



City of Holly Springs

Date: Thursday, July 8, 2021

Location: 3235 Holly Springs Parkway

City Council Work Session 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. MOMENT OF SILENCE

Please join us in a moment of silence honoring the sacrifice and memory of Officer Joseph William Burson.

V. PUBLIC COMMENTS

VI. NEW BUSINESS

- A. Discuss a Direct Check Agreement among A1 Contracting, LLC, Rinker Materials Concrete Pipe Division, and the City of Holly Springs, Georgia
Presented By: Laura Rollins, Dyer & Rusbridge, PC, City Attorney
- B. Discuss an Articulation Agreement between Reinhardt University and the City of Holly Springs, Georgia
Presented By: Chief Tommy Keheley
- C. Discuss a Business Manager Agreement between Apple Inc. and the City of Holly Springs, Georgia
Presented By: Ron Carter, Facilities Manager/IT Manager

- D. Discuss the release of The Reserve at Harmony on the Lakes Maintenance Bonds & Acceptance of Roads and release of Avery Landing Performance Bond
Presented By: Nancy Moon, Community Development Director
- E. Discuss a resolution to close the Special Purpose Local Option Sales Tax (SPLOST) IV Grant Revenue account at South State Bank
Presented By: Denise Lamazares, Finance Director
- F. Discuss a resolution establishing an American Rescue Plan (ARP) Act of 2021 Fund
Presented By: Denise Lamazares, Finance Director
- G. Discuss an ordinance amending the 2021 budget
Presented By: Denise Lamazares, Finance Director
- H. Discuss a resolution to open the City of Holly Springs American Rescue Plan (ARP) Act of 2021 Checking account at South State Bank
Presented By: Denise Lamazares, Finance Director
- I. Discuss a Change Order from East Coast Grading, Inc.
Presented By: Robert H. Logan, City Manager
- J. Discuss Mixed-Use Sitework and Infrastructure Project (RFB #2021-02) bids
Presented By: Robert H. Logan, City Manager
- K. Discuss a proposal from Alliance Engineering + Planning, LLC
Presented By: Robert H. Logan, City Manager
- L. Discuss a maintenance proposal from Twin Oaks Landscape Group, Inc.
Presented By: Robert H. Logan, City Manager
- M. Discuss terminating the Compensation Agreement for services related to workers compensation with Arthur J. Gallagher Risk Management Services, Inc.
Presented By: Karen Norred, City Clerk/Human Resources Director
- N. Discuss terminating the Compensation Agreement for services related to property and casualty with Arthur J. Gallagher Risk Management Services, Inc.
Presented By: Karen Norred, City Clerk/Human Resources Director
- O. Discuss 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
Presented By: Karen Norred, City Clerk/Human Resources Director

VII. ADJOURNMENT

City Council Special Called Meeting
Agenda
Immediately following the Work Session

I. CALL TO ORDER

II. 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

III. UNFINISHED BUSINESS

10. Approve/deny 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

11. Approve/deny 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
12. Approve/deny 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

IV. NEW BUSINESS

13. Approve/deny 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
14. Approve/deny 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
15. Approve/deny the 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
16. Approve/deny 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
17. Approve/deny a resolution to close the Special Purpose Local Option Sales Tax (SPLOST) IV Grant Revenue account at South State Bank
18. Approve/deny a resolution establishing an American Rescue Plan (ARP) Act of 2021 Fund
19. Approve/deny an ordinance amending the 2021 budget
20. Approve/deny a resolution to open the City of Holly Springs American Rescue Plan (ARP) Act of 2021 Checking account at South State Bank
21. Approve/deny the 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

22. Approve/deny 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
23. Approve/deny 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
24. Approve/deny 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
25. Approve/deny 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

V. REPORTS

VI. ADJOURNMENT

EXECUTIVE SESSION

- Litigation

DIRECT CHECK AGREEMENT

THIS AGREEMENT is entered into on the ____ day of June, 2021 by and between City of Holly Springs, Georgia (“Owner”) A1 Contracting, LLC (“Contractor”) and Rinker Materials Concrete Pipe Division (“Supplier”) (hereinafter collectively referred to as “the Parties”).

WHEREAS, the Contractor has entered into a contract with Owner (“Contract”) to provide certain labor and materials in connection with the project known as City of Holly Springs Palm Street and Hickory Street Sidewalk and Drainage Improvements; Project Number: RFB #2020-01 (“Project”); and

WHEREAS, the Supplier provided certain materials to be supplied and/or incorporated into the Project; and

WHEREAS, the Contractor and Supplier have requested that Owner issue direct check to Supplier made payable to Supplier as provided for below; and

WHEREAS, the Owner has agreed that all pay items on the Project have been satisfactorily completed by the Contractor and accepted by the Owner; and

WHEREAS, Supplier claims it is owed no more than \$104,702.85 as a result of material it supplied to the Project; and

WHEREAS, Supplier hereby acknowledges and agrees that the total amount owed to the Supplier for materials it supplied to the Project is \$104,702.85; and

WHEREAS, Contractor does not dispute the above amount claimed to be owed to Supplier in the amount of \$104,702.85; and

WHEREAS, the Owner is prepared to release \$104,702.85 in withheld retainage for the Project; and

WHEREAS, the Owner, as an accommodation to the Contractor and Supplier, is willing to issue a direct check to the Supplier on the terms and conditions herein stated.

NOW, THEREFORE, for and in consideration of the mutual agreements set forth above and below and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that payments owed by Contractor to Supplier for work performed on the Project and materials furnished or installed on the Project shall be paid by a negotiable check drawn by Owner and made payable directly to Supplier in the amount of \$104,702.85. The check shall be mailed to [insert address here].
2. This Agreement shall not make the Owner a party to any other agreement between the Contractor and Supplier.
3. Upon execution of this Agreement, Rinker Materials Concrete Pipe Division will execute and return a Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment showing the principal amount owed to be \$104,702.85 to the Contractor and a copy to counsel for the Contractor's Surety, John Alves at the following address: 3325 Paddocks Parkway, Suite 355, Suwanee, GA 30024 and/or the following email address: jalves@thompsonlawatl.com. The Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment is attached as Exhibit A to this Agreement.
4. Within five business days of receipt of the above joint check and clearance of said funds, the Supplier will execute the Waiver and Release of Lien and Payment Bond Rights Upon Final Payment showing a \$0.00 balance owed and return the original executed to the Contractor and a copy to counsel for the Contractor's Surety, John Alves at the following address: 3325 Paddocks Parkway, Suite 355, Suwanee, GA 30024 and/or the following email address: jalves@thompsonlawatl.com. The Waiver and Release of Lien and Payment Bond Rights Upon Final Payment is attached as Exhibit B to this Agreement.
5. This Agreement is made by the Owner solely as an accommodation to Contractor and Supplier and shall in no way create a liability on the Owner's part for sums owed to Supplier. In no way is the Owner a guarantor of payment that Supplier may be due from the Subcontract on the Project.
6. This Agreement shall be governed in accordance with the laws of the State of Georgia. If any provision of this Agreement shall be invalid or unenforceable, the other provisions of this Agreement shall not be affected thereby.

7. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted by email shall have the same effect as the delivery of original signatures and shall be binding and enforceable against the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Direct Check Agreement.

OWNER:

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

By: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

A1 Contracting, LLC
138 Moose Loop Rd
Canton, GA 30114

By: _____

Print: _____

Title: _____

Date: _____

[Signature line continues on following Page]

DIRECT CHECK AGREEMENT BETWEEN CITY OF HOLLY SPRINGS, A1 CONTRACTING LLC, AND
RINKER MATERIALS CONCRETE PIPE DIVISION

SUPPLIER:

Rinker Materials Concrete Pipe Division
13100 NW 118th Ave
Miami, FL 33178

By: _____

Print: _____

Title: _____

Date: _____

REINHARDT UNIVERSITY



REINHARDT UNIVERSITY PUBLIC SAFETY INSTITUTE



HOLLY SPRINGS POLICE DEPARTMENT

Articulation Agreement
An Educational Pathway for Public Safety Professionals
Higher Education for Public Safety

I. Introduction

- a. This agreement formally recognizes that Reinhardt University (RU) and the Holly Springs Police Department (Holly Springs PD) are partners in providing educational opportunities for employees in good standing with the Holly Springs PD.
- b. Agreement to this partnership requires a commitment by both entities to work cooperatively to offer quality facilities and quality collegiate level academic programs on-site at the Holly Springs PD.
- c. This agreement is entered by both parties with full recognition that higher education is intrinsically valuable to the student who experiences it, extrinsically valuable to the agency that supports it, and a valuable public good.

II. Communication, Marketing, Promotion, & Recruitment

- a. RU and Holly Springs PD agree to cooperate in communicating with each other concerning this articulation agreement.
- b. Communications may include common publications and announcements concerning RU and Holly Springs PD affiliation. Announcements of this articulation agreement and its updates will have a coordinated release to the public from both agencies.
- c. Both parties will work collaboratively to disseminate information about programs, scholarships, and grants in this agreement with interested and qualified students at Holly Springs PD and the public.
- d. Annually, each party will provide the name and contact of the primary person, or persons, responsible for fulfilling this agreement.
- e. Annually, this agreement and its terms will be reviewed by both parties.
- f. Both agencies agree to provide appropriate advising and counseling to prospective students regarding the benefits of a college degree and the responsibilities associated with the costs of attendance.
- g. As part of the partnership, Holly Springs PD allows RU to regularly promote its educational programs to Holly Springs PD officials on days and times previously agreed upon by both parties.

III. Programs

- a. Admissions
 - i. Admission criteria for all programs listed below are available for review at Reinhardt University's website, www.reinhardt.edu.
- b. Associate of Science in Criminal Justice - Police Academy Option (PA)
 - i. Reinhardt University holds academy certification through the Georgia P.O.S.T. Council and is authorized to deliver the Basic Law Enforcement Training Course. The Police Academy Option allows degree seeking students to earn P.O.S.T. Basic Peace Officer Certification while satisfying 15 semester hours in criminal justice coursework toward an Associate of

Science in Criminal Justice. The option consists of four criminal justice courses offered over a single 20 week semester on evenings and weekends. Successful completion of training imbedded within these courses satisfies basic certification requirements. Upon successful completion, students may satisfy remaining ACJ degree requirements online.

- c. Associate and Bachelor of Science Criminal Justice (Online)
 - i. The Associate of Criminal Justice degree consists of 60 credit hours of academic work, 42 of which satisfy general education requirements and 18 of which are focused on topics of study in criminal justice. The degree program is offered 100% online. Students entering the program take two, three credit-hour courses every eight weeks during the regular academic year and two, three credit-hour courses every seven weeks during the summer. With full-time study, student may complete the ACJ program in five regular semesters.
 - ii. The Bachelor of Criminal Justice degree consists of 120 credit hours of academic work, 42 of which satisfy general education requirements and 54 of which are focused on topics of study in criminal justice and 24 free electives. The degree program is offered 100% online. Students entering the program take two, three credit-hour courses every eight weeks during the regular academic year and two, three credit-hour courses every seven weeks during the summer. With full-time study, student may complete the BCJ program in ten regular semesters.
- d. The Associate of Business Administration degree consists of 60 credit hours of academic work, 42 of which satisfy general education requirements and 18 of which are focused on topics of study in business administration. The degree program is offered 100% online. Students entering the program take two, three credit-hour courses every eight weeks during the regular academic year and two, three credit-hour courses every seven weeks during the summer. With full-time study, student may complete the ABA program in five regular semesters.
- e. The Bachelor of Business Administration degree consists of 120 credit hours of academic work, 42 of which satisfy general education requirements and 54 of which are focused on topics of study in criminal justice and 24 free electives. The degree program is offered 100% online. Students entering the program take two, three credit-hour courses every eight weeks during the regular academic year and two, three credit-hour courses every seven weeks during the summer. With full-time study, student may complete the ACJ program in five regular semesters.
- f. Organizational Management and Leadership (OML)
 - i. Organizational Management & Leadership is a Bachelor of Arts degree designed to educate the next generation of organizational and community leaders. The 52 credit-hour curriculum includes courses in managerial leadership, marketing strategy, non-profit leadership, accounting and finances, public relations, and ethics, values, and the law.

The majority of the program is offered in a face-to-face format with select courses offered online. Candidates who apply are expected to bring 60 – 72 earned credit-hours of college level work, which allows the student to focus on completing the degree.

- g. Master of Public Administration, Executive Command & Leadership (ExCL)
 - i. The Master of Public Administration, Executive Command & Leadership is a 36 credit-hour program that satisfies training requirements for the award of management and executive certifications through the Georgia P.O.S.T. Council. Sixty-four percent of the MPA, ExCL program is offered in a convenient online environment, while 36% of the curriculum is offered in a face-to-face format in order to comply with P.O.S.T. requirements.

IV. Scholarships & Grants

- a. The Leader's Scholarship of the Holly Springs PD
 - i. Reinhardt University will provide three scholarships of \$1000 each during the term of this agreement to distinguished members of the Holly Springs PD.
 - ii. The candidates must meet admission requirements of the University and the program. Candidates must also earn official, written nomination by the Holly Springs PD. The Leader's Scholarship may not be applied when candidates enter under a provisional admitted status or when enrolled students are determined to be on academic warning or probation.
- b. Public Safety Office Grant
 - i. Reinhardt University will provide a 15% tuition discount for Public Safety Office personnel who have not been nominated for the Leader's Scholarship. The 15% discount applies to Reinhardt University's Police Academy, Associate and Bachelor in Criminal Justice, Associate and Bachelor in Business Administration and Organizational Management and Leadership Program. In order for the 15% discount to apply, candidates must meet admissions requirements to the University and the program. The Grant may not be applied to candidates entering under a provisional admitted status or enrolled students determined to be on academic warning or probation.
- c. Special Tuition for the Master of Public Administration, ExCL Program
 - i. Reinhardt University will provide a reduced graduate tuition rate of \$400 per credit hour for those interested in pursuing the Master of Public Administration, ExCL Program. Applicants for this program must meet admission requirements both to the University and the program.

V. Points of Clarity

- a. Holly Springs PD understands that RU may hire, on a part-time, semester-by-semester basis, qualified employees of the Holly Springs PD to instruct courses in the educational programs offered. Holly Springs PD further recognizes that such agreements are made between Reinhardt University and the part-time instructor; all instructors are subject to Reinhardt University policies and performance standards and may be retained or dismissed as Reinhardt deems appropriate.
- b. For the purposes of this agreement, Holly Springs PD personnel shall include full-time employees, part-time employees, and personnel formally registered with the agency through an organized reserve, auxiliary, or volunteer capacity.

VI. Conclusion

- a. Reinhardt University is excited to partner with the Holly Springs Police Department to meet the knowledge-needs of its employees, who valiantly serve our community.

Signatures attesting to agreement:

Chief Tommy Keheley
Holly Springs PD

Date

Dr. Mark A Roberts, President
Reinhardt University

Date

PLEASE READ THE FOLLOWING APPLE BUSINESS MANAGER TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN INSTITUTION AND APPLE. BY CLICKING ON THE “AGREE” BUTTON, INSTITUTION, THROUGH ITS AUTHORIZED REPRESENTATIVE, IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF INSTITUTION DOES NOT OR CANNOT AGREE TO THIS AGREEMENT, THEN CLICK THE “CANCEL” BUTTON. IF INSTITUTION DOES NOT AGREE TO THIS AGREEMENT, THEN INSTITUTION IS NOT PERMITTED TO PARTICIPATE.

Apple Business Manager Agreement

Purpose

This Agreement permits You to participate in Apple Business Manager, which allows You to automate enrollment of Apple-branded devices for Mobile Device Management (MDM) within Your Institution, to purchase and manage content for such devices, to create Managed Apple IDs for Your users, and to access facilitation tools for related services.

Note: You will need to have an MDM solution (e.g., Profile Manager from macOS Server or from a third-party developer) enabled within Your Institution so that you can utilize the features of this Service. An MDM solution enables You to configure, deploy, and manage Apple-branded devices. For more information, see <https://www.apple.com/business/resources/>.

1. Definitions

Whenever capitalized in this Agreement:

“**Administrators**” means employees or Contract Employees (or Service Providers) of Institution who have been added to the Service for purposes of account management, e.g., administering servers, uploading MDM provisioning settings, adding devices to Your account, purchasing content, and performing other related services.

“**Agreement**” means this Apple Business Manager Agreement.

“**Apple**” means the following, unless otherwise specified herein: (a) **Apple Inc.**, located at One Apple Park Way, Cupertino, California 95014, U.S.A., for Institutions in North, Central, and South America (excluding Canada), as well as United States territories and possessions; and French and British possessions in North America, South America, and the Caribbean; (b) **Apple Canada Inc.**, located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada, for Institutions in Canada or its territories and possessions; (c) **iTunes K.K.**, located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan, for Institutions in Japan; (d) **Apple Pty Limited**, located at 20 Martin Place, Sydney NSW 2000, Australia, for Institutions in Australia and New Zealand, including island possessions, territories, and affiliated jurisdictions; and (e) **Apple Distribution International Ltd.**, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for Institutions in all other countries or territories not specified above in which the Service is offered.

“**Apple Services**” means the App Store, Apple Books, Apple Online Store, AppleCare, and other Apple services as available to Your Authorized Users under this Agreement.

“**Apple Software**” means the iOS, iPadOS, macOS, tvOS, and watchOS operating system software, or any successor versions thereof.

“**Authorized Devices**” means Apple-branded devices that are owned or controlled by You, have

been designated for use by Authorized Users or Permitted Users only, and that are eligible for use in the Service. For the avoidance of doubt, devices that are personally-owned by an individual (e.g., “BYOD” devices) are not permitted to be enrolled in supervised device management (e.g., configured with Device Enrollment Settings) as part of the Service, unless otherwise agreed by Apple in writing, and not all devices are eligible to be added to the Service.

“Authorized Users” means employees and Contract Employees (or Service Providers) of Your Institution, and if You are a hospital, the term “Authorized Users” also includes credentialed physicians, referring physicians and clinicians). For clarity, You may request, and Apple may approve, in its sole discretion, other similar users to be included as “Authorized Users”; however, no other parties shall be included in this definition without Apple’s prior written consent.

“Content” means any material or information that may be licensed or acquired as part of the Service pursuant to Apple’s Volume Content Terms (e.g., Apps from the App Store).

“Contract Employees” means individuals who perform work or provide services on behalf of an entity on a non-piece-rate basis and who have internal use access to the entity’s private information technology systems (e.g., VPN) and/or secured physical premises (e.g., badge access to corporate facilities).

“Device Enrollment Settings” means settings for an Apple-branded device that can be configured and managed as part of the Service, including but not limited to the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

“Documentation” means the technical or other specifications or documentation that Apple may provide to You for use in connection with the Service.

“End User License Agreement” or “EULA” means the software license agreement terms and conditions for the Apple Software.

“Managed Apple ID(s)” means a user account (including but not limited to storage, calendar, notes, and contacts) that You create and deploy through the use of the Service.

“MDM Server(s)” means computers owned or controlled by You (or a Service Provider acting on Your behalf) that have been designated to communicate with the Service.

“Permitted Entity(ies)” means: (a) if You are a vehicle manufacturer, Your authorized vehicle dealerships and certified service partners; (b) if You are a hotel holding company, hotel properties operating under Your name, trademark or brand (or a name, trademark or brand it owns or controls); or (c) if You deploy an app on Authorized Devices in Restricted App Mode (e.g., a point-of-sale provider who deploys its app-based payment system on iPads), Your customers who are using such app in Restricted App Mode on the Authorized Device. Further, any such app must be developed and distributed in accordance with the terms of the Apple Developer Program License Agreement (e.g., distribution of a Custom App). For clarity, You may request, and Apple may approve, other entities similar to those identified in subsections (a) and (b) above; however, no other entity shall be included in this definition without Apple’s prior written consent.

“Permitted Users” means employees and Contract Employees of Your Permitted Entity.

“Personal Data” means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement.

“Restricted App Mode” means when an Apple-branded device is supervised and configured through the Service such that (a) the device automatically launches and is locked into a single application upon activation and no other operating system functionality can be accessed; or (b) the device cannot be personalized by an end-user (e.g. the device settings prohibit the Mail app from configuration with personal credentials, Content cannot be acquired from the App Store with a personal Apple ID, etc.).

“Service” means the Apple Business Manager service (and any components, functionality or features thereof) for automated mobile device management enrollment, acquisition and management of Content, the creation, use, and management of Managed Apple IDs, the use of Administrator accounts, and other related services as contemplated in this Agreement, including the web portal and any services or tools provided hereunder.

“Service Provider” means a third-party who provides a service on Your behalf in accordance with the terms of this Agreement.

“Server Token” means the combination of Your public key, Apple ID and a token provided by Apple that permits Your MDM Server(s) to be registered with the Service.

“You,” “Your,” and “Institution” means the institution entering into this Agreement. For the avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, Contract Employees, and Service Providers who are authorized to exercise rights under this Agreement on its behalf.

Note: If you are a third-party service provider, you need to have the Institution with whom you are working enter into this Agreement and add you as an Administrator since the entity that owns the Authorized Devices and plans to distribute such Devices to its Authorized Users must enroll in the Service.

2. Service Requirements

2.1 Use of the Service

As a condition to using the Service, Institution acknowledges and agrees that:

- (a) Institution is permitted to use the Service only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations, and the Documentation;
- (b) Institution is not permitted to use the Service (or any part thereof) for any unlawful, improper, inappropriate, or illegal activity;
- (c) Institution is permitted to use the Service to manage Authorized Devices for use only by Authorized Users and Permitted Users and not for general deployment to third parties (except as otherwise expressly permitted herein), and Institution will be responsible for all use of the Authorized Devices by such users, including but not limited to obtaining consents and providing appropriate information to users about the managed features of such devices;
- (d) Institution will be responsible for all use of the Service by its Permitted Entities (and any Permitted Users of the Permitted Entity), and any actions undertaken by its Permitted Entity shall be deemed to have been taken by Institution, and Institution (in addition to its Permitted Entity) shall be responsible to Apple for all such actions.
- (e) Institution will obtain all necessary rights and consents from its Authorized Users and Permitted Users to deploy its Authorized Devices as permitted hereunder;
- (f) Institution will have the rights to purchase and manage Content as may be permitted through the Service and will comply with all applicable terms for the use of Content;
- (g) Institution will obtain all necessary rights and consents from its Authorized Users where necessary to create Managed Apple IDs and to allow Apple to provide the Service for Managed Apple IDs (including using and maintaining Personal Data);

(h) Institution may add Administrators to the Service, but only if such individuals are employees or Contract Employees of Institution or are Service Providers acting on Institution's behalf, and Institution may add such parties only for account management purposes; and

(i) Institution is permitted to use the Service only for its own (and its Permitted Entity's) internal business operations and information technology purposes and is not permitted to provide a device or service to third parties (other than to a Permitted Entity that is covered under subsection (c) of the "Permitted Entity" definition) that integrates with or leverages services or information provided by the Service or uses the Service in any way, or as otherwise agreed by Apple in writing.

2.2 No Other Permitted Uses

Institution agrees not to exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass, burdening network capacity, or uploading malicious code. Any attempt to do so is a violation of the rights of Apple and its licensors. Institution may not license, sell, share, rent, lease, assign, distribute, host, permit timesharing or service bureau use, or otherwise make the Service (or any components thereof) available to any third-party, except as expressly permitted in this Agreement. Institution agrees that it will not use the Service to stalk, harass, mislead, abuse, threaten or harm or pretend to be anyone other than the entity that has enrolled, and Apple reserves the right to reject or block any accounts that could be deemed to be an impersonation or misrepresentation of another entity or person's name or identity. Institution will not interfere with the Service, or with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Service or by the Apple Software or any other related Apple software or technology, or enable others to do so. If Institution is a covered entity, business associate, representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), or otherwise a health care provider or entity, Institution agrees that it will not use any component, function or other facility of the Service to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or equivalent health data under applicable law, or use the Service in any manner that would make Apple a business associate of Institution or any third-party or otherwise directly subject Apple to applicable health privacy laws. All rights not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

2.3 Server Token Usage

Institution agrees to use the Server Token only for purposes of enrolling Institution's MDM Server into the Service and uploading Device Enrollment Settings that will be sent to Authorized Devices when they are initially activated by Authorized Users and Permitted Users. Institution agrees not to provide or transfer its Server Token to any other entity or share it with any other entity, excluding its Service Provider. Institution agrees to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or Institution has reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, Institution understands and agrees that regenerating the Server Token will affect Institution's ability to use the Service until a new Server Token has been added to the MDM Server.

2.4 EULAs Term and Conditions

As part of the Service, Institution may elect to have its Authorized Users and Permitted Users accept the terms and conditions for the Apple Software outside of the normal initial activation process on a device. Institution may use this feature of the Service as long as Institution agrees to the following requirements:

(a) Institution's authorized representative must accept the EULAs for the Apple Software on the Service web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users and Permitted Users;

(b) If the EULAs for the Apple Software have changed, Institution agrees to have its authorized representative return to the Service web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Service. Institution acknowledges that it will not be able to use the Service, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted;

(c) Institution is responsible for ensuring that such EULAs are provided to Authorized Users and Permitted Users, and that each Authorized User and Permitted User is aware of and complies with the terms and conditions of the EULAs for the Apple Software; and

(d) Institution agrees to be responsible for obtaining any required consents for Authorized Users' and Permitted Users' use of the Apple Software.

2.5 Device Transfer

Institution will not resell any Authorized Devices with Device Enrollment Settings enabled and agrees to remove such Devices from the Service prior to reselling them or transferring them to third parties in any way.

2.6 Purchasing Content

Acquisition of Content is automatically disabled in the Service, and Your use is subject to the restrictions of this Agreement and the terms governing the use of Apps and Books in the Service ("Volume Content Terms"). You may choose to enable Your Administrators to access Content through the Service by granting them purchasing authority and allowing them to access Content. Subject to the Volume Content Terms and the restrictions of this Agreement, the Service enables You to allocate Content to Authorized Devices using device assignment or to Authorized Users or Permitted Users using user assignment and Apple IDs. You may assign (or revoke and re-assign) apps to Authorized Users and Authorized Devices in any country where such app is commercially available on the App Store or otherwise, subject to change at any time. With respect to books, You understand and agree that once You have assigned a book to an Authorized User or a Permitted User, such book is non-transferable, and You will not be able to revoke or re-assign the book. You are solely responsible for all such purchases and compliance with the applicable terms. You agree that You have the authority to and will accept such applicable terms on behalf of Your Authorized Users and Permitted Users if You (or Your Administrators) purchase or access Content as part of the Service. You understand and agree that Content may not be available in all countries or regions. You agree not to export Content for use outside of the country in which You are domiciled nor represent that You have the right or ability to do so. You agree not to circumvent the laws of any country or restrictions set forth by providers of the Content.

2.7 Administrator Accounts

You may create Administrator accounts for Your Administrators to use in administering the Service, subject to limits Apple may impose on the number of Administrator accounts. These Administrator accounts will be a combination of a unique user name and password, which will be owned by You. When You create Administrator accounts, all features and functionality of the Service that You select to be available will be enabled for such accounts, and You are responsible for appropriately enabling these Administrator accounts and for all activity in connection with these accounts (e.g., permitting Content purchases). You acknowledge and agree that these Administrator accounts may be used only to access and manage the Service for account management purposes. If You delete any Administrator accounts, then neither You nor the Administrator will have access to such Administrator accounts, and You acknowledge and agree that this action may not be reversible.

2.8 Managed Apple IDs

You may create Managed Apple IDs for Your Authorized Users to access and use as part of the Service in accordance with this Agreement and the Documentation. You are responsible for

deciding which features and functionality of the Service to enable for Your Authorized Users and for the creation, use, and management of Managed Apple IDs.

To create a Managed Apple ID for use by an Authorized User the following information, which may include Personal Data, is needed: name, proposed role, password, email address (for contact purposes), and phone number. In order to protect the security of Authorized Users' accounts and preserve Your ability to easily reset Your Authorized Users' passwords online, You should keep this information confidential. You agree to deploy Managed Apple IDs only for Your own internal business or information technology purposes and only to Your Authorized Users. You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Managed Apple IDs to anyone other than Your Authorized Users. You may disable, suspend, or delete Managed Apple IDs (e.g., if an Authorized User leaves the Institution) in the Service. Apple reserves the right to limit the number of Managed Apple IDs that may be created for Your Authorized Users and the number of Authorized Devices associated with an account.

If you make available other Apple Services for Your Administrators, managers or staff to sign into, You agree to allow the Apple Services to store data in the accounts associated with those Authorized User's Managed Apple IDs, and for Apple to collect, store and process such data in association with Your and/or Your Authorized User's use of the Apple Service. You are responsible for ensuring that You and Your Authorized Users are in compliance with all applicable laws for each Managed Apple ID based on the Apple Service You allow Your Authorized Users to access. If Your Administrators, managers or staff access certain Apple Services, Apple may communicate with Your Authorized Users about their use of the Apple Service.

2.9 Permitted Entities and Permitted Users

Subject to the terms of this Agreement, Permitted Entities and Permitted Users may access the Service under Your account, excluding the use and deployment of Managed Apple IDs (unless otherwise separately approved in advance and in writing by Apple). You shall be responsible for compliance with the terms of this Agreement by the Permitted Entities and Permitted Users and shall be directly liable to Apple for any breach of this Agreement by Your Permitted Entities and Permitted Users. If You (or Service Provider acting on Your behalf) add Apple-branded devices to the Service that are owned by a Permitted Entity, You represent and warrant to Apple that the Permitted Entity has authorized You to add such devices, that You have control of such devices, and that You have the authority to accept EULAs on behalf of the Permitted Entity (and its Permitted Users, if applicable). Apple reserves the right to: set limitations on the Service features or functionality that Institution may allow its Permitted Entity (or Permitted Users) to access or use, and to require You to remove any Permitted Entities or Permitted Users from Your account at any time, in its sole discretion.

2.10 Updates; No Support or Maintenance

Apple may extend, enhance, suspend, discontinue, or otherwise modify the Service (or any part thereof) provided hereunder at any time without notice, and Apple will not be liable to You or to any third-party should it exercise such rights. Apple will not be obligated to provide Institution with any updates to the Service. If Apple makes updates available, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement will govern. Should an update be made available, it may have features, services or functionality that are different from those found in the Service. Apple is not obligated to provide any maintenance, technical or other support for the Service.

2.11 Third-Party Service Providers

You are permitted to use a Service Provider only if the Service Provider's access to and use of the Service is done on Your behalf and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive

and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to the Service and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event that any actions or inactions by the Service Provider could constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

3. Institution's Obligations

Institution represents and warrants that:

- (a) Institution's authorized representative has the right and authority to enter into this Agreement on its behalf and to legally bind Institution to the terms and obligations of this Agreement;
- (b) All information provided by Institution to Apple (or to its Authorized Users or Permitted Users) in connection with this Agreement or use of the Service (including the Apple Software) will be current, true, accurate, supportable and complete; and, with regard to information Institution provides to Apple, Institution will promptly notify Apple of any changes to such information;
- (c) Institution will monitor and be responsible for its authorized representatives', Administrators', Service Providers', Authorized Users', Permitted Users', and Permitted Entities' use of the Service and their compliance with the terms of this Agreement;
- (d) Institution will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Institution, its authorized representatives, Administrators, Service Providers, Authorized Users, Permitted Users, Permitted Entities, and Authorized Devices, in connection with the Service;
- (e) Institution is solely liable and responsible for ensuring compliance with all privacy and data protection laws (e.g., Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing directive 95/46/EC ("GDPR")) regarding the use of the Service and use or collection of data, including Personal Data, and information through the Service;
- (f) Institution is responsible for its activity related to Personal Data (e.g., safeguarding, monitoring, and limiting access to Personal Data, preventing and addressing inappropriate activity, etc.); and
- (g) Institution will comply with the terms of and fulfill Institution's obligations under this Agreement.

4. Changes to Service Requirements or Terms

Apple may change the Service or the terms of this Agreement at any time. In order to continue using the Service, Institution, through its authorized representative, must accept and agree to the new requirements or terms of this Agreement. If You do not agree to the new requirements or terms, Your use of the Service, or any part thereof, may be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms may be signified electronically, including without limitation, by checking a box or clicking on an "agree" or similar button.

5. Indemnification

To the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, Apple, its directors, officers, employees, affiliates, independent contractors and authorized representatives (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (a) Your breach of any certification, covenant, obligation, representation or warranty made in this Agreement; (b) Your use (including but not limited to Your Service Provider's, Administrators', Authorized Users', Permitted Users', and/or Permitted Entity's use) of the Service; (c) any claims, including but not limited to any end user claims, about Your use, deployment or management of Authorized Devices, Device Enrollment Settings, and/or MDM Servers; (d) any claims, including but not limited to any end user claims, about the provision, management, and/or use of Authorized Devices, Administrator accounts, Managed

Apple IDs, or Content, and/or any other use of the Service; and/or (e) any claims regarding Your use or management of Personal Data. In no event may You enter into any settlement or like agreement with a third-party that affects Apple's rights or binds Apple or any Apple Indemnified Party in any way, without the prior written consent of Apple.

