City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, April 21, 2025 | 6:30 PM

Ryan P. Shirley, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

AGENDA

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. PRESENTATIONS

A. Yard of the Month
Michael and Zoe Nungester

B. Proclamation
Child Abuse Prevention Month

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

A. April 5, 2025 City Council Retreat minutes

B. April 7, 2025 City Council Meeting minutes

VII. OLD BUSINESS

A. Award the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11) to Dalton Landscapes LLC, in an amount not to exceed $77,533 and authorize the Mayor to execute the agreement between the City of Holly Springs, Georgia and Dalton Landscapes LLC.

VIII. NEW BUSINESS

A. Amended and Restated Declaration of Covenants, Conditions, Restrictions, and

Easements for Town Center City and authorize the Mayor to execute the documents pending the approval of the City Attorney.

B. Agreement between the City of Holly Springs, Georgia and Georgia Power Company regarding the removal of three (3) existing city-owned lampposts, the installation of three (3) 75-Watt LED K445 lampposts, and two hundred fifty (250) linear feet of underground power cable and boring at the Holly Springs Depot, Project #LP105063, in an amount not to exceed $9,500.

C. Agreement between the City of Holly Springs, Georgia and Georgia Power Company regarding the removal of one (1) 400-Watt HPS fixture and replacement with one (1) 161-Watt LED fixture at the Holly Springs Depot, Project #LP105066.

D. Resolution authorizing the submittal and management of the Georgia Department of Transportation (GDOT) Local Road Assistance Administration (LRA) funds application.

E. Proposal 063058 between Solutionz Inc. and the City of Holly Springs, Georgia regarding technology consulting and design services, including low-voltage and security systems for the new City Hall, in an amount not to exceed $14,100.

F. Ordinance of the City of Holly Springs, Georgia approving budget amendments for the fiscal year 2024 budget.

G. Renewal of the Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA).

H. Renewal of the Pollution Liability line of coverage with Georgia Interlocal Risk Management Agency (GIRMA).

I. Renewal of the Municipal Workforce AD&D line of coverage with CV Starr.

J. Renewal of the Off-Duty Liability line of coverage with Lexington Insurance Company.

K. Renewal of the Excess Crime line of coverage with Hanover Insurance Company/Allmerica.

L. Renewal of the Terrorism & Sabotage line of coverage with Hiscox.

M. Excess Cyber Liability line of coverage with Tokio Marine - Houston Casualty Company.

N. Bond Release for Performance Bonds #SUR2005997 and #SUR2005998 for 428 East Rope Mill Office Complex.

O. Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs, Georgia.

P. Proposal dated March 7, 2025, from Advanced Systems, Inc., for performing miscellaneous repair work at the David Cagle House located at 220 Stringer Road, Holly Springs, GA 30115, in an amount not to exceed $4,670.00.

Q. Proposal dated March 10, 2025, from Advanced Systems, Inc., for performing miscellaneous repair work at the Holly Springs Public Safety building located at 3235 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed $11,260.00.

IX. REPORTS

X. ADJOURNMENT

BY THE MAYOR OF THE CITY OF HOLLY SPRINGS

A PROCLAMATION

CHILD ABUSE PREVENTION MONTH

WHEREAS: Children are critical to the City of Holly Springs future success, prosperity, and quality of life. While children are our most valuable resource, they are also our most vulnerable. Children have a right to be safe and an opportunity to thrive, learn, and grow in an environment that fosters healthy development; and

WHEREAS: Child abuse and neglect can be prevented by supporting and strengthening City of Holly Springs families, thus preventing the far-reaching effects of maltreatment and providing the opportunity for children to develop healthy, trusting family bonds, and consequently, building the foundations of communities; and

WHEREAS: Effectively intervening in the lives of children threatened by abuse is a shared responsibility, and City of Holly Springs citizens must come together so that the voices of our children are heard by all. We all must ensure that our communities are extending helping hands to children and families in need; and

WHEREAS: Effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS: By providing a safe and nurturing environment for our children, free of violence, abuse and neglect, we can ensure that City of Holly Springs children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation; now

NOW THEREFORE, I, Ryan P. Shirley, Mayor of the City of Holly Springs, Georgia do hereby proclaim April 2025, as CHILD ABUSE PREVENTION MONTH in the City of Holly Springs and urge families and communities to become involved in protecting our community's children.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Holly Springs to be affixed this 21st day of April 2025.

____

Ryan P. Shirley
Mayor

Attest:

____

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Retreat Minutes
April 5, 2025

Elected Officials Present: Mayor Ryan P. Shirley, Councilwoman Dee Phillips, Councilman Kevin Moore, and Councilman Jeff Wilbur.

Elected Officials Not Present: Mayor Pro Tem Michael Roy Zenchuk II, and Councilman Kyle Whitaker.

Staff Present: City Manager Robert H. Logan. Assistant City Manager/City Clerk Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Court Administrator Donna Sanders, Communications & External Affairs Director Erin Honea, and Public Works Director Alex Gray.

I. CALL TO ORDER

City Manager Robert H. Logan started the retreat by welcoming Elected Officials and City staff.

II. DISCUSSION ITEMS

A. Community Development

Community Development Director Nancy Moon gave a brief overview of the functions of the Community Development Department, and presented an update on the department's accomplishments, building permits, zoning and future development maps, current residential developments as well as commercial developments. Future projects for the Community Development Department include providing public access to zoning information for property within the City limits, completing the Unified Development Ordinance and codifying ordinances, completing the implementation of Cloudpermit - Planning and Code Enforcement modules, and updating the Comprehensive Plan.

B. Court Services

Court Administrator Donna Sanders gave a brief overview of the functions of the Municipal Court department as well as an overview of recent department accomplishments and court statistics. Future needs include hiring an additional court clerk, adjusting the court calendar to better accommodate customers, and purchasing new chairs for the lobby, new rolling carts for dockets, and a walk-through scanner.

C. Communications & External Affairs

Communications & External Affairs Director Erin Honea gave an update of the department's accomplishments, including implementation of the City-wide rebranding and website refresh. Future needs and goals include launching an electronic newsletter, implementation of a social media policy, and the need for additional personnel in a two (2) to five (5) year timeframe.

D. Public Safety

Chief Tommy Kehleley gave a brief overview of the police department's structure and recent accomplishments as well as departmental statistics. Future needs and goals include a minimum of three additional officers per year, continued supervisor training, filling current officer vacancies, upgrading the weapons platform, and policy reviews.

E. Finance

Finance Director Denise Lamazares gave an overview of the finance department's fund structure and budget calendar. She presented recent accomplishments and future needs to include hiring a Purchasing Manager and implementing software for purchase requisitions and parks & recreation reservations.

F. Administration & Human Resources

Assistant City Manager/City Clerk Karen Norred gave an overview of her role as the Assistant City Manager, the responsibilities of the City Clerk's office, and the ward map. She presented department accomplishments and presented future needs and goals to include the creation of a succession plan, employee development program, implementation of open records management software, implementation of open records and records retention policies, City code updates, and additional personnel.

G. Facilities & Information Technology

Assistant City Manager/City Clerk Karen Norred presented recent renovation updates of the Public Safety building, City Hall, Public Works facility, Holly Springs Community Center (Depot), and Hardin House. Proposed for the Public Safety building include remodeling the locker rooms, removing wallpaper and painting of the interior of the building, replacing floor covering, and upgrading the parking lot and constructing a loop road to the median break at Childers Road; City Hall proposed projects include painting the interior and exterior of the building and installation of gutter guards on the front of the building; proposed projects for the Public Works facility include extending the underground drainage from gutter downspouts, adding gravel to the parking lot and installing additional landscape screening along the fence line; Depot proposed projects include expansion and resurfacing of the parking lot, upgrading landscaping and replacement/repair of HVAC; proposed projects for the Hardin House include extension of the parking lot. She also stated there is a need to hire a dedicated Facilities Manager. She also presented accomplishments from the Information Technology division and stated needs and goals include implementation of a service desk solution, surplus equipment that has reached end of life, reorganizing and archiving data in SharePoint, implementation of new phone service, Encore-CloudVoice, continuing migration from on-site hardware to cloud-based infrastructure, deploy new interview room equipment and software for Public Safety, conducting a third party security audit, and refreshing the on-site record management system hardware and operating system.

H. Parks & Recreation

City Manager Robert H. Logan presented accomplishments for the Parks and Recreation department. He stated that proposed projects for Parks and Recreation are as follows: J.C. Mullins Field – install security cameras, resurface parking lot, repair concession stand and dugouts, address drainage issues on soft surface trail, and replace the pedestrian bridge; J.B. Owens Park - install security cameras, expand soft-surface trails, address stormwater issues, change out landscaping at monument sign; Timothy B. Downing Park - paint interior and exterior of David Cagle house, remove vines from silo and paint the silo; Karen Johnson Barnett Park - add small covered pavilion; Barrett Memorial Park - add gravel to soft surface trail, add trees and landscaping. Future needs also include updating the City-Wide Trail Plan.

I. Public Works & Stormwater

City Manager Robert H. Logan gave an overview of the Stormwater division. He also presented Stormwater accomplishments and gave a status update for ongoing City projects including the Holly Springs Parkway Widening Project, Hickory Road/Hickory Springs Industrial/Hickory Springs Parkway Project, Holly Springs Parkway Sidewalk and Drainage Project, Fill-in-the-Gaps Project along Hickory Road, the Holly Street Livable Centers Initiative Project and the Palm Street/Holly Springs Parkway/River Park Realignment Project. He then presented Public Works statistics.

J. Town Center Project

City Manager Robert H. Logan gave an update regarding the Town Center Project including updated renderings and schematics with project timelines.

Wrap-Up Focus Items to Consider Include:

1. Expansion of the City-wide trail system
2. Installation of Flock cameras in the City of Holly Springs
3. Addition of a package store district
4. Installation of a restroom at Barrett Memorial Park
5. Discussion of allowing residents of Walton Holly Springs, LLC to have per month paid parking spaces in the Town Center Parking Deck at a cost of $100 dollars monthly – (vehicle may be left overnight.)
6. Reinstitution of City-wide special events

III. ADJOURNMENT

Mayor Shirley asked for a motion to adjourn the retreat, Councilman Wilbur seconded the motion. Motion carried 3/0.

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Meeting Minutes
April 7, 2025

Elected Officials Present: Mayor Ryan P. Shirley, Mayor Pro Tem Michael Roy Zenchuk II, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

Elected Officials Not Present: Councilwoman Dee Phillips and Councilman Kevin Moore.

Staff Present: City Attorney Robert M. "Bobby" Dyer, City Manager Robert H. Logan, Finance Director Denise Lamazares, Community Development Director Nancy Moon, Assistant City Clerk/Records Manager Lou Stewart, Chief Tommy Keheley and IT/Facilities Director Ron Carter, and Officer James Hood.

I. CALL TO ORDER
Mayor Shirley called the City Council Meeting to order.

II. PLEDGE OF ALLEGIANCE
Mayor Shirley led the Pledge of Allegiance.

III. INVOCATION
Mayor Pro Tem Zenchuk gave the invocation.

IV. PRESENTATIONS
A. Proclamation
Safe Digging Month

V. PUBLIC COMMENTS
No public comments were made.

VI. CONSENT AGENDA
A. March 17, 2025 City Council Meeting minutes

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

VII. OLD BUSINESS

VIII. NEW BUSINESS
A. **MA-02-2025**, applicant, Holly Street Land Development, LLC, requests rezoning of 17.34 +/- acres located off of Holly Street, Holly Springs, GA, tax parcel 032 of tax plat 15N14, from R-40, Single Family Residential Estate and GC, General Commercial, to TND, Traditional Neighborhood Development.

Councilman Wilbur made a motion to approve Item A with stipulations. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

B. Bond Release for Maintenance Bonds #107404375 for Magnolia Trace subdivision, Phase 2, and #GM216013 for Magnolia Trace subdivision, Phase 3.

Mayor Pro Tem Zenchuk made a motion to approve Item B. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

C. Resolution to accept and authorize streets to become publicly maintained streets in Magnolia Trace subdivision, Phases 1, 2 and 3.

Mayor Pro Tem Zenchuk made a motion to approve Item C. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

D. Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit “A”.

Mayor Pro Tem Zenchuk made a motion to approve Item D. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

E. Quote dated February 27, 2025, from Stealth Video for the installation of a security camera system in J.B. Owens Park, in an amount not to exceed $63,885.40.

Councilman Wilbur made a motion to approve Item E. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

F. Quote dated February 27, 2025, from Stealth Video for the installation of a security camera system at J.C. Mullins Field, in an amount not to exceed $30,693.48.

Mayor Pro Tem Zenchuk made a motion to approve Item F. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

G. Annual Cloud Services Agreement dated January 1, 2025, between the City of Holly Springs and Stealth Video for fifty-eight (58) security cameras in City Hall, Depot, Public Safety, Barrett Memorial Park, and Karen Johnson Barnett Park for one hundred and eighty (180) days of storage per camera, in an amount not to exceed $13,224.

Councilman Wilbur made a motion to approve Item G. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

H. Annual Cloud Services Agreement dated April 2, 2025, between the City of Holly Springs and Stealth Video for twenty-two (22) security cameras in J. B. Owens Park and at J.C. Mullins Field for one hundred and eighty (180) days of storage per camera, in an amount not to exceed $3,344.

Councilman Wilbur made a motion to approve Item H. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

I. Quote #848904, dated March 13, 2025 from Kaufman Trailers, LLC for the purchase of a new equipment trailer in an amount not to exceed $8,220.00.

Mayor Pro Tem Zenchuk made a motion to approve Item I. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

IX. REPORTS

A. Monthly Departmental Reports

No comments were made on the reports.

X. ADJOURNMENT

Mayor Pro Tem Zenchuk made a motion to adjourn the meeting. Councilman Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

Respectfully submitted.

____
Ryan P. Shirley, Mayor

Attest:

____
Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VII.A.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Award the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11) to Dalton Landscapes LLC, in an amount not to exceed $77,533 and authorize the Mayor to execute the agreement between the City of Holly Springs, Georgia and Dalton Landscapes LLC.

EXECUTIVE SUMMARY:

On January 9, 2025, sealed bids were received and opened for the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11).

FISCAL IMPACT:

The fiscal impact of this project is $77,533 and will be paid from the Special Purpose Local Option Sales Tax VI (SPLOST VI) Fund.

ATTACHMENTS:

1. Dalton Landscapes LLC Agreement

RECOMMENDATION:

The staff recommendation is to approve awarding the project to the qualified low bidder, Dalton Landscapes, LLC.

CONCURRENCES:

Finance and Administration

AGREEMENT

This agreement, made this ____ day of _____________, 2025, by and between the **City of Holly Springs, Georgia**, hereinafter called "Owner," and **Dalton Landscapes LLC** hereinafter called "Contractor," doing business as an individual, a partnership, or a corporation hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and preformed by the Owner, the Contractor hereby agrees to commence and complete the construction described as follows:

Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project
Project Number: RFB # 2024-11

Hereinafter called the "Project", for the sum of Seventy-Seven Thousand, Five Hundred and Thirty-Three Dollars and No Cents ($77,533) and all extra work in connection therewith, under the terms stated in the Contract, and at his (its or their) own expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, the Contract, the Plans, which include all explanatory matter thereof, the specifications and Contract documents thereof as prepared by the City of Holly Springs, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60** consecutive calendar days thereafter. Nonrefundable liquidated damages in the amount of $250 per calendar day will be deducted from monies due the Contractor in the event that a portion of the work remains incomplete beyond the agreed upon contract completion date.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof as provided in the Bid as measured in place.

The Contractor shall defend, indemnify and save harmless the Owner, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the Owner), recklessness or intentional wrongful misconduct of the Contractor and any persons employed or utilized by the Contractor in the performance of this Project. The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the Owner's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, its subcontractors or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorneys fees and costs at trial and appellate levels.

Contractor hereby agrees to warrant its work, including labor and materials, for a period of one year.

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

CITY OF HOLLY SPRINGS, GEORGIA

By: ____

Ryan P. Shirley, Mayor

ATTEST:

____

Karen Norred, City Clerk

RECOMMENDED BY:

____

ATTEST:

____

Robert H. Logan, City Manager

____

Contractor

APPROVE AS TO FORM:

____

Robert M. Dyer, City Attorney

By:____________________________

Title:___________________________

Attest:__________________________

If Contractor is a corporation, Secretary should attest. Give proper title of each person executing Contract.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City and authorize the Mayor to execute the documents pending the approval of the City Attorney.

EXECUTIVE SUMMARY:

You have been provided a redline version of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Town Center City. Key changes are summarized below:

- The Association will not own property or have Common Property.
- The Brewery Tract is now the "Indoor Social Tract," incorporating the former Resi/Retail Parking Tract 2.
- Resi/Retail Tracts 1 and 2 are now Office/Retail Tracts 1 and 2, with a designated parking tract for Office/Retail Tract 1.
- The Indoor Social Tract remains a non-Membership Tract with no voting rights.
- Architectural control now falls under the Development Authority, eliminating the ACC.
- The maintenance article now solely outlines owners' responsibilities.
- Insurance provisions have been revised to reflect the lack of Common Property.
- Parking privileges on Office/Retail Parking Tract 1 and the Indoor Social Tract are currently limited to their respective owners—feedback is needed on potential expansion.
- The Declarant can no longer unilaterally amend the Declaration but retains consent rights while holding property under it.
- Updated legal descriptions and liability percentages for common expenses must be determined, potentially based on square footage.
- The current Board structure assigns three directors to the Apartment Tracts owner, one to the City Hall Tract owner, and one to the Office/Retail Tracts owner. Changes could be made so that each tract owner appoints one director.

Additionally, Exhibit M, Amended and Restated Bylaws of Town Center Master Association, Inc. removes all references to Common Property and condominiums.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City

RECOMMENDATION:

The staff recommendation is to authorize the Mayor to execute the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Town Center City pending the approval of the City Attorney.

CONCURRENCES:

Finance and Administration
Downtown Development Authority of Holly Springs

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 14862, Page 1581

STATE OF GEORGIA

COUNTY OF CHEROKEE

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR TOWN CENTER CITY

TABLE OF CONTENTS

LIST OF EXHIBITS

EXHIBIT "A"	-	DESCRIPTION OF SUBMITTED PROPERTY
EXHIBIT "B"	-	DESCRIPTION OF APARTMENT TRACT 1
EXHIBIT "C"	-	DESCRIPTION OF APARTMENT TRACT 2
EXHIBIT "D"	-	DESCRIPTION OF INDOOR SOCIAL TRACT
EXHIBIT "E"	-	DESCRIPTION OF CITY HALL TRACT
EXHIBIT "F"	-	DESCRIPTION OF COHS AMPHITHEATER TRACT
EXHIBIT "G"	-	DESCRIPTION OF COHS PARKING DECK TRACT
EXHIBIT "H"	-	DESCRIPTION OF COHS STREETS & PARK TRACT
EXHIBIT "I"	-	DESCRIPTION OF OFFICE/RETAIL TRACT 1
EXHIBIT "J"	-	DESCRIPTION OF OFFICE/RETAIL TRACT 2
EXHIBIT "K"	-	DESCRIPTION OF OFFICE/RETAIL PARKING TRACT 1
EXHIBIT "L"	-	PERCENTAGE OF LIABILITY FOR COMMON EXPENSES
EXHIBIT "M"	-	BYLAWS
EXHIBIT "N"	-	COHS CONCEPT DESIGNS

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS FOR TOWN CENTER CITY

THIS DECLARATION is made on the date first set below by and between WALTON HOLLY SPRINGS, LLC, a Georgia limited liability company (hereafter referred to as "Walton HS" or "Declarant") and DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS (hereafter referred to as the "Development Authority");

WITNESSETH

WHEREAS, Declarant and the Development Authority recorded that certain Declaration of Covenants, Conditions, Restrictions and Easement for Town Center City on March 29, 2023, in Deed Book 14862, Page 1581 of the Cherokee County, Georgia land records (hereafter referred to as the "Original Declaration");

WHEREAS, Town Center City Master Association, Inc. (hereafter referred to as the "Association") is the association identified in the Original Declaration;

WHEREAS, Bylaws of Town Center City Master Association, Inc. (hereafter referred to as the "Original Bylaws") are the bylaws of the Association;

WHEREAS, pursuant to Article XVII, Section 17.2 of the Original Declaration, prior to the Board Transition Date, the Declarant shall have the right to unilaterally amend (or amend and restate) the Declaration (according to Declarant's sole and absolute discretion) and record such amendment (or amended and restated Declaration) in the Cherokee County, Georgia land records;

WHEREAS, pursuant to Article V, Section 5.1 of the Original Bylaws, prior to the Board Transition Date, Declarant shall have the absolute right to unilaterally amend the Original Bylaws in Declarant's sole and absolute discretion;

WHEREAS, as of the date of this Declaration, the Board Transition Date has not occurred;

WHEREAS, Declarant, with the consent of the Development Authority, desires to amend and restate the Original Declaration and the Original Bylaws in their entirety

NOW, THEREFORE, the Original Declaration and the Original Bylaws are hereby stricken in their entirety and the following is simultaneously substituted therefor and the Declarant and the Development Authority hereby declare that the real property described in Exhibit "A" attached hereto is subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property.

ARTICLE I. DEFINITIONS

1.1. Additional Property means any real property contiguous with any of the real property submitted to this Declaration, including any real property which may be annexed to this Declaration in accordance with Article XVIII of this Declaration.

1.2. Association means Town Center City Master Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.3. Apartment Tract 1 means that portion of the Development more specifically described on Exhibit "B" attached to this Declaration and incorporated herein by this reference.

1.4. Apartment Tract 2 means that portion of the Development more specifically described on Exhibit "C" attached to this Declaration and incorporated herein by this reference.

1.5. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

1.6. Bylaws mean the Amended and Restated Bylaws of Town Center City Master Association, Inc., attached to this Declaration as Exhibit "N" and incorporated herein by this reference.

1.7. City Hall Tract means that portion of the Development more specifically described on Exhibit "E" attached to this Declaration and incorporated herein by this reference.

1.8. City of Holly Springs means the City of Holly Springs, Georgia, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by the City of Holly Springs as its successor-in-title and/or assign of the rights of the City of Holly Springs set forth herein and the Bylaws in a written instrument executed by the City of Holly Springs and recorded in the Cherokee County, Georgia land records.

1.9. COHS Amphitheater Tract means that portion of the Development more specifically described on Exhibit "F" attached to this Declaration and incorporated herein by this reference.

1.10. COHS Parking Deck Tract means that portion of the Development more specifically described on Exhibit "G" attached to this Declaration and incorporated herein by this reference.

1.11. COHS Streets & Park Tract means that portion of the Development more specifically described on Exhibit "H" attached to this Declaration and incorporated herein by this reference.

1.12. COHS Streets, Parking and Parks Property means the real property and easements and other interests therein, together with the facilities and improvements located thereon, as follows:

a. any park, open space, public streets, and parking areas located within the COHS Streets & Park Tract;

b. any streets and parking areas located within the City Hall Tract; and

c. any streets and parking areas located within the COHS Parking Deck Tract.

1.13. Declarant means Walton Holly Springs, LLC, a Georgia limited liability company, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein and the Bylaws in a written instrument executed by Declarant and recorded in the Cherokee County, Georgia land records.

1.14. Declaration means this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City.

1.15. Development or Town Center City means all property subjected and annexed to this Declaration.

1.16. Development Authority means the Downtown Development Authority of Holly Springs, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by the Development Authority as its successor-in-title and/or assign of the rights of the Development Authority set forth herein and the Bylaws in a written instrument executed by the Development Authority and recorded in the Cherokee County, Georgia land records.

1.17. Development-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board of Directors.

1.18. Effective Date of this Declaration means the date that this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City is recorded in the Cherokee County, Georgia land records.

1.19. Eligible Mortgage Holder means a holder of a first mortgage secured by a Tract or a portion of a Tract and who has requested notice of certain items under Article XII of this Declaration.

1.20. Indoor Social Tract means that portion of the Development more specifically described on Exhibit "D" attached to this Declaration and incorporated herein by this reference.

1.21. Membership Tract means Apartment Tract 1, Apartment Tract 2, City Hall Tract, Office/Retail Tract 1, and Office/Retail Tract 2.

1.22. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Tract or a portion of a Tract.

1.23. Mortgagee or Mortgage Holder means the holder of any Mortgage.

1.24. Office/Retail Parking Tract 1 means that portion of the Development more specifically described on Exhibit "K" attached to this Declaration and incorporated herein by this reference.

1.25. Office/Retail Tract 1 means that portion of the Development more specifically described on Exhibit "I" attached to this Declaration and incorporated herein by this reference.

1.26. Office/Retail Tract 2 means that portion of the Development more specifically described on Exhibit "I" attached to this Declaration and incorporated herein by this reference.

1.27. Owner means the record titleholder of a Tract, but shall not include a Person who is only a Mortgage Holder. The term "Owner" shall refer to the owner of a particular Tract and the term "Owners" shall refer collectively to the owners of all Tract. If a Tract is submitted to a Sub-declaration, the term "Owner" shall for that Tract only thereafter refer to the Sub-association formed to operate the Tract on behalf of the individual Sub-owners. Unless specifically otherwise set forth herein, each Sub-association, if any, shall act on behalf of the Sub-owners within the Tract through a representative designated by the board of directors of such Sub-association with respect to all matters set forth herein and shall for all purposes be deemed to be the "Owner" of the "Tract." The term "Owner" as used herein shall under no circumstances refer to a Sub-owner. Nothing herein shall be construed to create any obligation to submit a Tract to a Sub-declaration.

1.28. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

1.29. Stonecrest Homes means Stonecrest Homes GA, LLC, a Georgia limited liability company, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by Stonecrest Homes as its successor-in-title and/or assign of the rights of Stonecrest Homes set forth herein and the Bylaws in a written instrument executed by Stonecrest Homes and recorded in the Cherokee County, Georgia land records.

1.30. Tract means that portion of the Development intended for separate ownership and use. The Development shall consist of the following eleven (11) Tracts: (1) Apartment Tract 1; (2) Apartment Tract 2; (3) Indoor Social Tract; (4) City Hall Tract; (5) COHS Amphitheater Tract; (6) COHS Parking Deck Tract; (7) COHS Streets & Park Tract; (8) Office/Retail Tract 1; (9) Office/Retail Tract 2; and (10) Office/Retail Parking Tract 1. A Tract may be submitted to a separate declaration of covenants or a declaration of condominium, which shall be referred to as a Sub-declaration. Pursuant to such Sub-declaration, a Sub-association shall operate the Tract as it relates to this Declaration. A Tract may be further subdivided. In the event a Tract is subdivided, this Declaration may be amended to create additional Tracts.

1.31. Walton HS means Walton Holly Springs, LLC, a Georgia limited liability company, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by Walton HS as its successor-in-title and/or assign of the rights of Walton HS set forth herein and the Bylaws in a written instrument executed by Walton HS and recorded in the Cherokee County, Georgia land records.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

2.1. Location and Description. The property subject to this Declaration is located in Land Lots 306, 307, 342, and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.2. Consent by Non-Declarant Owner. By affixing its signature to this Declaration, the Development Authority (the "Non-Declarant Owner") hereby intends, agrees, and consents to all real property (and improvements located thereon) described in Exhibit "A" owned by the Non-Declarant Owner being subjected to and bound by this Declaration, and do hereby subject such property to this Declaration.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Each Owner of a Membership Tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association.

This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No such Owner, whether one or more Persons, shall have more than one (1) membership per Membership Tract owned. In the event of multiple Owners of a Membership Tract, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Membership Tract.

3.2. Voting. Each Owner of a Membership Tract is allocated one (1) vote for each Membership Tract owned. Each Owner of a Membership Tract shall be entitled to vote on all matters upon which members of the Association are explicitly entitled to vote pursuant to this Declaration and in accordance with the Bylaws.

When more than one (1) Person holds an ownership interest in any Membership Tract, the vote for such Membership Tract shall be exercised as those Owners determine among themselves; provided, however, if more than one (1) Person seeks to exercise that vote, and such votes are in conflict with other Persons holding an ownership interest in the same Membership Tract, the vote for that Membership Tract shall automatically be suspended with respect to the matter being voted on. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge (including, without limitation, any General Assessment, Special Assessment, or Specific Assessment), and the members shall be ineligible to vote on any matter, and such member's vote shall not be counted for any purpose, until the member's account balance is paid in full.

3.3. Board Transition Date. From the date the Declaration is recorded in the records of Cherokee County, Georgia until the date on which the buildings to be constructed on the Apartment Tract 1, Apartment Tract 2, and the City Hall Tract have received a final certificate of occupancy (the "Board Transition Date"), the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons appointed by Declarant, in its sole and absolute discretion ("Original Board Members"). Until the Board Transition Date, Declarant shall have the sole authority to appoint and remove any person from the Board for any reason (with or without cause), at any time. On the Board Transition Date, the number of directors shall be increased to (5) persons and shall be appointed in accordance with the terms of the Bylaws.

3.4. Consent Required. Subject to the terms of this Declaration, unless at least two-thirds (2/3) of the total eligible votes of the members of the Association (and their respective mortgagees consent, if applicable), the Association or the members of the Association shall not:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; or

(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

As set forth in Article III, Section 3.17 of the Bylaws, the Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development and may do all such acts and things as are not by this Declaration, the Articles of Incorporation, or the Bylaws directed to be done and exercised exclusively by the members. In addition to those items listed in subsections (a) through (c) above, the only additional matters that this Declaration, the Articles of Incorporation, or the Bylaws direct to be done and exercised exclusively by the members shall be the following:

(a) petition to call a special meeting of the members in accordance with Article II, Section 2.2 of the Bylaws;

(b) adjourn a meeting of the members in accordance with Article II, Section 2.7 of the Bylaws;

(c) approve borrowing that exceeds or would exceed Fifty Thousand Dollars ($50,000.00) of outstanding debt at any one time pursuant to Article III, Section 3.15 of the Bylaws;

(d) approve amendments to the Bylaws pursuant and subject to Article V, Section 5.1 of the Bylaws;

(e) require that the Association accounts be audited as a common expense by an independent accountant pursuant to Article VI, Section 6.6 of the Bylaws;

(f) approve Special Assessments that exceed $50,000 in the aggregate in any given fiscal year pursuant to Article V, Section 5.4 of this Declaration;

(g) disapprove the Budget pursuant to Article V, Section 5.6 of this Declaration;

(h) approve amendments to this Declaration pursuant to Article XVII, Section 17.1 of this Declaration and subject to Article XVII, Section 17.2 of this Declaration; and

(i) approve annexation of Additional Property to this Declaration pursuant to Article XVIII, Section 18.1 of this Declaration.

3.5. Declarant Veto Right. For so long as Declarant is a member of the Association or owns an interest in any Membership Tract, Declarant shall have the absolute right to veto any and all votes, consents, or agreements between at least two-thirds (2/3) of the total eligible votes of the members of the Association ("**Declarant Veto Right**") which, but for Declarant exercising the Declarant Veto Right, would:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; or

(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

No vote, approval, consent, or agreement between any or all members of the Association shall be valid unless Declarant is notified in writing of the same. Declarant shall have fifteen (15) business days after receipt of such notice to exercise Declarant's Veto Right, after which, if Declarant has not exercised Declarant's Veto Right by notifying the Association in writing, Declarant shall be automatically deemed to have waived, in that instance only, its right to exercise Declarant's Veto Right.

3.6. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Tract. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE IV. ASSOCIATION RIGHTS AND RESTRICTIONS

4.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) enter into easement and cost-sharing agreement with other Persons that benefit and/or burden the Development pursuant to such terms as the Board deems reasonable;

(b) grant and accept permits, licenses, utility easements, leases, and other easements;

(c) acquire, hold, and dispose of tangible and intangible personal property and real property;

(d) appoint officers of the Association in accordance with the Bylaws;

(e) maintain, repair, and replace all portions of the Development for which the Association is assigned maintenance responsibility under this Declaration or any easement and cost-sharing agreement with other Persons; and

(f) purchase insurance in accordance with the terms of the Declaration, having deductibles authorized from time to time by the Board of Directors.

4.2. Indemnification of the Board. The members, directors, and officers of the Association and the Board, and any property manager hired by the Association, are not liable to the Owners for any mistaken judgment or acts or omissions which are made in such person's or entity's capacities as a member, director, officer, or managing agent. The Association will indemnify and hold harmless those parties against all contractual liabilities to others arising out of agreements made by those parties on behalf of the Association unless the agreements are made in bad faith or with knowledge that the same are contrary to the provisions of this Declaration.

ARTICLE V. ASSESSMENTS

5.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the Owners, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

5.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) General Assessments and charges; (ii) Special Assessments; and (iv) Specific Assessments. General Assessments and Special Assessments shall be assessed against all the Tracts in accordance with the percentage of liability for common expenses set forth in Exhibit "M" attached hereto and incorporated herein by this reference. Specific Assessments shall be assessed in accordance with Section 5.5 below.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment reasonable attorney fees actually incurred from any prior judgment, if any), shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each assessment is made. Such amounts shall also be the personal obligation of the

Person who was the Owner of such Tract at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

5.3. General Assessments. The Association, acting through the Board, shall have the power and authority to levy and collect assessments ("General Assessments"), payable in monthly installments, from each Owner to cover all charges for such expenses as may be reasonably determined from time to time by the Board to be common expenses to be assessed as General Assessments.

5.4. Special Assessments. In addition to other authorized assessments, the Association, acting through the Board, may levy certain assessments ("Special Assessments") against the Tracts, to be payable by their respective Owners, from time to time to cover unbudgeted common expenses or common expenses in excess of those budgeted; provided, however, during any given fiscal year the aggregate amount of Special Assessments levied by the Association shall not exceed $50,000.00 unless approved by members representing at least two-thirds (2/3) of the total eligible votes of the Association. Any Special Assessment shall also require the consent of the Declarant so long as Declarant is a member of the Association or owns an interest in any Membership Tract. Special Assessments shall be payable in such manner and at such time as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is levied. Notwithstanding anything to the contrary herein, the Association, acting through the Board, may assess a Special Assessment despite any applicable approval requirement if such assessment concerns costs and expenses necessary for the Association to fulfill legal directives or orders, or expenses associated with emergency events in which the operation and security of the Development were placed at risk.

5.5. Specific Assessments. The Association, acting through the Board, shall have the power to levy certain assessments ("Specific Assessments") against particular Tracts as follows: (i) to cover the costs, including overhead and administrative costs, of administering the obligations under any cost-sharing agreements applicable to the respective Tracts; (ii) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the respective Tracts or occupants thereof as mutually agreed upon between the Association and the respective Owners (which services might include, without limitation, garbage collection, office of amenity services, parking operations, drainage pond maintenance and upkeep, landscape maintenance, and security services), which assessments may be levied in advance of the provision of the requested benefit, item or service being provided as a deposit against charges to be incurred by the Owner or occupants; and (iii) to cover all costs incurred in bringing the respective Tracts into compliance with the terms of this Declaration, or costs incurred as a consequent of the conduct of the Owner of a Tract or their respective employees, agents, tenants, independent contractors, invitees, residents, guests, clients, customers or licensees.

