



City of Holly Springs

Date: Monday, June 19, 2023

Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. NEW BUSINESS
 - A. Discuss Vertical Earth change order #9 for additional conduit for future landscaping, irrigation and lighting in Town Center
Presented by: Robert H. Logan, City Manager
 - B. Discuss the Patriot Rail Application for construction of an at-grade crossing through railroad corridor and property for a new roadway
Presented by: Robert H. Logan, City Manager
 - C. Discuss the General Contractor Agreement among Stonecrest Homes GA, LLC, the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs for renovations to the Train Depot
Presented by: Robert H. Logan, City Manager
 - D. Discuss the first amendment to the loan agreement between Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority and the City of Holly Springs for the Holly Springs Parkway Widening Project Phase II, to request an extension of time to drawdown funds and to ratify the Mayor's signature
Presented by: Nancy Moon, Community Development Director
 - E. Discuss the release of Advance Auto Stormwater System Maintenance Bond #3460964
Presented by: Nancy Moon, Community Development Director
 - F. Discuss the release of Advance Auto Landscaping Maintenance Bond #3460966
Presented by: Nancy Moon, Community Development Director

G. Discuss Amendments to Section 12.7 – Take Home Vehicle Program of the Holly Springs Police Department Operations Manual

Presented by: Greg Clyburn, Deputy Chief

H. Discuss Amendments to Section 16.8 – Biased Based Profiling of the Holly Springs Police Department Operations Manual

Presented by: Greg Clyburn, Deputy Chief

I. Discuss Amendments to Section 17.2 – Follow Up Investigations of the Holly Springs Police Department Operations Manual

Presented by: Greg Clyburn, Deputy Chief

IV. ADJOURNMENT

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. CONSENT AGENDA

- A. May 1, 2023 Council Work Session and Special Called Meeting Minutes
- B. May 15, 2023 Council Work Session and Council Business Meeting Minutes

V. OLD BUSINESS

- A. Approve/deny **D-01-2023**, applicants, Michael J. and Shannon Griffith requests deannexation of 1.71 +/- acres located at 722 Peardon Court, Holly Springs, GA, tax parcel 120A of tax plat 15N20

VI. NEW BUSINESS

- A. Approve/deny Vertical Earth change order #9 for additional conduit for future landscaping, irrigation and lighting in Town Center in an amount not to exceed \$106,734
- B. Approve/deny the Patriot Rail Application for construction of an at-grade crossing through railroad corridor and property for a new roadway
- C. Approve/deny the General Contractor Agreement, Contract #005-2023 among Stonecrest Homes GA, LLC, the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs for renovations to the Train Depot in an amount not to exceed \$56,897
- D. Approve/deny the first amendment to the loan agreement between Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority and the City of Holly Springs for the Holly Springs Parkway Widening Project Phase II, to request an extension of time to drawdown funds and to ratify the Mayor’s signature

- E. Approve/deny the release of Advance Auto Stormwater System Maintenance Bond #3460964
- F. Approve/deny the release of Advance Auto Landscaping Maintenance Bond #3460966
- G. Approve/deny Amendments to Section 12.7 – Take Home Vehicle Program of the Holly Springs Police Department Operations Manual
- H. Approve/deny Amendments to Section 16.8 – Biased Based Profiling of the Holly Springs Police Department Operations Manual
- I. Approve/deny Amendments to Section 17.2 – Follow Up Investigations of the Holly Springs Police Department Operations Manual

VII. REPORTS

VIII. ADJOURNMENT

EXECUTIVE SESSION

- Litigation



Vertical Earth
6025 Matt Highway
Cumming, GA 30028
770-888-2224 Office

CO #9

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 05/24/2023

SCOPE OF WORK: Additional conduit for future landscaping, irrigation, and lighting in Town Center.

Description	Quantity	Unit Rate	Total Amount
Add			
4" Schedule 40 Conduit Sleeves	4,630 LF	\$ 10.55	\$48,846.50
6" Schedule 40 Conduit Sleeves	2,000 LF	\$18.27	\$36,540.00
24X36X36 Pull Box w/ Cover	4 EA	\$1,856.45	\$7,425.80
		Subtotal	\$ 92,812.30
		15% Markup	\$ 13,921.85
Total Additional Conduit (rounded to the nearest dollar)			\$ 106,734.00

Vertical Earth, Inc.


Date: 5/24/2023

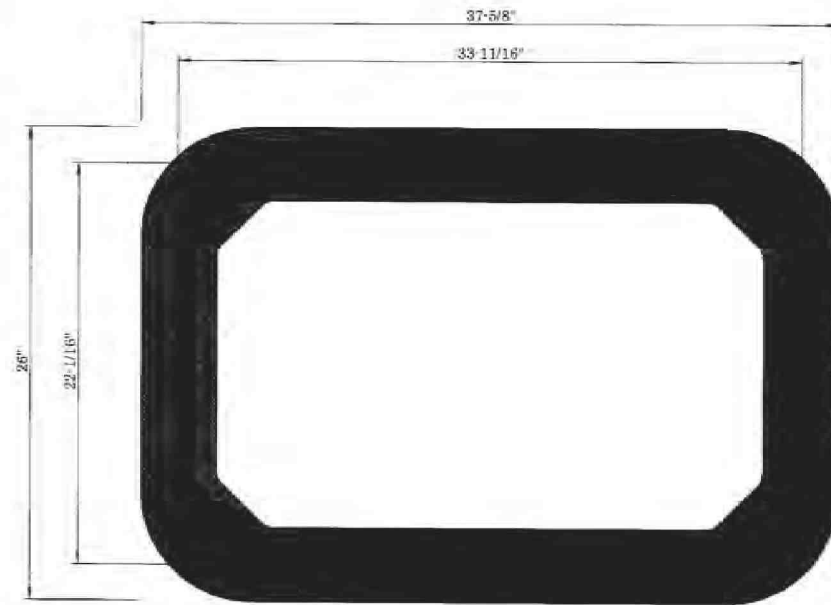
City of Holly Springs

Steven W. Miller, Mayor

Date: _____

Attest:

Karen Norred, City Clerk
(Seal)



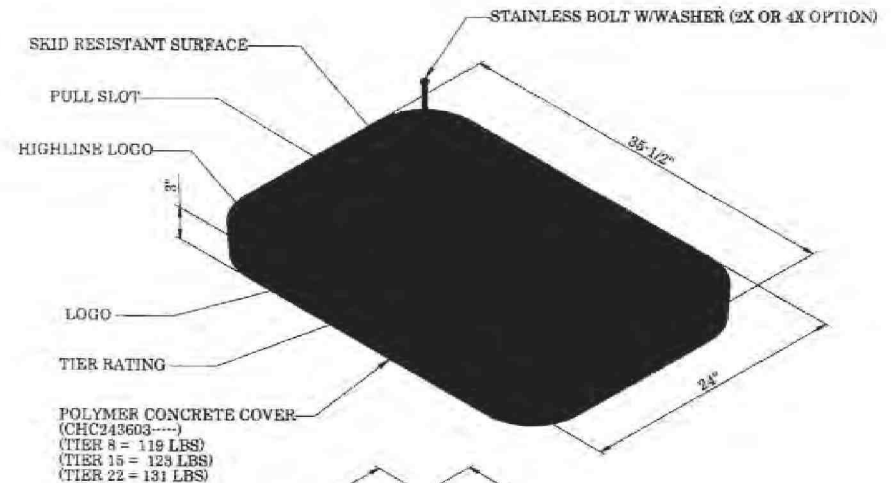
TOP VIEW OF BOX

NOTES:

1. LOGO: COMES IN A VARIETY OF STANDARD LOGOS. IE: "ELECTRIC", "WATER", "COMMUNICATIONS". CUSTOM LOGOS CAN BE PRODUCED. CONTACT CUSTOMER SERVICE FOR MORE LOGO INFORMATION (ORDERS@MACLEANHIGHLINE.COM)
2. FOR KNOCKOUTS, MOUSE HOLES, OR ANY OTHER SPECIAL REQUESTS. PLEASE CONTACT CUSTOMER SERVICE. (ORDERS@MACLEANHIGHLINE.COM)
3. CUSTOM PART NUMBER SHALL BE ASSIGNED FOR CUSTOMER SPECIFIC REQUIREMENTS.
4. ALL WEIGHTS ARE APPROXIMATE.
5. PRODUCT ASSEMBLY LABELING LISTED BELOW:

SIZE	TIER RATING	LOGO	HARDWARE
PHA243636	S= TIER 8 H = TIER 15 X = TIER 22	B00 = BLANK FLAT TOP E00 = ELECTRIC M00 = COMMUNICATIONS 300 = 2"x8"x1/4" DEEP BLANK ??? = CUSTOM LOGO OPTION	1 = 3/8" PENTA BOLT 2 = 3/8" HEX BOLT
24" WIDTH x 36" LENGTH x 36" DEPTH			

PHA243636 X E00 2



BRASS NUT ASSEMBLY

(STACKING RIB) ENABLES BOXES
OF DIFFERENT HEIGHTS WITHIN
THE PHB 2436 SERIES TO BE
STACKED IN ANY COMBINATION.

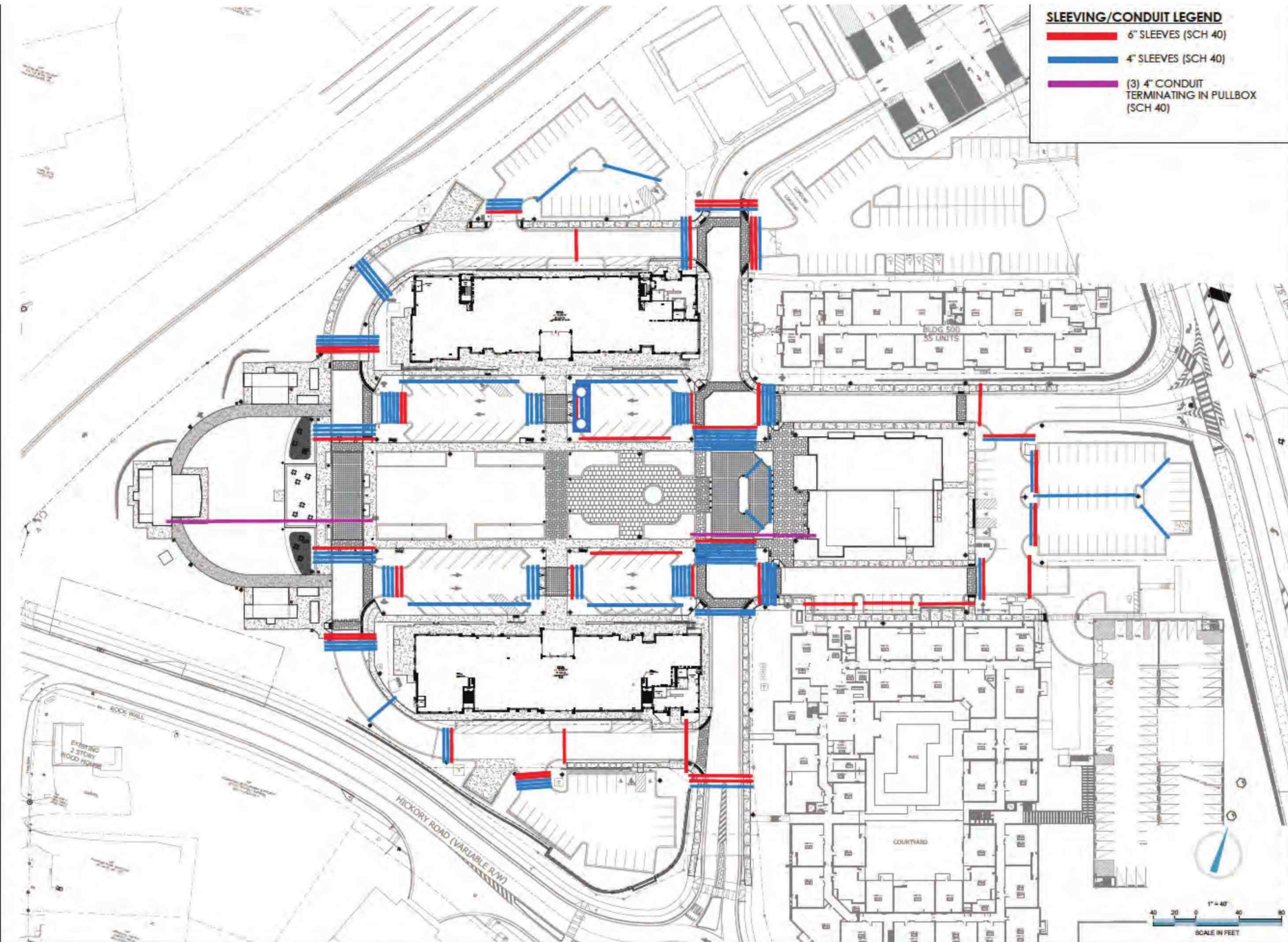
POLYMER CONCRETE BOX
(PHB243636X000-)
(275 LBS)

ISOMETRIC VIEW

This drawing contains confidential information that is the property of MacLean Power & L.C. (MacLean). Use of MacLean's confidential information without MacLean's express written consent is strictly prohibited and may expose you to legal liability. If you believe that you received this material in error, please destroy it or return it to MacLean Power, L.L.C., 481 MUNN ROAD SUITE 300, FORT MILL SC 29715, USA.

**MacLean
HIGHLINE**
2300 HIGHWAY 11 NORTH, SWEETWATER, TN, 37874
TEL (803) 528-4380

DRAWING NUMBER: PHA243636-----	DO NOT SCALE DRAWING
SHEET NAME: 1 OF 1	CAD GENERATED DRAWING DO NOT MANUALLY UPDATE
DRAWING DESCRIPTION: TIER 8 (S) 8,000lbs TIER 15 (H) 15,000lbs TIER 22 (X) 22,500lbs	DESIGN DATE: 10/6/17
DRAWING SCALE: NIS	DRAWN BY: CB
FILE NAME: PHA243636X0002 2-10-17	CHECKED: KHO
	APPROVED: WBU
	REV DATE: 10/6/17



SLEEVING/CONDUIT LEGEND

- 6" SLEEVES (SCH 40)
- 4" SLEEVES (SCH 40)
- (3) 4" CONDUIT TERMINATING IN PULLBOX (SCH 40)

ENGINEER:

FORESITE
group

ForeSite Group, LLC
2740 Peachtree Ct.
Suite 300
Peachtree Corners, GA 30092

1 770.360.1390
1 770.360.1944
www.foresitegroup.com

DEVELOPER:

HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY /
CITY OF HOLLY SPRINGS
222 HOLLY SPRINGS PARKWAY
GANTON, GA 30142
(770) 345-8833
WEB: LOGAN

PROJECT:

**HOLLY SPRINGS TOWN CENTER
HARDSCAPE & LANDSCAPE
CONSTRUCTION DOCUMENTS**

LL# 308 & 340, 15TH DISTRICT, TAX ID# 15-004-0002
PARCEL #150345-0002 <comment>

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR SUBMITTAL	03/17/2022

PROJECT MANAGER: JMS

DRAWING BY: DK

JURISDICTION: HOLLY SPRINGS, GA

DATE: 09/09/2022

SCALE: 1" = 40'

TITLE:

OVERALL HARDSCAPE PLAN

SHEET NUMBER:

H1.0

COMMENTS: NOT RELEASED FOR CONSTRUCTION

JOBFILE NUMBER: 1362.001



Derek Metts | Public Projects Engineer | Patriot Rail Company LLC
10752 Deerwood Park Boulevard, Ste. 300, Jacksonville, FL 32256
O: (904)-265-0617 | M: (912) 237-1928
derek.metts@patriotrail.com

**SUBJECT: PATRIOT RAIL COMPANY, LLC AND SUBSIDIARY PROPERTIES
RAILWAY CORRIDOR PROJECTS PRELIMINARY ENGINEERING
INITIATION PACKAGE**

Dear Applicant,

This is in response to your request for Patriot Rail or its subsidiary properties involvement regarding the proposed improvements on, over, or adjacent to our rail corridor initiated by the Roadway Authority or their Consultant.

To maintain standards and consistency for improvements and construction projects adjacent to or over the Railroad's right-of-way, the Railroad has now contracted with XORAIL (XRL) as the General Engineering Consultant (GEC) to perform Project Management, Preliminary Engineering, and Construction Plan Review work for Crossing and Signal projects throughout their rail corridor. The Railroad has taken this step in an effort to provide a more timely response to request from various entities, or their consultants, regarding proposed construction projects in the vicinity of the rail corridor. This will expedite the engineering and plan review process and will allow the Railroad to better serve the various entities throughout the state.

The first step is to complete the enclosed "APPLICATION FOR PUBLIC PROJECT INITIATION" (Form PR-1), sign and return the fee deposit schedule acknowledgement, and provide a check for the total application and preliminary engineering deposit(s) in the amount of **\$15,000.00** for the proposed project.

The deposit for application and preliminary engineering covers the cost to initiate and begin the PE process. The PE package will be prepared and provided to the Roadway Agency for review, and will include the Railroad Plan Review, Configuration/Layout plans and/or exhibits, and Cost estimate for Railroad work to be performed as applicable. The deposit for performing the work described is based on and billed at an hourly rate. Additional fees may apply if there is extensive coordination or excessive delays in the review and engineering process; the Roadway Agency will be notified in advance of any additional cost for authorization to proceed and will be billed accordingly.



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derek.metts@patriotrail.com

This deposit request and statement of work is based on a project that will likely follow the Railroad's normal project management procedures, based on the scope provided. If additional work, coordination, or funding is required, the Railroad will notify the Roadway Agency of required fees and/or additional process steps required to complete the project.

If there are utilities involved in the project, additional permitting and applicable fees may be required. Any new installation of overhead or underground utilities associated with this roadway project will require individual utility lease agreements to be filed with the Railroad through the Patriot Rail Real Estate Department. The Railroad contact for lease agreements pertaining to overhead or underground utilities will be as follows:

Erich Smith
Director of Real Estate
Patriot Rail Company, LLC.
10752 Deerwood Park Boulevard, Ste. 300
Jacksonville, FL 32256
Office: 904-438-2448
E-Mail: Erich.Smith@patriotrail.com

Please CC the following on any Utility submittals or correspondence:

PR-PM@wabtec.com

Additionally, for any utility, underground or overhead, through or parallel within the Railway Corridor and Property, a detail plan sheet(s) that provides the necessary utility information must be provided to include but not be limited to the following:

- Type of Utility Service (Water, Sewer, Gas, etc.)
- Owner of Utility (City, County, State, etc.)
- Size of Utility (Diameter or size if Elliptical or other)
- Type of Utility Material (RCP, PVC, HDPE, etc.)
- Type and size of Casing Pipe (if applicable)
- Calculations of Casing Pipe wall thickness to Meet or Exceed Cooper E-80 Loading Values for the specific application and depth (Must be PE Certified calcs.)
- Contents to be carried by Utility (Water under Pressure, 3-2" Conduits for telecommunication, etc.)
- Method of Utility Installation (Jack & Bore, Directional Bore, Microtunnelling, etc.)
- Plan View Drawing of Location to be installed (including Jacking and Receiving pits if applicable)
- Elevation View Drawing clearly showing the Utility Vertical Elevation and Clearance from BOTTOM of Railroad Tie to TOP of Utility.



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derek.metts@patriotrail.com

All payments and documentation required must be submitted in electronic format as detailed below:

APPLICATION AND PLAN DOCUMENTS
ORIGINAL DOCUMENTATION REQUIRED: • ORIGINAL Completed and Signed Application Form • COPY of Signed Check(s) for Fees Required (made payable to the railway <i>(To ensure fees are applied properly, the Check Memo should be labeled as: "Reimbursable Engineering Project" with City, State, and project name clearly noted)</i>) • ORIGINAL Letter or e-mail authorizing the Railway to proceed with the Engineering • ORIGINAL Signed Roadway Authority Fee Schedule Acknowledgement and Acceptance • Electronic File submittal of all Plans/Drawings for Proposed Improvements <i>(Electronic File submittal must include Electronic CADD Files with all reference files included. Files must be in MicroStation or AutoCAD format, with PDF file of plan set also included)</i>
Derek Metts Public Projects Engineer Patriot Rail Company LLC. 10752 Deerwood Park Boulevard, Ste. 300 Jacksonville, FL 32256 If you have any questions, please contact: derek.metts@patriotrail.com /Office: (904)-265-0617 Mobile:(912) 237-1928
With duplicate COPY to:
Terry Frank Director of Engineering Xorail, Inc. 5011 Gate Parkway, Bldg. 100, Ste. 400 Jacksonville, FL 32256 Phone: 904-596-1213 E-Mail: PR-PM@wabtec.com <i>If the files are too large for regular E-Mail, please use the following to send Large File Uploads: https://ft.wabtec.com/filedrop/tfrank@wabtec.com</i>

FEE PAYMENTS
Submit by Certified Mail or traceable Carrier with the following enclosed:
1. COPY of Completed and Signed Application Form
2. ORIGINAL Signed Check(s) for Fees Required (made payable to the railway) <i>(To ensure fees are applied properly, the Check Memo should be labeled as: "Reimbursable Engineering Project" with City, State, and project name clearly noted).</i>
Send the above to:
Patriot Rail Company, LLC. C/O Engineering P.O. Box 844245 Boston, MA 02284-4245
Provide COPY of location and tracking number to the following:
derek.metts@patriotrail.com & PR-PM@wabtec.com



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10752 Deerwood Park Boulevard, Ste. 300, Jacksonville, FL 32256
O: (904)-265-0617 | M: (912) 237-1928
derek.metts@patriotrail.com

Should you need to further discuss this matter or have any questions or comments, please contact me for assistance. I can be reached at (904) 279-3196.

