.

² The price points shall be \$350,000 and up.

- to the creation of a mandatory homeowners association which shall be responsible for the upkeep and maintenance of the entrance area, signage, private infrastructure, all common areas, open space, detention area, mail kiosk, and all landscaping and plantings
8. Lighting within the proposed community shall be environmentally sensitive, decorative and themed to the architecture and style of the proposed residential homes.
 9. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowner's association to be created through the Declaration of Restrictive Covenants applicable to the proposed community.
 10. The entrance signage for the proposed community shall be ground based, monument-style signage, and shall complement the high quality, architectural vision and style of the proposed homes. The entrance landscaping shall be professionally designed, implemented, and maintained. All signage shall comply with the City of Holly Springs Sign Ordinance.
 11. There shall be internal sidewalks within the proposed residential community, as more particularly shown and reflected on the updated Site Plan. However, sidewalks shall not be required in any areas in which the sidewalk conflicts with any guest parking requirements.
 12. The proposed residential community shall contain private streets, twenty-four (24) feet in width, from back-of-curb to back-of-curb.
 13. All utilities servicing the residences within the proposed community shall be located underground.
 14. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Palm Street. There will be no stacking of vehicles along any roadway waiting for entry onto the property.
 15. All landscaping referenced herein; including, but not limited to, the frontage, entrance area [including entrance signage], island areas, and open space areas, shall be approved by the City of Holly Springs as part of the plan review process and incorporated into the overall landscape plan for the proposed community.
 16. All setbacks, landscape and buffer areas may be penetrated for purposes of access, utilities and stormwater management; including, but not limited to, drainage and detention facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed area shall be restored with comparable plantings as allowed by the City of Holly Springs or any utility provider.
 17. All stormwater infrastructure located outside of the public right-of-way shall be privately maintained. Applicant agrees to comply with the Water Quality requirements

of the CWA-NPDES-NPS Permit and City Water Quality Ordinance.

18. Development and construction hours for the proposed project shall comply with City of Holly Springs Noise Ordinance provisions including no work on Sundays.
19. To the extent blasting is required on the Site (none is expected), any blasting will be performed only on Monday-Friday between the hours of 9:00 a.m. and 3:00 p.m. and a 24-hour notice must be given in writing to any occupied residence within 1000 feet of the Site.
20. Although not legally required to do so, Applicant agrees to contribute \$1,500 per lot to the City of Holly Springs as a contribution toward the Conceptual Improvement and Realignment Plan attached as Exhibit "B". Said contributions shall be made within 30 days of recordation of final plat.

Please do not hesitate to contact me should you or the staff require any further information or documentation prior to the Applications being heard and considered by the Planning Commission and Mayor and Council.

Sincerely,

TAYLOR ENGLISH DECISIONS, LLC



Rob Hosack
rhosack@tedecisions.com
James A. Balli
jballi@tedecisions.com

cc: Bernie Smith, Manor Restorations
Doug Patten, David Pearson Communities, Inc.

EXAMPLES OF PROPOSED HOMES











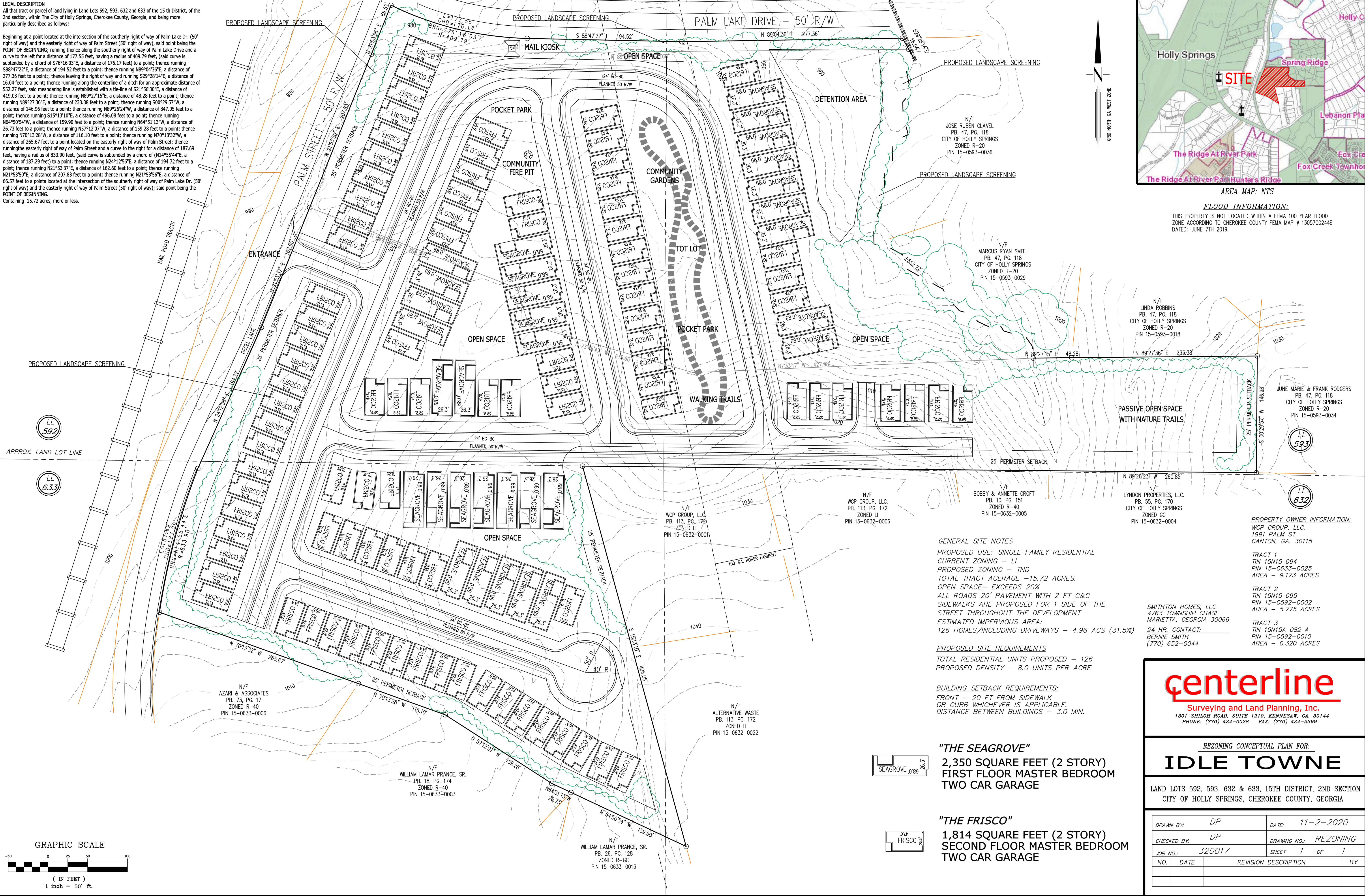






LEGAL DESCRIPTION
All that tract or parcel of land lying in Land Lots 592, 593, 632 and 633 of the 15 th District, of the 2nd section, within The City of Holly Springs, Cherokee County, Georgia, and being more particularly described as follows;

Beginning at a point located at the intersection of the southerly right of way of Palm Lake Dr. (50' right of way) and the easterly right of way of Palm Street (50' right of way), said point being the POINT OF BEGINNING; running thence along the southerly right of way of Palm Lake Drive and a curve to the left for a distance of 177.55 feet, having a radius of 409.79 feet, (said curve is subtended by a chord of S76°16'03"E, a distance of 176.17 feet) to a point; thence running S88°47'22"E, a distance of 194.52 feet to a point; thence running N89°04'36"E, a distance of 277.36 feet to a point; thence leaving the right of way and running S29°28'14"E, a distance of 16.04 feet to a point; thence running along the centerline of a ditch for an approximate distance of 552.27 feet, said meandering line is established with a tie-line of S21°56'30"E, a distance of 419.03 feet to a point; thence running N89°27'15"E, a distance of 48.28 feet to a point; thence running N89°27'36"E, a distance of 233.38 feet to a point; thence running S00°29'57"W, a distance of 146.96 feet to a point; thence running N89°26'24"W, a distance of 847.05 feet to a point; thence running S15°13'10"E, a distance of 496.08 feet to a point; thence running N64°50'54"W, a distance of 159.90 feet to a point; thence running N64°51'13"W, a distance of 26.73 feet to a point; thence running N57°12'07"W, a distance of 159.28 feet to a point; thence running N70°13'28"W, a distance of 116.10 feet to a point; thence running N70°13'32"W, a distance of 265.67 feet to a point located on the easterly right of way of Palm Street; thence running the easterly right of way of Palm Street and a curve to the right for a distance of 187.69 feet, having a radius of 833.90 feet, (said curve is subtended by a chord of (N14°55'44"E, a distance of 187.29 feet) to a point; thence running N24°12'56"E, a distance of 194.72 feet to a point; thence running N21°53'37"E, a distance of 162.60 feet to a point; thence running N21°53'50"E, a distance of 207.83 feet to a point; thence running N21°53'56"E, a distance of 66.57 feet to a point located at the intersection of the southerly right of way of Palm Lake Dr. (50' right of way) and the easterly right of way of Palm Street (50' right of way); said point being the POINT OF BEGINNING.
Containing 15.72 acres, more or less.



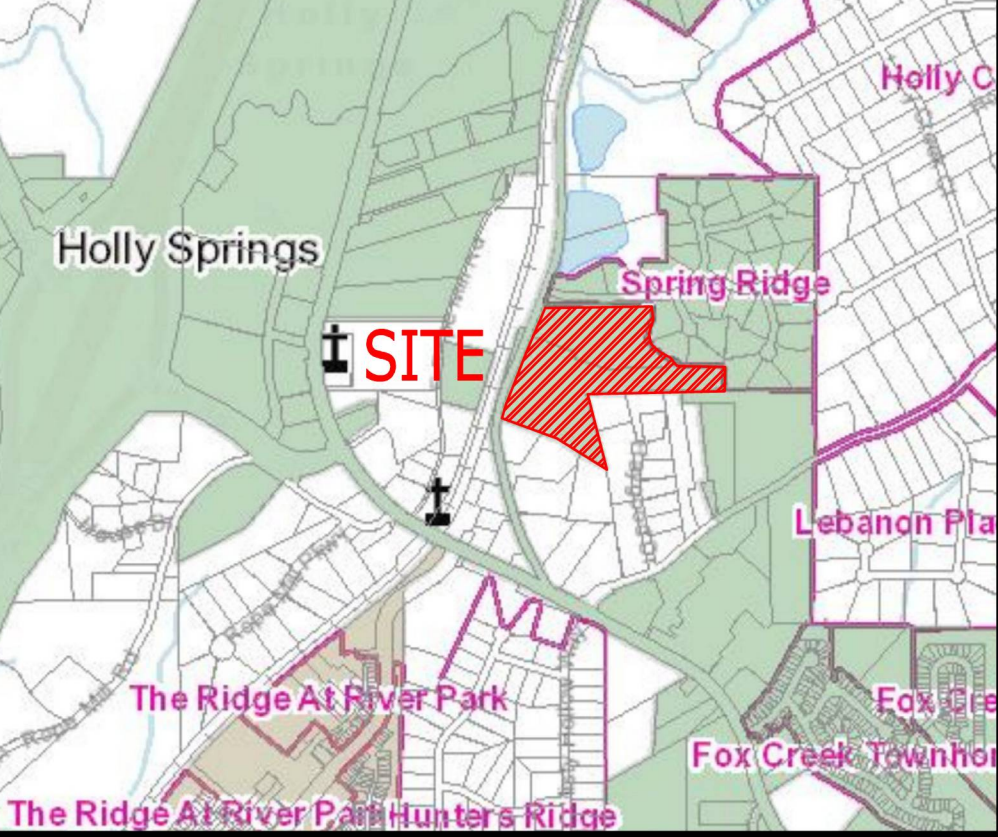
GENERAL SITE NOTES:
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
CURRENT ZONING - LI
PROPOSED ZONING - TND
TOTAL TRACT ACERAGE -15.72 ACRES.
OPEN SPACE- EXCEEDS 20%
ALL ROADS 20' PAVEMENT WITH 2 FT C&G
SIDEWALKS ARE PROPOSED FOR 1 SIDE OF THE
STREET THROUGHOUT THE DEVELOPMENT
ESTIMATED IMPERVIOUS AREA:
126 HOMES/INCLUDING DRIVEWAYS - 4.96 ACS (31.5%)

PROPOSED SITE REQUIREMENTS
TOTAL RESIDENTIAL UNITS PROPOSED - 126
PROPOSED DENSITY - 8.0 UNITS PER ACRE

BUILDING SETBACK REQUIREMENTS:
FRONT - 20 FT FROM SIDEWALK
OR CURB WHICHEVER IS APPLICABLE.
DISTANCE BETWEEN BUILDINGS - 3.0 MIN.

"THE SEAGROVE"
2,350 SQUARE FEET (2 STORY)
FIRST FLOOR MASTER BEDROOM
TWO CAR GARAGE

"THE FRISCO"
1,814 SQUARE FEET (2 STORY)
SECOND FLOOR MASTER BEDROOM
TWO CAR GARAGE



FLOOD INFORMATION:
THIS PROPERTY IS NOT LOCATED WITHIN A FEMA 100 YEAR FLOOD
ZONE ACCORDING TO CHEROKEE COUNTY FEMA MAP # 13057C0244E
DATED: JUNE 7TH 2019.

PROPERTY OWNER INFORMATION:
WCP GROUP, LLC.
1991 PALM ST.
CANTON, GA. 30115

TRACT 1
TIN 15N15 094
PIN 15-0633-0025
AREA - 9.173 ACRES

TRACT 2
TIN 15N15 095
PIN 15-0592-0002
AREA - 5.775 ACRES

TRACT 3
TIN 15N15A 082 A
PIN 15-0592-0010
AREA - 0.320 ACRES

N/F
JOSE RUBEN CLAVEL
PB. 47, PG. 118
CITY OF HOLLY SPRINGS
ZONED R-20
PIN 15-0593-0036

N/F
MARCUS RYAN SMITH
PB. 47, PG. 118
CITY OF HOLLY SPRINGS
ZONED R-20
PIN 15-0593-0029

N/F
LINDA ROBBINS
PB. 47, PG. 118
CITY OF HOLLY SPRINGS
ZONED R-20
PIN 15-0593-0018

N/F
JUNE MARIE & FRANK RODGERS
PB. 47, PG. 118
CITY OF HOLLY SPRINGS
ZONED R-20
PIN 15-0593-0034

N/F
WCP GROUP, LLC.
PB. 113, PG. 172
ZONED LI
PIN 15-0632-0001

N/F
BOBBY & ANNETTE CROFT
PB. 10, PG. 151
ZONED R-40
PIN 15-0632-0005

N/F
LYNDON PROPERTIES, LLC.
PB. 55, PG. 170
CITY OF HOLLY SPRINGS
ZONED GC
PIN 15-0632-0004

N/F
AZARI & ASSOCIATES
PB. 73, PG. 17
ZONED R-40
PIN 15-0633-0006

N/F
WILLIAM LAMAR PRANCE, SR.
PB. 18, PG. 174
ZONED R-40
PIN 15-0633-0003

N/F
WILLIAM LAMAR PRANCE, SR.
PB. 26, PG. 128
ZONED R-GC
PIN 15-0633-0013

centerline

Surveying and Land Planning, Inc.

1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA. 30144

PHONE: (770) 424-0028 FAX: (770) 424-2399

REZONING CONCEPTUAL PLAN FOR:

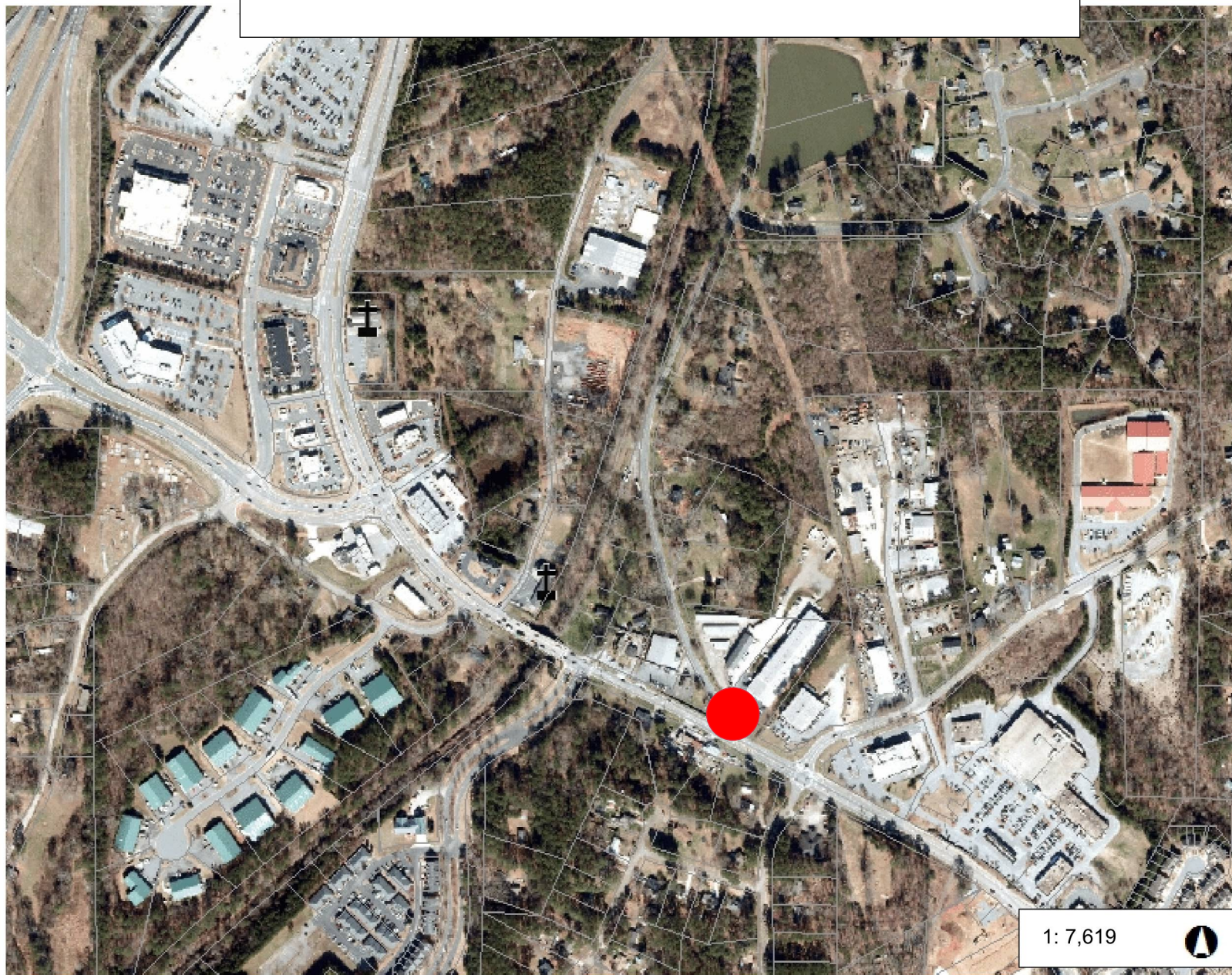
IDLE TOWNE

LAND LOTS 592, 593, 632 & 633, 15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

DRAWN BY:	DP	DATE:	11-2-2020
CHECKED BY:	DP	DRAWING NO.:	REZONING
JOB NO.:	320017	SHEET	1 OF 1
NO.	DATE	REVISION DESCRIPTION	BY



Conceptual Improvement and Realignment Plan, Exhibit "B"



1: 7,619



1,269.8 0 634.90 1,269.8 Feet



Legend

- Airports
 - Air Acres Airfield
 - Cherokee County Regional Airport
- Parcels
- Schools
- Churches

Notes

**TRAFFIC IMPACT STUDY
FOR
RESIDENTIAL DEVELOPMENT ON PALM STREET
IDLE TOWNE IN HOLLY SPRINGS, GEORGIA**



Prepared for:

***David Pearson Communities, Inc.
2000 First Drive
Suite 400
Marietta, GA 20062***

Prepared By:



A&R Engineering Inc.

