



City of Holly Springs

Date: Monday, September 25, 2023

Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. NEW BUSINESS
 - A. Discuss the Intergovernmental Agreement for the I-575 and Sixes Road Area Transportation Plan
Presented By: Robert H. Logan, City Manager
 - B. Discuss the declaration of covenants, conditions, restrictions and easements for the City of Holly Springs Town Center City Homes
Presented By: Robert H. Logan, City Manager
 - C. Discuss the professional interior design and Architect/Engineering support services for a new City Hall
Presented By: Robert H. Logan, City Manager
 - D. Discuss change order number one (1) from Stonecrest Homes for the Train Depot
Presented By: Robert H. Logan, City Manager
 - E. Discuss Rule 15c2-12 Certificate of the City of Holly Springs, Georgia under the Securities Exchange Act
Presented By: Robert H. Logan, City Manager
 - F. Discuss an estimate from Commercial Building & Doors, Inc. for the public works build out
Presented By: Robert H. Logan, City Manager
 - G. Discuss amendment three to the contract for professional services between the City of Holly Springs and Optech Monette, LLC
Presented By: Robert H. Logan, City Manager

- H. Discuss the fourth amendment to the Workforce Innovation and Opportunity Act contract

Presented By: Robert H. Logan, City Manager

- I. Discuss the Cherokee County E911 Memorandum of Understanding

Presented By: Robert H. Logan, City Manager

- J. Discuss the release of maintenance bonds for Carson Creek, Phases 3, 4, and 5 of The Gardens at Harmony, and The Retreat of Holly Springs subdivisions

Presented By: Nancy Moon, Community Development Director

- K. Discuss a resolution to accept and authorize streets to become publicly maintained streets in The Retreat at Holly Springs subdivision

Presented By: Nancy Moon, Community Development Director

- L. Discuss a resolution to accept and authorize streets to become publicly maintained streets in The Gardens of Harmony subdivision, Phases 3, 4 and 5

Presented By: Nancy Moon, Community Development Director

- M. Discuss the policy revisions for the Holly Springs Police Department Operations Manual Section 11.1 – Use of Force

Presented By: Deputy Chief Greg Clyburn

IV. ADJOURNMENT

**City Council Business Meeting
Agenda
7:00 p.m., Council Chambers**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATIONS

Yard of the Month – Patrick and Marion Locke

V. CONSENT AGENDA

A. August 7, 2023 Council Work Session and Special Called Meeting Minutes

B. August 21, 2023 City Council Public Hearing Minutes

C. August 21, 2023 Council Work Session and Council Business Meeting Minutes

D. Approve/deny awarding the bid for Barrett Memorial and Taylor’s Farm/Barrett Springs Parks improvement project to Magnum Contracting, LLC, to include contract approval in an amount not to exceed \$1,210,107

VI. UNFINISHED BUSINESS

A. Approve/deny ordinance MA-11-2023, Ben Lively with Sunward Properties requests rezoning of 1.99 +/- acres located off of Edmondson Lane, Holly Springs, GA, tax parcel 106D of tax plat 15N16, Land Lot 775 of the 15th District of Cherokee County and identified in Exhibits A, Location Map and B, Conceptual Site Plan, from GC, General Commercial, to TND, Traditional Neighborhood Development with staff stipulations as outlined in Rezoning Ordinance MA-11-2023

VII. NEW BUSINESS

A. Approve/deny the Intergovernmental Agreement for the I-575 and Sixes Road Area Transportation Plan among Cherokee County, Georgia, City of Holly Springs, Georgia, City of Woodstock, Georgia and the Cherokee Office of Economic Development

- B. Approve/deny the declaration of covenants, conditions, restrictions and easements for the City of Holly Springs Town Center City Homes
- C. Approve/deny the professional interior design and Architect/Engineering support services for a new City Hall at Holly Springs Town Center proposal from CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C (P.C) dba CPL
- D. Approve/deny change order number one (1) from Stonecrest Homes for the Train Depot in an amount not to exceed \$25,094
- E. Approve/deny Rule 15c2-12 Certificate of the City of Holly Springs Georgia under the Securities Exchange Act of 1934 in connection with the offering and sale of the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bonds Series 2023, and to ratify the Mayor's signature
- F. Approve/deny Estimate # 1654 from Commercial Building & Doors, Inc. for the public works build out in an amount not to exceed \$21,450
- G. Approve/deny amendment three to the contract for professional services between the City of Holly Springs, Georgia and Optech Monette, LLC
- H. Approve/deny the fourth amendment of Workforce Innovation and Opportunity Act contract number WD2210.4
- I. Approve/deny the Cherokee County E911 Memorandum of Understanding between Cherokee County, Georgia and the City of Holly Springs, Georgia and to ratify the City Manager's signature
- J. Approve/deny release of Carson Creek Subdivision Tree Maintenance Bond #609203770
- K. Approve/deny release of The Gardens of Harmony Phase 3, Maintenance Bond #SU1141683, Phase 4, Maintenance Bond #CMS0326332, and Phase 5, Maintenance Bond #K13508963
- L. Approve/deny release of The Retreat at Holly Springs for Maintenance Bond # US00106121SU21A, Maintenance Paving Bond #US001127472SU21A-M, Curb/Sidewalks Maintenance Bond #US00112743SU21A-M and Landscaping Maintenance Bond #US00112744SU21A-M
- M. Approve/deny a resolution to accept and authorize streets to become publicly maintained streets in The Gardens of Harmony subdivision, Phases 3, 4 and 5, to include Gardens of Harmony Drive, Rosemont Avenue, Rockwood Court and Greenbow Lane

- N. Approve/deny a resolution to accept and authorize streets to become publicly maintained streets in The Retreat at Holly Springs subdivision, to include Chapelcrest Lane and Knowles Place
- O. Approve/deny the policy revisions for the Holly Springs Police Department Operations Manual, Section 11.1- Use of Force

VIII. REPORTS

IX. ADJOURNMENT

**INTERGOVERNMENTAL AGREEMENT FOR
THE I-575 AND SIXES ROAD AREA TRANSPORTATION PLAN**

This INTERGOVERNMENTAL AGREEMENT FOR THE I-575 AND SIXES ROAD AREA TRANSPORTATION PLAN (hereinafter “Agreement”) is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter “County”), the CITY OF HOLLY SPRINGS, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Holly Springs, Georgia (hereinafter “Holly Springs”), the CITY OF WOODSTOCK GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Woodstock, Georgia (hereinafter “Woodstock”), and the CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT, acting by and through the Development Authority of Cherokee County (hereinafter “COED”), (with each entity collectively being referred as “the Parties”). The effective date of this Agreement shall be _____, _____, 2023.

WITNESSETH:

WHEREAS, the Parties desire to collaborate and work in conjunction to complete an Area Transportation Plan for the I-575 and Sixes Road Interchange Area (hereinafter “Interchange Area”), with such Interchange Area being more particularly identified in the map labeled as Exhibit “A”; and

WHEREAS, the Interchange Area includes unincorporated areas of the County, as well as areas inside the City of Holly Springs and the City of Woodstock; and

WHEREAS, the Parties seek to align land uses and devise transportation improvements that will enhance the viability of the entire Interchange Area, with particular attention to the southeast quadrant, with the overall goal of maximizing the prosperity of the entire Interchange Area; and

WHEREAS, to achieve said results and to further the stated goals, the Parties desire to retain the services of a qualified firm (hereinafter “Consultant”) to assist with a transportation

study and plan (hereinafter, “Project”), fully described and identified in the attached Request for Qualifications/Proposals (RFQ/P), labeled as Exhibit B; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Joint Responsibilities of the Parties. The Parties agree to communicate, coordinate, and work in conjunction to effectuate the procurement process for the selection of a Consultant to assist with the Interchange Area. Specifically, each identified Party to this Agreement shall have a member(s) of its organization identified that will be available to score each submitted proposal and assist in the selection process (hereinafter “Review Team”). Any meetings conducted by the Review Team may be in person or by electronic means. Upon the completion of the scoring of each proposal by each Party group, the Review Team shall meet and be responsible for selecting the final Consultant for awarding of the contract. Furthermore, each Party shall contribute a pro-rata financial contribution in order to pay for such services, with said financial contribution for each Party being identified in the subsequent Sections of this Agreement.
2. Responsibilities of Cherokee County. County agrees to issue and manage the procurement process for the selection of a consultant and shall use County resources in order to manage/issue the Request for Qualifications/Proposals and receive submittals from desired candidates. Upon the closing of the period for receiving proposals, County agrees to provide a County staff member(s) designated by the County Manager who is versed and familiar with such requirements for the Interchange Area, to comprise the County group of the Review Team for scoring and reviewing the received submittals.

Upon the completion of the scoring of the proposals by the Review Team, and the selection by the Review Team of a qualified consultant for award of a contract, County agrees to be responsible for sixty percent (60%) of the total contract cost that shall be awarded to the selected Consultant (hereinafter “Finalist”).

3. Responsibilities of the City of Holly Springs. Holly Springs agrees to allow the County to effectuate and manage the Request for Qualifications/Proposals in order to seek Consultants to assist with the Interchange Area. Upon the closing of the period for receiving proposals, Holly Springs agrees to provide a Holly Springs staff member(s) designated by the City Manager who is versed and familiar with such requirements for the Interchange Area, to comprise the Holly Springs group of the Review Team for scoring and reviewing the received submittals.

Upon the completion of the scoring of the proposals by the Review Team, and the selection by the Review Team of a qualified consultant for award of a contract, Holly Springs agrees to be responsible for twenty percent (20%) of the total contract cost that shall be awarded to the Finalist.

4. Responsibilities of the City of Woodstock. Woodstock agrees to allow the County to effectuate and manage the Request for Qualifications/Proposals in order to seek Consultants to assist with the Interchange Area. Upon the closing of the period for receiving proposals, Woodstock agrees to provide a Woodstock staff member(s) designated by the City Manager, who is versed and familiar with such requirements for the Interchange Area, to comprise the Woodstock group of the Review Team for scoring and reviewing the received submittals.

Upon the completion of the scoring of the proposals by the Review Team, and the selection by the Review Team of a qualified Consultant for award of a contract, Woodstock agrees to be responsible for twenty percent (20%) of the total contract cost that shall be awarded to the Finalist.

5. Responsibilities of the COED. COED agrees to allow the County to effectuate and manage the Request for Qualifications/Proposals in order to seek Consultants to assist with the Interchange Area. Upon the closing of the period for receiving proposals, COED agrees to provide a COED staff member(s) designated by the President & CEO

who is versed and familiar with such requirements for the Interchange Area, to comprise the COED contingent of the Review Team for scoring and reviewing the received submittals.

COED shall not be responsible for any financial contributions toward the consultant charges.

6. Review Team. The staff member(s) designated by each Party will independently review the proposals submitted in response to the RFQ/P in accordance with Phase 1 of the RFP/Q document. Each Party will be provided by the County a scoring matrix with which to score each proposal. Each Party will then submit to the County the scores generated from its review of the proposals. The County will then combine the scores from the Parties and tablet a composite score with rankings of the proposals. Thereafter, the Review Team will meet and select the top two or three proposals as candidates to move to Phase 2. The Review Team will then independently review the proposals submitted in response to Phase 2, then submit scores to the County for tabulation and the generation of a composite score. Thereafter, the Review Team will meet and select a Finalist, completing the negotiations necessary to do so.
7. Project Management Team. Once the Finalist is selected and the contract is adopted by the County, the Review Team will transition into the Project Management Team. The Project Management Team is responsible for overseeing and managing the completion of the Project. The Project Management Team will select a member to serve as the Principal Team Lead and two members to serve as Associate Team Leads. The Principal Team Lead will serve as the primary project manager with support and assistance from the Associate Team Leads, to manage the day to day and operational needs of the Project. The Principal Team Lead and Associate Team Leads will contact and coordinate with other members of the Project Management Team, as necessary, to ensure the Project is completed in accordance with the contract and Project delivery schedule. The Project Management Team should meet monthly or as often as necessary until the final deliverables are provided by the Finalist. The Project Management Team will present the final deliverables to the Parties.

8. Payment. Payments required for the completion of the Project are due to Cherokee County with the delivery of the final deliverables from the Finalist to the Review Team.
9. Term and Termination. This Agreement shall have an effective date as of the date of the latest signature contained on the last page of this Agreement. The initial term of this Agreement shall be for two (2) years, or until all tasks identified in this Agreement are completed by the Parties, whichever shall occur first.
10. Indemnification. Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Parties from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.
11. Default. Failure by any Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party(s) to declare an immediate default and/or immediately terminate this Agreement. Should any Party file suit, commence any other legal or equitable proceeding against another for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party(s) shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.
12. Waiver. One Party's waiver of another Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this Agreement.
13. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes any and all prior

agreements or understanding among the Parties pertaining to the same subject matter. The Parties affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

14. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
15. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Parties.
16. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
17. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

For COED:

Cherokee Office of Economic Development
ATTN: President
One Innovation Way
Woodstock, Georgia 30188

For Woodstock:

City of Woodstock, Georgia
ATTN: City Manager
12453 Highway 92
Woodstock, Georgia 30188

For Holly Springs:

City of Holly Springs, Georgia
ATTN: City Manager
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

18. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of an entity to exercise any governmental and legislative functions it may have.
19. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Parties that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by any required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.
20. Force Majeure. Neither Party(s) shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the another Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the other Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.
21. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court

interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.

22. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners this ____ day of _____, 2023.

Signed On Behalf of Cherokee County, Georgia:

By: _____
HARRY B. JOHNSTON, Chairman Date _____

Attest: _____
CHRISTY BLACK, County Clerk Date _____

APPROVED by the City Council of Holly Springs this ____ day of _____, 2023.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
STEVEN W. MILLER, Mayor Date _____

Attest: _____
KAREN NORRED, City Clerk Date _____

APPROVED by the City Council of Woodstock this ____ day of _____, 2023.

Signed On Behalf of City of Woodstock, Georgia:

By: _____
MICHAEL CALDWELL, Mayor Date _____

Attest: _____
COTY THIGPEN, Interim City Clerk Date _____

APPROVED by the Cherokee Office of Economic Development

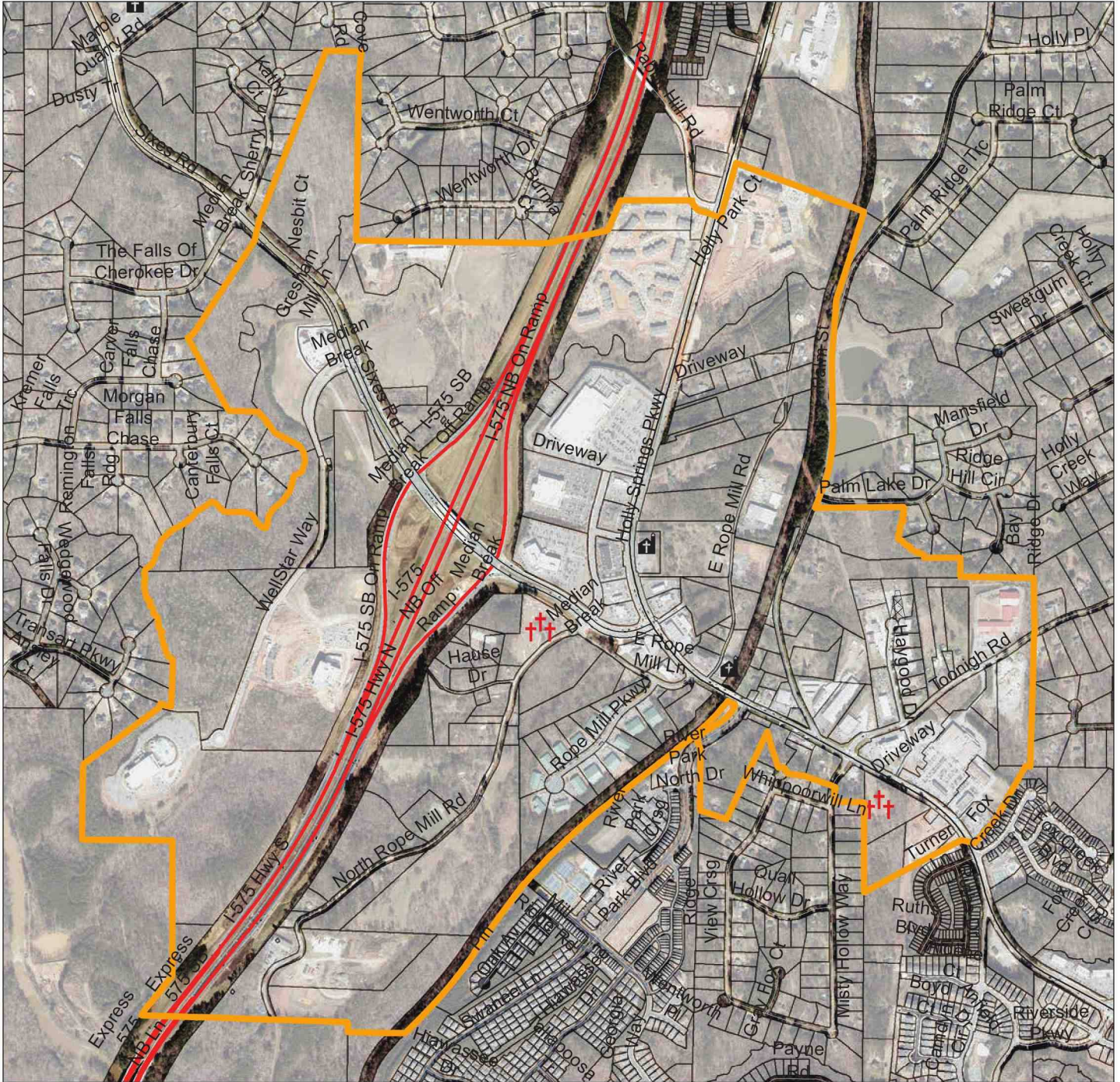
this ____ day of _____, 2023.

Signed On Behalf of the Cherokee Office of Economic Development:

By: _____
MARSHALL DAY, Chairman Date _____

Attest: _____
STEVEN L. HOLCOMB, Vice Chairman Date _____

Boundary Map



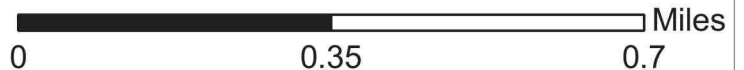
Legend

I-575 & Sixes Road Area Plan Boundary

Cell Towers

Cemeteries

Churches



This map has been compiled from the most up to date and reliable sources available. Cherokee County is not responsible for errors and omissions contained in this map. No warranties or representations are expressed or implied in fact or in law.



Prepared by:
Cherokee County
Planning & Zoning
May 18, 2022





Request for Qualifications/Proposals

To Provide

Area Plan Transportation Plan

For

I-575 and Sixes Road Interchange

RFQ/P# 2023-028

Issued August 31, 2023

**Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114**

REQUEST FOR QUALIFICATIONS/PROPOSALS**EXHIBIT B**

RFQ/P# 2023-028
Area Plan Transportation Plan
I-575 and Sixes Road Interchange

I. GENERAL PROJECT INFORMATION:**A. OVERVIEW**

The Cherokee County Board of Commissioners Purchasing Department is soliciting Statement of Qualifications (SOQs) from qualified firm(s) or organization(s) in support of the I-575 and Sixes Road Interchange Area Transportation Study and Plan. This project is a partnership between Cherokee County, City of Holly Springs, City of Woodstock, and the Cherokee Office of Economic Development (COED) (hereinafter collectively referred to as the "Partners").

This Request for Qualifications (RFQ) seeks to identify potential providers for the Scope of Services for the project/contract listed on page 9. Firms that respond to this RFQ, and are determined by Cherokee County to be sufficiently qualified, may be deemed eligible, and invited to offer a technical approach and/or possibly present and/or interview for these services. All respondents to this RFQ are subject to instructions communicated in this document, and are cautioned to completely review the entire RFQ and follow instructions carefully. Cherokee County reserves the right to reject any or all Statements of Qualifications or Technical Approach, and to waive technicalities and informalities at the discretion of Cherokee County.

B. CHEROKEE COUNTY STANDARD SOLICITATION T&Cs & FORMS

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms potentially required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance.

C. CONE OF SILENCE

No contact or discussion of any kind regarding any aspect of this RFP with any Cherokee County personnel other than those in the Procurement Department. Contacts made with anyone outside the Procurement Department from the posting of this solicitation until approval for award by the Cherokee County Board of Commissioners may result in disqualification of the contacting organization.

D. COMMUNICATION VIA BIDNET

All general communication of relevant information regarding this solicitation will be made via BidNet Direct. All firms are responsible for checking BidNet Direct on a regular basis for updates, clarifications, and announcements. Cherokee County reserves the right to communicate via electronic-mail with the primary contact listed in the Statements of Qualifications. Other specific communications will be made as indicated in the remainder of this RFQ.

E. SUPPLIER ETHICS AND STANDARDS

Cherokee County holds itself and its business relationships to the highest standards and endeavors to conduct its solicitations and evaluations of proposals impartially. Participants in this RFP process are expected to follow the Supplier Ethics and Standards located on the Vendor Resources section of the Procurement page of the Cherokee County Web Page; Cherokeeega.com.

REQUEST FOR QUALIFICATIONS/PROPOSALS **EXHIBIT B**

RFQ/P# 2023-028
Area Plan Transportation Plan
I-575 and Sixes Road Interchange

II. SELECTION METHOD:

A. PHASE 1 – SELECTION OF FINALISTS

Based on the Statements of Qualifications submitted in response to this RFQ, the Selection Committee will review each submittal per the criteria listed in **SECTION III. SELECTION CRITERIA FOR PHASE 1.**

The Selection Committee will discuss the top submittals and the final rankings of the top submittals will be determined. The Selection Committee will select the finalists from the top ranked submittals.

B. PHASE 2 – FINALISTS

Finalists will receive notification and final instructions from Cherokee County. Cherokee County will request a response from the Finalists covering the topics in **SECTION IV. SELECTION CRITERIA – PHASE 2.** All members of the Selection Committee will review the responses (and will attend the presentation/interview if so chosen). Timing of Finalist selection is in **SECTION VI. SCHEDULE OF EVENTS.**

Cherokee County reserves the right to request a presentation/interview on any project as determined in its best interests; however, this additional requirement shall typically be reserved for the most complex projects.

C. PHASE 2 – FINAL SELECTION

Final selection will be determined from final scoring of Finalists based upon Phase 2 Scoring.

III. SELECTION CRITERIA:

PHASE 1 - SELECTION OF FINALISTS

A. SIMILAR PROJECT EXPERIENCE AND KEY STAFF CAPABILITIES – 60%

The firm's previous experience developing countywide transportation plan and transportation planning. This includes relevant experience and qualifications of the principal professional(s) and lead staff, and evidence of relevant competencies for this project. Provide information on the firm's experience on similar projects. Provide any information that may serve to differentiate the firm from other firms in suitability for the project.

B. PROJECT MANAGER, KEY STAFF AND FIRM'S WORKLOAD CAPACITY – 40%

The Selection Committee will evaluate the firm on their resource's availability and workload capacity. Criteria used include the Project Manager workload, workload capacity of Key Staff and the firm's resources dedicated to delivering the project on schedule.

EXHIBIT B

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-028
Area Plan Transportation Plan
I-575 and Sixes Road Interchange

IV. SELECTION CRITERIA:

PHASE 2 - FINALISTS

A. TECHNICAL APPROACH, SCHEDULE AND SCOPE OF WORK – 80%

Demonstrated understanding of project based on proposed scope of work, methodology and proposed project schedule. Firm shall identify potential areas of concerns, alternative approaches, innovative ideas for public outreach and their approach to avoiding unnecessary change orders. Proposer shall provide preliminary project schedule and identify major milestones. Proposer shall demonstrate why they would be the most competent firm and/or team to complete this project.

B. PAST PERFORMANCE - 20%

The Selection Committee may consider information provided via references provided for relevant projects and knowledge any selection committee member has of performance on relevant projects. The Selection Committee will consider all factors in their totality and score from 0 to 10 when arriving at a final score for the Past Performance.

C. PRICE SUBMISSION – DELIVERED IN SEALED ENVELOPE DURING THE INTERVIEW

1. Negotiation will occur with the Firm considered as best qualified and will be based on their submission. Failure to reach an agreement will result in negotiating with the next highest scoring Firm.
2. Price should include the total cost of the services up through the design, through the completion of the building and required documentation. Consultant shall submit pricing as a lump sum fee with breakdown of all major tasks.

V. SUBMITTAL INSTRUCTIONS:

PHASE 1 - SELECTION OF FINALISTS

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions.

This “SUBMITTAL INSTRUCTIONS” page and all the items listed below are required to be completed and included as part of this solicitation and your submittal:

Please indicate by placing an ☒ in the box next to the items that are included in your submittal.

☐

Appendix A: Information and Addenda Acknowledgement Form

☐

Appendix B: Non-Influence and Non-Collusion Affidavit

☐

Appendix C: E-Verify Affidavit

EXHIBIT B

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-028
Area Plan Transportation Plan
I-575 and Sixes Road Interchange

- ☐ **Appendix D:** References*
- ☐ **Appendix E:** Acceptance of County's Standard Professional Services Agreement**
- ☐ **Appendix F:** Suspension, Debarment and Litigation Affidavit
- ☐ **Certifications, Licenses or Registrations:** as required by law and/or as requested
- ☐ **Insurance:** Evidence of/ability to provide Insurance at the limits identified herein,***

NOTE: PHASE - 1 actions and deliverables will be SUBMITTED VIA BIDNET.

Notes:

*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies and other sources of information believed to be viable to evaluate capability, viability and performance.

**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

VI. **SUBMITTAL INSTRUCTIONS:**

PHASE 2 - FINALISTS

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions.

This "SUBMITTAL INSTRUCTIONS" page and all the items listed below are required to be completed and included as part of this solicitation and your submittal:

Please indicate by placing an ☒ in the box next to the items that are included in your submittal.

- ☐ **Letter of Transmittal**
- ☐ **Proposed project team organization, qualifications, and availability**
- ☐ **Proposed technical approach, and scope of work**
- ☐ **Proposed project schedule**

NOTE: PHASE - 2 actions and deliverables for the Finalists will be SUBMITTED VIA EMAIL:
purchasing@cherokeega.com

EXHIBIT B

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-028
Area Plan Transportation Plan
I-575 and Sixes Road Interchange

VII. SCHEDULE OF EVENTS:

The following Schedule of Events represents Cherokee County's best estimate of the Schedule that will be followed. All times indicated are prevailing times in Canton, Georgia. Cherokee County reserves the right to adjust the Schedule as Cherokee County deems necessary.

Phase 1	
Issued	August 31, 2023
Questions Due	September 13, 2023 by 4:00 PM
Answers Due	September 20, 2023
Statement of Qualifications Due	October 3, 2023 at 10:00 AM
Evaluations Complete	October 18, 2023
Finalists List	October 25, 2023
Phase 2	
Finalist Questions Due	November 3, 2023 by 4:00 PM
Answers Due	November 10, 2023
Finalists Proposals Due	November 22, 2023 at 10:00 AM
Interviews (if necessary)	November 29, 2023
Negotiate	December 6, 2023
Anticipated Award Date	December 19, 2023

EXHIBIT B

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-028
Area Plan Transportation Plan
I-575 and Sixes Road Interchange

VIII. THE EXPECTED PERIOD OF PERFORMANCE IS:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be and X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1. ☐ NO PHYSICAL ITEMS ☒ PHYSICAL DELIVERY REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

☐ Warranty Term Requested: _____

2. ☐ NO SERVICES REQUIRED ☒ PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of an Authorization to Proceed (ATP), in which case the ATP would represent the beginning of performance. Term of services requested are as below:

Services Term:

- ☐ One Year
☒ Two Years
☐ Three Years
☐ Other: _____

3. ☐ OPTION GRANT:

This solicitation contains requested options; please see pricing sheet for details.

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I-575 and Sixes Road Interchange

IX. SCOPE OF WORK:

Overview

Cherokee County, the cities of Holly Springs and Woodstock, and the Cherokee Office of Economic Development (COED) (collectively known as the “Partners”) are collaborating to complete an Area Plan for the I-575 and Sixes Road Interchange (“Interchange Area,” more particularly identified on Exhibit “A”). The Interchange Area includes unincorporated areas as well as areas inside the cities of Holly Springs and Woodstock. The Interchange Area is 536 acres and includes about 235 tax parcels. The Partners will complete the Area Plan with assistance from the Consultant.

Background

The Interchange Area has always been well positioned for success due to its strategic location – a relatively quick drive from I-75 – while also serving as a critical connector, providing essential access for Bells Ferry Road, Old Highway 5, and East Cherokee Drive. With expansive quadrants and large tracts of available acreage, anchored by a network of local roads, this interchange has always had a strong foundation for success.

Indeed, over the past eighteen years, the Interchange Area has prospered with the construction of Class A medical office facilities, joined by quality retailers and exceptional service providers. During this time, Sixes Road and the bridge over I-575 were expanded to four lanes, increasing capacity and enhancing traffic flow through the interchange. Additionally, the I-75/I-575 managed lanes project delivered by the Georgia Department of Transportation, further cemented this interchange as a critical destination.

While the Interchange Area has experienced positive growth over the past eighteen years, unfortunately, the southeast quadrant – divided by North Rope Mill Road – has remained largely undeveloped due to access challenges. The southeast quadrant is roughly 95 acres, and 34 tax parcels, with 67 acres unincorporated, 23 acres in Woodstock, and 5.4 acres in Holly Springs (see Exhibit “B”). The Partners now seek to align land uses and devise transportation improvements that will enhance the viability of the southeast quadrant, while maximizing the prosperity of the entire Interchange Area.

Area Plan Project

The Partners seek a highly qualified transportation engineering firm with comparable experience with similar projects – analyzing, developing, and recommending a wide array of major and minor transportation improvement projects for interstate interchange areas. The Partners seek bold, but practical and constructible transportation improvement projects that can be programmed and constructed within several years, pending funding. At the same time, longer term and expensive, but constructible projects, that may involve GDOT and FHWA approval, but are essential to achieve the goals of the Area Plan should also be included – all options developed should be considered during the development of the Area Plan. Efforts should be made to avoid United States Army Corps of Engineers (USACE) property with proposed transportation improvement projects, however.

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This consultant should be able to “think outside of the box” and propose projects that will leverage the southeast quadrant into a highly functioning and prosperous workplace and employment center, while improving connectivity and mobility for the entire Interchange Area. The consultant should have extensive knowledge of ARC, GDOT, and FHWA processes as well as existing contacts and working relationships with personnel from these agencies, including GDOT District 6.

The Area Plan will include a land use component which will be completed primarily by the Partners and a transportation plan, which will be completed by a qualified vendor (“Consultant”) selected by the Partners. The final deliverable – the Area Plan – will be completed by the Partners and the Consultant.

Transportation Plan Scope of Work

The following scope of work is required:

I. Task 1 –Traffic Data Compilation

The Area Plan shall include the following:

a. Traffic counts and field observations:

- i. Conduct a site visit;
- ii. Peak-hour turning movement counts at major intersections;
- iii. Intersection field observations during morning and afternoon peak hours;
- iv. Future impacts of planned or programmed projects;
- v. Review future land use / development / re-development plans along the corridor to forecast future year traffic, coordinating with the Partners for this information;
- vi. Review and inventory of existing sidewalks/pedestrian trails/multi-use paths.

b. Latest 5-year historic crash data analysis;

c. Traffic projections:

- i. Develop growth rate for the Interchange Area using GDOT GeoCounts historical count data, county or city census data, Metropolitan Planning Organization (MPO) model data, area development information, etc.
- ii. Develop volumes for:
 - a. Existing year - peak hour volumes (AM & PM).
 - b. No-build without development - open year and design year peak hour volumes (AM & PM).
 - c. No-build with development - open year and design year peak hour volumes (AM & PM).
 - d. Build without development - open year and design year peak hour volumes (AM & PM).
 - e. Build with development - open year and design year peak hour volumes (AM & PM).

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d. Traffic operational analysis (SYNCHRO/VISSIM software analysis) for:

- i. Existing year - peak hour volumes (AM & PM).
- ii. No-build without development - open year and design year peak hour volumes (AM & PM).
- iii. No-build with development - open year and design year peak hour volumes (AM & PM).
- iv. Build without development - open year and design year peak hour volumes (AM & PM).
- v. Build with development - open year and design year peak hour volumes (AM & PM).

e. Review of Existing Plans and Future Trends

This task will include the review and evaluation of the Partners' existing Comprehensive Transportation Plans (CTP) and Comprehensive Plans, including all goals, objectives, policies and Short Term Work Programs (STWP), and any other related regional and State-wide transportation plans with regards to future economic development and land use as related to the Interchange Area.

- Current plans to review:
 - Cherokee County CTP 2022-2027
 - City of Woodstock CTP
 - COED Plans
 - City of Woodstock Greenprints Plan
 - Holly Springs Trails Plans
 - Cherokee County Trails Plan
 - Old Highway 5 Corridor Study
 - Bells Ferry Road Corridor Study
 - East Cherokee Drive Corridor Study
 - Cherokee County Comprehensive Plan – 2018 and 2023 Update
 - City of Holly Springs Comprehensive Plan – 2018 and 2023 Update
 - City of Woodstock Comprehensive Plan – 2018 and 2023 Update
 - The Atlanta Region's Plan
 - ARC Transportation Improvement Program (TIP)
 - ARC Regional Transportation Plan (RTP)
 - GRTA & SRTA Plans
- Current programs / concepts / standards:
 - GDOT Projects
 - Resurfacing Program
 - SPLOST Capital Improvement Projects Underway and Planned, through 2030
 - Development Standards
- Study of Future Transportation Trends
 - Alternative transportation methods
 - Autonomous vehicle travel
 - Ride-sharing
 - Futurist study of trends and innovation in transportation

f. Additional Factors for Analysis

- Trail connectivity, pedestrian, and bicycle facilities;

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- School zones;
- Transit considerations;
- Land Uses/Public Lands/USACE Property;
- Railroads;
- Socioeconomic data;
- Significant utilities;
- Assumptions about future development and interchange build-out;
- Managed Lanes effect on the interchange and quadrants.

The Consultant will make recommendations on supplemental data that are needed to ensure the understanding of the physical conditions, traffic volumes and traffic flow patterns present in the Interchange Area and adjacent and nearby areas that may be impacted by the Interchange Area.

II. Task 2 – Public and Stakeholder Involvement

The Partners will determine the best approach to public and stakeholder involvement. At a minimum, the following may be included:

- Open Houses.** Two (2) Public Input Open House Meetings, initial input and draft deliverable input;
- Stakeholder Meetings.** Focused stakeholder meetings with property owners, employers, government partners, etc.
- Public Input Questionnaire.** The Consultant will develop a questionnaire with the Partners to afford citizens and stakeholders an opportunity to provide written input on transportation needs for the Interchange Area. Returned questionnaires will be summarized and tabulated by the consultant.
- Virtual participation options and surveys.**
- Additional Options.** Any other effective participation methods to garner effective input from citizens, property owners, stakeholders, project partners, and funders.

III. Task 3 –Transportation Analysis

The transportation analysis should focus on improving connectivity and mobility throughout the Interchange Area, while considering how transportation facilities outside of the Interchange Area affect mobility, as well. Additionally, accessibility to the southeast quadrant should be thoroughly examined, to develop solutions to provide the connectivity sufficient to support proposed future land use objectives. Roadway, pedestrian, and trail facilities improvements should be developed to link all of the quadrants to maximize accessibility. Efforts should be made to avoid United States Army Corps of Engineers (USACE) property with proposed transportation improvements.

- Analysis of Existing System.** Development of a long-range transportation plan for the Interchange Area will begin with an analysis of the existing transportation network and conditions. The identification of high accident and delay locations will provide a starting point for the development of an improvement plan.

EXHIBIT B

REQUEST FOR QUALIFICATIONS/PROPOSALS

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- b. Traffic Model Development and Calibration.** As part of the study, a travel demand model will be developed to simulate existing travel characteristics, forecast future traffic volumes, and allow for system-wide analysis of possible transportation improvements, focusing on the Interchange Area, especially the southeast quadrant.
- c. Modeling of future system.** The Consultant will assess the future transportation system of the Interchange Area: roadways, bridges, transit, pedestrian, and bicycle. The Consultant will also review the proposed changes to transportation/land use regulations from the CTP, Comprehensive Plans, and other applicable documents. The Consultant, coordinating with the Partners, will also consider scenarios for the build-out of the Interchange Area, with a focus on the southeast quadrant. The Consultant will provide assessment of the future system based on previously established criteria to help with the identification of the deficiencies and improvements. Examples of these evaluation criteria may include:
- Vehicle miles of travel at Level of Service E or worse
 - Vehicle hours of delay
 - Travel time through the Interchange Area
 - Travel time from the Interchange Area to I-575 and other locations
 - Percent of non-motorized trips
 - Percent of system mileage operating over capacity
 - Vehicle hours of delay per vehicle mile of travel

The Consultant will work closely with the Partners when developing the model and establishing additional evaluation criteria, as necessary.

IV. Task 4 – Draft Deliverables

The Consultant will develop a draft study overview and recommended transportation plan for review by the Partners, complete with the following:

- a. Technical Memorandum.** Memorandum documenting the traffic model development process;
- b. Public Input Report;**
- c. Preliminary Environmental.** Complete a preliminary environmental review of all recommended transportation improvement projects to provide an initial assessment of potential risks;
- d. Preliminary Utilities.** Complete a preliminary review of all utilities to avoid significant impacts with recommended transportation improvement projects to provide an initial assessment of potential risks;
- e. Constructability and Schedule.** Evaluate the constructability of all recommended transportation improvement projects and provide proposed schedule for the estimated time to complete each project.
- f. Additional Risks.** With recommended transportation improvement projects consider the challenges of encroachment into USACE property and railroad rights-of-way.
- g. Transportation Improvement Projects - Southeast Quadrant.** Specific transportation improvement projects for accessing and integrating the southeast quadrant into the Interchange Area as a viable site for development as envisioned by the Partners;

REQUEST FOR QUALIFICATIONS/PROPOSALS **EXHIBIT B**

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- h. Transportation Improvement Projects – Interchange Area.** Specific transportation improvement projects for the entire Interchange Area and adjacent areas, as necessary, based on the analysis and modeling;
- i. Pedestrian and Bicycle Improvements.** Recommended trail and sidewalk extensions and connections as well as ADA and related improvements;
- j. Signalization Improvements and Additions;**
- k. Estimates.** All transportation improvement projects should include estimates for design, right-of-way, utility relocations, and construction;
- l. Leveraging Partnerships.** With all transportation improvement projects included, provide recommendations for partnerships with GDOT, FHWA, ARC, USACE, among the Partners, and with other stakeholders;
- m. Funding.** Identify and consider public-private partnership opportunities as well as grant funding for project delivery;
- n. Action Plan.** An action plan will be provided, prioritizing projects. The Partners will discuss prioritization protocols with the Consultant.

V. Task 5 – Final Deliverables

Once the draft deliverables are approved by the Partners, the Consultant will complete the final study document, as outlined in Task IV.

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

STATE OF GEORGIA

COUNTY OF CHEROKEE

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR COHSTC CITY HOMES



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
770-685-7000
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LIST OF EXHIBITS

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EXHIBIT “B”	-	ADDITIONAL PROPERTY
EXHIBIT “C”	-	BYLAWS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS FOR COHSTC CITY HOMES

THIS DECLARATION is made on the date first set below by STONECREST HOMES GA, LLC, a Georgia limited liability company (hereafter referred to as the "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of, or has the consent of the owner of, the real property described in Exhibit "A" attached hereto;

WHEREAS, Declarant intends to subject the real property described in Exhibit "A" attached hereto to the provisions of this Declaration to create a residential community and to provide for subjecting and annexing additional real property to the provisions of this Declaration; and

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

ARTICLE I. DEFINITIONS

1.1. Additional Property means the property described in Exhibit "B" attached hereto, which is incorporated herein by this reference.

1.2. Association means COHSTC City Homes Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

1.4. Builder means any Person which purchases one or more Lots for the purpose of constructing a Dwelling thereon for later sale to consumers in the ordinary course of such Person's business and is designated in writing by Declarant as a Builder. Declarant shall have the unilateral right, in its sole discretion, to revoke such designation at any time and from time to time.

