City of Holly Springs

Date: Monday, December 20, 2021

Location: 3235 Holly Springs Parkway

City Council Work Session
Agenda
6:30 p.m.

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. NEW BUSINESS

A. Discuss a resolution appointing Mayor Pro Tem and Standing Committees of the City Council
Presented By: Mayor Steven W. Miller

B. Discuss an Intergovernmental Agreement for Issuance of Blasting Permits between the City of Woodstock, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

C. Discuss a request from the Office of the District Attorney, Blue Ridge Judicial Circuit, to donate a 2012 Dodge Charger
Presented By: Robert H. Logan, City Manager

D. Discuss an Agreement for Sale and Purchase of Lots between the Holly Springs Downtown Development Authority and Stonecrest Homes GA, LLC, consented to by the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

E. Discuss a Professional Services Agreement between Southeastern Engineering, Inc. and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

F. Discuss a proposal for landscaping around Pond B-2 from Twin Oaks Landscape Group, Inc.
Presented By: Robert H. Logan, City Manager

G. Discuss a proposal for masonry work around Pond B-2 from Tru Masonry, LLC
Presented By: Robert H. Logan, City Manager

H. Discuss a proposal for fencing around Pond B-2 from FenceWorks of Georgia, Inc.
Presented By: Robert H. Logan, City Manager

I. Discuss a Service Agreement between Cherokee County Chamber of Commerce and Agriculture, Inc. and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

J. Discuss an Intergovernmental Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

K. Discuss an Independent Contractor Agreement between 8A Translations, LLC and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

L. Discuss the release of Oakhaven Phase 2 Maintenance Bond and Acceptance of Roads
Presented By: Nancy Moon, Community Development Director

M. Discuss the renewal of Workers' Compensation Insurance with the Georgia Municipal Association Workers' Compensation Self-Insurance Fund
Presented By: Karen Norred, City Clerk/Human Resources Director

IV. ADJOURNMENT

City Council Business Meeting
Agenda
7:00 p.m.

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. CONSENT AGENDA

1. November 4, 2021 Public Hearing, Work Session and Special Called Meeting minutes

2. November 15, 2021 Work Session and Business Meeting minutes

3. A resolution making 2022 appointments to the Holly Springs Parks and Recreation Authority

4. A resolution making 2022 appointments to the Downtown Development Authority

5. A resolution making 2022 appointments to the Urban Redevelopment Agency

6. A resolution making 2022 appointments to the Planning and Zoning Commission

7. A resolution making 2022 appointments to the Holly Springs Tree Commission

8. A resolution to appoint the Municipal Court Judge and Municipal Court Judge Pro Tem

9. A resolution to appoint the Municipal Prosecuting Attorney and Assistant Prosecuting Attorneys

10. A resolution regarding the Cherokee County Hazard Mitigation Plan 2021-2026

11. An addendum to the Memorandum of Agreement with the Systematic Alien Verification for Entitlements (SAVE) Program

12. A resolution to set qualifying fees for municipal elections

13. A resolution to amend the adopted Municipal Services Master Fee Schedule

V. NEW BUSINESS

14. Approve/deny a resolution appointing Mayor Pro Tem and Standing Committees of the City Council

15. Approve/deny an Intergovernmental Agreement for Issuance of Blasting Permits between the City of Woodstock, Georgia and the City of Holly Springs, Georgia

16. Approve/deny a request from the Office of the District Attorney, Blue Ridge Judicial Circuit, to donate a 2012 Dodge Charger, VIN 2C3CDXAT8CH154088

17. Approve/deny consenting to an Agreement for Sale and Purchase of Lots between the Holly Springs Downtown Development Authority and Stonecrest Homes GA, LLC

18. Approve/deny a Professional Services Agreement between Southeastern Engineering, Inc. and the City of Holly Springs, Georgia

19. Approve/deny a proposal for landscaping around Pond B-2 from Twin Oaks Landscape Group, Inc. in an amount not to exceed $36,477.50 and authorize and ratify the signature of the City Manager

20. Approve/deny a proposal for masonry work around Pond B-2 from Tru Masonry, LLC in an amount not to exceed $8,000 and authorize and ratify the signature of the City Manager

21. Approve/deny a proposal for fencing around Pond B-2 from FenceWorks of Georgia, Inc. in an amount not to exceed $12,600 and authorize and ratify the signature of the City Manager

22. Approve/deny a Service Agreement between the Cherokee County Chamber of Commerce and Agriculture, Inc. and the City of Holly Springs, Georgia

23. Approve/deny an Intergovernmental Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia

24. Approve/deny an Independent Contractor Agreement between 8A Translations, LLC and the City of Holly Springs, Georgia

25. Approve/deny the release of the Oakhaven Phase 2 Maintenance Bond No SUR00400192

26. Approve deny a resolution to accept and authorize certain streets in Oakhaven Phase 2 to become publicly maintained streets

27. Approve/deny the renewal of Workers' Compensation Insurance with the Georgia Municipal Association Workers' Compensation Self-Insurance Fund

VI. REPORTS

X. ADJOURNMENT

EXECUTIVE SESSION

- Real Estate

INTERGOVERNMENTAL AGREEMENT FOR ISSUANCE OF BLASTING PERMITS

This Agreement entered into this ____ day of _____, 2021 by and between the City of Holly Springs, Georgia ("Holly Springs") and the City of Woodstock, Georgia ("Woodstock").

WHEREAS, Holly Springs desires to have Woodstock provide services in reviewing and approving applications for blasting permits, and Woodstock has agreed to provide those services; and

WHEREAS, this agreement is permitted as an intergovernmental agreement under Article IX, § III, Para. I of the Constitution of the State of Georgia to provide for joint services;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Woodstock will process all applications for blasting within the city limits of Holly Springs. Applicants will be referred to Woodstock and instructed to follow all of Woodstock's requirements for a blasting permit.

2. Woodstock shall process all applications and provide all fire inspection services for blasting within the city limits of Holly Springs in the same manner as it does for applications for blasting within the city limits of Woodstock.

3. Woodstock will retain all application fees.

4. To the extent allowed by state law, Holly Springs shall indemnify Woodstock from any claims arising out of a blasting permit application pertaining to property within the City of Holly Springs.

5. This agreement may be terminated by either party by giving written notice to the other party. Notices may be given by an email to the City Manager.

In witness of this agreement, the parties have signed below.

SIGNATURES ARE ON THE FOLLOWING PAGE

CITY OF HOLLY SPRINGS, GEORGIA

_____
Mayor

_____
City Clerk

Approved as to form:

_____
Holly Springs City Attorney

CITY OF WOODSTOCK, GEORGIA

_____
Mayor

_____
City Clerk

Approved as to form:

_____
Woodstock City Attorney

OFFICE OF THE DISTRICT ATTORNEY
BLUE RIDGE JUDICIAL CIRCUIT

SHANNON G. WALLACE
District Attorney

Cherokee County Justice Center
90 North Street, Suite 390
Canton, Georgia 30114
Phone 770-479-1488
Fax 770-479-3105

December 1, 2021

Mayor Steven Miller and Holly Springs City Council
3237 Holly Springs Parkway
Holly Springs, GA 30115

Dear Mayor Miller and Holly Springs City Councilmembers,

I am writing today to ask for your assistance in a matter of critical importance to the work that we do in the District Attorney's Office. As you may have heard, our office has received funding to address the backlog of criminal cases that resulted from the pandemic and numerous statewide judicial emergency orders. We have been granted three new investigator positions and are currently in the process of filing these positions. All of our current investigators have assigned vehicles to use to conduct the official duties of our office. We have attempted to obtain three vehicles for these new investigator positions through our normal process but due to a supply shortage, we have been unable to obtain any vehicles.

In consultation with Chief Tommy Keheley, I learned of the possibility for our office to obtain a retired 2012 Dodge Charger currently assigned to the Holly Springs Police Department, which is scheduled to be auctioned soon. I am writing today to respectfully ask for your support in helping us equip one of our new investigators with the necessary tools needed to protect and serve our community by donating this 2012 Dodge Charger, VIN 2C3CDXAT8CH154088, to our department. By providing our office with this retired Holly Springs police car, you will ensure that your vehicle remains in service to the citizens of our county.

Thank you for your consideration in this matter. We look forward to partnering with you in this way.

Sincerely,

Shannon Wallace
District Attorney
Blue Ridge Judicial Circuit

AGREEMENT FOR SALE AND PURCHASE OF LOTS

THIS AGREEMENT FOR SALE AND PURCHASE OF LOTS (the "**Agreement**") is made and entered into as of the last date on which this Agreement is signed by either party (the "**Effective Date**") by and between **Holly Springs Downtown Development Authority** ("**Seller**") and **Stonecrest Homes GA, LLC,** a Georgia limited liability company ("**Purchaser**"). This Agreement is also consented to by the City of Holly Springs, Georgia.

W I T N E S S E T H:

WHEREAS, Seller is developing a mixed-use development known as Holly Springs Town Center (the "**Development**") located in the City of Holly Springs (the "**City**"), Cherokee County (the "**County**"), Georgia. The Development includes, but is not limited to, a single-family detached community, which is further described in Exhibit "A" attached hereto (the "**SFD Community**") and a townhouse community, which is further described in Exhibit "B" attached hereto (the "**Townhouse Community**")(the SFD Community and the Townhouse Community are collectively referred to as the "**Communities**"). The SFD Community contains approximately thirty (30) lots (the "**SFD Lots**") and the Townhouse Community contains approximately thirty-five (35) lots (the "**Townhouse Lots**")(the SFD Lots and the Townhouse Lots are collectively referred to as the "**Lots**"). Pursuant to the terms hereof, Seller desires to sell the Lots it will develop to Purchaser; and

WHEREAS, Purchaser is engaged in the business of constructing residential housing units for resale, and, pursuant to the terms hereof, desires to purchase Lots in the Communities from Seller.

NOW, THEREFORE, for and in consideration of the premises hereof, the funds paid pursuant to this Agreement and other good and valuable consideration, it is agreed as follows:

1. **Sale and Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the developed and platted Lots within the Communities (which may be referred to herein individually as a "**Lot**" and together as the "**Lots**"), together with (i) all and singular the appurtenances appertaining thereto, and Seller's rights, easements or other interests, if any, in and to adjacent streets, alleys and rights-of-way abutting such real property, (ii) all intangible property and all plans, specifications, studies, and reports owned and controlled by Seller related to the real property, (iii) all credits or deposits paid or delivered in connection with impact fees or other development, construction or occupancy fees, exactions or charges, of any nature or character, levied by any applicable governmental authority, in connection with each Lot; and (iv) such other assignable rights, interests and properties as may be specified in this Agreement, all of which may be hereinafter referred to as the "**Property**".

2. **Purchase Price.** The "**Purchase Price**" for each Lot shall be the sum of the Base Purchase Price for each Lot and the Additional Purchase Price, if any.

A. **Base Purchase Price**. The "**Base Purchase Price**" for each Lot shall be Fifty Thousand and No/100 Dollars ($50,000.00). The Base Purchase Price for each Lot shall be paid by Purchaser to Seller at each Lot Closing.

B. **Additional Purchase Price.** The "**Additional Purchase Price**" shall be determined on a per Lot basis and shall be an additional amount equal to eighteen percent (18%) of the Gross Sales Price minus the Base Purchase Price. The term **"Gross Sales Price"** means the final sales price for a completed home constructed on the Lot including all upgrades, options, add-ons, and change orders, etc. (a "**Home**"), as sold to a third party homebuyer (a "**Homebuyer**"), as set forth as the "Sales Price" on page 1 of the Seller's Closing Disclosure, and/or the "Sale Price of Property" on the ALTA Settlement Statement, or its equivalent, executed by Purchaser and a Homebuyer. Purchaser shall pay the Additional Purchase

Price to Seller at the closing of the sale of a Lot with a Home by Purchaser to a Homebuyer. By way of example, if the Gross Sales Price is Five Hundred Thousand and No/100 Dollars ($500,000.00), the Additional Purchase Price shall equal Forty Thousand and No/100 Dollars ($40,000.00) (($500,000.00 * .18) – $50,000.00 = $40,000.00). In this example, the total Purchase Price for such Lot shall equal Ninety Thousand and No/100 Dollars ($90,000.00).

In the event that the Additional Purchase Price calculation above results in a negative amount, then Seller shall not be obligated to refund any portion of the Base Purchase Price.

Purchaser and Seller agree to execute a "**Memorandum of Agreement – Additional Purchase Price**" (herein so called) in the form of Exhibit "C" attached hereto and incorporated herein prior to the Initial Lot Closing. The executed and acknowledged Memorandum of Agreement – Additional Purchase Price shall be delivered to the Title Agent prior to the expiration of the Contingency Deadline and held in escrow by the Title Agent as provided herein. Simultaneous with the Initial Lot Closing, the Title Agent shall record the Memorandum of Agreement – Additional Purchase Price in the records of the Cherokee County Georgia land records. The Memorandum of Agreement – Additional Purchase Price will provide notice of the Purchaser's obligation to pay to Seller the Additional Purchase Price upon the closing of the sale of a Home from Purchaser to a Homebuyer. Seller shall execute any documents as may be required to terminate and/or release the Memorandum of Agreement – Additional Purchase Price as to a Lot upon receipt of the Additional Purchase Price for such Lot. The obligation to pay the Additional Purchase Price shall run with the title to the Lots, and shall remain the obligation of any successor in title of the Lots in the event Purchaser conveys, sells, or transfers one or more Lots to a third party prior to paying the Additional Purchase Price to Seller.

3. **Earnest Money.** Within five (5) business days of the Effective Date, Purchaser shall deposit with Lueder, Larkin and Hunter, LLC, c/o Brendan R. Hunter, Esq., 5900 Windward Parkway, Suite 390, Alpharetta, Georgia, 30005, E-Mail bhunter@luederlaw.com (the "Title Agent"), in escrow with the Title Agent the sum of Ten Thousand and No/100 Dollars ($10,000.00) (the "**Deposit**"). The Deposit shall be applied equally to the Base Purchase Price of the first ten (10) Lots.

4. **Inspection Period; Title.** Purchaser may obtain a current commitment for a title insurance policy (the "**Title Commitment**") from the Title Agent and Purchaser may obtain a new survey of the Lots. Purchaser agrees to give Seller written notice of any objections it has to the marketability or insurability of title before 5:00 pm Eastern Standard Time on the One Hundred Eightieth (180th) day after the Effective Date of this Agreement (the "**Contingency Deadline**"), and waives any title objections it does not make in writing to Seller before the Contingency Deadline. Seller may, but has no obligation to, cure any or all title objections Purchaser makes, except that Seller agrees, with respect to each Lot: (i) to remove, at or before the Lot Closing, all security deeds, mortgages, and deeds of trust that exist before the Lot Closing; (ii) to pay all real estate taxes, assessments, and homeowners' association assessments, dues, and other charges through the Lot Closing; (iii) to remove, at or before the Lot Closing, all liens for labor, services, or materials that Seller has requested or approved before the Lot Closing; and (iv) any other encumbrance that Seller first creates after the Effective Date of this Agreement to which Purchaser timely objects. Seller will be deemed to have refused to cure any title objection that it does not agree to cure by written notice to Purchaser within five (5) business after notice of the title objection. If Seller refuses or is deemed to have refused to cure any title objections, Purchaser may terminate this Agreement by written notice to Seller within seven (7) business days after the Contingency Deadline.

Purchaser shall have a continuing right until the final Lot Closing to update its title examination to ascertain whether or not Seller shall have created any liens or other encumbrances upon the Property subsequent to the issuance of the Title Commitment set forth above, and to furnish Seller with a written statement of objections to any matters created by Seller. Seller shall be obligated to satisfy objections where voluntarily created by Seller. In the event Seller is unable, after reasonable diligence and effort, to cure or satisfy, at or prior to the Lot Closing, any such valid objection to title, or in the event Seller has chosen not to cure any such valid objection which Seller

is not obligated to cure, Purchaser may elect to terminate this Agreement. Upon termination of this Agreement, Title Agent shall return the Deposit to Purchaser and thereafter neither Seller nor Buyer shall have any further obligations hereunder, except as otherwise provided in this Agreement. Purchaser shall have the right at any time to waive any objections that it may have made and thereby preserve this Agreement in effect.

5. **The Lot Improvements**. Seller agrees to diligently improve and promptly complete development of all of the Lots in a good and workmanlike manner and in compliance with all governmental authorities having jurisdiction over the Property. Without limiting the generality of the foregoing and as a condition precedent to Purchaser's obligation to purchase the Property, Seller shall at all times act diligently and in good faith to satisfy each of the following requirements with respect to the Lots (such requirements being collectively referred to as "**Substantial Completion**"):

A. An adequate and functioning water supply and distribution system, sanitary sewer system, storm sewer and drainage system servicing each Lot shall have been installed, all in accordance with the standards and specifications imposed by any applicable governmental authority, including the City.

B. Seller shall have provided a Cherokee County Water and Sewerage Authority acceptance letter committing sufficient water and sanitary sewer services to adequately serve the Lots.

C. Asphalt streets with City approved curb and gutter fronting and connecting all of the Lots and alleys, if required, shall have been installed, and such streets, curbs, gutters and alleys shall be in compliance with all governmental authorities. In addition, Seller shall have provided evidence that each such street has been accepted for maintenance by the City or other appropriate governmental authority, and that Purchaser shall have no maintenance obligation with respect to any such street.

D. Underground electrical service and gas service shall be in place and available with respect to each of the Lots, with all developer fees or other charges for installation of such utilities having been paid by Seller. Seller shall have granted necessary easements for telephone and cable service and shall have entered into an agreement for installation of same.

E. Seller shall have developed the Lots in accordance with standards promulgated by the U.S. Department of Housing and Urban Development (**"HUD"**) and the Federal Housing Administration (**"FHA"**) for single-family residential subdivisions, and all documents required as a part of Substantial Completion shall meet such standards.

F. Each Lot shall have been graded consistent with FHA minimum standards so that no cutting or filling shall be required to render each Lot buildable. In addition, Seller shall have delivered a sepia of the Grading Plan for the Lots covered under this Agreement, and the engineering firm that prepared the same shall have certified that the Lots have been graded consistent with said Grading Plan.

G. Promptly after completion of the mass grading, which shall not occur prior to completion of the installation of the street paving within the Community and shall not be later than the date which is sixty (60) days prior to the date of Substantial Completion, Seller will provide Purchaser with a copy of a Final Soils Report applicable to the Community.

H. Street signs shall have been installed and street lights shall have been ordered and paid for in full, will be installed within sixty (60) days of the **"Substantial Completion Date"** (as that term is herein defined).

I. Seller shall have provided evidence that building permits are obtainable with respect to all of the Lots.

J. Seller shall have placed iron pins at all of the Lot corners.

K. Seller shall have provided evidence satisfactory to Purchaser that no part of any of the Lots is located in a floodway, flood prone area or 100 year flood plain as established by the Federal Insurance Administrator or any other governmental authority.

L. Seller shall have completed and filed a Notice of Intent (**"NOI"**) and shall have provided (or made available to) Purchaser a copy of the Storm Water Pollution Prevention Plan (the **"SWPPP"**) and the NOI applicable to its development activities. Seller acknowledges that Purchaser has no control over site specifications or any day-to-day operational control of Seller's development activities, and that Purchaser shall have no obligation to comply with any provision of Seller's SWPPP unless it consents to same in writing. Seller shall deliver the Lots to Purchaser with storm water discharge controls in place, as specified in Seller's SWPPP. At the time of Substantial Completion, streets and storm sewer inlets must be clean and free of debris and off-site tracking from the Lots. Seller's SWPPP shall remain in place through Substantial Completion. Thereafter, as to the construction of any residences, Purchaser shall provide and comply with its own SWPPP.

M. Seller shall have removed all construction trash and debris from the Lots and common areas, and the streets adjacent thereto.

N. Seller shall have filed for record final, approved plats for the Community.

O. Seller has delivered a copy of each of the following items to Purchaser:

(1) The Soils Report:
(2) A complete set of the final Compaction Reports for the Lots;
(3) A letter from the Seller's engineer that certifies compliance of (i) the Lots with HUD Data Sheet 79-G or its successor and (ii) the Retaining Walls with, as applicable, the Grading Plan, the engineer's design parameters, and the standards required by the applicable ordinances, codes and statutes of the FHA, City and County;
(4) A reproducible copy of the recorded Final Plat with recording information shown thereon, including a cd rom containing an AutoCAD Version 2000.dwg;
(5) Two copies of the "As Built" grading and development plans, showing paving, water, sewer, storm drainage and utility layouts including drainage patterns, elevations at the corners of Lots, elevations at the top of curbs and elevations of the finished pads;
(6) A copy of the Address Plat or Address List;
(7) Copies of the recorded final, approved plats for the Community; and
(8) Copies of the Notice of Intent and Storm Water Pollution Prevention Plan, Seller has filed or will be filing with the TCEQ.

When Seller believes that the Substantial Completion of the Lots has been achieved, Seller will send notice of substantial completion to Purchaser (a "**Substantial Completion Notice**"). Purchaser shall have a period of ten (10) business days after receipt of a Substantial Completion Notice to review, inspect and accept the Lots. If Purchaser fails to provide Seller with written notice of Purchaser's rejection of said Lots within such 10-day period, Purchaser shall be deemed to have accepted the Lots. If Purchaser rejects the Lots by delivering a written rejection notice to Seller within said 10-day period specifying the reason for such a rejection (which may only be based upon Seller's failure to comply with the foregoing requirements), Seller shall, at its sole cost and expense, take such further action as is necessary to complete or correct any work that does not comply with the requirements

and thereafter deliver written notice to Purchaser that Purchaser's objections have been satisfied. Purchaser shall then have the same review rights and Seller shall have the same obligations as set forth above with respect to the additional work performed by Seller. The "**Substantial Completion Date**" shall be the date Purchaser has accepted the Lots.

6. **Closing; Conveyance; Prorations**.

A. **Conveyance**. The closing of the Lots shall occur in multiple closings, with each such closing referred to as a "Lot Closing." Purchaser shall close on the purchase of one (1) or more Lots within thirty (30) days after the Substantial Completion Date (the "Initial Lot Closing"). Thereafter, Purchaser shall close on the purchase of the remaining Lots through one (1) or more Lot Closings until all Lots have been purchased by Purchaser. At least fifteen (15) days prior to a Lot Closing, Purchaser shall notify Seller of the date of such Lot Closing and select the Lot or Lots that will be closed at the Lot Closing. Purchaser shall purchase all Lots within twenty-four (24) months after the Initial Lot Closing; provided, however, Purchaser shall have the right to extend such time period two (2) times for a period of six months for each such extension (each such six month period referred to as a "Final Lot Closing Extension"). Purchaser shall pay Seller One Hundred and No/100 Dollars ($100.00) as consideration for each Final Lot Closing Extension. All Lot Closings shall occur at the offices of Lueder, Larkin & Hunter, LLC during normal business hours. Seller shall convey fee simple title of the Lots to Purchaser by special warranty deed subject to: (i) ad valorem real estate taxes and special assessments for the year of such Lot Closing (prorated), and (ii) the Permitted Exceptions. Seller shall also execute appropriate assignments and other documentation or instruments of conveyance to effectuate the assignment and transfer to Purchaser of all agreements, contracts, rights and obligations contemplated under the terms of this Agreement, including any Impact Fee Credits and other assigned rights or interests. Seller agrees that it shall make available to Purchaser at each Lot Closing, any fully assignable, transferable and usable Impact Fee Credits or other credits for Purchaser's intended use of the Lots for which Seller has prepaid.

B. **Execution and Delivery of Documents at Lot Closing**.

Seller shall at each Lot Closing, execute and/or deliver to Purchaser the following documents or items (as applicable):

(1) Limited Warranty Deed (the "**Deed**");
(2) Title Commitment (appropriately revised);
(3) Lien, Possession and GAP Affidavit(s) and Seller's Affidavit;
(4) Non-Foreign Affidavit (FIRPTA Certificate);
(5) Assignment and assumption of Impact Fee Credits or any impact fees, credits, or deposits, in such form as is acceptable to or required by the entity issuing such credits or deposits; and
(6) Such other documents as may be required by this Agreement, or which Seller shall execute at the reasonable request of Purchaser or Title Company.

Purchaser shall at each Lot Closing execute and/or deliver to Seller the following documents or items:

(1) Such documents as may be required by this Agreement or which Purchaser shall execute at the reasonable request of Seller or Title Company.

C. **Allocation of Acquisition or Transaction Costs**.

(1) Purchaser acknowledges that in addition to the Base Purchase Price for each Lot acquired hereunder, Purchaser shall be responsible for all other closing costs and expenses associated with the acquisition of the Lots, including but not limited to:

a. all costs and charges incident to any mortgage obtained by Purchaser, including, without limitation, any recording fees;

b. the premiums for owner's and mortgagee's title insurance policies;

c. all costs of endorsements to the owner's (and mortgagee's, if any) title insurance policies requested by Purchaser;

d. survey costs if Purchaser elects to obtain a survey;

e. fees for recording the Deed, the Security Deed and any other instruments required to be recorded by the terms of this Agreement that are not otherwise Seller's responsibility;

f. miscellaneous fees charged by the Title Company, including all wire fees, courier and overnight delivery service fees, photocopy charges and a reasonable escrow fee; and

g. All other costs or expenses not specifically provided for in this Agreement.

(2) Each party shall pay its own attorney's fees.

D. **Prorations, Credits and Charges**. Unless otherwise indicated in this Agreement, all proratable items, including, without limitation, ad valorem real estate taxes and association assessments for the year of Lot Closing, shall be prorated as of the Lot Closing Date. All real estate special assessments, ad valorem taxes and association assessments for prior years shall be paid by Seller. For proration purposes it will be assumed real estate taxes are paid upon the tax due date. In the event the current assessment and millage are not available, all taxes for the year of the Lot Closing shall be based on the previous year's assessment and millage. If any substantial difference (i.e., over $500.00) occurs in the actual tax bills when issued for the year of the Lot Closing the parties agree to make adjustments when the current assessment and millage become available.

E. Possession. At each Lot Closing, Seller shall deliver exclusive possession and occupancy to Purchaser of the Lot or Lots Purchaser closes on at such Lot Closing.

7. **Construction of Homes**. After each Lot Closing, Purchaser shall promptly build, at Purchaser's sole cost, a Home on each Lot acquired at such Lot Closing in a good and workmanlike manner substantially in accordance with all applicable laws, codes, and ordinances. Purchaser shall have the sole discretion to determine the manner, method, and order of the construction of the Homes.

Purchaser shall have the right to obtain one or more loans for the construction of the Homes and related improvements (the "**Construction Loan**") and shall have the right to grant the lender(s) of such Construction Loan(s) (the "**Construction Lender**") one or more deeds to secure debt (the "**Construction Security Deed**") for the Lots. Seller agrees to sign and deliver such loan documents the Construction Lender requests that are reasonably acceptable to Seller, which such acceptance shall not be unreasonably withheld, provided that, as a condition to Seller's obligation to sign such loan documents, the Construction Lender must agree in such loan documents: (i) that Seller has no personal liability for the loan or any other indebtedness due under or secured by the loan documents; (ii) to give Seller notice of all defaults under the loan documents; and (iii) to give Seller the right (but without any obligation to do so) to cure any defaults by Purchaser under the loan documents. Purchaser agrees to use the proceeds of each Construction Loan to construct the residence to which it relates.

8. **Closing of Homes**. Purchaser has the sole right to negotiate and enter into purchase and sales agreements for the sale of the Homes and Lots. Purchaser shall utilize commercially reasonable efforts to market and sell the Homes and Lots. Purchaser shall have the right to retain one or more real estate brokers and other individuals and entities to assist in the marketing and selling of the Homes and Lots.

The closing of the Homes and Lots (the "**Home Closings**") shall occur at the offices of Lueder, Larkin & Hunter, LLC during normal business hours. The Seller and Purchaser agree to apply the Gross Sales Price for each Home and Lot in the following order:

A. To pay off the Construction Loan;

B. To pay normal and customary closing costs for the sale of the Home and Lot, including: (i) transfer taxes; (ii) the seller's portion of typical closing fees and escrow charges; (iii) broker commissions owed for the sale of the Home and Lot to the Homebuyer; (iv) to pay or reimburse Purchaser for all real estate taxes and assessments and homeowners' association assessments, dues, and other charges due with respect to that Home and Lot for the period from the date Purchaser acquires that Lot through the Home Closing; and (iv) to cure or remove any objection the homebuyer makes to any matter that makes title to the Lot uninsurable or unmarketable that neither Seller nor Purchaser is required to remove at its cost under the terms of this Agreement;

C. To pay to Seller the Additional Purchase Price for the Home and Lot, if any; and

D. The remainder of the Gross Sales Price shall be paid to Purchaser.

Seller and Purchaser agree to direct and cause the escrow agent or closing attorney who closes each sale of a Home and Lot to apply and disburse the Gross Sales Price in accordance with this Section.

9. **Architectural Controls**. Prior to construction of a Home on a Lot by Purchaser, Purchaser shall submit written plans and specifications of such Home to Seller for approval, which approval shall not be unreasonably withheld. Attached hereto as Exhibit "D" are plans and specifications for some or all of Homes that are hereby approved by Seller.

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) harmony with the external design of existing improvements, and the location in relation to surrounding improvements and topography, and (5) any other matter deemed to be relevant or appropriate by the Seller.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Seller may reasonably require. If the Seller fails to approve, conditionally approve, or to disapprove such application within forty five (45) days after the application and such information as the Seller may reasonably require shall have been submitted, Seller's approval will not be required and this Section 9 shall be deemed complied with.

10. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser as of the date of this Agreement, all of which shall also be deemed to have been made by Seller to Purchaser as of each Lot Closing and which shall survive each Lot Closing:

A. **Authority**. Seller is, or at the time of the Initial Lot Closing will be, the sole owner of fee title to the Community and the Property. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the sales contemplated herein. This Agreement has been, and the documents to be executed by Seller pursuant to this Agreement will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

B. **Conflicts and Pending Actions or Proceedings**. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against or relating to the Community or the Property or which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement including, but not limited to, any condemnation proceeding affecting the Community or the Property.

C. **Environmental**. Seller has no knowledge of any violation of Environmental Laws related to the Community or the Property or the presence or release of Hazardous Materials on or from the Community or the Property. Seller has not manufactured, introduced, released or discharged any Hazardous Materials from or onto the Community or the Property, and Seller has not used the Community or the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines and all state, regional, county, municipal and other local laws, regulations and ordinances that are similar to such federal laws or that regulate Hazardous Materials. The term "**Hazardous Materials**" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

D. **Agreements with Governmental Authorities/Restrictions**. Except as incurred in connection with Seller obtaining Substantial Completion of the Community and the Property, Seller has not entered into, and has no knowledge of, any agreement with or application to any governmental authority with respect to any zoning modification, variance, exception, platting or other matter. To Seller's knowledge, neither Seller nor the Community or the Property is in violation or non-compliance with any restriction or covenant affecting the Community or the Property.

E. **Further Assurances**. In addition to the obligations required to be performed hereunder by Seller at each Lot Closing, Seller shall perform such other acts, and shall execute, acknowledge and deliver subsequent to each Lot Closing such other instruments, documents and other materials as the Purchaser may reasonably request in order to effectuate the consummation of the transaction contemplated herein and to vest title to each Lot in Purchaser.

F. **Adverse Information**. Seller has received no notice of any change contemplated in any applicable laws, ordinances, or restrictions, or of any judicial or administrative action or of any action by adjacent landowners, which would adversely affect the Community or the Property.

G. **Compliance with Laws**. Seller has received no notice of any violation of any applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Community or the Property.

H. **No Rights of Acquisition**. No other person, firm, corporation or other entity has any right or option to acquire the Community or the Property, or any portion thereof, as a result of any act of Seller, and Seller has no duties or obligations to any third parties with respect to the Community or the Property, or any portion thereof.

I. **Parties in Possession**. To Seller's knowledge, there are no parties in possession of any Lot, or portion thereof, whether as lessees, tenants at sufferance, trespassers or otherwise.

J. **FIRPTA**. Seller is not a foreign person within the meaning of Section 7701(a) (5) of the Internal Revenue Code of 1986, as amended.

K. **Access**. The Lots have reasonable access to and from public highways, streets and roads, and there is not any pending or threatened governmental proceedings or any other fact, which would limit or result in the termination of such access.

L. **Financial Ability**. Seller is financially able to perform all of its obligations under this Agreement.

To the extent permitted by law, Seller agrees to indemnify and hold harmless Purchaser, its officers, employees, agents, successors and assigns (the **"Indemnified Parties"**), from and against, and to reimburse Indemnified Parties with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, strict liabilities, costs and expenses (including attorney's fees and court costs and costs of investigation, monitoring or response action) of any kind and character, known or unknown, fixed or contingent, asserted against or incurred by the Indemnified Parties at any time or from time to time by reason of or arising out of: (i) Seller's breach of any of the representations and warranties set forth in this Section 10 or (ii) any violation of, or otherwise pursuant to, any Environmental Law (including, without limitation, all claims, demands, loss, damage, liabilities, costs, and expenses in connection with the presence, release or threatened release from, at, in, on, under or to the Community of Hazardous Substances), regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of existence or occurrence.

11. **Covenants and Agreements of Seller**. Seller hereby covenants and agrees as follows:

A. **Amenities/Entryway and Common Areas**. Seller shall be responsible for construction of all amenities and entryway improvements, including an entry marker or monument, landscaping, and perimeter fencing or walls, the plans for which shall be subject to Purchaser's approval, which approval shall not be withheld unreasonably. Seller shall also be responsible for ADA-compliant sidewalk ramps at all street corners. Seller shall complete the construction of said improvements within the SFD Community no later than the substantial completion of the Homes within the SFD Community and Seller shall complete the construction of said improvements within the Townhouse Community no later than the substantial competition of the Homes within the Townhouse Community.

B. **No Liens**. Seller will pay for all of the work to be performed and improvements to be constructed by Seller and shall at all times keep the Lots free of any mechanic's or materialmen's liens.

C. **No Flood Plain**. There is no portion of the buildable area of the Lots within the 100-year flood plain designated on the FEMA Flood Insurance Rate Map. If, in its undeveloped state, any such portion of the Lots was in the FEMA flood plain, Seller or Seller's engineer will revise the FEMA Flood Insurance Rate Map as needed to remove any and all portions of the Lots from the FEMA flood plain and within 90 days after the Substantial Completion Date, will provide evidence of same to Purchaser in the form of a LOMR or CLOMR that revises the FEMA maps.

D. **Community Maintenance**. Seller shall at all times maintain the Community and each Lot owned by it in "clean" condition, with all grass mowed, all curbs edged, street swept at least quarterly, and trash and debris removed. Until the Initial Lot Closing, Seller shall also at all times maintain and landscape at its own expense all of the amenities, streets and common areas in and for the benefit of the Community. After the Initial Lot Closing, Buyer shall at all times maintain and landscape at its own expense all of the amenities, streets and common areas in and for the benefit of the Community, until such areas are taken over by the homeowner's association, if applicable. Seller shall convey all amenities and common areas to such homeowner's association within thirty (30) days of the Initial Lot Closing.

E. **Retaining Walls.** All retaining walls that currently exist in the Community, or will be placed in the Community by Seller (the "**Retaining Walls**") have been or will be engineered to comply with all applicable standards, laws and ordinances of the applicable Governmental Authorities, including but not limited to, the FHA and the City and County, and will be inspected by an engineer to confirm compliance with such standards, laws and ordinances. For purposes of this Agreement, Seller agrees that the foregoing representation will apply to all Retaining Walls that are two (2) or more feet in height, unless Seller provides Purchaser with written documentation that the applicable Governmental Authority uses a different standard; provided, however, the requirement that the Retaining Walls be engineered and inspected by an engineer shall only apply to Retaining Walls that are four (4) or more feet in height.

12. **Purchaser's Representations and Warranties**. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

A. **Authority**. Purchaser has the full right and authority and has obtained any and all consents required therefore to enter into this Agreement and perform its obligations hereunder. This Agreement has been and all of the documents to be delivered by Purchaser at each Lot Closing will be authorized and properly executed and will constitute the valid and binding obligations of Purchaser, enforceable in accordance with their terms.

B. **Conflicts and Pending Action**. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or to Purchaser's knowledge, threatened, against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

13. **Remedies and Notice**.

A. **Seller Default**. If prior to each Lot Closing, Seller fails to perform any of its obligations under this Agreement, and provided that Purchaser is not in default under any of its obligations hereunder, Purchaser shall be entitled to: (i) terminate this Agreement and receive a return of the Earnest Money, as liquidated damages in full and final satisfaction of all obligations of Seller hereunder, or (ii) extend the time for performance for such period of time as may be mutually agreed upon in writing by the parties hereto, or (iii) enforce specific performance of Seller's obligation to convey the Property to Purchaser in accordance with the terms, provisions and conditions herein.

B. **Purchaser Default**. If prior to each Lot Closing, Purchaser fails to perform any of its obligations under this Agreement, and provided that Seller is not in default under any of its obligations hereunder, Seller shall be entitled as its sole and exclusive remedy hereunder, to either: (i) terminate this Agreement and retain the Earnest Money as liquidated damages or (ii) extend the time for performance for such period of time as may be mutually agreed upon in writing by the parties hereto. Seller expressly waives any other pre-closing remedies to which it may otherwise be entitled at law or in equity, including the right to seek or recover monetary damages from Purchaser, including, without limitation, any actual damages, or incidental, consequential, exemplary, extraordinary, treble or punitive damages.

C. **Notice and Opportunity to Cure**. Notwithstanding the foregoing, Seller and Purchaser covenant and agree, each with the other, to give fifteen (15) days' written notice of any default (except with respect to any aspect of Substantial Completion) during which time same may be cured prior to exercise of any rights or remedies pursuant to this Agreement

D. **Abatement.** Notwithstanding any contrary provision in this Agreement, during any time which Seller is in default of its obligations under this Agreement or Seller shall have breached any of its representations herein, in addition to Purchaser's other rights and remedies hereunder, Purchaser's

purchase obligations shall abate for such time as Seller remains in default.

14. **No Broker**. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with the purchase and sale of the Lots. In the event of any claim for broker's commissions, finder's fees or similar compensation in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party.

15. **Moratorium**. Notwithstanding any contrary provision herein, if any governmental authority declares or effects any moratorium on the issuance of permits for the construction of dwellings or certificates of occupancy for those dwellings and/or the purchase of sewer and/or water taps, during which moratorium the governmental authority shall not issue any such permit or certificate, then in such event, Purchaser's obligation to purchase the Property shall abate. Upon the discontinuation of any such moratorium the purchase requirement shall resume as of that date and continue as per the provisions of this Agreement. If, however, any such moratorium shall last a total of one hundred eighty (180) days, Purchaser shall have the right, but not the obligation, to terminate this Agreement. In the event of such termination, the Earnest Money will be refunded to Purchaser.

16. **Condemnation**. In the event that condemnation or rights of eminent domain or like process shall be threatened in connection with any of the Lots which, in Purchaser's reasonable opinion, would have a material adverse impact on Purchaser's proposed development of the Lots, Purchaser shall have the right to elect in writing to either: (i) continue this Agreement in full force and effect, notwithstanding such taking or threatened taking, (ii) delete the portion of the Lots condemned or threatened to be condemned from this Agreement, or (iii) terminate this Agreement and receive a refund of the Earnest Money.

17. **Notice**. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon receipt, (b) sent by e-mail, in which case notice shall be deemed delivered upon sending of such e-mail, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or three (3) days from the postmark date, whichever is sooner. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by Purchaser's counsel shall be deemed given by Purchaser and notices given by Seller's counsel shall be deemed given by Seller.

PURCHASER:

Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075
Attn: Charles D. Heiser, Jr.
Tel: (678) 426-5300
Fax: (678) 426-5307
Cell: (314) 303-4994
Email: cheiserjr@stonecresthomesga.com

With copy to:

Lueder, Larkin & Hunter, LLC
5900 Windward Parkway
Suite 390
Alpharetta, GA 30005
Attn: Brendan R. Hunter
Tel: (770) 685-7000
Fax: (770) 685-7002
Email: bhunter@luederlaw.com

SELLER:

City of Holly Springs Downtown Development Authority
P.O. Box 990
Holly Springs, GA 30142
Attn: Chairman
Tel: (770) 721-7551
Fax: (770) 345-0209
Email:

With copy to:

Dyer & Rusbridge, P.C.
291 E. Main St.
Canton, GA 30114
Attn: Robert M. "Bobby" Dyer
Tel: (770) 479-7418
Email: rmd@dyruslaw.com

18. **Dispute Resolution:** Should one party (the "**Claimant**") make any claim or have any dispute with the other party (the "**Respondent**") relating to this Agreement, including but not limited to, breach of Agreement, breach of warranty, negligence, violation of government codes, fraud, rescission, specific performance and/or any other controversy (the "**Claim**"), the parties agree to confer in good faith to attempt to resolve the Claim.

If the parties are unable to resolve the Claim after conferring in good faith, the parties shall submit the Claim to binding arbitration according to the terms set forth herein:

THE ARBITRATOR SHALL BE SELECTED PURSUANT TO THE PROCEDURES AND GUIDELINES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, ANY ARBITRATOR SO SELECTED SHALL BE EXPERIENCED WITH RESIDENTIAL REAL ESTATE DEVELOPMENT AND CONSTRUCTION. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, AT SUCH PLACE AND ON SUCH DATES AS DIRECTED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO GRANT REASONABLE DISCOVERY RIGHTS TO THE PARTIES. UPON REQUEST OF EITHER

PARTY, THE ARBITRATOR SHALL ISSUE WRITTEN FINDINGS AND CONCLUSIONS. THE DECISION OF THE ARBITRATOR SHALL BE BINDING ON BOTH PARTIES AND ENFORCEABLE IN A COURT OF COMPETENT JURISDICTION. IF ONE PARTY (THE "REFUSING PARTY") REFUSES TO SUBMIT ANY DISPUTE FOR RESOLUTION BY ARBITRATION AFTER RECEIPT OF NOTICE FROM OTHER PARTY (THE "REQUESTING PARTY"), AND THE REQUESTING PARTY IS REQUIRED TO SEEK TO ENFORCE THIS AGREEMENT TO ARBITRATE, THEN THE REFUSING PARTY SHALL BE LIABLE FOR THE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED BY THE REQUESTING PARTY IN ENFORCING THIS AGREEMENT TO ARBITRATE. NO ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL INCLUDE, BY CONSOLIDATION OR ANY OTHER MANNER, PARTIES OTHER THAN SELLER AND PURCHASER UNLESS APPROVED IN WRITING BY BOTH PARTIES. THIS ARBITRATION CLAUSE HAS BEEN INITIALED BY THE PARTIES AT THE TIME OF EXECUTION OF THIS AGREEMENT PURSUANT TO GEORGIA CODE § 9-9-1 *et seq.*, SPECIFICALLY SECTION 9-9-2 (AS AMENDED). AS EVIDENCED BY SELLER'S INITIALS APPEARING IN THE SPACE BELOW, SELLER CERTIFIES THAT SELLER HAS READ AND UNDERSTANDS THIS SECTION IN ITS ENTIRETY, AND THAT SELLER UNDERSTANDS AND AGREES THAT, AS AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT AND SELLER ACCEPTING THE BENEFITS HEREOF, SELLER HAS KNOWINGLY AND WILLINGLY LIMITED ITS REMEDIES FOR BREACH OF THIS AGREEMENT BY SELLER TO THE TERMS, CONDITIONS AND OTHER PROVISIONS EXPRESSLY SET FORTH IN THIS SECTION.

SELLER INITIALS: _____ **PURCHASER INITIALS: _____**

19. **General Provisions**.

A. **Time**. Time is of the essence of this Agreement.

B. **Headings**. The headings of the paragraphs herein are for convenience only and shall not affect the meaning or interpretation of the contents thereof.

C. **Complete Agreement**. This Agreement and documents referred to herein and attached hereto represent the complete understanding between the parties hereto and supersede all prior negotiations. This Agreement may be amended only by a written instrument signed by both parties hereto. Except as specifically provided above, no requirement, obligation, remedy, or provision of this Agreement shall be deemed to have been waived unless so waived expressly in writing.

D. **Unenforceability of Any Provision**. If any provision of this Agreement shall be held violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof.

E. **Default/Waiver**. It is not a waiver of any default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

F. **Survival of Closings**. The terms, conditions and provisions of this Agreement shall survive the closings contemplated herein.

G. **Parties Bound**. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns; provided, however, Seller shall not assign its rights or obligations hereunder without the prior written consent of the Purchaser, and any purported assignment shall be void and without effect.

H. **Assignment**. Purchaser shall have the right to assign this Agreement with the consent of Seller, and in the event of such assignment, the transaction contemplated by this Agreement shall be consummated in the name of such assignee, the assignee shall assume the obligations of Purchaser under this Agreement, and Purchaser shall have no further obligation or liability under this Agreement; provided, however, Charles D. Heiser, Jr. shall have a financial interest, ownership interest, and managerial role in such assignee.

I. **Construction**. This Agreement shall be construed fairly as to both parties and not in favor of or against any party, regardless of which party prepared this Agreement.

J. **Exclusive Benefit**. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any right upon any third party, unless so expressly stated herein.

K. **Attorneys' Fees; Governing Law; Venue**. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

L. **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern Standard time. In addition, if the date specified for the performance of any act hereunder shall be a Saturday, Sunday or legal holiday, then such date shall be deemed to be the next day which is neither a Saturday, Sunday or legal holiday.

M. **Counterpart and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one instrument. To facilitate execution of this Agreement, the parties may execute and exchange by email or facsimile signed counterparts of this Agreement, and such electronically transmitted copies shall be deemed legal, binding originals for all purposes.

N. **Amendments and Waivers**. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by Purchaser or Seller to insist upon the strict performance of any covenant, obligation, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term, or condition. Either party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

O. **Memorandum of Agreement**. Prior to the expiration of the Contingency Deadline, the parties shall execute and deliver to the Title Agent, a Memorandum of this Agreement on the form attached as Exhibit "E," which shall be recorded within the public records of Cherokee County, Georgia by the Title Agent after the expiration of the Contingency Deadline so long as this Agreement is not terminated in accordance with Section 4 of this Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates subscribed hereinbelow.

SELLER:

HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

Date: _____

Attest: _____
Name: _____
Title: _____

Date: _____

PURCHASER:

STONECREST HOMES GA, LLC, a Georgia limited liability company

By: _____
Name: Charles D. Heiser Jr.
Title: Manager

Date: 11/8/21

APPROVED BY:

THE CITY OF HOLLY SPRINGS, GEORGIA

By: _____
Name: _____
Title: _____

Date: _____

Attest: _____
Name: _____
Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM BY:

ATTORNEY FOR THE CITY OF HOLLY SPRINGS, GEORGIA

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"

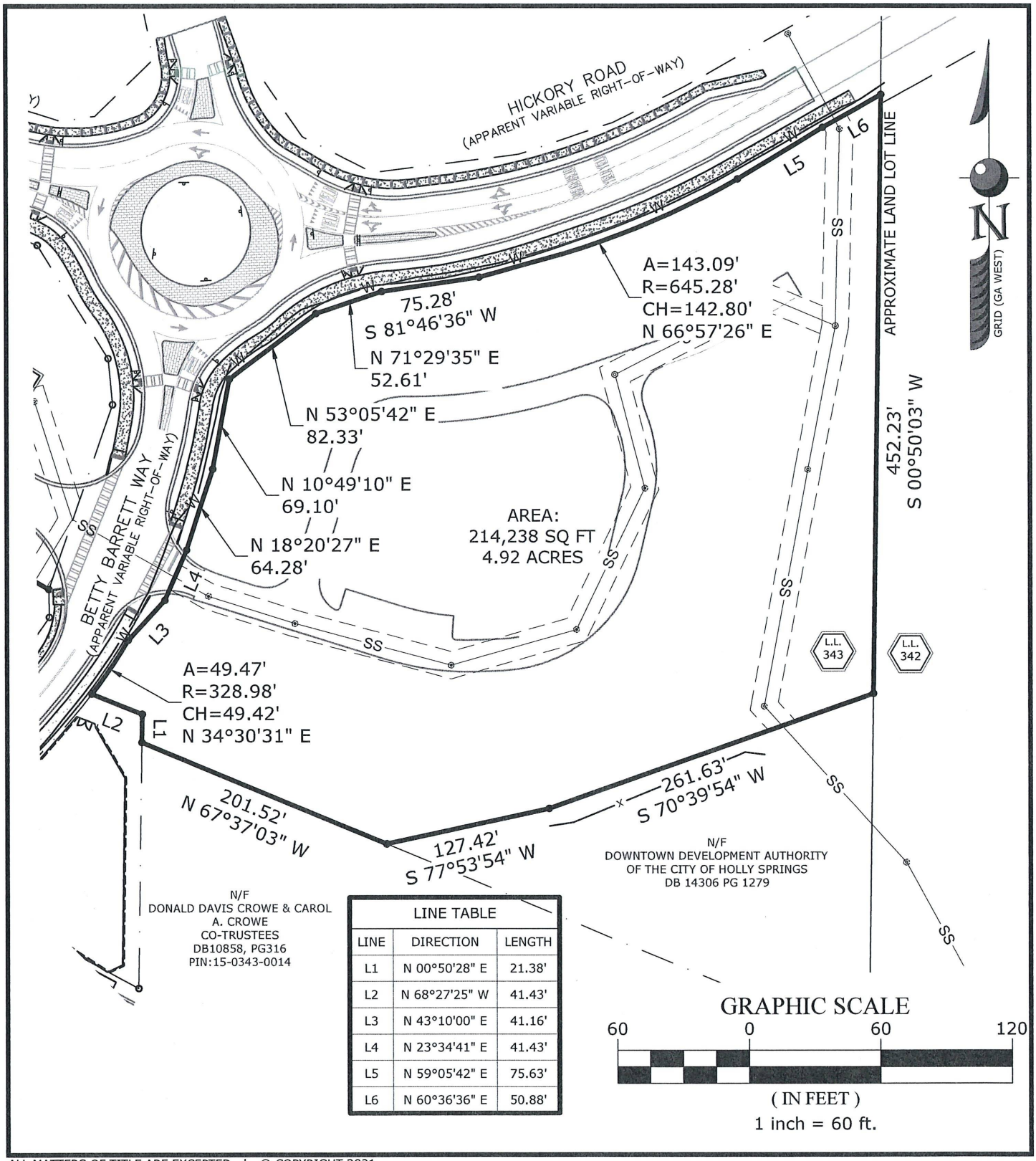
LEGAL DESCRIPTION

SFD COMMUNITY

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the line dividing Land Lot 343 and 342 with the South variable right-of-way of Hickory Road; THENCE proceeding SOUTH 00 DEGREES 50 MINUTES 03 SECONDS WEST along said Land Lot Line a distance of 452.23 feet to a point; THENCE proceeding SOUTH 70 DEGREES 39 MINUTES 54 SECONDS WEST a distance of 261.63 feet to a point; THENCE proceeding SOUTH 77 DEGREES 53 MINUTES 54 SECONDS WEST a distance of 127.42 feet to a point; THENCE proceeding NORTH 67 DEGREES 37 MINUTES 03 SECONDS WEST a distance of 201.52 feet to a point; THENCE proceeding NORTH 00 DEGREES 50 MINUTES 28 SECONDS EAST a distance of 21.38 feet to a point; THENCE proceeding NORTH 68 DEGREES 27 MINUTES 25 SECONDS WEST a distance of 41.43 feet to a point on the variable right-of-way of Betty Barrett Way; THENCE along a curve to the left an arc length of 49.47 feet (said curve having a radius of 328.98 feet and a chord bearing of NORTH 34 DEGREES 30 MINUTES 31 SECONDS EAST and a chord distance of 49.42 feet) to a point; THENCE proceeding NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE proceeding NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE proceeding NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE proceeding NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE proceeding NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE proceeding NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE proceeding NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE along a curve to the left an arc length of 211.41 feet (said curve having a radius of 704.61 feet and a chord bearing of NORTH 69 DEGREES 28 MINUTES 05 SECONDS EAST and a chord distance of 210.62 feet) to a point; THENCE proceeding NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE proceeding NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.88 feet to a point and POINT OF BEGINNING.