6. Term and Termination

The term of this Agreement shall commence on the date You first accept this Agreement in the Service and extend for an initial period of one (1) year following the initial activation date of Your Service account by Apple. Thereafter, subject to Your compliance with the terms of this Agreement, the term of this Agreement will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

If You fail, or Apple suspects that You have failed, to comply with any of the provisions of this Agreement, Apple, at its sole discretion, without notice to You may: (a) terminate this Agreement and/or Your account; and/or (b) suspend or preclude access to the Service (or any part thereof). Apple reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time without notice to You, and Apple will not be liable to You or to any third-party should it exercise such rights. Apple may also terminate this Agreement, or suspend Your rights to use the Services, if You fail to accept any new Agreement terms as described in Section 4. You acknowledge and agree that You may not be able to access the Service upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete data or information that You, Your Administrators, Authorized Users, Permitted Entities, or Permitted Users have stored through Your use of the Service. You should review the Documentation prior to using any part of the Service and make appropriate back-ups of Your data and information. Apple will not be liable or responsible to You or to any third party should it exercise such rights or for any damages that may result or arise out of any such termination or suspension. The following provisions shall survive the termination of this Agreement: Section 1, the second sentence of Section 2.9, Section 2.10, the second sentence of Section 2.11, Section 3, Section 5, the second paragraph of Section 6, and Sections 7, 8, 9, and 10.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF, OR INABILITY TO USE, THE SERVICE, OR ANY TOOLS OR FEATURES OR FUNCTIONALITY ACCESSED BY OR THROUGH THE SERVICE, IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AUTHORIZED REPRESENTATIVES, AGENTS, CONTRACTORS, RESELLERS, OR LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF **SECTIONS 7 AND 8**) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

APPLE DOES NOT GUARANTEE, REPRESENT OR WARRANT AGAINST INTERFERENCE WITH YOUR USE OR ENJOYMENT OF THE SERVICE, THAT THE FEATURES OR FUNCTIONALITY CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE

SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT YOUR USE OF OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT THE SERVICE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS, CONTENT, OR THIRD PARTY SERVICES OR ANY OTHER APPLE PRODUCTS OR SERVICES, OR THAT ANY DATA OR INFORMATION STORED OR TRANSMITTED THROUGH THE SERVICE WILL NOT BE LOST, CORRUPTED, DAMAGED, ATTACKED, HACKED, INTERFERED WITH OR SUBJECT TO ANY OTHER SECURITY INTRUSION. YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR MODIFY, SUSPEND, DISCONTINUE, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY OR THROUGH THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, OR WEAPONS SYSTEMS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

8. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF THIS AGREEMENT AND/OR YOUR USE OR INABILITY TO USE THE SERVICE, EVEN IF APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Data Privacy and Security

9.1 Personal Data Usage and Disclosure

Under this Agreement, Apple, acting as a data processor on Your behalf, may receive or have access to Personal Data, if provided by You. By entering into this Agreement, You instruct Apple to process and use this Personal Data to provide and maintain the Service in accordance with applicable law, Your instructions given through the use of the Service (e.g., instructions given through the Service), and any other written instructions given by You that are accepted and acknowledged in writing by Apple. Apple shall comply with such instructions, if applicable, and unless prohibited by law, in which case Apple will inform You before processing such Personal Data (unless prohibited by law from informing You on grounds of public interest). Apple may provide Personal Data to service providers who provide services to Apple in connection with the

Service ("Sub-processors"). You authorize Apple to use all the Apple entities set forth in the definition of "Apple" as Sub-processors and to use any other Sub-processors; provided such Sub-processors are contractually bound by data protection obligations at least as protective as those in this Agreement, and a list of such Sub-processors will be available upon request, if required by law. Apple may disclose Personal Data about You if Apple determines that disclosure is reasonably necessary to enforce Apple's terms and conditions or protect Apple's operations or users. Additionally, in the event of a reorganization, merger, or sale, Apple may transfer any and all Personal Data You provide to the relevant party. THIS DISCLOSURE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY CONTENT (INCLUDING THIRD-PARTY APPS). PRIOR TO PURCHASE OR DOWNLOAD OF CONTENT AS PART OF THE SERVICE, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH CONTENT. In the event Apple receives a third-party request for Personal Data ("Third-Party Request"), Apple will notify You, to the extent permitted by law, of its receipt of the Third-Party Request, and notify the requester to address such Third-Party Request to You. Unless otherwise required by law or the Third-Party Request, You will be responsible for responding to the Request.

9.2 Data Incidents

If Apple becomes aware that Personal Data has been altered, deleted, or lost as a result of any unauthorized access to the Service (a "Data Incident"), Apple will notify Institution without undue delay if required by law, and Apple will take reasonable steps to minimize harm and secure the data. Notification of, or response to, a Data Incident by Apple will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident. Institution is responsible for complying with applicable incident notification laws and fulfilling any third-party obligations related to Data Incident(s). Apple will not access the contents of Personal Data in order to identify information subject to any specific legal requirements.

9.3 Security Procedures; Compliance

Apple shall use industry-standard measures to safeguard Personal Data during the transfer, processing, and storage of Personal Data as part of the Service. As part of these measures, Apple will use commercially reasonable efforts to encrypt Personal Data at rest and in transit; ensure the ongoing confidentiality, integrity, availability and resilience of the Service; in the event of an issue, restore the availability of Personal Data in a timely manner; and regularly test, assess, and evaluate the effectiveness of such measures. Apple will take appropriate steps to ensure compliance with security procedures by its employees, contractors and Sub-processors, and Apple shall ensure that any persons authorized to process such Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service. Encrypted Personal Data may be stored at Apple's geographic discretion. To the extent Apple is acting as a data processor, Apple will assist You with ensuring Your compliance, if applicable, with the following: (a) Article 28 of the GDPR (by allowing for and contributing to audits; provided, that Apple's ISO 27001 and ISO 27018 certifications shall be considered sufficient for such required audit purposes); (b) Article 32 of the GDPR (by implementing the security procedures set forth in this Section 9.3 and by maintaining the ISO 27001 and ISO 27018 Certifications); (c) Articles 33 and 34 of the GDPR or other equivalent obligations under law (by assisting You with providing required notice of a Data Incident to a supervisory authority or data subjects); (d) laws requiring Institution to conduct data protection impact assessments or to consult with a supervisory authority prior to processing; and (e) an investigation by a data protection regulator or similar authority regarding Personal Data.

9.4 Data Access and Transfer; Termination; Institution as Processor

If required by law, Apple will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR. If You are required to enter a

data transfer agreement to transfer data to a third country, You agree to enter into the applicable data transfer agreement for Your jurisdiction as executed by Apple at <https://apple.com/legal/enterprise/datatransfer>.

Apple is not responsible for data You store or transfer outside of Apple's system. Upon termination of this Agreement for any reason, Apple shall securely destroy Personal Data stored by Apple in connection with Your use of the Service within a reasonable period of time, except to prevent fraud or as otherwise required by law. Apple's Privacy Policy is available at <http://www.apple.com/legal/privacy>, and, to the extent consistent with this Section 9, is incorporated herein by reference. If there is a conflict between Apple's Privacy Policy and this Section 9, the terms of this Section 9 shall take precedence.

To the extent that Institution enters into this Agreement as a data processor for a Permitted Entity, Institution represents and warrants that Institution is entering into this Agreement on behalf of itself, and, to the limited extent set forth herein, such Permitted Entity. Institution represents that it has the applicable consents from such Permitted Entity to enter into this Agreement and to engage Apple as a sub-processor on such entity's behalf, and is responsible to Apple for any claims from such Permitted Entities with respect thereto.

10. General Legal Terms

10.1 Third-Party Notices

Portions of the Apple Software or the Service may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Service or applicable part thereof, and Your use of such material is governed by their respective terms.

10.2 Consent to Collection and Use of Data

You acknowledge and agree that Apple and its affiliates and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, cookies or IP addresses, information about Your use of the Service, Your MDM Server, Device Enrollment Settings, computers, devices, system and application software, and other software and peripherals, that is gathered periodically to facilitate the provision of services to You related to the Service, to provide, test and improve Apple's devices and services, for internal purposes such as auditing, data analysis, and research to improve Apple's devices, services, and customer communications, to facilitate the provision of software or software updates, device support and other services to You (if any) related to the Service or any such software, for security and account management purposes, and to verify compliance with the terms of this Agreement. Data collected pursuant to this Section will be treated in accordance with Apple's Privacy Policy, which can be viewed at: <http://www.apple.com/legal/privacy>.

10.3 Assignment

This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void.

10.4 Press Releases and Other Publicity; Relationship of Parties

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion. This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the

contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

10.5 Notices

Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. All notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Apple Inc., App Store Legal (Apple Business Manager), One Apple Park, 169-4ISM, Cupertino, California 95014 U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

10.6 Severability

If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled “Service Requirements”, or “Institution’s Obligations” or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Service.

10.7 Waiver and Construction

Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

10.8 Export Control

You may not use, export, re-export, import, sell or transfer the Service or Apple Software, or any part thereof, except as authorized by United States law, the laws of the jurisdiction in which You obtained the Service or Apple Software, and/or any other applicable laws and regulations. In particular, but without limitation, the Service and the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List or any other restricted party lists. By using the Service or Apple Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Service or Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

10.9 Government End-users

The Service, Apple Software, and Documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

10.10 Dispute Resolution; Governing Law

Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing:

- (a) If You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 5 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute;
- (b) If You are a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the United States, then (i) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which You are domiciled, except that body of state law concerning conflicts of law; and (ii) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which You are domiciled;
- (c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities; and
- (d) If You are domiciled in a European Union country, or in Iceland, Norway, Switzerland, or the United Kingdom, the governing law and forum shall be the laws and courts of the country of domicile of the Apple entity providing the Service, as applicable, as set forth in the definition of "Apple".

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10.11 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the Service contemplated hereunder and supersedes all prior understandings and agreements regarding its subject matter. For the avoidance of doubt, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple

by notice to You). Any translation of this Agreement is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada, or are a government organization within France, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

10.12 Acceptance

Institution acknowledges and agrees that by clicking on the “Agree” or similar button or by checking a box, Institution, through its authorized representative, is accepting and agreeing to the terms and conditions of this Agreement.

LM1002
10/27/2020



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of The Reserve at Harmony on the Lakes Maintenance Bonds and Acceptance of Roads
Release of Avery Landing Performance Bond

DATE: July 2, 2021

COUNCIL MEETING DATE: July 8, 2021

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision	Bond Type	Bond Number	Amount
The Reserve at Harmony on the Lakes-Phase 2	Maintenance	637687	\$91,622.00
The Reserve at Harmony on the Lakes-Phase 3C Units 1 and 2	Maintenance	0740514	\$54,140.00
Avery Landing	Performance	K13509487	\$64,416.00

In addition, the following roads are requested for acceptance:

Subdivision	Road	Linear Feet
The Reserve at Harmony on the Lakes-Phase 2	Lake Reserve Way	1,840.00
	Roxbury Reserve	197.00
	Sterling Reserve	355.00
The Reserve at Harmony on the Lakes-Phase 3C Unit 1	Edinburg Drive	545.95
	Coachman Circle	370.55
	Royal Harmony Drive	508.47
The Reserve at Harmony on the Lakes-Phase 3C Unit 2	Reserve Overlook	212.61
	Royal Harmony Drive	787.40

The City Engineer has inspected these phases and approved the release of the bonds and acceptance of the roads.

CONCURRENCES

City Engineer

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Map

N/F
MARY G. STANSEL &
JODY B. STANSEL
DB. 1733, PG. 236
ZONED: R-80

N/F
EMMETT MORRIS RICH &
ANNETTE C. RICH
DB. 117, PG. 117
ZONED: AG

△ AREA ADJACENT TO THIS LOT SHALL BE PROTECTED

OFFSITE DRAINAGE
AREA = 11.35 ACRES

OFFSITE DRAINAGE
AREA = 21.47 ACRES

N/F
R.O. SIMON RAMPLEY &
CAROL JEAN RAMPLEY
DB. 4473, PG. 045
ZONED: AG

CHEROKEE COUNTY WATER AND SEWERAGE STATEMENT

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

INSPECTOR, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

JUDITH HOOPER, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

FINAL PLAT

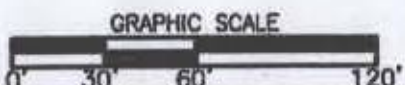


Filed in 12/4/2006 2:26:00 PM Office Clerk of Superior
Court Cherokee County, GA Plat BK 94 Page 37 - 37,
Patty Baker #5

SHEET 5 OF 20

DATE: 10/30/06
SCALE: 1"=60'
FILE: CNST01
JOB: A205040.RES
DRAWN BY: MDH

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



NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT
FOR:
THE RESERVE - PHASE 2
AT HARMONY ON THE LAKES

LOCATED IN
LAND LOT 117
15TH DISTRICT
CHEROKEE COUNTY, GA

Rochester
& Associates, Inc.

200 Ashford Center North, Suite 100 • Atlanta, GA 30331
(404)252-1334 (770)395-7100 Fax • www.rochester-assoc.com

△ AREA ADJACENT TO THIS LOT SHALL BE PROTECTED

N/F
G.L. EMMA HISAW
DB. 103, PG. 34
ZONED: R-40

N/F
REBECCA G. LINDSEY
DB. 536, PG. 669
ZONED: R-40



N/F
UNION NATIONAL
CORPORATION
DB. 458, PG. 216
ZONED: CITY

Filed in 12/4/2006 2:26:00 PM Office Clerk of Superior
Court Cherokee County, GA Plat BK 94 Page 38 - 38.
Patty Baker #6



CHEROKEE COUNTY WATER AND SEWERAGE STATEMENT

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

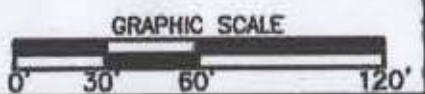
Jeffery Hooper 11-21-06
INSPECTOR, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE
Jeffery Hooper 11-21-06
JEFFERY HOOPER, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

FINAL PLAT



SHEET 6 OF 20
DATE: 10/30/06
SCALE: 1"=60'
FILE: CNST01
JOB: A205040.RES
DRAWN BY: MDH

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



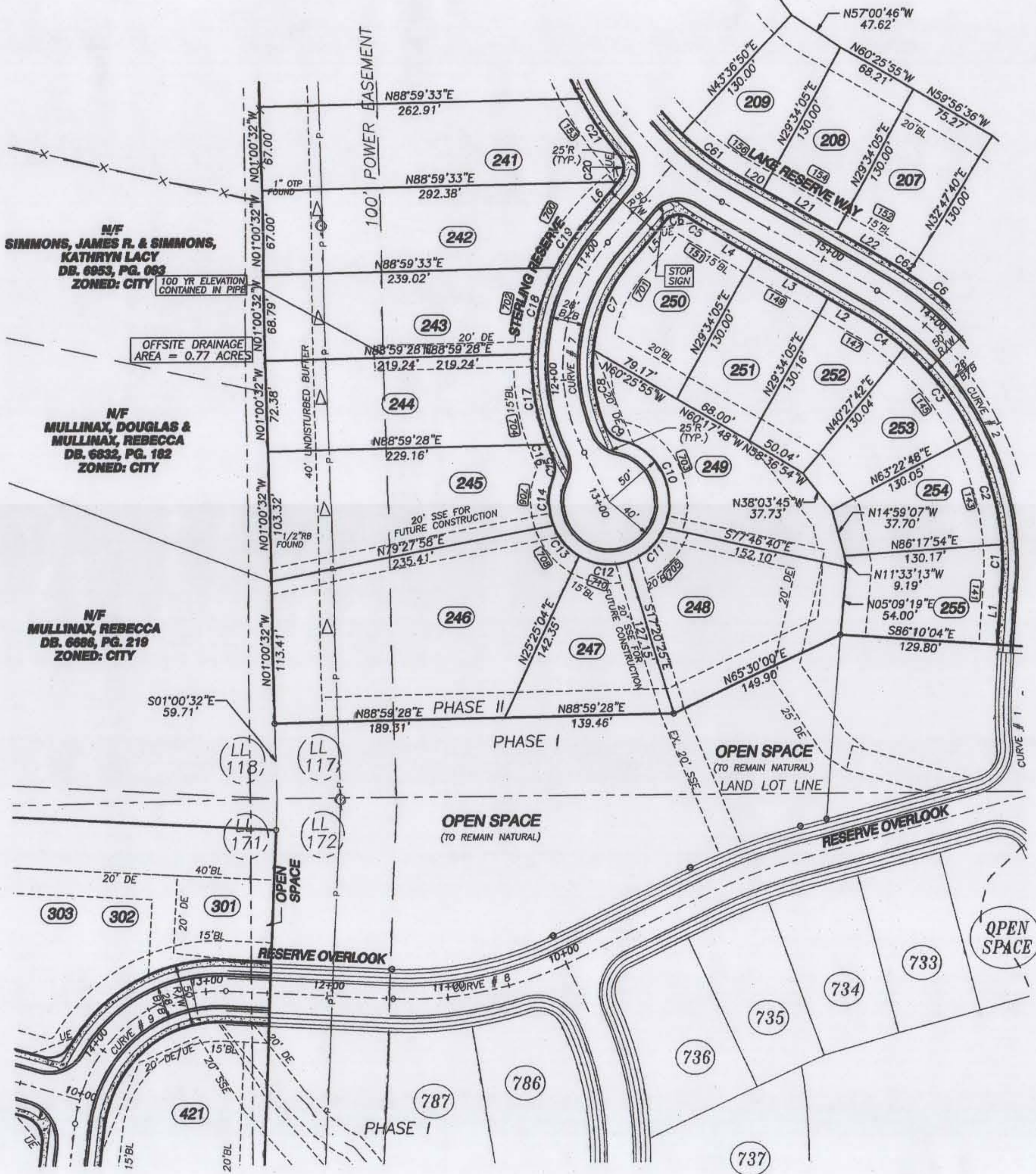
NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT
FOR:
THE RESERVE - PHASE 2
AT HARMONY ON THE LAKES

LOCATED IN
LAND LOT 117
15TH DISTRICT
CHEROKEE COUNTY, GA

Rochester
& Associates, Inc.

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(404)252-1334 (770)395-7100 Fax • www.rochester-asso.com



CHEROKEE COUNTY WATER AND SEWERAGE STATEMENT

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

[Signature] 11-21-06
INSPECTOR, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

[Signature] 11-21-06
JETTER HOOPER, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

FINAL PLAT

Filed in 12/4/2006 2:26:00 PM Office Clerk of Superior Court Cherokee County, GA Plat BK 94 Page 39 - 39, Patty Baker #7



SHEET 7 OF 20

DATE: 10/30/06
SCALE: 1"=60'
FILE: CNST01
JOB: A205040.RES
DRAWN BY: MDH

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

GRAPHIC SCALE
0' 30' 60' 120'

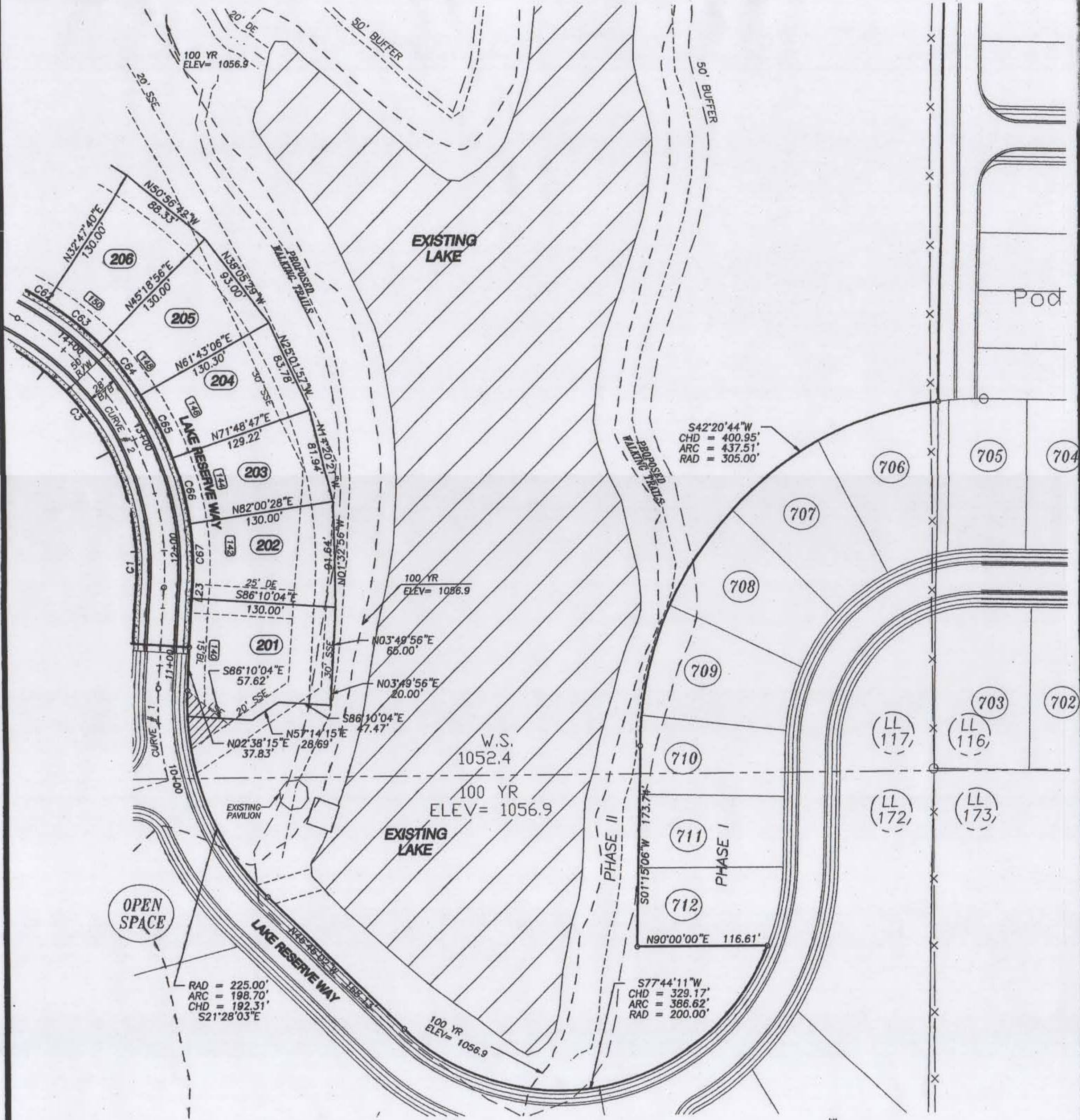
NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT
FOR:
THE RESERVE - PHASE 2
AT HARMONY ON THE LAKES

LOCATED IN
LAND LOT 117
15TH DISTRICT
CHEROKEE COUNTY, GA

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CHEROKEE COUNTY WATER AND SEWERAGE STATEMENT

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Jeffery Hooper 11-21-06
INSPECTOR, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

Jeffery Hooper 11-21-06
JEFFERY HOOPER, CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

FINAL PLAT

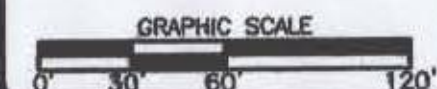
Filed in 12/4/2006 2:26:00 PM Office Clerk of Superior Court Cherokee County, GA Plat BK 94 Page 40 - 40, Patty Baker #8



SHEET 8 OF 20

DATE: 10/30/06
SCALE: 1"=60'
FILE: CNST01
JOB: A205040.RES
DRAWN BY: MDH

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



NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT
FOR:
THE RESERVE - PHASE 2
AT HARMONY ON THE LAKES

LOCATED IN
LAND LOT 117
15TH DISTRICT
CHEROKEE COUNTY, GA

Rochester & Associates, Inc.

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(404)252-1334 (770)395-7100 Fax • www.rochester-assoc.com

PLAT BOOK:118 PG:368 Filed: 01/06/2017 01:33 PM Clerk File Number: 28-2017-000013

Rec: 58.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

Book 118 Page 368

WATER AND SEWER CERTIFICATE

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

Wm. Payne 1-4-17
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE



BARTON SURVEYING INC.
P.O. BOX 640
LEBANON, GEORGIA 30146
(706) 281-2811
(LICENSE NO. LSP 000151)

**FINAL PLAT OF
THE RESERVE PHASE 3C AT
HARMONY ON THE LAKES, UNIT 1**
LOCATED IN LAND LOT 171
15th DISTRICT, CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA
OCTOBER 5, 2016



SHEET	OF
3	3

Plat
Recorded 6/15/2018 12:15 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1452
Participant IDs: 6657451494

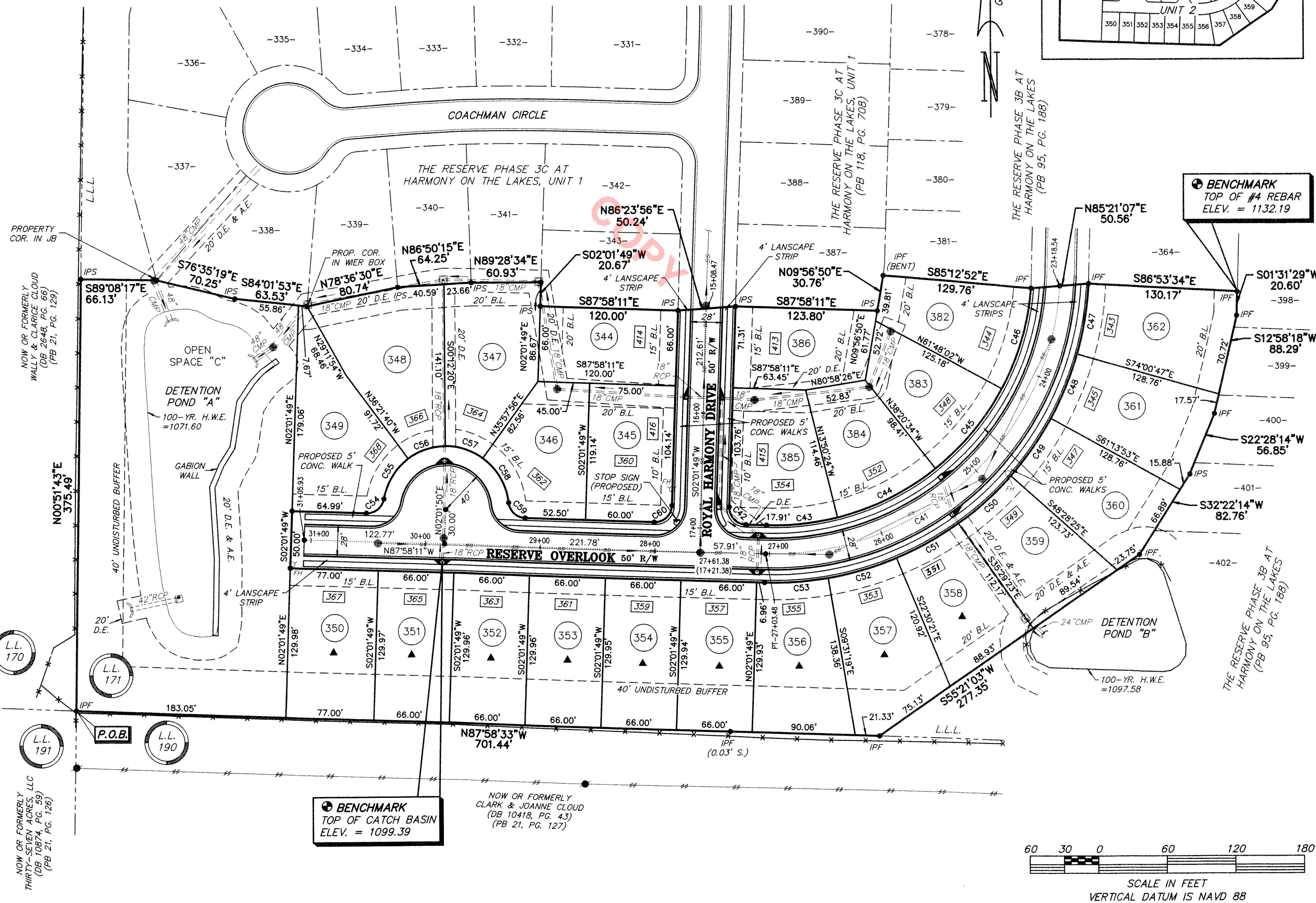
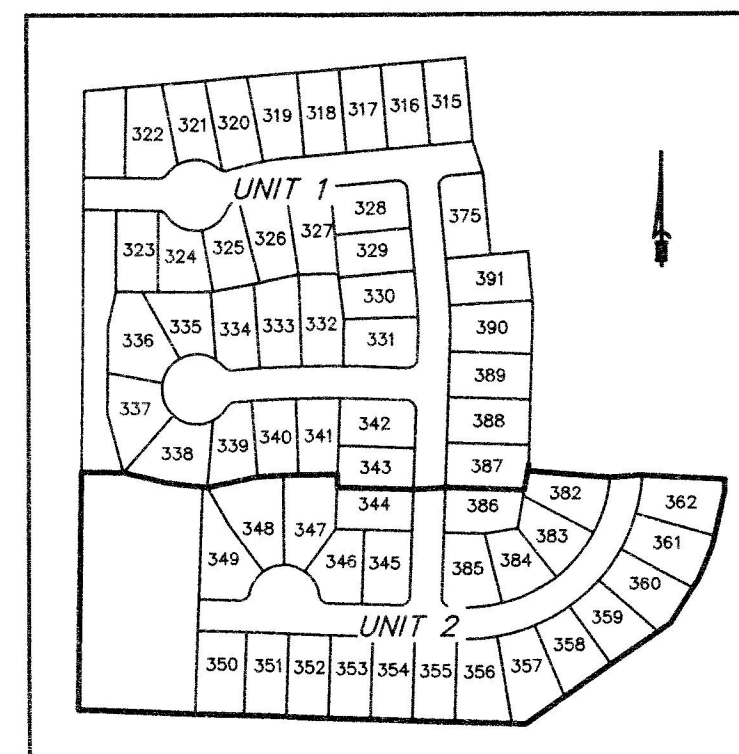


Addresses Assigned By:
Cherokee County GIS
04/03/2018 8:12:35 AM
Ph: (678) 493-6050
Email: kjhecksel@cherokeega.com

WATER AND SEWER CERTIFICATE

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

William R. Payne 5-30-18
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

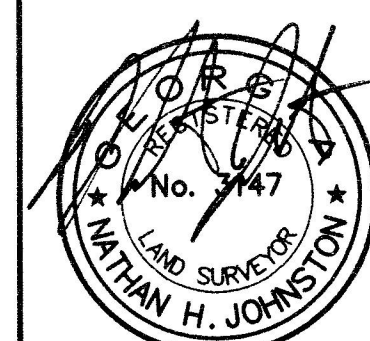


BARTON SURVEYING
INC.