1.5. Bylaws mean the Bylaws of COHSTC City Homes Community Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

1.6. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners, or land adjacent thereto which is intended for the common use and enjoyment of the Owners, including without limitation:

- a. any park, open space, mail kiosk, and subdivision entrance areas and monuments; and
- b. any parking space in the Community that has not been designated to the use of a specific Lot or Owner (until such time as accepted by a municipality or other government agency).

1.7. Community or COHSTC City Homes means all property subjected and annexed to this Declaration.

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

1.9. Declarant means Stonecrest Homes GA, LLC, a Georgia limited liability company, its successors or assigns; provided, however, any such successor or assign must be designated as the Declarant in a recorded document executed by the then current Declarant and filed in the Cherokee County, Georgia land records.

1.10. Declaration means this Declaration of Covenants, Conditions, Restrictions, and Easements for COHSTC City Homes.

1.11. Dwelling means the one single-family dwelling constructed or to be constructed on a Lot.

1.12. Effective Date of this Declaration means the date that this Declaration of Covenants, Conditions, Restrictions, and Easements for COHSTC City Homes is recorded in the Cherokee County, Georgia land records.

1.13. Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Article XV of this Declaration.

1.14. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Cherokee County, Georgia land records.

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

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

1.17. Occupant means any Person occupying a Lot for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.18. Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a Mortgage Holder.

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

1.20. Supplemental Declaration means an instrument recorded pursuant to Article III, Section 3.1 of this Declaration to annex and subject all or a portion of the Additional Property to the Declaration.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

2.1. Location and Description. The property subject to this Declaration is located in Land Lots 306 and 343 of the 15th District, 2nd Section, City of Holly Springs, Cherokee County, Georgia and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.2. Additional Property. All or a portion of the Additional Property may be annexed and subjected to this Declaration as set forth in Article III, Section 3.1 hereof.

ARTICLE III. DECLARANT RIGHTS

In addition to any other rights of the Declarant set forth in the Declaration or Bylaws, the Declarant reserves the rights included within this Article.

3.1. Annexation of Additional Property. Until all of the Additional Property described on Exhibit "B" has been annexed and subjected to this Declaration or twenty (20) years from the recording of this Declaration, whichever is first to occur, the Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." Such annexation shall be accomplished by recording a Supplemental

Declaration describing the property to be annexed. Such Supplemental Declaration shall not require the consent of the Lot Owners but shall require the consent of the owner of the property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant to acquire, annex, or develop any of the property described in Exhibit "B."

3.2. Construction, Marketing and Sales. Declarant and any Builder authorized by the Declarant may maintain and carry on without fee or charge upon the Common Property or any Lot owned by the Declarant such activities as, in the sole discretion of the Declarant, may be reasonably required, convenient, or incidental to the construction or improvement of the Lots or Common Property and the sale of the Lots, including, but not limited to, business offices, signs, model homes, construction trailers, and sales offices. In addition, if reasonably required, the Declarant and Builders may park vehicles in areas other than driveways or garages.

3.3. Board of Directors. The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. In the event the Declarant voluntarily surrenders the authority to appoint and remove the Association's directors and officers, the Declarant shall thereafter retain the right to veto any action of the Board of Directors until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use.

3.4. Amendments. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members.

3.5. Right to Notice of Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any Dwelling, structure, or improvement in the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given an opportunity to meet with the Owner of the property to discuss the Owner's concerns and conduct its own inspection. Declarant reserves the right for itself and others it may designate

to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Community, including the Lots and Common Property, and a perpetual easement of access through the Community for such purposes. No entry into a Dwelling shall be permitted without the expressed consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

3.6. Assignment and Termination of Declarant Rights. Any and all special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to any other Person, provided the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the then Declarant and duly recorded in the Cherokee County, Georgia land records. Any and all rights and obligations of Declarant set forth in this Declaration or the Bylaws may also be terminated in whole or in part by Declarant pursuant to a written instrument signed by Declarant and duly recorded in the Cherokee County, Georgia land records. The rights of the Declarant set forth in the Declaration and the Bylaws shall only terminate in accordance with the provisions the Declaration or Bylaws, and shall not terminate by operation of law or otherwise.

3.7. Conveyance of Common Property. Declarant and its designees may convey or transfer, from time to time, to the Association improved or unimproved real property, or interest in real property, located within the properties described in Exhibit "A" or "B," personal property, and leasehold and other property interests. Such property shall be accepted by the Association "as is" and thereafter shall be maintained by the Association at its expenses for the benefit of the Owners, subject to the terms of this Declaration and any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements to the property conveyed to the Association, including, without limitation, dredging or removing silt from lakes or ponds. Upon written request of Declarant, the Association shall reconvey to Declarant any portions of the Community originally conveyed by Declarant or its designee to the Association without cost, to the extent (i) conveyed by Declarant or its designee in error; (ii) needed by Declarant or its designees to make adjustments in property lines; or (iii) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Community.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full and such member's vote shall not be counted for any purpose.

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

ARTICLE V. ASSOCIATION RIGHTS AND RESTRICTIONS

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

(a) make and to enforce reasonable rules and regulations governing the use of the Lots and Common Property;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property;

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

(e) the right of the Board of Directors to convey all or any portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, such approval shall not be required for the Board to convey Common Property pursuant to Article III, Section 3.7 of this Declaration;

(f) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(g) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration;

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

(i) represent the Owners in dealing with governmental entities on matters related to the Common Property.

ARTICLE VI. ASSESSMENTS

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

6.2. Creation of the Lien and Personal Obligation for Assessments. Except as specifically provided herein, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges; (ii) special assessments pursuant to Section 6.7 of this Article; and (iii) specific assessments, including reasonable fines, pursuant to Section 6.3 of this Article.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment reasonable attorney fees actually incurred from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. Except as specifically

provided in Section 6.9 and Section 6.10 of this Article, no Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

6.3. Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots for which assessments have commenced. Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments against Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Directors shall have the power to levy specific assessments as follows:

(a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any Lot may be specifically assessed against such Lot, including, but not limited to, expenses and attorney's fees actually incurred by the Association in enforcing the Declaration, Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

(c) Other specific assessments, including fines, against an Owner and Owner's Lot deemed reasonable by the Board.

6.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held prior to the beginning of the new fiscal year and the consent of the Declarant so long as the Declarant owns any Lot. Said meeting may be the annual meeting of the members if the annual meeting is held prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws.

If either (1) the membership and Declarant disapprove the budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days notice to the members, may increase the annual assessment during such fiscal year to cover the shortfall.

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

6.6. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

6.7. Special Assessments. The Board may levy a special assessment against all Lots for which assessments have commenced to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied in one fiscal year to exceed the amount of the annual assessment in effect in such fiscal year must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least a majority of the total eligible votes of the Association and the consent of the Declarant so long as the Declarant owns any Lot. A special assessment may be required to be paid during the fiscal year, or alternatively, upon the approval of the Board of Directors, may be paid over a set number of years.

6.8. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot to any Person other than Declarant or a Builder, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be set by the Board of Directors at any time during the year in which this Declaration is recorded. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year. The initiation fee shall not be deemed to be an advance payment

of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

6.9. Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date of the first conveyance of ownership of such Lot for which a certificate of occupancy has been issued to any Person not constituting Declarant or a Builder, or the actual occupancy for residential purposes of the Lot for which a certificate of occupancy has been issued, whichever is first to occur. The use of a Lot as a model home by Declarant or a Builder shall not constitute occupancy for residential purposes.

6.10. Declarant's and Builders' Obligation for Assessment. Declarant and Builders shall not be liable for the payment of any assessments, including annual, special or specific assessments, on their unsold Lots. However, Declarant may, but shall not be obligated to, elect to contribute to the Association on an annual basis the difference between the amount of assessments levied on the Lots subject to assessments and the amount of the Association's actual expenditures during the fiscal year (a "Subsidy"). Any Subsidy may be treated, in the Declarant's sole discretion, as either a voluntary contribution or a loan from the Declarant to the Association. Notwithstanding any language to the contrary herein or the Bylaws, any loan from Declarant to the Association shall not require the approval of the members of the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of the Declarant. The execution by the Board of such promissory note or notes from the Association in favor of the Declarant shall not constitute a conflicting interest transaction. The payment of a Subsidy in any fiscal year shall under no circumstances obligate Declarant to continue payment of a Subsidy in future years.

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

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

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

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

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

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

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, shall have the right to suspend utilities or other services to the Lot paid for as a common expense by the Association, if any. Any costs incurred by the Association in discontinuing and/or reconnecting any service, including reasonable attorney's fees actually incurred, shall be an assessment against the Lot. The utilities or other services shall not be required to be restored until all amounts owed by the Owner have paid in full and the expenses to disconnect and/or reconnect the utilities or other services have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services.

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

prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VII. ARCHITECTURAL CONTROLS

7.1. Architectural Standards. No Owner, Occupant, or any other Person, except the Declarant, may make any exterior change, alteration, modification (including exterior painting), or construction on a Lot or the Common Property, nor erect, place or post any thing or object which may affect the appearance of a Lot or the Common Property (including, but not limited to, any fence, playground equipment, light (except for reasonable seasonal decorative lights, as determined in the sole discretion of the Board, displayed on the Owner's Lot or Dwelling between October 1 and January 15), basketball goal, storm door, exterior sculpture, or fountain), nor place any object in any window which is visible from the exterior of a Dwelling, without first obtaining the written approval of the Architectural Control Committee ("ACC").

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or design standards which may be adopted by the ACC, (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding dwellings, structures and topography, and (5) any other matter deemed to be relevant or appropriate by the ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. If the ACC fails to approve, conditionally approve, or to disapprove such application within forty-five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

The ACC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans. The ACC may publish design standards for exterior alterations or additions (the "Design Standards"), and any request in compliance therewith shall be approved.

This Article, including, but not limited to, the requirement to obtain ACC approval, shall not apply to the activities of the Declarant, including, but not limited to, any activity performed by or on behalf of the Declarant.

7.2. Architectural Control Committee.

(1) Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting Declarant or a Builder for residential use, the Declarant shall be the sole member of the ACC and shall have the exclusive authority to administer and enforce architectural controls under this Article. Declarant's rights under this Article may be assigned in whole or in part. The Declarant shall further have the right, but not the obligation, to establish subcommittees to exercise any right granted to Declarant hereunder.

(2) Upon the expiration of Declarant's authority to control architectural review for the Community, the Board of Directors shall appoint the members of the ACC. The ACC shall thereafter constitute a standing committee of the Association, and the ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which an application has been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not the submitted application is approved by the ACC, and the ACC may require payment of all such costs prior to approval of the application. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder. At any time during the review process, so long as the Declarant or a Builder owns any property described in Exhibit "A" or has the unilateral right to annex Additional Property to this Declaration, the Declarant shall have the power to veto any decision taken by the ACC.

7.3. Appeal. In the event the ACC disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. Such appeal must be in writing, contain all information the Owner would like the Board to consider, and be mailed to the Association by certified mail, return receipt requested. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner. If the Board fails to render a decision on such appeal within thirty (30) days after the appeal and such information as the Board may reasonably require shall have been received, the ACC's decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the appeal of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the

ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate.

All decisions of the Declarant-controlled ACC shall be final, and there shall be no appeals of decisions of the Declarant-controlled ACC.

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

7.5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly. The approval of the Declarant, the Board or the ACC of any proposals, plans, and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Declarant, the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to

any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

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

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees actually incurred, may be assessed against such Lot. Furthermore, the Board shall have the authority to record in the Cherokee County, Georgia land records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in this Declaration.

7.7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within ninety (90) days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within ninety (90) days of commencement. If the work is not completed within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for completing the work. This Section shall not apply to any construction or modification performed by or on the behalf of the Declarant.

7.8. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board. It is the responsibility of every Owner of a Lot to determine for himself or herself what architectural modifications have been made to his or her Lot by any predecessor-in-interest. In the discretion of the Board, an Owner may be made to verify such condition of approval

by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

ARTICLE VIII. USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

8.1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a Dwelling on a Lot may conduct such ancillary business activities within that Dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article. Further, the activities of the Declarant or any Builder, or any Person acting on behalf of Declarant or any Builder, shall not be subject to this Section.

8.2. Number of Occupants.

(a) The maximum number of occupants in a Dwelling on a Lot shall be limited to two (2) people per bedroom in the Dwelling as originally constructed. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

(b) If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the Dwelling on the Lot. The designated person(s) to occupy the Dwelling may not be changed, added to, or modified more frequently than once every twenty-four (24) months without the written approval of the Board of Directors, who may deny such request in its sole discretion.

8.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot at any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot and such other reasonable rules governing the parking of vehicles within the Community, including guest parking. Vehicles may only be parked in garages, driveways or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, or street; provided, however, the Board shall be authorized, but not required, to adopt rules and regulations permitting temporary parking of vehicles on the street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Vehicles shall not be parked in a driveway unless and until the maximum number of vehicles are parked in the garage.

Disabled and stored vehicles are prohibited from being parked in the Community except in garages. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas

designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot or the Common Property during normal business hours for the purpose of serving the Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on a Lot or the Common Property overnight or for any purpose except serving a Lot or the Common Property.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing or booting. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or Dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

The activities of the Declarant or any Builder, or any Person acting on behalf of Declarant or any Builder, shall not be subject to this Section.

8.4. Animals. No Owner or Occupant may keep any animal other than a reasonable number of generally recognized household pets on any portion of the Community. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. No structure for the care, housing, or confinement of any animal shall be constructed or maintained on a Lot without prior written ACC approval.

Feces left by animal on the Common Property, on any Lot, or in any Dwelling, including the pet owner's Lot or Dwelling, or anywhere in the Community must be removed promptly by the owner of the animal or the person responsible for the animal. Fines may be imposed to enforce this provision.

No potbellied pigs, chickens, or livestock may be brought into or kept in the Community at any time. No animal determined in the sole discretion of the Board to be a dangerous animal may be brought into or kept in the Community at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any animal which endangers the health or safety of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Community upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the animal and/or obtain a court order requiring the Owner or Occupant to do so. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the animal's owner. The Association shall have no obligation to remove or cause to be removed any animal from the Community.

ANY OWNER OR OCCUPANT WHO KEEPS OR MAINTAINS ANY ANIMAL ON ANY PORTION OF THE COMMUNITY SHALL BE DEEMED TO HAVE INDEMNIFIED AND AGREED TO HOLD THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AND AGENTS FREE AND HARMLESS FROM ANY LOSS, CLAIM OR LIABILITY OF ANY KIND OR CHARACTER WHATEVER ARISING BY REASON OF KEEPING OR MAINTAINING SUCH ANIMAL WITHIN THE COMMUNITY.

8.5. Fences. No chain link fence or cyclone fences may be placed in the Community, except by the Declarant or a Builder. All fences, except those installed by or on behalf of the Declarant or the Association, must first be approved by the ACC before the commencement of any installation of the fence. The ACC shall have the authority to approve, conditionally approve, or disapprove such Owner's request for any reason, including, but not limited to, aesthetic considerations, the location of the fence to surrounding dwellings, structures, or topography, and any other matter deemed to be relevant or appropriate by the ACC. All Owners understand and agree that certain Owners' request may be approved and certain Owners' request may be denied based upon these considerations, and no Owner or other Person may bring any action against the Declarant, the Association, the Board, the ACC, or any director, officer, employee, agent, or member thereof relating directly or indirectly to the approval or disapproval of such a request.

8.6. Window Treatments. Unless otherwise approved in writing by the Board and except for Lots owned by Declarant or a Builder, all windows in a Dwelling that face toward the street, except foyer or architectural windows, shall have window treatments, and any portion of any window treatment in a Dwelling that is visible from outside of the Dwelling shall be white or off-white in color. The ACC is authorized to adopt guidelines for additional permissible window treatments, including, but not limited to, window treatments made of wood. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in any way used as window treatments.

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed to the rear of the Lot in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

8.8. Abandoned Personal Property. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. Neither the Declarant, the Association, nor any director, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal and/or discard of the personal property after such twenty-four (24) hour period.

8.9. Use of Common Property. There shall be no obstruction of the Common Property, nor shall any vehicle or anything else be kept, parked or stored on the streets and drives within the Community without prior approval of the Board. No Owner or other Person shall make any modification to or alteration of the Common Property without the prior written approval of the Board.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. The Board is authorized to charge a fee in an amount to be determined by the Board to the Owner for such reservation. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Declarant, the Association, nor any director, officer or agent thereof shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Declarant, the Association, or their respective agents or employees.

The activities of the Declarant, a Builder, and/or the Association, or any Person acting on behalf of the Declarant, a Builder, and/or the Association, shall not be subject to this Section.

8.10. Prohibition of Nuisance and Noise. Noxious, destructive, offensive, or unsanitary activity shall not be carried on within the Community. No Lot Owner or Occupant may use or allow the use of the Lot or any portion of the Community at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television if such conduct can be heard in the normal course of activities in any other Dwelling;

(b) Any fighting, raucous behavior, or insobriety if such conduct can be heard in any other Dwelling;

(c) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations at any time if such sounds can be heard or vibrations felt in the normal course of activities in any other Dwelling;

(d) Any threatening or intimidating conduct towards any resident, guest, or pet in the Community;

(e) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property or which creates any threat to health or safety of any other resident or pet;

(f) Any excessively loud play or playground activities at any time if such conduct can be heard in the normal course of activities in any other Dwelling;

(g) Any consistent dog barking that can be heard in the normal course of activities in any other Dwelling;

(h) Any conduct which creates any noxious or offensive odor at any time if such odors can be detected in the normal course of activities in any other Dwelling;

(i) Any similar action or activity which interferes with the peaceful use and enjoyment of other Lots or the Common Property by any Owner, member of the Owner's family, guests, invitees, or Occupants; or

(j) Any construction or similar activities, other than construction activities of or on behalf of the Declarant or a Builder, which can be heard in other Dwellings outside the hours of 7:30 a.m. and 7:30 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. Saturday.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section, the Board may, in its discretion, elect that the Association not intervene or enforce this Section. No claim for any loss, damage or otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section.

8.11. Firearms and Fireworks. The display or discharge of firearms within the Community is prohibited; provided, however, that the display or discharge of lawful firearms within the Community is permitted by law enforcement officers. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. The use of fireworks within the Community is prohibited. The term "fireworks" shall include those items as listed in Georgia Code Section 25-10-1. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

8.12. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior approval of the Board or its designee, except that two (2) professional security signs not to exceed ten inches (10") by ten inches (10") each in size may be displayed on a Lot or from within a Dwelling on a Lot and one (1) professionally lettered "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed on a Lot or from within a Dwelling on a Lot being offered for sale. The Board shall have the right to erect reasonable and appropriate signs on the Common Property on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. No "For Lease" sign or political sign shall be allowed on a Lot or within a Dwelling which is visible from the exterior of the Dwelling without the approval of the Board. No "For Sale" signs or directional signs shall be permitted on the Common Property without the approval of the Board. This Section shall not apply to the Declarant or its agents or designees.

8.13. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot, Dwelling, and Common Property, and shall not be allowed to accumulate on a Lot, the Common Property, or in a Dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. Trash cans shall only be brought to the curb the night prior to day for trash collection, and shall be removed from the curb no later than the night of trash collection. At all other times, trash cans shall be stored in the garage or

such other areas as may be designated by the Board. The Board may establish additional rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. No organic material shall be buried anywhere in the Community. Further, reasonable decorations, in the Board's sole discretion, shall be permitted outside of a dwelling, subject to such rules and regulations, if any, adopted by the Board. This Section shall not apply to the Declarant, or its agents or designees.

The Association shall have the right, but not the obligation, to designate and contract with a private trash removal company on behalf of all Owners and Occupants in the Community to pick up all usual and customary household trash and recycling on a regular basis. In the event the Association enters into a contract with a private trash removal company as provided above, all charges for usual and customary trash collection and recycling shall be assessed to each Lot equally as part of the annual assessment in accordance with Article VI hereof. If an Owner, for any reason, refuses trash collection and recycling service provided by the Association, such Owner shall nevertheless be obligated to pay the full amount of the annual assessment. Removal of normal household trash and recycling will be covered by such contract.

Should there be a need for extraordinary pick-ups at an Owner's Lot, including, without limitation, removal of used appliances or other large, bulk items, and such additional charges are incurred by the Association, the Association may specifically assess the Owner these charges and collect as provided for herein for the collection of assessments.

All community trash removal and recycling shall be subject to such reasonable rules and regulations as the Board of Directors may adopt, including without limitation, the designation of a particular trash pick-up day throughout all or a portion of the Community.

8.14. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in a Dwelling or garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a Dwelling. Woodpiles should not be visible from the street. The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the placement of items outside of a Dwelling. This Section shall not apply to the Declarant, or its agents or designees.

8.15. Impairment of Dwellings and Easements. An Owner shall not undertake any act or work that will impair the structural soundness or integrity of a Dwelling or impair any easement, nor do any act nor allow any condition to exist which will adversely affect other Lots or their Owners or Occupants.

8.16. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken, except construction activities undertaken by or on behalf of Declarant.

8.17. Window Air Conditioners. No air conditioning unit shall be installed in any window of any Dwelling.

8.18. Property Identification Markers. The Declarant and the ACC shall have the right to approve the location, color, size, design, lettering and all other particulars of property identification markers.

8.19. Subdivision of Lots. No Lot may be subdivided into a smaller Lot without the written consent of the Declarant.

8.20. Garage Sale. No garage sale, yard sale, or similar activity shall be conducted in the Community without prior approval of the Board. The Board may additionally permit Community garage sale or yard sale days.

8.21. Easements. All property subjected to this Declaration shall be subject to those easements, if any, set forth on any recorded plat thereof.

ARTICLE IX. LEASING

9.1. Definition. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence.

9.2. Leasing Provisions. Leasing of Lots shall be governed by the following provisions:

(a) Notice. At least fifteen (15) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year unless otherwise approved in writing by the Board. Short-term rentals, transient tenants, and any other service utilized to temporarily rent or lease Lots as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited. Such prohibition applies whether or not the Owner resides at the Lot. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and Association rules and regulations.

(c) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of “leasing” stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(i) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee’s activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Additionally, when a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee’s obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board’s demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney’s fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests

in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(iii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities, if any; provided, however, the Owner shall retain the right to use the Common Property for ingress and egress to and from the Owner's Lot.

9.3. Leasing Administration Fee. The leasing of Lots in the Community creates administrative burdens for the Association, including, but not limited to, updating the Association's records and ensuring compliance with this Article. Any Owner who leases a Lot will be required to pay the Association an annual Leasing Administration Fee. The initial Leasing Administration Fee shall be one hundred and fifty dollars (\$150.00) per year. The Board of Directors, in its sole discretion, and from time to time, may increase or decrease the annual Leasing Administration Fee.

9.4. Applicability of this Article. This Article shall not apply to any leasing transaction entered into by or on behalf of the Declarant or the Association.

ARTICLE X. MAINTENANCE RESPONSIBILITY

10.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, paving, mail kiosk, and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall maintain the detention/retention ponds and entry areas that serve the Community; provided, however, in the event the Association enters into a cost-sharing agreement or other agreement with another Person relating to the detention/retention ponds, such detention/retention ponds shall be maintained pursuant to the terms of such agreement. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

The Association shall also maintain and keep in good repair all landscaping installed by or on behalf of the Declarant or the Association within the Community, whether located on a Lot or Common Property, which shall consist of and be limited to: (i) mowing, edging, weeding, trimming, and keeping any planting beds in good condition and free of weeds; (ii) watering of all landscaping and paying for all costs connected therewith; (iii) maintaining any irrigation system and all components of same; (iv) replacement of any dead vegetation; (v) replacement of pine straw/ground cover on a schedule as determined by the Board; and (vi) the adjustment and setting of the irrigation system and its automatic timers. Notwithstanding the foregoing, in the event a fence is installed on an Owner's Lot, the Owner of such Lot shall be responsible for the maintenance of all landscaping located within the enclosed area; provided, however, the Association may maintain the landscaping located within such enclosed areas if the Board determines that it would be in the best interest of the Association and Community to do so, and in such event, the Owner shall provide the Association with access to such enclosed area(s).

The Association's maintenance shall specifically exclude the following, all of which shall be the responsibility of the Owner: (i) driveways, walkways, and front walks providing access to a Dwelling or Lot; (ii) landscaping within any patio, planter, or courtyard, if any; (iii) all portions of the heating and air conditioning system serving the Dwelling, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Lot; (iv) any pipe, line, conduit, structure, or other apparatus serving only one (1) Lot, whether or not located on the Owner's Lot; (v) utility boxes serving an Owner's Lot and Dwelling; (vi) any landscaping located within any fenced area on a Lot, unless assumed by the Association as provided above; (vii) any additional landscaping installed by or on behalf of an Owner; and (viii)

tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot.

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

The Association, acting through the Board, may, but shall have no obligation to, make improvements, changes and/or alterations to the Common Property and exterior portions of the Dwellings and Lots. This includes, but is not limited to, changing exterior paint colors, removal and/or addition of landscaping and hardscape, addition of parking areas, and changing of the topography of the Lots.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

If the Board determines that the need for maintenance or repair is in those portions of the Community for which the Association is obligated to maintain and is caused through the actions or inactions of any Owner or Occupant, or his or her family, guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner's Lot.

10.2. Owner's Responsibility. Except as specifically provided in Section 10.1 above, each Owner shall maintain and keep in good repair, condition, and order the Owner's Lot, the Dwelling located on such Owner's Lot, and all structures located on such Owner's Lot. Without limiting the generality of the foregoing, each Owner is specifically responsible for: Without limiting the generality of the foregoing, each Owner is specifically responsible for: (i) the roof of the Owner's Dwelling, which shall include the shingles, flashing, felt, roof decking and trusses; (ii) gutters and downspouts serving the Owner's Dwelling; (iii) all portions of any balcony, deck, porch, stoop, or patio serving the Owner's Dwelling, including surfaces, railings, steps, stairs, supports, and structures of same, and all dividing fences or structures between any balcony, deck, porch, or patio; (iv) all exterior surfaces of the Owner's Dwelling, including any siding, brick, and trim; (v) all windows, window cases, window frames, window sills, glass surfaces, hardware, and caulking; (vi) all doors, garage doors, doorframes, glass surfaces, and hardware; (vii) shutters,

columns, and pediments; (viii) driveways, walkways, and front walks providing access to a Dwelling or Lot; (ix) landscaping within any patio, planter, or courtyard, if any; (x) all portions of the heating and air conditioning system serving the Dwelling or Lot, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Lot; (xi) any pipe, line, conduit, or other apparatus serving only one (1) Lot, whether or not located on the Owner's Lot; (xii) utility boxes serving an Owner's Lot and Dwelling; (xiii) any landscaping located within any fenced area on a Lot, unless assumed by the Association as provided in Section 10.1 above; (xiv) any additional landscaping installed by or on behalf of an Owner; (xv) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot; and (xvi) foundations and footings of the Dwelling located on a Lot, including waterproofing.

Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of this Declaration, including, but not limited to, Article VII of this Declaration. Each Owner shall also have the obligation to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible to maintain, repair, and/or replace.

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

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

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

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

The Board may alternatively enforce this Article through monetary fines against the Owner or Occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

10.4. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Common Property and any other property within the Community which the Association is responsible to maintain hereunder, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

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

10.5. LIMITATION OF LIABILITY. THE ASSOCIATION SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO PERSON OR PROPERTY CAUSED BY THE ELEMENTS OR BY THE OWNER OF ANY LOT, OR ANY OTHER PERSON, OR RESULTING FROM ANY UTILITY, RAIN, SNOW OR ICE WHICH MAY LEAK OR FLOW FROM ANY PORTION OF THE COMMUNITY OR FROM ANY PIPE, DRAIN, CONDUIT, APPLIANCE OR EQUIPMENT. THE ASSOCIATION SHALL NOT BE LIABLE TO THE OWNER OF ANY LOT OR SUCH OWNER'S OCCUPANT, GUEST, OR FAMILY, FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY WHICH MAY BE STORED IN OR UPON ANY OF PORTION OF THE COMMUNITY. THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER, OR ANY OWNER'S OCCUPANT, GUEST OR FAMILY FOR ANY DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES

UNDER THIS ARTICLE WHERE SUCH DAMAGE OR INJURY IS NOT A FORESEEABLE, NATURAL RESULT OF THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES. NO DIMINUTION OR ABATEMENT OF ASSESSMENTS SHALL BE CLAIMED OR ALLOWED BY REASON OF ANY ALLEGED FAILURE OF THE ASSOCIATION TO TAKE SOME ACTION OR PERFORM SOME FUNCTION REQUIRED TO BE TAKEN OR PERFORMED BY THE ASSOCIATION UNDER THIS DECLARATION, OR FOR INCONVENIENCE OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS WHICH ARE THE RESPONSIBILITY OF THE ASSOCIATION, OR FROM ANY ACTION TAKEN BY THE ASSOCIATION TO COMPLY WITH ANY LAW, ORDINANCE, OR WITH ANY ORDER OR DIRECTIVE OF ANY MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

ARTICLE XI. EASEMENTS

11.1. Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Association, acting through the Board, to make and to enforce reasonable rules and regulations governing the use of the Common Property and the Lots;

(c) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association;

(d) the right of the Association to suspend the right of an Owner to use the Common Property, for any period during which any assessment against the Owner or Owner's Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations, and to suspend vehicular access privileges;

(e) the right of the Association to borrow money as may be set forth in this Declaration and the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Property shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Lot or Lot Owner;

(f) the right of the Association to grant permits, licenses, or easements across the Common Property;

(g) the right of the Association to entered into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable

(h) the right of the Association to entered into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable; and

(i) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, such approval shall not be required for the Board to convey Common Property pursuant to Article III, Section 3.7 of this Declaration.

Any Lot Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants if the Owner's Lot is leased; provided, however, the Owner shall retain such rights necessary for ingress and egress to and from the Owner's Lot and Dwelling.

11.2. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

11.3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Community. It shall be expressly permissible for the Declarant or the Association to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or

the Board on behalf of the Association shall have the right to grant such easement. Nothing contained in this Section shall require or obligate the Declarant or the Association to maintain such easement areas, or any facilities or improvements located therein or thereon.

11.4. Easement for Entry. The Association shall have an easement to enter onto any Lot and Dwelling for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant; provided, however, no notice to the Owner or Occupant shall be required for the Association to perform its maintenance obligations as set forth in this Declaration. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. Nothing contained in this Section shall require the Association to enter onto any Lot or Dwelling for emergency, security, safety, or for other purposes.

11.5. Easement for Construction and Sales. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, and so long as Declarant has the right to unilaterally annex additional property to this Declaration, the Declarant reserves an easement across the Community for Declarant and any approved Builder by Declarant to maintain and carry on development activities upon such portion of the Community as Declarant may reasonably deem necessary. This easement shall include an easement for such facilities and activities which in the sole opinion of Declarant may be required, convenient, or incidental to the development, construction, and sales activities related to the property in or near the Community. This easement shall include, without limitation, the following:

(a) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as upon any Lot in the Community;

(b) The right to tie into any portion of the Community with driveways, parking areas, roads, and walkways;

(c) The right to tie into or otherwise connect and use (without a tap-on or other fee for doing so), replace, relocate, maintain, and repair any device which provides utility or similar services;

(d) The right to place directional or marketing signs on any portion of the Community, including upon any Lot or the Common Property;

(e) The right to alter drainage and water flow across any property in the Community, including the Lots; and

(f) The right to construct and operate business offices, signs, construction trailers, model homes, and sales offices incidental to its construction, development and sales activities.

The Declarant and Builders shall not be required to obtain the approval or consent of the Association, the Board, the ACC, or any director, officer, or member of same, to exercise any right granted to it pursuant to this Section. Further, Declarant shall have the unilateral right, but not the obligation, to record a separate document or record and/or amend any plat for the Community reflecting the establishment of any of the above easements.

11.6. Easement for Entrance Sign and Landscaping. The Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, the Community sign, fencing and landscaping, are located. Such entrance features shall remain the personal property of the Association. The Association shall be solely liable for the maintenance, repair and/or replacement of the entrance features, fencing, landscaping, and annual flowers. The Association shall additionally have an easement for the installation and maintenance of utility and water lines across the Lot to the entrance features.

11.7. Fence Easement. Declarant hereby reserves an easement to itself and the Association across any Lot which borders the perimeter of the Community and any Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligations; provided, however, the Declarant or the Association may, but is not obligated to, repair and maintain any fence installed by or on behalf of the Declarant. Nothing contained in this Section shall require the Declarant or the Association to install any fence.

11.8. Drainage Easement. Declarant, Builders, and the Association shall have an easement across the Community for the purpose of altering drainage and water flow across any property in the Community, including the Lots. This right shall include altering swales, installing drains, drainage ditches, pipes, inlets, and altering, channeling, or piping water flow. Rights exercised pursuant to this easement shall be exercised with a minimum interference to the quiet enjoyment of affected properties. Except as may be specifically set forth in this Declaration, neither the Declarant, Builders, nor the Association shall have any obligation to maintain such drainage easements or any obligation to alter swales, install drains, drainage ditches, pipes, inlets, or alter, channel, or pipe water flow.

ARTICLE XII. SALE OF LOTS

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

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

ARTICLE XIII. INSURANCE

13.1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

13.2. Liability Insurance and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

13.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

13.4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

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

(b) All policies on the Common Property shall be for the benefit of the Association and its members.

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

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

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

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

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

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

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

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

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

13.5. Individual Lot Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Lot, and all structures constructed thereon meeting the same requirements as set forth in this Article for insurance on the Common Property obtained by the Association. Upon request by

the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. The Association may in addition, or in the alternative, impose a monetary fine to enforce this provision. Nothing contained in this Section shall require the Association to purchase insurance on behalf of the Owner.

Each Owner further covenants and agrees that, in the event of damage and destruction of structures on his or her Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

ARTICLE XIV. REPAIR AND RECONSTRUCTION

14.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Lot Owners vote not to proceed with the reconstruction and repair of the all or any portion of the Common Property, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

14.2. Cost Estimates. As soon as reasonably practical after a fire or other casualty causing damage to the Common Property insured by the Association, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

14.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.7 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

ARTICLE XV. MORTGAGEE'S RIGHTS

15.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which

became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

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

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

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

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

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

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

ARTICLE XVI. AMENDMENTS

16.1. General. Subject to Section 16.2 of this Article, this Declaration may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of members of the Association representing at least two-thirds (2/3) of the total eligible votes in the Association. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment

shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records.

16.2. Approval of Declarant. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration for any purpose from time to time without the approval of the Association members.

16.3. Georgia Property Owners' Association Act. The majority of the Board of Directors, without the approval of the Association members, may record an amendment to submit the Declaration to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*; provided, however, such amendment must be approved by the Declarant, if the Declarant or any Builder owns any Lot subject to this Declaration.

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

ARTICLE XVII. GENERAL PROVISIONS

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

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of the Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however,

an Owner's right to use the Common Property shall automatically be suspended without notice during any period in which an Owner is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the Common Property until the Owner's account balance has been paid in full.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the Owner or Occupant's right to request a hearing before the Board to challenge the fine and/or suspension. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant. In the event an Owner or Occupant violates the same provision of the Declaration or Bylaws or any Association rule and regulation within six (6) months from the date of the notice, the Board may impose the fines and/or other sanction provided in the notice without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension. The Board of Directors may, but shall not be required to, suspend the fines and/or suspension until the date of the hearing.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended. The Board shall also have the right to suspend a member's right to vote for a reasonable period of time for any violation of the Declaration, Bylaws, or rules and regulations.

(c) Abatement and Self-Help. The Board or its designee may enter upon a Lot to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or

Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Lot subject to the violation.

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

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

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

17.2. Duration. The covenants, conditions, restrictions, and easements within this Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

17.3. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE COMMUNITY; HOWEVER, EACH OWNER AND OCCUPANT, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE COMMUNITY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON

AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH LOT OWNER.

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

17.4. Dispute Resolution. Any Lot Owner or Occupant must give written notice to the Declarant, Builder, or Board requesting a hearing with the Declarant, Builder, or Board and attend such hearing to discuss amicable resolution of any dispute against the Declarant, Builder, or Association, respectively, before that Owner or Occupant files any lawsuit against the Declarant, Builder, the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Declarant, Builder, or Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Declarant, Builder, or the Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Declarant, Builder, or Association shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing. Alternatively, the Declarant, Builder, or Board may notify the Owner or Occupant that it is waiving the requirement of the Owner or Occupant to request and attend the hearing with the Declarant, Builder, or the Board.

17.5. No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or handicap.

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

general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

17.7. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

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

17.9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

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

17.11. Preparer. This Declaration was prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal this 11th day of September, 20 23

DECLARANT:

STONECREST HOMES GA, LLC
a Georgia limited liability company

By: CDH (Seal)

Name: Charles D. Heizer Jr.

Its: Manager

Signed, sealed and delivered
in the presence of

Witness: [Signature]

Kathy Coburn
Notary Public

Kathy Coburn
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 01/22/2024

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Name: _____

Witness: _____

Its: _____

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

THE CITY OF HOLLY SPRINGS,
GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Name: Steven W. Miller

Witness: _____

Its: Mayor

Notary Public



September 12, 2023

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs, P.O. Box 990
Holly Springs, GA 30142

via email: rlogan@hollyspringsga.us
770-721-7501 o | 770-825-3494 c

**Re: Professional Interior Design and AE Support Services for a new
City Hall at Holly Springs Town Center, Georgia**

Dear Rob:

CPL is pleased to present our proposal for the following tasks to support the delivery of the new City Hall at Holly Springs Town Center as follows:

Interior Design Services

1. CPL will hold a review meeting for initial kickoff and visioning.
2. CPL will prepare finish options for Owner review and hold a meeting to see samples in person.
3. CPL will prepare Construction Documents that include the following:
 - a. Finish Plan & Schedule
 - b. Finish Specifications
 - c. Millwork Drawings to include enlarged plans, elevations, and sections.
 - d. Reflected Ceiling Plans & Ceiling Details
 - e. Restroom Elevations
4. CPL will coordinate with the architects and engineers of record on:
 - a. Specialty lighting selections for the Council Chamber
 - b. Railing design at Council Chamber (inspiration imagery for Architect's use)
 - c. Review of plumbing fixture styles and colors
5. CPL will hold a final review meeting, in person, with an in-depth review of all Interior Design Drawings.
6. For Construction Administration, CPL will review submittals. One site visit and a punch list are included in our proposal.

FF&E Packages

1. For the Furniture Package, CPL will:
 - a. Hold a furniture kick-off meeting, followed by preparing a furniture layout and a preliminary furniture budget.
 - b. Prepare basis-of-design furniture options for each space in the facility. A virtual review meeting to review the options will be held prior to issuing the bid package.
 - c. Prepare a full bid package to send to three furniture dealerships for pricing. We will hold a review meeting after the bids are received and determine which vendor will be awarded the bid.



- d. Work with the selected vendor to finalize the furniture package, including fabric and finish selections. We will schedule a review meeting with the Owner to review final selections and make adjustments.
 - e. Review the final quote for approval prior to Owner placing the furniture order.
 - f. Perform a punch list after installation and coordinate with vendor on any outstanding items that need to be corrected.
2. For the Interior Signage Package, CPL will:
 - a. Prepare a signage plan and signage elevations.
 - b. Recommend and design wayfinding signage.
 - c. Review the final package with the Owner.

Cost Estimating

1. Using documents provided by the City or City representative, CPL will provide a comprehensive estimate of probable construction cost for the City Hall building.
2. Grading, Site Improvements, and Utilities are specifically excluded from the analysis. Documents currently define the site as “Pad Ready” for construction to start. Should additional information defining the limits of the Site Improvements, an additional proposal will be submitted for those scopes of work.

PEER Review

1. Using documents provided by the City or City representative, CPL will perform a PEER review of the City Hall building documents for general Code compliance and constructability.

We appreciate the opportunity to continue our relationship with the City of Holly Springs. Please let us know if you have any questions or need any additional information.

Sincerely,
CPL

A handwritten signature in blue ink, appearing to read 'K. Scott Gordon'.