Said parcel contains 214,238 Square Feet or 4.92 Acres.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°50'28" E	21.38'
L2	N 68°27'25" W	41.43'
L3	N 43°10'00" E	41.16'
L4	N 23°34'41" E	41.43'
L5	N 59°05'42" E	75.63'
L6	N 60°36'36" E	50.88'

GRAPHIC SCALE

60 0 60 120

(IN FEET)

1 inch = 60 ft.

ALL MATTERS OF TITLE ARE EXCEPTED | © COPYRIGHT 2021

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

PROPOSED PROPERTY LINE EXHIBIT FOR:

CITY OF HOLLY SPRINGS DOWNTOWN DEVELOPMENT

LOCATED IN:

LAND LOT 343 OF THE 15TH DISTRICT, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

Proj. No.:	1076-17-210
Surveyed By:	N/A
Field Date:	N/A
Drafted By:	C CAVITT
Issue Date:	10/06/21

EXHIBIT "B"

LEGAL DESCRIPTION

TOWNHOUSE COMMUNITY

(TOWNHOUSES EAST)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the Northeasterly variable right-of-way of Palm Street and the Northwesterly variable right-of-way of Betty Barrett Way; THENCE along a curve to the left an arc length of 55.65 feet (said curve having a radius of 1584.45 feet and a chord bearing of NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST and a chord distance of 55.65 feet) to a point; THENCE proceeding NORTH 16 DEGREES 37 MINUTES 37 SECONDS WEST a distance of 153.89 feet to a point; THENCE proceeding NORTH 15 DEGREES 57 MINUTES 42 SECONDS WEST a distance of 106.74 feet to a point; THENCE proceeding NORTH 74 DEGREES 29 MINUTES 15 SECONDS EAST a distance of 142.30 feet to a point; THENCE proceeding SOUTH 10 DEGREES 23 MINUTES 56 SECONDS EAST a distance of 108.00 feet to a point; THENCE proceeding NORTH 15 DEGREES 27 MINUTES 38 SECONDS EAST a distance of 102.71 feet to a point; THENCE proceeding SOUTH 67 DEGREES 44 MINUTES 28 SECONDS EAST a distance of 188.19 feet to a point; THENCE proceeding SOUTH 60 DEGREES 16 MINUTES 08 SECONDS EAST a distance of 127.84 feet to a point; THENCE proceeding SOUTH 00 DEGREES 54 MINUTES 40 SECONDS EAST a distance of 21.04 feet to a point; THENCE along a curve to the right an arc length of 130.98 feet (said curve having a radius of 409.68 feet and a chord bearing of SOUTH 43 DEGREES 00 MINUTES 13 SECONDS WEST and a chord distance of 130.42 feet) to a point; THENCE proceeding NORTH 89 DEGREES 14 MINUTES 02 SECONDS WEST a distance of 12.34 feet to a point; THENCE proceeding SOUTH 59 DEGREES 54 MINUTES 25 SECONDS WEST a distance of 72.07 feet to a point; THENCE proceeding SOUTH 24 DEGREES 52 MINUTES 52 SECONDS WEST a distance of 14.27 feet to a point; THENCE along a curve to the right an arc length of 74.57 feet (said curve having a radius of 409.68 feet and a chord bearing of SOUTH 70 DEGREES 36 MINUTES 18 SECONDS WEST and a chord distance of 74.47 feet) to a point; THENCE proceeding SOUTH 75 DEGREES 38 MINUTES 25 SECONDS WEST a distance of 110.00 feet to a point; THENCE proceeding NORTH 63 DEGREES 10 MINUTES 30 SECONDS WEST a distance of 38.85 feet to a point and POINT OF BEGINNING.

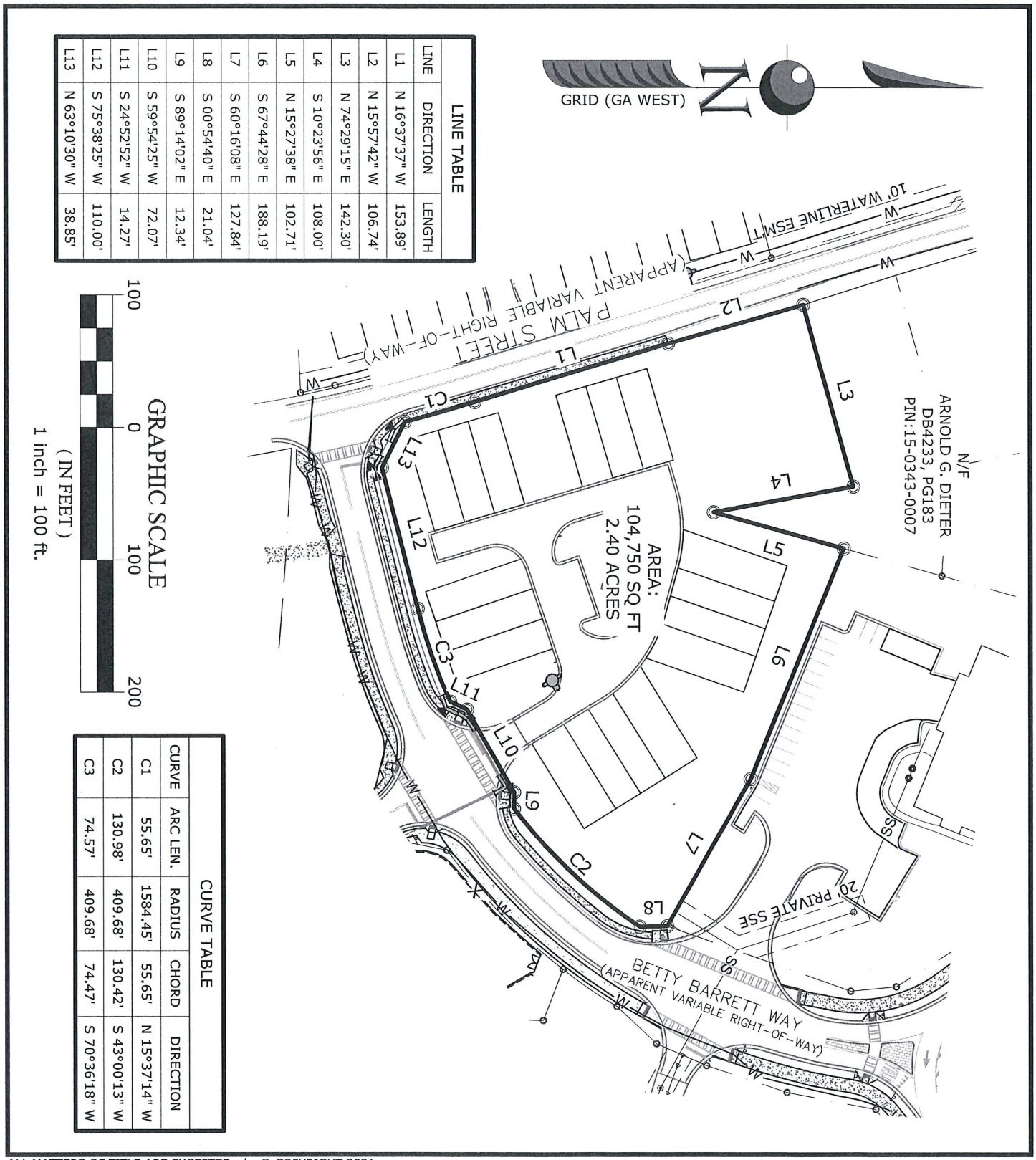
Said parcel contains 104,750 Square Feet or 2.40 Acres.

(TOWNHOUSES WEST)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point on the Southwesterly Palm Street as measured 284.49 feet Southeasterly from the variable right-of-way of Hickory Road; THENCE along a curve to the right an arc length of 158.75 feet (said curve having a radius of 21,193.25 feet and a chord bearing of SOUTH 16 DEGREES 35 MINUTES 16 SECONDS EAST and a chord distance of 158.75 feet) to a point; THENCE proceeding SOUTH 16 DEGREES 50 MINUTES 44 SECONDS EAST a distance of 91.75 feet to a point; THENCE proceeding SOUTH 14 DEGREES 43 MINUTES 42 SECONDS EAST a distance of 96.10 feet to a point; THENCE proceeding SOUTH 11 DEGREES 56 MINUTES 39 SECONDS EAST a distance of 26.83 feet to a point; THENCE proceeding SOUTH 87 DEGREES 25 MINUTES 58 SECONDS WEST a distance of 205.62 feet to a point; THENCE proceeding NORTH 15 DEGREES 54 MINUTES 59 SECONDS WEST a distance of 255.95 feet to a point; THENCE proceeding NORTH 73 DEGREES 59 MINUTES 28 SECONDS EAST a distance of 54.73 feet to a point; THENCE proceeding NORTH 15 DEGREES 36 MINUTES 50 SECONDS WEST a distance of 71.26 feet to a point; THENCE proceeding NORTH 74 DEGREES 39 MINUTES 38 SECONDS EAST a distance of 145.47 feet to a point and POINT OF BEGINNING.

Said parcel contains 67,036 Square Feet or 1.54 Acres.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 16°37'37" W	153.89'
L2	N 15°57'42" W	106.74'
L3	N 74°29'15" E	142.30'
L4	S 10°23'56" E	108.00'
L5	N 15°27'38" E	102.71'
L6	S 67°44'28" E	188.19'
L7	S 60°16'08" E	127.84'
L8	S 00°54'40" E	21.04'
L9	S 89°14'02" E	12.34'
L10	S 59°54'25" W	72.07'
L11	S 24°52'52" W	14.27'
L12	S 75°38'25" W	110.00'
L13	N 63°10'30" W	38.85'

CURVE TABLE				
CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C1	55.65'	1584.45'	55.65'	N 15°37'14" W
C2	130.98'	409.68'	130.42'	S 43°00'13" W
C3	74.57'	409.68'	74.47'	S 70°36'18" W

ALL MATTERS OF TITLE ARE EXCEPTED | © COPYRIGHT 2021

SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

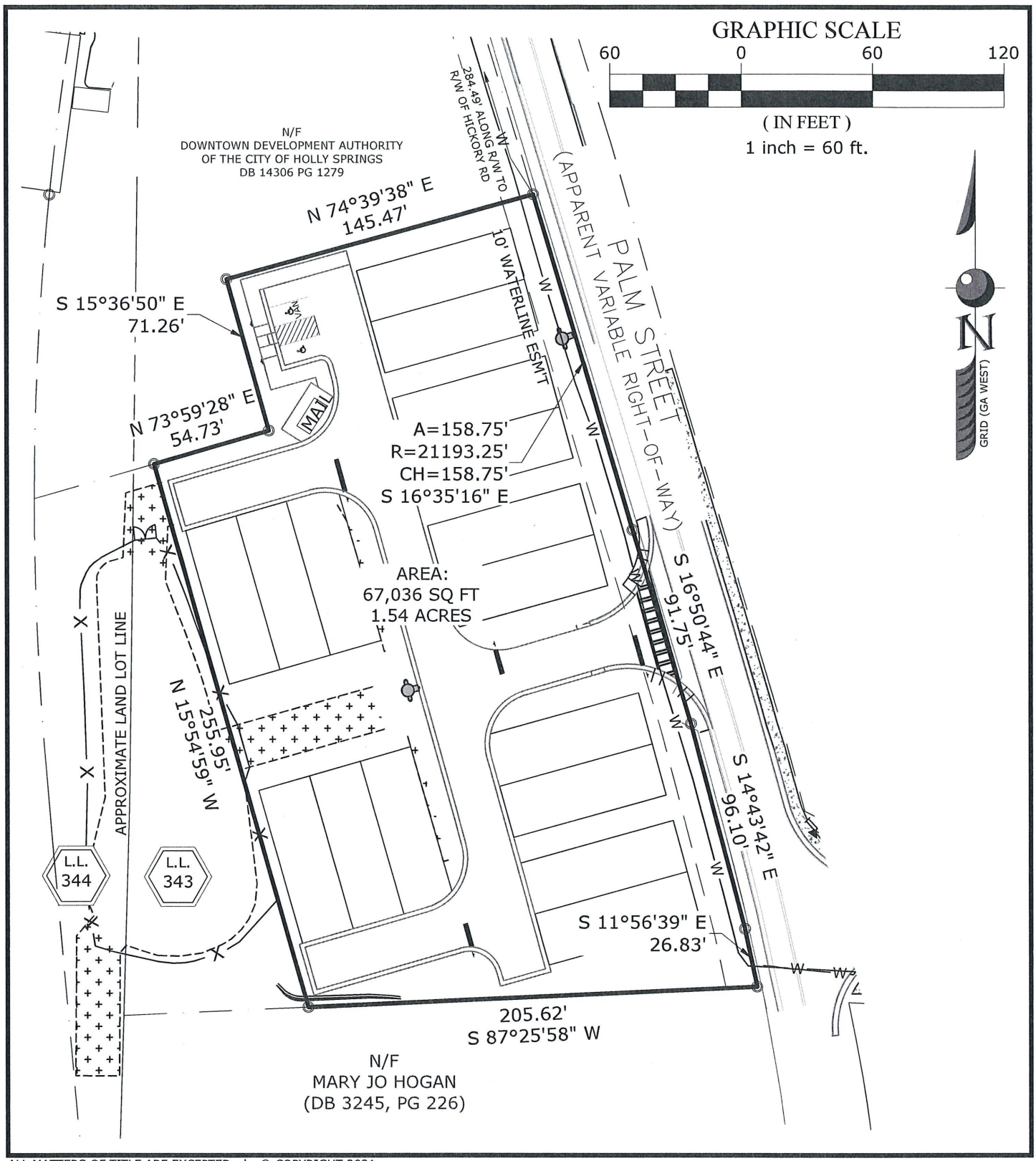
PROPOSED PROPERTY LINE EXHIBIT FOR:

CITY OF HOLLY SPRINGS DOWNTOWN DEVELOPMENT

LOCATED IN:

LAND LOT 343 OF THE 15TH DISTRICT, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

Proj. No.:	1076-17-210
Surveyed By:	N/A
Field Date:	N/A
Drafted By:	C CAVITT
Issue Date:	10/06/21



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PROPOSED PROPERTY LINE EXHIBIT FOR:

CITY OF HOLLY SPRINGS DOWNTOWN DEVELOPMENT

LOCATED IN:

LAND LOT 343 OF THE 15TH DISTRICT, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

Proj. No.:	1076-17-210
Surveyed By:	N/A
Field Date:	N/A
Drafted By:	C CAVITT
Issue Date:	10/06/21

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

ADDITIONAL PURCHASE PRICE

PREPARED BY AND RETURN TO:
Lueder, Larkin & Hunter, LLC
Attn: Brendan R. Hunter
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005

MEMORANDUM OF AGREEMENT

ADDITIONAL PURCHASE PRICE

This Memorandum of Agreement – Additional Purchase ("**Memorandum**") is entered into this ___ day of _____, 20____, by and between **HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY** ("**Seller**"), and **STONECREST HOMES GA, LLC, a Georgia limited liability company** ("**Purchaser**").

RECITALS

A. Seller is the owner, in fee simple title, of certain lots located in Cherokee County, Georgia, which lots are more particularly described on **Exhibit "A"** attached hereto (each, a "**Lot**" and collectively the "**Lots**").

B. Seller and Purchaser have entered into that certain unrecorded AGREEMENT FOR SALE AND PURCHASE OF LOTS dated as of _____, 20___ (the "**Agreement**"), pursuant to which Seller agreed to sell and convey the Lots to Purchaser, and Purchaser agreed to purchase and acquire the Lots from Seller upon the terms and conditions set forth therein.

C. A portion of the purchase price for the Lots will be paid upon the sale of the Lot and Home to a Homebuyer.

D. Seller and Purchaser desire to execute this Memorandum and cause it to be recorded in Cherokee County, Georgia land records for the purpose of memorializing the Agreement and to provide third parties with notice of the Agreement and Seller's right to collect the "Additional Purchase Price," as such term is defined in the Agreement, from Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby acknowledge and agree that some, though not all, of the terms of the Agreement are as follows:

1. Pursuant to the Agreement and this Memorandum, Seller has agreed to sell and convey Lots to Purchaser and Purchaser has agreed to purchase and acquire such Lots from Seller upon the terms and conditions set forth in the Agreement.

2. Purchaser has agreed to pay to Seller the "Additional Purchase Price" at the time a Home is sold to a Homebuyer as more fully described in Paragraph 2(b) of the Agreement.

3. The failure of Seller to receive from Purchaser payment of the Additional Purchase Price when due shall entitle Seller to exercise all of its rights and remedies under the Agreement at law or in equity.

4. This Memorandum is not an agreement between Seller and Purchaser, but rather, is to give notice of the Agreement and does not supersede, diminish, add to, or change the terms of the Agreement. Reference should be made to the Agreement for all terms, covenants, and conditions with respect to the Additional Purchase Price.

5. This Memorandum shall terminate and be of no further force or effect with respect to any Lot upon the payment of the Additional Purchase Price for such Lot by Purchaser to Seller.

6. This Memorandum may be executed in two or more counterparts, and all of such counterparts when taken together shall constitute one and the same document.

7. Unless otherwise defined herein, all terms with their initial letter capitalized in this Memorandum shall have the same meanings herein as such terms are defined in the Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement – Additional Purchase Price as of the date first set forth above.

SELLER:

HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By:_____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

Signed, sealed and delivered in the presence of:

Attest:_____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

PURCHASER:

STONECREST HOMES GA, LLC

Signed, sealed and delivered in the presence of:

By:_____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED BY:

THE CITY OF HOLLY SPRINGS, GEORGIA

Signed, sealed and delivered in the presence of:

By: _____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

Signed, sealed and delivered in the presence of:

Attest: _____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED AS TO FORM BY:

ATTORNEY FOR THE CITY OF HOLLY SPRINGS, GEORGIA

Signed, sealed and delivered in the presence of:

By: _____
Name: _____

Title: _____

_____
Unofficial Witness

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the line dividing Land Lot 343 and 342 with the South variable right-of-way of Hickory Road; THENCE proceeding SOUTH 00 DEGREES 50 MINUTES 03 SECONDS WEST along said Land Lot Line a distance of 452.23 feet to a point; THENCE proceeding SOUTH 70 DEGREES 39 MINUTES 54 SECONDS WEST a distance of 261.63 feet to a point; THENCE proceeding SOUTH 77 DEGREES 53 MINUTES 54 SECONDS WEST a distance of 127.42 feet to a point; THENCE proceeding NORTH 67 DEGREES 37 MINUTES 03 SECONDS WEST a distance of 201.52 feet to a point; THENCE proceeding NORTH 00 DEGREES 50 MINUTES 28 SECONDS EAST a distance of 21.38 feet to a point; THENCE proceeding NORTH 68 DEGREES 27 MINUTES 25 SECONDS WEST a distance of 41.43 feet to a point on the variable right-of-way of Betty Barrett Way; THENCE along a curve to the left an arc length of 49.47 feet (said curve having a radius of 328.98 feet and a chord bearing of NORTH 34 DEGREES 30 MINUTES 31 SECONDS EAST and a chord distance of 49.42 feet) to a point; THENCE proceeding NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE proceeding NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE proceeding NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE proceeding NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE proceeding NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE proceeding NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE proceeding NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE along a curve to the left an arc length of 211.41 feet (said curve having a radius of 704.61 feet and a chord bearing of NORTH 69 DEGREES 28 MINUTES 05 SECONDS EAST and a chord distance of 210.62 feet) to a point; THENCE proceeding NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE proceeding NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.88 feet to a point and POINT OF BEGINNING.

Said parcel contains 214,238 Square Feet or 4.92 Acres.

Together with:

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EAST a distance of 21.04 feet to a point; THENCE along a curve to the right an arc length of 130.98 feet (said curve having a radius of 409.68 feet and a chord bearing of SOUTH 43 DEGREES 00 MINUTES 13 SECONDS WEST and a chord distance of 130.42 feet) to a point; THENCE proceeding NORTH 89 DEGREES 14 MINUTES 02 SECONDS WEST a distance of 12.34 feet to a point; THENCE proceeding SOUTH 59 DEGREES 54 MINUTES 25 SECONDS WEST a distance of 72.07 feet to a point; THENCE proceeding SOUTH 24 DEGREES 52 MINUTES 52 SECONDS WEST a distance of 14.27 feet to a point; THENCE along a curve to the right an arc length of 74.57 feet (said curve having a radius of 409.68 feet and a chord bearing of SOUTH 70 DEGREES 36 MINUTES 18 SECONDS WEST and a chord distance of 74.47 feet) to a point; THENCE proceeding SOUTH 75 DEGREES 38 MINUTES 25 SECONDS WEST a distance of 110.00 feet to a point; THENCE proceeding NORTH 63 DEGREES 10 MINUTES 30 SECONDS WEST a distance of 38.85 feet to a point and POINT OF BEGINNING.

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Together with:

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Said parcel contains 67,036 Square Feet or 1.54 Acres.

EXHIBIT "D"

ARCHITECTURAL PLANS AND SPECIFICATIONS

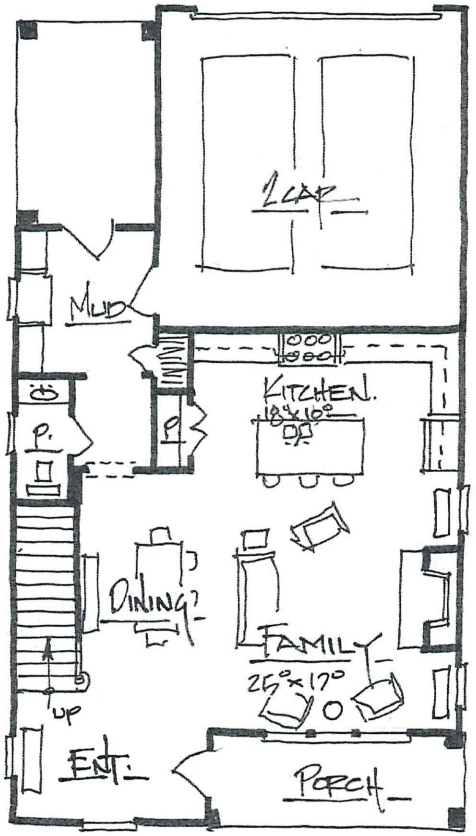
CITY HOMES



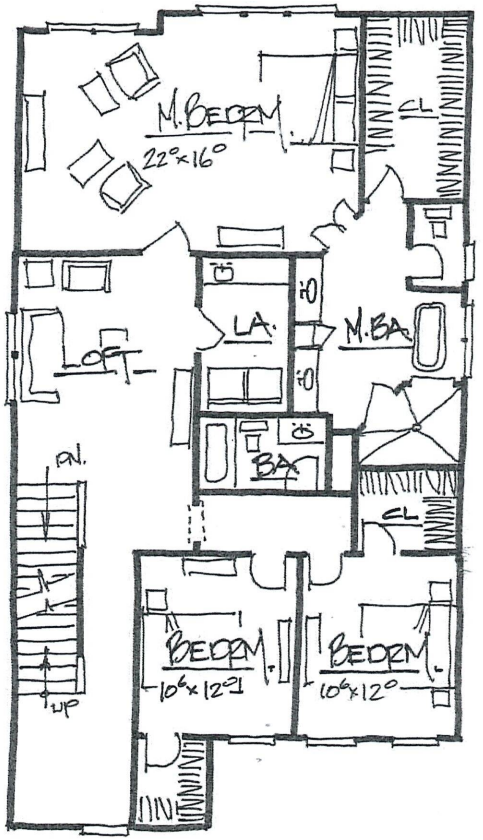
CITY HOMES



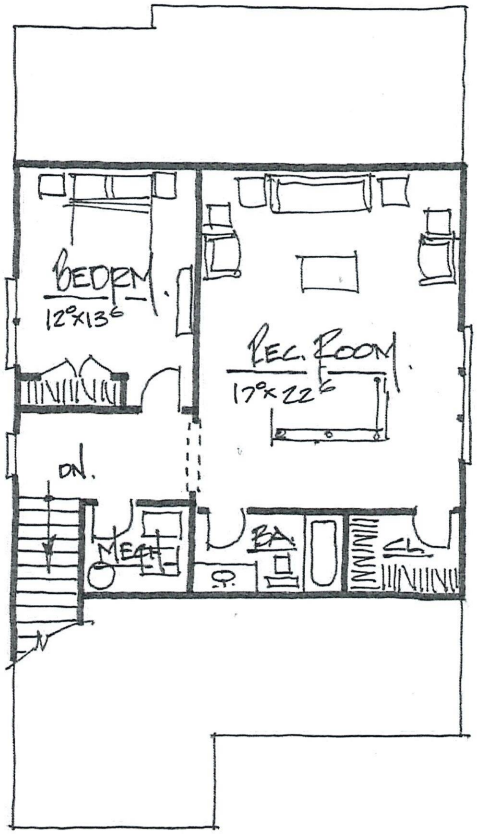
CITY HOMES



MAIN



UPPER



WALK-UP (OPTIONAL)

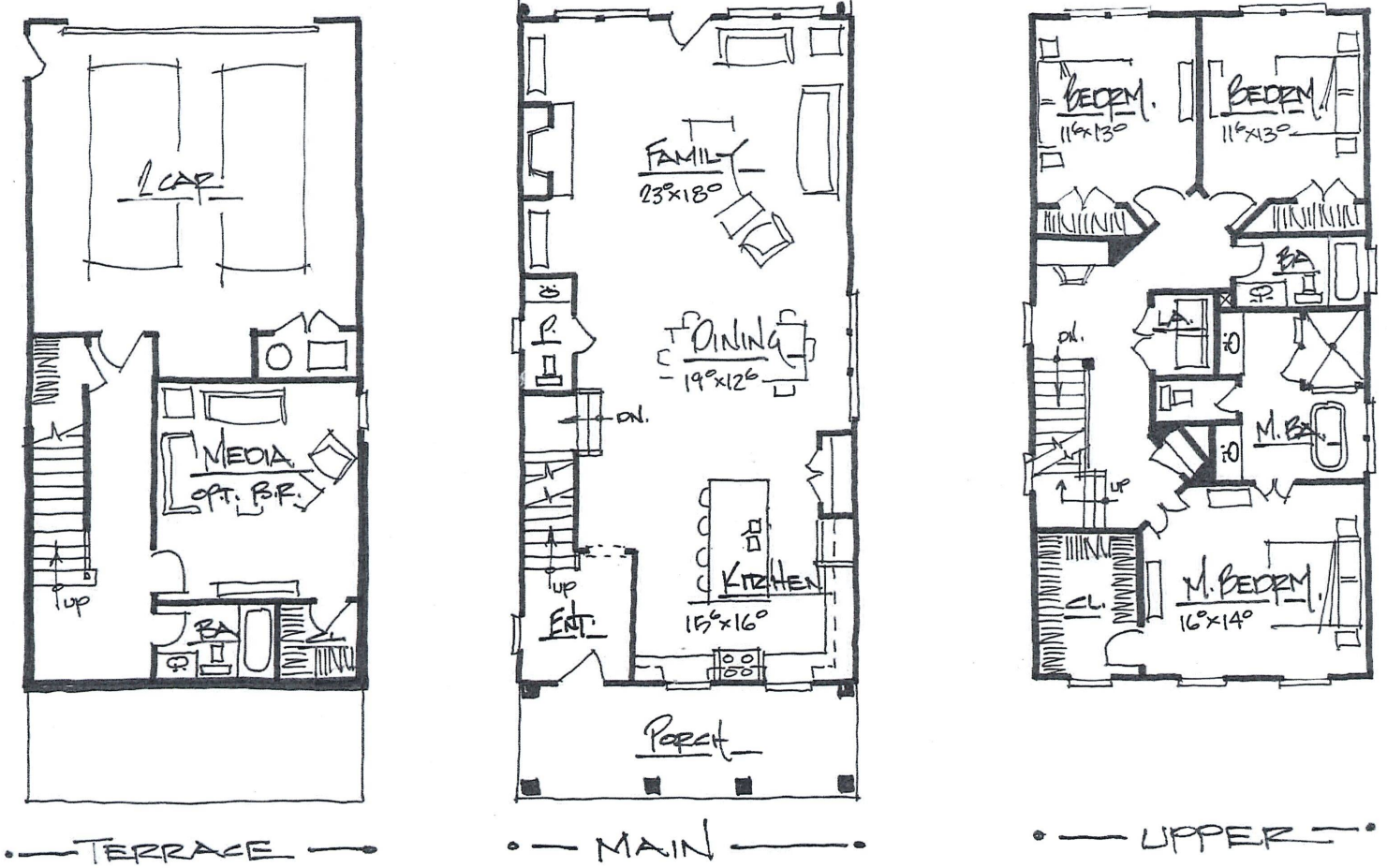
TOWN HOMES



TOWN HOMES



TOWN HOMES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MEDIA
OPT. B.R.
UP
BA
TERRACE
DECK
FAMIL
23'x18'
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DINING
19'x12'6"
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KITCHEN
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PORCH
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BEDRM.
11'6"x13'
BA
LA.
DN.
M. BA.
UP
CL.
M. BEDRM.
16'x14'
UPPER

EXHIBIT "E"

MEMORANDUM OF AGREEMENT

PREPARED BY AND RETURN TO:
Lueder, Larkin & Hunter, LLC
Attn: Brendan R. Hunter
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement ("**Memorandum**") entered into this ___ day of _____, 20___, **HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY** ("**Seller**"), and **STONECREST HOMES GA, LLC, a Georgia limited liability company** ("**Purchaser**"), hereby declare and agree as follows:

A. Seller is the owner of that certain real property located in Cherokee County, Georgia, and described on the attached **Exhibit "A"** ("**Lots**").

B. Seller and Purchaser have entered into an Agreement for Sale and Purchase of Lots dated as of _____, 20____ (the "**Agreement**") which, among other things, grants to Purchaser the right to purchase the Lots.

C. Seller and Purchaser desire to give actual and constructive notice to all persons interested in the Lots of the existence of the Agreement.

MEMORANDUM:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Purchaser's right to purchase the Lots pursuant to the terms of the Agreement shall continue in full force and effect unless such right is terminated with respect to the Lots in accordance with the terms and conditions of the Agreement.

3. All of the terms, conditions, and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date first set forth above.

SELLER:

HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By:_____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

Signed, sealed and delivered in the presence of:

Attest:_____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

PURCHASER:

STONECREST HOMES GA, LLC

Signed, sealed and delivered in the presence of:

By:_____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED BY:

THE CITY OF HOLLY SPRINGS, GEORGIA

Signed, sealed and delivered in the presence of:

By: _____
Name: _____

_____
Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

Signed, sealed and delivered in the presence of:

Attest: _____
Name: _____

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Unofficial Witness

Title: _____

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED AS TO FORM BY:

ATTORNEY FOR THE CITY OF HOLLY SPRINGS, GEORGIA

Signed, sealed and delivered in the presence of:

By: _____
Name: _____

Title: _____

_____
Unofficial Witness

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Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

EXHIBIT A

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Said parcel contains 214,238 Square Feet or 4.92 Acres.

Together with:

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the Northeasterly variable right-of-way of Palm Street and the Northwesterly variable right-of-way of Betty Barrett Way; THENCE along a curve to the left an arc length of 55.65 feet (said curve having a radius of 1584.45 feet and a chord bearing of NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST and a chord distance of 55.65 feet) to a point; THENCE proceeding NORTH 16 DEGREES 37 MINUTES 37 SECONDS WEST a distance of 153.89 feet to a point; THENCE proceeding NORTH 15 DEGREES 57 MINUTES 42 SECONDS WEST a distance of 106.74 feet to a point; THENCE proceeding NORTH 74 DEGREES 29 MINUTES 15 SECONDS EAST a distance of 142.30 feet to a point; THENCE proceeding SOUTH 10 DEGREES 23 MINUTES 56 SECONDS EAST a distance of 108.00 feet to a point; THENCE proceeding NORTH 15 DEGREES 27 MINUTES 38 SECONDS EAST a distance of 102.71 feet to a point; THENCE proceeding SOUTH 67 DEGREES 44 MINUTES 28 SECONDS EAST a distance of 188.19 feet to a point; THENCE proceeding SOUTH 60 DEGREES 16 MINUTES 08 SECONDS EAST a distance of 127.84 feet to a point; THENCE proceeding SOUTH 00 DEGREES 54 MINUTES 40 SECONDS

EAST a distance of 21.04 feet to a point; THENCE along a curve to the right an arc length of 130.98 feet (said curve having a radius of 409.68 feet and a chord bearing of SOUTH 43 DEGREES 00 MINUTES 13 SECONDS WEST and a chord distance of 130.42 feet) to a point; THENCE proceeding NORTH 89 DEGREES 14 MINUTES 02 SECONDS WEST a distance of 12.34 feet to a point; THENCE proceeding SOUTH 59 DEGREES 54 MINUTES 25 SECONDS WEST a distance of 72.07 feet to a point; THENCE proceeding SOUTH 24 DEGREES 52 MINUTES 52 SECONDS WEST a distance of 14.27 feet to a point; THENCE along a curve to the right an arc length of 74.57 feet (said curve having a radius of 409.68 feet and a chord bearing of SOUTH 70 DEGREES 36 MINUTES 18 SECONDS WEST and a chord distance of 74.47 feet) to a point; THENCE proceeding SOUTH 75 DEGREES 38 MINUTES 25 SECONDS WEST a distance of 110.00 feet to a point; THENCE proceeding NORTH 63 DEGREES 10 MINUTES 30 SECONDS WEST a distance of 38.85 feet to a point and POINT OF BEGINNING.

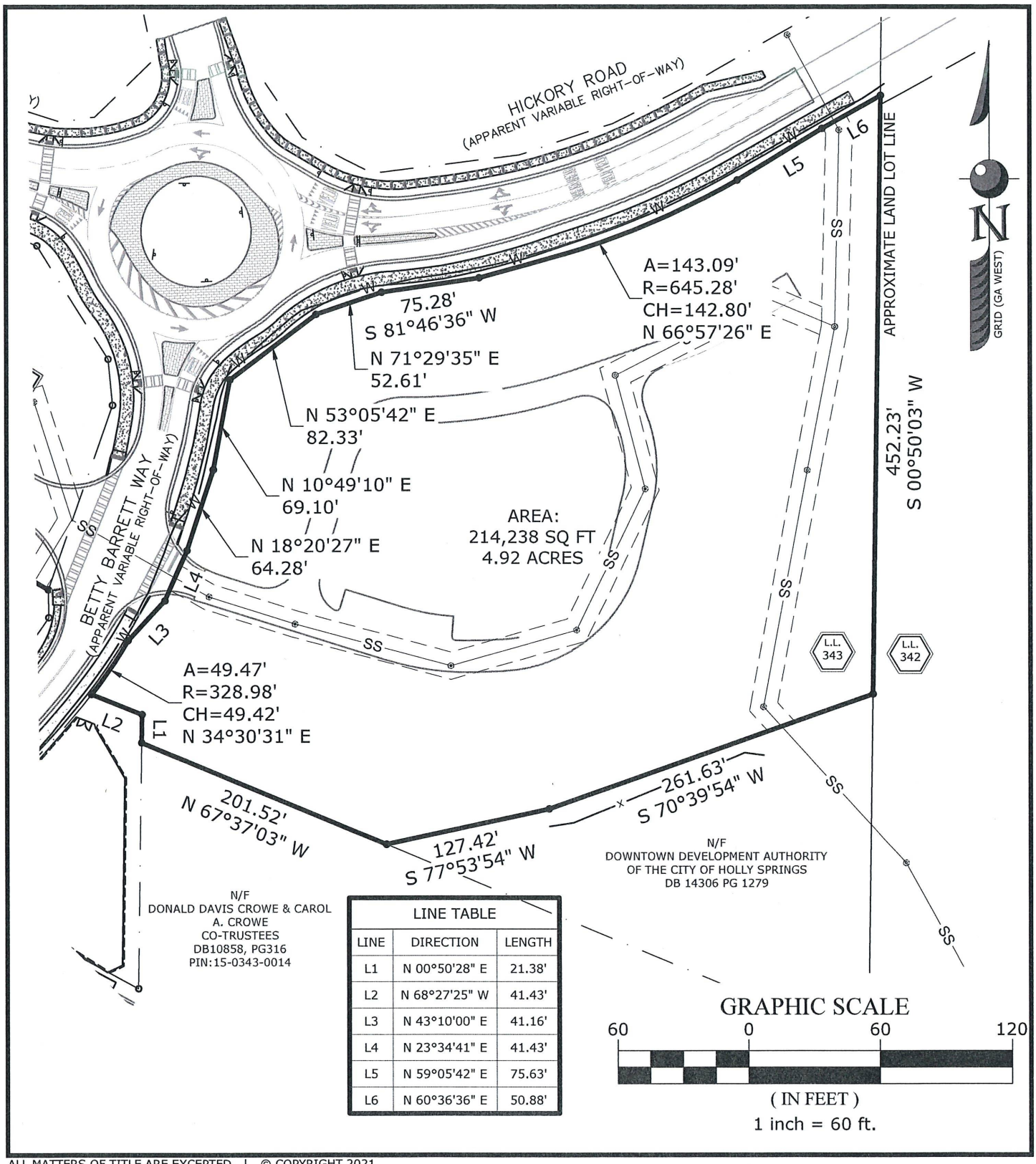
Said parcel contains 104,750 Square Feet or 2.40 Acres.

Together with:

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point on the Southwesterly Palm Street as measured 284.49 feet Southeasterly from the variable right-of-way of Hickory Road; THENCE along a curve to the right an arc length of 158.75 feet (said curve having a radius of 21,193.25 feet and a chord bearing of SOUTH 16 DEGREES 35 MINUTES 16 SECONDS EAST and a chord distance of 158.75 feet) to a point; THENCE proceeding SOUTH 16 DEGREES 50 MINUTES 44 SECONDS EAST a distance of 91.75 feet to a point; THENCE proceeding SOUTH 14 DEGREES 43 MINUTES 42 SECONDS EAST a distance of 96.10 feet to a point; THENCE proceeding SOUTH 11 DEGREES 56 MINUTES 39 SECONDS EAST a distance of 26.83 feet to a point; THENCE proceeding SOUTH 87 DEGREES 25 MINUTES 58 SECONDS WEST a distance of 205.62 feet to a point; THENCE proceeding NORTH 15 DEGREES 54 MINUTES 59 SECONDS WEST a distance of 255.95 feet to a point; THENCE proceeding NORTH 73 DEGREES 59 MINUTES 28 SECONDS EAST a distance of 54.73 feet to a point; THENCE proceeding NORTH 15 DEGREES 36 MINUTES 50 SECONDS WEST a distance of 71.26 feet to a point; THENCE proceeding NORTH 74 DEGREES 39 MINUTES 38 SECONDS EAST a distance of 145.47 feet to a point and POINT OF BEGINNING.

Said parcel contains 67,036 Square Feet or 1.54 Acres.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°50'28" E	21.38'
L2	N 68°27'25" W	41.43'
L3	N 43°10'00" E	41.16'
L4	N 23°34'41" E	41.43'
L5	N 59°05'42" E	75.63'
L6	N 60°36'36" E	50.88'

ALL MATTERS OF TITLE ARE EXCEPTED | © COPYRIGHT 2021

SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

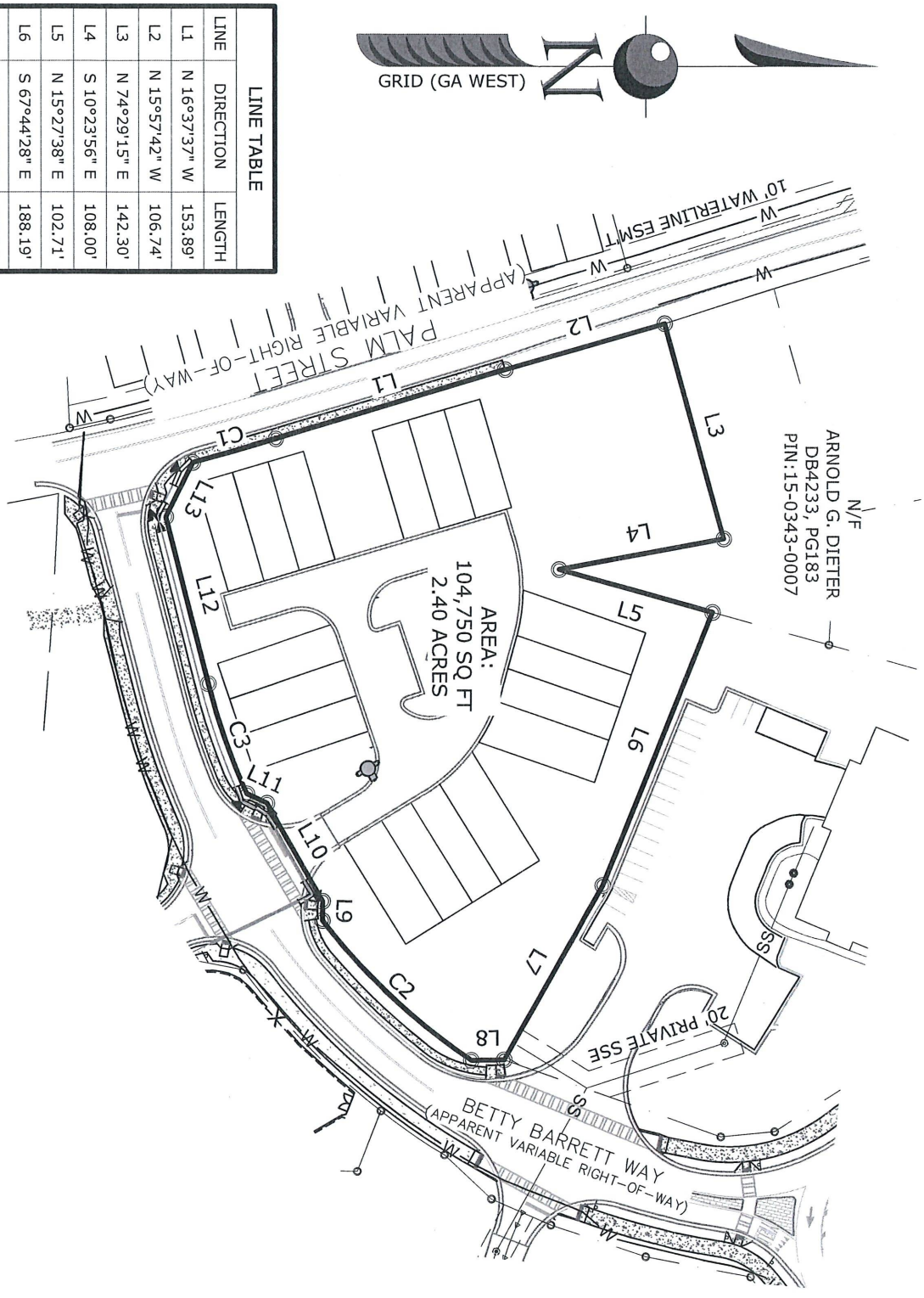
PROPOSED PROPERTY LINE EXHIBIT FOR:

CITY OF HOLLY SPRINGS DOWNTOWN DEVELOPMENT

LOCATED IN:

LAND LOT 343 OF THE 15TH DISTRICT, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

Proj. No.:	1076-17-210
Surveyed By:	N/A
Field Date:	N/A
Drafted By:	C CAVITT
Issue Date:	10/06/21



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 16°37'37" W	153.89'
L2	N 15°57'42" W	106.74'
L3	N 74°29'15" E	142.30'
L4	S 10°23'56" E	108.00'
L5	N 15°27'38" E	102.71'
L6	S 67°44'28" E	188.19'
L7	S 60°16'08" E	127.84'
L8	S 00°54'40" E	21.04'
L9	S 89°14'02" E	12.34'
L10	S 59°54'25" W	72.07'
L11	S 24°52'52" W	14.27'
L12	S 75°38'25" W	110.00'
L13	N 63°10'30" W	38.85'

GRAPHIC SCALE

100 0 100 200

(IN FEET)

1 inch = 100 ft.

CURVE TABLE				
CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C1	55.65'	1584.45'	55.65'	N 15°37'14" W
C2	130.98'	409.68'	130.42'	S 43°00'13" W
C3	74.57'	409.68'	74.47'	S 70°36'18" W

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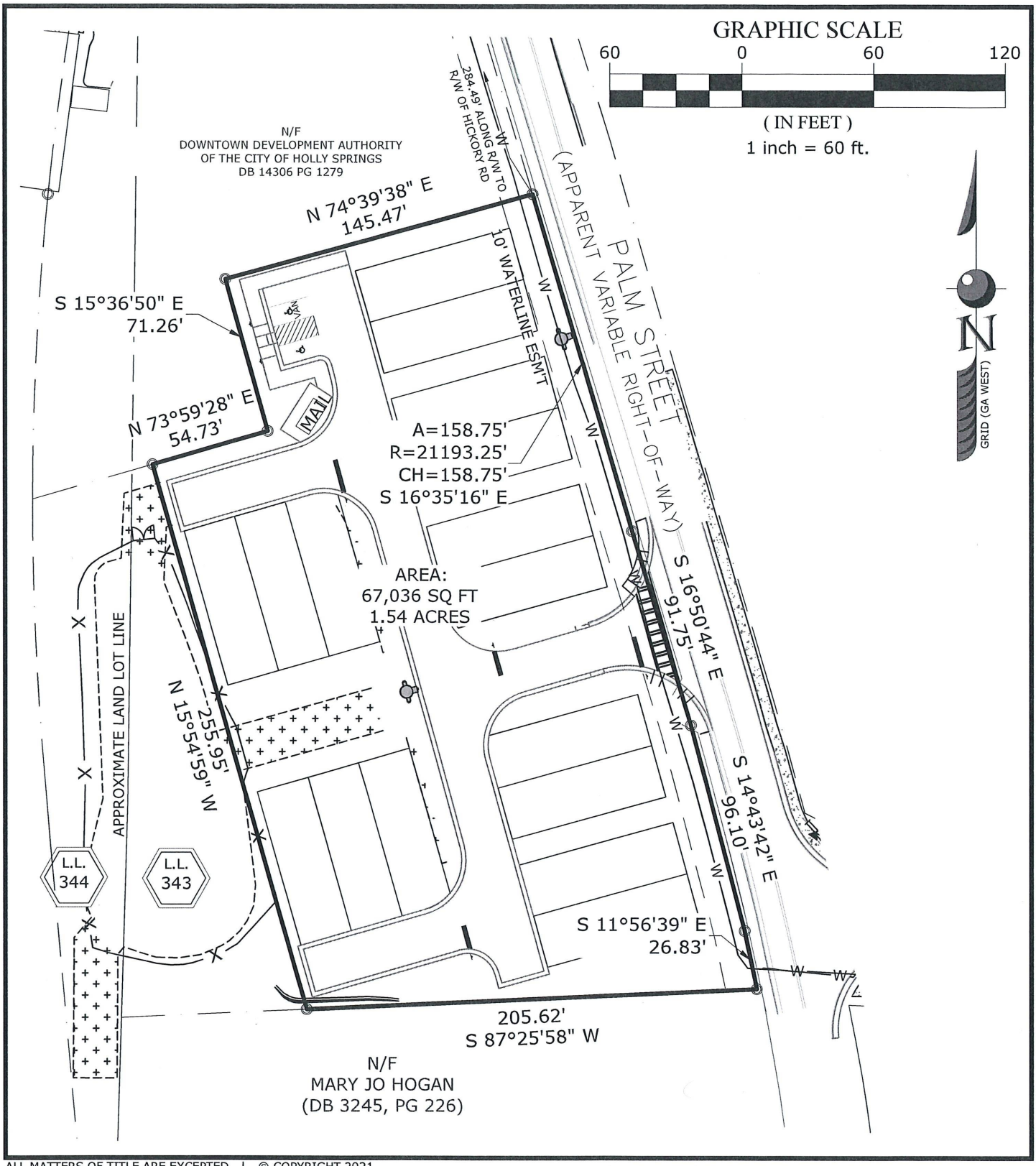

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Issue Date:	10/06/21

SOUTHEASTERN ENGINEERING. INC.