Sincerely,

Derek Metts
Public Projects Engineer

Enclosures:

- Form PR-PE-1 (05/12/2023)
- Patriot Rail, LLC. – Instructions and Requirements for submittal of Fee Payments
- Patriot Rail, LLC. – Instructions and Requirements for submittal of Contractor/Subcontractor Insurance Documents
- Patriot Rail, LLC. – Insurance Requirements

ROADWAY AUTHORITY FEE SCHEDULE ACKNOWLEDGEMENT AND ACCEPTANCE

Roadway agency acknowledges and accepts all fees and requirements outlined in this letter.

Roadway Authority Agency Name: _____
Address 1: _____
Address 2: _____
City/State/Zip: _____

Authorized Representative Name: _____
(Printed)

(Signature)

Date Accepted: _____

Please return this original signed acknowledgement with all applicable fees and documentation as instructed above.



APPLICATION FOR PUBLIC PROJECT INITIATION

HOW WILL YOUR PROJECT AFFECT THE RAILROAD PROPERTY AND TRACKS (Select all that apply):

- ☒ AT-GRADE THROUGH RAILROAD CORRIDOR AND PROPERTY
☐ OVER RAILROAD CORRIDOR AND PROPERTY
☐ UNDER RAILROAD CORRIDOR AND PROPERTY
☐ PARALLEL TO RAILROAD CORRIDOR AND PROPERTY

1 Date of Application 06/02/2023

2 Applicant

Name City of Holly Springs Project Number _____

Address 3237 Holly Springs Parkway

City Holly Springs State GA Zip 30142

3 Highway Agency

Name N/A Project Number _____

Address _____

City _____ State _____ Zip _____

4 Crossing At-Grade, Over-Grade, or Under-Grade Crossing at Grade

5 Public or Private Public

6 Name Route Number of road Holly Springs Parkway

7 New or Reconstruction New

8 If reconstruction, date of existing agreement n/a

9 If reconstruction, current DOT/AAR Crossing Number n/a

10 Nearest municipality City of Holly Springs

11 Crossing in the County of Cherokee

12 RR Milepost Location Prefix _____ Milepost _____ Feet _____ Suffix _____

13 Next Crossing to the North/West Pinecrest Road Distance 3,700 ft

14 Next Crossing to the South/East Hickory Road / Holly St Distance 1,330 ft

15 Closest Turnout to the North/West Siding at Univeter Rd Distance 8,200 ft

16 Closest Turnout to the South/East Siding at P. Rickman Dr Distance 200'

17 Number of Tracks to cross 1

18 Angle of intersection with tracks 82.6 deg

19 Track is curved or tangent Tangent

20 Roadway is curved or tangent No

21 Track is in cut or fill Fill If so, height or depth at - grade



22 Overhead Crossings

- a) Clearance above top of rail _____
- b) Length of span _____
- c) Number of columns to be located on Railroad Property _____
- d) Distance face of closest column to nearest rail of closest track _____

23 Underground Crossing

- a) Track Carried By _____
- b) Design standards followed _____

24 Utility installation required by this project

Storm Drainage, Electrical to service signals

25 Utility relocation required by this project

None

26 Lane shifts account maintenance of traffic

None

27 Plans for the proposed installation shall be submitted to and meet the approval of the Railroad Design and materials are to be in strict accordance with all requirements of the Railroad, as well as all Federal, State, and Municipal requirements applicable for the installation of Highway/Railway Crossings

28 If application is approved, Applicant understands the agreement for this crossing will make Applicant responsible for all costs incurred by Patriot Rail, LLC (PR) incidental to the installation and maintenance of the crossing and further agrees to assume all liability for accidents or injuries, which arise as a result of this installation

29 If application is approved, Applicant understands the agreement for this crossing will require the Applicant to carry, with respect to the operations it or any of its contractors or subcontractors perform, the minimum insurance policies and limits as contained on page 4 of this application, entitled "PATRIOT RAIL COMPANY, L L C , INSURANCE REQUIREMENTS"

30 Application processing fee of \$1000.00 is enclosed with this application _____ (Initial here if attached)
Patriot Rail Company, LLC., C/O Engineering, P.O. Box 844245, Boston, MA 02284-4245

31 Authorized official making application
 Signature _____

Name _____

Title _____

Phone _____

E-Mail _____

Questions concerning the application process may be directed to

Derek Metts**Public Projects Engineer****Phone: 904-279-3196****O: (904)-265-0617 | M:(912) 237-1928****derek.metts@patriotrail.com**



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INSTRUCTIONS AND REQUIREMENTS FOR SUBMITTAL OF CONTRACTOR/SUBCONTRACTOR INSURANCE DOCUMENTS

With all Railroad Projects, any Contractor or Subcontractor working within, above, below, or adjacent to, or affecting Railroad Property or Facilities **MUST** have the necessary insurance secured to the limits shown on the attached Patriot Rail Company, LLC Insurance requirements document attached.

NOTE – Be sure that e-mail transmittal and COI clearly indicate the project it is being submitted for as shown in the example under Item E in the below information. Since Patriot Rail has numerous projects in progress throughout their system, with multiple Agencies, their Contractors and Subcontractors. If the specific project is not clearly identified, your insurance submittal and COI will not be able to be reviewed in a timely manner.

Insurance Document submittals may be submitted by USPS, Express Mail, Electronic Transmission (i.e. E-Mail, File Transfer, Filedrop, etc.) to the following for review and approval by Patriot Rail Risk Management:

PRINT SUBMITTAL
Send ORIGINALS TO:
Derek Metts Public Projects Engineer Patriot Rail Company LLC. 10752 Deerwood Park Boulevard, Ste. 300 Jacksonville, FL 32256 If you have any questions, please contact: derek.metts@patriotrail.com Office: (904)-265-0617 Mobile: (912) 237-1928
With duplicate COPY to:
Terry Frank - Director of Engineering Xorail, Inc. 5011 Gate Parkway, Bldg. 100, Ste. 400 Jacksonville, FL 32256 Phone: 904-596-1213 E-Mail: PR-PM@wabtec.com

ELECTRONIC SUBMITTAL
derek.metts@patriotrail.com
With CC Copy to:
PR-PM@xorail.com
If the files are too large for regular E-Mail, please use the following to send Large File Uploads: https://ft.wabtec.com/filedrop/tfrank@wabtec.com



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derek.metts@patriotrail.com

When submitting your Contractor or Subcontractor insurance for review and approval by Patriot Rail Risk Management, please ensure that ALL of the following documents are included as a COMPLETE submittal (any documents not included will be considered incomplete and resubmittal required in order for review by Patriot Rail Risk Management). The following checklist of items are required to be considered an accepted and COMPLETE submittal:

ITEM DESCRIPTION	DOCUMENTS REQUIRED (Please use the below as a "checklist" to ensure you have prepared a COMPLETE Insurance Submittal Package)
☐ 1. LIST OF ALL CONTRACTORS AND SUBCONTRACTORS	● Provide a COMPLETE list of ALL contractors and sub-contractors that will be working on railroad property ● Provide a brief written statement of what work each contractor or sub-contractor will perform as part of the project (i.e. Concrete work, Electrical, Traffic Signal, Asphalt, etc.).
☐ 2. "CGL" Commercial General Liability Insurance	● COI – Certificate of Insurance ● All applicable Endorsements and Waivers of subrogation. (See attached Patriot Rail Insurance Requirements Document for details)
☐ 3. "WC" Statutory Workers' Compensation	● COI – Certificate of Insurance ● All applicable Endorsements and Waivers of subrogation. (See attached Patriot Rail Insurance Requirements Document for details)
☐ 4. "AUTO" Business Automobile Liability Insurance	● COI – Certificate of Insurance ● All applicable Endorsements and Waivers of subrogation. (See attached Patriot Rail Insurance Requirements Document for details)
☐ 5. "RPL" Railroad Protective Liability	● COI – Certificate of Insurance ● All applicable Endorsements and Waivers of subrogation. (See attached Patriot Rail Insurance Requirements Document for details)



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ADDITIONAL INFORMATION:

- A. If the project has not yet been awarded, the list of Contractors and Subcontractors must be submitted to Railroad immediately upon award of the project.
- B. The Contractor will be named as the "Insured", and the Individual Railroad legal name as well as Patriot Rail Company, LLC. shall be properly named as "Additional Insured" or "Certificate Holder". See the attached Listing of Patriot Rail properties legal names and addresses for reference (page 5 of this document).
- C. Railroad Protective Liability (RPL) Insurance (required to show proof of CG2417 or its equivalent as well as a waiver of subrogation in favor of the Railroad)
 - NOTE – Based on the work being performed, additional insurance coverages may be required (i.e., Excessive or Pollution (EPA), Use of Explosives, Use of Hazardous Materials, that may not be covered under the standard minimum policies and binders).
- D. Ensure that all Insurance meets or exceeds the limits stated in the attached Patriot Rail Insurance requirements document (page 4 of this document).
- E. Ensure that the COI submittals for Insurance approvals provide in the "NOTES" or "Comment" section, the applicable project identification, and numbers to accurately apply the Insurance Submittal to the proper project. The Notes or Comments should include the following information as applicable to the project the submittal is intended. The below is provided as an EXAMPLE:
 - **Railroad Code Letters – Railroad Milepost – Crossing Name – Crossing Inventory Number – Railroad Project Number – XRL Project Number – Roadway Agency Project Number.**
 - **GNRR – 123.45 (+1234') – Rt. # (Street Name) – DOT#: 123456A – RR#: 1234567 – XRL#: 123456 – AGENCY#: 123456-1-12-01**

(The above specific project information can be found in the subject line of the e-mail correspondence issued by Patriot Rail Public Projects Department for the project)
- F. Ensure that the **SUBJECT LINE** of all E-mail submittals and future correspondence has the information to identify the project in the subject line as shown in the Example in Item E above. Improperly identified correspondence may be delayed, if not properly identified.



- G. Ensure that the **BODY** of the E-Mail correspondence includes the Legal Entity name for the Contractor and/or Sub-Contractor, and the task work that specific Contractor or Sub-Contractor will be performing within or adjacent to the Railroad ROW and Property.
- H. Ensure that ALL Contractors or Sub-Contractors that will be working within, above, below, or adjacent to the Railroad ROW and Property, or would have the potential of workers or Equipment (with fixed or extendable Boom) to foul or enter into the Railroad ROW and Property have had their Insurance Submitted and approved by the Railroad PRIOR to any work commencing. The Railroad will not be responsible for delays in work due to the delay in submitting or insufficient time for Railroad to review all Insurance submittals.
- I. If the PRIME CONTRACTOR intends to accept all liability and responsibility, and provide the necessary Insurance coverage to the SUB CONTRACTORS under the PRIME Contractors Insurance Policies, a **Certified Insurance Binder or Certified Official Letter** from the Prime Contractor Insurance Underwriter MUST be provided with the following MINIMUM information:
 - o Name of PRIME Contractor Covered
 - o Insurance Policy Numbers listed for Prime's GCL, WC, AUTO, & RPL Policies
 - o List of all Legal names of Sub-Contractors that will be covered under the Prime's Policies.
 - o Statement that ALL coverages covered under PRIME Contractor policies are extended to include the Named Sub-Contractors named within the letter with NO EXCEPTIONS or EXCLUSIONS, and all Endorsements and Waivers of Subrogation are in full force and effect for the Prime Contractor as well as those Sub-Contractors named in the letter.
 - o A COI with all Legal names of Sub-Contractors that coverage is provided for named in the Notes/Comment Section of the COI and submitted for Railroad Records.

If Agency or Contractor is required to submit to the Railroad, any type of live monetary funding such as Check, Money Order, etc., or any form of payment, it shall be submitted to the following:

**Patriot Rail Company, LLC.
 C/O Engineering
 P.O. Box 844245
 Boston, MA 02284-4245**

*(To ensure fees are applied properly, the Check Memo should be labeled as:
 "Reimbursable Engineering Project" with City, State, and project name/number clearly noted).*



INSURANCE REQUIREMENTS		
CGL	Commercial General Liability Insurance	This insurance shall contain broad form contractual liability with a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including, but not limited to, coverage for the following: - Bodily injury including death and personal injury - Property damage - The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance: - The employee and worker's compensation related exclusions in the above policy apply only to Contractor's employees; and - the exclusions for railroads and explosion, collapse and underground hazard shall be removed
AUTO	Business Automobile Coverage Insurance	This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence or claim, including, but not limited to, coverage for the following: - Bodily injury and property damage - Any and all motor vehicles including owned, hired and non-owned - The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance: - The employee and worker's compensation related exclusions in the above policy apply only to Contractor's employees - Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law
WC	Workers Compensation and Employers Liability Insurance	Including but not limited to: - Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement - Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 each employee - Alternate Employer Endorsement
RPL	Railroad Protective Liability Insurance	If the GCL Policy limits does not meet the occurrence/aggregate limits, a separate RPL Policy may be obtained. This insurance shall contain a combined single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000.

- Umbrella or Excess Policies in the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford not less coverage than the primary policy.
- All policies required above (excluding Workers' Compensation) shall provide severability of interests and shall name Railroad as an additional insured as its interests may appear. Severability of interest and naming Railroad as additional insured shall be indicated on the certificate or insurance.
- Contractor shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments, and reference the contract audit/folder number if available. Contractor shall notify Railroad in writing of any cancellation or material alteration.
- The responsible Agency must carry all insurance policies above for the duration of the Agreement Term. The RPL insurance is excluded from this requirement.



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NOTE: Certificates of Insurance (COI) must include Individual Railroad legal name as well as Patriot Rail Company, LLC., and shall be properly named as "Additional Insured" or "Certificate Holder" as per the below:

Patriot Rail Company LLC 10752 Deerwood Park Boulevard, Ste. 300 Jacksonville, FL 32256	Subsidiary Railroad Legal Name Address City, ST Zip <i><See attached listing of Subsidiary Railroads Legal entity names and addresses for entry></i>
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Patriot Rail Subsidiary Railroads

FRA CODE	NAME	ADDRESS
BAP	Butte, Anaconda & Pacific Railway	300 W Commercial Ave, Anaconda, MT 59711, USA
BRSR (FRA= BLRX)	Blue Ridge Scenic Railway	241 Depot Street, Blue Ridge, GA 30513
CLC	Columbia & Cowlitz Railway	3401 Industrial Way, Longview, WA 98632, USA
DQE	DeQueen And Eastern Railroad	412 E Lockesburg Ave, De Queen, AR 71832, USA
DT	Decatur Junction Railway	308 S Chestnut St, Assumption, IL 62510, USA
EWR	Elkhart & Western Railroad	402 E South St, Argos, IN 46501, USA
FSR	Fort Smith Railroad	22 N B St, Fort Smith, AR 72901, USA
GCW	Garden City Western Railway	708 N Vfw Rd, Garden City, KS 67846, USA
GET	Gettysburg & Northern Railroad	750 Mummasburg Rd, Gettysburg, PA 17325, USA
GNRR	Georgia Northeastern Railroad	109 Marr Ave, Marietta, GA 30060, USA
GS	Georgia Southern Railway	200 E Main St, Fort Valley, GA 31030, USA
GTRA	Golden Triangle Railroad	4335 Carson Rd, Columbus, MS 39701, USA
ISW	Indiana Southwestern Railway	1603 Allens Ln, Evansville, IN 47710, USA
KGTR	Kingman Terminal Railroad	4505 E Mohave Airport Dr, Kingman, AZ 86401, USA
KJRY	Keokuk Junction Railway	300 Main St suite 490, Keokuk, IA 52632, USA
KTR	Kendallville Terminal Railway	110 W Ohio St, Kendallville, IN 46755, USA
LNW	Louisiana And North West Railroad	304 W Main St, Homer, LA 71040, USA
LSRS	Lakeshore Railcar & Tanker Services	1150 E 145th St, East Chicago, IN 46312, USA
MCVR	Merced County Central Valley Railroad	1955 Spacecraft Dr, Atwater, CA 95301, USA
MSCI	Mississippi Central Railroad	100 1st Ave N, Red Bay, AL 35582, USA
MSO	Michigan Southern Railroad	501 Sol Morris Ave, White Pigeon, MI 49099, USA
NDW	Napoleon, Defiance & Western Railway	817 5th St, Defiance, OH 43512, USA
PRY	Pioneer Industrial Railway	7601 W Wheeler Rd, Mapleton, IL 61547, USA
RNA	Ripley And New Albany Railroad	200 N Railroad Ave, New Albany, MS 38652, USA
SAV	Sacramento Valley Railroad	4144 Dudley Blvd Bldg. 412, McClellan Park, CA 95652, USA
SLGW	Salt Lake Garfield & Western Railway	1201 W North Temple St, Salt Lake City, UT 84116, USA
TC	Temple & Central Texas Railway	3111 Eberhardt Rd, Temple, TX 76504, USA
TSRR	Tennessee Southern Railroad	100 Railroad St, Mt Pleasant, TN 38474, USA
UCRY	Utah Central Railway	2036 Lincoln Ave, Ogden, UT 84401, USA
VRRC	Vandalia Railroad Company	609 W Main St, Vandalia, IL 62471, USA
WBRW	West Belt Railway	1 Arsenal St, St. Louis, MO 63118, USA



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GRADE CROSSING IMPROVEMENT PROJECTS

General Stages – Initiation to Completion

The below table provides a general and brief description of the stages and process for your reference to the work required by the Railroad through the respective stages of the project. This does NOT reference any specific project and is merely a generic and general overview of the typical process of a project.

	STAGE	TITLE	DESCRIPTION
PRELIMINARY ENGINEERING (Pre-Construction Authorization)	STAGE 1	PROJECT INITIATION	Roadway Agency requests proposed improvements. All Fees/Funding is secured to proceed with Preliminary Engineering.
	STAGE 2	PRELIMINARY ENGINEERING	Perform Preliminary Engineering Railroad Site Survey to collect all data/information to define project scope and prepare Exhibits and Preliminary Cost Estimates.
	STAGE 3	PRELIMINARY ENGINEERING SUBMITTAL / APPROVAL	Prepare Preliminary Engineering Package (Configuration Plans and Cost Estimates) for submittal and approval by Roadway Agency.
FINAL APPROVAL / AGREEMENTS (Pre-Construction)	STAGE 4	AGREEMENT PREPARATION	Approved Preliminary Engineering Package submitted to Railroad Real Estate Department for Lease, Construction, Maintenance, and Right-of-Entry agreements (as applicable) for submittal/execution to the Roadway Authority.
	STAGE 5	CONSTRUCTION AUTHORIZATION	Roadway Agency approves Plans/Estimates for project scope, executes Agreements, and provides "Notice To Proceed" in order for project construction to commence.
FINAL ENGINEERING and CONSTRUCTION (Post Construction Authorization)	STAGE 6	SECURE DESIGN\BUILD VENDOR	Secure Design\Build Vendors for all required work efforts through competitive bidding process.
	STAGE 7	CONSTRUCTION COMMENCES	Railroad Design Team develops the following: - Railroad Circuit Design - Material Requisition - Shop Wiring - Material Shipment - Field Installation Team Mobilization - One-Call / Dig Tickets / Permits are all secured. - Construction Installation - Field Testing - In-Service Commissioning
	STAGE 8	VALIDATION ACCEPTANCE	Railroad and/or Roadway Agency perform Field Validation of crossing installation and provides formal acceptance.
	STAGE 9	PROJECT RECORDS	Railroad Provides Roadway Agency with acceptance documentation and Federal Railroad Administration filing documentation as applicable.
	STAGE 10	PROJECT COMPLETION	Project Documentation/Plans accepted and filed appropriately, Final Invoicing completed, and project is closed.

In order to maintain standards and consistency for improvements and construction projects adjacent to or over the Railroad's right-of-way, the Railroad has now contracted with XORAIL (XRL) as the General Engineering Consultant (GEC) to perform Project Management, Preliminary Engineering, and Construction Plan Review work for Crossing and Signal projects throughout their rail corridor. The Railroad has taken this step in an effort to provide a more timely response to request from various entities, or their consultants, regarding proposed construction projects in the vicinity of the rail corridor. This will expedite the engineering and plan review process and will allow the Railroad to better serve the various entities throughout the state.