5.6. Computation of Operating Budget. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated common expenses of the Association for the upcoming new fiscal year, including the amount of estimated General Assessments for the upcoming year (the "Budget"), and (2) deliver a copy of the Budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The Budget shall not operate as a limitation on expenditures by the Board, but, rather, the Budget is merely an estimate of expenses on which the Board may base the General Assessment. The Board may, but is not obligated to, permit the General Assessment to be paid in monthly, quarterly, or semi-annual installments. The Budget and the General Assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held prior to the beginning of the new fiscal year.

If either (1) the membership disapprove the Budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare Budget for the new fiscal year or (b) deliver the Budget to the Owners, as provided herein, then the Budget and General Assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year, with an added 5% increase. In the event the General Assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days' notice to the Owners, may increase the General Assessment during such fiscal year to cover the shortfall.

If, at the end of each fiscal year, the Board determines that the actual, documented common expenses, including any reserves, paid out of the Budget during the preceding fiscal year are less than the amount provided in the Budget for such fiscal year, the Association shall refund such excess to each of the Owners in proportion to their respective General Assessments. Conversely, if the actual, documented common expenses, including any reserves, exceeded the Budget for such year, the Owners shall pay their respective shares of such deficiency to the Association within thirty (30) days after written request therefor.

5.7. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

5.8. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, and which such reserve budget shall also take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets (the "**Reserve Budget**"). The Board may establish a reserve account (the "**Reserve Account**") dedicated solely to funding the

Reserve Budget. The Board may include in the Reserve Account funds for such expected repair or replacement costs, and may fund the Reserve Account from collected assessments.

5.9. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment (including any General Assessment, Special Assessment, or Specific Assessment), fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars ($10.00) or ten percent (10%) of the amount not paid or such higher amount as may be authorized by law, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum or such higher amount as may be authorized by law, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment (including any General Assessment, Special Assessment, or Specific Assessment), fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment (including any General Assessment, Special Assessment, or Specific Assessment), fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment reasonable attorney's fees actually incurred from any prior judgment, if any).

(e) A member's right to vote shall automatically be suspended without notice during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full.

5.10. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Tract, or a lender considering a loan to be secured by a Tract, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Tract. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Tract as of the date specified therein.

ARTICLE VI. DEFAULT, ADMINISTRATION AND ENFORCEMENT

6.1. Non-monetary Violations. If any Owner shall violate or breach any of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration (a "Defaulting Owner"), and such breach or violation is not cured within thirty (30) days after such Owner has received written notice from the Association or another Owner (an "Affected Owner") (the Association or the Affected Owner being collectively or individually, as the case may be, the "Notifying Party") of such breach or violation, the Notifying Party shall be entitled to: (i) institute and prosecute proceedings for the recovery of damages against such Owner for such violation or breach; (ii) institute and prosecute proceedings for the purpose of preventing or enjoining any or all such violation or breach or attempted violation or breach of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration; (iii) bring a suit for specific performance of the same; (iv) proceed to perform such defaulted obligation on behalf of such defaulting Owner (and shall have a license to do so); and/or (v) to the extent applicable, exercise any other rights and remedies set forth in this Declaration; provided, however, if such breach or violation is not cured within the aforementioned notice and cure period and such Owner is diligently prosecuting to completion the cure of such breach or violation, the Notifying Party shall not be entitled to exercise the remedies set forth in subsections (i), (iv) or (v) of this Section. Except as otherwise provided for in this Declaration, such remedies shall be cumulative of and in addition to any and all other remedies expressly provided for in this Declaration or which otherwise may now or hereafter be available at law or in equity, separately, concurrently, or in any combination.

6.2. Notifying Party Reimbursement. Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Notifying Party for any sum reasonably expended by the Notifying Party due to the default or in correcting the same, together with interest thereon at the highest rate permitted by law to be paid on such type of obligation ("Delinquency Rate").

ARTICLE VII. ARCHITECTURAL CONTROLS

7.1. Architectural Standards. No Owner, occupant, or any other Person may make any exterior change, alteration, modification, or construction on a Tract, nor erect, place or post any thing or object which materially affects the exterior appearance of a Tract, without first obtaining the written approval of the Development Authority in accordance with the rules, regulations, and policies of the Development Authority.

7.2. **LIMITATION OF LIABILITY. REVIEW AND APPROVAL OF ANY APPLICATION PURSUANT TO THIS ARTICLE MAY BE MADE ON ANY BASIS, INCLUDING SOLELY THE BASIS OF AESTHETIC CONSIDERATIONS, AND NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE DEVELOPMENT AUTHORITY, NOR ANY MEMBER OF THE FOREGOING SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE DESIGN, QUALITY, STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR FOR ENSURING COMPLIANCE WITH BUILDING CODES, ZONING REGULATIONS AND OTHER GOVERNMENTAL REQUIREMENTS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE DEVELOPMENT AUTHORITY, OR ANY MEMBER OF ANY OF THE FOREGOING SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE MANNER, DESIGN, OR QUALITY OF CONSTRUCTION ON OR MODIFICATIONS TO ANY TRACT, NOR MAY ANY ACTION BE BROUGHT AGAINST THE DECLARANT, ASSOCIATION, THE BOARD, THE DEVELOPMENT AUTHORITY, OR ANY MEMBER THEREOF, FOR ANY SUCH INJURY, DAMAGE, OR LOSS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE DEVELOPMENT AUTHORITY, NOR ANY MEMBER THEREOF, SHALL BE LIABLE TO ANY PERSON FOR ANY REASON WHATSOEVER FOR ANY INJURIES OR DAMAGES WHATSOEVER RELATING IN ANY WAY TO THE APPROVAL, DISAPPROVAL, CONDITIONAL APPROVAL, OR THE FAILURE TO APPROVE OR DENY ANY APPLICATION SUBMITTED TO IT PURSUANT TO THE TERMS OF THIS ARTICLE.**

7.3. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board, or its designees, shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees actually incurred, may be assessed against such Tract, regardless of whether or not litigation is filed.

7.4. Approval of COHS Concept Designs. The concept designs for the improvements to be constructed on the Apartment Tract 1, the Apartment Tract 2, , the Office/Retail Tract 1, the Office/Retail Parking Tract 1, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS Streets & Park Tract are attached hereto as Exhibit "N" (the "COHS Concept Designs"). Notwithstanding anything to the contrary contained in this Declaration, the Owner(s) of the Apartment Tract 1, the Apartment Tract 2, the Office/Retail Tract 1, the Office/Retail Parking Tract 1, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS Streets & Park Tract shall not be required to request and/or obtain approval of the Development Authority to construct the initial improvements on the Apartment Tract 1, the Apartment Tract 2, the Office/Retail Tract 1, the Office/Retail Parking Tract 1, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS Streets & Park Tract as depicted in the COHS Concept Designs so long as: (i) such improvements are constructed in general conformance with the COHS Concept Designs; (ii) such improvements substantially conform in design quality to similar improvements at other first rate, high quality developments; and (iii) such improvements have been approved by the City of Holly Spring's architectural review board. Notwithstanding the foregoing, any material alterations to such improvements will require the prior, written approval of the Development Authority.

ARTICLE VIII. MAINTENANCE RESPONSIBILITY

8.1. Owner's Responsibility. Each Owner shall maintain and keep in good repair, condition, and order the Owner's Tract, the improvements located on such Owner's Tract, and all structures located on such Owner's Tract. Such maintenance shall be performed in a manner which meets (or exceeds) standards commensurate with high quality, A+ mixed use developments and consistent with this Declaration and the Development-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Tract Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of this Declaration, including, but not limited to, Article VII of this Declaration.

8.2. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Tract.

If, during the course of performing such maintenance, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

8.3. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE IX. EASEMENTS

9.1. Easements for Use and Enjoyment. Every Owner of a Tract shall have a right and easement of ingress and egress, use and enjoyment in and to the COHS Streets, Parking and Parks Property, including the streets and sidewalks, which shall be appurtenant to and shall pass with the title to the Owner's Tract, subject to the following provisions:

(a) the right of the Development Authority to make and to enforce reasonable rules and regulations governing the use of the COHS Streets, Parking and Parks Property; provided, however, all parking located on the COHS Streets, Parking and Parks Property shall be free of charge for the Owners, residents, guests, invitees, and licensees of the Tracts; and

(b) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association.

9.2. Association Blanket Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Association (including the Board), and its permittees and licensees, a perpetual, nonexclusive easement for access, ingress and egress to, from, over, under and through the entire Development for the performance of its obligations and duties hereunder.

9.3. Temporary Construction Easement. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, a temporary non-exclusive easement over and upon each Tract for the purpose of construction of site improvements, and each Owner's construction of their respective vertical improvements on each Tract. This temporary construction easement shall expire upon the substantial completion of the construction on each Tract, as evidenced by a certificate of occupancy for the improvements thereon, and is subject to the following conditions: (a) each Owner shall exercise its easement rights with as little interruption and interference to the other Owners and Tracts as is reasonably possible; **[RESERVED],** and (c) upon completion, such Owner shall immediately remove, or cause to be removed, all vehicles, heavy equipment, machinery and construction supplies from any other Tract affected by such construction by such Owner.

9.4. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Tract due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Tract along a line perpendicular to such boundary at such point.

9.5. Emergency Access. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements over all Tracts for emergency ingress, egress, and access in circumstances involving immediate risks to personal health or safety. Entry shall not be to the interior of any improvements used for dwelling purposes unless such improvements are attached dwellings and such entry is necessary to address a current emergency, including, but not limited to, fire, flooding, or infestation.

9.6. Pedestrian Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements, rights, and privileges of pedestrian passage and use on, over, and across all pedestrian walkways, pedestrian malls or plazas, jogging trails, or bike paths now existing or hereafter constructed in, on, under, over, and through the Development in connection with the use and enjoyment of such improvements.

9.7. Vehicular Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements, rights, and privileges of vehicular ingress, egress, access, passage and use, on, over, and across, except for parking (unless otherwise specified herein), all roadways and driveways bordering, crossing or located upon the Development or any portion thereof, including, without limitation, the Common Roadways, pending construction thereof and, after construction thereof, as actually constructed in connection with the development, use and enjoyment of the Tracts by the respective Owners thereof and their employees, independent contractors, guests, invitees, agents, and other respective permittees.

9.8. Lateral Support Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements for lateral support over and through the Tracts, and any improvements thereon or therein which contribute to the lateral support of any other Tracts and any improvements completed thereon,

9.9. Easements for Enforcement. Declarant hereby declares, establishes, creates, and reserves for the Association non-exclusive, perpetual easements for and of access to the applicable areas of the Development to undertake any inspections authorized under this Declaration and to take any enforcement actions authorized under this Declaration; provided, however, the Association shall not have the right to exercise the easements established, created, and reserved in this Section with respect to any unit that is a residential dwelling, except in situations in which the Association in its sole, but reasonable, discretion determines an emergency exists. Any entry and access pursuant to this Section shall not constitute a trespass.

9.10. Directional Signage Easements. Declarant hereby declares, establishes, creates, and reserves for the benefit of the Development Authority non-exclusive, perpetual easements for the location, erection, maintenance, use, installation and removal of street, traffic, directional, and other related signs (the "Directional Signs") on, over, and through all portions of all of the Development lying within ten (10) feet of the Common Roadways or within ten (10) feet of any boundary line of any Tract which abuts a publicly dedicated street or road; provided, however, nothing contained in this Section shall permit the location, erection, maintenance, use, and/or installation of such signs if such location, erection, maintenance, use, and/or installation shall cause the signage to materially obstruct access to or visibility of any building or encroach onto or upon any buildings located on such Tract.

9.11. Stormwater Drainage Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, a non-exclusive reciprocal easement appurtenant on, over, across, in and through all parts of the Development, including, without limitation, any storm sewer lines, retention/detention areas, and ponds and appurtenant facilities now or hereafter located on the Development (collectively, the "**Drainage Facilities**"), for the drainage of surface water runoff from each Tract through or into such Drainage Facilities.

Subject to Declarant's consent, which shall not be unreasonably withheld, and subject to an Owner's compliance with the provisions of this Declaration, an Owner may relocate any common Drainage Facilities on its Tract; provided, however, that:

(a) any such relocation of common Drainage Facilities will be at the sole cost and expense of such Owner;

(b) the use of common Drainage Facilities by any other Owner will not be limited or interrupted by any such relocation;

(c) the present or future use of any such relocated Drainage Facilities by any other Owner shall not be limited in volume or concentration to amounts or levels that are less than that of the Drainage Facilities existing prior to the relocation;

(d) there shall not be an increase in the cost of operation or use of the Drainage Facilities to the other Owners as a result of said relocation; and

(e) for so long as Declarant owns any interest in any Tract, such Owner shall provide Declarant fifteen (15) days' notice of its plans to relocate any common Drainage Facilities on its Tract (and such written notice shall include adequate plans for such relocation), and Declarant shall have the right to veto such Owner's plans (in Declarant's reasonable discretion); provided, however, if Declarant does not inform such Owner of Declarant's decision to either veto or approval of such relocation within thirty (30) days of receiving such adequate notice from Owner, Declarant shall automatically be deemed to have consented to such Owner's plans.

9.12. Utility Easements. Declarant hereby establishes and creates for the benefit of, and as appurtenances to, each Tract, and the Owners thereof from time to time, with respect to, and as a burden upon, the other Tracts, perpetual non-exclusive rights, privileges and easements in, to, over, under, along and across the other Tracts for the purpose of (i) installing, operating, using, maintaining, repairing, replacing, relocating, and removing lines and facilities for the delivery of utility services to each Tract and the improvements from time to time located thereon, including but not limited to sanitary sewer, water (fire and domestic) specifically including a common water line for irrigation purposes, gas, electric, telephone and communication lines and other similar facilities (hereinafter collectively referred to as "Common Utility Lines"), and (ii) connecting and tying into the Common Utility Lines for such utilities which are installed from time to time within the Development and using such Common Utility Lines in connection with the delivery of such utility services to each such Tract and the improvements from time to time located thereon. Such easement rights shall be subject to the following provisions as well as the other provisions contained in this Declaration:

(a) Location. Any Common Utility Lines installed within the Development pursuant to this Section shall be underground unless otherwise agreed by the Owner of the Tract on which such Common Utility Lines are installed. All such Common Utility Lines shall be located either within the streets, or within ten (10) feet of the edge of pavement of the streets, or in a location otherwise approved by the Owner whose Tract is to be burdened thereby, and, in any case, shall be located outside of any building area. The easement area related thereto shall be no larger than whatever is necessary to reasonably satisfy the utility company, as to a public utility, five (5) feet on each side of the centerline as to a private line, or as otherwise agreed to by the affected parties. The Owner whose Tract is to be burdened shall have the right to require that a copy of an as-built survey of any such Common Utility Line be delivered to it after installation, at the installing party's expense.

(b) Construction. Any Owner of a Tract connecting to Common Utility Lines on the Tract of another party pursuant to this Section: (i) shall provide at least thirty (30) days prior written notice to the Owner(s) of the Tract(s) on which such Common Utility Lines are to be located of its intention to do such work, (ii) shall pay all costs and expenses with respect to such work, (iii) shall cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first class materials and in a good and workmanlike manner as quickly as possible and in a manner so as to minimize interference with the conduct or operation of the business of the Owner(s) whose Tract(s) is/are affected, (iv) shall not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility services to the other parties served by such Common Utility Lines, (v) shall obtain all necessary permits, licenses and approvals required for the installation of such Common Utility Lines and/or connection to existing Common Utility Lines on the other Tracts, including, without limitation the approval of any applicable utility company or Governmental Authority regarding the capacity of any existing Common Utility Lines to accommodate additional usage and shall comply in all respects with all applicable governmental laws, regulations, and requirements, (vi) shall promptly, at its sole cost and expense, clean the area and restore the affected portion of the other Tract(s) to a condition equal to or better than the condition which existed prior to the commencement of such work, (vii) except in the case of the installation of Common Utility Lines on the Tract of another party prior to completion of the initial construction of improvements on the Tract of such other party, shall cause such work to be done after normal business hours whenever possible and otherwise as quickly as possible and in such manner as to cause as little disturbance in the use of the Tract affected as is practicable under the circumstances, (viii) shall not impair storm water drainage from the other Tract(s), (ix) shall perform any such work in accordance with the reasonable requests of the Owner(s) of the Tract(s) affected thereby (for example, it is a reasonable request that all such work be done through use of a sleeve or lateral borings and that no direct borings occur if not absolutely required), and (x) shall indemnify and hold the Owner(s) of the Tract(s) on which such Common Utility Lines are installed harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, which may result from any such work.

(c) Relocation. Each Owner shall have the right at any time, and at its sole cost and expense, to relocate elsewhere within its Tract any such Common Utility Line serving another Tract, provided that such relocation shall be performed only after thirty (30) days' notice of such intention to so relocate shall be given to each party which is served by such Common Utility Line, and provided such relocation:

(i) shall not interrupt the normal business activities or peaceful enjoyment of the parties served by such Common Utility Line, diminish, or otherwise interfere with, or increase the cost of, the utility services to the parties served by such Common Utility Line;

(ii) shall not reduce or impair the usefulness or function of such Common Utility Line;

(iii) shall be performed without cost or expense to the parties served by such Common Utility Line;

(iv) shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used;

(v) shall not interrupt other utility services to other Tracts or unreasonably interfere with the conduct or operation of the business or peaceful enjoyment of any other Owner;

(vi) shall be performed in compliance with all applicable governmental laws, regulations and requirements;

(vii) shall not impair storm water drainage from any other Tract;

(viii) shall not materially impair access to or use of the streets; and

(ix) shall not disrupt the conduct or operation of the business of any other Owner or occupant during normal business hours.

Documentation of the relocated easement area shall be at the expense of the Owner undertaking such relocation and shall be accomplished as soon as possible. The Owner of the Tract served by such relocated utility shall have a right to require an as built survey of such relocated utility be delivered to it at the relocating party's expense.

(d) Fees and Charges. The Owner of each Tract shall be responsible for all connection charges, user fees, tap-on fees, and similar fees and charges imposed by utility companies or any Governmental Authority as a result of the connection of any such Common Utility Line to the improvements constructed upon such Owner(s)'s Tract.

(e) Dedication. The Owner of any Tract on which such Common Utility Lines are located shall have the right to dedicate and convey to the appropriate Governmental Authority and to public utility companies any Common Utility Lines installed pursuant to this Section, provided any such dedication or conveyance shall not adversely affect the use and enjoyment of such Common Utility Lines by the Owners of the other Tracts, and to grant any other easements or licenses to such appropriate Governmental Authority and public utility companies as are reasonably necessary or desirable for obtaining adequate utility service for the benefit of such Owner's Tract, provided such easements and licenses shall not interfere with the use and enjoyment of the other Owners, and provided that such easements and licenses shall in any event be located outside of the building areas on such other encumbered Tracts. The Owners of the other Tracts shall cooperate and assist such other Owner and shall join in and consent to such dedications and conveyances if requested by other such other Owner, at no cost, however, to any such parties. If any facilities with respect to which easements are created by this Declaration are dedicated to any Governmental Authority or any quasi-governmental authority, then the easement rights established by this Declaration with respect to the dedicated facilities shall automatically terminate upon such dedication. If any Owner wishes to dedicate any such facilities to a Governmental Authority or a quasi-governmental authority, the other Owners agree to cooperate to cause such facilities to be so dedicated, at no expense to such Owners.

9.13. No Rights to Public Generally. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public. The Owners, as to their respective Tracts, hereby reserve the right to close temporarily, to the extent reasonably practicable, upon seven (7) days' prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Tract) to all other Owners, all or any portion of the Owner's Tract which, in the reasonable opinion of the Owner, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any person other than the persons for which such easements are expressly created in this Declaration. In the event that any other Owner should deem the temporary closing of such easements necessary to prevent such dedication or accrual of rights, and should such other Owner so advise the other Owners, the other Owners hereby agree not to refuse unreasonably to close temporarily such easements upon the request of such other Owner therefor to prevent public rights from arising with respect thereto.

9.14. Installation, Maintenance, and Repair. Unless otherwise provided herein, each and every Owner exercising its respective rights under the easements granted, reserved and created in this Article agree with and for the benefit of the Association and the other Owners, that any and all construction, installation, repair, replacement, relocation, and maintenance of any streets, roads, driveways, walkways, sidewalks, trails, paths, connections, utility lines, signs and other facilities (i) shall be done in compliance with the Environmental Restrictions and Environmental Maintenance Obligations, and (ii) shall be done by, and at the sole cost and expense of, the Owner so exercising its rights under this Article; (ii) shall be done only upon reasonable notice to the Owner whose Tract is so affected; and (iii) shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to the Owners in the normal operation of their properties and the improvements thereon. After the completion of any such construction, installation, repair, replacement, relocation, and maintenance of any such streets, roads, driveways, walkways, sidewalks, trails, paths, connections, utility lines, signs, and other facilities, the Tract on, over, under or through which such work was done, shall be left in a clean and good condition, with all debris removed therefrom, with trenches and cuts properly filled, with any plants, shrubbery or other landscaping which may have been disturbed by such work restored to their former condition and with all areas within which dirt has been exposed, reseeded, and with dirt properly handled and disposed of in compliance with the Environmental Restrictions.

9.15. Rights of Other Parties. Except as otherwise expressly provided herein, each of the easements created, granted, conveyed, and/or reserved pursuant to this Article may be utilized by the lessees, employees, invitees, permittees, contractors, subcontractors, assigns, and successors of each Owner, and/or the Association, as the case may be.

9.16. Scope of Easements. Each of the easements created by this Declaration shall (unless expressly provided herein to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the property identified.

ARTICLE X. SALE OF TRACTS

10.1. Grantor's Obligation for Notice. A Tract Owner intending to make a transfer or sale of a Tract or any interest in a Tract shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

10.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Tract, the grantee of the Tract shall give the Board written notice of such ownership of the Tract. Upon failure of an Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Tract and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

ARTICLE XI. INSURANCE

11.1. Individual Tract Owner Insurance. Each Owner shall carry blanket all risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Tract, and all structures constructed thereon. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. Nothing contained in this Section shall require the Association to purchase insurance on behalf of the Owner.

11.2. General Liability Insurance and Directors' and Officers' Liability Insurance. The Board shall obtain a general liability policy covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance.

The general liability policy shall have a combined single limit of at least one million ($1,000,000.00) dollars.

11.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible.

11.4. Policy Terms. All such insurance coverage obtained by the Board and the Owners shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available.

(e) The Board and the Owners shall use reasonable efforts to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, if any, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners, and a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal due to any defect or conduct of any director, officer, or agent of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time for the required cure to be performed;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Association.

ARTICLE XII. REPAIR AND RECONSTRUCTION

12.1. Tracts. In the event of damage to or destruction of all or any part of a Tract as a result of fire or other casualty, the Owner of the Tract or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Tract in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

ARTICLE XIII. RESTRICTIONS ON USE

13.1. Use Restrictions. No Owner shall operate, or allow or permit the operation of, on any portion of the Development, a franchise fast food restaurant, an establishment offering the provision of goods, services, or amusements from which minors would customarily be excluded because of the sexually explicit nature thereof (provided, however, that such prohibition involving minors shall not prohibit standard movie theaters that may exclude minors from certain shows), or for the operation of adult book stores, massage parlors (except first-class spas and massage establishments, such as Massage Envy and High-End Spa), brothels, public or private bathhouses, escort services, adult movie theaters, adult video theaters, or other establishments which display adult movies or adult video recordings, or establishments which display erotic, strip, nude, or semi-nude dancers, any facility selling or displaying pornographic materials, pawn shops, second-hand stores (except for first-class second-hand stores such as Plato's Closet or vinyl record stores), odd lot, closeout, or liquidation stores, auction houses, flea markets, junk yards, recycling facilities or stockyards, any educational or training facility operated by, affiliated with, owned (in whole or in part) by, or supported by any post-secondary educational institution, dry cleaning or laundry plants (except as to an establishment which receives and dispenses items for launder and/or dry cleaning but the processing of which such items is done elsewhere), blood banks, funeral homes, cemeteries, crematories or morgues or stores selling caskets (whether for human beings or for animals), establishments providing taxidermy services or other services related to the preserving, cleaning, curing, or processing of animals, fish, or wild game, the outdoor housing or raising of animals, the sale, leasing, or storage of automobiles (provided, however, that showrooms of luxury vehicles such as Tesla and other vehicles which commonly have first rate showrooms at high quality mixed use developments shall be permitted), boats, or other vehicles, any business servicing motor vehicles or selling gasoline or diesel fuel or vehicle or motor parts at retail or wholesale and services relating thereto, including, without limitation, any quick lube oil change services, or any other vehicle mechanical service or repair facility, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, including the storage and/or distribution facilities for the same (provided, however, such prohibition shall not apply to the Indoor Social Tract, which said Indoor Social Tract shall have the right to conduct brewing activities, including the storage and distribution for the same), refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash (except the washing of cars as a service incidental to a permitted use), a carnival, amusement park, or circus (except for an amusement facility or activity that is an incidental use to some other permitted use), an off track betting establishment, a bingo hall, any use involving underground storage tanks or the use, storage, disposal, or handling of Hazardous Material (as hereinafter defined), any use which may require water and sewer services in excess of the capacities allocated to the Development by any Governmental Authority, a church, temple, synagogue, mosque, or other house of worship, a so-called "head shop" or any other facility for the sale of paraphernalia for use with illicit drugs or (whether legal under the laws of the State of Georgia or not) other CBD, THC, hemp-based, e-cigarette or vape products, an abortion clinic or clinic offering abortions among its services, or the dumping or disposing of garbage or refuse, or any use which emits a noxious odor, noise or sound which can be heard or smelled outside of any building (provided, however, this provision shall not prohibit an outdoor paging system, nor shall it prohibit the reasonable emanation of cooking odors from any restaurants, dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors), nor shall it prohibit music which may be heard from a commercial place of business provided such music is compliant with all local ordinances). The foregoing restrictions shall run with and bind the Development and shall inure to the benefit of Declarant and the Owners, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years after the Effective Date and shall automatically renew for successive periods of twenty (20) years. There shall be no limit in the number of times of such restrictions shall be renewed. After the initial twenty year (20) period, the foregoing restrictions may be terminated, in whole or in part, by at least eighty percent (80%) of the Owners of the Tracts executing a document containing a legal description of the Development, a list of the names of all record Owners, and a description of the restriction(s) to be terminated. Such document shall be recorded in the office of the Clerk of the Superior Court of Cherokee County, Georgia no sooner than but within two (2) years prior to the expiration of any renewal twenty (20) year period.

13.2. Trash. Without limiting the foregoing, no trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Development, except in sanitary containers or garbage compactor units which are regularly removed. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed to be fully screened by shrubbery or other appropriate material, including operable doors, as not to be visible from any adjacent site, road or lake within sight distance of the Development at any time except during refuse collection. Any doors shall be maintained in closed position when refuse is not being collected. No outside burning for the disposal of wood, leaves, trash, garbage or other refuse shall be permitted.

ARTICLE XIV. HAZARDOUS MATERIAL, INDEMNITY

14.1. Limitations on Use. With respect to the Hazardous Material currently existing in, on or under the Development, each Owner and occupant will develop and use their respective Tracts in accordance with, and at all times will fully comply with, the Environmental Restrictions and Environmental Law. "Hazardous Material" means any substance, whether solid, liquid, or gaseous: (i) which is listed, defined, or regulated as a "hazardous substance," "hazardous waste," "hazardous material" or "solid waste," or otherwise classified or regulated as dangerous, hazardous, or toxic, in or pursuant to any Environmental Law; (ii) which is or contains petroleum or petroleum products, asbestos, radon, lead, mold, any polychlorinated biphenyl, polybrominated diphenyl ether, urea formaldehyde foam insulation, explosive or radioactive material, infectious, biological or chemical agent or substance; or (iii) which causes contamination or nuisance, or threat of the same, on the Tracts or any adjacent property, or a hazard or potential harm to human health, safety, or the environment. "Environmental Law" means any applicable federal, state, or local laws, statutes, rules, regulations, ordinances, or orders, or judicial or administrative decrees or decisions relating to pollution, human health, safety, or the environment, or to the Release or threatened Release (as defined by 42 CFR 9601(22)) of Hazardous Material into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of, or exposure to, pollutants, contaminants, chemicals or industrial, toxic or hazardous materials, substances, or wastes, in each case as amended and whenever in effect, whether existing now or promulgated in the future.

14.2. Subsequent Hazardous Materials. No Owner and/or occupant of any portion of the Development shall use or permit the use of Hazardous Material first introduced onto the Development after the Effective Date on, about, or under the Development, except of a reasonable type and commercial quantity used in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with Environmental Law. Each Owner shall promptly notify the Association in writing of: (i) any enforcement, cleanup, removal, or governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Law; (ii) any written claim made or threatened against the Owner, its Tract or any improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (iii) any written reports made to any environmental agency arising out of or in connection with any Hazardous Material in, on, under or removed from its Tract or any Improvements located thereon, including any written complaints, notices, warnings or asserted violations in connection therewith. Each Owner shall also deliver to the Association, within five (5) business days after such Owner first receives or sends the same, copies of all such claims, reports, complaints, notices, warnings, or asserted violations relating in any way to his or her Tract, any improvements located thereon, or the Owner's use thereof.

14.3. Indemnity. Each Owner agrees to protect, defend, indemnify and hold the other Owners and the Association harmless from and against all causes, claims, demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees) incurred, directly or indirectly, by such other Owner as a result of or in connection with such Owner's failure to comply with any of the provisions of this Article which are specifically applicable to such Owner.

14.4. Indemnity to Declarant. Each of the Owners agrees to indemnify, defend and hold harmless Declarant from and against all losses, liabilities, damages, causes of action, judgments, penalties, fine, costs and expenses (including fees, costs, and expenses of attorneys, consultants, contractors, experts, and laboratories), of any kind, occurring on or after the Effective Date arising from or related to the presence of Hazardous Material on or at the Development caused by any Owner or other person or entity employed, controlled or affiliated with the Owner ("Owner Party), provided, however, the foregoing obligation to indemnify, defend and hold harmless Declarant shall not apply to any Hazardous Material which were present on or beneath the Owner's Tract prior to the Effective Date of this Declaration.

ARTICLE XV. PARKING

15.1. Office/Retail Parking Tract 1 Exclusive Operation. Office/Retail Parking Tract 1 shall be subject to the exclusive operation, use and control of the Owner of Office/Retail Parking Tract 1, along with its guests, invitees, and permitted users. Expenses concerning the operation, maintenance, repair or upkeep of the Office/Retail Parking Tract 1 shall be the sole responsibility of the Owner of such tract.

15.2. Indoor Social Tract Exclusive Operation. The parking located on the Indoor Social Tract shall be subject to the exclusive operation, use and control of the Owner of Indoor Social Tract, along with its guests, invitees, and permitted users. Expenses concerning the operation, maintenance, repair or upkeep of the parking located on the Indoor Social Tract shall be the sole responsibility of the Owner of such tract.

ARTICLE XVI. MORTGAGEE'S RIGHTS

16.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Tract obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Tract which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

16.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Tract and name of the Tract Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Tract subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

(b) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

16.3. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

16.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Tract pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Tract acquired by the Mortgagee.

16.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Tract.

ARTICLE XVII. AMENDMENTS

17.1. General. This Declaration may be amended by a document that has been fully executed by and acknowledged and consented to by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of members of the Association representing at least eighty percent (80%) of the total eligible votes in the Association and the written consent of the Declarant (so long as Declarant owns any interest in any property subject to this Declaration). Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records.

17.2. Limitation Period. Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of this Declaration or such amendment in the Cherokee County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time, and by acceptance of a deed of a Tract, each Owner, whether now or hereafter existing, hereby waives the right to bring any action challenging the validity of this Declaration would be brought within one (1) year of the recording of this Declaration the Cherokee County, Georgia land records.

ARTICLE XVIII. ANNEXATION

18.1. Annexation of Additional Property. The Declarant may from time to time subject to the provisions of this Declaration all or any portion of the Additional Property. Such annexation shall be accomplished by recording a Supplemental Declaration describing the property to be annexed. Such Supplemental Declaration shall require the consent of the members of the Association representing at least eighty percent (80%) of the total eligible votes in the Association and the consent of the owner of the property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant to acquire, annex, or develop any of the Additional Property.

ARTICLE XIX. SIGNAGE CONTROL; TRADEMARK PROTECTION

19.1. Signage Control. RESERVED.

19.2. Trademark Protection. RESERVED.

ARTICLE XX. GENERAL PROVISIONS

20.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce, in its sole discretion, any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Failure of the Declarant or the Board of Directors to exercise their authority to take enforcement action authorized by the Declaration, Bylaws or rules and regulations of the Association shall not be grounds for any action against the Declarant, the Association, or the Board of Directors, or any of the directors, officers, employees, committee members, or agents of the foregoing. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended. The Board shall also have the right to suspend a member's right to vote for a reasonable period of time for any violation of the Declaration, Bylaws, or rules and regulations. Nothing in this Declaration or the Bylaws shall operate to suspend the member's right with respect to the appointment of a director(s) of the Board of Directors.

(b) Abatement and Self-Help. The Board or its designee may enter upon a Tract to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Tract ten (10) days notice of the Board's intention to enter the Owner's Tract and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, occupant and/or Tract subject to the violation.

(c) Notice of Violation. The Association shall have the authority to record in the Cherokee County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Tract.

(d) Enforcement Costs. The Owner or occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Tract.

(e) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. Neither the Declarant, the Association, its Board of Directors, any duly created committee, any member of any of the foregoing, the Association's officers, nor agents shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration, the Bylaws, or the rules and regulations of the Association. Each Owner acknowledges and agrees that the Association has the discretion to pursue covenant violations based on the gravity of the violation, the strength of the Association's legal and factual position, and the Association's financial position. The Association's decision regarding any specific covenant violation shall not affect the rights of other Owners with respect to that violation.

20.2. No Merger. It is the express intention of the Declarant that the easements, rights, privileges and obligations granted and declared under this Declaration shall burden and benefit each such Tract, as stated herein, individually as a separate and distinct parcel of land. In the event Declarant further subdivides its Tract, the easements, rights, privileges and obligations granted and declared under this Declaration shall not be extinguished by the operation of the doctrine of merger of estates as a result of common ownership. Upon conveyance of any portion of any Tract such that the Tract ceases to be under the sole ownership of an Owner, neither the Owner conveying said Tract nor the Owner acquiring said Tract shall need to execute additional documentation to evidence the existence of said easements, rights, privileges and obligations, and said easements, rights, privileges and obligations shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded in the appropriate public real estate records.

20.3. Consent. Any request for consent or approval of the Board under this Declaration shall (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained, if any; and (c) be accompanied by such background information as is reasonably necessary to make an informed decision thereon.