2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made on December 10, 2021 by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

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

PROJECT NAME: Holly Springs Town Post Award

SCOPE OF SERVICES



Task 1 – LiDAR Topography Update

A LiDAR as-built topographic survey will be performed on the approximately **52** acre area indicated as the project area. This task will be accomplished using Network RTK, Horizontal projection will be Georgia State Plane (NAD83-2011 Datum) and NAVD88 vertical datum. Operating within the laws concerning commercial UAVs, these tracts will be flown at low altitude utilizing LiDAR to produce a point cloud suitable to produce a 1' contour map of the project area. The point cloud nodes shall contain adequate points on bare earth to produce this accuracy to meet ASPRS QL1 accuracy for LiDAR data. The flight date will be coordinated to allow personnel availability and good weather for flying per *14CFR, part 107.51 (c,d)*.

Contours shown will be based on average elevations taken in a grid pattern to ensure that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to Georgia Technical Standards for Property Surveys. A bare earth model (DTM) and a .DXF format file of 1' contours will be produced as a final deliverable.

On the same day as the above contour mapping, a second UAV will take a collection of nadir photographs and a digital ortho-mosaic of the site area will be generated. The pixels contained in the ortho-mosaic will have a horizontal accuracy of 3 cm per pixel and is useful for delineating any photo recognizable features like tree lines, paved edges, utilities, clearings, etc.

SEI will perform surveyed random checks throughout the project areas to ensure the elevations are suitable for their intended purpose. This data will be used to assemble an updated base topography for the site that will be used in volume calculations and future design of the town center project.

City of Holly Springs shall hold SEI harmless for any damage or liability resulting from the operation of the UAV.

Task 2 – Construction Document Revisions

This task is intended for services related to the iterative process with Walton and the City of Holly Springs on continuing designs related to the City Center. Specifically, SEI will prepare:

- Revisions to the industrial roadway's alignment, profile, grading plan, cross sections, and utilities to support an at grade crossing with railroad and resulting fill material.
- Town Center site plan revisions (to include all grading, utility, hydrologic, E&SC, etc.) associated with maximizing development footprint based on new industrial road location and elevation
- Town Center site plan revisions incorporating revisions to "Issued for Construction" set so as to incorporate Walton's current schematic plan set changes. Revision to include all grading, utility, hydraulic, E&SC, etc changes.

Deliverable is a contractor issued Construction Revision.

If it is determined that any plan changes mentioned above require a LDP permit revision a separate addendum will be provided for that work.

Task 3 – Parking Study Update

SEI will update the previously prepared parking study for the Holly Springs Town Center. This update will take into account the revised unit count for the apartments, the addition of the Restaurant/Brewery, and additional retail space. The deliverable will include a detailed breakdown of required parking spaces by specific use with the Town Center along with shared parking options, and special event requirements

COMPENSATION

Please initial all authorized tasks below:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
***Task 1* –LiDAR Topography Update**	**$12,000**	***Monthly, % Complete of Lump Sum***	*client initial*
***Task 2* – Construction Document Revisions**	**$35,000**	***Monthly, % complete of Allowance***	*client initial*
***Task 3* – Parking Study Update**	***$4,000***	***Monthly, % Complete of Lump Sum***	*client initial*
Direct Expenses – Incurred by SEI		***Itemized on Invoice***	*client initial*

Initials_____/_____

Client / SEI

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and the design/survey agreement between the City of Holly Springs and SEI.

CLIENT		SOUTHEASTERN ENGINEERING, INC.	
Signed		Signed	
Name (Typed)		Name (Typed)	Chad Epple
TITLE		TITLE	V-President
DATE		DATE	12/16/21

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

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

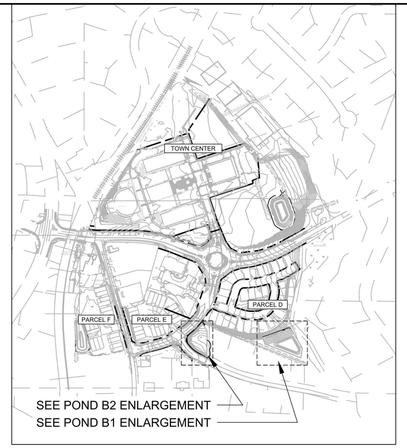
Initials_____/_____
Client / SEI

ATTACHMENT B

HOURLY RATE SCHEDULE:
Services shall be invoiced according to the following rates:

Environmental Personnel:	**Rates per Hour**
Environmental Scientist 1:	$ 85.00
Environmental Services Manager:	$ 125.00
Planning and Landscape Architecture Personnel:	
Administrative:	$ 60.00
Technician:	$ 60.00
Land Planner:	$ 125.00
Landscape Architect:	$ 125.00
Engineering Personnel:	
Administrative:	$ 60.00
Technician:	$ 60.00
LiDAR/GIS Technician:	$ 60.00
Remote Sensing Specialist:	$ 110.00
Designer I:	$ 75.00
Designer II:	$ 95.00
Designer III:	$ 115.00
Engineer I:	$ 90.00
Engineer II:	$ 110.00
Engineer III:	$ 135.00
Project Manager:	$ 155.00
Senior Project Manager:	$ 175.00
Project Controls Manager:	$ 115.00
Director/Principal:	$ 250.00
Hourly* Surveying Personnel:	
Field Crew: (1 Man)	$ 100.00
Field Crew: (2 Man)	$ 160.00
Field Crew: (3 man)	$ 205.00
Survey Technician 1:	$ 80.00
Survey Technician 2:	$ 90.00
Survey Technician 3:	$ 105.00
Administrative:	$ 60.00
**Overtime rates = 1.5 x standard rates*	
Salary Surveying Personnel (Overtime Exempt):	
Survey Division Manager: (PLS)	$ 175.00
Project Manager: (PLS)	$ 140.00
Associate Project Manager: (LSIT)	$ 115.00
Field Coordinator:	$ 110.00

Initials_____/_____
Client / SEI



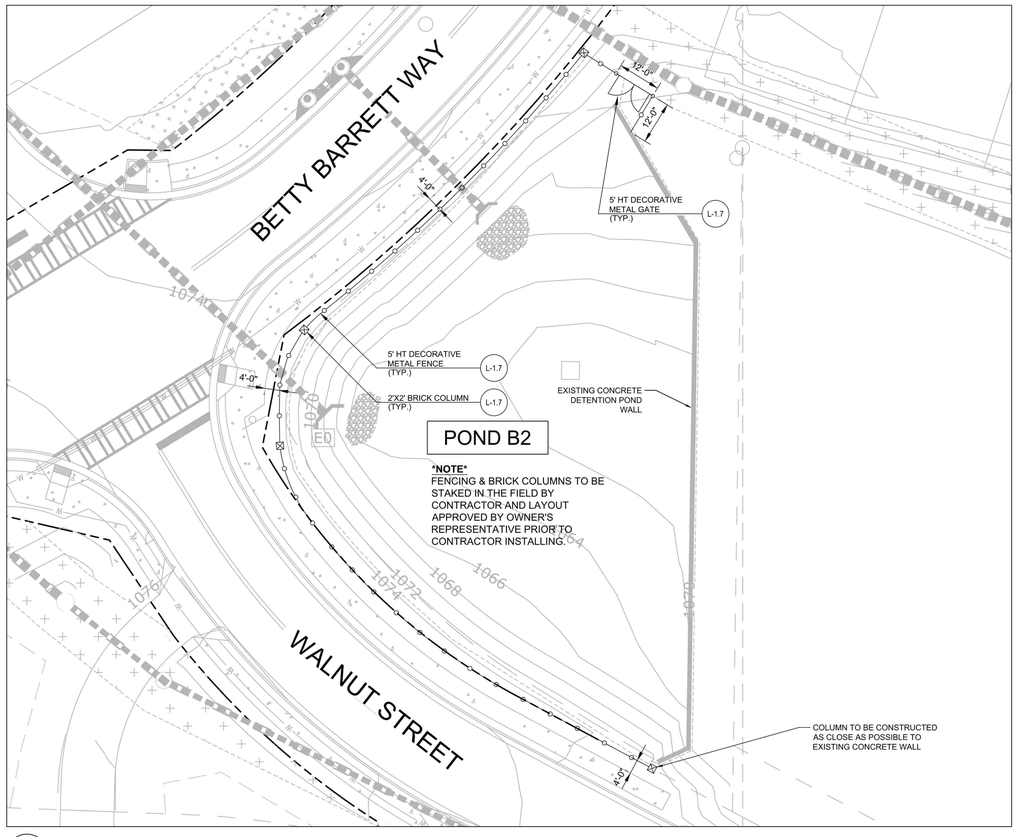
VICINITY MAP
NOT TO SCALE

PLANT SCHEDULE POND B2						
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	TDU	
	48	ILEX X ATTENUATA `SAVANNAH` / SAVANNAH HOLLY MIN. 8` HEIGHT	B & B	2"CAL	.4	
	3	MAGNOLIA GRANDIFLORA `D.D. BLANCHARD` TM / SOUTHERN MAGNOLIA FULL TO GROUND	B & B	2"CAL	.4	
	7	QUERCUS LYRATA / OVERCUP OAK	B & B	3"CAL	.5	
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE			SPACING
	9	GELSEMIUM SEMPERVIRENS `CAROLINA` / YELLOW JESSAMINE	3 GAL			24" o.c.
	109	LOROPETALUM CHINENSE RUBRUM `PIILC-I` TM / CRIMSON FIRE FRINGE FLOWER	3 GAL			36" o.c.

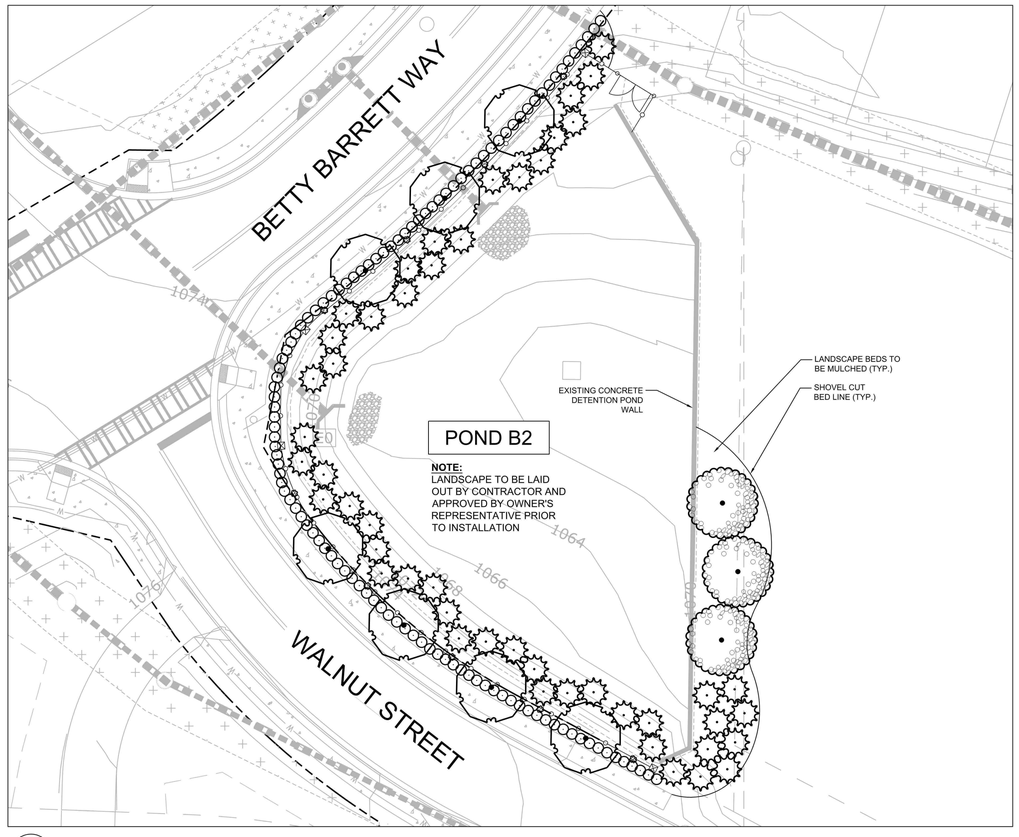
CRITICAL NOTE:
LANDSCAPE PLAN INDICATES DIAGRAMMATIC LOCATIONS ONLY. PLANTS ARE TO BE BROUGHT TO THE SITE AND SET IN GENERAL LOCATION, (NOT INSTALLED), AS INDICATED ON THE LANDSCAPE PLAN(S). LANDSCAPE ARCHITECT TO APPROVE PLANT LAYOUT PRIOR TO ACTUAL INSTALLATION. **IF PLANTS ARE INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S REVIEW, ALL PLANTS WILL HAVE TO BE REPLANTED AT NO ADDITIONAL COSTS TO THE OWNER.** CONTRACTOR TO COORDINATE SCHEDULE FOR REVIEW WITH LANDSCAPE ARCHITECT (48 HOUR NOTICE MINIMUM). **NO PORTION OF THE CONTRACTOR'S PAY APPLICATION WILL BE APPROVED FOR LANDSCAPING UNTIL THE LANDSCAPE ARCHITECT HAS SIGNED OFF ON THE PLANT INSTALLATION.**

GENERAL LANDSCAPE NOTES:

1. WARRANTY: ALL PLANTS SHALL BE WARRANTED TO REMAIN ALIVE, HEALTHY, AND IN THRIVING CONDITION FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE
2. PLANTS SHALL MEET DOT SPECIFICATIONS AND AMERICAN STANDARD FOR NURSERY STOCK STANDARDS.
3. PLANTS SHALL BE SPECIMEN QUALITY. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED WHEN IN LEAF.
4. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
5. SHADE TREES SHALL BE STRAIGHT UNLESS OTHERWISE SPECIFIED
6. PLANTS SHALL BE SUBJECT TO REVIEW BY LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
7. PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.
8. BE FAMILIAR WITH UNDERGROUND UTILITIES BEFORE DIGGING. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE OF UTILITY LINES.
9. PROVIDE SHOVEL-CUT TRENCH AT SHRUB BEDS IN LAWN AREAS UNLESS OTHERWISE NOTED.
10. PROVIDE 3" THICKNESS MULCH AT ALL PLANTS AND PLANTING BEDS. MULCH MUST BE 3" THICK AT TIME OF FINAL WALK-THROUGH. MULCH IN SHRUB AND TREE PLANTING BEDS SHALL BE PINE STRAW UNLESS OTHERWISE NOTED. MULCH IN GROUNDCOVER BEDS TO BE PINE STRAW UNLESS OTHERWISE NOTED. MULCH SAMPLE IS TO BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION. MULCH IS TO BE REPLACED AT CONTRACTOR'S OWN EXPENSE IF LAID PRIOR TO APPROVAL.
11. MAINTENANCE WORK SHALL BE PERFORMED UNTIL DATE OF FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE.
12. CONTRACTOR'S PRICES SHALL INCLUDE ALL LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK, I.E. MULCH, PLANTING, SOIL MIX, WOOD AND WIRE STAKING MATERIAL, ETC.
13. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWING SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE OWNER'S REPRESENTATIVE ASSUMES NO LIABILITY FOR OMISSION OR ERRORS. HIS ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.
14. WHERE LANDSCAPING AREAS ADJOIN GRASSED RIGHTS-OF-WAY, SUCH AREAS SHALL BE CONSIDERED PART OF THE LANDSCAPED AREA FOR PURPOSES OF MAINTENANCE. AS OF COMPLETION OF SITE IMPROVEMENTS, THE PROPERTY OWNER SHALL HAVE AN IMPLIED EASEMENT OF THE RIGHT-OF-WAY EXTENDING FROM THE SITE TO THE ROAD PAVEMENT IN ORDER TO COMPLETE THE REQUIRED MAINTENANCE.
15. CONTRACTOR TO PROVIDE WATERING TO ALL PROPOSED LANDSCAPING THROUGHOUT THE WARRANTY PERIOD TO INSURE SURVIVABILITY..



L1.1 POND B2 - SITE PLAN
1" = 20'



L1.1 POND B2 - LANDSCAPE PLAN
1" = 20'

1" = 20'
20 10 0 20 40
SCALE IN FEET

GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.

ENGINEER:
FORESITE group
Foresite Group, LLC
3740 Davinci Ct.
Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:
HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY / CITY OF HOLLY SPRINGS
3237 HOLLY SPRINGS PARKWAY
CANTON, GA. 30142
CONTACT: (770) 345-5533 ROB LOGAN

PROJECT:
HOLLY SPRINGS TOWN CENTER
POND B1 & B2 FENCING & LANDSCAPE
LL# 306 & 343, 15TH DISTRICT, TAX ID# 15-0343-0002

REVISIONS	DATE
APPROVED PER EMAIL FROM JACKIE BERTRAM	01/18/2021

PROJECT MANAGER:	JMB
DRAWING BY:	KCN
JURISDICTION:	HOLLY SPRINGS, GA
DATE:	05/03/2021
SCALE:	1" = 20'
TITLE:	

POND B2 FENCING & LANDSCAPE PLAN

SHEET NUMBER: L1.1

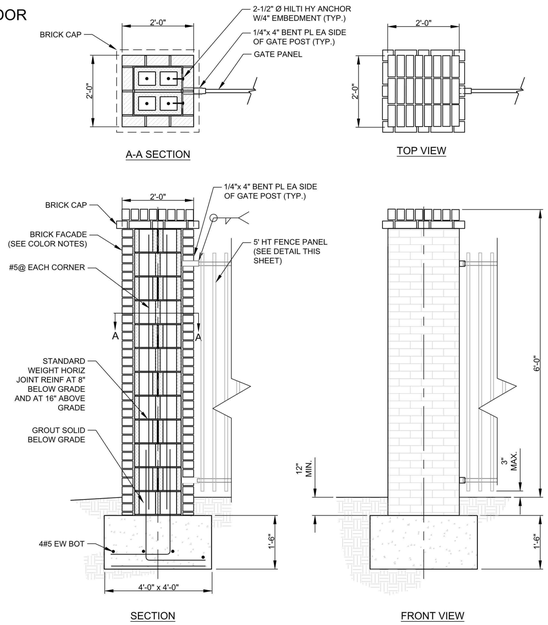
COMMENTS: NOT RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER: 1362.001

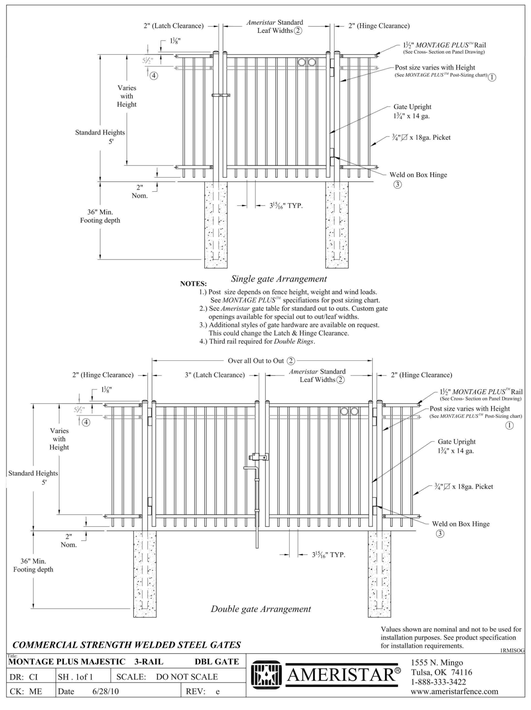
P:\1362.001 HOLLY SPRINGS TOWN CENTER\DWG - POND PLANTING\L-1 LANDSCAPE PLAN.DWG Plotted on: 5/3/2021 5:48:20 PM By: JONATHAN BULLARD Sheet Scale: 1" = 1'

BRICK COLOR:
OLD GEORGIAN TUDOR

MORTAR COLOR:
ANTIQUE IVORY



L2.0 BRICK COLUMN (6'x24"x24")
NTS



NOTES:
1.) Post size depends on fence height, weight and wind loads. See *MONTAGE PLUS™* specifiations for post sizing chart.
2.) See *Ameristar* gate table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
3.) Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.
4.) Third rail required for *Double Rings*.

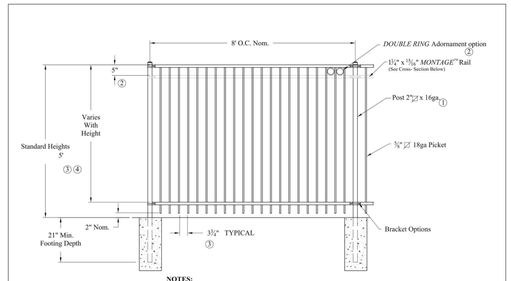
COMMERCIAL STRENGTH WELDED STEEL GATES

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.
RMISOG

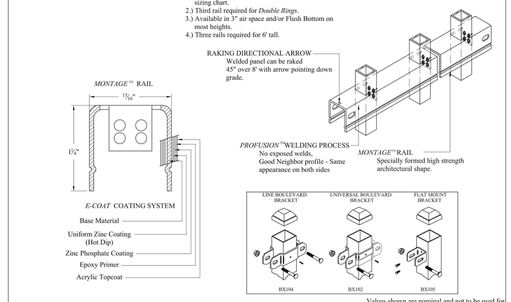
MONTAGE PLUS MAJESTIC 3-RAIL		DBL GATE
DR: CI	SH . 1of 1	SCALE: DO NOT SCALE
CK: ME	Date 6/28/10	REV: e

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

L2.0 5' HT DECORATIVE METAL DOUBLE GATE (MONTAGE MAJESTIC 3-RAIL, 12' WIDE)
NOT TO SCALE



NOTES:
1.) Post size depends on fence height and wind loads. See *MONTAGE™* specifications for post sizing chart.
2.) Third rail required for *Double Rings*.
3.) Available in 3" air space and/or Flush Bottom on most heights.
4.) Three rails required for 6' tall.



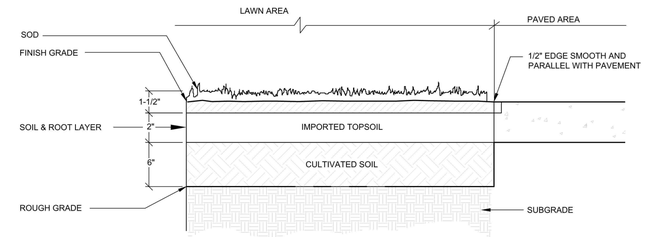
RESIDENTIAL WELDED STEEL PANEL
PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.
RMISO

MONTAGE MAJESTIC 3-RAIL		
DR: CI	SH . 1of 1	SCALE: DO NOT SCALE
CK: ME	Date 7-19-11	REV: e

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

L2.0 5' HT DECORATIVE METAL FENCING (MONTAGE MAJESTIC 3-RAIL)
NOT TO SCALE

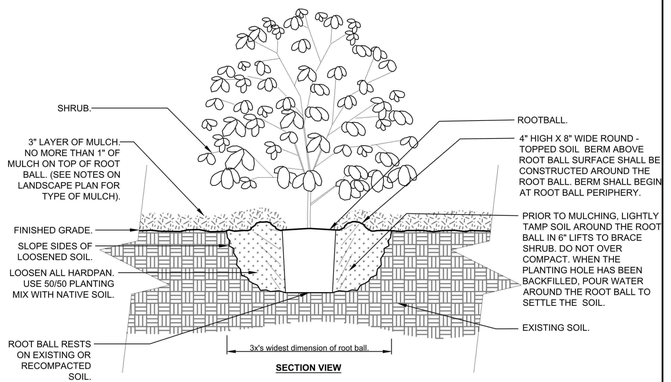


SODDING PROCEDURE:
1. PREPARE FINISH GRADE (AS PER SPECIFICATIONS)
2. APPLY LIME & FERTILIZER & ROTO-TIL (AS PER SOIL TEST)
3. LAY SOD & WATER THOROUGHLY

NOTE: INSTALL SOD SO THAT TOP OF SOIL AND ROOT LAYER IS LEVEL WITH TOP OF PAVEMENT.

1 SOD INSTALLATION
NOT TO SCALE

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
0002-01



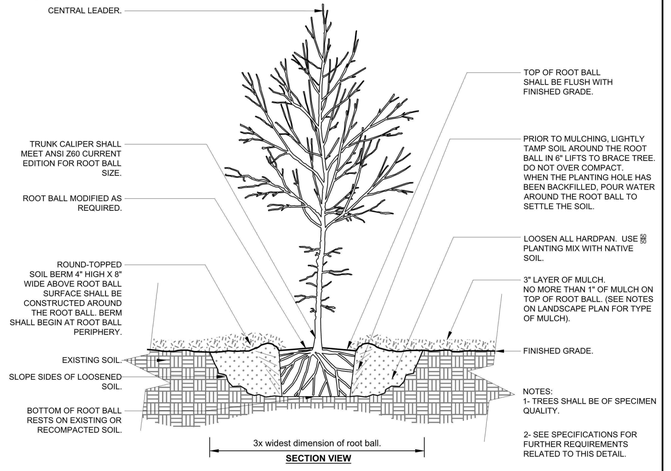
SECTION VIEW

NOTES:
1- SHRUBS SHALL BE OF SPECIMEN QUALITY.

2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

2 SHRUB PLANTING
3/4" = 1'-0"

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
0001-01



SECTION VIEW

NOTES:
1- TREES SHALL BE OF SPECIMEN QUALITY.

2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

3 TREE PLANTING
1/2" = 1'-0"

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OPEN SOURCE FREE TO USE
0000-01

ENGINEER:
FORESITE group
Foresite Group, LLC
3740 Davinci Ct.
Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:
HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY / CITY OF HOLLY SPRINGS
3237 HOLLY SPRINGS PARKWAY
CANTON, GA. 30142
(770) 345-5533
CONTACT: ROB LOGAN

PROJECT:
HOLLY SPRINGS TOWN CENTER
POND B1 & B2 FENCING & LANDSCAPE
LL# 306 & 343, 15TH DISTRICT, TAX ID# 15-0343-0002

REVISIONS	DATE
APPROVED PER EMAIL FROM JACKIE BERTRAM	01/18/2021

PROJECT MANAGER:	JMB
DRAWING BY:	KCN
JURISDICTION:	HOLLY SPRINGS, GA
DATE:	05/03/2021
SCALE:	1" = AS SHOWN'
TITLE:	

LANDSCAPE & FENCING DETAILS

SHEET NUMBER:
L2.0

COMMENTS:
NOT RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER:
1362.001

P:\1362.001 HOLLY SPRINGS TOWN CENTER\POND - POND PLANTING\L-LANDSCAPE PLAN.DWG Plotted on: 5/3/2021 4:48:26 PM By: JONATHAN BULLARD Sheet Scale: 1" = 1'

Pond B-1 Landscaping
Holly Springs Mixed-Use Project

Contractor	Scope	Previous Price	Updated Price
Tru Masonry	Brick Columns	$ 8,000.00	$ 8,000.00
FenceWorks	Fencing	$ 9,420.00	$ 12,600.00
Twin Oaks	Landscape & Irrigation	$ 31,089.50	$ 36,477.50
Ga Development Partners	Irrigation Meter	$ 2,672.00	$ -
Total		$ 51,181.50	$ 57,077.50

Notes

FenceWorks - linear footage increased from 310' to 382' in order to wrap to wall corners. Gate went up from !200 to 1500 and price per linear foot went up $2.50

Twin Oaks - toptal landscape cost went up $2,000. Irrigation scope expanded so it runs from Fire Station corner, so we'll have one meter and power source for this Pond B-2 and roundabout landscaping.

No longer need extra irritation service and meter.

Tru Masonry LLC

8014 Cumming Highway, Suite 403-162
Canton, GA 30115

Proposal

Proposal date	11/29/2021

Proposal submitted to:
Attention: David Edwards
City of Holly Springs
Downtown Development Authority of Holly Springs

Job description:

Holly Springs Town Center
Brick Columns

We propose hereby to furnish material & labor necessary for the completion of:

	Cost
4 Brick & Block columns per plan.	$5,000.00
4 Footers per plan	$3,000.00
Total	$8,000.00

All material & labor in order to complete the work as described is included in the proposed costs.

Any deviation or change from the specified work and/or bid based off plans involving extra costs will be executed only after written approval of change orders.

This proposal may be withdrawn if not accepted within 60 days

Thank you for your consideration. We look forward to serving you soon.

Bobby Hornsby
770-548-1764
bobby@trumasonryllc.com

Approval signature: Robert H Logan 12/16/21

FenceWorks of Georgia, Inc.

300 Piedmont Court ~ Suite A ~ Doraville, GA ~ 30340 ~ (770) 452-9900 ~ Fax (770) 452-9998

Customer: Holly Springs DDA	Home #	Date: 11-11-21
Address: Betty Barrett Way off Hickory Rd	Work #	Map #
City: Holly Springs 30115	Cell # 4 518 2750	Fax#:
Utilities#: By: Exp:	Contact Name:	PH#

FOOTAGE	FENCE TYPE	Height
382	3rail Flat Top Aluminum	5'

Email: dme.odysseyo gmail.com

ALL POSTS SET IN WET CONCRETE.

10 YEAR WARRANTY AGAINST DEFECTS ON WORKMANSHIP AND INSTALLATION ERRORS ONLY.

WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS ARE SUBJECT TO WARPAGE, SHRINKAGE, CRACKING, MOLD, MILDEW, ROT, DECAY, AND DISCOLORATION. NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.

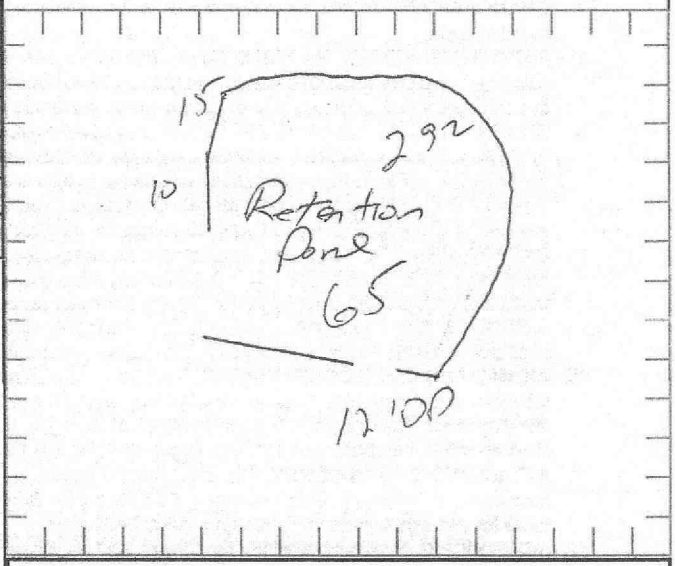
FENCEWORKS WILL EXCHANGE UP TO 15% OF ALL PICKETS WITHIN 10 YEARS OF CONTRACT DATE. **(LABOR NOT INCLUDED)**

Approximate Spacing (MAY VARY)

(0") (1") (1½") (2") (3½ ") (other _____)

GATES

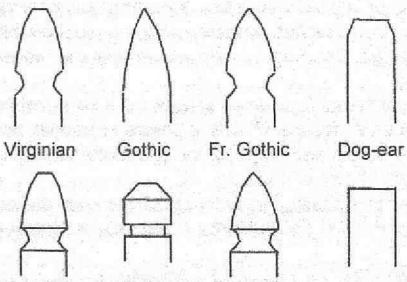
Qty.	Size	Type & Style
1	12x5	DP



WOOD SPECIFICATIONS

1" X 4" Pickets ____
1" X 6" Boards ____
Cedar ____
PT Pine ____

4" X 4" Posts ____
4" X 6" Posts ____
6" X 6" Posts ____
All posts Pine



2" x 4" Runners Cedar ____
(2) (3) (4) PT Pine ____

Billing Address:
City of Holly Springs

Panel Design



Construction Design	Top of Fence
Face	Slope with grade (less space)
Exposed	Straight (more space at bottom)
Between	Step (large spaces at bottom)

TENTATIVE INSTALLATION: Approx. ____ weeks from deposit and signed Contract

Total Price $ 12,600.00

1/2 Deposit $

TERMS: 1/2 Deposit - Balance Due Upon Completion

CHAIN LINK SPECIFICATIONS

Fabric/Gauge	_____	Gate Posts	_____
Top Rail	_____	Gate Frame	_____
Line Posts	_____	Barbed Wire	_____
Terminal Posts	_____	Tension Wire	_____

SUBJECT TO CONDITIONS ON REVERSE

Accepted by Purchaser Robert H Logan **Date** 12/16/21

Estimator Wain Ard **Date** 11-11-21

STATEMENT OF CONDITIONS

FenceWorks of Georgia, Inc. hereby sells to the Buyer, or structure described, subject to all terms and conditions on each side of this contract, and the Buyer in consideration thereof, agrees that:

1. **RESPONSIBILITY OF BUYER.** I agree to locate and identify the property line, easement and all underground cables and pipes. I agree that I am solely responsible for the fence described in this proposal. I also defend FenceWorks of Georgia, Inc and reimburse for all costs in connection with any claim made by anyone about the location of the fence. I am responsible for any special work described in this proposal.
2. **UNDERGROUND SYSTEMS.** Buyer agrees FenceWorks of Georgia, Inc. will not be held responsible for any damages to any underground pipes, drains, wires, cables, foundations, sprinklers, etc.
3. **LANDSCAPE.** Buyer agrees FenceWorks of Georgia, Inc will not be responsible for the restoration of any part of the landscape that is disturbed during the fence installation. FenceWorks of Georgia, Inc will not be required to remove or reform soil excavation from post holes during installation.
4. **PAYMENT.** Failure to pay as agreed will void all warranties, and further, FenceWorks of Georgia, Inc. shall have the right to remove fence from Buyer's property without notice. Should fence be removed for lack of payment all prior payments made by Buyer shall be forfeit and applied as liquidation. It is also understood when Buyer elects to use a credit card as method of payment for the down payment, the balance can then be charged to same credit card at completion of work without further notice to Buyer. If payment due under this contract is not paid according to the terms specified above, and we hire an attorney who is not a salaried employee to collect what is owed under this contract, you agree to pay us reasonable attorney fees, court costs and out-of-pocket expenses of fifteen percent (15%) of the outstanding principal and interest due.
5. **CONTRACT.** This proposal only becomes a contract when accepted by an officer of FenceWorks of Georgia, Inc
6. **DISPUTES.** Buyer agrees that any disputes concerning this contract will be adjudicated in the appropriate local jurisdiction in the State of Georgia.
7. **CHANGES/VARIATIONS.** Contract price is for the agreed footage. Final footage may vary. Said variations will be billed on a prorated basis.
8. **REDO WORK AND EXTRA TRIPS.** Buyer shall be present when work commences unless alternative arrangements are made in advance to indicate location of fence and gates, and to inform installers of any special conditions. Work accomplished in error due to Buyer's lack of direction to installers will be corrected at Buyer's expense.
9. **WARRANTIES.** FENCES ARE WARRANTED FOR A PERIOD OF TEN YEARS AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS. EXCLUSIONS: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact or pressure and normal wear and tear. Fence materials will change in appearance, dimension and shape due to the process of aging and exposure to the elements. Wood materials are subject to warping, cracking, mold, mildew, rot, decay, and discoloration. No warranty is expressed or implied against changes in installed fence materials that occur as a result of these natural processes. **GATE WARRANTY.** Gates will be adjusted at no charge for a period of forty-five (45) days after contract date, provided abuse is not evident. This Limited Warranty is in lieu of any other expressed or implied warranties, including but not limited to implied warranties of merchantability or fitness for any particular purpose. No warranties, whether written or spoken, other than this Statement of Conditions, will be recognized by FenceWorks of Georgia, Inc. FenceWorks of Georgia, Inc. will exchange up to 15% of all pickets within 10 years of contract date. **(Labor not included)**
10. **ANIMAL AND CHILD CONTAINMENT.** Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any installed fence. Buyer agrees that FenceWorks of Georgia, Inc will not be held responsible for the retention of pets or children within installed fence or for damages resulting from escape of pets or children.
11. **ATTACHMENT TO MASONRY.** The attachment of fences and gates to existing masonry structures such as columns, walls, driveways, etc. carries a risk of damaging said structures. Buyer agrees that FenceWorks of Georgia, Inc will not be held liable for damage to masonry structures described herein.
12. **SCHEDULING.** Inclement weather, manpower, and equipment restraints, etc. can delay completion of this contract. Said delays can cause the Buyer inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Buyer agrees that under no circumstances will FenceWorks of Georgia, Inc allow a reduction in the contract price, nor reimbursement be made to compensate the Buyer for said expenses or inconveniences.
13. **FENCE HEIGHT.** Fence height is herein described as the height of the fence at its tallest point from grade plus or minus six (6) inches.
14. **SITE PREPARATION.** Site preparation such as clearing and grading is the responsibility of the Buyer unless other specific arrangements are made in this contract.
15. **BUILDING PERMITS.** Building permits will be obtained and paid for by the Buyer.
16. **UNLESS SPECIFIED.** Unless specified on the reverse side of this contract, all matters relating to the completion of this project will be decided by FenceWorks of Georgia, Inc. This will include gate replacement, material selection, construction technique, etc.
17. **RESPONSIBILITIES.** Responsibilities of FenceWorks of Georgia, Inc. are limited to that which is described in this contract. Verbal representations by FenceWorks of Georgia, Inc. employees will not be honored.
18. **CANCELLATION CLAUSE.** The Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation notice shall be in writing by certified form. If contract is cancelled after its acceptance by FenceWorks of Georgia, Inc. all deposits will be forfeited. In the event FenceWorks of Georgia, Inc. rejects this transaction, FenceWorks of Georgia, Inc. will notify the Buyer and return all accompanying deposits.
19. **FAXED COPY.** Both parties agree a FAXED copy to be binding.
20. **SIGNATURE.** The signatory on reverse side, irrespective of any title, hereby personally and individually guarantees payment of this obligation.

Robert H Fogan — *Customer Signature*

12/16/21 — *Date*

Twin Oaks Landscape Group, Inc.
P.O. Box 1938
Woodstock, Georgia 30188

Proposal

Date	Proposal #
4/28/2021	21277

Customer

City of Holly Springs Downtown Dev
Authority of Holly Spinrgs
PO Box 990
Holly Springs, GA 30115

P.O. Number

Phone #	Fax #	E-mail
770-591-3300	770-591-3398	tlandscape@twinoaksga.com

Subdivision/Lot
Holly Springs Pond

Quantity	Size	Description	Price	Total
		REVISED PRICING 11-15-2021		
48	2"	Savannah Holly - 6' B&B	309.00	14,832.00
3	2"	D.D. Blanchard - 6' B&B	309.00	927.00
7	3"	Overcup Oak	440.00	3,080.00
9	3 Gallon	Carolina Yellow Jessamine	51.00	459.00
109	3 Gallon	Crimson Fire Loropetalum	53.00	5,777.00
175	3'	Tree Stakes	2.00	350.00
3	Rolls	Tree String	65.00	195.00
1		Auger Rental	250.00	250.00
1		Prep, Grading and Cleanup	800.00	800.00
4	Pallet	Bermuda Sod Delivered and Installed	325.00	1,300.00
1		Sod Delivery (Cost Only)	165.00	165.00
150	Bales	Pinestraw Installed (estimate only)	7.25	1,087.50
3	Zone	Irrigation System Installed	525.00	1,575.00
1		Battery Operated Controller mounted on 4x4 Post	240.00	240.00
2	Zone	Drip Irrigation	750.00	1,500.00
1		Direct Ship Freight * (estimate only)	1,300.00	1,300.00
700	Feet	1" Poly Pipe Installed to Feed from Fire Department to Detention Pond	3.30	2,310.00
60	Feet	4" SDR 35 Pipe for Driveway Crossing	5.50	330.00
		Notes: Material subject to availability Substitutions may be required Irrigation Repairs $45.00 per man per hour plus parts Prices quoted as direct ship. Quote does not include dig fees		

Prices subject to change.
Material subject to availability.

Twin Oaks Warranty Policy: Plant Material, Sod and Trees are "Perishable Items" and are warrantied for a period of three (3) months at projects with working irrigation systems. Projects without irrigation will be warrantied at our discretion. Twin Oaks Landscape is not responsible for material that dies due to the following: Acts of Nature, Sink Holes, Excessive Watering, Insufficient Watering, Apparent Neglect, Theft or Extreme Seasonal Weather Conditions.

Total **$36,477.50**

If accepted, please sign and return a copy to Twin Oaks Landscape

SIGNATURE: Robert H Logan 12/16/21

SERVICE AGREEMENT BETWEEN
THE CITY OF HOLLY SPRINGS, GEORGIA AND THE
CHEROKEE CITY CHAMBER OF COMMERCE AND AGRICULTURE, INC.

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 20th day of December, 2021 (the "Effective Date"), by and between THE CITY OF HOLLY SPRINGS, GEORGIA, and the CHEROKEE CITY CHAMBER OF COMMERCE AND AGRICULTURE, INC. ("CCCCA"), a State of Georgia not for profit corporation.

RECITALS:

WHEREAS, pursuant to O.C.G.A. § 48-13-50 *et seq.,* City is authorized to levy and collect an excise tax for the furnishing of accommodations (hereinafter referred to as the "hotel/motel tax") within the territorial limits of the special district within Cherokee City;

WHEREAS, City has approved the collection of a hotel/motel tax at the rate of six percent (3%) pursuant to O.C.G.A. § 48-13-5l(b); and

WHEREAS, pursuant to O.C.G.A. § 48-13-51(b), the City must meet certain expenditure requirements in connection with amounts collected from the hotel/motel tax; and

WHEREAS, in order to meet such obligations, the City wishes to contract with the CCCCA for the promotion of tourism, conventions, and trade shows, as described herein, and CCCCA desires to provide such services.

NOW THEREFORE, in consideration of the mutual covenants, considerations, and agreements contained herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date and terminate on December 31, 20225; provided that this Agreement shall terminate absolutely and without fu1ther obligation on December 31 of each fiscal year of the Term, and, subject to adoption of the required budgets (as discussed below), that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent either party's provision of written notice of non-renewal to the other party at least fifteen (15) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in CCCCA until fully paid for by the City. Notwithstanding anything to the contrary in this Agreement, any provision of this Agreement which imposes upon the City directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this Agreement is expressly made contingent upon and subject to funds for such financial obligation being appropriated, budgeted and otherwise made available, in accordance with applicable Georgia law. The failure and/or refusal of the City to budget and appropriate the funding required under the Agreement for any current or forthcoming annual term shall be deemed to be a proper termination for convenience of that City's

obligations under this Agreement. Should the City fail and/or refuse to budget and appropriate such required funding, it shall promptly provide written notice to CCCCA.

2. Scope of Services to be provided by CCCCA. CCCCA under the Agreement shall, on behalf of the City, perform the following services and functions for the promotion of tourism, conventions, and trade shows in the City (the "Services"):

a) Integrate advertising, public relations, and promotions for the promotion of tourismand conventions in the City.

b) Market and promote the City as a year-round destination.

c) Pursue group and individual travelers to visit the City.

d) Provide credible tracking and accountability data relating to tourism, conventions,and trade shows in the City.

3. Consideration from the City. As its investment in and in consideration of the performance of the Services by CCCCA, the City agrees to pay CCCCA $1,000 per year through 2025.

4. Other Resource Opportunities. CCCCA shall maintain the right to solicit and secure resources from sources other than the City for uses consistent with the purpose of this Agreement.

5. CCCCA Requirement. CCCCA may use the money paid by City only for promoting tourism, conventions, and trade shows. Beginning June 1, 2016, CCCCA shall, in each year duringthe term of the Agreement, meet with the City staff to discuss the progress the CCCCA is making on the tourism initiatives.

6. Failure to Meet Requirements. In the event CCCCA fails to meet the City requirements in any one year of this Agreement, CCCCA will be placed on review status for the following year. If CCCCA fails to meet the requirements in the following year, the City may,in its sole and absolute direction, but shall not be obligated to, terminate this Agreement.

7. Budget Plan. Pursuant to O.C.G.A. § 48-13-5l(e)(l), CCCCA shall, on an annual basis, but no later than the 1st day of June each year, prepare and submit to the City an annual budget plan for expenditures to be made by CCCCA for the subsequent fiscal year/annual term of this Agreement. The City Manager and Chief Executive Officer of CCCCA shall meet and shall offer their comments on the proposed budget plan not later than the 30th day of June following the annual submission. City comments shall be for information purposes only and shall be non-binding, unless the CCCCA Board of Directors and the City agree upon new budget initiatives.

a) If approved by the City, CCCCA's budget plan shall be made a part of the City budget plan specifying how the proceeds of the tax shall be expended. The City's fiscal year runs from January 1 – December 31. Should the City fail to adopt a position on CCCCA's budget submittal on or before September 30, the Agreement shall be considered properly terminated for convenience at the end of the then-current fiscal year without further obligation by either party.

b) The City agrees to refrain from mandating the CCCCA's expenditures for projects or programs that are not included in CCCCA's budget submittal during the term of this Agreement.

c) It is agreed that there shall be no inte1rnption in the payments from the City to the CCCCA so long as CCCCA performs the programs and projects in its adopted budget and the requirements of this Paragraph 7 have been followed by both parties.

d) During each fiscal year during the term of this Agreement, City shall pay CCCCA in twelve (12) monthly installments paid by check.

8. Performance Indicators. CCCCA shall track and report the performance indicators set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Performance Indicators"), and shall calculate an average expenditure for overnight visitors ("ADE"). The ADEand Performance Indicators reflect the relative success of the destination and are thus an important consideration.

9. Audits. CCCCA shall conduct periodic audits of both the financial health of theorganization and the Performance Indicators to ensure credible reporting. Further, pursuant to O.C.G.A. § 48-13-51(f), CCCCA shall provide audit verification that CCCCA has made use of allfunds provided in this Agreement in conformity with the requirements of this Agreement and O.C.G.A. § 48-13-Sl(b). CCCCA will further provide to City a copy of each report provided to the State of Georgia showing the use of the hotel/motel tax proceeds, along with any supporting documentation. These documents will be addressed to the City Manager, with a copy to the City Clerk, in the same form (paper or email, for example) as provided to the State. The auditshall be conducted by persons qualified to conduct such audits having appropriate skills and experience. The results of the audits shall be made available to the City.

10. Reports. CCCCA will make monthly financial reports to the City showing income and expenditures under this Agreement, and will, in writing, provide the City with periodic updates on activities and services unde1taken by the CCCCA pursuant to this Agreement. Visual and/or aural presentations may supplement, but such presentations may not take the place of written records. All reports and documentations provided to the City shall be addressed to the City Manager with a copy to the City Clerk.

11. Meeting and Communication Policy. CCCCA shall regularly communicate with the City, constituents and the public. In that regard, CCCCA shall be allowed to conduct public forums to present results, Performance Indicators progress and plans. Public comment will be

sought during the forum, and it shall be open to any interested person or party. Representatives of the City may attend board meetings of the CCCCA. CCCCA shall issue regular press releases and use other communication instruments to communicate its progress and status to the public on an ongoing basis. CCCCA shall seek input from the public through its committees and task forceprocess, particularly relating to its tourism planning.

12. Independent Contractor. CCCCA hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services described herein as an independent contractor and not as the agent or employee of the City. Nothing in this Agreement shall be construed to make CCCCA or any of its employees, servants, or subcontractors an employee, servant or agent of the City for any purpose. CCCCA agrees to be solely responsible for its own matters relating to the time and place the Services are performed under this Agreement and the method used to perform such Services; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of consultants, agents or employees to complete the Services; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. CCCCA agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the City by virtue of this Agreement with CCCCA. Any provisions of this Agreement that may appear to give City the right to direct CCCCA as to the details of the Services to be performed by CCCCA or to exercise a measure of control over such Services will be deemed to mean that CCCCA shall follow the directions of City with regard to the results of such Services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Services described in this Agreement.

13. Indemnification. CCCCA agrees to indemnify, defend and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Paity" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to reasonable attorneys' fees and costs of defense (collectively "Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of CCCCA's performance of this Agreement or operations by CCCCA, its subcontractor, anyone directly or indirectly employed by CCCCA or its subcontractor, or anyone for whose acts CCCCA or its subcontractor may be liable, regardless of whether or not the act oromission is caused by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

14. Insurance. CCCCA shall have and maintain in full force and effect for the duration ofthis Agreement, insurance of the types and amounts approved by City, as shown in Exhibit "B", attached hereto and incorporated herein by reference. CCCCA shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein

and provide proof of such coverage. As it relates to general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by City, CCCCA

shall ensure that its insurer waives all rights of subrogation against City for losses arising from CCCCA's performance of the Services and that City and its officials, employees and agents are named as additional insureds.

15. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless CCCCA shall provide evidence on City-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and CCCCA's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. CCCCA hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to City. Further, CCCCA hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-
.02.

In the event CCCCA employs or contracts with any subcontractor(s) in connection with the covered contract, CCCCA agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit under the statute. If a subcontractor affidavit is obtained, CCCCA agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

CCCCA and CCCCA's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of this Agreement. The City Manager or his/her designee shall be authorized to conduct an inspection of CCCCA's and CCCCA's subcontractors' verification process at any time to determine that the verification was correct and complete. Further, the City Manager or his/her designee shall beauthorized to conduct periodic inspections to ensure that neither CCCCA nor CCCCA's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, CCCCA and CCCCA's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a CCCCA or CCCCA's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. CCCCA's failure to cooperate with the investigation may be sanctioned by termination of this Agreement, and CCCCA shall be liable for all damages and delays occasioned by City thereby.

CCCCA agrees that the employee-number category designated below is applicable to the CCCCA.

___ 500 or more employees.
___ 100 or more employees
___ Fewer than 100 employees

CCCCA hereby agrees that, in the event CCCCA employs or contracts with any subcontractor(s)in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the CCCCA will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law,and shall be construed to be in conformity with those laws.

16. Records. Reports and Audits.

(1) Records: Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by CCCCA in accordance with requirements prescribed by City and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to CCCCA by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) yearsor until such audit findings have been resolved, whichever is later. All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Audits and Inspections: At any time during normal business hours and as oftenas City may deem necessary, CCCCA shall furnish to City or City's representative(s) for examination all Records with respect to all matters coveredby this Agreement in the form requested by City. CCCCA will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

17. Conflicts of Interest. CCCCA agrees that it shall not engage in ai1y activity or conductthat would result in a violation of the Cherokee City Code of Ethics.

18. Authority to Contract. The individual executing this Agreement on behalf of CCCCA covenants and declares that it has obtained all necessary approvals of CCCCA's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind CCCCA to the terms of this Agreement, if applicable.

19. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42
U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, CCCCA agrees that, during performance of this Agreement, CCCCA, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, CCCCA agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

20. Time is of the Essence. Time shall be of the essence with respect to the covenants andconditions contained in this Agreement.