PROJECT PLAN DESIGN CONSIDERATIONS AND PREPARATION FOR SUBMITTAL TO RAILROAD

Preparation and approval of all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or their respective contractors/consultants.

Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject to the review and approval of the Railroad. Such plans, specifications and drawings, as approved by the Railroad are referred to as the "**Plans**".

The Railroad review, approval, or preparation of Plans pursuant to the project, the Railroad signifies only that such Plans and improvements constructed in accordance with such Plans and improvements are constructed in accordance with such Plans to satisfy the Railroad requirements.

The Railroad expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans. The Compliance of the Plans to any and all regulatory, lawful, or statutory requirements is the sole responsibility of the Agency. The Project shall be constructed in accordance with the Plans approved by the Railroad.

Any revisions or changes to the plans that will affect or change any aspect of the Railroad corridor property, public safety, facilities, or operations of the Railroad, must be submitted prior to implementation or construction for Railroad review and approval.

The Railroad reserves the right to comment /approve the Roadway Authority construction plans affecting the Railroad property or facilities any time prior to the start of construction regardless if previous construction plan approval has been granted.

This reservation will be invoked only if the Railroad has either by internal policy or mandate of law revised its standards as applicable to this project. The Railroad shall notify the Roadway Authority of changes as far as possible in advance of construction.

The Roadway Authority shall, prior to the start of construction, verify with the Railroad if any revisions to standards are applicable to this project.



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The following items are design considerations that should be reviewed for compliance to the Railroad requirements and specifications necessary for plan approval:

1. All Roadway/Rail crossings within the Project limits (to include at-grade and grade separated crossings) should be identified on **all applicable plans** (including, but not limited to general site and plan sheets, schematics, profiles, foundation plans, drainage plans, utility plans, landscape plans, signalization plans, signage plans, and pavement marking plans, etc.) as follows:

Roadway Name

Roadway Design Sta. 123+45.67 (8.9' Rt.) =

Railroad Legal Entity Name (RR Code)

Roadway Name

AARIDOT# 123456A

RR MP: 123.45

The Roadway Design Station is the point of intersection of the centerline of the Roadway intersects with the centerline of the Mainline track of the Railroad.

2. The Railroad should be submitted a complete plans set for review and approval including but not limited to the following:

- Plan/Profile Drawing (Existing and proposed)
- Typical Pavement Cross-Section Drawing
- Utility plans and profiles

If there are utilities involved in the project, additional permitting and applicable fees may be required. Any new installation of overhead or underground utilities associated with this roadway project will require individual utility lease agreements to be filed with the Railroad through the Patriot Rail Real Estate Department. The Railroad contact for lease agreements pertaining to overhead or underground utilities will be as follows:

Erich Smith

Director of Real Estate

Patriot Rail Company, LLC.

10752 Deerwood Park Boulevard, Ste. 300

Jacksonville, FL 32256

Office: 904-438-2448

E-Mail: Erich.Smith@patriotrail.com

Please CC the following on any Utility submittals or correspondence:

PR-PM@wabtec.com

Additionally, for any utility, underground or overhead, through or parallel within the Railway Corridor and Property, a detail plan sheet(s) that provides the necessary utility information must be provided to include but not be limited to the following:

- **Type of Utility Service (Water, Sewer, Gas, etc.)**



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- Owner of Utility (City, County, State, etc.)
 - Size of Utility (Diameter or size if Elliptical or other)
 - Type of Utility Material (RCP, PVC, HDPE, etc.)
 - Type and size of Casing Pipe (if applicable)
 - Calculations of Casing Pipe wall thickness to Meet or Exceed Cooper E-80 Loading Values for the specific application and depth (Must be PE Certified calcs.)
 - Contents to be carried by Utility (Water under Pressure, 3-2" Conduits for telecommunication, etc.)
 - Method of Utility Installation (Jack & Bore, Directional Bore, Microtunnelling, etc.)
 - Plan View Drawing of Location to be installed (including Jacking and Receiving pits if applicable)
 - Elevation View Drawing clearly showing the Utility Vertical Elevation and Clearance from BOTTOM of Railroad Tie to TOP of Utility.
- Specified type of curb to be utilized on the Roadway side or median
 - Traffic Signalization Plans, including Pre-Emption timing requirements (must be provided on official letterhead from the Roadway Authority)
 - Right-of-Way Plans (including any acquisitions or easements required)
 - Landscaping Plans (including legend to verify size and type of landscaping to be installed)
 - Lighting Plans (including legend to verify size and type of lighting poles, foundations, cable and jct. boxes to be installed)
 - Paving and Drainage Plans (including proposed grading, locations of all Catch Basins, pipes, and under-drains to be installed)
 - Parapet/Railing Fencing Plan
 - Please show and identify the actual Railroad tracks through all Crossings for a minimum distance of 150 feet (along the tracks) on each side of the centerline of the roadway.
 - Railroad right-of-way should be shown, labeled, and dimensioned for clarity. Please show the actual Railroad right-of-way and not an approximate location. Please label the Railroad right-of-way as "RR R/W" or "RR ROW"
 - Identify Crossing Locations appropriately
3. The following restriction of Lighting, Landscaping, potential obstructions placed must be adhered to and considered during the Roadway Design and preparation of plans:
- The Roadway Authority must be aware and ensure that any existing or proposed planting or placement of Landscaping, Lighting Fixtures, Signage, or any device or sign that will or has the potential to obstruct the sight preview of the Crossing Warning Devices within 500 feet in approach to the crossing is to be removed or relocated to prevent the obstruction it creates.**
4. The following restriction of the masonry construction must be adhered to and considered during the Roadway Design and preparation of plans:



"Curb & Gutter, Sidewalk, Masonry, Structures, or Utilities shall not be constructed closer than 12 feet of the centerline of the nearest Railroad track as measured perpendicular to that track".

The sidewalk, curbs, and medians will be required to end at the 12-foot distance. Asphalt Pavement will be utilized by the Roadway in the space between the Masonry construction ending and the Crossing Panel Sections. Additionally, the median treatment must be in compliance with standards.

5. Please note that all proposed conduits underneath the existing Railroad tracks, if installed by **Jack and Bore** method, shall provide a MINIMUM vertical cover of 5.5 feet below the Bottom of Tie to Top of Casing and extend to the limits of the Railroad right-of-way. NOTE - A PE Certified Dewatering system shall be utilized as required, with additional consideration of Soil Stabilization methods as deemed necessary and considered for all projects that require subgrade or excavation work within the Railroad property, or when soil conditions and/or water table effects are not manageable by standard methods. The Railroad, at their sole discretion, has the authority to require additional Dewatering and/or Soil Stabilization systems to be utilized if at any time the project work it is deemed necessary to ensure the safety and protection of the Railroad Property and Track.
6. Please note that all proposed conduits underneath the existing Railroad tracks, if installed by the **Directional Bore** method, shall provide a MINIMUM vertical cover of 10 feet below the Bottom of Tie to Top of Conduit or Casing and extend to minimum 25 feet horizontally beyond the centerline of the track (measured perpendicular to track) before transitioning to a 5.5 foot MINIMUM vertical cover throughout the remainder of the Railroad right-of-way. NOTE: At the discretion of the Railroad, the Minimum 10 feet depth may be required to extend the entire width of the Railroad property limits. NOTE - Directional Bore Entry and Exit points shall be located **OUTSIDE** of the Railroad Property a sufficient distance to ensure no effects or damage will occur to the Railroad Corridor and Property.
7. Drainage Requirements:
 - No storm water may be directed towards or allowed to stand or pond within the Railroad right-of-way. Earth swales or concrete or asphalt gutters shall be used to convey storm water to Municipal or private collection systems or storage ponds outside the Railroad right-of-way.
 - If the Roadway Authority work will affect or require modification to any existing Railroad drainage facilities through or parallel to the work, it will be the Roadway Authority's responsibility to properly design and provide a drainage system to accommodate the existing drainage, while not promoting or directing any additional volume of storm water onto or towards the Railroad right-of-way.
 - No drainage structures (i.e. catch basins, manholes, junction boxes, etc.) shall be placed within the Railroad right-of-way.



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- All storm water shall flow away from the Railroad crossing surface and tracks structure. At no time shall any storm water be directed towards the Railroad crossing surface or track structure.
8. No Traffic Lane Shifts of the existing Roadway shall be allowed within the Railroad right-of-way during the construction without prior authorization from the Railroad's Signal Department personnel. Therefore, the following note is to be added to the plans, and the Maintenance of Traffic plans shall reflect this requirement.

The Roadway Authority, or designated Contractor, shall not be allowed to perform Temporary Lane Closures, Lane Shifts, or detour routes within the Railroad right-of-way without prior authorization from the Railroad's Signal Department personnel. The Roadway Authority will be required to contact the following Railroad Personnel to coordinate this phase of the project.

9. If Traffic Signalization preemption interconnection with the Railroad's Crossing Warning System, and timing changes are proposed as part of this project the Roadway Authority will be required to submit completed Traffic Signalization Plans for Railroad review and approval.

The Roadway Authority will be required to provide a detailed timing sequence for the required timing and/or clear-out sequence required. This information will be required for the Railroad to determine design parameters to provide the necessary Notification to the Traffic Control System.

The Timing Sequence and/or Clear-Out sequence must provide a formal statement on Roadway Authority Letterhead, which includes the following completed statement:

"The <Roadway Authority> will require a total of _____ seconds of Pre-Emption timing from Railroad Pre-Emption Notification of train approach, to Train Arrival at the Crossing. This time will consist of __ seconds Advanced Pre-Emption and __ seconds of Simultaneous Pre-Emption for a Total Time of __ seconds".

If pre-emption interconnection exists, and there are no intended Traffic Signalization pre-emption timing changes proposed, please provide a statement on Roadway Authority Letterhead which states:

"No Traffic Signalization pre-emption timing changes are proposed."

The submitted Letter(s) must be signed by an authorized representative of the Roadway Authority and submitted for railroad design criteria requirements, and official Railroad records.

Please ensure the project location, crossing name, railroad milepost, and project numbers are included in the letter to identify the project.

10. The installation of Induction or Traffic Loop Detection systems by the Roadway Authority (or their designated Contractor) within the Railroad right-of-way shall require all such equipment or



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installation to maintain a MINIMUM 15-foot setback from the nearest rail or on the approach side of the crossing warning device, whichever is greatest. No Induction or Traffic Loop Detection system equipment or installation shall be allowed to be placed within the rails or between tracks. The Railroad is not responsible for damage to traffic loop sensors.

11. The following MINIMUM TEMPORARY clearances shall be maintained during construction.
- Vertical - 21.5 feet above top of rail (ATR) (TEMPORARY).
 - Horizontal - 15 feet in tangent sections of track measured perpendicular to the track (TEMPORARY).
 - Horizontal - 20 feet in curved sections of track measured perpendicular to the track (TEMPORARY).

This document is not all inclusive of requirements and specifications of the Railroad but provided for reference only for the Agencies for the planning and preparation of the project. Additional requirements and specifications as related to your specific project will be provided when appropriate.

GENERAL CONTRACTOR AGREEMENT

Contract # 005 2023

This General Contractor Agreement ("**Agreement**") is entered into this 19th day of June 2023 (the "**Effective Date**") by and between Stonecrest Homes GA, LLC, a Georgia limited liability company ("**Contractor**"), and the City of Holly Springs and the Downtown Development Authority of Holly Springs (collectively, "**Owner**"), whose Train Depot address is 164 Hickory Road; Holly Springs, GA 30115 (the "**Property**").

For and in consideration of the mutual promises, rights and obligations set forth below, Owner (collectively and singularly "**You**" and "**Your**") and Contractor hereby agree as follows:

Contractor shall furnish the material, labor, equipment, tools, and supervision necessary for the renovations and improvements on the Property (the "**Project**") in compliance with the plans and specifications agreed to by Owner (the "**Plans**"), which Plans form a part of this Agreement and are attached hereto and incorporated herein by reference.

1. COST - PLUS GENERAL CONTRACT AGREEMENT. You acknowledge and agree to the following:

A. You will pay Contractor a sum equal to Contractor's actual costs of the Project, plus a project management and supervision fee ("**Management & Supervision Fee**") as follows:

B. The Management & Supervision Fee is calculated at 20% gross margin of cost, or cost times .25. This fee shall be payable as costs are incurred and documented in a monthly invoice and draw request.

C. The Project costs consisting of actual invoices from Contractor's vendors and sub-contractors and any other receipts documenting expenses for this project will be sent to the Owner on draw requests on a monthly basis for reimbursement, due upon receipt.

OWNER INITIALS: _____

CONTRACTOR INITIALS: _____

2. CHANGES TO THE PROJECT OR COSTS. No changes to the Project's Plans are permitted without Contractor's written agreement and if agreed, shall be subject to the terms of this Agreement and become a part of the Project. If You request a change, it is important that You make a timely request to permit such change to be scheduled and implemented with minimum interruption and cost. Any changes to the Project that are agreed upon by Owner and Contractor shall be contained in a written change order ("**Change Order**") signed by the parties. Any Change Order shall be deemed a part of this Agreement and incorporated herein by reference. You agree that the cost to complete the Project may increase due to: (a) changes to the Project requested by You and agreed upon by Contractor; (b) changes in applicable building codes after the date of commencement; and/or (c) concealed or unexpected conditions (including without limitation, the existence of mold, lead, asbestos, inadequate structural support, or damage to the existing structure including termites or rot) which could not be observed by Contractor prior to the commencement of the Project. If a concealed or unexpected condition is discovered, Contractor shall give notice to You, and Contractor will prepare a Change Order that will include an estimate of the anticipated increase in cost to complete the Project. Although not typical, upon notice Contractor may charge for out of pocket and other preparation costs for estimates should estimate requests become excessive and/or require additional engineering, plans, and/or specifications beyond our typical scope of work.

Notwithstanding any of the above, for any change in the Project performed by Contractor, Contractor shall be reimbursed for all labor and material expenses and a reasonable profit and overhead for any work performed on the Property In accordance with a written Change Order or, if no written Change Order, as invoiced.

3. CONCERNS INHERENT WITH REMODELING PROJECTS. You acknowledge and agree to the following:

A. Material matching and usage. Contractor will use reasonable efforts to match old and new materials and to repair damage to existing materials where the materials are joined. However, the point of connection or patched area may be detectable. Contractor shall have no liability or responsibility to make the old and new materials look identical or make the joint become imperceptible. Contractor is not responsible, and Owner holds Contractor harmless for irritants, vapors, odors, or fumes from any material and/or product used in the Project and for any claims regarding environmental, health, safety or other claims arising from Contractor's work on the Project.

B. Property Damage. Contractor will use reasonable efforts to minimize damage to existing improvements, including, without limitation, driveways, hardscaping, exterior lighting, sprinkler systems, lawns, plants, flowers, and any other existing improvements. Contractor shall not be responsible and shall not be held liable for cosmetic, incidental, or consequential damages to any of Your property, curbs, sidewalks, or any property which was not installed by Contractor. Contractor will repair damage related to interior sheetrock or exterior walls only as arising from activities of Contractor. You shall be responsible for removing or protecting personal property, furniture, landscaping, sprinkler systems, or other items in the vicinity of the Project. Contractor shall maintain liability insurance insuring Contractor for any damages to Your Property caused by Contractor or anyone on owner's premises at invitation of Contractor.

C. Assumption of Risk & Disturbance. During construction, the property may not be safe for non-construction personnel. You assume all risks for Yourself, your family members, invitees, agents, and guests, including without limitation, personal injury from, relating to or associated with, the Project or Contractor's performance, except for gross negligence or intentional willful injury. Loud noise, dust, dirt, and general commotion can be expected during construction. These conditions may exist from 7:00 AM to 7:00 PM Monday through Friday and from 9:00 AM to 7:00 PM on Saturday. You will be solely responsible for addressing any concerns of any owners' associations or adjacent/nearby residents.

D. On-Site Utilities. Unless otherwise agreed in writing, Contractor shall use the utility services (water, sewer, electricity) within the Project without charge to Contractor. At times during the Project, HVAC use may be required to acclimate materials (including flooring, cabinetry, and adhesives) for installation or to minimize temperature and humidity fluctuations which may impact installation, maintenance, or warranties.

E. Advertising. You authorize and grant Contractor permission to display its business sign (subject to applicable ordinances) in a place visible to the public until completion of the Project and to take pictures or videos before, during and after the Project for use in award submissions, advertising, promotional material, social media or displays. Contractor shall have all publication rights to photographs, videos, images, quotes, and other matters with regard to the Project.

F. Exclusions. Unless specifically included in the Specifications, the Project excludes: changing electrical service or repairing electrical equipment that is in violation of the applicable electrical or building codes, painting the interior and exterior of the existing residence, and the identification, detection, abatement, encapsulation, handling or removal of any hazardous materials or substances as defined by the EPA.

4. INSURANCE REQUIREMENTS/RISK OF LOSS. Contractor maintains workers compensation insurance and general liability insurance in accordance with state licensing laws. You are responsible for all other insurable risks, including, without limitation, property, casualty, and theft insurance in an amount necessary to cover the improvements to the Property and the contents of Your property. You bear the risk of loss for all materials incorporated into the structure or stored on the job site.

5. YOUR REPRESENTATIONS and RESPONSIBILITIES. You represent and warrant as follows:

A. Ownership. You represent and warrant that the persons identified as the Owner(s) are complete and accurate and represent the current ownership interest of the Property.

B. Access. You shall provide Contractor and all employees, subcontractors, and suppliers of Contractor with adequate access to the Project as required by Contractor to perform this Agreement.

C. Association Approval. You are responsible for obtaining all approvals required by any architectural control committee or property owners' association.

D. Survey, Permits, Easements and Zoning. You are responsible for obtaining any reasonably necessary boundary surveys, site plans, foundation surveys, or final surveys as may be required by local building officials or any committee or owners' association. You are responsible for securing and paying for any approvals, permits, easements, variances, zoning changes, modifications to restrictive covenants, or other similar matters as may be required by local building officials or any owner's association prior to commencement of the Project. Every project is permitted by Contractor with the local building authority, when required.

E. Hazardous Materials. You represent that You are not aware of any hazardous or toxic materials or substances, known pollutants or similar substances as defined by any government agency, including but not limited to, asbestos, polychlorinated biphenyl (PCB) and lead paint, to which Contractor or its workers and trades may be exposed during construction of the Project. In the event that Contractor encounters or believes it has encountered such substances, Contractor shall have the right notwithstanding any other provision of this Agreement, to stop work and remove workers from the area until the nature and remedy for such substances has been determined. If a testing or remedial plan satisfactory to Contractor cannot be agreed upon within a reasonable time, Contractor shall have the right to terminate this Agreement and be compensated for all time expended and materials provided under this Agreement. You indemnify and hold Contractor harmless to the fullest extent from any and all tests, costs, claims, damages, losses, and expenses, including but not limited to attorney's fees and litigation or arbitration expenses, arising out of the presence of or relating to any such substances.

6. SUBCONTRACTORS, EMPLOYEES & SUPPLIERS. Contractor is entitled to select the subcontractors, employees, and suppliers who will work on or provide materials for the Project.

Contractor shall be solely responsible for hiring, firing, and supervising personnel. You shall not give directions or orders to anyone other than Contractor or a designated supervisor. You shall not interfere with personnel and shall not negotiate with or retain any of Contractor's employees or subcontractors without Contractor's prior written consent. You agree to have no other construction work performed on the Project by any other person or entity until Contractor has completed the Project or this Agreement has been terminated. In the event You wrongfully terminate this Agreement or fail to make payment as required, You agree that You shall pay to Contractor its standard profit margin, plus all costs of collections and enforcement, for Your use of any tradesman or subcontractor that was used by Contractor in connection with the Project, if You use, hire or retain such tradesman or subcontractor within two (2) years after the completion or termination of the Project

7. LICENSING. Contractor is a construction company that is licensed by the state of Georgia through Contractor's duly authorized representative ("Qualifying Agent"). In the event of the death or loss of affiliation between Qualifying Agent and Contractor, Contractor shall seek a new Qualifying Agent. If the work to be performed by Contractor under this Agreement has not been completed, Contractor may cease to perform work under this Agreement for such period as may be required to resolve the matter, and such cessation will be considered to be an extension of time under this Agreement and Contractor shall not be liable for any delay. Cessation pursuant to this provision shall not be considered abandonment. Contractor will use commercially reasonable efforts to obtain a new Qualifying Agent or a temporary license if applicable, in order to complete the Project. In the event that Contractor has not obtained a new Qualifying Agent or temporary license within 180 days of the cessation of work, either Contractor or You may terminate this Agreement in writing and Contractor will be paid for time and materials through date of termination.