K. Scott Gordon, AIA, NCARB, LEEDap
Vice President; Georgia Community Practice Leader

Cc: Charles D. Heiser, Jr., Stonecrest Homes Atlanta, Inc.
Cheryl Graeb – CPL
File

Enclosures Exhibit A – Compensation
Exhibit B – Terms and Conditions
Exhibit C – CPL Standard Billing Rates | 2023



EXHIBIT A
COMPENSATION

Phase	Fee
Interior Design Services	\$ 61,750.00
FF&E	
Furniture Package	\$ 34,500.00
Interior Signage Package	\$ 11,750.00
Estimate of Probable Construction Cost	\$ 15,400.00
Peer Review	\$ 3,500.00

Reimbursable Expense Allowance *\$ 2,500.00*

Please consider all tasks and associated compensation estimates fully open to review, discussion, and adjustment to meet your goals, needs and budget expectations.

Steven W. Miller, Mayor

September 25, 2023

Date

Attest:

Karen Norred, City Clerk
(Seal)



EXHIBIT B TERMS AND CONDITIONS

1. **CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C (P.C)** dba **CPL** shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represent CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from CPL estimates.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, travel in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 10% or at a lump sum rate or as a lump sum as defined in the terms of the proposal.

7. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

8. This Agreement may be terminated by either party upon 7 days written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

9. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to the amount of the fees paid for professional services.

10. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

11. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

**EXHIBIT C****CPL STANDARD BILLING RATES | 2023**

Billing Role	Rate	Rate
Principal Architect	\$270.00	- \$306.00
Principal Engineer	\$270.00	- \$306.00
Principal Consultant	\$180.00	- \$204.00
Project Manager	\$180.00	- \$204.00
Senior Planner	\$165.00	- \$187.00
Senior Engineer MEP	\$165.00	- \$187.00
Landscape Architect	\$165.00	- \$187.00
Senior Engineer Civil/Structural	\$150.00	- \$170.00
Senior Interior Designer	\$150.00	- \$170.00
Planner	\$135.00	- \$153.00
Project Architect	\$135.00	- \$153.00
Project Engineer MEP	\$135.00	- \$153.00
Project Engineer Civil/Structural	\$120.00	- \$136.00
Resident Observer	\$120.00	- \$136.00
Interior Designer	\$105.00	- \$119.00
Junior Planner	\$90.00	- \$102.00
Junior Engineer	\$90.00	- \$102.00
Junior Draftsperson	\$90.00	- \$102.00
Clerical Administrative	\$75.00	- \$85.00
Municipal Services		
Building Plans Examiner	\$150.00	- \$170.00
Building Inspector	\$135.00	- \$153.00
Building Official	\$135.00	- \$153.00
Senior Code Enforcement Officer	\$120.00	- \$136.00
Soil and Erosion Control Supervisor	\$120.00	- \$136.00
Soil and Erosion Control Inspector	\$105.00	- \$119.00
Permit Technician	\$75.00	- \$85.00

Subconsultant(s) and Expenses at Cost + 10 %

Applies to approved requests for additional services.



CHANGE ORDER

JOB: COHS - Train DepotDATE: 9/19/2023ADDRESS: 164 Hickory RoadHolly Springs, GA 30115CUSTOMER: City of Holly Springs & D.D.A. of Holly SpringsPHONE: 770-721-7501EMAIL: rlogan@hollyspringsga.usCHANGE ORDER #: 1

CHANGES ADDED:

AMOUNT:

1.) Additional Siding Repairs - Due to Age/Rot	\$ 10,500.00
2.) Additonal Framing - Due to Age/Rot	\$ 4,650.00
3.) Add for Electrical work or Fire Exit Sign, Outlets, and Coach Lights	\$ 395.00
4.) Add for Interior Trim Material	\$ 1,250.00
5.) Add for Interior Trim Labor/Punchout	\$ 2,355.00
6.) Add for Interior Paint	\$ 925.00
7.) Management Fee Increase based on above Cost	\$ 5,019.00
8.)	
9.)	
10.)	
11.)	
12.)	
13.)	
14.)	
15.)	
16.)	
17.)	
18.)	
19.)	
20.)	

CHANGES ADDED TO TOTAL:

CHANGE ORDER FEE: (Non-refundable)

CHANGE ORDER DEPOSIT DUE NOW:

\$ 25,094.00

\$ -

\$ -

9/25/2023

Steven W. Miller, Mayor

Date


 Stonecrest Homes GA, LLC

Date

9/27/2023

Ollie Evans, Chairman - DDA

Date

RULE 15c2-12 CERTIFICATE OF THE CITY OF HOLLY SPRINGS, GEORGIA

The undersigned hereby certifies and represents that he is the duly appointed and acting Mayor of the City of Holly Springs, Georgia (the "City") and is authorized to execute and deliver this Certificate, and the undersigned further certifies on behalf of the City, as follows:

(1) This Certificate is delivered to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bonds, Series 2023 (the "Bonds").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof (the "Preliminary Official Statement"), setting forth, among other things, certain information concerning the Bonds, the City and the Agency.

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriters (if any) and other terms of the Bonds and any underlying obligations depending on such matters, all with respect to the Bonds and any underlying obligations.

(4) The information in the Preliminary Official Statement relating to the City is, except for the Permitted Omissions, final as of its date, and the information therein relating to the City is accurate and complete except for the Permitted Omissions.

(5) The City is not in default and has not been in default at any time, as to principal or interest, with respect to any obligation issued by the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed in its name and its seal to be affixed hereto as of September 14, 2023.

CITY OF HOLLY SPRINGS, GEORGIA

(SEAL)



By: _____

Mayor



COUNCIL AGENDA REPORT

FROM: Ron Carter, Information Technology Manager/Facilities Manager

CC: City Clerk
Public Information

SUBJECT: Public Works Build Out Project - Estimates

DATE: September 21, 2023

COUNCIL MEETING DATE: September 25, 2023

RECOMMENDATION

An evaluation of the estimates submitted for the City of Holly Springs Public Works Build Out Project has been completed. A thorough review has confirmed that each estimate met all the labor and material requirements for construction. The table below summarizes the estimates submitted.

	Contractors	Amount
1	Commercial Buildings & Doors, Inc.	\$ 21,450.00
2	Superior Acoustics, Inc.	\$ 21,910.00
3	B. L. Law Construction Company, Inc.	\$ 23,120.00

REPORT-IN-BRIEF

The Commercial Building & Doors, Inc. submitted the qualifying low estimate of \$21,450.00. The staff recommendation is to award the City of Holly Springs Public Works Build Out Project to Commercial Buildings & Doors, Inc. as they have met all the labor and material requirements for construction.

FISCAL IMPACT

SPLOST V

\$21,450.00

ATTACHMENTS

Estimates

Commercial Buildings& Doors, INC

5810 Powell Dr
Mableton, Ga 30126

Estimate

Date	Estimate #
8/31/2023	1654

Name / Address
City Of Holly Springs PO BOX 990 Holly Springs, Ga 30142

			Project
Description	Qty	Rate	Total
material and labor to furnish and install the office on the inside of the building . Load bearing walls 35/8 18 gauge studs 5/8 gyp bd r /13 insulation Non bearing walls 35/8 20 gauge studs 5/8 gyp bd r/13 insulation 5/8 bc plywood on warehouse side of office mezz framing 6 16 gauge studs 3/4 t&G plywood @ deck wood blocking 3ea Knock down metal frames metal doors and hardware. Acoustical Ceiling 2x2 ceiling 15/16 grid flat tile R/19 insulation above.		21,450.00	21,450.00
_____ Steven W. Miller, Mayor <u>September 25, 2023</u> Date Attest: _____ Karen Norred, City Clerk (Seal)			
Thank you for your business.		Total	\$21,450.00

Superior Acoustics, Inc.

1349 Old 41 Hwy • Suite 130 • Marietta Ga 30060 • Cell: 404-314-9718

PROPOSAL

Date: 09/12/23

Total: \$21,910.00

To: City of Holly Springs

Job Name: Public Works Building

Location: Holly Springs Ga

Labor & material to install @ the following:

Load bearing walls, 35/8 18 gauge studs, 5/8 gyp bd, R-13 insulation

Non load bearing walls, 35/8 20 gauge metal studs, 5/8 gyp bd, R-13 insulation

5/8 BC Plywood on warehouse side of offices

Mezz framing, 6" 16 gauge metal studs, 3/4 T & G Plywood @ deck

Wood blocking

Three knock down metal frames, metal doors & hardware

Sub-Total: \$20,398.00

Acoustical Ceiling:

2x2 ceiling, 15/16 grid, Flat Tile

R-19 insulation above ceiling

Sub-Total: \$1512.00

Total: \$21,910.00



B. L. Law Construction Company, Inc.

6704 Oak Ridge Commerce Way • Suite 300 • Austell, GA 30168 • Phone 770-941-8545 • Fax 770-941-9209
email-steve@bllawconstruction.com

September 16, 2023

Reference: Public Works Holly Springs GA

We are pleased to submit our proposal for the construction at the location above. Listed below are the items we have included:

Division 01 — General Requirements

1. Workers Compensation and General Liability insurance.
2. Sales tax, freight, and delivery charges.

Division 07 — Thermal and Moisture Protection

1. R-19 insulation above the interior acoustical ceiling.
2. Interior metal stud walls to be insulated with R-13 insulation.

Division 08 — Doors and Windows

Interior Doors

1. 3 ea. 3'-0" x 7'-0" hollow core metal doors with 16-gauge steel jambs, brushed chrome hinges, and lever handle locksets.

Division 09 — Finishes

Drywall & Ceilings

1. Load bearing Interior structure framing to be constructed of 3-5/8" 18-gauge metal studs.
2. None load bearing Interior framing be constructed of 3-5/8" 20-gauge metal studs.
3. Installing 5/8" BC plywood on shop side of walls.
4. Mezzanine framed with strural 6" metal studs 16-ga with 3/4" plywood decking.
5. Acoustical ceiling to be 2' x 2' 15/16" grid with flat ceiling tile.

Painting and Floor Covering

1. None included.

Division 15 — Mechanical

Plumbing

1. None Included,.

HVAC

1. None included.

Fire Systems

1. None included.

Division 16 — Electrical

1. None included.

Terms and Conditions

Work to be performed at regular business hours M-F 7am-5pm, no holidays unless agreed upon in writing.

We do not accept contracts with liquidated damages.

Cost Escalations: This Agreement is conditioned upon the ability of Contractor to complete Premises at present prices for material and at the existing scale of wages for labor. If Contractor is, at any time, or for any reason, unable to complete the above described premises at the present prices for material or at the existing scale of wages for labor, or if Contractor is unable to procure promptly as and when needed, labor and material required for construction as aforesaid, then and in such event, the Contract Sum, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in the price of an item of labor, material, equipment, or energy will be considered significant when the price of an item increases 2 percent between the date of this Agreement and the date of the applicable work. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of is delayed, through no fault of Contractor, as a result of the shortage or unavailability of the Contractor and sub-contractors shall not be liable for any additional costs or damages associated with such delay(s).

Retainage(s) are to be held on the material portion of this project Seller reserves the right to add (+) 2-1/2% of the material price to the total.

Price is based on job site being accessible for men, crane, and delivery, the ability to erect steel with a Lull type forklift on the building pad, and the ability to complete erection after a single "start-up". Connection bolts figured as "snug tight" per AISC specs. Unless noted above, all materials are guaranteed

September 16, 2023

Reference: Public Works Holly Springs GA

to be as specified and to be performed in accordance with drawings and specifications in a substantial workmanlike manner. Prices are subject to our review of complete and final plans and specifications.

Obstructions and Unforeseen Conditions:

Should Contractor encounter concealed, unusual, unexpected and/or unrecorded conditions either overhead or underground, including but not limited to utilities, tanks, rock, buried foundation or structure, underground water, unsuitable earth fill or buried trees or trash or abnormal soil conditions, Contractor shall notify Owner of conditions encountered. Owner shall instruct Contractor on how to proceed. The necessary work to overcome such conditions shall be performed by the Owner or the Contractor, and Owner will reimburse Contractor for the extra expense occasioned thereby. If utility lines are in such close proximity to the construction site as to interfere with the free and safe operation of construction equipment, Owner at its expense will arrange for the Utility Company to insulate, sheath, move, or take such other steps as are necessary to permit free and safe operation of the construction equipment in the performance of this agreement

Time: This proposal may be withdrawn by us if not accepted within 15 days. Quoted schedules are subject to change daily.

Legal: It is the intent that by referencing this proposal it becomes an integral part (legal and binding) with all other documents which will accurately define the scope of work to be performed.

Credits, Payment Terms: Invoice for completed work or stored materials due for payment within 10 days of submission of invoice. Sales or subject to the approval of our credit department. Initial terms of payment shall be as set forth on the face of the invoice. Remittance shall be as directed by Seller. Buyer agrees that payment to a bank or depository by Seller shall not constitute payment in full or a final settlement of Buyer's account until accepted as such by Seller notwithstanding any language to the contrary on Buyer's check, draft or other order. Any sums not paid when due shall accrue interest at a rate of eighteen percent (18%) per annum. The maximum lawful service charges are applicable to unpaid invoices from the due dates thereof. Buyer agrees to pay Seller's cost of collection, if any, on overdue invoices, including reasonable attorney's fees. Of the financial responsibility of Buyer is unsatisfactory to Seller's Credit Department, becomes impaired, or if Buyer fails to make payment in accordance with the terms of this contract, Seller may at its sole option defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller, or cash payment in advance of delivery, or Seller may terminate this contract, in which event all remaining unpaid amounts arising from this as well as any other contract(s) will immediately become due and payable. If any sums due hereunder or under any other agreement are collected by or through an attorney, in addition to the sum collected, Buyer agrees to pay Seller fifteen percent (15%) of the principal and interest due and owing as attorney's fees plus all cost of collection and enforcement of Seller's rights hereunder.

Cost:

Lump-Sum Total of Above Scope of Work = **\$23,120.00** to furnish all labor, material and taxes to complete the work as outlined above. The price is to be considered good for only thirty (15) days from the date shown on this proposal.

Authorized Agent:	

Print Name

Date:

Customer Purchase Order #: _____

Should you have any questions regarding the above or if we can be of any further assistance to you, please do not hesitate to call.

Respectfully submitted,

B. L. Law Construction Company, Inc.



Steven B. Law



Robert W. Monette, P.E.
President

August 25, 2023

Mr. Rob Logan, City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Subj: Contract Amendment

Dear Mr. Logan,

I am writing on behalf of Optech Monette, LLC to request the City's consideration to extend our current contract with the City to provide professional public works services. I have enclosed a proposed Amendment Three for our current contract and welcome your comments.

Please note the following:

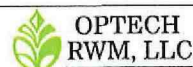
1. Optech proposes an annual cost for 2024 identical to the current year, 2023. We greatly appreciate our long-term relationship and want to see it continue. We recognize this is a difficult time for everyone with increasing fuel and insurance costs along with other economic challenges. We hope freezing our costs will be a help to the City's challenges with budgetary control in the year ahead.
2. As previously agreed, Optech will be providing for the Vehicles (3) and paying all related costs, per Amendment Two in 2022. The annual Vehicle cost (capital cost, fuel, insurance, maintenance, etc.) is now included in the total Annual fee proposed.
3. Optech has limited the annual cost increases to a maximum of 1.5% per year for years 2025-2027.
4. As you requested, we have included a clause in the Agreement to allow for renegotiation of Optech fees if there is a change in the Scope of Work which affects the manpower required. The annual cost of one additional staff person with a vehicle and a mower is currently estimated to be approximately \$ 68,620/year.

Please contact Will or me if there are any concerns or questions regarding this proposed contract extension or the Amendment as drafted for your review.

Kind Regards,

A handwritten signature in blue ink that reads "Robert W. Monette, P.E.".

Robert W. Monette, P.E.
President



AMENDMENT THREE

For

To the Contract for Professional Services
between the City of Holly Springs, GA
and Optech Monette, LLC

WHEREAS, the City of Holly Springs, Georgia (hereinafter referred to as the Owner), entered into a Contract for Professional Services, dated December 16, 2019 with Optech Monette, LLC, hereinafter referred to as OPTECH (the Contractor), whose address is 2150 Brandon Trail, Alpharetta, GA 30004 to provide Public Works Contract Operations services to the City and its affiliates.

WHEREAS, Contractor and City of Holly Springs previously entered into an agreement in which the Contractor provides Public Works Contract Operations services for the City; and

WHEREAS, Contractor proposes to continue its services for the City of Holly Springs; and

WHEREAS, Article 9, paragraph 9.1, of the original Agreement specifies the Agreement may be renewed and renegotiated for additional terms of four (4) years, if desired by the City. Further, it states the subsequent extensions of this contract beyond that period may be negotiated between the City and Optech, if so desired by the City; and

WHEREAS, Under Amendment Two of the Agreement between the Contractor and the City, the Contractor agreed to provide their own fleet of three (3) vehicles and provide all associated annual costs of the fleet; and

WHEREAS, The City shall therefore pay to Optech as compensation for all services performed under this Agreement a base fee of \$ 467,172. The base term shall now run from January 1, 2024 to December 31, 2024. Subsequent annual fees for the four-year term of this Agreement will be;

<u>Term Year</u>	<u>Effective Date</u>	<u>Contract Fee</u>
Year Two	January 1, 2025	\$ 474,180
Year Three	January 1, 2026	\$ 481,292
Year Four	January 1, 2027	\$ 488,512

And, **WHEREAS**, Over the term of this Agreement, if there is a change in the scope of services and the City requests an increase in the labor force required by Optech, the City and Optech will negotiate a commensurate adjustment in the annual base fee.

IN WITNESS WHEREOF, the parties hereto have indicated their approval of this Amendment by their signatures below:

City of Holly Springs, GA
(Owner)

By _____
Steven W. Miller, Mayor

Date September 25, 2023

Optech Monette, LLC (Optech)
(Contractor)

By Robert W. Monette, P.E.
Robert W. Monette, P.E., President

Date _____

ARC Contract
Number WD2210.4

FOURTH AMENDMENT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT CONTRACT

THIS AGREEMENT is entered into as of this _____ day of _____, 2023, by and between City of Holly Springs of Holly Springs, Georgia (hereinafter referred to as the "Contractor") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2021, in which the Contractor agreed to perform certain services for ARC and ARC agreed to compensate the Contractor for the performance of such services, all as more fully set forth in said contract; and

WHEREAS, the parties have previously amended said contract as of 05/01/2022; and 07/01/2022; and 06/01/2023

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

WHEREAS, the Workforce Investment Act was reauthorized by the United States Congress through the passage of the Workforce Innovation and Opportunity Act on July 22, 2014 resulting in changes in nomenclature.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages A-1, D-1, and F-1 through F-4, dated 03/01/23, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages A-1, D-1, and F-1 through F-4, dated 07/01/23, copies of which are attached hereto.
2. Pages A-2 and A-3, dated 07/01/22, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages A-2 and A-3, dated 07/01/23, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Contractor and ARC have hereunto agreed effective as of the date first above written.

ATTEST:

CITY OF HOLLY SPRINGS

Karen Norred, City Clerk
(Seal)

By: _____
Steven W. Miller

Title: Mayor

ARC Contract
Number WD2210.4

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

By: _____
Chairman

CONTRACT GENERAL OVERVIEW

- I. **General:** The work to be accomplished by the Contractor is in support of the following ARC Subelements:

ARC Cost Center	Cost Center Title	FAIN Number
204CB	PY21 WIOA Out of School Youth Program	AA-36314-21-55-A-13
104CB	PY20 WIOA Out of School Youth Program	AA-34763-20-55-A-13
304CB	PY22 WIOA Out of School Youth Program	AA-38524-22-55-A-13
304CB	PY22 WIOA Out of School Youth Program	AA-38524-22-55-A-13
404CB	PY23 WIOA Out of School Youth Program	23-A55AY-00-0004

- II. **Area Covered:** The Contractor shall perform all the necessary services provided under this Contract within the WorkSource Atlanta Regional Area (also known as Local Workforce Development Area 07), which is comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Exhibits, or under direction by ARWDB staff.

- III. **Work and Services:** The Contractor shall do, perform and carry out in a satisfactory and proper manner as determined by ARC the following work and services:

A. **General Provisions**

The Contractor shall perform all work and services in a manner consistent with Georgia's Workforce Innovation and Opportunity Act Plan; Federal Workforce Innovation and Opportunity Act as revised or amended; Federal Final Regulations (20 CFR Part 652 and Parts 660 through 671) for the LWDA; and, any relevant ARC instructions or formal communications.

B. **Specific Provisions**

The Contractor shall do, perform and carry out the work and/or services described in Exhibits listed in the Table of Contents, attached hereto and made a part hereof.

ORGANIZATION AND SERVICES OVERVIEW**1. Contract Executor Information**

#	Request	Response
1	Service Provider (Legal Name)	City of Holly Springs/ Cherokee FOCUS
2	Contract Executor Name & Title	Robert Logan City Manager/Finance Director
3	Physical Address	3237 Holly Springs Parkway Holly Springs, GA. 30115
4	Billing Address	City of Holly Springs P.O. Box 990 Holly Springs, GA 30142
5	Telephone Number	(770) 345-5536
6	Fax Number	770-345-0209
7	Email Address	rlogan@hollysprings.ga.us

2. Federal & State Requirement

#	Request	Response
1	Federal Tax ID Number	58-1051551
2	GA Unemployment Insurance Number	140283-03
3	GA Withholding Tax Number	N/A – Municipality
4	Business License Number & County	N/A
5	E-Verify ID Number	104949
6	Minority/Woman Owned	☐ Yes ☒ No
7	Organization Type	☒ Non-Profit ☐ For-Profit ☐ Educational ☐ Public

3. Contract Information

#	Request	Response
1	Contract Type	Cost Reimbursement
2	Contract Begin & End Date	07/01/2023 – 06/30/2024
3	Project Population	Out-of-School Youth (OSY) in Cherokee County
4	Project Schedule (Begin & End Time)	Monday – Friday, 9:00am – 5:00pm
5	Holidays & Leave Schedule	- Monday, 7/4/2022 - Monday, 9/5/2022 - Monday, 10/10/22 - Friday, 11/11/2022 - Thursday, 11/24/2022 - Friday, 11/25/2022 - Monday, 12/26/2022 - Monday, 01/02/2023 - Monday, 1/16/2023 - Monday, 2/20/2023 - Friday, 4/07/2023 - Monday, 5/29/2023 - Monday, 6/19/2023
6	Project Contact Person Name & Title	Sonia Carruthers Director/CEO
7	Client Services Location	Cherokee FOCUS 126 Barrett Road Holly Springs, GA 30115
8	Telephone Number	(770) 345-5483
9	Fax Number	770-704-9297
10	Email Address	Sonia@Cherokeefocus.org

SCOPE OF SERVICES

1. GENERAL

The Contractor agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner the services and requirements set herein. In the event, there is a conflict, the terms of this Contract shall control. The Contractor shall provide youth services as required per Workforce Innovative and Opportunity Act (WIOA) law, WIOA rules and regulations, the State, Atlanta Regional Commission (ARC), WorkSource Atlanta Regional and WorkSource Atlanta Regional NextGen Program policies and procedures (to include future amendments). The Contractor assures that they shall refer to the following three (3) Training and Employment Guidance Letters (TEGL) to provide additional guidance in designing of program, current/future planning and providing services:

1. **TEGL 23-14** (*WIOA Youth Program Transition*) – Issued March 26, 2015
2. **TEGL 08-15** (*Second WIOA Title I Youth Program Transition Guidance*) – Issued November 17, 2015
3. **TEGL 21-16** (*Third WIOA Title I Youth Formula Program Guidance*) – Issued March 02, 2017
4. **TEGL 09-22** (*Title I youth formula funds on the activities associated with the implementation of WIOA*) – Issued March 2, 2023

Though services are operated, monitored, and overseen by WorkSource Atlanta Regional (unified Statewide branding designation), Atlanta Regional Workforce Development Board (WIOA mandated Board) and WorkSource Atlanta Regional NextGen Program (provides local youth services), all contracts are executed by ARC as the fiscal agent for WIOA funds.

2. WORKFORCE DEVELOPMENT SERVICE AREA

The Contractor shall perform all the necessary services provided under this Contract within WorkSource Atlanta Regional (Atlanta Regional Workforce Development Board (ARWDB)) also known as Local Workforce Development Area #7 (LWDA)) service areas, which are comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Attachments, or under direction by ARWDB staff.

3. KEY CONTRACT PURPOSES/OUTCOMES & PROGRAM PERFORMANCE

ARC and Contractor have entered a Contract for the operation of the WIOA Out-of-School youth (OSY) services. Contractor acknowledges and agrees that the operation to provide comprehensive workforce services to WIOA eligible OSY, ages 16-24 years old in **Clayton**,

Douglas, Henry, and Rockdale Counties, will be performed at the service delivery location (activity site) indicated on “**Exhibit A – Organization and Services Overview**”. It is the intent of this Contract to outline and assure that the Contractor provides a career pathway model that addresses both education and workforce development strategies (summarized as “CEE” – Credential, Employment and/or Education) to prepare youth for long-term successes in a high demand career. Contractor shall operate the OSY program in a manner consistent with the overall concept of WIOA Youth Programs, WorkSource Atlanta Regional NextGen Program and in accordance with all the terms and conditions of this Contract.

4. **DOCUMENT(S) INCORPORATED INTO CONTRACT**

The document referred to as “**Exhibit C – Program Design**” will be incorporated into this WIOA Youth Contract. The Contractor’s Program Design shall detail information related to the Contractor’s service delivery methodologies and strategies. The Contractor assures that the Program Design shall not conflict with and shall adhere and operate in accordance with every provision as outlined herein. Detailed information related to this document is included in the Program Design section below.

5. **WIOA FOURTEEN REQUIRED ELEMENTS OF YOUTH SERVICES**

The Contractor shall assure that the following WIOA Fourteen (14) Required Elements of Youth Services are available to all participants enrolled in the WIOA Youth Program. The services may be provided by the Contractor, or by community partner(s) or hybrid (by both). Section 129(c) (1) of WIOA requires that Youth Contractor’s design framework for youth programs must include the fourteen elements of youth services as indicated in the following three core areas:

1. Education & Training:

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved;
4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

Exhibit B

5. Activities that help youth prepare for and transition to post-secondary education and training.

2. Employment & Economic Development:

6. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - Summer employment opportunities and other employment opportunities available through the school year;
 - Pre-apprenticeship programs;
 - Internships and job shadowing; and
 - On-the-job training (OJT) opportunities;
7. Entrepreneurial skills training;
8. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;

3. Personal & Community Development:

9. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
10. Supportive services;
11. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
12. Follow-up services for not less than 12 months after the completion of participation;
13. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth; and
14. Financial literacy education.

The Contractor assures that they will refer to TEGL 21-16 and TEGL 09-22 for a complete description of each service element indicated above.

6. PROGRAM DESIGN

The Contractor's Program Design document for program year 2021 (PY21) as referred above, shall be incorporated in this WIOA Youth Contract. Contractor shall notify ARC of any Program Design changes that may occur during the PY. Program Design must conform to WIOA and meet the requirements of WIOA sec. 129 (c), the State policy, and WorkSource Atlanta Regional NextGen Program policies and procedures. Program Design shall include the following components:

- a) An operational plan which identifies and outlines how access to all fourteen required service elements will be made available to participants in-person **and in a virtual setting.**
- b) Access to the fourteen required service elements and shall identify which of the elements will be provided by the Contractor, or by community partner(s), or hybrid. If a service element is provided by access to another organization or community resource, the Contractor shall have an agreement in the form of a Memorandum of Understanding (MOU) or a Contract with said organization or community resource.
- c) Identify the expected performance outcomes for the Program Design elements and anticipated areas of improvement. This will also incorporate the Contractor's "Best Practices". The Contractor must indicate how they will track and evaluate the accessibility and success of the service element design and service delivery.
- d) Identify the Contractor's strategy to increase enrollment, access to services, and successful outcomes for the NextGen Program's target youth population: (English language learners (ELL) (e.g. Spanish, Asian-based languages, etc.) – English as a second language (ESL), individuals with disabilities, foster youth, school dropouts and individuals who were or are currently involved in the Justice System (Juvenile/Adult System)).
- e) An objective assessment of the academic and occupational skill levels and service needs of each participant for the purpose of identifying appropriate services and career pathways and for developing a Service Plan.
- f) Identify innovative experiences that help youth gain marketable skills.
- g) Identify strategy that assist and inspire youth through work-based learning experiences.
- h) Identify training opportunities that leads to a recognized credential.
- i) Connect youth to education and career choices.

- j) Link youth to labor market information and demand.
- k) Identify a holistic approach to serving youth that also encompasses personal and social development.
- l) Identify and develop appropriate linkages and formalize collaborative relationships with other entities possessing expertise and resources relevant to the needs of youth being served.
- m) Identify the process to refer for further assessment as necessary and to appropriate programs that have the capacity to serve youth applicants who do not meet WIOA and the Contractor's enrollment requirements.

7. **RECRUITMENT**

The Contractor shall be responsible for recruitment of youth to enroll in the WIOA Youth Program. Contractor will receive funding to provide services to youth who reside in **Clayton, Douglas, Henry, and Rockdale Counties**. To serve youth who reside outside of the Contractor's service location (area), Contractor must receive prior approval from ARC before they enroll the participant in the WIOA Youth Program. To serve youth who reside outside of ARC service areas (7-counties), approval must be granted to ARC by the Local Workforce Development Area (LWDA) that serves the County which the youth reside in.

8. **ORIENTATION**

The Contractor shall provide orientation to each applicant. This includes information on the array of services that are available through the Contractor and the community (if required). In addition, youth should be given information on other WIOA funded providers, including the Career Resource Centers (CRC) and affiliate partners (such as Vocational Rehabilitation, Adult Literacy Education, and Technical College and University). Orientation may occur over an extended period. The Contractor shall assure that an Orientation Form is in each youth's file validating that orientation was provided. The Orientation Form shall outline the content covered in orientation, date orientation was provided, the names, and signatures of the youth and the Contractor.

9. **CERTIFICATION OF PROGRAM ELIGIBILITY**

Certification of eligibility for any WIOA-funded programs must be completed prior to enrollment in the WIOA Youth Program. The Contractor shall be responsible for WIOA eligibility certification, and for conducting the most appropriate assessments to determine program placement and services to be provided during program enrollment/participation. ELL/ and individuals with disabilities will be provided the necessary support during these activities. The Contractor will follow WIOA guidelines and instructions as provided by the State and ARC.

Exhibit B

Intake – The Contractor shall assure that a WorkSource Atlanta Regional NextGen Program Eligibility Checklist will be completed for each youth to ensure that files contain complete information, documents, and forms. Documents collected during the intake process shall be kept and maintained in a complete individual paper file.

Initial Assessments – The Contractor shall assure that an Objective Assessment Summary is completed for each applicant in a variety of areas to review and determine educational skill levels, occupational skills, prior employment (work experience), employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessments can be used in lieu of additional assessments. The goal is to accurately evaluate the youth to develop an appropriate and individualized Service Plan. The following tests are the approved testing instrument (paper and/or online) used to determine the youth basic skills level in Reading and Math, as well as to conduct the pre-and post-tests required for the “In Program Skills Gain” (Measurable Skills Gain (MSG)) performance measure.

- Tests for Adult Basic Education (TABE 11/12).
- Tests for Adult Basic Education (TABE Survey 11/12).

Assessment is key in determining program suitability, program placement and services to be provided while enrolled in the WIOA Youth Program.

Eligibility Requirements – OSY must meet the following requirement established by the WIOA Youth Program:

Must meet all three (3) requirements:

1. Not younger than 16 and not older than 24 years at the time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program;
2. Not attending school (as defined by State law as a public, private, or home study program that meets requirements under O.C.G.A §20-2-690). Youth enrolled in an adult education program provided under Title II of WIOA, YouthBuild programs, and Job Corps programs are considered OSY; and
3. One or more of the following WIOA barrier(s). At least one WIOA barrier must have verification documentation (which cannot be the NextGen Application):
 - A school dropout, as defined by the state (a youth attending an alternative school at the time of enrollment is not a considered a dropout);
 - Within the age of compulsory school attendance (ages 6–18), but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how the local school district

Exhibit B

defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar quarters;

- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either:
 - a) Basic skills deficient (8.9 grade level or below); or
 - b) An English language learner;
- An Offender (subject to the juvenile or adult justice system);
- A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 1403 e-2(6)), a homeless child or youth aged 16 to 24 (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434A(2)), a runaway;
- An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under §477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- An individual pregnant or parenting;
- An individual with a disability; or
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

For those circumstances where income is used to determine eligibility, if a youth is determined over-income, youth may be eligible only under the five percent (5%) over-income limited exception. If the 5% exception is required, Contractor must receive prior approval from ARC before they enroll the applicant in the WIOA Youth Program.

10. **REFERRAL & COORDINATION**

The Contractor shall use its own formal referral process to provide optimal service to the youth community. The Contractor shall collaborate with other non-WIOA service programs for youth, and may jointly enroll participants in activities that enhance, re-enforce, or extend services. Joint services are expected to provide youth with the WIOA fourteen required service elements that are appropriate for each youth. The Contractor shall coordinate its activities with other WorkSource Atlanta Regional Service Providers (such as other youth Contractors, the CRC, and its affiliate partners). Youth referred to the Contractor from other agencies may be advised jointly by the referring agency and the Contractor throughout their participation in education, training, and job placement.

Exhibit B

Referral for those enrolled in WIOA Youth Program – The Contractor shall be responsible for making partner connections to leverage resources in the form of staff, funds for training, wages, operational needs related to training space/equipment, etc. If the Contractor does not directly provide one or more of the fourteen required service elements, they must have a process to make seamless referrals to the appropriate community partners who can provide such services to address the participant’s needs.

Referral for those not enrolled in WIOA Youth Program – The Contractor shall assure that any eligible or non-eligible youth who are not enrolled in WIOA services be provided referral information regarding the full array of applicable or appropriate services available through other community organizations and other local programs including the CRC and its affiliate partners. In addition, youth should be given referrals for further assessment if determined appropriate. Contractors are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers to meet the individual needs of all youth.

Coordination – The Contractor shall actively participate in appropriate community and State-led comprehensive youth development strategies and activities when needed. The Contractor shall also actively participate in special WIOA-related projects when those are made available or requested by the Technical College System of Georgia, Office of Workforce Development (TCSG, OWD) or the United States Department of Labor (USDOL), based on the USDOL’s “Strategic Plan” (website: <https://www.dol.gov/sites/default/files/StrategicPlan2014-2018.pdf>), and other subsequent directives announcing priority strategies and service directions. As practical, activities will align with and reinforce the Governor’s strategic directions and the WIOA State Plan, as well as the WorkSource Atlanta Regional Local Plan. Also, the Contractor is expected to participate in activities coordinated by the CRC to support or enhance the services provided to the youth.

11. SUBCONTRACTING

The Contractor may subcontract with others to expand and provide youth services and deliver the most comprehensive program. The Contractor shall assure that all subcontractors meet the requirements to provide youth services. If subcontracting is made a part of the Program Design and service delivery strategy/methodology, the Contractor agrees to enter into a written agreement with all subcontractors and to provide copies of all subcontracting agreements to ARC upon request.

Non-Financial Agreements – The Contractor shall enter into a Memorandum of Understanding (MOU) and provide a copy of the MOU to ARC for record keeping purposes.

Financial Contracts – The Contractor shall procure and negotiate contracts with subcontractors that meets all WIOA and ARC rules and regulations.

The Contractor shall monitor the performance of all subcontractors and shall remain

responsible to ARC for the performance of any subcontractor. In the event where a breach of provision occurs with the Contractor and the subcontractor, the Contractor further agrees to notify ARC on the action steps taken to mitigate said breach.

12. PARTICIPANT SERVICE PLANNING

Ongoing Plan – The Contractor shall conduct appropriate, necessary, and in-depth participant assessment for service delivery. Individualized project activity plans, or a participant Service Plan (Individual Employment Plan (IEP)/ Individual Service Strategy (ISS)/ Individual Service Plan (ISP)) will be developed for each participant. The Service Plan must be developed and agreed upon by the Contractor’s staff and the participant. The Service Plan must have a youth-centered approach that helps each youth set personal, academic and career goals. The Contractor shall ensure that the Service Plan is used to guide the specific service delivery strategies and activities offered to individual youth. The Service Plan must directly link to one or more performance indicators, identify career pathways that include education and employment goals, objectives and services, list appropriate achievement objectives, and identify appropriate planned services. The Service Plan shall also indicate which of the WIOA fourteen required elements of services will be provided and by what organization, and whether or not each element is appropriate or needed. The Contractor shall ensure that the initial Service Plan be completed and signed within one month (30 days) of WIOA Youth Program enrollment and be recorded in the Statewide case management system known as WorkSource GA Portal (also called Virtual One-Stop). At least once every two (2) months there will be a review and update of the Service Plans. The Service Plans will be maintained in each participant file and updates will be reviewed, agreed to or revised, and signed by both parties. Review/update will also be recorded in WorkSource GA Portal/VOS. The Contractor assures that Service Plans will be up-to-date, and will address current activities and goals, as well as challenges and opportunities.

Exit Plan – At the end of WIOA youth services, the Contractor shall ensure that an Exit Plan (including a youth Career Future Plan) to outline and describe next steps, expectations, and supportive service needs (if required) during the WIOA exit period (one year of youth follow-up services) are developed and discussed with the youth.

13. SUPPORTIVE SERVICES

The Contractor shall ensure compliance with and be guided by current WIOA and WorkSource Atlanta Regional policies for supportive services. For participants, these services are to be individualized to a large extent. The Contractor shall provide supportive services from the Contract budget and will also be developed using non-WIOA resources as part of the participant’s Service Plan.

- ❖ **Incentives** will be included as part of the supportive services offered to a participant. The Contractor shall refer to WorkSource Atlanta Regional NextGen Program “Incentive Policy” for directives and guidance related to issuing incentives.

The Contract shall ensure that complete records are maintained for all WIOA funded supportive services made to participants and documentation are kept indicating receipt of the supportive services by the youth recipient. The Contractor shall maintain other records as may be required by ARC.

14. **EMPLOYER CONNECTIONS**

The Contractor shall ensure the development of strong and sustainable connections to employers. Such connections are essential in the creation of a system of employers that can effectively assist participants to become highly skilled and employable. These connections should lead to placements in employment or continuing education, as well as meaningful exposure to the world of work with resultant measurable skill increases. These may be described as work-based learning experiences, which are structured, supervised, contextual world-of-work experiences, with documented learning outcomes that take place in the context of actual work environments, link to learning outcomes, developed with employer involvement and input, align with industry-specific skill standards and competencies, and are based upon labor market information.

15. **WORK EXPERIENCE/WORK-BASED LEARNING (SHORT-TERM)**

The Contractor shall ensure compliance with and be guided by current WIOA and WorkSource Atlanta Regional NextGen Program policies for Work Experience (WEx) services. The Contractor shall provide and effectively manage a variety of components related to WEx, such as employability skills training, job skills instruction directly related to employment, wrap-around services (to include case management, supportive services, monitoring and mentoring), job readiness and employment services, and job retention and reemployment services directly related to employment. WEx must be a planned and structured learning experience that takes place in a workplace for a limited period of time with an academic and occupational education component, where participants are provided with opportunities for career exploration, skill development, and work ethics reinforcement and not exclusively to benefit the employer. The Contractor shall ensure that WEx is appropriate as indicated with the assessment results, Service Plan (short and long-term goals, and objectives), and participants are matched with worksites that will provide them with the skills, training and knowledge needed. The Contract acknowledges that WEx can be unpaid or paid.

Unpaid WEx – Activities that are designed to allow participants to upgrade their work skills in a non-paid work position. The work assignment is determined by the participant's occupational goal and provide participants with an opportunity for work acculturation and basic occupational skills acquisition. This is beneficial for those participants who have sporadic employment history or limited marketable skills. An example of unpaid WEx is Job Shadowing.

Paid WEx – Activities that allow participants to upgrade their job skills in a paid work position. Participants receive at a minimum the hourly wage based on Georgia minimum wage

Exhibit B

standards for the assigned hours they work at their assigned worksite. The work assignment is determined by the participant's occupational goal and provide participants with an opportunity for work acculturation and basic occupational skills acquisition. This is beneficial for those youth who have sporadic employment history or limited marketable skills. The Contractor assures compliance with the following WIOA work restrictions:

- Participants must not be assigned to work that otherwise would not have been done by existing employees at the worksites.
- Placement must not result in reduction of existing employees working hours or infringement of promotional opportunities.
- Placement must not result in termination or displacement of existing employees of the worksites.