P.O. BOX 640
LEBANON, GEORGIA 30146
(770) 345-2810
(LICENSE No. LSF 000151)

FINAL PLAT OF
THE RESERVE PHASE 3C AT
HARMONY ON THE LAKES, UNIT 2

LOCATED IN LAND LOT 171
15th DISTRICT, CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA
MARCH 29, 2018



5-9-18

SHEET 3 OF 3

SCALE IN FEET
VERTICAL DATUM IS NAVD 88

Plat
Recorded 1/16/2018 3:43 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1153
Participant IDs: 9247802728



- CORNER LEGEND**
- RWMF = RIGHT-OF-WAY MONUMENT FOUND
 - BRWMF = BROKEN RIGHT-OF-WAY MONUMENT FOUND
 - IPF = IRON PIPE FOUND
 - BRWMF = BROKEN RIGHT-OF-WAY MONUMENT FOUND
 - RBF = REBAR FOUND
 - CRBS = CAPPED REBAR SET
 - CRBF = CAPPED REBAR FOUND
 - MHNS = MAG HUB NAIL SET
 - NF = NAIL FOUND
 - PKNS = P-K NAIL SET
- SYMBOLS LEGEND:**
- = STORM LINE
 - = FENCE LINE
 - = SANITARY SEWER
 - = WATER LINE
 - = PHASE LINE
 - = MANHOLE
 - = WATER METERS
 - = SANITARY CLEANOUT
 - = FIRE HYDRANT
 - = WATER VALVE
 - = LOT CORNER
 - = LOT ADJOINING TREE SAVE AREA
 - = BUILDING SETBACK LINE
 - AC = ACRES
 - SSE = SANITARY SEWER EASEMENT
 - DE = DRAINAGE EASEMENT
 - R/W = RIGHT-OF-WAY

MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING & LAND SURVEYING
1221 MERCHANT WAY
SUITE 201
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX
11405 HAYNES BRIDGE RD
SUITE 475
ALPHARETTA, GA 30009
(404) 695-1618 OFFICE

CERTIFICATE OF AUTHORIZATION # LSF000953

GEORGIA REGISTERED LAND SURVEYOR JOHN A. DOTSON No. 2660

CURVE TABLE FOR WILLIAM CREEK DRIVE

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS
C100	N 49°52'35" E	113.43'	128.625'	75.000'
C101	N 15°01'14" W	92.01'	93.182'	169.319'

CURVE TABLE FOR AVERY LANDING WAY

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS
C102	N 09°28'39" E	190.60'	194.637'	275.000'
C103	S 39°17'04" W	253.10'	288.458'	165.000'
C104	N 62°47'32" E	214.74'	222.637'	240.000'

FINAL SUBDIVISION PLAT
AVERY LANDING
FOR
GATES CONSTRUCTION, LLC.
LOCATED IN
A PORTION OF LAND LOTS 101,102,115,& 116
OF THE 15TH LAND DISTRICT, 2ND SECTION,
CHEROKEE COUNTY, CITY OF HOLLY SPRINGS, GA

REVISIONS:

- REVISD NOVEMBER 07, 2017 TO ADD CERTIFICATION, RECORDING BLOCK AND ACCESS EASEMENT TO PUMP STATION
- REVISD DECEMBER 08, 2017 TO ADD ADDITIONAL CENTERLINE DATA, CORRECTED LOCATION OF FORCE MAIN, WATER MAIN, SIDEWALK AND COMMENTS FROM REVIEW LETTER DATED 12-01-2017.
- REVISD DECEMBER 20, 2017 TO ADD FOR S.S.E. ON LOT 86

DRAWN BY: DY
FIELD WORK: 10-18-2017
DATE: OCTOBER 20, 2017
JOB NO.: 2016-008
SCALE: 1"=50'

DRAWING NUMBER
2
2 OF 5 SHEET

Plat
Recorded 1/16/2018 3:45 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1154
Participant IDs: 9247802728

FINAL SUBDIVISION PLAT
AVERY LANDING
FOR
GATES CONSTRUCTION, LLC.
LOCATED IN
A PORTION OF LAND LOTS 101,102,115,& 116
OF THE 15TH LAND DISTRICT, 2ND SECTION,
CHEROKEE COUNTY, CITY OF HOLLY SPRINGS, GA

CURVE TABLE FOR WILLIAM CREEK DRIVE

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CURVE TABLE FOR AVERY LANDING WAY

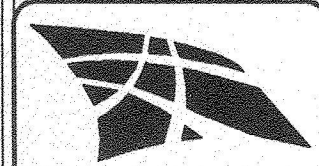
CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS
C102	N 09°28'39" E	190.60'	194.637'	275.000'
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C104	N 62°47'32" E	214.74'	222.637'	240.000'

CORNER LEGEND

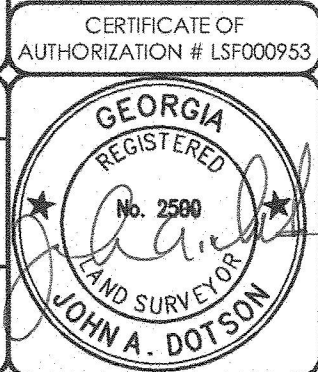
RWMF = RIGHT-OF-WAY MONUMENT FOUND
BRWMF = BROKEN RIGHT-OF-WAY MONUMENT FOUND
IPF = IRON PIPE FOUND
BRWMF = BROKEN RIGHT-OF-WAY MONUMENT FOUND
RBF = REBAR FOUND
CRBS = CAPPED REBAR SET
CRBF = CAPPED REBAR FOUND
MHNS = MAG HUB NAIL SET
NF = NAIL FOUND
PKNS = P-K NAIL SET

SYMBOLS LEGEND

STORM LINE
FENCE LINE
8" SAN
8" WTR
WATER LINE
PHASE LINE
MANHOLE
WATER METERS
SANITARY CLEANOUT
FIRE HYDRANT
WATER VALVE
LOT CORNER
LOT ADJOINING TREE SAVE AREA
BUILDING SETBACK LINE
ACRES
SANITARY SEWER EASEMENT
DRAINAGE EASEMENT
RIGHT-OF-WAY

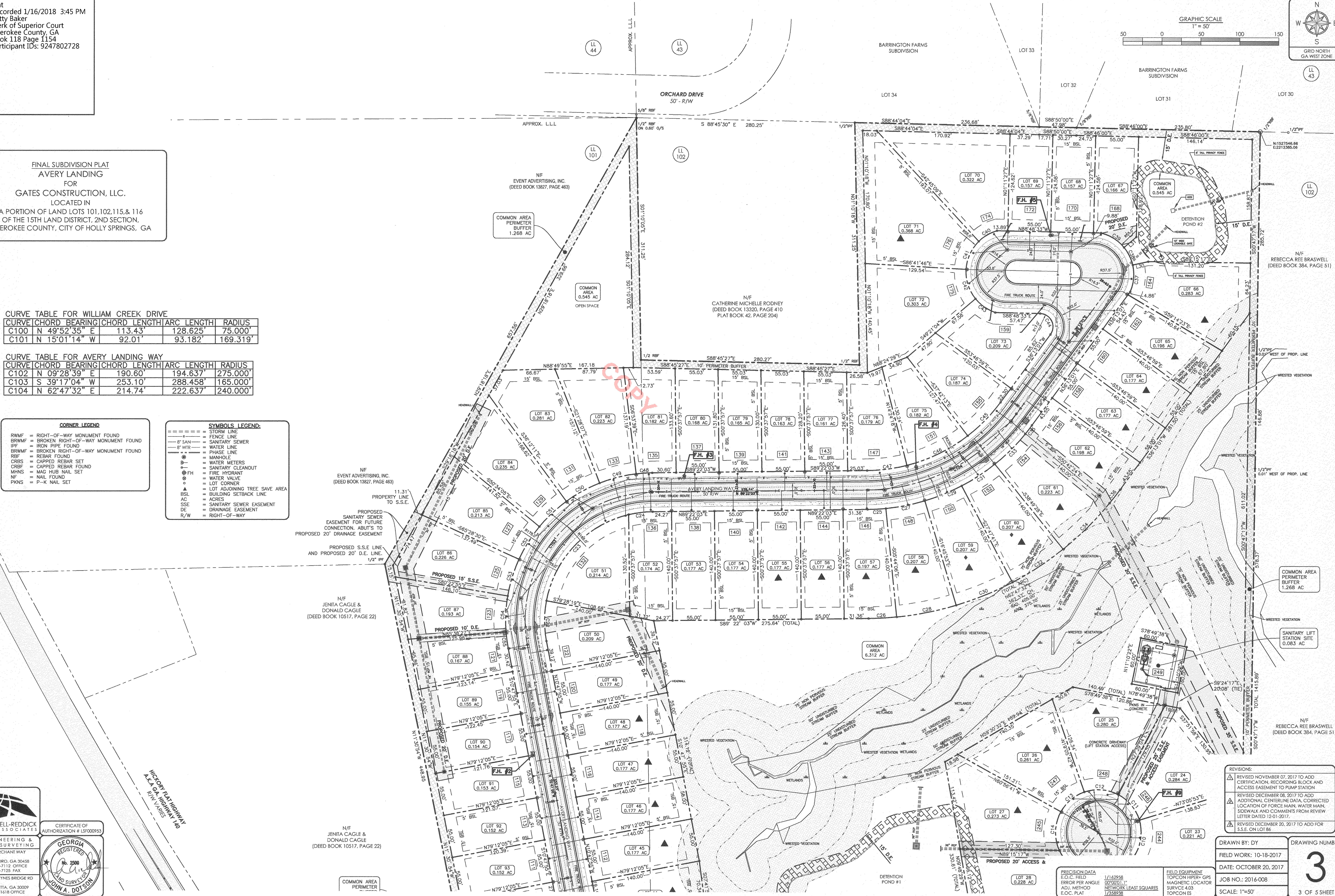
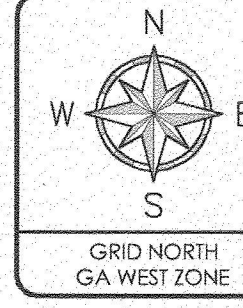
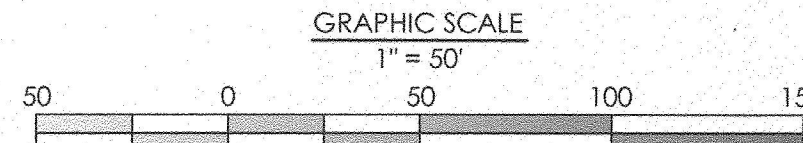


ENGINEERING &
LAND SURVEYING
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(912) 489-7125 FAX
11605 HAYNES BRIDGE RD
SUITE 475
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE



N/F
JENITA CAGLE &
DONALD CAGLE
(DEED BOOK 10517, PAGE 22)

COMMON AREA
PERIMETER



REVISIONS:
REVISED NOVEMBER 07, 2017 TO ADD
CERTIFICATION, RECORDING BLOCK AND
ACCESS EASEMENT TO PUMP STATION
REVISED DECEMBER 08, 2017 TO ADD
ADDITIONAL CENTERLINE DATA, CORRECTED
LOCATION OF FORCE MAIN, WATER MAIN,
SIDEWALK AND COMMENTS FROM REVIEW
LETTER DATED 12-01-2017.
REVISED DECEMBER 20, 2017 TO ADD FOR
S.S.E. ON LOT 86

DRAWN BY: DY
FIELD WORK: 10-18-2017
DATE: OCTOBER 20, 2017
JOB NO.: 2016-008
SCALE: 1"=50'
DRAWING NUMBER
3
3 OF 5 SHEET

PRECISION DATA
E.O.C. FIELD
ERROR PER ANGLE
ADJ. METHOD
E.O.C. PLAT
1/142958
00°00'01.1"
NETWORK LEAST SQUARES
1/358938

FIELD EQUIPMENT
TOPCON HIRTA GPS
MAGNETIC LOCATOR
SURVE 4.03
TOPCON ES

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO CLOSE THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) IV GRANT REVENUE ACCOUNT AT SOUTH STATE BANK

WHEREAS, the City of Holly Springs no longer has a need to have a Special Purpose Local Option Sales Tax (SPLOST) IV Grant Revenue account at South State Bank; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to close such account.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Holly Springs, Georgia that the City Manager and/or Finance Director are hereby authorized to close the Special Purpose Local Option Sales Tax (SPLOST) IV Grant Revenue account at South State Bank.

SO RESOLVED THIS 19th DAY OF JULY 2021.

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk

(Seal)

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO ESTABLISH A FUND CALLED THE AMERICAN RESCUE PLAN (ARP) ACT OF 2021 FUND; TO AUTHORIZE THE FINANCE DIRECTOR TO MANAGE SAID FUND

WHEREAS, the City of Holly Springs has a need to establish a new fund for the purpose of receiving grant proceeds under the ARP Act of 2021 and recording disbursements pursuant to the requirements of the ARP Act of 2021: and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to authorize the City Manager and City Clerk to approve expenditures from the fund; and

WHEREAS, the ARP Act of 2021 Fund will provide for accounting of all resources according to the City of Holly Springs Financial Management Policy and in compliance with Generally Accepted Accounting Principles (GAAP).

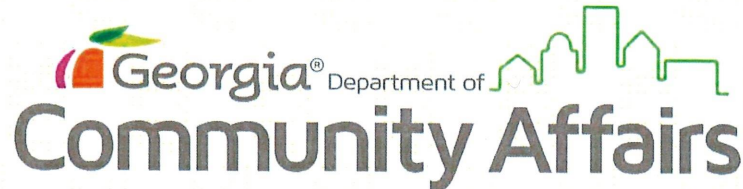
NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs that the Finance Director is hereby authorized to establish an ARP Act of 2021 Fund, and that the City Manager and City Clerk are hereby authorized to manage the aforementioned Fund.

SO RESOLVED THIS 8th DAY OF JULY 2021.

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)



GUIDANCE FOR LOCAL GOVERNMENT FINANCE OFFICIALS
AMERICAN RECOVERY PLAN (ARP) ACT LOCAL FISCAL RECOVERY FUNDS
UNIFORM CHART OF ACCOUNTS AMENDMENT 4.2

JUNE 2021

In accordance with the American Rescue Plan (ARP) Act of 2021, Local Fiscal Recovery Funds will be made available to local governments in the United States, including municipal, county, and consolidated governments in Georgia.

The United States Department of the Treasury has provided guidance (May 17, 2021) on the appropriate handling and accounting of these funds and it is necessary to make an amendment to the UCOA for local governments in Georgia to maintain compliance with federal guidance and the highest level of transparency in the handling of these funds.

Following consultation with stakeholders and authorization by the Commissioner of the Department of Community Affairs and State Auditor for immediate use, the following amendment has been made to the UCOA Fund and Revenue Classification (underline indicates added language):

Government Fund Types

200

Special Revenue Funds

230

American Rescue Plan (ARP) Act of 2021 Local Fiscal Recovery Funds

Accounts for all Local Fiscal Recovery Funds received by the local government through the American Rescue Plan (ARP) Act of 2021 (HR1319, 117th Congress; Public Law No. 117-2). This Special Revenue Fund is reserved exclusively for the accounting of these recovery funds, in accordance with guidance from the United States Department of the Treasury.

If a government expends any portion of these ARP proceeds in another fund, the government must report the ARP revenue in this fund first and then transfer the proceeds to the appropriate fund with appropriate documentation. Note that, because of the very specific expenditure, budgeting, and reporting requirements applicable to ARP Local Fiscal Recovery Funds, all receipts, expenditures, and inter-fund transfers of these funds should be accounted for in this fund only.

Eligible transfers of ARP funds to other entities (including state and other local governments) are identified in guidance from the Department of the Treasury (Federal Register, Vol. 86, No. 93, pp. 26786-26824), and should be handled through Special Revenue Fund 230.

Special Revenue Fund 230 must be utilized in accordance with Section 603(c) of ARP Act and guidance from the Department of the Treasury and, barring additional action by Congress, will remain in the UCOA through December 31, 2026.



Revenue Classifications

33

Intergovernmental Revenues

33.2000

Federal Government Transfers (Non-Grant)

33.2100

American Rescue Plan (ARP) Act of 2021 Local Fiscal Recovery Funds

Local Fiscal Recovery Funds received by the local government through the American Rescue Plan (ARP) Act of 2021. This classification is to include any ARP funds received via intergovernmental transfer from State of Georgia or other local government entity, but not to include any non-ARP federal funds received.

Revenue from Classification 33.2100 must be used in accordance with Section 603(c) of ARP Act and guidance from the Department of the Treasury and, barring additional action by Congress, will remain in the UCOA through December 31, 2026.

Special Revenue Fund 230 and Revenue Classification 33.2000/Sub-Classification 33.2100 have been authorized for immediate use. This update will be identified as UCOA Amendment 4.2.

Any questions regarding the Uniform Chart of Accounts for Local Governments in Georgia or annual Report of Local Government Finance should be directed to the Georgia Department of Community Affairs' Office of Research (DCA.Research@dca.ga.gov). Any questions regarding local government audit and reporting requirements should be directed to the Georgia Department of Audits and Accounts' Nonprofit and Local Government Audits Section (locgov@audits.ga.gov).



**AN ORDINANCE OF THE CITY OF HOLLY SPRINGS, GEORGIA
APPROVING BUDGET AMENDMENTS FOR THE FISCAL YEAR 2021
BUDGET FOR THE AMERICAN RESCUE PLAN (ARP) ACT OF 2021 FUND**

WHEREAS, the Mayor and City Council of the City of Holly Springs have prepared a budget for fiscal year 2021 for the American Rescue Plan (ARP) Act of 2021 Fund; and

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

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

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Holly Springs, and it is hereby ordained that the following amendments are approved for the purpose of amending the 2021 fiscal budget:

American Rescue Plan (ARP) Act of 2021 Fund Revenues	\$ 2,883,000
American Rescue Plan (ARP) Act of 2021 Fund Expenditures	\$ (2,883,000)

SO ORDAINED THIS 8th DAY OF JULY, 2021 BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA.

Passed on Reading

CITY OF HOLLY SPRINGS

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)

A RESOLUTION OF THE CITY OF HOLLY SPRINGS MAYOR AND COUNCIL TO OPEN A CITY OF HOLLY SPRINGS AMERICAN RESCUE PLAN (ARP) ACT OF 2021 CHECKING ACCOUNT; TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO MANAGE SAID CHECKING ACCOUNT

WHEREAS, the City of Holly Springs has a need to establish a City of Holly Springs American Rescue Plan (ARP) Act of 2021 Checking Account; and

WHEREAS, the City of Holly Springs plans to utilize this account to receive grant proceeds under the ARP Act of 2021 and record disbursements pursuant to the requirements of the ARPA; and

WHEREAS, it is the desire of the City Council of the City of Holly Springs to authorize the City Manager and City Clerk to manage said Checking Account; and

WHEREAS, it is further the desire of the City Council of the City of Holly Springs that South State Bank be the financial institution with which to open this Checking Account.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs that the City Manager is hereby authorized to open a Checking Account at South State Bank, and that the City Manager and City Clerk are hereby authorized to manage the aforementioned account.

SO RESOLVED THIS 8th DAY OF JULY 2021.

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)

EAST COAST GRADING INCALL OF YOUR GRADING, PAVING,
AND CONCRETE NEEDS.P.O. Box 579
Rutledge, GA 30663
O: 770-266-0505
F: 800-927-1791**PROPOSAL****Date:** 6/11/2021**Customer Name / Address:**City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142**Job Name / Location:**CITY OF HOLLY SPRINGS 2021 LMIG
P.O. Box 990
Holly Springs, GA 30142

Item #	Description	Quantity	Unit	Unit Price	Total
1	Additional Crosswalks	3	EA	\$ 600.00	\$ 1,800.00
		Total		\$	1,800.00

Barricade rental, sawing, striping & coring costs (if necessary) to be billed at East Coast Grading's cost. All in place work to be accurately measured & invoiced accordingly. If required and at the Developer's approval, extra equipment & materials as follows:

Crushed Stone Base.....	\$35.00/ton	Motorgrader.....	\$250.00/hour	Portland Cement.....	\$450.00/ton
Surge Stone.....	\$40.00/ton	Loader.....	\$200.00/hour	Asphalt.....	\$125.00/ton
# 4 Stone.....	\$40.00/ton	Tandem.....	\$125.00/hour		

Notes:

- ** Grade to be +/-, 1/10' by others. Subgrade compaction to be 95% or more and staking by others. Elevation to be 1% or more for proper drainage.
- ** Proposal includes 2 mobilizations. Any additional mobilizations will be billed at a rate of \$1,500.00 each.
- ** If a base Prime Coat is required, add \$1.50 / Sq. Yd.
- ** Asphalt prices are not guaranteed. Asphalt pricing will be adjusted up or down at the time of installation according to the cost of material and hauling.
- ** Payment to be made Net 30 days from invoice date of all draws on materials installed. Net 30 days from paving invoice date.
- ** **PRICING IS VALID FOR 30 DAYS FROM ABOVE DATE.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. This proposal may be withdrawn if not accepted within 30 days. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTED:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Customer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

East Coast Grading, Inc.

Signature: W. KENNELSONDate: 06/11/2021



June 25, 2021

City of Holly Springs
Downtown Development Authority of Holly Springs
PO Box 990
Holly Springs, Ga. 30142

**RE: Bid Acceptance Recommendation
Mixed-Use Sitework and Infrastructure Project
RFB #2021-02**

Dear Mr. Logan,

In reference to this Invitation to Bid, three qualified bids were received and publicly announced on June 17, 2021. Below is the bid tabulation:

• Vertical Earth	\$6,691,191.92
• Magnum Contracting	\$6,744,994.00
• Georgia Development Partners	\$7,515,577.34

Upon review of the bid received, we hereby recommend Vertical Earth ("Contractor") be awarded this bid. As well, we would like to recommend that the line items for "Survey and Layout" be excluded from the Contractor's scope. Below are the amounts for each section of the Project.

• Town Center	\$19,780.00
• City Homes	\$10,645.00
• Townhomes and Depot parking	<u>\$14,918.00</u>
Net Contract Reduction	(\$45,343.00)

This results in an adjusted contract price of: \$6,645,848.92

We recommend that these Survey and Layout services be awarded to Alliance Surveying, Inc. for the sum of \$57,250.00 as part of its overall scope to provide survey and layout, asbuilt and final plat services for the Project for better project continuity.

Regards,

A handwritten signature in blue ink, appearing to read "CDH", is written over a faint, larger blue signature that appears to read "Charles D. Heiser, Jr.".

Charles D. Heiser, Jr.
Manager
Stonecrest Homes GA, LLC

TOWN CENTER

Item No.	Description	1 Vertical Earth	2 Magnum Contracting	3 Ga Development Partners
1	General Conditions	\$ 207,087.49	\$ 145,493.00	\$ 167,523.29
	Demolition, Clearing, Grubbing and			
2	Hauling Offsite	\$ 71,024.25	\$ 145,393.00	\$ 29,941.15
3	Site Walls Complete	\$ 1,151,139.15	\$ 981,268.00	\$ 1,364,092.60
4	Grading Complete	\$ 595,215.94	\$ 630,625.00	\$ 1,039,789.64
5	Sanitary Sewer	\$ 587,704.00	\$ 554,940.00	\$ 430,464.77
6	Storm System	\$ 556,082.05	\$ 573,650.00	\$ 523,795.56
7	Water System	\$ 304,396.41	\$ 300,234.00	\$ 442,143.85
8	Erosion Control and Maintenance	\$ 189,142.44	\$ 279,532.00	\$ 208,440.32
9	Curb, Handicap Ramps and Flatwork	\$ 356,790.16	\$ 187,927.00	\$ 374,018.83
10	Paving, Markings and Signage	\$ 778,087.32	\$ 683,863.00	\$ 727,665.66
11	Survey and Layout	\$ 19,780.00	\$ 35,593.00	\$ 50,292.47
	Subtotal - Town Center	\$ 4,816,449.21	\$ 4,518,518.00	\$ 5,358,168.14

CITY HOMES

1	General Conditions	\$ 34,514.59	\$ 53,797.00	\$ 64,427.54
	Demolition, Clearing, Grubbing and			
2	Hauling Offsite	\$ 31,221.67	\$ 47,760.00	\$ 55,583.43
3	Site Walls Complete			
4	Grading Complete	\$ 72,303.74	\$ 178,672.00	\$ 241,359.12
5	Sanitary Sewer	\$ 127,176.00	\$ 127,702.00	\$ 212,238.09
6	Storm System	\$ 188,177.74	\$ 68,912.00	\$ 94,864.67
7	Water System	\$ 85,156.96	\$ 72,173.00	\$ 80,162.90
8	Erosion Control and Maintenance	\$ 61,312.27	\$ 98,407.00	\$ 93,275.90
9	Curb, Handicap Ramps and Flatwork	\$ 46,697.17	\$ 40,041.00	\$ 96,585.99
10	Paving, Markings and Signage	\$ 166,563.00	\$ 137,085.00	\$ 281,156.63
11	Survey and Layout	\$ 10,645.00	\$ 18,963.00	\$ 22,567.50
	Subtotal - City Homes	\$ 823,768.14	\$ 843,512.00	\$ 1,242,221.77

TOWNHOMES AND DEPOT PARKING

1	General Conditions	\$ 34,514.59	\$ 57,571.00	\$ 63,914.51
	Demolition, Clearing, Grubbing and			
2	Hauling Offsite	\$ 47,576.72	\$ 61,890.00	\$ 56,875.07
3	Site Walls Complete	\$ 20,079.56	\$ 23,957.00	
4	Grading Complete	\$ 115,054.05	\$ 346,878.00	\$ 231,020.73
5	Sanitary Sewer	\$ 183,904.00	\$ 249,455.00	\$ 98,066.21
6	Storm System	\$ 108,213.08	\$ 92,538.00	\$ 69,152.96
7	Water System	\$ 89,634.72	\$ 85,979.00	\$ 79,036.34
8	Erosion Control and Maintenance	\$ 63,607.65	\$ 126,036.00	\$ 87,298.33
9	Curb, Handicap Ramps and Flatwork	\$ 65,694.82	\$ 73,243.00	\$ 52,186.10
10	Paving, Markings and Signage	\$ 307,777.38	\$ 246,454.00	\$ 154,213.52
11	Survey and Layout	\$ 14,918.00	\$ 18,963.00	\$ 23,423.66
	Subtotal Townhomes	\$ 1,050,974.57	\$ 1,382,964.00	\$ 915,187.43

GRAND TOTAL	\$	6,691,191.92	\$	6,744,994.00	\$	7,515,577.34
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Town Center	Survey and Layout	\$ (19,780.00)	\$ (35,593.00)	\$ (50,292.47)
City Homes	Survey and Layout	\$ (10,645.00)	\$ (18,963.00)	\$ (22,567.50)
Townhomes and Depot Parking	Survey and Layout	\$ (14,918.00)	\$ (18,963.00)	\$ (23,423.66)
	Net Total	\$ 6,645,848.92	\$ 6,671,475.00	\$ 7,466,141.03



Alliance Surveying

299 S Main Street, Suite A

Alpharetta Georgia 30009

Proposal 0259

Proposal Date : 6/29/2021

SITE: Holy Springs Mixed-Use Project

Mr. David Edwards,

Alliance Surveying, LLC ("AEP") appreciates the opportunity to provide this proposal to you ("client"). AEP proposes the following scope of services.

#	Item & Description	Amount
1.	Control/Setup.....	\$ 8,500
	If control is not provided Alliance will establish control/benchmarks around the subject property to be the basis of the staking for the tasks below. This will include verifying boundary and elevation data as shown on the plans.	
2.	Construction Staking Services (Town Center Tract)	\$ 32,500
	Alliance will stake:	
	LOD-2 Back of Curb offsets w/ grades-6 Stake Amphitheater-2 Parking Deck-2 Storm Structures-5 Rough Grade Stakes (3 trips to site) Stake Retail building pads for grade-1 Retaining Walls-5 Water Structures-3 Stake Outparcel Corners-1 Stake City Hall Corners for Grade-1	
3.	Pond As-builts (Town Center Tract)	\$ 3,500
	Alliance will perform an as-built survey of the ponds once construction of said ponds are complete. This price includes two trips for ponds due to any necessary cleanup required during the as-built process.	
4.	Utility As-builts and Plat Creation and Submittal (Town Center Tract)	\$ 14,500
	Alliance will provide the Storm, Sewer, and Water As-builts that will be required by the Municipality for approval. Alliance will also produce one plat that created the proposed parkway right of way along with the outparcels as shown on the site plan provided for proposals. This task includes the setting of all corners along with time required for the submittal and recording of said plat. This task does not include and application/permit/or recording fees. Those shall be billed at cost +20% unless paid directly by the client prior to submittal.	
5.	Construction Staking Services (City Homes).....	\$ 12,500
	Alliance will stake:	
	LOD Water Structures Stake Retail building pads for grade Retaining Walls Sewer Structures and Laterals Back of Curb offsets w/ grades Stake City Hall Corners for Grade Paint Lot Lines on Curb Storm Structures Rough Grade Stakes (1 trip to site) Parking Deck Set Corners	
6.	Pond As-builts (Townhomes)	\$ 3,500
	Alliance will perform an as-built survey of the ponds once construction of said ponds are complete. This price includes two trips for ponds due to any necessary cleanup required during the as-built process.	

7. Utility Asbuilts and Final Plat (City Homes- 30 units) \$ 9,000

Alliance will locate and create the necessary Storm, Sewer, and Water Asbuilts to be approved by the governing municipality and will also produce the required final plat. This task includes submittal and revisions as required for approval. This task does not include and application/permit/or recording fees. Those shall be billed at cost +20% unless paid directly by the client prior to submittal.

8. Construction Staking Services (Townhomes- 35 units) \$ 12,250

Alliance will stake:

LOD	Sewer Structures and Laterals	Storm Structures
Water Structures	Back of Curb offsets w/ grades	Rough Grade Stakes (1 trip to site)
Stake Retail building pads for grade	Stake City Hall Corners for Grade	Parking Deck
Retaining Walls		

9. Utility Asbuilts and Final Plat (Townhomes- 35 units) \$ 8,050

Alliance will locate and create the necessary Storm, Sewer, and Water Asbuilts to be approved by the governing municipality and will also produce the required final plat. This task includes submittal and revisions as required for approval. This task does not include and application/permit/or recording fees. Those shall be billed at cost +20% unless paid directly by the client prior to submittal.

10. Assorted Exhibits and Legal Descriptions/Additional Services..... \$ 8,000 T&M

TOTAL FIXED FEE \$104,300
TIME AND MATERIALS \$8,000

Notes

If this proposal is found to be acceptable, please sign and date the last page and return to AEP. Please note that if any of the above items are not desired that they may be stricken from this proposal without penalty.

Reimbursable expenses will be billed as shown in Attachment B. AEP will give notice if additional services are required and obtain the client's authorization before proceeding. AEP will submit invoices for services performed and reimbursable expenses as incurred. Payment in full is due upon receipt of the invoice and is past due thirty (30) days from the invoice date.

FUNDAMENTAL ASSUMPTIONS

This Agreement and the fees are subject to the following fundamental assumption:

- a) The client is assumed to have permission to grant access to the property. By signing this proposal the client is granting AEP permission to access the property.

Terms & Conditions

ATTACHMENT "A"

PARTIES AND SCOPE OF WORK: Alliance Engineering + Planning, LLC (hereafter referred to as "AEP") shall include said company or affiliate performing the work. "Work" means the specific architectural, civil engineering, land planning, land surveying or other service to be performed by AEP as set forth in AEP's proposal, the client's acceptance thereof and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by AEP. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for the clients' intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of AEP's work. AEP shall have no duty or obligation to any third party greater than that set forth in AEP's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from AEP shall constitute acceptance of the terms of AEP's proposal and these General Conditions.

ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for AEP to perform the work. AEP shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, AEP has not included in its fee the cost of restoration of damage which may occur. If client desires or requires AEP to restore the site to its former condition, upon written request AEP will perform such additional work as is necessary to do so and client agrees to pay to AEP the cost thereof.

CLIENT'S DUTY TO NOTIFY ARCHITECT/ENGINEER: Client represents and warrants that he has advised AEP of any known or suspected hazardous materials, utility lines and pollutants at any site at which AEP is to do work hereunder, and unless AEP has assumed in writing the responsibility of locating subsurface or latent conditions, client agrees to indemnify and save AEP harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to AEP's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to AEP by client.

PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay AEP's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Failure to make payments within 30 days of invoice shall constitute a release of AEP from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

CLIENT agrees to pay all permitting and submittal fees for project.

TERMINATION: This agreement may be terminated by either party upon seven day's prior written notice in the event of termination. AEP shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place AEP's files in order and/or protect its professional reputation.

INDEMNITY: Subject to the foregoing limitations, AEP agrees to indemnify and hold client harmless from and against any and all claims suits costs and expenses including reasonable attorney's fees and court costs arising out of AEP's negligence to the extent of AEP's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against AEP, the party initiating such action shall pay to AEP the costs and expenses incurred by AEP to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that AEP shall prevail in such suit.

WITNESS FEES: AEP's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay AEP's legal expenses, administrative costs and fees pursuant to AEP's then current fee schedule for AEP to respond to any subpoena.

LIMIT OF LIABILITY: The CLIENT agrees to limit AEP's liability to the CLIENT and to all construction Contractors and Subcontractors on the project, arising from AEP'S negligent acts, errors or omissions, such that the total aggregate liability of AEP to all those names shall not exceed the AEP'S total fee for services rendered on this project. AEP will not be liable for past deficiencies or violations that may have occurred onsite. The CLIENT further agrees to require the contractor and his subcontractors an identical limitation of AEP liability for damages suffered by the contractor or subcontractor arising from the AEP'S negligent acts, errors or omissions.

OWNERSHIP OF MATERIALS: All drawings, plans, maps, photographs, data, and copies thereof remaining in AEP's possession are the property of AEP and subject to its sole discretionary control. AEP reserves all of its rights in any drawings, plans, photographs, and data and copies thereof furnished to Client or to others and may preserve its rights under Federal Copy Right Law. Any further use of this data is subject to separate renegotiation and fee. Any special requirements as to form or content of the instruments of service (including, plans drawings, and specifications) must be agreed to in advance and specified in this Contract.

DELAYS BEYOND THE CONTROL OF AEP: It is agreed that events which are beyond the control of AEP may occur which may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by AEP is delayed beyond their control, AEP shall notify the Client of such delay and the reasons therefore, and the Client shall extend the time of performance appropriately. AEP is not

6095 Atlanta Hwy, Suite 100 Flowery Branch, Georgia 30009

(M) 334.360.4197 info@aepatl.com

liable for damages caused by delays in performance of the services which arise from events beyond its reasonable control.

ABANDONED OR SUSPENDED WORK: Nothing in this Contract or in any document, report or opinion of AEP shall infer or imply that AEP's services will be furnished on a contingent basis. If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by AEP, AEP shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension. This document and attachments represent the entire Contract between the parties. If fully executed and Contract is delivered to AEP more than Thirty(30)days after date first appearing hereon, terms are subject to revision or acceptance by AEP.

INWITNESS WHEREOF the parties hereto have made and executed this Contract as of the date first above written. The invalidity of any portion of this Contract shall not affect the validity or enforceability of any other portion.

ENTIRE AGREEMENT: In the event any of the provisions of these general conditions would be found unenforceable, it shall be stricken and the remaining provisions shall be enforceable. This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be modified in writing, signed by each of the parties hereto.

ATTACHMENT "B"

HOURLY BILLING RATES

Category

Principal:	\$175 Hourly Rate
Sr. Land Surveyor (PLS):	\$150 Hourly Rate
1 Man Survey Crew:	\$103 Hourly Rate
2 Man Survey Crew :	\$150 Hourly Rate
Sr. CADD Technician :	\$100 Hourly Rate
CADD Technician :	\$75 Hourly Rate
Mileage:	IRS rate <i>currently \$0.58 per mile</i>

Reimbursable Expenses (additional 20% covers administrative and financing expenses incurred)

Courier and Delivery	Cost plus 20%
Other out-of-pocket expenses	Cost plus 20%

(Plan Review and Permitting Fees are to be paid directly by the Client unless other arrangements are made in writing)

Other Services

Large format Printing, Copies, And Reprographics	\$0.35 per square foot
--	------------------------

All of the above rates are subject to change after December 31 of this calendar year.