8. DEFAULT. Contractor shall be in default under this Agreement if Contractor shall abandon work on the Project or, after written notice by You and twenty (20) day opportunity to cure, otherwise refuses to carry out its obligations under this Agreement (unless such abandonment or refusal is based upon Your default). Contractor shall be deemed to have abandoned work if Contractor shall fail to perform any work on the Project for twenty-one (21) consecutive days unless such failure is the result of any force majeure or otherwise excused by this Agreement. You shall be in default under this Agreement if You shall refuse to permit Contractor to complete performance, shall fail to pay any amounts when due, or otherwise refuse to carry out Your obligations under this Agreement. Upon Your default, Contractor may, without terminating this Agreement, suspend all work on the Project. In the event of termination of this Agreement by You as a result of default by Contractor, You shall pay Contractor (1) the amounts due at the time based on the payment schedule for the work completed (including anticipated profit prorated for the work completed); (2) any amounts due in any Change Order; and (3) all expenses incurred by Contractor in connection with the Project that are not otherwise covered under this subparagraph. In the event of termination of this Agreement by Contractor as a result or Your default or otherwise, you shall pay to Contractor all of the amounts to be paid to Contractor as set forth in the preceding sentence, plus any profit Contractor would have earned under the Agreement in the absence of such default.

9. NOTICE REGARDING DEFECTIVE CONSTRUCTION AND REPAIRS: REQUIRED STATE LAW DISCLOSURES REGARDING CONSTRUCTION DEFECTS.

GEORGIA LAW, O.C.G.A. §8-2-35, et. seq. ("THE GEORGIA RIGHT TO REPAIR ACT") CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY

DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

10. DISPUTE RESOLUTION PROVISIONS

A. Should Owner make any claims or have any dispute with the Contractor pursuant to this Agreement, arising out of the construction of the Property herein or concerning the Property, including but not limited to, breach of Agreement, breach of warranty, negligence, violation of government codes, fraud, rescission, specific performance and/or any other controversy, Contractor shall have the absolute right but not the obligation to choose any of the following options to remedy the issue within a reasonable time prior to the claim being submitted for Binding Arbitration:

(i) repair any disputed claim or work within a reasonable time after receiving written notice of the issue; or,

(ii) Compromise and settle the claim by monetary payment or a combination of repair, compromise and/or settlement with Owner; or

B. IF CONTRACTOR DOES NOT CHOOSE OPTION 9.A (i) or (ii), OR IF OWNER REJECTS CONTRACTOR'S OFFER UNDER 9.A. (ii) AND THE PARTIES ARE UNABLE TO RESOLVE THE DISPUTE AFTER FULLY COMPLYING WITH THE GEORGIA RIGHT TO REPAIR ACT (O.C.G.A. § 18-2-35 *et seq.*), THE PARTIES SHALL SUBMIT THE DISPUTE TO BINDING ARBITRATION ACCORDING TO THE TERMS SET FORTH HEREIN:

THE ARBITRATOR SHALL BE SELECTED PURSUANT TO THE PROCEDURES AND GUIDELINES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, ANY ARBITRATOR SO SELECTED SHALL BE EXPERIENCED WITH RESIDENTIAL REAL ESTATE DEVELOPMENT AND CONSTRUCTION. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, AT SUCH PLACE AND ON SUCH DATES AS DIRECTED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO GRANT REASONABLE DISCOVERY RIGHTS TO THE PARTIES. UPON REQUEST OF EITHER PARTY, THE ARBITRATOR SHALL ISSUE WRITTEN FINDINGS AND CONCLUSIONS. THE DECISION OF THE ARBITRATOR SHALL BE BINDING ON BOTH PARTIES AND ENFORCEABLE IN A COURT OF COMPETENT JURISDICTION. IF OWNER REFUSES TO SUBMIT ANY DISPUTE FOR RESOLUTION BY ARBITRATION AFTER RECEIPT OF NOTICE FROM CONTRACTOR, AND CONTRACTOR IS REQUIRED TO SEEK TO ENFORCE THIS AGREEMENT AFTER RECEIPT OF NOTICE FROM CONTRACTOR, AND CONTRACTOR IS REQUIRED TO SEEK TO ENFORCE THIS AGREEMENT TO ARBITRATE, THEN OWNER SHALL BE LIABLE FOR THE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED BY CONTRACTOR IN ENFORCING THIS AGREEMENT TO ARBITRATE. NO ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL INCLUDE, BY CONSOLIDATION OR ANY OTHER MANNER, PARTIES OTHER THAN OWNER, CONTRACTOR, AND CONTRACTOR'S

CONTRACTORS; PROVIDED THAT ANY OF CONTRACTOR'S CONTRACTORS MAY ONLY BE JOINED WITH THE WRITTEN CONSENT OF THE CONTRACTOR. THIS ARBITRATION CLAUSE HAS BEEN INITIALED BY OWNER AND CONTRACTOR AT THE TIME OF EXECUTION OF THIS AGREEMENT PURSUANT TO GEORGIA CODE § 9-9-1 *et seq.*, SPECIFICALLY SECTION 9-9-2 (AS AMENDED). AS EVIDENCED BY OWNER'S INITIALS APPEARING IN THE SPACE BELOW, OWNER CERTIFIES THAT OWNER HAS READ AND UNDERSTANDS THIS SECTION IN ITS ENTIRETY, AND THAT OWNER UNDERSTANDS AND AGREES THAT, AS AN INDUCEMENT TO CONTRACTOR TO ENTER INTO THIS AGREEMENT AND OWNER ACCEPTING THE BENEFITS HEREOF, OWNER HAS KNOWINGLY AND WILLINGLY LIMITED ITS REMEDIES FOR BREACH OF THIS AGREEMENT BY CONTRACTOR TO THE TERMS, CONDITIONS AND OTHER PROVISIONS EXPRESSLY SET FORTH IN THIS SECTION.

OWNER INITIALS: _____

CONTRACTOR INITIALS: _____

C. TIME LIMITS FOR ASSERTING DISPUTES. Except as may be specifically provided otherwise by law, in no event shall any Dispute (other than for non-payment of an amount due Contractor) be asserted more than one (1) year after Project completion, or six (6) months after the end of any warranty period if the Dispute relates to a warranty matter.

11. MISCELLANEOUS PROVISIONS

A. PHOTOS: You grant to Contractor the right to use, publish and/or copyright photographic, reproduction and digital likeness of the Property for advertisement, publicity, or any other reasonable commercial purpose whatsoever.

B. SURVIVAL. This Agreement shall be binding upon, and shall benefit, Contractor and Owner and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns.

C. SEVERABILITY. If any provision of this Agreement is determined to be invalid under applicable law, such provision shall be severable from each and every other provision but shall not invalidate the remainder of the provisions of this Agreement which shall remain valid and enforceable.

D. NO ORAL AGREEMENTS. Owner acknowledges that the only agreement between Contractor and Owner is specifically written in this Agreement. There are no other agreements or understandings. Any amendments or modification to this Agreement may only occur in writing signed by Owner and Contractor.

E. TIME OF ESSENCE. Time is of the essence of this Agreement and in all aspects of this Agreement.

F. CONSTRUCTION; BUSINESS DAYS. Any rule of construction that a document should be most strictly construed against the party that drafted the document shall not be applied to the interpretation of this Agreement. If any date, time period or deadline in this Agreement falls on a Saturday, Sunday, or legal holiday, then such last day shall be extended to the next succeeding business day.

G. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the state of Georgia.

H. **LEGAL CONSEQUENCES.** This Agreement has legal consequences. If Owner does not understand any provision of this Agreement, Contractor encourages Owner to consult an attorney. This Agreement shall become binding and enforceable upon the signature of both Owner and Contractor.

I. **NOTICE.** All notice required under this Agreement shall be in writing to the address (whether a physical address or electronic mail address) herein provided and delivered by one of the following methods: (1) in person; (2) by overnight delivery service prepaid; or (3) by electronic mail when directed to the electronic mail address provided by Contractor and Owner below. Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, or, if electronically mailed, on the date said electronic mail was directed to the addressee.

12. EXHIBITS, AMENDMENTS. Any and all exhibits, amendments, change orders and/or riders to this Agreement shall be in writing and signed by the parties, and shall be deemed a part of this Agreement upon signature. The exhibits to this Agreement are as follows:

Exhibit A: Cost Estimate

Exhibit B: Floor Plan

Having read this Agreement, we certify that we fully understand it and agree to be bound by its terms.

CITY OF HOLLY SPRINGS

P.O. Box 990
Holly Springs, GA 30142

Steven W. Miller, Mayor

Signature

Karen Norred, City Clerk

Attest

DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS

P.O. Box 990
Holly Springs, GA 30142

Ollie Evans, Chairman

Signature

Andrea Johnston, Secretary

Attest

STONECREST HOMES GA, LLC

Charles D. Heiser, Jr., Manager
Stonecrest Homes GA, LLC
625 West Crossville Road, Suite 204
Roswell, GA 30075
678-426-5300 office
678-426-5307 fax
314-303-4994 cell
cheiserjr@stonecresthomesga.com

Revised: 06/02/2023

City of Holly Springs - Train Depot Windows & Doors

164 Hickory Rd

Holly Springs, GA 30115

		Train Depot				Total
Activity		Windows & Doors	Draw 1	Draw 2	Draw 3	Actual
Dumpster	Double D	\$ 400				\$ -
Demo	BV Lumber	\$ 2,500				\$ -
Siding Repairs	Accurite	\$ 2,500				\$ -
Framing	BV Lumber	\$ 2,750				\$ -
Windows & Doors	BV Lumber	\$ 24,950				\$ -
Windows & Doors Install	On the Level	\$ 2,250				\$ -
Paint Exterior	Accurite	\$ 8,000				\$ -
Variance @ 5%	TBD	\$ 2,168				\$ -
Super, OH & Profit @ 20% GM of Cost	SHA	\$ 11,379				\$ -
Total Job Cost		\$ 56,897	\$ -	\$ -	\$ -	\$ -

TRAIN DEPOT |



AS - BUILT
FRONT ELEVATION
SCALE 1/4" = 1'-0"

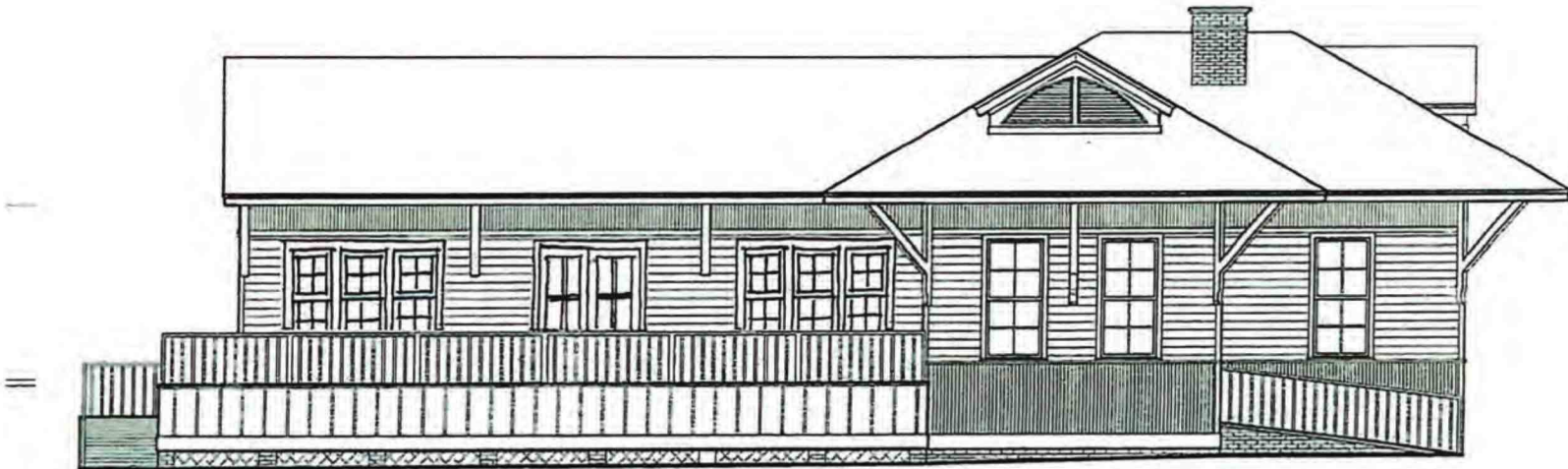
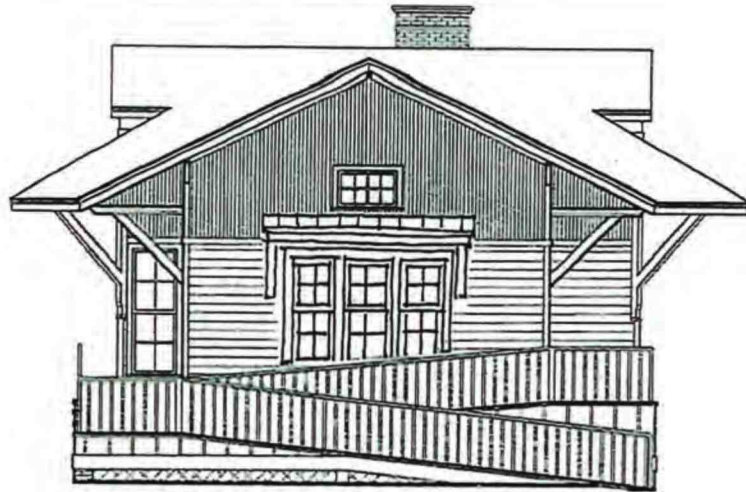


EXHIBIT B

TRAIN DEPOT |



AS - BUILT
REAR ELEVATION
1
A3 SCALE 1/4" = 1'-0"



EXHIBIT B



Mayor
Steven W. Miller

Council Members
Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael Roy Zenchuk II

City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Manager
Robert Logan

City Clerk
Karen Norred

June 7, 2023

Cindy Treadway
Project Manager II
State Road & Tollway Authority
245 Peachtree Center Ave NE #2200
Atlanta, GA 30303

RE: Holly Springs Parkway Widening Phase II

Dear Ms. Treadway:

The Holly Springs Parkway Widening Phase II project is currently under construction; however, the project has experienced delays due to right-of-way acquisitions and utility issues, i.e. Georgia Power and Atlanta Gas and Light. Due to these delays, the City will not be able to meet the spend down date of August 12, 2023 and is requesting an amendment to extend the spend down date. The project is estimated, at this time, to be completed by April 30, 2024.

The City appreciates your consideration of this request for an extension to the loan agreement. If you need further information, please do not hesitate to contact me at 770-345-5536.

Sincerely,

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs

WS Agenda Item III-D

FIRST AMENDMENT
To
Loan Agreement
Between
Georgia Transportation Infrastructure Bank,
By And Through The State Road And Tollway Authority
And
City of Holly Springs
(Holly Springs Parkway Widening Phase II)

This First Amendment ("First Amendment") to the Loan Agreement for the Holly Springs Parkway Widening Phase II is effective as of June 7, 2023 ("First Amendment Effective Date"), and is by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("SRTA") and the City of Holly Springs. SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as the "GTIB." The City of Holly Springs shall be referred to as the "Recipient." The GTIB and Recipient may be collectively referred to as the "Parties."

WHEREAS, the GTIB and Recipient entered into the Loan Agreement for the Remington Avenue Streetscape Improvements, dated August 12, 2020 (the "Agreement"), wherein the GTIB agreed to award a Loan in the Loan Amount to Recipient pursuant to the terms and conditions of the Agreement; and

WHEREAS, the Parties would like to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Any capitalized term not specifically defined in this First Amendment will have the same meaning assigned in the Agreement to that term.
2. The Project spend down Expiration Date is hereby extended by two (2) years until August 12, 2025.
3. All other terms and conditions of the Agreement, as may have been previously amended and which are not expressly modified by this First Amendment, shall be given full force and effect.

The Parties have signed, sealed, and delivered this First Amendment as of the First Amendment Effective Date.

State Road and Tollway Authority

Attest:

By: _____
Jannine Miller
Executive Director

Merryl S. Mandus
General Counsel

City of Holly Springs (SEAL)

By: _____
Name: STEVEN W. MILLER
Title: Mayor

DocuSigned by:

Name: Karen Norred
Title: City Clerk/HR Director

GTIB: City of Holly Springs - Holly Springs Parkway Widening Phase II

Background:

- Effective Date: Loan - 8/12/20
- Current Spend Down Date: Loan - 8/12/23
- Total Award: Grant \$3,500,000 (Construction Phase)
- Draw Downs to Date: Draw 1 = \$35,000; Draw #2 = \$143,887.19

Amendment Requested by Awardee:

The City of Holly Springs requests a two-year extension to the spend-down date (aka contract expiration date). The new spend down date would be August 12, 2025 (loan).

Rationale for Amendment:

The project is delayed due to right-of-way closings taking longer than expected. Also, the project has experienced utility delays, i.e. GA Power and AGL. The notice-to-proceed was issued on October 10, 2022. The project is currently under construction. The overall project is estimated to be completed by April 30, 2024. The worst-case scenario for drawing down all GTIB awarded funds is June 2024.

Staff Recommendation:

Staff recommends approval of this amendment at the Executive Director's earliest convenience.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Maintenance Bonds—Advance Auto

DATE: June 13, 2023

COUNCIL MEETING DATE: June 19, 2023

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision	Bond Type	Number	Amount
Advance Auto	Maintenance-Stormwater System	3460964	\$33,500.00
Advance Auto	Maintenance-Landscaping	3460966	\$8,500.00

The City Engineer City Arborist have inspected this development and approved the release of the bonds.

CONCURRENCES

City Engineer/City Arborist

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

N/A

HOLLY SPRINGS POLICE DEPARTMENT
OPERATIONS MANUAL

12.7 TAKE HOME VEHICLE PROGRAM

EFFECTIVE DATE: June 1, 1995
REVIEW DATE: January 25, 2023
CHIEF OF POLICE: Tommy Keheley

REVISED DATE: January 25, 2023

I. PURPOSE

~~The purpose of this policy is to~~ set forth guidelines ~~as pertaining~~ to the use of city vehicles which are assigned to agency personnel.

II. POLICY

The take home vehicle program is designed to provide expeditious service to the community, increase police visibility, reduce per-vehicle operating costs, and extend vehicle longevity. It is the policy of this Agency to enact this program to enhance police services, reduce and prevent crime, and be visible in the City of Holly Springs. The provisions of this policy apply to all employees assigned a take home vehicle. Vehicles are assigned to personnel to satisfy operational requirements.

III. PROCEDURES

A. ASSIGNMENT

1. The Chief of Police, at his discretion, may authorize an assigned vehicle when doing so contributes to the Agency's mission provided enough vehicles are available.
2. Assigned vehicles may be marked or unmarked, as required by the officer's assigned duty position.
3. Assigned vehicles may be recalled by the Chief of Police or his designee due to an economic or operation issue.

B. INSPECTIONS AND MAINTENANCE

1. Overseeing the care and maintenance of the assigned vehicle shall be the responsibility of the assigned officer. Daily responsibilities include:
 - a. Inspection of vehicle to ensure operability of standard and emergency equipment such as emergency lighting, audible warning device, mobile radio, radar, and in-car video equipment. The officer shall note any malfunctions on his/her Daily

Activity Report and complete a Vehicle Service Request, forwarding such request to the Fleet Maintenance **Sergeant Manager** for review and schedule repair.

1. A monthly inspection report will be performed by the officer's immediate supervisor, who will inspect the vehicle to ensure that all equipment is properly functioning and well-maintained. This inspection will be documented on a vehicle inspection form and given to the Fleet Maintenance **Sergeant Manager**. This report will be due by the 10th day of each month.
2. Any missing equipment will be documented on a vehicle inspection form and reported as soon as possible to the Fleet Maintenance **Sergeant Manager**.
3. Damage to or accidents involving Agency vehicles will be reported to the on-duty supervisor immediately. The officer and supervisor will complete an incident report detailing the circumstances of the damage or accident and submit the report to the Fleet Maintenance **Sergeant Manager**, and Division Commander prior to the end of their tour of duty. The Division Commander will provide a copy of the report to the Deputy Chief of Police.
4. Preventative maintenance such as oil changes, inspection of fluid levels, inspection of belts and hoses, and tire rotations should be completed at the approved maintenance facility in accordance with manufacturer specifications.
5. All major repairs shall be pre-approved and authorized by the Fleet Maintenance **Sergeant Manager**. Unauthorized repairs will be charged to the officer and the officer may be subject to disciplinary action.
6. Vehicles left at a repair facility must be cleared of any portable department issued items such as weapons, portable radios, vests, computers, and other items of equipment.
7. Arrangements will be made by the Fleet Maintenance **Sergeant Manager** to have department vehicles dropped off and/or picked up for repairs and/or scheduled maintenance for officers that are unable to do so while on duty. Assigned vehicles needing service will be left at Headquarters. A completed vehicle service request form must be placed in the Fleet Maintenance **Sergeant's Manager's** mailbox to ensure maintenance is completed in a timely manner.
8. The vehicle's interior and exterior shall be kept clean at all times. Personnel shall maintain the cleanliness of the vehicle while on duty.
9. Alterations to the vehicle (exterior or interior) i.e. additional equipment, window tinting, decals or lettering, must be approved by the Chief of Police in advance.

