



City of Holly Springs

Date: Monday, August 16, 2021

Location: 3235 Holly Springs Parkway

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

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. NEW BUSINESS

- A. Discuss a resolution to make application with the Atlanta Regional Commission for funds to continue implementation of the Livable Centers Initiative (LCI) Pedestrian Improvements Plan

Presented By: Nancy Moon, Community Development Director

- B. Discuss a resolution authorizing the submittal of the Georgia Department of Transportation Local Maintenance & Improvement Grant Application for the fiscal year 2022 and authorizing the City Manager or his designee to act in all matters pertaining to the City of Holly Springs' participation in the Georgia Department of Transportation Local Maintenance & Improvement Grant

Presented By: Robert H. Logan, City Manager

- C. Discuss a Warranty Deed and an Intergovernmental Agreement between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

- D. Discuss an Amendment to an Intergovernmental Agreement between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

- E. Discuss an Agreement for Sale and Purchase of Real Property between the Downtown Development Authority of Holly Springs and Stonecrest Homes GA, LLC and consented to by the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- F. Discuss City of Holly Springs COVID-19 Protocols
Presented By: Karen Norred, City Clerk/Human Resources Director
- G. Discuss a Compensation Agreement between Members Insurance Advisors, LLC and the City of Holly Springs, Georgia
Presented By: Karen Norred, City Clerk/Human Resources Director
- H. Discuss amendments to the Holly Springs Police Department Operations Manual
Presented By: Captain Casey Barton
- I. Discuss amendments to the Police Sergeant and Corporal job descriptions
Presented By: Captain Casey Barton

IV. ADJOURNMENT

EXECUTIVE SESSION

- Litigation
- Real Estate

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. CONSENT AGENDA

1. July 8, 2021 Council Work Session and Special Called Meeting Minutes
2. July 19, 2021 Council Work Session and Special Called Meeting Minutes

3. Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs and ratify the City Manager's execution of the agreement

V. NEW BUSINESS

4. Approve/deny a resolution to make application with the Atlanta Regional Commission for funds to continue implementation of the Livable Centers Initiative (LCI) Pedestrian Improvements Plan
5. Approve/deny a resolution authorizing the submittal of the Georgia Department of Transportation Local Maintenance & Improvement Grant Application for the fiscal year 2022 and authorizing the City Manager or his designee to act in all matters pertaining to the City of Holly Springs' participation in the Georgia Department of Transportation Local Maintenance & Improvement Grant
6. Approve/deny a Warranty Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia
7. Approve/deny an Intergovernmental Agreement between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia
8. Approve/deny and Amendment to an Intergovernmental Agreement between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia
9. Approve/deny an Agreement for Sale and Purchase of Real Property between the Downtown Development Authority of Holly Springs and Stonecrest Homes GA, LLC and consented to by the City of Holly Springs, Georgia
10. Approve/deny Compensation Agreement between Members Insurance Advisors, LLC and authorize the City Clerk to act in all matters pertaining to the Agreement
11. Approve/deny amendments to Section 3.5, Promotional Process, of the Holly Springs Police Department Operations Manual
12. Approve/deny amendments to the Police Sergeant job description
13. Approve/deny amendments to the Police Corporal job description

VI. NEW BUSINESS

VII. REPORTS

X. ADJOURNMENT



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: Approval of a Resolution Authorizing Commitment to Match for the 2021 LCI Grant Program

DATE: August 5, 2021

PLANNING COMMISSION MEETING DATE: August 16, 2021

STAFF ANALYSIS

Improvements to Holly Streets have been part of the work program for the City's LCI (Livable Centers Initiative) program. As a round of grant funding has been opened for 2021 for Preliminary Engineering Funding, staff is recommending applying for a grant to fund the majority of the preliminary engineering for this project. The project encompasses Holly Street from the intersection of Holly Springs Parkway to the City Limits (just past the interstate bridge on Holly Street) and includes upgrades to Holly Street, sidewalks, bike lanes, streetlights, and a pedestrian bridge crossing over I-575. The estimated cost for the preliminary engineering portion of this project is \$681,903 with the city's portion being \$136,381 (20%)

.
*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision. The Holly Springs City Council makes the final decision on all rezoning applications at their regularly scheduled meeting. Any site plan submitted as a part of this application is not considered approved and must go through the normal civil site plan review by the City of Holly Springs Community Development Department to ensure compliance with City regulations.*

A RESOLUTION TO MAKE APPLICATION WITH THE ATLANTA REGIONAL COMMISSION FOR FUNDING FOR THE PRELIMINARY ENGINEERING PHASE OF THE HOLLY STREET PEDESTRIAN IMPROVEMENTS PROJECT

WHEREAS, the City of Holly Springs has a Livable Centers Initiative (LCI) Plan with transportation improvements identified in and around the city's LCI area; and

WHEREAS, the City has completed a Town Center Transportation Plan; and

WHEREAS, the City has completed a Comprehensive Plan identifying transportation improvements in its Short-Term Work Program; and

WHEREAS, the City has included the project within the Capital Improvement Plan; and

WHEREAS, the City is committed to the implementation of the Holly Street Pedestrian Improvements project including providing matching funds for the Preliminary Engineering Phase of this project; and

WHEREAS, the City is committed to providing the twenty percent (20%) matching funds for the Holly Street Pedestrian Improvements project; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Holly Springs fully endorse and support the application; and

BE IT FURTHER RESOLVED that the City will provide the required matching funds should the grant funds be awarded to the City.

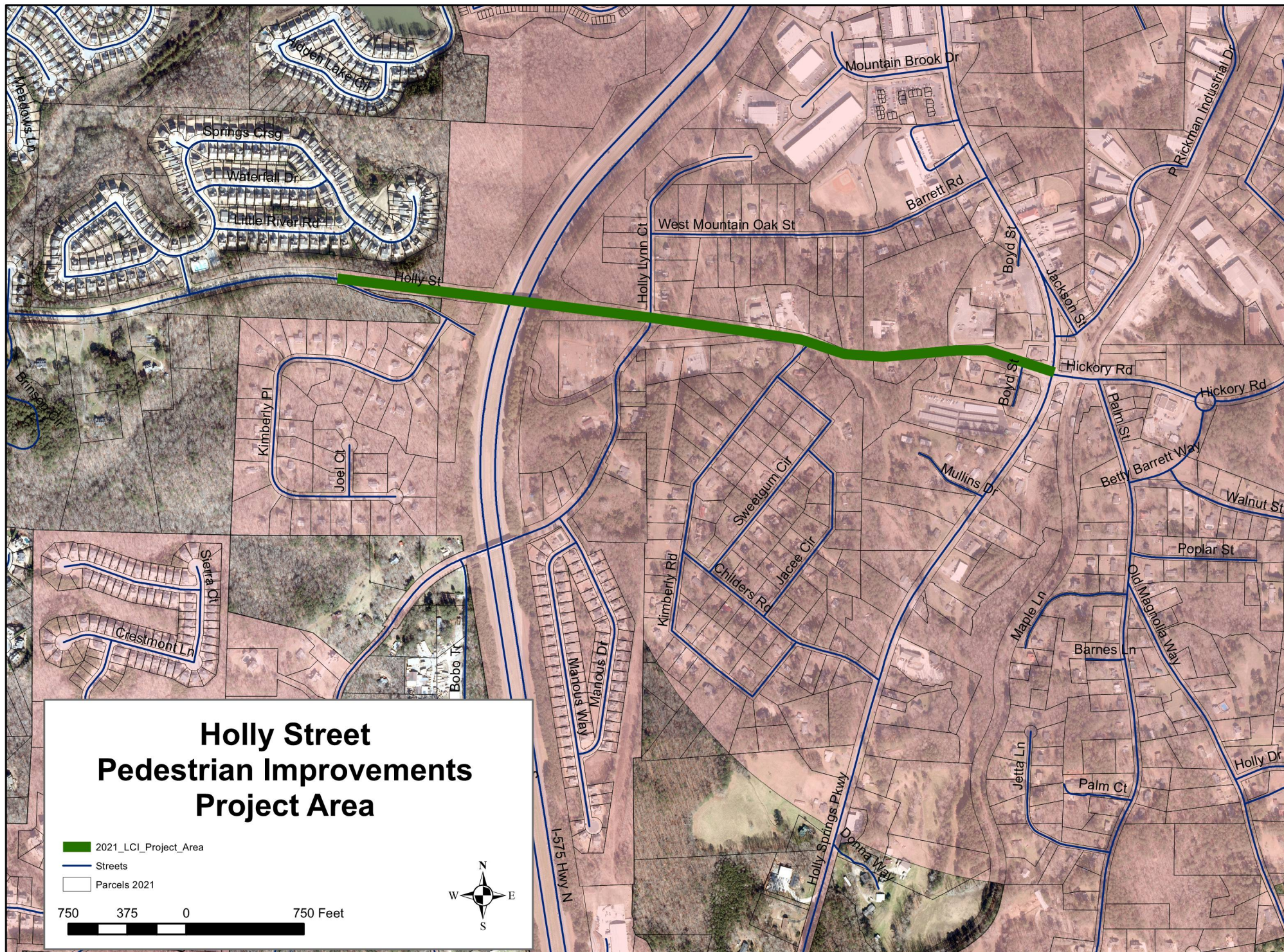
RESOLVED this 16th day of August, 2021.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk



A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS AUTHORIZING THE SUBMITTAL OF THE GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2022; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' PARTICIPATION IN THE GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)

WHEREAS, the Georgia Department of Transportation administers the Local Maintenance & Improvement Grant (LMIG) for various activities and projects related to roadway improvements; and

WHEREAS, the annual LMIG allocation is based on the total centerline road miles for each local road system and the total population of each city as compared with the total statewide centerline road miles and total statewide population; and

WHEREAS, the Georgia Department of Transportation uses current mileage numbers that are reported to the Office of Data Transportation by the City of Holly Springs; and

WHEREAS, a 30% match is required to obtain LMIG funds as stated in the Transportation Investment Act (TIA); and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOLLY SPRINGS, GEORGIA, that

1. The City of Holly Springs is hereby authorized to prepare and submit a Local Maintenance & Improvement Grant (LMIG) application to the Georgia Department of Transportation;
2. The Mayor and City Council authorize the City Manager or his designee to act in all matters in connection with this application and the City of Holly Springs' participation in the Local Maintenance & Improvement Grant (LMIG) Program through the Department of Transportation;
3. The City of Holly Springs' officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 16th day of August 2021.

Attest:

Steven W. Miller, Mayor

Karen Norred, City Clerk
(Seal)

2022 LMIG PROJECT REPORT
COUNTY/CITY: CITY OF HOLLY SPRINGS

ROAD NAME	BEGINNING	ENDING	LENGTH (MILES)	DESCRIPTION OF WORK	PROJECT LET DATE
Holly Springs Parkway	Home Depot Drive	Joint at Kroger Northern Driveway	0.61	Patching, Spot Overlay, Striping	Summer 2022
Holly Street	I-575	City Limits	0.01	Patching, Spot Overlay, Striping	Summer 2022
Carl Barrett Drive	Hickory Road	End	0.37	Patching, Resurfacing, Striping	Summer 2022
Reece Street	Hickory Road	Linda Court	0.09	Patching, Resurfacing, Striping	Summer 2022
Lee Court	Carl Barrett Drive	End	0.18	Patching, Resurfacing, Striping	Summer 2022
Charles Drive	Spring Trail	End	0.18	Patching, Resurfacing, Striping	Summer 2022
Jay Street	Spring Trail	End	0.08	Patching, Resurfacing, Striping	Summer 2022
Spring Trail	Charles Drive	End	0.13	Patching, Resurfacing, Striping	Summer 2022
Hampton Way	Carl Barrett Drive	End	0.12	Patching, Resurfacing, Striping	Summer 2022
Linda Court	Charles Drive	End	0.08	Patching, Resurfacing, Striping	Summer 2022
West Mountain Oak Street	Holly Lynn Court	End	0.27	Patching, Resurfacing, Striping	Summer 2022
Holly Lynn Court	Holly Street	End	0.28	Patching, Resurfacing, Striping	Summer 2022
Totals			2.39		

Prepared by and Return to:
Dyer & Rusbridge, P.C.
291 East Main Street
Canton, GA 30114
(770) 479-7418

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

This Indenture made this _____ day of August, 2021, between **City of Holly Springs, Georgia**, (henceforth referred to as “Grantor”) of the County of Cherokee, State of GA, and the **Downtown Development Authority of Holly Springs**, (henceforth referred to as “Grantee”) of the County of Cherokee, State of Georgia;

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, their heirs, successors, and assigns, interest in and to the following described property:

See Exhibit “A” attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, their heirs, successors, and assigns, forever, in Fee Simple.

AND THE SAID Grantor, for their heirs, successors, and assigns, will warrant and forever defend the right and title to the above described property, unto the said Grantee, their heirs, successors, and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal, the day and year above written.

City of Holly Springs, Georgia

By: _____
Steven Miller, Mayor

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires:

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot 343, 15th District, 2nd Section, Cherokee County, Georgia, as shown in plat of survey by West Georgia Engineers & Surveyors, Inc., Dated March 12, 1985 and being more particularly described as follows: Beginning at an iron pin located on the easterly right of way of Palm Street which iron pin is located 245 feet northerly from the intersection of the northerly right of way of Walnut Street and the easterly right of way Palm Street; running thence northerly along the easterly right of way at Palm Street 108 feet to an iron pin; thence north 80 degrees 08 minutes 06 seconds east a distance of 146.5 feet to an iron pin; thence south 5 degrees 16 minutes 51 seconds east 108 feet to an iron pin; thence south 80 degrees 00 minutes 00 seconds west a distance of 135.5 feet to an iron pin located on the easterly right of way of Palm Street and the point of beginning.

AGREEMENT

This Agreement entered into this ____ day of _____, 2021 by and between the City of Holly Springs, Georgia, a political subdivision of the State of Georgia (“CITY”) and the Downtown Development Authority for the City of Holly Springs (“DDA”).

WHEREAS, the parties entered into an Agreement dated February 22, 2018 for the joint planning and development of property within the Town Center Project (“Town Center IGA”); and

WHEREAS, the CITY conveyed certain properties to the DDA to be used and developed as part of the Town Center Project and subject to the Town Center IGA; and

WHEREAS, the CITY has conveyed additional property to the DDA, as described in Exhibit “A” attached hereto, and known as 175 Palm Street, and the CITY and DDA intend for 175 Palm Street to be used and developed as part of the Town Center Project and subject to the Town Center IGA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Town Center IGA, the parties agree as follows:

1. The CITY will convey 175 Palm Street to the DDA, and the property shall be used and developed as part of the Town Center Project and subject to the terms of the Town Center IGA.

IN WITNESS WHEREOF, the parties have signed below.

“DDA”

“CITY”

Kevin Moore, Chairman

Steven Miller, Mayor

Attest:

Guillermo Sanabia, Secretary

Attest:

Karen Norred, City Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 343, 15th District, 2nd Section, Cherokee County, Georgia, as shown in plat of survey by West Georgia Engineers & Surveyors, Inc., Dated March 12, 1985 and being more particularly described as follows: Beginning at an iron pin located on the easterly right of way of Palm Street which iron pin is located 245 feet northerly from the intersection of the northerly right of way of Walnut Street and the easterly right of way Palm Street; running thence northerly along the easterly right of way at Palm Street 108 feet to an iron pin; thence north 80 degrees 08 minutes 06 seconds east a distance of 146.5 feet to an iron pin; thence south 5 degrees 16 minutes 51 seconds east 108 feet to an iron pin; thence south 80 degrees 00 minutes 00 seconds west a distance of 135.5 feet to an iron pin located on the easterly right of way of Palm Street and the point of beginning.

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF
HOLLY SPRINGS, GEORGIA AND THE DOWNTOWN DEVELOPMENT
AUTHORITY OF HOLLY SPRINGS**

This Agreement entered into this ____ day of _____, 2021 by and between the City of Holly Springs, Georgia, a political subdivision of the State of Georgia (“CITY”) and the Downtown Development Authority of Holly Springs (“DDA”).

WHEREAS, the parties entered into an Agreement dated February 22, 2018 for the joint planning and development of property within the Town Center Project (“Town Center IGA”); and

WHEREAS, the CITY conveyed certain properties to the DDA to be used and developed as part of the Town Center Project and subject to the Town Center IGA; and

WHEREAS, the parties desire to clarify how the proceeds of any sale of property by the DDA are to be used;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Town Center IGA, the parties agree as follows:

1. Paragraph 6 of the Town Center IGA is amended to read as follows:

6. If the DDA sells any property that is included within the Town Center Project, all sale proceeds shall be held by the City, to be used solely to pay for the City Hall building, public parking and open spaces, or infrastructure for the Town Center Project, or to make payment towards any debt incurred to pay for those items, including, but not limited to, the bonds issued by the Urban Redevelopment Agency of the City of Holly Springs, Georgia.