The Contract shall ensure that the following unpaid and paid WEx be made available to participants throughout the PY:

1. **Summer Employment (and other employment opportunities available throughout the school year)** – Employment placement that typically occurs after the last day of school for summer break and ends before school resumes for the following semester.
2. **Pre-apprenticeship Programs** – A preparatory program that prepares participants who want to begin an apprenticeship for certain industry and trade. It is *“designed to prepare individuals to enter and succeed in Registered Apprenticeship programs. These programs have a documented partnership with at least one Registered Apprenticeship program sponsor and together, they expand the participant's career pathway opportunities with industry-based training coupled with classroom instruction.”* The pre-apprenticeship must be sponsored by one of the Registered Apprenticeship programs indicated on the Eligible Training Provider List (ETPL).
3. **Internships and Job Shadowing** – These two activities both offer the individuals exposure to employers and the working environments. They must be supervised, emphasize learning and professional development, and include an evaluative component for both the employer and the individual. Program differences are distinguished below:
 - a) Internships – Can be paid or unpaid, the activity can last from one week up to sixteen (16) weeks and must offer career related learning opportunities and experiences. It cannot be routine or repetitive tasks unrelated to identified learning goals.
 - ❖ Contractor must receive prior approval from ARC if plans to extend a participant's WEx beyond sixteen weeks. This WEx period does not

Exhibit B

apply for those youth who begin WEx with less than sixteen weeks remaining in the Contract period.

b) Job Shadowing – Enables an individual to spend some time observing a professional on the job, which can last from one day up to one week.

4. **On-the-Job (OJT) Training** – *“Provides reimbursements to employers to help compensate for the costs associated with skills upgrade training and loss of production for newly hired employees. OJT can assist employers who are looking to expand their business and need additional staff trained with specialized skills. OJT employers may receive reimbursement of 50% or 75% of the wage rate of OJT trainees.”* OJT benefits the employees (youth participants) by providing an opportunity to “earn while they learn” in a hands-on environment, acquire job and career advancement skills, and provides an opportunity for long-term employment.

- All OJT opportunities must be approved and directed by ARC. OJT funds are reserved at ARC and not allocated to the Contractor.

Funds – The Contractor acknowledges that to provide paid WEx opportunities, the organization must have the capacity to be “Employer of Record”, whether directly provided or through partnership with an agency or an employer who will serve as “Employer of Record”. The Employer of Record must adhere to all child labor laws regarding hours of employment, working conditions, etc. A minimum of sixty percent (60%) of the WEx funding must be allocated to participants’ wages and a maximum of forty percent (40%) to staff who are directly working with the WEx Program as well as other related WEx costs. Contractor may elect to allocate more than 60% funding towards participant wages. The same WEx funding allocation requirements of 60/40% applies to all “Employer of Record” partnerships.

❖ **NOTE:** The 60/40% requirements do not apply to OJT, as those opportunities are paid with funds reserved by ARC.

The Contractor assures that no certificate training costs will be allocated to the WEx budget. Also, the Contractor assures compliance with WEx funding requirements as set forth in the Training and Employment Guidance Letter (TEGL) 21-16, issued on March 2, 2017.

WEx after WIOA Exit – Subsidized WEx is not available for participants who have exited (in Follow-up) the WIOA Youth Program.

16. EMPLOYMENT PLACEMENT (LONG-TERM)

The Contractor assures that job search activities which lead to long-term unsubsidized (non-WIOA funds) employment are provided to participants who obtain a credential (high school diploma, GED, occupational certificate, other WIOA recognized credential).

After employment placement, the Contract shall assist participants with job retention and re-employment services (for those youth who lose their employment during the twelve-months follow-up period). The Contractor assures that follow-up services will be provided as needed to assist participants with overcoming problems or issues that may arise and to ensure further progress toward long-term employment that leads to self-sufficiency.

17. OCCUPATIONAL SKILLS TRAINING

The Contractor shall assure that occupational skills training is provided to appropriate participants, and may be funded by a variety of sources, including WIOA when limited funds are available. Where limited WIOA youth funds are available, the participants may have an opportunity to concurrently co-enroll in both the Youth and Adult Programs. In cases where co-enrollment seems most appropriate, the Contractor must receive approval from ARC prior to making a commitment to the participant and/or initiating the enrollment process. If funded by WIOA, training placement will be into schools on the Eligible Training Provider List (ETPL) (there may be very limited exceptions – only with prior approval from ARC) with completion of the Individual Training Account (ITA) documentation required to participate in the training.

18. CLIENT MANAGEMENT & TRACKING

The Contractor shall utilize the statewide case management system WorkSource GA Portal/VOS to manage and track all participants enrolled in WIOA services. Individual participant's data such as initial/ongoing assessments, eligibility certification, ongoing services/activities, counseling notes (c-notes), Service Plans, performance outcomes, etc. must be entered in WorkSource GA Portal/VOS.

Youth registered in WorkSource GA Portal/VOS and enrolled in the WIOA Youth Program becomes the Contractor's participant from service delivery through exit and follow-up, and will be included in the Contractor's performance outcome measurements (there are a few narrow and specific exceptions). This also includes those youth who decide to remove themselves from program participation and/or who move from the service area.

The Contractor shall maintain ongoing contact with and provide continuing services for all active WIOA participants. During active participation, all services provided will be required to be documented in WorkSource GA Portal/VOS at a minimum of every thirty (30) days, or once a calendar month in the form of a counseling note (c-note). C-notes regarding services provided and other related information must be up-to-date, appropriate, complete, addressing any important challenges (including actions/steps taken to address the challenges) and

Exhibit B

opportunities. Client/case management and tracking will assure that WIOA requirement of providing a service every ninety (90) days is met. If Contractor is unable to maintain contact with and provide services to the participants (as defined by WIOA service requirement period), Contractor must have a policy or procedure documenting the steps to exhaust all resources to re-connect and provide services to the participants as well as the internal process the Contractor's staff will undertake to exit the participant from the WIOA Youth Program. After exit, follow-up contact and services, if appropriate, shall be provided at least once every ninety (90) days, or calendar quarter, for one year (twelve months) after exit. The WorkSource GA Portal/VOS Follow-up screen will be used to document this service in a concise manner. Timely data collection and data entry must be conducted on a continuous basis. ARC will conduct ongoing monitoring to evaluate Contractor's use of WorkSource GA Portal/VOS.

19. MONITORING

Monitoring of files, program, and services shall be conducted to ensure continuous program and service improvement.

ARC – The Contractor's program and services will be monitored by the ARC NextGen Program Quality Assurance and Compliance staff, the NextGen Committee, and ARWDB. Monitoring may be conducted at the Contractor's service delivery location, community partner location, employer locations, by telephone and/or electronic (desk review). The Monitoring Team shall conduct monitoring related to performance outcome tracking, quality review of the services provided by the Contractor pursuant to this Contract, and/or conducting any other requisite and/or desired program and/or service reviews of the Contractor. The Contractor agrees to the following:

- The Contractor shall provide to ARC, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services as described in this Contract.
- The Contractor agrees that ARC has the right to make recommendations and findings in connection with any financial or programmatic monitoring or review of the Contractor's operations.
- The Contractor shall be provided with a written report of the monitoring outcome. The monitoring report may contain observations, evaluations, suggestions and/or specific directions for corrective action and/or future preventive action by the Contractor. The Contractor agrees to comply with any corrective actions and/or future preventive actions specified by ARC within the time limits established in the monitoring report. A failure of the Contractor to comply with the specific directions outlined in the monitoring report will be treated as a breach of this Contract.
- The Contractor agrees that any authorized employee or representative of ARC, the State or Federal government shall have the right to enter the premises of the Contractor

Exhibit B

or any subcontractor of the Contractor to monitor or review any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall make all books, records, and documents that relate to their activities under this Contract available for monitoring and review upon request.

- The Contractor shall ensure the cooperation of its employees, officers, board members, Committee members and subcontractors in any monitoring or review.

State & Federal – In addition to ARC’s monitoring, the State and Federal government may, at its discretion, conduct a separate monitoring of funds and services provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor. The Contractor shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant monitoring requirements.

Contractor – Contractor shall conduct monitoring and review of its funds, program, services (to include WEx worksites) and subcontracts on a continuous basis. Contractor shall have a process in place to demonstrate that monitoring is being conducted. Contractor shall contact ARC for any technical assistance or tools required to ensure a successful monitoring process and outcomes.

20. **PERFORMANCE & MANAGEMENT SANCTIONS**

The Contractor shall ensure that all services provided under this Contract be performed to ARC’s satisfaction, as determined in accordance with all applicable Federal, State, and WorkSource Atlanta Regional, WorkSource Atlanta Regional NextGen Program’s Performance Measures, Objectives, Goals and all other applicable service standards and specifications set forth in the Contract. Contract performance measures and objectives are established to guide the outcome of the services provided as outlined in “**Exhibit D – Goals & Performance Measures**” and further described in “**Exhibit E – Performance Measures/Objectives**”.

To satisfactorily meet the applicable requirements, the Contractor must conclude each respective quarter within a PY with a “Meet” or “Exceed” on the following four (4) performance indicators set forth in “**Exhibit D**”:

1. **General Services - Expenditures & Participants to Serve ("Real-Time")** – Must meet at a minimum the total number of active participants to serve in the PY, new participant enrollment numbers, and target population guidelines percentage indicated.
2. **Work Experience (WEx) Services – Expenditures & Participants to Serve ("Real-Time")** – Must meet at a minimum the total number of active participants to serve in the PY indicated.

❖ **NOTE:** Three unpaid WEx placements is equivalent to one paid WEx

placement.

3. **Performance Measures – WIOA ("Lag-Time") & Outcome at EOS/Exit ("Stand-In")** – Must meet at a minimum the performance measures percentage and wage indicated.
4. **Case Management Performance Measures ("Real-Time")** – Must meet at a minimum the performance measures percentage indicated.

The Contractor may be subjected to the following sanctions if they fail to “Meet” the four performance indicators set forth in “**Exhibit D**”, being inconsistent with the overall Contract requirements and/or for performing in a manner that is in violation of any Federal and/or State statute, ordinance, rules, or regulations.

- A. **Placed on Program Probation** – If outcome results in this sanction, the Contractor shall be placed on probation for forty-five (45) days to conduct corrective actions. During this period, the Contractor may not conduct new participant recruitment (which may result in not meeting the overall recruitment expectation for the PY) and/or may result in hold of reimbursements until after the probation period or the corrective actions have been completed and deemed satisfactory by ARC.
- B. **Deduction of Approved Budget** – If outcome results in this sanction, the Contractor shall receive a reduced budget consistent with the failure to meet applicable performance measures/goals.
 - **Recapture & Reallocation of Funds (General & Work Experience)** – If the Contractor does not meet the requirements as indicated on “**Exhibit D**”, ARC reserves the right to recapture and reallocate the Contract funds to be used at ARC’s discretion.
 - ❖ For “**Work Experience (WEx) Services – Expenditures & Participants to Serve ("Real-Time")**” performance, if the Contractor does not meet the requirements for two consecutive years, the Contractor may not receive WEx funds for the remainder of the RFP Award period.
- C. **Cancellation of WIOA Youth Program Contract** – If outcome results in this sanction, the Contract may be terminated as allowable in this Contract. The Contractor will have an opportunity to apply for the next Request for Proposal (RFP) issued by ARC.

For a successful performance outcome, the Contractor must achieve an overall “Meet” rating for all four performance indicators stated herein. For the first infraction of “Not Meet” in any of the performance outcomes in the PY, the Contractor will be provided additional guidance and technical assistance from ARC. If a “Not Meet” occurs a second time in the PY, ARC, at its sole discretion, may impose the appropriate sanction as described above. The Contractor

may appeal the decision to impose a sanction to the WorkSource Atlanta Regional NextGen Committee Chair, who will present the case to the ARWDB Executive Committee for final decision.

21. **REPORTING & RECORD-KEEPING**

To ensure fiscal accountability, effectiveness and efficiency of services provided, the Contractor shall keep sufficient reports and records, including books of account and other documents related to the Contract, written and computerized, and shall cooperate with ARC to permit the tracking of services provided and the tracing of funds expended.

The Contractor shall submit any required participant status information to ARC in a timely manner with necessary explanations. Contractor staff shall keep participants records accurate and up-to-date in WorkSource GA Portal/VOS, and in paper files that are kept for each participant at the Contractor's physical location. All case management (to include eligibility certification documents and records) and performance goals and measures will be documented, both pre- and post. The Contractor assures that WorkSource GA Portal/VOS data entry and required forms will be timely, accurate, and complete (this includes documents and verification for service delivery, attainment, End-of-Service/Exit, etc.). The Contractor shall follow procedures required by ARC for reporting accomplishment of WIOA performance measures and other contract goals.

Maintenance of Records – All records shall be retained by the Contractor as outlined on Paragraph 19 *Maintenance of Records* of the Contract. Records shall not be removed or destroyed without the written consent of ARC.

Access to Records – The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidentiary information pertaining to all costs incurred under this Contract. For inspection by the ARC, State, and/or Federal agencies, the Contractor shall make such materials available at their respective offices at all reasonable times during this Contract and for three years from the date of final payment under this Contract.

22. **TECHNOLOGY REQUIREMENT**

The Contract shall assure that the following technology software and tools are available and accessible to staff and participants:

- Internet connectivity.
- Internet browser capability (Internet Explorer, Mozilla Firefox, Safari, Chrome, etc.).
- Microsoft Office Suite (particularly Word).
- Adobe Acrobat Reader (updated version).
- Antivirus software.

- Electronic signature software.

23. INVENTORY REQUIREMENT

Equipment – The Contractor shall keep up to date inventory lists for all materials and equipment purchased with WIOA funds having an aggregated cost of \$3,500. These must be used principally by WIOA participants. Equipment purchased with WIOA funds remains the property of ARC/WorkSource Atlanta Regional. Furthermore, the Contractor shall adhere to the equipment requirements as outlined in Paragraph 20, *Property* of the Contract.

Training Supplies – The Contractor shall inventory and keep up to date inventory lists for all instructional materials purchased with WIOA funds. These must be used principally by WIOA participants.

24. START-UP IMPLEMENTATION PERIOD

A Contractor new to ARC's services and programs may be provided with a three (3)-months start-up implementation period, if requested by the Contractor and approved by ARC. If a Contractor inherits youth from previous PY/contracts, the Contractor shall assure that some components of the fourteen youth elements of services and activities shall be made available (whether through the Contractor, community partner, or hybrid) to those participants, with plans for full service/activities implementation effective on the first day subsequent to the three-months implementation period. During this period, the Contractor shall provide ARC with a strategic plan which outlines their fully implemented program service delivery model.

25. ADMINISTRATIVE & MANAGEMENT SYSTEM

The Contractor is fully responsible for all aspects, activities and responsibilities of the project and the Contract. Contractor shall develop and maintain administrative and management staff and systems necessary and appropriate to meet the Contract's obligations. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies or procedures that are necessary to operate the program. These administrative and management systems, policies and/or controls must, in ARC's sole discretion, meet ARC standards. The Contractor shall immediately inform ARC of any changes to the administrative and management systems, policies and/or controls that may affect the services, operation and/or performance of the program.

26. PROGRAM STAFFING PLANS

The Contractor shall provide sufficient staff to carry out the purposes of this WIOA Youth Contract. The Contractor shall provide Job Descriptions for positions agreed to by ARC and the Contractor. The Contractor shall ensure that staff positions funded by this WIOA Youth Contract are reasonable and support the delivery of program services described herein. The Contractor shall prepare and provide to ARC a Program Staffing Plan. The Contractor shall assure that any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure or in response to corrective action, be addressed in an expeditious manner to avoid disruption of program services. The Contractor shall notify ARC within two (2) weeks of any program staff vacancy or any staffing changes that could affect operations, delivery of services, performance, and budget. Also, the Contractor shall ensure the following:

- Continue to operate under the philosophy of leveraging funds from partners to sustain operations and maximize the number of personnel serving participants while reducing non-personnel costs to those which are essential.
- Be committed to meet the needs of the community by hiring skilled professionals (staff) who are culturally competent and who work well with and understand the demographic base for the OSY WIOA Youth Program.
- Staff is available to serve and address the needs of the youth.

27. RESOURCE LEVERAGING & SUSTAINABILITY

The Contractor assures that they will incorporate sustainability strategies in their operational plans to ensure that a continuation of WIOA services are provided to participants in the event the WIOA Youth Program funding is delayed, there is a reduction in funding allocation, or other unknown financial reasons that may prevent ARC from allocating funding. The Contractor shall ensure that they have the capacity to self-sustain for up to one quarter (three months) without ARC funding. To the extent possible, the Contractor shall seek additional youth development funding for itself and the community, both through its own applications for funding and/or by supporting applications by other organizations in the community. The Contractor understands that WIOA funds are not issued solely to sustain the Contractor's infrastructure or existence. ARC will continuously assess the Contractor's financial capability to determine potential risk factors.

28. BRANDING

The Contractor shall identify itself as ARC, WIOA, WorkSource Atlanta Regional, and WorkSource Atlanta Regional NextGen Program Service Provider in publicity materials, including signage, and in any public representation of the Contractor's organization, as a matter of course as well as when requested by ARC. The Contractor assures that logo(s) shall not be removed from documents created by ARC Staff. However, a Contractor may include

their organization's logo in conjunction with said logo. Contractor shall adhere to State and ARC requirements relating to the use of the WorkSource Georgia brand.

29. ROLES & RESPONSIBILITIES OF ARC

ARC assures the following:

- Shall oversee and evaluate the management and operations of the WIOA Youth Program funded by WorkSource Atlanta Regional to provide services in the WorkSource Atlanta Regional service area.
- Shall distribute funding based on County Fair-Share allocations.
- Shall monitor Contractor's performance, quality of service, and cost effectiveness, and to report such matters to the Atlanta Regional Workforce Development Board, Executive Committee, and WorkSource Atlanta Regional NextGen Committee.
- Shall develop and provide technical assistance and training to Contractor's staff.
- Shall inform the Contractor of Federal, State, ARC, WorkSource Atlanta Regional and WorkSource Atlanta Regional NextGen Program policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed for the implementation of such policies, procedures, and rules.
- Shall prepare grant plans and/or modifications as required.
- Shall ensure and enforce Contractor's compliance with all rules, regulations, and procedures.
- Shall maintain local data/case management system for use by Contractor.
- Shall establish and facilitate regularly scheduled meetings with the WIOA Youth Program Contractors.

30. SPECIAL PROJECTS

Through leveraging of resources and collaborative efforts, WorkSource Atlanta Regional NextGen Program may partner with the Contractor to embark on developing creative and innovative special projects/initiatives that will improve the economic opportunities and prosperity for youth, businesses, and communities. Special Projects funding, services, expectations, and other relevant terms will be agreed upon in writing by all affected parties.

WorkSource Atlanta Regional NextGen Program
Workforce Innovative and Opportunity Act (WIOA)
GOALS & PERFORMANCE MEASURES - Program Year (PY) 2023 (07/01/2023 - 06/30/2024)

NextGen Service Provider (NGSP): City of Holly Springs/Cherokee FOCUS

I.	General Services - Expenditures & Participants to Serve ("Real-Time")					TOTAL WEIGHT	20%		
	Youth Population (Participants) to Serve					Out-of-School			
	Service Location (County)					Cherokee			
	PY2023 General Service Budget					\$54,150			
	Participants to Serve Based on PY2023 Allocated Budget					\$2,000	27		
	Total Participants to Serve for PY20223 (Carryover, New & 2+year)					29			
	Active Participants (under 2 years) to Serve at Cost per of \$2,000					\$52,650			
	PY2022 "Carry-over" Participants					13			
	PY2023 "New" Participant Enrollment					13			
	Total Carry-over and New Participant to Serve (\$52,650 / \$2,000)					26			
	Active Participants (over 2 years) to Serve at Cost per of \$500					\$1,500			
	PY2022 - 2+ years "Carry-over" Participants					3			
	Cost per does not apply - PY2022 End of Service (EOS)/Exit/One Year Follow-Up					2			
	Pending Exits/Cost per does not apply - Once Processed will Count in EOS/Exit/Follow-Up Total Numbers					0			
	New Enrollment Goals								
	Quarters	1st	2nd	3rd	4th				
	Quarter Dates	07/01/2023 - 09/30/2023	10/01/2023 - 12/31/2023	01/01/2024 - 03/31/2024	04/01/2024 - 06/30/2024				
	New Enrollment per Quarter	2	3	3	3				
	Total New Enrollment for PY2023		11						
New Enrollment Target Population Guidelines									
School Dropout					72%				
English Language Learner					4%				
Justice System (Juvenile or Adult)					10%				
Foster System (Currently In or Aged Out)					6%				
Disability					8%				
II.	Work Experience (WEx) Services - Expenditures & Participants to Serve ("Real-Time")					TOTAL WEIGHT	20%		
	PY2023 Work Experience Service Budget					\$19,950			
	New WEx Active Participants to Serve at Cost per of \$2,500								
	Quarters	1st	2nd	3rd	4th	Total			
	"New" WEx Participants to Serve per Quarter	2	2	2	2	8			
	*NOTE: Three unpaid WEx placements is equivalent to one paid WEx placement								
	WEx Performance at Completion - Based on Worksite Supervisor Work Evaluation								
	Successful Completion - Performance is Measured in "Real Time" at end of WEx					85%			
	III.	Performance Measures - WIOA ("Lag-Time") & Outcome at EOS/Exit ("Real-Time")					TOTAL WEIGHT	40%	
		If High School Dropout, Attain GED/HSD					Performance is Measured in "Real Time" at End of Service (EOS)/Exit		85%
If GED/HSD Recipient, Attain Industry/WIOA Recognized Credential							85%		
Placement in Employment or Education or Advanced Training							85%		
State Required WIOA Performance		2nd Quarter After Exit - Placement in Employment or Education or Training				Performance is Measured Based on WIOA Reporting "One-Year Lag Time"		78%	
		4th Quarter After Exit - Placement in Employment or Education or Training						75%	
		During Participation or Within One Year After Exit - Attainment of Credential						77%	
		2nd Quarter After Exit - Median Earnings after Unsubsidized Employment						\$4,370	
		During a Program Year (Real-Time) - In-Program/Measureable Skills Gain						58%	
Customer Satisfaction			Not Yet Negotiated with State				90%		
IV.	Case Management Performance Measures ("Real Time")					MUST be Documented in WorkSource GA Portal/VOS		TOTAL WEIGHT	20%
	Main WIOA Barrier Verification Documented Properly		85%	Career Assessment Conducted within 30 Days of Enrollment		85%			
	Other Required Eligibility Documents Signed, Dated and Uploaded		85%	Original Service Plan Signed within 30 Days of Enrollment		85%			
	Eligibility and Application Dates in VOS Match Verification Documents		85%	Service Plan (IEP/ISS/ISP) Reviewed/Updated Every 60 Days		85%			
	Proof of Orientation Signed by Customer		85%	Ongoing Services Properly Documented		85%			
	Objective Assessment Completed and Summarized in VOS		85%	One of WIOA 14 Elements of Services Provided Every 30 Days		85%			
	All Mandatory Verification Linked to VOS Application		85%	Minimum of One Face-to-Face Contact Every 30 Days		85%			
	Mandatory Activities Assigned at Enrollment (412, 413, 417)		85%	Exit Documents Signed, Dated, and Uploaded		85%			
	Other Appropriate Service Activities Assigned		85%	Follow-Up Data Up-to-date in VOS (if applicable)		85%			
	V.	Requirements & Expectations							
A - Enrollment of new participants may include individuals funded by other sources who are provided services by WIOA-funded staff.									
B - Must ONLY enroll and serve 100% out-of-school customers.									
C - Must receive prior approval from ARC to serve individuals under 16 years of age.									
D - Must receive prior approval from ARC to provide WEx longer than 12 weeks.									
E - "New" WEx Participants means Active WIOA participants that have started a WEx during that quarter.									
F - With the exception of number "III", performance outcomes shall be reported to the NextGen Committee as "Real-Time" outcomes. Though indicated under number "IV", In-Program Skills Gain shall also be reported as "Real-Time" outcomes.									
G - Failure to "MEET" expectations as indicated herein, may result in deduction of the Contractor's approved budget, program probation or cancellation of the Contract.									
H - "Real-Time" - No, delay in time period to measure performance indicators.									
"One Year Lag-Time" - One year delay in time period to measure performance indicators.									

Compensation and Method of Payment

I. Compensation Information

- A. Compensation: In no event will the total compensation and/or reimbursement, if any, to be paid to the contractor under this contract exceed the sum of **\$285,636**. Contractor's invoices for payment will detail charges to be applied to each ARC funding source. In no event will charges applied to each funding source exceed the maximum amounts per funding source or be used before or after the start and ending dates for each funding source, as listed, and detailed on page E-4 and attached hereto and made a part of this contract.
- B. Authorized Expenditures: The amount of total compensation and/or reimbursement referred to in paragraph IA above, **\$285,636**, represents full funding of this contract, and is contingent upon such amount being made available to ARC by the Technical College System of Georgia – Workforce Development in the form of grant contract. At the time of execution of this contract, full funding may not be available. Therefore, the contractor is authorized to incur cost and seek reimbursement only up to a maximum total of **\$285,636**, as shown on page F-4:

Increases in authorized expenditures may be made up to the full funding amount. Any such authorizations shall be in writing and made between the parties hereto.

II. Method of Payment:

- A. The Contractor shall be entitled to receive payments on the following basis. As of the last day of each month during the existence of this contract, the Contractor shall submit to ARC an invoice requesting payment for all appropriate work and services completed during that month. The invoice shall also contain completed, signed and approved staff time sheets. The form of such invoice shall be determined by ARC.

Upon the basis of its audit, review, and approval of such invoice, and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract ARC will, based on the invoice(s) described above, make payments to the Contractor, but not more often than once a month, unless otherwise approved by ARC. Invoices shall be numbered consecutively and submitted each month until the project is completed.

Contractor's monthly invoices are to be received by ARC no later than the 10th day of the month following the reporting period. Invoices received after the 10th day of the month may not be processed for payment until the 5th day of the following month. Invoices received on time, without error and within budget shall be processed within 30 days from ARC's receipt of the invoice. ARC may,

at its discretion, disallow payment of all or part of an invoice not in conformance with any of the terms of this contract, as determined by ARC.

ARC will not be responsible for payments delayed due to, but not limited to, acts of nature, power outages, etc. ARC will make every attempt to process payments as soon as possible after such situations are resolved.

While ARC highly recommends that the contractor maintain its expenditures within its approved budget and budget line items, ARC does recognize that budgets are estimates and may be subject to change. As a result, ARC shall take into consideration any requests for budget modifications. Approval of such modifications, both cost and no-cost modifications, shall be determined by final approval of ARC and, if necessary, Technical College System of Georgia – Workforce Division.

All approved budget modification requests that change the overall budget (increase or decrease), must be amended to the contract.

The Contractor may be notified by ARC, in writing, on any decision by ARC to make no-cost modifications to the Contractor's budget made by ARC.

ARC will not permit any budget modifications that would cause funding to be used for any other purposes other than those consistent with the original purpose for which this budget was approved, unless otherwise approved by ARC. ARC does reserve the right to approve and disapprove requests that may be allowable, but not required by Federal, State, local and ARC laws and policies.

- B. Final Payment: Upon the completion of all work and services under this contract and the submittal of a final invoice, ARC shall pay all compensation due to the Contractor, less the total of all previous payments made.

Contractor's final closeout invoice must be received by ARC no later than 15 calendar days after the project completion date specified in Paragraph 3 of the contract. Any cost or obligations not claimed on the closeout invoices shall be deemed to be waived and the limit of ARC's liability shall be reduced accordingly without any further notice to Contractor. ARC may, at its discretion, disallow payment of all or part of a final invoice not in conformance with any of the terms of this contract, as determined by ARC.

No advances shall be made under this contract

- C. Payment Cycle: Payments from ARC are on a “net 30 day” basis, subject to availability of appropriate funding, and as described in Paragraph (II)(A) Method of Payment on page F-1 and F-2.

- III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the amount specified on page F-1, Paragraph (I)(A), and that the Contractor expressly agrees that

they shall do, perform, and carry out in satisfactory and proper manner, as determined by ARC, all of the work and services described in Exhibits A through D of this contract.

- IV. Other Requirements: In the case of a cost-reimbursable contract, in addition to the requirements in the main body of the Contract concerning "Requirements of Concerned Funding Agency," Contractor agrees to comply with and shall be bound by the applicable terms and conditions of all State and Federal laws or regulations governing and defining allowable costs and associated procurement standards, including, but not limited to, U.S. Office of Management and Budget 2 CFR Part 200, Uniform Guidance (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), or 29 CFR Part 97, as appropriate. All such documents are available for inspection in the offices of ARC and are hereby made a part of this contract as fully as if the same were attached hereto.

The Contractor further agrees that, if costs incurred by the Contractor are not in conformity with the above requirements and are subsequently disallowed as a result of a review or an audit either pursuant to paragraph concerning "Audits" in the main body of the contract, by ARC, the Concerned Funding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the Contractor shall promptly reimburse ARC in full for such disallowed costs.

- V. Financial Management System: The Contractor certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 29 CFR Part 97, or 2 CFR Part 200, as appropriate.
- VI. CFDA: 17.259

Cost Reimbursement Budget

I. GENERAL INFORMATION

Contractor Name: City of Holly Springs/Cherokee FOCUS

Contract Number: **WD2210.4**Contract Period: **July 1, 2021 - June 30, 2024**Maximum Funds Available: \$ **285,636**

<i>Funding Period Beginning</i>	<i>7/1/2021</i>	<i>7/1/2021</i>	<i>7/1/2022</i>	<i>1/1/2023</i>	<i>7/1/2023</i>		
<i>Funding Period Ending</i>	<i>6/30/2022</i>	<i>6/30/2022</i>	<i>6/30/2023</i>	<i>6/30/2023</i>	<i>6/30/2023</i>		
II. BUDGET CATEGORIES	Youth Out of School 104CB	Youth Out of School 204CB	Youth Out of School 304CB	Youth Out of School 304CF	Youth Out of School 404CB		Total
A. General Youth Services							
1. Personnel Salaries		3,702	29,242	12,766			45,710
2. Personnel Benefits		283	3,856	4,283			8,422
3. Operations			1,112	3,163			4,275
4. Facilities		4,600	5,248				9,848
5. Participant Activities/Support		46	929	349			1,324
6. Other		61,273	77,810	17,612			156,695
Total General Youth Services	-	69,904	118,197	38,173	-		226,274
B. Work Experience							
1. Personnel Salaries		1,733			1,400		3,133
2. Personnel Benefits		133			107		240
3. Operations					296		296
4. Facilities							-
5. Participant Activities/Support	10,590	1,096	11,571		16,447		39,704
6. Other		4,697	9,592		1,700		15,989
Total Work Experience	10,590	7,659	21,163	-	19,950		59,362
Total	10,590	77,563	139,360	38,173	19,950		285,636
**PY 2023 Budget Available	-	-	54,150	-	19,950		74,100

Cherokee County E 9-1-1

Cherokee County, Georgia

150 Chattin Dr ~ Holly Springs GA 30115

Phone: 678-493-4080 ~ Fax: 678-493-4199



MEMORANDUM OF UNDERSTANDING

Between

Cherokee County, Georgia

and

City of Holly Springs, Georgia

This Memorandum of Understanding (MOU) is made and entered into this 19th day of September 2023, by and between Cherokee County, a political subdivision of the State of Georgia, (the "County"), and the City of Holly Springs, a municipality of Cherokee County, Georgia (the "City").

The parties desire both to interface utilization of "9-1-1" as a number for procuring emergency services between the parties, and to form a cooperative "9-1-1" Emergency Answering Center for the purpose of receiving and dispatching emergency calls.

In consideration of the mutual benefits to be derived by each and the promises made and set forth herein, the parties agree to abide by all applicable CALEA standards and the following:

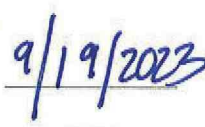
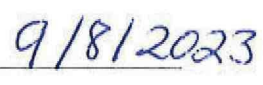
1. An organization known as the Cherokee County E 9-1-1 Center (the "Center") is hereby established. The purpose of the communications center is to provide emergency telephone answering, as well as radio and data services for the parties hereto. The Center shall provide emergency call answering services for law enforcement and also fire and emergency medical services in Cherokee County 24 hours a day, 7 days a week, and 365 days a year.
2. This agreement is effective through June 30th 2028, or until such time as both parties mutually agree to terminate.
3. The County shall hold title to and have care, custody, and control of the real property, equipment, furnishings, fixtures, and the Center. The County shall further be responsible for planning, acquiring, and maintaining the common equipment of the Center. Specific equipment purchased by the City or County for an individual agency to aid in a particular function of that agency shall remain the property of the purchasing entity.
4. The Center shall provide for its day-to-day operations, which will include personnel, management, operating costs, and office supplies. Subject to approval by the County, the Center shall be in charge of the hiring, training, disciplining, and management of the employees working on the premises of, or in conjunction with, the operation of the Center.

The County will administer the employee pay, insurance, vacations, and any and all benefits accruing to the employees.

5. The Center will maintain a record of services provided (i.e. phone, radio, and CAD records) as per the Georgia Retention Schedule.
6. Fees may be charged to the City for additional services as deemed appropriate, fair, and mutually agreeable.
7. The Center will work to maintain policies that are not in conflict with the policies established by its stakeholders.
8. Equipment and software purchases and contracts, for the purpose of operating the Center, shall be in the name of the County. The Center costs shall consist of the following items: buildings, recorders, phone lines, equipment, salaries and benefits, center supplies and materials, depreciation of equipment, employee training and related expenses, publicity expenses, and other expenses incurred during the day-to-day operations of the Center and based upon a fiscal budget approved by the County.
9. All funds, payments, and disbursements on behalf of the Center shall be accounted for by the respective finance departments of the County and the Center. The County shall conduct and annual audit of the 9-1-1 Surcharge Fund as required by state and federal law, and the Center shall conduct an audit of the annual budget.
10. Revenues received through the collection of the E 9-1-1 surcharge from local and cellular phone providers shall be administered by the County and utilized as prescribed by law. Primary use of funds shall be for facility lease/rental, improvements, utilities, communications equipment, and other computer hardware/software.
11. All gifts or grants in furtherance of the purpose of the Center shall be in the name of the County unless otherwise restricted or limited by donor or grantor and shall be used for the purpose of reducing the overall operating costs of the Center.
12. All claims for federal and state aid for the operation of the Center shall be made by or for the benefit of the County.
13. This contract may be amended by the Center Director or their designee upon receipt of a written request submitted by the party hereto.
14. Any dispute arising between the parties hereto shall be decided by the Center.

The Director of Cherokee County E 9-1-1 shall serve as the administrator of this agreement in the manner provided herein.

IN WITNESS WHEREOF, the parties, acting through their duly authorized officers, have caused this Agreement to be executed.

			
Geoffrey Morton	Date	Robert Logan	Date
County Manager		City Manager	
Cherokee County		City of Holly Springs	



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Maintenance Bonds—Carson Creek, The Gardens of Harmony Phases 3, 4, and 5, and The Retreat at Holly Springs
Acceptance of Roads—The Gardens Phases 3, 4, and 5 and The Retreat at Holly Springs

DATE: September 19, 2023

COUNCIL MEETING DATE: September 25, 2023

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision	Bond Type	Number	Amount
Carson Creek	Maintenance-Trees	609203770	\$70,000.00
The Gardens of Harmony Phase 3	Maintenance	SU1141683	\$74,087.69
The Gardens of Harmony Phase 4	Maintenance	CMS0326332	\$83,246.10
The Gardens of Harmony Phase 5	Maintenance	K13508963	\$84,648.31
The Retreat at Holly Springs	Maintenance	US00106121SU21A	\$48,989.57
The Retreat at Holly Springs	Maintenance-Paving	US00112742SU21A-M	\$25,031.00
The Retreat at Holly Springs	Maintenance-Curb/Sidewalks	US00112743SU21A-M	\$8,285.00
The Retreat at Holly Springs	Maintenance-Landscaping	US00112744SU21A-M	\$32,545.00

In addition, the following roads are requested for acceptance:

Subdivision	Road	Linear Feet
The Gardens of Harmony Phase 3	Gardens of Harmony Drive	433
	Rosemont Avenue	794
The Gardens of Harmony Phase 4	Gardens of Harmony Drive	2343
	Rockwood Court	969
The Gardens of Harmony Phase 5	Gardens of Harmony Drive	1439
	Greenbow Lane	306
	Rockwood Court	568

The Retreat at Holly Springs	Chapelcrest Lane	1199
	Knowles Place	240

The City Engineer has inspected these developments and approved the release of the bonds.

CONCURRENCES

City Engineer/Building Official

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Final Plats for Road Acceptance

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 The Retreat at Holly Springs Subdivision to become publicly maintained streets:

Subdivision	Road	Linear Feet
The Retreat at Holly Springs	Chapelcrest Lane	1199
	Knowles Place	240

This Resolution is adopted this 25th day of September, 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

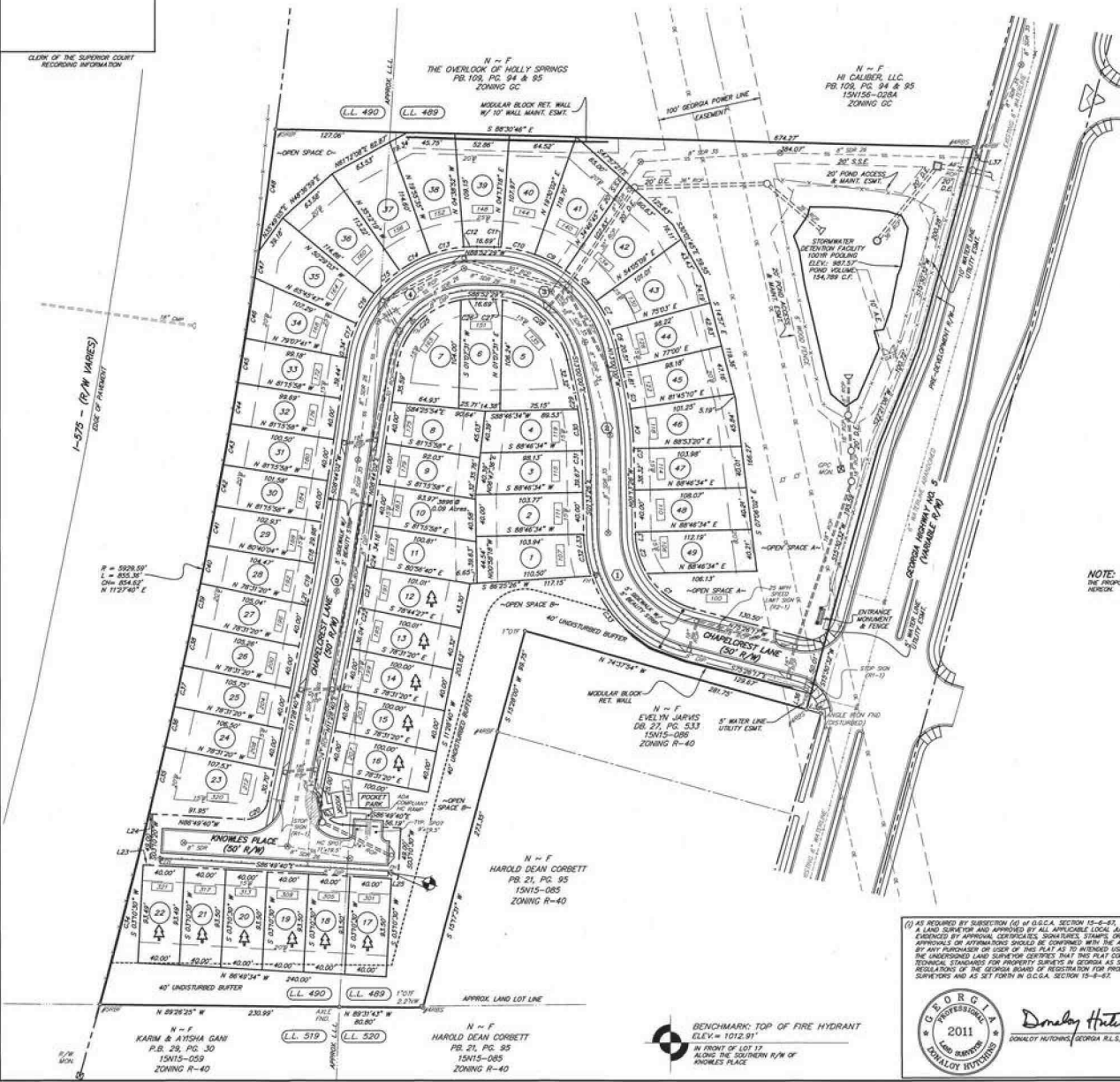
Karen Norred, City Clerk
(Seal)

Exhibit A

Plat
Recorded 11/19/2021 8:32 AM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 119 Page 1768
Participant IDs: 9822841399

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE
AUTHORITY HAVING BEEN FULFILLED, THIS PLAT IS APPROVED FOR RECORDING.
CHEROKEE COUNTY WATER AND
SEWERAGE AUTHORITY
DATE 10-21-2021

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION



NOTE: PER SECTION R401.3 OF THE 2012 INTERNATIONAL RESIDENTIAL CODE, THE ENTIRE LOT SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM ALL FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET, WHERE LOT LINES OR OTHER PHYSICAL BARRIERS PROHIBIT 6 INCHES OF FALL WITHIN 10 FEET, THE FINAL GRADE SHALL SLOPE AWAY FROM THE FOUNDATION AT A MINIMUM SLOPE OF 5 PERCENT AND THE WATER SHALL BE DIRECTED TO DRAINS OR SWALES TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. SWALES SHALL BE A MINIMUM OF 2 PERCENT.