2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com

January 13, 2021
A & R Project # 20-155

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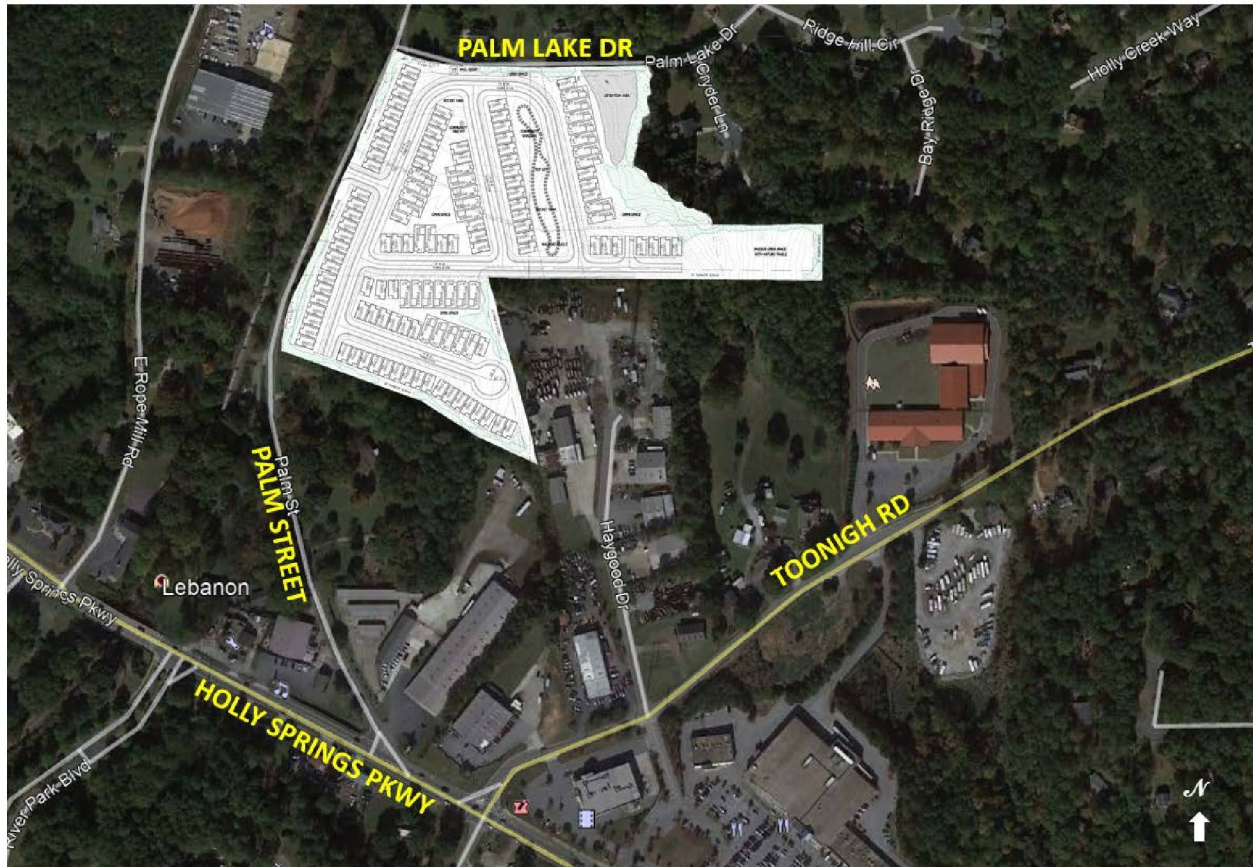
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1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact from the proposed 126-unit single-family residential development located in the southeast corner of the intersection of Palm Street and Palm Lake Drive in City of Holly Springs, Georgia. The traffic analysis evaluates the current operations compared to the future conditions with the traffic generated by the development.



The AM and PM peak hours have been analyzed in this study. In addition to the site access point, this study includes the evaluation of traffic operations at the intersections of:

- Palm Street at Palm Lake Drive
- Holly Springs Parkway at Palm Street
- Holly Springs Parkway at Toonigh Road / Misty Hollow Way

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development, study intersections, and surrounding roadway network is shown in Figure 1.

2.0 EXISTING FACILITIES / CONDITIONS

2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

2.1.1 Holly Springs Parkway

Holly Springs Parkway is an east-west, three-lane roadway with a two-way left-turn lane and posted speed limit of 45 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 057-0012) indicate that the daily traffic volume on Holly Springs Parkway in 2019 was 12,900 vehicles per day north of New Park Drive. GDOT classifies Holly Springs Parkway as an Urban Minor Arterial roadway.

2.1.2 Palm Street

Palm Street is a north-south, two-lane undivided roadway with a posted speed limit of 25 mph in the vicinity of the site.

2.1.3 Palm Lake Drive

Palm Lake Drive is an east-west, two-lane undivided roadway with a posted speed limit of 25 mph.

2.1.4 Toonigh Road

Toonigh Road is a north-south, two-lane undivided roadway with a posted speed limit of 30 mph in the vicinity of the site.

2.1.5 Misty Hollow Way

Misty Hollow Way is a two-lane undivided roadway with a posted speed limit of 25 mph.

3.0 STUDY METHODOLOGY

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board's Highway Capacity Manual, 6th edition (HCM 6). Synchro software, which utilizes the HCM 6 methodology, was used for the analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

3.1 Unsignalized Intersections

For unsignalized intersections at which the side street or minor street is controlled by a stop sign, the criteria for evaluating traffic operations are the level-of-service (LOS) for the turning movements at the intersection and the level-of-service for the overall intersection. Level-of-service is based on the average controlled delay incurred at the intersection. Controlled delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Several factors affect the controlled delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level-of-service is assigned a letter designation from "A" through "F". Level-of-service "A" indicates excellent operations with little delay to motorists, while level-of-service "F" exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross safely, resulting in extremely long total delays and long queues. The level-of-service criteria for two-way stop-controlled and all-way stop-controlled (unsignalized) intersections are given in Table 1.

TABLE 1 — LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS	
Level-of-service	Average Delay (sec)
A	≤ 10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

Source: Highway Capacity Manual

3.2 Signalized Intersections

For signalized intersections, it is necessary to evaluate both capacity and level-of-service in order to evaluate the overall operation of the intersection. The capacity analysis of an intersection is performed by comparing the volume of traffic using the various lane groups at the intersection to the capacity of those lane groups. This results in a volume/capacity (v/c) ratio for each lane group. A v/c ratio greater than 1.0 indicates that the volume of traffic has exceeded the capacity available, resulting in a temporary excess of demand. Although the capacity of the entire intersection is not defined, a composite v/c ratio for the sum of the critical lane groups within the intersection is computed. This composite v/c ratio is an indication of the overall intersection sufficiency.

Level-of-service for a signalized intersection is defined in terms of average controlled delay per vehicle, which is composed of initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The level-of-service criteria for signalized intersections, based on average controlled delay, are shown in Table 2. Level-of-service “A” indicates operations with very low controlled delay, while level-of-service “F” describes operations with extremely high average controlled delay. Level-of-service “E” is typically considered to be the limit of acceptable delay, and level-of-service “F” is considered unacceptable by most drivers.

TABLE 2 — LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS	
Level-of-service	Average Control Delay (sec)
A	≤ 10
B	$> 10 \text{ and } \leq 20$
C	$> 20 \text{ and } \leq 35$
D	$> 35 \text{ and } \leq 55$
E	$> 55 \text{ and } \leq 80$
F	> 80

Source: Highway Capacity Manual

4.0 EXISTING TRAFFIC ANALYSIS

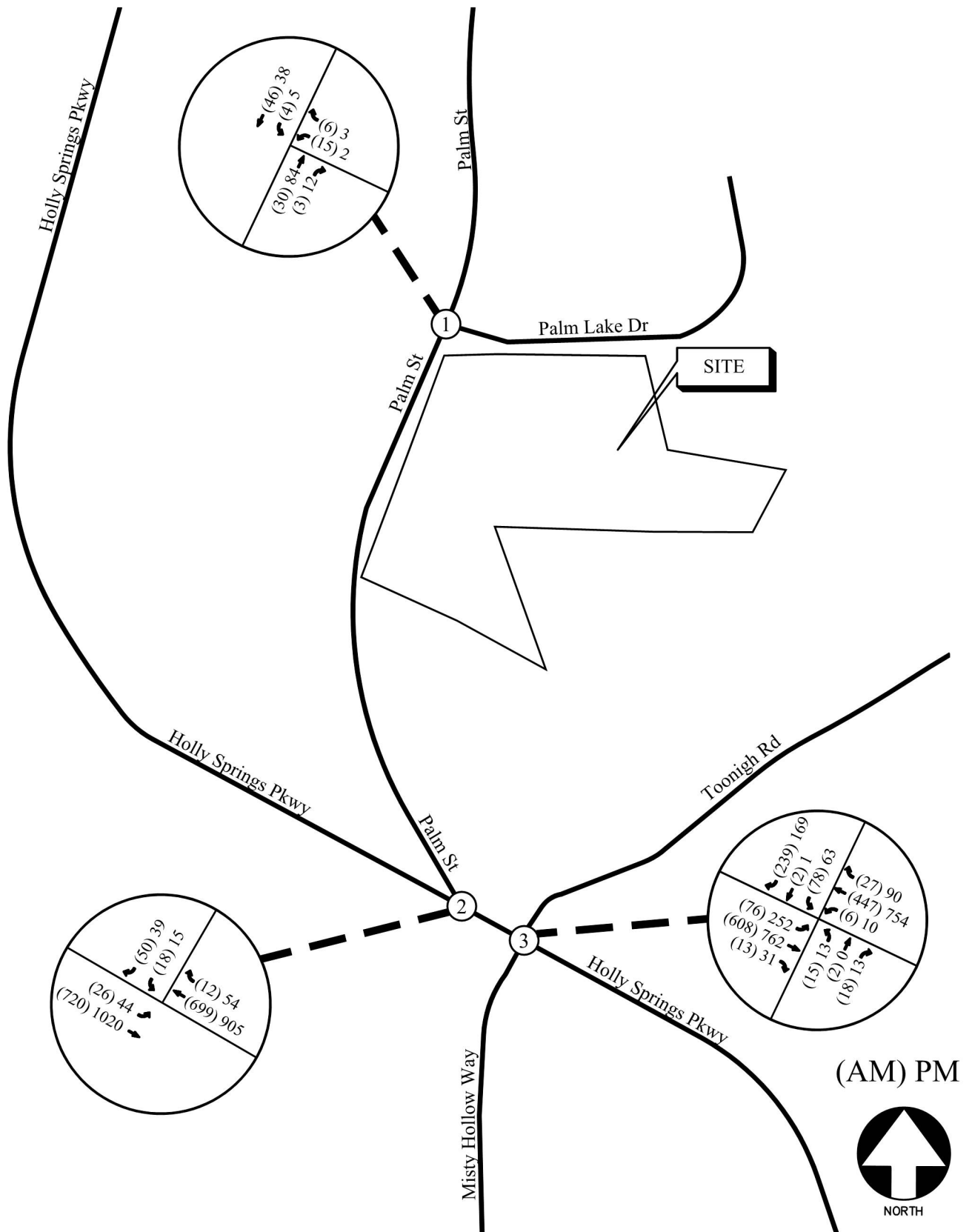
4.1 Existing Traffic Volumes

Existing traffic counts were obtained at the following study intersections:

1. Palm Street at Palm Lake Drive
2. Holly Springs Parkway at Palm Street
3. Holly Springs Parkway at Toonigh Road / Misty Hollow Way

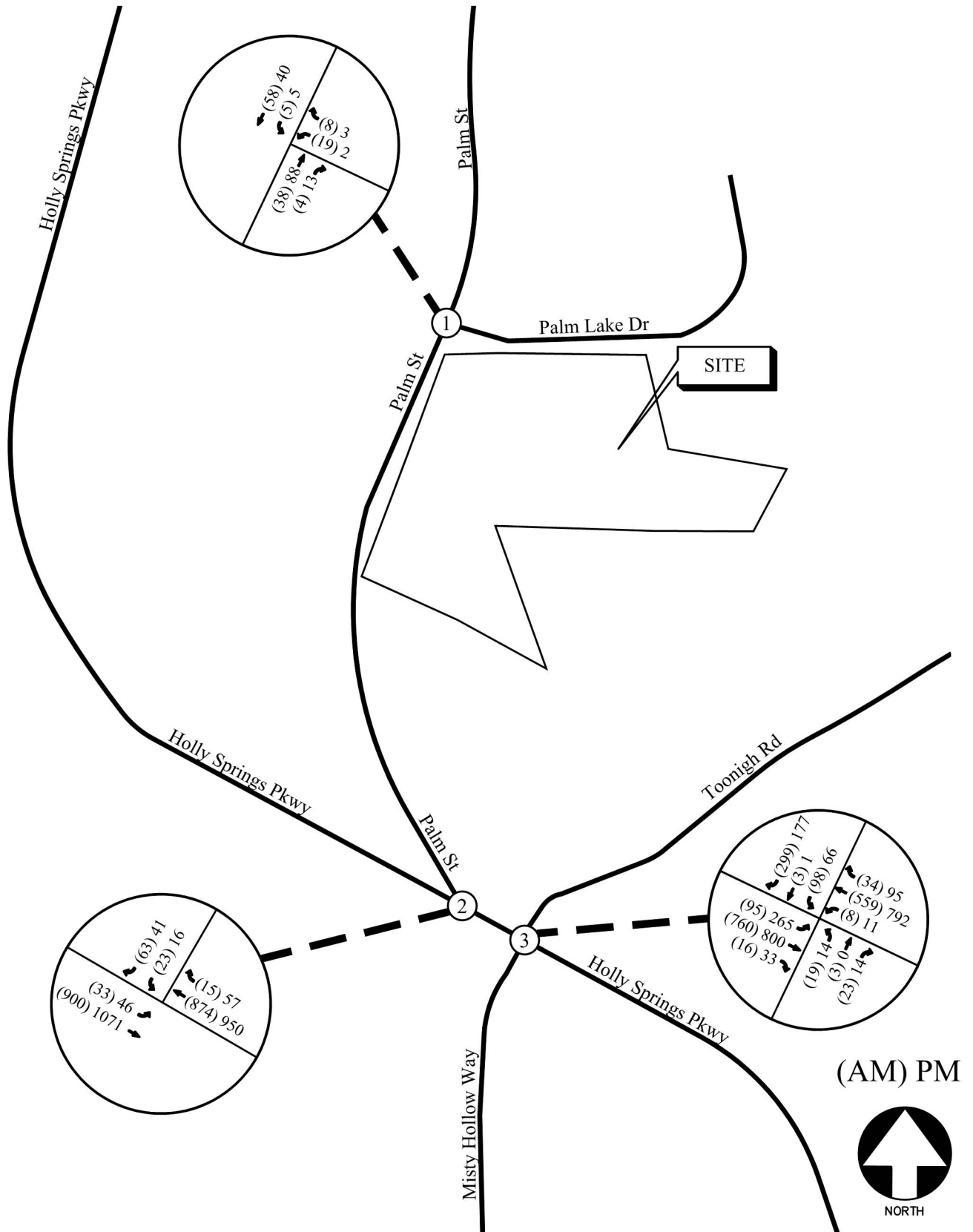
Turning movement counts were collected on Thursday, January 7, 2021. All turning movement counts were recorded during the AM and PM peak hours between 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, respectively. The four consecutive 15-minute interval volumes that summed to produce the highest volume at the intersections were then determined. These unadjusted volumes make up the peak hour traffic volumes and are shown in Figure 2.

Since traffic patterns are irregular due to the COVID-19 pandemic, adjustment factors for the AM and PM peak hours were determined by comparing current traffic volumes to historic traffic volumes at a location that had historical GDOT counts available. GDOT had traffic counts available from 2017 at Holly Springs Parkway north of Riverside Way. GDOT counts were increased by the annual growth rate of 2% for 4 years to project 2021 GDOT counts. Data was collected at the same location on January 7, 2021 for comparison purposes. A comparison of the projected 2021 GDOT counts and the recently collected counts revealed that current traffic volumes are 25% lower in the AM peak hour and a negative difference in the PM peak hour. Therefore, the recently collected turning movement counts were increased by 25% in the AM peak hour at all study intersections. Although the count comparison revealed that the recently collected counts were greater than the projected GDOT data, the PM peak hour data was increased by 5% at all study intersections to provide conservative volumes for analysis. The adjusted existing peak hour volumes are shown in Figure 3 and were used in the existing traffic operations analysis.



UNADJUSTED EXISTING WEEKDAY PEAK-HOUR VOLUMES

FIGURE 2
A&R Engineering Inc.



ADJUSTED WEEKDAY PEAK-HOUR VOLUMES

FIGURE 3
A&R Engineering Inc.

4.2 Existing Traffic Operations

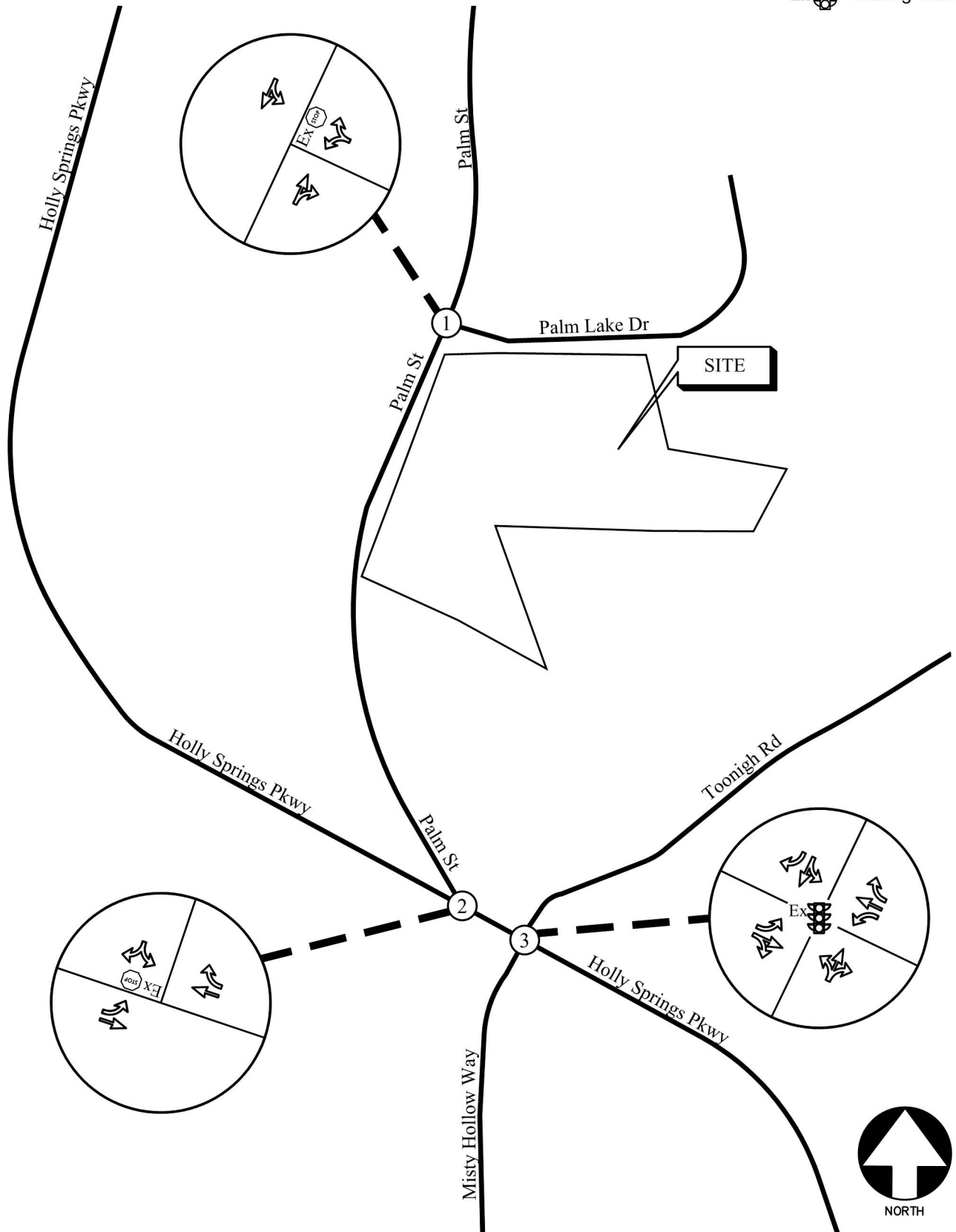
Existing traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analyses are shown in Table 3. The existing traffic control and lane geometry for the intersections are shown in Figure 4.