20.4. No Agency. Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent or of a limited or general partners or of joint venturers or of any other association between the Owners any permittees and any other person or entity, unless expressly stated herein.

20.5. Time of the Essence. Time is of the essence for all terms contained within this Declaration.

20.6. Duration. The covenants, conditions, restrictions, and easements within this Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law; provided, however, so long as Georgia law restricts the time permitted for covenants restricting lands to certain uses to run, the restrictions contained herein shall run with and bind the Development and shall inure to the benefit of Declarant and the Owners, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years after the Effective Date and shall automatically renew for successive periods of twenty (20) years. There shall be no limit in the number of times of such restrictions shall be renewed. After the initial twenty year (20) period, the restrictions may be terminated, in whole or in part, by at least eighty percent (80%) of the Owners of the Tracts executing a document containing a legal description of the Development, a list of the names of all record Owners, and a description of the restriction(s) to be terminated. Such document shall be recorded in the office of the Clerk of the Superior Court of Cherokee County, Georgia no sooner than but within two (2) years prior to the expiration of any renewal twenty (20) year period. Any violation of said covenants, conditions, restrictions, and easements shall not result in a forfeiture or reversion of title or of any easements granted hereunder. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

20.7. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE DEVELOPMENT; HOWEVER, EACH OWNER AND OCCUPANT,

FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE DEVELOPMENT. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH TRACT OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

20.8. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

20.9. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

20.10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect. Each provision of this Declaration and the application thereof to the Tracts are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared and to cause such legal description to become a part of or subject to this Declaration, to the extent necessary. Ownership of more than one or all of the Tracts by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

20.11. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Tract, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

IN WITNESS WHEREOF, the undersigned has executed this Declaration under seal this ____ day of __________________, 20___.

DECLARANT:

WALTON HOLLY SPRINGS, LLC, a
Georgia limited liability company

Signed, sealed and delivered
in the presence of:

By: ______________________ (Seal)

Witness: ___________________

Name: ______________________

Its: ______________________

____
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal this 16th day of April, 2025.

DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS

By: ______________________ (Seal)

Name: Ollie Evans

Its: Chairman

Signed, sealed and delivered in the presence of:

Witness: ______________________

____
Notary Public

ERIN H. LOGAN
NOTARY PUBLIC
COMMISSION EXPIRES MAY 17, 2026
PICKENS COUNTY, GEORGIA

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal this ____ day of __________________, 20___.

STONECREST HOMES GA, LLC
a Georgia limited liability company

By: ________________________ (Seal)

Name: ________________________

Its: ________________________

Signed, sealed and delivered
in the presence of:

Witness: ____________________

____
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal this ____ day of __________________, 20___.

THE CITY OF HOLLY SPRINGS, GEORGIA

By: ______________________ (Seal)

Name: ______________________

Its: ______________________

Signed, sealed and delivered in the presence of:

Witness: ___________________

____
Notary Public

EXHIBIT "A"

DESCRIPTION OF SUBMITTED PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lots 306, 342 and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia, containing 766,630 square feet or 17.59 acres in accordance with a minor subdivision/lot consolidation plat for City of Holly Springs Downtown Development Authority by Southeastern Engineering, Inc., Wayne A. Powers Georgia Registered Land Surveyor #2891, dated May 5, 2022, last revised June 8, 2022, and being more particularly described as follows:

COMMENCING at a point at the common Land Lot Corner of Land Lots 306, 307, 342 and 343; THENCE, westerly along the common Land Lot Line of Line Lots 306 and 343 on a bearing of North 89 degrees 00 minutes 44 seconds West, a distance of 40.92 feet to a point at the southwesterly boundary of N/F City of Holly Springs (PID 15-0306-0011)(DB14739, PG1993); said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING, southeasterly along said southwesterly boundary on a bearing of South 30 degrees 38 minutes 59 seconds East, a distance of 115.65 feet to a point;
THENCE, southerly along a curve to the right an arc length of 71.68 feet (said curve having a radius of 45.00 feet and a chord bearing of South 14 degrees 58 minutes 49 seconds West and a chord distance of 64.34 feet) to a point on the northerly right-of-way of Hickory Road (apparent variable right-of-way)
THENCE, continuing along said right-of-way South 60 degrees 36 minutes 36 seconds West, a distance of 175.83 feet to a point; THENCE, South 63 degrees 39 minutes 54 seconds West, a distance of 61.91 feet to a point; THENCE, South 71 degrees 33 minutes 09 seconds West, a distance of 75.42 feet to a point;
THENCE, South 83 degrees 01 minutes 28 seconds West, a distance of 112.41 feet to a point;
THENCE, North 63 degrees 12 minutes 23 seconds West, a distance of 60.12 feet to a point;
THENCE, North 34 degrees 20 minutes 27 seconds West, a distance of 49.93 Feet to a point;
THENCE, North 22 degrees 24 minutes 04 seconds West, a distance of 75.99 feet to a point;
THENCE, South 73 degrees 23 minutes 07 seconds West, a distance of 66.10 feet to a point;
THENCE South 11 degrees 38 minutes 29 seconds East, a distance of 34.77 feet to a point;
THENCE, South 46 degrees 11 minutes 31 seconds West, a distance of 62.21 feet to a point;
THENCE South 81 degrees 12 minutes 53 seconds West, a distance of 25.82 feet to a point;
THENCE North 72 degrees 20 minutes 22 seconds West, a distance of 144.93 feet to a point;
THENCE, North 69 degrees 44 minutes 19 seconds West, a distance of 32.12 feet to a point;
THENCE, along a curve to the left an arc length of 185.16 feet (said curve having a radius of 693.52 feet and a chord bearing of North 78 degrees 47 minutes 21 seconds West and a chord distance of 184.61 feet) to a point; THENCE, along a curve to the left an arc length of 28.22 feet

(said curve having a radius of 693.52 feet and a chord bearing of North 87 degrees 36 minutes 12 seconds West and a chord distance of 28.21 feet) to a point;
THENCE, North 88 degrees 46 minutes 07 seconds West, a distance of 229.72 feet to a point;
THENCE, North 07 degrees 43 minutes 53 seconds West, a distance of 19.46 feet to a point at the southeast boundary corner of N/F Triduum Associates LLC (PID 15-0343-0016); THENCE, leaving said northerly Right of Way of Hickory Road and along the easterly boundary of N/F Triduum Associates LLC (PID 15-0343-0016) on a bearing of North 07 degrees 43 minutes 53 seconds West, a distance of 6.07 feet to a point; THENCE, North 01 degrees 07 minutes 57 seconds West, a distance of 35.50 feet to a point; THENCE, North 39 degrees 43 minutes 32 seconds West, a distance of 6.29 feet to a point at the easterly Right of Way of Georgia Northeastern Railroad (Variable Right of Way); THENCE, northerly along said easterly railroad Right of Way along a curve to the right an arc length of 229.22 feet (said curve having a radius of 1346.76 feet and a chord bearing of North 30 degrees 03 minutes 07 seconds East and a chord distance of 228.94 feet) to a point;
THENCE, North 34 degrees 55 minutes 41 seconds East, a distance of 260.61 feet to a point;
THENCE, along a curve to the left an arc length of 472.06 feet (said curve having a radius of 5737.39 feet and a chord bearing of North 32 degrees 34 minutes 15 seconds East and a chord distance of 471.93 feet) to a point; THENCE, along a curve to the left an arc length of 116.91 feet (said curve having a radius of 5737.39 feet and a chord bearing of North 29 degrees 37 minutes 48 seconds East and a chord distance of 116.90 feet) to a point; THENCE, leaving said railroad right-of-way along a curve to the right an arc length of 400.52 feet (said curve having a radius of 2086.00 feet and a chord bearing of South 47 degrees 11 minutes 24 seconds East and a chord distance of 399.90 feet) to a point; THENCE, South 26 degrees 13 minutes 02 seconds East, a distance of 49.16 feet to a point; THENCE, along a curve to the right an arc length of 233.64 feet (said curve having a radius of 2072.44 feet and a chord bearing of South 34 degrees 20 minutes 10 seconds East and a chord distance of 233.52 feet) to a point;
THENCE, along a curve to the right an arc length of 121.14 feet (said curve having a radius of 1147.50 feet and a chord bearing of South 33 degrees 40 minutes 26 seconds East and a chord distance of 121.08 feet) to a point; THENCE, South 30 degrees 38 minutes 59 seconds East, a distance of 221.00 feet to a point and the POINT OF BEGINNING.

EXHIBIT “B”

DESCRIPTION OF APARTMENT TRACT 1

All that tract or parcel of land lying and being in Land Lots 306, 342 and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence from the point thus established and leaving said Land Lot line South 30° 38' 59" East a distance of 115.65 feet to an iron pin set; thence running along a curve to the right an arc length of 71.68 feet, (said curve having a radius of 45.00 feet, with a chord bearing of South 14° 58' 49" West, and a chord length of 64.34 feet) to a point on the northerly Right of Way on Hickory Road (variable Right of Way); thence running along said Right of Way the following courses: South 60° 36' 36" West a distance of 3.89 feet to an iron pin set; thence South 60° 36' 36" West a distance of 171.94 feet to an iron pin set; thence South 63° 39' 54" West a distance of 61.91 feet to an iron pin set; thence South 71° 33' 09" West a distance of 75.42 feet to an iron pin set; thence South 83° 01' 28" West a distance of 112.41 feet to an iron pin set; thence North 63° 12' 23" West a distance of 60.12 feet to an iron pin set; thence North 34° 20' 27" West a distance of 49.93 feet to an iron pin set; thence North 22° 24' 04" West a distance of 75.99 feet to a point; thence leaving said Right of Way North 22° 24' 04" West a distance of 66.75 feet to an iron pin set; thence North 18° 07' 04" West a distance of 128.10 feet to an iron pin set; thence North 04° 01' 04" East a distance of 31.85 feet to an iron pin set; thence North 71° 52' 56" East a distance of 264.07 feet to an iron pin set; thence North 18° 16' 28" West a distance of 27.00 feet to an iron pin set; thence North 71° 52' 56" East a distance of 169.75 feet to an iron pin set; thence running along a curve to the right an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of South 30° 58' 46" East, and a chord length of 13.21 feet) to an iron pin set; thence South 30° 38' 59" East a distance of 221.00 feet to an iron pin set and the TRUE POINT OF BEGINNING. Said tract contains 4.488 Acres (195,511 Square Feet).

EXHIBIT "C"

DESCRIPTION OF APARTMENT TRACT 2

All that tract or parcel of land lying and being in Land Lot 306 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set; thence leaving said Land Lot line North 30° 38' 59" West a distance of 221.00 feet to an iron pin set; thence running along a curve to the left an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 30° 58' 46" West, and a chord length of 13.21 feet) to an iron pin set; thence running along a curve to the left an arc length of 107.93 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 34° 00' 13" West, and a chord length of 107.89 feet) to a point; thence North 31° 20' 30" West a distance of 17.03 feet to a point; thence running along a curve to the left an arc length of 112.87 feet, (said curve having a radius of 2072.44 feet, with a chord bearing of North 33° 08' 14" West, and a chord length of 112.85 feet) to an iron pin set and the TRUE POINT OF BEGINNING; thence from the point thus established and running along a curve to the right an arc length of 70.69 feet, (said curve having a radius of 38.00 feet, with a chord bearing of South 18° 35' 33" West, and a chord length of 60.93 feet) to an iron pin set; thence South 71° 52' 56" West a distance of 346.66 feet to an iron pin set; thence North 18° 07' 04" West a distance of 152.16 feet to an iron pin set; thence running along a curve to the right an arc length of 39.95 feet, (said curve having a radius of 38.00 feet, with a chord bearing of North 12° 00' 13" East, and a chord length of 38.14 feet) to an iron pin set; thence North 42° 07' 30" East a distance of 114.48 feet to an iron pin set; thence South 47° 52' 38" East a distance of 57.76 feet to an iron pin set; thence North 42° 07' 30" East a distance of 181.11 feet to an iron pin set; thence running along a curve to the right an arc length of 94.30 feet, (said curve having a radius of 2086.00 feet, with a chord bearing of South 42° 59' 04" East, and a chord length of 94.29 feet) to an iron pin set; thence South 26° 13' 02" East a distance of 49.16 feet to an iron pin set; thence running along a curve to the right an arc length of 103.75 feet, (said curve having a radius of 2072.44 feet, with a chord bearing of South 36° 07' 54" East, and a chord length of 103.74 feet) to an iron pin set and the TRUE POINT OF BEGINNING. Said tract contains 1.875 Acres (81,683 Square Feet).

EXHIBIT "D"

DESCRIPTION OF INDOOR SOCIAL TRACT

TO BE PREPARED

EXHIBIT "E"

DESCRIPTION OF CITY HALL TRACT

TO BE PREPARED

EXHIBIT "F"

DESCRIPTION OF COHS AMPHITHEATER TRACT

TO BE PREPARED

EXHIBIT "G"

DESCRIPTION OF COHS PARKING DECK TRACT

TO BE PREPARED

EXHIBIT "H"

DESCRIPTION OF COHS STREETS & PARK TRACT

TO BE PREPARED

EXHIBIT "I"

DESCRIPTION OF OFFICE/RETAIL TRACT 1

TO BE PREPARED

EXHIBIT “J”

DESCRIPTION OF OFFICE/RETAIL TRACT 2

TO BE PREPARED

EXHIBIT “K”

DESCRIPTION OF OFFICE PARKING TRACT 1

TO BE PREPARED

EXHIBIT "M"

PERCENTAGE OF LIABILITY FOR COMMON EXPENSES

TO BE PREPARED

EXHIBIT "M"

AMENDED AND RESTATED BYLAWS

OF

TOWN CENTER CITY MASTER ASSOCIATION, INC.

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS

OF

TOWN CENTER CITY MASTER ASSOCIATION, INC.

ARTICLE I. GENERAL

1.1. Applicability. These Bylaws provide for the self-government of Town Center City Master Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City (hereafter referred to as the "Declaration"), recorded in the Cherokee County, Georgia land records.

1.2. Name. The name of the corporation is Town Center City Master Association, Inc. (hereafter referred to as the "Association").

1.3. Definitions. The terms used but not otherwise defined herein shall have their generally accepted meanings or the meanings specified in the Declaration.

1.4. Membership. Each Owner of a Membership Tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No such Owner, whether one or more Persons, shall have more than one (1) membership per Membership Tract owned. In the event of multiple Owners of a Membership Tract, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Membership Tract.

1.5. Voting. Each Owner of a Membership Tract is allocated one (1) votes for each Membership Tract owned. Each Owner of a Membership Tract shall be entitled to vote on only those matters upon which members of the Association are explicitly entitled to vote pursuant to the Declaration or these Bylaws.

When more than one (1) Person holds an ownership interest in any Membership Tract, the vote for such Membership Tract shall be exercised as those Owners determine among themselves; provided, however, if more than one (1) Person seeks to exercise that vote, and such votes are in conflict with other Persons holding an ownership interest in the same Membership Tract, the vote for that Membership Tract shall automatically be suspended with respect to the matter being voted on. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge (including, without limitation, any General

Assessment, Special Assessment, or Specific Assessment), and the members shall be ineligible to vote on any matter, and such member's vote shall not be counted for any purpose, until the member's account balance is paid in full.

1.6. Consent Required. Subject to the terms of the Declaration and these Bylaws, unless at least two-thirds (2/3) of the total eligible votes of the members of the Association (and their respective mortgagees consent, if applicable), the Association or the members of the Association shall not:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; or

(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

As set forth in Article III, Section 3.17 of these Bylaws, the Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to those items listed in subsections (a) through (c) above, the only additional matters that the Declaration, the Articles of Incorporation, or these Bylaws direct to be done and exercised exclusively by the members shall be the following:

(a) petition to call a special meeting of the members in accordance with Article II, Section 2.2 of these Bylaws;

(b) adjourn a meeting of the members in accordance with Article II, Section 2.7 of these Bylaws;

(c) approve borrowing that exceeds or would exceed Fifty Thousand Dollars ($50,000.00) of outstanding debt at any one time pursuant to Article III, Section 3.15 of these Bylaws;

(d) approve amendments to these Bylaws pursuant and subject to Article V, Section 5.1 of these Bylaws;

(e) require that the Association accounts be audited as a common expense by an independent accountant pursuant to Article VI, Section 6.6 of these Bylaws;

(f) approve Special Assessments that exceed $50,000 in the aggregate in any given fiscal year pursuant to Article V, Section 5.4 of the Declaration;

(g) disapprove the Budget pursuant to Article V, Section 5.6 of the Declaration;

(h) approve amendments to the Declaration pursuant to Article XVII, Section 17.1 of the Declaration and subject to Article XVII, Section 17.2 of the Declaration;

(i) approve annexation of Additional Property to the Declaration pursuant to Article XVIII, Section 18.1 of the Declaration.

1.7. Declarant Veto Right. For so long as Declarant is a member of the Association or owns an interest in any Membership Tract, Declarant shall have the absolute right to veto any and all votes, consents, or agreements between at least two-thirds (2/3) of the total eligible votes of the members of the Association ("Declarant Veto Right") which, but for Declarant exercising the Declarant Veto Right, would:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; or

(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

No vote, approval, consent, or agreement between any or all members of the Association shall be valid unless Declarant is notified in writing of the same. Declarant shall have fifteen (15) business days after receipt of such notice to exercise Declarant's Veto Right, after which, if Declarant has not exercised Declarant's Veto Right by notifying the Association in writing, Declarant shall be automatically deemed to have waived, in that instance only, its right to exercise Declarant's Veto Right.

1.8. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Tract. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.9. Purpose. The Association, acting through the Board, shall have the responsibility of administering the Development, establishing the means and methods of collecting the assessments in accordance with the Declaration (including, without limitation, any General Assessment, Special Assessment, or Specific Assessment), and performing all of the other acts that may be required to be performed by the Association pursuant to the Declaration and Georgia Nonprofit Corporation Code. Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities (and all other matters not explicitly designated to the members by these Bylaws or the Declaration) shall be performed by the Board of Directors.

1.10. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Uniform Electronic Transactions Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II. MEETINGS OF MEMBERS

2.1. Annual Meetings. The annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may only be called for such purposes for which the members are entitled to vote upon pursuant to the terms of the Declaration and these Bylaws, and any action taken at such special meeting of the members must meet the same threshold voting requirements as required by the

Declaration or these Bylaws for the particular action being taken. Special meetings of the members may be called at any time by the President or by request of any two (2) or more directors, or upon written petition of at least twenty (20%) percent of the total eligible vote of the Association membership. Any such written petition by the members must be submitted to the Association's Secretary and must designate a purpose for which the members are entitled to vote upon pursuant to the terms of the Declaration and these Bylaws. The Secretary shall then verify that the required number of members have joined in the petition and shall submit the petition to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws; provided, however, if the petition does not designate a purpose for which the members are entitled to vote upon pursuant to the terms of the Declaration and these Bylaws, the President shall have no obligation to call the special meeting. Members petitioning for a special meeting may request the date, time and location of the meeting, but such request shall not be binding upon the Association.

2.3. Telephonic or Virtual Meetings. In the Board's discretion, any meeting of the members may be held by means of remote telephone or electronic communication, including, but not limited to, virtual meeting platforms, video conferencing, the internet, or other similar means, provided all persons participating in the meeting can hear each other or can otherwise communicate with each other. The Board of Directors may adopt rules and procedures governing the conduct of meetings by remote telephone or electronic communication. For in-person meetings of the members, the Board of Directors may, but shall not be required, to allow attendance by remote telephone or electronic communication.

2.4. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting. All notices shall state the date, time, and location of the annual or special meeting. If any member wishes notice to be given to an address other than the Owner's Tract address, the member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

2.5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the date, time and location thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.6. Quorum. The presence, in person or by proxy, of members entitled to cast two-thirds (2/3) of the total eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is closed and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.7. Adjournment. Any meeting of the Association members may be adjourned from time to time for periods not exceeding ten (10) days by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.8. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term "proxy" shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member's vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. The member giving the proxy shall be the "proxy giver" and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the "proxy holder." Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Proxies shall be counted towards establishment of a quorum.

2.9. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

2.10. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert's Rules at that meeting. The failure to comply with the Roberts Rules of Order (latest edition) shall not invalidate any action taken at any meeting of the Association.

ARTICLE III. BOARD OF DIRECTORS

3.1. Composition. Prior to the Board Transition Date, the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, who shall be appointed by the Declarant as provided herein. Beginning with the fiscal year first commencing after the Board Transition Date, the affairs shall be governed by a Board of Directors composed of five (5) persons, who shall be appointed in accordance with the terms herein.

3.2. Appointment and Term.

From the date the Declaration is recorded in the records of Cherokee County, Georgia until the date on which the buildings and improvements to be constructed on Apartment Tract 1, Apartment Tract 2, and the City Hall Tract have each received a final certificate of occupancy (the "**Board Transition Date**"), the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons appointed by Declarant, in its sole and absolute discretion ("Original Board Members"). Until the Board Transition Date, Declarant shall have the sole authority to appoint and remove any person from the Board for any reason (with or without cause), at any time. Beginning with the fiscal year first commencing after the Board Transition Date, the number of directors shall be increased to (5) persons and shall be appointed as follows: (a) the Owner(s) of Apartment Tract 1 and Apartment Tract 2 shall appoint three (3) directors; (b) the Owner(s) of the City Hall Tract shall appoint one (1) director; and (c) the

Owner(s) of the Office/Retail Tract 1 and Office/Retail Tract 2 shall appoint one (1) director.

For purposes of the right to appoint persons to the Board of Directors, no provision in these Bylaws or in the Declaration which operates to deprive a member of the Association of their right to cast a vote (whether temporarily or permanently) shall apply to the right of an Owner to appoint a person to the Board as provided herein. Beginning with the fiscal year first commencing after the Board Transition Date, and upon each fiscal year thereafter, the Owners of the Apartment Tract 1, Apartment Tract 2, City Hall Tract, Office/Retail Tract 1 and Office/Retail Tract 2 shall appoint the directors of the Board of Directors in accordance with this Section. All directors shall be appointed for one (1) year terms and shall hold office until their successors are appointed. In the event the Owners of the Apartment Tract 1, Apartment Tract 2, City Hall Tract, Office/Retail Tract 1 and/or Office/Retail Tract 2 fail to appoint new directors at the beginning of any fiscal year commencing after the Board Transition Date, the then-existing Board of Directors shall automatically continue to hold office and carry out all rights and duties given to the Board of Directors herein unless and until such appointment is consummated. Nothing in these Bylaws or in the Declaration shall be construed so as to prevent any of the Original Board Members from being appointed to act again on the Board of Directors after the Board Transition Date.

3.3. Removal of Directors. Any director may be removed with or without cause by the Person who appointed the director, and a successor may then and there be appointment by such Person to fill the vacancy created.

3.4. Vacancies. Vacancies on the Board caused by any reason, shall be filled by the Person who appointed the vacant position. The successor selected shall hold office for the remainder of the term of the director being replaced, unless removed according to the terms of these Bylaws or the Declaration.

3.5. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

3.6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

3.7. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months.

3.8. Special Meetings. Special Board meetings may be called by the President on three (3) days notice to each director given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice upon the written request of at least two (2) directors.

3.9. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum and Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast a majority of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

3.11. Majority Vote. All decisions of the Board shall be made by a majority vote of those directors present at a meeting of the Board at which a quorum is present.

3.12. Open Meetings. All Board meetings shall be open to all Owners, but Owners other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, delinquent assessments, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.13. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action; provided, however, notice of such action shall be provided to all directors prior to such action being taken. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

3.14. Powers and Duties. Notwithstanding anything in these Bylaws to the contrary, the Board's rights, powers, and duties (whether set forth by these Bylaws, the Declaration, or the Articles of Incorporation) shall at all times be subject to the privileges, rights, powers, and duties belonging to the Declarant pursuant to the Declaration and these Bylaws. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall, subject to as provided in the Declaration, have the exclusive power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;

(c) maintaining, repairing, and replacing all portions of the Development for which the Association is assigned maintenance responsibility under the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of all portions of the Development for which the Association is assigned maintenance responsibility under the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the Tracts;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance as provided in the Declaration, and paying the premium cost thereof;

(j) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into management agreements. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

3.15. Management Agent. The Board may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.16. Borrowing. The Board shall have the power to borrow money; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand Dollars ($50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding two-thirds of the total Association vote.

3.17. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV. OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be directors. All principal officers shall be elected by the Board, but need not be a director. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

4.2. Appointment of Officers. The Association officers shall be appointed annually by the Board of Directors, and shall hold office at the pleasure of the Board and until a successor is elected.

4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be elected.

4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

4.6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

ARTICLE V. AMENDMENTS

5.1. General. These Bylaws may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of members of the Association representing at least eighty percent (80%) of the total eligible votes in the

Association and the written consent of the Declarant (so long as Declarant owns any interest in any property subject to this Declaration). Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records.

5.2. Limitation Period. Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cherokee County, Georgia land records. No action to challenge these Bylaws or any such amendment may be brought after such time.

ARTICLE VI. MISCELLANEOUS

6.1. Committees. The Board may establish committees as the Board deems desirable with the powers and duties that the Board shall authorize. Except as otherwise provided herein and in the Declaration, members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

(1) Personal delivery to the addressee;
(2) Via United States mail, first class, postage prepaid;
(3) Via electronic mail;
(4) Via facsimile; or
(5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Tract; or

(3) If to the Association, the Board or the managing agent, if any, at the postal address, facsimile, or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

6.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a majority of the Association members present at such meeting, in person or proxy, require that the Association accounts be audited as a common expense by an independent accountant.

6.7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Tract, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

6.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

This ________ day of ____________________________________, 20__.

TOWN CENTER CITY MASTER
ASSOCIATION, INC.

____
Signature of President
Print Name: __________________

Sworn to and subscribed before me
this ____ day of _________, 20__.

Witness: ___________________

____
Notary Public

____
Signature of Secretary
Print Name: __________________

Sworn to and subscribed before me
this ____ day of _________, 20__.

Witness: ___________________

____
Notary Public

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Agreement between the City of Holly Springs, Georgia and Georgia Power Company regarding the removal of three (3) existing city-owned lampposts, the installation of three (3) 75-Watt LED K445 lampposts, and two hundred fifty (250) linear feet of underground power cable and boring at the Holly Springs Depot, Project #LP105063, in an amount not to exceed $9,500.

EXECUTIVE SUMMARY:

The City of Holly Springs met with representatives from Georgia Power Outdoor Lighting to discuss the removal of three (3) existing city-owned lampposts at the Depot and requested the replacement of those fixtures with the style of lampposts that have been installed in the Holly Springs Town Center. The proposal from Georgia Power also includes boring to install new underground electric cable along the road frontage of the Depot.

FISCAL IMPACT:

The fiscal impact of this agreement is in the amount of $9,500 and also includes monthly charges of $118.56. The invoices will be paid from the General Fund.

ATTACHMENTS:

1. Georgia Power Project LP105063

RECOMMENDATION:

The staff recommendation is approval of this agreement.

CONCURRENCES:

Finance and Administration.

Lighting Services Agreement Customer Conversion NEC® (Governmental)

Georgia Power

Project # LP105063

Customer Legal Name City of Holly Springs DBA

Service Address 164 Hickory Rd Holly Springs GA 30142 County Cherokee County

Mailing Address PO Box 990 Holly Springs GA 30142

Email rlogan@hollyspringsga.us Tel # 770-345-5536 Alt Tel #

Tax ID# Business Description Gov't Streetscape

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☑ No ☐ If Yes, which Account Number? #Error

Equipment *(excludes any applicable sales taxes)*

	Action	Qty	Wattage	Type	Description	OH/UG	M/UM	Monthly Charge ($)*
(1)	INS	3	80	LED	Post Top	UG	M	$118.56
						Monthly Total		$118.56

Install (INS) Remove (REM) Reconnect (R/O) Previously Unbilled (UNB)

* Excludes applicable sales tax.

GPC Maintenance Explanation

1) Are Poles Included: ☑ Yes ☐ No
2) Wiring Included: ☐ Hand Hole to Light ☑ None
3) Control Device: ☑ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ LED Control(s) ☐ Other (Note Below)
4) Other (Note Below) ☐

Project Notes:
REMOVING (3) CUSTOMER OWNED POST TOP FIXTURES. INSTALLING (3) 75W LED K445 POST TOP FIXTURES AND 250FT OF UNDERGROUND BORING OF NEW CABLE.

Term (Months)	1

Prepaid Amount *(excludes any applicable sales tax)*	$9,500.00

Customer agrees to lease the Equipment referenced above from Georgia Power Company on the attached terms and conditions and authorizes all actions noted above. Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.
Customer also agrees to allow removal of existing lights. Yes ☑ N/A ☐

Customer Authorized Signature		**Georgia Power Company**	
Sign	**Date**	**Sign**	**Date**
Print Name:		Print Name: Brandon Jenkins	
Print Title:		Print Title: Account Exec	

TERMS and CONDITIONS *(Governmental Customer Conversion NEC Lease)*

1. **Lighting Equipment Lease.** This Lease Agreement (**"Agreement"**) states the agreed terms and conditions upon which **Georgia Power Company ("GPC")** will lease to **"Customer"** (identified on Page 1) the **"Equipment"** referenced on Page 1 for use at the stated "Service Address" (the **"Premises"**) The **"Equipment"** includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "*Project Notes*" Customer acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some Equipment

2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. **Customer expressly acknowledges that GPC retains title to the Equipment** and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove the Equipment when this Agreement ends. Customer authorizes GPC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that GPC may record those documents **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors**

3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801, Customer's mailing address is noted on Page 1

4. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission Customer agrees to pay the amount billed by the due date (20 days after billing date) Customer acknowledges GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate

5. **Premises Activity.** Customer grants a license and right of access to GPC, and its contractors and representatives, to enter the Premises with vehicles and equipment to. (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the **"Installation"**); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment, or (iv) conduct any other Agreement-related activity (items (i) – (iv) collectively, the **"GPC Activity"**) Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity **Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.**

6. **Installation.** Customer represents that (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation, and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation
   - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i e , 10 days') notice to GPC that GPC's Installation activity can commence
   - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C G A §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law** If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences Installation, Customer is responsible for all damages and any resulting delay
   - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified (**"Unforeseen Condition"**) If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control

7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then current Dig Law, (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law, and (iii) comply with the High-voltage Safety Act (O C.G A §§46-3-30 -- 46-3-40) As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than GPC (or a GPC contractor or representative).

8. **Maintenance.** During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement For a Customer Conversion, routine repair or replacement includes the light fixture, lamp, ballast, photoelectric device, and wiring from hand-hole to the light fixture. It excludes maintenance and replacement of all other components (poles, bases, conduit, controls, all other wiring, etc) unless otherwise noted on Page 1 All non-routine maintenance can be done at Customer's request and will be billed to Customer at then-current GPC rates **Customer must notify GPC of any need for Equipment repair by either calling 1-888-660-5890 or by reporting the need online (http://outdoorlighting.georgiapower.com)** If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost

9. **Pole Attachments.** If Customer desires to attach anything to any GPC Equipment (poles, light fixtures, etc), Customer must first obtain GPC's written consent Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization No GPC consent is required to attach something to equipment owned by the customer

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any GPC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**

11. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.

12. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing GPC's waiver of any past default will not waive any other default If default occurs, GPC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy

13. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O C G A § 13-10-91 and this is a contract for physical performance of services within the state of Georgia Compliance with requirements of O.C G A § 13-10-91 is a condition of this Agreement and is mandatory GPC will provide to Customer a contractor's affidavit as required by O C G.A § 13-10-91 GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O C G A § 13-10-91.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e g , address, phone, website) at any time by written notice to the other party Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without GPC's prior written consent No assignment, whether with or without consent, relieves Customer of its Agreement obligations Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises In this Agreement, "**including**" means "including, but not limited to." Georgia law governs this Agreement If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Agreement between the City of Holly Springs, Georgia and Georgia Power Company regarding the removal of one (1) 400-Watt HPS fixture and replacement with one (1) 161-Watt LED fixture at the Holly Springs Depot, Project #LP105066.

EXECUTIVE SUMMARY:

The City of Holly Springs met with representatives from Georgia Power Outdoor Lighting to discuss the lighting in the parking lot of the Depot. Georgia Power proposed the replacement of the existing outdoor fixture in the parking lot with an LED fixture. The City of Holly Springs will incur monthly charges of $31.07 for the proposed fixture.

FISCAL IMPACT:

The fiscal impact of this agreement is $31.07 per month. The invoices will be paid from the Holly Springs Parks and Recreation Fund.

ATTACHMENTS:

1. Georgia Power Project LP105066

RECOMMENDATION:

The staff recommendation is approval of this agreement.

CONCURRENCES:

Finance and Administration.

Lighting Services Agreement

Georgia Power

Project # LP105066

Customer Legal Name City of Holly Springs DBA

Service Address 164 Hickory Rd Holly Springs GA 30142 County Cherokee County

Mailing Address PO Box 990 Holly Springs GA 30142

Email rlogan@hollyspringsga.us Tel # 770-825-3494 Alt Tel # 770-345-5536

Tax ID# Business Description Gov't Streetscape

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

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
INS	1	160	LED	Roadway

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$23.80	$7.27	$31.07

Term (Months)	1

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

Project Notes:
REMOVING (1) 400W HPS FIXTURE AND INSTALLING (1) 161W LED AREA FIXTURE

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

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

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment ($)
$0.00

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

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name: Rob Logan	**Print Name:** Brandon Jenkins
Print Title: City Manager	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service, (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets, (iii) install additional equipment or devices on GPC Assets, or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line, irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law, (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises, Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term, or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement, (b) remove any GPC Asset from the Premises, or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801, Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement, any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation", (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"), (iii) **"e.g."** means "for example, including, without limitation", and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Resolution authorizing the submittal and management of the Georgia Department of Transportation (GDOT) Local Road Assistance Administration (LRA) funds application.

EXECUTIVE SUMMARY:

Governor Kemp and the Georgia Legislature have included Local Road Assistance Administration (LRA) funding in the Georgia amended fiscal year 2025 budget. The LRA funds will be administered and distributed using the Local Maintenance & Improvement Grant (LMIG) application system through the Georgia Department of Transportation (GDOT). The allocation of LRA funding for the City of Holly Springs is $248,182.20. The City has identified resurfacing and repairs in Childers Acres, striping at the intersection of Holly Springs Parkway and Sixes Road, and resurfacing and repairs on Hickory Road in the 2025 LRA Project.

FISCAL IMPACT:

The total projected fiscal impact of the proposed project is $344,994. LRA funds and Special Purpose Local Option Sales Tax Fund VI (SPLOST VI) will be used to fund the costs of the project.