- NOTE: THE AREA ADJACENT TO LOTS BEARING THIS SURVEY IS A TREE SHADE AREA THAT SHALL BE PROTECTED
- INDICATES LOTS CONTAINING WETLANDS AS PER APPROVED CONSTRUCTION PLANS
- INDICATES LOTS UPSTREAM OF LOW POINT CULVERT ROAD CROSSINGS OR DROP INLETS. MINIMUM FLOOD ELEVATIONS (MFE) INCLUDING BASEMENTS SHALL BE NO LESS THAN ONE (1) FOOT ABOVE THE 100-YEAR FLOOD ELEVATION ON THE LOW POINT IN THE ROAD WADSWORTH IS GREATER.
- INDICATES LOTS THAT ARE ADJACENT TO A 100-YEAR FLOODPLAIN OF THE CHEROKEE FUTURE CONDITIONS FLOODPLAIN RESUME AN ELEVATION CERTIFICATE INDICATING THAT THE FLOOD FLOOR ELEVATION OF THE STRUCTURE IS A MINIMUM OF ONE (1) FOOT CHEROKEE FUTURE CONDITIONS FLOODPLAIN OR ARE THREE (3) FEET ABOVE THE FEMA 100-YEAR FLOOD ELEVATION. SAID ELEVATION CERTIFICATE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT.

SIGN LEGEND

R1-1 STOP

R2-1 SPEED LIMIT 25

LOT AREA TABLE			
LOT #	ADDRESS	Sq. Ft.	ACRES
1	1209	4482 B	0.10 Acres
2	1211	4154 B	0.10 Acres
3	1213	4038 B	0.09 Acres
4	1215	3773 B	0.09 Acres
5	1217	3628 B	0.14 Acres
6	1219	4207 B	0.10 Acres
7	1221	5174 B	0.12 Acres
8	1223	3809 B	0.09 Acres
9	1225	3709 B	0.09 Acres
10	1227	3809 B	0.09 Acres
11	1229	4188 B	0.10 Acres
12	1231	4151 B	0.10 Acres
13	1233	4013 B	0.09 Acres
14	1235	4000 B	0.09 Acres
15	1237	4000 B	0.09 Acres
16	1239	4000 B	0.09 Acres
17	1241	3740 B	0.09 Acres
18	1243	3740 B	0.09 Acres
19	1245	3740 B	0.09 Acres
20	1247	3740 B	0.09 Acres
21	1249	3740 B	0.09 Acres
22	1251	3740 B	0.09 Acres
23	1253	4187 B	0.14 Acres
24	1255	4280 B	0.10 Acres
25	1257	4244 B	0.10 Acres
26	1259	4219 B	0.10 Acres
27	1261	4203 B	0.10 Acres
28	1263	4048 B	0.09 Acres
29	1265	4108 B	0.09 Acres
30	1267	4089 B	0.09 Acres
31	1269	4041 B	0.09 Acres
32	1271	4003 B	0.09 Acres
33	1273	4104 B	0.09 Acres
34	1275	4691 B	0.11 Acres
35	1277	2469 B	0.13 Acres
36	1279	2445 B	0.13 Acres
37	1281	2457 B	0.12 Acres
38	1283	2532 B	0.13 Acres
39	1285	4769 B	0.11 Acres
40	1287	5424 B	0.12 Acres
41	1289	5262 B	0.12 Acres
42	1291	6030 B	0.14 Acres
43	1293	4912 B	0.11 Acres
44	1295	4021 B	0.09 Acres
45	1297	4261 B	0.10 Acres
46	1299	4561 B	0.10 Acres
47	1301	4230 B	0.10 Acres
48	1303	4405 B	0.10 Acres
49	1305	4448 B	0.10 Acres
50	1307	8848 B	2.03 Acres
51	1309	4803 B	1.08 Acres
52	1311	5889 B	0.14 Acres

NOTE: GEORGIA HIGHWAY NO. 40 IS PROPOSED TO BE WIDENED. THE PROPOSED ROAD LOCATION & RIGHT OF WAY IS REFLECTED HEREON.

(1) AS REQUIRED BY SUBSECTION (C) OF O.G.C.A. SECTION 15-6-42, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS A SURVEY BY APPEAL CERTIFICATE. SIGNATURES, STAMPS, OR STATIONED HEREON SHALL BE APPROVED BY APPROPRIATE OFFICIALS. APPROVALS OF APPROPRIATE OFFICIALS SHOULD BE OBTAINED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO ANY INTEREST IN ANY PARCELS. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-6-42.

GEORGIA
2011
LAND SURVEYOR
DONALD HITCHCOCK

Donely Hutchins
DONALD HITCHCOCK, GEORGIA R.L.S.# 2011
DATE 10/26/2021

REVISIONS:

FIELD DATE: 10/26/2021
OFFICE DATE: 10/26/2021
SCALE: 1"=50'

DRAWN BY: RRM/JAC
CHECKED BY: DH
P.L.#: 1702

Gaskins
REGISTERED PROFESSIONAL LAND SURVEYOR

Mobile Office
1200 Fowler Springs Rd.
Marietta, GA 30064
Phone: (770) 424-7168
www.gaskins.com

Office
141 Bankers College Hwy
St. Cloud, GA 31084
Phone: (770) 476-9888

FINAL PLAT FOR:
THE RETREAT AT HOLLY SPRINGS

LOCATED IN L.L. 489 & 490
15th DISTRICT, 2nd SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GA. SHEET 3 OF 3

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 The Gardens of Harmony Subdivision to become publicly maintained streets:

Subdivision	Road	Linear Feet
The Gardens of Harmony Phase 3	Gardens of Harmony Drive	433
	Rosemont Avenue	794
The Gardens of Harmony Phase 4	Gardens of Harmony Drive	2343
	Rockwood Court	969
The Gardens of Harmony Phase 5	Gardens of Harmony Drive	1439
	Greenbow Lane	306
	Rockwood Court	568

This Resolution is adopted this 25th day of September, 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

WS Agenda Item III-L

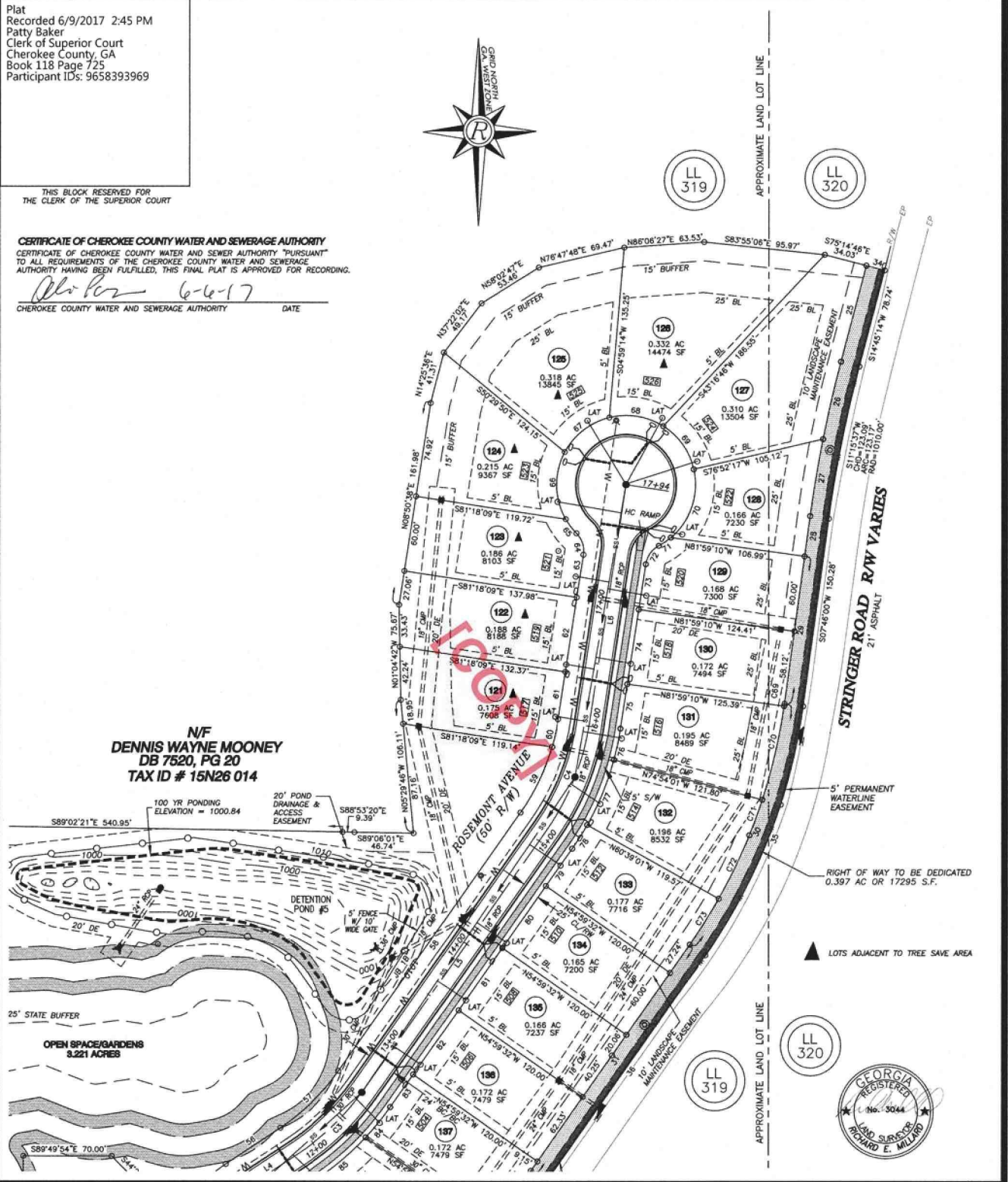
PLAT BOOK:118 PG:725 Filed: 06/09/2017 02:45 PM Clerk File Number: 28-2017-000370
 Rec: \$8.00
 Patty Baker, Clerk of Superior Court - Cherokee County, GA

Plat
 Recorded 6/9/2017 2:45 PM
 Patty Baker
 Clerk of Superior Court
 Cherokee County, GA
 Book 118 Page 725
 Participant IDs: 9658393969

THIS BLOCK RESERVED FOR
 THE CLERK OF THE SUPERIOR COURT

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

[Signature] 6-6-17
 CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE



SHEET 5 OF 8
 DATE: 1/16/17
 SCALE: 1" = 50'
 FILED: FNL/P01
 JOB#: 0215068.LNR
 DRAWN BY: WDC

THIS PLAT IS NOT VALID UNLESS IT BEARS
 THE ORIGINAL SIGNATURE, IN INK, OF THE
 REGISTRANT ACROSS THE REGISTRANT'S SEAL.

NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR
THE GARDENS OF HARMONY
 PHASE 3
 LOCATED IN
 LAND LOTS 319 & 320
 15TH DISTRICT, 2ND SECTION
 CITY OF HOLLY SPRINGS
 CHEROKEE COUNTY, GEORGIA

Rochester & Associates, Inc.
 425 Oak Street N.W. Gainesville, Georgia 30501
 (770)718.0600 (770)718.9090 Fax www.rochester-assoc.com

Plat
Recorded 8/10/2021 12:06 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 119 Page 1453
Participant IDs: 9658393969

▲ LOTS ADJACENT TO TREE SWE AREA
• LOTS ADJACENT TO FLOOD FAIN - MFFE 946.00'

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

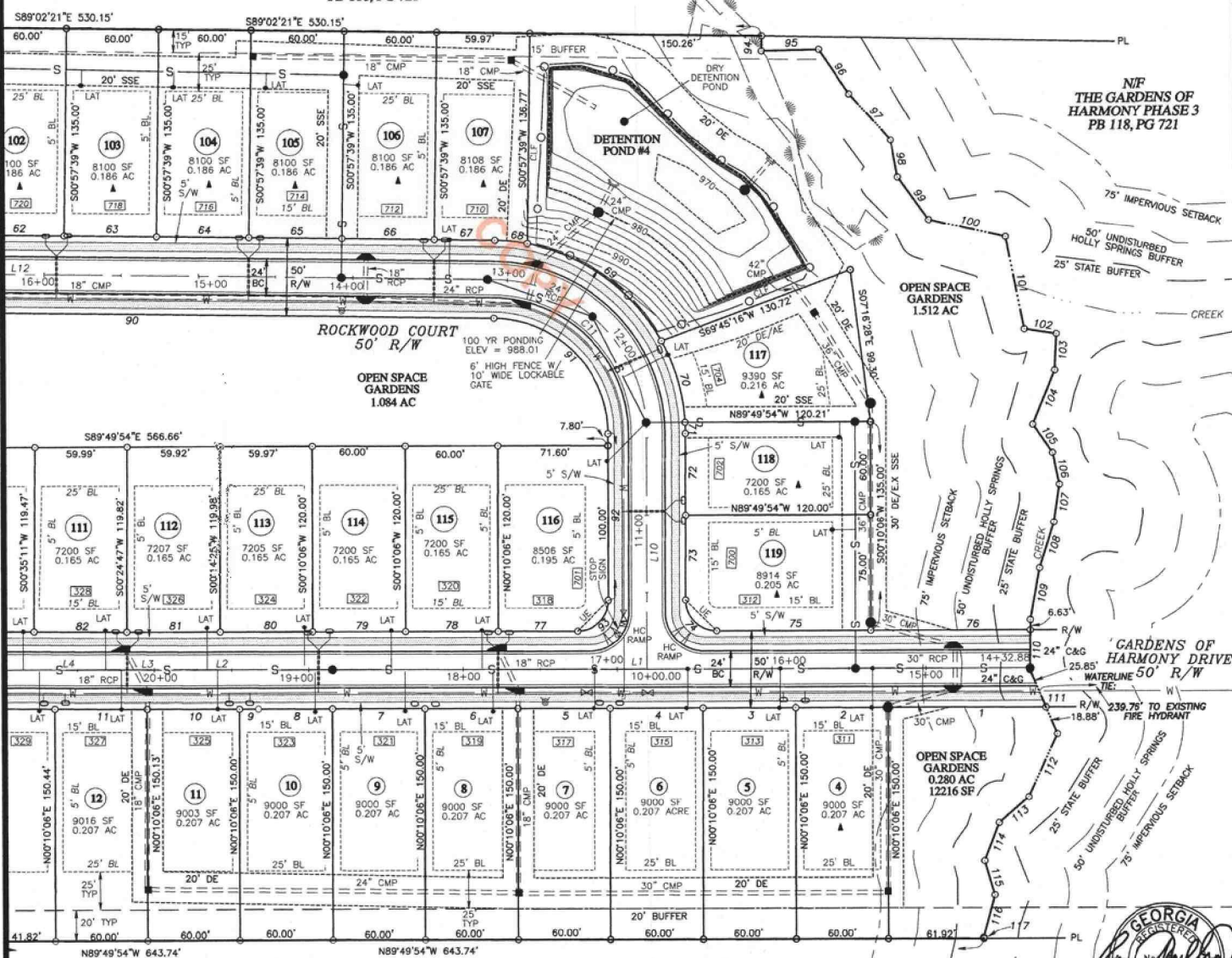
[Signature]
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
7-26-2021
DATE



THIS BLOCK RESERVED FOR
THE CLERK OF THE SUPERIOR COURT

N/F
DENNIS WAYNE MOONEY
PB 118, PG 721

N/F
DENNIS WAYNE MOONEY
PB 118, PG 721

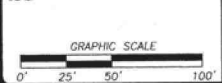


N/F
D.R. HORTON, INC

SHEET
4 OF
7

DATE: 8/28/21
SCALE: 1" = 50'
FILE# F11904
JOB# G215068.LNR
DRAWN BY WDC

THIS PLAT IS NOT VALID UNLESS IT BEARS
THE ORIGINAL SIGNATURE, IN INK, OF THE
REGISTRAR ACROSS THE REGISTRANT'S SEAL.



NO.	DATE	DESCRIPTION
1	7/21/21	SEE REVISION NOTE #1, SHEET #1
REVISIONS		

FINAL SUBDIVISION PLAT FOR:
GARDENS OF HARMONY
PHASE 4

LOCATED IN
LAND LOTS 259, 318 & 319
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

Rochester
& Associates, Inc.

425 Oak Street N.W. • Gainesville, Georgia 30601
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

WS Agenda Item III-L

Plat
Recorded 8/10/2021 12:06 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 119 Page 1454
Participant IDs: 9658393969

THIS BLOCK RESERVED FOR
THE CLERK OF THE SUPERIOR COURT



N/F
THE GARDENS OF HARMONY
FUTURE PHASE

N/F
DENNIS WAYNE MOONEY
PB 118, PG 721

ROCKWOOD COURT
50' R/W

ROCKWOOD COURT
50' R/W

OPEN SPACE
GARDENS
1.084 AC

N/F
THE GARDENS OF HARMONY
FUTURE PHASE

GARDENS OF
HARMONY DRIVE
50' R/W

N/F
THE GARDENS OF HARMONY
FUTURE PHASE

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
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.

[Signature]
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY

7-26-2021
DATE



SHEET 5 OF 7
DATE: 8/28/17
SCALE: 1" = 50'
FILE# FNL04
JOB# G215068.LNR
DRAWN BY WDC

THIS PLAT IS NOT VALID UNLESS IT BEARS
THE ORIGINAL SIGNATURE, IN INK, OF THE
REGISTRANT ACROSS THE REGISTRANT'S
SEAL.
GRAPHIC SCALE
0' 25' 50' 100'

NO.	DATE	DESCRIPTION
1	7/21/21	SEE REVISION NOTE #1, SHEET #1)
REVISIONS		

FINAL SUBDIVISION PLAT FOR:
GARDENS OF HARMONY
PHASE 4
LOCATED IN
LAND LOTS 259, 318 & 319
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

Rochester
& Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

Plat
Recorded 8/10/2021 12:06 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 119 Page 1455
Participant IDs: 9658393969

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
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.

[Signature] 7-26-2021
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

▲ LOTS ADJACENT TO TREE SAVE AREA
• LOTS ADJACENT TO FLOOD PLAIN - MFFE 946.00'



N/F
SEASONS PRESERVE AT
HICKORY FLAT HOA, INC.
PB 102, PG 18

WETLANDS

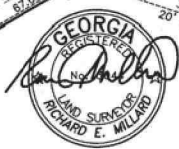
FLOOD PLAIN
ELEV. 943

DETENTION
POND #3

COPY

OPEN SPACE
GARDENS
13.493 AC
FUTURE AMENITY
AREA

GARDENS OF
HARMONY DRIVE
50' R/W



N/F
DENNIS WAYNE MOONEY
PB 118, PG 721

SHEET 6 OF 7
DATE: 8/28/17
SCALE: 1" = 50'
FILED: PNL/PD
JOB# G215068.LNR
DRAWN BY WDC

THIS PLAT IS NOT VALID UNLESS IT BEARS
THE ORIGINAL SIGNATURE, IN INK, OF THE
REGISTRANT ACROSS THE REGISTRANT'S SEAL.
GRAPHIC SCALE
0' 25' 50' 100'

NO.	DATE	DESCRIPTION
1	7/21/21	SEE REVISION NOTE #1, SHEET #1)
REVISIONS		

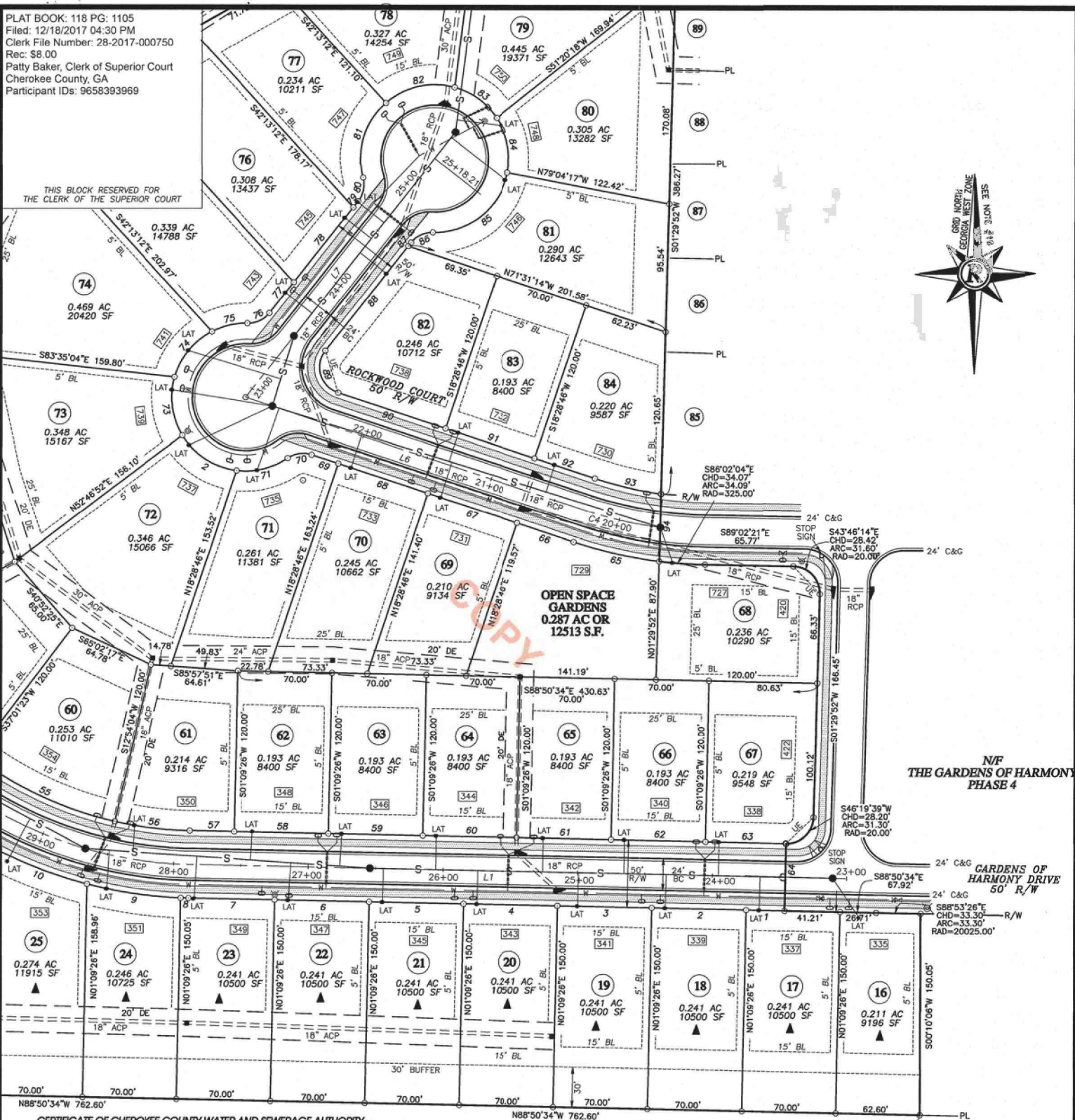
FINAL SUBDIVISION PLAT FOR:
**GARDENS OF HARMONY
PHASE 4**
LOCATED IN
LAND LOTS 259, 318 & 319
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

**Rochester
& Associates, Inc.**
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com



PLAT BOOK: 118 PG: 1105
 Filed: 12/18/2017 04:30 PM
 Clerk File Number: 28-2017-000750
 Rec: \$8.00
 Patty Baker, Clerk of Superior Court
 Cherokee County, GA
 Participant IDs: 9658393969

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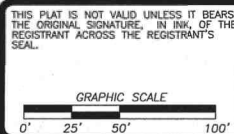


CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
 CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT"
 TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE
 AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

[Signature] 12-12-17
 CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

N/F
MICHAEL J. MCELHENY AND GLORIA A. MCELHENY
 DB 1179, PG 111
 TAX ID #15N26 013

- ▲ LOTS ADJACENT TO TREE SAVE AREA
- * LOTS ADJACENT TO FLOOD PLAIN - MFFE 946.00'
- ◆ LOT CONTAINS WETLAND AREAS



FINAL SUBDIVISION PLAT FOR:
**GARDENS OF HARMONY
 PHASE 5**
 LOCATED IN
 LAND LOT 318
 15TH DISTRICT, 2ND SECTION
 CITY OF HOLLY SPRINGS
 CHEROKEE COUNTY, GEORGIA

**Rochester
 & Associates, Inc.**
 425 Oak Street N.W. • Gainesville, Georgia 30501
 (770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com



PLAT BOOK: 118 PG: 1106
 Filed: 12/18/2017 04:30 PM
 Clerk File Number: 28-2017-000751
 Rec: \$8.00
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 Cherokee County, GA
 Participant IDs: 9658393969

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 CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

- ▲ LOTS ADJACENT TO TREE SAVE AREA
- * LOTS ADJACENT TO FLOOD PLAIN - MFFE 946.00'
- ◆ LOT CONTAINS WETLAND AREAS

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N/F
**THE GARDENS OF HARMONY
 PHASE 4**



SHEET 5 OF 7
 DATE: 9/25/17
 SCALE: 1" = 50'
 FILE# FNL05
 JOB# 0215068.LNR
 DRAWN BY WDC

THIS PLAT IS NOT VALID UNLESS IT BEARS
 THE ORIGINAL SIGNATURE, IN INK, OF THE
 REGISTRANT ACROSS THE REGISTRANT'S
 SEAL

GRAPHIC SCALE
 0' 25' 50' 100'

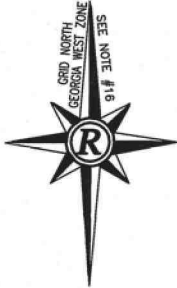
NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR:
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 PHASE 5**
 LOCATED IN
 LAND LOT 318
 15TH DISTRICT, 2ND SECTION
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PLAT BOOK: 118 PG: 1107
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 Clerk File Number: 28-2017-000752
 Rec: \$8.00
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 Cherokee County, GA
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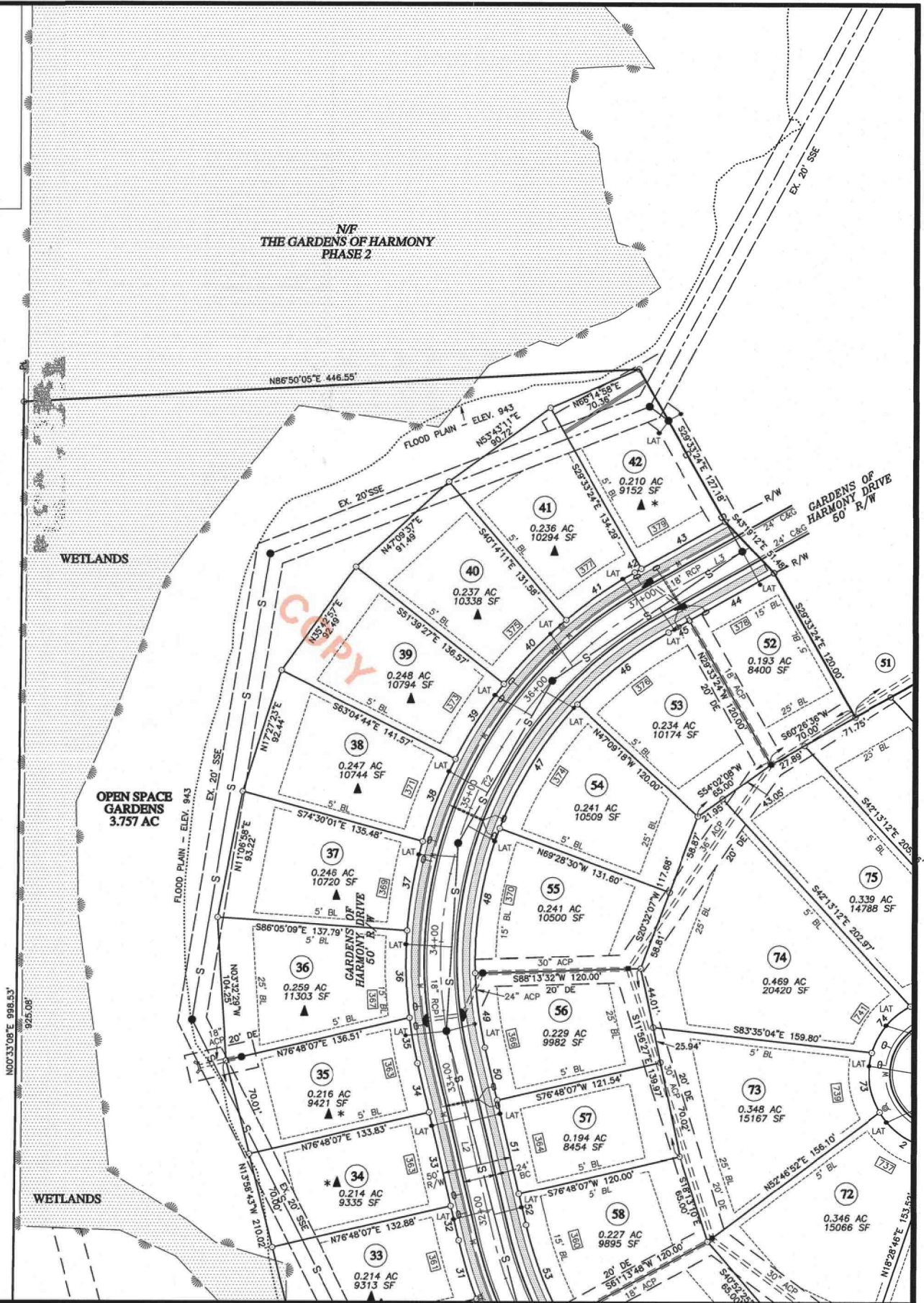


N/P
 HARMONY ON THE LAKES AT HOLLY SPRINGS
 COMMUNITY ASSOCIATION, INC.
 DB 8460, PG 376
 TAX ID #15N20 560B & 15N20 560E

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

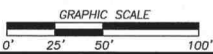
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY

- ▲ LOT ADJACENT TO TREE SAVE AREA
- * LOTS ADJACENT TO FLOOD PLAIN - MFE 946.00'
- ◆ LOT CONTAINS WETLAND AREAS



SHEET 6 OF 7
 DATE: 9/25/17
 SCALE: 1" = 50'
 FILE: FNLP05
 JOB: G215068.LNR
 DRAWN BY: WDC

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NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR:
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 PHASE 5**
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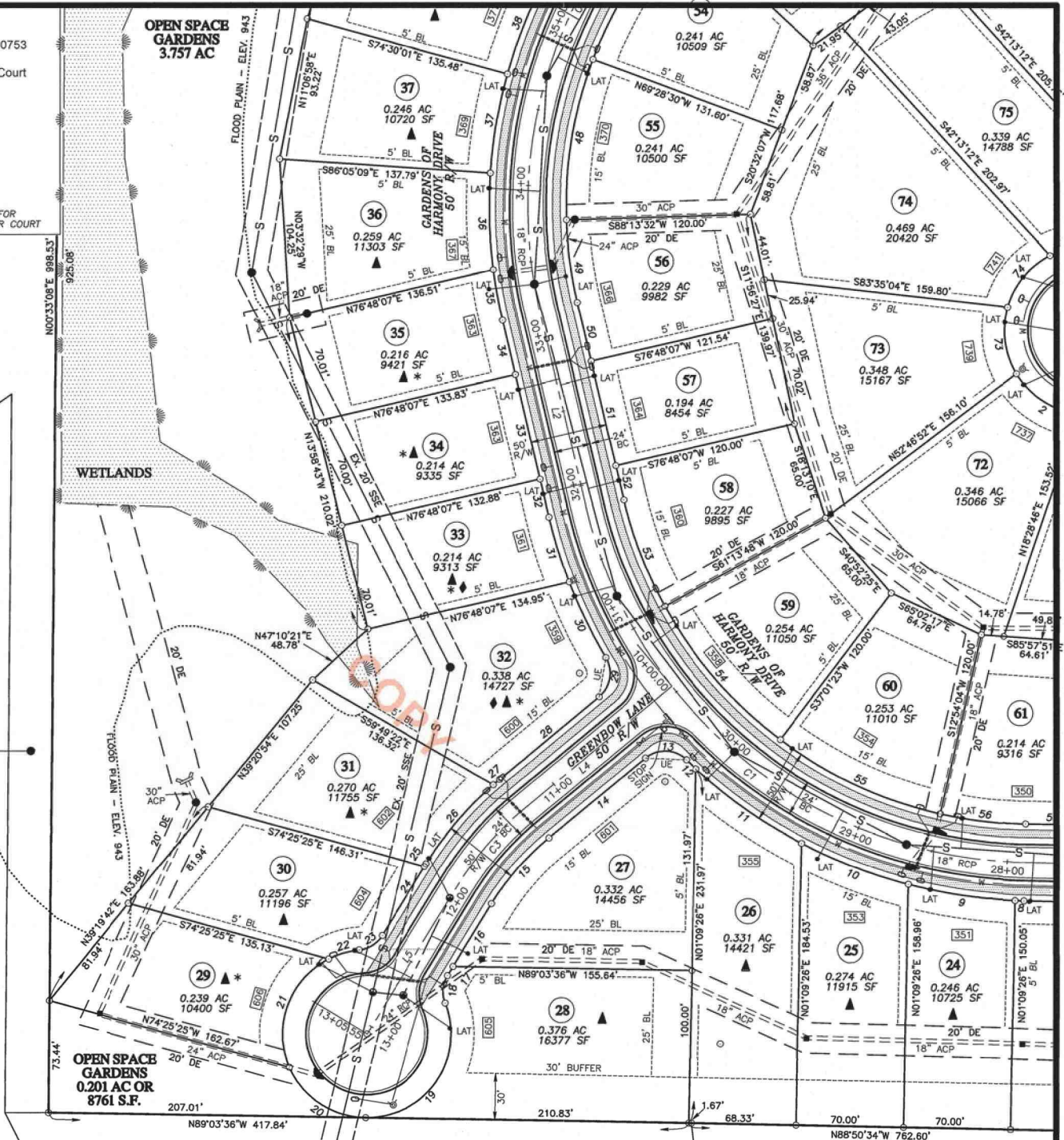
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PLAT BOOK: 118 PG: 1108
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 Clerk File Number: 28-2017-000753
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N/F
 HARMONY ON THE LAKES AT HOLLY SPRINGS
 COMMUNITY ASSOCIATION, INC
 DB 8460, PG 376
 TAX ID #15N20 560B & 15N20 560E



N/F
 JIMMY LEON MOONEY
 DB 4415, PG 126
 TAX ID #15N26 014B

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
 CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWER AUTHORITY "PURSUANT"
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[Signature] D-12-17
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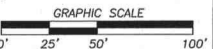
♦ LOT CONTAINS WETLAND AREAS
 ♦ LOTS ADJACENT TO TREE SAVE AREA
 * LOTS ADJACENT TO FLOOD PLAIN - MFFE 946.00'



SHEET 7 OF 7

DATE: 9/25/17
 SCALE: 1" = 50'
 FILE# FNLPOS
 JOB# G215068.LNR
 DRAWN BY WDC

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HOLLY SPRINGS POLICE DEPARTMENT

OPERATIONS MANUAL

11.1 USE OF FORCE

EFFECTIVE DATE: December 19, 2022

REVISED DATE: September 6, 2023

REVIEW DATE: January 25, 2023

CHIEF OF POLICE: Tommy Keheley

I. PURPOSE

To establish guidelines on the use of lethal and less than lethal force.

To establish guidelines and rules for proper use, care, and display of less than lethal force weapons.

II. POLICY

This is a high liability policy that applies to the use of lethal force such as the firing of a firearm, or less than lethal force such as the use of Oleoresin Capsicum spray, or hard empty hand/striking techniques. It is the policy of this department that police personnel shall use only that force which is objectively reasonable to effectively bring an incident under control while protecting the lives of the officer and others. Once the need for the force is no longer present, the continued use of force cannot be justified. When force is used against an individual who is actively resisting a lawful arrest or attempting to commit an act of violence against another person, the use of physical force will end immediately when the incident is under control.

III. DEFINITIONS

- A. COMPLIANCE: A state in which a subject responds to verbal commands and cooperates with requests regarding his/her behavior.
- B. CONTROL: A state in which a subject is not a threat to the safety or security of an officer or any other individual, is not actively resisting arrest.
- C. LETHAL FORCE: Any use of force that is reasonably likely to cause death or great bodily harm.
- D. LESS THAN LETHAL FORCE: Any use of force, which is neither reasonably likely nor intended to cause great bodily harm or death.
- E. OBJECTIVELY REASONABLE: Given the totality of the circumstances confronting the officer at that time, when viewed objectively, the action was justified.

- F. GREAT BODILY HARM: Any injury that creates a substantial risk of death, causes serious and/or permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.
- G. FORCIBLE FELONY: Any felony which involves the use or threat of physical force or violence against any person. These offenses include but are not limited to: murder; felony murder; burglary; robbery; armed robbery; kidnapping; hijacking of an aircraft or motor vehicle; aggravated stalking; rape; aggravated child molestation; aggravated sexual battery; arson in the first degree; the manufacturing, transporting, distribution, or possession of explosives with intent to kill, injure, or intimidate individuals or destroy a public building; terroristic threats; or acts of treason or insurrection. (O.C.G.A. § 16-11-131 (e))

IV. PROCEDURES

Holly Springs Police Department employees shall treat all persons, regardless of their involvement in a situation, with humanity, courtesy, and the dignity due any human being, to the extent that such treatment is allowed by the subject's actions. Employees shall always maintain a professional bearing and not be argumentative or purposefully engage in acts that may incite a subject to become physically aggressive.

A. DECISION TO USE FORCE

1. Officers shall never use a degree of force greater than that which is objectively reasonable. Such objectively reasonable force may be used:
 - a. To affect an arrest
 - b. To prevent the escape of or apprehend a fleeing offender subject to the requirements of O.C.G.A. § 17-4-20(b),
 - c. To overcome passive and active resistance,
 - d. To prevent an escape from custody,
 - e. To neutralize an unlawful assault upon the officer or another person,
 - f. To protect an officer or another person from the imminent threat of great bodily harm or death (O.C.G.A. § 16-3-21).
2. The use of physical force will end immediately when the incident is under control. Members shall not mentally or physically abuse any person that they contact or take into their custody or control.
3. Justification for the use of force is limited to what is objectively reasonable based on the facts known or perceived by the officer at the time they decide to use force. Facts unknown to the officer cannot be considered when determining whether the action was justified.

B. MEDICAL CARE

1. Once resistance ends following the use of lethal or less than lethal force and the subject is under the officer's control, the officer is obligated to provide appropriate medical aid as quickly as reasonably possible following ANY law enforcement action in which visible injuries have been sustained or there are complaints of injuries. Medical care may include providing basic first aid, requesting emergency medical services, and/or arranging for transportation to a medical facility. Officers who believe medical aid is necessary will, when possible, notify Cherokee County Dispatch of the need for assistance and request a Fire Rescue/EMS response to the scene. It will be the responsibility of any officer or employee who has immediate knowledge of the injury or complaint of injury to ensure that the medical care is provided.
2. Any time that medical care is provided for an individual involved in a use of force incident, the employee will immediately notify a supervisor.