TABLE 3 — EXISTING INTERSECTION OPERATIONS				
Intersection		Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	<u>Palm St @ Palm Lake Dr</u> -Westbound Approach -Southbound Left	Stop Controlled on WB Approach	A (9.0)	A (9.0)
			A (7.3)	A (7.4)
2	<u>Holly Springs Pkwy @ Palm St</u> -Southbound Approach -Eastbound Left	Stop Controlled on SB Approach	F (57.1)	F (59.3)
			B (10.2)	B (10.5)
3	<u>Holly Springs Pkwy @ Toonigh Road / Misty Hollow Way</u> -Eastbound Approach -Westbound Approach -Northbound Approach -Southbound Approach	Signalized	<u>B (12.1)</u>	<u>A (9.0)</u>
			A (6.4)	A (4.8)
			A (8.4)	A (8.1)
			E (57.3)	E (61.5)
			E (62.6)	E (64.9)

The results of existing traffic operations analysis indicate that all study intersections, except for the southbound approach at the intersection of Holly Springs Parkway and Palm Street are operating at a satisfactory level of service during the AM and PM peak hours. The intersection of Holly Springs Parkway and Palm Street is unsignalized and stop sign controlled. The southbound approach is operating at level-of-service "F" in the AM and PM peak hours. It is not unusual for minor side streets that are stop sign controlled on a highway to experience a level-of-service of "F" due to the time gap required for a vehicle to make a turning movement. The acute angle of intersection may require longer time gaps for drivers to assess if oncoming vehicles are approaching on opposing approaches before turning onto Holly Springs Parkway. In addition to the acute angle, the proximity of this intersection to Toonigh Road presents issues that are discussed further in Section 6.4.1.

LEGEND

- Ex   Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal



EXISTING TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 4

A&R Engineering Inc.

5.0 PROPOSED DEVELOPMENT

The proposed 126-unit single-family residential development will be located in the southeast corner of the intersection of Palm Street and Palm Lake Drive in City of Holly Springs, Georgia. The development proposes one full-access driveway on Palm Street. A site plan is shown in Figure 5.

5.1 Trip Generation

Trip generation estimates for the project were based on the rates and equations published in the 10th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation was based on the following ITE Land Use: *210- Single-Family Detached Housing*. The calculated total trip generation for the proposed development is shown in Table 4.

TABLE 4 – TRIP GENERATION								
Land Use	Size	AM Peak Hour			PM Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
ITE 210 – Single Family Detached Housing	126 units	23	71	94	80	47	127	1,286

5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution and AM and PM peak hour new traffic generated by the site are shown in Figure 6.

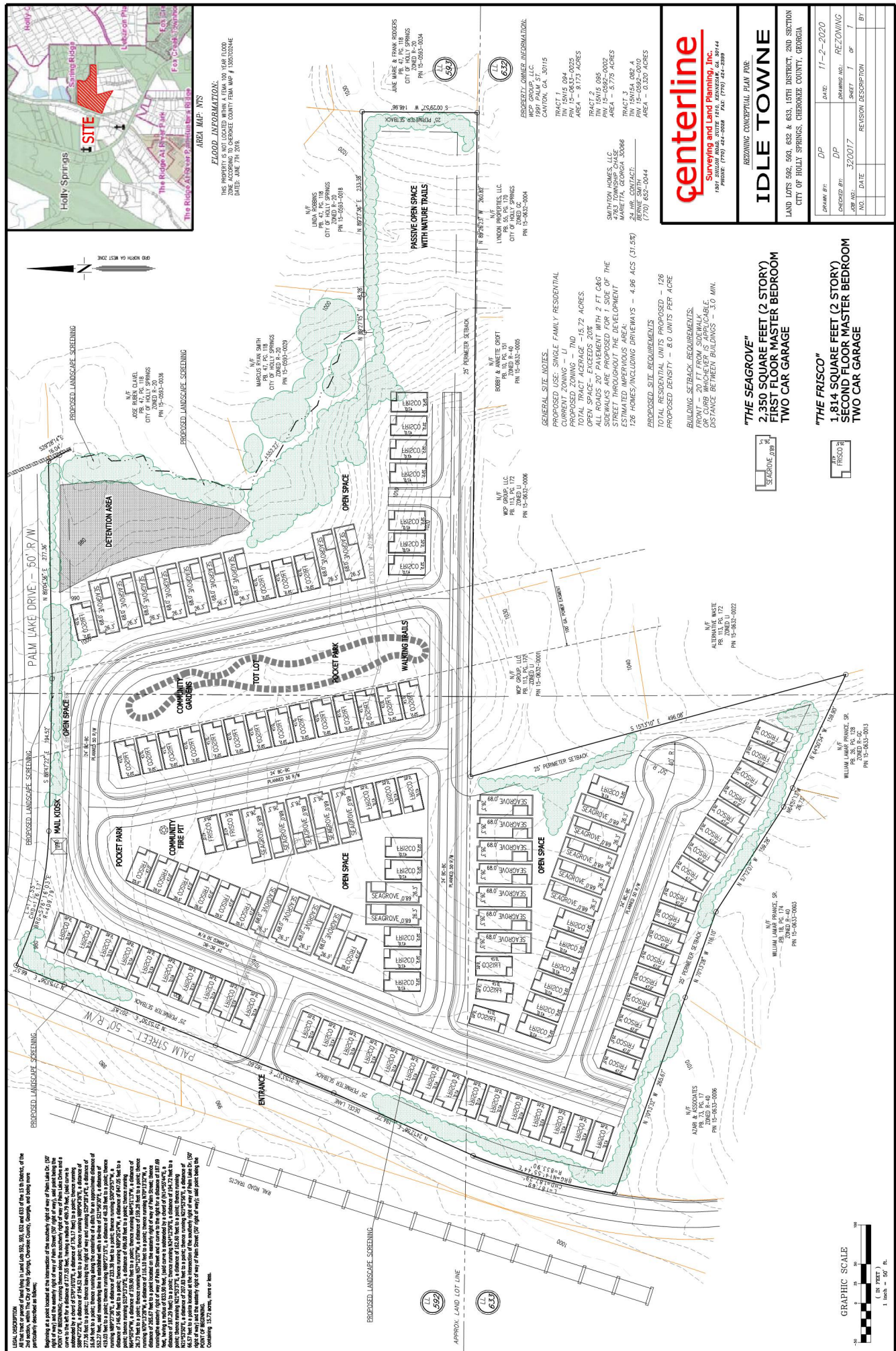
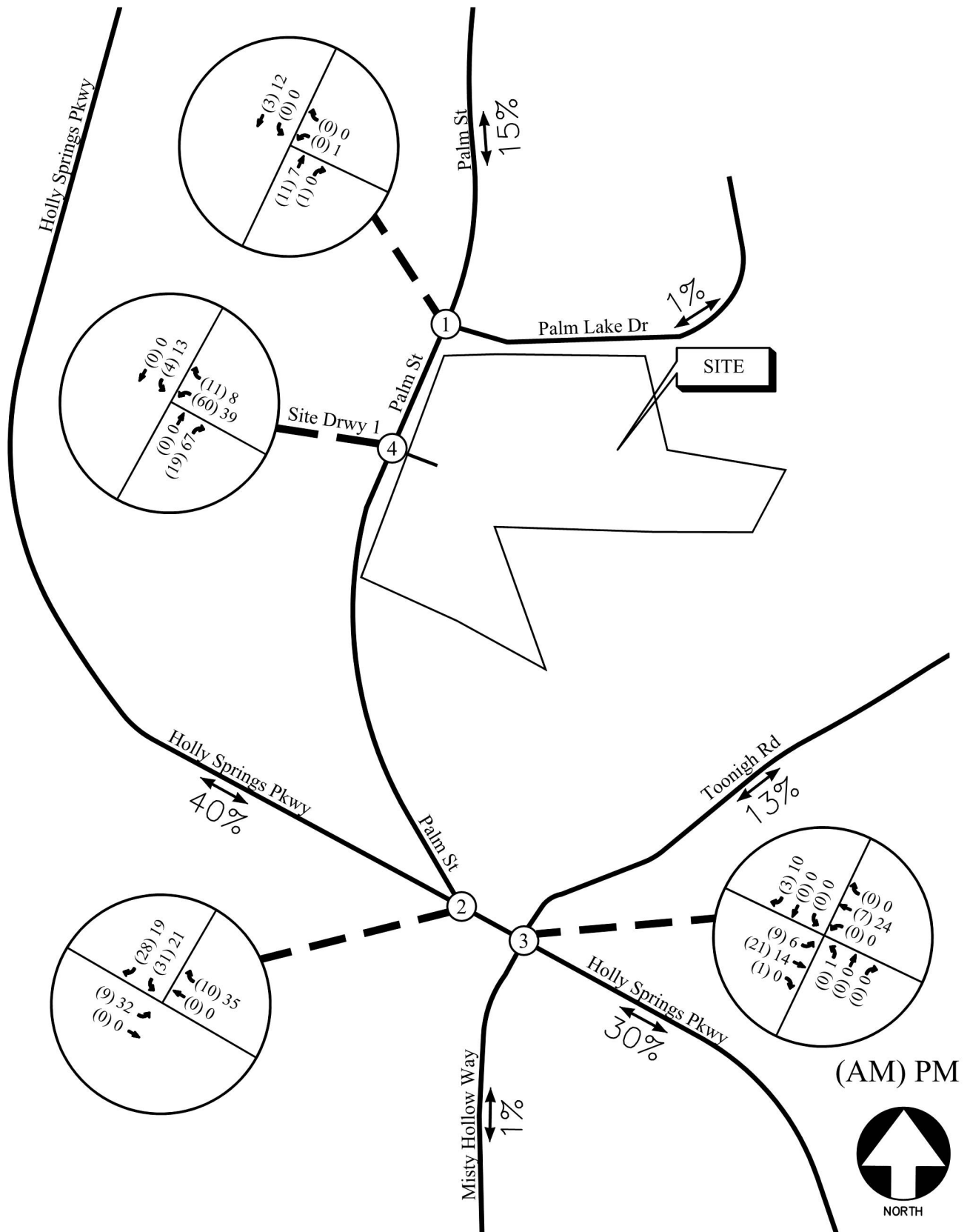


Figure 5 – Site Plan



6.0 FUTURE 2023 TRAFFIC ANALYSIS

The future 2023 traffic operations are analyzed for the “Build” and “No-Build” conditions.

6.1 Future “No-Build” Conditions

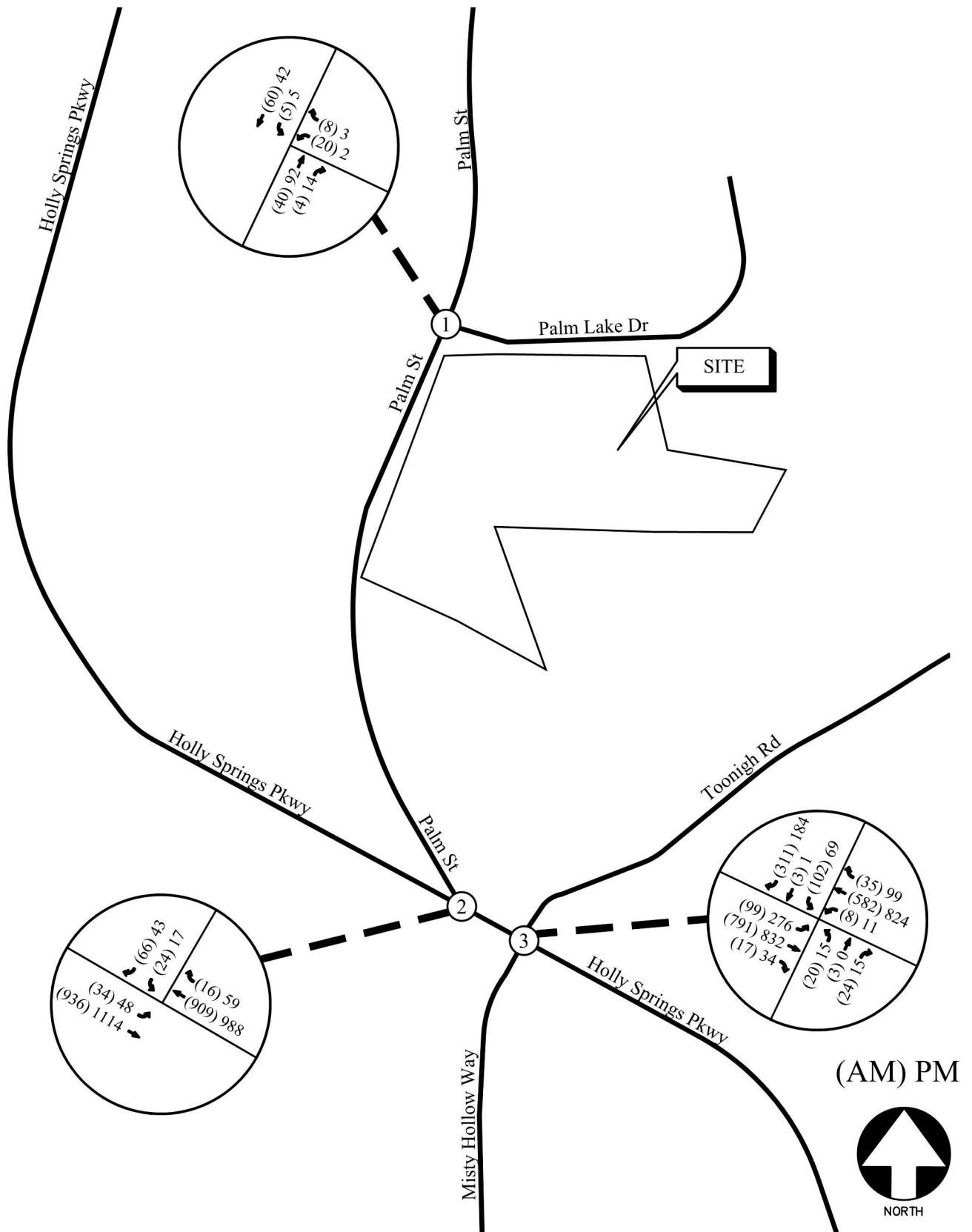
The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future “No-Build” volumes consist of the adjusted existing traffic volumes (Figure 3) plus increases for annual growth of through traffic.

6.1.1 Annual Traffic Growth

To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the adjusted existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years revealed growth of approximately 2% in the area. This growth factor was applied to the adjusted existing traffic volumes (Figure 3) between collector and arterial roadways in order to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting Future “No-Build” volumes on the roadway are shown in Figure 7.

6.2 Future “Build” Conditions

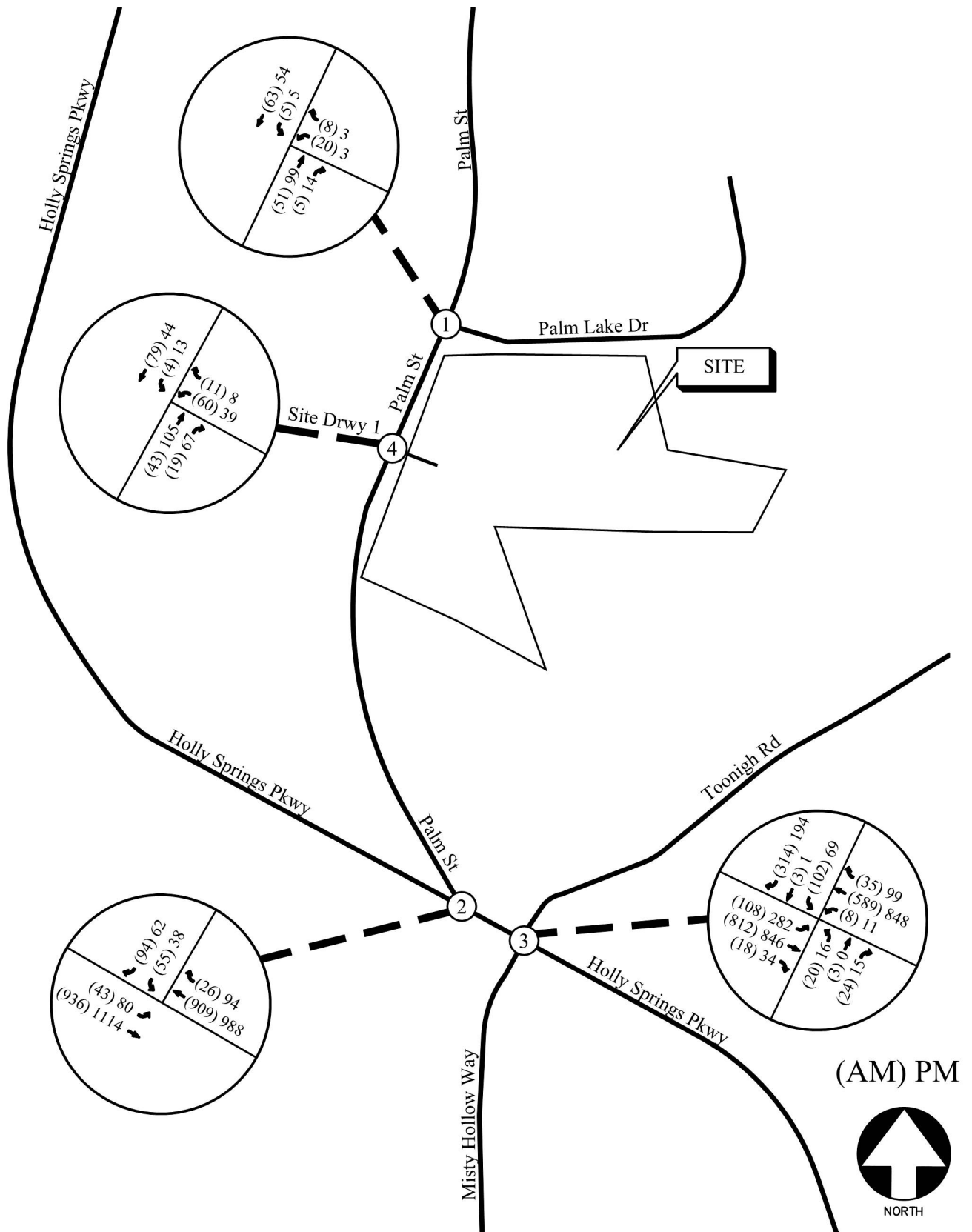
The “Build” or development conditions include the estimated background traffic from the “No-Build” conditions plus the added traffic from the proposed development. In order to evaluate future traffic operations in this area, the additional traffic volumes from the site (Figure 6) were added to base traffic volumes (Figure 7) to calculate the future traffic volumes after the construction of the development. These total future “Build” traffic volumes are shown in Figure 8.



FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 7

A&R Engineering Inc.



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 8

A&R Engineering Inc.

6.2.1 Site Access Configuration

The following access configuration was utilized when modeling the proposed site driveway intersection:

- Site Driveway: Full-access driveway on Palm Street
 - This driveway is proposed to consist of one entering and one exiting lanes. The westbound (driveway) approach is proposed to have a shared left / right-turn lane for exiting traffic.
 - The intersection is proposed to be un-signalized with a STOP sign on the westbound approach.
 - Entering left-turn movements are proposed to be made from the southbound through lane. No left turn lane is warranted per GDOT standards (See Section 6.3.1).
 - A deceleration lane is warranted for entering traffic based on GDOT standards (See Section 6.3.2).



6.3 Auxiliary Lane Analysis

Included below are analyses for left-turn lanes and deceleration lanes for all site driveways per GDOT standards. The analysis is based off the assumption that the average annual daily traffic (ADT) count on Palm Street is assumed to be less than 6,000 vehicles per day based on the surrounding roadway ADT's. The analyses below are based off the trip distribution included in Section 5.2. According to the trip distribution, the 24-hour two-way volume is 1,286 vehicles entering and exiting the site.

6.3.1 Left Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 25 mph, the daily site generated traffic left-turn movements threshold to warrant a left-turn lane is 300 left-turning vehicles a day. The projected left-turn volumes per day for each driveway is included below.