Authorized by

Date

Respectfully submitted,
Alliance Surveying, LLC



David L. Anderson, P.L.S., P.S.M.
Principal

Survey Services Comparison

Description	Alliance	SEI	Vertical Earth
Control/Setup	\$ 8,500.00		
Town Center - Construction Staking	\$ 32,500.00	\$ 80,000.00	\$ 19,780.00
Town Center - As-builts and Final Plat	\$ 14,500.00	\$ 56,000.00	
Town Center - Pond As-builts	\$ 3,500.00	\$ 3,000.00	
City Homes - Construction Staking	\$ 12,500.00	\$ 25,000.00	\$ 10,645.00
City Homes - As-builts and Final Plat	\$ 9,000.00	\$ 25,000.00	
Townhomes - Construction Staking	\$ 12,250.00	\$ 25,000.00	\$ 14,918.00
Townhomes - As-builts and Final Plat	\$ 8,050.00	\$ 35,000.00	
Townhomes - Pond As-builts	\$ 3,500.00	\$ 3,000.00	
Additional Services (T&M)	\$ 8,000.00	\$ 10,000.00	
Total	\$ 112,300.00	\$ 262,000.00	\$ 45,343.00

Maintenance Proposal

Date	6/28/2021
Proposal #	21390

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

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

Subdivision/Lot
Detention Pond B-2

Months	Frequency	Description	Price	Total
1	Quartley	Weedeat Detention Pond and Chemical Treat Pinestraw at pond near 351 Walnut Street	350.00	1,400.00

Total	\$1,400.00
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If accepted, please sign and return a copy to Twin Oaks Landscape

SIGNATURE: _____

PROPOSAL for: Pond Maintenance--City of Holly Springs

Hutcheson Horticultural Co.
400 Arnold Mill Way
Woodstock , GA. 30188
Phone: (770) 924-1001
Fax: (770) 926-1855

Prepared for: David Edwards by: Travis Spilker

To:

City Of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

(404) 518-2750

Project :

Pond Maintenance--City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

(404) 518-2750

Project Information:

Job #: 42711M
Type::
Location: Holly Springs
Job Ready:

Description of Materials and Work to be Performed:

Description	Quantity	Unit of Measure	Unit Price	Total Price
<u>Pond Maintenance--January</u>				
Crew Hour Labor Weed eat all weeds/saplings inside detention pond fence.	4	ea	125.00	500.00
Round-up application Apply herbicide to kill weeds in pine straw area adjacent to 151 Walnut Street.	1	ea	50.00	50.00
Total for: Pond Maintenance--January				\$550.00
<u>Pond Maintenance--April</u>				
Crew Hour Labor Weed eat all weeds/saplings inside detention pond fence.	4	ea	125.00	500.00
Round-up application Apply herbicide to kill weeds in pine straw area adjacent to 151 Walnut Street.	1	ea	50.00	50.00
Total for: Pond Maintenance--April				\$550.00
<u>Pond Maintenance--July</u>				
Crew Hour Labor Weed eat all weeds/saplings inside detention pond fence.	4	ea	125.00	500.00
Round-up application Apply herbicide to kill weeds in pine straw area adjacent to 151 Walnut Street.	1	ea	50.00	50.00
Total for: Pond Maintenance--July				\$550.00
<u>Pond Maintenance--October</u>				
Crew Hour Labor Weed eat all weeds/saplings inside detention pond fence.	4	ea	125.00	500.00
Round-up application Apply herbicide to kill weeds in pine straw area adjacent to 151 Walnut Street.	1	ea	50.00	50.00
Total for: Pond Maintenance--October				\$550.00
Total:				\$2,200.00

PROPOSAL for: Pond Maintenance--City of Holly Springs

Hutcheson Horticultural Co.
400 Arnold Mill Way
Woodstock , GA. 30188
Phone: (770) 924-1001
Fax: (770) 926-1855

Prepared for: David Edwards by:

To:

City Of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

(404) 518-2750

Project :

Pond Maintenance--City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

Project Information:

Job #: 42711M
Type::
Location:
Job Ready:

Description of Materials and Work to be Performed:

Description	Quantity	Unit of Measure	Unit Price	Total Price
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By your signature, you agree to the following terms and conditions:

- 1)The above prices, specifications and conditions are satisfactory and hereby accepted. Any additional work to the above contract is required to be invoiced in addition to stated estimate. Payment of any "change order" will be made upon receipt of invoice. Payment of this contract will be made on receipt of invoice unless otherwise stated. Incremental billing may be done on multiple day jobs. Incremental billing will be due upon receipt of invoices. All invoiced work is subject to terms and conditions.
- 2)Utilities will be marked. Hutcheson Horticultural Co. will not be responsible for damage to underground or unseen mechanical systems. (i.e. irrigation, drainage, wiring, etc.) Every precaution will be taken not to damage any existing system.
- 3)All plant material will be installed in a live and viable condition. . No warranty for livability or productivity past 90 days from installation unless otherwise stated. Warranty claims must be submitted to Hutcheson Horticultural Co. by the property owner prior to the end of the warranty period. Material replacement will be made one time at the discretion of Hutcheson Horticultural Co.. All invoices and account balances must be paid in full prior to warranty consideration. No warranty on annuals, perennials, grassing, seeding, or transplants, all other service concerns to be handled on a situational basis. No warranty on material as a result of theft, vandalism, vehicle damage, weather phenomena, or other conditions beyond our control.
- 4)Work crews will arrive at the job site unannounced unless otherwise noted herein. Hutcheson Horticultural Co. shall attempt to meet all performance dates, but shall not be liable for damages due to delays. The customer shall not be relieved of his/her responsibility because of delays.
- 5)Work crews cannot make changes or alterations to the contract, only your sales representative or a member of management is authorized to handle changes.
- 6)Notification of postponement or cancellation by the customer must be received in our office before the crews arrive on site or charges for travel will be invoiced.
- 7)Minor incidental damage to driveways, sidewalks and turf areas will be minimized, but may occur.
- 8)Hutcheson Horticultural Co. is insured for liability and Workers Compensation Insurance covers all of its employees.
- 9)**Payment Policy:** Payment of this contract will be due upon receipt of invoice. We accept Cash, Checks, Mastercard and Visa Credit Cards. All Credit Card payments will have a 3% convenience fee added to the total invoice amount. Payment not received within 15 days will be considered past due. All past due invoices will be assessed a late payment fee of 1.5% (18% APR) on remaining balances. Should any sum be collected by or through an outside source, the customer is responsible for all cost associated with the collection including but not limited to attorney fees and court cost.
- 10)This proposal may be withdrawn by Hutcheson Horticultural Co. if not accepted within 30 days.

Proposal Accepted by: _____ Date: _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA; CALLING FOR A SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE CHEROKEE COUNTY SPECIAL ELECTION; SETTING FORTH THE MANNER OF QUALIFICATION; NAMING THE DATE OF SAID ELECTION; PROVIDING FOR CLOSURE OF VOTER REGISTRATION; PROVIDING FOR QUALIFICATION FEES, AND FOR OTHER PURPOSES

WHEREAS, the Special Election to be held in conjunction with the Cherokee County Special Election for the City of Holly Springs, Georgia will be held on the 2nd day of November 2021; and

WHEREAS, the purpose of the Special Election is to fill the unexpired term of the Council Ward 4 seat; and

WHEREAS, all wards are city-at-large positions with geographic residency requirements; and

WHEREAS, all persons desiring to be a candidate for Mayor or Council shall qualify in person at City Hall in the City Clerk's office between 8:30 a.m. and 4:30 p.m., Monday through Wednesday. Qualifying begins on the 16th day of August 2021 and ends the 18th day of August 2021.

WHEREAS, the qualifying fee for Council is \$180, payable to the City of Holly Springs at the time of qualifying; and

WHEREAS, the City of Holly Springs has an Intergovernmental Agreement with the Cherokee County Board of Elections to conduct Municipal Elections. This agreement sets forth the duties of the City Clerk and the Supervisor of the Cherokee County Elections and Registration Office; and

WHEREAS, Absentee, Advance, Early and Saturday Voting will be handled through the office of the Cherokee County Board of Elections; and

WHEREAS, the deadline for Voter Registration for the Election shall be at the close of business on Monday, October 4, 2021; and

BE IT SO RESOLVED, this 8th day of July 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session 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 and Councilwoman Karen Barnett.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, Lieutenant Casey Barton, Lieutenant Greg Clyburn, Lieutenant Mike Hales, Sergeant Jeff Lance, Sergeant Travis Palmer, Sergeant Sam Rentz, Sergeant Mike Sheehan, Corporal Mike Adams, Corporal Naveed Babar, Corporal Kyle Bunch, Corporal Patrick Davis, Corporal Cori Hubeli, Officer Marshall Helms, Officer Mike Adams, Officer Conner Burnes, Officer Brandon Boyce, Officer Joe Burson, Officer Andrew Creegan, Officer John Farkas, Officer Dustin Miller, Officer Davis Snyder, Officer Scott Staber, Officer Abigail Summar, Officer Travis Wood, Officer April Van Alstine, and Administrative Assistant Erin Mason.

Mayor Pro Tem Zenchuk called the Work Session to order.

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

No public comment.

Mayor Pro Tem Zenchuk read the 52 Annual Professional Municipal Clerks Week Proclamation.

No action taken.

Councilman Whitaker made a motion to adjourn. Councilwoman Phillips 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 and Councilwoman Karen Barnett.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, Lieutenant Casey Barton, Lieutenant Greg Clyburn, Lieutenant Mike Hales, Sergeant Jeff Lance, Sergeant Travis Palmer, Sergeant Sam Rentz, Sergeant Mike Sheehan, Corporal Mike Adams, Corporal Naveed Babar, Corporal Kyle Bunch, Corporal Patrick Davis, Corporal Cori Hubeli, Officer Marshall Helms, Officer Mike Adams, Officer Conner Burnes, Officer Brandon Boyce, Officer Joe Burson, Officer Andrew Creegan, Officer John Farkas, Officer Dustin Miller, Officer Davis Snyder, Officer Scott Staber, Officer Abigail Summar, Officer Travis Wood, Officer April Van Alstine, and Administrative Assistant Erin Mason.

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

Councilwoman Phillips made a motion to approve the Consent Agenda for May 3, 2021. Councilman Wilbur seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk led the Pinning Ceremony for Chief Tommy Keheley. Chief Keheley was pinned by his wife, Cindy.

Chief Keheley presented Officer Brandon Boyce and Officer Joe Burson with Chief's Commendations.

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

Meeting adjourned.

Respectfully Submitted.

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
May 17, 2021

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

Elected Officials Absent: Councilwoman Karen Barnett.

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

Mayor Miller called the Work Session to order.

Mayor Pro Tem Zenchuk made a motion to amend the Work Session agenda to include an Executive Session for the purpose of litigation at the end of the Work Session and to include discussion of MA-02-2021 rezoning of 4.701 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26 from PDR, Planned Development Residential, to GC, General Commercial. Councilman Whitaker seconded the motion. Motion carried 4-0.

Public Comment

County resident Joy Hurst spoke against MA-02-2021 citing traffic concerns.

City resident Dave Wilkerson spoke against MA-02-2021 citing traffic concerns.

County residents Phil & Mary Beth Smith spoke against MA-02-2021 citing traffic concerns, proposed setbacks for future expansion of Georgia Highway 140, design consistency with findings from the Hickory Flat Area study, and nature preservation.

City resident Sarah Steinberg-Beacon spoke against MA-02-2021 citing concerns about the appropriateness of the type of development proposed for the area in regards to traffic, parking, and utilities, specifically, the reliability of electricity should the proposed development be approved.

County resident Alan Kumin declined to speak.

County resident Gary Morris declined to speak.

County resident John Kuykendall spoke against MA-02-2021 citing traffic concerns.

Mayor Pro Tem Zenchuk made a motion to table Item A, Discuss an Intergovernmental Agreement for Implementation of Service Delivery Strategy among Cherokee County, Georgia and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock, until after Executive Session. Councilman Wilbur seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Meeting adjourned.

City of Holly Springs
City Council Business Meeting Minutes
May 17, 2021

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

Elected Officials Absent: Councilwoman Karen Barnett.

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

Mayor Miller called the Business Meeting to order.

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

Consent Agenda

1. April 12, 2021 Council Work Session and Special Called Meeting Minutes
2. April 19, 2021 Council Work Session and Business Meeting Minutes
3. A resolution to accept a grant from the American Rescue Plan Act administered by the Governor's Office of Planning and Budget and authorizing the City Manager and/or Finance Director to act in all matters pertaining to the City of Holly Springs' participation in the grant funding from the American Rescue Plan Act
4. Fifth Amendment of the Workforce Innovation and Opportunity Contract No. WD1814.5 between the Atlanta Regional Commission and the City of Holly Springs, Georgia and authorize the Mayor to execute the contract
5. Revised invoice #17492 from Cowan Signs, Inc. for the construction of the southern City of Holly Springs Gateway Monument Sign in an amount not to exceed \$20,959
6. 2021/2022 Memorandum of Understanding among the Holly Springs Downtown Development Authority, the Economic Development Director, and the City of Holly Springs, Georgia and authorize and ratify the City Manager's execution of the Memorandum of Understanding
7. Quote #29428 and agreement between the City of Holly Springs Granite Telecommunications, LLC in an amount not to exceed \$20,220

8. Service Agreement between Rogers Mechanical Contractors, Inc. and the City of Holly Springs, Georgia in an amount not to exceed \$3,256 and authorize the Mayor to execute the agreement
9. The release of the Spring Meadows Phase 1 Performance Bond No. SU1157976
10. Submitting the draft Fire Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia to the Cherokee County Board of Commissioners for their consideration
11. A Stormwater Facility Maintenance Agreement between Marble Quarry Manors, LLC and the City of Holly Springs, Georgia
12. A Stormwater Facility Maintenance Agreement between 120 Hickory Springs Industrial Drive, LLC and the City of Holly Springs, Georgia
13. A Stormwater Facility Maintenance Agreement between Taylor Morrison or Georgia, LLC and the City of Holly Springs, Georgia
14. A Stormwater Facility Maintenance Agreement between JR Holly Springs LLC and the City of Holly Springs, Georgia
15. A Stormwater Facility Maintenance Agreement between FSGA Holly Commons, LLC and the City of Holly Springs, Georgia
16. A Stormwater Facility Maintenance Agreement between DD HSP, LLC and the City of Holly Springs, Georgia
17. A Stormwater Facility Maintenance Agreement between Bright-Meyers-Sasser Storage II, LLC and the City of Holly Springs, Georgia
18. A Stormwater Facility Maintenance Agreement between Wilsons Classic Homes, LLC and the City of Holly Springs, Georgia
19. A Stormwater Facility Maintenance Agreement between Meritage Homes of Georgia and the City of Holly Springs, Georgia

Mayor Pro Tem Zenchuk made a motion to approve the May 17, 2021 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk made a motion to approve MA-02-2021, rezoning of 4.701 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26 from PDR, Planned Development Residential, to GC, General Commercial. Councilman Whitaker seconded the motion.

Mayor Pro Tem Zenchuk amended his motion to approve MA-02-2021 rezoning of 4.701 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26 from PDR, Planned Development Residential, to GC, General Commercial with staff stipulations as described in Rezoning Ordinance MA-02-2021 and to also include a stipulation that no drive-thru pick up windows shall be permitted without Georgia Department of Transportation (GDOT) approval and installation of a right turn lane in, and a center left turn lane in off of Hickory Flat Highway into the subject property and White Columns Boulevard. It is understood that GDOT may make modifications and or adjustments to the configuration of these lanes' final design, but a general depiction is attached to this zoning reference.; Item 6: The 50' undisturbed stream buffer shall be enforced. In addition, vegetative screening shall be installed within the 25' impervious stream buffer. If additional plantings are deemed necessary, plant material shall be provided as approved by the City Arborist.; Item 7: The 50' undisturbed stream buffer shall be enforced. In addition, vegetative screening shall be installed within the 25' impervious stream buffer. If additional plantings are deemed necessary, plant material shall be provided as approved by the City Arborist.; Item 7: Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers. All buffers and vegetative screening shall be enhanced as necessary to provide appropriate screening.; Item 8: Trash pick-up and all deliveries shall be conducted no earlier than 7:00 a.m. and no later than 8:00 p.m. Councilman Whitaker seconded the motion. Motion carried 3-1. Councilman Wilbur opposed.

Mayor Pro Tem Zenchuk made a motion to approve CUP-01-2021, a conditional use permit for a Multi-Tenant Building for property located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 134 of tax plat 15N26 with staff stipulations as described in CUP-01-2021. Councilman Whitaker seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk made a motion to enter into Executive Session for the purpose of litigation. Councilman Whitaker seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk made a motion to return from Executive Session. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk made a motion to table an Intergovernmental Agreement for Implementation of Service Delivery Strategy among Cherokee County, Georgia and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock. Councilman Whitaker seconded the motion. Motion carried 4-0.

Finance Director Denise Lamazares announced that the April financial report was in the packet.

Chief Keheley announced that the Badges and Blues event would take place at J.B. Owens Park on May 22, 2021.

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

Meeting adjourned.

Respectfully Submitted.

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
TECHNICAL ADVISORY COMMITTEE OF THE CHEROKEE COMPREHENSIVE
TRANSPORTATION PLAN; AND FOR OTHER PURPOSES**

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

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

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

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

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

WHEREAS, the following board and commission nominees have agreed to be appointed to the Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan:

Member	Board/Commission
Jacob Hughes	Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan
Nancy Moon	Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Technical Advisory Committee of the Cherokee Comprehensive Transportation Plan members are hereby appointed.

SO RESOLVED THIS 8th DAY OF JULY, 2021

Michael Roy Zenchuk, II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
CITIZEN ADVISORY COMMITTEE OF THE CHEROKEE COMPREHENSIVE
TRANSPORTATION PLAN; AND FOR OTHER PURPOSES**

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

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

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

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

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

WHEREAS, the following board and commission nominees have agreed to be appointed to the Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan:

Member	Board/Commission
Eric Rein	Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Citizen Advisory Committee of the Cherokee Comprehensive Transportation Plan members are hereby appointed.

SO RESOLVED THIS 8TH DAY OF JULY, 2021

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)

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

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

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

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

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

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

WHEREAS, the following board and commission nominees have agreed to be appointed to the Tree Commission:

Member	Board/Commission	Term Length	Term Expiration
Alex Gray	Tree Commission	1	12/21

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

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

SO RESOLVED THIS 8th DAY OF JULY, 2021

Michael Roy Zenchuk II, Mayor Pro Tem

Attest:

Karen Norred, City Clerk
(Seal)



COUNCIL AGENDA REPORT

FROM: Karen Norred

CC: City Clerk
Public Information

SUBJECT: Amendment to the Georgia Municipal Employees Benefits System (GMEBS)
Defined Benefit Plan

DATE: June 3, 2021

COUNCIL MEETING DATE: June 7, 2021

REPORT-IN-BRIEF

Amend the Georgia Municipal Employees Benefits System (GMEBS) Defined Benefit Plan to increase hours per week eligibility requirement to 40 hours per week.



RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

June 3, 2021

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

Trustees:

Shelly Berryhill
Councilmember, Hawkinsville

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Sam Norton
Mayor, Dahlgene

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Donna Whitener
Mayor, Blue Ridge

Vince Williams
Mayor, Union City

TRANSMITTED VIA E-MAIL
(knorred@hollyspringsga.us)

Ms. Karen Norred
City Clerk
City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142-0990

RE: City of Holly Springs Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Increase Hours per Week Eligibility Requirement to 40 Hours per Week

Dear Ms. Norred:

Per the City's request, enclosed please find a draft Adoption Agreement for the City of Holly Springs' Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan increases the hour per week eligibility requirement to 40 hours per week. This change only applies to regular employees who are initially employed or reemployed on or after June 22, 2021. Current employees who were initially employed or reemployed between May 1, 2011 and June 22, 2021 will remain subject to the 30 hour per week eligibility requirement provided they do not terminate and become reemployed. Current employees who were employed prior to May 1, 2011 will remain subject to the 20 hour per week edibility requirement provided they have not become reemployed since May 1, 2011 and do not terminate and become reemployed in the future (see Adoption Agreement pp. 6-7).

The Adoption Agreement provides that the amended Plan document will become effective June 22, 2021. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Please note that GMEBS will not sign an Adoption Agreement that has been edited by the City. If changes are needed to the draft document, please let us know before the City approves it.

If the draft Adoption Agreement is acceptable as drafted, please have the designated representatives sign and date where indicated (p. 37). Following execution please email a scanned copy of the entire document to Gina Gresham at rgresham@gacities.com.

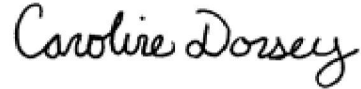
Ms. Karen Norred

June 3, 2021

Page 2

Please feel free to contact me at (678) 686-6236 or cdorsey@gacities.com with any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Caroline Dorsey". The script is cursive and fluid, with the first name "Caroline" written in a larger, more prominent hand than the last name "Dorsey".

Caroline Dorsey
Associate General Counsel

Encl.

C: Mr. Robert Dyer, City Attorney, City of Holly Springs (w/ encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Holly Springs

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Holly Springs, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Holly Springs, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Holly Springs, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Holly Springs, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 990, Holly Springs, GA 30142-0990**
Phone: **(770) 345-5536**
Facsimile: **(770) 345-0209**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: **City Manager**
Address: **P.O. Box 990, Holly Springs, GA 30142-0990**
Phone: **(770) 345-5536**
Facsimile: **(770) 345-0209**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **City Clerk**

Address: **P.O. Box 990, Holly Springs, GA 30142-0990**

Phone: **(770) 345-5536**

Facsimile: **(770) 345-0209**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to increase the minimum number of hours per week eligibility requirement to 40 hours per week for Eligible Regular Employees who are initially employed or reemployed on or after June 22, 2021 (see Adoption Agreement p. 6).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008

("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is _____.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **June 21, 2021** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **December 16, 2019** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **January 1, 1992** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means (**check one**):

- ☒ Calendar Year
- ☐ Employer Fiscal Year commencing _____.
- ☐ Other (**must specify month and day commencing**): _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): _____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ☐ **ARE NOT** eligible to participate in the Plan.
- ☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Elected or appointed members of the Governing Authority who hold such office on or after February 8, 2010 may participate in the Plan (but see Section 13 for limitations on credit for Service as an elected or appointed member of the Governing Authority prior to February 8, 2010).**

(2) **Municipal Legal Officers (check one):**

- ☒ **ARE NOT** eligible to participate in the Plan.
- ☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** **Eligible Regular Employees initially employed or reemployed on or after May 1, 2011 but before June 22, 2021, provided that they do not Terminate and become reemployed on or after June 22, 2021.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☒ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** **Eligible Regular Employees employed prior to May 1, 2011, provided that they do not Terminate and become reemployed on or after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☒ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least 5 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- ☐ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** **An elected or appointed member of the Governing Authority shall not receive credit for any purpose under the Plan for Service as an elected or appointed member of the Governing Authority prior to February 8, 2010, unless the elected or appointed member of the Governing Authority held such office as of February 8, 2010.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- ☐ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service).**
- ☒ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - ☐ Computing amount of benefits payable.
 - ☒ Meeting minimum service requirements for vesting.
 - ☒ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of 2 years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☒ One month of military service credit for every 1 month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit(check one):

- ☒ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
 - ☐ The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: To receive Military Service credit hereunder, the Participant must provide the Pension Committee with

documentation of military service (Form DD-214) that the Committee deems sufficient to establish the Participant's entitlement to such credit.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).**
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
 - ☐ The Participant must pay _____% of the actuarial cost of the service credit.
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee

shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- ☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
 - ☐ Unused sick leave
 - ☐ Unused vacation leave
 - ☐ Unused personal leave
 - ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (check one or more as applicable):

- ☒ Attainment of age 55 (insert number)
- ☒ Completion of 10 years (insert number) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- ☐ Attainment of age _____ (insert number)
- ☐ Completion of _____ years (insert number) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- ☒ Attainment of age 65 (insert number)
- ☒ Completion of 5 years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum

age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

- ☒ Attainment of age 65 **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This

rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

- (1)** ☒ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)** ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☐ Attainment of age _____ **(insert number)**
 - ☐ Completion of _____ years **(insert number)** of Total Credited Service

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (3) ☐ **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

- ☐ Must have attained at least age _____ **(insert number)**
- ☐ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es)

of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the**

definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):

(5) ☐ Other Alternative Normal Retirement Benefit.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):

(6) ☐ Other Alternative Normal Retirement Benefit for Public Safety Employees Only.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50

(unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- ☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum.
- ☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.
 - ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- ☒ (a) **Flat Percentage Formula. 2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:
 - ☒ All Participants who are Regular Employees.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (b) **Alternative Flat Percentage Formula. _____% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- ☐ (c) **Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

- ☐ (d) **Alternative Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
 - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ **(specify amount)**. This definition shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$50.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
 - ☒ All Participants.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.
- ☐ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - ☐ All Participants.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
☐ 0	1.000
☐ 1	0.____
☐ 2	0.____
☐ 3	0.____
☐ 4	0.____
☐ 5	0.____
☐ 6	0.____
☐ 7	0.____
☐ 8	0.____
☐ 9	0.____
☐ 10	0.____
☐ 11	0.____
☐ 12	0.____
☐ 13	0.____
☐ 14	0.____
☐ 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

- ☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☐ No less than **(check one):** ☐ 66 2/3 % ☐ ____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one):**

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
_____.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) **Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**): ☐ all Retired Participants ☐ only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**): _____.

(2) **Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply (**check one or more as applicable**):

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to (**check one**): ☒ all Retired Participants; ☐ only the following classes of Retired Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications

for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- ☒ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☒ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule **(check one)**:

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): City Managers employed on or after March 31, 2008.

Vesting Schedule for excepted class (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): Immediate Vesting (no Vesting requirement).

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his

accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☒ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**:
_____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
 - ☒ The Participant must be vested in a normal retirement benefit.
 - ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
 - ☐ The Participant must be eligible for Early or Normal Retirement.
 - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- (2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:
 - ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.

- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (1/2) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before

Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit **(check one)**:

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- ☒ Are not required.
- ☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.
- ☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee

Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- ☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- ☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
_____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be June 21, 2021.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Holly Springs, Georgia this _____ day of _____, 20____.

Attest:

CITY OF HOLLY SPRINGS, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



COUNCIL AGENDA REPORT

FROM: Karen Norred

CC: City Clerk
Public Information

SUBJECT: Restate the Health Reimbursement Arrangement (HRA) Plan Document and Summary of Benefits and Coverage

DATE: June 3, 2021

COUNCIL MEETING DATE: June 7, 2021

REPORT-IN-BRIEF

Restate the Health Reimbursement Arrangement (HRA) Plan Document and Summary of Benefits and Coverage due to the age and the number of amendments.

FISCAL IMPACT

\$390

**Adoption Agreement for
City of Holly Springs Health Reimbursement Arrangement**

The undersigned Employer adopts this Health Reimbursement Arrangement and elects the following provisions:

EMPLOYER INFORMATION

1. Employer's Name, Address and Telephone Number

Name: City of Holly Springs

Address: P.O. Box 990
Street

Holly Springs Georgia 30142
City State Zip

Telephone: 770-721-7502

2. Employer's Taxpayer Identification Number: 58-1051551

3. Type of Entity
☒ Governmental Entity

The Following Affiliated Employers will adopt this Health Reimbursement Arrangement as Participating Employers (if there is more than one, or if Affiliated Employers adopt this after the date the Adoption Agreement is executed, attach a list to this Adoption Agreement of such Affiliated Employers including their names, addresses and taxpayer identification numbers):

☒ N/A

PLAN INFORMATION

4. Plan Name:
City of Holly Springs Health Reimbursement Arrangement

5. Effective Date:
☒ This is an amendment and restatement of a previously established Health Reimbursement Arrangement of the Employer which was originally effective January 1, 2010 (hereinafter called the "Effective Date"). The effective date of this amendment and restatement is July 1, 2021.

6. Plan Number Assigned by the Employer:
☒ 502

7. Plan Administrator's Name, Address, and Telephone Number:
☒ Employer (Use the Employer's name, address, and telephone number).

8. Claims Administrator's Name, Address, and Telephone Number:
☒ Use name, address and telephone number below:

Name: Medcom Benefit Solutions

Address: P.O. Box 10269
Street

Jacksonville Florida 32247-0269
City State Zip

Telephone: 800-523-7542

9. Registered Agent's Name, Address, and Telephone Number (If none is, named, the Employer will serve as the Claims Administrator):
☒ Employer (Use the Employer's name, address, and telephone number).

ELIGIBILITY REQUIREMENTS

10. Eligible Employees:
☒ The following are excluded:
☒ Employees who are not eligible for the Employer's group medical plan.
☒ Part-time Employees scheduled to work less than 30 hours per week.
11. Any Eligible Employee will be eligible to participate in the Health Reimbursement Arrangement upon satisfaction of the following:
☒ the next day following 30 days after the initial date of employment with the Employer.
12. Is the Health Reimbursement Arrangement integrated with the group health plan of the Employer or with another employer?
☒ Yes, the HRA is integrated with the Employer's group health plan.
13. Does the employer's group health plan meet the minimum value requirements?
☒ Yes
14. Is the employer's group health plan grandfathered?
☒ No

BENEFITS

15. Maximum Benefit Per Coverage Period:
☒ This Plan will reimburse up to a maximum of \$250 per Employee for the last of the medical deductible, regardless of coverage tier.
16. Coverage Period Is:
☒ yearly, starting January 1 and ending December 31.
17. This Arrangement Shall Reimburse:
☒ in-network deductible expenses under the Employer's group medical plan
18. If the Employer Maintains a Health Flexible Spending Account, Which Plan Shall Pay Expenses First?
☒ The Health Flexible Spending Account under a Cafeteria Plan will pay expenses first.
19. Is the Employer Subject to the Family and Medical Leave Act?
☒ Yes
20. Is the Plan Subject to COBRA?
☒ Yes
21. A Terminated Employee will lose coverage on:
☒ the date in which employment terminated.
22. Amounts not used during a Plan Year shall:
☒ be forfeited.
23. Retirees or Other Terminated Employees Shall:
☒ not participate and any unused amounts are forfeited.
24. A Claim May Be Submitted up to:
☒ 90 days following the end of the Plan Year.
25. A Claim for Terminated Employees May Be Submitted up to:
☒ 90 days following the end of the Plan Year in which termination occurred.
26. Rehired Employees Will Be Reinstated in the Plan:
☒ No
27. Debit/Credit Cards Shall Be Provided by the Employer for Medical Expenses:
☒ Yes

28. Health Savings Account Provided by the Employer:
☒ No
29. Is the Plan Subject to HIPAA?
☒ Yes
30. The Plan will cover the following:
☒ Participant
☒ Spouse
☒ Dependents
31. If an employee wants to suspend his or her participation for any Plan Year, he or she must submit a Suspension of Benefits Form to the Employer by December 31.

This Adoption Agreement may be used only in conjunction with The Health Reimbursement Arrangement Basic Plan Document. This Adoption Agreement and the Health Reimbursement Arrangement Basic Plan Document shall together be known as the City of Holly Springs Health Reimbursement Arrangement.

City of Holly Springs:

Signature: _____

Print Name: _____

Title/Position: _____

Appendix
Summary of Benefits and Coverage
City of Holly Springs Health Reimbursement Arrangement (The “Plan”)

For the period from January 1 through December 31 (the “Plan Year”)

What benefits are you provided under the Plan?

This Plan will reimburse up to a maximum of \$250 per Employee for the last of the medical deductible, regardless of coverage tier.

What expenses are considered covered medical care expenses?

For reimbursement, “covered medical care expenses” means those expenses that would be reimbursed by your employer insured group medical Plan, except it is applied to in-network deductible expenses.

When are covered medical expenses incurred?

For you to be reimbursed for covered medical expenses, you must have incurred them during the Plan Year. An expense is incurred when the service that gives rise to the expense is provided, not when the expense was paid. Note that if you have paid for the expense but if the services have not yet been rendered, then the expense has not been incurred for this purpose. You may not be reimbursed for any expenses arising before you participate or after the close of the Plan Year, or after you terminate, unless you continue coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”).

Can you continue coverage after termination?

Under COBRA, your employer is required to provide you and/or your covered Spouse and Dependents with the opportunity to be reimbursed for covered medical expenses under the Plan for a limited period of time after termination of your participation in the Plan, unless your participation was terminated due to gross misconduct. You may be eligible for this continued coverage after certain defined qualifying events have occurred that otherwise would cause you and/or your covered Spouse and Dependents to lose coverage under this Plan.

Please note that such continued coverage will not be offered if you or your covered Spouse or Dependents were not eligible for benefits under the Plan prior to your qualifying event. Please review the Summary Plan Description for the Plan for more details.

What happens if your claim for benefits is denied?

If you have a complaint or are dissatisfied with a denial of coverage for claims under the Plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: Medcom Benefit Solutions at (800) 523-7542 or P.O. Box 10269, Jacksonville, Florida 32247-0269.

When does your participation under the Plan end?

If you terminate employment (including retirement), and do not continue coverage as explained above, your participation under Plan will end on the date termination or loss of eligibility occurs.

Does this coverage provide minimum essential coverage?

The Affordable Care Act (the Act) requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan along with the employer’s insured group health plan does provide minimum essential coverage.

Does this coverage meet the minimum value standard?

The Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage along with the coverage of the employer’s insured health plan does meet the minimum value standard for the benefits it provides.

Where can you receive information regarding coverage under the employer’s insured group health plan?

This plan is integrated with your employer’s insured group medical plan. For details regarding coverages under that plan, please refer to the Summary of Benefits and Coverage (SBC) for the group medical plan.

Where can you receive additional information regarding the HRA Plan?

If you have questions or need additional information, you may call Medcom Benefit Solutions at (800) 523-7542 or visit www.medcombenefits.com.

City of Holly Springs

Health Reimbursement Arrangement

SUMMARY PLAN DESCRIPTION

502

Established as of **January 1, 2010**
Amended and Restated as of **July 1, 2021**



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INTRODUCTION

We are pleased to establish this Health Reimbursement Arrangement to provide you with additional health coverage benefits. The benefits available under this Plan are outlined in this summary plan description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you become eligible and the laws that protect your rights.

Read this summary plan description carefully so that you understand the provisions of our Plan and the benefits you will receive. You should direct any questions you have to the Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this summary plan description and the Plan document, the Plan document will control.

I GENERAL INFORMATION ABOUT OUR PLAN

This section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Holly Springs Health Reimbursement Arrangement is the name of the Plan.

Your Employer has assigned Plan number 502 to your Plan.

The provisions of your Plan become effective on July 1, 2021. This Plan is a restatement of a Plan which was originally effective January 1, 2010.

This Plan is maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year starts on January 1 and ends on December 31 of each year.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142
58-1051551

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142
770-721-7502

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Plan Administrator will also answer any questions you may have about our Plan. The Plan Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Plan Administrator are conclusive and binding. You may contact the Plan Administrator for any further information about the Plan.

4. Claims Administrator Information

The name, address and business telephone number of the claims administrator is:

Medcom Benefit Solutions
P.O. Box 10269
Jacksonville, Florida 32247-0269
800-523-7542

The third party claims administrator is responsible for the actual processing of claims on behalf of the Plan Administrator.

5. Service of Legal Process

The Employer is the Plan's agent for service of legal process.

6. Type of Administration

The Plan is a health reimbursement arrangement, and the administration is provided through a third party claims administrator. The Plan is not funded or insured. Benefits are paid from the general assets of the Employer.

II ELIGIBILITY

1. What Are the Eligibility Requirements for Our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and enroll.

You will be eligible to join the Plan the next day following 30 days after your initial date of employment with the Employer.

2. Are There Any Employees Who Are Not Eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

- Employees who are not eligible to receive medical benefits under our group medical plan.
- Employees who work, or are expected to work, less than 30 hours a week.

3. May I Waive Participation?

In any year, you have the right to waive participation in the Plan.

4. May I Elect to Suspend or Permanently Opt out of My Account?

You may elect to suspend your account for any future Plan Year by submitting a suspension of benefits form to the Plan Administrator before the beginning of that Plan Year. Your suspension election will remain in effect for the entire Plan Year to which it applies, and you may not modify or revoke the election during that Plan Year.