2. All other terms and conditions of the Town Center IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed below.

“DDA”

“CITY”

Kevin Moore, Chair

Steven Miller, Mayor

Attest:
Secretary

Attest:
Karen Norred, City Clerk

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (the “**Agreement**”) is made and entered into as of the last date on which this Agreement is signed by either party (the “**Effective Date**”) by and between the **Downtown Development Authority of Holly Springs** (“**Seller**”) and **Stonecrest Homes GA, LLC**, a Georgia limited liability company (“**Purchaser**”) (the Seller and Purchaser shall sometimes be referred to singularly as a “**Party**” and collectively as the “**Parties**”). This Agreement is also consented to by the City of Holly Springs, Georgia.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and promises set forth herein, One Dollar (\$1.00) and other good and valuable consideration, all of which each Party respectively agrees constitutes sufficient consideration received at or before the execution hereof, the Parties hereto do hereby covenant and agree as follows:

1. **Sale of Property**: Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, transfer, and deliver to Purchaser and Purchaser agrees to purchase, acquire, and take from Seller the following described Property:

See Exhibit “A” which is attached hereto and made a part hereof, together with (i) all and singular the appurtenances appertaining thereto, and Seller’s rights, easements or other interests, if any, in and to adjacent streets, alleys and rights-of-way abutting such real property, (ii) all intangible property and all plans, specifications, studies, and reports owned and controlled by Seller related to the real property, (iii) all credits or deposits paid or delivered in connection with impact fees or other development, construction or occupancy fees, exactions or charges, of any nature or character, levied by any applicable governmental authority, in connection with the Property; and (iv) such other assignable rights, interests and properties as may be specified in this Agreement, all of which may be hereinafter referred to as the “**Property**”.

2. **Purchase Price**. The “**Purchase Price**” for the Property to be paid by Purchaser to Seller at the Closing and consummation of the purchase and sale of the Property as contemplated herein shall be the sum of Two Million and 00/100 Dollars (\$2,000,000.00).

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

4. **Inspection Period; Title**. Purchaser may obtain a current commitment for a title insurance policy (the “**Title Commitment**”) from the Title Agent and Purchaser may obtain a new survey of the Property. Purchaser agrees to give Seller written notice of any objections it has to the marketability or insurability of title before 5:00 pm Eastern Standard Time on the One Hundred Eightieth (180th) day after the Effective Date of this Agreement (the “**Contingency Deadline**”), and waives any title objections it does not make in writing to Seller before the Contingency Deadline. Seller may, but has no obligation to, cure any or all title objections Purchaser makes, except that Seller agrees, with respect to the Property: (i) to remove, at or before the Closing, all security deeds, mortgages, and deeds of trust that exist before the Closing; (ii) to pay all real estate taxes, assessments, and homeowners’ association assessments, dues, and other charges through the Closing; (iii) to remove, at or before the Closing, all liens for labor, services, or materials that Seller has requested or approved before the Closing; and (iv) any other encumbrance that

Seller first creates after the Effective Date of this Agreement to which Purchaser timely objects. Seller will be deemed to have refused to cure any title objection that it does not agree to cure by written notice to Purchaser within five (5) business after notice of the title objection. If Seller refuses or is deemed to have refused to cure any title objections, Purchaser may terminate this Agreement by written notice to Seller within seven (7) business days after the Contingency Deadline.

Purchaser shall have a continuing right until the Closing to update its title examination to ascertain whether or not Seller shall have created any liens or other encumbrances upon the Property subsequent to the issuance of the Title Commitment set forth above, and to furnish Seller with a written statement of objections to any matters created by Seller. Seller shall be obligated to satisfy objections where voluntarily created by Seller. In the event Seller is unable, after reasonable diligence and effort, to cure or satisfy, at or prior to the Closing, any such valid objection to title, or in the event Seller has chosen not to cure any such valid objection which Seller is not obligated to cure, Purchaser may elect to terminate this Agreement. Upon termination of this Agreement, Title Agent shall return the Deposit to Purchaser and thereafter neither Seller nor Purchaser shall have any further obligations hereunder, except as otherwise provided in this Agreement. Purchaser shall have the right at any time to waive any objections that it may have made and thereby preserve this Agreement in effect.

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

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

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

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

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

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

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

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

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

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

J. Seller shall have placed iron pins at the Property corners.

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

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

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

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

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

- (1) The Soils Report;
- (2) A complete set of the final Compaction Reports for the Property;
- (3) A letter from the Seller’s engineer that certifies compliance of (i) the Property with HUD Data Sheet 79-G or its successor and (ii) the Retaining Walls with, as applicable, the Grading Plan, the engineer’s design parameters, and the standards required by the applicable ordinances, codes and statutes of the FHA, City and County;

- (4) A reproducible copy of the recorded Final Plat with recording information shown thereon, including a cd rom containing an AutoCAD Version 2000.dwg;
- (5) Two copies of the "As Built" grading and development plans, showing paving, water, sewer, storm drainage and utility layouts including drainage patterns, elevations at the corners of the Property, elevations at the top of curbs and elevations of the finished pads;
- (6) A copy of the Address Plat or Address List;
- (7) Copies of the recorded final, approved plats for the Property; and
- (8) Copies of the Notice of Intent and Storm Water Pollution Prevention Plan, Seller has filed or will be filing with the TCEQ.

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

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

A. **Conveyance.** Purchaser shall close, at one Closing, on the purchase of the Property (the "**Closing**") within fifteen (15) days after the Substantial Completion Date. The Closing shall occur at the offices of Lueder, Larkin & Hunter, LLC during normal business hours. Seller shall convey fee simple title of the Property to Purchaser by special warranty deed subject to: (i) ad valorem real estate taxes and special assessments for the year of the Closing (prorated), and (ii) the Permitted Exceptions. Seller shall also execute appropriate assignments and other documentation or instruments of conveyance to effectuate the assignment and transfer to Purchaser of all agreements, contracts, rights and obligations contemplated under the terms of this Agreement, including any Impact Fee Credits and other assigned rights or interests. Seller agrees that it shall make available to Purchaser at the Closing, any fully assignable, transferable and usable Impact Fee Credits or other credits for Purchaser's intended use of the Property for which Seller has prepaid.

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

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

- (1) Limited Warranty Deed (the "**Deed**");
- (2) Title Commitment (appropriately revised);
- (3) Lien, Possession and GAP Affidavit(s) and Seller's Affidavit;
- (4) Non-Foreign Affidavit (FIRPTA Certificate);

- (5) Assignment and assumption of Impact Fee Credits or any impact fees, credits, or deposits, in such form as is acceptable to or required by the entity issuing such credits or deposits; and
- (6) Such other documents as may be required by this Agreement, or which Seller shall execute at the reasonable request of Purchaser or Title Company.

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

- (1) The Purchase Price of the Property in cash, with any required credit being given for the Deposit applied against Purchase Price (which amount, if applicable, shall be delivered by the Title Agent to the Seller at the Property Closing), and as otherwise reduced or increased as required by prorations of taxes and assessments, if applicable; and
- (2) Such documents as may be required by this Agreement or which Purchaser shall execute at the reasonable request of Seller or Title Company.

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

- (1) Purchaser acknowledges that in addition to the Purchase Price for the Property acquired hereunder, Purchaser shall be responsible for all other closing costs and expenses associated with the acquisition of the Property, including but not limited to:
 - a. all costs and charges incident to any mortgage obtained by Purchaser, including, without limitation, any recording fees;
 - b. the premiums for owner's and mortgagee's title insurance policies;
 - c. all costs of endorsements to the owner's (and mortgagee's, if any) title insurance policies requested by Purchaser;
 - d. survey costs if Purchaser elects to obtain a survey;
 - e. fees for recording the Deed, the Seller Security Deed and any other instruments required to be recorded by the terms of this Agreement that are not otherwise Seller's responsibility;
 - f. miscellaneous fees charged by the Title Company, including all wire fees, courier and overnight delivery service fees, photocopy charges and a reasonable escrow fee; and
 - g. All other costs or expenses not specifically provided for in this Agreement.
- (2) Each Party shall pay its own attorney's fees.

D. **Prorations, Credits and Charges.** Unless otherwise indicated in this Agreement, all prorable items, including, without limitation, ad valorem real estate taxes and association assessments for the year of the Closing, shall be prorated as of the Closing Date. All real estate special assessments, ad valorem taxes and association assessments for prior years shall be paid by Seller. For proration purposes it will be assumed real estate taxes are paid upon the tax due date. In

the event the current assessment and millage are not available, all taxes for the year of the Closing shall be based on the previous year's assessment and millage. If any substantial difference (i.e., over \$500.00) occurs in the actual tax bills when issued for the year of the Closing, the Parties agree to make adjustments when the current assessment and millage become available.

E. Possession. At the Closing, Seller shall deliver exclusive possession and occupancy to Purchaser of the Property.

7. Construction of Improvements. After the Closing, Purchaser shall construct any and all improvements on the Property in a good and workmanlike manner substantially in accordance with all applicable laws, codes, and ordinances. Purchaser shall have the sole discretion to determine the manner, method, and order of the construction of the improvements; provided, however, the construction of all such improvements shall commence simultaneously.

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

8. Architectural Controls. Prior to construction of the initial improvements on the Property by Purchaser, Purchaser shall submit written plans and specifications of such improvements to Seller for approval, which approval shall not be unreasonably withheld. Attached hereto as Exhibit "B" are plans and specifications for some or all of the initial improvements that are hereby approved by Seller.

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

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Seller may reasonably require. If the Seller fails to approve, conditionally approve, or to disapprove such application within forty five (45) days after the application and such information as the Seller may reasonably require shall have been submitted, Seller's approval will not be required and this Section 8 shall be deemed complied with.

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

A. Authority. Seller is, or at the time of the Closing will be, the sole owner of fee title to the Property. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the sales contemplated herein. This Agreement has been, and the documents to be executed by Seller pursuant to this Agreement will

be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

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

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

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

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

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

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

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

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

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

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

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

To the extent permitted by law, Seller agrees to indemnify and hold harmless Purchaser, its officers, employees, agents, successors and assigns (the "**Indemnified Parties**"), from and against, and to reimburse Indemnified Parties with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, strict liabilities, costs and expenses (including attorney's fees and court costs and costs of investigation, monitoring or response action) of any kind and character, known or unknown, fixed or contingent, asserted against or incurred by the Indemnified Parties at any time or from time to time by reason of or arising out of: (i) Seller's breach of any of the representations and warranties set forth in this Section 9 or (ii) any violation of, or otherwise pursuant to, any Environmental Law (including, without limitation, all claims, demands, loss, damage, liabilities, costs, and expenses in connection with the presence, release or threatened release from, at, in, on, under or to the Property of Hazardous Substances), regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of existence or occurrence.

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

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

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

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

D. **Retaining Walls.** All retaining walls that currently exist in the Property, or will be placed in the Property by Seller (the "**Retaining Walls**") have been or will be engineered to comply with all applicable standards, laws and ordinances of the applicable Governmental

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

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

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

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

12. **Remedies and Notice.**

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

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

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

D. **Abatement.** Notwithstanding any contrary provision in this Agreement, during any time which Seller is in default of its obligations under this Agreement or Seller shall have

breached any of its representations herein, in addition to Purchaser's other rights and remedies hereunder, Purchaser's purchase obligations shall abate for such time as Seller remains in default.

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

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

15. **Condemnation.** In the event that condemnation or rights of eminent domain or like process shall be threatened in connection with the Property or any portion of the Property which, in Purchaser's reasonable opinion, would have a material adverse impact on Purchaser's proposed development of the Property, Purchaser shall have the right to elect in writing to either: (i) continue this Agreement in full force and effect, notwithstanding such taking or threatened taking, in which event Seller shall pay or assign all condemnation awards or payments in respect of the Property to Purchaser at the Closing, (ii) delete the portion of the Property condemned or threatened to be condemned from this Agreement, in which event the Purchase Price shall be reduced in proportion to the amount of the Property being condemned or threatened to be condemned, or (iii) terminate this Agreement and receive a refund of the Earnest Money.

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

PURCHASER:

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

With copy to:

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

SELLER:

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

With copy to:

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

17. **Dispute Resolution:** Should one Party (the "**Claimant**") make any claim or have any dispute with the other Party (the "**Respondent**") relating to this Agreement, including but not limited to, breach of Agreement, breach of warranty, negligence, violation of government codes, fraud, rescission, specific performance and/or any other controversy (the "**Claim**"), the Parties agree to confer in good faith to attempt to resolve the Claim. If the Parties are unable to resolve the Claim after conferring in good faith, the Parties shall submit the Claim to binding arbitration according to the terms set forth herein:

THE ARBITRATOR SHALL BE SELECTED PURSUANT TO THE PROCEDURES AND GUIDELINES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, ANY ARBITRATOR SO SELECTED SHALL BE EXPERIENCED WITH REAL ESTATE DEVELOPMENT AND CONSTRUCTION. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, AT SUCH PLACE AND ON SUCH DATES AS DIRECTED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO GRANT REASONABLE DISCOVERY RIGHTS TO THE PARTIES. UPON REQUEST OF EITHER PARTY, THE ARBITRATOR SHALL ISSUE WRITTEN FINDINGS AND CONCLUSIONS. THE DECISION OF THE ARBITRATOR SHALL BE BINDING ON BOTH PARTIES AND ENFORCEABLE IN A COURT OF COMPETENT JURISDICTION. IF ONE PARTY (THE "REFUSING PARTY") REFUSES TO SUBMIT ANY DISPUTE FOR RESOLUTION BY ARBITRATION AFTER RECEIPT OF NOTICE FROM OTHER PARTY (THE "REQUESTING PARTY"), AND THE REQUESTING PARTY IS REQUIRED TO SEEK TO ENFORCE THIS AGREEMENT TO ARBITRATE, THEN THE REFUSING PARTY SHALL BE LIABLE FOR THE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED BY THE REQUESTING PARTY IN ENFORCING THIS AGREEMENT TO ARBITRATE. NO ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL INCLUDE, BY CONSOLIDATION OR ANY OTHER MANNER, PARTIES OTHER THAN SELLER AND PURCHASER UNLESS APPROVED IN WRITING BY BOTH PARTIES. THIS ARBITRATION CLAUSE HAS BEEN INITIALED BY THE PARTIES AT THE TIME OF EXECUTION OF THIS AGREEMENT PURSUANT TO GEORGIA CODE § 9-9-1 *et seq.*, SPECIFICALLY SECTION 9-9-2 (AS AMENDED). AS EVIDENCED BY SELLER'S INITIALS APPEARING IN THE SPACE BELOW, SELLER CERTIFIES THAT SELLER HAS READ AND UNDERSTANDS THIS SECTION IN ITS ENTIRETY, AND THAT SELLER UNDERSTANDS AND AGREES THAT, AS AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT AND SELLER ACCEPTING THE BENEFITS HEREOF, SELLER HAS KNOWINGLY AND WILLINGLY LIMITED ITS REMEDIES FOR BREACH OF THIS AGREEMENT BY SELLER TO THE TERMS, CONDITIONS AND OTHER PROVISIONS EXPRESSLY SET FORTH IN THIS SECTION.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

18. **General Provisions.**

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

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

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

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

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

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

G. **Parties Bound.** This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective legal representatives, successors and assigns.

H. **Assignment.** Purchaser shall have the right to assign this Agreement to Walton Communities, LLC or an affiliate or related entity without the consent of Seller, and in the event of such assignment, the transaction contemplated by this Agreement shall be consummated in the name of such assignee, the assignee shall assume the obligations of Purchaser under this Agreement, and Purchaser shall have no further obligation or liability under this Agreement; provided, however, Charles D. Heiser, Jr. shall have a financial interest, ownership interest, and managerial role in such assignee. All other assignments shall require the consent of Seller, which consent shall not be unreasonably withheld, and in the event of such assignment, the transaction contemplated by this Agreement shall be consummated in the name of such assignee, the assignee shall assume the obligations of Purchaser under this Agreement, and Purchaser shall have no further obligation or liability under this Agreement; provided, however, Charles D. Heiser, Jr. shall have a financial interest, ownership interest, and managerial role in such assignee.