V. USE OF LESS THAN LETHAL FORCE AND WEAPONS

The methods listed below represent a series of options that an officer may use as necessary to help control a situation and/or a resisting subject. These methods are not required to be used in sequential order. **Officers will use only that force which is objectively reasonable to accomplish lawful objectives and, when possible will apply de-escalation techniques.** Force must be objectively reasonable as it pertains to stopping unlawful use of force being used against them or another person.

Officers will never jeopardize their safety attempting to utilize less than lethal force options when justified in using lethal force.

When reasonable, a verbal warning should be given before the use of less than lethal weapons. The verbal warning should announce that such force will be used if compliance is not obtained. No warning is needed if an imminent threat exists to the safety of any person.

Only officers who have successfully completed an agency approved training course in the proper use and deployment of less than lethal weapons and have shown proficiency in their use shall be authorized to use or to carry them.

A. OFFICER PRESENCE

The way an officer carries themselves can influence a situation. Officers showing confidence and professionalism may de-escalate a possible confrontation.

B. VERBAL CONTROL

The manner and form in which an officer speaks to an individual can be an effective means of exerting control. Volume and tone can also be effective to control certain situations.

1. The use of discriminatory slurs, disrespectful, or argumentative conduct is prohibited. The use of profanity is discouraged.

C. ESCORT COMPLIANCE

Uncooperative individuals who refuse to be placed into custody may be controlled by a combination of strength, leverage, joint locks, and pressure points. The object of this force is to gain control and compliance while minimizing risk to the person being placed into custody, bystanders, and the officer.

D. CHEMICAL AGENTS – OLEORESIN CAPSICUM SPRAY

Oleoresin Capsicum (OC) spray is a chemical agent approved for use by officers. OC spray will be used only to the extent necessary to overcome the unlawful resistance of an individual and within department guidelines. OC spray shall be restricted to situations where other types of force may be ineffective or inappropriate.

1. Issue and Carry Procedures

- a. The department may issue OC spray and an approved holster to sworn personnel.
- b. The issued OC spray will be of a major manufacturer as designated by the department to include size and strength.
- c. The OC spray canister and holster will not be altered from factory specifications and condition of issuance without authorizations from the Department Training Officer and written approval from the Deputy Chief of Police.
- d. Only OC spray canisters issued by this department may be carried and utilized while on duty.
- e. The OC spray canister should be protected from excessive heat.
- f. If an OC spray cannister is damaged or in need of replacement, the officer will turn the canister into the Departmental Training Officer for replacement.

2. Use Procedures

Officers shall, whenever possible:

- a. Remain upwind from the subject and avoid entering the spray area.
- b. Maintain a safe distance from the subject.

- c. Direct a single spray burst of between one and three seconds at the subject's eyes, nose, and mouth. Additional bursts may be used if necessary.
 - d. Avoid use under conditions where such use may affect innocent bystanders or other law enforcement personnel.
 - e. Exercise care when using OC spray in the vicinity of fire and/or flames.
3. Following the Use of OC Spray
- a. A subject will normally display symptoms of temporary blindness, difficulty breathing, burning sensation in the throat, nausea, lung pain, and/or impaired thought processes. Subjects should be told what to expect to avoid a panic reaction, informed that the effects are temporary, and encouraged to breathe normally and remain calm. When possible, officers should get them fresh air as soon as is reasonable.
 - b. The subject(s) should be brought under control as soon as possible then handcuffed and searched.
 - c. When possible, use large amounts of cool water to wash the eyes and exposed skin. Soap may be used except soap which is oil based.
 - d. Officers should closely monitor the subject for indications the subject needs immediate medical attention including difficulty breathing, gagging, profuse sweating, and unconsciousness.
 - e. Police officers will notify Cherokee County Dispatch after each use of OC spray and, when possible, request a Fire Rescue/EMS response and a supervisor. In the event of a Fire Rescue/EMS response, decontamination of the subject(s) will be conducted at the scene by EMS personnel.

The individual will be observed by EMS personnel after initial decontamination to determine if further medical treatment at a medical facility is required. This determination will be based upon the recommendation of EMS personnel. If transportation to a medical facility is determined to be required, a police officer shall accompany the individual to the hospital and shall remain there until relieved, or until the individual is cleared and released from medical care by hospital personnel.

- f. In the event of a combative or non-compliant subject contaminated with OC spray, or when a subject resists attempts by EMS personnel to decontaminate, the subject will be transported as soon as possible to the Cherokee County Adult Detention Center (ADC) and turned over to ADC staff. The officer will document any refusal to cooperate in the associated incident report and monitor the subject closely during all phases of transport. ADC staff will be notified of the subject's resistance to care. Care will be provided following the transfer of custody by ADC staff in compliance with applicable Cherokee County Sheriff's Office Policy.

- g. When placing the subject in a police vehicle, the subject shall be seated upright, or if laying down, placed face up. At no time shall a subject be placed face down in a police vehicle following exposure to OC spray.
- h. Buildings, vehicles, etc. exposed to OC spray may be decontaminated by opening all windows and ventilation sources, washing the area with soap and water, and cleaning off affected food packages. The affected area should be clear of OC spray within thirty minutes after its initial use.

E. CONDUCTIVE ELECTRICAL WEAPON

The Conductive Electrical Weapon (CEW) Is a less than lethal weapon approved for use by officers. CEW will be used only to the extent necessary to overcome unlawful resistance of an individual and within department guidelines. CEW shall be restricted to situations where other types of force may be ineffective or inappropriate.

1. Issue and Carry Procedures

- a. The department will issue every sworn officer, who is designated for issuance, a CEW and approved holster for on-duty usage.
- b. The CEW and holster will not be altered from factory specifications and condition of issuance without authorization from the Department Training Officer and written approval from the Deputy Chief of Police.
- c. Only CEWs issued by this department may be carried and utilized while on duty.
- d. Police officers will also adhere to this policy when carrying a CEW in an off duty/part-time capacity.
- e. CEWs will not be left unattended unless safely secured and stored.
- f. Police officers will carry the CEW on their duty belt in the issued holster in a location approved by the Departmental Training Officer.
- g. The CEW will be carried in a manner that does not hinder the drawing of the firearm or use of the portable radio and which limits access by aggressors.
- h. At no time will the CEW be carried in a position that prevents the officer from accessing it for use.
- i. The CEW will be carried on the front half of the body and at no time will it be positioned on the rear half of the belt behind the firearm or portable radio.
- j. Non-uniform police officers are not mandated to carry the CEW as full-time carry equipment. When non-uniform officers carry the CEW, the unit will be carried in a manner which is safe and is readily accessible to the officer.

- k. If a CEW is damaged or in need of replacement, the officer will turn the device in to the Departmental Training Officer for repair or replacement.
- 2. Device Inspection and Maintenance
 - a. Officers are responsible for ensuring CEWs are fully operational. Officers will confirm the status of the unit via the status lights positioned at the viewing window located at the rear of the housing.
 - b. The Departmental Training Officer will be responsible for coordinating any routine maintenance and data downloads of CEWs. All maintenance and data downloads will be documented, and the records will be kept by the Departmental Training Officer.
- 3. Use Procedures
 - a. Any officer using a CEW will, when reasonable, notify other officers on the scene of his/her intentions prior to deployment. In the event an officer must use a CEW without the opportunity to give verbal notice to other officers on the scene, the exigent circumstances must be explained in the associated incident report.
 - b. The CEW will be aimed at the lower center body mass of the intended target for frontal discharges and the center body mass for rear discharges. Officers will not intentionally aim at the upper chest, face, neck, or groin area.
 - c. The CEW will cause most subjects to fall. Officers must consider the potential injury to subjects who are running, traveling at high rates of speed (bicycles, skateboards, etc.), or are situated in elevated places (roofs, ladders, trees, etc.) where a fall could result in great bodily harm or death.
 - d. The CEW may be deployed in the mode most appropriate to the situation and the level of force required: display, contact, and/or firing.
 - e. CEWs will not be deployed/utilized under the following circumstances unless lethal force would be considered reasonable:
 - i. Near flammable liquids or fumes.
 - ii. On subjects who have been sprayed with OC spray, or an equivalent by another agency or private party.
 - iii. On women who are known, or appear to be pregnant, unless exigent circumstances exist.
 - iv. On subjects who reasonably appears to be elderly, substantially physically handicapped, or of a prepubescent age.
 - v. On subjects holding a firearm unless no other option is available to the officer.

- vi. On subjects who are handcuffed, except when they are actively assaulting an officer, or another individual and other methods of control have proven ineffective.
- vii. On subjects who are non-responsive or have passed out.
- viii. On subjects who are on an elevated surface or any surface where an uncontrolled fall might result in great bodily harm or death.

4. Following the Use of the Conductive Electrical Weapon

- a. The subject should be brought under control as soon as possible then handcuffed and searched.
- b. Police officers will notify Cherokee County Dispatch after each use of the CEW and request a Fire Rescue/EMS response and a supervisor. The supervisor is required to respond to the scene. Fire Rescue/EMS will be requested to the scene of every probe removal incident. If an exigent circumstance exists that prevents the request and/or response of a supervisor or of Fire Rescue/EMS, the officer will document the exigent circumstance in the associated incident report.
- c. EMS personnel will be responsible for checking the subject's vitals and overall condition and medically clearing the individual prior to transport.
- d. When reasonable, removal of probes will be done by officers. If a probe barb has broken off and is still embedded in a subject's skin, the subject shall be transported to a medical facility for the removal of the object.
- e. Probes that are deeply embedded and/or located in the face, ear, breast, or groin will not be removed at the scene. The subject will be transported to the nearest hospital, and appropriate medical personnel will remove the probes.
- f. The probes, which are considered a biohazard, will be placed in the spent cartridge, barb side down. The cartridge will be covered with a bio-protective glove, securely taped, and the evidence bag marked as biohazard. The spent cartridge(s) and probes will be maintained as evidence until final disposition of the case. Cartridges and probes will be disposed of in an approved biohazard container following universal precautions.

5. Supervisor Responsibilities

Supervisors will, when possible:

- a. Ensure subjects are monitored for any adverse effects, and that appropriate medical treatment is provided.
- b. Ensure all required photographs are taken.

- c. Notify the Departmental Training Officer so that a data download from the CEW may be scheduled/completed.
- d. Document all relevant information in the supervisors' statement on the Response to Resistance form.
- e. If a subject experiences adverse effects from a CEW and is admitted to the hospital or dies, the supervisor will take custody of the CEW and follow reporting procedures in accordance with S.O.P. Chapter 11.2. The device will be secured until it is turned over to the Departmental Training Officer, who will be responsible for downloading the data and testing the device to ensure proper functioning. The Departmental Training Officer will report the findings to the person responsible for investigating the incident.

6. Documentation

- a. Incident report, which will include:
 - Location where the probes attached to the subject, and how the probes attached (ex: left shoulder and right thigh in clothing only; chest and left ankle in the skin);
 - Number of cycles utilized;
 - How the suspect was handcuffed (ex: under power or complied with verbal commands);
 - Names(s) of the person(s) who removed the probes.
- b. Photographs will be taken and will be included as an evidentiary portion of the report. The photographs should include:
 - Wounds resulting from the probes contacting the subject and any other visible injuries;
 - Spent cartridge case and deployed probes;
 - Any visible injuries to the officer(s)
- c. Response to Resistance form and any additional information required to document the event.

7. Unintentional Discharge

- a. If an unintentional discharge occurs and no one is struck, the officer will immediately contact a supervisor and complete an incident report detailing the circumstances.

- b. If a subject is struck as a result of an unintentional discharge, the officer responsible will immediately notify a supervisor, complete an incident report and Response to Resistance form, and provide medical attention as outlined in E.4 of this policy section.

F. EXPANDABLE BATON

The expandable baton is a less than lethal weapon approved for use by officers. The expandable baton will be used only to the extent necessary to overcome unlawful resistance of an individual and within department guidelines. The expandable baton shall be restricted to situations where other types of force may be ineffective or inappropriate.

1. Issue and Carry Procedures

- a. The department will provide every sworn officer of the department with and expandable baton and approved holster for on duty usage.
- b. The expandable baton and holster will not be altered from factory specifications and condition of issuance without authorization from the Department Training Officer and written approval from the Deputy Chief of Police.
- c. Only the expandable baton issued by this department may be carried and utilized while on duty.
- d. The expandable baton will be carried on the duty belt in a manner that does not hinder the drawing of the firearm.
- e. At no time will the expandable baton be carried in a position that prevents the officer from accessing it for use.

G. LESS THAN LETHAL PROJECTILES

Less Than Lethal Projectiles are less than lethal weapons approved for use by officers. The less than lethal projectile weapon issued by the department is a bean bag round (BBR) shotgun. The BBR shotgun will be used only to the extent necessary to overcome unlawful resistance to an individual and within department guidelines. The BBR shotgun shall be restricted to situations where other types of force may be ineffective or inappropriate.

1. Issue and Use Procedures

- a. Specific weapons shall be designated for deployment of Less Than Lethal Projectiles and shall be definitively marked by paint or other conspicuous distinguishing features as authorized by this department.
- b. Designated less than lethal weapons shall be loaded only with less than lethal projectiles and shall be kept only by authorized personnel in a manner designated by the department.

- c. Officers authorized to use the BBR shotgun shall receive annual training and will be required to re-qualify annually.
- d. Officers shall receive agency-authorized training specifically designed to simulate actual deployment situations and conditions to enhance officers' discretion and judgement in using the BBR shotgun in accordance with this policy.
- e. Use or deployment of the BBR shotgun should be at the direction of an on-duty supervisor unless it is reasonably likely that failure to take immediate action would result in injury, death, or serious property damage.
- f. Consideration may be given to the use of the BBR shotgun against those who are posing a threat of death or great bodily harm to themselves or others.
- g. Impact projectiles shall be directed at the subject target areas based on the circumstances at hand, established safety priorities, the exigency of the situation, and the level of force that is reasonable.

H. HARD EMPTY HAND/STRIKING TECHNIQUES

Hard Empty Handed/Striking Techniques involve the officer's natural weapons (i.e., fists, hands, elbows, knees, feet etc.) in controlling a person and their use of unlawful force against the officer or another.

I. WEAPONS OF LAST RESORT

This policy will not preclude officers from using any available resource when defending themselves or another from physical assault likely to cause great bodily harm or death.

J. PROHIBITED WEAPONS AND TECHNIQUES

The following weapons and control techniques are prohibited unless lethal force would be considered reasonable:

- 1. The use of choke holds or any technique restricting the intake of oxygen for the purpose of gaining control of a subject.
- 2. Blackjacks, sap sticks, slap gloves, sap gloves, brass knuckles, or any other weighted material.
- 3. Claws of metal or strong plastic designed as come-a-longs which attach to the wrists or other body parts and can be tightened by twisting.

VI. LETHAL FORCE

A. PARAMETERS FOR USE OF LETHAL FORCE

Lethal force, referred to in Georgia State Law as Deadly Force, is defined as that force a reasonable and prudent person would consider likely to cause death or great bodily harm and such force may be used if:

1. There is sufficient reason to believe that the person against whom the force is used is about to kill or grievously injure the officer, or another person; or
2. There is sufficient reason to believe that the force must be used to prevent the commission of a forcible felony.
3. To prevent the escape from the custody of a person where there is probable cause to believe they have the intent and ability to put another individual in imminent physical danger.
4. Whenever practical and objectively reasonable, officers should identify themselves as a police officer and issue a verbal warning prior to using lethal force against a subject.

Any use of Lethal force shall be compliant with state law as outlined in O.C.G.A. § 17-4-20(d).

B. FIREARMS RESTRICTIONS

1. Except for maintenance, inspections, or during training, police officers shall not draw or exhibit their firearms unless circumstances create reasonable belief that it may be necessary to use the weapon in conformance with this policy.
2. Warning shots are prohibited.
3. Police officers shall not fire their firearms at or from a moving vehicle, unless exigent circumstances exist. Officers should make every effort not to place themselves in a position of danger when attempting to approach, stop or pursue a motor vehicle to avoid the vehicle becoming a threat of death or great bodily harm to the officer.
4. While on duty, police officers will only carry department issued firearms with department issued ammunition.
5. Officers shall comply with all department policy, local, state, and federal laws while in possession of a firearm on or off duty.

VII. DUTY TO INTERVINE

When an officer of this agency is witness to an apparent or known excessive use of force by another officer, the witnessing officer has a duty and obligation to intervene to prevent or stop the apparent excessive use of force. These events/actions will be included in a formal report submitted to the appropriate supervisor.

**City of Holly Springs
City Council Work Session Meeting Minutes
August 7, 2023**

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilwoman Dee Phillips, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

Elected Officials Absent: Mayor Pro Tem Michael Roy Zenchuk, II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Communications & External Affairs Director Erin Honea, Chief Tommy Keheley, Deputy Chief Greg Clyburn, and Information Technology Manager/Facilities Manager Ron Carter.

I. Call to Order

Mayor Miller called the meeting to order.

II. Pledge of Allegiance

Mayor Miller led the Pledge of Allegiance.

III. Invocation

Councilwoman Phillips gave the invocation.

IV. Public Comments

No public comments were made.

V. New Business

- A. Discussed CUP-04-2023, Gurdev, Inc. dba TNT Package Store requests a conditional use permit for a Liquor Store Establishment for property located off of Holly Springs Parkway, Holly Springs, GA, tax parcel 081A of tax plat 15N15A
- B. Discussed MA-12-2023, Blue River Development Acquisitions, LLC requests rezoning of 3.52 +/- acres located off of Marble Quarry Road, Holly Springs, GA, tax parcel 050C of tax plat 15N14 from TND, Traditional Neighborhood Development, to R-20, Single Family Residential
- C. Discussed final branding of the Community Branding Initiative from the University of Georgia's Carl Vinson Institute of Government
- D. Discussed the 2023 Comprehensive Plan Update Information
- E. Discussed the Live Scan System maintenance agreement between Holly Springs Municipal Court and i3-SSI, LLC dba Synergistic Software Integrated
- F. Discussed park rental fees

- G. Discussed naming the park in the Taylors Farm Subdivision
- H. Discussed the Davenport Public Finance engagement letter for financial advisory services
- I. Discussed a resolution authorizing the reimbursement of project expenses for Urban Redevelopment projects
- J. Discussed the Cherokee County Cooperation Agreement Amendment to include the HOME Program
- K. Discussed the East Coast Grading, Inc. change order for patching of Hickory Road and Palm Street
- L. Discussed a resolution to amend the adopted Municipal Services Master Fee Schedule
- M. Discussed a resolution to amend the stormwater service fee rates
- N. Discussed a resolution to open and authorize the City Manager and/or Finance Director to manage a Certificate of Deposit (CD)
- O. Discussed two quitclaim deeds between Terri Norton and the City of Holly Springs, Georgia

VI. Adjournment

Councilwoman Phillips made a motion to adjourn. Councilman Wilbur seconded the motion. Motion carried 4-0.

**City of Holly Springs
Special Called Meeting Minutes
August 7, 2023**

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilwoman Dee Phillips, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

Elected Officials Absent: Mayor Pro Tem Michael Roy Zenchuk, II

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Communications & External Affairs Director Erin Honea, Chief Tommy Keheley, Deputy Chief Greg Clyburn, and Information Technology Manager/Facilities Manager Ron Carter.

I. Call to Order

Mayor Miller called the meeting to order.

II. New Business

- A. Councilwoman Phillips made a motion to approve the final branding of the Community Branding Initiative from the University of Georgia's Carl Vinson Institute of Government. Councilman Wilbur seconded the motion. Motion carried 4-0.
- B. Councilwoman Phillips made a motion to approve the Davenport Public Finance Engagement Letter for financial advisory services and to ratify the City Manager's signature. Councilman Wilbur seconded the motion. Motion carried 4-0.
- C. Councilwoman Phillips made a motion to approve a resolution authorizing the reimbursement of project expenses for Urban Redevelopment projects currently estimated to be \$8,080,000. Councilman Wilbur seconded the motion. Motion carried 4-0.
- D. Councilwoman Phillips made a motion to approve the Cherokee County Cooperation Agreement Amendment to include the HOME Program and to ratify the Mayor's signature. Councilman Wilbur seconded the motion. Motion carried 4-0.
- E. Councilwoman Phillips made a motion to approve the East Coast Grading, Inc. change order for patching of Hickory Road and Palm Street in an amount not to exceed \$4,500 and to ratify the City Manager's signature. Councilman Wilbur seconded the motion. Motion carried 4-0.
- F. Councilwoman Phillips made a motion to approve a resolution to amend the adopted Municipal Services Master Fee Schedule. Councilman Wilbur seconded the motion. Motion carried 4-0.

III. Adjournment

Executive Session

- Real Estate

Councilwoman Phillips made a motion to adjourn and enter into executive session for the purpose of real estate. Councilman Moore seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Public Hearing Minutes
August 21, 2023**

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

Staff Present: City Attorney Bobby Dyer, City Manager Rob Logan, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Communications and External Affairs Director Erin Honea, Finance Director Denise Lamazares, Assistant City Clerk/Records Manager Lou Stewart, Captain Barton, Captain Hales, Sergeant Babar, Sergeant Burns, Sergeant Adams, Corporal Staber, Corporal Snider, Corporal Wood, Officer Wash, Officer Landry and Officer Miller.

I. Call to Order

Mayor Miller called the Public Hearing to order.

II. Business/Public Hearing

- A. Finance Director Denise Lamazares presented information concerning the proposed 2023 Millage Rate.

III. Public Comments

No public comments were made.

IV. Adjournment

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Work Session Minutes
August 21, 2023**

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

Staff Present: City Attorney Bobby Dyer, City Manager Rob Logan, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Communications and External Affairs Director Erin Honea and Finance Director Denise Lamazares.

I. Call to Order

Mayor Miller called the Work Session to order.

II. Public Comments

Ms. Heather Upchurch stated concerns for traffic safety on Old Magnolia Way.

III. Presentation

- A. Mr. Doug Gebhardt with Davenport & Company, LLC gave a Public Bond Presentation

IV. Old Business

- A. Discussed the 2023 Comprehensive Plan Update

V. New Business

- A. Discussed the amendments of Chapter 74 – Traffic and Vehicles; Article VII. - Traffic Calming Procedures
- B. Discussed amendment number 02 concerning the Holly Springs Town Center Parking Deck Project
- C. Discussed the Supplemental Agreement for the Davenport Financial Advisory contract
- D. Discussed the Annual Comprehensive Financial Report
- E. Discussed the renewal of the DataWorks Plus Contract
- F. Discussed a quote from Apex Fence Company
- G. Discussed a quote from My Georgia Plumber

VI. Adjournment

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

**City of Holly Springs
City Council Business Meeting Minutes
August 21, 2023**

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

Staff Present: City Attorney Bobby Dyer, City Manager Rob Logan, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Communications and External Affairs Director Erin Honea, Finance Director Denise Lamazares, Assistant City Clerk/Records Manager Lou Stewart, Captain Barton, Captain Hales, Sergeant Babar, Sergeant Burns, Sergeant Adams, Corporal Staber, Corporal Snider, Corporal Wood, Officer Wash, Officer Landry and Officer Miller.

I. Call to Order

Mayor Steven W. Miller called the Business Meeting to order.

II. Pledge of Allegiance

Mayor Steven W. Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro Tem Zenchuk gave the invocation.

IV. Presentations

City Manager Robert H. Logan recognized Karen Norred, City Clerk and Human Resources Director for Twenty Years of Service.

Chief Tommy Keheley recognized Corporal Scott Staber, Corporal Travis Wood and Sergeant Jay Burns for promotion recognitions.

Mayor Miller recognized Bruce and Sharon Van Camp for the Yard of the Month.

Councilman Whitaker made a motion to move all items under Unfinished Business and New Business, with the exception of Items VI-E and VII-A to the consent agenda. Councilman Moore seconded the motion. Motion carried 5-0.

V. Consent Agenda

A. July 3, 2023 Council Work Session and Special Called Meeting Minutes

B. July 17, 2023 Council Work Session and Council Business Meeting Minutes

C. Live Scan System maintenance agreement between Holly Springs Municipal Court and i3-SSI, LLC dba Synergistic Software Integrated and authorize the Court Administrator, Donna Sanders to execute the agreement

- D. A resolution to amend the stormwater service fee rates
- E. A resolution to open a CD and authorize the City Manager and/or Finance Director to manage the Certificate of Deposit (CD)

Unfinished Business Items

- A. Ordinance CUP-04-2023, Gurdev, Inc. dba TNT Package Store requests a conditional use permit for a Liquor Store Establishment for property located off of Holly Springs Parkway, Holly Springs, GA, tax parcel 081A of tax plat 15N15A, with stipulations as outlined in ordinance CUP-04-2023
- B. Ordinance MA-12-2023, Blue River Development Acquisitions, LLC requests rezoning of 3.52 +/- acres located off of Marble Quarry Road, Holly Springs, GA, tax parcel 050C of tax plat 15N14 from TND, Traditional Neighborhood Development, to R-20, Single Family Residential, with stipulations as outlined in ordinance MA-12-2023
- C. Recommendation to submit the 2023 Comprehensive Plan Update to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA)
- D. A resolution to amend the Municipal Master Fee Schedule with staff recommendations for park rental fees
- F. A quitclaim deed between Terri Norton and the City of Holly Springs, Georgia concerning all that tract or parcel of land lying and being in Land Lot 265 of the 15th District, 2nd Section, Cherokee County, Georgia, containing .20 acres shown as Tract B on a plat of survey prepared for Terri Norton by Wikle Land Surveying P.C. dated April 7, 2022
- G. A quitclaim deed between the City of Holly Springs, Georgia and Terri Norton concerning all that tract or parcel of land lying and being in Land Lot 265 of the 15th District, 2nd Section, Cherokee County, Georgia, containing .20 acres shown as Tract C on a plat of survey prepared for Terri Norton by Wikle Land Surveying P.C. dated April 7, 2022

New Business Items

- B. Amendment number 02 dated August 1, 2023 to the agreement between City of Holly Springs, Georgia and Kimley-Horn and Associates, Inc. dated January 7, 2019 concerning the Holly Springs Town Center Parking Deck Project with a budgetary maximum labor fee in an amount not to exceed \$36,000 and to ratify the City Manager's signature
- C. A Supplemental Agreement for the Financial Advisory Services contract, between Davenport Public Finance and the City of Holly Springs, Georgia dated July 28, 2023, related to the issuance of the URA Series 2023 Bonds

- D. Renewal of the DataWorks Plus Contract for the City of Holly Springs Police Department, in an amount not to exceed \$1,420
- E. A quote from Apex Fence Company for the installation of a security fence and gate at the new Public Works Facility located at 956 Univeter Road in an amount not to exceed \$26,115
- F. A quote from My Georgia Plumber for the dual water fountain replacement and leak repair at J. B. Owens Park

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

VI. Unfinished Business

- E. Mayor Pro Tem Zenchuk made a motion to approve a resolution naming the park in the Taylors Farm Subdivision to Karen Johnson Barnett Park. Councilman Wilbur seconded the motion. Motion carried 5-0.

VII. New Business

- A. Councilman Whitaker made a motion to approve an ordinance to amend the code of the City of Holly Springs, Georgia, as amended; to amend Chapter 74 – Traffic and Vehicles; Article VII. - Traffic Calming Procedures with revisions to Section 74-145(d) to provide for proof of residency as determined by the City Manager. Councilman Moore seconded the motion. Motion carried 5-0.

VIII. Reports

Finance Director Denise Lamazares informed the July monthly financial report was included in the packet.

IX. Adjournment

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

Meeting adjourned.

Respectfully Submitted.

Attest:

Steven W. Miller, Mayor

Karen Norred, City Clerk
(Seal)



August 24, 2023

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

Subject: Award Recommendation – Barrett Memorial & Taylor's Farm/Barrett Springs Parks Improvements

Dear Mr. Logan:

Technical evaluation of the bids submitted for the above referenced project has been completed. A thorough review has confirmed that each proposal met all of the prescribed requirements. The table below summarizes the bidders and their prospective bids.

RANK	BIDDER	AMOUNT
1	Magnum Contracting, LLC	\$1,210,107.00
2	PE Structures & Associates	\$1,276,300.00
3	Triscapes, Inc.	\$2,161,033.09

Complete bid packages for all bidders are included as Enclosures 1-3. They are being returned for safekeeping until the contract has been awarded. Bid Bonds will need to be returned to the remaining bidders at your earliest opportunity.

Magnum Contracting, LLC submitted the qualifying low bid as it was within 1% of the engineer's estimate. I recommend award of this project to Magnum Contracting, LLC, as they have met all of the prescribed requirements of the bid documents.

Furthermore, a Notice of Award has been included to as Enclosure 5. It should be placed on City letterhead and, upon award, mailed to Magnum Contracting, LLC at 2 Mountain Park Drive, Jasper, GA 30143. The final contract documents will be prepared for signatures and forwarded for execution while we await Payment Bonds, Performance Bonds, and Certificates of Insurance from the contractor. When these items are received and the contracts have been executed, a Notice to Proceed will be issued.



August 24, 2023
City of Holly Springs
Page 2

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

Sincerely,

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

Jacob Hughes, P.E.
Consultant City Engineer

Cc: Project File

ENCL: (1) Bid Package, Magnum Contracting, LLC
 (2) Bid Package, PE Structures & Associates
 (3) Bid Package, Triscapes, Inc.
 (4) Blank
 (5) Notice of Award

Steven W. Miller, Mayor

September 25, 2023
Date

Attest:

Karen Norred, City Clerk
(Seal)

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 1.99+/- acres, identified as tax parcel 106D of tax plat 15N16, Land Lot 775 of the 15th District of Cherokee County and identified in Exhibits A, Location Map, and B, Conceptual Site Plan, from GC, General Commercial to TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Ben Lively, Sunward Properties, requesting rezoning in the City of Holly Springs, Georgia, concerning 1.99+/- acres, identified as tax parcel 106D of tax plat 15N16, Land Lot 775 of the 15th District of Cherokee County and identified in Exhibits A, Location Map, and B, Conceptual Site Plan, from GC, General Commercial to TND, Traditional Neighborhood Development; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 1.99+/- acres, identified as tax parcel 106D of tax plat 15N16, Land Lot 775 of the 15th District of Cherokee County and identified in Exhibits A, Location Map, and B, Conceptual Site Plan, is hereby rezoned from GC, General Commercial to TND, Traditional Neighborhood Development; and

Section 2

The approval of this application has the following stipulations attached:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.

4. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than twenty percent.
5. Density shall be limited to a maximum gross density of 10.05 units per acre, or a maximum of 20 fee simple single-family residential attached townhome dwelling units.
6. Signage at the entrance point shall be ground based, monument style. The entrance areas shall be professionally designed, landscaped and maintained. All project signage will be consistent with the architectural design regulations established for the principal and accessory buildings within the project and shall comply with Article 19, Design Guidelines for Model Zoning Districts of the Holly Springs Zoning Ordinance.
7. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
8. Gutters shall blend with the architectural style of the buildings, consistent with the building design as established by the owner/developer and approved by the City of Holly Springs.
9. Asphalt roof shingles shall be architectural grade with a dimensional textured surface and shall be algae resistant.
10. Garage doors shall be setback a minimum of 20 feet from the back of sidewalks.
11. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
12. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers. The required buffer on the west side of the property shall be reduced to allow the proposed entrance; however, a fence or a dense buffer, to be approved by the City Arborist, shall be required to be installed.
13. Owner/developer shall be responsible for the installation of sidewalks (5' sidewalk with a 5' beauty strip), decorative street lamps, accel/decel lanes and curb and gutter along the entire road frontage of Edmondson Lane, as approved by the City Engineer, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District. Sidewalks shall also be constructed along the northern right-of-way of Edmondson Lane from the east property line to the Village Shoppes of East Cherokee entrance.
14. Owner/developer shall be responsible for the provision of sufficient right-of-way along Edmonson Lane for the installation of parallel parking as approved by the City Engineer.

15. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Holly Springs Parkway or Edmondson Lane. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

Section 3

This ordinance shall become effective September 25, 2023, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

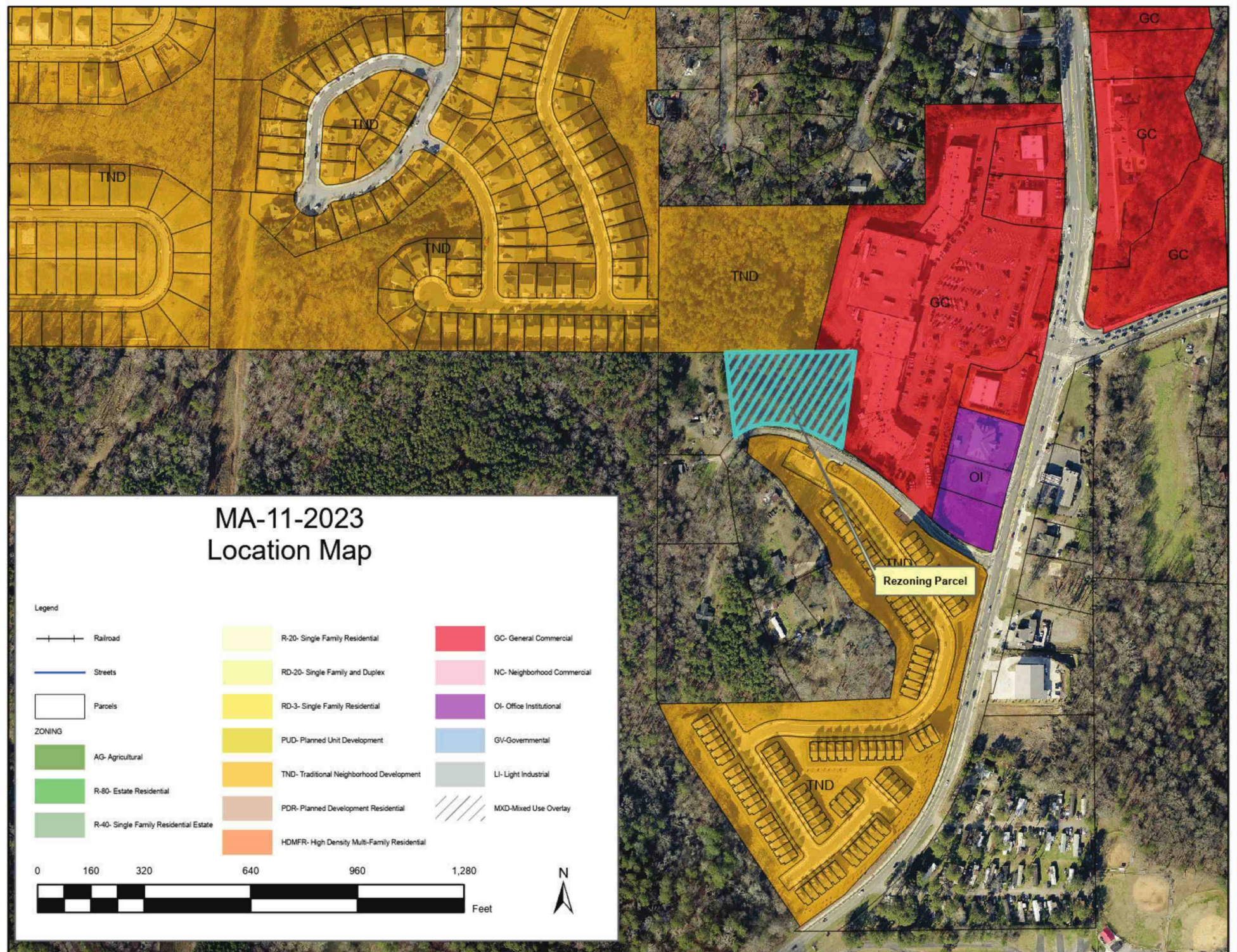
Adopted the 25th day of September, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)





Vicinity Map (NTS)

FIRM Panel Vignette (NTS)

EXISTING ZONING: GC

ORIGINALLY ZONED GENERAL COMMERCIAL

MINIMUM LOT AREA 50,000 SQ. FT. 1/4 ACRE AND NONE IF LOCATED IN TOWN CENTER DISTRICT AS DEFINED BY ARTICLE 19

MINIMUM LOT WIDTH 100 FT.

FRONT SETBACK 10 FT.

LOCAL SETBACK 10 FT.

SIDE SETBACK 10 FT.

REAR SETBACK 10 FT.

PARCEL ID: 15N16 106 D

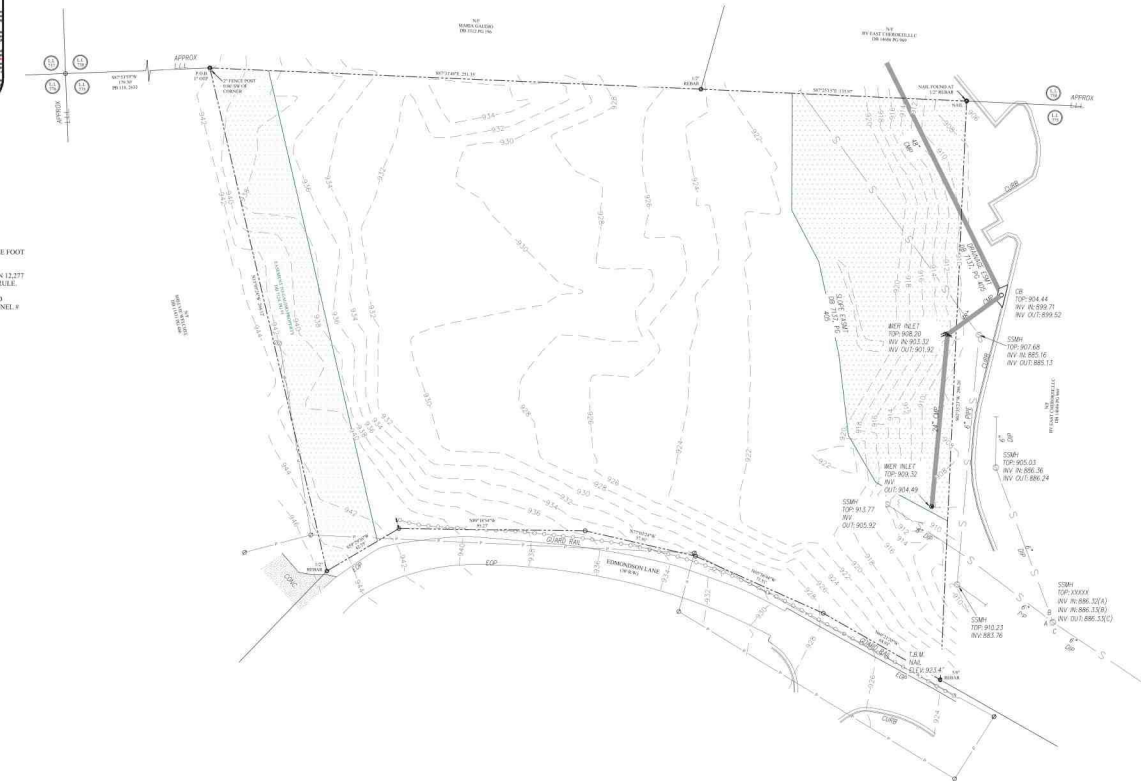
THE SURVEYOR IN NO WAY INTENDS TO INTERPRET OR MAKE CONCLUSION REGARDING THE ZONING AND SETBACK DESIGNATION SHOWN HEREON. THIS INFORMATION IS REPORTED FROM PUBLIC INFORMATION OBTAINED FROM CITY OR COUNTY PLANNING AND ZONING DEPARTMENTS.

OWNERROXBORO ROAD LLC
6075 LAKE FOREST DR
ATLANTA, GA 30328**SURVEYOR**BOUNDARY ZONE, INC.
800 SATELLITE BLVD
SUWANEE, GEORGIA 30024**BUILDER / EMERGENCY CONTACT**BEN LIVELY
SUNWARD PROPERTIES
30 GUNDAW CT, ROSWELL, GEORGIA, 30076
P: 770-575-2817
F: 770-364-2967
E: SUNWARDPROPERTIES@GMAIL.COM**FLOOD HAZARD STATEMENT:**

THIS IS TO CERTIFY THAT NO PORTION OF THIS SITE LIES WITHIN A FEDERALLY DESIGNATED 100 YEAR FLOOD HAZARD AREA AS SHOWN ON THE F.I.R.M. MAP OF CITY OF HOLLY SPRINGS, GEORGIA PANEL #13057C0244E, EFFECTIVE ON 06/07/2019.