TABLE 5 - GDOT REQUIREMENTS FOR LEFT TURN LANES				
Intersection	Left-turn traffic (% total entering)	Left-turn Volume (veh/day)	Roadway Speed/ # lanes	GDOT Threshold (veh/day)
Palm Street at Site Driveway	16%	103 (total trips) $\div 2 \times 0.16 =$ left turning vehicles (1286) $\div 2 \times 0.16 = 103$	25 mph / 2 lane	300

Since the projected number of left-turning vehicles do not exceed the threshold of 300 vehicles, a left-turn lane is not warranted at the site driveway per GDOT standards.

6.3.2 Deceleration Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 25 mph, the daily site generated traffic right-turn movements threshold to warrant a deceleration lane is 200 right turning vehicles a day. The projected right-turn volumes per day for each driveway is included below.

TABLE 6 - GDOT REQUIREMENTS FOR DECELERATION LANES				
Intersection	Right-turn traffic (% total entering)	Right-turn Volume (veh/day)	Roadway Speed/ # lanes	GDOT Threshold (veh/day)
Palm Street at Site Driveway	84%	540 (total trips) $\div 2 \times 0.84 =$ right turning vehicles (1286) $\div 2 \times 0.84 = 540$	25 mph / 2 lane	200

Since the projected number of right turning vehicles exceeds the threshold of 200 right turning vehicles, a deceleration lane is warranted at the site driveway per GDOT standards.

6.4 Future Traffic Operations

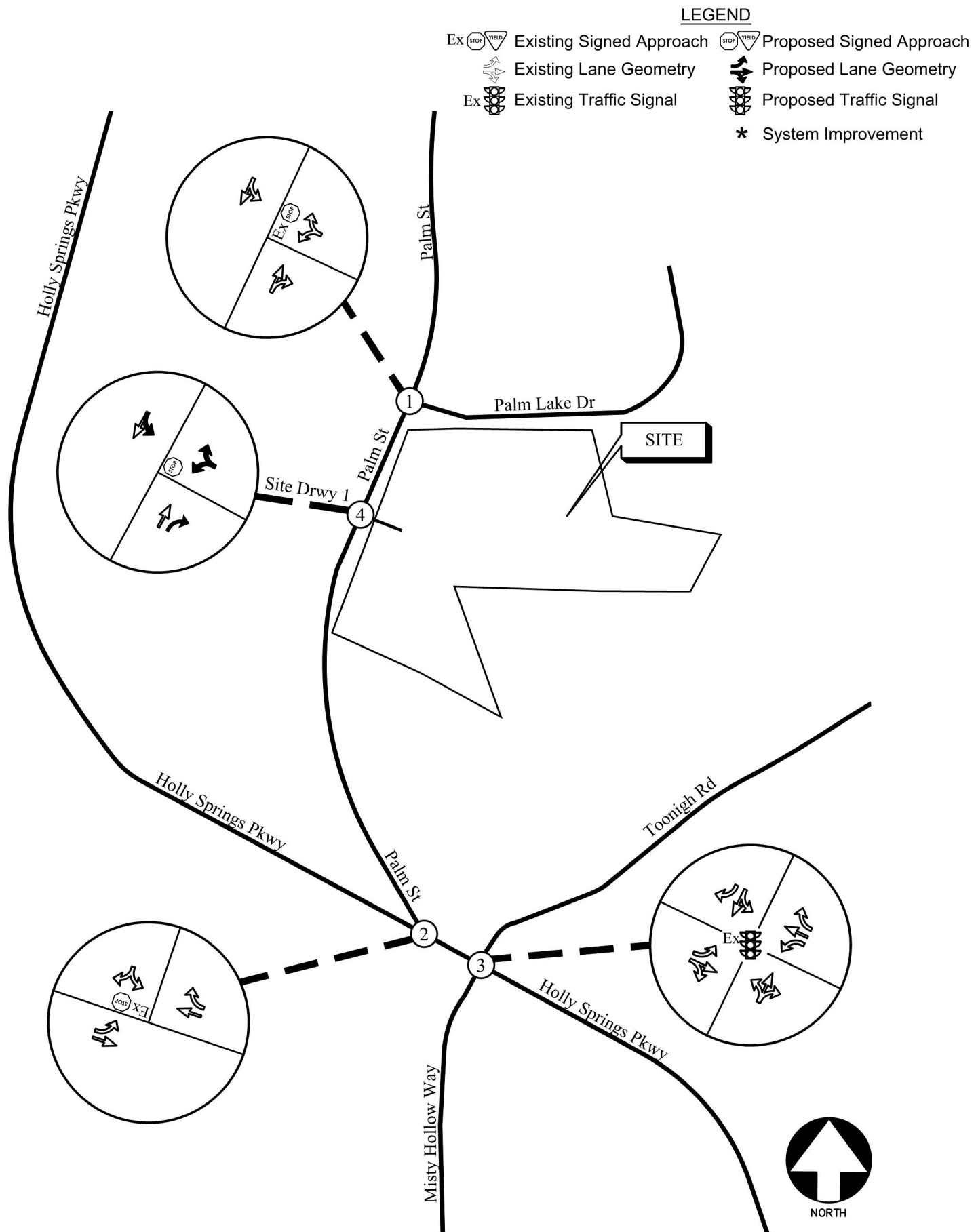
The future “No-Build” and “Build” traffic operations were analyzed using the volumes in Figure 7 and Figure 8, respectively. The results of the future traffic operations analysis are shown in Table 7.

TABLE 7 – FUTURE INTERSECTION OPERATIONS					
Intersection		Future Condition: LOS (Delay)			
		NO-BUILD		BUILD*	
		AM Peak	PM Peak	AM Peak	PM Peak
1	<u>Palm St @ Palm Lake Dr</u>				
	-Westbound Approach	A (9.1)	A (9.0)	A (9.2)	A (9.2)
	-Southbound Left	A (7.3)	A (7.4)	A (7.3)	A (9.2)
2	<u>Holly Springs Pkwy @ Palm St</u>				
	-Southbound Approach	F (71.3)	F (75.7)	F (296.0)	F (296.6)
	-Eastbound Left	B (10.4)	B (10.7)	B (10.5)	B (11.0)
3	<u>Holly Springs Pkwy @ Toonigh Road / Misty Hollow Way</u>	<u>B (12.7)</u>	<u>A (9.7)</u>	<u>B (12.8)</u>	<u>B (10.0)</u>
	-Eastbound Approach	A (7.1)	A (5.6)	A (7.4)	A (5.8)
	-Westbound Approach	A (9.0)	A (8.8)	A (9.1)	A (9.4)
	-Northbound Approach	E (56.8)	E (61.2)	E (56.8)	E (61.3)
	-Southbound Approach	E (62.4)	E (64.8)	E (62.4)	E (64.9)
4	<u>Palm St @ Site Drwy</u>				
	-Westbound Approach	-	-	A (9.5)	A (9.7)
	-Southbound Left			A (7.4)	A (7.6)

*Build Scenario includes deceleration lane at driveway

In the existing condition (Table 3), the southbound approach at the intersection of Holly Springs Parkway at Palm Street is operating at an overall level-of-service “F” in both the AM and PM peak hours. After accounting for growth of background traffic (“No-Build” Scenario), the southbound approach will continue to operate at level-of-service “F” in both the AM and PM peak hours. After the addition of site generated traffic (“Build” Scenario), the southbound approach will continue to operate at level-of-service “F” in both the AM and PM peak hours. It is not unusual for minor side streets that are stop sign controlled on a highway to experience level-of-service of “F” due to the time gap required for a vehicle to make a turning movement. Traffic signal warrants do not appear to be satisfied; therefore, traffic signal installation is not warranted at this time.

The “Build” scenario was modeled to include a deceleration lane for entering movements at the proposed driveway on Palm Street as warranted per GDOT standards (see Section 6.3). Recommendations on traffic control and lane geometry are shown graphically in Figure 9.



FUTURE TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 9
A&R Engineering Inc.

6.4.1 Recommended System Improvements

The intersection of Holly Springs Parkway and Palm Street creates an acute angle on the southbound approach as shown in the aerial below. For vehicles making a right turn from Toonigh Road onto Holly Springs Road, there is only 80 feet of distance shown by the existing skip line for vehicles to find a gap in traffic on Holly Springs Parkway to change lanes to continue westbound on Holly Springs Parkway. Similarly, for vehicles who are going westbound on Holly Springs Parkway and need to turn right onto Palm Street have minimal distance to find a gap in traffic coming from Toonigh Road and change lanes. The available 80 feet is a short distance to allow both movements to be weaving in and out in a safe manner.



The concept sketch included as Figure 10 (next page) shows the proposed system improvement that addresses these two concerns. The proposed improvement improves the angle of the intersection and shifts the intersection to the northwest and will require acquisition of property. The dash-dotted line in Figure 10 shows the existing right of way line and proposed right of way. Given the large number of right turn volumes, a channelized right turn lane is recommended in the system improvement. The proposed improvement would also increase the distance of weave length and improve safety conditions in the vicinity of the intersection.



Figure 10 –
Concept
Sketch of
System
Improvement

7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the added traffic from the proposed 126-unit single-family residential development located in the southeast corner of the intersection of Palm Street and Palm Lake Drive in City of Holly Springs, Georgia.

The proposed development has one full access driveway on Palm Street. It is recommended that the driveway approach is stop sign controlled and has one entering and exiting lane (shared left turn/right turn lane). A deceleration lane is warranted at the site driveway per GDOT standards. It is recommended that the right turn lane be constructed at the site driveway if feasible within the existing right of way.

For roadways with a speed limit of 25 mph per AASHTO standards, a sight distance of 280 ft. is required looking to the north and 240 ft. is required looking to the south. The exact location of the driveway should be such that adequate sight distance is available in both directions. This sight distance availability should be confirmed via sight distance profiles as part of driveway design.

Existing and future operations after completion of the project were analyzed at the intersections of:

1. Palm Street at Palm Lake Drive
2. Holly Springs Parkway at Palm Street
3. Holly Springs Parkway at Toonigh Road / Misty Hollow Way

The analysis included the evaluation of Future operations for “No-Build” and “Build” conditions, both of which account for increases in annual growth of traffic. The traffic counts were adjusted using historic GDOT data to determine an appropriate adjustment factor to increase volumes by to account for irregular traffic patterns due to the COVID-19 pandemic. The results of the analysis in the existing conditions indicated that all approaches at the study intersections are operating at an acceptable level of service, except the intersection of Holly Springs Parkway and Palm Street. In the existing condition, the southbound approach at the intersection of Holly Springs Parkway and Palm Street is operating at level-of-service “F” in the AM and PM peak hours. After the addition of background traffic growth (“No-Build” scenario) and site generated traffic (“Build” scenario), the southbound approach at this intersection will continue to operate at level-of-service “F” in both the AM and PM peak hours. It is not unusual for minor side streets that are stop sign controlled to experience long delays due to the time gap required for a vehicle to make a turning movement. At this time, the traffic volumes at the intersection of Holly Springs Parkway and Palm Street do not appear to satisfy traffic signal warrants. Long term system improvements to improve the safety at the intersection of Holly Springs Parkway and Palm Street are discussed in Section 6.4.1.

Appendix

Existing Intersection Traffic Counts	
Linear Regression of Daily Traffic.....	
Existing Intersection Analysis.....	
Future “No-Build” Intersection Analysis	
Future “Build” Intersection Analysis (With Improvements)	
Traffic Volume Worksheets	

EXISTING INTERSECTION TRAFFIC COUNTS

A & R Engineering, In

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data
Palm St @ Palm Lake Dr
7-9 am | 4-6 pm

File Name : 20210001
Site Code : 20210001
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars,Buses & Trucks

	Palm St Northbound				Palm St Southbound				Eastbound				Palm Lake Dr Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	4	0	4	0	22	0	22	0	0	0	0	8	0	2	10	36
07:15 AM	0	2	0	2	2	12	0	14	0	0	0	0	0	0	3	3	19
07:30 AM	0	8	1	9	1	10	0	11	0	0	0	0	3	0	1	4	24
07:45 AM	0	2	1	3	1	11	0	12	0	0	0	0	4	0	0	4	19
Total	0	16	2	18	4	55	0	59	0	0	0	0	15	0	6	21	98
08:00 AM	0	12	1	13	1	12	0	13	0	0	0	0	4	0	2	6	32
08:15 AM	0	8	0	8	1	13	0	14	0	0	0	0	4	0	3	7	29
08:30 AM	0	8	1	9	0	8	0	8	0	0	0	0	1	0	0	1	18
08:45 AM	0	5	0	5	0	10	0	10	0	0	0	0	2	0	0	2	17
Total	0	33	2	35	2	43	0	45	0	0	0	0	11	0	5	16	96
*** BREAK ***																	
04:00 PM	0	10	4	14	0	4	0	4	0	0	0	0	2	0	0	2	20
04:15 PM	0	18	2	20	0	5	0	5	0	0	0	0	2	0	0	2	27
04:30 PM	0	12	4	16	1	7	0	8	0	0	0	0	4	0	1	5	29
04:45 PM	0	21	3	24	0	11	0	11	0	0	0	0	0	0	1	1	36
Total	0	61	13	74	1	27	0	28	0	0	0	0	8	0	2	10	112
05:00 PM	0	22	3	25	3	8	0	11	0	0	0	0	0	0	1	1	37
05:15 PM	0	20	4	24	0	9	0	9	0	0	0	0	0	0	0	0	33
05:30 PM	0	21	2	23	2	10	0	12	0	0	0	0	2	0	1	3	38
05:45 PM	0	15	3	18	1	11	0	12	0	0	0	0	1	0	1	2	32
Total	0	78	12	90	6	38	0	44	0	0	0	0	3	0	3	6	140
Grand Total	0	188	29	217	13	163	0	176	0	0	0	0	37	0	16	53	446
Apprch %	0	86.6	13.4		7.4	92.6	0		0	0	0		69.8	0	30.2		
Total %	0	42.2	6.5	48.7	2.9	36.5	0	39.5	0	0	0	0	8.3	0	3.6	11.9	

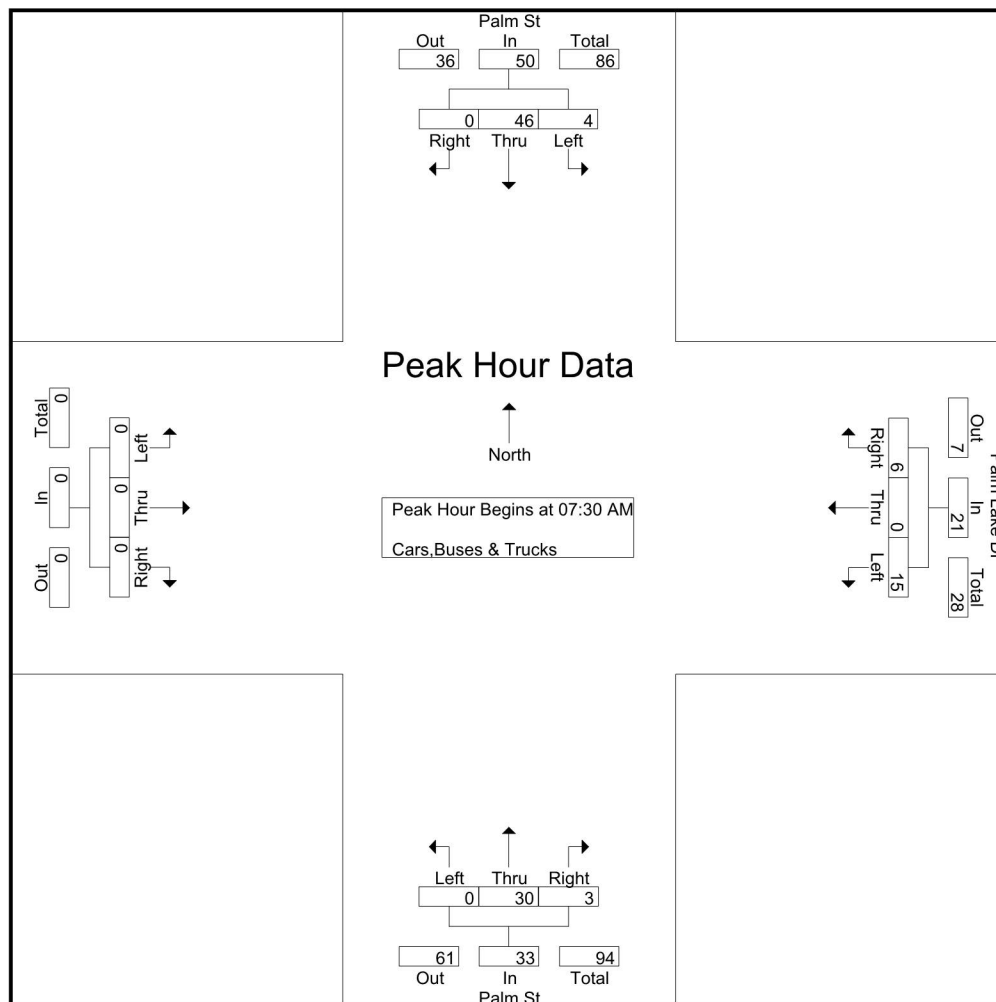
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Page No : 2

	Palm St Northbound				Palm St Southbound				Eastbound				Palm Lake Dr Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	8	1	9	1	10	0	11	0	0	0	0	3	0	1	4	24
07:45 AM	0	2	1	3	1	11	0	12	0	0	0	0	4	0	0	4	19
08:00 AM	0	12	1	13	1	12	0	13	0	0	0	0	4	0	2	6	32
08:15 AM	0	8	0	8	1	13	0	14	0	0	0	0	4	0	3	7	29
Total Volume	0	30	3	33	4	46	0	50	0	0	0	0	15	0	6	21	104
% App. Total	0	90.9	9.1		8	92	0		0	0	0		71.4	0	28.6		
PHF	.000	.625	.750	.635	1.00	.885	.000	.893	.000	.000	.000	.000	.938	.000	.500	.750	.813



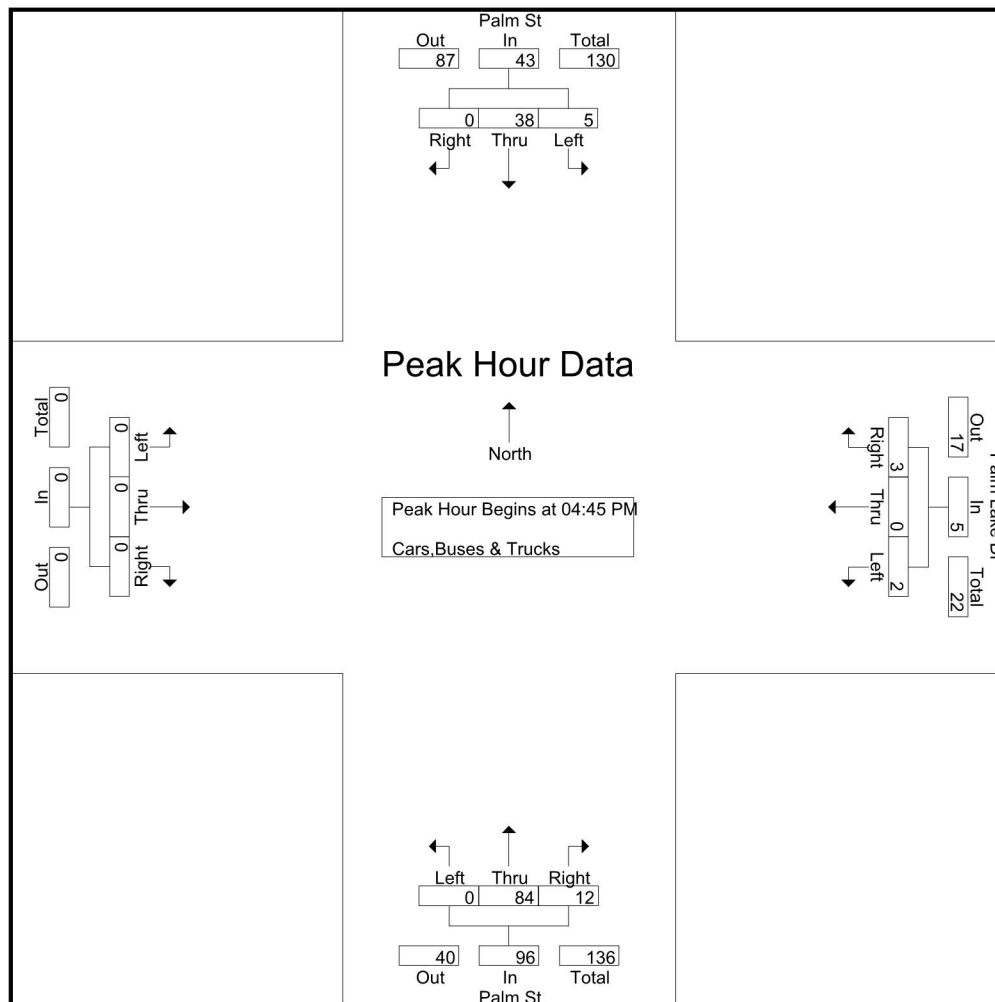
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	Palm St Northbound				Palm St Southbound				Eastbound				Palm Lake Dr Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	0	21	3	24	0	11	0	11	0	0	0	0	0	0	1	1	36
05:00 PM	0	22	3	25	3	8	0	11	0	0	0	0	0	0	1	1	37
05:15 PM	0	20	4	24	0	9	0	9	0	0	0	0	0	0	0	0	33
05:30 PM	0	21	2	23	2	10	0	12	0	0	0	0	2	0	1	3	38
Total Volume	0	84	12	96	5	38	0	43	0	0	0	0	2	0	3	5	144
% App. Total	0	87.5	12.5		11.6	88.4	0		0	0	0		40	0	60		
PHF	.000	.955	.750	.960	.417	.864	.000	.896	.000	.000	.000	.000	.250	.000	.750	.417	.947