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

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

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

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

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

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

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

SELLER:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF HOLLY SPRINGS**

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

STONECREST HOMES GA, LLC, a Georgia
limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVED BY:

THE CITY OF HOLLY SPRINGS, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM BY:

**ATTORNEY FOR THE CITY OF HOLLY
SPRINGS, GEORGIA**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT “B”

ARCHITECTURAL PLANS AND SPECIFICATIONS

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

PREPARED BY AND RETURN TO:

MEMORANDUM OF AGREEMENT

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

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

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

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

MEMORANDUM:

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

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

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

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

SELLER:

**HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY**

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

By:_____

Name: _____

Title: _____

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

Attest:_____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

PURCHASER:

STONECREST HOMES GA, LLC

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

By:_____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED BY:

**THE CITY OF HOLLY SPRINGS,
GEORGIA**

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

By: _____

Name: _____

Title: _____

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

Attest: _____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED AS TO FORM BY:

**ATTORNEY FOR THE CITY OF
HOLLY SPRINGS, GEORGIA**

Signed, sealed and delivered in the presence
of:

By: _____

Name: _____

Title: _____

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

COVID-19 Protocol
Effective Tuesday, December 22, 2020

In an effort to maintain a safe and healthy workplace, the City has implemented the following protocol:

- 1) All employees will be required to wear a face covering if they are unable to socially distance themselves from others and while in common areas where **social distancing** is not possible.
- 2) All visitors will be required to wear a face covering to enter City Hall or the Police/Municipal Court buildings.
- 3) All employees who have a combination of any two (2) **symptoms** will be required to be tested for COVID-19. If you are required to be tested, your results must be submitted to Karen Norred before you may return to work.
- 4) Return to Work Strategy will be time-based that is determined based on a person's health status as follows:
 - a. Symptomatic employees with confirmed COVID-19 can return to work after:
 - i. At least 24 hours have passed since last fever without the use of fever-reducing medications; AND,
 - ii. Improvement in respiratory symptoms (e.g., cough, shortness of breath); AND,
 - iii. At least 10 days have passed since symptoms first appeared. **A limited number of persons with severe illness (those admitted to a hospital and needed oxygen) or persons with a weakened immune system (immunocompromised) due to a health condition or medication may produce replication-competent virus beyond 10 days that may warrant extending duration of isolation for up to 20 days after symptom onset. Consider consultation with a medical provider and/or infection control experts for these patients.*
 - b. Asymptomatic employees with confirmed COVID-19 can return to work after:
 - i. At least 10 days have passed since the positive laboratory test and the person remains asymptomatic.
 1. Note, asymptomatic employees who test positive and later develop symptoms should follow the guidance for symptomatic persons above.
 - c. Asymptomatic employees who may have had exposure to a person with suspected or confirmed COVID-19 can return to work but must adhere to the following practices prior to and during their work shift:
 - i. Pre-Screen: Submit to having their temperature measured and assessment of symptoms prior to reporting to work and entering the building; AND,
 - ii. Self-Monitoring: Self-monitor during the day for temperature and symptoms; AND,
 1. Note, asymptomatic employees who later develop symptoms and test positive should follow the guidance for symptomatic persons above.

- iii. Wear a Mask: Wear a mask at all times while in the workplace for 14 days after last exposure; AND,
- iv. Social Distance: Maintain six (6) feet and practice social distancing as work duties permit in the workplace; AND,
- v. Disinfect and Clean Workspaces: Clean and disinfect all areas such as offices, bathrooms, common areas, electronic equipment routinely.

Any **testing location** within the North Georgia Health District (<https://www.nghd.org/>) has been identified and approved for all employees who are required to be tested. Register by calling **1-888-881-1474**. Their Call Center is open Monday through Friday, 8 AM - 5 PM, and on Saturday, 9 AM - 3 PM. Call volumes can be abnormally high at times, but please continue dialing until you get through. First Responders are not required to register.

Definitions by the Georgia Department of Public Health (DPH) and/or the Centers for Disease Control and Prevention (CDC):

Close contact is defined as anyone who was within 6 feet of an infected person for at least 15 minutes starting from 48 hours before the person began feeling sick until the time the patient was isolated.

Social distancing is defined as remaining at least 6 feet (about 2 arms' length) from other people who are not from your household in both indoor and outdoor spaces.

Symptoms are defined as:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Compensation Agreement

City of Holly Springs & Members Insurance Advisors, LLC

THIS COMPENSATION AGREEMENT is made and entered into and effective the ____ day of _____, 2021 ("Effective Date") by and between CITY OF HOLLY SPRINGS, a Georgia Municipality ("Client"), and MEMBERS INSURANCE ADVISORS, LLC.

I. TERM AND TERMINATION

This agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one (1) year terms but may be terminated by either party at any time upon thirty (30) days prior written notice.

II. OBLIGATIONS OF MEMBERS INSURANCE ADVISORS, LLC

Members Insurance Advisors, LLC will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client: General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Cyber, Automobile Liability and Automobile Physical Damage, Property, Mobile Equipment, Crime, Boiler and Machinery. If the Services include the placement of insurance coverages, Members Insurance Advisors, LLC will use its commercial best efforts to secure such insurance coverages on the Client's behalf. In the event an insurance company cancels or refuses to place the listed insurance, Members Insurance Advisors, LLC will use its best commercial efforts to obtain the coverage from another insurance company. Members Insurance Advisors, LLC will also provide the following Services: (1) risk identification; (2) loss measurement; (3) gathering and analysis of loss information; (4) setting of risk retention levels; (5) development of retention financing plans; (6) development of insurance specifications; (7) negotiation with insurers regarding coverages, costs and payment options; (8) implementation of retained and transferred risk programs; (9) monitoring of annual program; and (10) insurance audit Services.

III. OBLIGATIONS OF CLIENT

Client shall remunerate Members Insurance Advisors, LLC its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Members Insurance Advisors, LLC an annual fee of \$15,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. In receiving the fee stated herein, Members Insurance Advisors, LLC will not be receiving any compensation from any other source on or relating to the same transaction. If work is required to be performed in addition to the Services, Client agrees to compensate Members Insurance Advisors, LLC for such additional work at its usual and customary rates.

IV. DISCLOSURES

A. In addition to such fees and commissions provided herein, Members Insurance Advisors, LLC may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Members Insurance Advisors, LLC may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Members Insurance Advisors, LLC with the insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Members Insurance Advisors, LLC under Section III. above.

- B. Members Insurance Advisors, LLC fees under this Agreement shall be earned on the Effective Date (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Members Insurance Advisors on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Members Insurance Advisors, LLC to immediately terminate this Agreement, at its option, without notice to Client. In addition, and not in lieu of the right to terminate, Members Insurance Advisors, LLC reserves the right to apply return premiums or any other payment up to \$5,000 received by Members Insurance Advisors, LLC on Client's behalf to any amounts owed by Client to Members Insurance Advisors, LLC unless such return premiums or other payments are disputed by Client.
- C. Where applicable, insurance coverage placements which Members Insurance Advisors, LLC makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Members Insurance Advisors, LLC on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Members Insurance Advisors, LLC's brokerage fees or commissions referred to herein.
- D. Members Insurance Advisors, LLC will not be operating in a fiduciary capacity, but only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of the Client's enterprise. Members Insurance Advisors, LLC will seek to bind those coverages based upon Client's authorization, however, Members Insurance Advisors, LLC can make no warranties in respect policy limits or coverage considerations of the carrier. Contact Members Insurance Advisors, LLC with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Members Insurance Advisors, LLC's liability to Client, arising from any negligent acts or omissions of Members Insurance Advisors, LLC, whether related to the Services provided hereunder or not, shall not exceed \$5 million in the aggregate. Without limiting the foregoing, Members Insurance Advisors, LLC shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

MEMBERS INSURANCE ADVISORS, LLC

CITY OF HOLLY SPRINGS

By: _____

By: _____

Name: _____

Name: _____

Title _____

Title: _____

Date matching effective date or most recent amendment: _____

EXHIBIT A

The following outlines services provided by Members Insurance Advisors, LLC over the term of this Agreement:

- Place the following lines of insurance coverage on Client's behalf: General Liability, Law Enforcement Liability, Public Officials Liability, Cyber, Employment Practices Liability, Automobile Liability and Automobile Physical Damage, Property, Mobile Equipment, Crime, Boiler and Machinery.
- Consult with **City of Holly Springs** to formulate a marketing strategy that focuses on delivering a cost-effective risk management strategy and structure based upon current market conditions.
- Work with **City of Holly Springs** to produce comprehensive underwriting data and criteria for insurance carrier negotiations.
- Formally present coverage submissions to agreed upon insurance carrier(s) and negotiate terms on behalf of **City of Holly Springs**.
- Summarize the results of executing the marketing strategy developed with the **City of Holly Springs** and communicate program recommendations.
- Provide consultation to **City of Holly Springs** on exposures, existing coverage, and the desirability and/or feasibility of potential program changes when recommended by Members Insurance Advisors, LLC or when requested by the client.
- Promote risk control services from the insurance carrier(s) and ensure services are being delivered.
- Advocate for the **City of Holly Springs** on claim reporting, claim advice, and claims advocacy with insurance carrier(s).
- Request change endorsements, when requested by the client or when otherwise necessary, ensuring accuracy and delivery in a timely manner.
- Administration of insurance program, including policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., automobile identification cards, certificates of insurance, and other program administration, as required by the client.
- Review accounting and billing data received from insurance markets on client's behalf to ensure accuracy.

HOLLY SPRINGS POLICE DEPARTMENT
OPERATIONS

OPERATIONS MANUAL

3.5 PROMOTIONAL PROCESS

EFFECTIVE DATE: March 13, 2000
REVIEW DATE: August 17, 2021
CHIEF OF POLICE: Tommy Keheley

REVISED DATE: August 17, 2021

I. PURPOSE

- A. To establish the elements used for the promotional process.
- B. To outline and describe each element used for promotion process.

II. POLICY

It is the policy of the Holly Springs Police Department to conduct the promotional process in a job-related and non-discriminatory manner. The promotional process is an integral part of the overall selection process, and accordingly, must meet the legal, professional, and administrative requirements for selection processes used at the entry level. It shall be ensured that candidates are evaluated by a promotional process that measures traits or characteristics that are a significant part of the job being sought. These traits will be identified through a job-task analysis and published in the "skills, knowledge and abilities" section of the job description for that rank.

III. PROCEDURE:

A. PROMOTIONAL OPPORTUNITY ANNOUNCEMENTS

Whenever vacancies exist in supervisory positions and a decision to fill the position(s) is made, a written announcement will be posted and distributed to all affected employees. **This announcement shall be made 30 days prior to the written examination date.** This announcement shall include:

1. A description of the positions or job classifications for which vacancies exist;
2. A schedule of dates, times, and locations of all elements of the process;
3. A description of eligibility requirements;
4. A description of the process to be used in selecting personnel for the vacancies **along with scoring categories and points for each category; and**
5. **The study material for the process.**

B. PROCESS REQUIREMENTS

The Chief of Police establishes criteria and procedures for developing eligibility requirements for promotional purposes. These criteria and procedures are as follows:

1. The Chief of Police will determine the relative value of each part of the process.
2. The announcement posted for the promotion shall list each element or component of the process.
3. Once the process has been completed, the Chief of Police shall make the final choice in all personnel to be promoted.
4. No personnel shall be considered for promotion until such time that they have successfully completed the promotion process unless circumstances exist where a vacancy would need to be filled before a promotion process could be administered. In such a case, the Chief of Police may temporarily fill a vacant ranking position by temporary appointment.

C. PROMOTIONAL ELIGIBILITY

The Chief of Police shall determine the eligibility standards for promotion based on the job position for which the vacancy exists. The date of eligibility will be based upon the date of which the promotional process begins, which would be the date of the written test. The following minimum eligibility requirements shall be in place for any promotion process:

Corporal:

1. Employee applying for promotion must have successfully completed all probationary periods for his/her current assignment.
2. Must have two (2) years of certified law enforcement experience without a break in service.
3. Must have been consistently employed by the Holly Springs Police Department as a certified police officer for at least one (1) year.
4. Must have successfully completed the 40-hour Field Training Officer course.
5. Have a satisfactory or higher rating in each category on the last annual performance evaluation.
6. And have no adverse action taken against him/her in the past eighteen (18) months.

Sergeant:

1. Employee applying for promotion must have successfully completed all probationary periods for his/her current assignment.
2. Must have five (5) years of certified law enforcement experience without a break in service.
3. Must have been consistently employed by the Holly Springs Police Department as a Corporal for at least one (1) year.
4. Have a satisfactory or higher rating in each category on the last annual performance evaluation.
5. And have no adverse action taken against him/her in the past eighteen (18) months.

Lieutenant:

1. Employee applying for promotion must have successfully completed all probationary periods for his/her current assignment.
2. Must have eight (8) years of certified law enforcement experience without a break in service.

3. Must have been consistently employed by the Holly Springs Police Department as a Sergeant for at least one (1) year.
4. Have a satisfactory or higher rating in each category on the last annual performance evaluation.
5. And have no adverse action taken against him/her in the past eighteen (18) months.

The position of Captain and above shall be considered Command Staff positions. These positions will be filled by appointment by the Chief of Police.

D. PROMOTIONAL PROCESS

1. Written Test: Written tests may be essay, multiple-choice, true or false, fill-in the blank, or any combination of the above. These written tests may be designed by the Chief of Police, included as part of an assessment center, or may be purchased from a commercial source. In order to advance to the next phase of the promotional process, a passing score of **70%** must be achieved.
2. Oral Interview Board: A panel comprised of one (1) agency member and two (2) members of other, outside law enforcement agencies of equal or greater rank to the position applied for will conduct oral interviews, equating to three (3) voting members. The purpose of the oral interview is to elicit verbal answers to questions and problems that would be asked of a supervisor in the performance of his/her duties. The questions and appropriate responses will either be drawn up or presented to the panel prior to the interview to ensure uniformity in the grading of candidates. All candidates will be asked the same questions.
3. Records Evaluation: A review of the candidate's personnel file will be conducted. In addition, that employee's pending evaluation file will also be reviewed. Oral reprimands and written reprimands will result in a deduction of points. Oral reprimands will result in a deduction of three (3) points while written reprimands deduct five (5) points. This review will be limited to the previous eighteen (18) months.
4. Longevity: Longevity will be based on active years of service as a certified law enforcement officer. One (1) point will be awarded for every year of unbroken police service with a maximum of fifteen (15) points.
5. Supervisory Experience: Supervisory experience will be based on unbroken supervisory experience as a certified law enforcement officer. Supervisory experience shall not include supervisory experience in unrelated service such as jail experience. One (1) point will be awarded for every year of unbroken law enforcement supervisory experience with a maximum of fifteen (15) points.
6. Education: Points will be awarded for education as well. An applicant with an associate degree will receive two (2) points. A bachelor's degree will be awarded four (4) points and a master's degree will receive six (6) points. Educational points may not exceed six (6) points. For example, an applicant with an associate degree and a bachelor's degree will only earn four (4) points. One with a bachelor's degree and a master's degree will only receive six (6) points.
7. Training: Points will also be awarded based on training certifications. An intermediate certification will earn an applicant three (3) points and an advanced certification will earn an additional three (3) points. Maximum points earned will be six (6) points.

E. ASSESSMENT CENTERS

An assessment center may be used for promotions. If an assessment center is to be used, it must be announced in the initial announcement letter. This assessment center may be from an

external source recognized for expertise in the field, such as the International Association of Chiefs of Police (IACP), the Georgia Association of Chiefs of Police (GACP), Georgia State University, or private individuals who are proficient in assessment testing. The assessment center may also be designed and implemented using local resources.

Whenever an assessment center is used for promotion, the following standards will be used as criteria:

1. Measures dimensions, attributes, characteristics, qualities, skills, abilities, or knowledge specified in a written job task analysis;
2. Uses multiple assessors who are thoroughly trained prior to participating in a center;
3. Uses techniques designed to provide information, which is used in evaluating the dimensions, attributes, or qualities previously determined;
4. Uses multiple assessment techniques, one of which is a simulation;
5. Uses simulation exercises that have been pre-tested prior to use to ensure that the techniques provide reliable, objective, and relevant information and that the exercises are job-related;
6. Bases judgments resulting in an outcome on pooled information from assessors and techniques;
7. Announces the dimensions to be evaluated in a written directive;
8. Uses a form or forms to record and document the observations of assessors at each stage of the process; and
9. Provides participants, upon request, with written rationale and information concerning the dimensions, ratings, and recommendations of the center.

F. **SELECTION**

The Chief of Police, or his/her designee, will publish a list of candidates that ~~who~~ are eligible for promotion. Successful completion of the entire promotional process is necessary to be considered for promotion. Eligibility lists will be valid for twelve (12) months from completion of the promotional process. After twelve (12) months, or after the list has been exhausted, the list will expire. Candidates not selected for promotion will be permitted to participate in future promotional processes, as long as he/she meets the requirements to be eligible.