21. Entire Agreement/Amendments. This Agreement, including any exhibits hereto, constitutes the complete agreement of the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement.No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the City shall govern. This Agreement may be modified or amended only by a written change order or other document signed by representatives of both parties with appropriate authorization.

22. Notice. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the paiiy at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

As to City:
City Manager
City of Holly Springs
PO Box 990
Holly Springs, GA 30142

Copies to:
City Clerk
City of Holly Springs
PO Box 990
Holly Springs, GA 30142

As to CCCCA
Chief Executive Officer (CEO)
Cherokee City Chamber of Commerce and Agriculture, Inc.
3605 Marietta Highway
Canton, GA 30114

23. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this Agreement without prior written approval of the other pa1ty.

24. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State ofGeorgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee City, Georgia, or the U.S. District Court for the Northern District of Georgia
- Atlanta Division, and CCCCA submits to the jurisdiction and venue of such court.

25. Captions and Severability. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limitor describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

26. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by CCCCA with this Agreement, and no

custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by CCCCA with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, andthat one only for the time and manner specifically stated.

27. No Third Party Rights. This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

28. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.

29. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. CCCCA represents that it has reviewed and become familiar with this Agreement and has notified the City of any discrepancies, conflicts or errors herein. The parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted itjointly, as opposed to being construed against a party because it was responsible for drafting oneor more provisions of the Agreement.

30. Force Majeure. Neither City nor CCCCA shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such perfo1mance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

IN WITNESS WHEREOF, Cherokee City, Georgia and Cherokee City Chamber of Commerce and Agriculture, Inc., have caused this Agreement to be executed by their duly authorized officers and/or their authorized representatives and have caused their representative seals to be hereunto impressed and attested on the date and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A"

Performance Indicators

Performance Indicators	Tracking Methods
1. Economic Impact Tourism	Visitor Profile City
2. Lodging Tax Collection	Records
3. Lodging Occupancy Report	Accommodations Partners
4. Visitor Satisfaction Smvey	Visitor Profile
5. Air Load Levels	Airport Data
6. Per-person Expenditures	Visitor Profile
7. Sales Tax	City Records

EXHIBIT "B"

[INSERT APPROVED INSURANCE CERTIFICATE]

CITY OF HOLLY SPRINGS

Signature_____
Print Name: Steven W. Miller
Title: Mayor

[CITY SEAL]

ATTEST:

Signature:_____
Print Name: Karen Norred
Title: City Clerk

CHEROKEE COUNTY CHAMBER OF COMMERCE
AND AGRICULTURE, INC.:

Signature:_____
Print Name: _____
Title:_____

[CORPORATE SEAL]

ATTEST:

Signature:_____
Print Name:
Title: City Clerk

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is made and entered into as of January _____, 2022 (the "Effective Date") by and between the CITY OF HOLLY SPRINGS, GEORGIA (the "City") and CHEROKEE COUNTY, GEORGIA (the "County").

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

ARTICLE I

Section 1.1. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

"Board of Education" means the Cherokee County Board of Education.

"Bond Indenture" means, collectively and each respectively, the Trust Indenture, Bond Resolution, Bond, Ordinance or other document pursuant to which one or more series of TAD Bonds or other forms of financing may be issued.

"City" means the City of Holly Springs, Georgia.

"**City Resolution**" means that certain resolution adopted by the Holly Springs City Council, on December 7, 2015, amending the Holly Springs New Town Center Redevelopment Plan; amending the boundaries of the Holly Springs New Town Center Redevelopment Area; dissolving Tax Allocation District Number One and creating in its place Tax Allocation District Number Two – Downtown Holly Springs New TownCenter; designating the boundaries of and establishing the tax allocation increment base of Tax Allocation District Number Two, and other related matters.

"Commencement of Construction of Town Center Projects" means that one or more land disturbance permits shall have been issued to private parties for construction of one or more components of the Holly Springs Town Center Project as generally described in the Redevelopment Plan and illustrated in Exhibit "A" herein, which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan. Such project or projects shall be defined as having commenced when expended construction costs constitute at least 5% of total project costs as defined in their respective building permits.

"County" means Cherokee County, Georgia.

"County TAD Millage" means the combined sum of certain County ad valorem property tax millage rates levied on real property, which the County consents to be included in the computation of County tax allocation increments to support the City of Holly Springs

Tax Allocation District Number Two. For purposes of this Agreement, the County TAD Millage shall specifically exclude the levy imposed for the Countywide Fire District.

"County Redevelopment Cost Payments" means the Redevelopment Cost payments required to be paid by the City or its Redevelopment Agency to the County from Excess Funds pursuant to Section 3.3 hereof.

"County Resolution" means that certain resolution adopted by the Board of Commissioners of the County on January_, 2022 (and any subsequent Resolution affirming and/or amending the same) consenting to the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery, and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

"Town Center Master Plan Projects" mean, collectively, redevelopment and/or capital improvement projects to be undertaken within or near the Holly Springs Town Center Project Area consisting of approximately 35 acres owned by the City or its Downtown Development Authority, within the TAD, for the specific purpose of implementing the "Holly Springs Town Center Master Plan" as generally described within the Redevelopment Plan and illustrated in Exhibit A. The scope and definition of Town Center Master Plan Projects may be amended from time to time by the City and its Master Developer but shall be generally limited in location and scope to the area described in Exhibit A.

"Eminent Domain" means with just compensation paid, private property may be taken only for public use. Unless the taking of private property is necessary for the possession, occupation, and enjoyment of land by the public at large, or by public agencies, common carriers, or public utilities, the taking is for a private use, and thus forbidden. In no event shall the public benefits of economic development, including but not limited to an increase in tax revenue, tax base, employment, or general economic health, constitute a public use determined by the General Assembly. The City may undertake and carry out community redevelopment but shall not include the acquisition of property acquired by eminent domain to private enterprise for private uses.

"Excess Funds" means, during the duration of the TAD and following the issuance of TAD Financing, including bonds, notes and/or other forms of financing for so long as TAD Financings remain outstanding, in each calendar year, the amount by which the Tax Allocation Increment (including, without limitation, the Real Property Tax Allocation Increment) collected during such calendar year exceeds the amount required to make the Scheduled Debt Service Payments on the TAD Financing in each calendar year, to replenish any deficiency in any debt service reserve fund established for the TAD Financing under a Bond Indenture if bonds are issued, and to satisfy any other payment obligation of the City directly related to the TAD bonds, notes or other forms of financing, and required to be paid from Tax Allocation Increments pursuant to such Bond Indenture (such as, without limitation, to the extent required to be paid from Tax Allocation Increments by the Bond Indenture, rebate payments to the U.S. Treasury Department, bond trustee's fees and other administrative costs of the TAD Bonds).

"Georgia Constitution" means the Constitution of the State of Georgia of 1983, as amended.

"Personal Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to personal property. This definition being included to confirm that Personal Property Tax Allocation Increment is **not** being pledged by the County under the terms of this Agreement.

"Other Projects" mean, collectively, any specific redevelopment and/or capital improvement projects proposed to be undertaken in the TAD, which are not currently described in the Redevelopment Plan and are not included among the Town Center Master Plan Projects as defined elsewhere in this Agreement. The City agrees not to commit the use of County Tax Allocation Increments to support Other Projects without first obtaining approval from the Cherokee County Board of Commissioners.

"Initial Financing Period" means a period beginning no later than December 31, 2023, and not to exceed 20 years from the City's issuance of TAD Financing or refinancing and including reimbursement of City capital costs already incurred for Town Center Master Plan Projects as identified in Exhibit "C", as further defined herein.

"Real Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to real property.

"Redevelopment Agency" means the Holly Springs City Council, designated pursuant to O.C.G.A. § 36-44-4, to serve as the initial redevelopment agency for the TAD as determined by the City in the City Resolution in accordance with the Redevelopment Powers Law, and any successor redevelopment agency selected by the City in accordance with the Redevelopment Powers Law.

"Redevelopment Area" means that certain area located within the City and within the County created by and established as a redevelopment area (as defined in O.C.G.A. Section 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as "Holly Springs New Town Center Redevelopment Area", as more fully described in the City Resolution and the Redevelopment Plan attached as part of Exhibit "B".

"Redevelopment Costs" shall have the meaning set forth in Section 36-44-3(8) of the Redevelopment Powers Law.

"Redevelopment Plan" means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Resolution and designated as the "Downtown Holly Springs New Town Center Redevelopment Plan", as more fully identified in the City Resolution and attached as part of Exhibit "B".

"Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended.

"Scheduled Debt Service Payments" means the aggregate scheduled principal and interest payments on the TAD Financing in each calendar year in accordance with a Bond Indenture, loan or other form of TAD financing, which shall include any scheduled sinking fund redemption payments on such financing in such year.

"Special Fund" means the special fund with respect to the TAD created pursuant to O.C.G.A. Section 36-44-11(c) of the Redevelopment Powers Law.

"State" means the State of Georgia.

"TAD" means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. Section 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as the "City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center" (sometimes hereinafter referred to as the "New Town Center TAD" or "TAD Number Two"), as more fully described in the City Resolution and in the Redevelopment Plan.

"TAD Financing" means those certain "Tax Allocation Bonds", notes, other obligations or forms of financing issued by the City as defined in O.C.G.A. Section 36-44-3(12) of the Redevelopment Powers Law with respect to the New Town Center TAD that the City has issued since the TAD was formed and/or may issue in the future as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times, and which may be repaid in full or in part with Tax Allocation Increments generated within the New Town Center TAD.

"Tax Allocation Increment" means the tax allocation increment within the meaning of O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to the New Town Center TAD, including, without limitation, Real Property Tax Allocation Increment. The proportional share of accumulated Real Property Tax Allocation Increments attributable to the contributions of City, County and School District millage may also be referred to in this Agreement as City, County and School District Tax Allocation Increments, respectively.

"Tax Allocation Increment Base" with respect to the New Town Center TAD and within the meaning of O.C.G.A. Section 36-44-3(15) of the Redevelopment Powers Law,means the taxable value of all taxable property subject to ad valorem property taxes, as certified by the state revenue commissioner on the effective date the New Town Center TAD was created pursuant to Code Section 36-44-8, in the amount of $16,426,360, as shown in Exhibit "D".

"Tax Allocation Increment Ratio" means that formula described within O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, being that amount obtained by

multiplying the total ad valorem property taxes, determined as provided in Code Section 36-44-9, levied within the TAD in any future year by a fraction having a numerator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD minus the tax allocation increment base and a denominator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD.

ARTICLE II

Section 2.1. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution, and the TAD became effective on the Effective Date of December 31, 2015. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Resolution.

(b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.

(c) The City intends to authorize the issuance of TAD Financing, consisting of bonds or other forms of financing as may be necessary to implement provisions of the Redevelopment Plan, to be repaid in full or in part by Tax Allocation Increment generated within the TAD;

(d) The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds positive tax allocation increments derived from the tax allocation district, all or part of the general funds derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

(e) The City has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery, and performance of this Agreement.

(f) The City may undertake and carry out community redevelopment but shall not include the acquisition of property acquired by eminent domain to private enterprise for private

uses. If the City violates this provision, the portion of ad valorem property taxes of the County derived from the City tax allocation district will not be included in the computation of tax allocation increments of the tax allocation district.

Section 2.2. Representations of the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that ad valorem property taxes of the County derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution.

(b) The County has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the County from ad valorem property taxes levied by the County on taxable real property within the TAD in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Holly Springs New Town Center Redevelopment Plan.

ARTICLE III

Section 3.1. Term of the Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until (i) all TAD Financing and eligible Redevelopment Costs have been paid in full; (ii) the New Town Center TAD has been terminated by Resolution for other reasons; or (iii) twenty (20) years have elapsed from the Effective Date, whichever first occurs.

Section 3.2. Certification of Tax Allocation Increment Base. The City and the County hereby agree that the Tax Allocation Increment Base for the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center is $16,426,360, as certified by the State Revenue Commissioner as of December 31, 2015.

Section 3.3. Inclusion of County Ad Valorem Real Property Taxes in Computation of Tax Allocation Increment. Pursuant to the County Resolution, the County hereby consents and agrees to include County ad valorem taxes collected on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the formula specified in Section 36-44-3(14) of the Redevelopment Powers Law, effective upon the issuance of Fiscal Year 2023 County property tax bills issued during calendar year 2022.

(a) The total millage rate used for computation of future County Tax Allocation Increments shall be the County Maintenance and Operations millage rate applicable to real property located within the City Limits of Holly Springs.

(b) Commencing with Fiscal Year 2023 property tax bills issued during calendar year 2022, the Cherokee County Tax Commissioner agrees to remit to the City each year during the term of this Agreement, in accordance with Section 36-44-3(14) of the Redevelopment Powers Law, the Real Property Tax Allocation Increment collected by the County against real propertywithin the TAD. The first payment shall be due within forty-five (45) days after the due date for payment of all ad valorem taxes for such year and shall be calculated based on actual collections by the County within the TAD by that due date. Within 90 days after the first payment, the Cherokee County Tax Commissioner will remit to the City a second payment for County Real Property Tax Allocation Increment due from applicable real property taxes collected within the TAD after the due date. If, after the County's second installment payment, there is any additional County Real Property Tax Allocation Increment collected from real property taxes within the TAD, the Cherokee County Tax Commissioner shall make a third payment within 45 days after the County's receipt of all such remaining taxes collected after the second installment.

(c) If at any time during the term of this Agreement, should the County establish new County millage rates which do not exist as of the effective date of this agreement, for the purpose of funding County operations which are currently funded in full or in part within the County Maintenance and Operations millage rate applicable to real property located within the City Limits of Holly Springs, the formula to be used to compute future County Tax Allocation Increments associated with those new millage rates shall be determined inthe same manner as applied to the County Real Property Tax Allocation Increment as described in Section 3.3 (b). This provision shall not apply to any County millage rates that may be established to repay debt service on future County bond issues (bond millage).

(iii)

(e) During the Initial Financing Period, the County authorizes the inclusion of County Real Property Tax Allocation Increment to support the City's issuance of TAD Financing, refinancing or reimbursement of eligible City financing costs already incurred for Town Center Master Plan Projects, subject to the terms of this Agreement. For Other Projects which are not part of the Downtown Master Plan and not described in the Redevelopment Plan, a resolution of the County shall be required to authorize the pledge of the County Tax Allocation Increment to support the City's issuance of TAD Financing to Other Projects.

(f) After the Initial Financing Period, a resolution of the County shall be required to authorize any further pledge of County Tax Allocation Increment for additional TAD Financing. However, notwithstanding any decision by the County not to pledge the County Real Property Tax Allocation Increment beyond the Initial Financing Period, nothing in this Agreement shall obviate or diminish the pledge of the County Real Property Tax Allocation Increment toward the repayment of any TAD Financing then

outstanding, which shall remain pledged until such TAD Financing is completely satisfied or until the termination of this agreement in accordance with Section 3.1,whichever shall occur first.

(g) The term of any or each TAD Financing, refinancing or reimbursement of eligible City financing costs already incurred for which the County Tax Allocation Increment is to be pledged shall mature at such time or times not more than 25 years from their respective issuance dates.

(h) Upon the retirement of all outstanding TAD Financing, any Excess Funds remaining from the County Real Property Tax Allocation Increment shall be paid to the County within 60 days after the end of the calendar year.

Section 3.4. Inclusion of City Ad Valorem Property Taxes in Computation of Tax Allocation Increment and Payment of City Redevelopment Costs. Pursuant to the City Resolution passed on December 15, 2015, the City has already made substantial progress toward implementing projects envisioned in the Town Center Master Plan, including issuing City bonds, allocating City SPLOST revenues, and investing other City funds as needed to assemble property, to improve transportation access, to extend public infrastructure and make other site improvements needed to prepare the area for redevelopment. These City investments were made, and financing incurred, with the intent to apply future Tax Allocation Increments resulting from the construction of new residential and commercial development projects envisioned within the Town Center Master Plan, and from digest growth within the balance of the TAD, as available to repay, in full or in part, the City's debt service obligations. (A list of City redevelopment costs incurred to date, which are agreed to be eligible for reimbursement from future Tax Allocation Increment, are listed in Exhibit "C".) Additional site work by the City is ongoing, with the goal of completing site development, conveying parcels and commencing private construction on residential, commercial and mixed-use development projects during 2022 and 2023.

(a) Upon the effective date of this agreement the City shall also pledge City ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law. The City shall establish a TAD Special Fund for the purpose of accounting for the deposit and use of Tax Allocation Increments and shall deposit City Tax Allocation Increments into that Special Fund on a timely basis, consistent with general procedures and schedules governing County Tax Allocation Increments in Section 3.3. The following provisions apply to City Redevelopment Costs:

(b) The aggregate principal amount of any and all financing or refinancing issued by the City with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.

(c) The City shall ensure that construction on one or more designated private development parcels within the Downtown Master Plan, as illustrated in Exhibit "A" herein, shall have commenced no later than December 31, 2023, meaning that at least one or more parcels which are anticipated to generate Tax Allocation Increments as estimated in the

Redevelopment Plan, shall have been conveyed to private parties and shall have expended construction costs constituting at least 5% of total project costs as defined in their respective building permits.

(d) In the event the deadline set forth in subsection 3.4(c) is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2023, unless the County waives this deadline by Resolution. If the County's consent so terminates, the County's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the County by the City within forty-five (45) days after the termination date.

(e) The City will provide to the County commencing with calendar year 2023 and each calendar year thereafter within thirty (30) days after the end of each such calendar year, (i) an annual report regarding the status of redevelopment occurring within the TAD, (ii) forecasts of future development, (iii) the amount of positive Tax Allocation Increments generated by that development, and (iv) the intended uses of Tax Allocation Increments generated within the TAD. The City will also provide to the County, within fifteen (15) days after issuance of the City's Comprehensive Annual Financial Report, (v) a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City, to include the amount of positive Tax Allocation Increment deposited into the TAD Special Fund, the Year-end Fund balance, the uses of such funds and all debt service obligations outstanding.

(f) The County Tax Allocation Increment may be used for purposes consistent with the anticipated uses of estimated future TAD proceeds as specified in the Redevelopment Plan, including but not necessarily limited to the following:

(i) Capital costs, including reimbursement of City capital costs already incurred as identified in Exhibit "C", for land clearing and grading, acquisition of real property for redevelopment purposes, demolition of existing structures, environmental remediation, construction of parking structures and lots, sidewalks and water, sewer, stormwater, communications or related infrastructure; intersection, transportation, streetscape and other roadway improvements, parks and outdoor civic meeting spaces. Capital costs for which the County's increment may be used include infrastructure improvements that are interior to a specific project site but assist the overall redevelopment area as a whole.

(ii) TAD Financing costs, as authorized by O.C.G.A. §36-44-3(8); and

(iii) Professional service costs, imputed administrative costs and organizational costs, as authorized by O.C.G.A. §36-44-3(8).

(g) The City agrees that County Tax Allocation Increments shall not be used for the vertical construction of publicly owned buildings intended for the provision of municipal services, such as a city hall or municipal building, city library, community or senior center, etc. and should any such buildings be constructed within the TAD, the cost of

building construction shall be funded by sources other than Tax Allocation Increments. The potential construction of publicly owned parking structures which may be necessary to service future development within the TAD is specifically excluded from the meaning of this provision.

(h) The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of the County Real Property Tax Allocation Increment as provided herein.

(i) The City shall promptly notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increments and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special financial conditions, stipulations or requirements with respect to the Tax Allocation Increments and the TAD imposed. The parties hereto hereby agree that this Agreement shall be amended or supplemented to provide for such special financial conditions, stipulations or requirements imposed hereafter, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

(j) Should the City determine in the future to undertake a particular project to be financed in whole or in part by Tax Allocation Increments or by some form of TAD Financing as defined herein, which is either located outside of the Town Center Master Plan Project site identified in Exhibit "A", or in addition to the incurred City redevelopment costs identified in Exhibit "C", the City and the City's counsel and/or bond counsel promptly shall determine whether any amendment to this Agreement may be necessary in connection with such project and/or the issuance of TAD Financing for such project, and in such event, the City promptly shall provide to the County in writing reasonablydetailed information on such project and the proposed amendment to this Agreement, including, without limitation: the identity of the project participants, the affected real property, the proposed capital improvements and the estimated cost thereof, other associated costs, the nature and status of participation and financing commitments including any non-bond financing, the projected Tax Allocation Increments expected to be generated by such project, the nature of and reason for the proposed amendment to this Agreement, and such other relevant information as may be reasonably requested by the County.

(k) If the County agrees to include an additional project in the Agreement as contemplated by Section 3.4(j), the County agrees to cooperate with the City and the City's counsel and/or bond counsel in connection with any such proposed amendment to this Agreement that is necessary in connection with the approved project and/or the issuance of TAD Bonds to finance such project; provided, however, any such amendment shall be in form and substance reasonably acceptable to the County, and provided further, however, the County reserves the right to object to, and shall not be obligated to enter into, any proposed amendment that, in the reasonable judgment of the County, presents a risk of adverse effect upon the interests of the County.

(l) Upon Commencement of Construction of the Downtown Master Plan by no later than December 31, 2023 as defined under Section 3.4(b) and continuing until all outstanding TAD Financing has been retired, there shall be no distribution of Excess Funds to any party, and said Excess Funds shall remain and accumulate in the Special Fund as provided for in O.C.G.A. Section 36-44-11 to be used for the retirement of principal on outstanding TAD Financing and the payment of all City Redevelopment Costs, as quickly as possible. The City shall include in its annual reporting to the County in accordance with Section 3.4(d) a calculation of the County's pro rata share of accumulated Excess Funds, (based upon the percentage of the County Real Property Tax Allocation Increment contributions as compared to the total Tax Allocation Increment contributed by all parties computed to the second decimal point) of the Excess Funds.

(m) Any Excess Funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Bonds have been paid or otherwise satisfied, the City shall return the County's prorata share of accumulated Excess Funds to the County expeditiously (within 30 days afterthe end of the calendar year).

Section 3.5 Representation on the TAD Committee of the Redevelopment Agency. The City hereby agrees on behalf of its Redevelopment Agency that any committee assembled to consider TAD matters shall include the Chairman of the Cherokee County Board of Commissioners or his designee as a voting member of such committee, with the same powers and voting rights as all other members of said committee.

ARTICLE IV

Section 4.1. No Set-Off. Nothing in this Agreement shall otherwise impair, diminish, or affect any other right or remedy available to the County (i) as a result of the City's breach, default, or failure under this Agreement or (ii) to enforce the obligations of the City under this Agreement. No dispute or litigation between the City and the County with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 4.2. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State.

Section 4.3. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 4.4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 4.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 4.6. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

Section 4.7. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: City of Holly Springs, Georgia
P.O. Box 990
Holly Springs, GA 30142
Attention: City Manager

COUNTY: Cherokee County, Georgia
1130 Bluffs Parkway
Canton, GA 30114
Attention: County Manager

Section 4.8. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF HOLLY SPRINGS, GEORGIA

BY: _____
Steven W. Miller, Mayor

ATTEST: _____
Karen Norred, City Clerk

Approved as to Form:

_____
_____, City Attorney

CHEROKEE COUNTY, GEORGIA

BY: _____
Harry B. Johnston, Chairman
Board of Commissioners

ATTEST: _____
Christy Black
County Clerk

Approved as to Form:

_____
_____, County Attorney

Exhibit "A"
Description and Illustrative Site Plan: Holly Springs Town Center Project

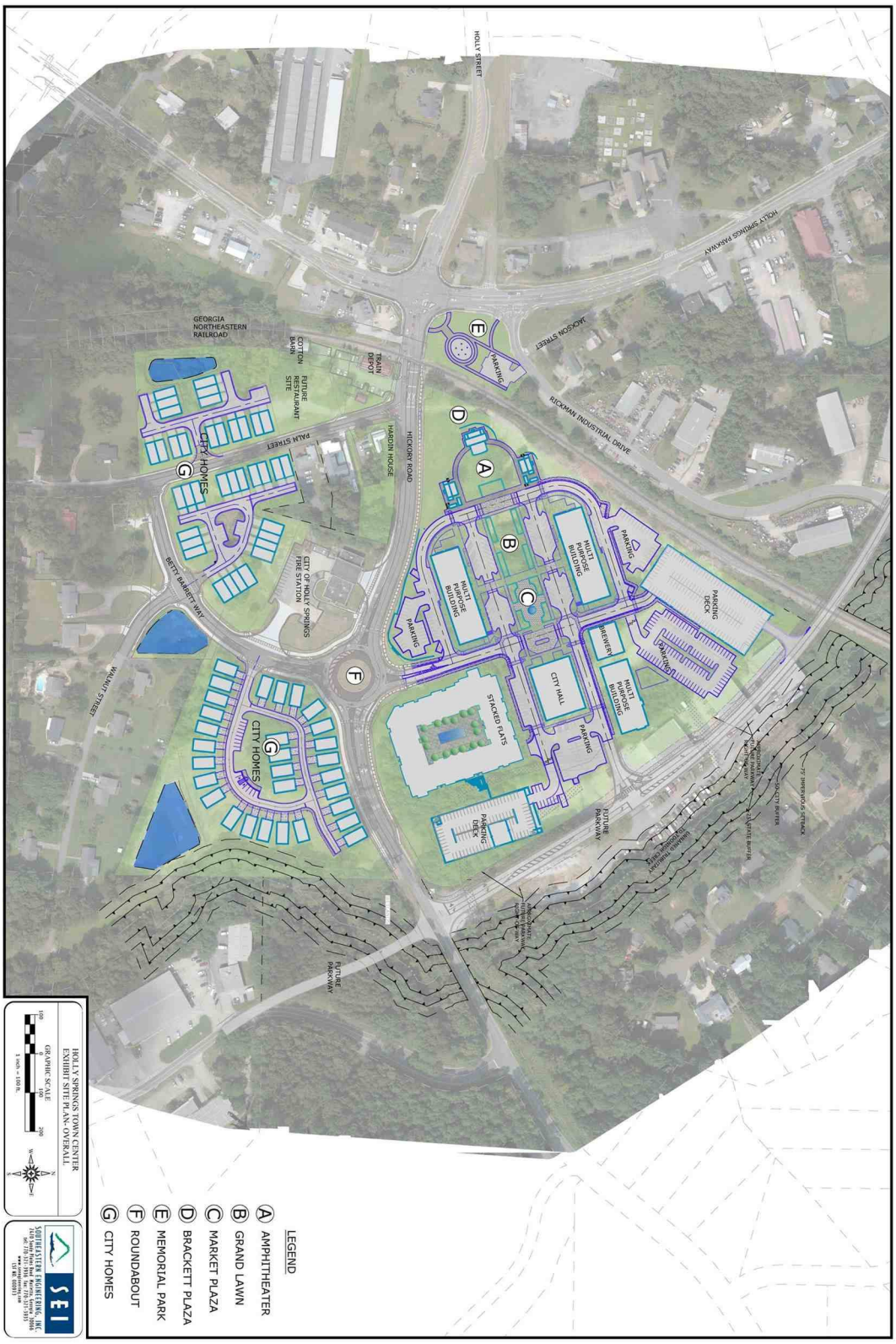

HOLLY STREET
HOLLY SPRINGS PARKWAY
JACKSON STREET
RUCKMAN INDUSTRIAL DRIVE
GEORGIA NORTHEASTERN RAILROAD
COTTON BARN
DEPOT
FUTURE RESTAURANT SITE
PALM STREET
CITY HOMES
HARDIN HOUSE
HICKORY ROAD
BRITT BARRETT WAY
CITY OF HOLLY SPRINGS FIRE STATION
WALNUT STREET
PARKING
MULTI PURPOSE BUILDING
PARKING DECK
BREWERY
CITY HALL
STACKED FLATS
FUTURE PARKWAY
LEGEND
A AMPHITHEATER
B GRAND LAWN
C MARKET PLAZA
D BRACKETT PLAZA
E MEMORIAL PARK
F ROUNDABOUT
G CITY HOMES
HOLLY SPRINGS TOWN CENTER
EXHIBIT SITE PLAN- OVERALL
GRAPHIC SCALE
1 inch = 100 ft.
SEI
SOUTHEASTERN ENGINEERING, INC.

Exhibit "B"
Resolution Amending the Downtown Holly Springs Town Center Redevelopment Plan and Tax Allocation District Number Two – Downtown Holly Springs New Town Center: Approved December 7, 2015

RES-23-2015

A RESOLUTION AMENDING THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT PLAN; TO AMEND THE BOUNDARIES OF THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA; TO DISSOLVE TAX ALLOCATION DISTRICT NUMBER ONE – HOLLY SPRINGS NEW TOWN CENTER; TO CREATE TAX ALLOCATION DISTRICT NUMBER TWO – DOWNTOWN HOLLY SPRINGS NEW TOWN CENTER TAX ALLOCATION DISTRICT; TO DESIGNATE THE BOUNDARIES AND ESTABLISH THE TAX INCREMENT BASE OF TAX ALLOCATION DISTRICT NUMBER TWO; TO ESTABLISH THE INTENT TO ISSUE AND SELL TAX ALLOCATION BONDS AND SUCH REDEVELOPMENT BONDS NECESSARY TO EFFECTUATE THE REDEVELOPMENT OF HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA AND THE DOWNTOWN HOLLY SPRINGS PORTIONS OF THE REDEVELOPMENT AREA; TO AUTHORIZE THE CITY OF HOLLY SPRINGS, GEORGIA CITY COUNCIL TO ACT AS THE REDEVELOPMENT AGENCY TO IMPLEMENT THE AMENDED REDEVELOPMENT PLAN PURSUANT TO THE REDEVELOPMENT POWERS LAW; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENT RELATED HERETO, AND OTHERWISE TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, O.C.G.A. §36-44-1, *et seq.*, is known and may be cited as the Redevelopment Powers Law; and

WHEREAS, the Redevelopment Powers Law (O.C.G.A. §36-44-1, *et seq.*) provides for the exercise of redevelopment powers, the adoption of redevelopment plans, and the creation of tax allocation districts by municipalities in the State of Georgia; and

WHEREAS, a Redevelopment Plan was adopted for the Holly Springs Town Center Redevelopment Area pursuant to O.C.G.A. § 36-44-3(9) on December 19, 2005 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan covered and included the Holly Springs Town Center and Downtown Holly Springs in the Redevelopment Area as well as other properties in the City of Holly Springs; and

WHEREAS, the Holly Springs Town Center - Tax Allocation District Number One – covered the entire Redevelopment Area under the Redevelopment Plan; and

WHEREAS, the City has determined that, as there are no outstanding redevelopment costs in the existing Holly Springs Town Center Tax Allocation District Number One and it is in the best interest of the City of Holly Springs and its citizens, and that redevelopment Holly Springs Town Center and areas within Downtown Holly Springs, will best be served by the termination of the existing Holly Springs Town Center Tax Allocation District Number One and by the creation of a larger, separate tax allocation district to serve Downtown Holly Springs; and

WHEREAS, the City of Holly Springs proposes to amend the Holly Springs Town Center Redevelopment Plan by adjusting the proposed plan boundaries and to create a larger allocation

district to serve Downtown Holly Springs; and

WHEREAS, the City Council held public hearings at the meeting of November 30, 2015 and December 7, 2015, duly noticed as prescribed by law and published in the Cherokee Tribune and as set forth in the minutes of said meeting. The purpose of the meetings was to receive suggestions and comments on the proposed amendment and tax allocation district; and

WHEREAS, the City of Holly Springs desires to adopt and approve the amendments to the Holly Springs New Town Center Redevelopment Plan; and

WHEREAS, the City of Holly Springs desires to create Tax Allocation District Number Two, known as Downtown Holly Springs New Town Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, AND IT IS HEREBY RESOLVED

Section 1. The City of Holly Springs finds and declares that the Holly Springs Town Center Redevelopment Area has not been subject to growth and development through private enterprise, and would not reasonably be anticipated to be develop without the approval of the amendments to the Redevelopment Plan.

Section 2. The City of Holly Springs finds and declares that the improvement of the Downtown Holly Springs portion of the Redevelopment Area is likely to enhance the value of a substantial portion of real property in the district.

Section 3. The amendments to the Redevelopment Plan are hereby approved and adopted, and the Amended Holly Springs Town Center Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted and approved as the Redevelopment Plan for the Downtown Holly Springs Redevelopment Area pursuant to the Redevelopment Powers Law O.C.G.A. § 36-44-1 et seq.

Section 4. The City of Holly Springs hereby creates the Tax Allocation District Number Two – Downtown Holly Springs New Town Center pursuant to the Amended Holly Springs Town Center Redevelopment Plan and the Redevelopment Powers Law.

Section 5. The Tax Allocation District Number Two – Downtown Holly Springs New Town Center is hereby created as of December 31, 2015, and shall continue in existence for thirty (30) years thereafter, or until all redevelopment costs, including financing costs and debt service on tax allocation bonds, are paid in full.

Section 6. The City of Holly Springs hereby establishes the estimated Tax Allocation Increment Base of $16,568,320 for the Tax Allocation District Number Two – Downtown Holly Springs New Town Center. The property taxes to be used for computing tax allocation increments are specified in the Tax Allocation Increment Base (M) section on pages 38 and 39 of the Amended Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 7. The City Council will act as the redevelopment agency to implement the provisions of the Amended Redevelopment Plan and to effectuate the redevelopment of the Downtown Holly Springs portion of the Redevelopment Area pursuant to the Amended Redevelopment Plan and the Redevelopment Powers Law.

Section 8. The Holly Springs New Town Center Tax Allocation District Number One –is hereby dissolved and terminated.

Section 9. The Council intends to authorize issuance of tax allocation bonds and/or obtain commercial bank financing and/or commit available or future revenues and to use the proceeds of any tax allocation bonds or financing or revenues for any and all eligible uses including, without limitation, costs of issuance of the tax allocation bonds or commercial financing; capital costs of public and private improvements, including but not limited to streets, bridges, utilities, storm and sanitary sewers, sidewalks and streetscapes, parking facilities and parks; professional services costs, including fees for architectural, engineering and environmental services; real estate assembly; and such other uses deemed necessary pursuant to provisions of the Redevelopment Plan and the Redevelopment Powers Law, as it has been and may hereafter be amended.

Section 10. The property proposed to be pledged for payment or as security for payment of tax allocation bonds will include the positive ad valorem tax allocation increments from ad valorem taxes levied on all taxable real property within the boundaries of Tax Allocation District Number Two – Downtown Holly Springs New Town Center.

Section 11. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Adopted and approved by the City Council of the City of Holly Springs, Georgia this 7th day of December 2015.

CITY OF HOLLY SPRINGS

Timothy B. Downing, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit C
Summary of Incurred City Redevelopment Costs
Eligible for Reimbursement from Future TAD Two Tax Allocation Increment

Vendor Name	Date	Purpose	Amount
Lueder, Larkin & Hunter	7/16/2019	HavGol, LLC Earnest Money/Land Acq.	1,000.00
Lueder, Larkin & Hunter	8/9/2019	HavGol, LLC Earnest Money/Land Acq.	9,000.00
Murray Barnes Finster, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	61,000.00
Smith, Gambrell & Russell, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	10,000.00
Southeastern Engineering, Inc.	8/14/2019	Land Disturbance Permit/Hydrology	37,006.00
Georgia Development Partners	8/14/2019	Town Center Project Road Network	84,551.77
Dyer & Rusbridge, PC IOLTA	9/16/2019	HavGol, LLC Land Closing	191,497.00
Southeastern Engineering, Inc.	9/16/2019	TCP Water andc Sewer Plan Review	1,600.00
Southeastern Engineering, Inc.	9/16/2019	Land Disturbance Permit/Hydrology	19,403.00
Fairbanks Engineering Co., Inc.	9/16/2019	Stormwater Structural Design	4,600.00
Georgia Development Partners	9/16/2019	Stormwater Structure Construction	9,970.00
Georgia Development Partners	9/16/2019	Town Center Project Road Network	195,276.89
Georgia Development Partners	10/17/2019	Town Center Project Road Network	214,212.98
Fairbanks Engineering Co., Inc.	10/17/2019	Stormwater Structural Design	350.00
Foresite Group, LLC	10/17/2019	Town Center Hardscapes/Softscapes	1,975.00
Georgia Development Partners	10/17/2019	Stormwater Structure Construction	13,886.46
North Georgia Foundations, Inc.	10/17/2019	Stormwater Structure Construction	67,212.25
Southeastern Engineering, Inc.	10/17/2019	Land Disturbance Permit/Hydrology	13,550.00
Georgia Development Partners	11/19/2019	Town Center Project Road Network	198,414.42
Georgia Development Partners	11/19/2019	Stormwater Structure Construction	15,771.73
Tunnel Spangler & Walsh (TSW)	11/19/2019	Town Center Hardscapes/Softscapes	1,575.00
Foresite Group, LLC	11/19/2019	Town Center Hardscapes/Softscapes	3,950.00
Oasis Consulting Services	11/19/2019	TCP Road Network Materials Testing	16,278.75
Southeastern Engineering, Inc.	11/19/2019	Land Disturbance Permit/Hydrology	8,473.00
Georgia Development Partners	12/20/2019	Town Center Project Road Network	297,560.68
Tunnel Spangler & Walsh (TSW)	12/20/2019	Town Center Hardscapes/Softscapes	2,705.00
Oasis Consulting Services	12/20/2019	TCP Road Network Materials Testing	3,292.50
Southeastern Engineering, Inc.	12/20/2019	Land Disturbance Permit/Hydrology	8,919.00
Georgia Development Partners	1/27/2020	Town Center Project Road Network	130,804.89
Foresite Group, LLC	1/27/2020	Town Center Hardscapes/Softscapes	2,765.00
Southeastern Engineering, Inc.	1/27/2020	Land Disturbance Permit/Hydrology	12,244.00
Georgia Development Partners	2/21/2020	Town Center Project Road Network	290,662.42
Oasis Consulting Services	2/21/2020	TCP Road Network Materials Testing	4,468.75
Foresite Group, LLC	2/21/2020	Town Center Hardscapes/Softscapes	1,185.00
Southeastern Engineering, Inc.	2/21/2020	Land Disturbance Permit/Hydrology	25,445.00
HavGol, LLC	3/26/2020	Town Center Project Land Acq.	2,621,000.00
Georgia Development Partners	3/27/2020	Town Center Project Road Network	403,543.05
Oasis Consulting Services	3/27/2020	TCP Road Network Materials Testing	4,870.00

Foresite Group, LLC	3/27/2020	Town Center Hardscapes/Softscapes	9,875.00
Southeastern Engineering, Inc.	3/27/2020	Land Disturbance Permit/Hydrology	4,700.00
TJ Schell, LLC	4/22/2020	TCP Tree Survey	900.00
Georgia Development Partners	4/22/2020	Town Center Project Road Network	250,172.78
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	922.50
Foresite Group, LLC	4/22/2020	Town Center Hardscapes/Softscapes	19,750.00
Oasis Consulting Services	4/22/2020	TCP Road Network Materials Testing	14,427.50
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	6,118.00
The Erosion Company (TEC)	4/22/2020	TCP Erosion Controls	810.00
Oasis Consulting Services	5/18/2020	TCP Road Network Materials Testing	5,237.00
Southeast Grinding, Inc.	5/18/2020	Site Clearing and Grubbing	15,000.00
The Erosion Company (TEC)	5/18/2020	TCP Erosion Controls	225.00
Southeastern Engineering, Inc.	5/18/2020	TCP Site Engineering/Road Network	7,175.00
Georgia Development Partners	5/18/2020	Town Center Project Road Network	324,702.31
Murray Barnes Finister LLP	6/5/2020	Bond Issuance Costs URA Series 2020	51,000.00
Smith, Gambrell & Russell, LLP	6/5/2020	Bond Issuance Costs URA Series 2020	10,000.00
Georgia Development Partners	6/16/2020	Town Center Project Road Network	211,320.79
Oasis Consulting Services	6/16/2020	TCP Road Network Materials Testing	6,372.50
BM&K Construction & Engineering	6/16/2020	Town Center Project Road Network	7,045.37
Georgia Power Company	6/16/2020	TCP Lamp posts and street lighting	97,000.00
The Erosion Company (TEC)	6/16/2020	TCP Erosion Controls	5,240.00
Foresite Group, LLC	6/16/2020	Town Center Hardscapes/Softscapes	6,150.00
Southeast Grinding, Inc.	6/16/2020	Site Clearing and Grubbing	15,000.00
Southeastern Engineering, Inc.	6/16/2020	TCP Site Engineering/Road Network	10,300.00
Georgia Development Partners	7/16/2020	Town Center Project Road Network	214,903.86
Oasis Consulting Services	7/16/2020	TCP Road Network Materials Testing	3,178.75
Environmental Associates, Inc.	7/16/2020	TCP/Ind. Connector Site Demolition	1,400.00
Fairbanks Engineering Co., LLC	7/16/2020	Stormwater Structural Design	250.00
The Erosion Company (TEC)	7/16/2020	TCP Erosion Controls	1,375.00
Weaver Grading & Hauling, Inc.	7/16/2020	Stormwater Detention Facility	27,935.46
Foresite Group, LLC	7/16/2020	Town Center Hardscapes/Softscapes	4,100.00
Southeastern Engineering, Inc.	7/16/2020	TCP Site Engineering/Road Network	12,600.00
Georgia Development Partners	8/18/2020	Town Center Project Road Network	163,905.23
Oasis Consulting Services	8/18/2020	TCP Road Network Materials Testing	6,817.50
The Erosion Company (TEC)	8/18/2020	TCP Erosion Controls	598.75
Weaver Grading & Hauling, Inc.	8/18/2020	Stormwater Detention Facility	3,240.00
North Georgia Foundations, Inc.	8/18/2020	Stormwater Detention Facility	95,460.53
Foresite Group, LLC	8/18/2020	Town Center Hardscapes/Softscapes	4,390.00
Southeastern Engineering, Inc.	8/18/2020	TCP Site Engineering/Road Network	8,235.00
ASAP Signs	9/21/2020	TCP Construction Signage	570.00
Environmental Associates, Inc.	9/21/2020	TCP/Ind. Connector Site Demolition	1,070.00
The Erosion Company (TEC)	9/21/2020	TCP Erosion Controls	10,395.25
North Georgia Foundations, Inc.	9/21/2020	Stormwater Detention Facility	314,844.59

Foresite Group, LLC	9/21/2020	Town Center Hardscapes/Softscapes	7,065.00
Georgia Development Partners	10/20/2020	Town Center Project Road Network	113,390.86
Southeastern Engineering, Inc.	10/20/2020	TCP Site Engineering/Road Network	2,195.00
Precision Blasting	11/16/2020	Stormwater Detention Facility	3,200.00
The Erosion Company (TEC)	11/16/2020	TCP Erosion Controls	882.75
Foresite Group, LLC	11/16/2020	Town Center Hardscapes/Softscapes	11,750.00
Onsite Monitoring & Management	11/16/2020	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2020	TCP Site Engineering/Road Network	5,027.50
Georgia Development Partners	11/20/2020	Town Center Project Road Network	193,135.30
Georgia Power Company	12/30/2020	TCP Pedestrian Lamp Posts	24,000.00
Oasis Consulting Services	12/30/2020	TCP Materials Testing	3,576.25
Onsite Monitoring & Management	12/30/2020	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	1/22/2021	TCP Site Engineering/Surveying	5,551.00
The Erosion Company (TEC)	1/22/2021	TCP Erosion Controls	4,971.25
Weaver Grading & Hauling, Inc.	1/22/2021	Stormwater Detention Facility	94,871.05
Onsite Monitoring & Management	1/22/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	2/17/2021	TCP Materials Testing	1,496.25
The Erosion Company (TEC)	2/17/2021	TCP Erosion Controls	345.00
Onsite Monitoring & Management	2/17/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	3/24/2021	TCP Materials Testing	1,051.25
Southeastern Engineering, Inc.	3/24/2021	TCP Site Engineering/Surveying	51,250.00
Foresite Group, LLC	3/24/2021	Town Center Hardscapes/Softscapes	2,780.00
Odyssey Development Group	3/24/2021	Industrial Connector Demolition	25.75
Weaver Grading & Hauling, Inc.	3/24/2021	Stormwater Detention Facility	36,584.45
Onsite Monitoring & Management	3/24/2021	TCP Site MS4 Monitoring	300.00
The Erosion Company (TEC)	4/19/2021	TCP Erosion Controls	5,471.60
Onsite Monitoring & Management	4/19/2021	TCP Site MS4 Monitoring	300.00
Twin Oaks Landscape Group, Inc.	5/21/2021	TCP Landscaping at Walnut Street	887.50
Complete Demolition Services, LLC	5/21/2021	TCP Site Demolition	112,000.00
Foresite Group, LLC	5/21/2021	Town Center Hardscapes/Softscapes	7,000.00
Onsite Monitoring & Management	5/21/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	5/21/2021	TCP Site Engineering/Surveying	12,017.50
Commercial Buildings & Doors, Inc.	5/27/2021	TCP Site Demolition	34,250.00
Foresite Group, LLC	6/15/2021	Town Center Hardscapes/Softscapes	8,600.00
Onsite Monitoring & Management	6/15/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	6/15/2021	TCP Site Engineering/Plan Revisions	4,856.05

The Erosion Company (TEC)	6/15/2021	TCP Erosion Controls	475.00
Onsite Monitoring & Management	7/28/2021	TCP Site MS4 Monitoring	100.00
The Erosion Company (TEC)	7/28/2021	TCP Erosion Controls	896.25
Onsite Monitoring & Management	8/16/2021	TCP Site MS4 Monitoring	100.00
Odyssey Development Group	9/20/2021	TCP Site Liens/Landscape Plans	106.15
Onsite Monitoring & Management	9/20/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	9/20/2021	TCP Site Engineering/Plan Revisions	11,727.50
Alliance Land Surveying	10/26/2021	TCP Site Staking Services	10,825.00
Environmental Associates, Inc.	10/26/2021	TCP Asbestos Survey/Demolition	720.00
Foresite Group, LLC	10/26/2021	Town Center Hardscapes/Softscapes	5,700.00
Onsite Monitoring & Management	10/26/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	10/26/2021	TCP Site Plan Surveying/Engineering	12,662.50
TJ Schell, LLC	10/26/2021	TCP Site Tree Survey	450.00
Vertical Earth, Inc.	10/26/2021	TCP Site Work	71,358.34
Alliance Land Surveying	11/16/2021	TCP Site Staking Services	8,500.00
Onsite Monitoring & Management	11/16/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2021	TCP Site Surveying/Engineering	6,888.75
Vertical Earth, Inc.	11/16/2021	TCP Site Work	248,452.02
Foresite Group, LLC	12/15/2021	Town Center Hardscapes/Softscapes	4,762.50
Lueder, Larkin & Hunter	12/15/2021	Prepare quitclaim deeds for TCP	713.00
Onsite Monitoring & Management	12/15/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	12/15/2021	TCP Site Surveying/Engineering	10,493.75
Southeastern Engineering, Inc.	12/15/2021	Construction Administration	1,675.00
Vertical Earth, Inc.	12/15/2021	TCP Site Work	287,360.67
		Grand Total	$ 8,380,280.95

Exhibit "D" City of Holly Springs
Tax Allocation District Increment Summary
For the Tax Years 2019-2021

Tax Year	2015 Assessment (1)	Assessed Value	Tax Increment	City Millage	County Millage	School Millage	Total	Ratio (2)
2019	$ 16,426,360	$ 26,695,880	$ 10,269,520	$ 47,342	$ 53,566	$ 189,473	$ 290,381	0.3847
2020	$ 16,426,360	$ 25,215,279	$ 8,794,919	$ 38,698	$ 45,839	$ 162,266	$ 246,803	0.3488
2021	$ 16,426,360	$ 26,848,123	$ 10,421,763	$ 43,980	$ 54,318	$ 189,676	$ 287,974	0.3882
(1) 2015 assesssed value represents the base year for the Holly Springs Tax Allocation District as approved by the Georgia Department of Revenue.								
(2) Ratio of tax increment to assessed value								
Note: The digest numbers summarized above are gross and do not include deductions for residential homestead exemptions.								

Exhibit "E"
SAMPLE COUNTY RESOLUTION

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CHEROKEE COUNTY AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENTS FOR THE CITY OF HOLLY SPRINGS TAX ALLOCATION DISTRICT NUMBER TWO – SUBJECT TO AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE COUNTY AND THE CITY OF HOLLY SPRINGS SATISFYING CERTAIN REQUIREMENTS APPROVED HEREBY; AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Holly Springs, Georgia (the "City") through its Mayor and City Council, amended a Redevelopment Plan (the "Redevelopment Plan") with respect to a Redevelopment Area (the "Redevelopment Area") and has dissolved the City's existing Tax Allocation District Number One and replaced it with the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center, which has been certified by the State Revenue Commissioner as of December 31, 2015, in accordance with O.C.G.A 36- 44-10.

WHEREAS, the City intends to authorize the issuance of tax allocation bonds and/or other obligations (collectively, "TAD Bonds" or "TAD Financing") as may be necessary to implement provisions of the Redevelopment Plan to be adopted by the City;

WHEREAS, the Redevelopment Powers Law provides that County ad valorem property taxes derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution;

WHEREAS, the City has requested that the County consent to inclusion of County ad valorem taxes on real property collected within the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center in the computation of the tax allocation increments of the amended TAD Number Two;

WHEREAS, if the County consents as requested, the County will forego and lose the ad valorem tax increments as to real property included in the computation of the tax allocation increments of the TAD (as applicable, the "Tax Increments") as will the City; the County desires that certain amounts with respect to such Tax Increments of the County or any agreed upon portion thereof will constitute eligible redevelopment costs under the Redevelopment Powers Law, as provided hereinafter;

WHEREAS, the County desires that the County and the City enter into a new Intergovernmental Agreement (the "Intergovernmental Agreement") providing in part that "eminent domain" as defined in the Intergovernmental Agreement shall not be used for private economic development, and that Excess Funds shall be kept in a sinking fund for the repayment of principal, with the goal of completing successful redevelopment and paying off all redevelopment costs as quickly as possible;

WHEREAS, subject to the terms contained in the Intergovernmental Agreement, the County has determined that it is in the best interest of the citizens of the County that the County participate in the amended TAD so as to maximize its value and therefore maximize the redevelopment potential of the Redevelopment Area; and

WHEREAS, the Board of Commissioners now wishes to consent to inclusion of County ad valorem taxes on real property collected within the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center in the computation of the tax allocation increment of the City of Holly Springs TAD Number Two, subject to the terms contained in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia, and it is hereby resolved by the authority of the same as follows:

Section 1. The Board of Commissioners of the County does hereby consent to inclusion of County ad valorem taxes on real property within the amended TAD Number Two in the computation of the tax allocation increments for the TAD to be calculated in accordance with O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, commencing with Fiscal Year 2023 County property tax bills issued during calendar year 2022.