By electing to suspend your account for a Plan Year, you agree to permanently forgo reimbursements from your account for eligible medical care expenses incurred during that Plan Year, except for certain qualifying dental or vision expenses. Eligible medical care expenses incurred in the Plan Year before the suspended Plan Year may be reimbursed, so long as there was no suspension in effect for that prior Plan Year. You must apply for reimbursement, by submitting an application in writing to the Administrator, no later than 90 days following the end of the Plan Year in which the eligible medical care expense was incurred.

In lieu of a suspension of your account, you may elect to permanently opt out of and waive any right to reimbursements from your account for expenses incurred after the election takes effect, except for limited-scope dental or vision expenses. This opportunity will be offered at least annually by the Plan.

The Employer will not contribute to your account after any suspension of benefits election takes effect or for any Plan Year for which you have suspended your participation in the Plan.

5. Are Expenses Reimbursed for Your Spouse and/or Your Dependents?

Yes. Spouses' and Dependents' expenses can be reimbursed. To be reimbursed for a Spouse's or a Dependent's expenses, you must complete and return a new enrollment form. These expenses will be reimbursed after your Spouse or Dependent has qualified, and you have enrolled them to participate.

If you incur a change in family status during the year, as defined under HIPAA, you can change your enrollment form. Generally speaking, changes in family status include, but are not limited to, marriage, divorce, birth or adoption of a child, or death of a Spouse or a Dependent.

Newborn or newly adopted children's expenses are reimbursed as soon as they meet the definition of Dependent, provided that you enroll the child in the Plan within 30 days of the child's birth or placement for adoption.

Coverage for a new Spouse starts on the date you are married provided that you enroll your spouse within 30 days of your marriage.

6. In What Other Situations May You Change Your Enrollment Form During the Year?

If you declined coverage for yourself, your Spouse, or your eligible Dependents because of other health coverage, in the future you may enroll yourself, your Spouse, and your Dependents in this Plan if you should lose coverage from another plan.

Coverage for your Spouse or Dependents stops when your coverage stops or when you are no longer eligible for coverage subject to the COBRA coverage rules.

Also, if your Spouse or Dependent is an Employee of the Employer, one of you cannot opt out of medical coverage in order to be a Spouse or Dependent in the other's plan. You may only opt out if you are covered by a medical plan outside of the Employer.

7. Are There Any Other Situations Where You Can Enroll Yourself and Your Dependents in the Plan During the Plan Year?

Yes. If you and/or your Spouse or eligible Dependents are eligible but did not enroll in the Medical Plan, you and/or your Spouse or eligible Dependents may enroll in the Plan under two additional circumstances, which are:

- Termination of Medicaid or a state child health program coverage resulting from loss of eligibility and you request coverage; or
- Becoming eligible for a premium assistance subsidy in the medical, dental and vision coverage under Medicaid or a state child health program

You must request coverage under the Plan within 60 days of termination or the date it is determined that you or your child are eligible for assistance in order to be entitled to these special enrollment rights.

III BENEFITS

1. What Benefits Are Available?

The Plan allows you to be reimbursed by the Employer for any in-network deductible expenses which you must meet under our group medical plan which are incurred by you, your Spouse, or your Dependents.

This Plan will reimburse up to a maximum of \$250 per Employee for the last of the medical deductible, regardless of coverage tier.

Expenses are considered “incurred” when the service is performed, not necessarily when it is paid for. Any amounts reimbursed to you under the Plan may not be claimed as a deduction on your personal income tax return nor reimbursed by other health plan coverage including our health flexible spending account. You must first use all amounts in our health flexible spending account before submitting any claims to this Plan.

You may submit expenses for yourself, your Spouse, and your Dependents.

We will provide you with a debit or credit card to use to pay for your in-network deductible expenses. The Administrator will provide you with further details.

This plan, as required by WHCRA, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. When Must Expenses Be Incurred?

You may submit expenses that you incur each Coverage Period. A new Coverage Period begins each Plan Year. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

3. When Will I Receive Payments from the Plan?

During the course of the Coverage Period, you may submit requests for reimbursement of expenses you have incurred. However, you must make your requests for reimbursements no later than 90 days following the end of the Plan Year. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. In addition, you must submit to the Administrator proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, reimbursements made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

4. What is Coordination of Benefits?

You, your Spouse, and your Dependents may be covered by other employer sponsored health and welfare plans. If so, benefits from that plan and benefits under the Medical Plan and the Plan are coordinated so they do not pay for the same expenses.

If both you and your Spouse work at the Employer, you cannot both claim each other as a Spouse and submit claims for benefits twice. Only one of you can claim your children as Dependents.

5. How Does Coordination of Benefits Work?

If you are covered by two or more plans, one plan is "primary" and the others are "secondary." The primary plan pays benefits first without regard to any other plans. The secondary plans adjust their benefits so that total benefits available will not exceed Allowable Expenses. If the Plan is not primary, you will receive the difference between what the primary plan paid and the total amount of eligible covered expenses. However, neither plan would pay more than it would without the coordination provision.

Coordination of benefits ensures that benefits do not exceed 100% of the reasonable and customary charges for covered expenses. "Covered expenses" are any reasonable and customary charges for health care services for a non-occupational sickness or injury, at least partially covered by at least one of the plans under which you have coverage. If the Plan provides services rather than cash benefits, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid.

6. Which Plan is Determined to be Primary?

In general, the Medical Plan covering the patient as an employee will be the primary plan. The primary plan will pay benefits first.

When the patient is an employee in more than one plan, the plan covering the individual for the longer period of time shall be the primary payor.

When the patient is an active employee of one plan and a retiree of another, the plan covering the patient as an active employee shall be primary payor and the plan covering the patient as a retiree is secondary.

If your Dependent child is covered under both you and your Spouse's plan, the plan of the parent whose birthday (month and day only) is earlier in the year will be primary. If you and your Spouse have the same birthday, the plan that has covered the parent for the longest time will be primary. If your Spouse's plan does not have this birth date provision, his or her plan will determine the order of payment for Dependents.

If you are legally separated or divorced, the order of payment for Dependents is:

- The plan of the parent with custody of the child.
- The plan of the Spouse of the parent with custody of the child.
- The plan of the parent without custody of the child.

However, if a court decree has given one parent financial responsibility for the child's health care expenses, that plan is primary.

If another plan does not have a coordination provision, it will be the primary plan.

7. What Information Must be Provided About Your Other Coverage?

If you, your Spouse, or your Dependents are covered under another plan, you must supply information about that plan to the Claims Administrator in order to receive benefits under this Plan. The Claims Administrator, on behalf of the Employer, has the right to release or obtain any information regarding coverage, expenses, and benefits under any other plan without your consent.

If the benefits you receive from more than one plan exceed your total covered charges, you have been overpaid.

If an overpayment is made under this Plan or Medical Plan because of failure to report other coverage or otherwise, the Claims Administrator on behalf of the Employer, will have the right to recover such overpayment. If payments which should have been made under the Medical Plan or this Plan have been made under other plans, the Claims Administrator on behalf of the Employer, will have the right to reimburse any organizations making such other payments any amounts it considers proper according to the intent of these provisions, and those amounts will be counted for all purposes as benefits paid under this Plan.

8. Who Makes Benefit Determinations?

The Employer reserves the exclusive discretionary right to interpret the Plan and make all factual determinations, including matters of eligibility for benefits.

9. What Rights Does the Employer Have Under the Plan?

The Employer reserves the right to terminate, modify, amend or change any or all benefit plans at any time and for any reason without the prior consent or agreement of you, your Spouse, or your Dependents. Your participation in the Plan does not guarantee the availability of benefits in the future.

Participants will be notified of any changes through the Employer's employee publications, including annual enrollment materials and updates to this and other relevant summaries.

The Employer and its Plan Administrator have the right to check stated facts, eligibility and benefit amounts. They can adjust benefits and/or make retroactive payroll adjustments if any relevant facts have been misstated.

The Employer recognizes the value of providing benefits for you and the value of the benefits described in this document. However, the benefits described here are not conditions of employment. The language used in this document is not intended to create, nor is it to be construed to constitute, a contract between the Employer and any of its employees for either employment or the provision of any benefit. Employment for employees of the Employer remains at-will.

10. What Happens if I Terminate Employment?

If your employment is terminated during the Plan Year for any reason, your participation in the Plan will cease and any unused amounts are forfeited. You will have 90 days following the end of the Plan Year in which termination occurred to submit claims incurred during and through the date in which employment terminated. Please see Article V regarding COBRA coverage.

11. Family and Medical Leave Act

To the extent that your Employer is subject to FMLA, if you take leave under FMLA, you may revoke or change your existing elections for medical coverage. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

12. Uniformed Services Employment and Reemployment Rights Act

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Reimbursement Arrangement under the USERRA. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

13. Newborns' and Mothers' Health Protection Act

Group health plans generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

14. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

15. End Stage Renal Disease

You are eligible for Medicare if you require regular dialysis or kidney transplant services. Medicare coverage becomes primary and this medical coverage becomes secondary after a 30-month coordination of benefits period (This 30-month period applies if you are already enrolled in Medicare because of age or disability).

16. Coverage for Mastectomy

Federal law requires a group health plan to provide coverage for the following services to an individual receiving Plan benefits in connection with a mastectomy:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications at all stages of mastectomy, including lymphedemas (swelling associated with the removal of lymph nodes).

Coverage for breast reconstruction and related services will be subject to deductibles and co-insurance amounts that are consistent with those that apply to other benefits under the Plan.

17. The Genetic Information Nondiscrimination Act of 2008

GINA prohibits the Plan from discriminating against individuals on the basis of genetic information.

GINA generally:

- prohibits the Plan from adjusting premium or contribution amounts for a group on the basis of genetic information;
- prohibits the Plan from requesting or mandating that an individual or family member of an individual undergo a genetic test, provided that such prohibition does not limit the authority of a health care professional to request an individual to undergo a genetic test, or preclude a group health plan from obtaining or using the results of a genetic test in making a determination regarding payment;
- allows the Plan to request, but not mandate, that a participant or beneficiary undergo a genetic test for research purposes if the Plan does not use the information for underwriting purposes and meets certain disclosure requirements;
- prohibits the Plan from requesting, requiring, or purchasing genetic information for underwriting purposes, or with respect to any individual in advance of or in connection with such individual's enrollment;

18. Mental Health and Substance Abuse Benefits

MHPAEA imposes significant new requirements on the Plan that offer mental health and substance abuse benefits. Current law prohibits health plans from imposing lower annual and lifetime limits on mental health coverage than on other types of medical coverage. The MHPAEA further limits other types of financial and non-financial limitations that plans may impose on mental health coverage and substance abuse benefits. Some of the MHPAEA's key provisions are as follows:

- financial limitations—including limitations on deductibles, copayments, coinsurance, and out-of-pocket expenses—imposed on mental health and substance abuse benefits may not be higher than those imposed on other types of medical coverage;
- the Plan may not place limits on the scope or duration of treatment for mental health or substance abuse that are more restrictive than for other types of medical treatment;
- the Plan must provide, upon request, information to plan participants and providers regarding the criteria for determining whether mental health or substance abuse treatment is medically necessary, and the reasons for denial of coverage; and
- coverage of mental health and substance abuse benefits by out-of-network providers must be on par with out-of-network coverage for medical treatment.

19. Patient Protection and Affordable Care Act

This Plan does meet all the minimum value requirements of the PPACA. Under PPACA, the plan is considered to be non-grandfathered. This Plan is integrated with the City of Holly Springs group health plan.

IV ADDITIONAL PLAN INFORMATION

1. How to Submit a Claim

When you have a Claim to submit for payment, you must:

- (1) Obtain a claim form from the Plan Administrator.
- (2) Complete the Employee portion of the form.
- (3) Attach copies of all bills from the service provider for which you are requesting reimbursement.

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Decisions will be made within a reasonable period of time appropriate to the circumstances. “Days” means calendar days.

Notification of whether Claim is accepted or denied	30 days
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Extension due to matters beyond the control of the Plan	15 days
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Insufficient information on the Claim:

Notification of	15 days
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Response by Participant	45 days
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Review of Claim denial	60 days
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The Claim Administrator will provide written or electronic notification of any Claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan’s review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action following a denial on review.

- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim; and
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the Claim determination;
- (2) was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

2. Right to Seek a Review of a Denied Claim to an External Third Party

You have the right to an external review of the Plan Administrator's denial of your appeal unless the denial was based on your (or your Spouse's or Dependent's) failure to meet the Plan's eligibility requirements.

You must follow the procedures provided by the Plan Administrator to request a review of the denied claim by an external third party the Plan Administrator will provide you with information to what information you must provide to file for the review, deadlines that apply and the third party conducting the review.

Your external appeal must be filed with the external reviewer within 4 months of the date you were served with the Plan Administrator's response to your appeal request. If you do not file your appeal within this 4-month period, you lose your right to appeal. For example, if you received the internal appeal decision on January 3, 2014, you must appeal the decision by May 3, 2014 (or, if that is not a business day, the next business day thereafter).

The external reviewer must notify you and the Plan Administrator of its decision on your external appeal within 45 days after its receipt of your request for external review. The external reviewer's decision is binding upon the parties unless other State or Federal law remedies are available. Such remedies may or may not exist. Therefore, unless another legal right exists under your claim, use of the external review process may terminate your right to bring a lawsuit on your claim.

V COVERAGE RIGHTS UNDER COBRA

Under federal law, COBRA, certain employees and their families covered under this Arrangement will be entitled to the opportunity to elect a temporary extension of health coverage (called “COBRA coverage”) where coverage under the Arrangement would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become qualified beneficiaries under COBRA. The Arrangement itself can provide group health benefits and may also be used to provide health benefits through insurance. Whenever “Arrangement” is used in this section, it means any of the health benefits under this Plan.

1. What is COBRA Coverage?

COBRA coverage is the temporary extension of group health plan coverage that must be offered to certain Participants and their eligible family members (called “qualified beneficiaries”) at group rates. The right to COBRA coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Arrangement (the “qualifying event”). The coverage must be identical to the coverage that the qualified beneficiary had immediately before the qualifying event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a qualifying event).

2. Are There Other Coverage Options Besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

3. What Other Options May be Available to You When You Lose Medical Coverage Under the Plan?

You may be eligible to buy individual medical insurance coverage through the Health Insurance Marketplace. By enrolling in medical insurance coverage through the Health Insurance Marketplace, you may qualify for lower cost on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another employer group medical plan for which you are eligible (such your Spouse's plan), even if that plan generally doesn't accept late enrollees.

4. Who Can Become a Qualified Beneficiary?

In general, a qualified beneficiary can be:

- (1) Any individual who, on the day before a qualifying event, is covered under the Arrangement by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a qualified beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a qualified beneficiary if that individual experiences a qualifying event.
- (2) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA coverage, and any individual who is covered by the Arrangement as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a qualified beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a qualified beneficiary if that individual experiences a qualifying event.

The term "covered employee" includes any individual who is provided coverage under the Arrangement due to his or her performance of services for the Employer sponsoring the Arrangement. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan eligibility provisions.

An individual is not a qualified beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a qualified beneficiary, then a Spouse or Dependent child of the individual will also not be considered a qualified beneficiary by virtue of the relationship to the individual. A domestic partner is not a qualified beneficiary.

Each qualified beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA coverage) must be offered the opportunity to make an independent election to receive COBRA coverage.

5. What is a Qualifying Event?

A qualifying event is any of the following if the Arrangement provided that the participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the qualifying event) in the absence of COBRA coverage:

- (1) The death of a covered Employee.
- (2) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (3) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (4) A covered Employee's enrollment in any part of the Medicare program.
- (5) A Dependent child's ceasing to satisfy the Arrangement's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Arrangement).

If the qualifying event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Arrangement under the same terms and conditions as in effect immediately before the qualifying event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the Arrangement occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become qualified beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse or Dependent of the covered Employee, for coverage under the Arrangement that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 (“FMLA”) does not constitute a qualifying event. A qualifying event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a qualifying event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Arrangement provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA coverage even if they failed to pay the Employee portion of premiums for coverage under the Arrangement during the FMLA leave.

6. What Factors Should Be Considered When Determining to Elect COBRA Coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA coverage may help you avoid such a gap. Second, if you do not elect COBRA coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse’s employer) within 30 days after Plan coverage ends due to a qualifying event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA coverage for the maximum time available to you.

7. What is the Procedure for Obtaining COBRA Coverage?

The Arrangement has conditioned the availability of COBRA coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

8. What is the Election Period and How Long Must It Last?

The election period is the time period within which the qualified beneficiary must elect COBRA coverage under the Arrangement. The election period must begin no later than the date the qualified beneficiary would lose coverage on account of the qualifying event and must not end before the date that is 60 days after the later of the date the qualified beneficiary would lose coverage on account of the qualifying event or the date notice is provided to the qualified beneficiary of her or his right to elect COBRA coverage.

9. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?

The Arrangement will offer COBRA coverage to qualified beneficiaries only after the Plan Administrator or its designee has been timely notified that a qualifying event has occurred. The Employer will notify the Plan Administrator or its designee of the qualifying event within 30 days following the date coverage ends when the qualifying event is:

- (1) The end of Employment or reduction of hours of Employment,
- (2) Death of the Employee,
- (3) Commencement of a proceeding in bankruptcy with respect to the Employer,
or
- (4) Enrollment of the Employee in any part of Medicare,

IMPORTANT:

For the other qualifying events (divorce or legal separation of the Employee and Spouse or a Dependent child's losing eligibility for coverage as a Dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the qualifying event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any Spouse or Dependent child who loses coverage will not be offered the option to elect COBRA coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

*City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142
770-721-7502*

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the Employee** covered under the plan,
- the **name(s) and address(es) of the qualified beneficiary(ies)**, and
- the **qualifying event** and the **date** it happened.

If the qualifying event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a qualifying event has occurred, COBRA coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA coverage. Covered Employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA coverage on behalf of their children. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that coverage would otherwise have been lost (if under your coverage the COBRA period begins on the date of the qualifying event, even though coverage actually ends later (e.g., at the end of the month) substitute the appropriate language, e.g. “on the date of the qualifying event”). If you or your Spouse or Dependent children do not elect COBRA coverage within the 60-day election period described above, the right to elect COBRA coverage will be lost.

10. Is a Waiver before the End of the Election Period Effective to End a Qualified Beneficiary’s Election Rights?

If, during the election period, a qualified beneficiary waives COBRA coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

11. Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health Plan Coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary’s COBRA coverage will terminate automatically if, after electing COBRA coverage, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

12. When May a Qualified Beneficiary's COBRA Coverage Be Terminated?

During the election period, a qualified beneficiary may waive COBRA coverage. Except for an interruption of coverage in connection with a waiver, COBRA coverage that has been elected for a qualified beneficiary must extend for at least the period beginning on the date of the qualifying event and ending not before the earliest of the following dates:

- (1) The last day of the applicable maximum coverage period.
- (2) The first day for which Timely Payment is not made to the Arrangement with respect to the qualified beneficiary.
- (3) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (4) The date, after the date of the election, that the qualified beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the qualified beneficiary.
- (5) The date, after the date of the election that the qualified beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
- (6) In the case of a qualified beneficiary entitled to a disability extension, the later of:
 - (a) (i) 29 months after the date of the qualifying event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled qualified beneficiary whose disability resulted in the qualified beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (b) The end of the maximum coverage period that applies to the qualified beneficiary without regard to the disability extension.

The Arrangement can terminate for cause the coverage of a qualified beneficiary on the same basis that the Arrangement terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a qualified beneficiary and who is receiving coverage under the Arrangement solely because of the individual's relationship to a qualified beneficiary, if the Arrangement's obligation to make COBRA continuation coverage available to the qualified beneficiary ceases, the Arrangement is not obligated to make coverage available to the individual who is not a qualified beneficiary.

13. What Are the Maximum Coverage Periods for COBRA Coverage?

The maximum coverage periods are based on the type of the qualifying event and the status of the qualified beneficiary, as shown below.

- (1) In the case of a qualifying event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the qualifying event if there is not a disability extension and 29 months after the qualifying event if there is a disability extension.
- (2) In the case of a covered Employee's enrollment in the Medicare program before experiencing a qualifying event that is a termination of employment or reduction of hours of employment, the maximum coverage period for qualified beneficiaries other than the covered Employee ends on the later of:
 - (a) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 - (b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (3) In the case of a qualified beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA coverage, the maximum coverage period is the maximum coverage period applicable to the qualifying event giving rise to the period of COBRA coverage during which the child was born or placed for adoption.
- (4) In the case of any other qualifying event than that described above, the maximum coverage period ends 36 months after the qualifying event.

14. Under What Circumstances Can the Maximum Coverage Period Be Expanded?

If a qualifying event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second qualifying event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36-months, but only for individuals who are qualified beneficiaries at the time of and with respect to both qualifying events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36-months after the date of the first qualifying event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

15. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a qualified beneficiary in connection with the qualifying event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA coverage. To qualify for the disability extension, the qualified beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

16. Does the Arrangement Require Payment for COBRA Coverage?

For any period of COBRA coverage under the Arrangement, qualified beneficiaries who elect COBRA coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA coverage covering a disabled qualified beneficiary due to a disability extension. Your Plan Administrator will inform you of any costs. The Arrangement will terminate a qualified beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

17. Must the Arrangement Allow Payment for COBRA Coverage to Be Made in Monthly Installments?

Yes. The health coverage is also permitted to allow for payment at other intervals.

18. What is Timely Payment for Payment for COBRA Coverage?

Payment that is made to the Arrangement by a later date is also considered Timely Payment if either under the terms of the Arrangement, covered Employees or qualified beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Arrangement does not require payment for any period of COBRA continuation coverage for a qualified beneficiary earlier than 45 days after the date on which the election of COBRA coverage is made for that qualified beneficiary. Payment is considered made on the date on which it is postmarked to those providing coverage.

If Timely Payment is made to the Arrangement in an amount that is not significantly less than the amount the Arrangement requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Arrangement's requirement for the amount to be paid, unless the Arrangement notifies the qualified beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

19. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

If a qualified beneficiary's COBRA coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Arrangement will, during the 180 day period that ends on that expiration date, provide the qualified beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Arrangement. If such a conversion option is not otherwise generally available, it need not be made available to qualified beneficiaries.

20. What Other Options May Be Available to You When You Lose Medical Coverage Under the Plan?

You may be eligible to buy individual medical insurance coverage through the Health Insurance Marketplace. By enrolling in medical insurance coverage through the Health Insurance Marketplace, you may qualify for a lower cost on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another employer group medical plan for which you are eligible (such as your spouse's plan), even if that plan generally doesn't accept late enrollees.

VI SUBROGATION AND REIMBURSEMENT

1. When will the Plan Ask Me to Repay Benefits Paid to Me?

The purpose of the Plan is to provide you and your Spouse and Dependents with coverage for medical care expenses that are not the responsibility of any third party. If you and/or your covered Spouse and Dependents incur a claim for medical care expenses because of injuries caused by someone else's negligence, wrongful act or omission, the Plan is not responsible to pay these expenses. If this happens, the Plan Administrator or the insurance company will contact you and ask you to sign a subrogation agreement. This means that the Employer or the Insurer can take steps to recover what it paid to cover medical care expenses from the third party that caused injury or illness. If you do not sign a subrogation agreement, your claims for medical care expenses related to the injury or illness may be denied.

2. What Rights Does the Plan Have to Recover Expenses It Paid to Me?

The Plan pays your and/or your covered Spouse's and Dependent's claims for medical care expenses, and a third party or entity should pay the claim, you, as the participant, agree to the following conditions:

- The Plan shall be subrogated to all of your and/or your Spouse's and Dependent's rights of recovery arising out of any claim or cause of action which may result or be attributable to a third party's negligent or wrongful acts or omission to the extent of amounts paid.
- You also agree to reimburse the Plan for any medical care expenses paid to you if you recover any amounts from a third party for the injury or illness.
- The Plan's subrogation and reimbursement rights shall apply to any recoveries by you, your covered Spouse and Dependents, or your estate because you (or your covered Spouse or Dependents) suffered an injury or illness that could be attributed to a third party's negligence, wrongful act or omission. The Plan shall have first priority rights and such rights shall extend, but not be limited to, the following recoveries by you:
 - any payment made by or on behalf of a third party, Medical Plan or your insurance company, such as a settlement, judgment, or arbitration award, or otherwise;
 - any payment as a result of a settlement, judgment, arbitration award or otherwise made by an insurance company for uninsured or underinsured motorist coverage (It doesn't matter whose insurance coverage it is – yours or the other person's);
 - any payment from any source that is intended to compensate you or your covered Spouse or Dependents for the injury resulting from the negligence or alleged negligence of a third party;
 - any payment under Workers' Compensation;
 - any payment under no-fault or other state required motor vehicle insurance;
 - any payment made through your automobile, school or homeowner's insurance policy to cover you for the injury.
- You will fully cooperate and do your part to ensure the Plan's right of recovery and subrogation are secured. If necessary, you will grant a lien on any money that you may receive, equal to the value of any amounts paid by the Plan. You will not take any action or be a party to agreement that does not recognize the rights of the Plan to recover expenses. You shall grant a lien on any amounts recovered from a third party and assign it to the Plan for any expenses paid. Similarly, you may not assign rights to any third party to recover money, including your minor children, without the written consent of the Plan Administrator.

- The Plan has a prior lien against all amounts that you may recover, even those amounts designated exclusively for non-medical expense damages. You or your Spouse or Dependents shall not defeat or reduce the Plan's recovery rights by the use of the "Made-Whole Doctrine", "Rimes Doctrine" or any doctrine that is intended to take away the Plan's rights to recover its expenses.
- You may not incur any expenses on behalf of the Plan to pursue a payment. You may not deduct court costs or attorney's fees from any amount reimbursed to the Plan, without written consent from the Plan Administrator. You or your Spouse or Dependents cannot use the "Fund Doctrine", "Common Fund Doctrine" or "Attorney's Fund Doctrine" to use the Plan's funds for these purposes. The benefits under the Plan are secondary to any coverage under no-fault or similar insurance.
- If you and/or your covered Spouse and Dependents fail or refuse to honor the Plan's recovery and subrogation rights, the Plan may recover any costs to enforce its rights. This includes, but is not limited to attorney's fees, litigation, court costs and other expenses.

VII PRIVACY RIGHTS

1. What Disclosures of Enrollment/Disenrollment Information are Permitted?

The Plan may disclose to your Employer information on whether you are participating in the Plan, or are enrolled in or have disenrolled. For purposes of this article, PHI means individually identifiable health information that is maintained or transmitted by a covered entity, subject to specified exclusions as provided in federal regulations. For purposes of this article, Electronic Protected Health Information or Electronic PHI means PHI that is transmitted by or maintained in electronic media.

2. What Uses and Disclosures of Summary Health Information are Permitted?

The Plan may disclose Summary Health Information to your Employer, provided your Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (b) modifying, amending, or terminating the Plan.

3. What Required Uses and Disclosures of PHI are Permitted for Plan Administrative Purposes?

Unless otherwise permitted by law, and subject to the conditions of disclosure and obtaining written certification, the Plan (or an insurance company on behalf of the Plan) may disclose PHI and Electronic PHI to your Employer, provided your Employer uses or discloses such PHI and Electronic PHI only for Plan administration purposes. “Plan administration purposes” means administration functions performed by your Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by your Employer in connection with any other benefit or benefit plan of your Employer, and they do not include any employment-related functions.

Enrollment and disenrollment functions performed by your Employer are performed on behalf of you and your Spouse and Dependents and are not Plan administration functions. Enrollment and disenrollment information held by the Employer is held in its capacity as the plan sponsor and is not PHI.

Notwithstanding the provisions of this Plan to the contrary, in no event shall your Employer be permitted to use or disclose PHI in a manner that is inconsistent with federal regulations.

4. Under What Conditions Can PHI Be Disclosed for Plan Administration Purposes?

Your Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan (or an Insurer on behalf of the Plan), your Employer shall:

- not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
- ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to your Employer with respect to PHI.
- not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of your Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for;
- make available PHI to comply with HIPAA’s right to access in accordance with federal regulations;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with federal regulations.

- make available the information required to provide an accounting of disclosures in accordance with federal regulations;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;
- if feasible, return or destroy all PHI received from the Plan that your Employer still maintains, in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and.
- ensure that the adequate separation between the Plan and your Employer (i.e. the "firewall"), required in federal regulations, is established.

Your Employer further agrees that it creates, receives, maintains or transmits any Electronic PHI (other than enrollment/disenrollment information and Summary Health Information and information disclosed pursuant to a signed authorization that complies with the federal requirements which are not subject to these restrictions) on behalf of the Plan, it will:

- implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives maintains or transmits on behalf of the Plan;
- ensure that the adequate separation between the Plan and your Employer (i.e., the firewall), is supported by reasonable and appropriate security measures;
- ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information; and
- report to the Plan any security incident of which it becomes aware, as follows: your Employer will report to the Plan, with such frequency and at such times as agreed, the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy Electronic PHI or to interfere with systems operations in an information system containing Electronic PHI; in addition the Employer will report to the Plan as soon as feasible any successful unauthorized access, use disclosure, modification or destruction of Electronic PHI or interference with systems operations in an information system containing Electronic PHI

5. Who Is Permitted to Disclose Information?

Your Employer shall allow those classes of employees or other persons in your Employer's control designated by your Employer to be given access to PHI. No other persons shall have access to PHI. These specified employees (or classes of employees) shall only have access to and use PHI to the extent necessary to perform the plan administration functions that your Employer performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this section, that employee shall be subject to disciplinary action by your Employer for non-compliance pursuant to your Employer's employee discipline and termination procedures.

Your Employer shall ensure that the provisions of this section are supported by reasonable and appropriate security measures to the extent that the persons designated above create, receive, maintain, or transmit Electronic PHI on behalf of the Plan.

6. When Can PHI Be Disclosed to Your Employer?

The Plan shall disclose PHI to your Employer only upon the receipt of a certification by your Employer that the Plan has been amended to incorporate the provisions of federal regulations, and that your Employer agrees to the conditions of disclosure set forth in this summary.

IF YOU HAVE QUESTIONS

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified above. For more information about your rights under COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

VIII GLOSSARY

1. **“ACA”** or PPACA means the Patient Protection and Affordable Care Act of 2010.
2. **“Administrator”** means the Employer or the person or persons designated by the Employer to administer the Plan on behalf of the Employer.
3. **“Adoption Agreement”** means the agreement that the Employer has executed specifying the elective provisions of the Plan and is hereby attached and made part of this Plan.
4. **“Allowable Expense”** means any expense that may be covered by this Plan.
5. **“Claim”** means any request for a Plan benefit, made by a claimant or by a representative of a claimant that complies with the Plan’s reasonable procedure for making benefit Claims.
6. **“COBRA”** means the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended.
7. **“Code”** means the Internal Revenue Code of 1986, as amended.
8. **“Coverage Period”** means the time period as set forth in the Adoption Agreement.
9. **“Dependent”** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order shall be considered a Dependent under this Arrangement.

Notwithstanding anything in the Plan to the contrary, a Participant's child may remain on the Plan until the end of the calendar year in which the Dependent attains age 26. A Participant's “child” includes his natural child, and adopted child, or a child placed with the Employee for adoption. It may also include stepchildren, and/or foster children. A Participant's child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year, unless the child qualifies as a Dependent under Code Section 105(b).

The phrase "placed for adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, and who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

10. **“Effective Date”** means the date specified in the Adoption Agreement.
11. **“Eligible Employee”** means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an “Eligible Employee” if such individual is not reported on the payroll records of the Employer as a common law employee.
12. **“Employee”** means any person who is employed by the Employer. The term “Employee” shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).
13. **“Employer”** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term “Employer” shall include any Participating Employer which shall adopt this Plan.
14. **“FMLA”** means the Family Medical Leave Act, as referenced under Public Law 103-3 enacted February 5, 1993, and as amended.
15. **“GINA”** means the Genetic Information Nondiscrimination Act of 2008.
16. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.
17. **“Medical Plan”** means a group medical plan sponsored by the Employer or another employer as specified in the Adoption Agreement. It shall be provided in the Adoption Agreement which such plan meets the minimum value requirements as specified under the Patient Protection and Affordable Care Act.
18. **“MHPAEA”** means the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008.
19. **“Participant”** means any Eligible Employee who has satisfied the requirements of Section 3.1 and has not for any reason become ineligible to participate further in the Plan.

- 20. “PHI”** or Protected Health Information means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that (1) is created or received by the Plan or the Plan Sponsor; (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual. Protected Health Information includes PHI that is transmitted by or maintained in electronic media.
- 21. “Plan”** means this Basic Plan Document and the Adoption Agreement as adopted by the Employer, including all amendments thereto. "Plan" means the "Health Reimbursement Arrangement."
- 22. “Plan Year”** means each 12-consecutive month period ending on: December 31.
- 23. “Spouse”** means an individual as defined under federal law, of a participant, unless legally separated by court decree.
- 24. “Summary Health Information”** means information that (a) summarizes the claims history, claims, expenses, or type of claims experienced by individuals for whom your Employer had provided health benefits under the Plan; and (b) from which the identifying information has been deleted, except that the geographic information need only be aggregated to the level of a five-digit zip code.
- 25. “WHCRA”** means the Women's Health and Cancer Rights Act of 1998.

City of Holly Springs

Health Reimbursement Arrangement

PLAN DOCUMENT

502

Established as of **January 1, 2010**
Amended and Restated as of **July 1, 2021**



City of Holly Springs Health Reimbursement Arrangement

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Health Reimbursement Arrangement

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

ARTICLE I INTRODUCTION

1.1 Purpose

The Employer hereby establishes the Plan for its Eligible Employees and their eligible Spouses and eligible Dependents. The Plan is designed to permit Eligible Employees to obtain reimbursement of medical care expenses on a nontaxable basis from the accounts.

The Employer established the City of Holly Springs Health Reimbursement Arrangement effective January 1, 2010. This Plan Document describes the Plan as amended and restated effective July 1, 2021.

1.2 Exclusive Benefit

No part of the Plan or its assets shall be used for purposes other than for the exclusive benefit of Eligible Employees and their eligible Spouses and eligible Dependents, in accordance with the provisions of the Plan, other than the payment of reasonable expenses associated with administering the Plan.

