

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: 11/14/25
Hearing Date: _____
Voting Date: 11/20/25

Department: Community Development **Presenter(s) & Title:** Steve Green, Zoning Administrator

Agenda Item Title:

MP2011-002/2011-003- Completion of Master Plan approval, condition number 1 - 300 Prominence Point Parkway

Summary:

On January 21, 2021 the Mayor and City Council approved a Master Plan Amendment for 300 Prominence Point Parkway. This amendment reassigned 3.408 acres from office/commercial to residential for the construction of a 168 unit apartment complex. Condition number 1 of the approval requires that 17 affordable housing units be available as affordable housing. Along with this number an agreement between the applicant and the City of Canton as to who qualifies for these units shall be executed. The attached document details who shall be eligible for these units.

This document has been reviewed by the City Manager and City Attorney and has been found to be acceptable.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other:

Staff Recommendations:

The staff recommends approval of this agreement.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

Workforce Housing Agreement

WORKFORCE HOUSING AGREEMENT

Between

Arris Canton LLC ("~~Developer~~Project Owner")

and

THE CITY OF CANTON, GEORGIA INCLUDING THE MAYOR AND THE CITY COUNCIL
(collectively "City")

Effective Date:

This Workforce Housing Agreement ("Agreement") is made by and between the Developer and the City ~~of Canton, Georgia~~, to (i) memorialize the ~~Developer's Project Owner's~~ commitment to provide a defined number of residential units within ~~the~~ The Indigo Apartment community located at 300 Prominence Point Parkway, Canton, GA 30114 (the "Project") as workforce housing units, and (ii) confirm and ratify that, notwithstanding anything to the contrary contained in the Letter of Intent dated October 27, 2020 and Resolution #CUP2011-003- Conditional Use Permit adopted by the City on January 21, 2021 (collectively as the "LOI/Resolutions"), the obligation for workforce housing detailed in this Agreement satisfies all conditions sets forth in the LOI/Resolutions for workforce housing and/or affordable housing. To the extent there is any conflict between the LOI/Resolutions and this Agreement, this Agreement shall control.

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In full satisfaction of the LOI/Resolutions, the Developer-Project Owner agrees to designate seventeen (17) dwelling units within the Project as Workforce Housing Units ("WHUs"). These ~~units~~ WHUs shall be reserved for households earning between sixty percent (60%) and one hundred twenty percent (120%) of the Area Median Income ("AMI"), as defined and published annually by the U.S. Department of Housing and Urban Development ("~~HUD~~") for the Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area.

Monthly rents for the WHUs (excluding utilities, ~~amenity fees, pet fees, parking fees and other applicable fees charged by the Project~~) shall not exceed HUD's rent limits for 60%-120% AMI households and the rent range for the WHUs will be set within the 60-120% range and will be calculated per HUD guidelines.

Notwithstanding anything to the contrary contained in the LOI/Resolutions of this Agreement, the distribution of the WHUs in the Project and the application of the AMI range to each such WHU shall be allocated and applied at the discretion of the Project Owner.

The affordability restrictions shall remain in effect for a minimum of fifty (50) years from the date of the first certificate of occupancy for the Project, unless extended through mutual agreement of the parties ~~development condition or incentive program approved by the City Council hereto.~~

The WHUs shall be dispersed throughout the Project and shall be comparable in exterior appearance, size, and interior finishes to the ~~then-applicable~~ market-rate units ~~for renewal or lease~~ in the same development.

If the ~~Developer-Project Owner~~ fails to comply with the terms of this Agreement, the City may, after ~~not less than 30 days prior~~ written notice and opportunity to cure, take enforcement action consistent with applicable Georgia law and City ordinances.

This Agreement shall be recorded in the real property records of Cherokee County, Georgia, and shall run with the land, ~~and bind binding the Developer~~ ~~Project Owner and the City~~, and all successors and assigns during the affordability period.

This Agreement represents the full and final understanding between the parties regarding the ~~LOI/Resolutions and any~~ workforce/~~affordable~~ housing commitments ~~or obligations~~ for the Project.

Any modification must be in writing, ~~and approved~~ ~~and executed~~ by the City ~~Council of the City of Canton, Georgia and the Project~~.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY

CITY OF CANTON, GEORGIA

By: _____

Name: _____

Title: Mayor ~~(as Mayor and on behalf of the City Council)~~

Date: _____

Attest: _____ (City Clerk)

DEVELOPER

Arris Canton LLC

By: _____

Name: _____

Title: _____

Date: _____