C. PROHIBITED ACTS

1. No alcoholic beverages, narcotic substances, or other contraband are permitted to be in a city owned vehicle unless it is considered to be evidence or has been confiscated. When confiscated in the line of duty, such contraband must be properly placed into evidence control as soon as reasonably possible. No contraband may remain in the

possession of an officer beyond the end of his tour of duty. Legally prescribed medications to an officer, by a licensed physician, are permitted after proper notification of the Division Commander.

2. Officers are prohibited from operating a department vehicle while impaired by any substance or condition. An officer may not operate any department owned/leased vehicle after consuming any illegal drugs or alcohol.
3. Employees using assigned vehicles are prohibited from patronizing any establishment that may promote public criticism or be morally questionable unless necessary for investigative purposes. Such establishments include, but are not limited to, adult entertainment venues, bars, liquor stores and/or adult novelty stores.
4. Non-Agency personnel shall not operate assigned agency vehicles.
5. Assigned vehicles will not be used to attend part-time or regular off-duty employment without the prior approval of the Chief of Police, or ~~their~~ his/her designee.
6. No City owned or leased vehicle will be driven while on light duty unless approved by the Chief of Police or his/her designee.

D. OPERATION OF TAKE HOME VEHICLE, REQUIRED ACTIONS AND PERMITTED USE

1. ~~An assigned vehicle is a privilege, not an entitlement.~~ General inquires by a civilian and situations that require official law enforcement action may interrupt an officer while off-duty. Officers shall respond appropriately, conduct themselves professionally and courteously at all times and ensure the interest of the general public is served.
2. Officers will be appropriately dressed while operating their assigned vehicle; tank tops, unkempt clothing, bathing suits, flip flops and similar informal clothing are expressly prohibited. Officers should wear attire that will allow for appropriate law enforcement response when warranted.
3. Employees operating their assigned vehicle will abide by all applicable laws and ordinances.
4. Vehicles shall be legally parked when left unattended unless the operator is responding to an emergency situation.
5. Officers are permitted to drive their vehicles to and from work, on official City business, and to attend City events and approved off-duty details such as; to present a course of instruction, conduct training, give a presentation on police-related topics to civic organizations, other law enforcement agencies or schools, and colleges or universities. Assigned vehicles may not be used for personal business once the officer has arrived home until travel is required to his/her duty assignment.
6. Officers operating an assigned vehicle shall at all times have in their possession an authorized weapon(s), handcuffs, protective vest, and police credentials.

7. The in-car video recording system (Uniform Patrol Vehicles) will be active at all times when the vehicle is being driven.
8. Officers shall monitor the primary Agency radio frequency while traveling in the vehicle on or off-duty. Officers are required to acknowledge and respond to calls for service when it is evident that by proximity, they may render public safety services until appropriately relieved.
 - a. Officers stopping to assist on calls while off-duty shall summon on-duty personnel from the appropriate jurisdiction and remain on scene until such time they may transition responsibility to said responding agency.
 - b. If unable to stop and assist due to exigent circumstances such as responding to an emergency call, officers will notify dispatch of the location and nature of the incident.
9. Officer's assigned take-home vehicles shall not drive vehicles more than 35 miles from driveway of police headquarters.

Exceptions shall be:

- K-9 Officer(s)
- SWAT Officers
- Detectives

E. VEHICLE SECURITY

1. Unattended vehicles shall be locked if not in use.
2. Officers will be responsible for securing their assigned vehicle to prevent theft of the vehicle or loss of equipment contained therein.
3. Any loss or damage incurred as the result of the officer failing to properly secure the vehicle will result in an administrative inquiry, potential disciplinary action and the officer being required to reimburse the City for any costs associated with the loss or damage sustained.

F. OCCUPANTS IN VEHICLE

1. All occupants shall wear passenger restraint devices while the vehicle is in motion. Child Passenger Safety Laws (OCGA§ 40-8-76) must be followed when transporting children.
2. Only City employees, prisoners in custody, authorized passengers or those with prior approval by the Chief of Police or his designee will be permitted in assigned vehicles.

3. If a civilian is a passenger when responding to an incident or criminal activity is observed that may jeopardize the safety of the passenger, the passenger shall be discharged at a safe location or secured in the vehicle upon arrival at the scene. The officer will immediately notify the supervisor of the status of the passenger. The supervisor shall coordinate retrieval of the passenger as soon as practical.

G. EXTENDED LEAVE

1. Officers on leave more than 24 hours and/or out of town will be required to park Agency vehicles at Headquarters and secure. Any exception must be approved by the Chief of Police or ~~their~~ his/her designee.

H. VIOLATION OF POLICY

An assigned vehicle is a privilege, not an entitlement. An assigned vehicle is not considered part of compensation. A violation of this policy found to be intentional or suggestive of obvious negligence will be ~~deferred~~ referred for appropriate administrative inquiry and sanction. Less severe violations may result in the loss of the privilege, in addition to discipline as imposed by the Division Commander or Chief of Police, who retains sole authority to assign, deny, suspend, or revoke the privilege.

HOLLY SPRINGS POLICE DEPARTMENT
OPERATIONS MANUAL

16.8 BIAS~~ED~~ - BASED ~~PROFILING~~ POLICING

EFFECTIVE DATE: June 1, 1996
REVIEW DATE: January 25, 2023
CHIEF OF POLICE: Tommy Keheley

REVISED DATE: January 30, 2023

I. PURPOSE

To establish~~es~~ a standard operating procedure which prohibits bias-based policing and emphasizes this agency's commitment to fair and bias-free treatment of all people.

To outline the circumstances in which agency personnel may consider specified characteristics when carrying out his/her duties. ~~prohibiting Biased-Based profiling.~~

II. POLICY

It is the policy of this agency that the practice of Biased~~ed~~-Based (~~racial, ethnic, gender, religious or sexual orientation~~) ~~Profiling, Policing, as defined in this policy, by its officers~~ is strictly prohibited. It is further our policy to patrol in a proactive manner, to aggressively investigate suspicious persons and circumstances, and to ~~actively and equally enforce the law~~ enforce the law and/or provide police services in an impartial, bias-free, and objective manner in accordance with all applicable statutes. Citizens will only be stopped or detained when there exists reasonable suspicion to believe they have committed, are committing, or are about to commit an infraction of law. Officers shall focus on the individual's actions, conduct and behavior, and/or specific suspect ~~information~~ description(s).

III. DEFINITIONS

- A. BIASED BASED POLICING: Discrimination in the performance of law enforcement duties or delivery of police services based on personal prejudices or partiality of agency personnel toward classes of people based on specified characteristics rather than the behavior of the individual. Bias-based Policing ~~profiling~~ does not include circumstances where the officer has information that includes a description of the suspect's real or perceived specified characteristics.
- B. SPECIFIED CHARACTERISTICS: Real or perceived personal characteristics, to include but not limited to race, ethnic background, national origin, immigration status, gender, gender identity/expression, sexual orientation, religion, socioeconomic status, age, disability, or political affiliation.

IV. PROCEDURES REGULATIONS

~~This agency defines racial and ethnic profiling as any law enforcement initiated action that relies upon the race or ethnicity of an individual rather than the behavior of the individual. Racial profiling does not include circumstances where the officer has information that includes the racial or ethnic descriptor concerning the suspect or specific crime where that information is reliable and is likely to lead to the discovery of that individual.~~

- A. All officers of this agency shall exercise their enforcement powers in a manner that does not unlawfully discriminate against individuals based on ~~specified characteristics race or ethnicity~~.
- B. No officer of this agency shall endorse or act upon stereotypes, attitudes, or beliefs that a person's ~~specified characteristics race or ethnicity~~ increases the possibility that that person will act unlawfully.
- C. Officers of this agency may consider ~~specified characteristics race or ethnicity~~ in deciding to take law enforcement action only when the officer possesses specific knowledge or information that is reliable and likely to lead to the discovery of that information.
- D. This agency shall provide training to all officers to provide guidance regarding the consideration of ~~specified characteristics race or ethnicity~~ in the agency's law enforcement activities.
- E. This agency shall conduct annual training and reviews of officer conduct regarding compliance to this policy. Consistent with any complaint or police misconduct, this agency will investigate any complaints of non-compliance with this policy in accordance with Chapters 5 and 6 of the SOP.
- F. This agency shall conduct an annual review of officer conduct to ensure compliance with this policy. Consistent with any complaint of police misconduct, this agency will contact the reporting citizen alleging a violation of this policy and advise them of the disposition and departmental action taken by the agency regarding their complaint of ~~bias-based policing biased-based profiling. (Standard 1.8)~~
- G. Members of the agency found to be in violation of this policy will be subject to disciplinary action administered in accordance with Chapter 5 of the SOP.

V. INTERVENTION

- A. ~~Where appropriate, agency personnel are encouraged to intervene at the time the biased policing incident occurs. Agency personnel who witness or who are aware of instances of biased policing shall report the incident to a supervisor.~~
- B. Supervisors shall:
 - 1. ~~Ensure that all agency personnel in their command are familiar with the content of this policy and shall be alert and respond to indications that biased policing is occurring.~~

2. Respond to violations of this policy with training, counseling, discipline, or other remedial intervention as appropriate to the violation.
 3. Ensure that those who report instances of biased policing are not subject to retaliation.
- C. Information on bias-based policing complaints and any additional relevant information shall be provided to the Chief of Police or his/her designee in a manner most suitable for administrative review, problem assessment and development of appropriate officer-level and/or agency-level corrective actions. At least once annually, a summary of bias-based policing complaints should be provided to the Chief of Police or his/her designee.

HOLLY SPRINGS POLICE DEPARTMENT
OPERATIONS MANUAL

17.2 FOLLOW UP INVESTIGATIONS

EFFECTIVE DATE: June 8, 2000
REVIEW DATE: **January 25, 2023**
CHIEF OF POLICE: Tommy Keheley

REVISED DATE: **January 25, 2023**

I. PURPOSE

To establish the procedures for conducting a follow up investigation.

II. POLICY

The follow-up investigation is an extension of the activities of the preliminary and immediate investigation; not a repetition of it. The purpose of the follow-up investigation is to build upon available evidence and information to prove the elements of a particular crime. This follow-up investigation can then lead to the arrest and successful prosecution of the perpetrator(s) and/or recovery of stolen property.

Follow-up investigations of incidents will be the primary responsibility of the Criminal Investigation Division (CID). However, patrol officers who acquire additional information on incidents should complete a supplemental report or forward the information to CID. CID will further have the authority to reassign certain cases to UPD personnel for follow-up.

III. PROCEDURES

A. NOTIFICATION OF CRIMINAL INVESTIGATIONS DIVISION

1. The following incidents require immediate notification of investigative personnel by the uniform patrol supervisor:
 - a. All death investigations
 - b. Armed robbery
 - c. Rape, and any type of sexual assault allegations
 - d. Aggravated assault
 - e. Kidnapping
 - f. Child Molestation or visible physical abuse or neglect

- g. Any incident where the on-duty Watch commander requires the assistance of an Investigator to accomplish tasks beyond the capabilities of available personnel.

B. NON-CRIMINAL CASES

The basic function of the follow-up investigation in a non-criminal case can include, but is not limited to:

1. Interviewing complainants and witnesses;
2. Locating missing persons;
3. Determining if information or suspicious activity may/does relate to criminal activity;
4. Distributing information to the proper persons or agencies;
5. Locating lost property and returning it to the owner;
6. Investigating deaths, overdoses, suspicious circumstances and injuries to determine if a crime was committed;
7. Making necessary notification, conducting necessary inspections; and
8. Recording information obtained.

C. CRIMINAL CASES

1. The basic function of the follow-up investigation in a criminal case can include, but is not limited to:
 - a. Reviewing and analyzing reports of preliminary investigations;
 - b. Recording information obtained during follow-up investigations;
 - c. Reviewing records for investigative leads;
 - d. Seeking additional information (uniform officers, informants, etc.);
 - e. Interviewing victims, witnesses, and suspects;
 - f. Arranging for the dissemination of information as appropriate (roll call, teletype, lookouts);
 - g. Planning, organizing and conducting searches;
 - h. Collecting physical evidence;
 - i. Recovering stolen property;

- j. Arranging for the analysis and evaluation of evidence;
 - k. Reviewing results from laboratory examinations;
 - l. Identifying and apprehending the perpetrator;
 - m. Checking for suspect's criminal history;
 - n. Determining if the suspect may have committed other crimes;
 - o. Consulting with the appropriate prosecutor's office in preparing cases for court;
 - p. Attending all court proceedings as required.
 - q. Scheduling line-ups, interviews, and other required appearances at the convenience of the victim/witness and, at the option of the agency, providing transportation if feasible: and
 - r. Returning promptly victim/witness property taken as evidence (except for contraband, disputed property, and weapons used in the course of the crime), where permitted by law or rules of evidence, if feasible.
- 2. A CID supervisor will assign the detective/officer to respond to any crime, especially for crimes in which they have primary responsibility for the follow-up investigation, to assist the Uniform Patrol Division. Any detective in the vicinity of, or available for an in-progress call, will respond to the scene and offer appropriate assistance making certain that his/her identity and presence is made known to other officers responding to the scene.
 - 3. The appropriate incident report forms will be completed in detail by the officer and submitted to their immediate supervisor for approval. There must be a police incident report made for any case in which there has been a criminal arrest.
 - 4. The original incident report and all supplemental reports will then be forwarded to CID for the follow up investigation.
 - 5. CID will submit their reports to the appropriate supervisor.
 - 6. All reports will then be maintained in a CID case file – a file created by the CID supervisor and issued to the assigned Detective. The CID case file will contain all information related to the incident including all UPD and CID notes, copies of evidence submission forms, video/audio recordings of interviews and/or interrogations, crime lab reports, and any other information collected in the course of the follow up investigation.
 - 7. Completed case files shall be forwarded to the Records Section for maintenance. Detectives may retain case files on incidents that are scheduled for prosecution. Once a disposition is received, Detectives must forward the case file to the Records Section.
 - 8. The victim(s) or complainant(s) will be contacted within a reasonable amount of time following receipt by the detective to whom the case is assigned. The contact may be

made in person, by telephone, or by letter and the contact will be recorded in the investigative summary. It is the responsibility of the detective assigned to the case to contact the victim(s) or complainant(s) involved in the case and inform them:

- a. If an arrest has been made in the case; or
- b. If lost or stolen property is recovered and how to claim it.

D. EXCULPATORY EVIDENCE

It is the policy of this agency to seek the truth in all investigations. All evidence should be considered when investigating a case, and the exclusion of exculpatory evidence is not condoned. Seeking truth in justice shall always be the aim of the agency in its investigations, as failure to do so could undermine public confidence in the agency and the criminal justice system. Accordingly, the following will be followed regarding the discovery of exculpatory evidence.

1. During the Investigation

During the course of an active investigation, investigating officers shall document all evidence related to the case, inculpatory and exculpatory, in seeing the truth concerning a reported crime. Should a member of the agency become aware of exculpatory evidence in a case currently under investigation by an officer or detective, both the investigating officer and their immediate supervisor will be made aware of the evidence. Such evidence will be documented in the case management system.

2. Post-Arrest

In the event exculpatory evidence is uncovered after an arrest has been made in a case, the investigating officer and their immediate supervisor shall be made aware of the evidence. The evidence will be documented, and a supplemental report will be filed. The supervisor, upon reviewing the evidence will determine if the case should be assigned to a different investigator for further work. The supervisor shall ensure the information is transmitted to the proper prosecuting authority. All actions taken and notifications made regarding the exculpatory evidence will be logged into the case management system.

3. Post-Conviction

Exculpatory evidence that comes to the attention of the agency after a conviction has been entered on a case is of paramount importance to the agency. Should any member of the agency become aware of exculpatory evidence in a case that has already been prosecuted, it will be the duty of that officer to report the exculpatory evidence to the immediate supervisor of the investigating officer without delay. If the investigating officer is no longer employed by this agency, exculpatory evidence will be reported to the Criminal Investigations Division Commander.

The supervisor or Division commander will document the receipt of the information and shall inform the prosecuting authority without delay of the information. The agency will work in concert with the prosecuting authority in investigating the new evidence or

information. The supervisor shall assign an investigator to the case who was not involved in the initial investigation or prosecution of the case to work with the prosecutor on investigating the new evidence. All information concerning exculpatory evidence and actions taken thereon shall be documented in the case management system.

Such items to be documented in the case management system shall include, but not be limited to the following:

- a. Description of the evidence and when and how it was obtained;
- b. Notification to the prosecuting authority; and
- c. Follow-up investigation.

**City of Holly Springs
City Council Work Session Meeting Minutes
May 1, 2023**

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Chief Building Official Jonathan Page, and Stormwater Inspector Justin Dupree.

I. Call to Order

Mayor Miller called the Work Session to order.

II. Pledge of Allegiance

Mayor Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro Tem Zenchuk gave the invocation.

IV. Special Presentations

Mayor Miller presented a Building Safety Month Proclamation to City of Holly Springs Chief Building Official Jonathan Page.

V. Public Comments

Mr. Al Clary spoke concerning the rezoning request MA-07-2023 and thanked everyone for working with them on this project.

Ms. Teresa Hayes spoke concerning the annexation request A-03-2023 and stated everyone is in favor of the neighborhood and asked for City Council to consider approval.

VI. Unfinished Business

1. Discussed A-03-2023, annexation of 16.51 +/- acres and MA-04-2023, rezoning of 22.87 +/- acres located off of Hickory Flat Highway, Holly Springs, Georgia.

VII. New Business

1. Discussed A-04-2023, annexation of 0.60 +/- acres and MA-06-2023, rezoning of 0.60 +/- acres located off of East Rope Mill Lane, Holly Springs, Georgia.

2. Discussed MA-07-2023, rezoning of 20.10 +/- acres and CUP-03-2023, conditional use permit for a self-storage establishment for property located off of East Cherokee Drive, Holly Springs, Georgia.
3. Discussed D-01-2023, deannexation of 1.71 +/- acres located off of Peardon Court, Holly Springs, Georgia.
4. Discussed the Pollution Liability line of coverage with Georgia Interlocal Risk Management Agency.
5. Discussed the Municipal Workforce AD&D line of coverage with CV Starr.
6. Discussed the Off-Duty Liability line of coverage with Lexington Insurance Company.
7. Discussed the Excess Crime line of coverage with Hanover Insurance.
8. Discussed the Excess Cyber Liability line of coverage with Berkley Insurance.
9. Discussed the Terrorism & Sabotage line of coverage with Hiscox.
10. Discussed a resolution declaring certain property as surplus and authorizing its sale or disposal.
11. Discussed an ordinance to amend the Code of the City of Holly Springs, Georgia, to amend Chapter 66, Article IV, Section 66-121, and Section 66-124.
12. Discussed the Professional Services Agreement Addendum No. 9 with Southeastern Engineering, Inc.

VIII. Adjournment

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

**City of Holly Springs
City Council Special Called Meeting Minutes
May 1, 2023**

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Chief Building Official Jonathan Page, and Stormwater Inspector Justin Dupree.

I. Call to Order

Mayor Miller called the Work Session to order.

II. New Business

Mayor Pro Tem Zenchuk made a motion to add New Business Items A-G to a Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Consent Agenda

- A. The Pollution Liability line of coverage with Georgia Interlocal Risk Management Agency (GIRMA)
- B. The Municipal Workforce AD&D line of coverage with CV Starr
- C. The Off-Duty Liability line of coverage with Lexington Insurance Company
- D. The Excess Crime line of coverage with Hanover Insurance Company/Allmerica
- E. The Excess Cyber Liability line of coverage with Berkley Insurance
- F. The Terrorism & Sabotage line of coverage with Hiscox
- G. A Resolution declaring certain property as surplus and authorizing its sale or disposal

Mayor Pro Tem Zenchuk made a motion to approve the Consent Agenda. Councilman Wilbur seconded the motion. Motion carried 5-0.

Adjournment

Councilwoman Phillips made a motion to adjourn the meeting and enter into executive session for the purpose of real estate. Mayor Pro Tem Zenchuk seconded the motion. Motion approved 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Work Session Minutes
May 15, 2023**

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

Staff Present: City Attorney Robert M. Dyer, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Accountant Dana McKenzie, Accounting Specialist Becky Bruce, Municipal Court Administrator Donna Sanders, and Information Technology Manager/Facilities Manager Ron Carter.

I. Call to Order

Mayor Miller called the Work Session to order.