Eligibility lists will be ranked in numerical order, but the Chief of Police is not required to make promotions based on rankings. The Chief of Police may choose any candidate in the top three (3) of the eligibility list. Once a promotion is made, the next ranking candidate shall move into the top three (3) of the eligibility list, of which ~~and~~ may be considered for the next promotion. Being in the top three (3) ranked positions on the eligibility list does not guarantee that he/she will be promoted. The Chief of Police has complete discretion after review of the process, the individual's personnel file, and collaboration with that employee's chain-of-command. Areas of consideration for the Chief of Police to make a promotional decision are:

1. Most recent employee evaluation;

2. Current performance of duties;
3. Any documented information regarding complaints, internal affairs investigations, and/or disciplinary actions;
4. Employee's work history;
5. Employee's training record;
6. Employee's experience as reflected in assignment history within the organization; and
7. Recommendation from employee's supervisors through his/her entire chain-of-command.

The Chief of Police will provide written documentation justifying his/her selection for promotion. The written documentation will be included in the promotional process file.

The final results will be posted by the applicants' last four digits of their social security number in numerical order.

G. PROBATIONARY STATUS

Also referred to as a work-test, all employees promoted in rank will function in their new rank status for a probationary period of twelve (12) months, may be extended up to an additional ninety (90) days if recommended by the Chief of Police. This period is used by the Chief of Police, and that employee's chain-of-command, to closely observe the employee's work, for securing the most effective adjustment of an employee in a new position, and for rejecting and/or separating from city service any employee whose performance does not meet the required standards. Unsatisfactory performance should be noted and addressed as early as possible for the employee to improve their performance. For newly promoted employees that do not have satisfactory performance, they may be returned to their former rank, or if that rank is eliminated, to the next available position that the employee is capable of handling.

H. INELIGIBILITY

Employees ~~that~~ who receive discipline in the previous 12 months where adverse action is taken will be grounds for disqualification. Additionally, employees ~~that~~ who receive formal discipline where adverse action is taken during the promotional process or during his/her period of eligibility shall be ineligible for promotion. That employee's name shall be removed from the eligibility list. An employee ~~that~~ who fails to complete any portion of the promotional process will also be disqualified from the process. As always, employees have a duty to be prompt and punctual. If an employee arrives late for the written examination or any portion of his/her promotional process, he/she will be disqualified from the process (extenuating circumstances will be taken into consideration). Lastly, an employee caught cheating on any portion of the promotional process shall be disqualified from the process and will face additional consequences, up to and including termination.

A person ~~that~~ who declines a promotional offer may remain on the eligibility list, unless such employee wishes to be removed.

I. EXCEPTIONS

Minimum qualifications for eligibility to participate in the promotional process may be lowered at the discretion of the Chief of Police based on applicant pool and the needs of the Holly Springs Police Department.

J. REVIEW PROCESS

Employees are permitted to review and appeal adverse decisions concerning their eligibility for appointment to promotional vacancies. Procedures for the review of adverse decisions are as follows:

1. All candidates are permitted to review the questions and answer key to the written examination. Any questions or comments by the candidate must be made in writing and shall be answered by the Chief of Police or his designee.
2. All candidates are permitted to review the written results of scored elements of the selection process of any of their own work product. They shall not be permitted to examine the papers of tests or other candidates. Examination and review must take place within one week after notification of results during regular office hours under the supervision of the Chief of Police or his designee.

K. LATERAL ENTRY PROMOTIONS

Lateral entry is not permitted unless deemed necessary by the Chief of Police. The Chief of Police shall have sole discretion in determining eligibility for promotion/lateral entry based on the needs of the Agency and the skill set needed to perform the tasks of the lateral entry position.

L. PROMOTIONAL PROCESS MATERIAL

All material used in the promotional process shall be maintained with the Administrative Services Division Commander. The promotional process material shall be stored in a locking file cabinet, file drawer, storage room, or other such secured setting with restricted access to ensure the security and integrity of the promotional material remains intact. Promotional material shall include, but not limited to, the following:

1. Promotion announcement
2. Promotion criteria
3. Promotional written examinations and answer keys
4. Candidate's promotional process file

Once the promotion process is completed and selection for promotion has been made by the Chief of Police, all promotion material shall be transferred to the City of Holly Springs Human Resources Department for retention in the employees permanent personnel file.

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

1. Job Title: Police Sergeant

2. Department: Police

**Division: Administration,
Criminal Investigations &
Uniform Patrol**

3. FLSA Classification: Non-exempt

Pay Grade: 18

B. INTRODUCTORY STATEMENT

This position is responsible for supervising an assigned shift of law enforcement personnel.

C. ESSENTIAL JOB FUNCTIONS

1. Plans and directs shift operations; reviews work in progress; supervises shift personnel.
2. Briefs shift on special assignments and answers questions regarding regular shift operations.
3. Inspects personnel before each shift for personal appearance and equipment readiness.
4. Inspects and maintains assigned patrol car, uniforms and equipment.
5. Monitors patrol activity; responds to major, routine, and emergency calls for service; provides field assistance to officers; makes decision to call specialized personnel to major crime scenes as necessary.
6. Patrols the city to provide community policing services, including inspecting vacant buildings and homes, assisting lost or stranded motorists, and investigating animal complaints.
7. Apprehends, arrests and processes offenders and fugitives.
8. Reviews reports from officers for accuracy and thoroughness; compiles information for administrative reports from activity reports.
9. Prepares case reports describing actions taken and results obtained; prepares activity reports.
10. Investigative sergeant reviews criminal cases for solvability factors and either investigates the criminal case or assigns to investigators for further investigation.

11. Investigative sergeant responds to crime scenes for processing, and assists investigators as needed in crime scene processing.
12. Investigative sergeant maintains records and statistical data regarding cases assigned to the Criminal Investigations Division.
13. Investigative sergeant maintains daily supervision of investigators, along with periodic case reviews, and briefs the divisional commander as needed.
14. Administrative sergeant provides daily supervision in areas such as Code Enforcement, Evidence, GCIC, Probation, and other administrative functions.
15. Administrative sergeant maintains records in accordance with state certification guidelines.
16. Serves criminal and court-related paperwork.
17. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of local ordinances and relevant state and federal laws.
2. Knowledge of the criminal justice system.
3. Knowledge of law enforcement principles and practices.
4. Knowledge of crime scene processing and evidence collection methods.
5. Knowledge of evidence collection, retention and disposal requirements.
6. Skill in the use of computers and job-related software programs.
7. Skill in operating police vehicles, firearms, and emergency equipment.
8. Skill in operating cameras and video cameras.
9. Skill in operating radios and communications equipment.
10. Skill in operating radar equipment.
11. Skill in restraining persons without causing physical harm.
12. Skill in planning, organizing, analyzing, decision making, and problem solving.
13. Skill in the use of firearms and other standard and specialized equipment.
14. Skill in public relations.
15. Skill in interpersonal relations.
16. Skill in oral and written communication.

2. Responsibility

- a. This position has direct supervision over assigned personnel.

3. Personal Work Relationships

- a. Contacts are typically with department personnel, other city employees, court personnel, attorneys, representatives of other law enforcement agencies, victims,

witnesses, suspects, business owners, and members of the general public.

- b. Contacts are typically to give or exchange information, resolve problems, provide services, and motivate persons.

4. Physical Effort and Work Environment

- a. The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, bending, crouching or stooping. The employee frequently lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- b. The work is typically performed in an office and outdoors, occasionally in inclement weather. The employee may be exposed to dust, dirt, grease, machinery with moving parts, and contagious or infectious diseases. The work requires the use of specialized law enforcement equipment.

5. Guidelines

- a. Guidelines include department policies and procedures, federal and state laws, court rules, and city ordinances. These guidelines require judgment, selection, and interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of varied administrative, supervisory and law enforcement duties. The need to respond to unforeseen and dangerous situations contributes to the complexity of the position.
- b. The purpose of this position is to supervise and participate in uniform patrol operations. Successful performance contributes to the detection and deterrence of crime and to the protection of life and property.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- b. Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years' experience or service.
- c. Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.

- d. Ability to meet current requirements set forth by the Police Standards and Training Council for the State of Georgia.

8. Supervisory Controls

- a. The Police Lieutenant assigns work in terms of very general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Sergeant with the City of Holly Springs.

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

1. Job Title: Police Corporal

2. Department: Police

**Division: Administration,
Criminal Investigations &
Uniform Patrol**

3. FLSA Classification: Non-Exempt

Pay Grade: 14

B. INTRODUCTORY STATEMENT

This is an entry-level supervisory position, which normally reports to a Sergeant. Corporals will be responsible for the performance of law enforcement, administrative, and communications activities carried out during a shift. This will include supervision of personnel assigned to the shift or unit. Additionally, a Corporal position may be utilized as a specialty rating which may include, but not limited to, Training or Code Enforcement. The position of Corporal will carry the authority of a rated officer. The duties of Corporal will be effective in the absence of the Sergeant or when assigned by Command Staff personnel.

C. APPOINTMENT

~~The appointing authority for the rank of Corporal will be the Chief of Police. A written announcement of the open position(s) will be provided to eligible personnel. The selection process may vary and may consist of elements such as interviews, review of prior performance evaluations, experience, and education or training. Time with the department or total time in law enforcement may also be considered. The Chief of Police shall conduct an oral interview with the candidate prior to the appointment.~~

C. ESSENTIAL JOB FUNCTIONS

1. Directs and instructs subordinates and makes on the spot decisions relating to criminal and accident investigations.
2. Interprets ordinances and laws for subordinates and the general public.
3. Responds to calls to investigate accidents, thefts, burglaries, homicides, assaults, etc.
4. Makes determinations as to whether further investigation is needed.
5. Assigns patrols to specific areas in the City in the absence of his/her Sergeant.
6. Reviews the reports of subordinates to assure that all relevant information is included and the reports are properly completed.

7. Communicates directives to subordinates and keeps supervisors informed on specific incidents.
8. Maintains records and documents shift or unit activities and performance.
9. Ensures that subordinates are prepared for duty. This will include personnel inspection, equipment inspection, and vehicle inspections on a random basis.
10. Confers with Sergeants to evaluate issues and make sound decisions.
11. Conducts routine patrol activities.
12. Participates as needed in preparation of case prosecution, testifying in both criminal and civil courts.
13. Supervises the work of patrol personnel assigned to specialized areas of responsibility within the Police Department.
14. Coordinates organization, staffing, and operational activities for an assigned area of responsibility within the Police Department.
15. Participates in the development and implementation of goals, objectives, policies, and priorities in designated areas of responsibility.
16. Coordinates various educational or community programs.
17. Addresses complaints or concerns from the public regarding issues and takes appropriate measures to ensure an expedient resolution.
18. Assumes immediate command of police activities in emergency situations, including responding to major crime and accident scenes.
19. Oversees and conducts field investigations, interviews, and interrogations, including personally handling any highly complex, sensitive, and/or high-profile investigations.
20. Oversees the use and care of equipment.
21. Reviews the work of departmental personnel to ensure compliance with departmental policies and procedures.
22. Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
23. Performs other related duties as required by the Chief of Police.

E. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of city ordinances, traffic laws, and state and federal criminal laws.
2. Knowledge of city and departmental policies, judicial and court procedures.
3. Extensive knowledge of firearms, radio equipment, emergency driving techniques, physical restraint techniques and use of force.
4. Knowledge of criminal and accident investigation.
5. Ability to learn the streets and geographic area of the city.
6. Knowledge of bonding procedures.
7. Skill in problem analysis and resolution.
8. Skill in verbal and written communications to include writing and reviewing reports.
9. Skill in conflict management and resolution.
10. Skill in interpersonal management which includes listening, speaking and use of non-verbal behavior.
11. Skill in the operation of a personal computer and using MS Word.
12. Skill in evaluating the performance of subordinates.
13. Ability to effectively supervise an assigned unit.
14. Ability to recognize and evaluate hazards.
15. Ability to remain calm in stressful situations.

2. Responsibility

- a. The Corporal may issue general instructions and review work daily for adherence to instructions and conformance to policy. This position requires considerable discretion and judgment in making decisions due to the variety of work situations. Administrative and field decisions relating to assignments and supervisory matters are made independently according to standard operating procedures. Deviating from

standard operating procedures and controversial matters are usually discussed with the Command Staff prior to any action. Any error in decision making or work issues will be addressed immediately through supervisory review and corrected as quickly as possible.

3. Physical Effort and Work Environment

- a. A Corporal will work primarily outside patrolling the streets in a car, or on foot in all weather conditions. A Corporal will spend a small part of work time in an office or courtroom environment to complete reports or provide testimony. Work involves recurring exposure to potentially dangerous situations involving law offenders and the possible use of firearms, which could result in injury, or possible loss of life. This position may require physical exertion necessary to overtake and subdue a suspect. Stress may occur when required to work unscheduled hours due to staffing shortages or when handling dangerous situations or dealing with the public in violent or emergency situations.

4. Contacts

- a. A Corporal will work with law enforcement personnel on an assigned shift, other public safety and emergency medical service employees, the general public, dispatchers, court personnel, other agencies, and law offenders to protect property and lives through enforcement of laws and regulations. Many contacts are non-routine and require negotiation and persuasion between upset and irate individuals.

5. Guidelines

- a. Guidelines include state and federal laws, traffic laws, city ordinances, court rulings, constitutional guidelines, training manuals, and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related law enforcement duties. The varied nature of calls and the potential for emergencies contribute to the complexity of the work.
- b. The purpose of this position is to protect life and property and enforce federal, state, and local laws. Successful performance contributes to the detection and deterrence of crime and to the protection of life and property.

7. Minimum Qualifications

- a. Must have successfully completed the department's training requirements for police officer to qualify for promotion.

- b. Must have at least (one) 1 year of continuous service with the Holly Springs Police Department as a certified police officer ~~and of a minimum of two (2) three (3) years of service as a certified police officer. with another Georgia law enforcement agency.~~
- c. Must maintain Georgia Peace Officer Standards Training Certification (POST).
- d. Must have thorough knowledge of applicable federal, state and city laws.
- e. Must possess a valid Class C Georgia Driver's License and a satisfactory driving history that meets all city and department standards.
- f. Must have successfully completed the 40 hour Field Training Officer Program Certification.
- g. A minimum ranking of Satisfactory ~~in each rating category~~ on the ~~two (2)~~ most recent performance evaluations.
- h. No disciplinary action equal to or greater than a suspension within the last twelve (12) months.

8. Supervisory Controls

- a. Work is assigned in terms of general instructions. Work is reviewed for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

F. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Police Corporal with the City of Holly Springs.

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date

City of Holly Springs
City Council Work Session Meeting Minutes
July 8, 2021

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

Elected Officials Absent: Mayor Steven W. Miller

Staff Present: Laura Rollins from the City Attorney's Office, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, Information Technology Manager/Facilities Manager Ron Carter, Corporal Naveed Babar, and Officer Dustin Miller.

Mayor Pro Tem Zenchuk called the Work Session to order.

Mayor Pro Tem Zenchuk led the Pledge of Allegiance. He asked that in lieu of an invocation, that everyone join him in a moment of silence to honor the memory and sacrifice of Officer Joseph William Burson. He also asked that everyone continue to keep the Burson family in their prayers.

Public Comments

City residents Theresa and Rory Herman addressed Council in regards to sound, light, and air pollution from Cobb Industrial Inc.

No action taken.

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

Meeting adjourned.

City of Holly Springs
City Council Special Called Meeting Minutes
May 3, 2021

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

Elected Officials Absent: Mayor Steven W. Miller

Staff Present: Laura Rollins from the City Attorney's Office, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, Information Technology Manager/Facilities Manager Ron Carter, Corporal Naveed Babar, and Officer Dustin Miller.

Mayor Pro Tem Zenchuk called the Special Called Meeting to order.