Section 2. No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement will be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the County in his or her individual capacity and no officer, director, agent or employee of the County in his or her individual capacity shall be held liable in connection therewith.

Section 3. All acts and doings of the officers, commissioners, agents and employees of the County in conformity with the purposes and intent of this Resolution and the furtherance of the execution, delivery and performance of the Intergovernmental Agreement or the Development Agreement are in all respects hereby approved and confirmed.

Section 4. This Resolution shall be effective immediately upon adoption. All resolutions and parts of resolutions in conflict with this Resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Cherokee County, Georgia, this_____day of_____, 2021.

CHEROKEE COUNTY, GEORGIA

BY:

BY: _____
Harry B. Johnston, Chairman
Board of Commissioners

ATTEST: _____
Christy Black
County Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into this _____ ____, 20__, by and between 8A Translations LLC, a Georgia limited liability company (hereinafter referred to as "Contractor"), and the City of Holly Springs, a municipality in the State of Georgia (hereinafter referred to as the "Client").

1. Performance Obligations and Scope of Services. Contractor agrees to provide the services set forth in **Exhibit A** to this Agreement (the "Services") to Client on an independent contractor basis. Client approves that the Services may be subcontracted or assigned out by Contractor, as needed in order to meet the Client's request of services. Contractor shall comply with all applicable federal state and local laws, codes and regulations in effect during the term of this Agreement.

2. Fees; Payment for the Services.

2.1 Fees. Client shall pay Contractor on an hourly basis for the provision of the Services, with the prevailing rate being $65 per hour of services provided, with a two-hour minimum and a $10 hourly surcharge for any services provided on weekends or holidays. There shall also be a cancellation fee, equal to the two-hour minimum, for any scheduled provision of the Services that is not cancelled 24 hours beforehand by the Client. All invoices for provision of the Services shall be paid within 15 days of receipt by the Client. However, for any provision of the Services that is performed via telephone and not in person, the hourly rate will remain the same ($65/hr), but the minimum time shall be 1 hour instead of 2 hours. Lastly, for all Services provided hereunder, the amount of time billed to the Client shall be computed to the nearest quarter of an hour.

2.2 Reimbursement of Expenses. Client shall reimburse Contractor for all necessary and reasonable expenses incurred in the performance of the Services and in particular, Client shall reimburse Contractor for mileage that exceeds 25 miles, at the Standard Mileage Rate set by U.S. General Services Administration (G.S.A.) at the time the services are provided for all Spanish Interpreters. For languages other than Spanish, travel time at the applicable hourly rate for that language shall be reimbursed. Contractor shall submit the invoice to Client for payment.

2.3 Fees: Payment for the Services of interpreters for Languages Other than Spanish. Client shall pay Contractor on an hourly basis for the provision of services of interpreters for languages other than Spanish, with the prevailing rate of $85-$95 per hour (depending on the language) of services provided, with a 2-hour minimum and a $10 hourly surcharge for services provided on weekends or holidays. There shall be a cancellation fee, equal to the two-hour minimum, for any scheduled provision of Services that is not cancelled 24 hours beforehand by the Client. All invoices for provision of the Services shall be paid within 30 days of receipt by the Client. However, for any provision of the Services that is performed via telephone and not in person, the hourly rate will remain the same, but the minimum time shall be 1 hour instead of 2 hours. Lastly, for all Services provided hereunder, the amount of time billed to the Client shall be computed to the nearest quarter of an hour.

3. Independent Contractor.

3.1 Status of Contractor. It is expressly understood and agreed that Contractor is an independent contractor and is not an employee, agent, venturer, or partner of Client. Except as expressly provided herein, neither party shall have the authority, nor act, represent or hold itself out as having authority, to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. The rights, duties, obligations and liabilities of the parties shall be several and not joint or collective, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations and actions as set forth in this Agreement.

3.2 Performance of the Services. Contractor shall act as an independent contractor at all times. Subject only to this Agreement and to the general needs and requirements of Client, Contractor shall determine Contractor's own days, hours, and places of work. Except as otherwise provided herein, Contractor shall be responsible for providing for Contractor's own expenses, overhead, transportation and other items or services required to carry out the Services, unless otherwise indicated in the description of the Services. Contractor will, in Contractor's discretion, and subject only to the general needs and requirements of the Client, determine the means and manner by which Contractor performs the Services.

3.3 Insurance, Taxes and Benefits. Contractor shall be fully and solely responsible for all applicable insurance and taxes (including the filing of all applicable tax forms). As a result, Client shall not withhold or pay any payroll or employment taxes of any kind with respect to any payments to Contractor during the time covered by this Agreement. Contractor is not eligible for, nor may Contractor participate in, any employment benefits or benefit plans provided to Clients employees. Contractor will not assert a claim of employment against Client nor claim any entitlement to participation in its employee benefit programs. If, however, Contractor is deemed to be eligible for participation in such benefits or plans, Contractor hereby waives and releases any such rights.

4. Implementation.

4.1 Severability. Each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision or provisions. Further, if any provision is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between such provision and any applicable law or public policy, such provision shall be redrawn to be valid and enforceable to the extent required for such provision to be consistent with such law or public policy.

4.2 Waiver. The waiver by Client of any breach of this Agreement by Contractor shall not be effective unless in writing, signed by an authorized official and referencing the specific breach, and no such waiver shall operate or be construed as a waiver of the same or another breach on a subsequent occasion.

4.3 Entire Agreement. This document supersedes any previous written or oral agreements relating to this subject which Contractor may have made with Client. It may not be changed orally, but only in a separate written agreement signed by the President that references this agreement and the specific section being changed.

4.4 Controlling Law, Jurisdiction and Venue. This Agreement is deemed to be entered into, finally accepted and performed in the State of Georgia. Contractor agrees that the laws of the State of Georgia shall be applicable to the contract, its construction, interpretation, effect, performance and non–performance and consequences thereof, except to the extent that Georgia's choice of law rules would require the application of the law of another jurisdiction. Contractor and Client hereby consent to use binding arbitration to resolve any and all disputes arising out of this Agreement. Moreover, the prevailing party in any such dispute will be entitled to all costs associated with the arbitration, including attorneys' fees.

INITIALS: Contractor _____ Client: _____

4.5 Termination. Nothing contained in this Agreement shall be deemed to create, either expressly or by implication, a contract of employment for any specific term, and insofar as this Agreement is concerned, Contractor's provision of the Services shall be specifically for the period of time required to perform the Services and is terminable by either party upon thirty (30) days written notice. No act, statement or conduct of any nature whatsoever of any representative of Client shall alter the nature of Contractor's relationship with Client unless set forth in a separate, written agreement.

4.6 Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

4.7 Notices. All notices required under this Agreement shall be made in writing and shall be deemed given when (1) delivered in person, (2) deposited in the U.S. mail, first class, with proper postage prepaid and properly addressed, and (3) received by

For the Contractor:

For the Client:

IN WITNESS WHEREOF, Contractor and Client have entered and executed this Agreement this ___ day of _____ 2007.

CLIENT – CITY OF HOLLY SPRINGSS

_____

By:
Title:

CONTRACTOR – 8A TRANSALTIONS LLC

_____
Ramuel Martinez (Dec 17, 2021 11:40 EST)

By:
Title:

EXHIBIT A

The Services provided by Contractor to Client, as referenced in Section 1 of the INDEPENDENT CONTRACTOR AGREEMENT are:

1. Spanish Interpreter to be in all court sessions required by Holly Springs Court, provided by 8A Translations. Such interpreter would be in compliance with the requirements of the Commission on Interpreters of the State of Georgia.
2. If the Court is in need of an interpreter also in compliance with the requirements of the Commission on Interpreters of the State of Georgia for another language, 8A Translations will be able to provide such service if given advance notice.
3. 8A Translations will also assist the Court with interpretation in probationers reporting and in jail bond hearings on other locations as needed.
4. Over the phone translations as if required by the Court.
5. Translation of documents, transcripts, video and audio materials.

INITIALS: Contractor _____ Client: _____

COUNCIL AGENDA REPORT

FROM: **Nancy Moon**

CC: **City Clerk**
Public Information

SUBJECT: Release of Oakhaven Phase 2 Maintenance Bond and Acceptance of Roads

DATE: **December 16, 2021** **COUNCIL MEETING DATE:** **December 20, 2021**

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision	Bond Type	Bond Number	Amount
Oakhaven Phase 2	Maintenance	SUR0040192	$160,902.52

In addition, the following roads are requested for acceptance:

Subdivision	Road	Linear Feet
Oakhaven Phase 2	Pebblestone Lane	648.00
	Timberleaf Road	1276.00
	Walnut Ridge Road	539.00

The City Engineer has inspected this phase and approved the release of the bond.

CONCURRENCES

City Engineer

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Map

PLAT BOOK:118 PG:1748
Filed: 11/08/2018 12:11 PM
Clerk File Number: 28-2018-000697
Rec: $8.00
Patty Baker, Clerk of Superior Court
Cherokee County, GA

Plat
Recorded 11/8/2018 12:11 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1748
Participant IDs: 9247802728

FINAL SUBDIVISION PLAT

OAKHAVEN PHASE II

FOR

PULTE HOME CORPORATION

LOCATED IN LAND LOTS 327 AND 394,
15TH LAND DISTRICT, 2ND SECTION,
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

N
W E
S

GRID NORTH
GA WEST ZONE

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

10-25-18

Cherokee County Water & Sewerage Authority *Date*

CORNER LEGEND

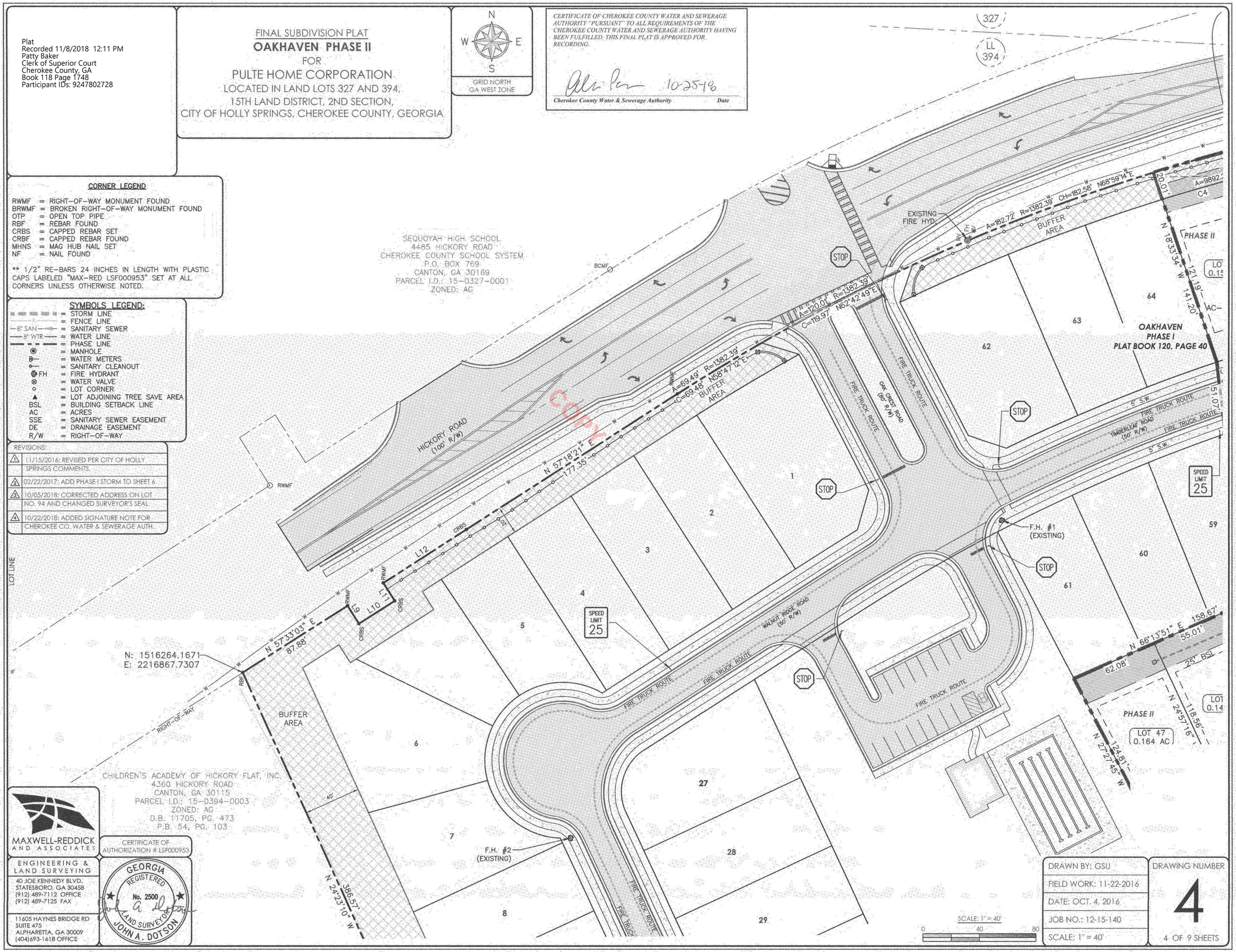
RWMF	=	RIGHT-OF-WAY MONUMENT FOUND
BRWMF	=	BROKEN RIGHT-OF-WAY MONUMENT FOUND
OTP	=	OPEN TOP PIPE
RBF	=	REBAR FOUND
CRBS	=	CAPPED REBAR SET
CRBF	=	CAPPED REBAR FOUND
MHNS	=	MAG HUB NAIL SET
NF	=	NAIL FOUND

** 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED "MAX-RED LSF000953" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

SYMBOLS LEGEND:

STORM	=	STORM LINE
FENCE	=	FENCE LINE
8" SAN	=	SANITARY SEWER
8" WTR	=	WATER LINE
PHASE	=	PHASE LINE
MH	=	MANHOLE
WM	=	WATER METERS
SCO	=	SANITARY CLEANOUT
FH	=	FIRE HYDRANT
WV	=	WATER VALVE
LC	=	LOT CORNER
LA	=	LOT ADJOINING TREE SAVE AREA
BSL	=	BUILDING SETBACK LINE
AC	=	ACRES
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
R/W	=	RIGHT-OF-WAY

REVISIONS:
1 11/15/2016: REVISED PER CITY OF HOLLY SPRINGS COMMENTS.
2 02/22/2017: ADD PHASE I STORM TO SHEET 6
3 10/05/2018: CORRECTED ADDRESS ON LOT NO. 94 AND CHANGED SURVEYOR'S SEAL
4 10/22/2018: ADDED SIGNATURE NOTE FOR CHEROKEE CO. WATER & SEWERAGE AUTH.



COPY

SCALE: 1" = 40'
0 40 80

MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX
11605 HAYNES BRIDGE RD
SUITE 475
ALPHARETTA, GA 30009
(404)693-1618 OFFICE
CERTIFICATE OF AUTHORIZATION # LSF000953
GEORGIA REGISTERED No. 2500 LAND SURVEYOR JOHN A. DOTSON

DRAWN BY: GSU	DRAWING NUMBER 4
FIELD WORK: 11-22-2016	
DATE: OCT. 4, 2016	
JOB NO.: 12-15-140	
SCALE: 1" = 40'	4 OF 9 SHEETS

PLAT BOOK:118 PG:1749
Filed: 11/08/2018 12:11 PM
Clerk File Number: 28-2018-000698
Rec: $8.00
Patty Baker, Clerk of Superior Court
Cherokee County, GA

Plat
Recorded 11/8/2018 12:11 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1749
Participant IDs: 9247802728

FINAL SUBDIVISION PLAT
OAKHAVEN PHASE II
FOR
PULTE HOME CORPORATION
LOCATED IN LAND LOTS 327 AND 394,
15TH LAND DISTRICT, 2ND SECTION,
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

SEQUOYAH HIGH SCHOOL
4485 HICKORY ROAD
CHEROKEE COUNTY SCHOOL SYSTEM
P.O. BOX 769
CANTON, GA 30169
PARCEL I.D.: 15-0327-0001
ZONED: AG

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

Cherokee County Water & Sewerage Authority — *Date* 10-25-18

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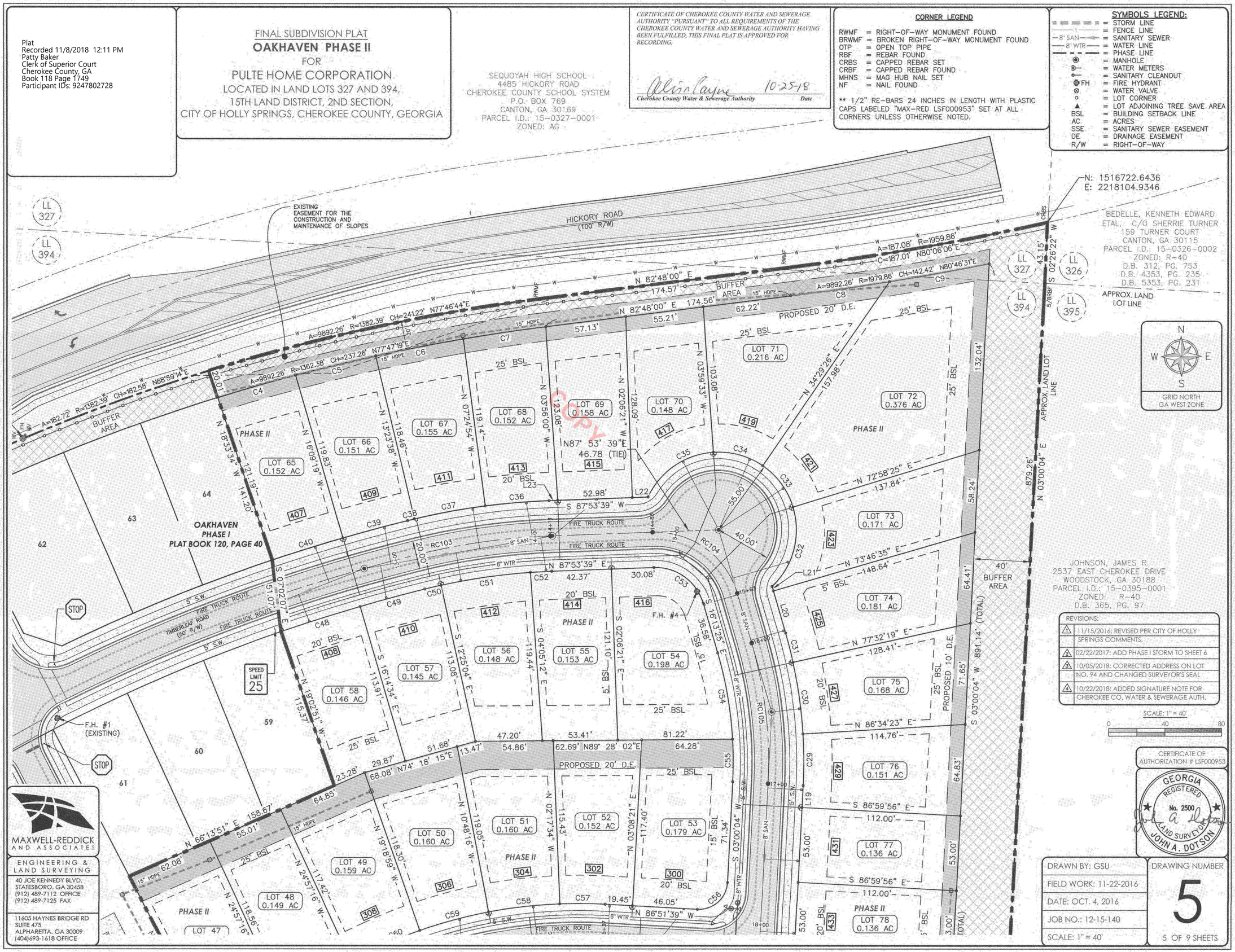
= PHASE LINE
= MANHOLE
= WATER METERS
= SANITARY CLEANOUT
FH = FIRE HYDRANT
= WATER VALVE
= LOT CORNER
= LOT ADJOINING TREE SAVE AREA
BSL = BUILDING SETBACK LINE
AC = ACRES
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
R/W = RIGHT-OF-WAY



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SCALE: 1" = 40'
0 40 80

CERTIFICATE OF AUTHORIZATION # LSF000953

GEORGIA REGISTERED No. 2500 LAND SURVEYOR JOHN A. DOTSON

MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX
11605 HAYNES BRIDGE RD
SUITE 475
ALPHARETTA, GA 30009
(404)693-1618 OFFICE

DRAWN BY: GSU
FIELD WORK: 11-22-2016
DATE: OCT. 4, 2016
JOB NO.: 12-15-140
SCALE: 1" = 40'

DRAWING NUMBER 5
5 OF 9 SHEETS

COPY

PLAT BOOK:118 PG:1750
Filed: 11/08/2018 12:11 PM
Clerk File Number: 28-2018-000699
Rec: $8.00
Patty Baker, Clerk of Superior Court
Cherokee County, GA

Plat
Recorded 11/8/2018 12:11 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1750
Participant IDs: 9247802728

REVISIONS:
1	11/15/2016: REVISED PER CITY OF HOLLY SPRINGS COMMENTS.
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CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

Cherokee County Water & Sewerage Authority — *Date* 10/25/18

LL 393 | LL 394

APPROX. LAND LOT LINE

APPROX. LAND LOT LINE

SYMBOLS LEGEND:

- = STORM LINE
- = FENCE LINE
- 8" SAN = SANITARY SEWER
- 8" WTR = WATER LINE
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- = MANHOLE
- = WATER METERS
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- FH = FIRE HYDRANT
- = WATER VALVE
- = LOT CORNER
- = LOT ADJOINING TREE SAVE AREA
- BSL = BUILDING SETBACK LINE
- AC = ACRES
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
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CORNER LEGEND

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** 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED "MAX-RED LSF000953" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

FINAL SUBDIVISION PLAT
OAKHAVEN PHASE II
FOR
PULTE HOME CORPORATION
LOCATED IN LAND LOTS 327 AND 394,
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ALPHARETTA, GA 30009
(404)693-1618 OFFICE
CERTIFICATE OF AUTHORIZATION # LSF000953
GEORGIA REGISTERED No. 2500 LAND SURVEYOR JOHN A. DOTSON

CHILDREN'S ACADEMY OF HICKORY FLAT, INC.
4360 HICKORY ROAD
CANTON, GA 30115
PARCEL I.D.: 15-0394-0003
ZONED: AG
D.B. 11705, PG. 473
P.B. 54, PG. 103

N 24°23'10" W 386.57'
N 71°26'12" E 95.05'
CRBS
CRBF
S 88°53'29" E 230.00'
BENT RBF (RESET)
N 19°46'41" W 315.94'
40' BUFFER AREA
BATTING CAGE (WOOD FRAME AND NETTING)
DETENTION POND PHASE I
F.H. #2 (EXISTING)
F.H. #3 (EXISTING)
FIRE TRUCK ROUTE
WALNUT RIDGE ROAD (50' R/W)
PHASE I
7 8 9 10 11 12 13 14 15 16 17
28 29 30 31 32 33
OAKHAVEN PHASE I PLAT BOOK 120, PAGE 40
PHASE II
LOT 36 0.220 AC
LOT 35 0.171 AC
LOT 34 0.180 AC
LOT 20 0.160 AC
LOT 19 0.168 AC
LOT 18 0.164 AC
COMMON AREA 3.389 AC
AC-5-22A-18-14-6-2
318 319 320 321 322 236 238 240
STOP
N 65°02'44" E 32.88'
S 81°45'29" E 128.50'
S 78°02'41" W 126.44'
N 24°57'16" W 75.56'
S 65°02'44" W 120.00'
N 24°57'16" W 217.30'
N 65°02'44" E 58.51'
15" HDPE 43.12'
N 72°50'28" E 100.63'
N 72°50'28" E 66.73'
S 17°09'32" E 122.84'
S 24°57'16" E 130.76'
N 24°57'16" W 138.01'
S 65°02'44" W 139.51'
N 65°02'44" E 66.15'
N 72°50'28" E 31.49'
N 02°28'45" E 230.80'
S 17°09'32" E 709.32'
53.49'
37.06'
49.45'
53.00'
11.90' C21 10.79'
117.00'
C62 C63 C64 C65 C66 C67
L37 L38 L39 L40
20' BSL
25' BSL
15' BSL
60' RCP
42" RCP
36" RCP
30" RCP
18" RCP
15" HDPE
12" HDPE
8" SAN
18" SAN
RC107
VARIANCE APPROVED BY CITY OF HOLLY SPRINGS FOR 25' REDUCTION OF STREAM BUFFER (LOTS 17-26) DATED 11-10-2015
75' NON PERVIOUS STREAM BUFFER
50' NON PERVIOUS STREAM BUFFER
25' UNDISTURBED STREAM BUFFER
CL STREAM
WRESTED VEGETATION
WRESTED
DRAINAGE SWALE
TOP OF SLOPE
BOTTOM OF SLOPE
12" RCP (PIPE BROKEN)
EXISTING POND WATER ELEV.= 994.3 AS OF 04-08-2015
8" PVC TERMINUS UNKNOWN
DAM
RWA 20' ROW/DE

SCALE: 1" = 40'
0 40 80

DRAWN BY: GSU	DRAWING NUMBER 6
FIELD WORK: 11-22-2016	
DATE: OCT. 4, 2016	
JOB NO.: 12-15-140	
SCALE: 1" = 40'	6 OF 9 SHEETS

COPY

PLAT BOOK:118 PG:1751
Filed: 11/08/2018 12:11 PM
Clerk File Number: 28-2018-000700
Rec: $8.00
Patty Baker, Clerk of Superior Court
Cherokee County, GA

Plat
Recorded 11/8/2018 12:11 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1751
Participant IDs: 9247802728

FINAL SUBDIVISION PLAT
OAKHAVEN PHASE II
FOR
PULTE HOME CORPORATION
LOCATED IN LAND LOTS 327 AND 394,
15TH LAND DISTRICT, 2ND SECTION,
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

REVISIONS:
1. 11/15/2016: REVISED PER CITY OF HOLLY SPRINGS COMMENTS.
2. 02/22/2017: ADD PHASE I STORM TO SHEET 6
3. 10/05/2018: CORRECTED ADDRESS ON LOT NO. 94 AND CHANGED SURVEYOR'S SEAL
4. 10/22/2018: ADDED SIGNATURE NOTE FOR CHEROKEE CO. WATER & SEWERAGE AUTH.

N W E S
GRID NORTH
GA WEST ZONE

SCALE: 1" = 40'
0 40 80

SYMBOLS LEGEND:
- = STORM LINE
- = FENCE LINE
- 8" SAN = SANITARY SEWER
- 8" WTR = WATER LINE
- = PHASE LINE
- = MANHOLE
- = WATER METERS
- = SANITARY CLEANOUT
- FH = FIRE HYDRANT
- = WATER VALVE
- = LOT CORNER
- = LOT ADJOINING TREE SAVE AREA
- BSL = BUILDING SETBACK LINE
- AC = ACRES
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- R/W = RIGHT-OF-WAY

CORNER LEGEND
- RWMF = RIGHT-OF-WAY MONUMENT FOUND
- BRWMF = BROKEN RIGHT-OF-WAY MONUMENT FOUND
- OTP = OPEN TOP PIPE
- RBF = REBAR FOUND
- CRBS = CAPPED REBAR SET
- CRBF = CAPPED REBAR FOUND
- MHNS = MAG HUB NAIL SET
- NF = NAIL FOUND

** 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED "MAX-RED LSF000953" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

Cherokee County Water & Sewerage Authority — Date 10-25-18

CERTIFICATE OF AUTHORIZATION # LSF000953

GEORGIA REGISTERED No. 2500 LAND SURVEYOR
JOHN A. DOTSON

MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX
11605 HAYNES BRIDGE RD
SUITE 475
ALPHARETTA, GA 30009
(404)693-1618 OFFICE

DRAWN BY: GSU	DRAWING NUMBER
FIELD WORK: 11-22-2016	7
DATE: OCT. 4, 2016	
JOB NO.: 12-15-140	
SCALE: 1" = 40'	7 OF 9 SHEETS

CONFIDENTIAL

PLAT BOOK:118 PG:1752
Filed: 11/08/2018 12:11 PM
Clerk File Number: 28-2018-000701
Rec: $8.00
Patty Baker, Clerk of Superior Court
Cherokee County, GA

Plat
Recorded 11/8/2018 12:11 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1752
Participant IDs: 9247802728

N
W E
S
GRID NORTH
GA WEST ZONE

BUFFER AREA
40'
N 19°46'41" W 315.94'
12" HDPE
18" HDPE
14
15
16
17
OAKHAVEN
PHASE I
PLAT BOOK 120, PAGE 40
VARIANCE APPROVED BY CITY OF HOLLY SPRINGS FOR 25' REDUCTION OF STREAM BUFFER (LOTS 17-26) DATED 11-10-2015
DETENTION POND PHASE 1
60" RCP
BATTING CAGE (WOOD FRAME AND NETTING)
S 88°53'29" E 230.00'
BENT RBF (RESET)
CRBF
N 01°06'01" E 175.32'
OUTLET CONTROL STRUCTURE
48" RCP
APPROX. LAND LOT LINE
LL 394
LL 399
SOUTH SIDE OF 24" OAK TREE
N: 1515413.6882
E: 2216810.8174
CRBS
L8
L7
L6
L5
L4
L3
L2
L1
NORTH SIDE OF 34" OAK TREE
SOUTH SIDE OF 20" OAK TREE
24" RCP
NORTH SIDE OF 28" OAK TREE
SOUTH SIDE OF 24" PINE TREE
51.76'
102.93'
S 87°31'03" E 154.69'
40.00'
N87° 31' 03"W 103.06'
N 87°08'26" W 283.87'
BUFFER AREA
75' NON PERVIOUS STREAM BUFFER
50' NON PERVIOUS STREAM BUFFER
25' UNDISTURBED STREAM BUFFER
CL STREAM
WRESTED VEGETATION
N 02°28'45" E 230.80'
DAM
WWW.D.HOLLOW
EXISTING POND WATER ELEV. 994.3 AS OF 04-08-2015
12" RCP (PIPE BROKEN)
8" PVC TERMINUS UNKNOWN
TOP OF SLOPE
BOTTOM OF SLOPE
DRAINAGE SWALE
25' UNDISTURBED STREAM BUFFER
50' NON PERVIOUS STREAM BUFFER
7'
**NOTE– EXISTING POND NOR USED AS A DETENT SUBDIVISION. DETENTION CAPTURES RUNOFF FOR
N 72°50'28" E 42.49'
F.H. (EXISTING)
C20
C21
N 72°50'28" E 100.63'
66.73'
11.90'
53.49'
N 17°09'32" W 50.00'
8" SAN
18" RCP
36" RCP
60" RCP
20' BSL
25' BSL
236
238
240
242
PHASE II
LOT 18 0.164 AC
LOT 19 0.168 AC
LOT 20 0.160 AC
LOT 21 0.142 AC
LOT 22 0.142 AC
S 17°09'32" E 122.84'
S 24°57'16" E 130.76'
N 24°57'16" W 138.01'
S 12°14'04" E 117.00'
VARIANCE APPROVED BY CITY OF HOLLY SPRINGS FOR 25' REDUCTION OF STREAM BUFFER (LOTS 17-26) DATED 11-10-2015
53.00'
S 77°4
L28
37.06'
49.45'
139.51'
S 65°02'44" W
N 65°02'44" E 66.15'
COMMON AREA 3.389 AC
WRESTED VEGETATION
DRAINAGE SWALE
TOP OF SLOPE
BOTTOM OF SLOPE

SEARS, T.A.
PARCEL I.D.: 15-0399-0003
406 WOODCHASE WAY
WOODSTOCK, GA 30188
ZONED: AG
D.B. 10615, PG. 134
D.B. 1138, PG. 247
P.B. 42, PG. 19

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

Cherokee County Water & Sewerage Authority — *Date* 10-25-18

COPY

MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX
11605 HAYNES BRIDGE RD
SUITE 475
ALPHARETTA, GA 30009
(404)693-1618 OFFICE
CERTIFICATE OF AUTHORIZATION # LSF000953
GEORGIA REGISTERED No. 2500 LAND SURVEYOR JOHN A. DOTSON

SYMBOLS LEGEND:

STORM LINE	
FENCE LINE	
8" SAN	SANITARY SEWER
8" WTR	WATER LINE
PHASE LINE	
MH	MANHOLE
WM	WATER METERS
SCO	SANITARY CLEANOUT
FH	FIRE HYDRANT
WV	WATER VALVE
LC	LOT CORNER
▲	LOT ADJOINING TREE SAVE AREA
BSL	BUILDING SETBACK LINE
AC	ACRES
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY

CORNER LEGEND

RWMF	RIGHT-OF-WAY MONUMENT FOUND
BRWMF	BROKEN RIGHT-OF-WAY MONUMENT FOUND
OTP	OPEN TOP PIPE
RBF	REBAR FOUND
CRBS	CAPPED REBAR SET
CRBF	CAPPED REBAR FOUND
MHNS	MAG HUB NAIL SET
NF	NAIL FOUND

** 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED "MAX-RED LSF000953" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

REVISIONS:
- 11/15/2016: REVISED PER CITY OF HOLLY SPRINGS COMMENTS.
- 02/22/2017: ADD PHASE I STORM TO SHEET 6
- 10/05/2018: CORRECTED ADDRESS ON LOT NO. 94 AND CHANGED SURVEYOR'S SEAL
- 10/22/2018: ADDED SIGNATURE NOTE FOR CHEROKEE CO. WATER & SEWERAGE AUTH.

FINAL SUBDIVISION PLAT
OAKHAVEN PHASE II
FOR
PULTE HOME CORPORATION
LOCATED IN LAND LOTS 327 AND 394,
15TH LAND DISTRICT, 2ND SECTION,
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

SCALE: 1" = 40'
0 40 80

DRAWN BY: GSU
FIELD WORK: 11-22-2016
DATE: OCT. 4, 2016
JOB NO.: 12-15-140
SCALE: 1" = 40'

DRAWING NUMBER
8
8 OF 9 SHEETS

PLAT BOOK:118 PG:1753
Filed: 11/08/2018 12:11 PM
Clerk File Number: 28-2018-000702
Rec: $8.00
Patty Baker, Clerk of Superior Court
Cherokee County, GA

Plat
Recorded 11/8/2018 12:11 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1753
Participant IDs: 9247802728

COPY

**NOTE- EXISTING PONDS WERE NOT DISTURBED NOR USED AS A DETENTION FACILITY FOR THIS SUBDIVISION. DETENTION POND IN PHASE I CAPTURES RUNOFF FOR THIS SUBDIVISION.

CROFT, CHARLIE N.
2524 EAST CHEROKEE DRIVE
WOODSTOCK, GA 30188
PARCEL I.D.: 15-0395-0005
ZONED: R-40
D.B. 1198, PG. 90
P.B. 89, PG. 69

SEARS, RICKY & KAREN
PARCEL I.D.: 5-0399-0004
2505 EAST CHEROKEE DRIVE
WOODSTOCK, GA 30188
ZONED: AG
D.B. 10964, PG. 408
P.B. 98, PG. 145

N: 1515347.8980
E: 2218032.3256

REVISIONS:
- 11/15/2016: REVISED PER CITY OF HOLLY SPRINGS COMMENTS.
- 02/22/2017: ADD PHASE I STORM TO SHEET 6
- 10/05/2018: CORRECTED ADDRESS ON LOT NO. 94 AND CHANGED SURVEYOR'S SEAL
- 10/22/2018: ADDED SIGNATURE NOTE FOR CHEROKEE CO. WATER & SEWERAGE AUTH.

SYMBOLS LEGEND:
- = STORM LINE
- = FENCE LINE
- 8" SAN = SANITARY SEWER
- 8" WTR = WATER LINE
- = PHASE LINE
- = MANHOLE
- = WATER METERS
- = SANITARY CLEANOUT
- FH = FIRE HYDRANT
- = WATER VALVE
- = LOT CORNER
- = LOT ADJOINING TREE SAVE AREA
- BSL = BUILDING SETBACK LINE
- AC = ACRES
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- R/W = RIGHT-OF-WAY

CERTIFICATE OF AUTHORIZATION # LSF000953

GEORGIA REGISTERED No. 2500 LAND SURVEYOR JOHN A. DOTSON

MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
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FINAL SUBDIVISION PLAT
OAKHAVEN PHASE II
FOR
PULTE HOME CORPORATION
LOCATED IN LAND LOTS 327 AND 394,
15TH LAND DISTRICT, 2ND SECTION,
CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

CORNER LEGEND
- RWMF = RIGHT-OF-WAY MONUMENT FOUND
- BRWMF = BROKEN RIGHT-OF-WAY MONUMENT FOUND
- OTP = OPEN TOP PIPE
- RBF = REBAR FOUND
- CRBS = CAPPED REBAR SET
- CRBF = CAPPED REBAR FOUND
- MHNS = MAG HUB NAIL SET
- NF = NAIL FOUND

** 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED "MAX-RED LSF000953" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

SCALE: 1" = 40'
0 40 80

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

Cherokee County Water & Sewerage Authority *Date* 10-25-18

DRAWN BY: GSU	DRAWING NUMBER 9
FIELD WORK: 11-22-2016	
DATE: OCT. 4, 2016	
JOB NO.: 12-15-140	
SCALE: 1" = 40'	9 OF 9 SHEETS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO ACCEPT AND AUTHORIZE STREETS TO BECOME PUBLICLY MAINTAINED STREETS

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance of streets for maintenance purposes; and

WHEREAS, the below mentioned streets are located in the corporate limits of the City of Holly Springs; and

WHEREAS, the below mentioned streets have been constructed and inspected in accordance with the standard specification and details; and

WHEREAS, the below mentioned streets, as shown on the attached maps, be placed upon the Municipal Street System as municipally-maintained streets; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following streets, substantially as set forth in Exhibit "A" attached hereto and located within Oakhaven Subdivision become publicly maintained streets:

Subdivision	Road	Linear Feet
Oakhaven Phase 2	Pebblestone Lane	648.00
	Timberleaf Road	1276.00
	Walnut Ridge Road	539.00

This Resolution is adopted this 20th day of December, 2021.

CITY OF HOLLY SPRINGS

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

Georgia Municipal Association

Workers' Compensation Self-Insurance Fund

2022 -Estimated Annual Premium

HOLLY SPRINGS

Quote Issued: **Expires:**

Code	No	Payroll Classification	Rate	Payroll	Manual
7520	3	Water Utility	6.22	$182,943	$11,379
7720	38	Police Officers	4.98	$2,230,163	$111,062
8742	2	City Administrator	0.57	$154,500	$881
8810	10	Clerical	0.34	$730,114	$2,482
9402	1	Public Works/Streets	9.74	$58,489	$5,697
9410	5	Municipal Employee NOC	2.36	$170,866	$4,032
	59	Total Estimated Payroll		$3,527,075	
		Total Manual Premium			$135,533
		Experience Modification	0.78		
		Standard Premium			$105,716
		Misc. Modification	1.00		
		$2,500 Deductible Modification	0.92		
		Premium Adjustment			$0
		Earned Premium			$97,259
		Premium Due			$97,259

HOLLY SPRINGS WORKERS COMPENSATION INSURANCE
RENEWAL PREMIUM COMPARISON 2021-2022

LINE/COVERAGE	2021	2022	Difference
WORKERS COMPENSATION:	GMA	GMA	GMA
WORKERS COMPENSATION PREMIUM	**$90,328**	**$97,259**	**8%**
WC LIMITS	Statutory	Statutory	
EMPLOYERS LIABILITY LIMIT	$2,000,000	$2,000,000	
EXPERIENCE MODIFICATION FACTOR	0.77	0.78	1%
ANNUAL PAYROLL	$3,382,176	$3,527,075	4%
AVERAGE RATE	$0.000267	$0.000276	3%
DEDUCTIBLE	$2,500	$2,500	

Insurance Proposal

for

City of Holly Springs

Workers' Compensation
Policy Term 1/1/2022 – 1/1/2023

Presented By:
Jim Imholz, CIC, CRM

Members Insurance Advisors, LLC
315 Hwy 74 North
Peachtree City, Georgia
404-677-4131

The Summary of Coverage appearing herein is only illustrative and is not intended as a policy of insurance, binder, statement of coverage or an amendment, modification or waiver of the terms and conditions of any policy of insurance. In every instance the policy is the only accepted statement of coverage.

Service Team

	Jim Imholz	Debra Armour
Office	404-677-4131	404-677-4168
Cell	770-789-7789	770-402-5935
E-mail	jim.imholz@membersia.com	debra.armour@membersia.com

Workers Compensation

Carrier: **Georgia Municipal Association**

Policy Number: **TBD**

Policy Period: **January 1, 2022 to January 1, 2023**

Limits:

Workers Compensation

Statutory Benefits per Applicable State Law

Employers Liability

Per Occurrence Limit $2,000,000

Deductible:

Each Claim $2,500

Experience Modification Factor: 2022 = .78

Rating Basis: Payrolls

State	Class Code	Description	2021 Payrolls	2022 Payrolls
GA	7520	Water Utility	$128,166	$182,943
GA	7720	Police Officers	$2,139,270	$2,230,163
GA	8742	City Administrator	$213,798	$154,500
GA	8810	Clerical Employees NOC	$676,851	$730,114
GA	9402	Public Works/Streets	$56,816	$58,489
GA	9410	Municipal Employee NOC	$167,275	$170,866
		Total Payrolls:	**$3,382,176**	**$3,527,075**

Initial_____

Premium Summary

Coverage	Expiring Premium	Renewal Premium
Workers Compensation	$90,328	$97,259

Underwriting Audit:

Your policy is subject to audit by the insurance company, at which time, new operations may be noted and appropriate premium adjustments made. To make sure that your policy is properly written to provide the coverage you expect, you should always let us know of any new business activities you have made or are planning. An audit of this policy may result in return or additional premium.

Workers Compensation Loss History

Policy Term	Number of Claims	Paid +	Reserves =	Total Incurred
2021-2022	TBD	TBD		$0.00
2020-2021	8	$4,362.20	$0.00	$4,362.20
2019-2020	3	$4,206.78	$0.00	$4,206.78
2018-2019	7	$7,492.73	$970.00	$8,462.73
2017-2018	1	$226.88	$0.00	$226.88
2016-2017	6	$264,206.47	$194,734.66	$458,941.13
Totals:	25	$280,495.06	$195.704.66	$476.199.72

***Claims Data as of 10/30/20**

Initial_____

Review Notice

The purpose of this review is to provide a brief description of the key coverages and to highlight selected information. It is not intended to completely identify all of the coverages and exclusions that are part of your program. The actual policy forms are the only complete representation of exclusions and limitation and constitute the legal contract between you and the insurance company. Please read your policies for specific details of coverages.

Initial_____

City of Holly Springs
Public Hearing Minutes
November 4, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilman Kyle Whitaker, and Mayor Pro Tem Michael Roy Zenchuk II.

Elected Officials Absent: Councilwoman Dee Phillips and Councilman Jeff Wilbur.

Staff Present: City Manager Robert H. Logan, Alicia Argo from the City Attorney's Office, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, and Facilities Manager/Information Technology Manager Ron Carter .

Mayor Miller called the Public Hearing to order.

Finance Director Denise Lamazares presented the 2022 Budget Appropriations for the Year Ending December 31, 2022.

No public comments.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilman Whitaker seconded the motion. Motion carried 3-0.

Meeting adjourned.

DRAFT

City of Holly Springs
City Council Work Session Meeting Minutes
November 4, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilman Kyle Whitaker, and Mayor Pro Tem Michael Roy Zenchuk II.

Elected Officials Absent: Councilwoman Dee Phillips and Councilman Jeff Wilbur.

Staff Present: City Manager Robert H. Logan, Alicia Argo from the City Attorney's Office, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, and Facilities Manager/Information Technology Manager Ron Carter.

Mayor Miller called the Work Session to order.

Mayor Miller led the Pledge of Allegiance. Mayor Pro Tem Zenchuk gave the invocation.

Lynne Saunders, Founder and Executive Director of Encompass Ministries, made a presentation regarding homelessness solutions in Cherokee County.

City resident Roger McIver spoke in favor of the homelessness solution presentation made by Lynne Saunders; asked if a preliminary ward map was available; voiced concern over Item 5 in the stipulations listed in ORD-06-2021, text amendment to the Holly Springs Zoning Ordinance, Article 7, Planned Development Districts, to permit additional type of planned development: PD-BTR, Planned Development – Built to Rent.

Mayor Pro Tem Zenchuk made a motion to adjourn the Work Session. Councilman Moore seconded the motion. Motion carried 3-0.

Meeting adjourned.

DRAFT

City of Holly Springs
City Council Special Called Meeting Minutes
November 4, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilman Kyle Whitaker, and Mayor Pro Tem Michael Roy Zenchuk II.

Elected Officials Absent: Councilwoman Dee Phillips and Councilman Jeff Wilbur.

Staff Present: City Manager Robert H. Logan, Alicia Argo from the City Attorney's Office, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Economic Development Director/Assistant City Clerk Erin Honea, and Facilities Manager/Information Technology Manager Ron Carter.

Mayor Miller called the Special Called Meeting to order.

Mayor Pro Tem Zenchuk made a motion to approve a resolution to appoint Kyle Whitaker as Chair and Kevin Moore as Co-Chair of the Parks and Recreation Committee and Kevin Moore as Co-Chair of the Public Works Committee. Councilman Whitaker seconded the motion. Motion carried 3-0.

Mayor Pro Tem Zenchuk made a motion to approve the State Fiscal Recovery Fund Terms and Conditions for Public Safety Officials and First Responders Pay Supplement Agreement and authorize and ratify the signature of the Mayor. Councilman Whitaker seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve a Right - of - Way Encroachment Agreement between Leia and Kevin Taylor and the City of Holly Springs, Georgia and authorize the Mayor to execute the agreement. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 3-0.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilman Moore seconded the motion. Motion carried 3-0.

Respectfully Submitted.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

City of Holly Springs
City Council Work Session Meeting Minutes
November 15, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Jeff Wilbur, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Information Technology Manager/Facilities Manager Ron Carter.

Mayor Miller called the Work Session to order.

Public Comments

Cherokee County Commissioner Benny Carter discussed the efforts of the Keep Cherokee Beautiful committee.

Councilman Wilbur made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

DRAFT

City of Holly Springs
City Council Business Meeting Minutes
November 15, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Jeff Wilbur, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Information Technology Manager/Facilities Manager Ron Carter.

Mayor Miller called the Business Meeting to order.

Mayor Miller led the Pledge of Allegiance. Mayor Pro Tem Zenchuk gave the invocation.

Consent Agenda

1. October 4, 2021 Council Work Session and Special Called Meeting Minutes

2. October 18, 2021 Council Work Session and Business Meeting Minutes

3. A Lease Agreement between Duplicating Products, Inc. and the City of Holly Springs, Georgia, for a term of 48 months, in an amount not to exceed $74 monthly payment amount

4. The release of the Magnolia Trace – Additional Stormwater Bond for Offsite Stormwater Performance Bond #107404373

5. ORD-07-2021, text amendment to the Holly Springs Zoning Ordinance, Article 10, Section 10.7-3.3, Gasoline Service Station Pricing Signs to amend regulations

6. An ordinance of the City of Holly Springs, Georgia approving the amendments for the Fiscal Year 2021 budget for the General Fund, Parks & Recreation Fund, Special Purpose Local Option Sales Tax (SPLOST) V Fund, Town Center Fund, Urban Redevelopment Agency, Debt Service Fund, and Municipal Court Fund

7. An ordinance of the City of Holly Springs, Georgia approving appropriations for the year 2022 General Fund, American Rescue Plan Act of 2021 Fund, Operating Grant Fund, Parks and Recreation Fund, Hotel/Motel Tax Fund, Special Purpose Local Option Sales Tax (SPLOST) III Fund, SPLOST IV Fund, SPLOST V Fund, Town Center Fund, Debt Service Fund, Stormwater Fund, Urban Redevelopment Agency, and Municipal Court Fund

8. An ordinance of the City of Holly Springs Georgia approving the appropriations for the Five-Year Capital Improvement Plan (CIP) 2022-2026

DRAFT

9. A Hosted Application Services Agreement between Guardian Tracking, LLC and the City of Holly Springs, Georgia in an amount not to exceed $4,350 and authorize the Mayor to execute the agreement

10. An ordinance to amend the Code of the City of Holly Springs, Georgia to create Article VI – Outdoor Burning of Chapter 34 – Environment

11. A Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract 1C located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia and authorize the Mayor to execute the document

12. A Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract 1D located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia and authorize the Mayor to execute the document

13. A Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract 1E located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia and authorize the Mayor to execute the document

14. A Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract 2A located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia and authorize the Mayor to execute the document

15. A Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract 10 located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia and authorize the Mayor to execute the document

16. A Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract 11 B located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia and authorize the Mayor to execute the document

Mayor Pro Tem Zenchuk made a motion to approve the November 15, 2021 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve ORD-06-2021, text amendment to the Holly Springs Zoning Ordinance, Article 7, Planned Development Districts, to permit additional type of planned development: PD-BTR, Planned Development – Build to Rent. Councilman Wilbur seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a quote a quote from Parker Young Construction, LLC for improvements to City Hall in an amount not to exceed $65,749.67. Mayor Pro Tem seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to deny an ordinance to amend the Code of the City of Holly Springs, Georgia, Chapter 2 – Administration; Article II – City Council; Sec. 2-36 – Meetings. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve the 2022 Meeting Calendar. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Finance Director Denise Lamazares announced the October finance report was included in the packet.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO APPOINT MEMBERS TO THE HOLLY SPRINGS PARKS AND RECREATION AUTHORITY; AND FOR OTHER PURPOSES

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

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

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

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

WHEREAS, pursuant to Act Number 645 (HB1774) approved by the Governor of the State of Georgia on May 17, 2004, the Chairperson of the City of Holly Springs Parks and Recreation Committee shall have a seat on the Board of the Holly Springs Parks and Recreation Authority; and

WHEREAS, the current Chairperson of the Holly Springs Parks and Recreation Committee is Kyle Whitaker and, therefore, Kyle Whitaker shall automatically be appointed as a member of the Holly Springs Parks and Recreation Authority Board of Directors; and

WHEREAS, the following board members shall be appointed to the Holly Springs Parks and Recreation Authority:

Member	Appointed by	Board/Commission	Term Expiration
Kevin Moore	Kevin Moore	Holly Springs Parks & Recreation Auth	12/22
Dee Phillips	Dee Phillips	Holly Springs Parks & Recreation Auth	12/22
Kyle Whitaker	Kyle Whitaker	Holly Springs Parks & Recreation Auth	12/22
Jeff Wilbur	Jeff Wilbur	Holly Springs Parks & Recreation Auth	12/22
Michael R. Zenchuk II	Michael R. Zenchuk II	Holly Springs Parks & Recreation Auth	12/22

DRAFT

WHEREAS, the term of each board member shall be designated as twelve months from January 1, 2022 until December 31, 2022; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council that City of Holly Springs appoints the aforementioned Authority members.