A & R Engineering, Inc

2160 Kingston Court, Suite 'O',
Marietta, GA 30067

TMC Data
Holly Springs Pkwy @ Palm St
7-9 am | 4-6 pm

File Name : 20210002
Site Code : 20210002
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars,Buses & Trucks

	Northbound				Palm St Southbound				Holly Springs Pkwy Eastbound				Holly Springs Pkwy Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	7	0	18	25	10	119	0	129	0	159	3	162	316
07:15 AM	0	0	0	0	8	0	14	22	3	158	0	161	0	171	0	171	354
07:30 AM	0	0	0	0	4	0	10	14	7	190	0	197	0	195	2	197	408
07:45 AM	0	0	0	0	4	0	15	19	5	199	0	204	0	156	3	159	382
Total	0	0	0	0	23	0	57	80	25	666	0	691	0	681	8	689	1460
08:00 AM	0	0	0	0	7	0	13	20	7	176	0	183	0	171	6	177	380
08:15 AM	0	0	0	0	3	0	12	15	7	155	0	162	0	177	1	178	355
08:30 AM	0	0	0	0	5	0	11	16	9	141	0	150	0	164	3	167	333
08:45 AM	0	0	0	0	4	0	10	14	5	176	0	181	0	171	5	176	371
Total	0	0	0	0	19	0	46	65	28	648	0	676	0	683	15	698	1439
*** BREAK ***																	
04:00 PM	0	0	0	0	5	0	12	17	9	251	0	260	0	221	8	229	506
04:15 PM	0	0	0	0	3	0	5	8	8	228	0	236	0	204	11	215	459
04:30 PM	0	0	0	0	5	0	12	17	9	243	0	252	0	242	13	255	524
04:45 PM	0	0	0	0	5	0	11	16	8	249	0	257	0	231	15	246	519
Total	0	0	0	0	18	0	40	58	34	971	0	1005	0	898	47	945	2008
05:00 PM	0	0	0	0	3	0	9	12	14	262	0	276	0	196	17	213	501
05:15 PM	0	0	0	0	2	0	7	9	13	266	0	279	0	236	9	245	533
05:30 PM	0	0	0	0	8	0	8	16	17	242	0	259	0	238	9	247	522
05:45 PM	0	0	0	0	6	0	8	14	5	206	0	211	0	218	13	231	456
Total	0	0	0	0	19	0	32	51	49	976	0	1025	0	888	48	936	2012
Grand Total	0	0	0	0	79	0	175	254	136	3261	0	3397	0	3150	118	3268	6919
Apprch %	0	0	0		31.1	0	68.9		4	96	0		0	96.4	3.6		
Total %	0	0	0	0	1.1	0	2.5	3.7	2	47.1	0	49.1	0	45.5	1.7	47.2	

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TMC Data

Holly Springs Pkwy @ Palm St

7-9 am | 4-6 pm

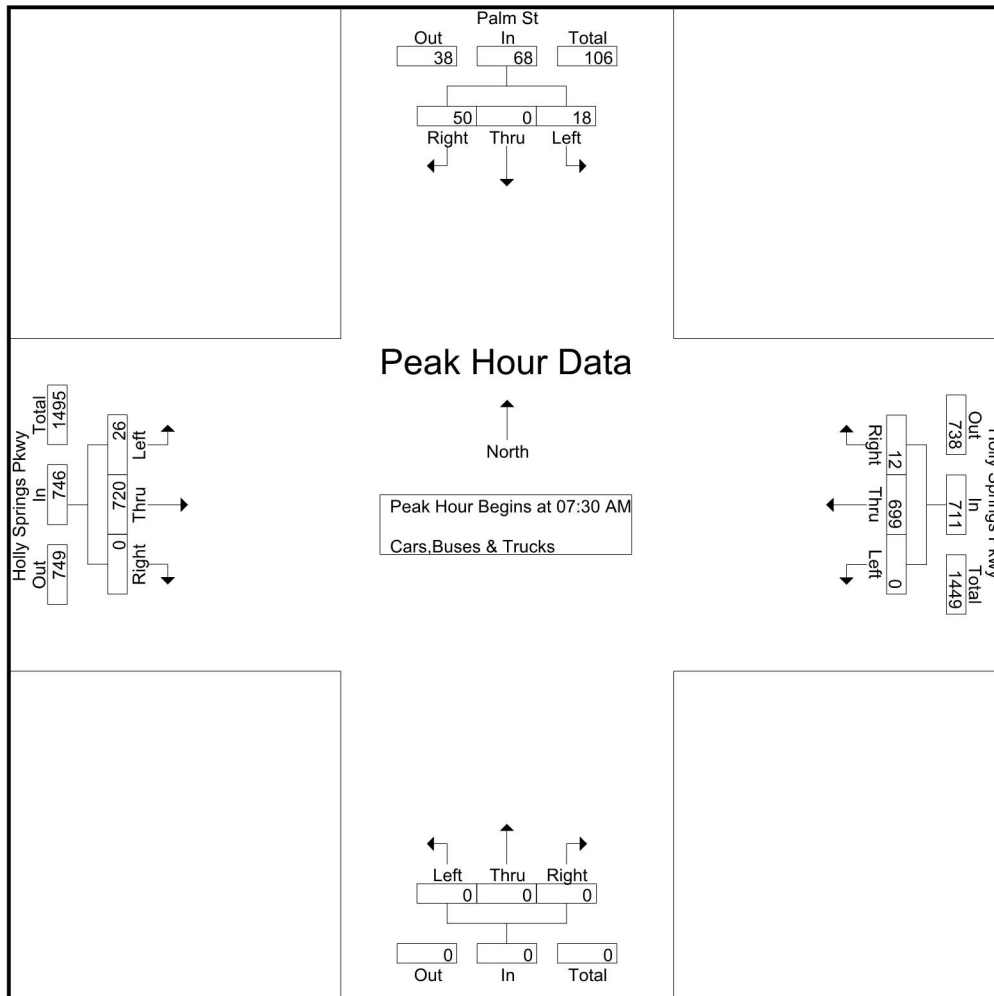
File Name : 20210002

Site Code : 20210002

Start Date : 1/7/2021

Page No : 2

	Northbound				Palm St Southbound				Holly Springs Pkwy Eastbound				Holly Springs Pkwy Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	4	0	10	14	7	190	0	197	0	195	2	197	408
07:45 AM	0	0	0	0	4	0	15	19	5	199	0	204	0	156	3	159	382
08:00 AM	0	0	0	0	7	0	13	20	7	176	0	183	0	171	6	177	380
08:15 AM	0	0	0	0	3	0	12	15	7	155	0	162	0	177	1	178	355
Total Volume	0	0	0	0	18	0	50	68	26	720	0	746	0	699	12	711	1525
% App. Total	0	0	0	0	26.5	0	73.5		3.5	96.5	0		0	98.3	1.7		
PHF	.000	.000	.000	.000	.643	.000	.833	.850	.929	.905	.000	.914	.000	.896	.500	.902	.934



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TMC Data

Holly Springs Pkwy @ Palm St

7-9 am | 4-6 pm

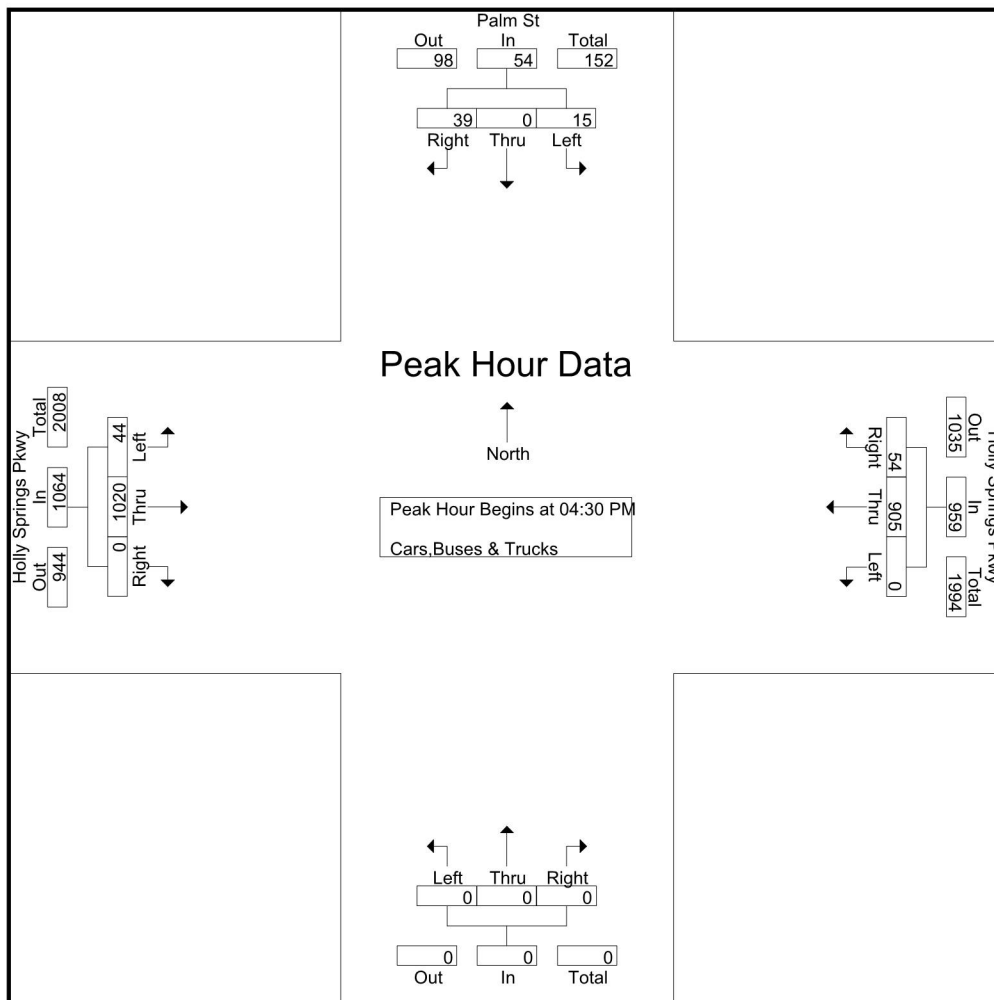
File Name : 20210002

Site Code : 20210002

Start Date : 1/7/2021

Page No : 3

	Northbound				Palm St Southbound				Holly Springs Pkwy Eastbound				Holly Springs Pkwy Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	0	0	0	0	5	0	12	17	9	243	0	252	0	242	13	255	524
04:45 PM	0	0	0	0	5	0	11	16	8	249	0	257	0	231	15	246	519
05:00 PM	0	0	0	0	3	0	9	12	14	262	0	276	0	196	17	213	501
05:15 PM	0	0	0	0	2	0	7	9	13	266	0	279	0	236	9	245	533
Total Volume	0	0	0	0	15	0	39	54	44	1020	0	1064	0	905	54	959	2077
% App. Total	0	0	0		27.8	0	72.2		4.1	95.9	0		0	94.4	5.6		
PHF	.000	.000	.000	.000	.750	.000	.813	.794	.786	.959	.000	.953	.000	.935	.794	.940	.974



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TMC Data
Holly Springs Pkwy @
Toonigh Rd-Misty Hollow Pkwy
7-9 am | 4-6 pm

File Name : 20210003
Site Code : 20210003
Start Date : 1/7/2021
Page No : 1

Groups Printed- Cars,Buses & Trucks

	Misty Hollow Way Northbound				Toonigh Rd Southbound				Holly Springs Pkwy Eastbound				Holly Springs Pkwy Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	5	0	3	8	13	2	53	68	18	114	3	135	0	105	8	113	324
07:15 AM	2	0	5	7	22	0	73	95	20	135	2	157	0	106	7	113	372
07:30 AM	3	1	5	9	16	0	67	83	18	165	6	189	3	112	8	123	404
07:45 AM	5	0	7	12	23	2	63	88	23	166	1	190	3	108	5	116	406
Total	15	1	20	36	74	4	256	334	79	580	12	671	6	431	28	465	1506
08:00 AM	5	1	1	7	17	0	36	53	15	142	4	161	0	121	7	128	349
08:15 AM	6	0	4	10	16	1	40	57	22	121	2	145	2	110	7	119	331
08:30 AM	5	0	0	5	14	0	56	70	31	110	2	143	2	131	6	139	357
08:45 AM	4	0	0	4	14	0	36	50	30	110	4	144	3	117	6	126	324
Total	20	1	5	26	61	1	168	230	98	483	12	593	7	479	26	512	1361
*** BREAK ***																	
04:00 PM	2	0	3	5	17	0	40	57	45	193	3	241	3	183	13	199	502
04:15 PM	6	1	4	11	19	2	48	69	56	174	6	236	3	155	20	178	494
04:30 PM	4	0	2	6	15	1	31	47	69	182	8	259	2	186	26	214	526
04:45 PM	0	0	4	4	17	0	43	60	62	168	5	235	4	213	24	241	540
Total	12	1	13	26	68	3	162	233	232	717	22	971	12	737	83	832	2062
05:00 PM	5	0	3	8	15	0	49	64	58	212	3	273	3	160	20	183	528
05:15 PM	4	0	4	8	16	0	46	62	63	200	15	278	1	195	20	216	564
05:30 PM	8	0	1	9	18	0	45	63	52	170	5	227	3	170	20	193	492
05:45 PM	4	0	5	9	24	0	34	58	52	162	1	215	2	174	14	190	472
Total	21	0	13	34	73	0	174	247	225	744	24	993	9	699	74	782	2056
Grand Total	68	3	51	122	276	8	760	1044	634	2524	70	3228	34	2346	211	2591	6985
Apprch %	55.7	2.5	41.8		26.4	0.8	72.8		19.6	78.2	2.2		1.3	90.5	8.1		
Total %	1	0	0.7	1.7	4	0.1	10.9	14.9	9.1	36.1	1	46.2	0.5	33.6	3	37.1	

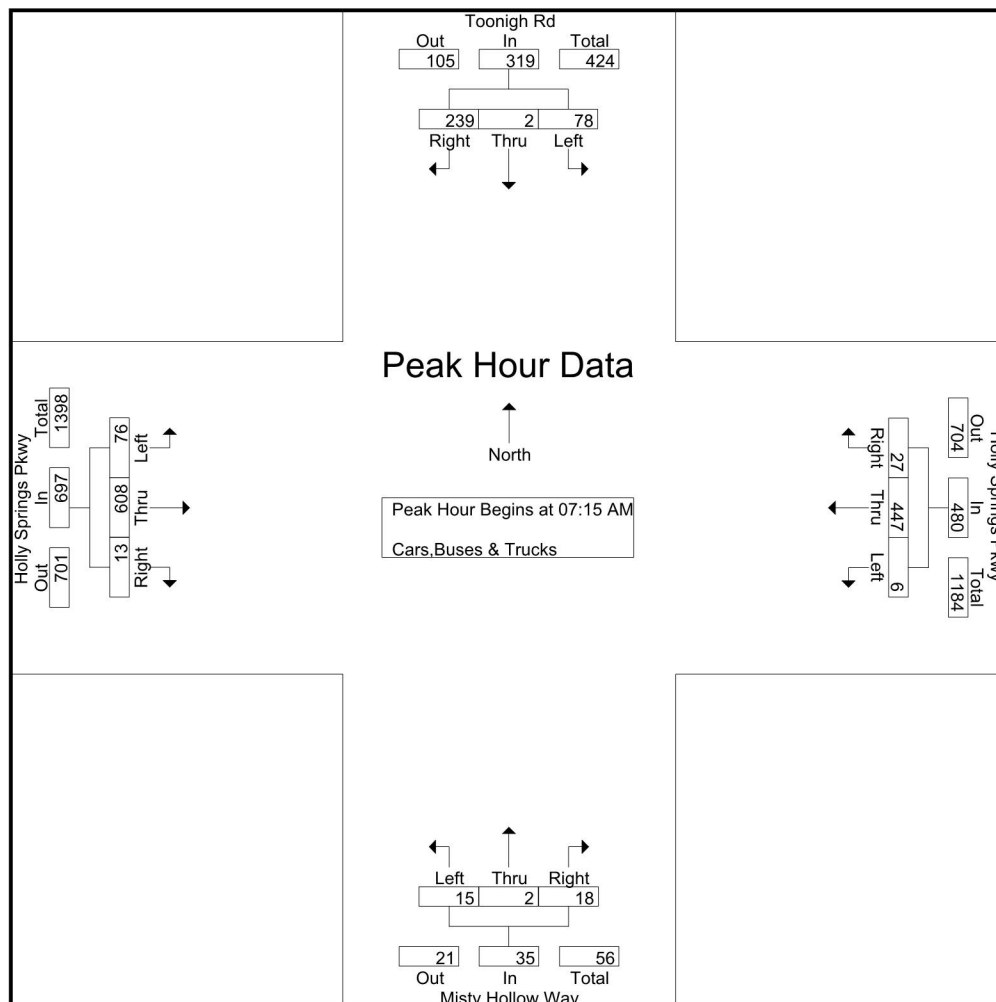
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TMC Data
Holly Springs Pkwy @
Toonigh Rd-Misty Hollow Pkwy
7-9 am | 4-6 pm

File Name : 20210003
Site Code : 20210003
Start Date : 1/7/2021
Page No : 2

	Misty Hollow Way Northbound				Toonigh Rd Southbound				Holly Springs Pkwy Eastbound				Holly Springs Pkwy Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	2	0	5	7	22	0	73	95	20	135	2	157	0	106	7	113	372
07:30 AM	3	1	5	9	16	0	67	83	18	165	6	189	3	112	8	123	404
07:45 AM	5	0	7	12	23	2	63	88	23	166	1	190	3	108	5	116	406
08:00 AM	5	1	1	7	17	0	36	53	15	142	4	161	0	121	7	128	349
Total Volume	15	2	18	35	78	2	239	319	76	608	13	697	6	447	27	480	1531
% App. Total	42.9	5.7	51.4		24.5	0.6	74.9		10.9	87.2	1.9		1.2	93.1	5.6		
PHF	.750	.500	.643	.729	.848	.250	.818	.839	.826	.916	.542	.917	.500	.924	.844	.938	.943



