



City of Holly Springs

Date: Wednesday, August 18, 2021
Location: 3235 Holly Springs Parkway

Urban Redevelopment Agency Meeting Agenda

Immediately following the Downtown Development Authority meeting

I. CALL TO ORDER

II. NEW BUSINESS

1. Approve/deny a Commitment Letter among South State Bank, the Urban Redevelopment Agency of the City of Holly Springs, Georgia and the City of Holly Springs, Georgia for financing of the Town Center Project for site work and authorize and ratify the Chairman's execution of the document
Presented By: Robert H. Logan, City Manager
2. Approve/deny the May 4, 2020 Meeting Minutes

III. ADJOURNMENT



July 26, 2021

Rob Logan
 City of Holly Springs
 Urban Redevelopment Agency of the City of Holly Springs
 3237 Holly Springs Parkway
 Holly Springs, GA 30115

Dear Rob,

South State Bank (hereinafter, the "Bank") is pleased to commit to you the following credit facility (hereinafter the "Loan"), subject to the following terms and conditions.

Borrower: Urban Redevelopment Agency of the City of Holly Springs ("Borrower")

Type: Bank Qualified Tax Exempt, Term Loan

Purpose: Proceeds will be used for the financing of infrastructure needs.

Loan Amount: The principal amount of the loan will not exceed six million seven hundred fifty six thousand one hundred thirteen & no/100 dollars (\$6,756,113)

Interest Rate, Fee, and Repayment Terms: A tax-exempt, fixed rate of 2.26%, subject to confirmation from bond counsel of tax exemption and bank qualified. Interest calculations will be based on the actual number of days outstanding and a 360-day year. The loan will have a 24 month draw period. The loan will be payable in semi-annual payments of principal and interest on March 1st and September 1st of each year. The loan will mature in September 2036, at which time all unpaid interest, principal, and fees will be due and payable. See amortization schedule below.