ATTACHMENTS:

1. GDOT Local Road Assistance Administration Funding
2. GDOT LRA Grant Application RES

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

2025 2nd ROUND LMIG PROJECT REPORT
COUNTY/CITY: CITY OF HOLLY SPRINGS

ROAD NAME	BEGINNING	ENDING	LENGTH (MILES)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Childers Road	Holly Springs Pkwy	Holly Street	0.58	Patching, Resurfacing, Striping	$ 87,953.68	Summer 2025
Jacee Circle	Childers Road	Sweetgum Circle	0.26	Patching, Resurfacing, Striping	$ 41,970.88	Summer 2025
Sweetgum Circle	Childers Road	Childers Road	0.31	Patching, Resurfacing, Striping	$ 50,920.55	Summer 2025
Kimberly Road	Childers Road	Childers Road	0.31	Patching, Resurfacing, Striping	$ 49,994.72	Summer 2025
Hickory Rd	Roundabout	Cedar Valley Dr	0.32	Patching Only	$ 11,356.83	Summer 2025
Holly Springs Pkwy	Home Depot Drive	Sixes Road	0.30	Striping Only	$ 54,623.87	Summer 2025
Sixes Road	Holly Springs Pkwy	I-575	0.33	Striping Only	$ 48,173.93	Summer 2025
		Totals	**2.40**		**$ 344,994**	

Summary Report Striping

Road Name	Length	Width	Required Striping:	Thermo Arrow, TP 2	Thermo Striping Yellow (SY)	Thermo Striping White (SY)	Thermo Solid 8" White (LF)	Thermo Skip 5" Mini (GLF)	Thermo Skip 5" White(GLF)	Thermo Solid 5" Yellow (LF)	Thermo Solid 5" White (LF)	Thermo Solid 24" White (LF)	RPM's TP 1 (EA)	RPM's TP 3 (EA)
Childers Road	3050	17	stop bar									10		
Jacee Circle	1360	18	stop bar									20		
Sweetgum Circle	1650	19	stop bar									20		
Kimberly Road	1620	17	stop bar									20		
Sixes Road	1561	48	long lines, stop bars, crosswalks, skips	20					2500	3122	4122	108	78	78
Holly Springs Pkey	1770	48	Long Lines, Stop bars, crosswalks, skips	27	761	5530	1554	331	3540	3540	5314	168	89	89
As Directed				5	75	560	160	35	600	665	945	17	20	20
Totals				**52**	**836**	**6090**	**1714**	**366**	**6640**	**7327**	**10381**	**363**	**187**	**187**

Summary Report Milling, Patching & Topping

Road Name	Length	Width	SY	Deep Patching, 2" Depth w/ 19 MM MIX(TN)	Deep Patching, 4" Depth w/ 19 MM MIX(TN)	Variable Depth Milling (SY)	135 LB/SY 9.5 MM SP (TN)
Childers Acres							
Childers Road	2850	17	5383	59			363
Jacee Circle	1360	18	2720	30			184
Sweetgum Circle	1650	19	3483	38			235
Kimberly Road	1620	17	3060	34			207
Hickory Road	368	12	491		108		
HS Pkwy	1770						
Sixes Rd	1561						
As Directed				20	10	200	100
Totals	**11179**			**181**	**118**	**200**	**1089**

GDOT District	County	City	Total Mileage*	Population**	FY 2025 LRA Formula Amount	Required FY 2025 LRA Match
5	CHARLTON	(UNINCORPORATED)	285.08	7,253	$ 491,632.80	0%
5	CHARLTON	FOLKSTON	25.66	4,631	$ 74,386.93	0%
5	CHARLTON	HOMELAND	24.32	897	$ 44,048.69	0%
5	CHATHAM	(UNINCORPORATED)	363.50	92,600	$ 1,258,274.13	0%
5	CHATHAM	BLOOMINGDALE	32.08	3,142	$ 72,941.79	0%
5	CHATHAM	GARDEN CITY	47.33	10,426	$ 151,479.38	0%
5	CHATHAM	POOLER	115.92	28,766	$ 395,474.92	0%
5	CHATHAM	PORT WENTWORTH	55.29	12,347	$ 178,224.50	0%
5	CHATHAM	SAVANNAH	709.74	148,004	$ 2,208,343.85	0%
5	CHATHAM	THUNDERBOLT	15.78	2,550	$ 43,488.70	0%
5	CHATHAM	TYBEE ISLAND	30.33	3,132	$ 70,185.36	0%
5	CHATHAM	VERNONBURG	1.33	140	$ 3,097.84	0%
3	CHATTAHOOCHEE	CUSSETA-CHATTAHOOCHEE	80.79	8,819	$ 190,560.70	0%
6	CHATTOOGA	(UNINCORPORATED)	423.24	17,665	$ 782,141.02	0%
6	CHATTOOGA	LYERLY	5.93	452	$ 12,507.64	0%
6	CHATTOOGA	MENLO	7.10	479	$ 14,504.39	0%
6	CHATTOOGA	SUMMERVILLE	38.83	4,389	$ 92,727.76	0%
6	CHATTOOGA	TRION	19.30	1,951	$ 44,343.17	0%
6	CHEROKEE	(UNINCORPORATED)	1,271.20	184,976	$ 3,348,465.95	0%
6	CHEROKEE	BALL GROUND	19.03	2,853	$ 50,762.37	0%
6	CHEROKEE	CANTON	124.21	35,809	$ 461,525.45	0%
6	CHEROKEE	HOLLY SPRINGS	69.35	18,739	$ 248,182.20	0%
6	CHEROKEE	WALESKA	3.65	932	$ 12,651.17	0%
6	CHEROKEE	WOODSTOCK	113.54	37,350	$ 456,854.27	0%
1	CLARKE	ATHENS-CLARKE	610.24	128,561	$ 1,908,644.48	0%
1	CLARKE	WINTERVILLE	17.12	1,200	$ 35,314.88	0%
4	CLAY	(UNINCORPORATED)	196.70	1,747	$ 314,542.09	0%
4	CLAY	FORT GAINES	14.91	986	$ 30,308.48	0%
4	CLAY	BLUFFTON	4.40	112	$ 7,588.41	0%
7	CLAYTON	(UNINCORPORATED)	861.45	236,090	$ 3,108,000.34	0%
7	CLAYTON	FOREST PARK	79.58	19,400	$ 268,859.85	0%

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS AUTHORIZING THE SUBMITTAL OF THE GDOT LOCAL ROAD ASSISTANCE ADMINISTRATION (LRA) FUNDS APPLICATION THAT WILL BE ADMINISTERED AND DISTRIBUTED USING THE GRANTS (LMIG) APPLICATION SYSTEM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' ACCEPTANCE AND PARTICIPATION IN THE LOCAL ROAD ASSISTANCE ADMINISTRATION (LRA) FUNDS

WHEREAS, the Georgia Department of Transportation announced that the Governor and the Legislature included in Local Road Assistance Administration (LRA) funds in the amended fiscal year 2025 budget; and

WHEREAS, the LRA funds will be administered and distributed using the GRANTS (LMIG) Application System; and

WHEREAS, eligible activities and projects related to roadway improvements for LRA funds will be the same as the Local Maintenance & Improvement Grant (LMIG); and

WHEREAS, LRA funds will require no match; and

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 a Local Road Assistance Administration (LRA) funds application to the Georgia Department of Transportation using the GRANTS (LMIG) Application System;

2. The Mayor and City Council authorize the City Manager or his designee to act in all matters in connection with this application and the City of Holly Springs' acceptance and participation in the Local Road Assistance Administration (LRA) funds Program through the Georgia Department of Transportation;

3. The City of Holly Springs' officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 21st day of April 2025.

CITY OF HOLLY SPRINGS

____

Attest: Ryan P. Shirley, Mayor

____

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Proposal 063058 between Solutionz Inc. and the City of Holly Springs, Georgia regarding technology consulting and design services, including low-voltage and security systems for the new City Hall, in an amount not to exceed $14,100.

EXECUTIVE SUMMARY:

Solutionz Inc. will provide a technology engineering package for the City of Holly Springs' new City Hall building including design development & consultation, system layout & AV scope, and drafting & documentation. Deliverables include a drawing package with AV-audio and LV-low-voltage infrastructure drawings, and pricing estimates for the integration phase with 2 day support of this project.

FISCAL IMPACT:

The fiscal impact is $14,100 and will be paid from the Special Purpose Local Option Sales Tax VI (SPLOST VI) Fund.

ATTACHMENTS:

1. Solutionz Technology Design Proposal 063058

RECOMMENDATION:

The staff recommendation is approval of Proposal 063058 from Solutionz Inc.

CONCURRENCES:

Finance and Administration

SOLUTIONZ

4357 Park Drive, Suite E
Norcross, GA 30093
Phone: (888)815-6128

www.solutionzinc.com

City of Holly Springs, Georgia
Karen Norred
PO Box 990
Holly Springs, GA 30142
(770)721-7502
knorred@hollyspringsga.us

RE: New City Hall Building Technology Design Drawings

The following is Solutionz Inc. (Summit Solutionz Inc.) proposal for technology consulting and design services for the new City Hall Building located at 130 Timothy Downing Drive, Holly Springs, GA 30115.

Our customers rely on us to support technology initiatives and provide expertise and understanding of the complex requirements of today's communication backbone and technology systems. Solutionz engineering professionals work in partnership with customers using Industry standards.

Thank you for your consideration and the opportunity for Solutionz Inc. to be one of your most valued partners. We look forward to working with you and your team to further explore how we can play an integral part in supporting the current buildout and future technology needs.

Summit Solutionz Inc is an Active Vendor on the Georgia Statewide Contract # 9999-SPD-SPD0000210-0016

Sincerely,

Heather Kireta, CTS
Senior Account Manager
Solutionz Inc.
Heather.Kireta@Solutionzinc.com

4357 Park Drive, Suite E
Norcross, GA 30093

www.solutionzinc.com

EXECUTIVE SUMMARY OF SOLUTIONZ INC.

Solutionz Inc. (Summit Solutionz Inc) is a full-service communications system integrator and design firm and has been satisfying customers for over 30 years. Our business services range from small to mid-size as well as enterprise level corporate, government and higher education markets. We support our clients on local and international levels.

We provide our clients with streamlined communication and collaboration systems based on our innovative technology solutions and quality service. Our dedicated team members are industry certified, and manufacturer trained. This ensures our ability to provide the highest level of customer service.

Our team is made up of seasoned industry personnel. Our experience enables us to strategically guide our company and our clients through the multifaceted communications industry. Consolidating to a single qualified vendor simplifies and increases communications between trades. Our clients are liberated from the need to hire additional personnel for turnkey design build services resulting in true cost savings and increased ROI.

Scope of Work – varies based on phases detailed below.
Solutionz Inc. will provide a concise technology engineering package for the City of Holly Springs GA, new City Hall building. It is our intention to provide engineering development for fresh, state of the art, ease of use and maintain Access Control & VMS, Technology Infrastructure, Wireless, DAS Systems-(if desired), and Audio/Visual Technology, that reflect the innovative nature of the facilty goals.

Based on the information received, we understand:
The project is generally described as a three-floor space with basement. We will focus on multiple areas throughout the three floors, including offices, Council Chamber, Sub Chamber, Lobbies, Conference Rooms, Workrooms and Breakrooms.

Design Development & Consultation
Solutionz will conduct applicable design development meetings with CPL Architecture, and the client to discuss technology requirements and how they impact the physical space. We will Provide submittals (cut sheets) as required by the Architect to add details to their base building drawings.

System Layout & AV Scope
This includes systems planning, layout and coordination of systems integration, engineering of Access Control & VMS, Technology Infrastructure, Audio/Visual Technology and development of AV scope of work for each area to review with client.

Drafting & Documentation
Solutionz CAD Team will product infrastructure drawings to be delivered to the customer and Architect for the purpose of adding to the final drawing package for GC.

Applicable reflected ceiling, floor and elevation drawings will be supplied by the architect(s) for this effort.

Deliverables
This includes a drawing package with AV-audio-visual and LV-low-voltage infrastructure drawings, and pricing estimates for the integration phase with day 2 support of this project.

Key Personnel for your Project:

Michael Childers – Senior Solutions Consultant
Experience: 26 years working in various fields of IT.
Certifications: Dell, HPE/Aruba, Cisco, Ruckus and Ubiquiti platforms
Design, project manager, install and support: SonicWALL routers, Cisco HPE and Ubiquiti switching, Aruba, Ruckus and Ubiquiti Wireless LAN, Mitel Connect phone systems. Use Air magnet Pro Wi-Fi Planner/Surveyor to create virtual Wi-Fi designs and post installation signal coverage heat Maps. Design Wireless Point to Point bridges.

Barry Lees – Director of Engineering - NSI
Barry has been in the security industry for over 20 years. He has designed and engineered for our highest profile clients across the country.
Certifications:
Low voltage licensed in NC, SC, and TN
Security Manufacturer Certifications: S2, RS2, Open Options, Milestone, Axis

David Eagle RCDD - Infrastructure Engineer - NSI
Industry Experience:
David has been a telecommunications industry professional for 22-years. He is a BICSI certified Registered Communications Distribution Designer (RCDD), obtaining this credential in 2002. David has attended numerous CommScope, Panduit, Siemon, Corning and other industry manufacturers training courses.
David has served as Infrastructure Engineer for our highest profile installs across the country including Barings, Cisco, Bayer, Red Hat and more.

Joe Loughman – AV Engineer- CTS
Industry Experience: Joe has worked on all aspects of the business including Installation, Project Management, Operations Management and the last 12 years designing AV Systems. Overall he has been in the industry 20+ years. He received his CTS in 2009. Some of Joe's client base includes KSU, Spelman, GSU, Comcast, Molson Coors, Smith-Gambrell, GEMA and US Army Corp of Engineers. Joe is CTS Certified, and carries many other manufacturer certifications including but not limited to Crestron, Clear One, Biamp, QSC, Extron and Shure.

PROJECT PHASES, DELIVERABLES AND FEES

The following is a breakdown of the phases of the design project. For each phase the type of deliverable associated with each phase is shown.

Based on narrative and verbal discussion, Solutionz Inc. proposes providing consulting and design services for the following systems.

- Audio Visual (AV)
- Access Control & VMS (Security)
- Technology Infrastructure & Wireless
- Mission Critical (MDF-IDF)

Technology Needs Assessment – Phase 1

Solutionz Inc. will attend a formal kick-off meeting with Customer and other company representatives to coordinate project planning activities, establish necessary liaison working and reporting relationships, formalize administration procedures and finalize a design schedule for the project.

This phase will consist of:

- Analyze building low voltage requirements.
- Assisting with preliminary base building infrastructure budgets
- Review and comment on schematic phase drawings for technology related infrastructure issues.
- Determine functionality priorities.
- Identify the goals and styles of ownership.
    - Ensure selected systems and products are acceptable.
- Discuss technology trends and how these affect the project.
- Identify overall user standards and requirements: Established Standards
- Discuss audio-video and technology connectivity requirements.
- Identify client tech support availability
- ADA, OSHA and US Rehabilitation Act 508 issues
- WiredScore, LEED, building automation and other “Green” initiatives.

Schematic & Design Development – Phase 2

Solutionz Inc. will provide the following services as a part of the SD and DD process:

IT Infrastructure

Solutionz Inc. will compile the needs and requirements uncovered and translate the specifications to a standards and design package.

The package will address the following:

- Number of cable drops by type and location.
- Jack configurations by location
- AutoCAD drawing layouts for:
    - Main Point of Entrance (MPOE)
    - Main Distribution Frame (MDF) -Main Telecommunications Room (MTR)
    - Intermediate Distribution Frame (IDF) – Telecommunications Room (TR)
- Logical Backbone Requirements:
    - Fiber Optic
    - Copper
- Special application cable requirements
- Special applications including patch panels, racks, and special jack configurations.
- Data communications equipment connection requirements
- Perform Load calculation of equipment being serviced by MDF & IDF.
    - Specify UPS requirements.
- Vendor/contractor performance requirements
- Customer obligations

Access Control & VMS

Solutionz Inc. will compile the needs and requirements uncovered and translate the specifications to a standards and design package.

The package will address the following:

- Access control and VMS platform for building
- Access control and VMS platform for parking levels
- Access control and VMS platform for TBD Client
- Card reader locations
- Camera locations
- Access control panel locations for building package as required.
- VMS headend and intermediate locations on each floor
- Special application access control requirements
- Special application VMS requirements
- Vendor/contractor performance requirements
- Customer obligations

Audio-Visual Systems

Detailed room analysis to include:

- Identifying each area requiring systems
- Space-by-space functional review
- Identify major equipment requirements:
- Identify potential impact on infrastructure:
    - HVAC
    - Security
    - Electrical
    - Lighting
    - Data/telecom
- Identify and document usable owner furnished equipment.
- Identify furniture needs.
- Special application AV requirements
- AV communications equipment connection requirements
- Vendor/contractor performance requirements
- Customer obligations

Wireless System (WAPS)

Solutionz, Inc. will review floorplans and recommend the following per floor:

- Signal coverage gaps (Minimum signal requirement -65 dBm)
- Neighboring (Non-TBD Client) Aps: Signal strength per floor, AP Names, SSID per AP, Radio bands and channels used, MAC Addresses of APs per floor
- Any other source of interference
- Connectivity
- Test SSID wia001 (TBD Client Guest wireless network) connectivity (authenticating in)
- Possible Data rates on the floor

- Missing SSID's on TBD Client AP's, Missing radios or Bands, Signal strength in perimeter/floor below [-65 dBm] Rogue APs inside the perimeter, Signal to Noise Ratio of Less than 20dBm
- Vendor/contractor performance requirements
- Customer obligations

Construction Documents – Phase 3

During the construction document phase Solutionz Inc. will provide the following:

- Create AutoCAD drawings for each technology system which will be incorporated into the plans issued for construction by the architect, MEP and GC.
- Provide and incorporate separate layers in CAD for each discipline identified as:
  - Access Control & VMS (Security)
  - Audio Visual (AV)
  - Wireless
  - Technology Infrastructure
  - Audio Visual
  - Sound Masking
- The drawings will include both horizontal and elevation details, as well as detail cable drops for each data location, riser diagrams, connection details, and other pertinent information which may include AutoCAD drawing layouts and rack layouts for the MPOE, MDF and IDF closet(s)
- Upon approval by City of Holly Springs, Solutionz Inc. will transmit the documents to CPL Architecture for completion/ incorporation into their drawing set.
- **Division 27 Written specifications <u>will not</u> be provided as part of this design, as it is intended that the architect note "Per Client AV Vendor" as needed on drawings.**
- **Due to the project schedule, the original design and One (1) revision as a part of our response package will be included.**
- Electronic Coordination and design meetings are included as a part of our fee as required.

ELECTRONIC DELIVERABLES

- Solutionz Inc. will deliver our design drawings by FTP site using AutoCAD (DWG) as we currently do not utilize Revit (BIM).
- **BIM modeling provided upon request. Additional cost will apply on a per page basis.**

SUSTAINABILITY

LEED certification will not affect the overall fee for our design services.

TERMS AND CONDITIONS

A. Cost:
The Cost for the services detailed in the preceding pages will be firm for thirty (30) days. Our price does not include management of the bid process, integration support for other firms, etc.

B. Terms of Payment:

1. Project will be billed 50% at the time of signing, and the balance will be due upon completion of the design process. The date of receipt of initial payment will be considered the date of order.
2. A portion of the overall design costs (50%) will be credited off the total installation project proposal when Solutionz Inc. is awarded the (design-build) product and installation services as established during the design process.
3. In the event the design/build option is not taken, Solutionz will be paid the balance of outstanding design fee, due Net30 terms.

Interest of one and one-half percent (1.5%) per month, or the maximum allowable by law, whichever is greater, is due and payable on overdue payments. Solutionz reserves the right to turn any overdue or delinquent account balance over to collection and Customer agrees to pay all costs and expenses incurred including, but not limited to, collection fees of 25% of the amount due after 90 days, court costs, and reasonable attorney fees.

C. Project Completion:
Solutionz Inc. will work within the overall team schedule to meet deadlines as required. We will need two weeks as a minimum for each drawing release.

D. Taxes:
Applicable sales taxes are to be applied to each invoice. All tax-exempt documents are to be provided at the time of contract acceptance or prior to commencement of the project. All tax exemption documents are subject to approval by Solutionz Inc. legal and financial departments.

E. Independent Contractor:
Solutionz Inc. understands and agrees that Solutionz and all its employees and/or subcontractors, are independent contractors for the client, not employees of the client, and that, therefore, neither Solutionz Inc. nor its employees are entitled to benefits normally provided to client employees.

F. Confidential Information:
Except as is required by law, Solutionz Inc. shall treat this Agreement and any information provided to Solutionz Inc. by the Architect, Management Company and/or client, whether orally or in writing, that is not at the time already publicly available, as strictly confidential. Any dissemination or discussion regarding such confidential information or any other information obtained by this Agreement is prohibited with anyone outside of the parties listed above, except as approved strictly for the limited purpose of effecting the Agreement. After the project, Solutionz Inc. agrees to return or destroy, pursuant to instructions given, any confidential information provided to Solutionz Inc. in writing by the parties listed above, or any of its consultants or vendors. Solutionz Inc. obligation not to disclose this Agreement or other confidential information shall survive the termination of this Agreement.

G. Assignment:
Neither party may assign any portion of this Agreement, including without limitation, any rights or obligations hereunder, without the prior written consent of the other party.

H. Entire Agreement / Amendment in Writing:
This Agreement constitutes the entire agreement among the parties about the subject matter of this Agreement and supersedes any prior written or oral understandings or agreements between parties regarding the subject matter of this Agreement. Any changes or amendments made to this Agreement, whether initiated by Solutionz Inc. or by the client, shall be effective only if each party approves of such change or changes in writing.

I. Termination:
Either party may terminate this Agreement by notice in writing, effective upon receipt of such notice by the other party. If the client terminates the Agreement, Solutionz Inc. shall cease work immediately upon receipt of such notice. In such event, the client shall pay Solutionz Inc. for the reasonable costs incurred for all completed work up to the time of termination; provided, however, that the client shall only make such payment upon receipt of an invoice for such work performed.

Contract Cost & Acceptance:

Thank you for the opportunity to provide you with professional technology design services. To commence this design project, please approve and sign in the space provided below and return to Solutionz Inc.

Contract Amount: For Design Consulting & CAD Drawing Services **$14,100** (excludes any applicable sales tax)

We have accepted Solutionz Inc. dba Solutionz Inc Proposal 063058 as indicated above. Solutionz, Inc. Terms and Conditions apply.

Agreed to and accepted by:	By Solutionz Inc.
______________________	______________________
Authorized Signature	Authorized Signature
______________________	Heather Kireta__________
Name (Please Print)	Name
______________________	SR Account Manager April 14, 2025
Title Date	Title Date

This proposal encompasses all work listed herein.
Additional services not listed (if required) are not included in this contract.

Please address all correspondence to:
Solutionz Inc
4357 Park Drive, Suite E
Norcross, GA 30093

Heather Kireta
Direct Phone: 678-570-8913
Email: Heather.Kireta@Solutionzinc.com

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.

FROM: Robert H. Logan, City Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Ordinance of the City of Holly Springs, Georgia approving budget amendments for the fiscal year 2024 budget.

EXECUTIVE SUMMARY:

An ordinance of the City of Holly Springs, Georgia approving budget amendments for the fiscal year 2024 budgets for the General Fund, American Rescue Plan Act of 2021 (ARPA) Fund, Operating Grant Fund, Parks and Recreation Fund, Tax Allocation District Fund, SPLOST V Fund, SPLOST VI Fund, Town Center, Urban Redevelopment Agency Fund, and Debt Service Fund.

FISCAL IMPACT:

General Fund revenues and expenditures - an increase of $5,150,000 to $19,125,000
American Rescue Plan Act of 2021 revenues and expenditures - only line item changes
Operating Grant Fund revenues and expenditures - an increase of $32,500 to $107,500
Parks and Recreation Fund revenues and expenditures - an increase of $130,000 to $1,005,000
Tax Allocation District Fund revenues and expenditures - an increase of $159,003 to $605,115
SPLOST V Fund revenues and expenditures - a decrease of $2,085,000 to $5,600,000
SPLOST VI Fund revenues and expenditures - an increase of $885,000 to $3,485,000
Town Center Fund revenues and expenditures - a decrease of $7,600,000 to $7,700,000
Urban Redevelopment Agency Fund revenues and expenditures - a decrease of $7,900,000 to $7,100,000
Debt Service Fund revenues and expenditures - only line item changes

ATTACHMENTS:

1. 2024 Budget Amendment Ordinance ORD-3-2025
2. 2024 Amended Budget for agenda packet 4-21-2025

RECOMMENDATION:

The staff recommendation is approval of the ordinance for the budget amendments for the fiscal year 2024 budget.

CONCURRENCES:

Finance and Administration

AN ORDINANCE OF THE CITY OF HOLLY SPRINGS, GEORGIA APPROVING BUDGET AMENDMENTS FOR THE FISCAL YEAR 2024 BUDGET FOR THE GENERAL FUND, AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUND, OPERATING GRANT FUND, PARKS AND RECREATION FUND, TAX ALLOCATION DISTRICT FUND, SPLOST V FUND, SPLOST VI FUND, TOWN CENTER FUND, URBAN REDEVELOPMENT AGENCY FUND, AND DEBT SERVICE FUND.

WHEREAS, the Mayor and City Council of the City of Holly Springs have prepared budgets for fiscal year 2024 for the General Fund, American Rescue Plan Act of 2021 (ARPA) Fund, Operating Grant Fund, Parks and Recreation Fund, Tax Allocation District Fund, SPLOST V Fund, SPLOST VI Fund, Town Center, Urban Redevelopment Agency Fund, and Debt Service Fund; and

WHEREAS, that budget has been amended to reflect actual revenues and expenditures/expenses; and

WHEREAS, it is required by the State of Georgia that local governments adopt ordinances or resolutions approving the collection of revenues and approving the appropriations necessary to effectively carry out the aims and operations proposed in their budgets; and

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Holly Springs, and it is hereby ordained that the following amendments, and attached detailed line items as shown on “Exhibit A”, are approved for the purpose of amending the 2024 fiscal budget:

General Fund Revenues	$	5,150,000
General Fund Expenditures	$	(5,150,000)
American Rescue Plan Act of 2021 Fund Revenues	$	-
American Rescue Plan Act of 2021 Fund Expenditures	$	-
Operating Grant Fund Revenues	$	32,500
Operating Grant Fund Expenditures	$	(32,500)
Parks & Recreation Fund Revenues	$	130,000
Parks & Recreation Fund Expenditures	$	(130,000)
Tax Allocation District Fund Revenues	$	159,003
Tax Allocation District Fund Expenditures	$	(159,003)
SPLOST V Fund Revenues	$	(2,085,000)
SPLOST V Fund Expenditures	$	2,085,000

	-	
SPLOST VI Fund Revenues	$	885,000
SPLOST VI Fund Expenditures	$	(885,000)
Town Center Fund Revenues	$	(7,600,000)
Town Center Fund Expenditures	$	7,600,000
Urban Redevelopment Agency Fund Revenues	$	(7,900,000)
Urban Redevelopment Agency Fund Expenditures	$	7,900,000
Debt Service Fund Revenues	$	-
Debt Service Fund Expenditures	$	-

.

SO ORDAINED THIS 21st DAY OF APRIL, 2025 BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA.

Passed on Reading

CITY OF HOLLY SPRINGS

____
Ryan P. Shirley, Mayor

Attest:

____
Karen Norred, City Clerk
(Seal)

CITY OF HOLLY SPRINGS
AMENDED BUDGET
For The Year Ending December 31, 2024

City of Holly Springs
Fiscal Year 2024
Amended Budget
General Fund Revenues

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-0000-31-1100	Real Property Tax	7,425,000	7,200,000	(225,000)
100-0000-31-1110	Real Property Tax - Public Utility	35,000	50,000	15,000
100-0000-31-1300	Personal Property Tax	125,000	185,000	60,000
100-0000-31-1310	Motor Vehicle Tax	25,000	20,000	(5,000)
100-0000-31-1315	Title Ad Valorem Tax (TAVT)	870,000	845,000	(25,000)
100-0000-31-1316	Apportioned Vehicles (AAVT)	4,000	4,000	-
100-0000-31-1320	Mobile Home Tax	150	150	-
100-0000-31-1340	Intangible Tax	60,000	60,000	-
100-0000-31-1350	Railroad Equipment Car Tax	650	650	-
100-0000-31-1600	Real Estate Transfer Tax	10,000	15,000	5,000
100-0000-31-1710	Franchise Tax - Electric	580,000	640,000	60,000
100-0000-31-1730	Franchise Tax - Gas	110,000	120,000	10,000
100-0000-31-1750	Franchise Tax - Cable	215,000	130,000	(85,000)
100-0000-31-1760	Franchise Tax - Telephone	5,500	4,500	(1,000)
100-0000-31-6100	Business & Occupational Tax	150,000	175,000	25,000
100-0000-31-6200	Insurance Premium Tax	1,450,000	1,550,000	100,000
100-0000-31-6300	Financial Institutions Tax	2,500	4,000	1,500
100-0000-31-9100	Penalties & Interest	10,000	10,000	-
100-0000-31-9500	FiFa Fees	2,000	2,000	-
100-0000-32-1100	Alcoholic Beverages License Fees	75,000	74,000	(1,000)
100-0000-32-1140	Pouring Permits	5,500	5,500	-
100-0000-32-2210	Zoning and Land Use Fees	15,000	10,000	(5,000)
100-0000-32-2230	Sign Permits	1,500	1,500	-
100-0000-32-2300	Special Event Permits	150	150	-
100-0000-32-2310	Vacant Lot Registration	25	25	-
100-0000-32-2320	Personal Transportation Veh Permit	50	50	-
100-0000-32-2990	Other Licenses & Permits	5,000	2,000	(3,000)
100-0000-32-3120	Building Permit Revenue	900,000	624,350	(275,650)
100-0000-32-3125	Certificate of Occupancy Fees	165,000	40,000	(125,000)
100-0000-32-3905	Building Permit - Reinspection Fees	5,000	2,000	(3,000)
100-0000-32-4105	Building Permit - Sub Fees	50,000	35,000	(15,000)
100-0000-32-4110	Occupational Tax Late Fees	1,000	1,000	-
100-0000-33-1000	Grant Revenue	185,000	185,000	-
100-0000-34-1100	Court Service Fees	5,000	5,000	-
100-0000-34-1120	Probation Fees	20,000	20,000	-
100-0000-34-1130	Drug Testing Fees	50	50	-
100-0000-34-1300	Planning & Development Fees	5,000	5,000	-
100-0000-34-1305	Plan Review Fees	75,000	225,000	150,000
100-0000-34-1400	Printing & Duplication	200	1,500	1,300
100-0000-34-1910	Election Qualifying Fees	750	750	-
100-0000-34-1920	Advertising Fees	250	250	-

City of Holly Springs
Fiscal Year 2024
Amended Budget
General Fund Revenues

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-0000-34-2120	Accident/Incident Reports	2,500	2,500	-
100-0000-34-2700	Wrecker Service Contract	18,500	20,000	1,500
100-0000-34-2900	Expungements	25	25	-
100-0000-34-6400	Background Checks	1,000	1,000	-
100-0000-34-9300	Bad Check Fees	100	100	-
100-0000-35-1100	Tree Recompense	5,000	5,000	-
100-0000-35-1170	Municipal Court Fines	600,000	970,000	370,000
100-0000-35-1320	Forfeitures	150	150	-
100-0000-35-1360	Proceeds from the Sale of Conf Assets	750	750	-
100-0000-35-1900	Other Fines-Code	25,000	20,000	(5,000)
100-0000-35-1905	Other Forfeitures	250	250	-
100-0000-36-1000	Interest Revenue	100,000	410,000	310,000
100-0000-36-3000	Unrealized Gain/Loss on Investment	5,000	8,000	3,000
100-0000-37-1000	Donations from Private Sources	2,500	-	(2,500)
100-0000-38-0000	Miscellaneous Revenue	4,450	8,000	3,550
100-0000-38-1000	Rents & Royalties	1,500	5,000	3,500
100-0000-38-3000	Reimbursements for Damaged Property	10,000	10,000	-
100-0000-39-2100	Proceeds from the Sale of Assets	100,000	138,000	38,000
100-0000-39-3500	Inception of Capital Leases	504,000	1,119,800	615,800
100-0000-39-3550	Inception of Subscription Leases	-	33,000	33,000
100-0000-13-4000	Fund Balance	-	4,120,000	4,120,000
Totals		**$ 13,975,000**	**$ 19,125,000**	**$ 5,150,000**

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-1110-51-1100	Salaries & Wages -- Council	42,000	42,000	-
100-1110-51-2100	Employee Benefits -- Medical	120,730	105,000	15,730
100-1110-51-2110	Employee Benefits -- Dental	4,016	4,016	-
100-1110-51-2120	Employee Benefits -- Add Life	882	882	-
100-1110-51-2200	FICA	2,604	2,604	-
100-1110-51-2300	Medicare	609	609	-
100-1110-51-2400	Employee Benefits -- Retirement	3,444	3,444	-
100-1110-51-2600	Unemployment	173	173	-
100-1110-51-2700	Workers Comp Insurance	129	129	-
100-1110-52-3200	Communications	600	600	-
100-1110-52-3500	Travel	1,000	3,000	(2,000)
100-1110-52-3600	Dues and Fees	750	750	-
100-1110-52-3700	Education and Training	750	750	-
100-1110-52-3900	Other Expenditures	250	250	-
100-1110-53-1100	General Supplies & Materials	50	50	-
100-1110-53-1600	Small Equipment	-	5,000	(5,000)
100-1110-53-1700	Other Supplies -- Uniforms	-	-	-
100-1320-51-1100	Salaries & Wages	169,950	169,950	-
100-1320-51-2100	Employee Benefits -- Medical	11,894	11,894	-
100-1320-51-2110	Employee Benefits -- Dental	1,133	1,133	-
100-1320-51-2120	Employee Benefits -- Add Life	147	147	-
100-1320-51-2130	Employee Benefits -- Disability	1,008	1,008	-
100-1320-51-2200	FICA	9,114	9,114	-
100-1320-51-2300	Medicare	2,464	2,464	-
100-1320-51-2400	Employee Benefits -- Retirement	13,936	13,936	-
100-1320-51-2600	Unemployment	46	46	-
100-1320-51-2700	Workers Comp Insurance	872	872	-
100-1320-52-3200	Communications	600	600	-
100-1320-52-3500	Travel	50	50	-
100-1320-52-3600	Dues and Fees	2,250	2,250	-
100-1320-52-3700	Education and Training	1,250	1,250	-
100-1320-52-3900	Other Expenditures	1,000	1,000	-
100-1320-53-1100	General Supplies & Materials	150	150	-
100-1330-51-1100	Salaries & Wages	173,872	173,872	-
100-1330-51-2100	Employee Benefits -- Medical	43,713	40,000	3,713
100-1330-51-2110	Employee Benefits -- Dental	941	941	-
100-1330-51-2120	Employee Benefits -- Add Life	368	368	-
100-1330-51-2130	Employee Benefits -- Disability	1,393	1,393	-
100-1330-51-2200	FICA	10,780	10,780	-
100-1330-51-2300	Medicare	2,521	2,521	-