SO RESOLVED THIS 20th DAY OF DECEMBER, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO APPOINT MEMBERS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; AND FOR OTHER PURPOSES

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

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

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

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the City Council or general state law; and

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

WHEREAS, the following board members has agreed to be appointed to the Downtown Development Authority:

Member	Term Beginning	Term Expiration
Scott Owen	January 1, 2022	December 31, 2025
Ryan Smith	January 1, 2022	December 31, 2025
Kyle Whitaker	January 1, 2022	December 31, 2022

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council that City of Holly Springs ratifies and appoints the aforementioned Authority members.

SO RESOLVED THIS 20th DAY OF DECEMBER, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO APPOINT MEMBERS TO THE URBAN REDEVELOPMENT AGENCY; AND FOR OTHER PURPOSES

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

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

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

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the City Council or general state law; and

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

WHEREAS, the following board members has agreed to be appointed to the Urban Redevelopment Agency:

Member	Term Beginning	Term Expiration
Scott Owen	January 1, 2022	December 31, 2025
Ryan Smith	January 1, 2022	December 31, 2025
Kyle Whitaker	January 1, 2022	December 31, 2022

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council that City of Holly Springs ratifies and appoints the aforementioned Agency members.

SO RESOLVED THIS 20th DAY OF DECEMBER, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

RES--2021**

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

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

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

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

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

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

WHEREAS, Section 1.20 of the Holly Springs Zoning Ordinance govern the membership and terms of the Planning and Zoning Commission; and

WHEREAS, the following board and commission nominees have agreed to be appointed to the Planning & Zoning Commission:

Member	Board/Commission	Term Length	Term Expiration
Adrian Dekker	Planning and Zoning Commission	1	12/22
Jennifer English	Planning and Zoning Commission	1	12/22
Mike Grayeski	Planning and Zoning Commission	1	12/22
Keith Minick	Planning and Zoning Commission	1	12/22
Eric Rein	Planning and Zoning Commission	1	12/22

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

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

SO RESOLVED THIS 20th DAY OF DECEMBER, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

RES--2021**

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

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

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

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

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

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

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

Member	Board/Commission	Term Length	Term Expiration
Alex Gray	Tree Commission	1	12/22
Brandi Hackett	Tree Commission	1	12/22
Colleen Konwick	Tree Commission	1	12/22
Mandy Lynn	Tree Commission	1	12/22
Pamela Shurmantine	Tree Commission	1	12/22

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

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

SO RESOLVED THIS 20th DAY OF DECEMBER, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MUNICIPAL COURT JUDGE
AND MUNICIPAL COURT JUDGE PRO TEM; AND FOR OTHER PURPOSES

WHEREAS, Section 4.02 of the City Charter provides for the appointment of a Municipal Court Judge and a Municipal Court Judge Pro Tem; and

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

WHEREAS, all judges must be at least 21 years of age and shall be a member of the State Bar of Georgia and shall possess all qualifications required by law to meet the qualifications required to serve as a judge; and

WHEREAS, Municipal Court Judges may be removed from office on the grounds set forth in and following the procedures set forth in O.C.G.A. Section 32-32-2.2, as may be amended; and

WHEREAS, the following have agreed to be appointed as Municipal Court Judges:

Name	Position	Term Length	Term Expiration
Darrell Caudill	Municipal Court Judge	1	12/22
Thomas Roach Jr.	Municipal Court Judge Pro Tem	1	12/22

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Municipal Court Judges are hereby appointed.

SO RESOLVED THIS 20th DAY OF DECEMBER, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO APPOINT THE MUNICIPAL PROSECUTING ATTORNEY AND ASSISTANT PROSECUTING ATTORNEYS; AND FOR OTHER PURPOSES

WHEREAS, Section 4.01 of the City Charter provides for the creation of Municipal Court to have jurisdiction and authority to try offenses against the laws and ordinances of the City of Holly Springs and to punish for a violation of the same; and

WHEREAS, the court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance; to punish any person who may counsel or advise, aid, encourage, or persuade another whose testimony is desired or material in any proceeding before said court to go or move beyond the reach of the process of the court; and

WHEREAS, the court shall have to try all offenses within the territorial limits of city constituting traffic cases which under the laws of Georgia are placed with the jurisdiction of municipal or police court to the extent of and in accordance with the provisions of such laws and all laws subsequently enacted amendatory thereof; and

WHEREAS, in accordance to Senate Bill 352 the governing authority of a municipality shall be authorized to create the office of prosecuting attorney of the municipal court; and

WHEREAS, the prosecuting attorney shall serve a term of office to be determined by the governing authority; and

WHEREAS, a copy of the resolution creating the office of prosecuting attorney of the municipal court shall be provided to the Prosecuting Attorneys' Council of the State of Georgia; and

WHEREAS, any person appointed as the prosecuting attorney of a municipal court shall be a member in good standing of the State Bar of Georgia and admitted to practice before the appellate courts of this state; and

WHEREAS, the following have agreed to be appointed:

Name	Position	Term Expires
Jeff Rusbridge	Municipal Prosecuting Attorney	12/31/2022
Alicia Argo	Assistant Municipal Prosecuting Attorney	12/31/2022
Audrey Conley	Assistant Municipal Prosecuting Attorney	12/31/2022
Laura Rollins	Assistant Municipal Prosecuting Attorney	12/31/2022

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council that City of Holly Springs appoints the aforementioned prosecuting attorneys.

SO RESOLVED THIS 20th DAY OF DECEMBER 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

RES--2021**

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL ADOPTING THE CHEROKEE COUNTY HAZARD MITIGATION PLAN 2021-2026

WHEREAS, Cherokee County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Cherokee County 2021 Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Holly Springs, Georgia, that:

1) The City of Holly Springs, Georgia, has adopted the Cherokee County 2021 Hazard Mitigation Plan; and

2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Cherokee County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Holly Springs, Georgia, in regular session this 20th day of December, 2021.

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

1. Agency Information	
Agency Name:	
Tax Identification Number (TIN):	
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	
2. Billing (Accounts Payable) Point of Contact (POC) Information	
Name:	
Phone Number (xxx-xxx-xxxx):	
Fax Number (xxx-xxx-xxxx):	
E-mail Address:	
Address:	
Address (2nd line):	
City, State, Zip Code:	
3. Customer Payment and Budgeting Information	
Purchase Commitment Number:	
Payment Method:	
Amount Obligated (Budgeted):	
Funds Expiration Date:	
4. Program POC	
Name:	
Phone Number (xxx-xxx-xxxx):	
E-mail Address:	

In accordance with the SAVE Paperless Initiative, my agency agrees to only submit electronic verification requests and to not submit non-electronic verification requests, including non-electronic requests made on Form G-845 and/or the Form G-845 Supplement.

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

[Insert Authorized Signatory Name] [Insert Position/Title]	Jonathan M. Mills Chief, SAVE Program, DHS USCIS
Date	Date

Internal SAVE Use ONLY
Agency High Level Identifier:

INSTRUCTIONS FOR COMPLETING THIS ADDENDUM

1. Type or legibly print the information requested. See below for an **Explanation of Terms**.
2. Have your agency's authorized signatory sign and date the Addendum.
3. Return the Addendum to your SAVE Program Agency Manager via e-mail, or fax (802) 860-6907 or U.S. mail to:

   SAVE Program
   U.S. Citizenship and Immigration Services
   Department of Homeland Security
   10 Fountain Plaza
   Buffalo, NY 14202

   If you require an original signature from the SAVE Program Chief on your copy of this Addendum, please mail your signed Addendum to:

   SAVE Program
   U.S. Citizenship and Immigration Services
   MS2620
   Department of Homeland Security
   Washington, DC 20529-2620

   **Do not send any payment along with this ACA; you will receive a monthly bill for any use.

EXPLANATION OF TERMS

[1]**DUNS or BPN Number:** This field may be left blank if your agency does not have a DUNS or BPN number.

[2]**Purchase Commitment Number:** This field may be left blank if your agency does not use this number or a similar identifier.

[3]**Amount Obligated (Budgeted):** This amount may be an estimate, though SAVE recommends a minimum of $300 per year (calendar or fiscal), which is equal to $25 per month and is the minimum amount your agency can be invoiced in a single month (unless you do not submit a single query).

[4]**Funds Expiration Date:** This date is the time at which your agency's obligated funding amount runs out. This may be the end of the SAVE Program fiscal year (for example, September 2011), the end of your fiscal year, or the end of the calendar year.

[5] **Form G-845:** Verification Document, Form G-845, file electronically. Use this form to verify the immigration status of applications for state or local public benefits when additional verification is required.

Program Transaction Charges

SAVE Verification Case Transaction Charges

SAVE charges a fee based on the number of verification cases and the type of transaction per case, as displayed below.

If an agency's account does not have any verification cases in a given month, then SAVE does not charge that account.

However, if an agency's account has one or more verification cases in a given month, SAVE automatically charges a minimum monthly service transaction fee of $25.00.

SAVE Fee Structure Chart (Effective October 1, 2008)

Initial Verification	Additional Verification Additional Information and/or Scan & Upload	Third Step Verification Scan & Upload	Total Maximum Charge
$0.50	$0.50	No Charge	$1.00

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO SET QUALIFYING FEES FOR MUNICIPAL ELECTIONS

WHEREAS, effective January 1, 1999, the Georgia Municipal and Georgia Election Codes were combined into one known as the Georgia Election Code; and

WHEREAS, such Code provides at § 21-2-131 (a)(1)(A) that qualifying fees shall be fixed and published not later than February 1st of any year in which a general election is to be held; and

WHEREAS, such Code provides at § 21-2-131 (a)(1)(A) fees shall be three percent (3%) of the total gross salary of the office paid in the preceding year, if a salaried office; and

WHEREAS, the City of Holly Springs will be holding elections for the Council Seats from Ward 1, Ward 2, and Ward 4 in 2022; and

WHEREAS, the Mayor and Council of the City of Holly Springs, Georgia, pursuant to their authority do hereby adopt by Resolution the following qualifying fees which shall apply to candidates seeking municipal office in the election to be held November 8, 2022

Councilmember $180

WHEREAS, the qualifying fees shall be published in the legal organ no later than February 1, 2022; and

RESOLVED, this 20th day of December 2021.

CITY OF HOLLY SPRINGS

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE ADOPTED MUNICIPAL SERVICES MASTER FEE SCHEDULE; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia, seek to provide for the health, safety, and welfare of the general public; and

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia amend the fee schedule from time to time; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Municipal Services Master Fee Schedule as attached hereto as Exhibit "A."

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Municipal Services Master Fee Schedule attached hereto as Exhibit "A," shall be effective immediately.

This Resolution is adopted this 20th day of December 2021.

CITY OF HOLLY SPRINGS

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

Municipal Services

Master Fee Schedule

- ✓ Administration
- ✓ Building, Fire & Development
- ✓ Business Licenses
- ✓ Municipal Court
- ✓ Parks and Recreation Services
- ✓ Planning and Zoning
- ✓ Police Services
- ✓ Regulatory Permits & Licenses
- ✓ Signs

Approved by City Council April 15, 2013
Amended and Restated by City Council December 20, 2021

Deleted: October 18, 2021

Table of Contents

Business License Fees (Occupation Tax Structure)……1
Table A: Per Employee Levy
Table B: Regulatory Levy
Table C: Professional, Insurance, Financial and Home-Based Business Levy

Development Plan Review……..……2
Site Plan Review
Hydrology Study Review
Tree Protection Plan Review
Erosion and Sediment Review
Simple Subdivision Plat Review
Final Plat Review
Land Disturbance Permit

Building, Fire, & Development Fees……..……3
Building Permits
Building Permit (1 & 2 family dwellings)
Building Permit (multi-family and non-residential)
Building Permit (Commercial tenant)
Commercial Plan Review
Residential Plan Review
Plumbing, Mechanical, Electrical (based on square feet)
Under 4,000 square feet
4,001 – 50,000 square feet
Over 50,000 square feet
Unfinished Basement
Temporary Power Permit
Moving Fee
Demolition Permit
Re-Inspection Fees
1st re-inspection
2nd re-inspection
All subsequent re-inspections
Power Reconnect Fee
Retaining Wall (multi-family and non-residential)
Retaining Wall (single-family residential)
Traffic Study Review
Driveway Fee
Certificate of Occupancy Fee
Temporary Certificate of Occupancy (TCO)
Swimming Pool – Residential and Commercial
Fence Permit – Non-Residential
Permit Amendment Administrative Fee

Fire Services……4
Fire Protection Sprinkler System
Fire Alarm Service

Deleted: July 15, 2019

Deleted:

Commercial Hood and Duct Work
Commercial Hood Fire Protection System
Site Development Plan Review
Building Construction Plan Review
Building Plan Review (Tenant)
Fire Inspection
Fire Inspector Mileage
Burn Permit

Zoning Services……..…4
Zoning Clearance Form Review
Zoning Verification Letter
Pre-Occupancy Business Inspection
Zoning Review – Site Plan
Architecture/Structure Design Review – Staff
Architecture/Structure Design Review – Professional

Sign Permits……..…4
Sign Permit (permanent)
1-50 sq. ft
51-100 sq. ft
101-120 sq. ft
120 sq ft. +
Double Face sign- all sizes
Sign Permit (weekend directional
Sign Permit (14 day temporary)
Right-of-Way Advertising Signs (RWAs)
Construction Project Signs (Dev Regs)

Planning and Zoning Commission Services……..…..5
Rezoning
Annexation
Deannexation
Architecture Design Review by Planning and Zoning Commission
Sign Design Review by the Planning and Zoning Commission
Additional Services

Additional Licenses and Permits……..6

Alcohol License Fees
Initial Application Fee
Beer, Wine, Distilled Spirits, Consumption on Premise
Beer, Wine, Distilled Spirits Package
Beer, Wine, Distilled Spirits Package
Wine Package
Beer Package
Beer & Wine Package
Work Permits

Deleted: July 15, 2019
Deleted:

Special Event Permits
Application Fee
Alcohol Special Event Fee

Noise Permit
Construction Noise Permit
Amplified Noise Permit

Vacant Structure Registration Fees

Tree Removal Permit

Public Right-of-Way Use Permit (i.e., Moving a Structure)

Open Records Request Fees

Administrative Fees
Administrative Fee per Lien Filed
Return Check Fee

Parks & Recreation Services ……..8
Community Center (train depot) – City Resident
Community Center (train depot) – Non-City Resident
J.C. Mullins Baseball Field – City Resident
J.C. Mullins Baseball Field – Non-City Resident

Police Services, Licenses, and Permits……..……9
Work Permit – Managers– **New**
Work Permit – Managers – **Renewal**
Work Permit – Servers– **New**
Work Permit– Servers– **Renewal**
Bodywork Therapy License
Bodywork Therapy License – **Renewal**
Peddler Permit/Solicitor Permit
Vehicle for Hire – **Application Fee**

Municipal Court…….9

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Business License Fees

Occupation Tax Structure

Table A: Per Employee Levy

Number of Employees	Tax Amount	Admin. Fee[1]
1 (including owner)	$35.00 min charge	$30.00
2+	$30.00 per employee	$30.00

****Max Tax Amount: $6,000.00

Table B: Regulatory Levy[2]

Regulatory Activity	Regulatory Flat Fee
See City Code Section 22-38	$100/year

Table C: Professional, Insurance, Financial, and Home-Based Business Levy

Professional Flat Rate[3]
$300.00

Financial Institutions
See City Code Section 22-226

Permit Type	Fee
Insurers License Flat Rate (as defined in O.C.G.A. 33-3-5)	$75
Insurers Insuring Certain Risks at Additional Business Locations	$26.25

Home-Based Business Flat Rate
$65.00

Notes

1 - The administrative fee shall be added to the occupational tax amount assessed from Table A.
2 - See list of regulatory activities in Section 22-38 in the Code of the City of Holly Springs and State Law.
3 - See list of professions in Section 22-43 in the Code of the City of Holly Springs and State Law.

Development Plan Reviews

	Type of Review	Single-Family Residential	Non-Residential and Multi-Family
Site Plan	Site Plan Review	$500 + $15/acre; $625 minimum; 80% for each re-review	$500 + $15/acre; $625 minimum; 80% for each re-review
	Hydrology Study Review	$600	$600
	Tree Protection Plan Review	$300 + $5/acre; $200 for re-review	$300 + $5/acre; $200 for re-review
	Erosion and Sediment Review	10 acres or less: $30 10-100 acres: $50 100+ acres: $75	10 acres or less: $30 10-100 acres: $50 100+ acres: $75
	Simple Subdivision Plat Review	$50; same for re-review	$50; same for re-review
Final Plat	Final Plat Review	$700 + $15/acre; 80% for re-review	$700 + $15/acre; 80% for re-review

Development Permits

Permit Type	Single-Family Residential	Non-Residential and Multi-Family
Land Disturbance Permit	$500+$50/acre ($650 minimum)	$375+$50/acre ($500 minimum)

Tree Replacement Fund

Determination of Site Density Factor	
2-inch caliper tree	$450
4-inch caliper tree	$700

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Building, Fire & Development Fees

Building Permits[1]

Permit Type	Fee
Building Permit (1 & 2 family dwellings)	Most Current ICC BVD (and as amended)[2] ******Please see the implementation schedule below*** **Minimum Fee – $50.00**
Building Permit (multi-family and non-residential)	Most Current ICC BVD per building type (and as amended)[3] **Minimum Fee - $100.00** (Note: The permit fees will be based on actual building methods and materials submitted for plan review as determined by the Building Official.)
Permit Fee Multiplier	0.0065
Building permit (Commercial Tenant)	0.15c per square foot of space utilized
Commercial Building Plan Review	½ Permit Fee; 80% charge levied for each resubmittal
Residential Plan Review Fee	$50; same for re-review
Plumbing, Mechanical, Electrical	
Residential	$50
Commercial (based on square feet)	
Under 4,000 square feet	$70
4,001-50,000 square feet	$70 + $1 per thousand over 4,000
Over 50,000 square feet	$200 + $1 per thousand over 50,000
Unfinished Basement	$15 per square foot
Temporary Power Permit	$25
Moving Fee	$100 plus any mechanical, electrical, or plumbing permits
Demolition Permit	$100 for less than 100,000 sq. ft.; $0.75 for each additional sq. ft.
Re-Inspection Fees	
1st re-inspection	$50
2nd re-inspection	$75
All subsequent re-inspections	$100
Power Reconnect Fee	$50
Retaining Wall (multi-family and non-residential)	$500 per wall
Retaining Wall (single-family residential)	$50
Traffic Study Review	$350
Driveway Fee	$50 for one entrance plus $25 for additional entrance
Certificate of Occupancy	Residential - $500.00; Commercial - $0.00
Temporary Certificate of Occupancy (TCO)	$50
Swimming Pool – Residential	$100
Swimming Pool – Commercial	$500
Fence Permit – Non-Residential	$50
Permit Amendment Administrative Fee (i.e. change of house plan, address, etc..)	$100

1 Building Permit fees are subject to being doubled if work commences prior to permitting.
2 The ICC BVD is typically amended twice yearly by the ICC and published in the Building Safety Journal. The City of Holly Springs Community Development Department uses a multiplier of 0.0065.

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Fire Services

Type of Review/Service	Fee
Fire Protection Sprinkler System	$100 per system ($0.50 per sprinkler head)
Fire Alarm Service	$100
Commercial Hood and Duct Work	$75 each
Commercial Hood Fire Protection System	$75 each
Site Development Plan Review	$50 each
Building Construction Plan Review	$400 per building; 1 or 2 additional stories above or below main floor - $100 each floor; 3 or more stories above or below main floor- $200 each floor
Building Plan Review (Tenant)	$100.00 each floor
Fire Inspection	$65; $100 for re-inspections
After Hours Fire Inspection	Applicable Hourly Rate + 10%
Fire Inspector Mileage	Total Mileage at IRS Rate (as amended) + 10%
Commercial Burn Pit Permit	$200 (valid for 30 days)
Commercial Burn Pit Permit – Renewal	$100 (valid for an additional 30 days)

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Zoning Services

Type of Review	Fee
Zoning Clearance Form Review	$5
Zoning Verification Letter	One Parcel: $30 Two or More Parcels: $30 + $10/parcel
Pre-Occupancy Business Inspection	$25/hour
Zoning Review – Site Plan	$200
Architecture/Structure Design Review – Staff	$100
Architecture/Structure Design Review – Professional	$800 (Includes Review and One Final Inspection)
Architecture/Structure Final Reinspection – Professional	$250

Sign Permits

Permit	Fee
Sign Permit (permanent)	(based on square footage of sign)
1 – 50 sq. ft.	$50
51 – 100 sq. ft.	$100
101 – 120 sq. ft.	$200
120 sq. ft. +	$200 + $0.75/sq. ft. above 120 sq. ft.
Double face sign - all sizes	Single face price + $0.50/sq. ft.
Sign Permit (weekend directional)	No charge, but permit application must be completed
Sign Permit (14 day temporary)	$10
Right-of-Way Advertising Signs (RWAs)	Freestanding Business: $50/month or $500/year Shopping Center (per suite): $25/month or $250/year

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Construction Project Signs (Dev Regs)	$50/month or $500/year (per construction/project site)

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Planning, Zoning & Appeals Services

Rezoning & Appeals							
Acres	**SFR**	**MFR**	**Commercial**	**Industrial**	**Conditional Use Permit**	**Admin. Variance**	**BOA (ZBA) Variance**
0-5	$500	$1,000	$500	$500	$500	$250	$500
6-10	$500 plus $10 per acre	$1,000 plus $17 per acre	$500 plus $15 per acre	$500 plus $15 per acre	$500	$250	$500
11- 50	$500 plus $20 per acre	$1,000 plus $32 per acre	$500 plus $20 per acre	$500 plus $20 per acre	$500	$250	$500
51 +	$500 plus $30 per acre	$1,000 plus $48 per acre	$500 plus $25 per acre	$500 plus $25 per acre	$500	$250	$500
Annexation[1]							
Acres	**SFR**	**MFR**	**Commercial**	**Industrial**	-	-	-
0-5	$350	$500	$350*	$350*	-	-	-
6-50	$550	$1,050	$550*	$550*	-	-	-
51 +	$2,500 plus $10 per acre over 50[2]	$3,500 plus $16 per acre over 50[2]	$1,500 plus $10 per acre	$1,500 plus $10 per acre			

Deannexation[3]	
Total Acreage of Deannexation Area	**Fee**
0-5	$500
6-50	$1000
51+	2,500 plus $10 per acre over 50
Architecture Design Review by Planning and Zoning Commission	
Structure Gross Square Feet	**Fee**
0 – 50,999	$250
51,000 – 150,999	$500
151,000 – 250,999	$750
251,000 +	$1000
Sign Design Review by the Planning and Zoning Commission	
Sign Gross Square Feet	**Fee**
0 – 100 sq. ft.	$250
101 + sq. ft.	$500
Additional Services	
Rezoning Fee for Deannexation	$500
Application Deferral Fee	$250
Design Waiver Request	$500
Base Fee (unless otherwise stated)	$500
Public Information Meeting Sign (per sign)	$25

Notes & Details

1 Waived if accompanied by rezoning application
2 Waived if application includes fiscal impact study with methodology approved by staff
3 Does not include applicable rezoning fees, if required
***Any zoning-related service not specified in the above charts, regulated by Article 14, is assessed a minimum fee of $500, at the discretion of the Community Development Director.

Additional Licenses and Permits

Alcohol License Fees

Type of License	Fee
Initial Application Fee (non-refundable)	$500
Beer, Wine, Distilled Spirits, Consumption on Premise* (& renewal) **(*Distilled Spirits consumed on premises are required to remit 3% excise tax to the City of Holly Springs monthly on the Liquor Pouring Tax form)**	$3,000
Beer & Wine Consumption on Premise (& renewal)	$3,000
Beer, Wine, Distilled Spirits Package (& renewal)	$5,000
Wine Package (& renewal)	$1,500
Beer Package (& renewal)	$1,500
Beer & Wine Package (& renewal)	$2,000
Work Permits – Manager & Server	*Please see page 8 under Police Department Fees*
Ancillary Tasting License	$100
Bring Your Own Bottle (BYOB)	$100

Special Event Permit

Type of Permit	Fee
Application Fee	$50

Noise Permit Fees

Type of Permit	Commercial Fee	Resident Fee
Construction Noise Permit	$25	$5
Amplified Noise Permit	$25	$5

Vacant Structure Registration Fees

Land Use/Zoning	Fee
Single Family Residential	$25
Multi-Family, Mobile Home Park	$75
Commercial/Industrial	$100

****Renewal fees are the same amounts.**

Personal Transportation Vehicle

Type	Fee
Registration	$10 every five years

Fireworks

Type of License	Fee
Temporary Consumer Fireworks Retail Sales - per location	$500

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Tree Removal Permit

Type of Permit	Fee
Single Family Residential Lots (6 or more trees with 8-inch or larger diameter during any calendar year)	$50
All Other Lots (6 or more trees with 8-inch or larger diameter during any calendar year)	$50 per acre, not to exceed $500

Public Right-of-Way Use Permit (i.e., Moving a Structure)

Type of Permit	Fee
Public Right-of-Way Use Permit (i.e., Moving a Structure)	$100

Open Records Request Fees

Administrative Fees	Fee
Printed Materials	$0.10/sheet
Labor	After the first 15 minutes, hourly rate of lowest paid qualified employee to fulfill request
Additional Materials	Actual cost

Administrative Fees

Service	Fee	Exceptions
Administrative Fee per Lien Filed	$200	None
Return Check Fee	$25	None

Mobile Food Vendor Permit

Type of Permit	Fee
Mobile Food Vendor Permit – Annual	$100
Mobile Food Vendor Permit – Temporary	$50

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Parks & Recreation Services

Community Center (train depot)

Type	City Resident	Non-City Resident
Rental Rates – Hourly	$175 for 4-hours $25 for each additional hour	$325 for 4-hours $25 for each additional hour
Rental Rates – All Day	$425	$550
Damage & Cleaning Deposit	$175	$175
Key Replacement	$75	$75
Non-Profit Organizations One (1) meeting a month between Monday and Thursday	No Charge	No Charge

Athletic Fields and/or Park Facilities (Barrett Park, J.C. Mullins Baseball Field, J.B. Owens Park)

User Group	Baseball / Softball Field	Multipurpose Field	Pavilions
Category 1 City of Holly Springs	No Cost	No Cost	No Cost
Category 2 Local Recreation Providers, Civic, Faith Based, School Groups	$50 per Day $30 per ½ Day $10 per Hour (2 Hour Min.)	$75 per Day $60 per ½ Day $15 per Hour (2 Hour Min.)	$50 per Day $30 per ½ Day $10 per Hour (2 Hour Min.)
Category 3 Holly Springs Residents	$75 per Day $60 per ½ Day $15 per Hour (2 Hour Min.)	$75 per Day $60 per ½ Day $15 per Hour (2 Hour Min.)	$50 per Day $30 per ½ Day $10 per Hour (2 Hour Min.)
Category 4 Businesses, Other Contracted Organizations, Individuals or Groups	$125 per Day $75 per ½ Day $20 per Hour (2 Hour Min.)	$175 per Day $100 per ½ Day $30 per Hour (2 Hour Min.)	$75 per Day $40 per ½ Day $12 per Hour (2 Hour Min.)

Type	City Resident	Non-City Resident
Damage & Cleaning Deposit	$175	$175
Key Replacement	$75	$75

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Police Department Fees

Services-Licenses-Permits

Type	Fee
Work Permit– Managers	$35
Work Permit – Managers– **Renewal**	$25
Work Permit – Servers– **New**	$25
Work Permit – Servers– **Renewal**	$15
Bodywork Therapy License	$250
Bodywork Therapy License – **Renewal**	$100
Peddler Permit/Solicitor Permit	$45
Vehicle for Hire – **Application Fee**	$70

Municipal Court

Fines are set by Municipal Judge in accordance with O.C.G.A. § 36-35-6

Local Legal Code	Category	Local Violation Description	Fee Name	Fine Amount
16-10-24	Miscellaneous	Willful obstruction of Law Enforcement Officers		$455.00
16-10-25	Miscellaneous	False name, address, or date of birth given to a law enforcement officer.	Fine to be set by Judge	$0.00
16-11-36	Nuisances	LOITERING OR PROWLING		$500.00
16-11-44	Nuisances	DISORDERLY HOUSE		$215.00
16-12-1	Other	Contributing to the delinquency, unruliness, or deprivation of a minor	1st Offense	$680.00
16-12-1	Other	Contributing to the delinquency, unruliness, or deprivation of a minor	2nd Offense	$750.00
16-12-171	Other	POSSESSION BY MINOR OF CIGARETTES AND TOBACCO RELATED OBJECTS		$0.00
16-12-2	Other	SMOKING IN PUBLIC PLACES PROHIBITED		$135.00
16-13-2	VGCSA	V.G.C.S.A (POSSESSION OF LESS THAN 1 OZ. MARIJUANA) - Conditional Discharge	1st Offense	$1,415.00
16-13-2	VGCSA	V.G.C.S.A (POSSESSION OF LESS THAN 1 OZ. MARIJUANA) - Conditional Discharge	2nd Offense	$1,825.00
16-13-2	VGCSA	V.G.C.S.A (POSSESSION OF LESS THAN 1 OZ. MARIJUANA) - Conditional Discharge	3rd Offense	$1,825.00
16-13-2B	VGCSA	V.G.C.S.A (POSSESSION OF LESS THAN 1 OZ. MARIJUANA) - limited to 6 months juris	1st Offense	$1,415.00
16-13-2B	VGCSA	V.G.C.S.A (POSSESSION OF LESS THAN 1 OZ. MARIJUANA) - limited to 6 months juris	2nd Offense	$1,825.00
16-13-2B	VGCSA	V.G.C.S.A (POSSESSION OF LESS THAN 1 OZ. MARIJUANA) - limited to 6 months juris	3rd Offense	$1,825.00
16-13-32.2	Other	POSSESSION OR INTENT TO USE CONTROLLED SUBSTANCE RELATED OBJECT		$913.00
16-13-32.2	Other	POSSESSION OR INTENT TO USE CONTROLLED SUBSTANCE RELATED OBJECT	Fine to be set by Judge	$0.00
16-4-1	Miscellaneous	Criminal Attempt		$1,300.00
16-6-8	Other	Public Indecency	1st Offense	$450.00
16-6-8	Other	Public Indecency	2nd Offense	$650.00
16-7-43	Littering	DUMPING, DEPOSITING LITTER ON PUBLIC OR PRIVATE PROPERTY OR WATERS		$440.00
16-8-14	Miscellaneous	THEFT BY SHOPLIFTING ($300.00 OR LESS IN VALUE)	1st Offense	$540.00
16-8-14	Miscellaneous	THEFT BY SHOPLIFTING ($300.00 OR LESS IN VALUE)	2nd Offense	$800.00

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Fourth false alarm $50¶
Fifth false alarm $75 ¶
Sixth and over false alarm $100¶
Failure to register $100 ¶
Other civil penalties not to exceed $100¶
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16-8-14	Miscellaneous	THEFT BY SHOPLIFTING ($300.00 OR LESS IN VALUE)	3rd Offense	$1,300.00
3-3-23A1	Alcohol Violation	FURNISHING ALCOHOLIC BEVERAGE TO UNDER AGE PERSON (under 21) FIRST OFFENSE ONLY	1st Offense	$946.00
3-3-23A2A	Alcohol Violation	PURCHASING ALCOHOL (UNDER 21) FIRST OFFENSE ONLY	1st Offense	$555.00
3-3-23A2B	Alcohol Violation	ATTEMPTING TO PURCHASE ANY ALCOHOLIC BEVERAGE (UNDER 21) FIRST OFFENSE ONLY	1st Offense	$555.00
3-3-23A2C [Driver]	Alcohol Violation	POSSESSION OF ALCOHOL BY MINOR - WHILE OPERATING MOTOR VEHICLE	1st Offense	$555.00
3-3-23A2C [Passenger]	Alcohol Violation	POSSESSION OF ALCOHOL BY MINOR - PASSENGER ONLY	1st Offense	$555.00
3-3-23A3	Alcohol Violation	MISREPRESENTATION OF PERSON'S AGE TO OBTAIN ILLEGALLY ANY ALCOHOLIC BEVERAGE	1st Offense	$555.00
3-3-23A5	Alcohol Violation	MISREPRESENTATION OF IDENTITY OR FALSE IDENTIFICATION (UNDER 21) FIRST OFFENSE ONLY	1st Offense	$555.00
40-1-3	Other	PERMIT UNLAWFUL OPERATION OF VEHICLE	Fine same as Other	$0.00
40-2-20	Registration	FAILURE TO REGISTER VEHICLE		$100.00
40-2-29	Registration	FAILURE TO APPLY FOR REGISTRATION/TITLE WITHIN 7 DAYS OF PURCHASE		$140.00
40-2-38	Registration	IMPROPER USE OF DEALER LICENSE PLATE		$182.00
40-2-41	Registration	OBSCURED OR MISSING LICENSE PLATE		$210.00
40-2-42	Registration	IMPROPER TRANSFER OF LICENSE PLATE OR DECAL		$182.00
40-2-5	Registration	USE OF PLATE TO CONCEAL OR MISREPRESENT		$713.00
40-2-6	Registration	ALTERED PLATE; OPER W/ IMPROPER LICENSE PLATES		$210.00
40-2-6.1	Registration	COVERING PLATE W/ PLASTIC TO IMPEDE SURVEILLANCE		$140.00
40-2-7	Registration	REMOVING OR AFFIXING LICENSE PLATE TO CONCEAL ID OF VEHICLE		$713.00
40-2-8(a)	Registration	FAILURE OF NEW RESIDENT OF STATE TO REGISTER VEHICLE WITHIN 30 DAYS		$140.00
40-2-8(b)(1)	Registration	DRIVING WITHOUT NUMBERED LICENSE PLATE OR WITHOUT CURRENT REVALIDATION DECAL		$140.00
40-2-8(b)(1)	Registration	DRIVING WITHOUT NUMBERED LICENSE PLATE OR WITHOUT CURRENT REVALIDATION DECAL		$175.00
40-2-8(b)(2)	Registration	FAILURE TO REGISTER NEW OR USED VEHICLE (NEW OWNER HAS 30 DAYS)		$140.00
40-2-8(c)	Registration	FAILURE TO DISPLAY COUNTY DECAL	1st Offense	$35.00
40-2-8(c)	Registration	FAILURE TO DISPLAY COUNTY DECAL	2nd Offense	$140.00
40-2-8.1	Registration	OPERATING VEHICLE WITHOUT REQUIRED REVALIDATION DECAL AFFIXED TO LICENSE PLATE		$35.00
40-5-120(1)	Registration	DISPLAYING OR POSSESSING CANCELLED, REVOKED OR SUSPENDED DRIVER'S LICENSE	1st Offense	$715.00
40-5-120(1)	Registration	DISPLAYING OR POSSESSING CANCELLED, REVOKED OR SUSPENDED DRIVER'S LICENSE	2nd Offense	$1,350.00
40-5-121	Registration	DRIVING WHILE LICENSE SUSPENDED OR REVOKED	1st Offense	$1,125.00
40-5-121	Registration	DRIVING WHILE LICENSE SUSPENDED OR REVOKED	2nd Offense	$2,030.00
40-5-121	Registration	DRIVING WHILE LICENSE SUSPENDED OR REVOKED	3rd Offense	$3,300.00
40-5-122	Registration	NO PERSON SHALL PERMIT UNLICENSED PERSON TO DRIVE		$765.00
40-5-123	Registration	NO PERSON SHALL PERMIT UNLICENSED CHILD TO DRIVE WHILE UNDER 18		$765.00
40-5-125	Registration	IMPROPER USE OF LICENSE		$830.00
40-5-20	Registration	OPERATING MOTOR VEHICLE WITHOUT DRIVER'S LICENSE	1st Offense	$870.00
40-5-20	Registration	OPERATING MOTOR VEHICLE WITHOUT DRIVER'S LICENSE	2nd Offense	$2,030.00
40-5-20	Registration	OPERATING MOTOR VEHICLE WITHOUT DRIVER'S	3rd Offense	$3,300.00

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		LICENSE		
40-5-20A	Registration	NEW RESIDENT HAS 30 DAYS TO OBTAIN LICENSE		$350.00
40-5-20B	Registration	OPERATING MOTOR VEHICLE WITHOUT LICENSE WHILE BEING TOWED		$140.00
40-5-20C	Registration	POSSESSION OF MORE THAN ONE DRIVER'S LICENSE		$182.00
40-5-23	Registration	WRONG CLASS OF LICENSE		$287.00
40-5-24(A)(1)	Registration	VIOLATION OF CLASS CP LICENSE RESTRICTION		$147.00
40-5-24(b)(2)(A)	Registration	VIOLATION OF CLASS D LICENSE RESTRICTION		$147.00
40-5-29(a)	Registration	LICENSE TO BE CARRIED & EXHIBITED ON DEMAND		$10.00
40-5-30(c)	Registration	FAILURE TO COMPLY WITH CONDITIONS OF RESTRICTED DRIVER'S LICENSE		$715.00
40-5-32(a)(1)	Registration	EXPIRED DRIVER'S LICENSE		$140.00
40-5-33	Registration	FAILURE TO CHANGE NAME OR ADDRESS ON LICENSE WITHIN 60 DAYS		$126.00
40-6-45	Rules of the Road	IMPROPER PASSING (WITHIN 100FT. OF INTERSECTION RR OR BRIDGE)		$175.00
40-5-58(c)(1)	Registration	HABITUAL VIOLATOR (MISDEMEANOR)		$1,350.00
40-5-64	Registration	VIOLATION OF LIMITED PERMITS FOR PARTICULAR OFFENDERS		$845.00
40-5-65	Registration	OBTAINING OR POSSESSING ANOTHER STATE'S LICENSE WHILE GA LICENSE SUSPENDED	1st Offense	$765.00
40-5-65	Registration	OBTAINING OR POSSESSING ANOTHER STATE'S LICENSE WHILE GA LICENSE SUSPENDED	2nd Offense	$1,350.00
40-5-75(f)	Registration	DRIVING WHILE LICENSE SUSPENDED/REVOKED(PRIOR CONVICTION VGCSA/DUI INVOLVING DRUGS	1st Offense	$1,038.00
40-5-75(f)	Registration	DRIVING WHILE LICENSE SUSPENDED/REVOKED(PRIOR CONVICTION VGCSA/DUI INVOLVING DRUGS	2nd Offense	$2,030.00
40-5-75(f)	Registration	DRIVING WHILE LICENSE SUSPENDED/REVOKED(PRIOR CONVICTION VGCSA/DUI INVOLVING DRUGS	3rd Offense	$3,330.00
40-6-10(a)(No Proof)	Insurance	FAILURE TO SHOW PROOF OF INSURANCE		$56.00
40-6-10A	Insurance	FAILURE TO MAINTAIN MINIMUM INSURANCE COVERAGE	1st Offense	$713.00
40-6-10A	Insurance	FAILURE TO MAINTAIN MINIMUM INSURANCE COVERAGE	2nd Offense	$1,103.00
40-6-10A	Insurance	FAILURE TO MAINTAIN MINIMUM INSURANCE COVERAGE	3rd Offense	$1,350.00
40-6-10B	Insurance	KNOWINGLY OPERATES OR AUTHORIZES ANOTHER TO OPERATE VEHICLE WITHOUT INSURANCE	1st Offense	$713.00
40-6-10B	Insurance	KNOWINGLY OPERATES OR AUTHORIZES ANOTHER TO OPERATE VEHICLE WITHOUT INSURANCE	2nd Offense	$1,103.00
40-6-10B	Insurance	KNOWINGLY OPERATES OR AUTHORIZES ANOTHER TO OPERATE VEHICLE WITHOUT INSURANCE	3rd Offense	$1,350.00
40-6-10C	Insurance	PERSON KNOWINGLY MAKES FALSE STATEMENT OR FALSE CERTIFICATION OF INSURANCE	1st Offense	$713.00
40-6-10C	Insurance	PERSON KNOWINGLY MAKES FALSE STATEMENT OR FALSE CERTIFICATION OF INSURANCE	2nd Offense	$1,350.00
40-6-11(b)	Insurance	FAILURE TO MAINTAIN MINIMUM INSURANCE COVERAGE FOR MOTORCYCLE OPERATION	1st Offense	$713.00
40-6-11(b)	Insurance	FAILURE TO MAINTAIN MINIMUM INSURANCE COVERAGE FOR MOTORCYCLE OPERATION	2nd Offense	$1,103.00
40-6-11(b)	Insurance	FAILURE TO MAINTAIN MINIMUM INSURANCE COVERAGE FOR MOTORCYCLE OPERATION	3rd Offense	$1,350.00
40-6-120(1)	Rules of the Road	**MAKING IMPROPER RIGHT TURN		$154.00
40-6-120(2)	Rules of the Road	**MAKING IMPROPER LEFT TURN		$154.00

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40-6-120(b)	Rules of the Road	FAILURE TO MAINTAIN LANE TURNING INTO INTERSECTION		$140.00
40-6-121	Rules of the Road	MAKING IMPROPER U-TURNS		$161.00
40-6-121(2)	Rules of the Road	IMPROPER U-TURNS (ON GRADE)		$147
40-6-121-(4)	Rules of the Road	IMPROPER U-TURNS (POSTED/MARKED)		$133
40-6-122	Rules of the Road	IMPROPER STARTING STOPPED, STANDING/PARKED VEH		$154.00
40-6-123A	Rules of the Road	IMPROPER LANE CHANGE		$140.00
40-6-123B	Rules of the Road	GIVING WRONG SIGNAL		$147.00
40-6-123C	Rules of the Road	IMPROPER STOPPING		$147.00
40-6-123D	Rules of the Road	IMPROPER SIGNAL		$147.00
40-6-124(a)	Rules of the Road	FAILURE TO USE PROPER SIGNALS		$140.00
40-6-125	Rules of the Road	IMPROPER USE OF HAND SIGNALS		$140.00
40-6-126	Rules of the Road	IMPROPER USE OF CENTER LANE		$154.00
40-6-14	Rules of the Road	SOUND MAKING DEVICE LIMITS WITHIN VEHICLE		$245.00
40-6-140(a)	Rules of the Road	FAILURE TO STOP FOR APPROACHING TRAIN		$182.00
40-6-140(b)	Rules of the Road	FAILURE TO STOP FOR RAILROAD SIGNALS		$301.00
40-6-140(c)	Rules of the Road	FAILURE TO STOP FOR RAILROAD BARRIERS		$182
40-6-140(e)	Rules of the Road	IMPROPER STOPPING ON RAILROAD TRACKS VEHICLES WITH LOW UNDERCARRIAGE		$1,350.00
40-6-140(f)	Rules of the Road	IMPROPER STOPPING ON RAILROAD TRACKS		$182.00
40-6-141.00	Rules of the Road	FAILURE TO STOP FOR RR CROSSING		$182.00
40-6-142	Rules of the Road	FAILURE BY DRIVER OF TAXI, SCHOOL BUS, GAS TRUCK TO STOP AT RAILROAD CROSSING		$182.00
40-6-143	Rules of the Road	IMPROPER MOVING OF HEAVY EQUIPMENT AT RAILROAD CROSSING		$294.00
40-6-144	Rules of the Road	FAILURE TO STOP BEFORE EMERGING FROM ALLEY/DRIVEWAY INTO RESIDENTIAL/BUSINESS STREET		$140.00
40-6-15(b)	Rules of the Road	VEHICLE REGISTRATION IS SUSPENDED, CANCELLED OR REVOKED	1st Offense	$870.00
40-6-15(c)	Rules of the Road	VEHICLE REGISTRATION IS SUSPENDED, CANCELLED OR REVOKED	2nd Offense and Subsequent Offenses (within 5 years)	$2,500
40-6-15	Rules of the Road	VEHICLE REGISTRATION IS SUSPENDED, CANCELLED OR REVOKED	3rd Offense	$2,663.00
40-6-15	Rules of the Road	VEHICLE REGISTRATION IS SUSPENDED, CANCELLED OR REVOKED	4th Offense	$3,183.00
40-6-16	Rules of the Road	APPROACHING STATIONARY EMERGENCY VEHICLE		$455.00
40-6-16(c)	Rules of the Road	MOVE OVER LAW FOR TOWING/RECOVERY VEHICLE		$350.00
40-6-163(a)	Rules of the Road	FAILURE TO STOP FOR SCHOOL BUS LOADING/ UNLOADING		$1,025.00

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40-6-180	Rules of the Road	DRIVING TOO FAST FOR CONDITIONS		$175.00
40-6-181 [5-10 MPH]	Speeding	SPEEDING		$49.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	1st Offense	$140.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	2nd Offense	$210.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	3rd Offense	$245.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	4th Offense	$280.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	5th Offense	$315.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	6th Offense	$350.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	7th Offense	$385.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	8th Offense	$420.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	9th Offense	$455.00
40-6-181 [11-14 MPH]	Speeding	SPEEDING	Tenth Offense	$490.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	1st Offense	$175.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	2nd Offense	$245.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	3rd Offense	$280.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	4th Offense	$315.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	5th Offense	$350.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	6th Offense	$385.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	7th Offense	$420.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	8th Offense	$455.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	9th Offense	$490.00
40-6-181 [15-18 MPH]	Speeding	SPEEDING	Tenth Offense	$525.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	1st Offense	$210.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	2nd Offense	$260.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	3rd Offense	$295.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	4th Offense	$330.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	5th Offense	$365.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	6th offense	$400.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	7th Offense	$435.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	8th Offense	$470.00
40-6-181 [19-23 MPH]	Speeding	SPEEDING	9th Offense	$505.00
40-6-181	Speeding	SPEEDING	Tenth Offense	$540.00

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[19-23 MPH]				
40-6-181 [24-30 MPH]	Speeding	SPEEDING	1st Offense	$280.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	2nd Offense	$322.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	3rd Offense	$364.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	4th Offense	$406.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	5th Offense	$448.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	6th offense	$490.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	7th Offense	$532.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	8th Offense	$574.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	9th Offense	$616.00
40-6-181 [24-30 MPH]	Speeding	SPEEDING	Tenth Offense	$658.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	1st Offense	$380.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	2nd Offense	$429.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	3rd Offense	$478.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	4th Offense	$527.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	5th Offense	$576.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	6th offense	$625.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	7th Offense	$674.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	8th Offense	$720.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	9th Offense	$765.00
40-6-181 [31 MPH +]	Speeding	SPEEDING	Tenth Offense	$810.00
40-6-181 [6-10 MPH]	Speeding	SPEEDING		$35.00
40-6-184(a)	Rules of the Road	IMPEDING FREE FLOW OF TRAFFIC		$140.00
40-6-186(b)	Rules of the Road	RACING ON HIGHWAY OR STREETS		$843.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	1st Offense	$280.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	2nd Offense	$420.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	3rd Offense	$490.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	4th Offense	$560.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	5th Offense	$630.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	6th Offense	$700.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	7th Offense	$765.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	8th Offense	$830.00

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40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	9th Offense	$895.00
40-6-188 [11-14 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	Tenth Offense	$960.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	1st Offense	$350.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	2nd Offense	$490.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	3rd Offense	$560.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	4th Offense	$630.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	5th Offense	$713.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	6th Offense	$778.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	7th Offense	$843.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	8th Offense	$921.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	9th Offense	$986.00
40-6-188 [15-18 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	Tenth Offense	$1,051.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	1st Offense	$420.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	2nd Offense	$525.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	3rd Offense	$609.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	4th Offense	$693.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	5th Offense	$778.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	6th offense	$856.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	7th Offense	$934.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	8th Offense	$1,012.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	9th Offense	$1,090.00
40-6-188 [19-23 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	Tenth Offense	$1,168.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	1st Offense	$560.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	2nd Offense	$644.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	3rd Offense	$739.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	4th Offense	$817.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	5th Offense	$895.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	6th offense	$986.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	7th Offense	$1,064.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	8th Offense	$1,155.00
40-6-188 [24-30 MPH]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	9th Offense	$1,233.00
40-6-188	Speeding	CONSTRUCTION SITE SPEED VIOLATION	Tenth Offense	$1,311.00