II. Public Comments

Mr. Al Clary spoke concerning the rezoning request MA-07-2023 located off of East Cherokee Drive, Holly Springs, Georgia. Mr. Clary voiced concerns about the traffic study and future growth.

III. New Business

- A. Discussed the Holly Springs Depot Renovation Floor Plan and Color Palette Options
- B. Discussed the adoption of a resolution authorizing the execution of various documents related to the issuance of the Holly Springs Parks and Recreation Authority's Revenue Bond, Series 2023, including an Installment Sale Agreement with the Authority
- C. Discussed the renewal of the Cherokee County Cooperation Agreement with Holly Springs, Georgia as part of the U.S. Department of Housing and Urban Development (HUD) designation for Cherokee County for the three-year period beginning January 1, 2024 through December 31, 2026
- D. Discussed the third amendment to the Workforce Innovation and Opportunity Act Contract between the Atlanta Regional Commission and the City of Holly Springs
- E. Discussed a quote from TSF Concrete for the replacement of various broken catch basin tops in an amount not to exceed \$7,050
- F. Discussed a quote from Douglas Outdoors, LLC for Harmony on the Lakes sidewalk repairs and tree removals
- G. Discussed a quote from Interdev for the Barracuda Cloud Gen Firewall Appliance F280 Renewal for a one (1) year term or for a three (3) year term

IV. ADJOURNMENT

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

**City of Holly Springs
City Council Business Meeting Minutes
May 15, 2023**

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

Staff Present: City Attorney Robert M. Dyer, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Chief Building Official Jon Page, Stormwater Inspector Justin Dupree, Community Development Coordinator Tracey Chambers, Accountant Dana McKenzie, Accounting Specialist Becky Bruce, Municipal Court Administrator Donna Sanders, Information Technology Manager/Facilities Manager Ron Carter, Cpt. Casey Barton, Cpt. Mike Hales, Cpt. Jeff Lance, Lt. Sam Rentz, Sgt. Travis Palmer, Sgt. Naveed Babar, Cpl. Jay Burns, Cpl. Davis Snider, Det. Travis Wood, Det. Annie Maryska, Det. Estan Holloway, Ofc. Dustin Miller, Ofc. Brendan Creegan, Ofc. Berry Wash, and IT Specialist Tyler Gragg.

I. Call to Order

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

II. Pledge of Allegiance

Mayor Steven W. Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro Tem Zenchuk gave the invocation.

IV. Presentations

2022 Employee of the Year – Chief Building Official Jon Page

2022 Officer of the Year – Detective Travis Wood

2022 Distinguished Service Award – Finance Director Denise Lamazares

2022 Bob Fuller Leadership Award – Captain Casey Barton

National Police Week 2023 Proclamation

Yard of the Month – Inder S. Tandon – Saima Islam

Mayor Pro Tem Zenchuk made a motion to amend the agenda to add Items C through G under New Business to the consent agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

V. Consent Agenda

A. April 10, 2023 Council Work Session and Special Called Meeting Minutes

B. April 17, 2023 Public Hearing, Council Work Session and Council Business Meeting Minutes

- C. The adoption of a resolution authorizing the execution of various documents related to the issuance of the Holly Springs Parks and Recreation Authority's Revenue Bond, Series 2023, including an Installment Sale Agreement with the Authority
- D. The renewal of the Cherokee County Cooperation Agreement with Holly Springs, Georgia as part of the U.S. Department of Housing and Urban Development (HUD) designation for Cherokee County for the three-year period beginning January 1, 2024 through December 31, 2026
- E. The third amendment to the Workforce Innovation and Opportunity Act Contract between the Atlanta Regional Commission and the City of Holly Springs
- F. A quote from TSF Concrete for the replacement of various broken catch basin tops in an amount not to exceed \$7,050
- G. A quote from Douglas Outdoors, LLC for Harmony on the Lakes sidewalk repairs and tree removals in the amount not to exceed \$18,290

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

VI. Old Business

- A. Mayor Pro Tem Zenchuk made a motion to approve **A-03-2023**, applicant requests annexation of 16.51 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcels 197, 198, 199, 200, 200A, 201, 202, and 203 of tax plat 15N19. Councilman Moore seconded the motion. Motion carried 5-0.
- B. Councilwoman Phillips made a motion to approve **MA-04-2023**, applicant requests rezoning of 22.87 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcels 197, 198, 199, 200, 200A, 201, 202, 203, 223, and 226 of tax plat 15N19, from R-40, Single Family Residential Estate (County), and NC, Neighborhood Commercial (City), to TND, Traditional Neighborhood Development (City) with staff stipulations as described in Ordinance MA-04-2023. Councilman Wilbur seconded the motion. Motion carried 5-0.
- C. Mayor Pro Tem Zenchuk made a motion to approve **A-04-2023**, applicant requests annexation of 0.60 +/- acres located off of East Rope Mill Lane, Cherokee County, GA, tax parcel 074 of tax plat 15N15. Councilman Moore seconded the motion. Motion carried 5-0.
- D. Councilwoman Phillips made a motion to approve **MA-06-2023**, applicant requests rezoning of 0.60 +/- acres located off of East Rope Mill Lane, Holly Springs, GA, tax parcel 074 of tax plat 15N15, from LI, Light Industrial (County), to LI, Light Industrial (City) with staff stipulations as described in Ordinance MA-06-2023. Councilman Wilbur seconded the motion. Motion carried 5-0.

- E. Mayor Pro Tem Zenchuk made a motion to approve **MA-07-2023**, applicant requests rezoning of 20.10 +/- acres located off of East Cherokee Drive, Holly Springs, GA, tax parcels 118, 120, 121, and 124 of tax plat 15N26, from GC, General Commercial, to GC, General Commercial / MXD, Mixed Use with staff stipulations as described in Ordinance MA-07-2023. Councilwoman Phillips seconded the motion. Motion carried 5-0.
- F. Mayor Pro Tem Zenchuk made a motion to approve **CUP-03-2023**, applicant requests a conditional use permit for a Self-Storage Establishment for property located off of East Cherokee Drive, Holly Springs, GA, tax parcels 120 and 124 of tax plat 15N26 with staff stipulations as described in Ordinance CUP-03-2023. Councilwoman Phillips seconded the motion. Motion carried 5-0.
- G. Councilman Whitaker made a motion to table **D-01-2023**, applicant requests deannexation of 1.71 +/- acres located off of Peardon Court, Holly Springs, GA, tax parcel 120A of tax plat 15N20. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.
- H. Councilman Whitaker made a motion to approve an ordinance to amend the Code of the City of Holly Springs, Georgia, to Amend Chapter 66 – Streets, Sidewalks and Other Public Places, Article IV – Parks and Recreation Facilities; Section 66-121 – Use of Facilities and Section 66-124 – Motor Vehicles. Councilman Moore seconded the motion. Motion carried 5-0.
- I. Councilwoman Phillips made a motion to approve the Professional Services Agreement Addendum No. 9 between Southeastern Engineering, Inc., and the City of Holly Springs for any on-demand engineering consultation services requested by the City of Holly Springs as needed for the Holly Springs Town Center Project. Councilman Moore seconded the motion. Motion carried 5-0.

VII. New Business

- A. Councilman Whitaker made a motion to approve the Holly Springs Depot Renovation Floor Plan as presented by Caldwell-Cline Architects & Designers. Councilman Moore seconded the motion. Motion carried 5-0.
- B. Councilman Whitaker made a motion to approve the Holly Springs Depot Color Palette Option #3. Councilman Moore seconded the motion. Motion carried 5-0.
- C – G. Agenda items C through G were moved to the consent agenda.
- H. Mayor Pro Tem Zenchuk made a motion to approve the three-year term renewal quote from Interdev for the Barracuda Cloud Gen Firewall Appliance F280 Renewal. Councilman Whitaker seconded the motion. Motion carried 5-0.

VIII. Reports

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

Mayor Pro Tem Zenchuk sent congratulations to all the 2023 graduates.

IX. Adjournment

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: **D-01-2023**, applicant requests deannexation of 1.71 +/- acres located off of Peardon Court, Holly Springs, GA, tax parcel 120A of tax plat 15N20

DATE: April 26, 2023

COUNCIL MEETING DATE: May 1, 2023

STAFF ANALYSIS

Applicants/Owners, Michael J. Griffith and Shannon Griffith, have requested that property located at 722 Peardon Court, parcel 120A of tax plat 15N20, be deannexed from the corporate boundaries of the City of Holly Springs. Per State of Georgia requirements, a copy of a resolution from Cherokee County consenting to the de-annexation has been attached.

The property is part of the planned development, Morgan's Run, and is zoned Traditional Neighborhood Development. The owner of this property, at that time, lived at this address and left his lot as a larger lot. The subdivision is completely built and this lot was sold after development in 2021. The applicant/current owner wishes to deannex from the City.

The Cherokee County Board of Commissioners heard this case on February 21, 2023 and voted unanimously to accept the property back into unincorporated County. They also placed a 60-day moratorium on the property, if the City approves the deannexation, to allow time to rezone the property to an appropriate zoning category. The County response letter and staff report are included within this packet.

Per [O.C.G.A. § 36-35-2](#), should this property be deannexed, it shall not be subject to annexation for a period of three years from the date of deannexation.

CONCURRENCES

N/A

FISCAL IMPACT

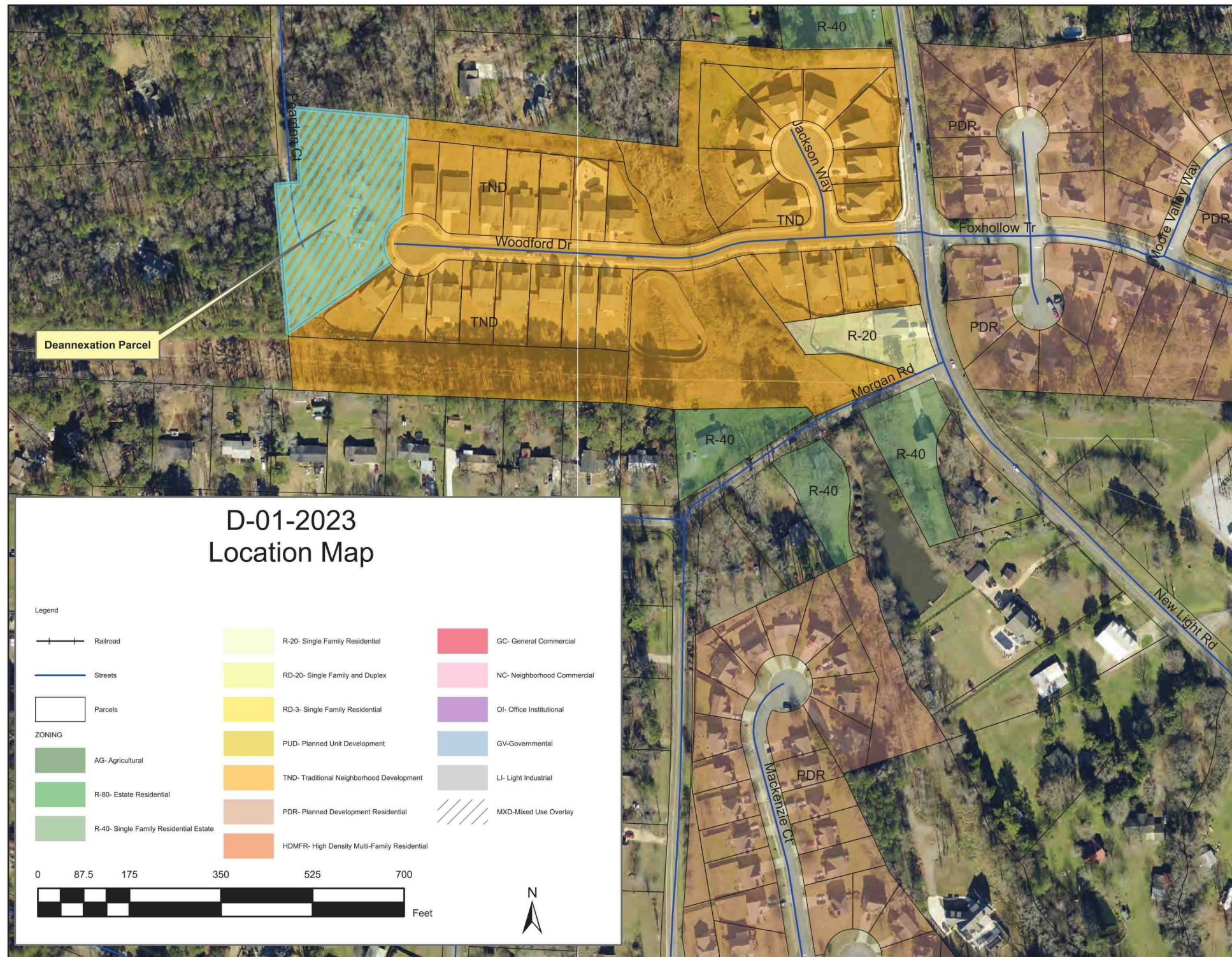
Loss of City Tax Revenue

ALTERNATIVES

Denial

ATTACHMENTS

Location Map Application
Deed County Resolution
Copy of City Tax Bill





**CITY OF HOLLY SPRINGS, GEORGIA
PETITION OF LANDOWNER REQUESTING DEANNEXATION**

The undersigned owners of the property described in Appendix A [*attach a legal description or other identification of the property and label it Appendix A*] hereby petition the City of Holly Springs, Georgia and request that said City deannex the described property from the city limits of said City.

Said owners certify that they are the owners of all of the land identified in Appendix A and that there are no other owners or co-owners of any such property [*all owners sign below and attach a warranty deed or other conveyance of the property, verifying ownership and label it Appendix B*].

Such owners further certify that the governing authority of Cherokee County has approved such deannexation. A certified copy of the resolution of said county approving deannexation is attached hereto as Appendix B [*attach a certified copy of the County resolution approving deannexation and label it Appendix C*].

Such owners further certify that the deannexation of the described property will not result in the creation of an unincorporated island in violation of Georgia law.

Owners:

Name: Michael J. Griffith
Address: 722 Peardon Court, Canton
Telephone: 678-334-9882
30115

Name: Shannon Griffith
Address: 722 Peardon Court, Canton
Telephone: 770-894-1547
30115

Name: _____

Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

(Add Additional Sheets, as Necessary)

Please submit to the City of Holly Springs Community Development Department, 3235 Holly Springs Parkway, Holly Springs, GA 30115; (770) 345-5533

Deannexation Fees

Total Acreage of Deannexation Area	Fee
0-5	\$500
6-50	\$1000
51+	\$2,500 plus \$10 per acre over 50



DEED BOOK:14677 PG:1682 Filed: 07/23/2021 01:32 PM Clerk File Number: 28-2021-040523

Rec: \$25.00 TRANSFER TAX \$400.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

Return Recorded Document to:

SELLERS & WARREN, P.C.

ATTORNEYS AT LAW

115 Woodland Way

Canton, GA 30114

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

File #: C215943

THIS INDENTURE made this **23rd** day of **July, 2021**, between **JACK E. WEAVER**, of the County of **CHEROKEE**, State of **Georgia**, as party or parties of the first part, hereinunder called Grantor, and **MICHAEL J. GRIFFITH and SHANNON GRIFFITH**, as **joint tenants with right of survivorship and not as tenants in common**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

AND THE SAID party of the first part, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its heirs, successors and/or assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

DEED BOOK:14677 PG:1683 Filed: 07/23/2021 01:32 PM Clerk File Number: 28-2021-040523

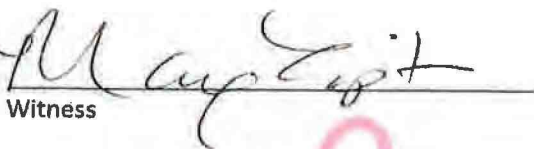
Rec: \$25.00 TRANSFER TAX \$400.00

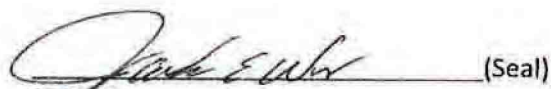
Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 1156462359 SubmitterID: 0466245412

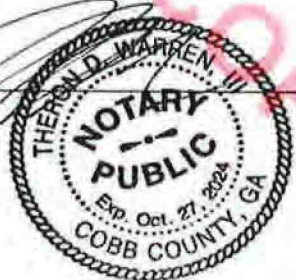
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:


Witness

 (Seal)
JACK E. WEAVER


Notary Public



DEED BOOK:14677 PG:1684 Filed: 07/23/2021 01:32 PM Clerk File Number: 28-2021-040523

Rec: \$25.00 TRANSFER TAX \$400.00

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

ParticipantIDs: 1156462359 SubmitterID: 0466245412

EXHIBIT "A"

ALL TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 267 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT LOCATED AT THE SOUTHEAST TERMINUS OF PEARDON COURT (50 FOOT RIGHT OF WAY) (SAID POINT BEING LOCATED 1.8 FEET WEST OF A POINT MARKED BY A ½ INCH REBAR FOUND) FROM SAID POINT OF BEGINNING, RUNNING THENCE NORTH 02 DEGREES 51 MINUTES 50 SECONDS WEST (AND ALONG THE EAST RIGHT OF WAY LINE OF PEARDON COURT) 142.84 FEET TO A POINT MARKED BY A ½ INCH REBAR; RUNNING THENCE SOUTH 85 DEGREES 00 MINUTES 37 SECONDS EAST 212.72 FEET TO A POINT AND CORNER; RUNNING THENCE SOUTH 02 DEGREES 55 MINUTES 46 SECONDS WEST 40.02 FEET TO A POINT; RUNNING THENCE SOUTH 02 DEGREES 55 MINUTES 46 SECONDS WEST (AND ALONG THE WEST LINE OF LOT 15, MORGAN'S RUN SUBDIVISION PHASE 2) 148.92 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF THE CUL-DE-SAC OF WOODFORD DRIVE (50 FOOT RIGHT OF WAY); RUNNING THENCE SOUTHWESTERLY, THENCE SOUTHERLY, THENCE SOUTHEASTERLY (AND ALONG THE RIGHT OF WAY LINE OF THE CUL-DE-SAC OF WOODFORD DRIVE) A DISTANCE OF 103.51 FEET TO A POINT LOCATED AT THE NORTHWEST CORNER OF LOT 18 MORGAN'S RUN SUBDIVISION PHASE 2; RUNNING THENCE SOUTH 55 DEGREES 20 MINUTES 39 SECONDS WEST (AND ALONG THE WEST LINE OF SAID LOT 18) 235.51 FEET TO A POINT AND CORNER; RUNNING THENCE NORTH 04 DEGREES 39 MINUTES 01 SECONDS WEST 283.88 FEET TO A POINT LOCATED AT THE SOUTHWEST TERMINUS OF PEARDON COURT; RUNNING THENCE NORTH 85 DEGREES 20 MINUTES 51 SECONDS EAST (AND ALONG THE TERMINUS OF PEARDON COURT) A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND IS MORE PARTICULARLY SHOWN AS A 1.710 ACRE TRACT ON, AND DELINEATED ACCORDING TO, THAT CERTAIN PLAT OF SURVEY TITLED "FINAL PLAT FOR MORGAN'S RUN S/D PHASE 2" DATED MARCH 28, 2018, REVISED JANUARY 27, 2019 BY NORTH POINT LAND SURVEYING, BEARING THE SEAL OF RYAN M. SCHULDI, GEORGIA REGISTERED LAND SURVEYOR NO. 3219, WHICH SAID PLAT OF SURVEY IS RECORDED AT PLAT BOOK 118, PAGE 2345, CHEROKEE COUNTY, GEORGIA DEED RECORDS AND WHICH SAID PLAT IS INCORPORATED HEREIN BY THIS REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE COURSES AND DISTANCES, METES AND BOUNDS OF THE LAND DESCRIBED HEREIN.