	Date	Days In Period	Rate	Interest Due	Principal Due	Ending Principal Balance	Payment Amount	Balloon
	September 1, 2021		2.2914%			\$ 6,756,113.00		
1	March 1, 2022	181.00	2.2914%	\$ 76,768.21	\$ -	\$ 6,756,113.00	\$ 76,768.21	\$ 6,832,881.21
2	September 1, 2022	184.00	2.2914%	\$ 78,040.61	\$ -	\$ 6,756,113.00	\$ 78,040.61	\$ 6,834,153.61
3	March 1, 2023	181.00	2.2914%	\$ 76,768.21	\$ -	\$ 6,756,113.00	\$ 76,768.21	\$ 6,832,881.21
4	September 1, 2023	184.00	2.2914%	\$ 78,040.61	\$ -	\$ 6,756,113.00	\$ 78,040.61	\$ 6,834,153.61
5	March 1, 2024	182.00	2.2914%	\$ 77,192.34	\$ 259,851.00	\$ 6,496,262.00	\$ 337,043.34	\$ 6,833,305.34
6	September 1, 2024	184.00	2.2914%	\$ 75,039.04	\$ 259,851.00	\$ 6,236,411.00	\$ 334,890.04	\$ 6,571,301.04
7	March 1, 2025	181.00	2.2914%	\$ 70,862.95	\$ 259,851.00	\$ 5,976,560.00	\$ 330,713.95	\$ 6,307,273.95
8	September 1, 2025	184.00	2.2914%	\$ 69,035.91	\$ 259,851.00	\$ 5,716,709.00	\$ 328,886.91	\$ 6,045,595.91
9	March 1, 2026	181.00	2.2914%	\$ 64,937.69	\$ 259,851.00	\$ 5,456,858.00	\$ 324,808.69	\$ 5,781,666.69
10	September 1, 2026	184.00	2.2914%	\$ 63,032.77	\$ 259,851.00	\$ 5,197,007.00	\$ 322,883.77	\$ 5,519,890.77
11	March 1, 2027	181.00	2.2914%	\$ 59,052.44	\$ 259,851.00	\$ 4,937,156.00	\$ 318,903.44	\$ 5,256,059.44
12	September 1, 2027	184.00	2.2914%	\$ 57,029.64	\$ 259,851.00	\$ 4,677,305.00	\$ 316,880.64	\$ 4,994,185.64
13	March 1, 2028	182.00	2.2914%	\$ 53,440.81	\$ 259,851.00	\$ 4,417,454.00	\$ 313,291.81	\$ 4,730,745.81
14	September 1, 2028	184.00	2.2914%	\$ 51,026.50	\$ 259,851.00	\$ 4,157,603.00	\$ 310,877.50	\$ 4,468,480.50
15	March 1, 2029	181.00	2.2914%	\$ 47,241.92	\$ 259,851.00	\$ 3,897,752.00	\$ 307,092.92	\$ 4,204,844.92
16	September 1, 2029	184.00	2.2914%	\$ 45,023.37	\$ 259,851.00	\$ 3,637,901.00	\$ 304,874.37	\$ 3,942,775.37
17	March 1, 2030	181.00	2.2914%	\$ 41,336.66	\$ 259,851.00	\$ 3,378,050.00	\$ 301,187.66	\$ 3,679,237.66
18	September 1, 2030	184.00	2.2914%	\$ 39,020.23	\$ 259,851.00	\$ 3,118,199.00	\$ 298,871.23	\$ 3,417,070.23
19	March 1, 2031	181.00	2.2914%	\$ 35,431.40	\$ 259,851.00	\$ 2,858,348.00	\$ 295,282.40	\$ 3,153,630.40
20	September 1, 2031	184.00	2.2914%	\$ 33,017.10	\$ 259,851.00	\$ 2,598,497.00	\$ 292,868.10	\$ 2,891,365.10
21	March 1, 2032	182.00	2.2914%	\$ 29,689.27	\$ 259,851.00	\$ 2,338,646.00	\$ 289,540.27	\$ 2,628,186.27
22	September 1, 2032	184.00	2.2914%	\$ 27,013.96	\$ 259,851.00	\$ 2,078,795.00	\$ 286,864.96	\$ 2,365,659.96
23	March 1, 2033	181.00	2.2914%	\$ 23,620.89	\$ 259,851.00	\$ 1,818,944.00	\$ 283,471.89	\$ 2,102,415.89
24	September 1, 2033	184.00	2.2914%	\$ 21,010.82	\$ 259,851.00	\$ 1,559,093.00	\$ 280,861.82	\$ 1,839,954.82
25	March 1, 2034	181.00	2.2914%	\$ 17,715.63	\$ 259,851.00	\$ 1,299,242.00	\$ 277,566.63	\$ 1,576,808.63
26	September 1, 2034	184.00	2.2914%	\$ 15,007.69	\$ 259,851.00	\$ 1,039,391.00	\$ 274,858.69	\$ 1,314,249.69
27	March 1, 2035	181.00		\$ 11,810.37	\$ 259,851.00	\$ 779,540.00	\$ 271,661.37	\$ 1,051,201.37
28	September 1, 2035	184.00		\$ 9,004.55	\$ 259,851.00	\$ 519,689.00	\$ 268,855.55	\$ 788,544.55
29	March 1, 2036	182.00		\$ 5,937.74	\$ 259,851.00	\$ 259,838.00	\$ 265,788.74	\$ 525,626.74
30	September 1, 2036	184.00		\$ 3,001.42				\$ 262,839.42

A commitment fee of \$0 will be earned by Bank upon your acceptance of this commitment and payable at closing or upon expiration of any accepted commitment.

Collateral: The collateral for the Loan will consist of an assignment of the Borrower's interest in the intergovernmental contract (hereinafter, the "Contract") between the Borrower and the City of Holly Springs, GA.

Security: The full faith, credit and taxing authority of the City of Holly Springs, Georgia, will be irrevocably pledged.