Councilman Whitaker made a motion to move Items 13-25 to the Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Consent Agenda

1. May 3, 2021 Council Work Session and Special Called Meeting Minutes and authorize the Mayor Pro Tem to execute the document
2. May 17, 2021 Council Work Session and Business Meeting Minutes and authorize the Mayor Pro Tem to execute the document
3. A resolution appointing Nancy Moon and Jacob Hughes to the Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan (CTP) and authorize the Mayor Pro Tem to execute the document
4. A resolution appointing Eric Rein to the Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan (CTP) and authorize the Mayor Pro Tem to execute the document
5. A resolution appointing Alex Gray to the Holly Springs Tree Commission and authorize the Mayor Pro Tem to execute the document
6. Amending the Georgia Municipal Employees Benefits System (GMEBS) Defined Benefit Plan and authorize the Mayor Pro Tem to execute the document
7. Restating the Health Reimbursement Arrangement (HRA) Plan Document and Summary of Benefits and Coverage and authorize the Mayor Pro Tem to execute the document
8. Amending the Anthem BCBS plan to change the termination of coverage to the end of the month and authorize the City Clerk/Human Resources Director to execute the related documents

9. A Trademark Sublicense Agreement between the Georgia Department of Community Affairs and the City of Holly Springs, Georgia and authorize and ratify the Economic Development Director/Assistant City's Clerk's execution of the agreement
10. A Direct Check Agreement among A1 Contracting, LLC, Rinker Materials Concrete Pipe Division, and the City of Holly Springs, Georgia and authorize the Mayor Pro Tem to execute the agreement
11. A Business Management Agreement between Apple Inc. and the City of Holly Springs, Georgia and authorize the Facilities Manager/IT Manager to execute the agreement
12. Release of The Reserve at Harmony on the Lakes-Phase 2 Maintenance Bond No. 637687, The Reserve at Harmony on the Lakes-Phase 3C Units 1 and 2 Maintenance Bond No. 0740514, and Avery Landing Performance Bond No. K13509487
13. A resolution to accept and authorize certain streets in The Reserve at Harmony on the Lakes Phase 2 and Phase 3C, Units 1 and 2, to become publicly maintained streets
14. A resolution to close the Special Purpose Local Option Sales Tax (SPLOST) IV Grant Revenue account at South State Bank
15. A resolution establishing an American Rescue Plan (ARP) Act of 2021 Fund
16. An ordinance amending the 2021 budget
17. A resolution to open the City of Holly Springs American Rescue Plan (ARP) Act of 2021 Checking account at South State Bank
18. Proposal for a change order from East Coast Grading, Inc. in an amount not to exceed \$1,800 and authorize and ratify the signature of the City Manager
19. Maintenance proposal #21390 for Pond B-2 maintenance from Twin Oaks Landscape Group, Inc. in an amount not to exceed \$1,400 and authorize the Mayor Pro Tem to execute the document
20. Terminating the Compensation Agreement for services related to workers compensation with Arthur J. Gallagher Risk Management Services, Inc. and authorize the City Clerk/Human Resources Director to execute all related documents
21. Terminating the Compensation Agreement for services related to property and casualty with Arthur J. Gallagher Risk Management Services, Inc. and authorize the City Clerk/Human Resources Director to execute all related documents
22. A resolution calling for a Special Election to be held in conjunction with the Cherokee County Special Election to be held on November 2, 2021 and authorize the Mayor Pro Tem to execute the document

Councilwoman Phillips made a motion to approve the Consent Agenda for July 8, 2021. Councilman Wilbur seconded the motion. Motion carried 4-0.

Councilman Whitaker made a motion to approve A-02-2021, annexation of 11.136 +/- acres located off of Highway 140, Cherokee County, GA, tax parcel 233 of tax plat 15N19 and authorize the Mayor Pro Tem to execute the document. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Councilman Whitaker made a motion to approve MA-03-2021, rezoning of 11.136 +/- acres located off of Highway 140, Holly Springs, GA, tax parcel 233 of tax plat 15N19, from R-40, Single Family Residential Estate (County), to NC, Neighborhood Commercial (City) and authorize the Mayor Pro Tem to execute the document. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Councilman Whitaker made a motion to approve CUP-03-2021, conditional use permit for a church for property located off of Highway 140, Holly Springs, GA, tax parcel 233 of tax plat 15N19 and authorize the Mayor Pro Tem to execute the document. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Councilman Whitaker made a motion to amend his motion for Items 11 and 12 to include approval with staff stipulations as described in Rezoning Ordinance MA-03-2021 and Conditional Use Permit 03-2021 respectively. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Councilwoman Phillips made a motion to adjourn. Councilman Wilbur 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 Work Session Meeting Minutes
July 19, 2021

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

Elected Officials Absent: Mayor Steven W. Miller and Councilwoman Dee Phillips.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Lieutenant Greg Clyburn, Community Development Director Nancy Moon, Information Technology Manager/Facilities Manager Ron Carter, and Officer Marshall Helms.

Mayor Pro Tem Zenchuk called the Work Session to order.

Councilman Wilbur made a motion to enter into Executive Session for the purposes of Personnel and Real Estate. Councilman Whitaker seconded the motion. Motion carried 3-0.

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

Councilman Whitaker made a motion to amend the Business Meeting agenda to include the presentation of the Yard of the Month. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to adjourn. Councilman Wilbur seconded the motion. Motion carried 3-0.

Meeting adjourned.

City of Holly Springs
City Council Business Meeting Minutes
July 19, 2021

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

Elected Officials Absent: Mayor Steven W. Miller and Councilwoman Dee Phillips.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Lieutenant Greg Clyburn, Community Development Director Nancy Moon, Information Technology Manager/Facilities Manager Ron Carter, and Officer Marshall Helms.

Mayor Pro Tem Zenchuk called the Business Meeting to order.

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

Councilman Whitaker made a motion to move Items 5-9 to the Consent Agenda. Councilman Wilbur seconded the motion. Motion carried 3-0.

Consent Agenda

1. June 7, 2021 Council Work Session and Special Called Meeting Minutes
2. An Articulation Agreement between Reinhardt University and the City of Holly Springs, Georgia and authorize the Police Chief to execute the agreement
3. An Intergovernmental Funding Agreement for the Cherokee Office of Economic Development between the Development Authority of Cherokee County and the City of Holly Springs, Georgia and authorize the Mayor Pro Tem to execute the agreement
4. The Captain job description
5. The Land Development Manager/GIS Technician job description
6. The Information Technology Technician job description
7. A resolution to amend the adopted salary scale and authorize the Mayor Pro Tem to execute the resolution

Councilman Whitaker made a motion to approve the July 19, 2021 Consent Agenda. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 3-0.

Councilman Wilbur made a motion to approve awarding the Mixed-Use Sitework and Infrastructure Project, RFB #2021-02, to Vertical Earth in an amount not to exceed \$6,645,848.92 and authorize the Mayor to execute the contract documents. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve Proposal No. 0259 from Alliance Engineering + Planning, LLC in an amount not to exceed \$112,300 and authorize the Mayor Pro Tem to execute the documents. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilman Wilbur made a motion to adjourn. Councilwoman Whitaker seconded the motion. Motion carried 3-0.

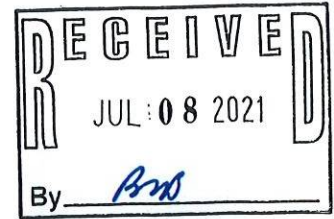
Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation
and

The City of Holly Springs

Name of Recipient

Policy Statement

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

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

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

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

Steven W. Miller

Name of Responsible Agency Official (Please Print)

Mayor

Title

July 7, 2021

Date

Title VI Program

Organization and Staffing

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

Assurances

49 CFR Part 21.7

The City of Holly Springs, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

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

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

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

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

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

The recipient shall:

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

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

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. ... Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

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

b) Accomplishment Report

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

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

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

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

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

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT
OF TRANSPORTATION**

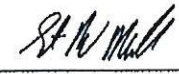

Signature

Commissioner

Title


Date

NAME OF RECIPIENT:


Signature

Mayor

Title

July 7, 2021

Date

Appendix A

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

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

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

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

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



FINANCIAL HIGHLIGHTS
July 31, 2021



Budget Summary
58% of year lapsed

	Audited		Unaudited	
	2020 Year End		2021 Year to	% Annual
	Actual	2021 Budget	Date	Budget
REVENUES BY FUND				
General Fund	10,114,372	9,500,000	3,731,842	39.28%
Operating Grant Fund	118,915	125,000	62,935	50.35%
Parks & Recreation Fund	453,161	386,000	269,713	69.87%
Hotel/Motel Tax Fund	3,579	5,000	2,787	55.74%
Urban Redevelopment Agency	5,784,104	4,000,000	414,956	10.37%
SPLOST III Fund	6,128	280,000	75	0.03%
SPLOST IV Fund	2,348	67,800	6	0.01%
SPLOST V Fund	2,425,417	6,750,480	1,610,989	23.86%
Town Center Fund	5,923,464	4,167,692	514,973	12.36%
Debt Service Fund	51,932	1,102,952	373	0.03%
Stormwater Utility Fund	871,402	376,317	22,490	5.98%
Municipal Court Fund	-	-	783,333	100.00%
TOTAL REVENUES - ALL FUNDS	\$ 25,754,822	\$ 26,761,241	\$ 7,414,471	27.71%

EXPENDITURES/EXPENSES BY FUND				
General Fund	8,820,068	9,500,000	6,449,700	67.89%
Operating Grant Fund	118,907	125,000	92,392	73.91%
Parks & Recreation Fund	89,327	386,000	85,493	22.15%
Hotel/Motel Tax Fund	1,541	5,000	4,295	85.90%
Urban Redevelopment Agency	5,784,104	4,000,000	414,956	10.37%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,663,596	6,750,480	716,905	10.62%
Town Center Fund	6,235,613	4,167,692	470,230	11.28%
Debt Service Fund	279,985	1,102,952	744,533	67.50%
Stormwater Utility Fund	329,963	376,317	112,698	29.95%
Municipal Court Fund	-	-	714,860	100.00%
TOTAL EXPENDITURES/				
EXPENSES - ALL FUNDS	\$ 23,323,104	\$ 26,761,241	\$ 9,806,063	36.64%



**Comparison to Prior Year
58% of year lapsed**

	07/31/20 Actual	2020 Annual Budget	% of Annual Budget	07/31/21 Actual	2021 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	2,526,704	9,500,000	26.60%	3,731,842	9,500,000	39.28%
Operating Grant Fund	96,407	215,000	44.84%	62,935	125,000	50.35%
Parks & Recreation Fund	254,996	377,500	67.55%	269,713	386,000	69.87%
Hotel/Motel Tax Fund	1,627	3,000	54.23%	2,787	5,000	55.74%
Urban Redevelopment Agency	4,837,580	6,000,000	80.63%	414,956	4,000,000	10.37%
SPLOST III Fund	6,019	274,650	2.19%	75	280,000	0.03%
SPLOST IV Fund	26	70,000	0.04%	6	67,800	0.01%
SPLOST V Fund	1,351,476	8,814,505	0.00%	1,610,989	6,750,480	23.86%
Town Center Fund	4,776,784	6,551,600	72.91%	514,973	4,167,692	12.36%
Debt Service Fund	1,217	516,319	0.24%	373	1,102,952	0.03%
Stormwater Utility Fund	14,494	350,000	4.14%	22,490	376,317	5.98%
Municipal Court Fund	-	-	100.00%	783,333	-	100.00%
TOTAL REVENUES - ALL FUNDS	\$ 13,867,330	\$ 32,672,574	22.69%	\$ 7,414,471	\$ 26,761,241	27.71%
EXPENDITURES/EXPENSES BY FUND						
General Fund	5,952,969	9,500,000	62.66%	6,449,700	9,500,000	67.89%
Operating Grant Fund	76,636	215,000	35.64%	92,392	125,000	73.91%
Parks & Recreation Fund	52,056	377,500	13.79%	85,493	386,000	22.15%
Hotel/Motel Tax Fund	540	3,000	18.00%	4,295	5,000	85.90%
Urban Redevelopment Agency	4,837,580	6,000,000	80.63%	414,956	4,000,000	10.37%
SPLOST III Fund	-	274,650	0.00%	-	280,000	0.00%
SPLOST IV Fund	-	70,000	0.00%	-	67,800	0.00%
SPLOST V Fund	673,365	8,814,505	0.00%	716,905	6,750,480	10.62%
Town Center Fund	5,123,955	6,551,600	78.21%	470,230	4,167,692	11.28%
Debt Service Fund	261,924	516,319	50.73%	744,533	1,102,952	67.50%
Stormwater Utility Fund	105,444	350,000	30.13%	112,698	376,317	29.95%
Municipal Court Fund	-	-	100.00%	714,860	-	100.00%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 17,084,470	\$ 32,672,574	30.01%	\$ 9,806,063	\$ 26,761,241	36.64%

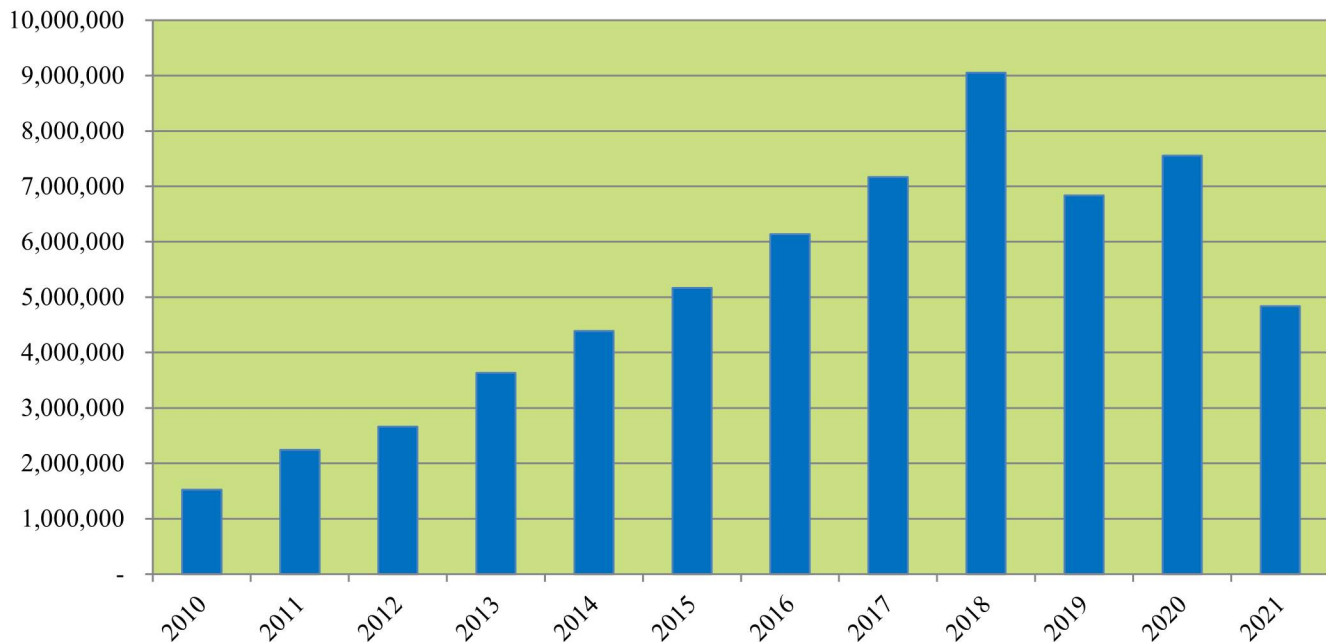


**Changes in Fund Balance/Net Position
As of July 31, 2021**

	Audited			Unaudited	
Fund	Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Balance as of 07/31/2021	Net Increase/ (Decrease)
General Fund	7,557,635	3,731,842	6,449,700	4,839,776	(2,717,859)
Operating Grant Fund	37,134	62,935	92,392	7,677	(29,457)
Parks & Recreation Fund	513,325	269,713	85,493	697,545	184,220
Hotel/ Motel Tax Fund	8,880	2,787	4,295	7,372	(1,508)
Urban Redevelopment Agency	-	414,956	414,956	-	-
SPLOST III Fund	280,106	75	-	280,181	75
SPLOST IV Fund	69,064	6	-	69,070	6
SPLOST V Fund	(2,296,654)	1,610,989	716,905	(1,402,570)	894,084
Town Center Fund	(144,757)	514,973	470,230	(100,013)	44,744
Debt Service Fund	1,592,641	373	744,533	848,481	(744,160)
Stormwater Utility Fund	4,696,706	22,490	112,698	4,606,497	(90,209)
Municipal Court Fund	-	783,333	714,860	68,472	68,472
	\$ 12,314,080	\$ 7,414,471	\$ 9,806,063	\$ 9,922,488	\$ (2,391,592)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