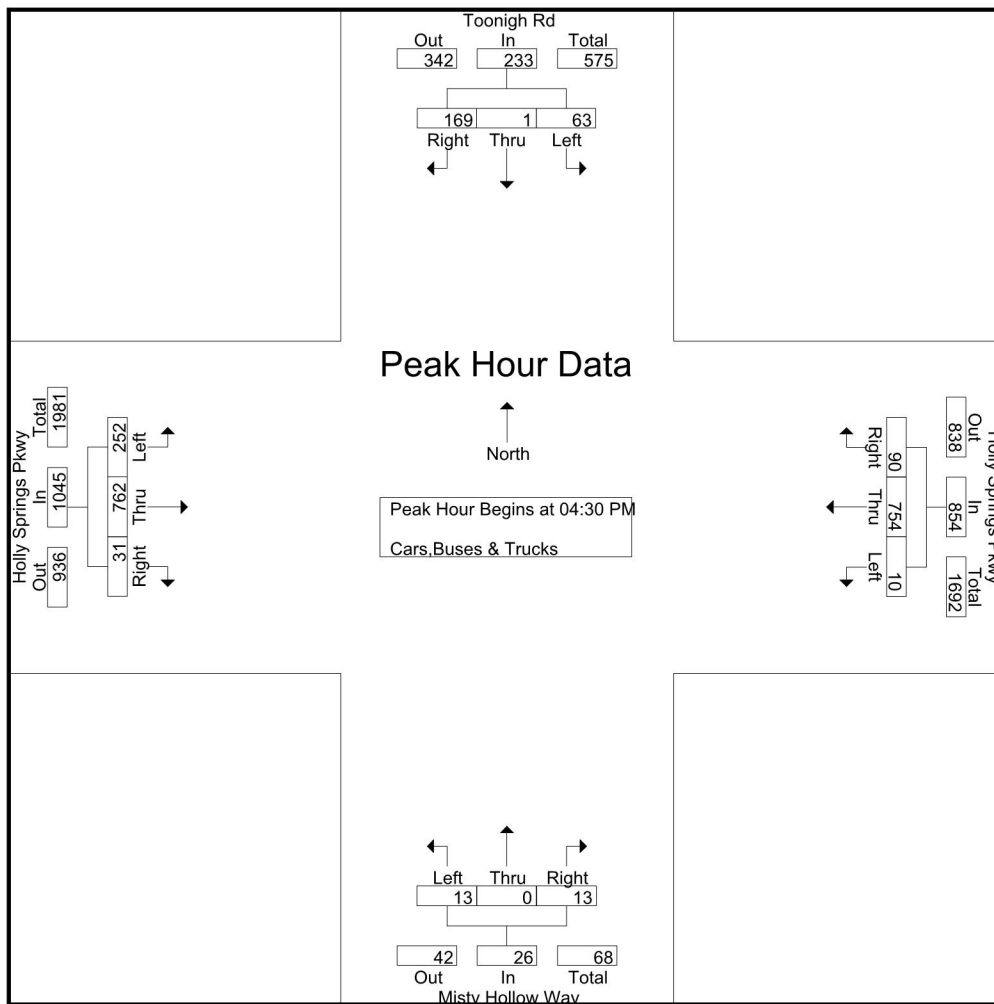
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TMC Data
Holly Springs Pkwy @
Toonigh Rd-Misty Hollow Pkwy
7-9 am | 4-6 pm

File Name : 20210003
Site Code : 20210003
Start Date : 1/7/2021
Page No : 3

	Misty Hollow Way Northbound				Toonigh Rd Southbound				Holly Springs Pkwy Eastbound				Holly Springs Pkwy Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	4	0	2	6	15	1	31	47	69	182	8	259	2	186	26	214	526
04:45 PM	0	0	4	4	17	0	43	60	62	168	5	235	4	213	24	241	540
05:00 PM	5	0	3	8	15	0	49	64	58	212	3	273	3	160	20	183	528
05:15 PM	4	0	4	8	16	0	46	62	63	200	15	278	1	195	20	216	564
Total Volume	13	0	13	26	63	1	169	233	252	762	31	1045	10	754	90	854	2158
% App. Total	50	0	50		27	0.4	72.5		24.1	72.9	3		1.2	88.3	10.5		
PHF	.650	.000	.813	.813	.926	.250	.862	.910	.913	.899	.517	.940	.625	.885	.865	.886	.957



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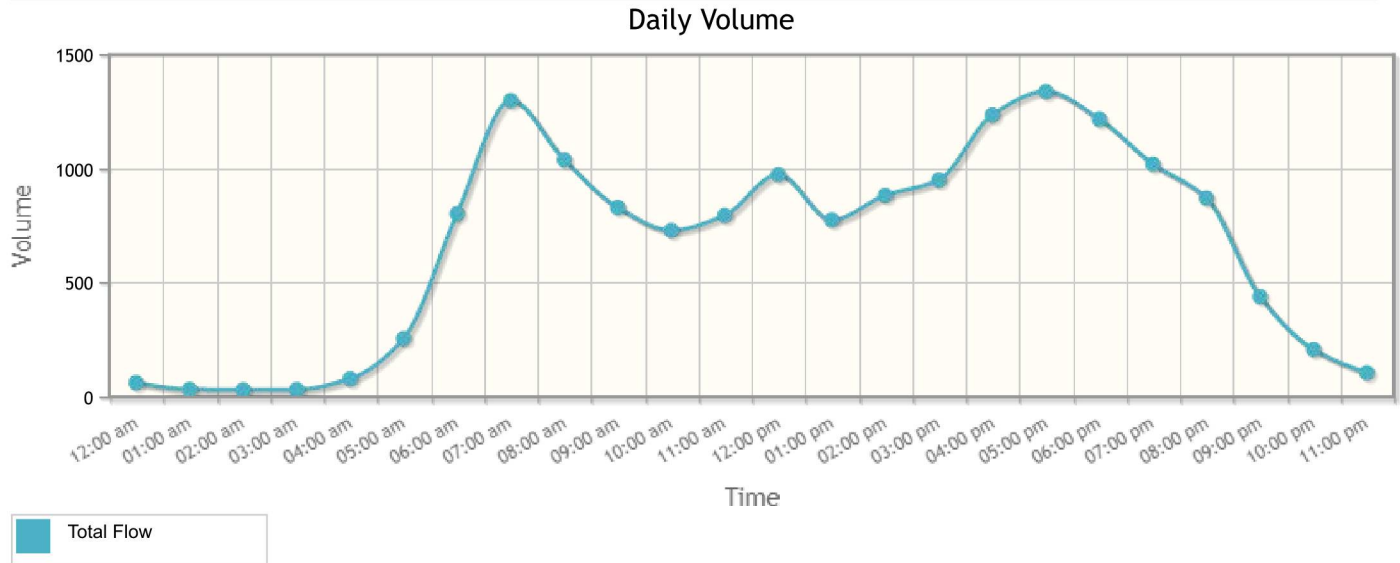
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Marietta, GA 30067

Page 1

24-Hr Bi-Directional Volume Count on
Holly Springs Pkwy s/o Riverside Pkwy
Site Code: 20200121
Date Start: 07-Jan-21
Date End: 07-Jan-21

Start Time	07-Jan-21 Thu	NB	SB	Total
12:00 AM		15	22	37
01:00		12	12	24
02:00		7	12	19
03:00		7	15	22
04:00		24	46	70
05:00		79	104	183
06:00		149	381	530
07:00		390	723	1113
08:00		489	638	1127
09:00		451	458	909
10:00		388	441	829
11:00		468	469	937
12:00 PM		563	600	1163
01:00		638	537	1175
02:00		548	515	1063
03:00		639	575	1214
04:00		804	585	1389
05:00		815	642	1457
06:00		637	545	1182
07:00		378	361	739
08:00		237	248	485
09:00		156	147	303
10:00		93	88	181
11:00		24	10	34
Total		8011	8174	16185
Percent		49.5%	50.5%	
AM Peak	-	08:00	07:00	-
Vol.	-	489	723	-
PM Peak	-	17:00	17:00	-
Vol.	-	815	642	-
Grand Total		8011	8174	16185
Percent		49.5%	50.5%	
ADT	ADT 16,185		AADT 16,185	

Daily Volume Report 057-0012 Wednesday, September 6, 2017



Site Name: 057-0012 Site ID: 0000057_0012 Description: CRT 076500 R

All Lanes Time Period: 1 hour Bins: Total Exclude data: None

Total Flow

12:00 am	58
01:00 am	29
02:00 am	27
03:00 am	28
04:00 am	75
05:00 am	252
06:00 am	800
07:00 am	1296
08:00 am	1036
09:00 am	827
10:00 am	726
11:00 am	792
12:00 pm	971
01:00 pm	772
02:00 pm	880
03:00 pm	947
04:00 pm	1233
05:00 pm	1335
06:00 pm	1214
07:00 pm	1017
08:00 pm	868
09:00 pm	436
10:00 pm	204
11:00 pm	101
7am-7pm	12029
6am-10pm	15150
6am-12am	15455
12am-12am	15924
am Peak	07:00 am
Peak Volume	1296
pm Peak	05:00 pm
Peak Volume	1335

Event key: ■ QC failure ■ Atypical (QC) ■ Events ■ Special ■ Holiday ■ Offline
■ Weekends and defined holidays

Notes on data:

Averages are calculated as the simple average of values across the period.

Holidays & Events:

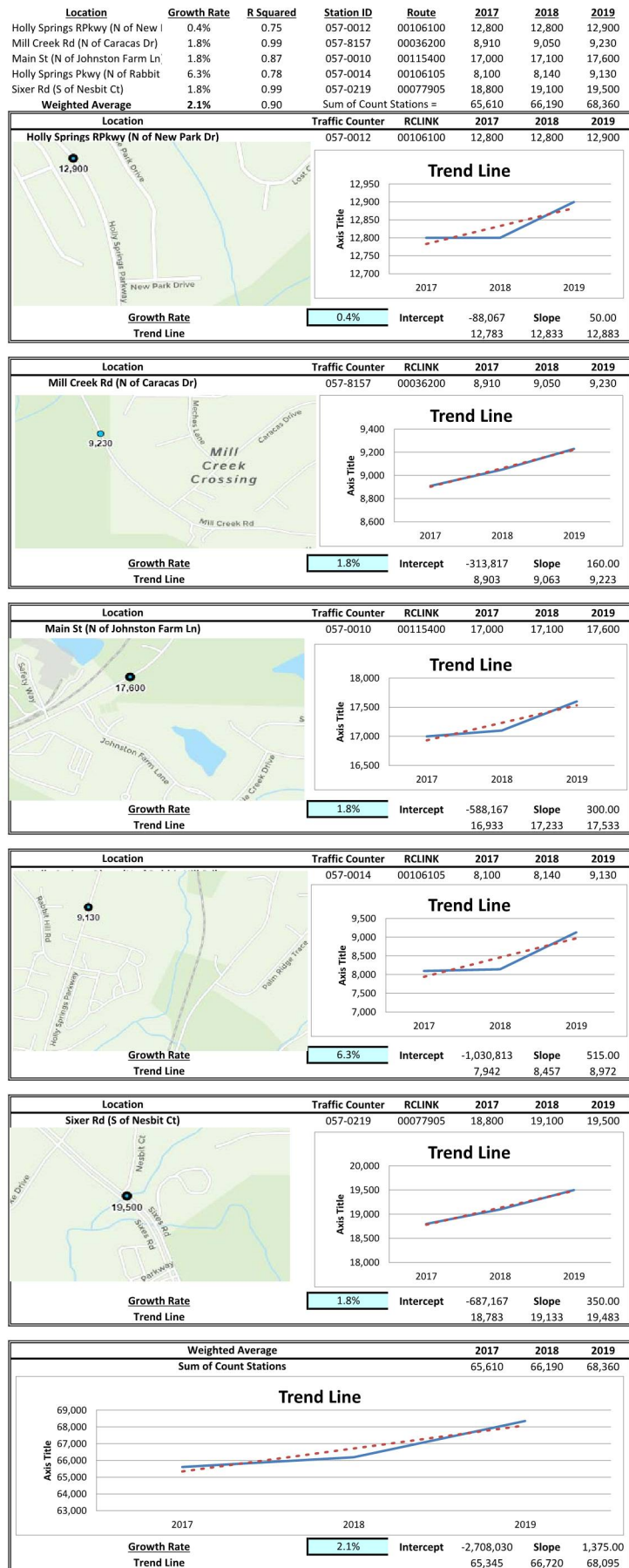
None

Data prepared by Drakewell US 01N - Nevada January 7, 2021 11:01:07 PM.

C2-Cloud Traffic Data ©2003-2020 Drakewell Ltd.

Version 20.12.14.080731

LINEAR REGRESSION OF DAILY TRAFFIC



EXISTING INTERSECTION ANALYSIS

Intersection						
Int Delay, s/veh	2.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	8	38	4	5	58
Future Vol, veh/h	19	8	38	4	5	58
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	9	40	4	5	62

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	114	42	0	0	44	0
Stage 1	42	-	-	-	-	-
Stage 2	72	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	882	1029	-	-	1564	-
Stage 1	980	-	-	-	-	-
Stage 2	951	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	879	1029	-	-	1564	-
Mov Cap-2 Maneuver	879	-	-	-	-	-
Stage 1	980	-	-	-	-	-
Stage 2	948	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	0.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT
Capacity (veh/h)	-	-	919	1564
HCM Lane V/C Ratio	-	-	0.031	0.003
HCM Control Delay (s)	-	-	9	7.3
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	33	900	874	15	23	63
Future Vol, veh/h	33	900	874	15	23	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	0	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	968	940	16	25	68

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	940	0	0 1978 940
Stage 1	-	-	- 940 -
Stage 2	-	-	- 1038 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	729	-	- 68 320
Stage 1	-	-	- 380 -
Stage 2	-	-	- 341 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	729	-	- 65 320
Mov Cap-2 Maneuver	-	-	- 65 -
Stage 1	-	-	- 362 -
Stage 2	-	-	- 341 -

Approach	EB	WB	SB
HCM Control Delay, s	0.4	0	57.1
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	729	-	-	-	156
HCM Lane V/C Ratio	0.049	-	-	-	0.593
HCM Control Delay (s)	10.2	-	-	-	57.1
HCM Lane LOS	B	-	-	-	F
HCM 95th %tile Q(veh)	0.2	-	-	-	3.1

HCM 6th Signalized Intersection Summary
3: Mist Hollow Way/Toonigh Rd & Holly Springs Pkwy

Existing AM
01/13/2021

																																		
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR																						
Lane Configurations																																		
Traffic Volume (veh/h)	95	760	16	8	559	34	19	3	23	98	3	299																						
Future Volume (veh/h)	95	760	16	8	559	34	19	3	23	98	3	299																						
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0																						
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00																						
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00																						
Work Zone On Approach	No			No			No			No																								
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870																						
Adj Flow Rate, veh/h	117	938	20	10	690	0	23	4	28	121	4	0																						
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81																						
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2																						
Cap, veh/h	564	1496	32	422	1389		96	27	88	195	5																							
Arrive On Green	0.04	0.82	0.82	0.74	0.74	0.00	0.10	0.10	0.10	0.10	0.10	0.00																						
Sat Flow, veh/h	1781	1824	39	586	1870	1585	587	273	892	1448	48	1585																						
Grp Volume(v), veh/h	117	0	958	10	690	0	55	0	0	125	0	0																						
Grp Sat Flow(s),veh/h/ln	1781	0	1863	586	1870	1585	1752	0	0	1496	0	1585																						
Q Serve(g_s), s	2.0	0.0	25.7	0.9	20.3	0.0	0.0	0.0	0.0	7.0	0.0	0.0																						
Cycle Q Clear(g_c), s	2.0	0.0	25.7	16.2	20.3	0.0	3.9	0.0	0.0	10.9	0.0	0.0																						
Prop In Lane	1.00		0.02	1.00		1.00	0.42		0.51	0.97		1.00																						
Lane Grp Cap(c), veh/h	564	0	1528	422	1389		211	0	0	200	0																							
V/C Ratio(X)	0.21	0.00	0.63	0.02	0.50		0.26	0.00	0.00	0.62	0.00																							
Avail Cap(c_a), veh/h	625	0	1528	422	1389		670	0	0	619	0																							
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00																						
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00																						
Uniform Delay (d), s/veh	5.3	0.0	4.5	9.4	7.1	0.0	56.6	0.0	0.0	59.5	0.0	0.0																						
Incr Delay (d2), s/veh	0.2	0.0	2.0	0.1	1.3	0.0	0.7	0.0	0.0	3.2	0.0	0.0																						
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																						
%ile BackOfQ(50%),veh/ln	0.5	0.0	7.2	0.1	7.2	0.0	1.8	0.0	0.0	4.4	0.0	0.0																						
Unsig. Movement Delay, s/veh																																		
LnGrp Delay(d),s/veh	5.4	0.0	6.5	9.5	8.4	0.0	57.3	0.0	0.0	62.6	0.0	0.0																						
LnGrp LOS	A	A	A	A	A		E	A	A	E	A																							
Approach Vol, veh/h	1075				700		A	55		125			A																					
Approach Delay, s/veh	6.4				8.4			57.3		62.6																								
Approach LOS	A				A			E		E																								
Timer - Assigned Phs	2			4		5	6	8																										
Phs Duration (G+Y+Rc), s	116.2			18.8		10.4	105.7	18.8																										
Change Period (Y+Rc), s	5.5			5.5		5.5	5.5	5.5																										
Max Green Setting (Gmax), s	55.0			54.0		9.5	55.0	54.0																										
Max Q Clear Time (g_c+1), s	27.7			12.9		4.0	22.3	5.9																										
Green Ext Time (p_c), s	23.2			0.4		0.1	20.2	0.2																										
Intersection Summary																																		
HCM 6th Ctrl Delay	12.1																																	
HCM 6th LOS	B																																	
Notes																																		
Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.																																		

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	3	88	13	5	40
Future Vol, veh/h	2	3	88	13	5	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	3	92	14	5	42

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	151	99	0	0	106	0
Stage 1	99	-	-	-	-	-
Stage 2	52	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	841	957	-	-	1485	-
Stage 1	925	-	-	-	-	-
Stage 2	970	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	838	957	-	-	1485	-
Mov Cap-2 Maneuver	838	-	-	-	-	-
Stage 1	925	-	-	-	-	-
Stage 2	967	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	0.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT
Capacity (veh/h)	-	-	906	1485
HCM Lane V/C Ratio	-	-	0.006	0.004
HCM Control Delay (s)	-	-	9	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	46	1071	950	57	16	41
Future Vol, veh/h	46	1071	950	57	16	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	0	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	47	1104	979	59	16	42
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	979	0	-	0	2177	979
Stage 1	-	-	-	-	979	-
Stage 2	-	-	-	-	1198	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	705	-	-	-	51	303
Stage 1	-	-	-	-	364	-
Stage 2	-	-	-	-	286	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	705	-	-	-	48	303
Mov Cap-2 Maneuver	-	-	-	-	48	-
Stage 1	-	-	-	-	340	-
Stage 2	-	-	-	-	286	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.4	0		59.3		
HCM LOS				F		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	705	-	-	-	122	
HCM Lane V/C Ratio	0.067	-	-	-	0.482	
HCM Control Delay (s)	10.5	-	-	-	59.3	
HCM Lane LOS	B	-	-	-	F	
HCM 95th %tile Q(veh)	0.2	-	-	-	2.2	

HCM 6th Signalized Intersection Summary

3: Mist Hollow Way/Toonigh Rd & Holly Springs Pkwy

Existing PM
01/13/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	265	800	33	11	792	95	14	0	14	66	1	177
Future Volume (veh/h)	265	800	33	11	792	95	14	0	14	66	1	177
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	279	842	35	12	834	0	15	0	15	69	1	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	524	1531	64	517	1440		79	12	51	142	1	
Arrive On Green	0.05	0.86	0.86	0.77	0.77	0.00	0.06	0.00	0.06	0.06	0.06	0.00
Sat Flow, veh/h	1781	1783	74	632	1870	1585	658	200	858	1487	22	1585
Grp Volume(v), veh/h	279	0	877	12	834	0	30	0	0	70	0	0
Grp Sat Flow(s), veh/h/ln	1781	0	1857	632	1870	1585	1717	0	0	1509	0	1585
Q Serve(g_s), s	4.2	0.0	17.1	0.7	25.0	0.0	0.0	0.0	0.0	3.8	0.0	0.0
Cycle Q Clear(g_c), s	4.2	0.0	17.1	5.8	25.0	0.0	2.2	0.0	0.0	6.0	0.0	0.0
Prop In Lane	1.00		0.04	1.00		1.00	0.50		0.50	0.99		1.00
Lane Grp Cap(c), veh/h	524	0	1595	517	1440		142	0	0	143	0	
V/C Ratio(X)	0.53	0.00	0.55	0.02	0.58		0.21	0.00	0.00	0.49	0.00	
Avail Cap(c_a), veh/h	564	0	1595	517	1440		652	0	0	621	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	6.9	0.0	2.5	4.9	6.4	0.0	60.7	0.0	0.0	62.4	0.0	0.0
Incr Delay (d2), s/veh	0.8	0.0	1.4	0.1	1.7	0.0	0.7	0.0	0.0	2.6	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	3.5	0.1	8.3	0.0	1.0	0.0	0.0	2.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	7.8	0.0	3.9	5.0	8.1	0.0	61.5	0.0	0.0	64.9	0.0	0.0
LnGrp LOS	A	A	A	A	A		E	A	A	E	A	
Approach Vol, veh/h		1156			846	A		30			70	A
Approach Delay, s/veh		4.8			8.1			61.5			64.9	
Approach LOS		A			A			E			E	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		121.4		13.6	12.0	109.5		13.6				
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s		55.0		54.0	9.5	55.0		54.0				
Max Q Clear Time (g_c+1), s		19.1		8.0	6.2	27.0		4.2				
Green Ext Time (p_c), s		27.4		0.2	0.3	21.5		0.1				
Intersection Summary												
HCM 6th Ctrl Delay			9.0									
HCM 6th LOS			A									
Notes												
Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