✓

PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2021-009856

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME Weaver	FIRST NAME Jack	MIDDLE E.	Exempt Code If no exempt code enter NONE		NONE
MAILING ADDRESS (STREET & NUMBER) 722 Peardon Ct.			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown		\$400,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30115 USA		DATE OF SALE 7/23/2021	1A. Estimated fair market value of Real and Personal property		\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only		\$0.00
BUYER'S LAST NAME Griffith	FIRST NAME Michael	MIDDLE J.	3. Amount of liens and encumbrances not removed by transfer		\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 722 Peardon Ct.			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)		\$400,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30115 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)		\$400.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 722		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Peardon Court			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE) Holly Springs	MAP & PARCEL NUMBER 15N20 120A		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15th	ACRES 1.71	LAND LOT 267	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE		PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

Griffith, Shannon

CITY OF HOLLY SPRINGS

PO BOX 990
 HOLLY SPRINGS, GA 30142-0990
 (770)345-5536



2022 PROPERTY TAX

PROPERTY INFORMATION

MAP/PARCEL/LOT: 15N20- 120 A
 OWNER NAME: GRIFFITH MICHAEL J &
 LOCATION: 722 PEARDON CT
 BILLING DATE: 04/24/23
 DUE DATE: 12/20/22
 LEGAL DESCRIPTION: LOT 16 MORGANS RUN PH 2

AMOUNT DUE

LAST PAYMENT: DATE: 12/06/22 AMOUNT: 1,342.96
 PRIOR BALANCE: 1,342.96-
 CURRENT CHARGES: 1,342.96
 PENALTY: 0.00
 TOTAL DUE: 0.00

PROPERTY VALUE ASSESSMENTS

FAIR MARKET LAND VALUE: 51,000
 FAIR MARKET IMPROVEMENT VALUE: 423,343
 LAND VALUE: 20,400
 IMPROVEMENT VALUE: 169,337
 CITY TAX NET VALUE: 189,737
 FIRE TAX NET VALUE: 189,737

EXEMPTIONS

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	RATE	AMOUNT
Real Prop City Tax	1.00	3.841000	728.78
Real Prop Fire Tax	1.00	2.984000	566.18
Stormwater Utility	1.00	48.000000	48.00

SPECIAL MESSAGE

If you have sold this property, forward the bill to the new owner and fax a copy of the settlement statement to 770-345-0209. If you have an escrow, forward the tax bill to your mortgage company as soon as possible.

Pursuant to state law (O.C.G.A. 48-2-40) interest will be added to this bill monthly if the balance is not paid by the due date. Pursuant to state law (O.C.G.A. 48-2-44) penalties will also be added to the unpaid balance beginning 120 days after the due date.

Please see our website, www.hollyspringsga.us, regarding senior exemption qualifications. Questions regarding county exemptions, assessments or the fair market value of your property should be directed to the Cherokee County Assessor's office at 678-493-6120.

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

MAP/PARCEL/LOT: 15N20- 120 A ACCOUNT ID: 2863
 LOCATION: 722 PEARDON CT
 TAX YEAR: 2022

AMOUNT DUE

CURRENT DUE: 0.00
 PENALTY: 0.00
 TOTAL DUE: 0.00



AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

GRIFFITH MICHAEL J &
 GRIFFITH SHANNON
 722 PEARDON CT
 CANTON, GA 30115

CITY OF HOLLY SPRINGS
 PO BOX 990
 HOLLY SPRINGS, GA 30142-0990

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2023-R-025

**A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS TO
AUTHORIZE A DEANNEXATION OF PROPERTY WITHIN THE BOUNDARIES OF
THE CITY OF HOLLY SPRINGS LOCATED AT 722 PEARDON COURT, CANTON,
GEORGIA 30115; AND FOR OTHER PURPOSES.**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, pursuant to O.C.G.A. § 36-36-22, municipalities have the authority to deannex land within the existing corporate limits thereof upon the following:

- 1) the written and signed application of all the owners of the land in question; and
- 2) the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, the owners of real property located at 722 Peardon Court, Canton, Georgia 30115 and known in the records of the Cherokee County Tax Assessor as parcel 15N20120A (hereinafter "Property"), desire to have said Property deannexed from the City of Holly Springs and have said Property become part of unincorporated Cherokee County, Georgia; and

WHEREAS, the owners of said property have made a request to the Board of Commissioners of Cherokee County, Georgia for consent to the proposed deannexation of said Property; and

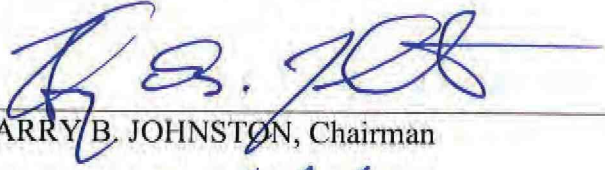
WHEREAS, the Board of Commissioners hereby finds that the public health, safety, and welfare will be served by the deannexation of said Property.

[this portion intentionally left blank]

NOW, THEREFORE, BE IT RESOLVED THAT the Cherokee County Board of Commissioners, and it is hereby so resolved by the authority of the same, that the Cherokee County Board of Commissioners hereby consents to the proposed deannexation of 722 Peardon Court, Canton, Georgia 30115 from the corporate boundaries of the City of Holly Springs, and hereby directs the County Clerk to provide a certified copy of this resolution to the owners of the Property and to the appropriate officials for the City of Holly Springs.

SO RESOLVED, APPROVED, AND ADOPTED this 21st day of February, 2023.

By:


HARRY B. JOHNSTON, Chairman

Attest:


CHRISTY BLACK, County Clerk



**Cherokee
County**
1831
GEORGIA
PLANNING AND ZONING

February 24, 2023

Michael and Shannon Griffith
722 Peardon Court
Canton, GA 30115

RE: 722 Peardon Court De-annexation Request

Dear Mr. and Ms. Griffith,

The de-annexation application for 722 Peardon Court was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on February 21, 2023. The case involves a 1.71 +/- acre parcel (15N20 120A). The property is currently zoned TND within the City of Holly Springs and is a single-family residence. On February 21, 2023, the Board of Commissioners voted unanimously to accept the de-annexation back into the County.

Additionally, the Board of Commissioner approved a vote that contingent upon the City's approval, a 60-day moratorium is placed on the property while it is being rezoned to the recommended R-40 County zoning.

Feel free to contact to me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Turner', with a large, sweeping flourish extending from the end of the signature.

Kevin Turner, AICP
Deputy Director



STAFF REVIEW & ANALYSIS OF DEANNEXATION REQUEST

Final 2/10/2023

City	Holly Springs
Case Number D-01-2023	Applicant: Michael and Shannon Griffith
Receipt of Deannexation Application	2/6/2023
Application Deemed Complete	2/6/2023
Next Board of Commissioners Meeting	2/21/2023

	Yes	No
Is the property to be deannexed contiguous to county jurisdictional boundary?	X	
Holly Springs Future Development Map Designation	Suburban Living	
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood	
Surrounding County Future Development Map	Suburban Living	
Does this annexation create an "island" of incorporated land?		X
Existing Holly Springs Zoning	TND	
Recommended County Zoning	R-60	

Comments:

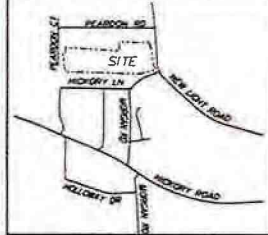
The applicant wishes to deannex from the City of Holly Springs back to unincorporated Cherokee County. The deannexation property is at 722 Peardon Court, (15N20 120A) and consists of 1.71 +/- acres.

It is surrounded on two sides by Holly Springs properties zoned TND and unincorporated County properties to the west and north that are zoned R-40. Based on the current use of the property (residential) and the surrounding uses, the County recommends a zoning designation of R-40.

FLING INFORMATION BOX

Plat
Recorded 6/12/2018 10:10 AM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1436
Participant IDs: 4546886099

LOCATION MAP



MORGAN'S RUN PHASE 2

COVER SHEET

DESIGNED BY:
RIDGE PLANNING
AND ENGINEERING
1280 KENNESAW CIRCLE
BUILDING A, SUITE 200
770-838-9000
CONTACT: JEFF SMITH

OWNER / DEVELOPER
JACK WEAVER
P.O. BOX 58
HOLLY SPRINGS, GA 30142
770-345-2633
CONTACT: JACK WEAVER

SURVEY NOTES

EQUIPMENT USED:
SPECTRA PRECISION, FOCUS 30 TOTAL STATION
FIELD SURVEY COMPLETED: 5/30/16
DATUM:
HORIZONTAL: STATE PLANE GRID/NAD83-GA WEST)
DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES
VERTICAL: NAVD 88 ESTABLISHED VIA GPS OBSERVATION
CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND
IS ACCURATE WITHIN 1/827,915
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS
A CLOSURE PRECISION OF : 70.524 AND AN ANGULAR
ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED
USING THE COMPASS RULE.

UTILITIES:
UNDERGROUND UTILITIES THAT ARE SHOWN HEREON ARE
BASED UPON FIELD SURFACE OBSERVATIONS AND
AVAILABLE INFORMATION ON HAND AT THE TIME OF THE
SURVEY. ONLY UTILITIES THAT WERE VISIBLE AND
ACCESSIBLE WERE MEASURED. INFORMATION REGARDING
THE REPORTED PRESENCE, SIZE, CHARACTER, ELEVATION
AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND
STRUCTURES IS BASED ON MEASUREMENTS MADE FROM
THE SURFACE. THESE MEASUREMENTS SHOULD BE
CONSIDERED APPROXIMATE AND SUBJECT TO CONTRACTOR
VERIFICATION. SITE EXCAVATION WAS NOT PERFORMED IN
ANYWAY TO MEASURE ANY SUBSURFACE UTILITY OR
FEATURE OF ANY TYPE. THERE IS NO CERTAINTY OF THE
ACCURACY OF THIS INFORMATION AND IT SHALL BE
CONSIDERED BY THOSE USING THIS DRAWING. THE
LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES
AND STRUCTURES SHOWN HEREON MAY BE INACCURATE
AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE
ENCOUNTERED. IT SHALL BE UNDERSTOOD THAT THE
SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS
OR SUFFICIENCY OF UNDERGROUND UTILITY INFORMATION
SHOWN HEREON.

CERTIFICATION:
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF
CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC
SCOPE OF SERVICE.
WET AND HAZARDOUS WASTE
NORTH POINT LAND SURVEYING DOES NOT WARRANT THE
EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR
HAZARDOUS WASTE IN THE SURVEY AREA.
NO CEMETERIES, ARCHEOLOGICAL OR ARCHITECTURAL
LANDMARKS ARE KNOWN TO EXIST ON THIS SITE.
NO PART OF THIS PROPERTY LIES WITHIN THE 100 YD.
FLOOD PLAIN PER FEMA FLOOD MAP 13057C02266D,
DATED 09/29/2006.

CITY ENGINEER CERTIFICATE

WE HAVE REVIEWED THE FINAL PLAT AND FIND THAT SAID
PLAT CONFORMS TO THE APPROVED PLANS AS SUBMITTED BY
THE DEVELOPER AND THE CITY OF HOLLY SPRINGS
DEVELOPMENT REGULATIONS OF APRIL 1999, AS AMENDED.

[Signature]
CITY OF HOLLY SPRINGS ENGINEER
DATE 06/12/2018

FIRE MARSHALL CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED
AND APPROVED AS TO CONFORMANCE WITH THE STANDARD
FIRE PREVENTION ORDINANCE.

[Signature]
FIRE MARSHALL
DATE 06/12/2018

ENGINEER'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT ALL ENGINEERING
REQUIREMENTS OF THE LAND SUBDIVISION REGULATION OF THE
CITY OF HOLLY SPRINGS, GEORGIA HAVE BEEN FULLY
COMPLIED WITH.

[Signature]
GA PROFESSIONAL ENGINEER
DATE
THE 1500 PSI (200 PSI) OF THE STORM DRAINAGE SYSTEM
AND DETENTION BASIN WILL FUNCTION AND HANDLE THE
REQUIRED STORAGE AND OUTFLOW RATES AS DESIGNED AND
ENGINEERED IN THE APPROVED CONSTRUCTION PLANS AND
HYDROLOGY REPORT.

WATER AND SEWER CERTIFICATE

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

[Signature]
CHEROKEE COUNTY WATER
AND SEWAGE AUTHORITY
DATE 6-4-18

COVENANTS NOTE

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN
THE SEPARATE DOCUMENT(S) DATED 1-4-2016 WHICH
HEREBY BECOMES A PART OF THIS PLAT. IT IS RECORDED IN
DEED BOOK 14236, PAGE 895, CHEROKEE COUNTY DEED
RECORDS AND SIGNED BY THE OWNER.

FIRE MARSHAL NOTES

HYDRANT SPACING
FH-1 TO FH-2: 177'
FH-2 TO FH-3: 203'
ALL CONSTRUCTION VEHICLES MUST PARK ON ONE SIDE OF
THE ROAD FOR ACCESS OF EMERGENCY VEHICLE RESPONSE.
PERMITS OR APPROVALS MAY BE REVOKED BY THE FIRE
MARSHAL OR HIS DESIGNEE WHEN THERE HAS BEEN ANY
FALSE STATEMENTS OR MISREPRESENTATIONS AS TO ANY
MATERIALS OR FACTS CONTAINED IN PLANS OR OTHER
INFORMATION ON WHICH THE PERMIT OR APPROVAL HAS BEEN
BASED.

HOLLY SPRINGS NOTE

IT IS THE POLICY OF HOLLY SPRINGS THAT DRAINAGE EASEMENTS ARE
DEDICATED TO THE PUBLIC USE AND ARE NOT ACCEPTED BY HOLLY SPRINGS
FOR CITY MAINTENANCE AND AREA NOT CONSIDERED CITY PROPERTY.
THEREFORE, IT IS HOLLY SPRINGS POLICY THAT NO CITY FORCES OR
EQUIPMENT SHALL BE USED TO PERFORM CONSTRUCTION TO ANY DRAINAGE
EASEMENT WITHIN HOLLY SPRINGS, UNLESS SAID EASEMENT LIES WITHIN HOLLY
SPRINGS' RIGHT-OF-WAY AND/OR SAID WORD IS NECESSARY TO PROTECT CITY
RIGHT-OF-WAY.

ZONING CERTIFICATE

THIS PLAT HAS BEEN ADMINISTRATIVELY REVIEWED FOR
COMPLIANCE WITH THE CITY OF HOLLY SPRINGS ZONING
ORDINANCE AND IS APPROVED FOR RECORDING.

[Signature]
ZONING ADMINISTRATOR
DATE 06/12/2018

OWNERS ACKNOWLEDGEMENT

STATE OF GEORGIA, COUNTY OF CHEROKEE
THE OWNER OF LAND SHOWN ON THIS PLAT AND WHOSE
NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH
A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT
WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE
USE OF THE PUBLIC FOREVER, ALL STREETS, DRAINS,
EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, EXCEPT
AS OTHERWISE NOTED.

[Signature]
DATE 5-02-2018

CENTERLINE DATA WOODFORD DRIVE				
BEG STA	DIRECTION	LENGTH	END STA	
0+00.00	S85°50'02"W	378.59	3+78.59	
3+78.59	S77°15'42"W	240.00	6+18.59	
	ARC: 66.83			
6+18.59	S67°41'15"W	7.28	6+25.87	
6+25.87	S80°18'32"W	240.00	8+65.87	
	ARC: 70.00			
8+65.87	N67°04'14"W	44.78	9+10.65	
	ARC: 85.11			
9+10.65	N67°04'14"W	44.78	9+55.43	
	ARC: 85.11			
9+55.43	N67°04'14"W	44.78	10+00.21	
	ARC: 85.11			

SITE NOTE

AREAS ADJACENT TO THE LOTS
INDICATED SHALL BE PROTECTED
LOTS 5-8, AND LOT 30.

PHASE 2 AREA

TOTAL AREA PHASE 2: 7.552 ACRES
NUMBER OF LOTS: 17

SIDEWALK NOTE

1. SIDEWALKS SHALL BE 5' WIDE AND A MINIMUM OF 5" OFF
THE BACK OF CURB.
2. SIDEWALKS SHOWN WILL BE INSTALLED BY THE BUILDER AT
THE TIME OF HOME CONSTRUCTION.

TABLE OF DEDICATION

SEWER MAINS- 10'
SEWER PIPE 1.001 L.F.
TOTAL COST OF SEWER INFRASTRUCTURE - \$92,799
STORM STRUCTURES- 16
STORM PIPE 1.009 L.F.
TOTAL COST OF STORM INFRASTRUCTURE - \$174,918
WATER STRUCTURES- 13 WATER METERS
3 FIRE HYDRANTS
7 WATER VALVES
896 L.F.
TOTAL COST OF WATER INFRASTRUCTURE - \$120,037

DRAINAGE EASEMENT NOTE

ALL REQUIRED STORM DRAINAGE EASEMENTS OFF OF THE CITY
RIGHT-OF-WAY. THE PROPERTY OWNER WILL BE REQUIRED TO
KEEP THE EASEMENT FREE OF OBSTRUCTION IN SUCH A WAY
AS TO ENSURE THE MAXIMUM DESIGNED FLOW AT ALL TIMES.
THE PROPERTY OWNER SHALL NOT ALTER ANY DRAINAGE
IMPROVEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL FROM
THE HOLLY SPRINGS ENGINEERING DEPARTMENT.

C.C.W.S.A. NOTES

1. CHEROKEE COUNTY WATER AND SEWAGE AUTHORITY SHALL MAINTAIN THE SEWER MAINS AND SEWER
LATERALS TO THE COUNTY, CITY OR STATE RIGHT-OF-WAY OR TO THE EDGE OF AN EASEMENT DEDICATED TO
CCWSA. IF SEWER MAIN IS LOCATED WITHIN A PRIVATE INGRESS-EGRESS OR A BLANKET UTILITY EASEMENT,
CHEROKEE COUNTY WATER AND SEWAGE AUTHORITY SHALL MAINTAIN SEWER MAINS AND LATERALS FROM BACK
OF CURB TO BACK OF CURB. IN THE EVENT OF ZERO BUILDING SETBACK ADJACENT TO A RIGHT-OF-WAY,
CCWSA WILL MAINTAIN SEWER MAINS AND LATERALS FROM BACK OF CURB TO BACK OF CURB.
2. CLEAN OUT SHALL NOT BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY OR EASEMENT. NO STRUCTURE CAN BE
WITHIN 5 (5 FEET) OF ANY SEWER CLEAN OUT INCLUDING, BUT NOT LIMITED TO ANY TYPE OF WALL, ETC.
1. STREET LIGHT ORDNANCE
POLE SPECIFICATIONS:
- 30 FOOT POLES ONLY
- WOOD OR FIBERGLASS ONLY
- ARMS MUST BE 2-1/2 TO 6' LONG
- ROADWAY FIXTURES
STREET LIGHT PLANS ARE SUBMITTED BY THE POWER COMPANIES TO RICKY DOBBS. ALL POWER POLE
CONTRIBUTIONS MUST BE PAID BY THE DEVELOPER BEFORE THE RELEASE OF WATER METER SALES. THE ABOVE
DOES NOT APPLY TO SUBDIVISION THAT ARE LOCATED INSIDE THE CITY LIMITS.

DATE 5-28-2018
SCALE 1"=50'
DRAWN BY CPB
CHECKED BY RMS
FIELD CREW MJM

**NORTH POINT
LAND SURVEYING**
621 WYATT DRIVE
KENNESAW, GEORGIA 30142
PHONE (770) 285-0029
EMAIL: RSG@NPLandSurveying.com
www.NPLandSurveying.com

FINAL PLAT FOR MORGAN'S RUN S/D PHASE 2

650 COLLEGE DRIVE
DALTON, GA 30720
LOCATED IN L.L.'S 266, 267, & 311
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GA

PROJECT NUMBER: 001-19
DATE OF PLAT: 5/30/16
DATE OF RECORDING: 6/12/18
Pg 1/3

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT
HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE
LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL
CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH
APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE
GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO
INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND
SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL
STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE
RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN
O.C.G.A. SECTION 15-6-67.



5-02-2018

RYAN M. SCHULT, RLS
REGISTERED NUMBER: 3219

PLAT BOOK 118 PG:2343
 Filed: 07/11/2019 4:48 PM
 Clerk File Number: 2K-2019-00041
 Rec: \$8.00
 Patty Baker, Clerk of Superior Court
 Cherokee County, GA

FLING INFORMATION BOX

Plat
 Recorded 7/11/2019 3:48 PM
 Patty Baker
 Clerk of Superior Court
 Cherokee County, GA
 Book 118 Page 2343
 Participant IDs: 4546886099

CITY ENGINEER CERTIFICATE

WE HAVE REVIEWED THE FINAL PLAT AND FIND THAT SAID PLAT CONFORMS TO THE APPROVED PLANS AS SUBMITTED BY THE DEVELOPER AND THE CITY OF HOLLY SPRINGS DEVELOPMENT REGULATIONS OF APRIL 1999, AS AMENDED.

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 CITY OF HOLLY SPRINGS ENGINEER DATE

ENGINEER'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT ALL ENGINEERING REQUIREMENTS OF THE LAND SUBDIVISION RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA HAVE BEEN FULLY COMPLIED WITH

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 GA PROFESSIONAL ENGINEER DATE
 THE ASSULT CONDITION OF THE STORM DRAINAGE SYSTEM AND DETENTION POND WILL FUNCTION AND HANDLE THE REQUIRED STORAGE AND OUTFLOW RATES AS DESIGNED AND ENGINEERED IN THE APPROVED CONSTRUCTION PLANS AND HYDROLOGY REPORT.