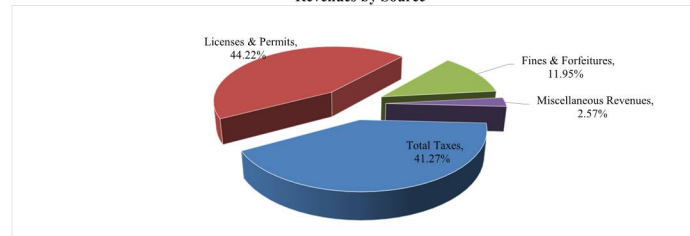




Budget Comparison Report - General Fund
58% of year lapsed

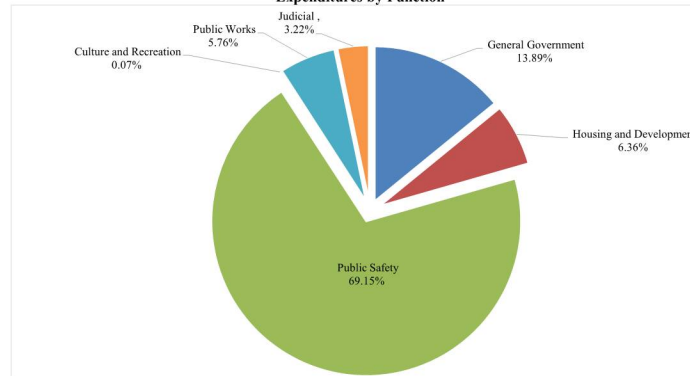
REVENUES	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Property Taxes	3,659	4,800,000	255,347	5.32%
Motor Vehicle Taxes	1,717	90,000	57,272	63.64%
Motor Vehicle Title Ad Valorem Tax	73,397	385,000	392,909	102.05%
Mobile Home Tax	-	150	166	110.45%
Recording Intangible Taxes	10,403	150,000	69,672	46.45%
Penalties & Interest	619	12,000	4,397	36.65%
Fifa Fees	75	2,000	1,350	67.49%
Franchise Tax	-	465,000	478,702	102.95%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,624	15,000	9,134	60.90%
Business & Occupation Tax	1,274	135,000	63,781	47.24%
Financial Institutions Tax	-	3,500	1,516	43.31%
Insurance Premium Tax	-	750,000	-	0.00%
Total Taxes	103,575	7,317,400	1,540,218	21.05%
Licenses & Permits	626,512	1,197,600	1,650,034	137.78%
Fines & Forfeitures	57,424	765,050	445,810	58.27%
Miscellaneous Revenues	8,808	134,700	73,025	54.21%
Interest Income	417	40,000	6,124	15.31%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	-	25,000	16,610	66.44%
Donation from Private Sources	-	20,000	20	0.10%
TOTAL GENERAL FUND REVENUES	\$ 796,736	\$ 9,500,000	\$ 3,731,842	39.28%

Revenues by Source



EXPENDITURES	July 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
General Government	86,393	1,512,574	895,678	59.22%
Housing and Development	60,588	759,112	410,088	54.02%
Public Safety	271,361	6,192,975	4,459,749	72.01%
Culture and Recreation	-	29,500	4,419	14.98%
Public Works	54,836	634,740	371,790	58.57%
Judicial	29,870	371,099	207,977	56.04%
TOTAL GENERAL FUND EXPENDITURES	\$ 503,048	\$ 9,500,000	\$ 6,449,700	67.89%

Expenditures by Function





Budget Comparison Report - All Funds
58% of year lapsed

	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	10,114,372	9,500,000	3,731,842	39.28%
Expenditures:	8,820,068	9,500,000	6,449,700	67.89%
Excess Revenues over (under) Expenditures	1,294,304	-	(2,717,859)	
<u>OPERATING GRANT FUND</u>				
Revenues:	118,915	125,000	62,935	50.35%
Expenditures:	118,907	125,000	92,392	73.91%
Excess Revenues over (under) Expenditures	8	-	(29,457)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	453,161	386,000	269,713	69.87%
Expenditures:	89,327	386,000	85,493	22.15%
Excess Revenues over (under) Expenditures	363,834	-	184,220	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	3,579	5,000	2,787	55.74%
Expenditures:	1,541	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	2,038	-	(1,508)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	5,784,104	4,000,000	414,956	10.37%
Expenditures:	5,784,104	4,000,000	414,956	10.37%
Excess Revenues over (under) Expenditures	-	-	-	
<u>SPLOST III FUND</u>				
Revenues:	6,128	280,000	75	0.03%
Expenditures:	-	280,000	-	0.00%
Excess Revenues over (under) Expenditures	6,128	-	75	
<u>SPLOST IV FUND</u>				
Revenues:	2,348	67,800	6	0.01%
Expenditures:	-	67,800	-	0.00%
Excess Revenues over (under) Expenditures	2,348	-	6	
<u>SPLOST V FUND</u>				
Revenues:	2,425,417	6,750,480	1,610,989	23.86%
Expenditures:	1,663,596	6,750,480	716,905	10.62%
Excess Revenues over (under) Expenditures	761,821	-	894,084	
<u>TOWN CENTER FUND</u>				
Revenues:	5,923,464	4,167,692	514,973	12.36%
Expenditures:	6,235,613	4,167,692	470,230	11.28%
Excess Revenues over (under) Expenditures	(312,149)	-	44,744	
<u>DEBT SERVICE FUND</u>				
Revenues:	51,932	1,102,952	373	0.03%
Expenditures:	279,985	1,102,952	744,533	67.50%
Excess Revenues over (under) Expenditures	(228,053)	-	(744,160)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	871,402	376,317	22,490	5.98%
Expenses:	329,963	376,317	112,698	29.95%
Excess Revenues over (under) Expenses	541,439	-	(90,209)	
<u>MUNICIPAL COURT FUND</u>				
Revenues:	-	-	783,333	100.00%
Expenses:	-	-	714,860	100.00%
Excess Revenues over (under) Expenses	-	-	68,472	



Investments
As of July 31, 2021

Ameris Bank

Downtown Development Authority - CD .75% 36,462

Subtotal Ameris Bank	\$	36,462
-----------------------------	-----------	---------------

Goldman Sachs Autocallable GS Momentum Builder		261,641
Certificate of Deposit - CD .75% Maturity Date - 08/21/2021		301,000
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021		250,000
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022		500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022		500,000
Certificate of Deposit - CD .20% Maturity Date - 12/12/2021		250,000
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022		250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022		75,000

Subtotal South State Investment Services	\$	2,387,641
---	-----------	------------------

Total Investments	\$	2,424,102
--------------------------	-----------	------------------



Cash
As of July 31, 2021

Ameris Bank

Downtown Development Authority - Checking	78,792
---	--------

Subtotal Ameris Bank	\$ 78,792
-----------------------------	------------------

South State Bank

General Fund	5,735,296
Main Street Board	63,523
Parks & Recreation Fund	662,550
Hotel Motel Tax Fund	7,051
Money Market Account	1,459,968
Municipal Court Fund	157,024
Operating Grant Fund	2,762
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST III	280,181
SPLOST IV	69,070
SPLOST V	191,667
Town Center Fund	49,987
Debt Service Fund	848,482
Stormwater Utility Fund	33,294
Tree Replacement Fund	8,249

Subtotal South State Bank	\$ 9,576,593
----------------------------------	---------------------

South State Investment Services

Budget Stabilization Cash Account	90
-----------------------------------	----

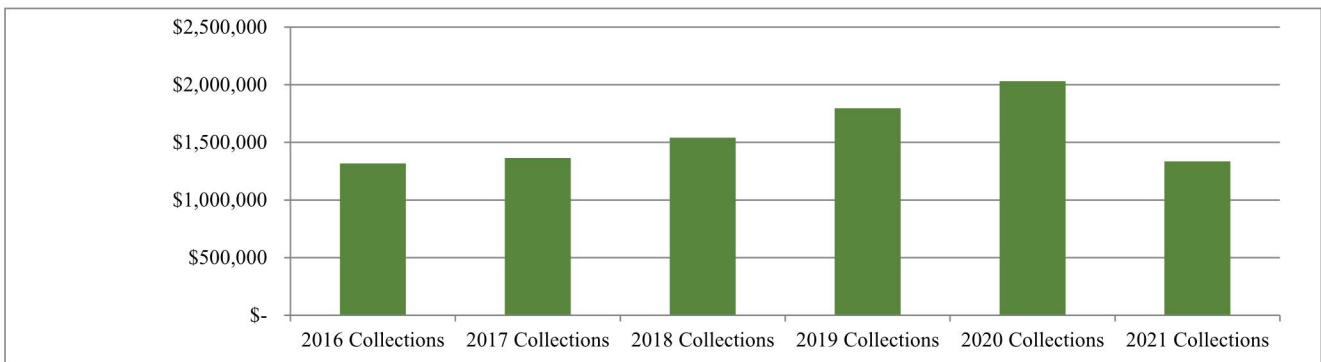
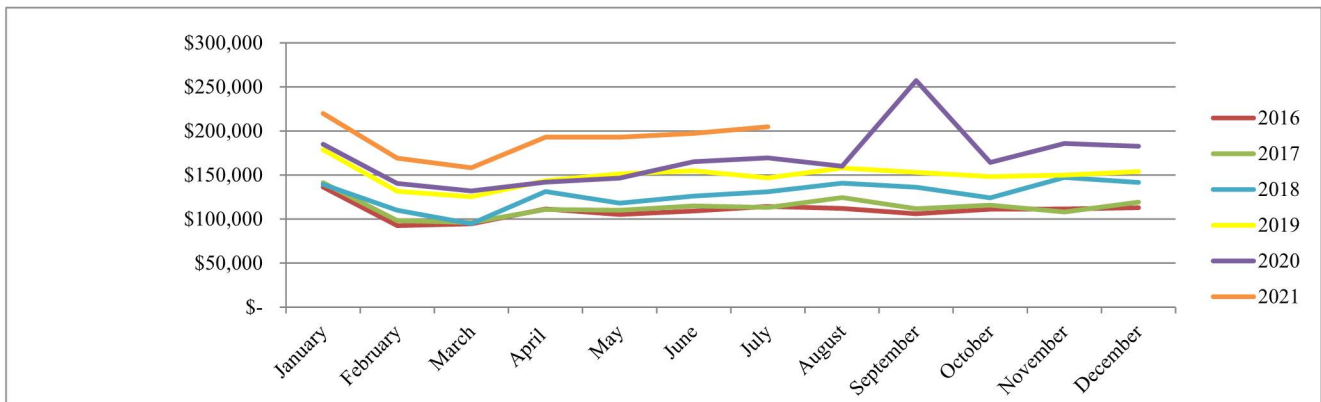
Subtotal South State Investment Services	\$ 90
---	--------------

Total Cash	\$ 9,655,475
-------------------	---------------------



Special Purpose Local Option Sales Tax Collections
As of July 31, 2021

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	18.91%
February	92,605	98,189	109,987	131,700	140,587	169,237	20.38%
March	94,455	96,130	94,765	125,375	131,947	158,258	19.94%
April	111,527	111,048	131,392	143,535	141,914	193,138	36.09%
May	105,169	110,063	117,981	151,269	146,483	193,137	31.85%
June	109,300	114,965	126,193	154,922	165,255	197,249	19.36%
July	114,305	113,172	131,005	146,946	169,488	204,832	20.85%
August	112,004	124,429	140,651	158,066	160,110		
September	106,169	111,901	136,184	153,139	257,264		
October	111,138	115,857	124,067	148,285	164,463		
November	111,396	108,048	147,256	149,921	185,812		
December	112,996	119,270	141,583	153,903	182,579		
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 1,335,778	





**Downtown Development Authority
As of July 31, 2021**

Revenues	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,650	-	0.00%
Interest Revenue	-	350	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	290	58.00%
Training	-	250	450	180.00%
General Supplies & Materials	-	-	69	100.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 809	16.17%



GENERAL FUND REVENUE DETAIL
As of July 31, 2021

	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	3,659	4,800,000	255,347	5.32%
Real Property Tax - Public Utility	-	60,000	1,094	1.82%
Personal Property Tax	16	160,000	14,200	8.87%
Motor Vehicle Tax	1,717	90,000	57,272	63.64%
Motor Vehicle Title Ad Valorem Tax	73,397	385,000	392,909	102.05%
Apportioned Vehicles (AAVT)	-	2,500	3,195	127.78%
Mobile Home Tax	-	150	166	110.45%
Intangible Tax	10,403	150,000	69,672	46.45%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,624	15,000	9,134	60.90%
Franchise Tax - Electric	-	465,000	478,702	102.95%
Franchise Tax - Gas	-	55,000	45,090	81.98%
Franchise Tax - Cable	10,780	225,000	139,393	61.95%
Franchise Tax - Telephone	12	6,500	3,000	46.15%
Business & Occupational Tax	1,274	135,000	63,781	47.24%
Insurance Premium Tax	-	750,000	-	0.00%
Financial Institutions Tax	-	3,500	1,516	43.31%
Penalties & Interest	619	12,000	4,397	36.65%
FiFa Fees	75	2,000	1,350	67.49%
Total Taxes	103,575	7,317,400	1,540,218	21.05%
Alcoholic Beverage Licenses	-	75,000	2,500	3.33%
Alcohol Pouring Permit	280	2,500	2,715	108.60%
Zoning and Land Use Permits	-	12,500	4,188	33.50%
Planning and Development Fees	1,182	7,500	10,794	143.91%
Sign Permit Fees	10	3,000	1,214	40.47%
Special Event Permits	200	250	200	80.00%
Vacant Lot Registration	-	50	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	200	1,000	2,985	298.50%
Building Permit Revenue	395,295	850,000	1,130,096	132.95%
Certificate of Occupancy Fees	27,000	150,000	176,000	117.33%
Building Permit - Reinspection Fees	3,150	20,000	14,375	71.88%
Building Permit-Sub Fee	9,970	50,000	62,832	125.66%
Occupational Tax Late Fees	43	750	1,335	178.05%
Plan Review Fees	189,183	25,000	240,801	963.21%
Total Licenses and Permits	626,512	1,197,600	1,650,034	137.78%
Municipal Court Fines	54,029	750,000	422,401	56.32%
Forfeitures	-	500	-	0.00%
Court Costs	395	7,500	7,909	105.45%
Drug Testing Fees	-	500	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	3,000	1,000	15,500	1550.00%
Other Forfeitures	-	500	-	0.00%
Total Fines and Forfeitures	57,424	765,050	445,810	58.27%
Grant Revenue	-	1,000	4,541	454.06%
Probation Fees	2,010	25,000	13,495	53.98%
Printing and Duplicating Service Fees	-	250	76	30.25%
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	220	2,500	1,350	54.00%
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	70	1,000	510	51.00%
Bad Check Fees	-	100	100	100.00%
Miscellaneous Revenue	1,173	13,850	4,364	31.51%
Rents and Royalties	5,335	55,000	30,090	54.71%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	8,808	134,700	73,025	54.21%
Interest Revenue	531	40,000	6,124	15.31%
Unrealized Gain or Loss on Investments	(115)	-	-	100.00%
Total Investment Income	417	40,000	6,124	15.31%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	-	25,000	16,610	66.44%
Donations from Private Sources	-	20,000	20	0.10%
Total Other Financing Sources	-	45,250	16,630	36.75%
TOTAL GENERAL FUND REVENUES	\$ 796,736	\$ 9,500,000	\$ 3,731,842	39.28%