GENERAL NOTES:

- TOTAL AREA: 1.996 ACRES / 86,027 SQUARE FEET
- BOUNDARY REFERENCE: DB 1432, PG 151A, PG 151B, PG 163
- FIELDWORK PERFORMED ON 06/24/2022
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT
- 5,283.256 FEET
- THIS PLAT HAS BEEN PREPARED USING A TRIMBLE ROBOTIC TOTAL STATION
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,277 FEET, AND AN ANGULAR ERROR OF 10 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE
- FLOOD HAZARD STATEMENT: THIS IS TO CERTIFY THAT THIS SITE DOES NOT LIE WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE F.I.R.M. MAP OF CITY OF HOLLY SPRINGS AS SHOWN ON PANEL #13057C0244E, EFFECTIVE ON 06/07/2019
- PROJECT NARRATIVE: BEGINNING TO ADD TOWNHOMES FOR RESIDENTIAL DWELLING
- SITE LOCATION: 5426 EDMONDSON LN, HOLLY SPRINGS, GA 30188
- CRETA OR DRAINAGE WALLS DO NOT EXIST ON THIS PROPERTY
- NEW STORM DRAIN PIPES ARE PROPOSED
- THIS PROPERTY DOES NOT LIE WITHIN THE CHATTAHOOCHEE RIVER CORRIDOR
- THIS PROPERTY IS NOT ON OR WITHIN 200 FEET OF WATERS OF THE STATE

GRID NORTH
GEORGIA WEST ZONE
DATUM NAVD 1983
SCALE: 1"=30'

DATE: 06/27/2022

REVISION

REVISION TO THE SEPARATION NUMBER OF THIS CITY AND DISTRICT

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FINANCIAL HIGHLIGHTS
August 31, 2023



Budget Summary
67% of year lapsed

	2022 Year End (audited)	2023 Budget	2023 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	11,334,756	12,050,000	5,432,237	45.08%
Operating Grant Fund	75,353	75,000	102,030	136.04%
American Rescue Plan (ARP) Act of 2021	2,003	5,769,200	54,219	0.94%
Parks & Recreation Fund	484,836	500,000	2,220,173	444.03%
Tax Allocation District	279,561	300,135	122,498	40.81%
Hotel/Motel Tax Fund	4,765	6,000	3,658	60.96%
Urban Redevelopment Agency	3,785,668	3,454,000	2,523,759	73.07%
SPLOST III Fund	2,982	290,000	22,150	7.64%
SPLOST V Fund	4,272,346	11,835,000	4,969,948	41.99%
Town Center Fund	4,185,668	3,754,000	2,848,759	75.89%
Debt Service Fund	649,368	2,300,135	3,258,430	141.66%
Stormwater Utility Fund	471,014	470,000	14,602	3.11%
TOTAL REVENUES - ALL FUNDS	\$ 25,548,319	\$ 40,803,470	\$ 21,572,462	52.87%

EXPENDITURES/EXPENSES BY FUND				
General Fund	12,323,943	12,050,000	9,003,080	74.71%
Operating Grant Fund	75,353	75,000	103,922	138.56%
American Rescue Plan (ARP) Act of 2021	-	5,769,200	3,271,203	56.70%
Parks & Recreation Fund	291,689	500,000	2,249,333	449.87%
Tax Allocation District	-	300,135	39,619	13.20%
Hotel/Motel Tax Fund	3,945	6,000	6,640	110.67%
Urban Redevelopment Agency	3,785,668	3,454,000	2,523,759	73.07%
SPLOST III Fund	269,746	290,000	41,530	14.32%
SPLOST V Fund	4,058,237	11,835,000	4,331,253	36.60%
Town Center Fund	4,151,922	3,754,000	3,365,363	89.65%
Debt Service Fund	1,081,371	2,300,135	1,221,506	53.11%
Stormwater Utility Fund	793,309	470,000	95,344	20.29%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 26,835,183	\$ 40,803,470	\$ 26,252,552	64.34%



**Comparison to Prior Year
67% of year lapsed**

	08/31/2022 Actual (audited)	2022 Annual Amended Budget	% of Annual Budget	08/31/2023 Actual	2023 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	3,066,092	12,450,000	24.63%	5,432,237	12,050,000	45.08%
Operating Grant Fund	56,905	90,000	63.23%	102,030	75,000	136.04%
American Rescue Plan (ARP) Act of 2021	2,884,299	5,767,700	50.01%	54,219	5,769,200	0.94%
Parks & Recreation Fund	320,340	407,150	78.68%	2,220,173	500,000	444.03%
Tax Allocation District	-	275,000	0.00%	122,498	300,135	40.81%
Hotel/Motel Tax Fund	2,676	6,000	44.60%	3,658	6,000	60.96%
Urban Redevelopment Agency	1,741,214	9,375,000	18.57%	2,523,759	3,454,000	73.07%
SPLOST III Fund	2,982	286,000	1.04%	22,150	290,000	7.64%
SPLOST V Fund	2,078,428	7,950,000	26.14%	4,969,948	11,835,000	41.99%
Town Center Fund	1,741,214	9,428,400	18.47%	2,848,759	3,754,000	75.89%
Debt Service Fund	179,368	1,084,000	16.55%	3,258,430	2,300,135	141.66%
Stormwater Utility Fund	19,637	460,000	4.27%	14,602	470,000	3.11%
TOTAL REVENUES - ALL FUNDS	\$ 12,093,154	\$ 47,579,250	25.42%	\$ 21,572,462	\$ 40,803,470	52.87%
EXPENDITURES/EXPENSES BY FUND						
General Fund	7,590,735	10,375,000	73.16%	9,003,080	12,050,000	74.71%
Operating Grant Fund	53,461	90,000	59.40%	103,922	75,000	138.56%
American Rescue Plan (ARP) Act of 2021	-	5,767,700	0.00%	3,271,203	5,769,200	56.70%
Parks & Recreation Fund	245,474	407,150	60.29%	2,249,333	500,000	449.87%
Tax Allocation District	-	-	0.00%	39,619	300,135	13.20%
Hotel/Motel Tax Fund	3,945	6,000	65.75%	6,640	6,000	110.67%
Urban Redevelopment Agency	1,741,214	9,375,000	18.57%	2,523,759	3,454,000	73.07%
SPLOST III Fund	-	286,000	0.00%	41,530	290,000	14.32%
SPLOST V Fund	2,838,537	7,950,000	35.70%	4,331,253	11,835,000	36.60%
Town Center Fund	1,686,189	9,428,400	17.88%	3,365,363	3,754,000	89.65%
Debt Service Fund	930,149	2,000,000	46.51%	1,221,506	2,300,135	53.11%
Stormwater Utility Fund	154,388	460,000	33.56%	95,344	470,000	20.29%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 15,244,093	\$ 46,145,250	33.04%	\$ 26,252,552	\$ 40,803,470	64.34%

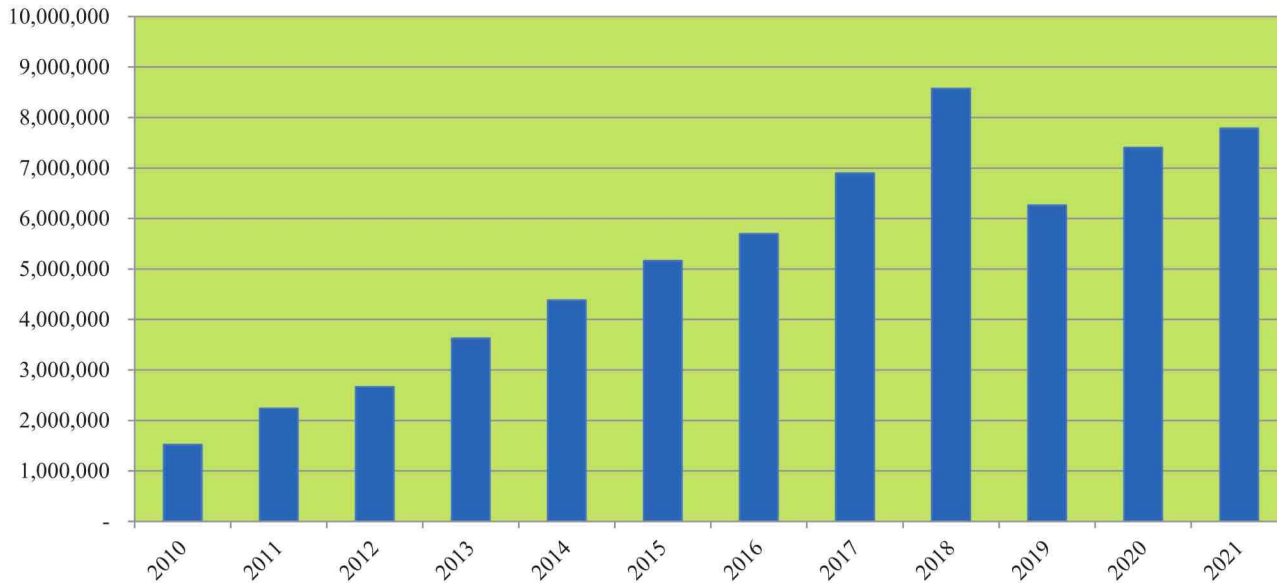


**Changes in Fund Balance/Net Position
As of August 31, 2023**

Fund				Unaudited	
	Balance as of 1/1/2023 (audited)	Revenues	Expenditures/ Expenses	Balance as of 8/31/2023	Net Increase/ (Decrease)
General Fund	7,789,731	5,432,237	9,003,080	4,218,888	(3,570,843)
Operating Grant Fund	37,137	102,030	103,922	35,245	(1,892)
American Rescue Plan (ARP) Act of 2021	2,471	54,219	3,271,203	(3,214,512)	(3,216,983)
Parks & Recreation Fund	979,642	2,220,173	2,249,333	950,482	(29,160)
Tax Allocation District	279,561	122,498	39,619	362,440	82,879
Hotel/ Motel Tax Fund	9,350	3,658	6,640	6,368	(2,982)
Urban Redevelopment Agency	-	2,523,759	2,523,759	-	-
SPLOST III Fund	19,381	22,150	41,530	-	(19,381)
SPLOST V Fund	(318,356)	4,969,948	4,331,253	320,339	638,695
Town Center Fund	(359,093)	2,848,759	3,365,363	(875,697)	(516,604)
Debt Service Fund	3,314	3,258,430	1,221,506	2,040,237	2,036,923
Stormwater Utility Fund	6,688,553	14,602	95,344	6,607,811	(80,742)
	<u>\$ 15,131,691</u>	<u>\$ 21,572,462</u>	<u>\$ 26,252,552</u>	<u>\$ 10,451,602</u>	<u>\$ (4,680,090)</u>

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

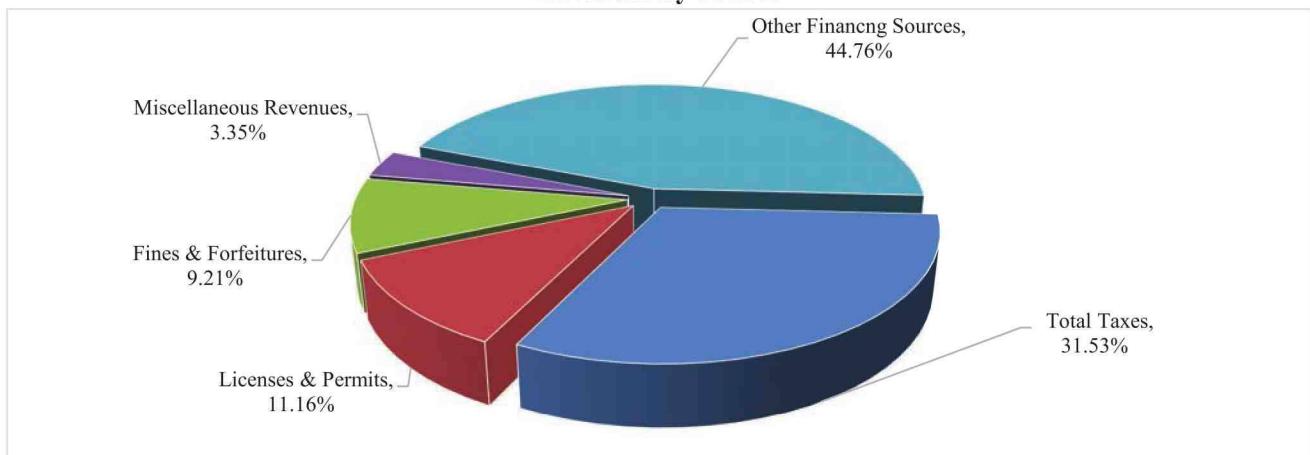




Budget Comparison Report - General Fund
67% of year lapsed

REVENUES	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Property Taxes	1,188	6,105,000	174,724	2.86%
Motor Vehicle Taxes	1,781	40,000	15,549	38.87%
Motor Vehicle Title Ad Valorem Tax	61,023	700,000	575,298	82.19%
Mobile Home Tax	-	150	91	60.46%
Recording Intangible Taxes	3,468	100,000	40,686	40.69%
Penalties & Interest	143	10,000	7,728	77.28%
Fifa Fees	45	2,000	1,890	94.50%
Franchise Tax	-	525,000	568,449	108.28%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	420	20,000	6,630	33.15%
Business & Occupation Tax	1,518	80,000	73,150	91.44%
Financial Institutions Tax	-	2,500	2,449	97.96%
Insurance Premium Tax	-	1,500,000	-	0.00%
Total Taxes	69,855	9,658,150	1,712,599	17.73%
Licenses & Permits	61,775	1,501,310	606,060	40.37%
Fines & Forfeitures	81,583	548,450	500,274	91.22%
Miscellaneous Revenues	1,255	64,978	64,631	99.47%
Interest Income	16,282	15,000	117,304	782.03%
Transfer from Other Funds	-	-	1,920,000	100%
Proceeds from the Sale of Assets	-	25,000	69,835	279.34%
Inception of Capital Leases	106,462	232,112	441,534	190.22%
Donation from Private Sources	-	5,000	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 337,212	\$ 12,050,000	\$ 5,432,237	45.08%

Revenues by Source



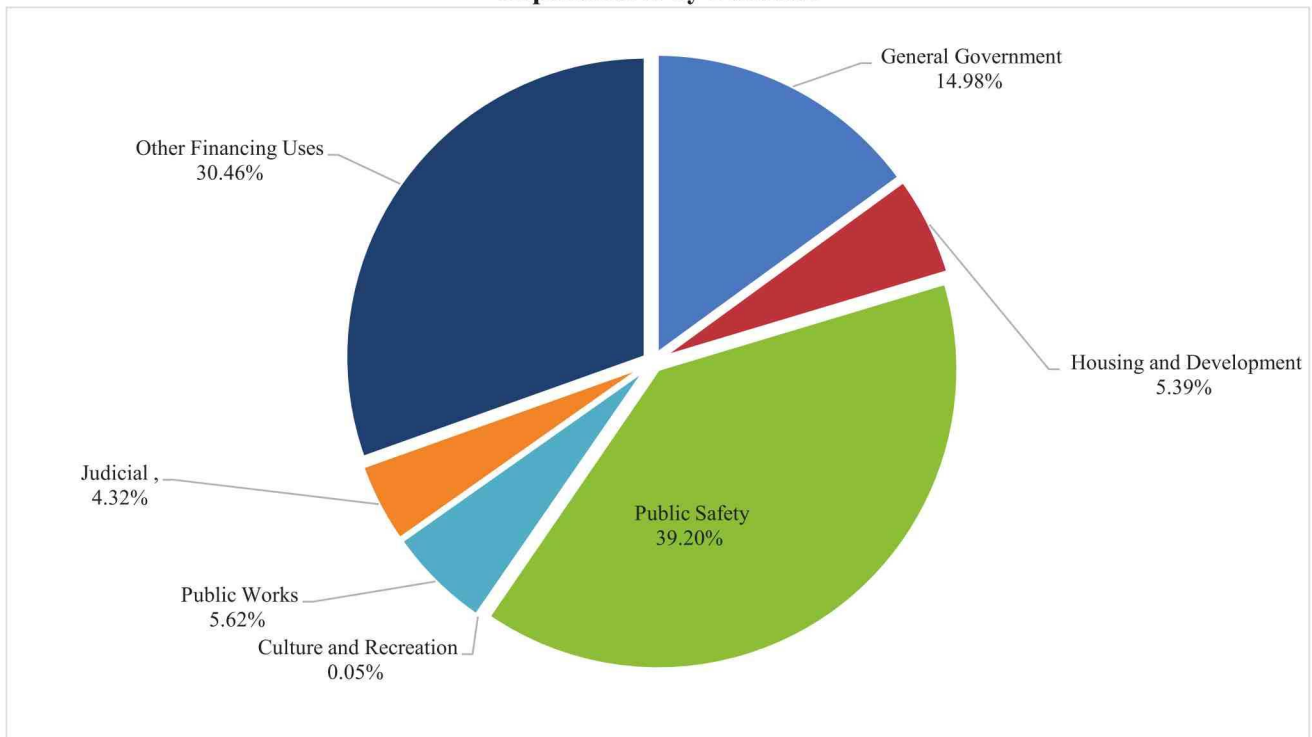


Budget Comparison Report - General Fund

67% of year lapsed

EXPENDITURES	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
General Government	140,716	2,062,948	1,348,211	65.35%
Housing and Development	53,443	793,905	484,835	61.07%
Public Safety	444,294	4,799,724	3,529,308	73.53%
Culture and Recreation	385	39,000	4,414	11.32%
Public Works	85,415	3,760,280	505,529	13.44%
Judicial	47,090	434,771	388,575	89.37%
Other Financing Uses	-	-	2,742,207	100%
TOTAL GENERAL FUND EXPENDITURES	\$ 771,344	\$ 11,890,628	\$ 9,003,080	75.72%

Expenditures by Function





Budget Comparison Report - All Funds
67% of year lapsed

Unaudited				
	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	11,334,756	12,050,000	5,432,237	45.08%
Expenditures:	12,323,943	12,050,000	9,003,080	74.71%
Excess Revenues over (under) Expenditures	(989,187)	-	(3,570,843)	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	2,003	5,769,200	54,219	0.94%
Expenditures:	-	5,769,200	3,271,203	56.70%
Excess Revenues over (under) Expenditures	2,003	-	(3,216,983)	
<u>OPERATING GRANT FUND</u>				
Revenues:	75,353	75,000	102,030	136.04%
Expenditures:	75,353	75,000	103,922	138.56%
Excess Revenues over (under) Expenditures	-	-	(1,892)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	484,836	500,000	2,220,173	444.03%
Expenditures:	291,689	500,000	2,249,333	449.87%
Excess Revenues over (under) Expenditures	193,147	-	(29,160)	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	279,561	300,135	122,498	40.81%
Expenditures:	-	300,135	39,619	13.20%
Excess Revenues over (under) Expenditures	279,561	-	82,879	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	4,765	6,000	3,658	60.96%
Expenditures:	3,945	6,000	6,640	110.67%
Excess Revenues over (under) Expenditures	820	-	(2,982)	



Budget Comparison Report - All Funds
67% of year lapsed

Unaudited

	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	3,785,668	3,454,000	2,523,759	73.07%
Expenditures:	3,785,668	3,454,000	2,523,759	73.07%
Excess Revenues over (under) Expenditures	-	-	-	
<u>SPLOST III FUND</u>				
Revenues:	2,982	290,000	22,150	7.64%
Expenditures:	269,746	290,000	41,530	14.32%
Excess Revenues over (under) Expenditures	(266,764)	-	(19,381)	
<u>SPLOST V FUND</u>				
Revenues:	4,272,346	11,835,000	4,969,948	41.99%
Expenditures:	4,058,237	11,835,000	4,331,253	36.60%
Excess Revenues over (under) Expenditures	214,109	-	638,695	
<u>TOWN CENTER FUND</u>				
Revenues:	4,185,668	3,754,000	2,848,759	75.89%
Expenditures:	4,151,922	3,754,000	3,365,363	89.65%
Excess Revenues over (under) Expenditures	33,745	-	(516,604)	
<u>DEBT SERVICE FUND</u>				
Revenues:	649,368	2,300,135	3,258,430	141.66%
Expenditures:	1,081,371	2,300,135	1,221,506	53.11%
Excess Revenues over (under) Expenditures	(432,003)	-	2,036,923	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	471,014	470,000	14,602	3.11%
Expenses:	793,309	470,000	95,344	20.29%
Excess Revenues over (under) Expenses	(322,295)	-	(80,742)	



Investments
As of August 31, 2023

Ameris Bank

Downtown Development Authority - CD .75% 36,476

Subtotal Ameris Bank	\$	36,476
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Goldman Sachs Autocallable GS Momentum Builder		212,175
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		309,849
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		254,680
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		511,659
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		514,545
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		251,617
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		253,589
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		76,196
Certificate of Deposit - CD 4.50% Maturity Date - 9/21/2024		1,000,000

Subtotal South State Investment Services	\$	3,384,309
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Total Investments	\$	3,420,786
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Cash
As of August 31, 2023

Ameris Bank

Downtown Development Authority - Checking	69,985
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Subtotal Ameris Bank	\$ 69,985
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South State Bank

General Fund	1,166,864
Main Street Board	80,266
American Rescue Plan (ARP) Act of 2021	2,552,092
Parks & Recreation Fund	918,042
Tax Allocation District (TAD)	244,964
Hotel Motel Tax Fund	5,831
Money Market Account	4,514,176
Municipal Court Fund	40,242
Operating Grant Fund	28,976
Police Forfeiture Account	7,963
Police Seized Asset Account	26
SPLOST V	653,720
Town Center Fund	66,606
Debt Service Fund	2,040,237
Stormwater Utility Fund	9,072
Tree Replacement Fund	30,436

Subtotal South State Bank	\$ 12,359,514
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South State Investment Services

Budget Stabilization Cash Account	91
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Subtotal South State Investment Services	\$ 91
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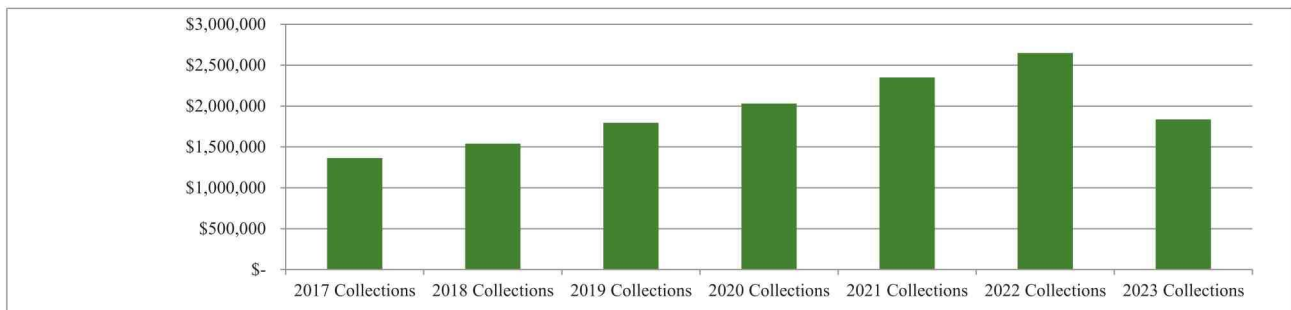
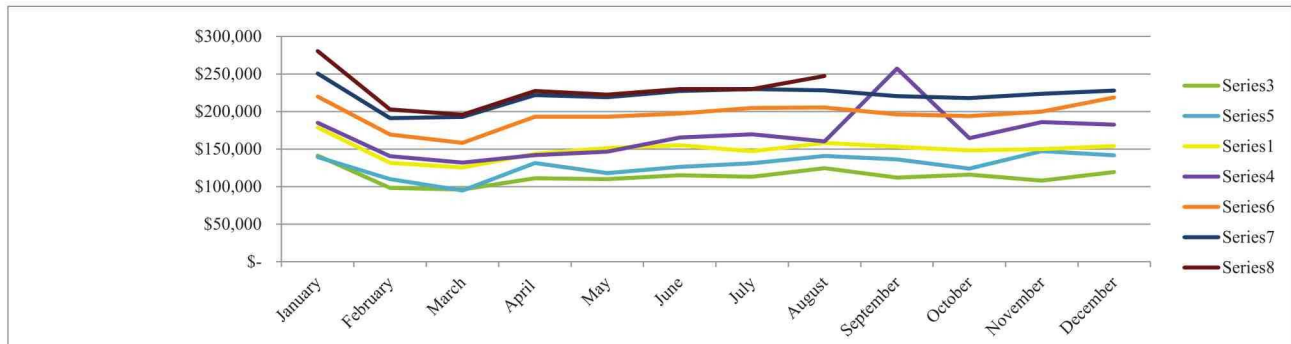
Total Cash	\$ 12,429,589
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Special Purpose Local Option Sales Tax Collections
As of August 31, 2023

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	2022 Collections	2023 Collections	% Change from Prior Year
January	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	\$ 250,695	\$ 280,583	11.92%
February	98,189	109,987	131,700	140,587	169,237	191,168	202,766	6.07%
March	96,130	94,765	125,375	131,947	158,258	192,686	195,742	1.59%
April	111,048	131,392	143,535	141,914	193,138	221,796	227,217	2.44%
May	110,063	117,981	151,269	146,483	193,137	219,102	222,579	1.59%
June	114,965	126,193	154,922	165,255	197,249	227,296	229,934	1.16%
July	113,172	131,005	146,946	169,488	204,832	229,938	229,808	-0.06%
August	124,429	140,651	158,066	160,110	205,351	228,172	247,254	8.36%
September	111,901	136,184	153,139	257,264	196,323	220,495		
October	115,857	124,067	148,285	164,463	193,776	217,820		
November	108,048	147,256	149,921	185,812	199,817	223,696		
December	119,270	141,583	153,903	182,579	218,887	228,006		

\$ 1,364,416 \$ 1,540,538 \$ 1,795,816 \$ 2,030,858 \$ 2,349,931 \$ 2,650,872 \$ 1,835,884





**Downtown Development Authority
As of August 31, 2023**

Revenues	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Miscellaneous Revenue	-	5,000	-	0.00%
Proceeds from Sale of Property	-	2,300,000	2,700,000	117.39%
TOTAL REVENUES	\$ -	\$ 2,305,000	\$ 2,700,000	117.14%

Expenditures				
Dues & Fees	-	500	305	61.00%
Training	-	250	100	40.00%
Water & Sewer	-	250	-	0.00%
Other Expenditures	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	-	2,300,000	2,700,000	117.39%
TOTAL EXPENDITURES	\$ -	\$ 2,305,000	\$ 2,700,405	117.15%



GENERAL FUND REVENUE DETAIL
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	1,188	6,105,000	174,724	2.86%
Real Property Tax - Public Utility	-	58,000	-	0.00%
Personal Property Tax	-	180,000	20,655	11.47%
Motor Vehicle Tax	1,781	40,000	15,549	38.87%
Motor Vehicle Title Ad Valorem Tax	61,023	700,000	575,298	82.19%
Apportioned Vehicles (AAVT)	-	4,000	4,129	103.23%
Mobile Home Tax	-	150	91	60.46%
Intangible Tax	3,468	100,000	40,686	40.69%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	420	20,000	6,630	33.15%
Franchise Tax - Electric	-	525,000	568,449	108.28%
Franchise Tax - Gas	-	100,000	82,558	82.56%
Franchise Tax - Cable	270	225,000	134,383	59.73%
Franchise Tax - Telephone	-	5,500	4,232	76.94%
Business & Occupational Tax	1,518	80,000	73,150	91.44%
Insurance Premium Tax	-	1,500,000	-	0.00%
Financial Institutions Tax	-	2,500	2,449	97.96%
Penalties & Interest	143	10,000	7,728	77.28%
FiFa Fees	45	2,000	1,890	94.50%
Total Taxes	69,855	9,658,150	1,712,599	17.73%
Alcoholic Beverage Licenses	-	75,000	2,600	3.47%
Alcohol Pouring Permit	985	5,000	4,250	85.00%
Zoning and Land Use Permits	1,030	12,500	8,527	68.22%
Planning and Development Fees	-	25,000	-	0.00%
Sign Permit Fees	100	2,500	700	28.00%
Special Event Permits	-	250	150	60.00%
Vacant Lot Registration	-	30	25	83.33%
Personal Transportation Veh Permit	30	30	160	533.33%
Other Licenses and Permits	275	5,000	1,575	31.50%
Building Permit Revenue	45,109	1,000,000	436,882	43.69%
Certificate of Occupancy Fees	8,500	150,000	63,000	42.00%
Building Permit - Reinspection Fees	-	25,000	1,400	5.60%
Building Permit-Sub Fee	4,695	75,000	32,761	43.68%
Occupational Tax Late Fees	12	1,000	870	86.96%
Plan Review Fees	1,040	125,000	53,161	42.53%
Total Licenses and Permits	61,775	1,501,310	606,060	40.37%
Municipal Court Fines	52,683	500,000	452,783	90.56%
Cash confiscations-Forfeitures	-	250	126	50.56%
Proceeds From Sale of Confiscations	-	750	665	88.67%
Court Costs	-	12,000	300	2.50%
Drug Testing Fees	-	150	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	26,400	5,000	26,400	528.00%
Other Fines & Forfeitures-Code	2,500	30,000	20,000	66.67%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	81,583	548,450	500,274	91.22%



GENERAL FUND REVENUE DETAIL
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Grant Revenue	-	5,000	13,053	261.06%
Probation Fees	880	20,000	10,665	53.33%
Printing and Duplicating Service Fees	-	200	148	73.81%
Advertising Fees	-	500	-	0.00%
Accident/Incident Reports	210	2,000	1,605	80.25%
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	165	750	695	92.67%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	-	10,428	3,124	29.96%
Rents and Royalties	-	5,000	-	0.00%
Reimbursement for Damaged Property	-	2,500	16,841	673.65%
Total Miscellaneous Income	1,255	64,978	64,631	99.47%
Interest Revenue	18,564	10,000	117,304	1173.04%
Unrealized Gain or Loss on Investments	(2,282)	5,000	-	0.00%
Total Investment Income	16,282	15,000	117,304	782.03%
Inception of Capitla Leases	106,462	232,112	441,534	190.22%
Transfers from other funds	-	-	1,920,000	100%
Proceeds from Sale of Assets	-	25,000	69,835	279.34%
Donations from Private Sources	-	5,000	-	0.00%
Total Other Financing Sources	106,462	262,112	2,431,369	927.61%
TOTAL GENERAL FUND REVENUES	\$ 337,212	\$ 12,050,000	\$ 5,432,237	45.08%



General Fund Expenditures
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	28,000	66.67%
Employee Benefits-Medical	7,575	90,863	60,653	66.75%
Employee Benefits-Dental	325	3,854	2,599	67.44%
Employee Benefits-ADD Life	69	882	623	70.62%
FICA	131	2,604	1,049	40.29%
Medicare	31	609	245	40.29%
Employee Benefits-Retirement	291	3,488	2,325	66.67%
Unemployment	17	144	134	93.33%
Workers Comp Insurance	-	107	118	110.02%
Total Salaries and Benefits	11,938	144,551	95,746	66.24%
Communications	45	600	512	85.38%
Travel	500	2,000	595	29.76%
Dues and Fees	73	750	1,231	164.08%
Education and Training	-	3,500	630	18.00%
Other Expenditures	-	500	186	37.25%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	-	0.00%
Other Supplies - Uniforms	-	350	-	0.00%
Total Operations	618	8,200	3,154	38.47%
City Manager				
Salaries & Wages	13,073	169,950	111,121	65.38%
Employee Benefits-Medical	839	10,162	6,713	66.06%
Employee Benefits-Dental	92	1,086	733	67.53%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	84	1,008	756	75.00%
FICA	808	9,114	6,872	75.40%
Medicare	189	2,464	1,607	65.22%
Employee Benefits-Retirement	1,176	14,115	9,410	66.67%
Unemployment	-	38	46	120.00%
Workers' Comp. Insurance	-	727	800	110.01%
Total Salaries and Benefits	16,274	208,811	138,168	66.17%
Communications	40	600	472	78.71%
Travel	-	50	-	0.00%
Dues and Fees	-	2,000	1,633	81.66%
Education and Training	-	1,500	797	53.13%
Other Expenditures	-	1,000	834	83.43%
General Supplies and Materials	-	250	50	19.92%
Small Equipment	-	-	440	100%
Total Operations	40	5,400	4,226	78.27%
City Clerk				
Salaries & Wages	14,147	165,576	101,645	61.39%
Employee Benefits-Medical	2,826	51,786	18,660	36.03%
Employee Benefits-Dental	76	1,658	472	28.48%
Employee Benefits-ADD Life	31	368	214	58.27%
Employee Benefits-Disability	116	1,078	828	76.80%
FICA	833	10,266	5,974	58.19%
Medicare	195	2,401	1,397	58.19%
Employee Benefits-Retirement	1,146	13,752	9,168	66.67%
Unemployment	-	95	131	138.06%
Workers' Comp. Insurance	-	422	464	110.01%
Total Salaries and Benefits	19,369	247,402	138,955	56.17%



**General Fund Expenditures
As of August 31, 2023**

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	5,000	-	0.00%
Communications	63	300	531	177.06%
Advertising	-	250	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	-	6,500	4,356	67.02%
Education and Training	600	1,500	600	40.00%
Other Expenditures	16	500	174	34.78%
General Supplies and Materials	-	250	426	170.40%
General Supplies - Postage	30	200	95	47.36%
Small Equipment	1,102	3,500	2,626	75.02%
Software	-	21,000	3,432	16.34%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	1,812	41,650	12,239	29.39%
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	100%
Total Operations	-	1,500	-	100.00%
Contingency				
Contingency	-	120,500	-	0.00%
Total Operations	-	120,500	-	0.00%
Financial Administration				
Salaries & Wages	17,827	220,027	146,407	66.54%
Salaries & Wages OVERTIME	-	-	12	100%
Employee Benefits-Medical	5,380	81,993	40,058	48.86%
Employee Benefits-Dental	44	2,173	350	16.12%
Employee Benefits-ADD Life	37	441	306	69.44%
Employee Benefits-Disability	162	1,417	1,353	95.49%
FICA	1,024	13,642	8,456	61.99%
Medicare	240	3,190	1,978	61.99%
Employee Benefits-Retirement	1,523	18,275	12,183	66.67%
Unemployment	-	114	137	120.00%
Workers' Comp. Insurance	-	561	617	110.01%
Total Salaries and Benefits	26,236	341,833	211,859	61.98%
Professional Services - Audit	-	27,750	17,150	61.80%
Advertising/Promotions	1,947	1,500	2,555	170.36%
Printing and Binding	-	2,000	983	49.17%
Travel	49	150	49	32.56%
Dues and Fees	518	12,500	7,612	60.90%
Education and Training	-	1,500	919	61.27%
Other Expenditures	-	150	204	135.76%
General Supplies and Materials	59	1,000	1,136	113.56%
General Supplies-Postage	4,539	6,000	5,870	97.84%
Small Equipment	-	250	212	84.72%
Software	-	5,200	4,950	95.19%
Total Operations	7,111	58,000	41,640	71.79%
Licensing				
Salaries & Wages	1,870	24,307	15,968	65.69%
Employee Benefits-Medical	751	4,674	6,044	129.32%
Employee Benefits-Dental	27	204	198	96.96%
Employee Benefits-ADD Life	6	74	55	74.46%
Employee Benefits-Disability	15	171	141	82.20%
FICA	103	1,507	878	58.29%
Medicare	24	352	205	58.36%
Employee Benefits-Retirement	168	2,019	1,346	66.67%
Unemployment	-	19	23	120.00%



General Fund Expenditures
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Workers' Comp. Insurance	-	31	34	110.00%
Total Salaries and Benefits	2,964	33,358	24,892	74.62%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	756	1,500	1,114	74.26%
Other Supplies-Uniforms	-	75	-	0.00%
Total Operations	756	1,675	1,114	66.50%
Legal				
Professional Services - Legal	1,509	15,000	26,675	177.83%
Total Operations	1,509	15,000	26,675	177.83%
Information Technology				
Salaries & Wages	6,128	79,660	52,884	66.39%
Employee Benefits-Medical	795	18,119	6,361	35.11%
Employee Benefits-Dental	92	1,086	733	67.53%
Employee Benefits-ADD Life	8	147	72	48.73%
Employee Benefits-Disability	56	480	490	102.10%
FICA	357	4,939	3,080	62.36%
Medicare	83	1,155	720	62.36%
Employee Benefits-Retirement	551	6,616	4,411	66.67%
Unemployment	-	38	46	120.00%
Workers' Comp. Insurance	(0)	203	223	110.00%
Total Salaries and Benefits	8,069	112,443	69,019	61.38%
Professional Services		25,000	-	0.00%
Communications	145	600	793	132.21%
Dues and Fees	-	500	479	95.78%
Other Expenditures	90	250	105	42.07%
General Supplies and Materials	-	500	2	0.40%
Small Equipment	41	3,500	7,300	208.57%
Software	21,783	135,000	160,929	119.21%
Total Operations	22,059	165,350	169,608	102.58%
Human Resources				
Salaries & Wages	4,979	57,686	36,040	62.48%
Employee Benefits-Medical	421	5,081	3,371	66.34%
Employee Benefits-Dental	14	164	109	66.63%
Employee Benefits-ADD Life	6	74	55	74.45%
Employee Benefits-Disability	40	389	361	92.78%
FICA	303	3,577	2,188	61.17%
Medicare	71	836	512	61.21%
Employee Benefits-Retirement	399	4,791	3,194	66.67%
Unemployment	-	19	12	65.68%
Workers' Comp. Insurance	-	147	162	110.01%
Total Salaries and Benefits	6,233	72,764	46,004	63.22%



General Fund Expenditures
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services - Audit	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	23	300	181	60.38%
Travel	-	1,000	597	59.70%
Dues and Fees	-	1,500	861	57.42%
Education and Training	-	1,000	285	28.50%
Other Expenditures	21	500	65	13.00%
General Supplies and Materials	-	250	297	118.91%
General Supplies-Postage	-	200	-	0.00%
Small Equipment	-	3,500	247	7.07%
Software	-	6,000	1,167	19.44%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	43	44,500	3,701	8.32%
Risk Management				
Professional Services	-	15,000	15,000	100.00%
Liability Insurance	720	256,800	183,619	71.50%
Total Operations	720	271,800	198,619	73.08%
General Government Building				
Salaries & Wages	5,115	67,365	39,804	59.09%
Employee Benefits-Medical	790	10,162	6,324	62.23%
Employee Benefits-Dental	27	326	218	67.02%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	32	334	290	86.74%
FICA	308	4,177	2,395	57.34%
Medicare	72	977	560	57.34%
Employee Benefits-Retirement	327	3,926	2,617	66.67%
Unemployment	7	76	92	120.62%
Workers' Comp. Insurance	-	4,921	5,414	110.01%
Total Salaries and Benefits	6,692	92,411	57,824	62.57%
Issuance Cost	-	-	45,000	100%
Professional Services	-	250	-	0.00%
Disposal - Garbage	31	500	215	43.04%
Lawn Care	48	350	241	68.76%
Pest Control	-	1,600	1,071	66.92%
Repairs and Maintenance	488	16,000	3,810	23.81%
Repairs and Maintenance - Vehicles	2,233	2,500	11,337	453.50%
Rental of Equipment	635	6,500	4,631	71.24%
Communications	1,527	12,000	13,083	109.02%
Printing and Binding	-	-	4	100%
Dues and Fees	-	750	856	114.15%
Other Expenditures	-	2,000	296	14.81%
General Supplies and Materials	743	8,000	5,875	73.44%
General Supplies - postage	-	-	9	100%
Water and Sewer	95	2,000	5,581	279.04%
Natural Gas	284	2,000	1,692	84.62%
Electricity	1,481	15,000	7,659	51.06%
Gasoline and Diesel	278	3,500	2,227	63.63%
Small Equipment	429	2,000	1,179	58.96%
Software	-	750	-	0.00%
Other Supplies-Uniforms	-	100	-	0.00%
Capital Outlay - Sites	-	-	-	100%
Capital Outlay - Buildings	-	-	-	100%
Total Operations & Capital	8,273	75,800	104,767	138.21%
TOTAL GENERAL GOVERNMENT	\$ 140,716	\$ 2,062,948	\$ 1,348,211	65.35%