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[24-30 MPH]				
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	1st Offense	$765.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	2nd Offense	$856.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	3rd Offense	$947.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	4th Offense	$1,038.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	5th Offense	$1,129.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	6th offense	$1,220.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	7th Offense	$1,311.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	8th Offense	$1,402.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	9th Offense	$1,493.00
40-6-188 [31 MPH +]	Speeding	CONSTRUCTION SITE SPEED VIOLATION	Tenth Offense	$1,584.00
40-6-2	Rules of the Road	FAILURE TO OBEY A POLICE OFFICER, FIREMAN OR CROSSING GUARD DIRECTING TRAFFIC		$960.00
40-6-20	Rules of the Road	VIOLATION OF TRAFFIC CONTROL DEVICE		$182.00
40-6-201	Rules of the Road	LEAVING MOTOR VEHICLE UNATTENDED		$140.00
40-6-202	Rules of the Road	STOPPING, STANDING OR PARKING OUTSIDE OF BUSINESS OR RESIDENTIAL DISTRICT		$140.00
40-6-203(2)(b)	Rules of the Road	STOPPING, STANDING, PARKING, PROHIBITED IN SAFETY ZONE		$140.00
40-6-203(a)(1-3)	Rules of the Road	STOPPING, STANDING OR PARKING WHERE PROHIBITED IN SPECIFIED PLACES		$84.00
40-6-205	Rules of the Road	OBSTRUCTING AN INTERSECTION		$140.00
40-6-226	Rules of the Road	PARKING IN HANDICAP PLACE	1st Offense	$287.00
40-6-226	Rules of the Road	PARKING IN HANDICAP PLACE	2nd Offense	$567.00
40-6-23(1)	Rules of the Road	FAILURE TO OBEY TRAFFIC SIGN		$140.00
40-6-24	Rules of the Road	VIOLATION OF LANE DIRECTION CONTROL SIGNAL		$140.00
40-6-240(a)	Rules of the Road	IMPROPER BACKING (UNSAFE MANNER)		$140.00
40-6-240(b)	Rules of the Road	IMPROPER BACKING ON SHOULDER OR CONTROLLED ACCESS HIGHWAY		$140.00
40-6-241	Rules of the Road	USE OF DUE CARE**		$140.00
40-6-241.1	Rules of the Road	UNLAWFUL USE OF WIRELESS DEVICE (UNDER 18)		$150.00
40-6-241.1	Rules of the Road	UNLAWFUL USE OF WIRELESS DEVICE (UNDER 18)		$300.00
40-6-241.2	Rules of the Road	OPERATING A VEHICLE WHILE TEXT MESSAGING (18 OR OLDER)		$150.00
40-6-241(c)	Rules of the Road	HANDS FREE ACT	1ST OFFENSE	$50
40-6-241(c)	Rules of the Road	HANDS FREE ACT	2ND OFFENSE	$100
40-6-241(c)	Rules of the	HANDS FREE ACT	3RD OFFENSE	$150

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40-6-242(a)	Rules of the Road	OPERATING VEHICLE WITH MORE THAN 3 PEOPLE IN FRONT SEAT - TO OBSTRUCT DRIVER'S VIEW		$140.00
40-6-242(b)	Rules of the Road	INTERFERENCE BY A PASSENGER WITH DRIVER'S VIEW OR CONTROL		$140.00
40-6-243	Rules of the Road	OPENING VEHICLE DOORS AND INTERFERING WITH TRAFFIC		$140.00
40-6-244	Rules of the Road	RIDING IN HOUSE TRAILER		$112.00
40-6-246	Rules of the Road	COASTING		$140.00
40-6-247	Rules of the Road	FOLLOWING EMERGENCY VEHICLE		$210.00
40-6-248	Rules of the Road	CROSSING FIRE HOSE (PLUS DAMAGES)		$843.00
40-6-249	Rules of the Road	LITTERING ON HIGHWAYS		$525.00
40-6-250	Rules of the Road	WEARING DEVICE, WHICH IMPAIRS HEARING/VISION		$154.00
40-6-251(a)	Rules of the Road	LAYING DRAGS		$266.00
40-6-252(b)(1)	Rules of the Road	PARKING OR DRIVING THRU "NO THRU ZONE"	1st Offense	$70.00
40-6-252(b)(2)	Rules of the Road	PARKING OR DRIVING THRU "NO THRU ZONE"	2nd Offense	$140.00
40-6-252(b)(3)	Rules of the Road	PARKING OR DRIVING THRU "NO THRU ZONE"	3rd Offense	$210.00
40-6-253	Rules of the Road	OPEN CONTAINER		$280.00
40-6-254	Rules of the Road	FAILURE TO SECURE LOAD		$254
40-6-255	Rules of the Road	DRIVING OFF W/O PAYMENT FOR GAS DISPENSED INTO VEHICLE		$100
40-6-26(a)	Rules of the Road	DEFACING TRAFFIC SIGNAL, TRAFFIC SIGN OR RAILROAD SIGN (Add Replacement Cost to fine)		$294.00
40-6-26(b)	Rules of the Road	DRIVING ON HIGHWAY CLOSED TO PUBLIC		$140.00
40-6-270	Rules of the Road	FAILURE TO STOP AT OR RETURN TO SCENE OF ACCIDENT WITH DEATH, INJURY OR DAMAGE	1st Offense	$960.00
40-6-270	Rules of the Road	FAILURE TO STOP AT OR RETURN TO SCENE OF ACCIDENT WITH DEATH, INJURY OR DAMAGE	2nd Offense	$1,350.00
40-6-270	Rules of the Road	FAILURE TO STOP AT OR RETURN TO SCENE OF ACCIDENT WITH DEATH, INJURY OR DAMAGE	3rd Offense	$1,350.00
40-6-270(a)(1-3)	Rules of the Road	FAILURE TO GIVE INFORMATION AND RENDER AID TO ACCIDENT SCENE		$845.00
40-6-271	Rules of the Road	FAILURE TO PERFORM DUTY UPON STRIKING UNATTENDED MOTOR VEHICLE		$830.00
40-6-272	Rules of the Road	FAILURE TO PERFORM DUTY UPON STRIKING FIXTURE		$830.00
40-6-273	Rules of the Road	DUTY TO MAKE IMMEDIATE REPORTS OF ACCIDENTS		$830.00
40-6-311(e)	Rules of the Road	FAILURE OF OPERATOR AND PASSENGER TO WEAR SHOES ON MOTORCYCLES		$154.00
40-6-312(c)	Rules of the Road	IMPROPER OPERATION OF MOTORCYCLE (BETWEEN LANES OF TRAFFIC OR VEHICLES)		$154.00
40-6-312(d)	Rules of the Road	IMPROPER OPERATION OF MOTORCYCLE (MORE THAN 2 ABREAST IN SAME LANE)		$140.00
40-6-312(e)	Rules of the Road	FAILURE TO HAVE HEADLIGHT AND TAILLIGHT ILLUMINATED ON MOTORCYCLE		$119.00
40-6-314(a)	Rules of the Road	CARRYING PASSENGER WITH NO FOOTREST		$140.00
40-6-314(b)	Rules of the Road	IMPROPER HANDLEBARS (MORE THAN 15" ABOVE SEAT)		$112.00

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40-6-315(a)	Rules of the Road	RIDING MOTORCYCLE WITH NO HELMET ON		$140.00
40-6-315(b)	Rules of the Road	RIDING MOTORCYCLE WITH NO WINDSHIELD/VISOR		$112.00
40-6-351	Rules of the Road	RIDING MOPED WITHOUT DRIVER'S LICENSE		$140.00
40-6-352(a)	Rules of the Road	RIDING MOPED WITHOUT PROTECTIVE HEADGEAR		$140.00
40-6-390	Rules of the Road	RECKLESS DRIVING	1st Offense	$1,025.00
40-6-390	Rules of the Road	RECKLESS DRIVING	2nd Offense	$1,350.00
40-6-391	DUI	DUI	1st Offense	$1,716.00
40-6-391	DUI	DUI	2nd Offense	$2,001.00
40-6-391	DUI	DUI	3rd Offense	$4,851.00
40-6-391(1)	DUI	ENDANGERING A CHILD BY DUI (UNDER AGE 14)	1st Offense	$589.00
40-6-391(1)	DUI	ENDANGERING A CHILD BY DUI (UNDER AGE 14)	2nd Offense	$968.00
40-6-391A	DUI	DUI - Less Safe	1st Offense	$1,716.00
40-6-391A	DUI	DUI - Less Safe	2nd Offense	$2,001.00
40-6-391A	DUI	DUI - Less Safe	3rd Offense	$4,851.00
40-6-391A1	DUI	DUI - Alcohol	1st Offense	$1,716.00
40-6-391A1	DUI	DUI - Alcohol	2nd Offense	$2,001.00
40-6-391A1	DUI	DUI - Alcohol	3rd Offense	$4,851.00
40-6-391A2	DUI	DUI - Drugs	1st Offense	$1,716.00
40-6-391A2	DUI	DUI - Drugs	2nd Offense	$2,001.00
40-6-391A2	DUI	DUI - Drugs	3rd Offense	$4,851.00
40-6-391A3	DUI	DUI - Inhalants	1st Offense	$1,716.00
40-6-391A3	DUI	DUI - Inhalants	2nd Offense	$2,001.00
40-6-391A3	DUI	DUI - Inhalants	3rd Offense	$4,851.00
40-6-391A4	DUI	DUI - Drugs and Alcohol Combined	1st Offense	$1,716.00
40-6-391A4	DUI	DUI - Drugs and Alcohol Combined	2nd Offense	$2,001.00
40-6-391A4	DUI	DUI - Drugs and Alcohol Combined	3rd Offense	$4,851.00
40-6-391A6	DUI	DUI - Marijuana	1st Offense	$1,716.00
40-6-391A6	DUI	DUI - Marijuana	2nd Offense	$2,001.00
40-6-391A6	DUI	DUI - Marijuana	3rd Offense	$4,851.00
40-6-395(a)	Rules of the Road	FLEEING OR ATTEMPTING TO ALLUDE AN OFFICER	1st Offense	$1,155.00
40-6-395(a)	Rules of the Road	FLEEING OR ATTEMPTING TO ALLUDE AN OFFICER	2nd Offense	$2,030.00
40-6-395(a)	Rules of the Road	FLEEING OR ATTEMPTING TO ALLUDE AN OFFICER	3rd offense	$3,300.00
40-6-397	Rules of the Road	AGGRESSIVE DRIVING	1st Offense	$567.00
40-6-397	Rules of the Road	AGGRESSIVE DRIVING	2nd Offense	$845.00
40-6-397	Rules of the Road	AGGRESSIVE DRIVING	3rd Offense	$1,350.00
40-6-40A	Rules of the Road	Driving Wrong Side of Undivided Street		$140.00
40-6-40B	Rules of the Road	FAILURE TO STAY IN RIGHT LANE WHEN LESS THAN NORMAL SPEED		$140.00
40-6-40D	Rules of the Road	IMPEDING NORMAL FLOW OF TRAFFIC (TWO VEHICLES SIDE BY SIDE)		$140.00
40-6-42(1)	Rules of the Road	IMPROPER PASSING (CUTTING IN ON VEHICLE BEING PASSED)		$182.00
40-6-42(2)	Rules of the	INCREASING OF SPEED WHILE BEING PASSED		$140.00

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	Road			
40-6-43(b)	Rules of the Road	IMPROPER PASSING (ON SHOULDER OF ROAD)		$182.00
40-6-44	Rules of the Road	IMPROPER PASSING (WITHIN 200FT. OF ONCOMING TRAFFIC)		$210.00
40-6-45(a)(1)	Rules of the Road	IMPROPER PASSING (ON HILL OR CURVE)		$140.00
40-6-46(b)	Rules of the Road	IMPROPER PASSING (SOLID YELLOW LINE)		$301.00
40-6-47(b)	Rules of the Road	WRONG WAY ON ONE-WAY STREET		$210.00
40-6-48	Rules of the Road	IMPROPER/ERRATIC LANE CHANGE (FAILURE TO MAINTAIN LANE)		$154.00
40-6-49(a)	Rules of the Road	FOLLOWING TOO CLOSELY		$154.00
40-6-50	Rules of the Road	CROSSING MEDIAN ON DIVIDED HIGHWAY		$182.00
40-6-51	Rules of the Road	DRIVING INTO ROADWAY EXCEPT AT ESTAB ENTRANCES AND EXITS		$140.00
40-6-70	Rules of the Road	FAILURE TO YIELD TO VEH APPROACHING FROM OPPOSITE DIRECTION		$154.00
40-6-71	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY WHILE TURNING LEFT		$154.00
40-6-72B	Rules of the Road	FAILURE TO STOP FOR STOP SIGN		$140.00
40-6-72C	Rules of the Road	FAILURE TO SLOW OR STOP FOR YIELD SIGN		$140.00
40-6-73	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY WHILE ENTERING/CROSSING ROADWAY		$154.00
40-6-74	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY TO EMERGENCY VEHICLE		$245.00
40-6-75(a)	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY TO HWY MAINT VEH OR PEDESTRIAN WORKING		$140.00
40-6-75(b)	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY TO AUTHORIZED VEHICLE DISPLAYING AMBER LIGHTS		$140.00
40-6-76	Rules of the Road	FAILURE TO YIELD TO FUNERAL PROCESSION		$154.00
40-6-90(a)	Rules of the Road	PEDESTRIAN FAILING TO OBEY POLICE OFFICER OR TRAFFIC CONTROL DEVICE		$140.00
40-6-91(a)	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY TO PEDESTRIAN		$140.00
40-6-91(b)	Rules of the Road	PEDESTRIAN DARTING OUT IN TRAFFIC		$140.00
40-6-91(d)	Rules of the Road	IMPROPER PASSING		$140.00
40-6-92(d)	Rules of the Road	PEDESTRIAN CROSSING ROADWAY DIAGONALLY WITHOUT AUTHORIZATION		$140.00
40-6-93	Rules of the Road	DRIVER FAILED TO EXERCISE DUE CARE FOR PEDESTRIANS UPON ANY ROADWAY		$189.00
40-6-94	Rules of the Road	FAILURE TO YIELD RIGHT OF WAY TO BLIND PEDESTRIAN		$189.00
40-6-95	Rules of the Road	PEDESTRIAN UNDER THE INFLUENCE OF ALCOHOL OR DRUGS	1st Offense	$245.00
40-6-95	Rules of the Road	PEDESTRIAN UNDER THE INFLUENCE OF ALCOHOL OR DRUGS	2nd Offense	$490.00
40-6-95	Rules of the Road	PEDESTRIAN UNDER THE INFLUENCE OF ALCOHOL OR DRUGS	3rd Offense	$700.00
40-6-96	Rules of the Road	PEDESTRIAN FAILING TO WALK ON SIDEWALKS WHEN PROVIDED	Fine	$140.00
40-6-96(b)	Rules of the Road	PEDESTRIAN FAILING TO WALK IN COMPLIANCE		$112.00

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40-6-96(d)	Rules of the Road	PEDESTRIAN FAILING TO YIELD RIGHT OF WAY TO ALL VEHICLES		$112.00
40-6-96(e)	Rules of the Road	PEDESTRIAN FAILING TO STOP FOR RR CROSSING BARRIER		$112.00
40-6-97	Rules of the Road	PEDESTRIAN SOLICITING RIDES OR BUSINESS		$140.00
40-6-98	Rules of the Road	DRIVING THROUGH SAFETY ZONE		$140.00
40-6-99(a)	Rules of the Road	PEDESTRIAN FAILING TO YIELD RIGHT OF WAY TO EMERGENCY VEHICLE		$112.00
40-8-10	Rules of the Road	DRIVING CAR WHICH SUPPLIES ENGINE W/ NITROUS OXIDE		$112.00
40-8-181	Emissions	VISIBLE EMISSIONS		$189.00
40-8-20	Rules of the Road	OPERATING MOTOR VEHICLE WITHOUT HEADLIGHTS AND OTHER LIGHTS REQUIRED		$140.00
40-8-200(b)	Emissions	OPERATING MOTOR VEHICLE WITHOUT EMISSIONS INSPECTION CERTIFICATE	1st Offense	$154.00
40-8-200(b)	Emissions	OPERATING MOTOR VEHICLE WITHOUT EMISSIONS INSPECTION CERTIFICATE	2nd Offense	$301.00
40-8-21	Rules of the Road	WRECKER TOW LIGHTS		$140.00
40-8-22	Rules of the Road	DEFECTIVE OR NO HEADLIGHTS		$119.00
40-8-23	Rules of the Road	DEFECTIVE OR NO TAIL LIGHTS		$140.00
40-8-23(d)	Rules of the Road	NO TAG LIGHT		$112.00
40-8-24	Rules of the Road	NO REFLECTORS (VEHICLE, TRAILER, SEMITRAILER)		$112.00
40-8-25	Rules of the Road	NO BRAKE LIGHTS		$140.00
40-8-26	Rules of the Road	NO OPERATION OF BRAKE LIGHTS/SIGNAL		$140.00
40-8-27	Rules of the Road	FAILURE TO DISPLAY LIGHTS OR FLAG ON PROJECTED LOAD		$154.00
40-8-28	Rules of the Road	FAILURE TO HAVE LIGHTS ON PARKED VEHICLE		$154.00
40-8-29	Rules of the Road	IMPROPER LIGHTS (MORE THAN ONE SPOTLIGHT OR TWO FOGLIGHTS ON VEHICLE)		$154.00
40-8-31	Rules of the Road	FAILURE TO DIM HEADLIGHTS		$126.00
40-8-50	Rules of the Road	OPERATING MOTOR VEHICLE OR MOTORCYCLE WITH IMPROPER BRAKES (NO BRAKES)		$140.00
40-8-6(b)	Rules of the Road	OPERATING VEHICLE WITH ALTERED SUSPENSION		$140.00
40-8-7	Rules of the Road	IMPROPER EQUIPMENT		$140.00
40-8-70	Rules of the Road	OPERATING VEHICLE W/ IMPROPER HORN, SIREN, BELL/WHISTLES ON UNAUTHORIZED VEH		$112.00
40-8-71	Rules of the Road	IMPROPER EXHAUST		$140.00
40-8-72	Rules of the Road	OPERATING A VEHICLE WITH NO MIRROR		$119.00
40-8-73	Rules of the Road	OPERATING A VEHICLE WITH NO WIPERS OR WITH IMPROPER WINDSHIELD/WINDOW		$119.00
40-8-73.1	Rules of the Road	WINDOW TINT VIOLATION		$119.00
40-8-74	Rules of the Road	OPERATING A VEHICLE WITH IMPROPER TIRES (UNSAFE)		$140.00
40-8-76	Rules of the Road	FAILURE TO USE CHILD RESTRAINT (8 OR UNDER)	1st Offense	$50.00
40-8-76	Rules of the Road	FAILURE TO USE CHILD RESTRAINT (8 OR UNDER)	2nd Offense	$100.00

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40-8-76.1	Rules of the Road	FAILURE TO USE BELTS IN PASSENGER VEHICLE		$15.00
40-8-76.1(e)(3)	Rules of the Road	FAILURE TO USE SAFETY BELT FOR MINOR		$35.00
40-8-8	Rules of the Road	NO WORKING SPEEDOMETER		$112.00
40-8-90	Rules of the Road	OPERATING UNAUTHORIZED VEHICLE WITH FLASHING BLUE LIGHTS		$301.00
40-8-92	Rules of the Road	OPERATING EMERGENCY VEHICLE WITH EXPIRED OR NO EMERGENCY LIGHT PERMIT		$350.00
1-12	City Ordinance	False name, address, or date of birth given to a law enforcement officer.		$500.00
302.4	City Maintenance	Exterior Yard Maintained		$500.00
303.1	City Maintenance	Maintaining of Pool		$500.00
307.1	City Maintenance	Accumulation of Garbage		$500.00
4-5-6	City Ordinance	VIOLATION OF DEVELOPMENT REGULATION: PRIVATE STREET	Fine to be set by Judge	$0.00
14-12	City Ordinance	CRUELTY TO ANIMALS		$260.00
14-41	Animal	ANIMAL CONTROL VIOLATION	1st Offense	$280.00
14-41	Animal	ANIMAL CONTROL VIOLATION	2nd Offense	$415.00
14-41	Animal	ANIMAL CONTROL VIOLATION	3rd Offense	$700.00
14-91	Animal	DANGEROUS DOG CONTROL LAW	1st Offense	$280.00
14-91	Animal	DANGEROUS DOG CONTROL LAW	2nd Offense	$685.00
14-91	Animal	DANGEROUS DOG CONTROL LAW	3rd Offense	$995.00
22-112	City Ordinance	SOLICITING WITHOUT LICENSE		$140.00
30-3(13)	City Ordinance	VIOLATION OF CEMETERY HOURS		$81.00
30-41(b)	City Ordinance	Failure to Appear		$100
34-106	City Ordinance	JUNKED, INOPERABLE OR ABANDONED VEHICLES		$351.00
34-32	City Ordinance	UNHEALTHFUL GROWTH OF WEEDS		$150.00
34-71	City Ordinance	LOUD AND UNNECESSARY NOISES		$150.00
34-130	City Ordinance	Violation of Outdoor Burning Ordinance		Not to exceed $1,000
46-1	City Ordinance	DISORDERLY CONDUCT [16-11-39]	1st Offense	$295.00
46-2	City Ordinance	DISORDERLY CONDUCT [16-11-39]	2nd Offense	$575.00
46-3	City Ordinance	DISORDERLY CONDUCT [16-11-39]	3rd Offense	$1,090.00
46-1	City Ordinance	DISORDERLY WHILE INTOXICATED [16-11-41]	1st Offense	$430.00
46-1	City Ordinance	DISORDERLY WHILE INTOXICATED [16-11-41]	2nd Offense	$865.00
46-1	City Ordinance	DISORDERLY WHILE INTOXICATED [16-11-41]	3rd Offense	$1,300.00
46-2 *	City Ordinance	DRINKING IN PUBLIC (OPEN CONTAINER)		$305.00
46-4	City Ordinance	LOITERING OR PROWLING		$375.00
46-5	City Ordinance	DISCHARGING FIREARMS / AIRGUNS IN CITY		$375.00
46-6	City Ordinance	THROWING ROCKS/MISSILES		$170.00
46-7	City Ordinance	Violation of False Alarm Ordinance	Fourth false alarm	$50
46-7	City Ordinance	Violation of False Alarm Ordinance	Fifth false alarm	$75
46-7	City Ordinance	Violation of False Alarm Ordinance	Sixth and over false alarm	$100
46-7	City Ordinance	Violation of False Alarm Ordinance	Failure to register	$100
46-7	City Ordinance	Violation of False Alarm Ordinance	Other civil penalties	not to exceed $100
46-7-39	Miscellaneous	FAILURE TO OBEY MOTOR CARRIER RULES/REGS		$350.00

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50-3-3	City Ordinance	SOLICITING WITHOUT LICENSE		$170.00
50-72	City Ordinance	DEVELOPMENT PERMIT REQUIRED		$0.00
54-1	Nuisances	TOBACCO USE IN CITY FACILITIES		$108.00
54-11	Nuisances	PROFANE AND VULGAR LANGUAGE		$125.00
54-12	Nuisances	DISCHARGING FIREARMS IN CITY		$160.00
54-13	Nuisances	USE OF SLINGSHOT/BOW AND ARROW - UNSAFE MANNER		$75.00
54-15	Nuisances	SPITTING ON FLOOR OR WALL OR OTHER		$75.00
54-2	Nuisances	FEEDING DUCKS IN THE PARK		$45.00
54-4	Nuisances	LOITERING (11:00PM - 6:00AM)		$125.00
54-5	Nuisances	SOLICITING ALMS - BEGGING		$125.00
54-86	Public Building	DISTRIBUTING HANDBILLS		$75.00
54-88	Public Building	POSTING NOTICES PROHIBITED		$75.00
58-31	Public Building	ACCUMULATION OF JUNK		$95.00
66-50.1	City Ordinance	VIOLATION OF CITY'S USE OF RIGHTS-OF-WAY		$500.00
66-8	Public Building	SALE, POSSESSION OR CONSUMPTION IN CITY PARK OR RECREATIONAL FACILITY		$180.00
74-1	CITY ORDINANCE	ILLEGAL PARKING		$25
74-124	Public Building	OFF-ROAD VEHICLES		$100.00
74-155	City Ordinance	Violation of Personal Transportation Vehicle Ordinance		Not to exceed $200
76-11	Public Building	SOIL EROSION VIOLATION	Fine to be set by Judge	$0.00
78-12	Public Building	DISCARDING SHARP OBJECTS IN TRASH		$135.00
78-13	Public Building	SCAVENGING IN TRASH		$40.00
86-82	Public Building	OPERATING BUSINESS WITHOUT BUSINESS LICENSE		$165.00
87-171	Public Building	PERMIT REQUIRED FOR PARADES		$70.00
90-44	Public Building	PARKING REGULATION VIOLATIONS (Mar		$60.00
Appendix C of Development Regulations	City Ordinance	Violation of Floodplain Management/Flood Damage Prevention Ordinance		1st Offense $250
Appendix C of Development Regulations	City Ordinance	Violation of Floodplain Management/Flood Damage Prevention Ordinance		2nd Offense $500
Appendix C of Development Regulations	City Ordinance	Violation of Floodplain Management/Flood Damage Prevention Ordinance		Fine to be set by Judge

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FINANCIAL HIGHLIGHTS
November 30, 2021

Budget Summary
92% of year lapsed

	Audited		Unaudited	
	2020 Year End Actual	2021 Amended Budget	2021 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	10,114,372	10,535,000	7,179,705	68.15%
Operating Grant Fund	118,915	125,000	122,421	97.94%
American Rescue Plan (ARP) Act of 2021	-	2,883,302	2,883,650	100.01%
Parks & Recreation Fund	453,161	410,000	428,574	104.53%
Hotel/Motel Tax Fund	3,579	5,000	4,801	96.02%
Urban Redevelopment Agency	5,784,104	10,756,113	864,246	8.03%
SPLOST III Fund	6,128	280,000	6,039	2.16%
SPLOST IV Fund	2,348	67,800	6	0.01%
SPLOST V Fund	2,425,417	4,000,000	2,752,873	68.82%
Town Center Fund	5,923,464	7,846,945	1,093,391	13.93%
Debt Service Fund	51,932	1,102,952	150,373	13.63%
Stormwater Utility Fund	871,402	376,500	157,197	41.75%
Municipal Court Fund	-	945,000	1,051,945	111.32%
TOTAL REVENUES - ALL FUNDS	**$ 25,754,822**	**$ 39,333,612**	**$ 16,695,222**	**42.45%**
EXPENDITURES/EXPENSES BY FUND				
General Fund	8,820,068	10,535,000	8,871,523	84.21%
Operating Grant Fund	118,907	125,000	129,417	103.53%
American Rescue Plan (ARP) Act of 2021	-	2,883,302	-	0.00%
Parks & Recreation Fund	89,327	410,000	164,932	40.23%
Hotel/Motel Tax Fund	1,541	5,000	4,295	85.90%
Urban Redevelopment Agency	5,784,104	10,756,113	864,246	8.03%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,663,596	4,000,000	1,191,899	29.80%
Town Center Fund	6,235,613	7,846,945	1,040,710	13.26%
Debt Service Fund	279,985	1,102,952	1,128,330	102.30%
Stormwater Utility Fund	329,963	376,500	202,054	53.67%
Municipal Court Fund	-	945,000	968,193	102.45%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	**$ 23,323,104**	**$ 39,333,612**	**$ 14,565,599**	**37.03%**

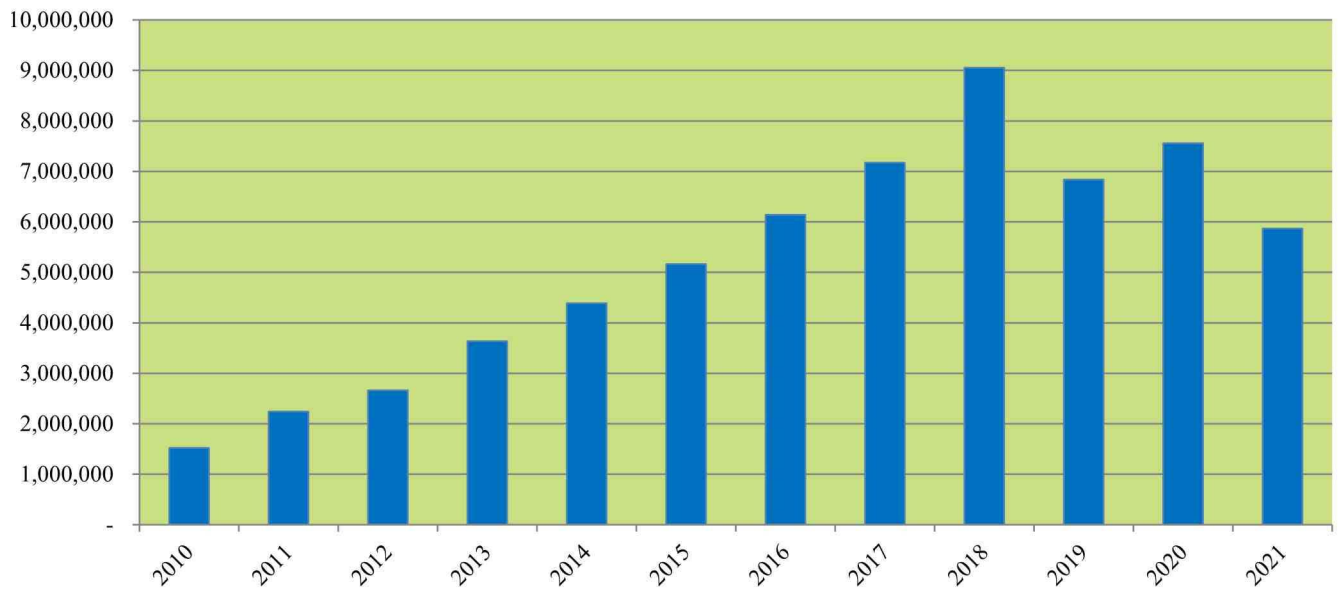
Comparison to Prior Year
92% of year lapsed

	11/30/20 Actual	2020 Annual Budget	% of Annual Budget	11/30/21 Actual	2021 Amended Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	6,649,641	9,500,000	70.00%	7,179,705	10,535,000	68.15%
Operating Grant Fund	108,764	215,000	50.59%	122,421	125,000	97.94%
American Rescue Plan (ARP) Act of 2021	-	-	0.00%	2,883,650	2,883,302	100.01%
Parks & Recreation Fund	412,545	377,500	109.28%	428,574	410,000	104.53%
Hotel/Motel Tax Fund	3,215	3,000	107.16%	4,801	5,000	96.02%
Urban Redevelopment Agency	5,784,104	6,000,000	96.40%	864,246	10,756,113	8.03%
SPLOST III Fund	6,103	274,650	2.22%	6,039	280,000	2.16%
SPLOST IV Fund	2,346	70,000	3.35%	6	67,800	0.01%
SPLOST V Fund	2,292,033	8,814,505	0.00%	2,752,873	4,000,000	68.82%
Town Center Fund	5,923,437	6,551,600	90.41%	1,093,391	7,846,945	13.93%
Debt Service Fund	51,792	516,319	10.03%	150,373	1,102,952	13.63%
Stormwater Utility Fund	110,800	350,000	31.66%	157,197	376,500	41.75%
Municipal Court Fund	-	-	0.00%	1,051,945	945,000	111.32%
TOTAL REVENUES - ALL FUNDS	**$ 21,344,779**	**$ 32,672,574**	**51.10%**	**$ 16,695,222**	**$ 39,333,612**	**42.45%**
EXPENDITURES/EXPENSES BY FUND						
General Fund	8,342,150	9,500,000	87.81%	8,871,523	10,535,000	84.21%
Operating Grant Fund	113,908	215,000	52.98%	129,417	125,000	103.53%
American Rescue Plan (ARP) Act of 2021	-	-	0.00%	-	2,883,302	0.00%
Parks & Recreation Fund	80,586	377,500	21.35%	164,932	410,000	40.23%
Hotel/Motel Tax Fund	1,540	3,000	51.33%	4,295	5,000	85.90%
Urban Redevelopment Agency	5,784,104	6,000,000	96.40%	864,246	10,756,113	8.03%
SPLOST III Fund	-	274,650	0.00%	-	280,000	0.00%
SPLOST IV Fund	-	70,000	0.00%	-	67,800	0.00%
SPLOST V Fund	1,354,719	8,814,505	0.00%	1,191,899	4,000,000	29.80%
Town Center Fund	6,279,340	6,551,600	95.84%	1,040,710	7,846,945	13.26%
Debt Service Fund	279,985	516,319	54.23%	1,128,330	1,102,952	102.30%
Stormwater Utility Fund	215,258	350,000	61.50%	202,054	376,500	53.67%
Municipal Court Fund	-	-	0.00%	968,193	945,000	102.45%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	**$ 22,451,590**	**$ 32,672,574**	**44.58%**	**$ 14,565,599**	**$ 39,333,612**	**37.03%**

Changes in Fund Balance/Net Position
As of November 30, 2021

Fund	Audited Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Unaudited Balance as of 11/30/2021	Net Increase/ (Decrease)
General Fund	7,557,635	7,179,705	8,871,523	5,865,817	(1,691,818)
Operating Grant Fund	37,134	122,421	129,417	30,138	(6,996)
American Rescue Plan (ARP) Act of 2021	-	2,883,650	-	2,883,650	2,883,650
Parks & Recreation Fund	513,325	428,574	164,932	776,967	263,642
Hotel/ Motel Tax Fund	8,880	4,801	4,295	9,386	506
Urban Redevelopment Agency	-	864,246	864,246	-	-
SPLOST III Fund	280,106	6,039	-	286,145	6,039
SPLOST IV Fund	69,064	6	-	69,070	6
SPLOST V Fund	(2,296,654)	2,752,873	1,191,899	(735,680)	1,560,974
Town Center Fund	(144,757)	1,093,391	1,040,710	(92,076)	52,681
Debt Service Fund	1,592,641	150,373	1,128,330	614,684	(977,957)
Stormwater Utility Fund	4,696,706	157,197	202,054	4,651,850	(44,856)
Municipal Court Fund	-	1,051,945	968,193	83,752	83,752
	$ 12,314,080	**$ 16,695,222**	**$ 14,565,599**	**$ 14,443,703**	**$ 2,129,623**

General Fund - History of Fund Balance

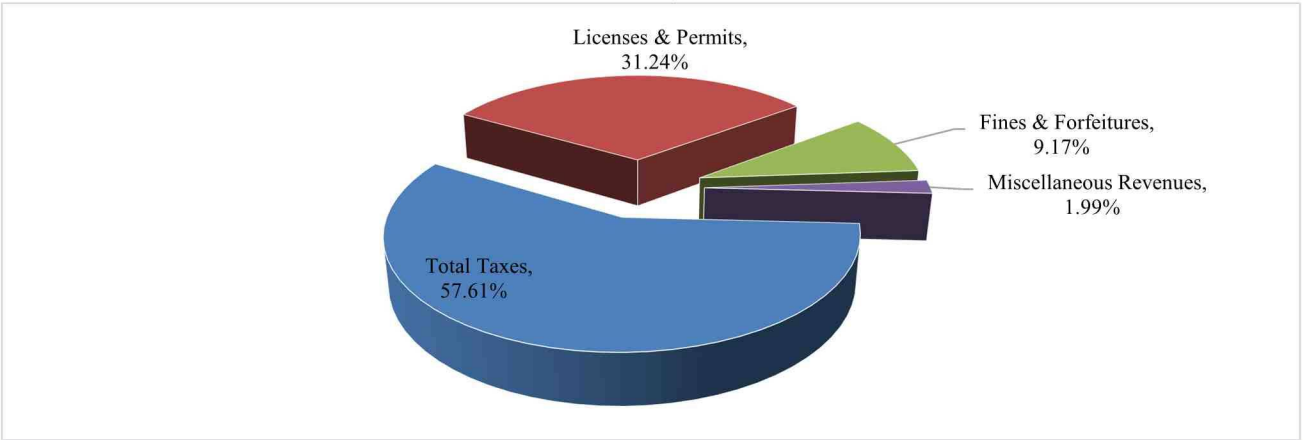


Budget Comparison Report - General Fund

92% of year lapsed

REVENUES	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Property Taxes	941,501	4,800,000	1,545,152	32.19%
Motor Vehicle Taxes	2,490	27,000	30,175	111.76%
Motor Vehicle Title Ad Valorem Tax	71,655	610,000	676,005	110.82%
Mobile Home Tax	-	150	166	110.45%
Recording Intangible Taxes	7,449	100,000	103,621	103.62%
Penalties & Interest	2,869	7,000	11,306	161.52%
Fifa Fees	285	1,750	2,058	117.59%
Franchise Tax	-	475,000	478,702	100.78%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	817	12,000	12,369	103.07%
Business & Occupation Tax	22,995	125,000	94,314	75.45%
Financial Institutions Tax	-	1,500	1,516	101.07%
Insurance Premium Tax	-	772,000	772,761	100.10%
Total Taxes	1,129,845	7,426,650	4,136,009	55.69%
Licenses & Permits	121,639	2,282,750	2,242,718	98.25%
Fines & Forfeitures	49,003	658,000	658,079	100.01%
Miscellaneous Revenues	9,824	143,100	114,845	80.26%
Interest Income	(1,404)	10,500	11,423	108.80%
Proceeds from the Sale of Conf Assets	-	-	-	0.00%
Proceeds from the Sale of Assets	-	14,000	16,610	118.64%
Donation from Private Sources	-	-	20	100.00%
TOTAL GENERAL FUND REVENUES	**$ 1,308,908**	**$ 10,535,000**	**$ 7,179,705**	**68.15%**

Revenues by Source



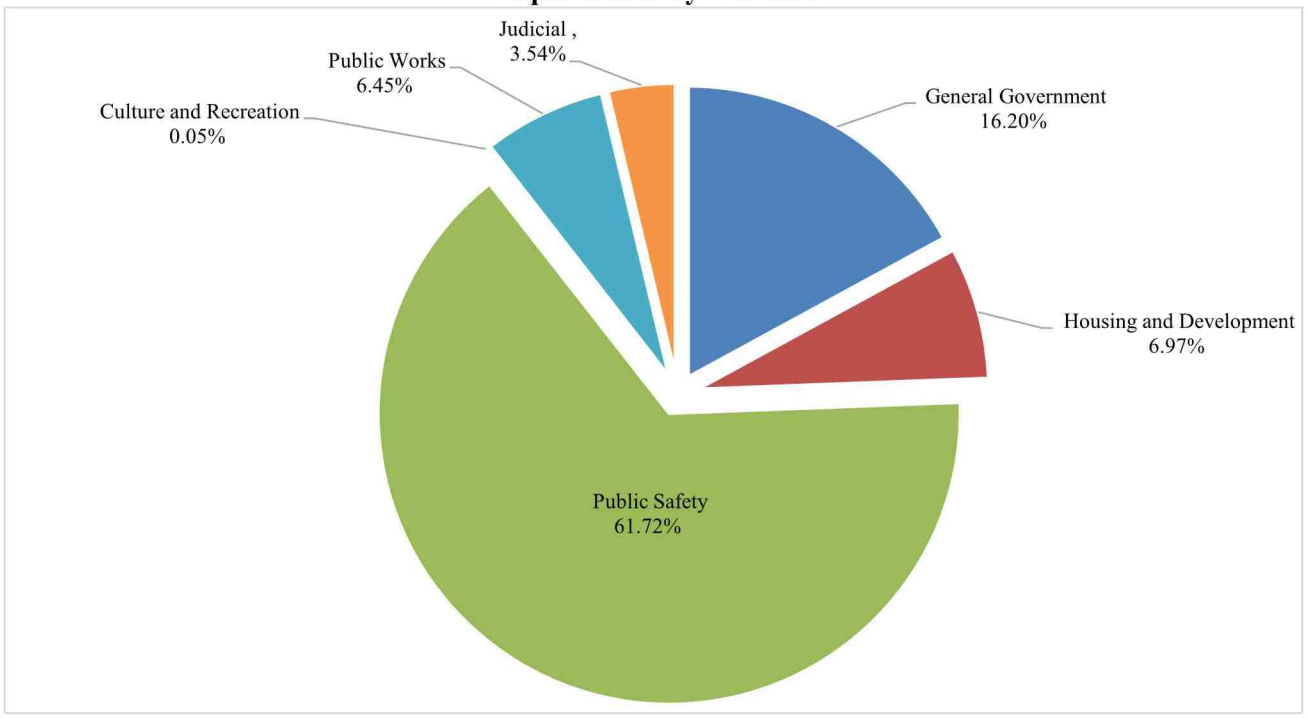
EXPENDITURES	November 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget

Budget Comparison Report - General Fund

92% of year lapsed

General Government	86,375	1,810,204	1,436,956	79.38%
Housing and Development	57,184	850,432	618,118	72.68%
Public Safety	251,579	6,328,979	5,475,768	86.52%
Culture and Recreation	-	29,500	4,788	16.23%
Public Works	51,519	691,942	572,035	82.67%
Judicial	21,774	373,943	313,858	83.93%
TOTAL GENERAL FUND EXPENDITURES	**$ 468,431**	**$ 10,085,000**	**$ 8,871,523**	**87.97%**

Expenditures by Function



Budget Comparison Report - All Funds
92% of year lapsed

Unaudited

	2020 Year End Actuals	2021 Amended Budget	Year to Date	% 2021 Annual Budget
GENERAL FUND				
Revenues:	10,114,372	10,535,000	7,179,705	68.15%
Expenditures:	8,820,068	10,535,000	8,871,523	84.21%
Excess Revenues over (under) Expenditures	**1,294,304**	**-**	**(1,691,818)**	
AMERICAN RESCUE PLAN (ARP) ACT OF 2021				
Revenues:	-	2,883,302	2,883,650	100.01%
Expenditures:	-	2,883,302	-	0.00%
Excess Revenues over (under) Expenditures	**-**	**-**	**2,883,650**	
OPERATING GRANT FUND				
Revenues:	118,915	125,000	122,421	97.94%
Expenditures:	118,907	125,000	129,417	103.53%
Excess Revenues over (under) Expenditures	**8**	**-**	**(6,996)**	
PARKS & RECREATION FUND				
Revenues:	453,161	410,000	428,574	104.53%
Expenditures:	89,327	410,000	164,932	40.23%
Excess Revenues over (under) Expenditures	**363,834**	**-**	**263,642**	
HOTEL/MOTEL TAX FUND				
Revenues:	3,579	5,000	4,801	96.02%
Expenditures:	1,541	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	**2,038**	**-**	**506**	
URBAN REDEVELOPMENT AGENCY				
Revenues:	5,784,104	10,756,113	864,246	8.03%
Expenditures:	5,784,104	10,756,113	864,246	8.03%
Excess Revenues over (under) Expenditures	**-**	**-**	**-**	
SPLOST III FUND				
Revenues:	6,128	280,000	6,039	2.16%
Expenditures:	-	280,000	-	0.00%
Excess Revenues over (under) Expenditures	**6,128**	**-**	**6,039**	
SPLOST IV FUND				
Revenues:	2,348	67,800	6	0.01%
Expenditures:	-	67,800	-	0.00%

Budget Comparison Report - All Funds
92% of year lapsed

Unaudited

	2020 Year End Actuals	2021 Amended Budget	Year to Date	% 2021 Annual Budget
Excess Revenues over (under) Expenditures	**2,348**	**-**	**6**	
SPLOST V FUND				
Revenues:	2,425,417	4,000,000	2,752,873	68.82%
Expenditures:	1,663,596	4,000,000	1,191,899	29.80%
Excess Revenues over (under) Expenditures	**761,821**	**-**	**1,560,974**	
TOWN CENTER FUND				
Revenues:	5,923,464	7,846,945	1,093,391	13.93%
Expenditures:	6,235,613	7,846,945	1,040,710	13.26%
Excess Revenues over (under) Expenditures	**(312,149)**	**-**	**52,681**	
DEBT SERVICE FUND				
Revenues:	51,932	1,102,952	150,373	13.63%
Expenditures:	279,985	1,102,952	1,128,330	102.30%
Excess Revenues over (under) Expenditures	**(228,053)**	**-**	**(977,957)**	
STORMWATER UTILITY FUND				
Revenues:	871,402	376,500	157,197	41.75%
Expenses:	329,963	376,500	202,054	53.67%
Excess Revenues over (under) Expenses	**541,439**	**-**	**(44,856)**	
MUNICIPAL COURT FUND				
Revenues:	-	945,000	1,051,945	100.00%
Expenses:	-	945,000	968,193	100.00%
Excess Revenues over (under) Expenses	**-**	**-**	**83,752**	

Investments
As of November 30, 2021

Ameris Bank		
Downtown Development Authority - CD .75%		36,349
Subtotal Ameris Bank	**$**	**36,349**
Goldman Sachs Autocallable GS Momentum Builder		260,664
Certificate of Deposit - CD .75% Maturity Date - 09/21/2022		303,264
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021		251,880
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022		500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022		500,000
Certificate of Deposit - CD .20% Maturity Date - 12/12/2021		250,000
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022		250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022		75,000
Subtotal South State Investment Services	**$**	**2,390,808**
Total Investments	**$**	**2,427,157**

Cash
As of November 30, 2021

Ameris Bank

Downtown Development Authority - Checking		78,792
Subtotal Ameris Bank	**$**	**78,792**

South State Bank

General Fund		3,459,243
Main Street Board		59,285
American Rescue Plan (ARP) Act of 2021		2,883,650
Parks & Recreation Fund		742,490
Hotel Motel Tax Fund		9,065
Money Market Account		2,008,865
Municipal Court Fund		131,525
Operating Grant Fund		25,223
Police Forfeiture Account		6,029
Police Seized Asset Account		1,461
SPLOST III		286,145
SPLOST IV		69,070
SPLOST V		455,075
Town Center Fund		57,924
Debt Service Fund		614,685
Stormwater Utility Fund		120,620
Tree Replacement Fund		7,550
Subtotal South State Bank	**$**	**10,937,905**

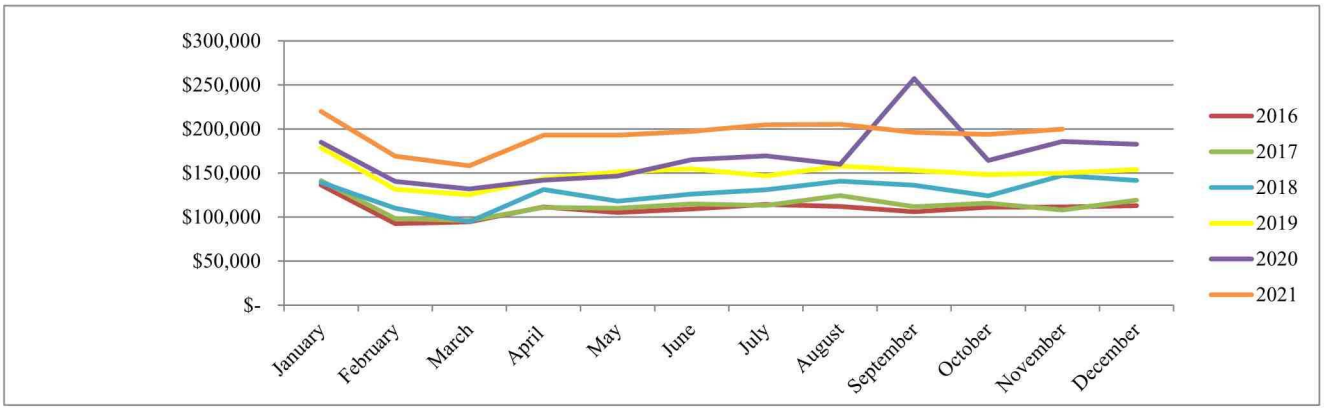
South State Investment Services

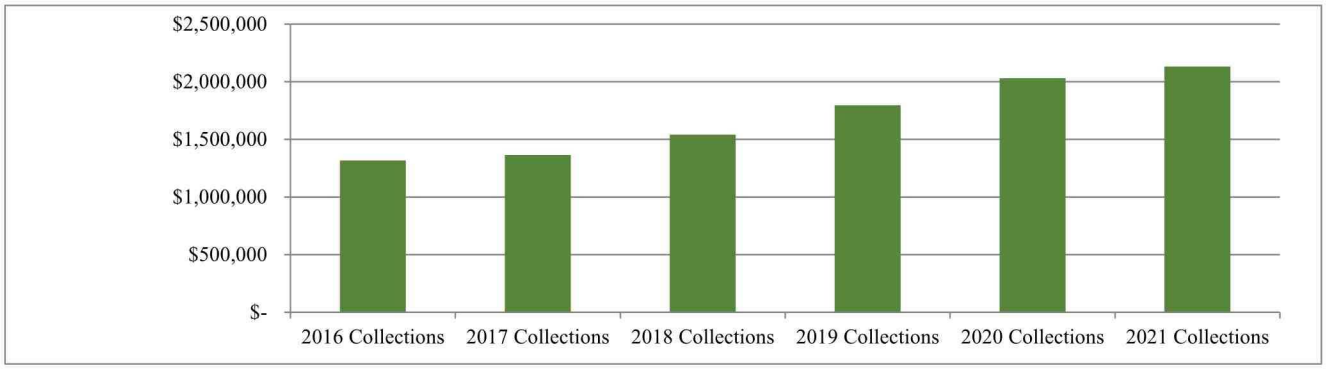
Budget Stabilization Cash Account		90
Subtotal South State Investment Services	**$**	**90**

Total Cash	**$**	**11,016,787**

Special Purpose Local Option Sales Tax Collections
As of November 30, 2021

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
January	$ 136,321	$ 141,344	$ 139,474	$ 178,754	$ 184,956	$ 219,927	18.91%
February	92,605	98,189	109,987	131,700	140,587	169,237	20.38%
March	94,455	96,130	94,765	125,375	131,947	158,258	19.94%
April	111,527	111,048	131,392	143,535	141,914	193,138	36.09%
May	105,169	110,063	117,981	151,269	146,483	193,137	31.85%
June	109,300	114,965	126,193	154,922	165,255	197,249	19.36%
July	114,305	113,172	131,005	146,946	169,488	204,832	20.85%
August	112,004	124,429	140,651	158,066	160,110	205,351	28.26%
September	106,169	111,901	136,184	153,139	257,264	196,323	-23.69%
October	111,138	115,857	124,067	148,285	164,463	193,776	17.82%
November	111,396	108,048	147,256	149,921	185,812	199,817	7.54%
December	112,996	119,270	141,583	153,903	182,579		
	$ 1,317,384	**$ 1,364,416**	**$ 1,540,538**	**$ 1,795,816**	**$ 2,030,858**	**$ 2,131,045**	





Downtown Development Authority
As of November 30, 2021

Revenues	November 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,650	-	0.00%
Interest Revenue	-	350	-	0.00%
TOTAL REVENUES	**$ -**	**$ 5,000**	**$ -**	**0.00%**
Expenditures				
Dues & Fees	-	500	290	58.00%
Training	50	250	500	200.00%
General Supplies & Materials	-	-	69	100%
Water & Sewer	3,949	-	3,949	100%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
TOTAL EXPENDITURES	**$ 3,999**	**$ 5,000**	**$ 4,808**	**96.16%**