**FUTURE “NO-BUILD” INTERSECTION
ANALYSIS**

Intersection						
Int Delay, s/veh	2.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	20	8	40	4	5	60
Future Vol, veh/h	20	8	40	4	5	60
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	9	43	4	5	64

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	119	45	0	0	47	0
Stage 1	45	-	-	-	-	-
Stage 2	74	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	877	1025	-	-	1560	-
Stage 1	977	-	-	-	-	-
Stage 2	949	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	874	1025	-	-	1560	-
Mov Cap-2 Maneuver	874	-	-	-	-	-
Stage 1	977	-	-	-	-	-
Stage 2	946	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.1	0	0.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT
Capacity (veh/h)	-	-	912	1560
HCM Lane V/C Ratio	-	-	0.033	0.003
HCM Control Delay (s)	-	-	9.1	7.3
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	34	936	909	16	24	66
Future Vol, veh/h	34	936	909	16	24	66
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	0	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	37	1006	977	17	26	71
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	977	0	-	0	2057	977
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	1080	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	706	-	-	-	61	304
Stage 1	-	-	-	-	365	-
Stage 2	-	-	-	-	326	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	706	-	-	-	58	304
Mov Cap-2 Maneuver	-	-	-	-	58	-
Stage 1	-	-	-	-	346	-
Stage 2	-	-	-	-	326	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.4	0		71.3		
HCM LOS	F					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	706	-	-	-	143	
HCM Lane V/C Ratio	0.052	-	-	-	0.677	
HCM Control Delay (s)	10.4	-	-	-	71.3	
HCM Lane LOS	B	-	-	-	F	
HCM 95th %tile Q(veh)	0.2	-	-	-	3.8	

HCM 6th Signalized Intersection Summary
3: Mist Hollow Way/Toonigh Rd & Holly Springs Pkwy

Future No Build AM

01/13/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	99	791	17	8	582	35	20	3	24	102	3	311
Future Volume (veh/h)	99	791	17	8	582	35	20	3	24	102	3	311
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	122	977	21	10	719	0	25	4	30	126	4	0
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	539	1486	32	393	1379		101	27	92	200	5	
Arrive On Green	0.04	0.81	0.81	0.74	0.74	0.00	0.10	0.10	0.10	0.10	0.10	0.00
Sat Flow, veh/h	1781	1824	39	564	1870	1585	606	257	892	1428	45	1585
Grp Volume(v), veh/h	122	0	998	10	719	0	59	0	0	130	0	0
Grp Sat Flow(s),veh/h/ln	1781	0	1863	564	1870	1585	1755	0	0	1473	0	1585
Q Serve(g_s), s	2.1	0.0	28.8	1.0	22.1	0.0	0.0	0.0	0.0	7.4	0.0	0.0
Cycle Q Clear(g_c), s	2.1	0.0	28.8	19.3	22.1	0.0	4.2	0.0	0.0	11.6	0.0	0.0
Prop In Lane	1.00		0.02	1.00		1.00	0.42		0.51	0.97		1.00
Lane Grp Cap(c), veh/h	539	0	1518	393	1379		220	0	0	205	0	
V/C Ratio(X)	0.23	0.00	0.66	0.03	0.52		0.27	0.00	0.00	0.63	0.00	
Avail Cap(c_a), veh/h	599	0	1518	393	1379		671	0	0	616	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	5.8	0.0	5.0	10.9	7.6	0.0	56.1	0.0	0.0	59.2	0.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	2.2	0.1	1.4	0.0	0.6	0.0	0.0	3.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	8.2	0.1	7.9	0.0	1.9	0.0	0.0	4.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	6.0	0.0	7.2	11.0	9.0	0.0	56.8	0.0	0.0	62.4	0.0	0.0
LnGrp LOS	A	A	A	B	A		E	A	A	E	A	
Approach Vol, veh/h		1120			729	A		59			130	A
Approach Delay, s/veh		7.1			9.0			56.8			62.4	
Approach LOS		A			A			E			E	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		115.5		19.5	10.4	105.1		19.5				
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s		55.0		54.0	9.5	55.0		54.0				
Max Q Clear Time (g_c+1), s		30.8		13.6	4.1	24.1		6.2				
Green Ext Time (p_c), s		21.3		0.4	0.1	20.2		0.2				
Intersection Summary												
HCM 6th Ctrl Delay				12.7								
HCM 6th LOS				B								
Notes												
Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	3	92	14	5	42
Future Vol, veh/h	2	3	92	14	5	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	3	96	15	5	44

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	158	104	0	0	111	0
Stage 1	104	-	-	-	-	-
Stage 2	54	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	833	951	-	-	1479	-
Stage 1	920	-	-	-	-	-
Stage 2	969	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	831	951	-	-	1479	-
Mov Cap-2 Maneuver	831	-	-	-	-	-
Stage 1	920	-	-	-	-	-
Stage 2	966	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	0.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT
Capacity (veh/h)	-	-	899	1479
HCM Lane V/C Ratio	-	-	0.006	0.004
HCM Control Delay (s)	-	-	9	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	48	1114	988	59	17	43
Future Vol, veh/h	48	1114	988	59	17	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	0	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	49	1148	1019	61	18	44
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	1019	0	-	0	2265	1019
Stage 1	-	-	-	-	1019	-
Stage 2	-	-	-	-	1246	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	681	-	-	-	45	288
Stage 1	-	-	-	-	348	-
Stage 2	-	-	-	-	271	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	681	-	-	-	42	288
Mov Cap-2 Maneuver	-	-	-	-	42	-
Stage 1	-	-	-	-	323	-
Stage 2	-	-	-	-	271	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.4	0		75.7		
HCM LOS				F		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	681	-	-	-	108	
HCM Lane V/C Ratio	0.073	-	-	-	0.573	
HCM Control Delay (s)	10.7	-	-	-	75.7	
HCM Lane LOS	B	-	-	-	F	
HCM 95th %tile Q(veh)	0.2	-	-	-	2.7	

HCM 6th Signalized Intersection Summary
3: Mist Hollow Way/Toonigh Rd & Holly Springs Pkwy

Future No Build PM

01/13/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	276	832	34	11	824	99	15	0	15	69	1	184
Future Volume (veh/h)	276	832	34	11	824	99	15	0	15	69	1	184
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	291	876	36	12	867	0	16	0	16	73	1	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	501	1527	63	492	1431		82	12	54	146	1	
Arrive On Green	0.05	0.86	0.86	0.77	0.77	0.00	0.06	0.00	0.06	0.06	0.06	0.00
Sat Flow, veh/h	1781	1784	73	612	1870	1585	668	192	860	1489	20	1585
Grp Volume(v), veh/h	291	0	912	12	867	0	32	0	0	74	0	0
Grp Sat Flow(s),veh/h/ln	1781	0	1857	612	1870	1585	1720	0	0	1509	0	1585
Q Serve(g_s), s	4.5	0.0	18.8	0.8	27.4	0.0	0.0	0.0	0.0	4.0	0.0	0.0
Cycle Q Clear(g_c), s	4.5	0.0	18.8	7.3	27.4	0.0	2.4	0.0	0.0	6.4	0.0	0.0
Prop In Lane	1.00		0.04	1.00		1.00	0.50		0.50	0.99		1.00
Lane Grp Cap(c), veh/h	501	0	1590	492	1431		148	0	0	147	0	
V/C Ratio(X)	0.58	0.00	0.57	0.02	0.61		0.22	0.00	0.00	0.50	0.00	
Avail Cap(c_a), veh/h	537	0	1590	492	1431		652	0	0	620	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	8.2	0.0	2.8	5.5	6.9	0.0	60.4	0.0	0.0	62.1	0.0	0.0
Incr Delay (d2), s/veh	1.4	0.0	1.5	0.1	1.9	0.0	0.7	0.0	0.0	2.6	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.7	0.0	4.0	0.1	9.3	0.0	1.1	0.0	0.0	2.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.6	0.0	4.3	5.6	8.9	0.0	61.2	0.0	0.0	64.8	0.0	0.0
LnGrp LOS	A	A	A	A	A		E	A	A	E	A	
Approach Vol, veh/h		1203			879	A		32			74	A
Approach Delay, s/veh		5.6			8.8			61.2			64.8	
Approach LOS		A			A			E			E	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		121.1		13.9	12.3	108.8		13.9				
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s		55.0		54.0	9.5	55.0		54.0				
Max Q Clear Time (g_c+1), s		20.8		8.4	6.5	29.4		4.4				
Green Ext Time (p_c), s		27.2		0.2	0.3	20.5		0.1				
Intersection Summary												
HCM 6th Ctrl Delay				9.7								
HCM 6th LOS				A								
Notes												
Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

FUTURE “BUILD” INTERSECTION ANALYSIS

Intersection						
Int Delay, s/veh	1.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	20	8	51	5	5	63
Future Vol, veh/h	20	8	51	5	5	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	9	54	5	5	67
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	134	57	0	0	59	0
Stage 1	57	-	-	-	-	-
Stage 2	77	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	860	1009	-	-	1545	-
Stage 1	966	-	-	-	-	-
Stage 2	946	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	857	1009	-	-	1545	-
Mov Cap-2 Maneuver	857	-	-	-	-	-
Stage 1	966	-	-	-	-	-
Stage 2	943	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.2	0		0.5		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT		
Capacity (veh/h)	-	-	896	1545	-	
HCM Lane V/C Ratio	-	-	0.033	0.003	-	
HCM Control Delay (s)	-	-	9.2	7.3	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Intersection						
Int Delay, s/veh	21.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	43	936	909	26	55	94
Future Vol, veh/h	43	936	909	26	55	94
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	0	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	46	1006	977	28	59	101
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	977	0	-	0	2075	977
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	1098	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	706	-	-	-	~ 59	304
Stage 1	-	-	-	-	365	-
Stage 2	-	-	-	-	319	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	706	-	-	-	~ 55	304
Mov Cap-2 Maneuver	-	-	-	-	~ 55	-
Stage 1	-	-	-	-	341	-
Stage 2	-	-	-	-	319	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.5	0		296		
HCM LOS	F					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	706	-	-	-	114	
HCM Lane V/C Ratio	0.065	-	-	-	1.405	
HCM Control Delay (s)	10.5	-	-	-	296	
HCM Lane LOS	B	-	-	-	F	
HCM 95th %tile Q(veh)	0.2	-	-	-	11.2	
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

HCM 6th Signalized Intersection Summary

3: Mist Hollow Way/Toonigh Rd & Holly Springs Pkwy

Future Build AM
01/13/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	108	812	18	8	589	35	20	3	24	102	3	314
Future Volume (veh/h)	108	812	18	8	589	35	20	3	24	102	3	314
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	133	1002	22	10	727	0	25	4	30	126	4	0
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	534	1486	33	378	1379		101	27	92	200	5	
Arrive On Green	0.04	0.81	0.81	0.74	0.74	0.00	0.10	0.10	0.10	0.10	0.10	0.00
Sat Flow, veh/h	1781	1823	40	551	1870	1585	606	257	892	1428	45	1585
Grp Volume(v), veh/h	133	0	1024	10	727	0	59	0	0	130	0	0
Grp Sat Flow(s),veh/h/ln	1781	0	1863	551	1870	1585	1755	0	0	1473	0	1585
Q Serve(g_s), s	2.3	0.0	30.5	1.0	22.5	0.0	0.0	0.0	0.0	7.4	0.0	0.0
Cycle Q Clear(g_c), s	2.3	0.0	30.5	21.1	22.5	0.0	4.2	0.0	0.0	11.6	0.0	0.0
Prop In Lane	1.00		0.02	1.00		1.00	0.42		0.51	0.97		1.00
Lane Grp Cap(c), veh/h	534	0	1518	378	1379		220	0	0	205	0	
V/C Ratio(X)	0.25	0.00	0.67	0.03	0.53		0.27	0.00	0.00	0.63	0.00	
Avail Cap(c_a), veh/h	594	0	1518	378	1379		671	0	0	616	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	6.0	0.0	5.1	11.6	7.6	0.0	56.1	0.0	0.0	59.2	0.0	0.0
Incr Delay (d2), s/veh	0.2	0.0	2.4	0.1	1.4	0.0	0.6	0.0	0.0	3.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	8.7	0.1	8.0	0.0	1.9	0.0	0.0	4.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	6.2	0.0	7.6	11.7	9.1	0.0	56.8	0.0	0.0	62.4	0.0	0.0
LnGrp LOS	A	A	A	B	A		E	A	A	E	A	
Approach Vol, veh/h	1157			737			59			130		
Approach Delay, s/veh	7.4			9.1			56.8			62.4		
Approach LOS	A			A			E			E		
Timer - Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	115.5			19.5		10.5	105.0	19.5				
Change Period (Y+Rc), s	5.5			5.5		5.5	5.5	5.5				
Max Green Setting (Gmax), s	55.0			54.0		9.5	55.0	54.0				
Max Q Clear Time (g_c+1), s	32.5			13.6		4.3	24.5	6.2				
Green Ext Time (p_c), s	20.3			0.4		0.1	20.2	0.2				
Intersection Summary												
HCM 6th Ctrl Delay	12.8											
HCM 6th LOS	B											

Intersection						
Int Delay, s/veh	3.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	60	11	43	19	4	79
Future Vol, veh/h	60	11	43	19	4	79
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	75	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	65	12	47	21	4	86
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	141	47	0	0	68	0
Stage 1	47	-	-	-	-	-
Stage 2	94	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	852	1022	-	-	1533	-
Stage 1	975	-	-	-	-	-
Stage 2	930	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	849	1022	-	-	1533	-
Mov Cap-2 Maneuver	849	-	-	-	-	-
Stage 1	975	-	-	-	-	-
Stage 2	927	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	9.5	0		0.4		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT		
Capacity (veh/h)	-	-	872	1533	-	
HCM Lane V/C Ratio	-	-	0.089	0.003	-	
HCM Control Delay (s)	-	-	9.5	7.4	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.3	0	-	

Intersection						
Int Delay, s/veh	7.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	99	0	15	69	1
Future Vol, veh/h	11	99	0	15	69	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	103	0	16	72	1
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	153	8	0	0	16	0
Stage 1	8	-	-	-	-	-
Stage 2	145	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	839	1074	-	-	1602	-
Stage 1	1015	-	-	-	-	-
Stage 2	882	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	801	1074	-	-	1602	-
Mov Cap-2 Maneuver	801	-	-	-	-	-
Stage 1	1015	-	-	-	-	-
Stage 2	842	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	8.9	0		7.2		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT		
Capacity (veh/h)	-	-	1039	1602	-	
HCM Lane V/C Ratio	-	-	0.11	0.045	-	
HCM Control Delay (s)	-	-	8.9	7.4	0	
HCM Lane LOS	-	-	A	A	A	
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-	

Intersection						
Int Delay, s/veh	12.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	80	1114	988	94	38	62
Future Vol, veh/h	80	1114	988	94	38	62
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	0	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	82	1148	1019	97	39	64

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1019	0	0 2331 1019
Stage 1	-	-	- 1019 -
Stage 2	-	-	- 1312 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	681	-	- 41 288
Stage 1	-	-	- 348 -
Stage 2	-	-	- 252 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	681	-	- ~ 36 288
Mov Cap-2 Maneuver	-	-	- ~ 36 -
Stage 1	-	-	- 306 -
Stage 2	-	-	- 252 -

Approach	EB	WB	SB
HCM Control Delay, s	0.7	0	296.6
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	681	-	-	-	79
HCM Lane V/C Ratio	0.121	-	-	-	1.305
HCM Control Delay (s)	11	-	-	-	296.6
HCM Lane LOS	B	-	-	-	F
HCM 95th %tile Q(veh)	0.4	-	-	-	7.9

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

HCM 6th Signalized Intersection Summary
3: Mist Hollow Way/Toonigh Rd & Holly Springs Pkwy

Future Build PM
01/13/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	282	846	34	11	848	99	16	0	15	69	1	194
Future Volume (veh/h)	282	846	34	11	848	99	16	0	15	69	1	194
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	297	891	36	12	893	0	17	0	16	73	1	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	489	1529	62	484	1424		83	12	52	145	1	
Arrive On Green	0.05	0.86	0.86	0.76	0.76	0.00	0.06	0.00	0.06	0.06	0.06	0.00
Sat Flow, veh/h	1781	1785	72	603	1870	1585	697	190	835	1493	20	1585
Grp Volume(v), veh/h	297	0	927	12	893	0	33	0	0	74	0	0
Grp Sat Flow(s),veh/h/ln	1781	0	1857	603	1870	1585	1723	0	0	1513	0	1585
Q Serve(g_s), s	4.6	0.0	19.3	0.8	29.4	0.0	0.0	0.0	0.0	3.9	0.0	0.0
Cycle Q Clear(g_c), s	4.6	0.0	19.3	7.2	29.4	0.0	2.4	0.0	0.0	6.4	0.0	0.0
Prop In Lane	1.00		0.04	1.00		1.00	0.52		0.48	0.99		1.00
Lane Grp Cap(c), veh/h	489	0	1591	484	1424		147	0	0	146	0	
V/C Ratio(X)	0.61	0.00	0.58	0.02	0.63		0.22	0.00	0.00	0.51	0.00	
Avail Cap(c_a), veh/h	636	0	1591	484	1424		298	0	0	288	0	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.3	0.0	2.8	5.6	7.3	0.0	60.6	0.0	0.0	62.2	0.0	0.0
Incr Delay (d2), s/veh	1.2	0.0	1.6	0.1	2.1	0.0	0.8	0.0	0.0	2.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	0.0	4.0	0.1	10.0	0.0	1.1	0.0	0.0	2.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.5	0.0	4.3	5.7	9.4	0.0	61.3	0.0	0.0	64.9	0.0	0.0
LnGrp LOS	B	A	A	A	A		E	A	A	E	A	
Approach Vol, veh/h		1224			905	A		33			74	A
Approach Delay, s/veh		5.8			9.4			61.3			64.9	
Approach LOS		A			A			E			E	
Timer - Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		121.2		13.8	12.8	108.3		13.8				
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s		102.0		22.0	18.5	78.0		22.0				
Max Q Clear Time (g_c+1), s		21.3		8.4	6.6	31.4		4.4				
Green Ext Time (p_c), s		53.1		0.1	0.8	34.3		0.1				
Intersection Summary												
HCM 6th Ctrl Delay				10.0								
HCM 6th LOS				B								
Notes												
Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

Intersection						
Int Delay, s/veh	2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		Y	Y		Y
Traffic Vol, veh/h	39	8	105	67	13	44
Future Vol, veh/h	39	8	105	67	13	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	75	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	42	9	114	73	14	48

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	190	114	0	0	187	0
Stage 1	114	-	-	-	-	-
Stage 2	76	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	799	939	-	-	1387	-
Stage 1	911	-	-	-	-	-
Stage 2	947	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	791	939	-	-	1387	-
Mov Cap-2 Maneuver	791	-	-	-	-	-
Stage 1	911	-	-	-	-	-
Stage 2	938	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.7	0	1.7
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR/WBLn1	SBL	SBT
Capacity (veh/h)	-	-	813	1387
HCM Lane V/C Ratio	-	-	0.063	0.01
HCM Control Delay (s)	-	-	9.7	7.6
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0