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-1330-51-2400	Employee Benefits -- Retirement	14,257	14,257	-
100-1330-51-2600	Unemployment	114	114	-
100-1330-51-2700	Workers Comp Insurance	532	532	-
100-1330-52-1200	Professional Services	5,000	1,000	4,000
100-1330-52-3200	Communications	900	900	-
100-1330-52-3300	Advertising	250	250	-
100-1330-52-3500	Travel	2,500	2,500	-
100-1330-52-3600	Dues and Fees	6,500	3,500	3,000
100-1330-52-3700	Education and Training	1,500	2,000	(500)
100-1330-52-3900	Other Expenditures	500	500	-
100-1330-53-1100	General Supplies & Materials	250	250	-
100-1330-53-1120	General Supplies & Materials Postage	200	200	-
100-1330-53-1600	Small Equipment	2,500	500	2,000
100-1330-53-1630	Software	19,500	18,000	1,500
100-1330-53-1700	Other Supplies -- Uniforms	50	50	-
100-1400-52-3300	Advertising	500	500	-
100-1500-57-9000	Contingency	139,750	-	139,750
100-1510-51-1100	Salaries & Wages	242,291	242,291	-
100-1510-51-2100	Employee Benefits -- Medical	88,111	75,000	13,111
100-1510-51-2110	Employee Benefits -- Dental	538	538	-
100-1510-51-2120	Employee Benefits -- Add Life	441	441	-
100-1510-51-2130	Employee Benefits -- Disability	1,947	1,947	-
100-1510-51-2200	FICA	15,022	15,022	-
100-1510-51-2300	Medicare	3,513	3,513	-
100-1510-51-2400	Employee Benefits -- Retirement	19,868	19,868	-
100-1510-51-2600	Unemployment	137	137	-
100-1510-51-2700	Workers Comp Insurance	741	741	-
100-1510-52-1210	Professional Services - Audit	20,000	35,000	(15,000)
100-1510-52-3300	Advertising	2,650	2,650	-
100-1510-52-3400	Printing and Binding	1,000	1,000	-
100-1510-52-3500	Travel	50	50	-
100-1510-52-3600	Dues and Fees	10,000	6,000	4,000
100-1510-52-3700	Education and Training	1,500	1,000	500
100-1510-52-3900	Other Expenditures	250	250	-
100-1510-53-1100	General Supplies & Materials	1,300	1,300	-
100-1510-53-1120	General Supplies - Postage	7,500	7,500	-
100-1510-53-1600	Small Equipment	250	250	-
100-1510-53-1630	Software	5,500	5,500	-
100-1516-51-1100	Salaries & Wages	25,413	25,413	-
100-1516-51-2100	Employee Benefits -- Medical	13,427	10,500	2,927

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-1516-51-2110	Employee Benefits -- Dental	217	217	-
100-1516-51-2120	Employee Benefits -- Add Life	74	74	-
100-1516-51-2130	Employee Benefits -- Disability	204	204	-
100-1516-51-2200	FICA	1,576	1,576	-
100-1516-51-2300	Medicare	368	368	-
100-1516-51-2400	Employee Benefits -- Retirement	2,084	2,084	-
100-1516-51-2600	Unemployment	23	23	-
100-1516-51-2700	Workers Comp Insurance	39	39	-
100-1516-53-1100	General Supplies & Materials	100	100	-
100-1516-53-1120	General Supplies - Postage	1,000	1,000	-
100-1516-53-1630	Software	4,800	3,500	1,300
100-1516-53-1700	Other Supplies -- Uniforms	50	50	-
100-1530-52-1200	Professional Services - Legal	35,000	15,000	20,000
100-1535-51-1100	Salaries & Wages	83,285	83,285	-
100-1535-51-2100	Employee Benefits -- Medical	12,787	250	12,537
100-1535-51-2110	Employee Benefits -- Dental	1,133	1,133	-
100-1535-51-2120	Employee Benefits -- Add Life	147	147	-
100-1535-51-2130	Employee Benefits -- Disability	669	669	-
100-1535-51-2200	FICA	5,164	5,164	-
100-1535-51-2300	Medicare	1,208	1,208	-
100-1535-51-2400	Employee Benefits -- Retirement	6,829	6,829	-
100-1535-51-2600	Unemployment	46	46	-
100-1535-51-2700	Workers Comp Insurance	255	255	-
100-1535-52-1200	Professional Services	20,000	-	20,000
100-1535-52-3200	Communications	600	600	-
100-1535-52-3600	Dues and Fees	500	100	400
100-1535-52-3900	Other Expenditures	250	250	-
100-1535-53-1100	General Supplies & Materials	250	250	-
100-1535-53-1600	Small Equipment	8,500	8,500	-
100-1535-53-1630	Software	205,000	125,000	80,000
100-1535-54-3000	Capital Outlay - Software	-	33,000	(33,000)
100-1540-51-1100	Salaries & Wages	60,311	60,311	-
100-1540-51-2100	Employee Benefits -- Medical	5,947	5,947	-
100-1540-51-2110	Employee Benefits -- Dental	169	169	-
100-1540-51-2120	Employee Benefits -- Add Life	74	74	-
100-1540-51-2130	Employee Benefits -- Disability	485	485	-
100-1540-51-2200	FICA	3,739	3,739	-
100-1540-51-2300	Medicare	875	875	-
100-1540-51-2400	Employee Benefits -- Retirement	4,945	4,945	-
100-1540-51-2600	Unemployment	23	23	-

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-1540-51-2700	Workers Comp Insurance	185	185	-
100-1540-52-1200	Professional Services	30,000	-	30,000
100-1540-52-3200	Communications	300	300	-
100-1540-52-3300	Advertising	100	100	-
100-1540-52-3500	Travel	1,000	1,000	-
100-1540-52-3600	Dues and Fees	1,500	1,000	500
100-1540-52-3700	Education and Training	4,500	1,800	2,700
100-1540-52-3900	Other Expenditures	250	100	150
100-1540-53-1100	General Supplies & Materials	500	500	-
100-1540-53-1120	General Supplies & Materials Postage	100	100	-
100-1540-53-1600	Small Equipment	1,000	500	500
100-1540-53-1630	Software	10,000	7,500	2,500
100-1540-53-1700	Other Supplies -- Uniforms	50	50	-
100-1555-52-1200	Professional Services	20,000	10,000	10,000
100-1555-52-3100	Insurance	250,000	230,000	20,000
100-1565-51-1100	Salaries & Wages	69,872	69,872	-
100-1565-51-2100	Employee Benefits -- Medical	12,787	12,787	-
100-1565-51-2110	Employee Benefits -- Dental	338	338	-
100-1565-51-2120	Employee Benefits -- Add Life	147	147	-
100-1565-51-2130	Employee Benefits -- Disability	389	389	-
100-1565-51-2200	FICA	4,332	4,332	-
100-1565-51-2300	Medicare	1,013	1,013	-
100-1565-51-2400	Employee Benefits -- Retirement	4,049	4,049	-
100-1565-51-2600	Unemployment	91	91	-
100-1565-51-2700	Workers Comp Insurance	6,125	6,125	-
100-1565-52-1200	Professional Services	250	250	-
100-1565-52-2110	Disposal -- Garbage	500	500	-
100-1565-52-2140	Lawn Care	350	350	-
100-1565-52-2150	Pest Control	1,500	2,500	(1,000)
100-1565-52-2200	Repairs and Maintenance	10,000	7,500	2,500
100-1565-52-2210	Repairs and Maintenance - Vehicles	5,000	2,500	2,500
100-1565-52-2320	Rental of Equipment	7,000	7,000	-
100-1565-52-3200	Communications	15,000	25,000	(10,000)
100-1565-52-3600	Dues and Fees	1,375	1,375	-
100-1565-52-3900	Other Expenditures	1,000	5,000	(4,000)
100-1565-53-1100	General Supplies and Materials	8,000	10,000	(2,000)
100-1565-53-1210	Water and Sewer	2,000	6,000	(4,000)
100-1565-53-1220	Natural Gas	2,500	4,000	(1,500)
100-1565-53-1230	Electricity	13,500	20,000	(6,500)
100-1565-53-1270	Gasoline and Diesel	3,500	3,500	-

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-1565-53-1600	Small Equipment	2,000	2,500	(500)
100-1565-53-1630	Software	500	500	-
100-1565-53-1700	Other Supplies -- Uniforms	100	100	-
100-1570-51-1100	Salaries & Wages	82,738	82,738	-
100-1570-51-2100	Employee Benefits -- Medical	23,195	20,500	2,695
100-1570-51-2110	Employee Benefits -- Dental	1,133	1,133	-
100-1570-51-2120	Employee Benefits -- Add Life	147	147	-
100-1570-51-2130	Employee Benefits -- Disability	739	739	-
100-1570-51-2200	FICA	5,130	5,130	-
100-1570-51-2300	Medicare	1,200	1,200	-
100-1570-51-2400	Employee Benefits -- Retirement	6,784	6,784	-
100-1570-51-2600	Unemployment	46	46	-
100-1570-51-2700	Workers Comp Insurance	424	424	-
100-1570-52-3200	Communications	600	600	-
100-1570-52-3500	Travel	700	700	-
100-1570-52-3600	Dues and Fees	1,600	1,000	600
100-1570-52-3700	Education and Training	1,500	1,500	-
100-1570-52-3900	Other Expenditures	150	150	-
100-1570-53-1600	Small Equipment	500	500	-
100-1570-53-1630	Software	1,000	1,000	-
100-2650-51-1100	Salaries & Wages	130,682	118,000	12,682
100-2650-51-1300	Salaries & Wages - Overtime	500	500	-
100-2650-51-2100	Employee Benefits -- Medical	48,173	43,000	5,173
100-2650-51-2110	Employee Benefits -- Dental	1,104	1,104	-
100-2650-51-2120	Employee Benefits -- Add Life	294	294	-
100-2650-51-2130	Employee Benefits -- Disability	958	958	-
100-2650-51-2200	FICA	8,164	8,164	-
100-2650-51-2300	Medicare	1,909	1,909	-
100-2650-51-2400	Employee Benefits -- Retirement	9,814	9,814	-
100-2650-51-2600	Unemployment	137	137	-
100-2650-51-2700	Workers Comp Insurance	403	403	-
100-2650-52-1200	Professional Services - Public Defenders	4,800	6,500	(1,700)
100-2650-52-1230	Professional Services -Legal Solicitor/Judge	66,100	76,000	(9,900)
100-2650-52-2320	Rental of Equipment	1,750	1,500	250
100-2650-52-3200	Communications	500	500	-
100-2650-52-3300	Advertising	50	50	-
100-2650-52-3400	Printing and Binding	100	100	-
100-2650-52-3500	Travel	4,000	2,500	1,500
100-2650-52-3600	Dues and Fees	750	750	-
100-2650-52-3700	Education and Training	1,500	1,000	500

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-2650-52-3900	Other Expenditures	150	150	-
100-2650-53-1100	General Supplies & Materials	1,200	1,500	(300)
100-2650-53-1120	General Supplies - Postage	750	750	-
100-2650-53-1300	Food Supplies	2,400	2,400	-
100-2650-53-1600	Small Equipment	500	500	-
100-2650-53-1630	Software	24,000	20,000	4,000
100-2650-57-1000	Intergovernmental - Cherokee (Inmate Housing)	25,000	10,500	14,500
100-2650-57-2000	Payments to Other Agencies	225,000	330,500	(105,500)
100-3210-51-1100	Salaries & Wages	564,410	560,000	4,410
100-3210-51-1300	Salaries & Wages -- Overtime	4,250	1,300	2,950
100-3210-51-2100	Employee Benefits -- Medical	126,379	108,000	18,379
100-3210-51-2110	Employee Benefits -- Dental	4,612	4,612	-
100-3210-51-2120	Employee Benefits -- Add Life	882	882	-
100-3210-51-2130	Employee Benefits -- Disability	4,159	4,159	-
100-3210-51-2200	FICA	35,257	35,257	-
100-3210-51-2300	Medicare	8,246	8,246	-
100-3210-51-2400	Employee Benefits -- Retirement	43,969	43,969	-
100-3210-51-2600	Unemployment	342	342	-
100-3210-51-2700	Workers Comp Insurance	19,947	19,947	-
100-3210-52-1200	Professional Services	1,000	1,000	-
100-3210-52-2200	Repairs and Maintenance	5,375	3,000	2,375
100-3210-52-2210	Repairs and Maintenance - Vehicles	5,500	7,000	(1,500)
100-3210-52-2320	Rental of Equipment	5,000	7,000	(2,000)
100-3210-52-3200	Communications	3,000	3,000	-
100-3210-52-3300	Advertising	5,000	2,500	2,500
100-3210-52-3400	Printing and Binding	600	600	-
100-3210-52-3500	Travel	5,000	4,500	500
100-3210-52-3600	Dues and Fees	5,000	3,000	2,000
100-3210-52-3700	Education and Training	5,000	2,500	2,500
100-3210-52-3900	Other Expenditures	2,000	2,000	-
100-3210-53-1100	General Supplies and Materials	2,000	1,000	1,000
100-3210-53-1120	General Supplies - Postage	750	750	-
100-3210-53-1270	Gasoline and Diesel	17,000	12,000	5,000
100-3210-53-1600	Small Equipment	2,500	2,500	-
100-3210-53-1630	Software	15,000	5,000	10,000
100-3210-53-1700	Other Supplies -- Uniforms	4,000	2,000	2,000
100-3221-51-1100	Salaries & Wages	324,312	324,312	-
100-3221-51-1300	Salaries & Wages -- Overtime	8,000	1,000	7,000
100-3221-51-2100	Employee Benefits -- Medical	102,763	96,000	6,763

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-3221-51-2110	Employee Benefits -- Dental	4,303	4,303	-
100-3221-51-2120	Employee Benefits -- Add Life	662	662	-
100-3221-51-2130	Employee Benefits -- Disability	2,430	2,430	-
100-3221-51-2200	FICA	20,603	20,603	-
100-3221-51-2300	Medicare	4,819	4,819	-
100-3221-51-2400	Employee Benefits -- Retirement	27,249	27,249	-
100-3221-51-2600	Unemployment	205	205	-
100-3221-51-2700	Workers Comp Insurance	13,801	13,801	-
100-3221-52-1200	Professional Services	500	500	-
100-3221-52-2200	Repairs and Maintenance	3,000	3,000	-
100-3221-52-2210	Repairs and Maintenance - Vehicles	4,000	7,000	(3,000)
100-3221-52-3200	Communications	3,500	2,500	1,000
100-3221-52-3400	Printing and Binding	250	250	-
100-3221-52-3500	Travel	2,000	2,000	-
100-3221-52-3600	Dues and Fees	750	4,500	(3,750)
100-3221-52-3700	Education and Training	2,500	2,500	-
100-3221-52-3900	Other Expenditures	800	800	-
100-3221-53-1100	General Supplies and Materials	1,000	250	750
100-3221-53-1120	General Supplies - Postage	50	50	-
100-3221-53-1270	Gasoline and Diesel	13,000	13,000	-
100-3221-53-1600	Small Equipment	3,000	3,000	-
100-3221-53-1630	Software	5,000	5,000	-
100-3221-53-1700	Other Supplies -- Uniforms	2,000	2,000	-
100-3222-51-1100	Salaries & Wages	67,492	67,492	-
100-3222-51-1300	Salaries & Wages -- Overtime	2,000	2,000	-
100-3222-51-2100	Employee Benefits -- Medical	12,787	11,000	1,787
100-3222-51-2110	Employee Benefits -- Dental	338	338	-
100-3222-51-2120	Employee Benefits -- Add Life	147	147	-
100-3222-51-2130	Employee Benefits -- Disability	523	523	-
100-3222-51-2200	FICA	4,308	4,308	-
100-3222-51-2300	Medicare	1,008	1,008	-
100-3222-51-2400	Employee Benefits -- Retirement	5,698	5,698	-
100-3222-51-2600	Unemployment	46	46	-
100-3222-51-2700	Workers Comp Insurance	3,115	3,115	-
100-3222-52-2210	Repairs and Maintenance	600	600	-
100-3222-52-2210	Repairs and Maintenance - Vehicles	2,500	2,500	-
100-3222-52-3600	Dues and Fees	100	100	-
100-3222-52-3700	Education and Training	500	500	-
100-3222-53-1270	Gasoline and Diesel	4,000	3,000	1,000

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-3223-51-1100	Salaries & Wages	1,810,314	1,810,314	-
100-3223-51-1300	Salaries & Wages -- Overtime	50,000	50,000	-
100-3223-51-2100	Employee Benefits -- Medical	661,776	512,000	149,776
100-3223-51-2110	Employee Benefits -- Dental	19,740	19,740	-
100-3223-51-2120	Employee Benefits -- Add Life	3,969	3,969	-
100-3223-51-2130	Employee Benefits -- Disability	14,123	14,123	-
100-3223-51-2200	FICA	115,339	115,339	-
100-3223-51-2300	Medicare	26,975	26,975	-
100-3223-51-2400	Employee Benefits -- Retirement	152,544	152,544	-
100-3223-51-2600	Unemployment	1,231	1,231	-
100-3223-51-2700	Workers Comp Insurance	83,379	83,379	-
100-3223-52-1200	Professional Services	4,000	4,000	-
100-3223-52-2200	Repairs and Maintenance	24,100	24,100	-
100-3223-52-2210	Repairs and Maintenance - Vehicles	85,000	65,000	20,000
100-3223-52-3200	Communications	25,000	20,000	5,000
100-3223-52-3400	Printing and Binding	400	400	-
100-3223-52-3500	Travel	6,000	4,000	2,000
100-3223-52-3600	Dues and Fees	4,000	4,000	-
100-3223-52-3700	Education and Training	10,000	4,000	6,000
100-3223-52-3900	Other Expenditures	2,000	2,500	(500)
100-3223-53-1100	General Supplies and Materials	4,000	5,500	(1,500)
100-3223-53-1270	Gasoline and Diesel	120,000	115,000	5,000
100-3223-53-1600	Small Equipment	22,000	7,500	14,500
100-3223-53-1630	Software	21,000	21,000	-
100-3223-53-1700	Other Supplies -- Uniforms	51,000	30,000	21,000
100-3223-54-2200	Capital Outlay - Vehicles	-	1,119,800	(1,119,800)
100-3223-57-2000	Payments to Other Agencies	7,500	11,000	(3,500)
100-3240-51-1100	Salaries & Wages	46,792	46,792	-
100-3240-51-1300	Salaries & Wages -- Overtime	-	-	-
100-3240-51-2100	Employee Benefits -- Medical	19,501	100	19,401
100-3240-51-2110	Employee Benefits -- Dental	567	567	-
100-3240-51-2120	Employee Benefits -- Add Life	74	74	-
100-3240-51-2130	Employee Benefits -- Disability	388	388	-
100-3240-51-2200	FICA	3,025	3,025	-
100-3240-51-2300	Medicare	707	707	-
100-3240-51-2400	Employee Benefits -- Retirement	4,001	4,001	-
100-3240-51-2600	Unemployment	23	23	-
100-3240-51-2700	Workers Comp Insurance	1,093	1,093	-
100-3240-52-2200	Repairs and Maintenance	600	600	-

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-3240-52-2210	Repairs and Maintenance - Vehicles	2,000	1,000	1,000
100-3240-52-3200	Communications	300	300	-
100-3240-52-3500	Travel	2,500	1,000	1,500
100-3240-52-3600	Dues and Fees	750	500	250
100-3240-52-3700	Education and Training	3,000	2,000	1,000
100-3240-53-1100	General Supplies and Materials	2,000	2,000	-
100-3240-53-1110	Weapons Supplies & Ammunition	40,000	40,000	-
100-3240-53-1270	Gasoline and Diesel	1,000	1,000	-
100-3240-53-1600	Small Equipment	8,000	1,000	7,000
100-3240-53-1630	Software	2,750	2,750	-
100-3240-53-1700	Other Supplies -- Uniforms	600	600	-
100-3240-57-1000	Intergovernmental	2,500	2,500	-
100-3260-52-1200	Professional Services	250	250	-
100-3260-52-2110	Disposal -- Garbage	1,200	1,200	-
100-3260-52-2150	Pest Control	1,000	1,000	-
100-3260-52-2200	Repairs & Maintenance	19,409	10,000	9,409
100-3260-52-2310	Rental of Land & Building	45,000	45,000	-
100-3260-52-3200	Communications	25,000	25,000	-
100-3260-52-3600	Dues and Fees	375	375	-
100-3260-53-1100	General Supplies and Materials	3,000	3,500	(500)
100-3260-53-1210	Water/Sewer	5,000	5,500	(500)
100-3260-53-1230	Electricity	12,000	13,500	(1,500)
100-3260-53-1600	Small Equipment	2,500	1,500	1,000
100-3260-53-1630	Software	500	500	-
100-3450-51-1100	Salaries & Wages	99,640	99,640	-
100-3450-51-1300	Salaries & Wages -- Overtime	250	250	-
100-3450-51-2100	Employee Benefits -- Medical	30,034	30,034	-
100-3450-51-2110	Employee Benefits -- Dental	904	904	-
100-3450-51-2120	Employee Benefits -- Add Life	221	221	-
100-3450-51-2130	Employee Benefits -- Disability	798	798	-
100-3450-51-2200	FICA	6,193	6,193	-
100-3450-51-2300	Medicare	1,448	1,448	-
100-3450-51-2400	Employee Benefits -- Retirement	8,191	8,191	-
100-3450-51-2600	Unemployment	68	68	-
100-3450-51-2700	Workers Comp Insurance	3,457	3,457	-
100-3450-52-3200	Communications	500	500	-
100-3450-52-3500	Travel	-	-	-
100-3450-52-3600	Dues and Fees	250	250	-
100-3450-52-3700	Education and Training	250	250	-

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-3450-53-1100	General Supplies and Materials	100	100	-
100-3450-53-1600	Small Equipment	200	200	-
100-3450-53-1630	Software	3,000	4,500	(1,500)
100-3450-53-1700	Other Supplies -- Uniforms	1,000	1,000	-
100-3500-57-1000	Intergovernmental -- Cherokee Co	3,868,967	3,868,967	-
100-4200-52-1220	Professional Services -- Engineers	500	500	-
100-4200-52-2110	Disposal -- Garbage	750	2,000	(1,250)
100-4200-52-2150	Pest Control	750	750	-
100-4200-52-2200	Repair & Maintenance	78,000	100,000	(22,000)
100-4200-52-2210	Repair & Maintenance -- Vehicles	5,000	1,000	4,000
100-4200-52-2320	Rental of Equipment	2,000	15,500	(13,500)
100-4200-52-3600	Dues and Fees	500	10,000	(9,500)
100-4200-52-3850	Contract Labor	360,000	468,000	(108,000)
100-4200-52-3900	Other Expenditures	500	500	-
100-4200-53-1100	General Supplies & Materials	500	4,500	(4,000)
100-4200-53-1210	Water/Sewer	600	600	-
100-4200-53-1230	Electricity	1,500	1,000	500
100-4200-53-1270	Gasoline/Diesel	5,000	3,500	1,500
100-4200-53-1600	Small Equipment	3,000	4,000	(1,000)
100-4260-52-2200	Street Lights -- Repairs & Maintenance	20,000	3,000	17,000
100-4260-53-1230	Electricity -- Street Lights	130,000	140,000	(10,000)
100-4270-52-2200	Traffic Lights -- Repairs & Maintenance	15,000	5,500	9,500
100-4270-53-1230	Electricity -- Traffic Lights	3,000	3,000	-
100-6240-52-2200	Repairs & Maintenance	31,500	31,500	-
100-6240-52-3500	Travel	750	750	-
100-6240-52-3600	Dues and Fees	500	500	-
100-6240-52-3700	Education and Training	1,000	1,000	-
100-6240-53-1100	General Supplies & Materials	750	750	-
100-6240-53-1400	Books and Periodicals	500	500	-
100-6500-57-1000	Intergovernmental - Sequoyah Regional Library	4,000	4,000	-
100-7200-51-1100	Salaries & Wages	235,622	216,430	19,192
100-7200-51-2100	Employee Benefits -- Medical	46,983	35,000	11,983
100-7200-51-2110	Employee Benefits -- Dental	1,683	1,683	-
100-7200-51-2120	Employee Benefits -- Add Life	515	515	-
100-7200-51-2130	Employee Benefits -- Disability	1,893	1,893	-
100-7200-51-2200	FICA	14,609	14,609	-
100-7200-51-2300	Medicare	3,417	3,417	-
100-7200-51-2400	Employee Benefits -- Retirement	19,321	19,321	-
100-7200-51-2600	Unemployment	182	182	-

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-7200-51-2700	Workers Comp Insurance	3,288	3,288	-
100-7200-52-1230	Professional Services -- Legal	1,000	1,000	-
100-7200-52-2210	Repair & Maintenance -- Vehicles	2,000	2,000	-
100-7200-52-3200	Communications	2,000	2,000	-
100-7200-52-3300	Advertising	500	500	-
100-7200-52-3400	Printing and Binding	200	200	-
100-7200-52-3500	Travel	1,000	1,000	-
100-7200-52-3600	Dues and Fees	1,200	1,200	-
100-7200-52-3700	Education and Training	2,000	2,000	-
100-7200-52-3900	Other Expenditures	250	250	-
100-7200-53-1100	General Supplies & Materials	200	200	-
100-7200-53-1120	General Supplies -- Postage	50	50	-
100-7200-53-1270	Gasoline/Diesel	4,000	2,500	1,500
100-7200-53-1400	Books and Periodicals	50	50	-
100-7200-53-1600	Small Equipment	1,000	2,500	(1,500)
100-7200-53-1630	Software	21,500	15,000	6,500
100-7200-53-1700	Other Supplies -- Uniforms	250	250	-
100-7400-51-1100	Salaries & Wages	137,422	137,422	-
100-7400-51-2100	Employee Benefits -- Medical	25,321	25,321	-
100-7400-51-2110	Employee Benefits -- Dental	217	217	-
100-7400-51-2120	Employee Benefits -- Add Life	221	221	-
100-7400-51-2130	Employee Benefits -- Disability	1,104	1,104	-
100-7400-51-2200	FICA	8,520	8,520	-
100-7400-51-2300	Medicare	1,993	1,993	-
100-7400-51-2400	Employee Benefits -- Retirement	11,268	11,268	-
100-7400-51-2600	Unemployment	68	68	-
100-7400-51-2700	Workers Comp Insurance	6,309	6,309	-
100-7400-52-1220	Professional Services -- Engineering	80,000	82,000	(2,000)
100-7400-52-1230	Professional Services -- Legal	7,000	7,000	-
100-7400-52-1300	Technical Services --Planning	-	-	-
100-7400-52-3200	Communications	600	600	-
100-7400-52-3300	Advertising	2,500	10,000	(7,500)
100-7400-52-3400	Printing and Binding	28,000	15,000	13,000
100-7400-52-3500	Travel	750	750	-
100-7400-52-3600	Dues and Fees	2,000	2,000	-
100-7400-52-3700	Education and Training	1,000	1,000	-
100-7400-52-3860	Planning & Zoning Meetings	3,000	3,000	-
100-7400-52-3900	Other Expenditures	250	250	-
100-7400-53-1100	General Supplies and Materials	1,500	500	1,000
100-7400-53-1120	General Supplies and Materials - Postage	1,000	1,000	-

City of Holly Springs
Fiscal Year 2024 Amended Budget
General Fund Expenditures

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
100-7400-53-1270	Gasoline/Diesel	50	50	-
100-7400-53-1600	Small Equipment	2,500	1,500	1,000
100-7400-53-1630	Software	11,800	7,500	4,300
100-7520-51-1100	Salaries & Wages	9,193	9,193	-
100-7520-51-2200	FICA	570	570	-
100-7520-51-2300	Medicare	133	133	-
100-7520-51-2400	Employee Benefits -- Retirement	754	754	-
100-7520-51-2700	Workers Comp Insurance	47	47	-
100-7520-52-2310	Rental of Land & Building	-	1,000	(1,000)
100-7520-52-3300	Advertising	-	100	(100)
100-7520-52-3600	Dues and Fees	-	250	(250)
100-7520-52-3850	Contract Labor	-	1,000	(1,000)
100-7520-52-3900	Other Expenditures	-	4,000	(4,000)
100-7520-53-1100	General Supplies & Materials	-	13,000	(13,000)
100-7520-57-1000	Intergovernmental - Cherokee Office of Economic De	13,000	13,000	-
100-7550-51-1100	Salaries & Wages	-	-	-
100-7550-51-2100	Employee Benefits -- Medical	-	-	-
100-7550-51-2110	Employee Benefits -- Dental	-	-	-
100-7550-51-2120	Employee Benefits -- Add Life	-	-	-
100-7550-51-2130	Employee Benefits -- Disability	-	-	-
100-7550-51-2200	FICA	-	-	-
100-7550-51-2300	Medicare	-	-	-
100-7550-51-2400	Employee Benefits -- Retirement	-	-	-
100-7550-51-2600	Unemployment	-	-	-
100-7550-51-2700	Workers Comp Insurance	-	-	-
100-7550-52-3200	Communications	-	-	-
100-7550-52-3500	Travel	-	-	-
100-7550-52-3600	Dues and Fees	-	-	-
100-7550-52-3700	Education and Training	-	-	-
100-7550-53-1630	Software	-	-	-
100-8000-58-1200	Capital Lease - Principal	347,079	471,000	(123,921)
100-8000-58-2200	Capital Lease - Interest	78,152	120,000	(41,848)
100-9000-61-1000	Transfer to TAD	67,875	4,375,000	(4,307,125)
	Total	**$ 13,975,000**	**$ 19,125,000**	**$ (5,150,000)**

City of Holly Springs
Fiscal Year 2024 Amended Budget
American Rescue Plan Act of 2021

Account Number	Description	Budgets FY 2024 Proposed	FY 2024 Amended	Variance
230-0000-33-2100	American Rescue Plan Act of 2021	-	243,500	243,500
230-0000-36-1000	Interest Revenue	-	80,000	80,000
230-0000-38-0000	Fund Balance	2,000,000	1,676,500	(323,500)
	TOTAL REVENUES	**$ 2,000,000**	**$ 2,000,000**	**$ -**
230-4910-52-2200	Repairs and Maintenance	-	71,000	(71,000)
230-4910-54-1400	Capital Outlay Infrastructure	2,000,000	1,756,000	244,000
230-9000-61-1000	Transfer to Stormwater Fund	-	173,000	(173,000)
	TOTAL EXPENDITURES	**$ 2,000,000**	**$ 2,000,000**	**$ -**

City of Holly Springs
Fiscal Year 2024 Amended Budget
Operating Grant Fund

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
250-0000-33-1000	Grant Revenue	75,000	107,500	32,500
	TOTAL REVENUES	**$ 75,000**	**$ 107,500**	**$ 32,500**
250-7620-57-2000	Payments to Other Agencies	75,000	107,500	(32,500)
	TOTAL EXPENDITURES	**$ 75,000**	**$ 107,500**	**$ (32,500)**

City of Holly Springs
Fiscal Year 2024 Amended Budget
Parks Recreation Fund

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
270-0000-31-4200	Beer/Wine Alcoholic Bev. Excise Tax	300,000	300,000	-
270-0000-31-4250	Distilled Spirit Alcoholic Bev. Excise Tax	125,000	110,000	(15,000)
270-0000-31-4300	Local Option Mixed Drink Tax	80,000	75,000	(5,000)
270-0000-31-9100	Penalties and Interest	250	250	-
270-0000-38-1000	Rents and Royalties	25,000	50,000	25,000
270-0000-13-4000	Prior Year Fund Balance	344,750	469,750	125,000
	TOTAL REVENUES	**$ 875,000**	**$ 1,005,000**	**$ 130,000**
270-5530-52-2110	Disposal - Garbage Depot	500	500	-
270-5530-52-2150	Pest Control - Depot	750	750	-
270-5530-52-2200	Repairs & Maintenance - Depot	5,000	15,000	(10,000)
270-5530-52-3200	Communications - Depot	1,750	1,750	-
270-5530-53-1100	General Supplies - Depot	1,000	1,000	-
270-5530-53-1210	Water/Sewer - Depot	250	250	-
270-5530-53-1220	Natural Gas - Depot	2,000	2,000	-
270-5530-53-1230	Electricity - Depot	5,000	5,000	-
270-5530-53-1600	Small Equipment - Depot	500	10,750	(10,250)
270-5530-54-1300	Capital Outlay - Buildings	-	152,000	(152,000)
270-6220-52-2110	Disposal - Garbage Parks	1,750	1,750	-
270-6220-52-2140	Lawn Care	8,000	8,000	-
270-6220-52-2150	Pest Control - Parks	750	750	-
270-6220-52-2200	Repairs & Maintenance - Parks	26,328	78,135	(51,807)
270-6220-52-2320	Rental of Equipment	1,000	1,000	-
270-6220-52-3200	Communications - Parks	500	500	-
270-6220-52-3600	Dues and Fees	500	500	-
270-6220-52-3850	Contract Labor	167,600	32,000	135,600
270-6220-53-1100	General Supplies & Materials - Parks	2,000	2,000	-
270-6220-53-1210	Water/Sewer - Parks	6,500	12,600	(6,100)
270-6220-53-1220	Natural Gas - Parks	-	500	(500)
270-6220-53-1230	Electricity - Parks	4,500	10,000	(5,500)
270-6220-53-1600	Small Equipment - Parks	500	3,500	(3,000)
270-6220-54-1200	Capital Outlay - Site Improvements	70,000	14,750	55,250
270-6220-54-1220	Capital Outlay - Site Improv Barrett Parl	-	342,500	(342,500)
270-6220-54-1230	Capital Outlay - Site Improv KJ Barnett	-	112,500	(112,500)
270-6220-54-1300	Capital Outlay - Buildings	-	31,000	(31,000)
270-6220-54-2100	Capital Outlay - Machinery & Equipment	-	58,750	(58,750)
270-9000-61-1100	Transfer to Debt Service Fund	568,322	105,265	463,057
	TOTAL EXPENDITURES	**$ 875,000**	**$ 1,005,000**	**$ (130,000)**

City of Holly Springs
Fiscal Year 2024 Amended Budget
Tax Allocation District Fund

Account Number	Description	Budgets FY 2024 Adopted	Budgets FY 2024 Amended	Variance
272-0000-33-7000	Intergovernmental - Cherokee County Government	87,544	118,000	30,456
272-0000-33-7050	Intergovernmental - Cherokee County School District	290,693	372,115	81,422
272-0000-39-1000	Transfers from General Fund	67,875	73,570	5,695
272-0000-13-4000	Fund Balance	-	41,430	41,430
	TOTAL REVENUES	**$ 446,112**	**$ 605,115**	**$ 159,003**
272-7550-57-1000	Intergovernmental - CCSD PILOT 1	-	15,000	(15,000)
272-7550-57-1500	Intergovernmental - CCSD PILOT 2	-	113,832	(113,832)
272-9000-61-1100	Transfer to Debt Service Fund	446,112	476,283	(30,171)
	TOTAL EXPENDITURES	**$ 446,112**	**$ 605,115**	**$ (159,003)**