1.3 Legal Status

The Plan is intended to qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106, the regulations issued thereunder, as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The medical care expenses reimbursed under the Plan are intended to be eligible for exclusion from participating Employees' gross income under Code Section 105(b) and its regulations, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech. Rel. 2013-3, through integration with the medical plan. This Plan and the medical plan shall be interpreted to accomplish these objectives.

ARTICLE II DEFINITIONS

- 2.1 “ACA”** or PPACA means the Patient Protection and Affordable Care Act of 2010.
- 2.2 “Administrator”** means the Employer or the person or persons designated by the Employer to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
- 2.3 “Adoption Agreement”** means the agreement that the Employer has executed specifying the elective provisions of the Plan and is hereby attached and made part of this Plan.
- 2.4 “Affiliated Employer”** means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 2.5 “Allowable Expense”** means any expense that may be covered by this Plan.
- 2.6 “CHIP”** means the Children’s Health Insurance Program Reauthorization Act of 2009.
- 2.7 “CMS”** means the Centers for Medicare and Medicaid Services.
- 2.8 “COBRA”** means the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended.
- 2.9 “Code”** means the Internal Revenue Code of 1986, as amended.
- 2.10 “Coverage Period”** means the time period as set forth in the Adoption Agreement.
- 2.11 “Dependent”** means any individual who qualifies as a Dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order shall be considered a Dependent under this Arrangement.

Notwithstanding anything in the Plan to the contrary, a Participant's child may remain on the Plan until the end of the calendar year in which the Dependent attains age 26. A Participant's "child" includes his natural child, and adopted child, or a child placed with the Employee for adoption. It may also include stepchildren, and/or foster children. A Participant's child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year, unless the child qualifies as a Dependent under Code Section 105(b).

The phrase "placed for adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, and who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

2.12 "Effective Date" means the date specified in the Adoption Agreement.

2.13 "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean PHI that is transmitted by or maintained in electronic media.

2.14 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as "Eligible Employees" prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

The determination of whether an individual is an Employee, an independent contractor or any other classification of worker or service provider and the determination of whether an individual is classified as a member of any particular classification of employees shall be made solely in accordance with the classifications used by the Employer and shall not be dependent on, or change due to, the treatment of the individual for any purposes under the Code, common law or any other law, or any determination made by any court or government agency.

However, a self-employed individual as defined under Code Section 401(c) or a 2-percent shareholder as defined under Code Section 1372(b) shall not be eligible to participate in this Plan.

- 2.15 “Employee”** means any person who is employed by the Employer. The term “Employee” shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).
- 2.16 “Employer”** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term “Employer” shall include any Participating Employer which shall adopt this Plan.
- 2.17 “Employer Contribution”** means the amounts contributed to the Plan by the Employer.
- 2.18 “FSA”** means Flexible Spending Arrangement as defined in U.S. Code Section 125.
- 2.19 “FMLA”** means the Family Medical Leave Act, as referenced under Public Law 103-3 enacted February 5, 1993, and as amended.
- 2.20 “GINA”** means the Genetic Information Nondiscrimination Act of 2008.
- 2.21 “HHS”** means the United States Department of Health and Human Services.
- 2.22 “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.
- 2.23 “HITECH”** means the Health Information Technology for Economic and Clinical Health Act of 2009.
- 2.24 “HRA”** means Health Reimbursement Arrangement as defined under U.S. Code Section 105.
- 2.25 “HSA”** means Health Savings Account as defined under U.S. Code Section 223.
- 2.26 “Leased Employee”** means, effective with respect to Plan Years beginning on or after January 1, 1997, any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but for plan years beginning prior to January 1, 1998, including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), or for plan years beginning on or after January 1, 2001 (or as of a date, no earlier than January 1, 1998, as specified in an addendum to the Adoption Agreement), 132(f)(4), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's non-highly compensated workforce.

2.27 "Medical Plan" means a group medical plan sponsored by the Employer or another employer as specified in the Adoption Agreement. It shall be provided in the Adoption Agreement which such plan meets the minimum value requirements as specified under the PPACA.

2.28 "MHPAEA" means the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008.

2.29 "NMHPA" means the Newborns' and Mothers' Health Protection Act of 1996.

2.30 "Participant" means any Eligible Employee who has satisfied the requirements of Section 3.1 and has not for any reason become ineligible to participate further in the Plan.

2.31 "Plan" means this basic Plan Document and the Adoption Agreement as adopted by the Employer, including all amendments thereto. "Plan" means the "Health Reimbursement Arrangement (HRA)."

2.32 "Premiums" mean the Participant's cost for any health plan coverage.

2.33 "PHI" or Protected Health Information means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that (1) is created or received by the Plan or the Plan Administrator; (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual. Protected Health Information includes PHI that is transmitted by or maintained in electronic media.

2.34 "QMCSO" means Qualified Medical Child Support Order.

- 2.35 “Qualifying Medical Expenses”** means any expense eligible for reimbursement under the Plan which would qualify as a “medical expense” (within the meaning of Code Section 213(d), as allowed under Code Sections 105 and 106 and the rulings and Treasury regulations thereunder of the Participant, the Participant’s Spouse, and the Participant’s Dependents and not otherwise used by the Participant as a deduction in determining the Participant’s tax liability under the Code or reimbursed under any other health coverage, including a healthcare flexible spending account. Qualifying Medical Expenses covered by this Plan are limited as elected in the Adoption Agreement. A Participant may not be reimbursed for “qualified long-term care services” as defined in Code Section 7702B(c). If the Employer provides a Health Savings Account for Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 213(d). "Incurred" means when the Participant is provided with the medical care that gives rise to the Qualifying Medical Expense and not when the Participant formally billed or charged for, or pays for, the medical care.
- 2.36 “Recover”** or Recovered, Recovery, or Recoveries means all monies paid to the Participant, his or her Spouse, and his or her Dependents by way of judgment, settlement, or otherwise to compensate for all losses caused by the injury or sickness, whether or not said losses reflect medical or dental charges covered by the Plan. Recoveries further includes, but is not limited to, recoveries for medical or dental expenses, attorneys' fees, costs and expenses, pain and suffering, loss of consortium, wrongful death, lost wages and any other Recovery of any form of damages or compensation whatsoever.
- 2.37 “Refund”** means repayment to the Plan for medical or dental benefits that it has paid toward care and treatment of the injury or sickness.
- 2.38 “Subrogation”** means the Plan's right to pursue and place a lien upon the Participant’s, his or her Spouse’s, and his or her Dependents’ claims for medical or dental charges against the other person.
- 2.39 “Third Party”** means any Third Party including another person or a business entity.
- 2.40 “Spouse”** means an individual as defined under federal law, of a participant, unless legally separated by court decree.
- 2.41 “USERRA”** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.
- 2.42 “WHCRA”** means the Women's Health and Cancer Rights Act of 1998.

ARTICLE III PARTICIPATION

3.1 Eligibility

Any Eligible Employee shall be eligible to participate hereunder on the date such Employee satisfies the conditions of eligibility elected in the Adoption Agreement.

An Eligible Employee may make or change an election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of CHIP; provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

To be eligible to participate in the Plan, any Eligible Employee must also participate in a Medical Plan, as specified in the Adoption Agreement.

3.2 Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

3.3 Termination of Participation

This Section shall be applied and administered consistent with any rights a Participant and the Participant's Spouse and Dependents may be entitled to pursuant to Code Section 4980B, Section 8.13 of the Plan, or any election on the Adoption Agreement. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses of the Participant and his or her Spouse and Dependents and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries.

3.4 Election to Suspend Account

A Participant may elect to suspend his or her account for any future plan year by submitting a suspension election form to the Plan Administrator before the beginning of that plan year. The Participant's suspension election will remain in effect for the entire plan year to which it applies, and the Participant may not modify or revoke the election during that plan year. The Participant will not receive reimbursements for any medical care expenses incurred during the plan year to which the suspension election applies except for limited-scope dental or vision expenses that qualify as excepted benefits for HIPAA purposes.

If a Participant suspends his or her account for a plan year, the Employer will suspend contributions to the account for that plan year. Medical care expenses incurred before the beginning of the suspended plan year will be reimbursed during the suspended plan year, subject to the reimbursement procedures, so long as no suspension election was in effect for the plan year in which such expenses were incurred.

3.5 Permanent Opt-Out

In lieu of a temporary suspension of a Participant's account, a Participant may elect to permanently opt out of and waive future reimbursements from his or her account. A Participant who makes that election will not receive reimbursements for any medical care expenses incurred after the opt-out election takes effect, except for limited-scope dental or vision expenses that qualify as excepted benefits for HIPAA purposes. Medical care expenses incurred before the opt-out election takes effect, however, may be reimbursed during the first Plan Year to which the opt-out election applies, subject to the reimbursement procedures, so long as no suspension election was in effect for the plan year in which such expenses were incurred.

If a Participant permanently opts out of this Plan, the Employer will also discontinue contributions to the Participant's account.

The opportunity to make a permanent opt-out election shall be offered to each Participant at least annually. No similar offer shall be required at termination of employment.

3.6 Waiver of Participation

Participation Following Rehire

If a Participant terminates his employment for any reason, including (but not limited to) disability, retirement, layoff or voluntary resignation, and then is rehired, such Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

Participation During Leaves of Absence

- (a) Notwithstanding any other provision to the contrary in this Plan, if a Participant is eligible for a qualifying leave under FMLA, then to the extent required by FMLA, as applicable, the Employer shall continue to maintain the Participant's benefits on the same terms and conditions as if the Participant were still considered an active Employee. This provision will only apply if the employer is subject to the terms of FMLA.
- (b) If a Participant is eligible for leave under USERRA, the Participant may elect to continue coverage for up to 24 months after the absence begins, or the period of absence, whichever is shorter. The Participant cannot be required to pay more than 102% of the full premium for the coverage. If the uniformed service was for 30 or fewer days, the person cannot be required to pay more than the normal Participant share of any premium.
- (c) If a Participant is eligible for a leave of absence that is not subject to FMLA or USERRA, the Participant will be treated as specified in the Adoption Agreement.

3.7 COBRA Rights

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, the Participant and his or her eligible Spouse and eligible Dependents (qualified beneficiaries), whose coverage terminates under the account because of a COBRA qualifying event, shall be given the opportunity to continue (on a self-pay basis) the same coverage that he or she had under the account the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA). However, in the event that such coverage is modified for all similarly-situated non-COBRA Participants prior to the date continuation coverage is elected, qualified beneficiaries shall be eligible to continue the same coverage that is provided to similarly-situated non-COBRA Participants. As specified in the Adoption Agreement, qualified beneficiaries shall be credited with a reimbursement accrual (i.e., the maximum annual reimbursement amount, divided by a factor specified in the Adoption Agreement) that is made available to similarly situated non-COBRA beneficiaries, and any unused reimbursement amounts from the previous period of coverage shall be carried over (provided that the applicable premium is paid). A premium for continuation coverage shall be charged to qualified beneficiaries in such amounts and shall be payable at such times as are established by the Plan Administrator and permitted by COBRA.

ARTICLE IV BENEFITS

4.1 Establishment of Plan

- (a) This Health Reimbursement Arrangement is intended to qualify as an HRA under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- (b) Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses as defined under the Plan and the Adoption Agreement.
- (c) The Employer shall make available to each Participant an Employer Contribution as elected in the Adoption Agreement, for the reimbursement of Qualifying Medical Expenses. No salary reduction contributions may be made to this Health Reimbursement Arrangement.
- (d) This Plan shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder, to the extent necessary to maintain this Plan as a Health Reimbursement Arrangement.
- (e) If the Employer maintains an HSA for Participants, this Arrangement shall be operated in accordance with the restrictions under Code Section 223.
- (f) This Plan shall be integrated with and maintained with a Medical Plan as specified in the Adoption Agreement.

4.2 Nondiscrimination Requirements

- (a) It is the intent of this Health Reimbursement Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) If the Administrator deems it necessary to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

4.3 Health Reimbursement Arrangement Claims

- (a) The Administrator shall direct the reimbursement to each eligible Participant for all Qualifying Medical Expenses. All Qualifying Medical Expenses eligible for reimbursement pursuant to Section 4.1(b) shall be reimbursed during the Coverage Period, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Qualifying Medical Expenses were incurred during a Coverage Period. Claims must include receipts or documentation that the expense being incurred is eligible for reimbursement, in order to claim reimbursement. Expenses may be reimbursed in subsequent Coverage Period, subject to the provisions on the Adoption Agreement and Section 4.3(c) below. However, a Participant may not submit claims incurred prior to beginning participation in the Plan and/or the Effective Date of the Plan, whichever is earlier.
- (b) Notwithstanding the foregoing, if elected in the Adoption Agreement, Qualifying Medical Expenses shall not be reimbursable under this Plan if eligible for reimbursement and claimed under the Employer's health FSA, Medical Plan or HSA, if applicable.
- (c) Claims for the reimbursement of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been filed as is administratively practicable. However, if a Participant fails to submit a claim within the period elected on the Adoption Agreement immediately following the end of the Coverage Period or calendar year, as selected, those Medical Expense claims shall not be considered for reimbursement by the Administrator.
- (d) Reimbursement payments under this Plan shall be made directly to the Participant.

4.4 Debit and Credit Cards

- (a) Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Qualifying Medical Expenses, subject to the following terms:
- (b) Each Participant issued a card shall certify that such card shall only be used for Qualifying Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- (c) Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Coverage Period the Participant remains a Participant in the Health Reimbursement Arrangement. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant withdraws from the Health Reimbursement Arrangement.

- (d) The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth on the Adoption Agreement.
- (e) The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.
- (f) The cards shall only be used for Qualifying Medical Expense purchases.
- (g) Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (h) If such purchase is later determined by the Administrator to not to qualify as a Qualifying Medical Expense, the Administrator, in its discretion, shall use the one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
 - (i) Repayment of the improper amount by the Participant;
 - (ii) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
 - (iii) Claims substitution or offset of future claims until the amount is repaid.

If subsections (i) through (iii) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE V CLAIM PROVISIONS

5.1 Claim for Benefits

Any claim for Benefits shall be made to the Administrator. The following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The claims Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (1) Was relied upon in making the claim determination;
- (2) Was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) Constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by the named fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

After a Participant's appeal has been denied by named fiduciary, he or she may be eligible to file a request for review under the external review procedure as provided under Treasury Regulations Section 54.9815-2719T(d)(1)(i); DOL Regulations Section 2590.715-2719(d)(1)(i) and HHS Regulations Section 147.136(d)(1)(i).

5.2 Named Fiduciary

The “named fiduciaries” of this Plan are (1) the Employer and (2) the Administrator. The named fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the Plan; and shall have the sole authority to appoint and remove the Administrator; and to amend the elective provisions of the Adoption Agreement or terminate, in whole or in part, the Plan. The Administrator shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described in the Plan. Furthermore, each named fiduciary may rely upon any such direction, information or action of another named fiduciary as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each named fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan. Any person or group may serve in more than one fiduciary capacity.

5.3 General Fiduciary Responsibilities

The Administrator shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and for the exclusive purpose of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan; with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and in accordance with the documents and instruments governing the Plan.

5.4 Nonassignability of Rights

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

ARTICLE VI ADMINISTRATION

6.1 Plan Administration

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (f) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.
- (g) To establish and communicate procedures to determine whether a medical child support order is qualified.

- (h) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan; and
- (i) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

6.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

6.3 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

6.4 Coordination of Benefits

When a Participant is covered by this Plan and another plan, or the Participant's Spouse is covered by this Plan and by another plan or the Participant's Dependents are covered under two or more plans, the plans will coordinate benefits when a claim is received.

The plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the allowable Qualified Medical Expenses.

The plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance up to each one's plan formula minus whatever the primary plan paid (non-duplication of benefits). The total reimbursement will never be more than the amount that would have been paid if the secondary plan had been the primary plan -- 50% or 80% or 100% -- whatever it may be. The balance due, if any, is the responsibility of the Participant.

Benefit plan. This provision will coordinate the medical and dental benefits of a benefit plan. The term benefit plan means this Plan or any one of the following plans:

- (1) Group or group-type plans, including franchise or blanket benefit plans.
- (2) Group practice and other group prepayment plans.
- (3) Federal government plans or programs. This includes, but is not limited to, Medicare and Tricare.
- (4) Other plans required or provided by law. This does not include Medicaid or any benefit plan like it that, by its terms, does not allow coordination.
- (5) No fault auto insurance, by whatever name it is called, when not prohibited by law.

Automobile limitations. When medical payments are available under vehicle insurance, the Plan shall always be considered the secondary carrier regardless of the individual's election under PIP (personal injury protection) coverage with the auto carrier.

Benefit plan payment order. When two or more plans provide benefits for the same Allowable Expense, benefit payment will follow these rules:

- (1) Plans that do not have a coordination provision, or one like it, will pay first. Plans with such a provision will be considered after those without one.
- (2) Plans with a coordination provision will pay their benefits up to the Allowable Expense:
 - (a) The benefits of the plan which covers the person directly (that is, as an employee, member or subscriber) ("Plan A") are determined before those of the plan which covers the person as a Spouse or Dependent ("Plan B").
 - (b) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers that person as a laid-off or retired Employee. The benefits of a benefit plan which covers a person as a Spouse or Dependent of an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a Spouse or Dependent of a laid off or retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.

- (c) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those benefits of a benefit plan which covers that person as a laid-off or retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.
- (d) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired or a Spouse or Dependent of an Employee who is neither laid off nor retired are determined before those of a plan which covers the person as a COBRA beneficiary.
- (e) When a child is covered as a Dependent and the parents are not separated or divorced, these rules will apply:
 - (i) The benefits of the benefit plan of the parent whose birthday falls earlier in a year are determined before those of the benefit plan of the parent whose birthday falls later in that year;
 - (ii) If both parents have the same birthday, the benefits of the benefit plan which has covered the parent for the longer time are determined before those of the benefit plan which covers the other parent.
- (f) When a child's parents are divorced or legally separated, these rules will apply:
 - (i) This rule applies when the parent with custody of the child has not remarried. The benefit plan of the parent with custody will be considered before the benefit plan of the parent without custody.
 - (ii) This rule applies when the parent with custody of the child has remarried. The benefit plan of the parent with custody will be considered first. The benefit plan of the stepparent that covers the child as a Dependent will be considered next. The benefit plan of the parent without custody will be considered last.
 - (iii) This rule will be in place of items (i) and (ii) above when it applies. A court decree may state which parent is financially responsible for medical and dental benefits of the child. In this case, the benefit plan of that parent will be considered before other plans that cover the child as a Dependent.

- (iv) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined above when a child is covered as a Dependent and the parents are not separated or divorced.
 - (v) For parents who were never married to each other, the rules apply as set out above as long as paternity has been established.
 - (g) If there is still a conflict after these rules have been applied, the benefit plan which has covered the patient for the longer time will be considered first. When there is a conflict in coordination of benefit rules, the Plan will never pay more than 50% of Allowable Expenses when paying secondary.
- (3) Medicare will pay primary, secondary or last to the extent stated in federal law. When Medicare is to be the primary payer, this Plan will base its payment upon benefits that would have been paid by Medicare under Parts A and B regardless of whether or not the person was enrolled under any of these parts. The Plan reserves the right to coordinate benefits with respect to Medicare Part D. The Plan Administrator will make this determination based on the information available through CMS.
- (4) If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.
- (5) The Plan will pay primary to Tricare and a state child health plan to the extent required by federal law.

Claims determination period. Benefits will be coordinated on a calendar year basis. This is called the claims determination period.

Right to receive or release necessary information. To make this provision work, this Plan may give or obtain needed information from an insurer or any other organization or person. This information may be given or obtained without the consent of or notice to any other person. A Participant will give this Plan the information it asks for about other plans and their payment of Qualified Medical Expenses.

Facility of payment. This Plan may repay other plans for benefits paid that the Plan Administrator determines it should have paid. That repayment will count as a valid payment under this Plan.

Right of Recovery. This Plan may pay benefits that should be paid by another benefit plan. In this case this Plan may recover the amount paid from the other benefit plan or the Participant and his or her Spouse and Dependents. That repayment will count as a valid payment under the other benefit plan.

Further, this Plan may pay benefits that are later found to be greater than the Allowable Expense. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid.

Exception to Medicaid. The Plan shall not take into consideration the fact that an individual is eligible for or is provided medical assistance through Medicaid when enrolling an individual in the Plan or making a determination about the payments for benefits received by a Participant and his or her Spouse and Dependents under the Plan.

6.5 Right of Subrogation and Refund

When this provision applies. The Participant and his or her Spouse and Dependents may incur medical or dental charges due to Injuries which may be caused by the act or omission of a Third Party or a Third Party may be responsible for payment. In such circumstances, the Participant and his or her Spouse and Dependents may have a claim against that Third Party, or insurer, for payment of the medical or dental charges. Accepting benefits under this Plan, for those who incurred medical or dental expenses, automatically assigns to the Plan any rights that the Participant and his or her Spouse and Dependents may have in recovering payments from any Third Party or insurer. This Subrogation right allows the Plan to pursue any claim which the Participant and his or her Spouse and Dependents has against any Third Party, or insurer, whether or not the Participant and his or her Spouse and Dependents chooses to pursue that claim. The Plan may make a claim directly against the Third Party or insurer, but in any event, the Plan has a lien on any amount recovered by the Participant and his or her Spouse and Dependents, whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The payment for benefits received by a Participant and his or her Spouse and Dependents under the Plan shall be made in accordance with the assignment of rights by or on behalf of the Participant and his or her Spouse and Dependents, as required by Medicaid.

In any case in which the Plan has a legal liability to make payments for benefits received by a Participant and his or her Spouse and Dependents, to the extent that payment has been made through Medicaid, the payment for benefits under the Plan shall be made in accordance with any state law that has provided that the state has acquired the rights of the Participant and his or her dependents to the payments of those benefits.

The Participant and his or her Spouse and Dependents:

- (1) Automatically assigns to the Plan his or her rights against any Third Party or insurer when this provision applies; and

- (2) Must repay to the Plan the benefits paid on his or her behalf out of the Recovery made from the Third Party or insurer.

Amount subject to Subrogation or Refund. The Participant and his or her Spouse and Dependents agree to recognize the Plan's right to Subrogation and reimbursement. These rights provide the Plan with a 100%, first dollar priority over any and all Recoveries and funds paid by a Third Party to a Participant and his or her Spouse and Dependents relative to the Injury or Sickness, including a priority over any claim for non-medical or dental charges, attorney fees, or other costs and expenses. Accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan any and all rights the Participant and his or her Spouse and Dependents may have to recover payments from any responsible third party. Further, accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan the Participant's and his or her Spouse's and Dependents' Third Party claims.

Notwithstanding its priority to funds, the Plan's Subrogation and Refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical or dental charges as well as any costs and fees associated with the enforcement of its rights under the Plan. The Plan reserves the right to be reimbursed for its court costs and attorneys' fees, if the Plan needs to file suit in order to recover payment for medical or dental expenses from the Participant and his or her Spouse and Dependents. Also, the Plan's right to Subrogation still applies if the Recovery received by the Participant and his or her Spouse and Dependents is less than the claimed damage, and, as a result, the claimant is not made whole.

When a right of Recovery exists, the Participant and his or her Spouse and Dependents will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure the Plan's right of Subrogation as a condition to having the Plan make payments. In addition, the Participant and his or her Spouse and Dependents will do nothing to prejudice the right of the Plan to Subrogate.

Conditions Precedent to Coverage. The Plan shall have no obligation whatsoever to pay medical or dental benefits to a Participant and his or her Spouse and Dependents if a Participant and his or her Spouse and Dependents refuse to cooperate with the Plan's reimbursement and Subrogation rights or refuses to execute and deliver such papers as the Plan may require in furtherance of its reimbursement and Subrogation rights. Further, in the event the Participant or his or her Spouse or Dependent is a minor, the Plan shall have no obligation to pay any medical or dental benefits incurred on account of injury or sickness caused by a responsible Third Party until after the Participant and his or her Spouse and Dependents or his authorized legal representative obtains valid court recognition and approval of the Plan's 100%, first dollar reimbursement and Subrogation rights on all Recoveries, as well as approval for the execution of any papers necessary for the enforcement thereof, as described herein.

Recovery from another plan under which the Participant and his or her Spouse and Dependents are covered. This right of Refund also applies when a Participant and his or her Spouse and Dependents recovers under an uninsured or underinsured motorist plan (which will be treated as Third Party coverage when reimbursement or Subrogation is in order), homeowner's plan, renter's plan, medical malpractice plan or any liability plan.

Rights of Plan Administrator. The Plan Administrator has a right to request reports on and approve of all settlements.

6.6 Right to Information and Fraudulent Claims

Any person claiming benefits under the Plan shall furnish the Plan Administrator with such information and documentation as may be necessary to verify eligibility for and/or entitlement to benefits under the Plan.

The Plan Administrator shall have the right and opportunity to have a Participant examined when benefits are claimed, and when and so often as it may be required during the pendency of any claim under the Plan. The Plan Administrator shall have the right and opportunity to have an autopsy done in the case of death, where it is not forbidden by law.

If a person is found to have falsified any document in support of a claim for benefits or coverage under the Plan, or failed to have corrected information which such person knows or should have known to be incorrect, or failed to bring such misinformation to the attention of the Plan Administrator, the Plan Administrator may, without the consent of any person, terminate the person's Plan coverage, including retroactively. Such person shall be responsible to provide restitution, including monetary repayment to the Plan, with respect to any overpayment or ineligible payment of benefits.

6.7 Right to Recover Benefit Overpayments and Other Erroneous Payments

If, for any reason, any benefit under the Plan is erroneously paid or exceeds the amount appropriately payable under the Plan to a Participant or a beneficiary, the Participant or the beneficiary shall be responsible for refunding the overpayment to the Plan. In addition, if the Plan makes any payment that, according to the terms of the Plan, should not have been made, the Plan Administrator or the Employer (or designee) may recover that incorrect payment, whether or not it was made due to Plan Administrator's (or its designee's) own error, from the person to whom it was made or from any other appropriate party. As may be permitted in the sole discretion of the Plan Administrator the refund or repayment may be made in one or a combination of the following methods: (a) in the form of a single lump-sum payment, (b) as a reduction of the amount of future benefits otherwise payable under the Plan, (c) as automatic deductions from pay or (d) any other method as may be required or permitted in the sole discretion of the Plan Administrator. The Plan may also seek recovery of the erroneous payment or benefit overpayment from any other appropriate party.

ARTICLE VII AMENDMENT OR TERMINATION OF PLAN

7.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant.

7.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further reimbursements shall be made.

ARTICLE VII MISCELLANEOUS

8.1 Plan Interpretation

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 8.11.

8.2 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

8.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 105 and any Treasury regulations thereunder.

8.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

8.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

8.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

8.7 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

8.8 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Qualifying Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

8.9 Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in trust but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

8.10 Governing Law

This Plan shall be construed and enforced according to the Code and the laws of the state or commonwealth in which the Employer's principal office is located (unless otherwise designated in the Adoption Agreement), other than its laws respecting choice of law.

8.11 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

8.12 Headings

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

8.13 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

8.14 Family and Medical Leave Act

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of FMLA and regulations thereunder, this Plan shall be operated in accordance with federal regulation.

8.15 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

8.16 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

8.17 Electronic Communications

Whenever an Employee, Participant, Spouse, or Dependent is required to provide information or perform a written process, the Plan Administrator may, in its discretion, permit or require that electronic means be used. In addition, meetings of Plan Administrator may be held in person or through electronic or telephonic means or a combination thereof and written actions of the Plan Administrator may be taken using electronic or conventional means. In the use of electronic communication, the Plan Administrator shall follow all guidelines published by the Department of Labor and the Internal Revenue Service.

8.18 HIPAA Privacy Standards

- (a) If this Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the “Privacy Standards”), then this Section shall apply.
- (b) The Plan shall not disclose PHI to any member of Employer’s workforce unless each of the conditions set out in this Section are met. PHI shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (c) PHI disclosed to members of Employer’s workforce shall be used or disclosed by them only for purposes of Plan administrative functions and any other functions specified in the regulations. The Plan’s administrative functions shall include all Plan payment functions and health care operations. The terms “payment” and “health care operations” shall have the same definitions as set out in the Privacy Standards, but the term “payment” generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

(d) The Plan shall disclose PHI only to members of the Employer's workforce who are authorized to receive such PHI, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan and specified under the Employer's privacy policy. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive PHI.

(1) An authorized member of the Employer's workforce who receives PHI shall use or disclose the PHI only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses PHI other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) Investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) Appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) Mitigation of any harm caused by the breach, to the extent practicable; and

(iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides PHI received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

- (3) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the PHI of which it becomes aware that is inconsistent with the uses or disclosures permitted by this section, or required by law;
- (5) Make available PHI to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available PHI for amendment by individual Plan members and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the PHI required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to HHS for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

8.19 HIPAA Electronic Security Standards

If this Plan is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards") and as amended by HITECH, then this section shall apply as follows:

- (a) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan.

- (b) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 8.18.
- (d) The Plan shall not disclose PHI to any member of Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (e) PHI disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- (f) The Plan shall disclose PHI only to members of the Employer's workforce, who are authorized to receive such PHI, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive PHI.
 - (1) An authorized member of the Employer's workforce who receives PHI shall use or disclose the PHI only to the extent necessary to perform his or her duties with respect to the Plan.
 - (2) In the event that any member of the Employer's workforce uses or discloses PHI other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
 - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

- (ii) Appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
- (iii) Mitigation of any harm caused by the breach, to the extent practicable; and
- (iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(g) The Employer must provide certification to the Plan that it agrees to:

- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides PHI received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the PHI of which it becomes aware that is inconsistent with the uses or disclosures permitted by this section, or required by law;
- (5) Make available PHI to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available PHI for amendment by individual Plan members and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the PHI required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to HHS for purposes of determining compliance by the Plan with the Privacy Standards;

- (9) If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

8.20 Mental Health Parity and Addiction Equity Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with MHPAEA.

8.21 Genetic Information Nondiscrimination Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with GINA.

8.22 Women's Health and Cancer Rights Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with WHCRA.

8.23 Newborns' and Mothers' Health Protection Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with NMHPA.

8.24 Patient Protection and Affordable Care Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the ACA. Whether the plan is grandfathered is indicated in the Adoption Agreement.

8.25 Qualified Medical Child Support Orders

The Plan shall reimburse those medical care expenses as required by any qualified QMCSO and will provide benefits to Dependent children placed with participants or beneficiaries for adoption under the same terms and conditions as apply in the case of Dependent children who are natural children of participants or beneficiaries. The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

8.26 Benefits for Adopted Children

The Plan shall reimburse medical care expenses for Dependent children placed with a Participant for adoption under the same terms and conditions as apply in the case of Dependent children who are natural children of other participants.

8.27 Special Rights on Childbirth

In reimbursing medical care expenses, the Plan generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than the above periods. In any case, such plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of the above periods.

8.28 Participant's Responsibilities

Each Participant shall be responsible for providing the Plan Administrator, and the Employer with his or her current address. Any notices required or permitted to be given to a Participant hereunder shall be deemed given if directed to the address most recently provided by the Participant and mailed by first class United States mail. The insurance companies, the Plan Administrator and the Employer shall have no obligation or duty to locate a Participant.

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned Principal of City of Holly Springs (the Employer) hereby certifies that the following resolutions were duly adopted on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the Health Reimbursement Arrangement effective July 1, 2021, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

The undersigned further certifies that attached hereto is a true copy of the Health Reimbursement Arrangement and the Summary Plan Description approved and adopted in the foregoing resolutions.

Principal

Date



COUNCIL AGENDA REPORT

FROM: Karen Norred

CC: City Clerk
Public Information

SUBJECT: Amendment to the Anthem BCBS plan to change the termination of coverage to the end of the month

DATE: June 3, 2021

COUNCIL MEETING DATE: June 7, 2021

REPORT-IN-BRIEF

There was a discussion during the April 19, 2021 Finance and Administration Committee meeting about amending the Anthem BCBS plan documents, if necessary, and policy to terminate the medical, dental and vision lines of coverage at the end of the month instead of the day an employee separates employment.

CONCURRENCES

Finance and Administration Committee

FISCAL IMPACT

N/A

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (“Sublicense Agreement”) is entered into between Georgia Department of Community Affairs (“**Coordinating Program**”) and _____ (“**Sublicensee**”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

National Main Street Center
Local Program Accredited Member Sublicensing Agreement

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

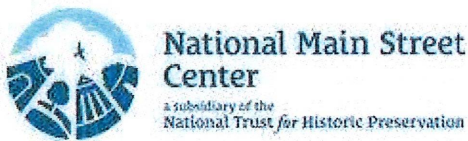
- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different

National Main Street Center
Local Program Accredited Member Sublicensing Agreement

logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through April 30, 2022, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class

National Main Street Center
Local Program Accredited Member Sublicensing Agreement

postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Jessica Reynolds
Address: 60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404.520.4271
Email: Jessica.Reynolds@dca.ga.gov

To Sublicensee:

Name: _____
Address: _____

Phone: _____
Email: _____

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

Sublicensee

By: _____
Jessica Reynolds, Director
Date: _____

By: _____
Date: _____

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

11.07+/- acres, identified as parcel 233 (partial) of tax plat 15N19 of the 15th District of Cherokee County, located off of Highway 140 and more particularly identified by "Exhibit A," the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be placed in Ward Number 3 of the corporate limits of the City of Holly Springs, Georgia.

Section 3

Upon annexation, this tract shall be zoned R-40, Single Family Residential.

Section 4

This ordinance shall become effective on the 1st day August, 2021.