TRAFFIC VOLUME WORKSHEETS

20-155 TIS for Residential Development, Idle Towne in Holly Springs, GA
Traffic Volumes

A&R Engineering
 January 2021

1. Palm St @ Palm Lake Dr

A.M. Peak Hour

Condition	Palm St Northbound					Palm St Southbound					- Eastbound					Palm Lake Dr Westbound			
	L	T	R	Tot		L	T	R	Tot		L	T	R	Tot		L	T	R	Tot
Existing 2021 Counts during Covid-19:	0	30	3	33		4	46	0	50		0	0	0	0		15	0	6	21
Adjusted Existing 2021 Volumes:	0	38	4	42		5	58	0	63		0	0	0	0		19	0	8	27
Growth Factor (%):	2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0	
No-Build 2023 Volumes:	0	40	4	44		5	60	0	65		0	0	0	0		20	0	8	28
Total New Trips:	0	11	1	12		0	3	0	3		0	0	0	0		0	0	0	0
Future 2023 Traffic Volumes:	0	51	5	56		5	63	0	68		0	0	0	0		20	0	8	28

P.M. Peak Hour

Condition	Palm St Northbound					Palm St Southbound					- Eastbound					Palm Lake Dr Westbound			
	L	T	R	Tot		L	T	R	Tot		L	T	R	Tot		L	T	R	Tot
Existing 2021 Counts during Covid-19:	0	84	12	96		5	38	0	43		0	0	0	0		2	0	3	5
Adjusted Existing 2021 Volumes:	0	88	13	101		5	40	0	45		0	0	0	0		2	0	3	5
Growth Factor (%):	2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0	
No-Build 2023 Volumes:	0	92	14	106		5	42	0	47		0	0	0	0		2	0	3	5
Total New Trips:	0	7	0	7		0	12	0	12		0	0	0	0		1	0	0	1
Future 2023 Traffic Volumes:	0	99	14	113		5	54	0	59		0	0	0	0		3	0	3	6

Number of Years = 2
 Growth Factor (%) = 2
 AM Covid-19 Factor = 25%
 PM Covid-19 Factor = 5%

20-155 TIS for Residential Development, Idle Towne in Holly Springs, GA
Traffic Volumes

A&R Engineering
January 2021

2. Holly Spring Pkwy @ Palm St

A.M. Peak Hour

Condition	-				Palm St				Holly Springs Pkwy				Holly Springs Pkwy			
	Northbound				Southbound				Eastbound				Westbound			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Existing 2021 Counts during Covid-19:	0	0	0	0	18	0	50	68	26	720	0	746	0	699	12	711
Adjusted Existing 2021 Volumes:	0	0	0	0	23	0	63	86	33	900	0	933	0	874	15	889
Growth Factor (%):	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0	2.0	
No-Build 2023 Volumes:	0	0	0	0	24	0	66	90	34	936	0	970	0	909	16	925
Total New Trips:	0	0	0	0	31	0	28	59	9	0	0	9	0	0	10	10
Future 2023 Traffic Volumes:	0	0	0	0	55	0	94	149	43	936	0	979	0	909	26	935

P.M. Peak Hour

Condition	-				Palm St				Holly Springs Pkwy				Holly Springs Pkwy			
	Northbound				Southbound				Eastbound				Westbound			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Existing 2021 Counts during Covid-19:	0	0	0	0	15	0	39	54	44	1020	0	1064	0	905	54	959
Adjusted Existing 2021 Volumes:	0	0	0	0	16	0	41	57	46	1071	0	1117	0	950	57	1007
Growth Factor (%):	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0	2.0	
No-Build 2023 Volumes:	0	0	0	0	17	0	43	60	48	1114	0	1162	0	988	59	1047
Total New Trips:	0	0	0	0	21	0	19	40	32	0	0	32	0	0	35	35
Future 2023 Traffic Volumes:	0	0	0	0	38	0	62	100	80	1114	0	1194	0	988	94	1082

Number of Years = 2
 Growth Factor (%) = 2
 AM Covid-19 Factor = 25%
 PM Covid-19 Factor = 5%

20-155 TIS for Residential Development, Idle Towne in Holly Springs, GA
Traffic Volumes

A&R Engineering
January 2021

3. Holly Springs @ Toonigh Rd

A.M. Peak Hour

Condition	Misty Hollow Way Northbound					Toonigh Rd Southbound					Holly Springs Pkwy Eastbound					Holly Springs Pkwy Westbound			
	L	T	R	Tot		L	T	R	Tot		L	T	R	Tot		L	T	R	Tot
Existing 2021 Counts during Covid-19:	15	2	18	35		78	2	239	319		76	608	13	697		6	447	27	480
Adjusted Existing 2021 Volumes:	19	3	23	45		98	3	299	400		95	760	16	871		8	559	34	601
Growth Factor (%):	2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0	
No-Build 2023 Volumes:	20	3	24	47		102	3	311	416		99	791	17	907		8	582	35	625
Total New Trips:	0	0	0	0		0	0	3	3		9	21	1	31		0	7	0	7
Future 2023 Traffic Volumes:	20	3	24	47		102	3	314	419		108	812	18	938		8	589	35	632

P.M. Peak Hour

Condition	Misty Hollow Way Northbound					Toonigh Rd Southbound					Holly Springs Pkwy Eastbound					Holly Springs Pkwy Westbound			
	L	T	R	Tot		L	T	R	Tot		L	T	R	Tot		L	T	R	Tot
Existing 2021 Counts during Covid-19:	13	0	13	26		63	1	169	233		252	762	31	1045		10	754	90	854
Adjusted Existing 2021 Volumes:	14	0	14	28		66	1	177	244		265	800	33	1098		11	792	95	898
Growth Factor (%):	2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0	
No-Build 2023 Volumes:	15	0	15	30		69	1	184	254		276	832	34	1142		11	824	99	934
Total New Trips:	1	0	0	1		0	0	10	10		6	14	0	20		0	24	0	24
Future 2023 Traffic Volumes:	16	0	15	31		69	1	194	264		282	846	34	1162		11	848	99	958

Number of Years = 2
 Growth Factor (%) = 2
 AM Covid-19 Factor = 25%
 PM Covid-19 Factor = 5%

20-155 TIS for Residential Development, Idle Towne in Holly Springs, GA
Traffic Volumes

A&R Engineering
 January 2021

4. Palm St @ Site Drwy

A.M. Peak Hour

Condition	Palm St Northbound					Palm St Southbound					- Eastbound					Site Drwy Westbound			
	L	T	R	Tot		L	T	R	Tot		L	T	R	Tot		L	T	R	Tot
Existing 2021 Counts during Covid-19:	0	33	0	33		0	61	0	61		0	0	0	0		0	0	0	0
Adjusted Existing 2021 Volumes:	0	41	0	41		0	76	0	76		0	0	0	0		0	0	0	0
Growth Factor (%):	2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0	
No-Build 2023 Volumes:	0	43	0	43		0	79	0	79		0	0	0	0		0	0	0	0
Total New Trips:	0	0	19	19		4	0	0	4		0	0	0	0		60	0	11	71
Future 2023 Traffic Volumes:	0	43	19	62		4	79	0	83		0	0	0	0		60	0	11	71

P.M. Peak Hour

Condition	Palm St Northbound					Palm St Southbound					- Eastbound					Site Drwy Westbound			
	L	T	R	Tot		L	T	R	Tot		L	T	R	Tot		L	T	R	Tot
Existing 2021 Counts during Covid-19:	0	96	0	96		0	40	0	40		0	0	0	0		0	0	0	0
Adjusted Existing 2021 Volumes:	0	101	0	101		0	42	0	42		0	0	0	0		0	0	0	0
Growth Factor (%):	2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0			2.0	2.0	2.0	
No-Build 2023 Volumes:	0	105	0	105		0	44	0	44		0	0	0	0		0	0	0	0
Total New Trips:	0	0	67	67		13	0	0	13		0	0	0	0		39	0	8	47
Future 2023 Traffic Volumes:	0	105	67	172		13	44	0	57		0	0	0	0		39	0	8	47

Number of Years = 2
 Growth Factor (%) = 2
 AM Covid-19 Factor = 25%
 PM Covid-19 Factor = 5%



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Discuss approval of an Escrow Agreement for Performance and Maintenance for Turner Village in lieu of the Performance and Maintenance Bonds between the City of Holly Springs and PR Turner LLC

DATE: January 26, 2021

COUNCIL MEETING DATE: February 1, 2021

RECOMMENDATION

Bonds for performance and maintenance have generally been put in place once a subdivision has been through the final plat phase. PR Turner LLC has requested to provide escrow agreements covering both performance and maintenance in lieu of the bonds. The City Attorney has reviewed and recommends approval.

CONCURRENCES

City Attorney

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Agreements

PERFORMANCE ESCROW AGREEMENT

For TURNER VILLAGE Subdivision

THIS AGREEMENT, entered into this 12th day of January, 2021 between **PR Turner LLC** (hereinafter called the "Subdivider"), with its principal place of business at 285 Parkway 575, Woodstock, GA 30188 and **the City of Holly Springs**, a political subdivision of the State of Georgia, (hereinafter called "City"), and **The Abram Law Group, LLC** (hereinafter called "Escrow Agent"), with its principal place of business at 1200 Ashwood Parkway, Suite 560, Atlanta, GA 30338.

WITNESSETH:

WHEREAS, the ordinances of the City, as amended, require the deposit of a security for the construction of all infrastructure improvements dedicated to the City of Holly Springs including, but not limited to, the storm drainage system, curb and gutter, the road system (paving, base, subgrade, and shoulders), pavement markings, signage and sidewalks (hereinafter called the "Improvements") in accordance with all applicable City of Holly Springs ordinances; and

WHEREAS, the Subdivider has received approval of the construction plans in accordance with the plans and specifications on file with the City for the Improvements within Turner Village Subdivision (the "Subdivision"); and

WHEREAS, the City has accepted a plat of the Subdivision to be filed for record subject to the posting of the required performance security; and

WHEREAS, the Subdivider agrees to install the Improvements prior to twenty-four (24) months from the date of the recording of the Final Plat (the "Escrow Period") in accordance with all applicable City of Holly Springs ordinances, regulations and standards; and

WHEREAS, the parties have agreed that the Escrow Agent is acceptable to all parties to act in such capacity;

NOW, THEREFORE, in consideration of the foregoing premises, it is hereby agreed:

1. The Subdivider has deposited in escrow the sum of **Eighty-one Thousand Nine Hundred Forty-one and 00/100 dollars (\$81,941.00)** with the Escrow Agent, to guarantee that the Improvements will be constructed as required by the City, the construction plans and the specifications for the Subdivision prior expiration of the Escrow Period.
2. The Escrow Agent agrees to hold said funds and to pay out said funds only upon receipt of "Proper Authorization" as hereinafter defined. "Proper Authorization" shall mean authority in written form from the City of Holly Springs Public Works Director stating that a disbursement is authorized:

- (a) To the Subdivider, or to any party designated in writing by the Subdivider, upon delivery of "Proper Authorization" from the Public Works Director authorizing such payment. The City, through the Public Works Director, shall issue such "Proper Authorization" upon acceptance of the Improvements for perpetual maintenance by the City.
 - (b) To the City upon delivery of "Proper Authorization" from the Public Works Director, upon the Director's determination that any portion or all of the said Improvements have not been constructed by the Subdivider in accordance with the City's ordinances and the plans and specifications for the Subdivision. The City is authorized, but not obligated, to take over and perform any such uncompleted construction and to use the escrow funds on deposit with the Escrow Agent for such purposes.
- 3. The entire escrow deposit shall be held by the Escrow Agent as security as a guarantee for the construction of the Improvements prior to the end of the Escrow Period unless "Proper Authorization" is earlier delivered to Escrow Agent by the Public Works Director under Item 2(b) above. However, the Escrow Agent may release such funds upon delivery of "Property Authorization" from the Public Works Director at any time and the City agrees to release said funds if the Subdivider shall make other arrangements approved by the City in accordance with the City's ordinances for the balance of the Escrow Period. If the developer shall construct the Improvements in accordance with the City's ordinances and with said construction plans and specifications prior to expiration of the Escrow Period, as determined by the Public Works Director, then, upon acceptance of said Improvements for maintenance by the City, the Public Works Director, shall authorize the Escrow Agent in writing to release the entire escrow deposit held by the Escrow Agent to the Subdivider.
- 4. If Subdivider has not constructed the Improvements in accordance with the City's ordinances at the expiration of the Escrow Period, including any extensions thereof which may be granted by the City, the City may deliver Proper Authorization to the Escrow Agent to disburse the escrowed funds to the City to make the necessary repairs or maintenance in accordance with Section 2(b) above.
- 5. This Escrow Agreement shall not be terminated or otherwise allowed to expire without at least thirty (30) days written notice to that effect from the Escrow Agent to both the City and Subdivider.
- 6. If the escrowed funds are inadequate to pay for any costs covered by this Agreement, the Subdivider shall pay any and all costs beyond coverage.
- 7. The Escrow Agent hereby acknowledges that it holds the funds referred to in Item 1 above and represents that it has no obligation whatsoever to any of the parties hereto except to release said funds within 10 days upon delivery of "Proper Authorization" from the Public Works Director, and the Subdivider does hereby release and hold the Escrow Agent harmless from any and all claims whatsoever

by it against the Escrow Agent for releasing such funds to the City in accordance with the terms thereof.

8. In the event that this escrow agreement should fail for any reason to cover the costs of constructing the Improvements, including any deficiency as to form or execution, then Subdivider knowingly and voluntarily agrees and consents that all real estate of the project held by Subdivider, its successors, transferees, or assigns, is subject to being charged for the costs of such construction and such costs shall be a lien upon such real estate for the benefit of the City of Holly Springs. The lien shall be filed in the records of the ^{Cherokee} ~~Goweta~~ County Superior Court Clerk. The lien shall be assessed coequal to and enforced in the same manner as liens for state and county ad valorem property taxes by issuance of a fi. fa. and levy and sale as set forth in Title 48 of the Official Code of Georgia. The lien shall have a duration of ten (10) years.

WITNESS the hands and official seals of the parties hereto on the day and year first above written.

CITY OF HOLLY SPRINGS, GEORGIA

By: _____

Title: _____

PR TURNER LLC:

By: 

Title: President

ESCROW AGENT:
The Abram Law Group, LLC

By: *Rich Abram, Member*

Approved as to form:

By: _____

City Attorney

MAINTENANCE ESCROW AGREEMENT

For TURNER VILLAGE Subdivision

THIS AGREEMENT, entered into this 12th day of January, 2021 between **PR Turner LLC** (hereinafter called the "Subdivider"), with its principal place of business at 285 Parkway 575, Woodstock, GA 30188 and **the City of Holly Springs**, a political subdivision of the State of Georgia, (hereinafter called "City"), and **The Abram Law Group, LLC** (hereinafter called "Escrow Agent"), with its principal place of business at 1200 Ashwood Parkway, Suite 560, Atlanta, GA 30338.

WITNESSETH:

WHEREAS, the ordinances of the City, as amended, require the deposit of a security for maintenance of all infrastructure improvements dedicated to the City of Holly Springs including, but not limited to, the storm drainage system, curb and gutter, the road system (paving, base, subgrade, and shoulders), pavement markings, signage and sidewalks (hereinafter called the "Improvements") in accordance with all applicable City of Holly Springs ordinances; and

WHEREAS, the Subdivider has received approval of the construction plans in accordance with the plans and specifications on file with the City for the Improvements within Turner Village Subdivision (the "Subdivision"); and

WHEREAS, the Subdivider certifies that any and all persons, firms, or corporations providing labor and/or materials required for construction of the Improvements will be paid in full; and

WHEREAS, the City has accepted a plat of the Subdivision to be filed for record subject to the posting of the required maintenance security; and

WHEREAS, the parties have agreed that the Escrow Agent is acceptable to all parties to act in such capacity;

NOW, THEREFORE, in consideration of the foregoing premises, it is hereby agreed:

1. The Subdivider has deposited in escrow the sum of **One Hundred Thirty-nine Thousand Seven Hundred Sixty-five and 00/100 Dollars (\$139,765.00)** with the Escrow Agent, to guarantee that the Improvements will be maintained and repaired as required by the City, construction plans, and specifications for the Subdivision, said plans and specifications being specifically incorporated herein by reference thereto.
2. The Escrow Agent agrees to hold said funds and to pay out said funds only upon receipt of "Proper Authorization" as hereinafter defined. "Proper Authorization" shall mean authority in written form from the City of Holly Springs Public Works Director stating that a disbursement is authorized:

(a) To the Subdivider, or to any party designated in writing by the Subdivider, upon

delivery of "Proper Authorization" from the Public Works Director authorizing such payment. The City, through the Public Works Director, shall issue such "Proper Authorization" upon acceptance of the Improvements for perpetual maintenance by the City.

- (b) To the City upon delivery of "Proper Authorization" from the Public Works Director, upon the Director's determination that any portion or all of the Improvements have not been maintained or repaired by the Subdivider in accordance with the City's ordinances. The City is authorized, but not obligated, to take over and perform any such uncompleted maintenance and/or repairs and to use the escrow funds on deposit with the Escrow Agent for such purposes.
3. The entire escrow deposit shall be held by the Escrow Agent as security as a guarantee for the maintenance or repair of the Improvements for a minimum period ending eighteen (18) months after the recording of the final plat (the "Escrow Period") unless "Proper Authorization" is earlier delivered to Escrow Agent by the Public Works Director under Item 2(b) above. However, the Escrow Agent may release such funds upon delivery of "Property Authorization" from the Public Works Director at any time and the City agrees to release said funds if the Subdivider shall make other arrangements approved by the City in accordance with the City's ordinances for the balance of the Escrow Period. If the developer shall maintain and repair said Improvements in accordance with the City's ordinances and with said construction plans and specifications for duration of the Escrow Period, as determined by the Public Works Director, and shall pay for any and all costs incident to the completion of any repairs or maintenance required in relation thereto then, upon acceptance of the Improvements for maintenance by the City, the Public Works Director, shall authorize the Escrow Agent in writing to release the entire escrow deposit held by the Escrow Agent to the Subdivider.
 4. If Subdivider has not repaired or maintained the Improvements in accordance with the City's ordinances at the expiration of the Escrow Period, including any extensions thereof which may be granted by the City, the City may deliver Proper Authorization to the Escrow Agent to disburse the escrowed funds to the City to make the necessary repairs or maintenance in accordance with Section 2(b) above.
 5. This Escrow Agreement shall not be terminated or otherwise allowed to expire without at least thirty (30) days written notice to that effect from the Escrow Agent to both the City and Subdivider.
 6. If the escrowed funds are inadequate to pay for any costs covered by this Agreement, the Subdivider shall pay any and all costs beyond coverage.
 7. The Escrow Agent hereby acknowledges that it holds the funds referred to in Item 1 above and represents that it has no obligation whatsoever to any of the parties hereto except to release said funds within 10 days upon delivery of "Proper Authorization" from the Public Works Director, and the Subdivider does hereby

release and hold the Escrow Agent harmless from any and all claims whatsoever by it against the Escrow Agent for releasing such funds to the City in accordance with the terms thereof.

8. In the event that this escrow agreement should fail for any reason to cover the costs of maintenance, including any deficiency as to form or execution, then Subdivider knowingly and voluntarily agrees and consents that all real estate of the project held by Subdivider, its successors, transferees, or assigns, is subject to being charged for the costs of such maintenance and such costs shall be a lien upon such real estate for the benefit of the City of Holly Springs. The lien shall be filed in the records of the ^{Cherokee} ~~Coweta~~ County Superior Court Clerk. The lien shall be assessed coequal to and enforced in the same manner as liens for state and county ad valorem property taxes by issuance of a fi. fa. and levy and sale as set forth in Title 48 of the Official Code of Georgia. The lien shall have a duration of ten (10) years.

WITNESS the hands and official seals of the parties hereto on the day and year first above written.

CITY OF HOLLY SPRINGS, GEORGIA

PR TURNER LLC:

By: _____

By: _____

Title: _____

Title: _____

ESCROW AGENT:

the Abrams Law Group, LLC

By: _____

Approved as to form:

By: _____

City Attorney

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

February 1, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
✓ 1. Jerry Ince	1881 Palm St	Y	I want to speak at 126 home subdivision on palm
✓ 2. Tony Williams	15141 Palm St	Y	Subdivision -
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.