2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		2024-2025		2025-2026		2026-2027		2027-2028		2028-2029		2029-2030		2030-2031		2031-2032		2032-2033		2033-2034		2034-2035		2035-2036		2036-2037		2037-2038		2038-2039		2039-2040		2040-2041		2041-2042		2042-2043		2043-2044		2044-2045		2045-2046		2046-2047		2047-2048		2048-2049		2049-2050		2050-2051		2051-2052		2052-2053		2053-2054		2054-2055		2055-2056		2056-2057		2057-2058		2058-2059		2059-2060		2060-2061		2061-2062		2062-2063		2063-2064		2064-2065		2065-2066		2066-2067		2067-2068		2068-2069		2069-2070		2070-2071		2071-2072		2072-2073		2073-2074		2074-2075		2075-2076		2076-2077		2077-2078		2078-2079		2079-2080		2080-2081		2081-2082		2082-2083		2083-2084		2084-2085		2085-2086		2086-2087		2087-2088		2088-2089		2089-2090		2090-2091		2091-2092		2092-2093		2093-2094		2094-2095		2095-2096		2096-2097		2097-2098		2098-2099		2099-2100		2100-2101		2101-2102		2102-2103		2103-2104		2104-2105		2105-2106		2106-2107		2107-2108		2108-2109		2109-2110		2110-2111		2111-2112		2112-2113		2113-2114		2114-2115		2115-2116		2116-2117		2117-2118		2118-2119		2119-2120		2120-2121		2121-2122		2122-2123		2123-2124		2124-2125		2125-2126		2126-2127		2127-2128		2128-2129		2129-2130		2130-2131		2131-2132		2132-2133		2133-2134		2134-2135		2135-2136		2136-2137		2137-2138		2138-2139		2139-2140		2140-2141		2141-2142		2142-2143		2143-2144		2144-2145		2145-2146		2146-2147		2147-2148		2148-2149		2149-2150		2150-2151		2151-2152		2152-2153		2153-2154		2154-2155		2155-2156		2156-2157		2157-2158		2158-2159		2159-2160		2160-2161		2161-2162		2162-2163		2163-2164		2164-2165		2165-2166		2166-2167		2167-2168		2168-2169		2169-2170		2170-2171		2171-2172		2172-2173		2173-2174		2174-2175		2175-2176		2176-2177		2177-2178		2178-2179		2179-2180		2180-2181		2181-2182		2182-2183		2183-2184		2184-2185		2185-2186		2186-2187		2187-2188		2188-2189		2189-2190		2190-2191		2191-2192		2192-2193		2193-2194		2194-2195		2195-2196		2196-2197		2197-2198		2198-2199		2199-2200		2200-2201		2201-2202		2202-2203		2203-2204		2204-2205		2205-2206		2206-2207		2207-2208		2208-2209		2209-2210		2210-2211		2211-2212		2212-2213		2213-2214		2214-2215		2215-2216		2216-2217		2217-2218		2218-2219		2219-2220		2220-2221		2221-2222		2222-2223		2223-2224		2224-2225		2225-2226		2226-2227		2227-2228		2228-2229		2229-2230		2230-2231		2231-2232		2232-2233		2233-2234		2234-2235		2235-2236		2236-2237		2237-2238		2238-2239		2239-2240		2240-2241		2241-2242		2242-2243		2243-2244		2244-2245		2245-2246		2246-2247		2247-2248		2248-2249		2249-2250		2250-2251		2251-2252		2252-2253		2253-2254		2254-2255		2255-2256		2256-2257		2257-2258		2258-2259		2259-2260		2260-2261		2261-2262		2262-2263		2263-2264		2264-2265		2265-2266		2266-2267		2267-2268		2268-2269		2269-2270		2270-2271		2271-2272		2272-2273		2273-2274		2274-2275		2275-2276		2276-2277		2277-2278		2278-2279		2279-2280		2280-2281		2281-2282		2282-2283		2283-2284		2284-2285		2285-2286		2286-2287		2287-2288		2288-2289		2289-2290		2290-2291		2291-2292		2292-2293		2293-2294		2294-2295		2295-2296		2296-2297		2297-2298		2298-2299		2299-2300		2300-2301		2301-2302		2302-2303		2303-2304		2304-2305		2305-2306		2306-2307		2307-2308		2308-2309		2309-2310		2310-2311		2311-2312		2312-2313		2313-2314		2314-2315		2315-2316		2316-2317		2317-2318		2318-2319		2319-2320		2320-2321		2321-2322		2322-2323		2323-2324		2324-2325		2325-2326		2326-2327		2327-2328		2328-2329		2329-2330		2330-2331		2331-2332		2332-2333		2333-2334		2334-2335		2335-2336		2336-2337		2337-2338		2338-2339		2339-2340		2340-2341		2341-2342		2342-2343		2343-2344		2344-2345		2345-2346		2346-2347		2347-2348		2348-2349		2349-2350		2350-2351		2351-2352		2352-2353		2353-2354		2354-2355		2355-2356		2356-2357		2357-2358		2358-2359		2359-2360		2360-2361		2361-2362		2362-2363		2363-2364		2364-2365		2365-2366		2366-2367		2367-2368		2368-2369		2369-2370		2370-2371		2371-2372		2372-2373		2373-2374		2374-2375		2375-2376		2376-2377		2377-2378		2378-2379		2379-2380		2380-2381		2381-2382		2382-2383		2383-2384		2384-2385		2385-2386		2386-2387		2387-2388		2388-2389		2389-2390		2390-2391		2391-2392		2392-2393		2393-2394		2394-2395		2395-2396		2396-2397		2397-2398		2398-2399		2399-2400		2400-2401		2401-2402		2402-2403		2403-2404		2404-2405		2405-2406		2406-2407		2407-2408		2408-2409		2409-2410		2410-2411		2411-2412		2412-2413		2413-2414		2414-2415		2415-2416		2416-2417		2417-2418		2418-2419		2419-2420		2420-2421		2421-2422		2422-2423		2423-2424		2424-2425		2425-2426		2426-2427		2427-2428		2428-2429		2429-2430		2430-2431		2431-2432		2432-2433		2433-2434		2434-2435		2435-2436		2436-2437		2437-2438		2438-2439		2439-2440		2440-2441		2441-2442		2442-2443		2443-2444		2444-2445		2445-2446		2446-2447		2447-2448		2448-2449		2449-2450		2450-2451		2451-2452		2452-2453		2453-2454		2454-2455		2455-2456		2456-2457		2457-2458		2458-2459		2459-2460		2460-2461		2461-2462		2462-2463		2463-2464		2464-2465		2465-2466		2466-2467		2467-2468		2468-2469		2469-2470		2470-2471		2471-2472		2472-2473		2473-2474		2474-2475		2475-2476		2476-2477		2477-2478		2478-2479		2479-2480		2480-2481		2481-2482		2482-2483		2483-2484		2484-2485		2485-2486		2486-2487		2487-2488		2488-2489		2489-2490		2490-2491		2491-2492		2492-2493		2493-2494		2494-2495		2495-2496		2496-2497		2497-2498		2498-2499		2499-2500		2500-2501		2501-2502		2502-2503		2503-2504		2504-2505		2505-2506		2506-2507		2507-2508		2508-2509		2509-2510		2510-2511		2511-2512		2512-2513		2513-2514		2514-2515		2515-2516		2516-2517		2517-2518		2518-2519		2519-2520		2520-2521		2521-2522		2522-2523		2523-2524		2524-2525		2525-2526		2526-2527		2527-2528		2528-2529		2529-2530		2530-2531		2531-2532		2532-2533		2533-2534		2534-2535		2535-2536		2536-2537		2537-2538		2538-2539		2539-2540		2540-2541		2541-2542		2542-2543		2543-2544		2544-2545		2545-2546		2546-2547		2547-2548		2548-2549		2549-2550		2550-2551		2551-2552		2552-2553		2553-2554		2554-2555		2555-2556		2556-2557		2557-2558		2558-2559		2559-2560		2560-2561		2561-2562		2562-2563		2563-2564		2564-2565		2565-2566		2566-2567		2567-2568		2568-2569		2569-2570		2570-2571		2571-2572		2572-2573		2573-2574		2574-2575		2575-2576		2576-2577		2577-2578		2578-2579		2579-2580		2580-2581		2581-2582		2582-2583		2583-2584		2584-2585		2585-2586		2586-2587		2587-2588		2588-2589		2589-2590		2590-2591		2591-2592		2592-2593		2593-2594		2594-2595		2595-2596		2596-2597		2597-2598		2598-2599		2599-2600		2600-2601		2601-2602		2602-2603		2603-2604		2604-2605		2605-2606		2606-2607		2607-2608		2608-2609		2609-2610		2610-2611		2611-2612		2612-2613		2613-2614		2614-2615		2615-2616		2616-2617		2617-2618		2618-2619		2619-2620		2620-2621		2621-2622		2622-2623		2623-2624		2624-2625		2625-2626		2626-2627		2627-2628		2628-2629		2629-2630		2630-2631		2631-2632		2632-2633		2633-2634		2634-2635		2635-2636		2636-2637		2637-2638		2638-2639		2639-2640		2640-2641		2641-2642		2642-2643		2643-2644		2644-2645		2645-2646		2646-2647		2647-2648		2648-2649		2649-2650		2650-2651		2651-2652		2652-2653		2653-2654		2654-2655		2655-2656		2656-2657		2657-2658		2658-2659		2659-2660		2660-2661		2661-2662		2662-2663		2663-2664		2664-2665		2665-2666		2666-2667		2667-2668		2668-2669		2669-2670		2670-2671		2671-2672		2672-2673		2673-2674		2674-2675		2675-2676		2676-2677		2677-2678		2678-2679		2679-2680		2680-2681		2681-2682		2682-2683		2683-2684		2684-2685		2685-2686		2686-2687		2687-2688		2688-2689		2689-2690		2690-2691		2691-2692		2692-2693		2693-2694		2694-2695		2695-2696		2696-2697		2697-2698		2698-2699		2699-2700		2700-2701		2701-2702		2702-2703		2703-2704		2704-2705		2705-2706		2706-2707		2707-2708		2708-2709		2709-2710		2710-2711		2711-2712		2712-2713		2713-2714		2714-2715		2715-2716		2716-2717		2717-2718		2718-2719		2719-2720		2720-2721		2721-2722		2722-2723		2723-2724		2724-2725		2725-2726		2726-2727		2727-2728		2728-2729		2729-2730		2730-2731		2731-2732		2732-2733		2733-2734		2734-2735		2735-2736		2736-2737		2737-2738		2738-2739		2739-2740		2740-2741		2741-2742		2742-2743		2743-2744		2744-2745	
-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--	-----------	--



**Operating Grant Fund
As of July 31, 2021**

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	17,529	124,990	62,932	50.35%
Interest Revenue	-	10	3	28.40%
TOTAL REVENUES	\$ 17,529	\$ 125,000	\$ 62,935	50.35%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	14,998	125,000	92,392	73.91%
TOTAL EXPENDITURES	\$ 14,998	\$ 125,000	\$ 92,392	73.91%



Parks & Recreation Fund
As of July 31, 2021

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	23,224	245,000	160,537	65.53%
Alcoholic Bev Excise Tax Distilled Spirit	9,513	85,500	63,490	74.26%
Local Option Mixed Drink Tax	4,905	45,000	34,053	75.67%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	-	100	119	119.00%
Rents and Royalties	2,505	10,000	11,514	115.14%
Prior Year Fund Balance	-	250	0	0.00%
TOTAL REVENUES	\$ 40,148	\$ 386,000	\$ 269,713	69.87%
EXPENDITURES:				
Disposal - Garbage Depot	51	750	308	41.11%
Pest Control - Depot	(225)	750	400	53.33%
Repairs & Maintenance - Depot	-	20,000	6,141	30.70%
Communications	5	2,000	1,045	52.26%
General Supplies - Depot	90	500	1,132	226.39%
Water/Sewer - Depot	10	500	67	13.47%
Natural Gas - Depot	115	2,000	1,002	50.09%
Electricity - Depot	308	5,000	1,131	22.62%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	51	750	308	41.11%
Lawn Care	549	9,000	3,601	40.01%
Pest Control - Parks	315	750	315	42.00%
Repairs & Maintenance - Parks	134	32,000	30,884	96.51%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	-	500	367	73.40%
Contract Labor	-	50,000	23,650	47.30%
General Supplies and Materials - Parks	183	1,000	240	23.98%
Water/Sewer - Parks	458	6,000	2,949	49.16%
Electricity - Parks	221	1,500	1,472	98.15%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	50,000	10,480	20.96%
TOTAL EXPENDITURES	\$ 2,265	\$ 386,000	\$ 85,493	22.15%



**Hotel/Motel Tax Fund
As of July 31, 2021**

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	523	4,995	2,786	55.78%
Interest Revenue	-	5	1	11.20%
TOTAL REVENUES	\$ 523	\$ 5,000	\$ 2,787	55.74%
EXPENDITURES:				
Advertising/Promotions	-	5,000	4,295	85.90%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 4,295	85.90%



**Urban Redevelopment Agency
As of July 31, 2021**

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Proceeds from General Long-term E	996	4,000,000	414,956	10.37%
TOTAL REVENUES	\$ 996	\$ 4,000,000	\$ 414,956	10.37%
EXPENDITURES:				
Transfer to Town Center Fund	996	4,000,000	414,956	10.37%
TOTAL EXPENDITURES	\$ 996	\$ 4,000,000	\$ 414,956	10.37%



SPLOST III Fund
As of July 31, 2021

	July 2021		YTD		% of Annual
REVENUES:	Transactions	2021 Budget	Transactions		Budget
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	273,936	-		0.00%
Interest Revenue	-	100	75		74.52%
TOTAL REVENUES	\$ -	\$ 280,000	\$ 75		0.03%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	280,000	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 280,000	\$ -		0.00%



SPLOST IV Fund
As of July 31, 2021

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Special Assessments	-	1,050	-	0.00%
Interest Revenue	-	45	6	13.60%
Prior Year Fund Balance	-	66,705	-	0.00%
TOTAL REVENUES	\$ -	\$ 67,800	\$ 6	0.01%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	67,800	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 67,800	\$ -	0.00%



**SPLOST V Fund
As of July 31, 2021**

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	204,832	1,800,000	1,335,778	74.21%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,250,000	188,124	15.05%
Assessments - Roads	2,000	58,000	17,000	29.31%
Interest Revenue	-	450	87	19.24%
Prior Year Fund Balance	-	-	10,000	100.00%
Proceeds from SRTA Loan	-	3,500,000	60,000	1.71%
TOTAL REVENUES	\$ 206,832	\$ 6,750,480	\$ 1,610,989	23.86%
EXPENDITURES:				
Capital Outlay-Buildings	0	0	800	100.00%
Capital Outlay-Public Safety Equipment	-	214,192	69,098	32.26%
Capital Outlay-Police Cars	-	100,000	127,890	127.89%
Capital Outlay-LMIG	288,241	586,288	288,916	49.28%
Capital Outlay-Industrial Connector	27,000	-	27,000	100.00%
Capital Outlay-HS Pkwy Phase II	-	4,750,000	102,756	2.16%
Capital Outlay-HS Pkwy Phase III	-	-	3,647	100.00%
Capital Outlay-Equipment	18,996	-	18,996	100.00%
Issuance Costs	-	-	60,000	100.00%
Holly Street	-	-	16,650	100.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Palm Street Sidewalk	-	-	1,151	100.00%
TOTAL EXPENDITURES	\$ 334,237	\$ 6,750,480	\$ 716,905	10.62%



Town Center Fund
As of July 31, 2021

Revenues	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	-	300	17	5.77%
Prior Year Fund Balance	-	167,392	-	0.00%
Transfer from URA	996	4,000,000	514,956	12.87%
TOTAL REVENUES	\$ 996	\$ 4,167,692	\$ 514,973	12.36%
Expenditures				
Professional Services	-	167,692	3,230	1.93%
Capital Outlay - Site Improvements	30,776	4,000,000	457,948	11.45%
Capital Outlay - Buildings	-	-	8,000	100.00%
Capital Outlay - TCP Road Network	-	-	1,051	100.00%
TOTAL EXPENDITURES	\$ 30,776	\$ 4,167,692	\$ 470,230	11.28%



Debt Service Fund
As of July 31, 2021

Revenues	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest	-	2,000	373	18.67%
Prior Year Fund Balance	-	1,100,952	-	0.00%
TOTAL REVENUES	\$ -	\$ 1,102,952	\$ 373	0.03%
Expenditures				
Debt Service - Bond Principal HSPRA	-	318,481	314,798	98.84%
Debt Service - Bond Interest HSPRA	-	40,254	43,937	109.15%
Debt Service - Bond Principal URA	-	555,556	277,778	50.00%
Debt Service - Bond Interest URA	-	188,661	108,020	57.26%
TOTAL EXPENDITURES	\$ -	\$ 1,102,952	\$ 744,533	67.50%



Stormwater Utility Fund
As of July 31, 2021

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	788	375,667	22,431	5.97%
Interest Revenue	-	650	59	9.00%
TOTAL REVENUES	\$ 788	\$ 376,317	\$ 22,490	5.98%
EXPENSES:				
Salaries & Wages	4,067	48,804	28,469	58.33%
Employee Benefits - Medical Insurance	714	8,572	4,998	58.31%
Employee Benefits - Dental Insurance	31	368	217	58.97%
Employee Benefits - Disability	33	398	231	58.04%
Employee Benefits - ADD Life	12	147	84	57.14%
FICA	252	3,026	1,764	58.29%
Medicare	59	708	413	58.33%
Employee Benefits - Retirement	433	5,195	3,031	58.34%
Unemployment	2	27	14	51.85%
Workers Comp Insurance	237	2,838	1,659	58.46%
Professional Services	-	2,500	35	1.40%
Technical Services - Regional SW	-	2,500	-	0.00%
Technical Services - Pollution	-	1,500	-	0.00%
Technical Services - Watershed	-	500	-	0.00%
Professional Services - Engineer	6,579	120,000	45,414	37.84%
Repairs & Maintenance	630	95,561	3,134	3.28%
Repairs & Maintenance - Vehicles	-	-	775	100.00%
Rental of Equipment	150	10,500	1,060	10.10%
Communications	123	1,500	1,089	72.57%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	-	6,500	144	2.22%
Training	-	2,000	810	40.50%
Contract Labor	2,400	42,500	16,480	38.78%
Other Expenditures	-	-	55	100.00%
General Supplies & Materials	-	1,000	75	7.55%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	56	2,500	398	15.91%
Gasoline & Diesel	225	4,000	1,858	46.44%
Small Equipment	-	1,500	-	0.00%
Other Supplies	-	1,000	493	49.25%
Contingency	-	3,760	-	0.00%
Capital Lease Interest	-	6,063	-	0.00%
TOTAL EXPENSES	\$ 16,003	\$ 376,317	\$ 112,698	29.95%