Section 5

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 3 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 8th day of July, 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

Michael Roy Zenchuk II, Mayor Pro Tem

Karen Norred, City Clerk

Seal:

A-02-2021
MA-03-2021
CUP-03-2021
Location Map
Annexation Request
Rezoning Request
Conditional Use Permit Request

0 250 500 750 1,000
Feet



Parcel Requesting Annexation, Rezoning, and Conditional Use

10' Strip to remain in County

Orchard Dr

Old Pioneer Trl

Hickory Flat Hwy

Holly Springs Zoning 2021

	AG- Agricultural		PDR- Planned Development Residential
	R-40- Single Family Residential Estate		HDMFR- High Density Multi-Family Residential
	R-20- Single Family Residential		GC- General Commercial
	RD-20- Single Family and Duplex		NC- Neighborhood Commercial
	RD-3- Single Family Residential		OI- Office Institutional
	PUD- Planned Unit Development		GV- Governmental
	TND- Traditional Neighborhood Development		LI- Light Industrial
			MXD- Mixed Use Overlay
			Parcels
			Roads

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 11.07+/- acres, identified as tax parcel 233 of tax plat 15N19, Land Lot 101 of the 15th District of Cherokee County, from R-40 Single Family Residential Estate to NC, Neighborhood Commercial; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Rising Hills Church, requesting rezoning in the City of Holly Springs, Georgia, concerning 11.07+/- acres, identified as tax parcel 233 of tax plat 15N19, Land Lot 101 of the 15th District of Cherokee County, from R-40 Single Family Residential Estate to NC, Neighborhood Commercial; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 11.07+/- acres, identified as tax parcel 233 of tax plat 15N19, Land Lot 101 of the 15th District of Cherokee County, is hereby rezoned from R-40 Single Family Residential Estate to NC, Neighborhood Commercial; and

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. All improvements to Highway 140 shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Highway 140, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
4. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.

5. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers. Additional evergreen vegetation shall be installed within the buffer as approved by the City Arborist.
6. The following uses shall be prohibited on this site:
 - a. Adult Entertainment
 - b. Auto Laundry/Carwash Establishment
 - c. Auto Leasing Establishments
 - d. Auto Service Establishments
 - e. Automobile Sales-New
 - f. Automobile Sales-Used
 - g. Amusement parks
 - h. Animal hospitals/clinics with outdoor kennels
 - i. Boat Sales Facility
 - j. Bowling Alley
 - k. Cash, Check Cashing, and Pawn Establishments
 - l. Cellular phone towers
 - m. Emissions Testing Facilities
 - n. Gasoline Service Stations
 - o. Go-kart, motor bike track
 - p. Hotel and Extended Stay Facilities
 - q. Membership Club Warehouse
 - r. Outdoor Amusement Enterprises
 - s. Recreation Park
 - t. Tattoo Parlors and Body Piercing Establishments
 - u. Tire sales with outdoor storage

Section 3

This ordinance shall become effective August 1, 2021, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 8th day of July, 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-03-2021, identified as tax parcel 233 of tax plat 15N19, located off of Highway 140, to allow a “Church” establishment in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Rising Hills Church requesting a Conditional Use Permit CUP-03-2021 to allow a “Church” establishment in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 11.07+/- acres, now or formerly known as tax parcel 233 of tax plat 15N19 is zoned NC, Neighborhood Commercial; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

A Conditional Use Permit for a “Church” establishment, concerning 11.07+/- acres, identified as tax parcel 233 of tax plat 15N19, located off of Highway 140, is hereby approved.

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. All improvements to Highway 140 shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
3. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Highway 140, as applicable and approved by the Georgia Department of Transportation (GDOT) and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Hickory Road District, as stated in Article 19, Design Guidelines for Model Zoning District.
4. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.
5. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping and buffers. Additional evergreen vegetation shall be installed within the buffer as approved by the City Arborist.

Section 3

This ordinance shall become effective August 1, 2021, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the date identified in Section 3 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 8th day July, 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:



FINANCIAL HIGHLIGHTS
May 31, 2021



Budget Summary
42% of year lapsed

	Audited		Unaudited	
	2020 Year End Actual	2021 Budget	2021 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	10,114,372	9,500,000	2,559,202	26.94%
Operating Grant Fund	118,915	125,000	27,132	21.71%
Parks & Recreation Fund	453,161	386,000	188,887	48.93%
Hotel/Motel Tax Fund	3,579	5,000	1,887	37.74%
Urban Redevelopment Agency	5,784,104	4,000,000	399,929	10.00%
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	1,004,784	14.88%
Town Center Fund	5,923,464	4,167,692	399,946	9.60%
Debt Service Fund	51,932	1,102,952	373	0.03%
Stormwater Utility Fund	871,402	376,317	21,365	5.68%
TOTAL REVENUES - ALL FUNDS	\$ 25,754,822	\$ 26,761,241	\$ 4,603,586	17.20%
EXPENDITURES/EXPENSES BY FUND				
General Fund	8,820,068	9,500,000	5,154,955	54.26%
Operating Grant Fund	118,907	125,000	61,128	48.90%
Parks & Recreation Fund	89,327	386,000	71,902	18.63%
Hotel/Motel Tax Fund	1,541	5,000	4,295	85.90%
Urban Redevelopment Agency	5,784,104	4,000,000	399,929	10.00%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,663,596	6,750,480	302,578	4.48%
Town Center Fund	6,235,613	4,167,692	387,922	9.31%
Debt Service Fund	279,985	1,102,952	565,165	51.24%
Stormwater Utility Fund	329,963	376,317	82,957	22.04%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 23,323,104	\$ 26,761,241	\$ 7,030,830	26.27%



**Comparison to Prior Year
42% of year lapsed**

	05/31/20 Actual	2020 Annual Budget	% of Annual Budget	05/31/21 Actual	2021 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	1,956,619	9,500,000	20.60%	2,559,202	9,500,000	26.94%
Operating Grant Fund	63,918	215,000	29.73%	27,132	125,000	21.71%
Parks & Recreation Fund	169,508	377,500	44.90%	188,887	386,000	48.93%
Hotel/Motel Tax Fund	1,110	3,000	36.99%	1,887	5,000	37.74%
Urban Redevelopment Agency	3,506,969	6,000,000	58.45%	399,929	4,000,000	10.00%
SPLOST III Fund	39	274,650	0.01%	75	280,000	0.03%
SPLOST IV Fund	18	70,000	0.03%	6	67,800	0.01%
SPLOST V Fund	1,039,610	8,814,505	0.00%	1,004,784	6,750,480	14.88%
Town Center Fund	3,507,108	6,551,600	53.53%	399,946	4,167,692	9.60%
Debt Service Fund	892	516,319	0.17%	373	1,102,952	0.03%
Stormwater Utility Fund	13,632	350,000	3.89%	21,365	376,317	5.68%
TOTAL REVENUES - ALL FUNDS	\$ 10,259,421	\$ 32,672,574	14.09%	\$ 4,603,586	\$ 26,761,241	17.20%
EXPENDITURES/EXPENSES BY FUND						
General Fund	4,842,468	9,500,000	50.97%	5,154,955	9,500,000	54.26%
Operating Grant Fund	63,337	215,000	29.46%	61,128	125,000	48.90%
Parks & Recreation Fund	34,443	377,500	9.12%	71,902	386,000	18.63%
Hotel/Motel Tax Fund	540	3,000	18.00%	4,295	5,000	85.90%
Urban Redevelopment Agency	3,506,969	6,000,000	58.45%	399,929	4,000,000	10.00%
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	386,655	8,814,505	0.00%	302,578	6,750,480	4.48%
Town Center Fund	4,054,333	6,551,600	61.88%	387,922	4,167,692	9.31%
Debt Service Fund	15,382	516,319	2.98%	565,165	1,102,952	51.24%
Stormwater Utility Fund	73,673	350,000	21.05%	82,957	376,317	22.04%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 12,977,801	\$ 32,672,574	21.52%	\$ 7,030,830	\$ 26,761,241	26.27%



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

Fund	Audited			Unaudited	
	Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Balance as of 05/31/2021	Net Increase/ (Decrease)
General Fund	7,557,635	2,559,202	5,154,955	4,961,882	(2,595,753)
Operating Grant Fund	37,134	27,132	61,128	3,138	(33,996)
Parks & Recreation Fund	513,325	188,887	71,902	630,310	116,985
Hotel/ Motel Tax Fund	8,880	1,887	4,295	6,472	(2,408)
Urban Redevelopment Agency	-	399,929	399,929	-	-
SPLOST III Fund	280,106	75	-	280,181	75
SPLOST IV Fund	69,064	6	-	69,070	6
SPLOST V Fund	(2,296,654)	1,004,784	302,578	(1,594,447)	702,207
Town Center Fund	(144,757)	399,946	387,922	(132,733)	12,024
Debt Service Fund	1,592,641	373	565,165	1,027,849	(564,792)
Stormwater Utility Fund	4,696,706	21,365	82,957	4,635,115	(61,591)
	\$ 12,314,080	\$ 4,603,586	\$ 7,030,830	\$ 9,886,836	\$ (2,427,244)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

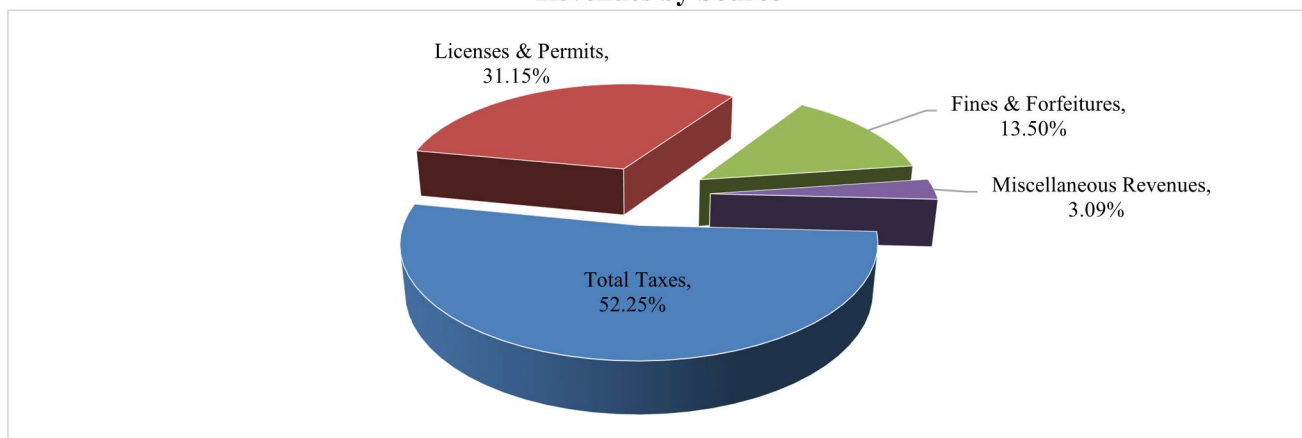




Budget Comparison Report - General Fund
42% of year lapsed

REVENUES	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Property Taxes	4,718	4,800,000	247,656	5.16%
Motor Vehicle Taxes	13,177	90,000	54,054	60.06%
Motor Vehicle Title Ad Valorem Tax	53,972	385,000	262,034	68.06%
Mobile Home Tax	46	150	166	110.45%
Recording Intangible Taxes	8,890	150,000	48,373	32.25%
Penalties & Interest	1,342	12,000	4,579	38.16%
Fifa Fees	165	2,000	1,155	57.74%
Franchise Tax	-	465,000	478,702	102.95%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	795	15,000	6,378	42.52%
Business & Occupation Tax	9,740	135,000	60,207	44.60%
Financial Institutions Tax	-	3,500	1,516	43.31%
Insurance Premium Tax	-	750,000	-	0.00%
Total Taxes	106,516	7,317,400	1,337,230	18.27%
Licenses & Permits	168,960	1,197,600	797,280	66.57%
Fines & Forfeitures	78,594	765,050	345,611	45.17%
Miscellaneous Revenues	7,114	134,700	57,049	42.35%
Interest Income	3,016	40,000	5,401	13.50%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	16,610	25,000	16,610	66.44%
Donation from Private Sources	-	20,000	20	0.10%
TOTAL GENERAL FUND REVENUES	\$ 380,810	\$ 9,500,000	\$ 2,559,202	26.94%

Revenues by Source



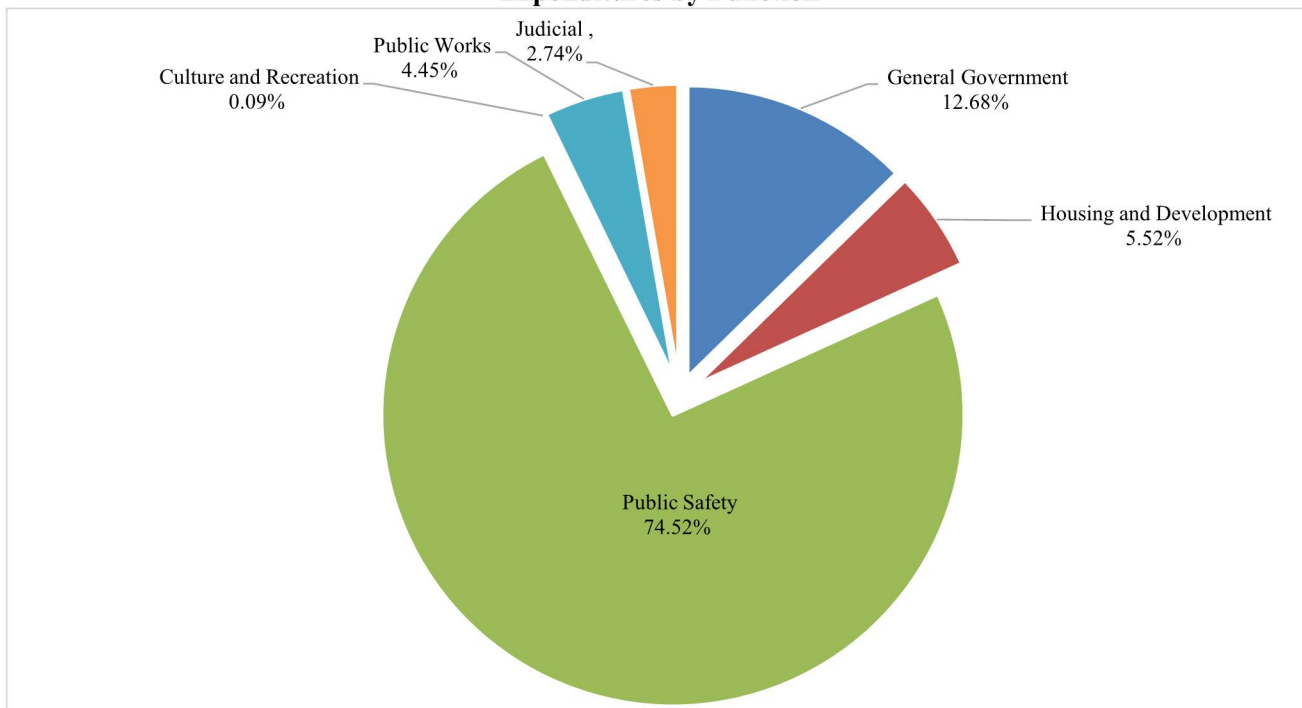
EXPENDITURES	May 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
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Budget Comparison Report - General Fund
42% of year lapsed

General Government	171,965	1,512,574	653,784	43.22%
Housing and Development	56,276	759,112	284,519	37.48%
Public Safety	254,755	6,192,975	3,841,346	62.03%
Culture and Recreation	-	29,500	4,419	14.98%
Public Works	49,669	634,740	229,495	36.16%
Judicial	26,600	371,099	141,392	38.10%
TOTAL GENERAL FUND EXPENDITURES	\$ 559,265	\$ 9,500,000	\$ 5,154,955	54.26%

Expenditures by Function





Budget Comparison Report - All Funds
42% of year lapsed

		Unaudited		
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	10,114,372	9,500,000	2,559,202	26.94%
Expenditures:	8,820,068	9,500,000	5,154,955	54.26%
Excess Revenues over (under) Expenditures	1,294,304	-	(2,595,753)	
<u>OPERATING GRANT FUND</u>				
Revenues:	118,915	125,000	27,132	21.71%
Expenditures:	118,907	125,000	61,128	48.90%
Excess Revenues over (under) Expenditures	8	-	(33,996)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	453,161	386,000	188,887	48.93%
Expenditures:	89,327	386,000	71,902	18.63%
Excess Revenues over (under) Expenditures	363,834	-	116,985	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	3,579	5,000	1,887	37.74%
Expenditures:	1,541	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	2,038	-	(2,408)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	5,784,104	4,000,000	399,929	10.00%
Expenditures:	5,784,104	4,000,000	399,929	10.00%
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	1,004,784	14.88%
Expenditures:	1,663,596	6,750,480	302,578	4.48%



Budget Comparison Report - All Funds
42% of year lapsed

				Unaudited
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
Excess Revenues over (under) Expenditures	761,821	-	702,207	
<u>TOWN CENTER FUND</u>				
Revenues:	5,923,464	4,167,692	399,946	9.60%
Expenditures:	6,235,613	4,167,692	387,922	9.31%
Excess Revenues over (under) Expenditures	(312,149)	-	12,024	
<u>DEBT SERVICE FUND</u>				
Revenues:	51,932	1,102,952	373	0.03%
Expenditures:	279,985	1,102,952	565,165	51.24%
Excess Revenues over (under) Expenditures	(228,053)	-	(564,792)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	871,402	376,317	21,365	5.68%
Expenses:	329,963	376,317	82,957	22.04%
Excess Revenues over (under) Expenses	541,439	-	(61,591)	



Investments
As of May 31, 2021

Ameris Bank

Downtown Development Authority - CD .75% 36,462

Subtotal Ameris Bank	\$	36,462
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Goldman Sachs Autocallable GS Momentum Builder		262,034
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	\$	2,388,034
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Total Investments	\$	2,424,496
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Cash
As of May 31, 2021

Ameris Bank

Downtown Development Authority - Checking	79,189
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Subtotal Ameris Bank	\$ 79,189
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South State Bank

General Fund	2,848,549
Main Street Board	77,283
Parks & Recreation Fund	609,354
Hotel Motel Tax Fund	6,151
Money Market Account	1,343,908
Municipal Court Fund	179,215
Operating Grant Fund	18,863
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST III	280,181
SPLOST IV	66,989
SPLOST IV/Grant Revenue	2,081
SPLOST V	192,383
Town Center Fund	17,267
Debt Service Fund	1,027,849
Stormwater Utility Fund	79,674
Tree Replacement Fund	8,249

Subtotal South State Bank	\$ 6,765,486
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South State Investment Services

Budget Stabilization Cash Account	90
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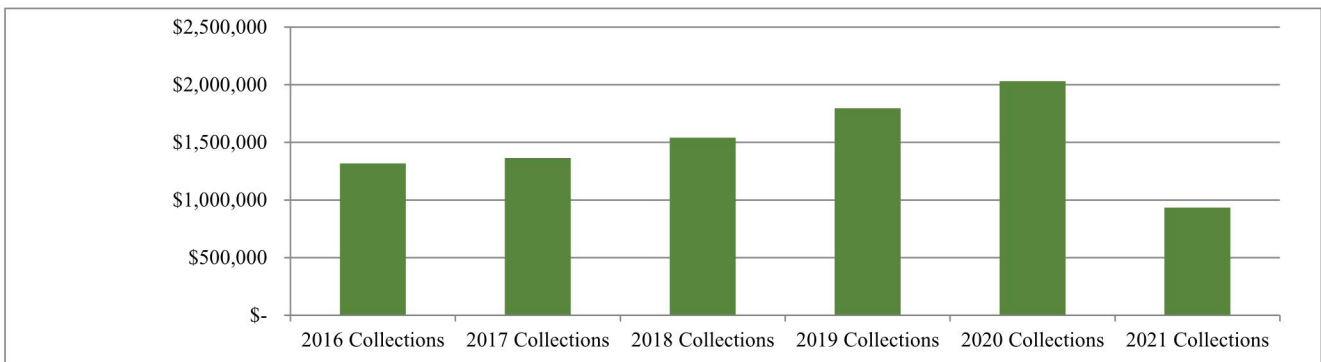
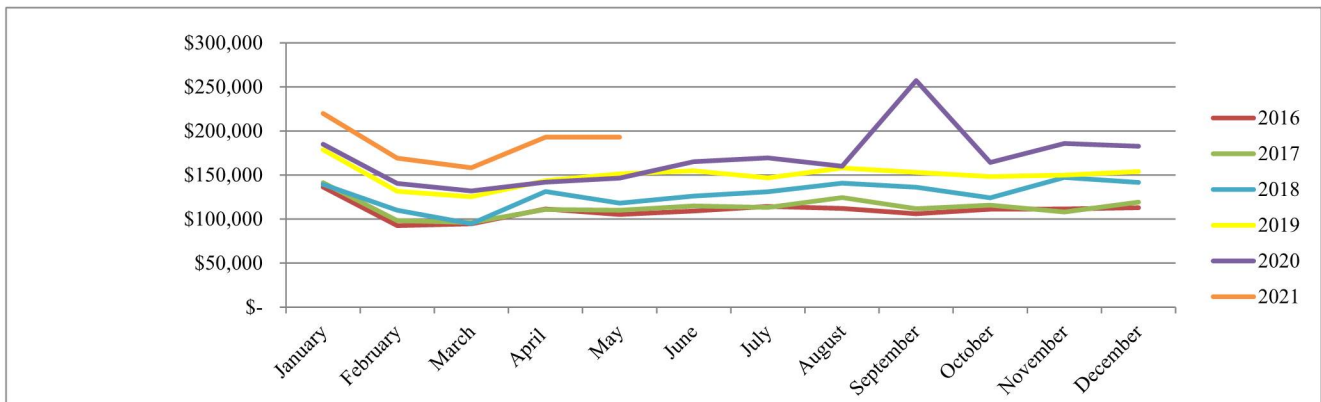
Subtotal South State Investment Services	\$ 90
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Total Cash	\$ 6,844,765
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Special Purpose Local Option Sales Tax Collections
As of May 31, 2021

	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		
July	114,305	113,172	131,005	146,946	169,488		
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	\$ 933,698	





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

Revenues	May 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	75	30.00%
General Supplies & Materials	46	-	46	100.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
TOTAL EXPENDITURES	\$ 46	\$ 5,000	\$ 411	8.23%



GENERAL FUND REVENUE DETAIL
As of May 31, 2021

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	4,718	4,800,000	247,656	5.16%
Real Property Tax - Public Utility	-	60,000	1,094	1.82%
Personal Property Tax	1,422	160,000	13,974	8.73%
Motor Vehicle Tax	13,177	90,000	54,054	60.06%
Motor Vehicle Title Ad Valorem Tax	53,972	385,000	262,034	68.06%
Apportioned Vehicles (AAVT)	-	2,500	3,195	127.78%
Mobile Home Tax	46	150	166	110.45%
Intangible Tax	8,890	150,000	48,373	32.25%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	795	15,000	6,378	42.52%
Franchise Tax - Electric	-	465,000	478,702	102.95%
Franchise Tax - Gas	-	55,000	22,545	40.99%
Franchise Tax - Cable	10,799	225,000	128,613	57.16%
Franchise Tax - Telephone	1,450	6,500	2,988	45.97%
Business & Occupational Tax	9,740	135,000	60,207	44.60%
Insurance Premium Tax	-	750,000	-	0.00%
Financial Institutions Tax	-	3,500	1,516	43.31%
Penalties & Interest	1,342	12,000	4,579	38.16%
FiFa Fees	165	2,000	1,155	57.74%
Total Taxes	106,516	7,317,400	1,337,230	18.27%
Alcoholic Beverage Licenses	-	75,000	2,500	3.33%
Alcohol Pouring Permit	430	2,500	2,270	90.80%
Zoning and Land Use Permits	120	12,500	3,658	29.26%
Planning and Development Fees	-	7,500	4,543	60.57%
Sign Permit Fees	470	3,000	1,004	33.47%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	50	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	925	1,000	1,785	178.50%
Building Permit Revenue	124,655	850,000	573,839	67.51%
Certificate of Occupancy Fees	25,500	150,000	115,000	76.67%
Building Permit - Reinspection Fees	1,975	20,000	9,125	45.63%
Building Permit-Sub Fee	8,466	50,000	41,830	83.66%
Occupational Tax Late Fees	-	750	-	0.00%
Plan Review Fees	6,419	25,000	41,727	166.91%
Total Licenses and Permits	168,960	1,197,600	797,280	66.57%
Municipal Court Fines	74,224	750,000	330,957	44.13%
Forfeitures	-	500	-	0.00%
Court Costs	370	7,500	6,154	82.05%
Drug Testing Fees	-	500	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	4,000	1,000	8,500	850.00%
Other Forfeitures	-	500	-	0.00%
Total Fines and Forfeitures	78,594	765,050	345,611	45.17%
Grant Revenue	1,401	1,000	4,541	454.06%
Probation Fees	1,518	25,000	9,293	37.17%
Printing and Duplicating Service Fees	-	250	76	30.25%
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	12 160	2,500	915	36.60%



GENERAL FUND REVENUE DETAIL
As of May 31, 2021

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	100	1,000	370	37.00%
Bad Check Fees	-	100	100	100.00%
Miscellaneous Revenue	-	13,850	3,190	23.03%
Rents and Royalties	3,935	55,000	20,065	36.48%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	7,114	134,700	57,049	42.35%
Interest Revenue	405	40,000	5,401	13.50%
Unrealized Gain or Loss on Investments	2,612	-	-	100.00%
Total Investment Income	3,016	40,000	5,401	13.50%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	16,610	25,000	16,610	66.44%
Donations from Private Sources	-	20,000	20	0.10%
Total Other Financing Sources	16,610	45,250	16,630	36.75%
TOTAL GENERAL FUND REVENUES	\$ 380,810	\$ 9,500,000	\$ 2,559,202	26.94%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	17,500	41.67%
Employee Benefits-Medical	5,674	88,048	36,501	41.46%
Employee Benefits-Dental	234	4,095	1,522	37.16%
Employee Benefits-ADD Life	74	882	441	50.00%
FICA	128	2,604	660	25.34%
Medicare	30	609	154	25.35%
Employee Benefits-Retirement	310	4,470	1,552	34.73%
Unemployment	14	101	69	68.27%
Workers Comp Insurance	1	108	87	80.62%
Total Salaries and Benefits	<u>9,965</u>	<u>142,917</u>	<u>58,486</u>	<u>40.92%</u>
Communications	47	750	205	27.31%
Travel	-	1,000	-	0.00%
Dues and Fees	-	750	242	32.29%
Education and Training	-	3,000	325	10.83%
Other Expenditures	-	500	419	83.81%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	300	120.00%
Total Operations	<u>47</u>	<u>6,500</u>	<u>1,491</u>	<u>22.94%</u>
City Manager				
Salaries & Wages	11,538	150,000	57,457	38.30%
Employee Benefits-Medical	702	8,572	4,461	52.04%
Employee Benefits-Dental	99	1,120	449	40.07%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	84	1,008	504	50.00%
FICA	713	8,854	3,552	40.12%
Medicare	167	2,175	831	38.19%
Employee Benefits-Retirement	1,109	15,964	5,544	34.73%
Unemployment	-	27	38	140.74%
Workers' Comp. Insurance	6	648	522	80.62%
Total Salaries and Benefits	<u>14,431</u>	<u>188,515</u>	<u>73,431</u>	<u>38.95%</u>
Communications	47	600	205	34.14%
Dues and Fees	-	1,500	742	49.49%
Education and Training	-	1,250	-	0.00%
Other Expenditures	106	1,000	299	29.87%
General Supplies and Materials	-	250	-	0.00%
Total Operations	<u>152</u>	<u>4,600</u>	<u>1,246</u>	<u>27.08%</u>
City Clerk				
Salaries & Wages	11,236	146,175	56,130	38.40%
Employee Benefits-Medical	2,025	26,572	12,146	45.71%
Employee Benefits-Dental	99	1,488	595	39.98%
Employee Benefits-ADD Life	25	294	147	50.00%
Employee Benefits-Disability	92	1,101	551	50.02%
FICA	669	9,063	3,342	36.88%
Medicare	156	2,120	782	36.87%
Employee Benefits-Retirement	1,080	15,559	5,402	34.72%
Unemployment	-	53	82	153.87%
Workers' Comp. Insurance	3	374	302	80.62%
Total Salaries and Benefits	<u>15,386</u>	<u>202,799</u>	<u>79,478</u>	<u>39.19%</u>
Professional Services	-	10,000	-	0.00%
Communications	47	600	205	34.14%
Advertising	-	250	-	0.00%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Travel	-	2,500	-	0.00%
Dues and Fees	55	6,000	5,796	96.61%
Education and Training	-	1,000	(280)	-28.00%
Other Expenditures	60	750	91	12.14%
General Supplies and Materials	-	500	266	53.23%
Small Equipment	-	250	-	0.00%
Software	-	4,000	-	0.00%
Total Operations	<u>161</u>	<u>25,850</u>	<u>6,078</u>	<u>23.51%</u>
Contingency				
Contingency	-	95,000	-	0.00%
Total Operations	<u>-</u>	<u>95,000</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	12,793	166,825	64,027	38.38%
Employee Benefits-Medical	4,420	60,860	26,502	43.55%
Employee Benefits-Dental	99	1,488	595	39.98%
Employee Benefits-ADD Life	37	441	221	50.00%
Employee Benefits-Disability	113	1,356	678	50.01%
FICA	729	10,343	3,651	35.30%
Medicare	171	2,419	854	35.29%
Employee Benefits-Retirement	1,233	17,757	6,166	34.72%
Unemployment	-	80	114	142.50%
Workers' Comp. Insurance	4	427	344	80.62%
Total Salaries and Benefits	<u>19,599</u>	<u>261,996</u>	<u>103,151</u>	<u>39.37%</u>
Professional Services - Audit	21,500	25,000	21,500	86.00%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	-	2,000	284	14.20%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	105	12,500	12,243	97.95%
Education and Training	-	2,500	-	0.00%
Other Expenditures	119	100	168	167.55%
General Supplies and Materials	74	1,000	759	75.88%
General Supplies-Postage	385	7,500	1,881	25.08%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	65	250	65	25.81%
Total Operations	<u>22,248</u>	<u>52,650</u>	<u>36,899</u>	<u>70.08%</u>
Legal				
Professional Services - Legal	1,286	45,000	6,550	14.56%
Total Operations	<u>1,286</u>	<u>45,000</u>	<u>6,550</u>	<u>14.56%</u>
Salaries & Wages	4,268	55,488	21,343	38.46%
Employee Benefits-Medical	1,147	16,715	6,880	41.16%
Employee Benefits-Dental	70	1,120	420	37.46%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	38	453	226	49.95%
FICA	228	3,440	1,142	33.19%
Medicare	53	805	267	33.17%
Employee Benefits-Retirement	410	5,906	2,051	34.72%
Unemployment	-	27	38	140.74%
Workers' Comp. Insurance	1	142	114	80.63%
Total Salaries and Benefits	<u>6,228</u>	<u>84,243</u>	<u>32,555</u>	<u>38.64%</u>