The legal opinion of bond counsel satisfactory to Bank that the Note: constitutes a valid and binding obligation of Borrower: will be "Qualified Tax Exempt Obligation" within the meaning of Section 265 (b) (3) (B) of Internal Revenue Code of 1986, as amended: and will be exempt from all Federal, State, County, and Municipal taxes.

Opinions: This commitment is contingent on a satisfactory review by the Bank's attorney of the opinion letters issued by the bond counsel and counsel for the Borrower. If the opinion letters provided by counsel are deemed unacceptable in the Bank's sole discretion, this commitment will be void.

Financial Information and Requirements: Borrower and any Guarantors agree, as a condition of the Loan and until the Loan has been fully repaid, to the following:

As affirmative covenants, Borrower and the City of Holly Springs, GA agree to:

1. Furnish to Bank the fiscal year-end audited financial statements of the City of Holly Springs issued by satisfactory accountants in a format satisfactory to Bank.
2. Inform Bank immediately of any material adverse change in financial condition of the City of Holly Springs, and furnish to Bank whatever information on the City of Holly Springs' financial condition that Bank may reasonably require.

Assignability: Borrower cannot assign this commitment without Bank's prior written approval, nor shall any third party rely hereon or be deemed a party beneficial hereby.

Material Adverse Change: This commitment is conditioned upon there having occurred no material adverse change in the business, assets, liabilities, financial condition, results of operations, or business prospects of the Borrower, guarantor, collateral, or upon the ability of the Borrower to perform its material obligations arising under the Loan and any loan documents.

Closing Requirements: Closing requirements for a loan of this nature will apply, to be determined by Bank and its counsel, and can be furnished to you or your attorney upon acceptance of this commitment. Borrower will pay all fees and expenses of Bank in connection with the Loan. In connection with the closing, Borrower's counsel may be asked to provide an opinion letter to Bank as to the validity and enforceability of the Loan documents and such other matters as Bank may reasonably require. **Bank will require appropriate bond validation and opinion letter confirming this debt as "tax exempt and bank qualified" to be eligible for the rate quoted above.**

You may indicate your acceptance of the terms and conditions offered by signing below and returning the original copy of this letter to Bank. If not accepted by August 15, 2021, and if a

resulting loan is not closed by September 30, 2021, then this commitment will expire and neither Bank nor Borrower will be obligated hereunder.

It is a pleasure to extend this financing offer. We look forward to hearing from you and having the opportunity to provide the City of Holly Springs financial services.

Sincerely,



Jeffery R. Mitchell
Senior Vice President

This commitment is agreed to and accepted this 2nd day of August 2021.

Urban Redevelopment Agency of the City of Holly Springs

By K Moore

Its Kevin Moore, Chairman

City of Holly Springs

By St W Miller

Its Steven W. Miller, Mayor



City of Holly Springs
Urban Redevelopment Agency
Special Called Meeting Minutes
May 4, 2020

Agency Members Present via Videoconferencing: Joe Brywczynski, Tim Downing, Ollie Evans, Jimmy Long, Kevin Moore and Councilman Kyle Whitaker.

Agency Members Absent: Phyllis Long.

Elected Officials Present via videoconferencing: Mayor Steven W. Miller

Staff Present via Videoconferencing: City Manager Robert H. Logan, City Clerk Karen Norred, and Main Street Director/Assistant City Clerk Erin Honea.

Kevin Moore called the meeting to order.

Roll Call

Phyllis Long absent.

New Business

Joe Brywczynski made a motion to approve the April 15, 2020 Urban Redevelopment Agency Meeting Minutes. Ollie Evans seconded the motion. Motion carried 6-0.

Tim Downing made a motion to approve the adoption of a bond resolution authorizing the issuance of a revenue bond and the execution of related documents, including an intergovernmental contract with the City. Joe Brywczynski seconded the motion. Motion carried 6-0.

Tim Downing made a motion to adjourn. Jimmy Long seconded the motion. Motion carried 6-0.

Meeting adjourned.

Respectfully Submitted.

Kevin Moore, Chairman

Attest:

Erin Honea, Assistant City Clerk