**General Fund Expenditures
As of August 31, 2023**

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Municipal Court</i>				
Salaries & Wages	12,699	177,070	108,018	61.00%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	3,955	55,613	33,736	60.66%
Employee Benefits-Dental	124	2,131	1,165	54.69%
Employee Benefits-ADD Life	37	441	331	75.00%
Employee Benefits-Disability	116	1,170	1,032	88.18%
FICA	747	11,040	6,310	57.15%
Medicare	175	2,582	1,476	57.15%
Employee Benefits-Retirement	1,149	13,793	9,195	66.67%
Unemployment	-	152	137	90.00%
Workers' Compensation	-	454	499	110.01%
<i>Total Salaries and Benefits</i>	19,001	265,446	161,899	60.99%
Professional Services - Public Defender	260	10,000	3,862	38.62%
Professional Services - Solicitor/Judge	8,000	120,000	60,000	50.00%
Rental of Equipment	120	1,750	943	53.89%
Communications	38	500	304	60.82%
Advertising	-	50	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	1,000	537	53.70%
Dues and Fees	-	750	1,032	137.57%
Education and Training	375	675	1,150	170.37%
Other Expenditures	-	150	139	92.53%
General Supplies and Materials	-	1,500	562	37.48%
General Supplies and Materials Postage	-	750	342	45.62%
Food Supplies	207	4,100	1,358	33.12%
Small Equipment	-	500	110	22.00%
Software	1,270	20,000	7,724	38.62%
Intergovernmental - Inmate Housing	935	7,500	23,100	308.00%
Payment to Other Agencies	16,883	-	125,513	100%
<i>Total Operations</i>	28,089	169,325	226,676	133.87%
TOTAL JUDICIAL	\$ 47,090	\$ 434,771	\$ 388,575	89.37%
<i>Police Administration</i>				
Salaries & Wages	42,493	566,854	346,125	61.06%
Salaries & Wages-Overtime	99	4,000	525	13.14%
Employee Benefits-Medical	7,072	95,310	57,390	60.21%
Employee Benefits-Dental	327	3,892	2,646	67.98%
Employee Benefits-ADD Life	66	956	602	62.98%
Employee Benefits-Disability	331	3,478	3,000	86.25%
FICA	2,581	35,641	20,974	58.85%
Medicare	604	8,335	4,905	58.85%
Employee Benefits-Retirement	3,769	45,231	30,154	66.67%
Unemployment	16	304	358	117.82%
Workers' Compensation	-	17,862	19,651	110.01%
<i>Total Salaries and Benefits</i>	57,357	781,863	486,330	62.20%
Professional Services	-	1,000	350	35.00%
Repairs & Maintenance	-	-	5,383	100%
Repair & Maintenance-Vehicle	55	5,500	6,261	113.84%
Rental of Equipment	572	5,000	3,823	76.46%
Communications	214	2,500	1,765	70.61%
Advertising	-	5,000	2,758	55.17%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	1,041	17.35%
Dues and Fees	-	5,000	4,086	81.71%
Education and Training	-	6,000	3,117	51.95%
Other Expenditures	168	2,000	868	43.41%
General Supplies and Materials	189	2,000	1,086	54.32%
General Supplies - Postage	69	1,000	353	35.26%



**General Fund Expenditures
As of August 31, 2023**

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Gasoline/Diesel	813	18,000	7,017	38.98%
Small Equipment	-	4,000	1,979	49.49%
Software	13	1,000	107	10.69%
Other Supplies - Uniforms	1,019	4,500	2,030	45.11%
Capitaloutlay - Vehicles	106,462	-	151,901	100%
Total Operations and Capital	<u>109,576</u>	<u>69,100</u>	<u>193,926</u>	<u>280.65%</u>
Criminal Investigation Division				
Salaries & Wages	24,791	290,027	232,024	80.00%
Salaries & Wages-Overtime	-	6,000	2,722	45.36%
Employee Benefits-Medical	7,653	82,116	59,558	72.53%
Employee Benefits-Dental	394	4,345	2,961	68.14%
Employee Benefits-ADD Life	61	588	527	89.58%
Employee Benefits-Disability	235	1,823	2,020	110.83%
FICA	1,474	18,354	13,869	75.56%
Medicare	345	4,292	3,244	75.57%
Employee Benefits-Retirement	2,049	24,587	16,391	66.67%
Unemployment	-	152	182	120.00%
Workers' Compensation	-	11,057	12,164	110.01%
Total Salaries and Benefits	<u>37,002</u>	<u>443,341</u>	<u>345,662</u>	<u>77.97%</u>
Professional Services	-	750	-	0.00%
Repair & Maintenane	-	-	2,991	100%
Repair & Maintenance-Vehicle	1,023	3,000	5,321	177.37%
Communications	216	1,500	1,859	123.93%
Printing and Binding	-	250	216	86.40%
Travel	-	2,000	719	35.97%
Dues and Fees	-	750	430	57.39%
Education and Training	-	2,500	1,095	43.80%
Other Expenditures	90	500	667	133.39%
General Supplies and Materials	-	1,000	269	26.89%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	732	10,000	6,331	63.31%
Small Equipment	-	3,000	2,990	99.67%
Software	970	5,500	4,220	76.74%
Other Supplies - Uniforms	148	1,000	1,074	107.40%
Total Operations and Capital	<u>3,180</u>	<u>31,800</u>	<u>28,183</u>	<u>88.63%</u>
Vice				
Salaries & Wages	5,146	64,598	45,559	70.53%
Salaries & Wages-Overtime	314	2,000	4,406	220.28%
Employee Benefits-Medical	795	10,162	6,358	62.56%
Employee Benefits-Dental	27	328	218	66.61%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	44	397	388	97.70%
FICA	323	4,129	2,973	72.00%
Medicare	76	966	695	71.97%
Employee Benefits-Retirement	461	5,531	3,687	66.67%
Unemployment	-	38	46	120.00%
Workers' Compensation	-	2,487	2,736	110.01%
Capital Outlay - Vehicles	-	-	42,574	100%
Total Salaries and Benefits	<u>7,198</u>	<u>90,783</u>	<u>109,750</u>	<u>120.89%</u>



**General Fund Expenditures
As of August 31, 2023**

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Repairs & Maintenance Vehicles	6	2,500	203	8.11%
Repairs & Maintenance	-	-	598	100%
Dues and Fees	(2,881)	100	41	40.62%
Gasoline	231	5,000	1,998	39.96%
Small Equipment	-	-	2,026	100%
Total Operations and Capital	(2,644)	7,600	4,866	64.03%
Patrol				
Salaries & Wages	127,370	1,767,665	1,071,442	60.61%
Salaries & Wages-Overtime	2,088	52,000	23,947	46.05%
Employee Benefits-Medical	32,448	440,306	268,861	61.06%
Employee Benefits-Dental	1,287	19,737	10,451	52.95%
Employee Benefits-ADD Life	294	4,116	2,634	63.99%
Employee Benefits-Disability	1,048	11,314	9,461	83.62%
FICA	7,673	113,191	64,954	57.38%
Medicare	1,795	26,472	15,191	57.38%
Employee Benefits-Retirement	12,636	151,632	101,089	66.67%
Unemployment	55	1,064	1,245	117.02%
Workers' Compensation	8	68,189	75,055	110.07%
Total Salaries and Benefits	186,703	2,655,686	1,644,328	61.92%
Professional Services	-	5,000	1,450	29.00%
Repair & Maintenance	-	5,000	22,136	442.72%
Repair & Maintenance-Vehicle	6,762	70,000	68,288	97.55%
Communications	1,867	15,000	15,208	101.39%
Printing and Binding	-	500	179	35.80%
Travel	-	7,000	2,619	37.41%
Dues and Fees	-	4,000	4,939	123.47%
Education & Training	-	12,000	5,556	46.30%
Other Expenditures	505	2,000	1,305	65.26%
General Supplies and Materials	20	4,000	2,440	61.00%
Gasoline and Diesel	7,511	130,000	61,070	46.98%
Small Equipment	-	20,000	20,139	100.69%
Software	1,420	20,000	20,513	102.57%
Other Supplies - Uniforms	5,621	51,000	16,520	32.39%
Capital Outlay - Vehicles	-	-	201,620	100%
Payment to Other Agencies	1,122	7,500	10,682	142.43%
Total Operations and Capital	24,826	353,000	454,664	128.80%
Police Training				
Salaries & Wages	3,553	68,488	45,286	66.12%
Salaries & Wages-Overtime	-	2,000	580	29.00%
Employee Benefits-Medical	839	10,163	6,713	66.06%
Employee Benefits-Dental	27	328	218	66.61%
Employee Benefits-ADD Life	(12)	147	86	58.33%
Employee Benefits-Disability	(47)	441	327	74.05%
FICA	200	4,370	2,808	64.27%
Medicare	47	1,022	657	64.27%
Employee Benefits-Retirement	488	5,854	3,903	66.67%
Unemployment	-	38	46	120.00%
Workers' Compensation	-	2,633	2,897	110.01%
Total Salaries and Benefits	5,095	95,484	63,521	66.52%
Repair & Maintenance-Vehicle	75	2,000	1,705	85.27%
Repairs & Maintenance	-	-	598	100%
Travel	-	4,000	1,113	27.83%
Dues and Fees	-	750	567	75.66%
Education and Training	-	6,000	-	0.00%
General Supplies and Materials	90	2,000	447	22.34%
Weapons Supplies & Ammunition	-	40,000	5,551	13.88%
Gasoline and Diesel	155	2,000	1,231	61.57%



General Fund Expenditures
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Small Equipment	130	10,000	1,330	13.30%
Other Supplies - Uniforms	-	500	717	143.30%
Capital Outlay - Vehicles	-	-	45,439	100%
Intergovernmental	-	2,500	2,500	100.00%
Total Operations and Capital	450	69,750	61,199	87.74%
Police Stations and Buildings				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	91	1,500	643	42.84%
Pest Control	-	1,000	604	60.38%
Repairs and Maintenance	534	12,000	7,768	64.73%
Rental of Land & Building	3,521	45,000	31,692	70.43%
Communications	1,487	12,000	12,761	106.34%
General Supplies and Materials	168	3,000	2,785	92.82%
Water/Sewer	450	5,000	3,342	66.85%
Electricity	1,166	12,000	7,243	60.36%
Small Equipment	-	9,200	310	3.37%
Software	-	1,300	-	0.00%
Total Operations	7,417	102,250	67,147	65.67%
Probation				
Salaries & Wages	5,924	68,691	49,220	71.65%
Employee Benefits-Medical	843	10,161	6,677	65.72%
Employee Benefits-Dental	27	328	218	66.61%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	51	426	449	105.29%
FICA	365	4,259	3,034	71.23%
Medicare	85	996	710	71.24%
Employee Benefits-Retirement	475	5,705	3,803	66.67%
Unemployment	-	38	46	120.00%
Workers' Compensation	-	2,566	2,823	110.01%
Total Salaries and Benefits	7,783	93,317	67,090	71.89%
Communications	40	500	322	64.45%
Travel	-	500	-	100%
Dues and Fees	8	250	108	43.07%
Education and Training	-	250	-	0.00%
General Supplies and Materials	36	250	66	26.46%
Software	250	3,000	2,000	66.67%
Other Supplies - Uniforms	17	1,000	147	14.70%
Total Operations and Capital	351	5,750	2,643	45.97%
Fire Services				
Intergovernmental-Fire Services	-	-	-	0.00%
Total Fire Services	-	-	-	0.00%
TOTAL PUBLIC SAFETY	\$ 444,294	\$ 4,799,724	\$ 3,529,308	73.53%
Highways and Streets				
Professional Services-Engineering	-	100	1,200	1200.00%
Disposal-Garbage/Recycling	-	1,200	-	0.00%
Pest Control	-	250	699	279.60%
Repairs & Maintenance	1,540	75,000	55,276	73.70%
Repairs & Maintenance-Vehicles	6	5,000	48	0.96%
Rental of Equipment	340	2,000	2,987	149.35%
Dues and Fees	-	-	986	100%
Contract Labor	70,131	475,000	328,998	69.26%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	60	11.99%
Water and Sewer	60	-	410	100%



**General Fund Expenditures
As of August 31, 2023**

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Electricity	61	1,500	415	27.70%
Gasoline/Diesel	431	5,000	1,597	31.95%
Small Equipment	36	1,000	3,366	336.64%
Capital Outlay Infrastructure	-	3,035,480	-	0.00%
Total Operations	<u>72,604</u>	<u>3,602,280</u>	<u>396,043</u>	<u>10.99%</u>
Street Lights				
Repairs & Maintenance	-	5,000	17,376	347.52%
Electricity-Street Lights	11,799	130,000	82,604	63.54%
Total Street Lights	<u>11,799</u>	<u>135,000</u>	<u>99,980</u>	<u>74.06%</u>
Traffic Lights				
Repairs & Maintenance	780	20,000	7,991	39.96%
Electricity-Traffic Lights	231	3,000	1,515	50.51%
Total Traffic Lights	<u>1,011</u>	<u>23,000</u>	<u>9,506</u>	<u>41.33%</u>
TOTAL PUBLIC WORKS	<u>\$ 85,415</u>	<u>\$ 3,760,280</u>	<u>\$ 505,529</u>	<u>13.44%</u>
Tree Commission				
Repairs & Maintenance	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	385	750	414	55.20%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>385</u>	<u>35,000</u>	<u>414</u>	<u>1.18%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ 385</u>	<u>\$ 39,000</u>	<u>\$ 4,414</u>	<u>11.32%</u>
Building Inspections				
Salaries & Wages	17,270	224,867	131,929	58.67%
Employee Benefits-Medical	2,411	38,441	20,814	54.14%
Employee Benefits-Dental	82	1,623	936	57.68%
Employee Benefits-ADD Life	37	515	343	66.62%
Employee Benefits-Disability	142	1,521	1,304	85.75%
FICA	1,053	13,973	8,031	57.47%
Medicare	246	3,268	1,878	57.48%
Employee Benefits-Retirement	1,963	18,718	15,706	83.91%
Unemployment	-	152	182	120.00%
Workers' Compensation	-	2,621	2,883	110.01%
Total Salaries and Benefits	<u>23,205</u>	<u>305,699</u>	<u>184,007</u>	<u>60.19%</u>



**General Fund Expenditures
As of August 31, 2023**

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	136	3,000	1,067	35.57%
Communications	157	2,500	1,253	50.11%
Advertising -Promotions	-	10,000	-	0.00%
Printing & Binding	-	200	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	15	1,000	752	75.24%
Education and Training	-	1,000	573	57.25%
Other Expenditures	-	250	163	65.06%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	-	-	24	100%
Gasoline/Diesel	184	4,000	1,236	30.90%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	11	1,500	997	66.49%
Software	-	4,000	3,366	84.15%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	502	30,050	9,431	31.38%
Urban Redevelopment and Housing				
Intergovernmental	-	-	-	0.00%
Total Operations	-	-	-	100%
Planning and Zoning				
Salaries & Wages	9,706	131,441	84,552	64.33%
Employee Benefits-Medical	3,761	28,501	28,547	100.16%
Employee Benefits-Dental	100	390	763	195.71%
Employee Benefits-ADD Life	25	294	223	75.68%
Employee Benefits-Disability	118	1,057	1,044	98.76%
FICA	551	8,149	4,820	59.15%
Medicare	129	1,906	1,130	59.31%
Employee Benefits-Retirement	507	10,917	4,054	37.13%
Unemployment	(3)	76	90	118.42%
Workers' Compensation	(229)	6,262	5,057	80.76%
Total Salaries and Benefits	14,664	188,993	130,280	68.93%
Professional Services-Engineering	3,520	75,000	40,056	53.41%
Professional Services-Legal	446	7,000	5,268	75.25%
Technical Services - Planning	-	2,500	-	0.00%
Communications	40	600	322	53.71%
Advertising	165	20,000	1,308	6.54%
Printing & Binding	1,801	500	11,753	2350.65%
Travel	-	1,000	248	24.80%
Dues and Fees	-	2,500	1,975	79.00%
Education and Training	-	750	48	6.33%
Planning & Zoning Meeting Fees	-	3,000	2,989	99.63%
Other Expenditures	64	250	389	155.79%
General Supplies and Materials	-	250	1,563	625.07%
General Supplies - Postage	31	1,000	485	48.49%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	5,339	2135.72%
Software	-	30,500	-	0.00%
Total Operations	6,068	145,150	71,743	49.43%



General Fund Expenditures
As of August 31, 2023

	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Economic Development</i>				
Salaries & Wages	1,015	13,190	8,610	65.28%
FICA	61	819	514	62.80%
Medicare	14	191	120	62.97%
Employee Benefits - Retirement	91	1,095	730	66.67%
Workers Comp Insurance	-	56	62	110.00%
Total Salaries & Benefits	<u>1,181</u>	<u>15,351</u>	<u>10,036</u>	<u>65.38%</u>
Professional Services	-	-	-	0.00%
Total Operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>100.00%</u>
<i>Main Street Program</i>				
Salaries and Wages	4,735	60,551	40,180	66.36%
Employee Benefits - Medical	1,508	18,122	12,067	66.59%
Employee Benefits - Dental	92	1,086	733	67.53%
Employee Benefits - Add Life	12	147	110	75.00%
Employee Benefits - Disability	62	635	551	86.71%
FICA	283	3,816	2,400	62.89%
Medicare	66	892	561	62.91%
Employee Benefits - Retirement	426	5,112	3,408	66.67%
Unemployment	-	38	39	102.00%
Workers Comp Insurance	-	263	289	110.02%
Total Salaries and Benefits	<u>7,184</u>	<u>90,662</u>	<u>60,339</u>	<u>66.55%</u>
Communications	40	600	487	81.21%
Travel	-	700	388	55.43%
Dues and Fees	-	1,400	1,531	109.38%
Education and Training	-	1,300	650	50.00%
Other Expenditures	-	-	143	100%
Supplies - Special Events	-	-	2,200	100%
Software	600	1,000	600	59.99%
Total Operations	<u>640</u>	<u>5,000</u>	<u>6,000</u>	<u>120.00%</u>
<i>Intergovernmental</i>				
Intergovernmental - COED	-	13,000	13,000	100.00%
Total Intergovernmental	<u>-</u>	<u>13,000</u>	<u>13,000</u>	<u>100.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 53,443</u>	<u>\$ 793,905</u>	<u>\$ 484,835</u>	<u>61.07%</u>
<i>Capital Lease</i>				
Capital lease - Interest	3,700	-	15,243	100%
Capital lease - Other debt	-	-	78,722	100%
Capital lease Principal	10,403	113,781	41,649	36.60%
TOTAL CAPITAL LEASE	<u>\$ 14,102</u>	<u>\$ 113,781</u>	<u>\$ 135,614</u>	<u>119.19%</u>
<i>Other Financing Uses</i>				
Transfer to Other Funds	-	45,591	2,606,593	5717.34%
TOTAL OTHER FINANCING USES	<u>\$ -</u>	<u>\$ 45,591</u>	<u>\$ 2,606,593</u>	<u>5717.34%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 785,446</u>	<u>\$ 12,050,000</u>	<u>\$ 9,003,080</u>	<u>74.71%</u>



**American Rescue Plan (ARP) Act of 2021
As of August 31, 2023**

REVENUES:	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	8,645	1,500	54,219	3614.62%
Miscellaneous Revenue	-	5,767,700	-	0.00%
TOTAL REVENUES	\$ 8,645	\$ 5,769,200	\$ 54,219	0.94%
EXPENDITURES:				
Intergovernmental Fire Services	-	3,150,975	3,239,490	102.81%
Repairs & Maintenance	-	-	10,575	100%
Capital Outlay - Infrastructure	3,520	2,618,225	21,138	0.81%
TOTAL EXPENDITURES	\$ 3,520	\$ 5,769,200	\$ 3,271,203	56.70%



Operating Grant Fund
As of August 31, 2023

REVENUES:	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	-	75,000	102,030	136.04%
TOTAL REVENUES	\$ -	\$ 75,000	\$ 102,030	136.04%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	2,853	75,000	103,922	138.56%
TOTAL EXPENDITURES	\$ 2,853	\$ 75,000	\$ 103,922	138.56%



Parks & Recreation Fund
As of August 31, 2023

REVENUES:	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	23,503	300,000	172,756	57.59%
Alcoholic Bev Excise Tax Distilled Spirit	8,229	120,000	69,525	57.94%
Local Option Mixed Drink Tax	5,870	60,000	48,316	80.53%
Penalties and Interest	(58)	-	525	100%
Miscellaneous Revenue	-	-	2	100%
Transfers from General Fund	-	-	1,920,000	100%
Rents and Royalties	1,814	20,000	9,048	45.24%
TOTAL REVENUES	\$ 39,358	\$ 500,000	\$ 2,220,173	444.03%
EXPENDITURES:				
Disposal - Garbage Depot	-	500	-	0.00%
Pest Control - Depot	-	750	499	66.50%
Repairs & Maintenance - Depot	-	5,000	1,537	30.73%
Communications	138	1,750	1,106	63.22%
General Supplies - Depot	-	1,500	12	0.80%
Water/Sewer - Depot	13	250	91	36.39%
Natural Gas - Depot	185	2,300	1,016	44.16%
Electricity - Depot	629	5,000	2,001	40.01%
Small Equipment - Depot	-	500	-	0.00%
Professional Services	-	-	12,140	100%
Capital Outlay - Buildings	-	250,000	-	0.00%
Disposal - Garbage Parks	146	1,000	1,022	102.15%
Lawn Care	905	8,000	5,895	73.68%
Pest Control - Parks	-	750	473	63.03%
Repairs & Maintenance - Parks	2,311	48,825	28,502	58.38%
Rental - Equipment & Land	-	1,000	-	0.00%
Communications	40	375	322	85.94%
Advertising	-	-	306	100%
Dues and Fees	-	500	420	84.00%
Contract Labor	5,775	60,000	27,600	46.00%
General Supplies and Materials - Parks	-	2,000	1,291	64.53%
Water/Sewer - Parks	757	6,000	4,884	81.40%
Electricity - Parks	285	3,500	2,531	72.31%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Sites	-	-	1,134,430	100%
Capital Outlay - Site Improvements	-	100,000	39,782	39.78%
Capital Outlay - Improv JC Mullins	-	-	49,788	100%
Capital Outlay - Improv Barrett Park	1,888	-	10,009	100%
Capital Outlay - Improv Barrett Spring	1,223	-	6,528	100%
Capital Outlay - Buildings	-	-	737,781	100%
Transfers to Other Funds	-	-	179,368	100%
			-	
TOTAL EXPENDITURES	\$ 14,298	\$ 500,000	\$ 2,249,333	449.87%



**Tax Allocation District Fund
As of August 31, 2023**

REVENUES:	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental Cherokee County Governn	4	59,289	4,070	6.86%
Intergovernmental Cherokee County School I	15	195,255	118,428	60.65%
Transfers from General Fund	-	45,591	-	0.00%
TOTAL REVENUES	\$ 19	\$ 300,135	\$ 122,498	40.81%
EXPENDITURES:				
Transfer to Debt Service Fund	-	300,135	39,619	13.20%
TOTAL EXPENDITURES	\$ -	\$ 300,135	\$ 39,619	13.20%



Hotel/Motel Tax Fund
As of August 31, 2023

REVENUES:	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	458	6,000	3,658	60.96%
TOTAL REVENUES	\$ 458	\$ 6,000	\$ 3,658	60.96%
EXPENDITURES:				
Advertising/Promotions	6,140	5,000	6,640	132.80%
Payment to Other Agencies	-	1,000	-	0.00%
TOTAL EXPENDITURES	\$ 6,140	\$ 6,000	\$ 6,640	110.67%



Urban Redevelopment Agency
As of August 31, 2023

	August 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Proceeds from General Long-term E	-	3,454,000	2,523,759		73.07%
TOTAL REVENUES	\$ -	\$ 3,454,000	\$ 2,523,759		73.07%
EXPENDITURES:					
Transfer to Town Center Fund	-	3,454,000	2,523,759		73.07%
TOTAL EXPENDITURES	\$ -	\$ 3,454,000	\$ 2,523,759		73.07%



SPLOST III Fund
As of August 31, 2023

	August 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Transfer from Other Funds	-	-	22,150		100%
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	284,036	-		0.00%
TOTAL REVENUES	\$ -	\$ 290,000	\$ 22,150		7.64%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	-	(3,067)		100%
Capital Outlay-Infrastructure	-	290,000	44,597		15.38%
TOTAL EXPENDITURES	\$ -	\$ 290,000	\$ 41,530		14.32%



SPLOST V Fund
As of August 31, 2023

	August 2023		YTD	% of Annual
REVENUES:	Transactions	2023 Budget	Transactions	Budget
SPLOST V Revenue	934,212	2,825,000	1,835,884	64.99%
Grant Revenue-LMIG	-	160,000	158,523	99.08%
Grant Revenue-SRTA	-	850,000	637,834	75.04%
Assessments - Roads & sidewalks	12,947	-	100,620	100%
Proceeds from GTIB Loan	216,730	8,000,000	2,237,087	27.96%
TOTAL REVENUES	\$ 1,163,889	\$ 11,835,000	\$ 4,969,948	41.99%
EXPENDITURES:				
Capital Outlay-Buildings	80,555	250,000.00	386,426	154.57%
Capital Outlay-Public Safety Equipment	-	10,000	15,021	150.21%
Capital Outlay-Sites	-	1,500,000	4,200	0.28%
Capital Outlay-LMIG	740,532	600,000	741,693	123.62%
Capital Outlay-HOTL Vehicle Bridge	-	-	89,035	100%
Capital Outlay-Industrial Connector	42,011	250,000	160,595	64.24%
Capital Outlay-HS Pkwy Phase II	195,304	4,750,000	2,755,463	58.01%
Capital Outlay-HS Pkwy Phase III	28,000	3,000,000	133,816	4.46%
Capital Outlay-Holly Street	-	100,000	-	0.00%
Capital Outlay-Equipment	-	25,000	33,364	133.46%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Fox Creek/Turner Village	1,444	250,000	11,639	4.66%
TOTAL EXPENDITURES	\$ 1,087,845	\$ 11,835,000	\$ 4,331,253	36.60%



Town Center Fund
As of August 31, 2023

Revenues	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	-	3,754,000	2,848,759	75.89%
TOTAL REVENUES	\$ -	\$ 3,754,000	\$ 2,848,759	75.89%

Expenditures				
Capital Outlay - Site Improvements	364,709	3,754,000	3,266,966	87.03%
Capital Outlay - Buildings	-	-	97,963	100%
Capital Outlay - Buildings Parking Deck	-	-	434	100%
TOTAL EXPENDITURES	\$ 364,709	\$ 3,754,000	\$ 3,365,363	89.65%



Debt Service Fund
As of August 31, 2023

Revenues	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	-	2,300,135	3,258,430	141.66%
TOTAL REVENUES	\$ -	\$ 2,300,135	\$ 3,258,430	141.66%
Expenditures				
Contingency	-	814,869	-	0.00%
Debt Service - Bond Principal HSPRA	-	329,475	329,441	99.99%
Debt Service - Bond Interest HSPRA	-	29,300	29,295	99.98%
Debt Service - Bond Principal URA 2019	277,778	555,556	555,556	100.00%
Debt Service - Bond Principal URA 2020	-	230,770	115,385	50.00%
Debt Service - Bond Interest URA 2019	56,283	118,000	117,948	99.96%
Debt Service - Bond Interest URA 2020	-	67,355	34,263	50.87%
Debt Service - Bond Interest URA 2021	-	154,810	39,619	25.59%
TOTAL EXPENDITURES	\$ 334,061	\$ 2,300,135	\$ 1,221,506	53.11%



**Stormwater Utility Fund
As of August 31, 2023**

REVENUES:	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	48	470,000	14,602	3.11%
TOTAL REVENUES	\$ 48	\$ 470,000	\$ 14,602	3.11%
EXPENSES:				
Salaries & Wages	4,857	58,287	38,856	66.66%
Employee Benefits - Medical Insurance	847	10,161	6,776	66.69%
Employee Benefits - Dental Insurance	27	328	216	65.85%
Employee Benefits - Disability	12	147	96	65.31%
Employee Benefits - ADD Life	31	377	248	65.78%
FICA	301	3,614	2,408	66.63%
Medicare	70	845	560	66.27%
Employee Benefits - Retirement	403	4,841	3,224	66.60%
Unemployment	3	38	24	63.16%
Workers Comp Insurance	229	2,748	1,832	66.67%
Professional Services	175	1,000	175	17.50%
Professional Services - Engineer	-	100,000	29,113	29.11%
Repairs & Maintenance	350	152,314	5,284	3.47%
Repairs & Maintenance - Vehicles	-	2,500	760	30.42%
Rental of Equipment	155	5,000	1,215	24.30%
Pest Control	-	-	500	100%
Communications	78	2,000	752	37.62%
Printing and Binding	-	100	-	0.00%
Dues and Fees	13	6,500	342	5.26%
Training	139	2,500	869	34.76%
Contract Labor	-	5,000	-	0.00%
Other Expenditures	-	250	292	116.93%
General Supplies & Materials	-	500	144	28.80%
General Supplies - Postage	1	1,500	220	14.67%
Water/Sewer	60	1,000	465	46.50%
Gasoline & Diesel	95	4,000	648	16.21%
Small Equipment	-	1,000	154	15.40%
Other Supplies-Uniforms	-	250	170	67.84%
Depreciation	-	95,000	-	0.00%
Contingency	-	4,700	-	0.00%
Capital Lease Interest	-	3,500	-	0.00%
TOTAL EXPENSES	\$ 7,846	\$ 470,000	\$ 95,344	20.29%



**Main Street Board
Budget To Actual Comparison Report
As of August 31, 2023**

Revenues	August 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	5,000	60,662	65,662	108%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	985	-	4,250	100%
Donations From Private Sources	-	5,000	-	0.00%
Rents and Royalties	-	5,000	-	0.00%
TOTAL REVENUES	\$ 5,985	\$ 95,662	\$ 69,912	73.08%

Expenditures				
Salaries & Wages	5,046	60,551	40,803	67.39%
Employee Benefits - Medical	1,510	18,122	12,072	66.62%
Employee Benefits- Dental	91	1,086	732	67.36%
Employee Benefits-Add Life	12	147	109	74.32%
Employee Benefits-Disability	53	635	534	84.09%
FICA	318	3,816	2,470	64.73%
Medicare	74	892	577	64.69%
Employee Benefits-Retirement	426	5,112	3,408	66.67%
Unemployment	3	38	45	118.42%
Workers Comp Insurance	22	263	333	126.62%
Communications	-	600	407	67.83%
Travel	-	700	388	55.43%
Dues and Fees	-	1,400	1,531	109.38%
Education and Training	-	1,300	650	50.00%
Other Expenditures	-	-	143	100%
Software	-	1,000	-	0.00%
Small Equipment	-	-	2,200	100%
TOTAL EXPENDITURES	\$ 7,555	\$ 95,662	\$ 66,402	69.41%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of August 31, 2023**

Revenues	August 2023 Transactions	2023 Budget	YTD Transactions	% Variance
Development Fees/Recompense	26,400.00	34,980	26,400.00	75.47%
Donations from Private Source	-	20	-	0.00%
TOTAL REVENUES	\$ 26,400.00	\$ 35,000.00	\$ 26,400.00	75.43%
Expenditures				
Landscaping/Tree Planting & Care	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	385.00	750	414.00	55.20%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ 385.00	\$ 35,000.00	\$ 414.00	1.18%

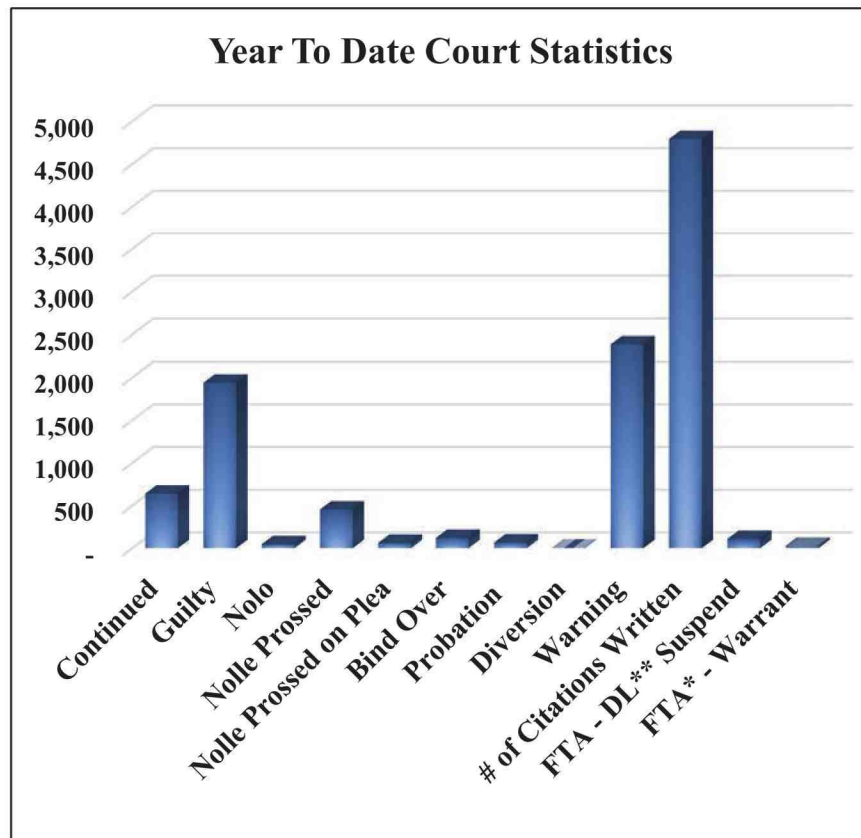


City of Holly Springs Court Statistics 2023 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	123	72	80	43	60	81	85	93					637
Guilty	317	226	280	155	188	219	293	258					1,936
Nolo	7	5	7	2	4	6	6	7					44
Nolle Prossed	54	60	53	51	64	93	37	38					450
Nolle Prossed on Plea	8	2	7	5	3	18	10	7					60
Bind Over	24	27	5	6	19	11	16	10					118
Probation	14	6	13	6	5	7	5	8					64
Diversion	0	3	0	0	1	0	0	0					4
Warning	381	289	341	323	355	250	199	247					2,385
# of Citations Written	654	615	649	676	629	608	455	503					4,789
FTA - DL** Suspend	4	23	5	6	13	22	16	17					106
FTA* - Warrant	8	3	4	4	1	2	1	4					27
	1,594	1,331	1,444	1,277	1,342	1,317	1,123	1,192	-	-	-	-	10,620

* Failure to Appear

** Driver's License





OPTECH

family of companies

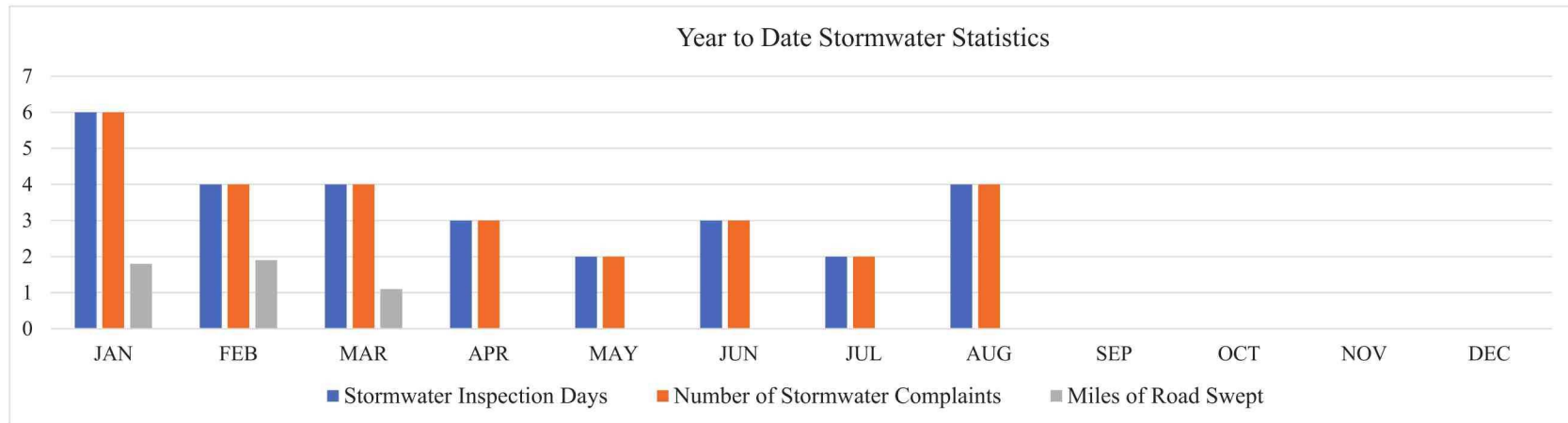
**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Aug-23
Pot Hole Repair	0
Tree Service Work	4
ROW Mowing	45
Dead Animal Pick Up	0
Street Sweeping	0
Road Salting	0
Sign Maintenance	11
Traffic Signals	1
Equipment Maintenance	0
Misc. Work Orders	12
PARKS	
J.B. Owens	19
Barrett Park	19
J.C. Mullins	24
Monthly Totals	135



City of Holly Springs Stormwater Statistics 2023 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	6	4	4	3	2	3	2	4					28
Number of Stormwater Complaints	6	4	4	3	2	3	2	4					28
Miles of Road Swept	1.8	1.9	1.1	0	0	0	0	0					4.8

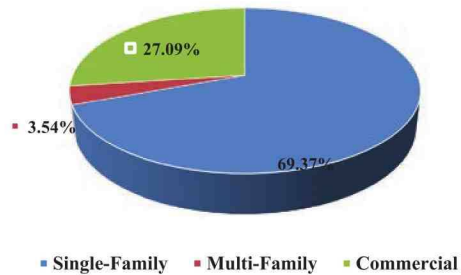




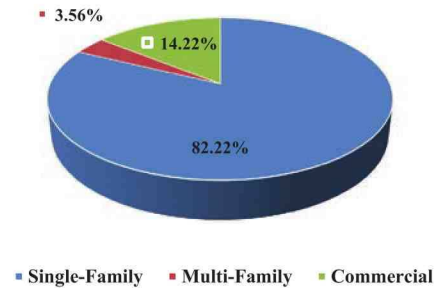
City of Holly Springs
Building Permits and Certificates of Occupancy
2023 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	3	6	12	36	4	24	10	17					112
Accessory Structures	2	5	5	4	5	1	1	5					28
Additions						1		1					2
Basement Buildouts	3	1	2		4	1	3	3					17
Mechanical	2	3	4	2	8	7	3	10					39
Plumbing	4	3	1	5	4	1	3	2					23
Electrical	1	1		1	3		1	4					11
Miscellaneous	6		10	3	9	6	6	2					42
Residential Fence	3	4	6	2	9	3	22	12					61
Certificates of Completion	1			1	5	3	7	8					25
Certificates of Occupancy	22	23	32	18	20	17	9	19					160
Multi-Family													
Townhomes						14							14
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	3	2	2			1							8
Commercial													
New Structures	2				2		1						5
Addition-C													0
Tenant Build Outs	1				1		2	1					5
Accessory Structures	2	8		1		3	6						20
Mechanical		1											1
Plumbing			1	1									2
Electrical	1	2		2	1		1						7
Misc-C	19	3	2	1	7		2	3					37
Signs	2	1	2	2	2	2	2	1					14
Utilities	2	2		4	1	1	4	2					16
Commercial Fence													0
Certificates of Completion	5			1		1	5	1					13
Certificates of Occupancy	6	3	4		1	1	4						19

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





**City of Holly Springs
Occupational Tax Summary
2023 Year to Date**

Construction Trade
Equipment Rental
Home Occupation
Insurance Company
Professional Services
Restaurant

Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
6	5	6	4	2	2	4	3	-	-	-	-	32	56.14%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
7	3	7	-	2	1	2	3	-	-	-	-	25	43.86%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
13	8	13	4	4	3	6	6	-	-	-	-	57	100.00%