City of Holly Springs
Fiscal Year 2024 Amended Budget
SPLOST V Fund

Account Number	Description	Budgets FY 2024 Proposed	FY 2024 Amended	Variance
326-0000-31-3200	SPLOST V Revenue	1,500,000	1,500,000	-
326-0000-33-1001	Grant Revenue - LMIG	185,000	425,000	240,000
326-0000-34-3230	Assessments - Roads and Sidewalks	-	10,000	10,000
326-0000-39-1000	Transfers from General Fund	-	500,000	500,000
326-0000-39-3000	Proceeds from GTIB Loan Phase II	2,000,000	1,250,000	(750,000)
326-0000-39-3000	Proceeds from GTIB Loan Phase III	4,000,000	1,915,000	(2,085,000)
	TOTAL REVENUES	**$ 7,685,000**	**$ 5,600,000**	**$ (2,085,000)**
326-1565-54-1300	Capital Outlay - Buildings City Hall	-	165,000	(165,000)
326-1565-54-1350	Capital Outlay - Buildings Public Works	-	35,000	(35,000)
326-3200-54-1200	Capital Outlay - Site Improv Parking Lot	-	35,000	(35,000)
326-3200-54-2100	Capital Outlay - Equipment	-	25,000	(25,000)
326-4200-54-1200	Capital Outlay - Sites	1,000,000	-	1,000,000
326-4200-54-1410	Capital Outlay - LMIG	185,000	10,000	175,000
326-4200-54-1425	Capital Outlay -Hickory Springs Ind Conn	-	70,000	(70,000)
326-4200-54-1435	Capital Outlay - HS Pkwy Phase II	2,000,000	2,700,000	(700,000)
326-4200-54-1445	Capital Outlay - HS Pkwy Phase III	3,000,000	2,000,000	1,000,000
326-4200-54-2100	Capital Outlay - Equipment	-	70,000	(70,000)
326-4224-54-1430	Capital Outlay - HS Pkwy Sidewalk	250,000	107,000	143,000
326-4224-54-1440	Capital Outlay - Hickory Road Sidewalk	1,000,000	8,000	992,000
326-4270-54-1400	Capital Outlay - HSP/Fox Creek Intersect	250,000	375,000	(125,000)
	TOTAL EXPENDITURES	**$ 7,685,000**	**$ 5,600,000**	**$ 2,085,000**

City of Holly Springs
Fiscal Year 2024 Amended Budget
SPLOST VI Fund

Account Number	Description	Budgets FY 2024 Adopted	FY 2024 Amended	Variance
327-0000-31-3200	SPLOST VI Revenue	2,600,000	1,885,000	(715,000)
327-0000-39-1000	Transfers from General Fund	-	1,381,520	1,381,520
327-0000-39-3000	Issuance of long-term debt	-	218,480	218,480
	TOTAL REVENUES	**$ 2,600,000**	**$ 3,485,000**	**$ 885,000**
327-1565-54-1300	Capital Outlay - Buildings City Hall	-	226,000	(226,000)
327-3200-54-1200	Capital Outlay - Site Improv Parking Lot	-	30,000	(30,000)
327-4200-54-1410	Capital Outlay - LMIG	-	825,000	(825,000)
327-4200-54-1425	Capital Outlay - Hickory Springs Pkwy Ph 1	-	12,000	(12,000)
327-4200-54-1435	Capital Outlay - HS Pkwy Phase II	-	582,000	(582,000)
327-4200-54-1445	Capital Outlay - HS Pkwy Phase III	2,600,000	720,000	1,880,000
327-4200-54-1455	Capital Outlay - HS Pkwy Phase IV	-	30,000	(30,000)
327-4224-54-1400	Capital Outlay - Sidewalk Projects	-	180,000	(180,000)
327-4270-54-1400	Capital Outlay - Fox Creek/Turner Village	-	800,000	(800,000)
327-4270-54-1420	Capital Outlay - Hickory Springs Pkwy Inter	-	10,000	(10,000)
327-8000-58-1100	Debt Service - Principal	-	60,000	(60,000)
327-8000-58-2100	Debt Service - Interest	-	10,000	(10,000)
	TOTAL EXPENDITURES	**$ 2,600,000**	**$ 3,485,000**	**$ (885,000)**

City of Holly Springs
Fiscal Year 2024 Amended Budget
Town Center Fund

Account Number	Description	Budgets FY 2024 Proposed	FY 2024 Amended	Variance
350-0000-39-1000	Transfers from DDA	300,000	-	(300,000)
350-0000-39-1000	Transfers from URA Fund	15,000,000	7,100,000	(7,900,000)
350-0000-39-1000	Transfers from General Fund	-	600,000	600,000
	TOTAL REVENUES	**15,300,000**	**7,700,000**	**(7,600,000)**
350-1565-52-1200	Professional Services	300,000	-	300,000
350-1565-54-1200	Capital Outlay - Site Improvements	5,000,000	2,510,000	2,490,000
350-1565-54-1300	Capital Outlay - Buildings City Hall	-	65,000	(65,000)
350-1565-54-1310	Capital Outlay - Buildings Parking Deck	10,000,000	5,100,000	4,900,000
350-1565-54-1320	Capital Outlay - Buildings Amphitheater	-	25,000	(25,000)
	TOTAL EXPENDITURES	**15,300,000**	**7,700,000**	**7,600,000**

City of Holly Springs
Fiscal Year 2024 Amended Budget
Urban Redevelopment Agency

Account Number	Description	Budgets FY 2024 Proposed	FY 2024 Amended	Variance
360-0000-36-1000	Interest Revenue	-	550,000	550,000
360-0000-13-4000	Fund Balance	15,000,000	6,550,000	(8,450,000)
	TOTAL REVENUES	**$ 15,000,000**	**$ 7,100,000**	**$ (7,900,000)**
360-9000-61-1000	Transfers to Town Center Fund	15,000,000	7,100,000	7,900,000
	TOTAL EXPENSES	**$ 15,000,000**	**$ 7,100,000**	**$ 7,900,000**

City of Holly Springs
Fiscal Year 2024 Amended Budget
Debt Service Fund

Account Number	Description	Budgets FY 2024 Proposed	FY 2024 Amended	Variance
400-0000-391000	Transfer from General Fund	-	1,319,910	1,319,910
400-0000-39-1000	Transfers from Tax Allocation District	446,112	476,283	30,171
400-0000-39-1000	Transfer from Downtown Development Authority	2,250,000	125,900	(2,124,100)
400-0000-39-1000	Transfer from Parks and Recreation	568,322	105,265	(463,057)
400-0000-13-4000	Fund Balance	585,566	1,822,642	1,237,076
	TOTAL REVENUES	**$ 3,850,000**	**$ 3,850,000**	**$ -**
400-8000-57-9000	Contingency	19,440	15,000	4,440
400-8000-58-1100	Debt Service - Principal HSPRA 2016	336,978	340,970	(3,992)
400-8000-58-2100	Debt Service - Interest HSPRA 2016	21,757	22,205	(448)
400-8000-58-1100	Debt Service - Principal HSPRA 2023	128,000	128,000	-
400-8000-58-2100	Debt Service - Interest HSPRA 2023	81,586	81,586	-
400-8000-58-1100	Debt Service - Principal URA 2019	555,556	555,556	-
400-8000-58-1100	Debt Service - Principal URA 2020	230,770	230,770	-
400-8000-58-1100	Debt Service - Principal URA 2021	519,702	519,702	-
400-8000-58-1100	Debt Service - Principal URA 2023	790,000	790,000	-
400-8000-58-2100	Debt Service - Interest URA 2019	100,702	100,702	-
400-8000-58-2100	Debt Service - Interest URA 2020	62,026	62,026	-
400-8000-58-2100	Debt Service - Interest URA 2021	152,231	152,231	-
400-8000-58-2100	Debt Service - Interest URA 2023	851,250	851,250	-
	TOTAL EXPENDITURES	**$ 3,850,000**	**$ 3,850,000**	**$ -**

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Renewal of the Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA).

EXECUTIVE SUMMARY:

Attached is a side-by-side premium comparison of the insurance renewal proposal from Georgia Interlocal Risk Management Agency (GIRMA) .

The net premium has increased by 14.6%, rising from $145,236 to $166,483. You will notice a significant increase in the Property & Equipment value, primarily due to the addition of the parking deck. We can anticipate further increases as we continue to grow.

The coverage limits and deductibles remain unchanged.

The City has budgeted 20% for this renewal.

FISCAL IMPACT:

$166,483
General Fund

ATTACHMENTS:

1. 2025 Holly Springs GIRMA Member Comparison with Ancillary LOBs and Pollution Quote

RECOMMENDATION:

The staff recommendation is approval of the renewal of the Property and Liability Coverage.

CONCURRENCES:

City Manager

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability (GIRMA)			**$13,866**			**$19,340**	-15.9%	39.5%	55.4%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
General Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductibles									
General Liability	$0			$0					
Public Officials Liability (GIRMA)			**$10,086**			**$10,709**	-15.9%	6.2%	22.1%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductible	$5,000			$5,000					
Law Enforcement Liability (GIRMA)			**$37,583**			**$40,652**	-2.4%	8.2%	10.6%
Each Occurrence	$4,000,000	41		$4,000,000	40				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$5,000			$5,000					
Automobile Liability (GIRMA)			**$59,027**			**$62,671**	-3.7%	6.2%	9.9%
Combined Single Limit	$4,000,000	54		$4,000,000	52				
Uninsured Motorist Liab.	$75,000	*Vehicles*	**$554**	$75,000	*Vehicles*	**$575**	-4.2%	3.8%	8.0%
Deductibles									
Auto Liability	$0			$0					
Auto Physical Damage (GIRMA)			**$15,837**			**$16,348**	-3.8%	3.2%	7.0%
Limit	ACV	53		ACV	51				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$1,000			$1,000					
Crime (GIRMA)			**$1,288**			**$1,203**	0.0%	-6.6%	-6.6%
Employee Dishonesty	$500,000	71		$500,000	71				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$1,000			$1,000					
Property & Equipment (GIRMA)			**$13,255**			**$23,943**	102.2%	80.6%	-21.5%
Total Insured Values	$5,549,014	$5,549,014		$11,217,714	$11,217,714				
Flood Limit	$5,549,014	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$5,549,014			$10,000,000					
Deductibles									
Building and Contents	$1,000	$5,508,314		$1,000	$11,158,514				
Mobile Equipment	$1,000	$40,700		$1,000	$59,500				
Equipment Breakdown (GIRMA)									
Per Occurrence	$5,508,314	$5,508,314		$5,508,314	$11,158,214				
Deductible	$1,000	*Property Values*		$1,000	*Property Values*				
Animal Mortality (GIRMA)			**Declined**			**Declined**			
GIRMA Contributions			**$151,496**			**$175,441**		15.8%	
Dividends/Credits			($6,260)			($8,958)		43.1%	
GIRMA Net Contributions			**$145,236**			**$166,483**		14.6%	
Broker Management Fees			$15,000			$15,000			
Amount Due			**$160,236**			**$181,483**		**13.3%**	

See next page for Pollution and Ancillary Coverages

GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Pollution Liability (GIRMA)			**$24,320**			**$24,320**	0.0%	0.0%	0.0%
Each Incident Limit	$1,000,000	16,213		$1,000,000	16,213				
Aggregate Limit	$12,000,000	*Population*		$12,000,000	*Population*				
Deductible	$1,000			$1,000					
Mold Matter Remediation	$1,000,000	**Expenses Sublimit $250K**		$1,000,000	**Expenses Sublimit $250K**				
Disinfection Event Expenses	$50,000	**Deductible Each Incident**		$50,000	**Deductible Each Incident**				
Pollution Annualized Premium			**$24,320**			**$24,320**		**0.0%**	

	2024-2025			2024-2025			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D (CV Starr)			**$2,750**			**$2,750**	0.0%	0.0%	0.0%
Limit	$50,000	68		$50,000	68				
Deductible	$0	*Employees*		$0	*Employees*				
Off-Duty Liability (Lexington Ins. Co.)			**$14,652**			**$15,794**	-12.2%	7.8%	20.0%
Limit	$1,000,000	41		$1,000,000	36				
Deductible	$10,000	*Officers*		$10,000	*Officers*				
Excess Crime (Hanover Ins./Allmerica)			**$2,651**			**$2,651**	0.0%	0.0%	0.0%
Limit	$1,500,000	68		$1,500,000	68				
Deductible	$500,000	*Employees*		$500,000	*Employees*				
Excess Cyber Liability (2024-Berkley Ins.)			**$28,603**			**$18,980**	46.3%	-33.6%	-79.9%
Limit **(2025-Tokio Marine/HCC)**	$1,000,000	$21,903,254		$1,000,000	$32,037,611				
Deductible	$250,000	*Revenue*		$250,000	*Revenue*				
Terrorism & Sabotage (Hiscox, Inc.)			**$2,042**			**$2,080**	94.9%	1.9%	-93.0%
Limit	$5,508,314	$5,508,314		$10,733,314	$10,733,314				
Deductible	$5,000	*TIV*		$5,000	*TIV*				
Ancillary Lines Total			**$50,698**			**$42,255**		-16.7%	
Total Cost (All lines)			**$235,254**			**$248,058**		**5.4%**	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Renewal of the Pollution Liability line of coverage with Georgia Interlocal Risk Management Agency (GIRMA).

EXECUTIVE SUMMARY:

This coverage will cover claims associated with contaminations, spills, illegal dumping of hazardous waste, chemical releases, mold, or mildew, among other hazards. This coverage has a one million dollars (1MIL) limit for each incident with an aggregate limit of twelve million dollars (12MIL).

FISCAL IMPACT:

$24,320
General Fund

ATTACHMENTS:

1. 2025 Holly Springs GIRMA Member Comparison with Ancillary LOBs and Pollution Quote

RECOMMENDATION:

The staff recommendation is approval of the renewal of the Pollution Liability line of coverage.

CONCURRENCES:

City Manager

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability (GIRMA)			**$13,866**			**$19,340**	-15.9%	39.5%	55.4%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
General Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductibles									
General Liability	$0			$0					
Public Officials Liability (GIRMA)			**$10,086**			**$10,709**	-15.9%	6.2%	22.1%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductible	$5,000			$5,000					
Law Enforcement Liability (GIRMA)			**$37,583**			**$40,652**	-2.4%	8.2%	10.6%
Each Occurrence	$4,000,000	41		$4,000,000	40				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$5,000			$5,000					
Automobile Liability (GIRMA)			**$59,027**			**$62,671**	-3.7%	6.2%	9.9%
Combined Single Limit	$4,000,000	54		$4,000,000	52				
Uninsured Motorist Liab.	$75,000	*Vehicles*	**$554**	$75,000	*Vehicles*	**$575**	-4.2%	3.8%	8.0%
Deductibles									
Auto Liability	$0			$0					
Auto Physical Damage (GIRMA)			**$15,837**			**$16,348**	-3.8%	3.2%	7.0%
Limit	ACV	53		ACV	51				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$1,000			$1,000					
Crime (GIRMA)			**$1,288**			**$1,203**	0.0%	-6.6%	-6.6%
Employee Dishonesty	$500,000	71		$500,000	71				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$1,000			$1,000					
Property & Equipment (GIRMA)			**$13,255**			**$23,943**	102.2%	80.6%	-21.5%
Total Insured Values	$5,549,014	$5,549,014		$11,217,714	$11,217,714				
Flood Limit	$5,549,014	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$5,549,014			$10,000,000					
Deductibles									
Building and Contents	$1,000	$5,508,314		$1,000	$11,158,514				
Mobile Equipment	$1,000	$40,700		$1,000	$59,500				
Equipment Breakdown (GIRMA)									
Per Occurrence	$5,508,314	$5,508,314		$5,508,314	$11,158,214				
Deductible	$1,000	*Property Values*		$1,000	*Property Values*				
Animal Mortality (GIRMA)			**Declined**			**Declined**			
GIRMA Contributions			**$151,496**			**$175,441**		15.8%	
Dividends/Credits			($6,260)			($8,958)		43.1%	
GIRMA Net Contributions			**$145,236**			**$166,483**		14.6%	
Broker Management Fees			$15,000			$15,000			
Amount Due			**$160,236**			**$181,483**		**13.3%**	

See next page for Pollution and Ancillary Coverages

GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

Program Details	2024-2025			2025-2026			Cost Comparison		
	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Pollution Liability (GIRMA)			**$24,320**			**$24,320**	0.0%	0.0%	0.0%
Each Incident Limit	$1,000,000	16,213		$1,000,000	16,213				
Aggregate Limit	$12,000,000	*Population*		$12,000,000	*Population*				
Deductible	$1,000			$1,000					
Mold Matter Remediation	$1,000,000	**Expenses Sublimit $250K**		$1,000,000	**Expenses Sublimit $250K**				
Disinfection Event Expenses	$50,000	**Deductible Each Incident**		$50,000	**Deductible Each Incident**				
Pollution Annualized Premium			**$24,320**			**$24,320**		**0.0%**	

Program Details	2024-2025			2024-2025			Cost Comparison		
	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D (CV Starr)			**$2,750**			**$2,750**	0.0%	0.0%	0.0%
Limit	$50,000	68		$50,000	68				
Deductible	$0	*Employees*		$0	*Employees*				
Off-Duty Liability (Lexington Ins. Co.)			**$14,652**			**$15,794**	-12.2%	7.8%	20.0%
Limit	$1,000,000	41		$1,000,000	36				
Deductible	$10,000	*Officers*		$10,000	*Officers*				
Excess Crime (Hanover Ins./Allmerica)			**$2,651**			**$2,651**	0.0%	0.0%	0.0%
Limit	$1,500,000	68		$1,500,000	68				
Deductible	$500,000	*Employees*		$500,000	*Employees*				
Excess Cyber Liability (2024-Berkley Ins.)			**$28,603**			**$18,980**	46.3%	-33.6%	-79.9%
Limit **(2025-Tokio Marine/HCC)**	$1,000,000	$21,903,254		$1,000,000	$32,037,611				
Deductible	$250,000	*Revenue*		$250,000	*Revenue*				
Terrorism & Sabotage (Hiscox, Inc.)			**$2,042**			**$2,080**	94.9%	1.9%	-93.0%
Limit	$5,508,314	$5,508,314		$10,733,314	$10,733,314				
Deductible	$5,000	*TIV*		$5,000	*TIV*				
Ancillary Lines Total			**$50,698**			**$42,255**		-16.7%	

Total Cost (All lines)			**$235,254**			**$248,058**		**5.4%**	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Renewal of the Municipal Workforce AD&D line of coverage with CV Starr.

EXECUTIVE SUMMARY:

This plan has a $50,000 accidental death and dismemberment that covers all active full-time and part-time employees.

FISCAL IMPACT:

$2,750
General Fund

ATTACHMENTS:

1. 2025 Holly Springs GIRMA Member Comparison with Ancillary LOBs and Pollution Quote

RECOMMENDATION:

The staff recommendation is approval of the Municipal Workforce AD&D line of coverage.

CONCURRENCES:

City Manager

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability (GIRMA)			**$13,866**			**$19,340**	-15.9%	39.5%	55.4%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
General Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductibles									
General Liability	$0			$0					
Public Officials Liability (GIRMA)			**$10,086**			**$10,709**	-15.9%	6.2%	22.1%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductible	$5,000			$5,000					
Law Enforcement Liability (GIRMA)			**$37,583**			**$40,652**	-2.4%	8.2%	10.6%
Each Occurrence	$4,000,000	41		$4,000,000	40				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$5,000			$5,000					
Automobile Liability (GIRMA)			**$59,027**			**$62,671**	-3.7%	6.2%	9.9%
Combined Single Limit	$4,000,000	54		$4,000,000	52				
Uninsured Motorist Liab.	$75,000	*Vehicles*	**$554**	$75,000	*Vehicles*	**$575**	-4.2%	3.8%	8.0%
Deductibles									
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Auto Physical Damage (GIRMA)			**$15,837**			**$16,348**	-3.8%	3.2%	7.0%
Limit	ACV	53		ACV	51				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$1,000			$1,000					
Crime (GIRMA)			**$1,288**			**$1,203**	0.0%	-6.6%	-6.6%
Employee Dishonesty	$500,000	71		$500,000	71				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$1,000			$1,000					
Property & Equipment (GIRMA)			**$13,255**			**$23,943**	102.2%	80.6%	-21.5%
Total Insured Values	$5,549,014	$5,549,014		$11,217,714	$11,217,714				
Flood Limit	$5,549,014	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$5,549,014			$10,000,000					
Deductibles									
Building and Contents	$1,000	$5,508,314		$1,000	$11,158,514				
Mobile Equipment	$1,000	$40,700		$1,000	$59,500				
Equipment Breakdown (GIRMA)									
Per Occurrence	$5,508,314	$5,508,314		$5,508,314	$11,158,214				
Deductible	$1,000	*Property Values*		$1,000	*Property Values*				
Animal Mortality (GIRMA)			**Declined**			**Declined**			
GIRMA Contributions			**$151,496**			**$175,441**		15.8%	
Dividends/Credits			($6,260)			($8,958)		43.1%	
GIRMA Net Contributions			**$145,236**			**$166,483**		14.6%	
Broker Management Fees			$15,000			$15,000			
Amount Due			**$160,236**			**$181,483**		**13.3%**	

See next page for Pollution and Ancillary Coverages

GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Pollution Liability (GIRMA)			**$24,320**			**$24,320**	0.0%	0.0%	0.0%
Each Incident Limit	$1,000,000	16,213		$1,000,000	16,213				
Aggregate Limit	$12,000,000	*Population*		$12,000,000	*Population*				
Deductible	$1,000			$1,000					
Mold Matter Remediation	$1,000,000	**Expenses Sublimit $250K**		$1,000,000	**Expenses Sublimit $250K**				
Disinfection Event Expenses	$50,000	**Deductible Each Incident**		$50,000	**Deductible Each Incident**				
Pollution Annualized Premium			**$24,320**			**$24,320**		**0.0%**	

	2024-2025			2024-2025			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D (CV Starr)			**$2,750**			**$2,750**	0.0%	0.0%	0.0%
Limit	$50,000	68		$50,000	68				
Deductible	$0	*Employees*		$0	*Employees*				
Off-Duty Liability (Lexington Ins. Co.)			**$14,652**			**$15,794**	-12.2%	7.8%	20.0%
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Excess Crime (Hanover Ins./Allmerica)			**$2,651**			**$2,651**	0.0%	0.0%	0.0%
Limit	$1,500,000	68		$1,500,000	68				
Deductible	$500,000	*Employees*		$500,000	*Employees*				
Excess Cyber Liability (2024-Berkley Ins.)			**$28,603**			**$18,980**	46.3%	-33.6%	-79.9%
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Limit	$5,508,314	$5,508,314		$10,733,314	$10,733,314				
Deductible	$5,000	*TIV*		$5,000	*TIV*				
Ancillary Lines Total			**$50,698**			**$42,255**		-16.7%	

Total Cost (All lines)			**$235,254**			**$248,058**		**5.4%**	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.J.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Renewal of the Off-Duty Liability line of coverage with Lexington Insurance Company.

EXECUTIVE SUMMARY:

This plan covers officers who are working off-duty or moonlighting. This policy covers the "gaps" where the general liability policy might decline to cover a claim because the officer was not acting in the scope of their employment.

FISCAL IMPACT:

$15,794
General Fund

ATTACHMENTS:

1. 2025 Holly Springs GIRMA Member Comparison with Ancillary LOBs and Pollution Quote

RECOMMENDATION:

The staff recommendation is approval of the Off-Duty Liability line of coverage.

CONCURRENCES:

City Manager

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
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Deductibles									
General Liability	$0			$0					
Public Officials Liability (GIRMA)			**$10,086**			**$10,709**	-15.9%	6.2%	22.1%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductible	$5,000			$5,000					
Law Enforcement Liability (GIRMA)			**$37,583**			**$40,652**	-2.4%	8.2%	10.6%
Each Occurrence	$4,000,000	41		$4,000,000	40				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$5,000			$5,000					
Automobile Liability (GIRMA)			**$59,027**			**$62,671**	-3.7%	6.2%	9.9%
Combined Single Limit	$4,000,000	54		$4,000,000	52				
Uninsured Motorist Liab.	$75,000	*Vehicles*	**$554**	$75,000	*Vehicles*	**$575**	-4.2%	3.8%	8.0%
Deductibles									
Auto Liability	$0			$0					
Auto Physical Damage (GIRMA)			**$15,837**			**$16,348**	-3.8%	3.2%	7.0%
Limit	ACV	53		ACV	51				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$1,000			$1,000					
Crime (GIRMA)			**$1,288**			**$1,203**	0.0%	-6.6%	-6.6%
Employee Dishonesty	$500,000	71		$500,000	71				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$1,000			$1,000					
Property & Equipment (GIRMA)			**$13,255**			**$23,943**	102.2%	80.6%	-21.5%
Total Insured Values	$5,549,014	$5,549,014		$11,217,714	$11,217,714				
Flood Limit	$5,549,014	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$5,549,014			$10,000,000					
Deductibles									
Building and Contents	$1,000	$5,508,314		$1,000	$11,158,514				
Mobile Equipment	$1,000	$40,700		$1,000	$59,500				
Equipment Breakdown (GIRMA)									
Per Occurrence	$5,508,314	$5,508,314		$5,508,314	$11,158,214				
Deductible	$1,000	*Property Values*		$1,000	*Property Values*				
Animal Mortality (GIRMA)			**Declined**			**Declined**			
GIRMA Contributions			**$151,496**			**$175,441**		15.8%	
Dividends/Credits			($6,260)			($8,958)		43.1%	
GIRMA Net Contributions			**$145,236**			**$166,483**		14.6%	
Broker Management Fees			$15,000			$15,000			
Amount Due			**$160,236**			**$181,483**		**13.3%**	

See next page for Pollution and Ancillary Coverages

GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Pollution Liability (GIRMA)			**$24,320**			**$24,320**	0.0%	0.0%	0.0%
Each Incident Limit	$1,000,000	16,213		$1,000,000	16,213				
Aggregate Limit	$12,000,000	*Population*		$12,000,000	*Population*				
Deductible	$1,000			$1,000					
Mold Matter Remediation	$1,000,000	**Expenses Sublimit $250K**		$1,000,000	**Expenses Sublimit $250K**				
Disinfection Event Expenses	$50,000	**Deductible Each Incident**		$50,000	**Deductible Each Incident**				
Pollution Annualized Premium			**$24,320**			**$24,320**		**0.0%**	

	2024-2025			2024-2025			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D (CV Starr)			**$2,750**			**$2,750**	0.0%	0.0%	0.0%
Limit	$50,000	68		$50,000	68				
Deductible	$0	*Employees*		$0	*Employees*				
Off-Duty Liability (Lexington Ins. Co.)			**$14,652**			**$15,794**	-12.2%	7.8%	20.0%
Limit	$1,000,000	41		$1,000,000	36				
Deductible	$10,000	*Officers*		$10,000	*Officers*				
Excess Crime (Hanover Ins./Allmerica)			**$2,651**			**$2,651**	0.0%	0.0%	0.0%
Limit	$1,500,000	68		$1,500,000	68				
Deductible	$500,000	*Employees*		$500,000	*Employees*				
Excess Cyber Liability (2024-Berkley Ins.)			**$28,603**			**$18,980**	46.3%	-33.6%	-79.9%
Limit **(2025-Tokio Marine/HCC)**	$1,000,000	$21,903,254		$1,000,000	$32,037,611				
Deductible	$250,000	*Revenue*		$250,000	*Revenue*				
Terrorism & Sabotage (Hiscox, Inc.)			**$2,042**			**$2,080**	94.9%	1.9%	-93.0%
Limit	$5,508,314	$5,508,314		$10,733,314	$10,733,314				
Deductible	$5,000	*TIV*		$5,000	*TIV*				
Ancillary Lines Total			**$50,698**			**$42,255**		-16.7%	
Total Cost (All lines)			**$235,254**			**$248,058**		**5.4%**	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.K.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Renewal of the Excess Crime line of coverage with Hanover Insurance Company/Allmerica.

EXECUTIVE SUMMARY:

This plan covers claims associated with the theft of money, securities, or property by using a computer to transfer covered property from the City's premises or bank to another person or place. Currently, with GIRMA, the coverage limit is $500,000. This plan would increase the limits to one million five hundred dollars (1.5Mil).

FISCAL IMPACT:

$2,651
General Fund

ATTACHMENTS:

1. 2025 Holly Springs GIRMA Member Comparison with Ancillary LOBs and Pollution Quote

RECOMMENDATION:

The staff recommendation is approval of the Excess Crime line of coverage.

CONCURRENCES:

City Manager

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability (GIRMA)			**$13,866**			**$19,340**	-15.9%	39.5%	55.4%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
General Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductibles									
General Liability	$0			$0					
Public Officials Liability (GIRMA)			**$10,086**			**$10,709**	-15.9%	6.2%	22.1%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductible	$5,000			$5,000					
Law Enforcement Liability (GIRMA)			**$37,583**			**$40,652**	-2.4%	8.2%	10.6%
Each Occurrence	$4,000,000	41		$4,000,000	40				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$5,000			$5,000					
Automobile Liability (GIRMA)			**$59,027**			**$62,671**	-3.7%	6.2%	9.9%
Combined Single Limit	$4,000,000	54		$4,000,000	52				
Uninsured Motorist Liab.	$75,000	*Vehicles*	**$554**	$75,000	*Vehicles*	**$575**	-4.2%	3.8%	8.0%
Deductibles									
Auto Liability	$0			$0					
Auto Physical Damage (GIRMA)			**$15,837**			**$16,348**	-3.8%	3.2%	7.0%
Limit	ACV	53		ACV	51				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$1,000			$1,000					
Crime (GIRMA)			**$1,288**			**$1,203**	0.0%	-6.6%	-6.6%
Employee Dishonesty	$500,000	71		$500,000	71				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$1,000			$1,000					
Property & Equipment (GIRMA)			**$13,255**			**$23,943**	102.2%	80.6%	-21.5%
Total Insured Values	$5,549,014	$5,549,014		$11,217,714	$11,217,714				
Flood Limit	$5,549,014	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$5,549,014			$10,000,000					
Deductibles									
Building and Contents	$1,000	$5,508,314		$1,000	$11,158,514				
Mobile Equipment	$1,000	$40,700		$1,000	$59,500				
Equipment Breakdown (GIRMA)									
Per Occurrence	$5,508,314	$5,508,314		$5,508,314	$11,158,214				
Deductible	$1,000	*Property Values*		$1,000	*Property Values*				
Animal Mortality (GIRMA)			**Declined**			**Declined**			
GIRMA Contributions			**$151,496**			**$175,441**		15.8%	
Dividends/Credits			($6,260)			($8,958)		43.1%	
GIRMA Net Contributions			**$145,236**			**$166,483**		14.6%	
Broker Management Fees			$15,000			$15,000			
Amount Due			**$160,236**			**$181,483**		**13.3%**	

See next page for Pollution and Ancillary Coverages

GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Pollution Liability (GIRMA)			**$24,320**			**$24,320**	0.0%	0.0%	0.0%
Each Incident Limit	$1,000,000	16,213		$1,000,000	16,213				
Aggregate Limit	$12,000,000	*Population*		$12,000,000	*Population*				
Deductible	$1,000			$1,000					
Mold Matter Remediation	$1,000,000	**Expenses Sublimit $250K**		$1,000,000	**Expenses Sublimit $250K**				
Disinfection Event Expenses	$50,000	**Deductible Each Incident**		$50,000	**Deductible Each Incident**				
Pollution Annualized Premium			**$24,320**			**$24,320**		**0.0%**	

	2024-2025			2024-2025			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D (CV Starr)			**$2,750**			**$2,750**	0.0%	0.0%	0.0%
Limit	$50,000	68		$50,000	68				
Deductible	$0	*Employees*		$0	*Employees*				
Off-Duty Liability (Lexington Ins. Co.)			**$14,652**			**$15,794**	-12.2%	7.8%	20.0%
Limit	$1,000,000	41		$1,000,000	36				
Deductible	$10,000	*Officers*		$10,000	*Officers*				
Excess Crime (Hanover Ins./Allmerica)			**$2,651**			**$2,651**	0.0%	0.0%	0.0%
Limit	$1,500,000	68		$1,500,000	68				
Deductible	$500,000	*Employees*		$500,000	*Employees*				
Excess Cyber Liability (2024-Berkley Ins.)			**$28,603**			**$18,980**	46.3%	-33.6%	-79.9%
Limit **(2025-Tokio Marine/HCC)**	$1,000,000	$21,903,254		$1,000,000	$32,037,611				
Deductible	$250,000	*Revenue*		$250,000	*Revenue*				
Terrorism & Sabotage (Hiscox, Inc.)			**$2,042**			**$2,080**	94.9%	1.9%	-93.0%
Limit	$5,508,314	$5,508,314		$10,733,314	$10,733,314				
Deductible	$5,000	*TIV*		$5,000	*TIV*				
Ancillary Lines Total			**$50,698**			**$42,255**		-16.7%	

Total Cost (All lines)			**$235,254**			**$248,058**		**5.4%**	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.L.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Renewal of the Terrorism & Sabotage line of coverage with Hiscox.

EXECUTIVE SUMMARY:

This coverage would cover “soft costs” such as business interruption, public relations, crisis coaching, and counseling services. Currently, with GIRMA, there is a crisis management line of coverage with a limit of $50,000. This plan would increase the limits to three million five hundred dollars (3.5Mil).

FISCAL IMPACT:

$2,080
General Fund

ATTACHMENTS:

1. 2025 Holly Springs GIRMA Member Comparison with Ancillary LOBs and Pollution Quote

RECOMMENDATION:

The staff recommendation is approval of the renewal of the Terrorism & Sabotage line of coverage.