GENERAL FUND REVENUE DETAIL
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Real Property Tax	941,501	4,800,000	1,545,152	32.19%
Real Property Tax - Public Utility	27,604	60,000	35,974	59.96%
Personal Property Tax	38,284	160,000	60,595	37.87%
Motor Vehicle Tax	2,490	27,000	30,175	111.76%
Motor Vehicle Title Ad Valorem Tax	71,655	610,000	676,005	110.82%
Apportioned Vehicles (AAVT)	-	3,000	3,195	106.48%
Mobile Home Tax	-	150	166	110.45%
Intangible Tax	7,449	100,000	103,621	103.62%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	817	12,000	12,369	103.07%
Franchise Tax - Electric	-	475,000	478,702	100.78%
Franchise Tax - Gas	-	65,000	67,635	104.05%
Franchise Tax - Cable	12,474	200,000	234,600	117.30%
Franchise Tax - Telephone	1,423	6,500	5,864	90.22%
Business & Occupational Tax	22,995	125,000	94,314	75.45%
Insurance Premium Tax	-	772,000	772,761	100.10%
Financial Institutions Tax	-	1,500	1,516	101.07%
Penalties & Interest	2,869	7,000	11,306	161.52%
FiFa Fees	285	1,750	2,058	117.59%
Total Taxes	**1,129,845**	**7,426,650**	**4,136,009**	**55.69%**
Alcoholic Beverage Licenses	41,600	70,000	44,100	63.00%
Alcohol Pouring Permit	320	3,000	3,400	113.33%
Zoning and Land Use Permits	500	7,500	7,458	99.44%
Planning and Development Fees	-	15,000	13,930	92.87%
Sign Permit Fees	-	1,500	1,614	107.60%
Special Event Permits	-	200	200	100.00%
Personal Transportation Veh Permit	-	50	20	40.00%
Other Licenses and Permits	6,900	4,000	10,810	270.25%
Building Permit Revenue	48,577	1,570,000	1,528,134	97.33%
Certificate of Occupancy Fees	8,500	240,000	249,000	103.75%
Building Permit - Reinspection Fees	7,600	25,000	33,525	134.10%
Building Permit-Sub Fee	4,515	90,000	92,542	102.82%
Occupational Tax Late Fees	46	1,500	1,541	102.74%
Plan Review Fees	3,081	255,000	256,445	100.57%
Total Licenses and Permits	**121,639**	**2,282,750**	**2,242,718**	**98.25%**
Municipal Court Fines	36,377	600,000	584,654	97.44%
Court Costs	577	13,000	13,746	105.74%
Tree Recompense Revenue	4,000	-	4,000	100%
Other Fines & Forfeitures-Code	8,050	45,000	55,679	123.73%
Total Fines and Forfeitures	**49,003**	**658,000**	**658,079**	**100.01%**
Grant Revenue	-	43,200	8,248	19.09%
Probation Fees	1,819	20,000	20,478	102.39%
Printing and Duplicating Service Fees	176	150	345	229.72%
Election and Qualifying Fees	-	150	180	120.00%
Accident/Incident Reports	290	1,800	2,190	121.67%
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	20	700	710	101.43%
Bad Check Fees	-	100	100	100.00%
Miscellaneous Revenue	3,584	4,700	8,547	181.85%
Rents and Royalties	12 3,935	45,000	46,730	103.84%

GENERAL FUND REVENUE DETAIL
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Reimbursement for Damaged Property	-	8,800	8,817	100.20%
Total Miscellaneous Income	**9,824**	**143,100**	**114,845**	**80.26%**
Interest Revenue	534	10,000	11,423	114.23%
Unrealized Gain or Loss on Investments	(1,938)	500	-	0.00%
Total Investment Income	**(1,404)**	**10,500**	**11,423**	**108.80%**
Proceeds from Sale of Assets	-	14,000	16,610	118.64%
Donations from Private Sources	-	-	20	100%
Total Other Financing Sources	**-**	**14,000**	**16,630**	**118.79%**
TOTAL GENERAL FUND REVENUES	**$ 1,308,908**	**$ 10,535,000**	**$ 7,179,705**	**68.15%**

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	37,000	88.10%
Employee Benefits-Medical	8,014	88,048	64,813	73.61%
Employee Benefits-Dental	166	4,095	2,428	59.30%
Employee Benefits-ADD Life	86	882	821	93.06%
FICA	159	2,604	1,498	57.52%
Medicare	37	609	350	57.52%
Employee Benefits-Retirement	310	4,470	3,415	76.40%
Unemployment	10	160	141	88.28%
Workers Comp Insurance	-	108	87	80.62%
Total Salaries and Benefits	12,282	142,976	110,553	77.32%
Communications	43	1,500	593	39.52%
Travel	-	1,200	1,200	99.98%
Dues and Fees	1	750	473	63.04%
Education and Training	-	3,000	1,220	40.67%
Other Expenditures	-	1,500	1,024	68.26%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	500	300	60.00%
Total Operations	44	8,700	4,809	55.28%
City Manager				
Salaries & Wages	11,538	150,000	132,457	88.30%
Employee Benefits-Medical	702	8,572	8,674	101.20%
Employee Benefits-Dental	70	1,120	898	80.14%
Employee Benefits-ADD Life	12	147	147	100.00%
Employee Benefits-Disability	84	1,008	1,008	100.00%
FICA	713	8,854	8,188	92.48%
Medicare	167	2,175	1,915	88.05%
Employee Benefits-Retirement	1,109	15,964	12,196	76.40%
Unemployment	-	50	38	76.00%
Workers' Comp. Insurance	-	648	522	80.62%
Total Salaries and Benefits	14,396	188,538	166,044	88.07%
Communications	40	1,200	606	50.51%
Travel	-	-	10	100%
Dues and Fees	-	1,500	1,016	67.76%
Education and Training	-	1,750	1,521	86.93%
Other Expenditures	-	1,000	517	51.66%
General Supplies and Materials	-	250	-	0.00%
Total Operations	40	5,700	3,670	64.39%
City Clerk				
Salaries & Wages	11,245	146,175	128,671	88.03%
Employee Benefits-Medical	2,025	26,572	24,299	91.44%
Employee Benefits-Dental	99	1,488	1,190	79.96%
Employee Benefits-ADD Life	25	294	294	100.00%
Employee Benefits-Disability	92	1,101	1,101	100.03%
FICA	670	9,063	7,660	84.52%
Medicare	157	2,120	1,792	84.50%
Employee Benefits-Retirement	1,080	15,559	11,885	76.39%
Unemployment	-	100	82	81.55%
Workers' Comp. Insurance	-	374	302	80.62%
Total Salaries and Benefits	15,393	202,846	177,275	87.39%
Professional Services	-	10,000	-	0.00%
Communications	47	1,200	613	51.06%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Advertising	-	250	-	0.00%
Travel	-	2,500	1,981	79.25%
Dues and Fees	55	7,500	6,836	91.15%
Education and Training	-	1,000	579	57.91%
Other Expenditures	-	750	130	17.36%
General Supplies and Materials	80	500	441	88.19%
General Supplies - Postage	39	100	98	98.23%
Small Equipment	-	250	-	0.00%
Software	318	4,000	318	7.95%
Total Operations	539	28,050	10,997	39.20%
Advertising	-	375	374	99.84%
Total Operations	**-**	**375**	**374**	**100.00%**
Contingency				
Contingency	-	105,350	-	0.00%
Total Operations	**-**	**105,350**	**-**	**0.00%**
Financial Administration				
Salaries & Wages	12,804	166,825	147,252	88.27%
Employee Benefits-Medical	4,420	60,860	53,023	87.12%
Employee Benefits-Dental	99	1,488	1,190	79.96%
Employee Benefits-ADD Life	37	441	441	100.00%
Employee Benefits-Disability	113	1,356	1,356	100.02%
FICA	730	10,343	8,396	81.18%
Medicare	171	2,419	1,964	81.17%
Employee Benefits-Retirement	1,233	17,757	13,564	76.39%
Unemployment	-	150	114	76.00%
Workers' Comp. Insurance	-	427	344	80.62%
Total Salaries and Benefits	19,607	262,066	227,644	86.87%
Professional Services - Audit	-	35,000	34,360	98.17%
Advertising/Promotions	-	2,000	1,232	61.62%
Printing and Binding	-	2,000	1,609	80.44%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	140	15,000	13,244	88.29%
Education and Training	50	2,500	748	29.92%
Other Expenditures	-	250	168	67.02%
General Supplies and Materials	881	1,500	1,840	122.66%
General Supplies-Postage	558	7,500	6,342	84.56%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	2,381	250	2,558	1023.03%
Total Operations	4,009	66,300	62,100	93.67%
Licensing				
General Supplies - Postage	527	750	527	70.29%
Total Operations	527	750	527	70.29%
Legal				
Professional Services - Legal	1,221	45,000	12,769	28.38%
Total Operations	1,221	45,000	12,769	28.38%
Salaries & Wages	4,268	55,488	49,094	88.48%
Employee Benefits-Medical	1,147	16,715	13,762	82.34%
Employee Benefits-Dental	70	1,120	839	74.93%
Employee Benefits-ADD Life	12	147	147	100.00%
Employee Benefits-Disability	38	453	453	99.89%
FICA	228	3,440	2,626	76.35%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Medicare	53	805	614	76.30%
Employee Benefits-Retirement	410	5,906	4,512	76.39%
Unemployment	-	50	38	76.00%
Workers' Comp. Insurance	-	142	114	80.63%
Total Salaries and Benefits	6,227	84,266	72,200	85.68%
Communications	43	1,200	516	42.97%
Dues and Fees	103	3,500	669	19.12%
Other Expenditures	-	250	172	68.98%
General Supplies and Materials	-	1,500	283	18.87%
Small Equipment	-	3,000	972	32.41%
Software	631	125,000	118,073	94.46%
Total Operations	777	134,450	120,685	89.76%
Risk Management				
Professional Services	-	10,000	4,000	40.00%
Liability Insurance	-	150,000	142,738	95.16%
Total Operations	-	160,000	146,738	91.71%
General Government Building				
Salaries & Wages	3,988	56,816	43,524	76.61%
Employee Benefits-Medical	702	8,572	8,424	98.28%
Employee Benefits-Dental	29	368	351	95.28%
Employee Benefits-ADD Life	12	147	147	100.00%
Employee Benefits-Disability	26	315	315	99.85%
FICA	245	3,523	2,674	75.91%
Medicare	57	824	625	75.90%
Employee Benefits-Retirement	420	5,054	4,620	91.41%
Unemployment	3	75	66	87.93%
Workers' Comp. Insurance	-	5,822	4,694	80.62%
Total Salaries and Benefits	5,483	81,516	65,440	80.28%
Professional Services	-	250	195	78.00%
Disposal - Garbage	29	500	299	59.71%
Pest Control	45	1,500	770	51.33%
Repairs and Maintenance	(978)	30,000	9,732	32.44%
Repairs and Maintenance - Vehicles	-	2,500	348	13.92%
Rental of Equipment	812	5,000	5,004	100.08%
Communications	2,855	15,000	11,856	79.04%
Dues and Fees	-	1,000	825	82.50%
Other Expenditures	-	5,000	3,595	71.91%
General Supplies and Materials	136	10,000	5,457	54.57%
Water and Sewer	1,529	2,500	2,416	96.63%
Natural Gas	-	2,500	1,406	56.24%
Electricity	1,124	15,000	12,309	82.06%
Gasoline and Diesel	220	2,500	2,014	80.58%
Small Equipment	-	2,500	2,239	89.56%
Software	59	1,500	591	39.42%
Capital Outlay - Sites	-	196,071	196,071	100.00%
Total Operations & Capital	5,830	293,321	255,128	86.98%
TOTAL GENERAL GOVERNMENT	**$ 86,375**	**$ 1,810,204**	**$ 1,436,956**	**79.38%**
Municipal Court				
Salaries & Wages	11,063	146,179	127,889	87.49%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	3,802	43,287	45,611	105.37%
Employee Benefits-Dental	210	2,607	2,517	96.57%
Employee Benefits-ADD Life	37	441	441	100.00%
Employee Benefits-Disability	90	1,086	1,086	99.99%
FICA	639	9,125	7,375	80.82%
Medicare	149	2,134	1,725	80.82%
Employee Benefits-Retirement	1,088	14,282	11,967	83.79%
Unemployment	1	150	144	95.89%
Workers' Compensation	-	377	304	80.62%
Total Salaries and Benefits	17,079	220,668	199,059	90.21%
Professional Services - Public Defender	-	11,350	7,408	65.26%
Professional Services - Solicitor/Judge	3,556	97,500	74,146	76.05%
Rental of Equipment	114	1,750	1,484	84.81%
Communications	38	750	475	63.37%
Advertising	-	50	-	0.00%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	100	650	688	105.78%
Education and Training	-	675	60	8.89%
Other Expenditures	17	250	136	54.30%
General Supplies and Materials	17	2,500	2,292	91.68%
General Supplies and Materials Postage	59	750	601	80.13%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	199	4,500	3,072	68.26%
Small Equipment	-	1,500	1,280	85.33%
Software	-	25,000	17,831	71.32%
Other Supplies - Uniforms	-	250	216	86.54%
Intergovernmental - Inmate Housing	595	5,000	5,110	102.20%
Total Operations	4,694	153,275	114,799	74.90%
TOTAL JUDICIAL	**$ 21,774**	**$ 373,943**	**$ 313,858**	**83.93%**
Police Administration				
Salaries & Wages	26,421	409,214	363,072	88.72%
Salaries & Wages-Overtime	-	6,000	788	13.13%
Employee Benefits-Medical	6,275	87,432	75,536	86.39%
Employee Benefits-Dental	350	5,966	4,240	71.06%
Employee Benefits-ADD Life	55	882	723	81.95%
Employee Benefits-Disability	194	3,225	2,710	84.02%
FICA	1,548	25,677	21,579	84.04%
Medicare	362	5,992	5,047	84.23%
Employee Benefits-Retirement	3,054	43,983	33,598	76.39%
Unemployment	-	300	266	88.67%
Workers' Compensation	-	16,840	16,346	97.07%
Total Salaries and Benefits	38,259	605,511	523,904	86.52%
Professional Services	375	2,000	1,975	98.75%
Repair & Maintenance-Vehicle	-	5,000	3,756	75.11%
Rental of Equipment	352	5,000	4,244	84.89%
Communications	165	6,000	2,700	45.00%
Advertising	-	1,000	803	80.31%
Printing and Binding	-	500	357	71.40%
Travel	-	4,000	2,864	71.59%
Dues and Fees	-	4,000	2,147	53.67%
Education and Training	300	3,000	2,569	85.63%
Other Expenditures	-	2,000	1,699	84.94%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
General Supplies and Materials	62	4,500	343	7.63%
General Supplies - Postage	50	400	146	36.62%
Gasoline/Diesel	567	10,000	8,018	80.18%
Small Equipment	-	1,000	792	79.17%
Software	18	2,600	196	7.54%
Other Supplies - Uniforms	737	3,000	2,831	94.37%
Total Operations and Capital	2,627	54,000	35,440	65.63%
Criminal Investigation Division				
Salaries & Wages	18,030	242,392	220,523	90.98%
Salaries & Wages-Overtime	-	6,000	1,680	27.99%
Employee Benefits-Medical	3,885	51,859	46,596	89.85%
Employee Benefits-Dental	198	2,224	2,380	107.00%
Employee Benefits-ADD Life	49	588	600	102.08%
Employee Benefits-Disability	146	1,754	1,780	101.50%
FICA	1,063	15,210	13,159	86.52%
Medicare	249	3,544	3,078	86.84%
Employee Benefits-Retirement	1,806	26,013	19,871	76.39%
Unemployment	-	200	150	75.12%
Workers' Compensation	-	11,066	8,922	80.62%
Total Salaries and Benefits	25,426	360,850	318,739	88.33%
Repair & Maintenance-Vehicle	125	5,000	3,083	61.65%
Communications	179	4,000	2,295	57.38%
Printing and Binding	-	150	112	74.67%
Travel	-	1,000	550	54.96%
Dues and Fees	157	1,000	920	92.03%
Education and Training	300	2,500	1,235	49.40%
Other Expenditures	-	200	40	20.00%
General Supplies and Materials	-	1,000	649	64.85%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	369	6,000	3,501	58.35%
Small Equipment	-	1,500	953	63.52%
Software	200	7,000	4,756	67.94%
Other Supplies - Uniforms	101	1,000	709	70.90%
Total Operations and Capital	1,432	30,400	18,802	61.85%
Vice				
Salaries & Wages	3,971	51,476	45,486	88.36%
Salaries & Wages-Overtime	554	8,500	7,595	89.35%
Employee Benefits-Medical	706	8,572	8,463	98.73%
Employee Benefits-Dental	29	368	351	95.28%
Employee Benefits-ADD Life	12	147	147	100.00%
Employee Benefits-Disability	31	364	374	102.82%
FICA	274	3,269	3,210	98.19%
Medicare	64	761	751	98.65%
Employee Benefits-Retirement	388	5,586	4,267	76.38%
Unemployment	-	50	38	76.00%
Workers' Compensation	-	2,376	1,916	80.62%
Total Salaries and Benefits	6,029	81,469	72,597	89.11%
Repairs & Maintenance Vehicles	-	2,000	936	46.78%
Communications	-	600	-	0.00%
Dues and Fees	-	100	74	73.99%
Gasoline	454	3,500	3,106	88.76%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Total Operations and Capital	454	6,200	4,116	66.39%
Patrol				
Salaries & Wages	95,046	1,334,737	1,075,542	80.58%
Salaries & Wages-Overtime	4,638	50,000	49,040	98.08%
Employee Benefits-Medical	24,812	475,744	320,423	67.35%
Employee Benefits-Dental	1,102	21,977	14,269	64.93%
Employee Benefits-ADD Life	257	3,822	3,283	85.89%
Employee Benefits-Disability	677	9,320	8,667	93.00%
FICA	5,857	84,962	65,605	77.22%
Medicare	1,370	19,789	15,343	77.53%
Employee Benefits-Retirement	10,088	144,047	110,965	77.03%
Unemployment	55	1,200	1,061	88.44%
Workers' Compensation	-	61,795	50,080	81.04%
Total Salaries and Benefits	143,903	2,207,393	1,714,278	77.66%
Professional Services	-	5,500	3,547	64.48%
Repair & Maintenance	-	3,000	1,059	35.30%
Repair & Maintenance-Vehicle	3,926	70,000	60,177	85.97%
Communications	1,484	22,000	21,409	97.32%
Printing and Binding	-	500	446	89.20%
Travel	-	5,000	3,067	61.34%
Dues and Fees	-	2,500	2,176	87.03%
Education & Training	-	12,000	3,527	29.39%
Contract Labor	-	1,000	-	0.00%
Other Expenditures	61	5,500	3,469	63.07%
General Supplies and Materials	122	4,000	3,682	92.04%
Gasoline and Diesel	9,467	100,000	88,301	88.30%
Small Equipment	291	18,000	4,585	25.47%
Software	-	18,000	16,686	92.70%
Other Supplies - Uniforms	1,047	35,000	14,354	41.01%
Payment to Other Agencies	-	7,500	6,975	92.99%
Total Operations and Capital	16,398	309,500	233,458	75.43%
Police Training				
Salaries & Wages	4,125	57,948	47,528	82.02%
Salaries & Wages-Overtime	-	2,000	239	11.95%
Employee Benefits-Medical	1,235	13,500	11,115	82.34%
Employee Benefits-Dental	70	800	629	78.67%
Employee Benefits-ADD Life	12	147	147	100.00%
Employee Benefits-Disability	33	405	401	98.92%
FICA	244	3,670	2,847	77.57%
Medicare	57	855	666	77.87%
Employee Benefits-Retirement	436	6,274	4,793	76.40%
Unemployment	-	50	32	63.46%
Workers' Compensation	-	2,669	2,152	80.62%
Total Salaries and Benefits	6,212	88,318	70,549	79.88%
Repair & Maintenance-Vehicle	22	2,000	308	15.38%
Communications	-	1,200	58	4.82%
Travel	-	2,000	834	41.68%
Dues and Fees	-	75	53	70.65%
Education and Training	375	3,000	875	29.17%
General Supplies and Materials	-	2,000	307	15.35%
Weapons Supplies & Ammunition	79	25,000	23,022	92.09%
Gasoline and Diesel	103	2,000	1,214	60.68%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Small Equipment	-	10,000	252	2.52%
Other Supplies - Uniforms	84	500	478	95.60%
Intergovernmental	-	5,000	-	0.00%
Total Operations and Capital	664	52,775	27,400	51.92%
Police Stations and Buildings				
Professional Services	-	250	195	78.00%
Disposal-Garbage/Recycle	87	1,500	896	59.71%
Pest Control	45	1,000	770	77.00%
Repairs and Maintenance	-	12,345	9,321	75.50%
Communications	2,815	15,000	11,297	75.31%
General Supplies and Materials	21	5,000	2,114	42.27%
Water/Sewer	427	7,000	4,484	64.06%
Electricity	932	15,000	10,150	67.67%
Small Equipment	-	2,500	1,142	45.67%
Software	104	3,500	1,047	29.91%
Capital Outlay - Buildings	-	12,500	12,500	100.00%
Total Operations	4,430	75,595	53,914	71.32%
Probation				
Salaries & Wages	3,959	50,275	44,951	89.41%
Employee Benefits-Medical	706	8,572	8,463	98.73%
Employee Benefits-Dental	29	368	351	95.28%
Employee Benefits-ADD Life	12	147	147	100.00%
Employee Benefits-Disability	33	393	402	102.26%
FICA	243	3,055	2,761	90.39%
Medicare	57	714	646	90.45%
Employee Benefits-Retirement	364	5,245	4,007	76.39%
Unemployment	-	50	38	76.00%
Workers' Compensation	-	2,231	1,799	80.62%
Total Salaries and Benefits	5,404	71,050	63,563	89.46%
Communications	46	1,200	566	47.13%
Travel	-	250	-	0.00%
Dues and Fees	45	300	175	58.27%
Education and Training	-	200	103	51.65%
General Supplies and Materials	-	300	20	6.53%
Gasoline & Diesel	-	2,000	-	0.00%
Small Equipment	-	500	-	0.00%
Software	250	3,000	2,750	91.67%
Other Supplies - Uniforms	-	1,000	15	1.50%
Total Operations and Capital	341	8,750	3,628	41.47%
Fire Services				
Intergovernmental-Fire Services	-	2,377,168	2,335,380	98.24%
Total Fire Services	-	2,377,168	2,335,380	98.24%
TOTAL PUBLIC SAFETY	**$ 251,579**	**$ 6,328,979**	**$ 5,475,768**	**86.52%**
Highways and Streets				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	95	1,500	945	63.03%
Lawn Care	-	1,200	215	17.94%
Pest Control	-	750	(45)	-6.00%
Repairs & Maintenance	5,048	56,202	50,644	90.11%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Repairs & Maintenance-Vehicles	227	10,000	5,204	52.04%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	35,545	426,540	355,450	83.33%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	1,000	524	52.36%
Electricity	106	4,500	931	20.70%
Gasoline/Diesel	341	5,000	3,723	74.45%
Small Equipment	-	2,500	(5)	-0.22%
Total Operations	41,361	513,942	417,586	81.25%
Street Lights				
Repairs & Maintenance	-	4,500	3,347	74.37%
Electricity-Street Lights	9,994	120,000	103,110	85.93%
Total Street Lights	9,994	124,500	106,457	85.51%
Traffic Lights				
Repairs & Maintenance	-	50,000	46,232	92.46%
Electricity-Traffic Lights	164	3,500	1,760	50.29%
Total Traffic Lights	164	53,500	47,992	89.71%
TOTAL PUBLIC WORKS	**$ 51,519**	**$ 691,942**	**$ 572,035**	**82.67%**
Tree Commission				
Repairs & Maintenance	-	22,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	233	46.67%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	555	73.94%
Books and Periodicals	-	500	-	0.00%
Total Operations	-	25,500	788	3.09%
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	**$ -**	**$ 29,500**	**$ 4,788**	16.23%
Building Inspections				
Salaries & Wages	15,727	202,617	180,562	89.11%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	1,409	44,573	17,482	39.22%
Employee Benefits-Dental	158	2,224	1,920	86.34%
Employee Benefits-ADD Life	36	588	446	75.83%
Employee Benefits-Disability	139	1,664	1,697	101.96%
FICA	971	12,593	11,147	88.51%
Medicare	227	2,945	2,607	88.52%
Employee Benefits-Retirement	1,501	21,620	16,515	76.39%
Unemployment	-	200	152	76.00%
Workers' Compensation	-	3,472	3,353	96.58%
Total Salaries and Benefits	20,168	292,996	235,880	80.51%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Professional Services-Engineering	-	75,000	-	0.00%
Professional Services-Legal	-	6,000	-	0.00%
Repairs & Maintenance - Vehicles	731	2,500	3,000	119.99%
Communications	241	5,000	3,159	63.19%
Advertising -Promotions	-	2,500	550	22.00%
Printing & Binding	-	100	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	-	3,500	777	22.20%
Education and Training	-	1,000	90	9.00%
Contract Labor	-	30,000	17,400	58.00%
Other Expenditures	-	500	153	30.68%
General Supplies and Materials	90	500	335	66.95%
General Supplies - Postage	-	400	275	68.70%
Gasoline/Diesel	331	4,000	2,891	72.29%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	500	367	73.40%
Other Supplies - Uniforms	-	1,000	732	73.17%
Total Operations	1,393	132,850	29,729	22.38%
Planning and Zoning				
Salaries & Wages	12,459	118,932	108,879	91.55%
Employee Benefits-Medical	2,617	27,866	24,420	87.63%
Employee Benefits-Dental	97	1,120	878	78.39%
Employee Benefits-ADD Life	37	350	321	91.79%
Employee Benefits-Disability	111	970	1,035	106.75%
FICA	733	7,374	6,295	85.37%
Medicare	171	1,725	1,471	85.30%
Employee Benefits-Retirement	807	12,659	8,875	70.11%
Unemployment	11	125	105	83.90%
Workers' Compensation	(237)	4,717	1,196	25.35%
Total Salaries and Benefits	16,807	175,838	153,476	87.28%
Professional Services	-	500	-	0.00%
Professional Services-Engineering	11,142	75,000	81,768	109.02%
Professional Services-Legal	193	8,000	4,361	54.51%
Communications	38	1,200	584	48.67%
Advertising	87	20,000	10,398	51.99%
Printing & Binding	-	750	400	53.30%
Travel	-	500	-	0.00%
Dues and Fees	-	4,000	1,829	45.73%
Education and Training	-	500	-	0.00%
Planning & Zoning Meeting Fees	-	3,000	1,519	50.63%
Other Expenditures	-	750	472	62.89%
General Supplies and Materials	18	500	116	23.10%
General Supplies - Postage	7	75	34	45.00%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	750	349	46.53%
Total Operations	11,485	115,575	101,829	88.11%
Economic Development				
Salaries & Wages	847	10,609	9,689	91.33%
FICA	50	658	572	86.85%
Medicare	12	154	134	86.80%
Employee Benefits - Retirement	78	1,129	863	76.41%
Workers Comp Insurance	-	46	37	80.63%
Total Salaries & Benefits	987	12,596	11,294	89.67%
Main Street Program				
Salaries and Wages	3,951	52,189	45,499	87.18%

General Fund Expenditures
As of November 30, 2021

	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	14,892	89.09%
Employee Benefits - Dental	70	368	839	228.03%
Employee Benefits - Add Life	12	147	147	100.00%
Employee Benefits - Disability	50	598	598	100.07%
FICA	233	3,298	2,684	81.38%
Medicare	55	771	628	81.40%
Employee Benefits - Retirement	393	5,661	4,325	76.40%
Unemployment	-	50	32	64.90%
Workers Comp Insurance	-	230	185	80.62%
Total Salaries and Benefits	6,005	81,027	69,830	86.18%
Communications	40	1,200	560	46.64%
Travel	-	600	-	0.00%
Dues and Fees	-	1,500	1,180	78.66%
Education and Training	-	750	750	99.93%
Contract Labor	300	5,000	300	6.00%
Supplies - Special Events	-	15,000	292	1.94%
Payments to Other Agencies	-	2,500	-	0.00%
Total Operations	340	26,550	3,081	11.60%
Intergovernmental				
Intergovernmental - COED	-	13,000	13,000	100.00%
Total Intergovernmental	-	13,000	13,000	100.00%
TOTAL HOUSING AND DEVELOPMENT	**$ 57,184**	**$ 850,432**	**$ 618,118**	**72.68%**
Transfer to Other Funds	250,000	450,000	450,000	100.00%
TOTAL OTHER FINANCING USES	**$ 250,000**	**$ 450,000**	**$ 450,000**	**100.00%**
TOTAL GENERAL FUND EXPENDITURES	**$ 718,431**	**$ 10,535,000**	**$ 8,871,523**	**84.21%**

American Rescue Plan (ARP) Act of 2021
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
American Rescue Plan (ARP) Act of 2021	-	2,883,302	2,883,302	100.00%
Interest Revenue	125	-	348	100%
TOTAL REVENUES	**$ 125**	**$ 2,883,302**	**$ 2,883,650**	**100.00%**
EXPENDITURES:				
Capital Outlay - Infrastructure	-	2,883,302	-	0.00%
TOTAL EXPENDITURES	**$ -**	**$ 2,883,302**	**$ -**	**0.00%**

Operating Grant Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	-	124,990	122,418	97.94%
Interest Revenue	-	10	3	28.40%
TOTAL REVENUES	**$ -**	**$ 125,000**	**$ 122,421**	**97.94%**
EXPENDITURES:				
Payments to Other Agencies-FOCUS	11,914	125,000	129,417	103.53%
TOTAL EXPENDITURES	**$ 11,914**	**$ 125,000**	**$ 129,417**	**103.53%**

Parks & Recreation Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	22,966	250,000	254,697	101.88%
Alcoholic Bev Excise Tax Distilled Spirit	10,410	91,450	102,308	111.87%
Local Option Mixed Drink Tax	5,202	50,000	53,493	106.99%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	-	150	119	79.33%
Rents and Royalties	214	18,000	17,957	99.76%
Prior Year Fund Balance	-	250	0	0.00%
TOTAL REVENUES	**$ 38,792**	**$ 410,000**	**$ 428,574**	**104.53%**
EXPENDITURES:				
Disposal - Garbage Depot	51	750	514	68.52%
Pest Control - Depot	45	750	580	77.33%
Repairs & Maintenance - Depot	-	20,000	6,271	31.35%
Communications	504	2,000	2,135	106.75%
General Supplies - Depot	-	2,000	1,132	56.60%
Water/Sewer - Depot	11	500	110	21.93%
Natural Gas - Depot	209	2,000	1,584	79.18%
Electricity - Depot	97	5,000	2,117	42.35%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	51	750	514	68.52%
Lawn Care	1,121	9,000	6,156	68.40%
Pest Control - Parks	45	750	495	66.00%
Repairs & Maintenance - Parks	860	52,500	47,478	90.43%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	-	500	367	73.40%
Contract Labor	5,100	50,000	41,088	82.18%
General Supplies and Materials - Parks	453	1,000	881	88.12%
Water/Sewer - Parks	2,100	6,000	6,884	114.74%
Electricity - Parks	331	3,500	2,582	73.77%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	22,816	50,000	44,044	88.09%
			-	
TOTAL EXPENDITURES	**$ 33,796**	**$ 410,000**	**$ 164,932**	**40.23%**

Hotel/Motel Tax Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	438	4,995	4,800	96.10%
Interest Revenue	-	5	1	11.20%
TOTAL REVENUES	**$ 438**	**$ 5,000**	**$ 4,801**	**96.02%**
EXPENDITURES:				
Advertising/Promotions	-	5,000	4,295	85.90%
TOTAL EXPENDITURES	**$ -**	**$ 5,000**	**$ 4,295**	**85.90%**

Urban Redevelopment Agency
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Proceeds from General Long-term D	264,191	10,756,113	864,246	8.03%
TOTAL REVENUES	**$ 264,191**	**$ 10,756,113**	**$ 864,246**	**8.03%**
EXPENDITURES:				
Issuance Costs	(127)	71,000	70,873	99.82%
Transfer to Town Center Fund	264,318	10,685,113	793,374	7.43%
TOTAL EXPENDITURES	**$ 264,191**	**$ 10,756,113**	**$ 864,246**	**8.03%**

SPLOST III Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Special Assessments - Crestmont	-	5,964	5,964	100.00%
Prior Year Fund Balance	-	273,936	-	0.00%
Interest Revenue	-	100	75	74.52%
TOTAL REVENUES	**$ -**	**$ 280,000**	**$ 6,039**	**2.16%**
EXPENDITURES:				
Capital Outlay-Infrastructure	-	280,000	-	0.00%
TOTAL EXPENDITURES	**$ -**	**$ 280,000**	**$ -**	**0.00%**

SPLOST IV Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Special Assessments	-	1,050	-	0.00%
Interest Revenue	-	45	6	13.60%
Prior Year Fund Balance	-	66,705	-	0.00%
TOTAL REVENUES	**$ -**	**$ 67,800**	**$ 6**	**0.01%**
EXPENDITURES:				
Capital Outlay-Infrastructure	-	67,800	-	0.00%
TOTAL EXPENDITURES	**$ -**	**$ 67,800**	**$ -**	**0.00%**

SPLOST V Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	199,817	2,250,000	2,131,045	94.71%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,237,720	188,124	15.20%
Assessments - Roads	-	360,000	363,618	101.00%
Interest Revenue	-	250	87	34.64%
Prior Year Fund Balance	-	10,000	10,000	100.00%
Proceeds from SRTA Loan	-	-	60,000	100%
TOTAL REVENUES	**$ 199,817**	**$ 4,000,000**	**$ 2,752,873**	**68.82%**
EXPENDITURES:				
Capital Outlay-Buildings	0	1000	800	80.00%
Capital Outlay-Public Safety Equipment	-	250,000	239,290	95.72%
Capital Outlay-Police Cars	-	205,000	202,158	98.61%
Capital Outlay-Sites	-	100	26	26.00%
Capital Outlay-LMIG	-	586,288	289,750	49.42%
Capital Outlay-Industrial Connector	10,500	30,000	40,000	133.33%
Capital Outlay-HS Pkwy Phase II	7,685	1,400,612	187,307	13.37%
Capital Outlay-HS Pkwy Phase III	-	60,000	12,874	21.46%
Capital Outlay-Equipment	-	19,000	18,996	99.98%
Issuance Costs	-	60,000	60,000	100.00%
Holly Street	-	100,000	47,739	47.74%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	900,000	-	0.00%
Capital Outlay - Palm Street Sidewalk	-	1,500	1,151	76.77%
Capital Outlay - Fox Creek/Turner Village	6,358	201,500	7,558	3.75%
Capital Outlay - Cagle Park	-	85,000	84,250	99.12%
TOTAL EXPENDITURES	**$ 24,543**	**$ 4,000,000**	**$ 1,191,899**	**29.80%**

Town Center Fund
As of November 30, 2021

Revenues	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Interest Revenue	-	50	17	34.62%
Prior Year Fund Balance	-	168,839	-	0.00%
Transfer from General Fund	-	300,000	-	0.00%
Transfer from URA	364,318	7,378,056	1,093,374	14.82%
TOTAL REVENUES	**$ 364,318**	**$ 7,846,945**	**$ 1,093,391**	**13.93%**
Expenditures				
Professional Services	-	167,692	7,680	4.58%
Capital Outlay - Sites	-	250	201	80.40%
Capital Outlay - Site Improvements	293,990	7,602,503	963,528	12.67%
Capital Outlay - Buildings	-	75,000	68,250	91.00%
Capital Outlay - TCP Road Network	-	1,500	1,051	70.08%
TOTAL EXPENDITURES	**$ 293,990**	**$ 7,846,945**	**$ 1,040,710**	**13.26%**

Debt Service Fund
As of November 30, 2021

Revenues	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Interest	-	500	373	74.69%
Prior Year Fund Balance	-	952,452	-	0.00%
Transfer from General Fund	150,000	150,000	150,000	100.00%
TOTAL REVENUES	**$ 150,000**	**$ 1,102,952**	**$ 150,373**	**13.63%**
Expenditures				
Debt Service - Bond Principal HSPRA	-	318,481	314,798	98.84%
Debt Service - Bond Interest HSPRA	-	40,254	43,937	109.15%
Debt Service - Bond Principal URA	-	555,556	555,556	100.00%
Debt Service - Bond Interest URA	32,538	188,661	214,039	113.45%
TOTAL EXPENDITURES	**$ 32,538**	**$ 1,102,952**	**$ 1,128,330**	**102.30%**

Stormwater Utility Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	93,122	376,450	157,139	41.74%
Interest Revenue	-	50	59	117.06%
TOTAL REVENUES	**$ 93,122**	**$ 376,500**	**$ 157,197**	**41.75%**
EXPENSES:				
Salaries & Wages	4,067	48,804	44,737	91.67%
Employee Benefits - Medical Insurance	714	8,572	7,854	91.62%
Employee Benefits - Dental Insurance	31	368	341	92.66%
Employee Benefits - Disability	33	398	363	91.21%
Employee Benefits - ADD Life	12	147	132	89.80%
FICA	252	3,026	2,772	91.61%
Medicare	59	708	649	91.67%
Employee Benefits - Retirement	433	5,195	4,763	91.68%
Unemployment	2	27	22	81.48%
Workers Comp Insurance	237	2,838	2,607	91.86%
Professional Services	-	2,500	70	2.80%
Technical Services - Regional SW	-	2,500	-	0.00%
Technical Services - Pollution	84	1,500	84	5.58%
Technical Services - Watershed	-	500	-	0.00%
Professional Services - Engineer	11,142	120,000	81,768	68.14%
Repairs & Maintenance	50	88,989	6,266	7.04%
Repairs & Maintenance - Vehicles	842	6,000	4,613	76.88%
Rental of Equipment	155	10,500	1,675	15.95%
Communications	191	2,000	1,893	94.64%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	56	56.00%
Dues and Fees	2	6,500	147	2.26%
Training	-	2,000	895	44.75%
Contract Labor	3,360	42,500	29,280	68.89%
Other Expenditues	-	250	73	29.00%
General Supplies & Materials	-	1,000	75	7.55%
General Supplies - Postage	73	500	284	56.89%
Water/Sewer	56	2,500	629	25.16%
Gasoline & Diesel	256	4,000	2,983	74.57%
Small Equipment	-	1,500	-	0.00%
Other Supplies	468	1,000	961	96.05%
Contingency	-	3,765	-	0.00%
Capital Lease Interest	-	6,063	6,063	99.99%
TOTAL EXPENSES	**$ 22,517**	**$ 376,500**	**$ 202,054**	**53.67%**

Municipal Court Fund
As of November 30, 2021

REVENUES:	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Fines & Forfeitures	47,906	850,000	943,537	111.00%
Criminal & Civil Bonds	12,349	95,000	108,408	114.11%
TOTAL REVENUES	**$ 60,255**	**$ 945,000**	**$ 1,051,945**	**111.32%**
EXPENSES:				
Payment to Other Agencies	-	285,000	250,254	87.81%
Payment to Others Custodial	2,638	60,000	54,352	90.59%
Transfer to Other Funds - General Fund	36,953	600,000	663,586	110.60%
TOTAL EXPENSES	**$ 39,591**	**$ 945,000**	**$ 968,193**	**102.45%**

Main Street Board
Budget To Actual Comparison Report
As of November 30, 2021

Revenues	November 2021 Transactions	2021 Amended Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	47,527	54,567	114.81%
Alcohol Beverage Licenses	22,500	25,000	25,000	100.00%
Alcohol Pouring Permits	175	5,000	3,270	65.40%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	-	5,000	5,000	100.00%
Interest Revenue	-	50	5	10.04%
TOTAL REVENUES	**$ 22,675**	**$ 107,577**	**$ 87,842**	**81.66%**
Expenditures				
Salaries & Wages	3,951	52,189	45,499	87.18%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	14,892	89.09%
Employee Benefits- Dental	70	368	839	228.03%
Employee Benefits-Add Life	12	147	147	100.00%
Employee Benefits-Disability	50	598	598	100.07%
FICA	233	3,298	2,684	81.38%
Medicare	55	771	628	81.40%
Employee Benefits-Retirement	393	5,661	4,325	76.40%
Unemployment	-	50	32	64.90%
Workers Comp Insurance	-	230	185	80.62%
Communications	40	1,200	560	46.64%
Travel	-	600	-	0.00%
Dues and Fees	-	1,500	1,180	78.66%
Education and Training	-	750	750	99.93%
Contract Labor	300	5,000	300	6.00%
Supplies-Special Events	-	15,000	292	1.94%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	**$ 6,345**	**$ 107,577**	**$ 72,910**	**67.78%**

Holly Springs Tree Commission
Budget to Actual Comparison Report
As of November 30, 2021

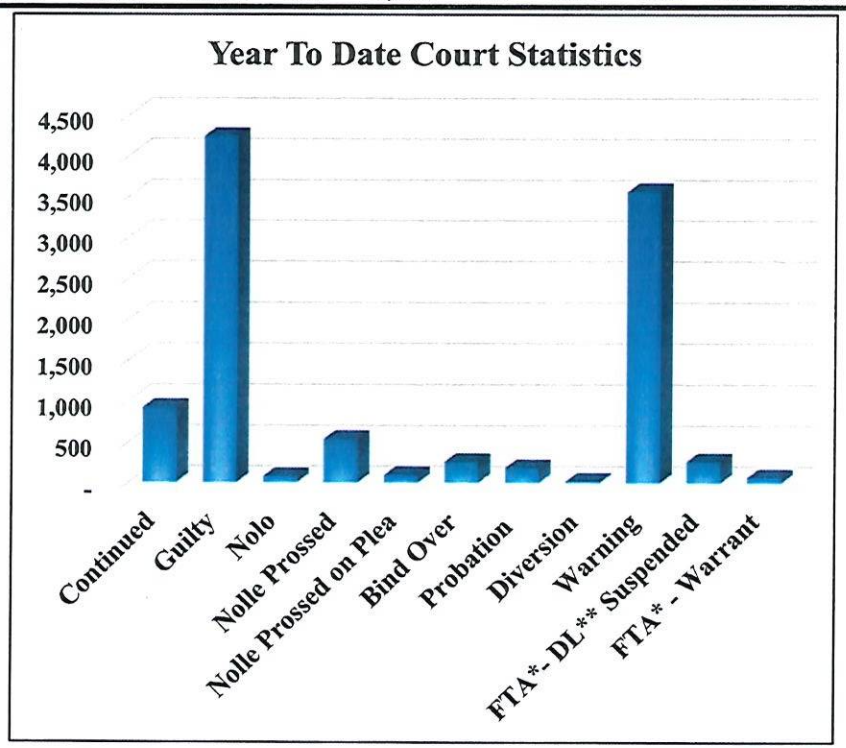
Revenues	November 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	4,000.00	25,450	17,929.80	70.45%
Interest Revenue	-	50	0.07	0.14%
Donations from Private Source	-	-	20.00	100%
TOTAL REVENUES	**$ 4,000.00**	**$ 25,500.00**	**$ 17,949.87**	**70.39%**
Expenditures				
Landscaping/Tree Planting & Care	-	8,000	-	0.00%
Tree Maintenance	-	8,000	-	0.00%
Tree Removal	-	6,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	233.36	46.67%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	500	539.13	107.83%
Banners & Shirts	-	250	15.40	6.16%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	**$ -**	**$ 25,500.00**	**$ 787.89**	**3.09%**

City of Holly Springs
Court Statistics
2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	163	88	88	95	82	95	32	57	18	70	-	918
Guilty	585	512	517	509	461	413	292	294	273	165	209	-	4,230
Nolo	6	7	4	7	11	9	10	7	8	3	4	-	76
Nolle Prossed	37	61	62	71	67	82	49	34	35	9	29	-	536
Nolle Prossed on Plea	13	2	-	14	10	-	17	11	16	8	1	-	92
Bind Over	17	27	31	34	22	32	36	12	19	12	16	-	258
Probation	18	16	15	24	17	18	18	15	12	14	15	-	182
Diversion	5	5	-	-	1	2	1	2	-	-	-	-	16
Warning	82	400	575	487	288	315	332	247	262	312	252	-	3,552
FTA*- DL** Suspended	5	31	85	45	13	34	10	5	18	13	3	-	262
FTA* - Warrant	6	1	3	6	1	18	7	4	10	4	4	-	64
	904	**1,225**	**1,380**	**1,285**	**986**	**1,005**	**867**	**663**	**710**	**558**	**603**	**-**	**10,186**

* Failure to Appear
** Driver's License

# of Citations Written **511**





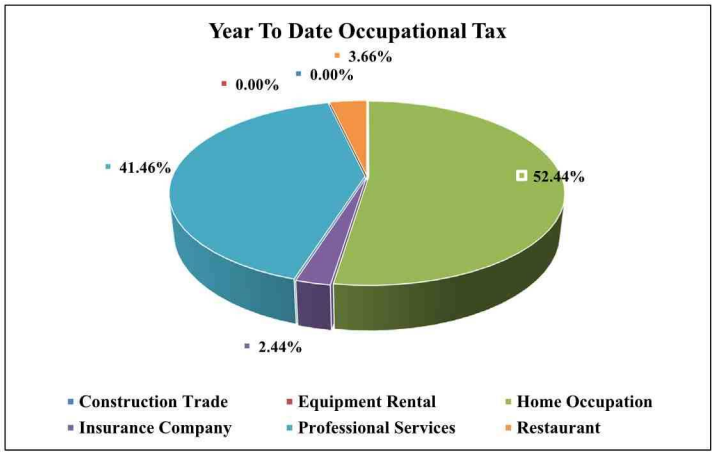
City of Holly Springs
Monthly Operation Report
Executive Summary

Description	Nov-21	
Pot Hole Repair	3	roads
Tree Service Work	1	row
ROW Mowing	14	row
Dead Animal Pick Up	5	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	10	signs
Traffic Signals	0	signs
Equipment Maintenance	4	equipment maintenance
Misc. Work Orders	11	misc
PARKS		
J.B. Owens	23	parks
Barrett Park	16	parks
J.C. Mullins	18	parks
Monthly Totals	**105**	

Street Sweeping Mileage 0

City of Holly Springs
Occupational Tax Summary
2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	4	3	9	-	3	-	4	1	10	3	-	43	52.44%
Insurance Company	-	-	-	1	1	-	-	-	-	-	-	-	2	2.44%
Professional Services	5	2	3	5	1	-	1	9	3	4	1	-	34	41.46%
Restaurant	-	1	-	-	-	-	-	-	2	-	-	-	3	3.66%
	11	**7**	**6**	**15**	**2**	**3**	**1**	**13**	**6**	**14**	**4**	**-**	**82**	100.00%

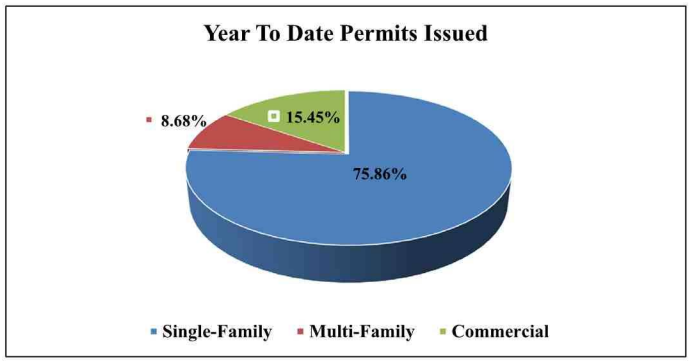


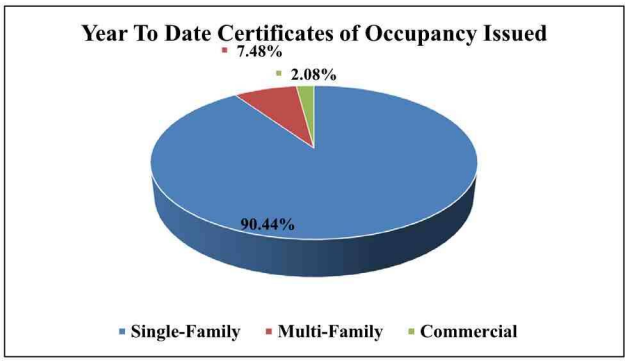
City of Holly Springs
Building Permits and Certificates of Occupancy
2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	32	24	43	51	51	48	37	43	47	30	19		**425**
Accessory Structures		3	2		4	3	2	1	1	12	2		**30**
Additions	1			5			3	2		1	3		**15**
Basement Buildouts	3	4	7	3	4	3	2	4		4	4		**38**
Mechanical	1	1	4	2	1	3	8	1	2	3	1		**27**
Plumbing	2		4	1	1		1						**9**
Electrical	1	2	1	2		1		2	2		1		**12**
Miscellaneous		2	3	5	4	5	5	4	5	2	3		**38**
Residential Fence			7	1	9	5	5	1	2	2	7		**39**
Certificates of Completion	1	3	6	5	3	1	7	6	5	3			**40**
Certificates of Occupancy	24	29	42	29	25	34	45	44	24	50	49		**395**
Multi-Family													
Townhomes	13	5	7	9	13	9							**56**
Apartments						9							**9**
Misc-Multi Family						3							**3**
Certificates of Occupancy		6			4	8				6	12		**36**
Commercial													
New Structures	1			1		2	1		2	1			**8**
Addition-C										1			**1**
Tenant Build Outs	2			3		2	1	1		1	1		**11**
Accessory Structures								1	2	2	1		**6**
Mechanical				1		1							**2**
Plumbing									1				**1**
Electrical		1	4	2			1	2			1		**11**
Misc-C		2	5	4	2	3	1		3	1	3		**24**
Signs	2	2	7		6	5	2	3	1	2	3		**33**
Utilities	5	3		8	2	5					1		**24**
Commercial Fence				1						1			**2**
Certificates of Completion	1	1					1						**3**
Certificates of Occupancy		1		2		1	1	2					**7**

Permits		
Single-Family	594	75.86%
Multi-Family	68	8.68%
Commercial	121	15.45%
	783	100.00%

CO's		
Single-Family	435	90.44%
Multi-Family	36	7.48%
Commercial	10	2.08%
	481	100.00%





City of Holly Springs Work Session Meeting
Speaker Sign In Sheet

Meeting Date: December 20, 2021

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

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