**Municipal Court Fund
As of July 31, 2021**

REVENUES:	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Fines & Forfeitures	67,978	-	714,026	100.00%
Criminal & Civil Bonds	17,506	-	69,307	100.00%
TOTAL REVENUES	\$ 85,484	\$ -	\$ 783,333	100.00%
EXPENSES:				
Payment to Other Agencies	15,512	-	180,427	100.00%
Payment to Others Custodial	13,105	-	38,937	100.00%
Transfer to Other Funds - General Fund	54,424	-	495,497	100.00%
TOTAL EXPENSES	\$ 83,041	\$ -	\$ 714,860	100.00%



**Main Street Board
Budget To Actual Comparison Report
As of July 31, 2021**

Revenues	July 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	54,567	54,567	100.00%
Alcohol Beverage Licenses	-	25,000	2,500	10.00%
Alcohol Pouring Permits	280	5,000	2,715	54.30%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	25	5,000	25	0.50%
Rents and Royalties	-	5,000	5,000	100.00%
Interest Revenue	-	50	5	10.04%
TOTAL REVENUES	\$ 305	\$ 114,617	\$ 64,812	56.55%

Expenditures				
Salaries & Wages	3,951	52,189	29,695	56.90%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	9,926	59.38%
Employee Benefits- Dental	70	368	559	152.02%
Employee Benefits-Add Life	12	147	98	66.67%
Employee Benefits-Disability	50	598	399	66.72%
FICA	233	3,298	1,752	53.11%
Medicare	55	771	410	53.12%
Employee Benefits-Retirement	393	5,661	2,752	48.62%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	-	230	185	80.62%
Communications	42	600	267	44.50%
Travel	-	600	-	0.00%
Dues and Fees	499	1,000	1,303	130.34%
Education and Training	-	500	650	129.90%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	-	15,000	292	1.94%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 6,546	\$ 106,204	\$ 48,320	45.50%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of July 31, 2021**

Revenues	July 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	1,181.60	25,450	10,793.60	42.41%
Interest Revenue	-	50	0.07	0.14%
Donations from Private Source	-	-	20.00	100.00%
TOTAL REVENUES	\$ 1,181.60	\$ 25,500.00	\$ 10,813.67	42.41%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000	-	0.00%
Tree Maintenance	-	8,000	-	0.00%
Tree Removal	-	6,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	58.36	11.67%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	500	345.00	69.00%
Banners & Shirts	-	250	15.40	6.16%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 25,500.00	\$ 418.76	1.64%

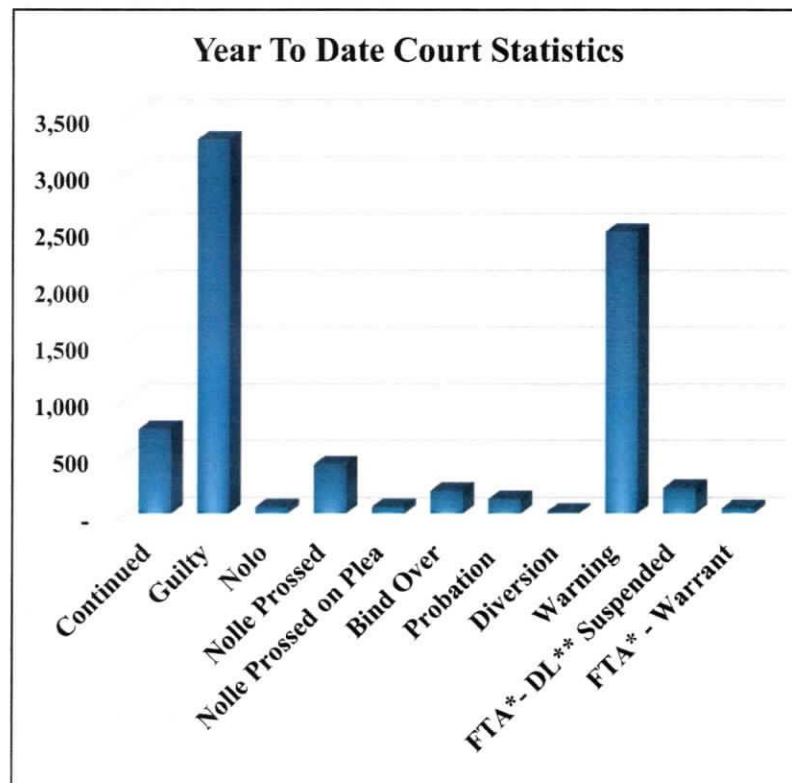


City of Holly Springs Court Statistics 2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	163	88	88	95	82	95	-	-	-	-	-	741
Guilty	585	512	517	509	461	413	292	-	-	-	-	-	3,289
Nolo	6	7	4	7	11	9	10	-	-	-	-	-	54
Nolle Prossed	37	61	62	71	67	82	49	-	-	-	-	-	429
Nolle Prossed on Plea	13	2	-	14	10	-	17	-	-	-	-	-	56
Bind Over	17	27	31	34	22	32	36	-	-	-	-	-	199
Probation	18	16	15	24	17	18	18	-	-	-	-	-	126
Diversion	5	5	-	-	1	2	1	-	-	-	-	-	14
Warning	82	400	575	487	288	315	332	-	-	-	-	-	2,479
FTA*- DL** Suspended	5	31	85	45	13	34	10	-	-	-	-	-	223
FTA* - Warrant	6	1	3	6	1	18	7	-	-	-	-	-	42
	904	1,225	1,380	1,285	986	1,005	867	-	-	-	-	-	7,652

* Failure to Appear

** Driver's License

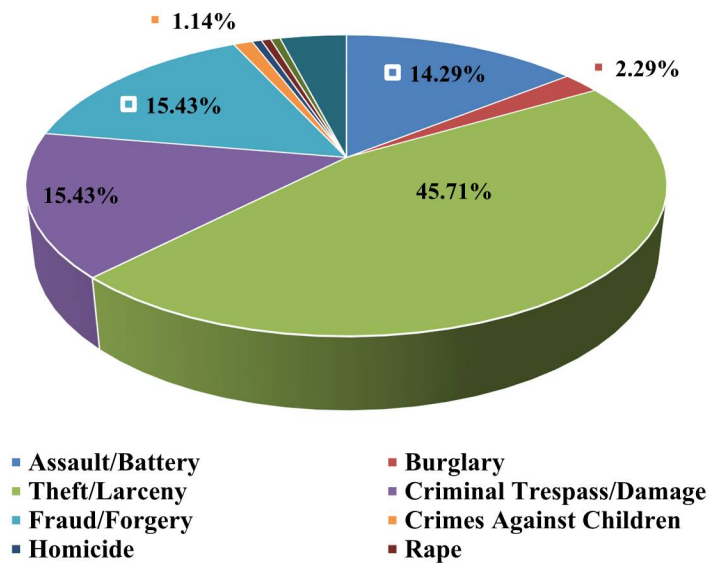




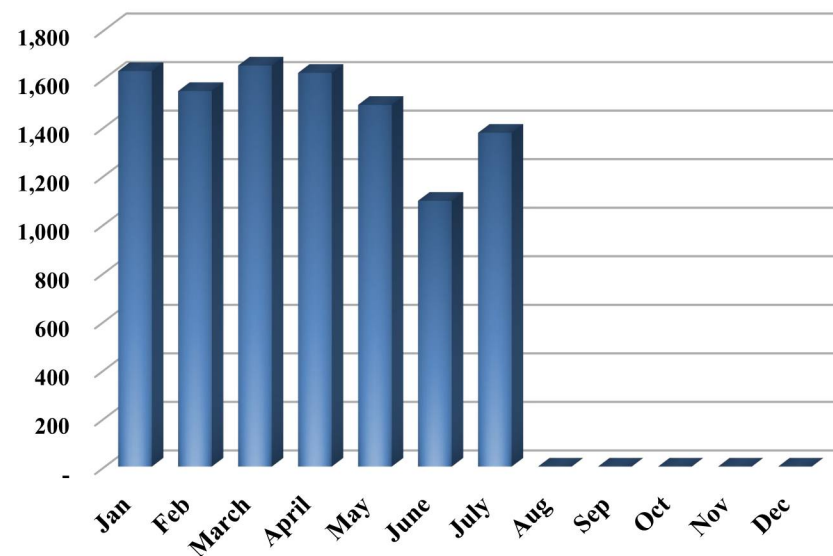
City of Holly Springs Police Statistics 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	5	7	6	2	1	2	2	-	-	-	-	-	25
Burglary	1	1	-	-	2	-	-	-	-	-	-	-	4
Theft/Larceny	10	5	9	11	10	19	16	-	-	-	-	-	80
Criminal Trespass/Damage	-	-	1	6	8	9	3	-	-	-	-	-	27
Fraud/Forgery	1	7	2	4	5	5	3	-	-	-	-	-	27
Crimes Against Children	1	-	-	-	-	-	1	-	-	-	-	-	2
Homicide	-	-	-	-	-	1	-	-	-	-	-	-	1
Rape	-	1	-	-	-	-	-	-	-	-	-	-	1
Robbery	-	-	-	-	-	1	-	-	-	-	-	-	1
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	2	1	-	-	1	1	2	-	-	-	-	-	7
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	20	22	18	23	27	38	27	-	-	-	-	-	175
Calls for Service	1,629	1,547	1,652	1,622	1,490	1,095	1,375	-	-	-	-	-	10,410

Year To Date Police Statistics



Year To Date Calls for Service





**City of Holly Springs
Monthly Operation Report
Executive Summary**

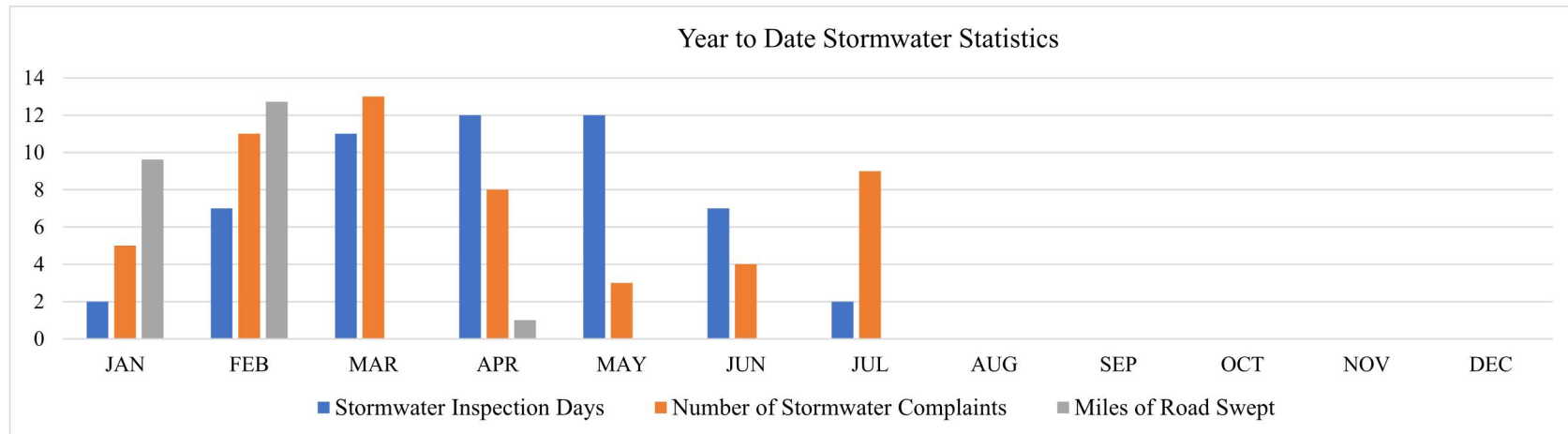
Description	Jul-21	
Pot Hole Repair	2	roads
Tree Service Work	1	row
ROW Mowing	34	row
Dead Animal Pick Up	0	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	0	signs
Traffic Signals	0	signs
Equipment Maintenance	7	equipment maintenance
Misc. Work Orders	11	misc
PARKS		
J.B. Owens	24	parks
Barrett Park	21	parks
J.C. Mullins	26	parks
Monthly Totals	126	

Street Sweeping Mileage 0



City of Holly Springs Stormwater Statistics 2021 Year to Date

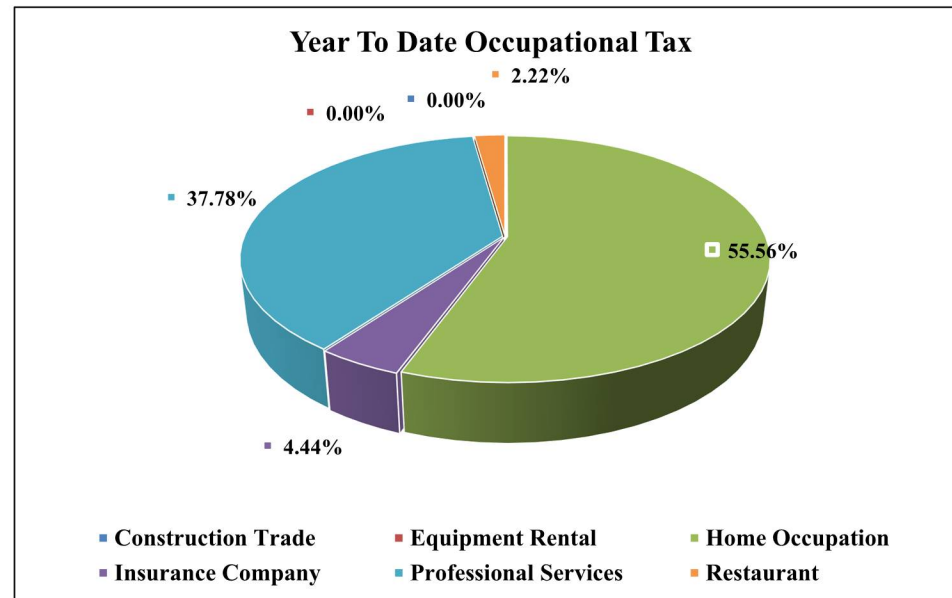
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	7	11	12	12	7	2						53
Number of Stormwater Complaints	5	11	13	8	3	4	9						53
Miles of Road Swept	9.62	12.72	0	1	0	0							23.34





City of Holly Springs Occupational Tax Summary 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	4	3	9	-	3	-	-	-	-	-	-	25	55.56%
Insurance Company	-	-	-	1	1	-	-	-	-	-	-	-	2	4.44%
Professional Services	5	2	3	5	1	-	1	-	-	-	-	-	17	37.78%
Restaurant	-	1	-	-	-	-	-	-	-	-	-	-	1	2.22%
	11	7	6	15	2	3	1	-	-	-	-	-	45	100.00%



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

August 16, 2021

Meeting Date: _____

	Name	Address	City Resident Y/N	Topic of Comment
1.	Roger McJannet	377 Penninsala Pt	Y	streets DDA DANE
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.



**AFFIDAVIT OF PRESIDING OFFICIAL(S) FOR A CLOSED PUBLIC
MEETING**

While in Regular Session, the motion was made to enter into an Executive Session to discuss certain matters in a closed session.

- (X) To discuss with council pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- (X) A meeting to discuss the purchase, disposal of, or lease of property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- () A meeting discussing the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).
- () Discussion in Executive Session of Records that are otherwise protected from disclosure under the Open Records Act as pursuant to O.C.G.A. Section 50-14-3-(b)(4).

 X The subject matter of the Executive Session of the Regular Session was devoted to matters within the exceptions provided by law.

 Because of events occurring during the closed session, I am unable to affirm the subject matter of the Executive Session of the Regular Session was devoted to only matters within the exceptions provided by law.



Steven W. Miller, Mayor
City of Holly Springs

Sworn to and subscribed before me this 16th day of August 2021.



Notary Public



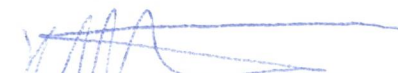
12/21/2023
Commission Expires

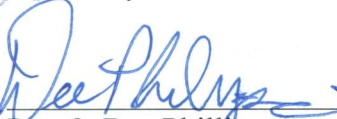
COUNCIL REPRESENTATION ATTENDING CLOSED SESSION

I attended the closed session described above and I acknowledge the Presiding Official has executed the affidavit in reliance upon my representation that I did not observe a violation of the Open Meetings Law and the Presiding Official may rely upon my representation that no illegal activities occurred with regard to this meeting.

So represented this 16th day of August 2021.

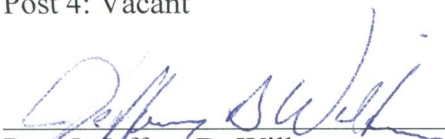
Signatures of members participating in the meeting:


Post 1: Kyle Whitaker


Post 2: Dee Phillips


Post 3: Michael Roy Zenchuk II

Post 4: Vacant


Post 5: Jeffrey D. Wilbur