CONCURRENCES:

City Manager

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability (GIRMA)			**$13,866**			**$19,340**	-15.9%	39.5%	55.4%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
General Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductibles									
General Liability	$0			$0					
Public Officials Liability (GIRMA)			**$10,086**			**$10,709**	-15.9%	6.2%	22.1%
Each Occurrence	$4,000,000	$32,987,112		$4,000,000	$27,730,725				
Aggregate	$20,000,000	*Operating Budget*		$20,000,000	*Operating Budget*				
Deductible	$5,000			$5,000					
Law Enforcement Liability (GIRMA)			**$37,583**			**$40,652**	-2.4%	8.2%	10.6%
Each Occurrence	$4,000,000	41		$4,000,000	40				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$5,000			$5,000					
Automobile Liability (GIRMA)			**$59,027**			**$62,671**	-3.7%	6.2%	9.9%
Combined Single Limit	$4,000,000	54		$4,000,000	52				
Uninsured Motorist Liab.	$75,000	*Vehicles*	**$554**	$75,000	*Vehicles*	**$575**	-4.2%	3.8%	8.0%
Deductibles									
Auto Liability	$0			$0					
Auto Physical Damage (GIRMA)			**$15,837**			**$16,348**	-3.8%	3.2%	7.0%
Limit	ACV	53		ACV	51				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$1,000			$1,000					
Crime (GIRMA)			**$1,288**			**$1,203**	0.0%	-6.6%	-6.6%
Employee Dishonesty	$500,000	71		$500,000	71				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$1,000			$1,000					
Property & Equipment (GIRMA)			**$13,255**			**$23,943**	102.2%	80.6%	-21.5%
Total Insured Values	$5,549,014	$5,549,014		$11,217,714	$11,217,714				
Flood Limit	$5,549,014	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$5,549,014			$10,000,000					
Deductibles									
Building and Contents	$1,000	$5,508,314		$1,000	$11,158,514				
Mobile Equipment	$1,000	$40,700		$1,000	$59,500				
Equipment Breakdown (GIRMA)									
Per Occurrence	$5,508,314	$5,508,314		$5,508,314	$11,158,214				
Deductible	$1,000	*Property Values*		$1,000	*Property Values*				
Animal Mortality (GIRMA)			**Declined**			**Declined**			
GIRMA Contributions			**$151,496**			**$175,441**		15.8%	
Dividends/Credits			($6,260)			($8,958)		43.1%	
GIRMA Net Contributions			**$145,236**			**$166,483**		14.6%	
Broker Management Fees			$15,000			$15,000			
Amount Due			**$160,236**			**$181,483**		**13.3%**	

See next page for Pollution and Ancillary Coverages

GIRMA INSURANCE PROGRAM
with Pollution and Ancillary Coverages

Comparative Analysis for May 1, 2025 Renewal

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Pollution Liability (GIRMA)			**$24,320**			**$24,320**	0.0%	0.0%	0.0%
Each Incident Limit	$1,000,000	16,213		$1,000,000	16,213				
Aggregate Limit	$12,000,000	*Population*		$12,000,000	*Population*				
Deductible	$1,000			$1,000					
Mold Matter Remediation	$1,000,000	**Expenses Sublimit $250K**		$1,000,000	**Expenses Sublimit $250K**				
Disinfection Event Expenses	$50,000	**Deductible Each Incident**		$50,000	**Deductible Each Incident**				
Pollution Annualized Premium			**$24,320**			**$24,320**		**0.0%**	

	2024-2025			2024-2025			Cost Comparison		
Program Details	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Municipal Workforce AD&D (CV Starr)			**$2,750**			**$2,750**	0.0%	0.0%	0.0%
Limit	$50,000	68		$50,000	68				
Deductible	$0	*Employees*		$0	*Employees*				
Off-Duty Liability (Lexington Ins. Co.)			**$14,652**			**$15,794**	-12.2%	7.8%	20.0%
Limit	$1,000,000	41		$1,000,000	36				
Deductible	$10,000	*Officers*		$10,000	*Officers*				
Excess Crime (Hanover Ins./Allmerica)			**$2,651**			**$2,651**	0.0%	0.0%	0.0%
Limit	$1,500,000	68		$1,500,000	68				
Deductible	$500,000	*Employees*		$500,000	*Employees*				
Excess Cyber Liability (2024-Berkley Ins.)			**$28,603**			**$18,980**	46.3%	-33.6%	-79.9%
Limit **(2025-Tokio Marine/HCC)**	$1,000,000	$21,903,254		$1,000,000	$32,037,611				
Deductible	$250,000	*Revenue*		$250,000	*Revenue*				
Terrorism & Sabotage (Hiscox, Inc.)			**$2,042**			**$2,080**	94.9%	1.9%	-93.0%
Limit	$5,508,314	$5,508,314		$10,733,314	$10,733,314				
Deductible	$5,000	*TIV*		$5,000	*TIV*				
Ancillary Lines Total			**$50,698**			**$42,255**		-16.7%	
Total Cost (All lines)			**$235,254**			**$248,058**		**5.4%**	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.M.

FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: April 21, 2025

AGENDA ITEM: Excess Cyber Liability line of coverage with Tokio Marine - Houston Casualty Company.

EXECUTIVE SUMMARY:

Attached is a comparison of the current Cyber coverage and the proposed renewal quote. This year, Georgia Interlocal Risk Management Agency (GIRMA) conducted a marketing initiative and secured renewal quotes from Tokio Marine - Houston Casualty Company, which is the same carrier that manages claims for the primary $250,000 in cyber coverage provided by GIRMA. This approach will streamline the claims-handling process, as there will be a single carrier for reporting cyber claims. Additionally, GIRMA successfully negotiated improved pricing for the renewal.

FISCAL IMPACT:

$18,980
General Fund

ATTACHMENTS:

1. 2025 Excess Cyber Coverage Comparison

RECOMMENDATION:

The staff recommendation is approval of the Excess Cyber Liability line of coverage with Tokio Marine - Houston Casualty Company.

CONCURRENCES:

Finance and Administration

Excess Cyber Coverage Comparison Named Insured: City of Holly Springs		
Effective Dates	**Expiring (Berkley) 5/1/2024-5/1/2025**	**Renewal (TMHCC) 5/1/2025-5/1/2026**
Third Party Liability Insuring Agreements		
Multimedia Liability	1,000,000	1,000,000
Security and Privacy Liability	1,000,000	1,000,000
Privacy Regulatory Defense and Penalties	1,000,000	1,000,000
PCI DSS Liability	1,000,000	1,000,000
First Party Insuring Agreements		
Breach Event Costs	1,000,000	1,000,000
BrandGuard	N/A	1,000,000
System Failure	1,000,000	1,000,000
Cyber Extortion	1,000,000	1,000,000
Dependent System Failure	1,000,000	$1,000,000 / $10,000 Deductible
Cyber Crime	$250,000	$250,000
Maximum Aggregate Limit of Liability	$1,000,000	$1,000,000
Deductible	**$0**	**$0**
Premium	**27,503**	**18,250**
Surplus Lines Tax	**1,100**	**730**
Total Premium	**28,603**	**18,980**

ITEM REPORT

AGENDA ITEM NUMBER: VIII.N.

FROM: Nancy Moon, Community Development Director

MEETING DATE: April 21, 2025

AGENDA ITEM: Bond Release for Performance Bonds #SUR2005997 and #SUR2005998 for 428 East Rope Mill Office Complex.

EXECUTIVE SUMMARY:

The applicant has requested release of the following bonds:

Development	**Type**	Number	**Amount**
428 East Rope Mill Office Complex	Performance	SUR2005997	$93,750.00
428 East Rope Mill Office Complex	Performance	SUR2005998	$50,000.00

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval of the release of the bonds.

CONCURRENCES:

City Engineer
City Manager

ITEM REPORT

AGENDA ITEM NUMBER: VIII.O.

FROM: Nancy Moon, Community Development Director

MEETING DATE: April 21, 2025

AGENDA ITEM: Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs, Georgia.

EXECUTIVE SUMMARY:

Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs, Georgia.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Title VI Nondiscrimination Agreement W-Assurances

RECOMMENDATION:

The recommendation is to approve the Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs, Georgia.

CONCURRENCES:

Community Development
Finance and Administration

TITLE VI
NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

The City of Holly Springs

Name of Recipient

Policy Statement

The ***(Name of Recipient)*** City of Holly Springs, *hereinafter referred to as the "Recipient"* assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** Community Development Director, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Ryan P. Shirley

Name of Responsible Agency Official (Please Print)

Mayor

Title

April 21, 2025

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, ***(Name of Recipient)*** the City of Holly Springs has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for ***(Name of Recipient)'s*** the City of Holly Springs Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Holly Springs, hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

   - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.

2. That it will promptly take any measures necessary to effectuate this agreement.

3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

   The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

   a) **Annual Work Plan**
   Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

   b) Accomplishment Report
   List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

    a) The date of alleged act of discrimination; or

    b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, an advise the complainant of other avenues of redress available, such as GDOT and USDOT.

5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:

    a) Name, address, and phone number of the complainant.

    b) Name(s) and address (es) of alleged discriminating official(s).

    c) Basis of complaint (i.e., race, color, or national origin)

    d) Date of alleged discriminatory act(s).

    e) Date of complaint received by the recipient.

f) A statement of the complaint.

g) Other agencies (state, local or Federal) where the complaint has been filed.

h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contact for GDOT's Title VI staff is as follows:

   Georgia Department of Transportation

   Office of Equal Opportunity, Title VI/ Program

   600 West Peachtree Street, N.W. 7th Floor

   Atlanta, GA 30308

   (404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

a) Cancel, terminate, or suspend this agreement in whole or in part;

b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.

c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

____
Signature

EEO Director
Title

____
Date

NAME OF RECIPIENT:

____
Signature

Mayor
Title

April 21, 2025
Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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.), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ITEM REPORT

AGENDA ITEM NUMBER: VIII.P.

FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Proposal dated March 7, 2025, from Advanced Systems, Inc., for performing miscellaneous repair work at the David Cagle House located at 220 Stringer Road, Holly Springs, GA 30115, in an amount not to exceed $4,670.00.

EXECUTIVE SUMMARY:

To approve the proposal from Advanced Systems, Inc. in an amount not to exceed $4,670.00, for repairs to the David Cagle House. Repairs include caulking and painting in several areas and rooms.

Three proposals were obtained, and Advanced Systems was the lowest one.

Advanced Systems, Inc. - $4,670.00
SE Restoration - $5,419.75
Parker Young - $20,202.79

FISCAL IMPACT:

$4,670.00 from General Fund.

ATTACHMENTS:

1. Advanced Systems, Inc. - David Cagle House Repairs Proposal
2. SE Restoration - David Cagle House Repairs Proposal
3. Parker Young - David Cagle House Repairs Proposal

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

6627 Commerce Pkwy
Woodstock, GA 30189
770-591-4655 (O)
70-591-4677 (F)

March 7th, 2025

Attn: Ron Carter

Proposal for: Holly Springs Municipality (3237 Holly Springs Pkwy, Holly Springs, GA 30115)

Work Location: David Cagle House, 220 Stringer Road, Holly Springs, GA 30115

RE: Proposal for drywall and paint at rental property.

The following proposal is based on the site visit made by Advanced Systems. We propose to furnish all labor and materials.

Labor & Materials:

1.) To include drywall touch ups on both first and second floor.
2.) To include ceiling & wall paint in master bedroom.
3.) To include building a custom hamper to cover the home made laundry shoot in the hall closet. Pantry to be painted wall color.
4.) Fill holes in upstairs bedroom closets and paint wall color.
5.) To include painting all vent covers white.
6.) To include trim touchup on second floor.
7.) Window repair in upstairs second bedroom. Window to be caulked in and painted. Adjust the window so both top and bottom properly close
8.) Mast bathroom, all trim to be finished and painted.
9.) 2 additional upstairs bedrooms to be touch up
10.) Install 3 missing ac vents, vents upstairs in the closet.

Bid Total: $4,670

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Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Insured: David Cagle House
Property: 220 Stringer rd
Canton, GA 30115

Claim Number: N/A **Policy Number:** **Type of Loss:**

Date of Loss: Date Received:
Date Inspected: Date Entered: 4/3/2024 8:11 AM

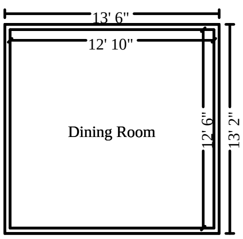
Price List: GAAT8X_JAN25
Restoration/Service/Remodel
Estimate: DAVID-CAGLEHOUSE

DAVID-CAGLEHOUSE

Main Level

Main Level

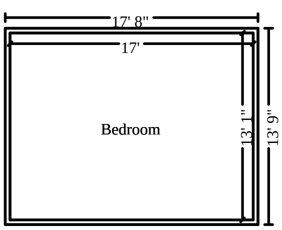
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Heat/AC register - Mechanically attached	8.00 EA	0.00	28.37	0.00	22.70	249.66
Total: Main Level				0.00	22.70	249.66



Dining Room **Height: 8'**

405.33	SF Walls	160.42	SF Ceiling
565.75	SF Walls & Ceiling	160.42	SF Floor
17.82	SY Flooring	50.67	LF Floor Perimeter
50.67	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. Paint the surface area - one coat	115.50 SF	0.00	0.98	0.00	11.32	124.51
3. Drywall patch / small hole repair, ready for paint	1.00 EA	0.00	22.57	0.00	2.26	24.83
4. Seal the surface area w/PVA primer - one coat	4.00 SF	0.00	0.88	0.00	0.35	3.87
5. Paint baseboard - one coat	12.83 LF	0.00	1.47	0.00	1.89	20.75
Totals: Dining Room				0.00	15.82	173.96



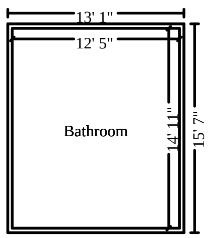
Bedroom **Height: 8'**

481.33	SF Walls	222.42	SF Ceiling
703.75	SF Walls & Ceiling	222.42	SF Floor
24.71	SY Flooring	60.17	LF Floor Perimeter
60.17	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
6. Paint the walls and ceiling - two coats	703.75 SF	0.00	1.44	0.00	101.34	1,114.74
7. Baseboard - 3 1/4"	12.75 LF	0.00	4.93	0.00	6.29	69.15
8. Seal (1 coat) & paint (1 coat) baseboard	12.75 LF	0.00	2.27	0.00	2.89	31.83

CONTINUED - Bedroom

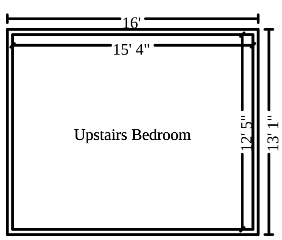
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Paint crown molding - one coat	60.17 LF	0.00	1.53	0.00	9.21	101.27
10. Paint baseboard - one coat	60.17 LF	0.00	1.47	0.00	8.85	97.30
Totals: Bedroom				0.00	128.58	1,414.29



Bathroom **Height: 8'**

437.33	SF Walls	185.22	SF Ceiling
622.55	SF Walls & Ceiling	185.22	SF Floor
20.58	SY Flooring	54.67	LF Floor Perimeter
54.67	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Paint the walls and ceiling - two coats	622.55 SF	0.00	1.44	0.00	89.65	986.12
12. Drywall - Labor Minimum	1.00 EA	0.00	520.76	0.00	52.08	572.84
13. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	47.39	0.00	4.74	52.13
14. Seal & paint wood window (per side)	1.00 EA	0.00	83.87	0.00	8.39	92.26
15. Seal & paint cabinetry - lower - faces only	7.00 LF	0.00	39.84	0.00	27.89	306.77
Totals: Bathroom				0.00	182.75	2,010.12



Upstairs Bedroom **Height: 8'**

444.00	SF Walls	190.39	SF Ceiling
634.39	SF Walls & Ceiling	190.39	SF Floor
21.15	SY Flooring	55.50	LF Floor Perimeter
55.50	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
16. Paint the walls and ceiling - two coats	634.39 SF	0.00	1.44	0.00	91.35	1,004.87
17. Seal & paint wood window (per side)	1.00 EA	0.00	83.87	0.00	8.39	92.26

CONTINUED - Upstairs Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Upstairs Bedroom				0.00	99.74	1,097.13
Total: Main Level				**0.00**	**449.59**	**4,945.16**

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
18. Haul debris - per pickup truck load - including dump fees	1.00 EA	189.37	0.00	0.00	18.94	208.31
Totals: General				0.00	18.94	208.31

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Finish carpentry labor minimum	1.00 EA	0.00	242.07	0.00	24.21	266.28
Totals: Labor Minimums Applied				0.00	24.21	266.28
Line Item Totals: DAVID-CAGLEHOUSE				**0.00**	**492.74**	**5,419.75**

Grand Total Areas:

1,768.00	SF Walls	758.44	SF Ceiling	2,526.44	SF Walls and Ceiling
758.44	SF Floor	84.27	SY Flooring	221.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	221.00	LF Ceil. Perimeter
758.44	Floor Area	833.88	Total Area	1,768.00	Interior Wall Area
2,085.00	Exterior Wall Area	231.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Summary for Dwelling

Line Item Total	4,927.01
Profit	492.74
Replacement Cost Value	**$5,419.75**
Net Claim	**$5,419.75**

Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Recap of Taxes and Profit

	Profit (10%)
Line Items	492.74
Total	**492.74**

Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Recap by Room

Estimate: DAVID-CAGLEHOUSE

Area: Main Level	**226.96**	**4.61%**
Dining Room	**158.14**	**3.21%**
Bedroom	**1,285.71**	**26.10%**
Bathroom	**1,827.37**	**37.09%**
Upstairs Bedroom	**997.39**	**20.24%**
Area Subtotal: Main Level	**4,495.57**	**91.24%**
General	**189.37**	**3.84%**
Labor Minimums Applied	**242.07**	**4.91%**
Subtotal of Areas	**4,927.01**	**100.00%**
Total	**4,927.01**	**100.00%**

Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	**189.37**	**3.49%**
DRYWALL	**520.76**	**9.61%**
FINISH CARPENTRY / TRIMWORK	**304.93**	**5.63%**
HEAT, VENT & AIR CONDITIONING	**226.96**	**4.19%**
PAINTING	**3,684.99**	**67.99%**
O&P Items Subtotal	**4,927.01**	**90.91%**
Profit	**492.74**	**9.09%**
Total	**5,419.75**	**100.00%**

Parker Young Construction, LLC.

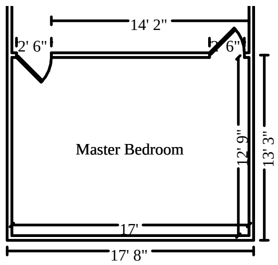
Client:	CITY OF HOLLY SPRINGS - DAVID CAGLE HOUSE	Cellular:	(770) 721-7502
Property:			
	Holly Springs , GA 30115		
Operator:	MLETCHAS		
Estimator:	Matt Letchas	Business:	(770) 855-1930
Position:	Estimator	E-mail:	mletchas@parkeryoung.com
Business:	6815 Crescent Drive		
	Norcross, GA 30071		

Type of Estimate:	Other		
Date Entered:	4/1/2025	Date Assigned:	

Price List:	GAAT8X_MAR25
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	HOLLY_SPRINGS_CAGLE

HOLLY_SPRINGS_CAGLE

Cagle House

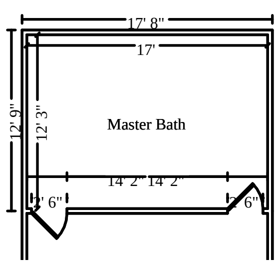


Master Bedroom — Height: 8'

476.00	SF Walls	216.75	SF Ceiling
692.75	SF Walls & Ceiling	216.75	SF Floor
24.08	SY Flooring	59.50	LF Floor Perimeter
59.50	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into MASTER_BATH**
Door	**2' 6" X 6' 8"**	**Opens into MASTER_BATH**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - self-adhesive plastic film	216.75 SF	0.00	0.92	1.82	40.24	241.47
Baseboard - 4 1/4"	10.00 LF	0.00	5.90	1.69	12.14	72.83
Texture drywall - smooth / skim coat	119.00 SF	0.00	1.86	0.93	44.44	266.71
Seal the walls and ceiling w/PVA primer - one coat	692.75 SF	0.00	0.88	2.49	122.42	734.53
Paint the walls and ceiling - two coats	692.75 SF	0.00	1.44	12.47	202.02	1,212.05
Paint baseboard - two coats	59.50 LF	0.00	2.22	0.64	26.54	159.27
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.56	0.74	19.16	115.02
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	55.96	1.20	22.62	135.74
Final cleaning - construction - Residential	216.75 SF	0.00	0.38	0.00	16.48	98.85
Totals: Master Bedroom				21.98	506.06	3,036.47



Master Bath — Height: 8'

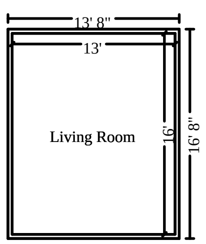
468.00	SF Walls	208.25	SF Ceiling
676.25	SF Walls & Ceiling	208.25	SF Floor
23.14	SY Flooring	58.50	LF Floor Perimeter
58.50	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into MASTER_BEDRO**
Door	**2' 6" X 6' 8"**	**Opens into MASTER_BEDRO**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.74	0.27	20.80	124.81

CONTINUED - Master Bath

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Texture drywall - smooth / skim coat	117.00 SF	0.00	1.86	0.91	43.70	262.23
Caulking - silicone	32.00 LF	0.00	3.97	0.63	25.52	153.19
Seal the walls and ceiling w/PVA primer - one coat	676.25 SF	0.00	0.88	2.43	119.50	717.03
Paint the walls and ceiling - two coats	676.25 SF	0.00	1.44	12.17	197.20	1,183.17
Paint baseboard - two coats	58.50 LF	0.00	2.22	0.63	26.10	156.60
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.56	0.74	19.16	115.02
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	55.96	1.20	22.62	135.74
Final cleaning - construction - Residential	208.25 SF	0.00	0.38	0.00	15.82	94.96
Totals: Master Bath				18.98	490.42	2,942.75

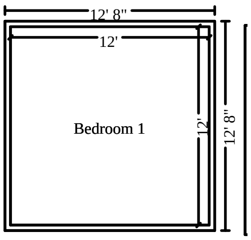


Living Room — Height: 8'

464.00	SF Walls	208.00	SF Ceiling
672.00	SF Walls & Ceiling	208.00	SF Floor
23.11	SY Flooring	58.00	LF Floor Perimeter
58.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.74	0.27	20.80	124.81
Baseboard - 4 1/4"	10.00 LF	0.00	5.90	1.69	12.14	72.83
Texture drywall - smooth / skim coat	116.00 SF	0.00	1.86	0.90	43.34	260.00
Seal the walls w/PVA primer - one coat	464.00 SF	0.00	0.88	1.67	82.00	491.99
Paint the walls - two coats	464.00 SF	0.00	1.44	8.35	135.32	811.83
Paint baseboard - two coats	58.00 LF	0.00	2.22	0.63	25.88	155.27
Final cleaning - construction - Residential	208.00 SF	0.00	0.38	0.00	15.80	94.84
Handrail Repair						
R&R Newel post - turned	1.00 EA	57.14	271.01	4.28	66.48	398.91
Finish Carpenter - per hour	2.00 HR	0.00	112.28	0.00	44.92	269.48
Totals: Living Room				17.79	446.68	2,679.96
Total: Cagle House				**58.75**	**1,443.16**	**8,659.18**

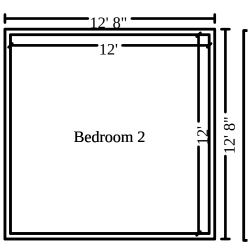
Upstairs



Bedroom 1 **Height: 8'**

384.00	SF Walls	144.00	SF Ceiling
528.00	SF Walls & Ceiling	144.00	SF Floor
16.00	SY Flooring	48.00	LF Floor Perimeter
48.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - self-adhesive plastic film	144.00 SF	0.00	0.92	1.21	26.74	160.43
Heat/AC register - Mechanically attached	1.00 EA	0.00	28.43	0.74	5.82	34.99
Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.74	0.27	20.80	124.81
Texture drywall - smooth / skim coat	96.00 SF	0.00	1.86	0.75	35.88	215.19
Seal the walls and ceiling w/PVA primer - one coat	528.00 SF	0.00	0.88	1.90	93.30	559.84
Paint the walls and ceiling - two coats	528.00 SF	0.00	1.44	9.50	153.96	923.78
Paint baseboard - two coats	48.00 LF	0.00	2.22	0.52	21.42	128.50
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.56	0.74	19.16	115.02
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	55.96	1.20	22.62	135.74
Final cleaning - construction - Residential	144.00 SF	0.00	0.38	0.00	10.94	65.66
Totals: Bedroom 1				16.83	410.64	2,463.96



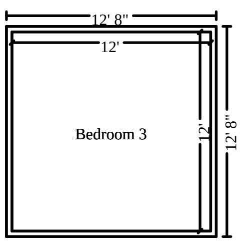
Bedroom 2 **Height: 8'**

384.00	SF Walls	144.00	SF Ceiling
528.00	SF Walls & Ceiling	144.00	SF Floor
16.00	SY Flooring	48.00	LF Floor Perimeter
48.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - self-adhesive plastic film	144.00 SF	0.00	0.92	1.21	26.74	160.43
Heat/AC register - Mechanically attached	1.00 EA	0.00	28.43	0.74	5.82	34.99
Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.74	0.27	20.80	124.81

CONTINUED - Bedroom 2

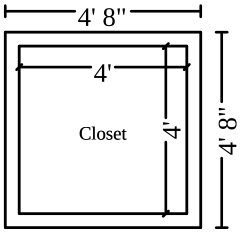
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Texture drywall - smooth / skim coat	96.00 SF	0.00	1.86	0.75	35.88	215.19
Seal the walls and ceiling w/PVA primer - one coat	528.00 SF	0.00	0.88	1.90	93.30	559.84
Paint the walls and ceiling - two coats	528.00 SF	0.00	1.44	9.50	153.96	923.78
Paint baseboard - two coats	48.00 LF	0.00	2.22	0.52	21.42	128.50
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.56	0.74	19.16	115.02
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	55.96	1.20	22.62	135.74
Final cleaning - construction - Residential	144.00 SF	0.00	0.38	0.00	10.94	65.66
Totals: Bedroom 2				16.83	410.64	2,463.96



Bedroom 3 **Height: 8'**

384.00	SF Walls	144.00	SF Ceiling
528.00	SF Walls & Ceiling	144.00	SF Floor
16.00	SY Flooring	48.00	LF Floor Perimeter
48.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - self-adhesive plastic film	144.00 SF	0.00	0.92	1.21	26.74	160.43
Heat/AC register - Mechanically attached	1.00 EA	0.00	28.43	0.74	5.82	34.99
Drywall patch / small repair, ready for paint	1.00 EA	0.00	103.74	0.27	20.80	124.81
Texture drywall - smooth / skim coat	96.00 SF	0.00	1.86	0.75	35.88	215.19
Seal the walls and ceiling w/PVA primer - one coat	528.00 SF	0.00	0.88	1.90	93.30	559.84
Paint the walls and ceiling - two coats	528.00 SF	0.00	1.44	9.50	153.96	923.78
Paint baseboard - two coats	48.00 LF	0.00	2.22	0.52	21.42	128.50
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.56	0.74	19.16	115.02
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	55.96	1.20	22.62	135.74
Final cleaning - construction - Residential	144.00 SF	0.00	0.38	0.00	10.94	65.66
Totals: Bedroom 3				16.83	410.64	2,463.96



Closet **Height: 8'**

128.00	SF Walls	16.00	SF Ceiling
144.00	SF Walls & Ceiling	16.00	SF Floor
1.78	SY Flooring	16.00	LF Floor Perimeter
16.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - self-adhesive plastic film	16.00 SF	0.00	0.92	0.13	2.96	17.81
Trim board - 1" x 6" - installed (pine)	4.00 LF	0.00	6.62	0.86	5.48	32.82
Carpenter - General Framer - per hour	4.00 HR	0.00	112.53	0.00	90.02	540.14
2" x 4" x 10' #2 & better Fir / Larch (material only)	5.00 EA	0.00	5.15	1.55	5.48	32.78
1/2" drywall - hung, taped, floated, ready for paint	32.00 SF	0.00	6.25	2.82	40.56	243.38
Seal more than the walls and ceiling w/latex based stain blocker - one coat	208.00 SF	0.00	0.91	1.00	38.06	228.34
Paint more than the walls and ceiling - two coats	208.00 SF	0.00	1.44	3.74	60.64	363.90
Baseboard - 4 1/4"	8.00 LF	0.00	5.90	1.35	9.72	58.27
Paint baseboard - two coats	16.00 LF	0.00	2.22	0.17	7.14	42.83
Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	47.56	0.37	9.60	57.53
Final cleaning - construction - Residential	16.00 SF	0.00	0.38	0.00	1.22	7.30
Totals: Closet				11.99	270.88	1,625.10
Total: Upstairs				**62.48**	**1,502.80**	**9,016.98**

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	725.00	0.00	0.00	145.00	870.00
Commercial Supervision / Project Management - per hour	16.00 HR	0.00	84.45	0.00	0.00	1,351.20
Totals: General				0.00	145.00	2,221.20

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL

CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Heat, vent, & air cond. labor minimum	1.00 EA	0.00	254.53	0.00	50.90	305.43
Totals: Labor Minimums Applied				0.00	50.90	305.43
Line Item Totals: HOLLY_SPRINGS_CAGLE				**121.23**	**3,141.86**	**20,202.79**

Grand Total Areas:

2,688.00	SF Walls	1,081.00	SF Ceiling	3,769.00	SF Walls and Ceiling
1,081.00	SF Floor	120.11	SY Flooring	336.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	336.00	LF Ceil. Perimeter
1,081.00	Floor Area	1,190.22	Total Area	2,688.00	Interior Wall Area
2,868.00	Exterior Wall Area	318.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Summary

Line Item Total	16,939.70
Material Sales Tax	121.23
Subtotal	17,060.93
Overhead	1,570.93
Profit	1,570.93
Replacement Cost Value	**$20,202.79**
Net Claim	**$20,202.79**

Matt Letchas

Matt Letchas
Estimator

Recap by Room

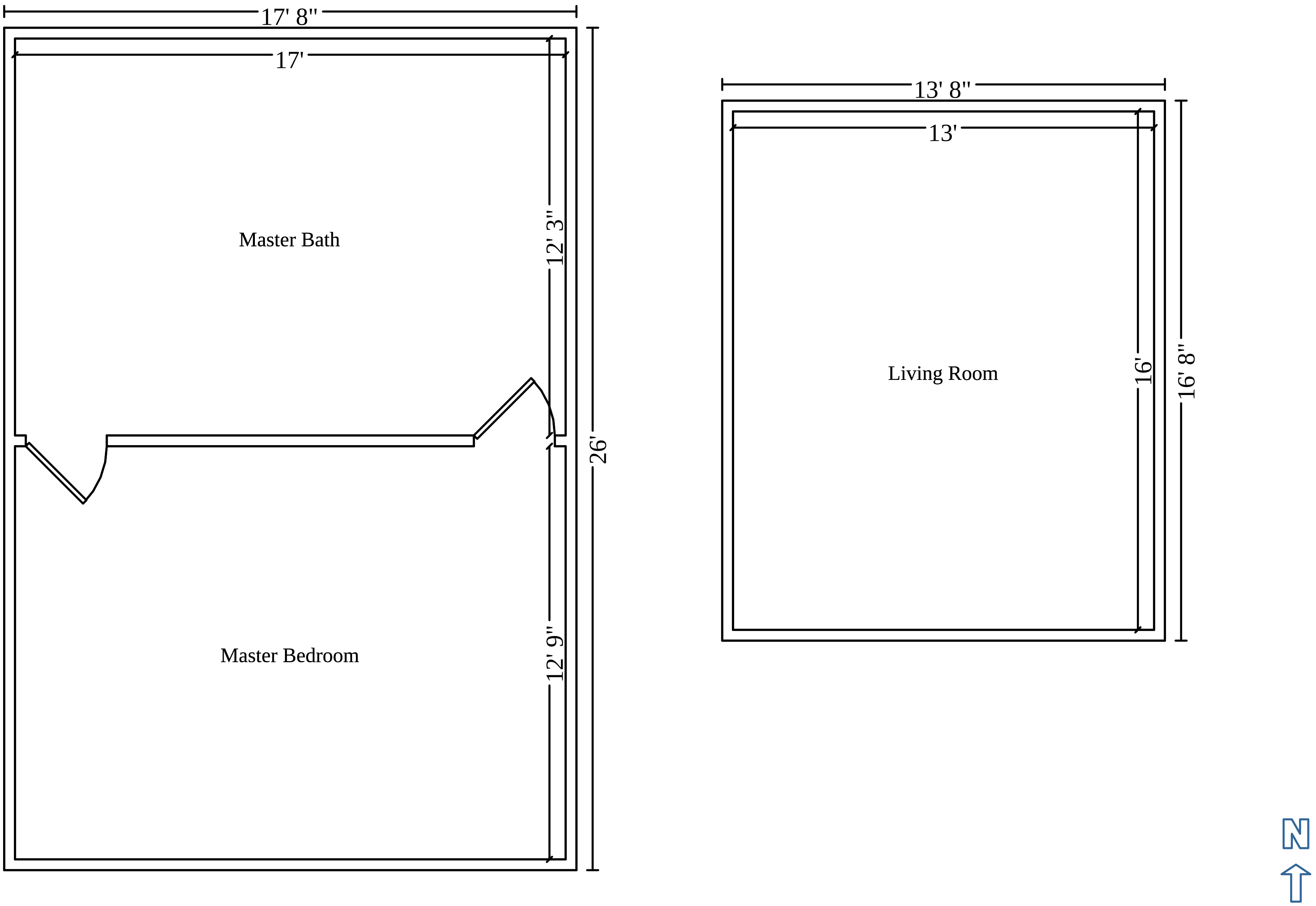
Estimate: HOLLY_SPRINGS_CAGLE

Area: Cagle House		
Master Bedroom	2,508.43	14.81%
Master Bath	2,433.35	14.36%
Living Room	2,215.49	13.08%
Area Subtotal: Cagle House	7,157.27	42.25%
Area: Upstairs		
Bedroom 1	2,036.49	12.02%
Bedroom 2	2,036.49	12.02%
Bedroom 3	2,036.49	12.02%
Closet	1,342.23	7.92%
Area Subtotal: Upstairs	7,451.70	43.99%
General	2,076.20	12.26%
Labor Minimums Applied	254.53	1.50%
Subtotal of Areas	16,939.70	100.00%
Total	16,939.70	100.00%

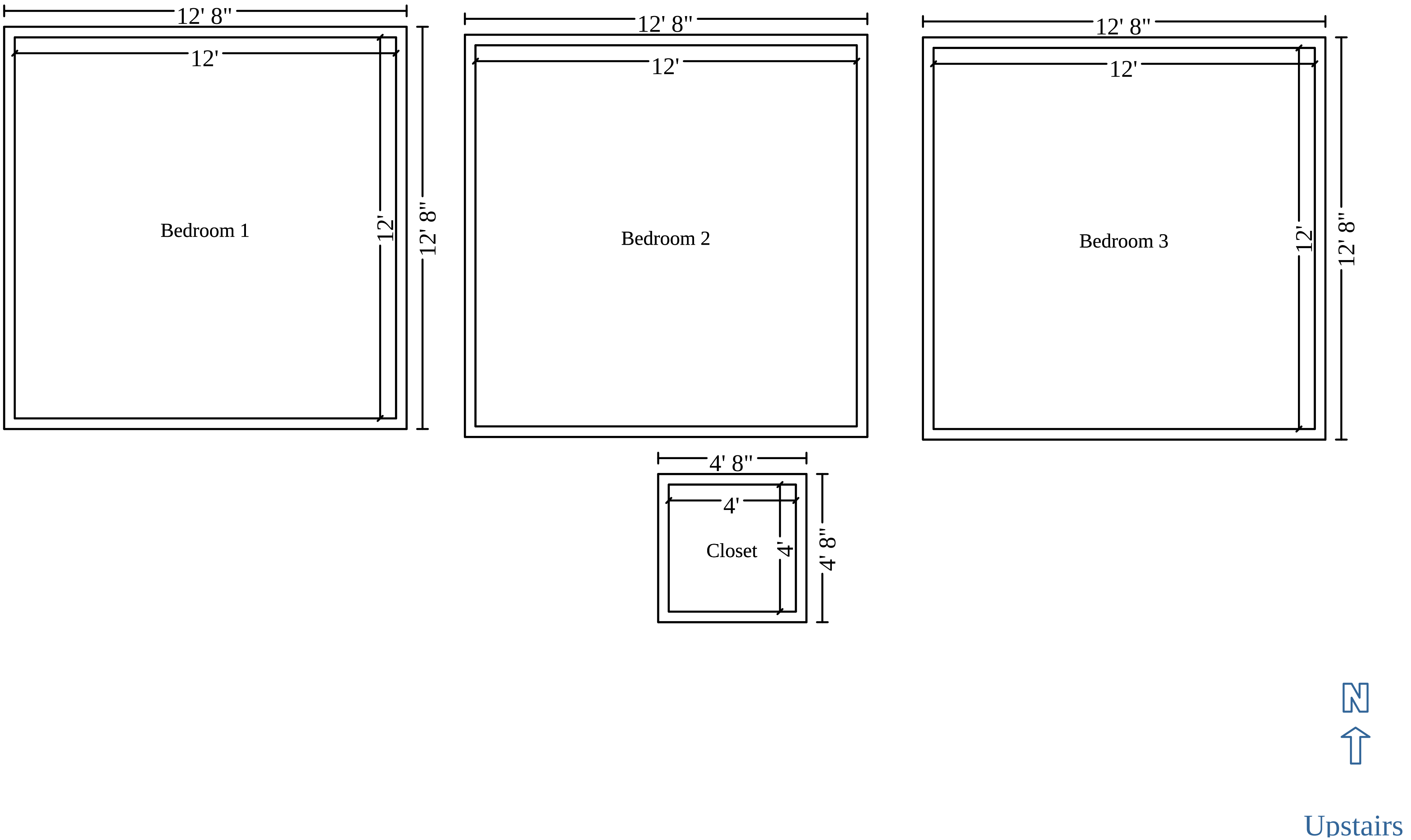
Recap by Category

O&P Items	Total	%
CLEANING	410.79	2.03%
GENERAL DEMOLITION	782.14	3.87%
DRYWALL	1,909.10	9.45%
FINISH CARPENTRY / TRIMWORK	687.25	3.40%
FRAMING & ROUGH CARPENTRY	475.87	2.36%
HEAT, VENT & AIR CONDITIONING	339.82	1.68%
MOISTURE PROTECTION	127.04	0.63%
PAINTING	10,856.49	53.74%
O&P Items Subtotal	15,588.50	77.16%

Non-O&P Items	Total	%
LABOR ONLY	1,351.20	6.69%
Non-O&P Items Subtotal	1,351.20	6.69%
O&P Items Subtotal	15,588.50	77.16%
Material Sales Tax	121.23	0.60%
Overhead	1,570.93	7.78%
Profit	1,570.93	7.78%
Total	20,202.79	100.00%


17' 8"
17'
Master Bath
12' 3"
26'
Master Bedroom
12' 9"
13' 8"
13'
Living Room
16'
16' 8"
N

Cagle House


12' 8"
12'
Bedroom 1
12'
12' 8"
12' 8"
12'
Bedroom 2
12' 8"
12'
Bedroom 3
12'
12' 8"
4' 8"
4'
Closet
4'
4' 8"
N
Upstairs

ITEM REPORT

AGENDA ITEM NUMBER: VIII.Q.

FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: April 21, 2025

AGENDA ITEM: Proposal dated March 10, 2025, from Advanced Systems, Inc., for performing miscellaneous repair work at the Holly Springs Public Safety building located at 3235 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed $11,260.00.

EXECUTIVE SUMMARY:

To approve the proposal from Advanced Systems, Inc. in an amount not to exceed $11,260.00, for repairs to the Holly Springs Public Safety building. Repairs include tile work to stop the showers in both locker rooms from leaking into the basement file storage area. Sheetrock replacement, plumbing rework, and painting.

Three proposals were obtained, and Advanced Systems was the lowest one.

Advanced Systems, Inc. - $11,260.00
SE Restoration - $30,854.88
Parker Young - $36,243.75

FISCAL IMPACT:

$11,260.00 from General Fund.

ATTACHMENTS:

1. Advanced Systems, Inc. - Holly Spring Public Safety Repairs Proposal
2. SE Restoration - - Holly Spring Public Safety Repairs Proposal
3. Parker Young - - Holly Spring Public Safety Repairs Proposal

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration

6627 Commerce Pkwy
Woodstock, GA 30189
770-591-4655 (O)
70-591-4677 (F)

March 10th, 2025

Attn: Ron Carter

Proposal for: Holly Springs Municipality (3237 Holly Springs Pkwy, Holly Springs, GA 30115)

Work Location: Holly Springs Public Safety Building, 3235 Holly Springs Pkwy. Holly Springs, GA 30115

RE: Proposal for police station repairs.

The following proposal is based on the site visit made by Advanced Systems. We propose to furnish all labor and materials.

Labor & Materials:

1.) To include removing the toilet from the front office. The plumbing access panel is in the captains room,will need access to shutoff and disconnect.
2.) To include installing 2"x2" square tile, tile to match existing as best as possible.
3.) To include a drywall patch and paint where the toilet was located.
4.) To include demo of tile shower floors in the men's and women locker room.
5.) We will be removing all the flooring tile from within the men/ women's showers and will also include removing (3) rows of the 4x4 square wall tiles so we can install a new water membrane.
6.) We will also be installing a shower curb, flush with the shower walls.
7.) To include replacing a couple sheets of busted floor tile in the bathroom with new.
8.) Wall tile will be replaced with similar 4x4 white tile and 4x6 base tile with Schluter lip.
9.) To include installing glass seamless shower door.
10.) Minor drywall patch and paint in both men's and women's restroom. Wall color to be supplied by the property prior to ordering.
11.) In the lower level storage room we will be cutting out the stained drywall and replacing with new. Ceilings to be patch painted as this area is not high traffic and does not require a full ceiling paint.
12.) Wall and flooring tile will be sent over for approvals prior to mobilization.
13.) The job is estimated to take 3-4 days to get completed. Showers could pose a problem if there is any unforeseen damages under the floor.

Bid Total: $11,260

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Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Insured: Holly Spring Police Department
Property: 3235 Holl Springs PKWY
Canton, GA 30115

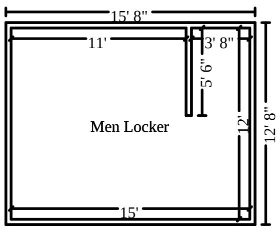
Claim Number: N/A **Policy Number:** **Type of Loss:**

Date of Loss: Date Received:
Date Inspected: Date Entered: 4/3/2024 8:11 AM

Price List: GAAT8X_JAN25
Restoration/Service/Remodel
Estimate: HOLLYSPRINGSPD

HOLLYSPRINGSPD

Main Level



Men Locker — **Height: 8'**

520.00	SF Walls	178.11	SF Ceiling
698.11	SF Walls & Ceiling	178.11	SF Floor
19.79	SY Flooring	65.00	LF Floor Perimeter
65.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Shower pan - Large	1.00 EA		0.00	280.86	0.00	56.18	337.04
2. Shower pan - drain only	1.00 EA		0.00	84.33	0.00	16.86	101.19
3. Detach & Reset Shower faucet	1.00 EA	105.78	0.00	0.00	0.00	21.16	126.94
4. Gas/water line cap/plug - per cap	1.00 EA		0.00	19.65	0.00	3.94	23.59
5. Mirrors & Shower Doors (Bid Item)	1.00 EA		0.00	2,169.12	0.00	433.82	2,602.94
6. R&R Ceramic/porcelain tile	140.00 SF		2.66	17.64	0.00	568.40	3,410.40
7. Ceramic tile - bullnose - 3/4" x 6"	28.00 LF		0.00	11.01	0.00	61.66	369.94
8. Add-on for tile backsplash installation	90.00 SF		0.00	20.45	0.00	368.10	2,208.60
9. Tile framed shower curb - per LF	4.00 LF		0.00	127.14	0.00	101.72	610.28
10. Seal grout on tile wall	90.00 SF		0.00	1.99	0.00	35.82	214.92
11. Tile/stone sealer	50.00 SF		0.00	1.22	0.00	12.20	73.20
12. Waterproof membrane - tile underlayment	140.00 SF		0.00	8.71	0.00	243.88	1,463.28
13. Threshold - natural marble	3.00 LF		0.00	79.21	0.00	47.52	285.15
14. R&R 1/2" Cement board	192.00 SF		1.10	5.94	0.00	270.34	1,622.02
15. Plumber - per hour	2.00 HR		0.00	152.06	0.00	60.82	364.94
Note: Additional labor for a plumber to repair shower drain to ensure proper drain assembly.							
16. Handicap grab bar - Detach & reset	1.00 EA		0.00	38.01	0.00	7.60	45.61
17. Remove Shower bench	1.00 EA		24.40	0.00	0.00	4.88	29.28
18. Install Shower bench	1.00 EA		0.00	126.70	0.00	25.34	152.04
Totals: Men Locker					0.00	2,340.24	14,041.36

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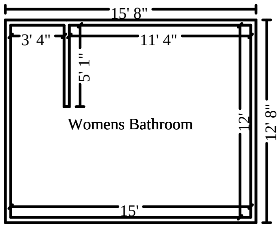
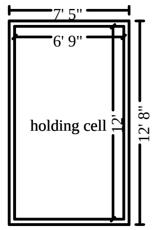


Womens Bathroom — Height: 8'

513.33	SF Walls	178.25	SF Ceiling
691.58	SF Walls & Ceiling	178.25	SF Floor
19.81	SY Flooring	64.17	LF Floor Perimeter
64.17	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Shower pan - drain only	1.00 EA		0.00	84.33	0.00	16.86	101.19
20. Shower pan - Large	1.00 EA		0.00	280.86	0.00	56.18	337.04
21. Detach & Reset Shower faucet	1.00 EA	105.78	0.00	0.00	0.00	21.16	126.94
22. Mirrors & Shower Doors (Bid Item)	1.00 EA		0.00	2,169.12	0.00	433.82	2,602.94
23. R&R Ceramic/porcelain tile	140.00 SF		2.66	17.64	0.00	568.40	3,410.40
24. Ceramic tile - bullnose - 3/4" x 6"	28.00 LF		0.00	11.01	0.00	61.66	369.94
25. Add-on for tile backsplash installation	90.00 SF		0.00	20.45	0.00	368.10	2,208.60
26. Tile framed shower curb - per LF	4.00 LF		0.00	127.14	0.00	101.72	610.28
27. Seal grout on tile wall	90.00 SF		0.00	1.99	0.00	35.82	214.92
28. Tile/stone sealer	50.00 SF		0.00	1.22	0.00	12.20	73.20
29. Waterproof membrane - tile underlayment	140.00 SF		0.00	8.71	0.00	243.88	1,463.28
30. Threshold - natural marble	3.00 LF		0.00	79.21	0.00	47.52	285.15
31. R&R 1/2" Cement board	192.00 SF		1.10	5.94	0.00	270.34	1,622.02
32. Plumber - per hour	2.00 HR		0.00	152.06	0.00	60.82	364.94
Note: Additional labor for a plumber to repair shower drain to ensure proper drain assembly.							
33. Handicap grab bar - Detach & reset	1.00 EA		0.00	38.01	0.00	7.60	45.61
34. Remove Shower bench	1.00 EA		24.40	0.00	0.00	4.88	29.28
35. Install Shower bench	1.00 EA		0.00	126.70	0.00	25.34	152.04
Totals: Womens Bathroom					0.00	2,336.30	14,017.77



holding cell **Height: 8'**

300.00	SF Walls	81.00	SF Ceiling
381.00	SF Walls & Ceiling	81.00	SF Floor
9.00	SY Flooring	37.50	LF Floor Perimeter
37.50	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
36. 1/2" drywall - hung, taped, floated, ready for paint	32.00 SF		0.00	3.24	0.00	20.74	124.42
37. PAINTING	24.00 EA		0.00	0.00	0.00	0.00	0.00
38. Seal the surface area w/PVA primer - one coat	32.00 SF		0.00	0.88	0.00	5.64	33.80
39. Paint the ceiling - one coat	81.00 SF		0.00	0.98	0.00	15.88	95.26
40. Plumber - per hour	6.00 HR		0.00	152.06	0.00	182.48	1,094.84
Note: Additional cost to remove metal toilet and cap off all plumbing.							
41. Miscellaneous Concrete - Labor Minimum	1.00 EA		0.00	346.42	0.00	69.28	415.70
42. Paint concrete the surface area	16.00 SF		0.00	1.41	0.00	4.52	27.08
Note: Additional cost to paint new concrete where toilet was removed from.							
Totals: holding cell					0.00	298.54	1,791.10
Total: Main Level					**0.00**	**4,975.08**	**29,850.23**

General

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
43. Haul debris - per pickup truck load - including dump fees	1.00 EA		189.37	0.00	0.00	37.88	227.25
Totals: General					0.00	37.88	227.25

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
44. Painting labor minimum	1.00 EA		0.00	206.44	0.00	41.28	247.72
45. Drywall labor minimum	1.00 EA		0.00	441.40	0.00	88.28	529.68
Totals: Labor Minimums Applied					0.00	129.56	777.40

Line Item Totals: HOLLYSPRINGSPD	**0.00**	**5,142.52**	**30,854.88**

Grand Total Areas:

1,333.33	SF Walls	437.36	SF Ceiling	1,770.69	SF Walls and Ceiling
437.36	SF Floor	48.60	SY Flooring	166.67	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	166.67	LF Ceil. Perimeter
437.36	Floor Area	490.83	Total Area	1,508.00	Interior Wall Area
1,381.50	Exterior Wall Area	153.50	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Southeast Restoration Group

120 Mountain Brook Drive
Canton, GA 30115
o 770.345.3500
www.southeastrestoration.com
TAX ID #11-3737678

Summary for Dwelling

Line Item Total	25,712.36
Overhead	2,571.26
Profit	2,571.26
Replacement Cost Value	**$30,854.88**
Net Claim	**$30,854.88**

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	2,571.26	2,571.26
Total	**2,571.26**	**2,571.26**

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TAX ID #11-3737678

Recap by Room

Estimate: HOLLYSPRINGSPD

Area: Main Level		
Men Locker	**11,701.12**	**45.51%**
Womens Bathroom	**11,681.47**	**45.43%**
holding cell	**1,492.56**	**5.80%**
Area Subtotal: Main Level	**24,875.15**	**96.74%**
General	**189.37**	**0.74%**
Labor Minimums Applied	**647.84**	**2.52%**
Subtotal of Areas	**25,712.36**	**100.00%**
Total	**25,712.36**	**100.00%**

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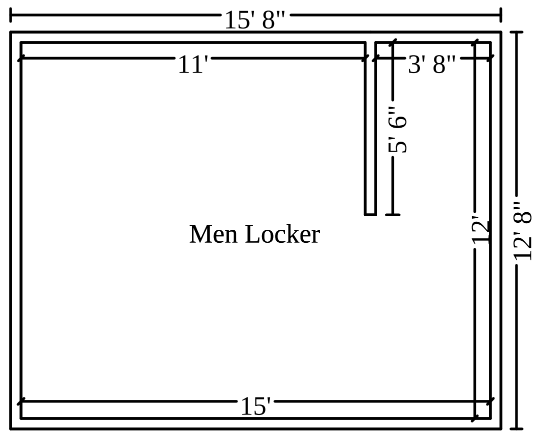
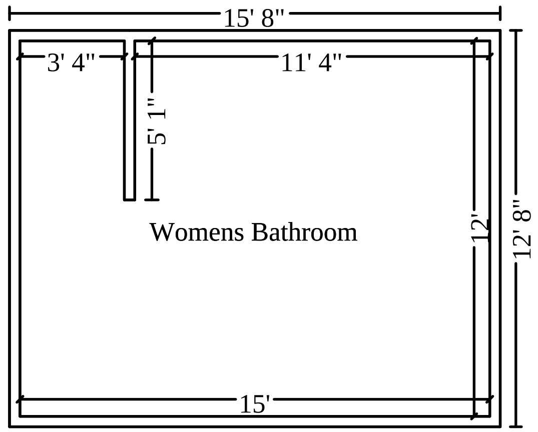
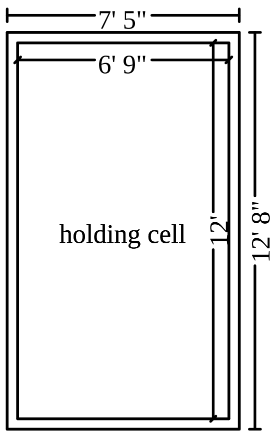
Recap by Category

O&P Items	Total	%
CONCRETE & ASPHALT	346.42	1.12%
GENERAL DEMOLITION	1,405.37	4.55%
DRYWALL	545.08	1.77%
FLOOR COVERING - CERAMIC TILE	2,280.96	7.39%
MARBLE - CULTURED OR NATURAL	475.26	1.54%
MIRRORS & SHOWER DOORS	4,338.24	14.06%
PLUMBING	2,482.19	8.04%
PAINTING	336.54	1.09%
TOILET & BATH ACCESSORIES	329.42	1.07%
TILE	13,172.88	42.69%
O&P Items Subtotal	25,712.36	83.33%
Overhead	2,571.26	8.33%
Profit	2,571.26	8.33%
Total	30,854.88	100.00%


15' 8"
11'
3' 8"
5' 6"
Men Locker
12'
12' 8"
15'


15' 8"
3' 4"
11' 4"
5' 1"
Womens Bathroom
12'
12' 8"
15'


7' 5"
6' 9"
holding cell
12'
12' 8"


N

Main Level

Parker Young Construction, LLC.

6815 Crescent Dr NW
Norcross, Ga. 30071
770-368-1000
Tax ID: 35-2602161
PSP-539502
GC: GCCO007721

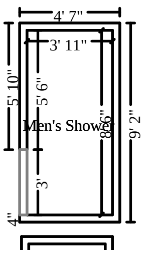
Client:	CITY OF HOLLY SPRINGS - POLICE DEPARTMENT	Business:	(770) 721-7502
Property:	2699 Hickory Road Holly Springs, GA 30115		
Operator:	MLETCHAS		
Estimator:	Matt Letchas		
Business:	6815 Crescent Drive NW Norcross, GA 30071		
Type of Estimate:	Miscellaneous		
Date Entered:	3/28/2025	Date Assigned:	
Price List:	GAAT8X_APR24		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	CITY_OF_HOLLY_SPRING		

Parker Young Construction, LLC.

6815 Crescent Dr NW
Norcross, Ga. 30071
770-368-1000
Tax ID: 35-2602161
PSP-539502
GC: GCCO007721

CITY_OF_HOLLY_SPRING

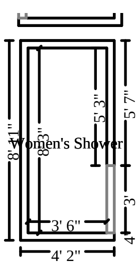
Police Department



Men's Shower				**Height: 9'**
	223.50	SF Walls	33.29	SF Ceiling
	256.79	SF Walls & Ceiling	33.29	SF Floor
	3.70	SY Flooring	24.83	LF Floor Perimeter
	24.83	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' X 6' 8"** **Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
-Men's Shower - Custom 3/8" clear glass door and inline panel frameless shower enclosure at 76" tall with a 28" door hinging on the right wall swinging in and out with an 8" tubular style pull handle all in brushed nickel finish color.						
R&R Tile shower - 198 SF	1.00 EA	550.00	5,523.00	66.27	1,227.86	7,367.13
Waterproof membrane - tile underlayment	198.00 SF	0.00	4.63	31.24	189.58	1,137.56
R&R Shower drain - for use with waterproof membrane	1.00 EA	16.81	205.91	8.74	46.28	277.74
R&R 1/2" Cement board	198.00 SF	1.06	6.37	22.57	298.76	1,792.47
Tile framed shower curb - per LF	3.00 LF	0.00	114.99	4.14	69.82	418.93
R&R Mortar bed for tile	33.29 SF	1.86	9.67	3.04	77.36	464.23
Custom shower door & partition - 1/2" glass - frameless	1.00 EA	0.00	2,295.79	3.38	459.84	2,759.01
R&R Shower faucet	1.00 EA	21.02	329.80	12.30	72.62	435.74
Totals: Men's Shower				151.68	2,442.12	14,652.81



Women's Shower				**Height: 9'**
	211.50	SF Walls	28.88	SF Ceiling
	240.38	SF Walls & Ceiling	28.88	SF Floor
	3.21	SY Flooring	23.50	LF Floor Perimeter
	23.50	LF Ceil. Perimeter		

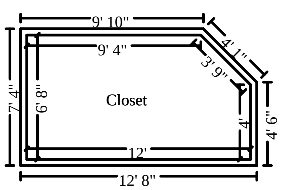
Missing Wall - Goes to Floor **3' X 6' 8"** **Opens into Exterior**

Parker Young Construction, LLC.

6815 Crescent Dr NW
Norcross, Ga. 30071
770-368-1000
Tax ID: 35-2602161
PSP-539502
GC: GCCO007721

CONTINUED - Women's Shower

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
-Women's Shower - Custom 3/8" clear glass door and inline panel frameless shower enclosure at 76" tall with a 28" door hinging on the left wall swinging in and out with an 8" tubular style pull handle all in brushed nickel finish color.						
R&R Tile shower - 198 SF	1.00 EA	550.00	5,387.00	66.27	1,200.66	7,203.93
Waterproof membrane - tile underlayment	184.00 SF	0.00	4.63	29.04	176.18	1,057.14
R&R Shower drain - for use with waterproof membrane	1.00 EA	16.81	205.91	8.74	46.28	277.74
R&R 1/2" Cement board	184.00 SF	1.06	6.37	20.98	277.62	1,665.72
Tile framed shower curb - per LF	3.00 LF	0.00	114.99	4.14	69.82	418.93
R&R Mortar bed for tile	28.88 SF	1.86	9.67	2.63	67.12	402.74
Custom shower door & partition - 1/2" glass - frameless	1.00 EA	0.00	2,233.19	3.38	447.32	2,683.89
R&R Shower faucet	1.00 EA	21.02	329.80	12.30	72.62	435.74
Totals: Women's Shower				147.48	2,357.62	14,145.83



Closet — **Height: 8'**

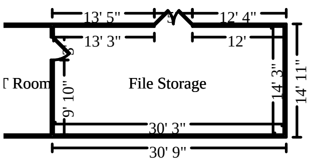
286.17 SF Walls	76.44 SF Ceiling
362.61 SF Walls & Ceiling	76.44 SF Floor
8.49 SY Flooring	35.77 LF Floor Perimeter
35.77 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Drywall Repair - Minimum Charge - Labor and Material	1.00 EA	0.00	529.59	1.40	106.20	637.19
Seal the ceiling w/PVA primer - one coat	76.44 SF	0.00	0.87	0.28	13.36	80.14
Plumber - per hour	6.00 HR	0.00	134.55	0.00	161.46	968.76
R&R Block - 8" x 8" x 16" - in place - reinforced	16.00 SF	3.39	11.84	5.12	49.74	298.54
Mason - Brick / Stone - per hour	4.00 HR	0.00	73.41	0.00	58.72	352.36
Spot seal w/oil based/hybrid stain blocker	1.00 EA	0.00	38.10	0.17	7.66	45.93
Paint the walls and ceiling - two coats	362.61 SF	0.00	1.41	6.53	103.56	621.37

CONTINUED - Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Closet				13.50	500.70	3,004.29
Total: Police Department				**312.66**	**5,300.44**	**31,802.93**

Basement



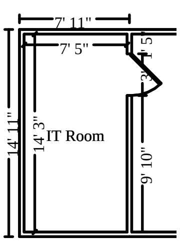
File Storage — Height: 8'

678.67	SF Walls	431.06	SF Ceiling
1,109.73	SF Walls & Ceiling	431.06	SF Floor
47.90	SY Flooring	84.00	LF Floor Perimeter
89.00	LF Ceil. Perimeter		

Door **3' X 6' 8"** **Opens into IT_ROOM**

Door **5' X 6' 8"** **Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Drywall Repair - Minimum Charge - Labor and Material	1.00 EA	0.00	529.59	1.40	106.20	637.19
Spot seal w/oil based/hybrid stain blocker	1.00 EA	0.00	38.10	0.17	7.66	45.93
Paint the ceiling - two coats	431.06 SF	0.00	1.41	7.76	123.12	738.67
Totals: File Storage				9.33	236.98	1,421.79



IT Room — Height: 8'

346.67	SF Walls	105.69	SF Ceiling
452.35	SF Walls & Ceiling	105.69	SF Floor
11.74	SY Flooring	43.33	LF Floor Perimeter
43.33	LF Ceil. Perimeter		

Door **3' X 6' 8"** **Opens into FILE_STORAGE**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Drywall patch / small repair, ready for paint	1.00 EA	0.00	100.74	0.26	20.20	121.20

CONTINUED - IT Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Seal the ceiling w/PVA primer - one coat	105.69 SF	0.00	0.87	0.38	18.48	110.81
Paint the ceiling - two coats	105.69 SF	0.00	1.41	1.90	30.18	181.10
Totals: IT Room				2.54	68.86	413.11
Total: Basement				**11.87**	**305.84**	**1,834.90**

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	490.00	0.00	0.00	98.00	588.00
Commercial Supervision / Project Management - per hour	20.00 HR	0.00	84.08	0.00	336.32	2,017.92
Totals: General				0.00	434.32	2,605.92
Line Item Totals: CITY_OF_HOLLY_SPRING				**324.53**	**6,040.60**	**36,243.75**

Grand Total Areas:

1,746.50	SF Walls	675.36	SF Ceiling	2,421.86	SF Walls and Ceiling
675.36	SF Floor	75.04	SY Flooring	211.44	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	216.44	LF Ceil. Perimeter
675.36	Floor Area	744.74	Total Area	1,746.50	Interior Wall Area
1,812.75	Exterior Wall Area	199.16	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Parker Young Construction, LLC.

6815 Crescent Dr NW
Norcross, Ga. 30071
770-368-1000
Tax ID: 35-2602161
PSP-539502
GC: GCCO007721

Recap by Room

Estimate: CITY_OF_HOLLY_SPRING

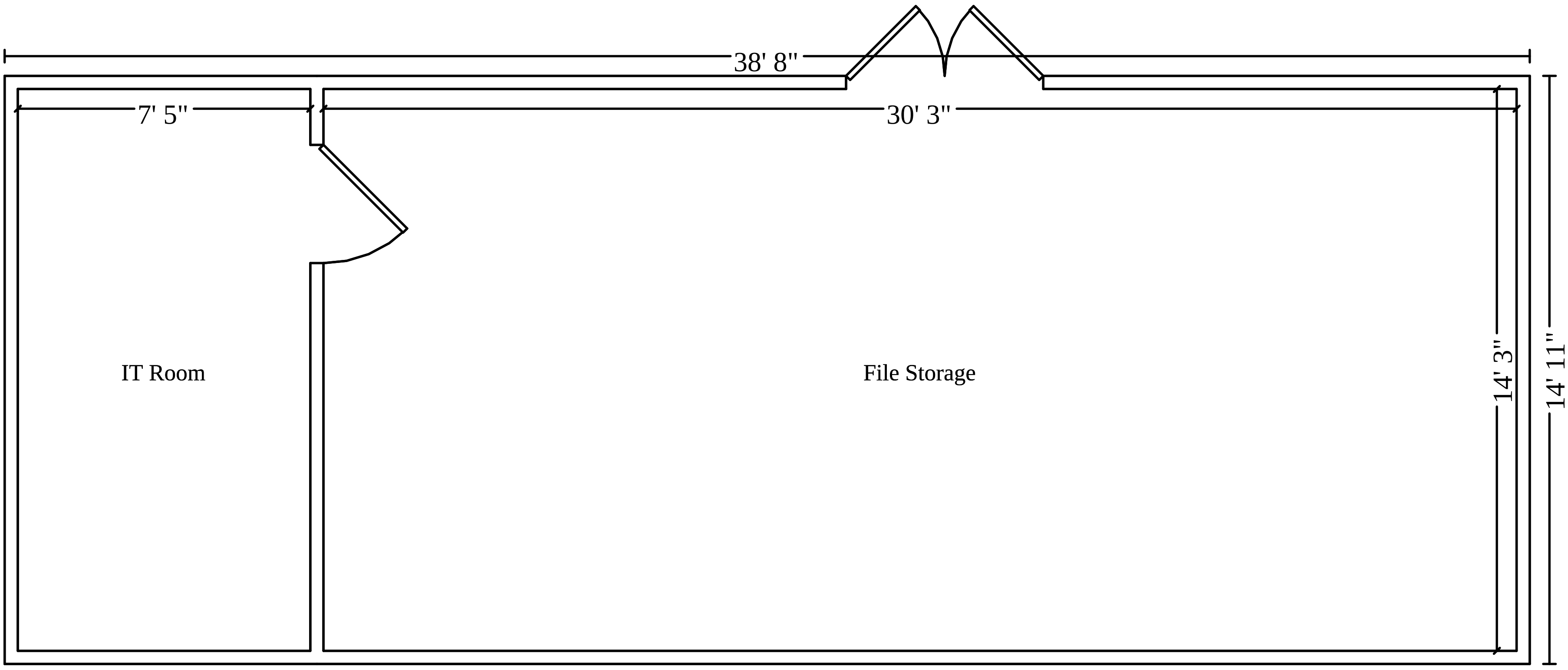
Area: Police Department		
Men's Shower	**12,059.01**	**40.36%**
Women's Shower	**11,640.73**	**38.96%**
Closet	**2,490.09**	**8.33%**
Area Subtotal: Police Department	**26,189.83**	**87.65%**
Area: Basement		
File Storage	**1,175.48**	**3.93%**
IT Room	**341.71**	**1.14%**
Area Subtotal: Basement	**1,517.19**	**5.08%**
General	**2,171.60**	**7.27%**
Subtotal of Areas	**29,878.62**	**100.00%**
Total	**29,878.62**	**100.00%**

Parker Young Construction, LLC.

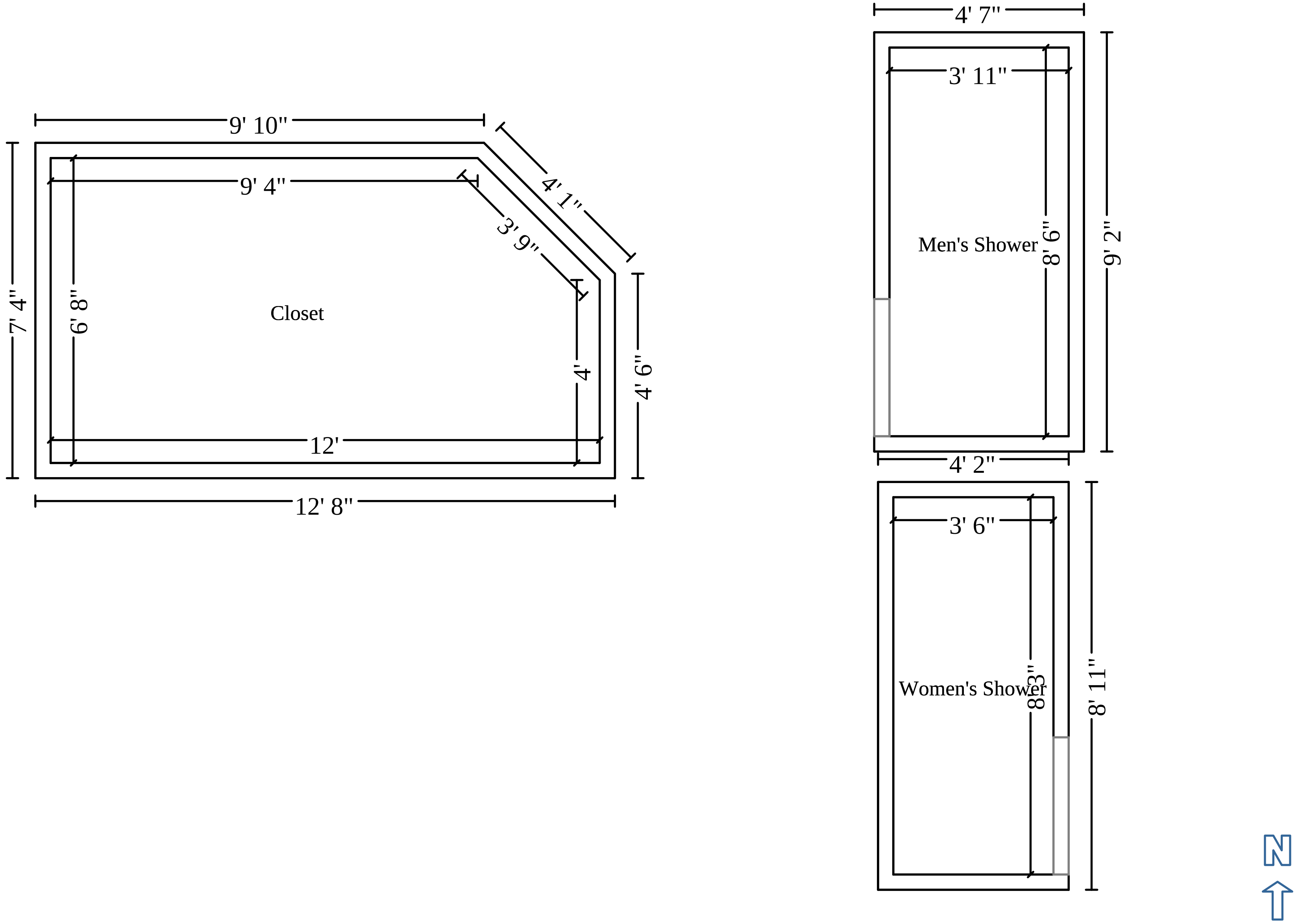
6815 Crescent Dr NW
Norcross, Ga. 30071
770-368-1000
Tax ID: 35-2602161
PSP-539502
GC: GCCO007721

Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	2,240.46	6.18%
DRYWALL	1,159.92	3.20%
LABOR ONLY	1,681.60	4.64%
MASONRY	483.08	1.33%
MIRRORS & SHOWER DOORS	4,528.98	12.50%
PLUMBING	1,466.90	4.05%
PAINTING	1,502.74	4.15%
TILE	16,814.94	46.39%
O&P Items Subtotal	29,878.62	82.44%
Material Sales Tax	324.53	0.90%
Overhead	3,020.30	8.33%
Profit	3,020.30	8.33%
Total	36,243.75	100.00%



Basement



Police Department