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Communications	47	600	206	34.30%
Dues and Fees	15	3,500	496	14.17%
Other Expenditures	18	100	133	133.28%
General Supplies and Materials	89	1,500	259	17.24%
Small Equipment	65	3,000	247	8.23%
Software	562	95,000	74,610	78.54%
Total Operations	<u>795</u>	<u>103,700</u>	<u>75,951</u>	<u>73.24%</u>
Risk Management				
Professional Services	-	10,000	4,000	40.00%
Liability Insurance	72,513	138,000	119,021	86.25%
Total Operations	<u>72,513</u>	<u>148,000</u>	<u>123,021</u>	<u>83.12%</u>
General Government Building				
Salaries & Wages	3,903	56,816	18,152	31.95%
Employee Benefits-Medical	702	8,572	4,211	49.12%
Employee Benefits-Dental	29	368	175	47.64%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	26	315	157	49.92%
FICA	240	3,523	1,115	31.65%
Medicare	56	824	261	31.64%
Employee Benefits-Retirement	420	4,214	2,100	49.83%
Unemployment	2	53	47	88.02%
Workers' Comp. Insurance	54	5,822	4,694	80.62%
Total Salaries and Benefits	<u>5,445</u>	<u>80,654</u>	<u>30,985</u>	<u>38.42%</u>
Disposal - Garbage	30	500	121	24.18%
Pest Control	-	1,500	-	0.00%
Repairs and Maintenance	600	9,900	7,264	73.38%
Repairs and Maintenance - Vehicles	-	2,500	329	13.18%
Rental of Equipment	176	5,000	1,872	37.44%
Communications	976	12,500	4,929	39.43%
Dues and Fees	-	500	368	73.67%
Other Expenditures	-	2,500	80	3.20%
General Supplies and Materials	367	10,000	2,332	23.32%
Water and Sewer	93	2,500	410	16.39%
Natural Gas	136	2,500	798	31.91%
Electricity	1,069	15,000	5,038	33.59%
Gasoline and Diesel	202	1,750	637	36.37%
Small Equipment	-	2,000	48	2.38%
Software	59	1,500	236	15.71%
Total Operations & Capital	<u>3,708</u>	<u>70,150</u>	<u>24,462</u>	<u>34.87%</u>
TOTAL GENERAL GOVERNMENT	<u>\$ 171,965</u>	<u>\$ 1,512,574</u>	<u>\$ 653,784</u>	<u>43.22%</u>
Municipal Court				
Salaries & Wages	11,797	146,179	53,578	36.65%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	3,802	43,287	22,798	52.67%
Employee Benefits-Dental	210	2,607	1,259	48.28%
Employee Benefits-ADD Life	37	441	221	50.00%
Employee Benefits-Disability	90	1,086	543	49.99%
FICA	680	9,125	3,078	33.73%
Medicare	159	2,134	720	33.73%
Employee Benefits-Retirement	1,088	14,282	5,440	38.09%
Unemployment	13	106	132	124.14%
Workers' Compensation	3	377	304	80.62%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	<u>17,881</u>	<u>220,624</u>	<u>88,070</u>	<u>39.92%</u>
Professional Services - Public Defender	966	11,350	3,091	27.23%
Professional Services - Solicitor/Judge	6,500	97,500	35,675	36.59%
Rental of Equipment	119	1,750	760	43.41%
Communications	38	-	153	100.00%
Advertising	-	50	-	0.00%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	-	500	258	51.63%
Education and Training	-	675	60	8.89%
Other Expenditures	119	100	336	335.60%
General Supplies and Materials	-	2,000	1,667	83.33%
General Supplies and Materials Postage	-	500	132	26.40%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	293	4,500	1,211	26.91%
Small Equipment	299	500	401	80.20%
Software	-	25,000	8,529	34.12%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	385	5,000	1,050	21.00%
<i>Total Operations</i>	<u>8,719</u>	<u>150,475</u>	<u>53,321</u>	<u>35.44%</u>
 TOTAL JUDICIAL	 <u>\$ 26,600</u>	 <u>\$ 371,099</u>	 <u>\$ 141,392</u>	 <u>38.10%</u>
 <i>Police Administration</i>				
Salaries & Wages	22,064	405,214	193,185	47.67%
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	3,222	87,432	37,125	42.46%
Employee Benefits-Dental	232	5,966	2,142	35.90%
Employee Benefits-ADD Life	31	882	392	44.45%
Employee Benefits-Disability	91	3,225	1,544	47.87%
FICA	1,292	25,619	11,583	45.21%
Medicare	302	5,992	2,709	45.21%
Employee Benefits-Retirement	3,054	43,983	15,272	34.72%
Unemployment	4	160	232	144.89%
Workers' Compensation	156	16,840	13,577	80.62%
<i>Total Salaries and Benefits</i>	<u>30,448</u>	<u>601,313</u>	<u>277,761</u>	<u>46.19%</u>
 Professional Services	-	500	125	25.00%
Repair & Maintenance-Vehicle	17	5,000	2,335	46.69%
Rental of Equipment	350	5,000	2,256	45.12%
Communications	221	3,300	1,179	35.73%
Advertising	-	1,000	602	60.25%
Printing and Binding	245	250	245	98.00%
Travel	-	4,000	991	24.78%
Dues and Fees	-	4,000	1,675	41.88%
Education and Training	220	3,000	1,195	39.83%
Other Expenditures	464	2,000	671	33.55%
General Supplies and Materials	-	4,500	203	4.52%
General Supplies - Postage	-	400	27	6.73%
Gasoline/Diesel	724	8,000	3,208	40.10%
Small Equipment	-	1,000	297	29.74%
Software	-	2,600	71	2.74%
Other Supplies - Uniforms	371	3,000	1,125	37.50%
<i>Total Operations and Capital</i>	<u>2,613</u>	<u>47,550</u>	<u>16,206</u>	<u>34.08%</u>
 <i>Criminal Investigation Division</i>				
Salaries & Wages	1727,030	238,392	105,349	44.19%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages-Overtime	-	6,000	728	12.13%
Employee Benefits-Medical	3,885	51,859	23,283	44.90%
Employee Benefits-Dental	198	2,224	1,190	53.50%
Employee Benefits-ADD Life	37	588	306	52.08%
Employee Benefits-Disability	112	1,754	907	51.71%
FICA	1,621	15,152	6,316	41.68%
Medicare	379	3,544	1,477	41.68%
Employee Benefits-Retirement	1,806	26,013	9,032	34.72%
Unemployment	-	106	150	141.74%
Workers' Compensation	103	11,066	8,922	80.62%
Total Salaries and Benefits	<u>35,171</u>	<u>356,698</u>	<u>157,660</u>	<u>44.20%</u>
Repair & Maintenance-Vehicle	155	5,000	860	17.19%
Communications	196	2,300	771	33.53%
Printing and Binding	-	100	56	56.00%
Travel	-	1,000	550	54.96%
Dues and Fees	-	1,000	384	38.38%
Education and Training	-	2,500	635	25.40%
General Supplies and Materials	10	1,000	514	51.40%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	345	6,000	1,456	24.26%
Small Equipment	-	1,500	953	63.52%
Software	428	7,000	2,957	42.24%
Other Supplies - Uniforms	75	1,000	185	18.50%
Total Operations and Capital	<u>1,210</u>	<u>28,450</u>	<u>9,320</u>	<u>32.76%</u>
Vice				
Salaries & Wages	3,795	50,476	20,081	39.78%
Salaries & Wages-Overtime	720	2,000	2,970	148.51%
Employee Benefits-Medical	706	8,572	4,228	49.33%
Employee Benefits-Dental	29	368	175	47.64%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	31	364	187	51.41%
FICA	273	3,254	1,394	42.84%
Medicare	64	761	326	42.84%
Employee Benefits-Retirement	388	5,586	1,939	34.72%
Unemployment	-	27	38	140.74%
Workers' Compensation	22	2,376	1,916	80.62%
Total Salaries and Benefits	<u>6,040</u>	<u>73,931</u>	<u>33,328</u>	<u>45.08%</u>
Repairs & Maintenance Vehicles	-	2,000	623	31.15%
Communications	-	600	-	0.00%
Gasoline	305	2,000	1,109	55.44%
Total Operations and Capital	<u>305</u>	<u>4,600</u>	<u>1,732</u>	<u>37.65%</u>
Patrol				
Salaries & Wages	89,199	1,310,737	487,365	37.18%
Salaries & Wages-Overtime	1,957	50,000	20,216	40.43%
Employee Benefits-Medical	29,222	475,744	171,503	36.05%
Employee Benefits-Dental	1,312	21,977	7,657	34.84%
Employee Benefits-ADD Life	257	3,822	1,739	45.51%
Employee Benefits-Disability	691	9,320	4,573	49.06%
FICA	5,288	84,614	29,513	34.88%
Medicare	1,237	19,789	6,902	34.88%
Employee Benefits-Retirement	10,088	144,047	50,439	35.02%
Unemployment	3	718	975	135.75%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Workers' Compensation	572	61,795	50,080	81.04%
Total Salaries and Benefits	<u>139,826</u>	<u>2,182,563</u>	<u>830,962</u>	<u>38.07%</u>
Professional Services	-	2,000	1,848	92.41%
Repair & Maintenance	-	3,000	915	30.50%
Repair & Maintenance-Vehicle	5,454	60,000	20,087	33.48%
Communications	2,025	18,000	7,479	41.55%
Printing and Binding	-	500	270	54.00%
Travel	195	5,000	591	11.83%
Dues and Fees	32	1,500	642	42.83%
Education & Training	285	12,000	3,128	26.06%
Contract Labor	-	1,000	-	0.00%
Other Expenditures	-	5,500	966	17.56%
General Supplies and Materials	10	4,000	1,056	26.41%
Gasoline and Diesel	8,696	80,000	33,636	42.04%
Small Equipment	-	18,000	2,242	12.46%
Software	-	17,000	5,395	31.74%
Other Supplies - Uniforms	708	35,000	6,715	19.19%
Total Operations and Capital	<u>17,406</u>	<u>262,500</u>	<u>84,970</u>	<u>32.37%</u>
Police Training				
Salaries & Wages	4,107	56,948	20,360	35.75%
Salaries & Wages-Overtime	-	2,000	239	11.95%
Employee Benefits-Medical	1,235	-	3,705	100.00%
Employee Benefits-Dental	70	-	210	100.00%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	33	405	201	49.66%
FICA	243	3,655	1,241	33.95%
Medicare	57	855	290	33.94%
Employee Benefits-Retirement	436	6,274	2,179	34.73%
Unemployment	-	27	32	117.52%
Workers' Compensation	25	2,669	2,152	80.62%
Total Salaries and Benefits	<u>6,217</u>	<u>72,980</u>	<u>30,682</u>	<u>42.04%</u>
Repair & Maintenance-Vehicle	-	2,000	129	6.43%
Communications	-	600	58	9.65%
Travel	207	2,000	207	10.36%
Education and Training	-	3,000	-	0.00%
General Supplies and Materials	-	2,000	26	1.31%
Weapons Supplies & Ammunition	6,582	20,000	16,108	80.54%
Gasoline and Diesel	-	2,000	508	25.39%
Small Equipment	-	10,000	-	0.00%
Other Supplies - Uniforms	15	300	222	73.83%
Intergovernmental	-	5,000	-	0.00%
Total Operations and Capital	<u>6,804</u>	<u>46,900</u>	<u>17,257</u>	<u>36.79%</u>
Police Stations and Buildings				
Disposal-Garbage/Recycle	91	1,500	363	24.17%
Pest Control	-	1,000	-	0.00%
Repairs and Maintenance	536	12,345	2,336	18.92%
Communications	934	12,500	4,746	37.97%
General Supplies and Materials	-	5,000	1,007	20.14%
Water/Sewer	427	7,000	1,925	27.50%
Electricity	915	15,000	4,153	27.69%
Small Equipment	-	2,500	150	6.00%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Software	104	3,500	418	11.95%
Total Operations	<u>3,007</u>	<u>60,345</u>	<u>15,097</u>	<u>25.02%</u>
Probation				
Salaries & Wages	3,938	49,275	19,641	39.86%
Employee Benefits-Medical	706	8,572	4,228	49.33%
Employee Benefits-Dental	29	368	175	47.64%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	33	393	201	51.13%
FICA	242	3,055	1,207	39.50%
Medicare	57	714	282	39.52%
Employee Benefits-Retirement	364	5,245	1,821	34.72%
Unemployment	-	27	38	140.74%
Workers' Compensation	21	2,231	1,799	80.62%
Total Salaries and Benefits	<u>5,403</u>	<u>70,027</u>	<u>29,465</u>	<u>42.08%</u>
Communications	42	600	183	30.49%
Travel	-	250	-	0.00%
Dues and Fees	-	300	77	25.74%
General Supplies and Materials	-	300	-	0.00%
Gasoline & Diesel	-	2,000	-	0.00%
Small Equipment	-	500	-	0.00%
Software	250	3,000	1,250	41.67%
Other Supplies - Uniforms	15	1,000	15	1.50%
Total Operations and Capital	<u>307</u>	<u>7,950</u>	<u>1,525</u>	<u>19.18%</u>
Fire Services				
Intergovernmental-Fire Services	-	2,377,168	2,335,380	98.24%
Total Fire Services	<u>-</u>	<u>2,377,168</u>	<u>2,335,380</u>	<u>98.24%</u>
TOTAL PUBLIC SAFETY	<u>\$ 254,755</u>	<u>\$ 6,192,975</u>	<u>\$ 3,841,346</u>	<u>62.03%</u>
Highways and Streets				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	95	1,500	378	25.21%
Lawn Care	-	1,200	129	10.76%
Pest Control	90	750	405	54.00%
Repairs & Maintenance	6,305	50,000	33,163	66.33%
Repairs & Maintenance-Vehicles	-	10,000	2,705	27.05%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	35,545	426,540	142,180	33.33%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	492	98.38%
Electricity	102	4,500	363	8.06%
Gasoline/Diesel	484	5,000	1,314	26.27%
Small Equipment	-	2,500	(5)	-0.22%
Total Operations	<u>42,621</u>	<u>507,240</u>	<u>181,124</u>	<u>35.71%</u>
Street Lights				
Repairs & Maintenance	345	2,000	1,820	91.01%
Electricity-Street Lights	6,391	120,000	43,187	35.99%
Total Street Lights	<u>6,736</u>	<u>122,000</u>	<u>45,007</u>	<u>36.89%</u>
Traffic Lights				
Repairs & Maintenance	148	2,000	2,594	129.70%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Electricity-Traffic Lights	164	3,500	770	21.99%
Total Traffic Lights	<u>312</u>	<u>5,500</u>	<u>3,364</u>	<u>61.16%</u>
TOTAL PUBLIC WORKS	<u>\$ 49,669</u>	<u>\$ 634,740</u>	<u>\$ 229,495</u>	<u>36.16%</u>
Tree Commission				
Repairs & Maintenance	-	22,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	58	11.67%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	360	48.05%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>-</u>	<u>25,500</u>	<u>419</u>	<u>1.64%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 29,500</u>	<u>\$ 4,419</u>	<u>14.98%</u>
Building Inspections				
Salaries & Wages	15,784	202,617	78,684	38.83%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	1,409	44,573	9,029	20.26%
Employee Benefits-Dental	158	2,224	975	43.83%
Employee Benefits-ADD Life	36	588	229	38.96%
Employee Benefits-Disability	139	1,664	865	51.96%
FICA	974	12,593	4,857	38.57%
Medicare	228	2,945	1,136	38.57%
Employee Benefits-Retirement	1,501	21,620	7,507	34.72%
Unemployment	-	106	152	143.40%
Workers' Compensation	32	3,472	3,353	96.58%
Total Salaries and Benefits	<u>20,261</u>	<u>292,902</u>	<u>106,788</u>	<u>36.46%</u>
Professional Services-Engineering	9,834	75,000	34,795	46.39%
Professional Services-Legal	569	6,000	3,635	60.58%
Repairs & Maintenance - Vehicles	-	2,500	1,233	49.31%
Communications	240	3,500	1,057	30.19%
Advertising -Promotions	-	2,500	550	22.00%
Printing & Binding	-	100	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	-	3,500	1,180	33.73%
Education and Training	-	1,000	90	9.00%
Contract Labor	5,288	30,000	13,913	46.38%
Other Expenditures	60	500	791	158.27%
General Supplies and Materials	10	500	59	11.80%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	325	4,000	1,043	26.08%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	500	-	0.00%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	<u>16,325</u>	<u>130,300</u>	<u>58,346</u>	<u>44.78%</u>

Planning and Zoning



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages	8,835	118,932	44,397	37.33%
Employee Benefits-Medical	1,918	27,866	12,214	43.83%
Employee Benefits-Dental	68	1,120	440	39.28%
Employee Benefits-ADD Life	25	294	161	54.59%
Employee Benefits-Disability	81	970	519	53.51%
FICA	508	7,374	2,555	34.64%
Medicare	119	1,725	597	34.62%
Employee Benefits-Retirement	807	12,659	4,034	31.87%
Unemployment	(2)	53	104	196.23%
Workers' Compensation	(193)	4,717	2,618	55.50%
<i>Total Salaries and Benefits</i>	12,165	175,710	67,638	38.49%
Professional Services	-	500	-	0.00%
Professional Services-Legal	-	750	-	0.00%
Communications	47	600	207	34.46%
Advertising	-	20,000	9,855	49.27%
Printing & Binding	-	250	400	159.90%
Travel	-	500	-	0.00%
Dues and Fees	-	4,000	1,531	38.27%
Education and Training	-	500	-	0.00%
Planning & Zoning Meeting Fees	245	3,000	980	32.67%
Other Expenditures	197	500	355	70.94%
General Supplies and Materials	-	500	67	13.41%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
<i>Total Operations</i>	489	31,400	13,393	42.65%
<i>Economic Development</i>				
Salaries & Wages	847	10,609	4,186	39.46%
FICA	50	658	247	37.52%
Medicare	12	154	58	37.50%
Employee Benefits - Retirement	78	1,129	392	34.73%
Workers Comp Insurance	0	46	37	80.63%
<i>Total Salaries & Benefits</i>	987	12,596	4,920	39.06%
<i>Main Street Program</i>				
Salaries and Wages	3,951	52,189	19,817	37.97%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	7,443	44.53%
Employee Benefits - Dental	70	368	420	114.02%
Employee Benefits - Add Life	12	147	74	50.00%
Employee Benefits - Disability	50	598	299	50.04%
FICA	233	3,298	1,169	35.44%
Medicare	55	771	273	35.45%
Employee Benefits - Retirement	393	5,661	1,966	34.73%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	2	230	185	80.62%
<i>Total Salaries and Benefits</i>	6,008	81,004	31,678	39.11%
Communications	42	600	184	30.61%
Travel	-	600	-	0.00%
Dues and Fees	-	1,000	631	63.13%
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%
<i>Total Operations</i>	42	25,200	1,756	6.97%
<i>Intergovernmental</i>				
Intergovernmental - COED	-	10,000	-	0.00%



**General Fund Expenditures
As of May 31, 2021**

	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Total Intergovernmental	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 56,276</u>	<u>\$ 759,112</u>	<u>\$ 284,519</u>	<u>37.48%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 559,265</u>	<u>\$ 9,500,000</u>	<u>\$ 5,154,955</u>	<u>54.26%</u>



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

	May 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Atlanta Regional Commission Grant	6,280	124,990	27,129	21.70%
Interest Revenue	-	10	3	28.40%
TOTAL REVENUES	\$ 6,280	\$ 125,000	\$ 27,132	21.71%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	20,640	125,000	61,128	48.90%
TOTAL EXPENDITURES	\$ 20,640	\$ 125,000	\$ 61,128	48.90%



Parks & Recreation Fund
As of May 31, 2021

REVENUES:	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	24,248	245,000	111,487	45.50%
Alcoholic Bev Excise Tax Distilled Spirit	10,427	85,500	45,523	53.24%
Local Option Mixed Drink Tax	5,308	45,000	23,624	52.50%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	-	100	119	119.00%
Rents and Royalties	1,742	10,000	8,134	81.34%
Prior Year Fund Balance	-	250	-	0.00%
TOTAL REVENUES	\$ 41,725	\$ 386,000	\$ 188,887	48.93%
EXPENDITURES:				
Disposal - Garbage Depot	51	750	206	27.41%
Pest Control - Depot	90	750	360	48.00%
Repairs & Maintenance - Depot	-	20,000	4,891	24.45%
Communications	272	2,000	844	42.21%
General Supplies - Depot	11	500	1,042	208.39%
Water/Sewer - Depot	10	500	46	9.24%
Natural Gas - Depot	130	2,000	771	38.55%
Electricity - Depot	121	5,000	543	10.85%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	51	750	206	27.41%
Lawn Care	-	9,000	2,523	28.03%
Pest Control - Parks	-	750	-	0.00%
Repairs & Maintenance - Parks	684	32,000	28,638	89.49%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	-	500	367	73.40%
Contract Labor	2,850	50,000	17,925	35.85%
General Supplies and Materials - Parks	29	1,000	56	5.63%
Water/Sewer - Parks	457	6,000	2,033	33.89%
Electricity - Parks	309	1,500	972	64.81%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	10,480	50,000	10,480	20.96%
			-	
TOTAL EXPENDITURES	\$ 15,545	\$ 386,000	\$ 71,902	18.63%



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

REVENUES:	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	449	4,995	1,886	37.76%
Interest Revenue	-	5	1	11.20%
TOTAL REVENUES	\$ 449	\$ 5,000	\$ 1,887	37.74%
EXPENDITURES:				
Advertising/Promotions	-	5,000	4,295	85.90%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 4,295	85.90%



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

REVENUES:	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Proceeds from General Long-term E	166,455	4,000,000	399,929	10.00%
TOTAL REVENUES	\$ 166,455	\$ 4,000,000	\$ 399,929	10.00%
EXPENDITURES:				
Transfer to Town Center Fund	166,455	4,000,000	399,929	10.00%
TOTAL EXPENDITURES	\$ 166,455	\$ 4,000,000	\$ 399,929	10.00%



SPLOST III Fund
As of May 31, 2021

REVENUES:	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual 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 May 31, 2021

REVENUES:	May 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 May 31, 2021**

REVENUES:	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	193,137	1,800,000	933,698	51.87%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,250,000	-	0.00%
Assessments - Roads	8,000	58,000	11,000	18.97%
Interest Revenue	-	450	87	19.24%
Proceeds from SRTA Loan	60,000	3,500,000	60,000	1.71%
TOTAL REVENUES	\$ 261,137	\$ 6,750,480	\$ 1,004,784	14.88%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	1,310	214,192	71,629	33.44%
Capital Outlay-Police Cars	(1,310)	100,000	51,782	51.78%
Capital Outlay-Infrastructure	570	586,288	675	0.12%
Capital Outlay-HS Pkwy Phase II	14,705	4,750,000	97,044	2.04%
Capital Outlay-HS Pkwy Phase III	-	-	3,647	100.00%
Holly Street	-	-	16,650	100.00%
Issuance Costs	60,000	-	60,000	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	\$ 75,276	\$ 6,750,480	\$ 302,578	4.48%



Town Center Fund
As of May 31, 2021

	May 2021		YTD	% of Annual
Revenues	Transactions	2021 Budget	Transactions	Budget
Interest Revenue	-	300	17	5.77%
Prior Year Fund Balance	-	167,392	-	0.00%
Transfer from URA	166,455	4,000,000	399,929	10.00%
TOTAL REVENUES	\$ 166,455	\$ 4,167,692	\$ 399,946	9.60%
Expenditures				
Professional Services	-	167,692	3,230	1.93%
Capital Outlay - Site Improvements	196,361	4,000,000	383,641	9.59%
Capital Outlay - TCP Road Network	-	-	1,051	100.00%
TOTAL EXPENDITURES	\$ 196,361	\$ 4,167,692	\$ 387,922	9.31%



Debt Service Fund
As of May 31, 2021

Revenues	May 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	156,342	49.09%
Debt Service - Bond Interest HSPRA	-	40,254	23,026	57.20%
Debt Service - Bond Principal URA	-	555,556	277,778	50.00%
Debt Service - Bond Interest URA	28,797	188,661	108,020	57.26%
TOTAL EXPENDITURES	\$ 28,797	\$ 1,102,952	\$ 565,165	51.24%



**Stormwater Utility Fund
As of May 31, 2021**

REVENUES:	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	430	375,667	21,307	5.67%
Interest Revenue	-	650	59	9.00%
TOTAL REVENUES	\$ 430	\$ 376,317	\$ 21,365	5.68%
EXPENSES:				
Salaries & Wages	4,067	48,804	20,335	41.67%
Employee Benefits - Medical Insurance	714	8,572	3,570	41.65%
Employee Benefits - Dental Insurance	31	368	155	42.12%
Employee Benefits - Disability	33	398	165	41.46%
Employee Benefits - ADD Life	12	147	60	40.82%
FICA	252	3,026	1,260	41.64%
Medicare	59	708	295	41.67%
Employee Benefits - Retirement	433	5,195	2,165	41.67%
Unemployment	2	27	10	37.04%
Workers Comp Insurance	237	2,838	1,185	41.75%
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	9,834	120,000	34,795	29.00%
Repairs & Maintenance	684	95,561	1,944	2.03%
Repairs & Maintenance - Vehicles	-	-	753	100.00%
Rental of Equipment	150	10,500	755	7.19%
Communications	123	1,500	457	30.48%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	-	6,500	144	2.22%
Training	-	2,000	1,295	64.75%
Contract Labor	2,560	42,500	11,520	27.11%
Other Expenditures	-	-	35	100.00%
General Supplies & Materials	-	1,000	75	7.55%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	56	2,500	287	11.47%
Gasoline & Diesel	230	4,000	1,254	31.36%
Small Equipment	-	1,500	-	0.00%
Other Supplies	-	1,000	407	40.71%
Contingency	-	3,760	-	0.00%
Capital Lease Interest	-	6,063	-	0.00%
TOTAL EXPENSES	\$ 19,477	\$ 376,317	\$ 82,957	22.04%



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

Revenues	May 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	5,105	54,567	54,567	100.00%
Alcohol Beverage Licenses	-	25,000	2,500	10.00%
Alcohol Pouring Permits	480	5,000	2,245	44.90%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	-	5,000	5,000	100.00%
Interest Revenue	-	50	5	10.04%
TOTAL REVENUES	\$ 5,585	\$ 114,617	\$ 64,317	56.11%

Expenditures				
Salaries & Wages	5,927	52,189	21,793	41.76%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,248	16,715	7,449	44.57%
Employee Benefits- Dental	70	368	420	114.02%
Employee Benefits-Add Life	12	147	74	50.00%
Employee Benefits-Disability	50	598	299	50.04%
FICA	350	3,298	1,285	38.97%
Medicare	82	771	301	38.99%
Employee Benefits-Retirement	393	5,661	1,966	34.73%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	2	230	185	80.62%
Communications	42	600	184	30.61%
Travel	-	600	-	0.00%
Dues and Fees	-	1,000	631	63.13%
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	\$ 8,175	\$ 106,204	\$ 35,560	33.48%



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

Revenues	May 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	25,450	4,543.00	17.85%
Interest Revenue	-	50	0.07	0.14%
Donations from Private Source	-	-	20.00	100.00%
TOTAL REVENUES	\$ -	\$ 25,500.00	\$ 4,563.07	17.89%
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%

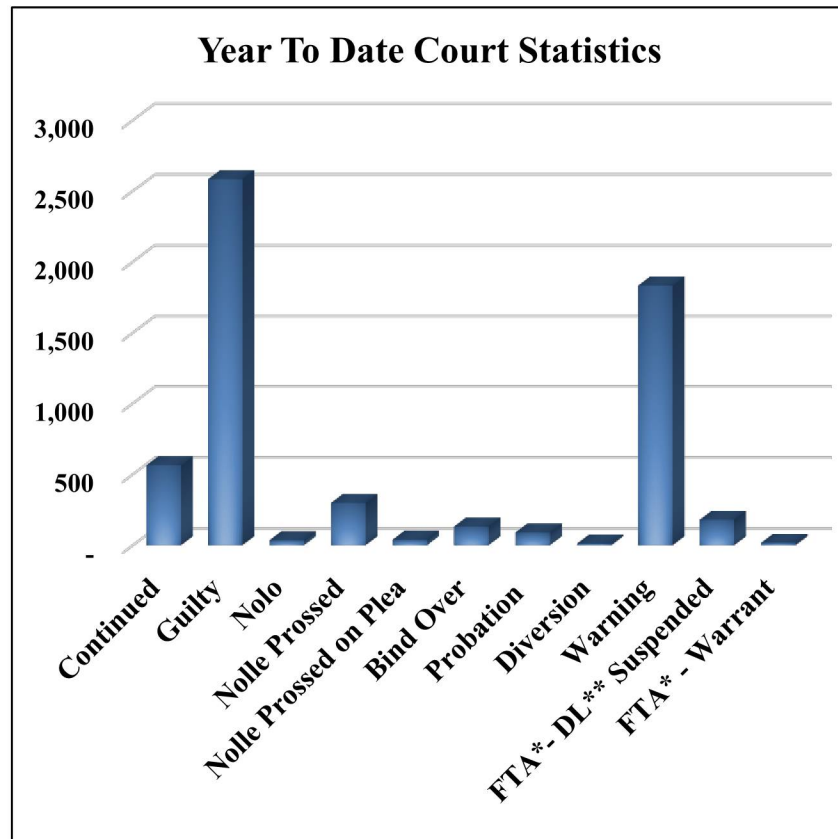


City of Holly Springs Court Statistics 2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	163	88	88	95	-	-	-	-	-	-	-	564
Guilty	585	512	517	509	461	-	-	-	-	-	-	-	2,584
Nolo	6	7	4	7	11	-	-	-	-	-	-	-	35
Nolle Prossed	37	61	62	71	67	-	-	-	-	-	-	-	298
Nolle Prossed on Plea	13	2	-	14	10	-	-	-	-	-	-	-	39
Bind Over	17	27	31	34	22	-	-	-	-	-	-	-	131
Probation	18	16	15	24	17	-	-	-	-	-	-	-	90
Diversion	5	5	-	-	1	-	-	-	-	-	-	-	11
Warning	82	400	575	487	288	-	-	-	-	-	-	-	1,832
FTA*- DL** Suspended	5	31	85	45	13	-	-	-	-	-	-	-	179
FTA* - Warrant	6	1	3	6	1	-	-	-	-	-	-	-	17
	904	1,225	1,380	1,285	986	-	-	-	-	-	-	-	5,780

* Failure to Appear

** Driver's License





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

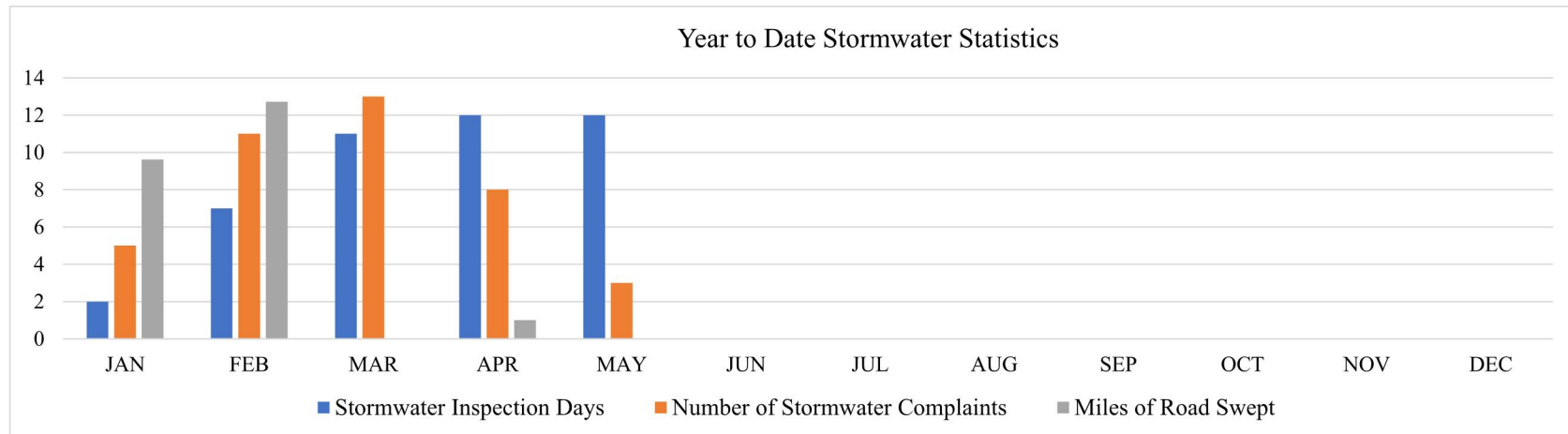
Description	May-21	
Pot Hole Repair	6	roads
Tree Service Work	4	row
ROW Mowing	33	row
Dead Animal Pick Up	2	roads
Street Sweeping	2	street sweeping
Road Salting	0	roads
Sign Maintenance	9	signs
Traffic Signals	4	signs
Equipment Maintenance	9	equipment maintenance
Misc. Work Orders	0	misc
PARKS		
J.B. Owens	20	parks
Barrett Park	14	parks
J.C. Mullins	14	parks
Monthly Totals	117	

Street Sweeping Mileage 1.3 miles



City of Holly Springs Stormwater Statistics 2021 Year to Date

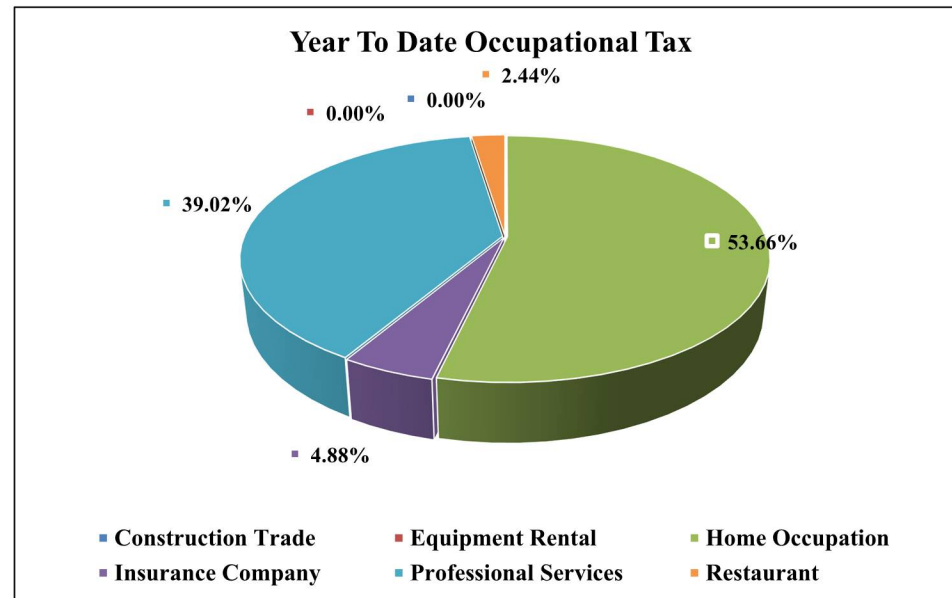
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	7	11	12	12								44
Number of Stormwater Complaints	5	11	13	8	3								40
Miles of Road Swept	9.62	12.72	0	1	0								23.34





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	-	-	-	-	-	-	-	-	22	53.66%
Insurance Company	-	-	-	1	1	-	-	-	-	-	-	-	2	4.88%
Professional Services	5	2	3	5	1	-	-	-	-	-	-	-	16	39.02%
Restaurant	-	1	-	-	-	-	-	-	-	-	-	-	1	2.44%
	11	7	6	15	2	-	-	-	-	-	-	-	41	100.00%





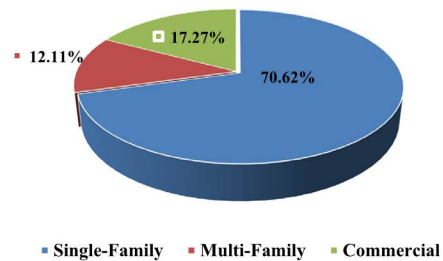
City of Holly Springs
Building Permits and Certificates of Occupancy
2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	32	24	43	51	51								201
Accessory Structures		3	2		4								9
Additions	1			5									6
Basement Buildouts	3	4	7	3	4								21
Mechanical	1	1	4	2	1								9
Plumbing	2		4	1	1								8
Electrical	1	2	1	2									6
Miscellaneous		2	3	5	4								14
Residential Fence			7	1	9								17
Certificates of Completion	1	3	6	5	3								18
Certificates of Occupancy	24	29	42	29	25								149
Multi-Family													
Townhomes	13	5	7	9	13								47
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy		6			4								10
Commercial													
New Structures	1			2									3
Addition-C													0
Tenant Build Outs	2			3									5
Accessory Structures													0
Mechanical				1									1
Plumbing													0
Electrical		1	4	2									7
Misc-C		2	5	4	2								13
Signs	2	2	7		6								17
Utilities	5	3	3	8	2								21
Commercial Fence				1									1
Certificates of Completion	1	1											2
Certificates of Occupancy		1		2									3

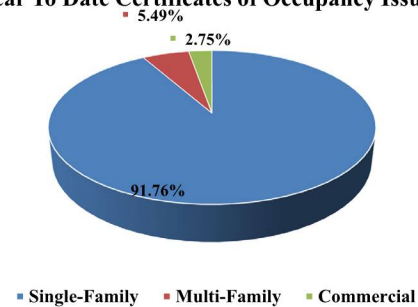
Permits		
Single-Family	274	70.62%
Multi-Family	47	12.11%
Commercial	67	17.27%
	388	100.00%

CO's		
Single-Family	167	91.76%
Multi-Family	10	5.49%
Commercial	5	2.75%
	182	100.00%

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

July 8, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1. Teresa Herman	245 W. Slope Way	Y	Noise Complaint
2. Rory Herman	245 W. Slope Way	Y	Noise Complaint
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.