WATER AND SEWER CERTIFICATE

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

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 CHEROKEE COUNTY WATER AND SEWAGE AUTHORITY DATE

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67



6-12-2019

RYAN M. SCHULT, RLS
 REGISTERED NUMBER: 3219

DRAINAGE EASEMENT NOTE

ALL REQUIRED STORM DRAINAGE EASEMENTS OFF OF THE CITY RIGHT-OF-WAY. THE PROPERTY OWNER WILL BE REQUIRED TO KEEP THE EASEMENT FREE OF OBSTRUCTION IN SUCH A WAY AS TO ENSURE THE MAXIMUM DESIGNED FLOW AT ALL TIMES. THE PROPERTY OWNER SHALL NOT ALTER ANY DRAINAGE IMPROVEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE HOLLY SPRINGS ENGINEERING DEPARTMENT.

SIDEWALK NOTE

1. SIDEWALKS SHALL BE 5' WIDE AND A MINIMUM OF 5' OFF THE BACK OF CURB.
 2. SIDEWALKS SHOWN WILL BE INSTALLED BY THE BUILDER AT THE TIME OF HOME CONSTRUCTION.

FIRE MARSHALL CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED AND APPROVED AS TO CONFORMANCE WITH THE STANDARD FIRE PREVENTION ORDINANCE

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 FIRE MARSHALL DATE

COVENANTS NOTE

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) DATED 1-4-2016, WHICH HEREBY BECOMES A PART OF THIS PLAT, "RECORDED IN DEED BOOK 14236, PAGE 995, CHEROKEE COUNTY DEED RECORDS AND SIGNED BY THE OWNER.

FIRE MARSHAL NOTES

HYDRANT SPACING:
 FH-1 TO FH-2: 177'
 FH-2 TO FH-3: 203'
 ALL CONSTRUCTION VEHICLES MUST PARK ON ONE SIDE OF THE ROAD FOR ACCESS OF EMERGENCY VEHICLE RESPONSE
 PERMITS OR APPROVALS MAY BE REVOKED BY THE FIRE MARSHAL OR HIS DESIGNEE WHEN THERE HAS BEEN ANY FALSE STATEMENTS OR MISREPRESENTATIONS AS TO ANY MATERIALS OR FACTS CONTAINED IN PLANS OR OTHER INFORMATION ON WHICH THE PERMIT OR APPROVAL HAS BEEN BASED

HOLLY SPRINGS NOTE

IT IS THE POLICY OF HOLLY SPRINGS THAT DRAINAGE EASEMENTS ARE DEDICATED TO THE PUBLIC USE AND ARE NOT ACCEPTED BY HOLLY SPRINGS FOR CITY MAINTENANCE AND AREA NOT CONSIDERED CITY PROPERTY. THEREFORE, IT IS HOLLY SPRINGS POLICY THAT NO CITY FORCES OR EQUIPMENT SHALL BE USED TO PERFORM CONSTRUCTION TO ANY DRAINAGE EASEMENT WITHIN HOLLY SPRINGS, UNLESS SAID EASEMENT LIES WITHIN HOLLY SPRINGS' RIGHT-OF-WAY AND/OR SAID WORD IS NECESSARY TO PROTECT CITY RIGHT-OF-WAY.

ZONING CERTIFICATE

THIS PLAT HAS BEEN ADMINISTRATIVELY REVIEWED FOR COMPLIANCE WITH THE CITY OF HOLLY SPRINGS ZONING ORDINANCE AND IS APPROVED FOR RECORDING

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 ZONING ADMINISTRATOR DATE

OWNERS ACKNOWLEDGEMENT

STATE OF GEORGIA COUNTY OF CHEROKEE
 THE OWNER OF LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, EXCEPT AS OTHERWISE NOTED.

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 NAME: DATE:

MORGAN'S RUN - PHASE 2

LOCATION MAP



SITE NOTE

AREAS ADJACENT TO THE THE LOTS INDICATED SHALL BE PROTECTED LOTS 5-8, AND LOT 30

PHASE 2 AREA

TOTAL AREA PHASE 2: 6.242 ACRES
 NUMBER OF LOTS: 15

REVISION NOTE

THIS PLAT SUPERSEDES A PORTION OF THE PLAT RECORDED IN PLAT BOOK 118 PAGE 1965 THE PURPOSE OF THIS REVISION IS TO:
 6/12/2019 - COMBINE LOTS 16 AND 17.

APPROVED BY:

Nancy Moon

ZONING ADMINISTRATOR

TABLE OF DEDICATION

SEWER MANHOLES- 10
 SEWER PIPE- 1,001 L.F.
 TOTAL COST OF SEWER INFRASTRUCTURE- \$92,799
 STORM STRUCTURES- 16
 STORM PIPE- 1,079 L.F.
 TOTAL COST OF STORM INFRASTRUCTURE- \$174,918
 WATER STRUCTURES- 13 WATER METERS
 3 FIRE HYDRANTS
 2 WATER VALVES
 WATER PIPE- 226 L.F.
 TOTAL COST OF WATER INFRASTRUCTURE- \$101,032

C.C.W.S.A. NOTES

1. CHEROKEE COUNTY WATER AND SEWAGE AUTHORITY SHALL MAINTAIN THE SEWER MAINS AND SEWER LATERALS TO THE COUNTY, CITY OR STATE RIGHT-OF-WAY OR TO THE EDGE OF AN EASEMENT DEDICATED TO COWSA IF SEWER MAIN IS LOCATED WITHIN A PRIVATE INGRESS-EGRESS OR A BLANKET UTILITY EASEMENT. CHEROKEE COUNTY WATER AND SEWAGE AUTHORITY SHALL MAINTAIN SEWER MAINS AND LATERALS FROM BACK OF CURB TO BACK OF CURB IN THE EVENT OF ZERO BUILDING SETBACK ADJACENT TO A RIGHT-OF-WAY.
2. COWSA WILL MAINTAIN SEWER MAINS AND LATERALS FROM BACK OF CURB TO BACK OF CURB.
3. CLEAN OUT SHALL NOT BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY OR EASEMENT, NO STRUCTURE CAN BE WITHIN 5 (5 FEET) OF ANY SEWER CLEAN OUT INCLUDING, BUT NOT LIMITED TO ANY TYPE OF WALL, ETC.
4. STREET LIGHT ORDNANCE
 POLE SPECIFICATIONS:
 -30 FOOT POLES ONLY
 -ROAD OR FIBERGLASS ONLY
 -ARMS MUST BE 2-1/2' TO 6' LONG
 -ROADWAY FIXTURES
 STREET LIGHT PLANS ARE SUBMITTED BY THE POWER COMPANIES TO RICKY DOBBS. ALL POWER POLE CONTRIBUTIONS MUST BE PAID BY THE DEVELOPER BEFORE THE RELEASE OF WATER METER SALES. THE ABOVE DOES NOT APPLY TO SUBDIVISION THAT ARE LOCATED INSIDE THE CITY LIMITS

DATE	12-28-2018	REVISIONS
SCALE	1"=50'	
DRAWN BY	GPS	6/12/2019 -
CHECKED BY	RMS	COMBINE LOT 16 AND 17
FIELD CREW	MEM	



NORTH POINT LAND SURVEYING
 621 WYNLACK DRIVE
 KENNESAW, GEORGIA 30152
 PHONE: (770) 266-6529
 EMAIL: RSM@NPLandSurveying.com
 WWW.NPLandSurveying.com

COVER SHEET

DESIGNED BY:
 RIDGE PLANNING
 AND ENGINEERING
 1280 KENNEDY CIRCLE
 BUILDING A, SUITE 200
 770-838-0000
 CONTACT: JEFF SMITH

OWNER / DEVELOPER
 SMITH DOUGLAS HOMES
 110 VILLAGE TRAIL, SUITE 115
 WOODSTOCK, GA 30188
 CONTACT: KEITH ADAMS

SURVEY NOTES

EQUIPMENT USED:
 SPECTRA PRECISION, FOCUS 30 TOTAL STATION
 FIELD SURVEY COMPLETED: 9/30/16
 DATUM:
 HORIZONTAL: STATE PLANE GRID(NAD83-GA WEST)
 DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES
 VERTICAL: NAVD 88 ESTABLISHED VIA GPS OBSERVATION

CLOSURE STATEMENT:
 THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN 1:827.915

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1:70,524 AND AN ANGULAR ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE

UTILITIES
 UNDERGROUND UTILITIES THAT ARE SHOWN HEREON ARE BASED UPON FIELD SURFACE OBSERVATIONS AND AVAILABLE INFORMATION ON HAND AT THE TIME OF THE SURVEY. ONLY UTILITIES THAT WERE VISIBLE AND ACCESSIBLE WERE MEASURED. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, ELEVATION, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS BASED ON MEASUREMENTS MADE FROM THE SURFACE. THESE MEASUREMENTS SHOULD BE CONSIDERED APPROXIMATE AND SUBJECT TO CONTRACTOR VERIFICATION. SITE EXCAVATION WAS NOT PERFORMED IN ANYWAY TO MEASURE ANY SUBSURFACE UTILITY OR FEATURE OF ANY TYPE. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. IT SHALL BE UNDERSTOOD THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF UNDERGROUND UTILITY INFORMATION SHOWN HEREON.

CERTIFICATION:
 THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC SCOPE OF SERVICE.

WETLAND & HAZARDOUS WASTE
 NORTH POINT LAND SURVEYING DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA

NO CEMETERIES, ARCHEOLOGICAL OR ARCHITECTURAL LANDMARKS ARE KNOWN TO EXIST ON THIS SITE

NO PART OF THIS PROPERTY LIES WITHIN THE 100 YR. FLOOD PLAIN PER FEMA FLOOD MAP 1305702660, DATED 09/29/2006

FINAL PLAT FOR MORGAN'S RUN S/D PHASE 2

LOCATED IN L.L.'S 266, 267, & 311
 15TH DISTRICT, 2ND SECTION
 CITY OF HOLLY SPRINGS
 CHEROKEE COUNTY, GA

PROJECT NUMBER: 2019-15
 PLOTTED AND WRITTEN BY: SURVEY 2019, 06/12/2019, 12/28/2018

BM Agenda Item V-A

PLAT BOOK 118 PG 2345
 Filed: 07/11/2019 03:48 PM
 Clerk File Number: 20-2019-000443
 Rec: \$8.00
 Patty Baker, Clerk of Superior Court
 Cherokee County, GA

FLING INFORMATION BOX

Plat
 Recorded 7/11/2019 3:48 PM
 Clerk of Superior Court
 Cherokee County, GA
 Book 118 Page 2345
 Participant IDs: 4546886099

WATER AND SEWER CERTIFICATE

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

SEE ORIGINAL SIGNATURES - PLAT BOOK 118, PAGE 1436
 CHEROKEE COUNTY WATER DATE
 AND SEWAGE AUTHORITY

POINT	EASTING	NORTHING	CHORD	BEARING
1	125.00	125.00	177.21	S 45° E 17.71
2	200.00	101.66	100.00	S 26° 52' 12" E
3	25.00	23.55	22.50	S 69° 05' 11" E

SITE NOTE

THE LOWEST FINISHED FLOOR ELEVATIONS (INCLUDING UNFINISHED BASEMENTS) FOR LOTS UPSTREAM OF THE CULVERT ROAD CROSSING SHALL BE NO LESS THAN ONE FOOT ABOVE THE LOW POINT IN THE ROAD

LEGEND & ABBREVIATIONS

— FENCE	TRANSFORMER BOX (TX)
— STORM SEWER EASEMENT	FLAG POLE (FP)
— SANITARY SEWER	CALCULATED POINT
— SANITARY SEWER SERVICE	FIRE HYDRANT (FH)
— WATER LINE	WATER VALVE (WV)
— GAS LINE	WATER METER (WM)
— UNDERGROUND POWER LINE	LIGHT POLE (LP)
— OVERHEAD POWER LINE	GAS METER (GM)
— TELEPHONE LINE	GAS VALVE (GV)
— FIBER OPTIC	HEAD WALL (HW)
— CABLE TELEVISION	CURB AND GUTTER (C&G)
— TOPOGRAPHIC CONTOUR	SPOT ELEVATION
— PROPERTY LINE	ELECTRIC METER (EM)
— CATCH BASIN (C&B)	POWER POLE (PP)
— CATCH BASIN (S&B)	SIGN
— DRAIN INLET (DI)	BENCHMARK
— JUNCTION BOX (JB)	CLEANOUT (CO)
— 55 MANHOLE (MH)	

FINAL PLAT SHEET 1

TONYA BRUCE
 DB: 2535, PG: 487
 PIN: 15-0267-0014
 CHARLES M. KELLEY &
 TONYA M. KELLEY
 DB: 5819, PG: 213
 PIN: 15-0267-0010

SPC Georgia
 West Zone



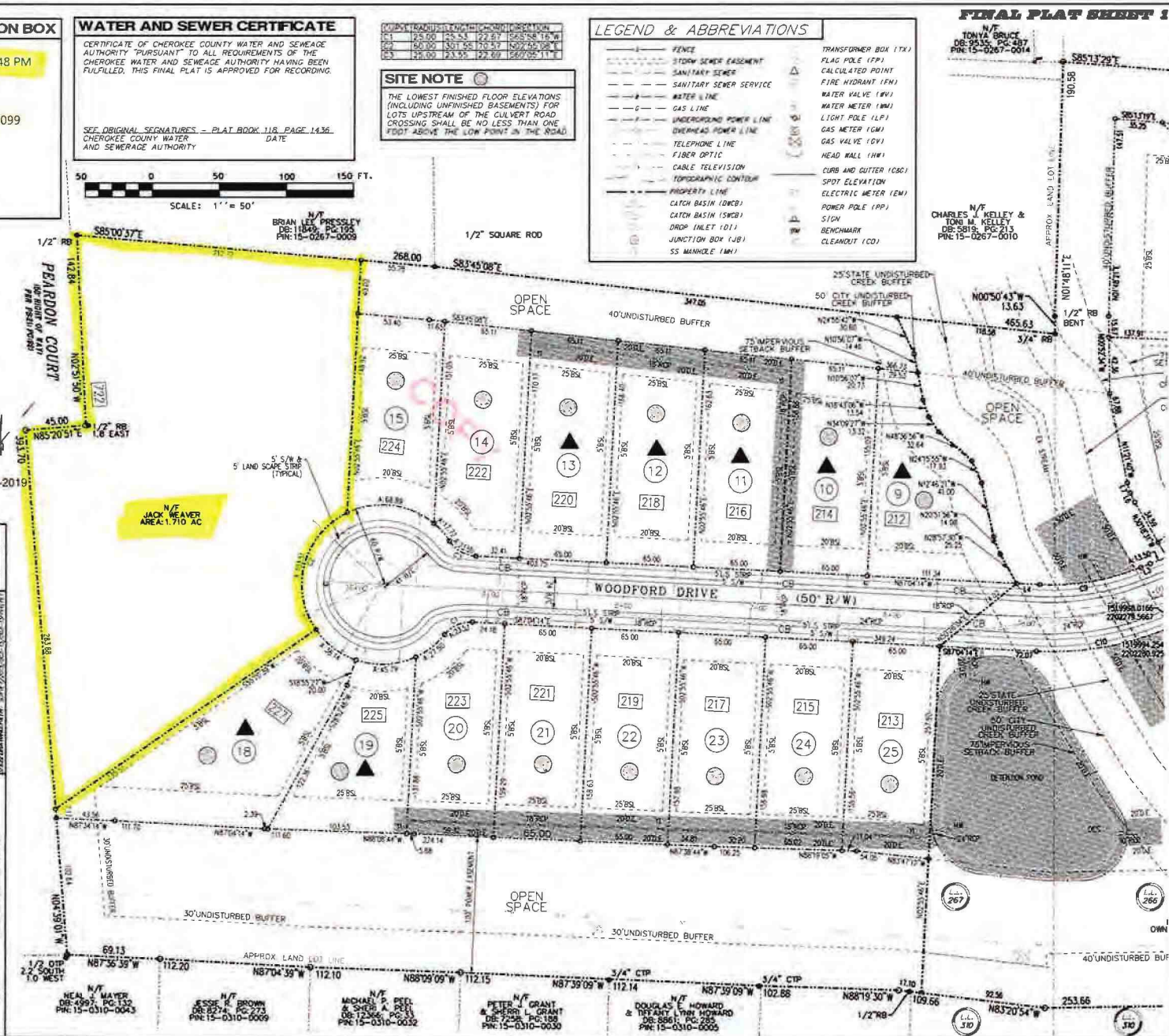
NOTE:
 ALL PROPERTY CORNERS ARE TO
 1/2" TIE WITH CAP UNLESS
 OTHERWISE NOTED

FINAL PLAT
 FOR
 MORGAN'S RUN S/D
 PHASE 2
 LOCATED IN L.L.'S 266, 267 & 311
 15TH DISTRICT, 2ND SECTION
 CITY OF HOLLY SPRINGS
 CHEROKEE COUNTY, GA
 Pg 3/3

NORTHPOINT
 LAND SURVEYING
 601 WYATT DRIVE
 KENNESAW, GEORGIA 30144
 EMAIL: NPS@NORTHPOINTGA.COM
 WWW.NORTHPOINTGA.COM



DATE	REVISIONS
12/27/2019	1. 1" = 50'
1/28/20	2. ADDED S/D'S
CHECKED BY: JMS	
FIELD CREW: JMS	



Return Recorded Document to:
SELLERS & WARREN, P.C.
ATTORNEYS AT LAW
115 Woodland Way
Canton, GA 30114

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF CHEROKEE

File #: **C215943**

THIS INDENTURE made this **23rd** day of **July, 2021**, between **JACK E. WEAVER**, of the County of **CHEROKEE**, State of **Georgia**, as party or parties of the first part, hereinafter called Grantor, and **MICHAEL J. GRIFFITH and SHANNON GRIFFITH**, as **joint tenants with right of survivorship and not as tenants in common**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

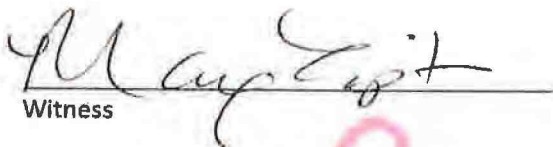
This Deed is given subject to all easements and restrictions of record.

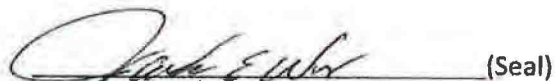
TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

AND THE SAID party of the first part, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its heirs, successors and/or assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:


Witness

 (Seal)
JACK E. WEAVER


Notary Public

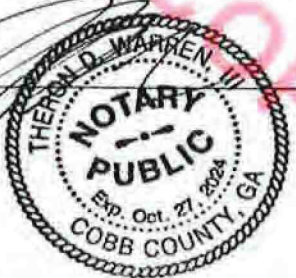


EXHIBIT "A"

ALL TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 267 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT LOCATED AT THE SOUTHEAST TERMINUS OF PEARDON COURT (50 FOOT RIGHT OF WAY) (SAID POINT BEING LOCATED 1.8 FEET WEST OF A POINT MARKED BY A ½ INCH REBAR FOUND) FROM SAID POINT OF BEGINNING, RUNNING THENCE NORTH 02 DEGREES 51 MINUTES 50 SECONDS WEST (AND ALONG THE EAST RIGHT OF WAY LINE OF PEARDON COURT) 142.84 FEET TO A POINT MARKED BY A ½ INCH REBAR; RUNNING THENCE SOUTH 85 DEGREES 00 MINUTES 37 SECONDS EAST 212.72 FEET TO A POINT AND CORNER; RUNNING THENCE SOUTH 02 DEGREES 55 MINUTES 46 SECONDS WEST 40.02 FEET TO A POINT; RUNNING THENCE SOUTH 02 DEGREES 55 MINUTES 46 SECONDS WEST (AND ALONG THE WEST LINE OF LOT 15, MORGAN'S RUN SUBDIVISION PHASE 2) 148.92 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF THE CUL-DE-SAC OF WOODFORD DRIVE (50 FOOT RIGHT OF WAY); RUNNING THENCE SOUTHWESTERLY, THENCE SOUTHERLY, THENCE SOUTHEASTERLY (AND ALONG THE RIGHT OF WAY LINE OF THE CUL-DE-SAC OF WOODFORD DRIVE) A DISTANCE OF 103.51 FEET TO A POINT LOCATED AT THE NORTHWEST CORNER OF LOT 18 MORGAN'S RUN SUBDIVISION PHASE 2; RUNNING THENCE SOUTH 55 DEGREES 20 MINUTES 39 SECONDS WEST (AND ALONG THE WEST LINE OF SAID LOT 18) 235.51 FEET TO A POINT AND CORNER; RUNNING THENCE NORTH 04 DEGREES 39 MINUTES 01 SECONDS WEST 283.88 FEET TO A POINT LOCATED AT THE SOUTHWEST TERMINUS OF PEARDON COURT; RUNNING THENCE NORTH 85 DEGREES 20 MINUTES 51 SECONDS EAST (AND ALONG THE TERMINUS OF PEARDON COURT) A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND IS MORE PARTICULARLY SHOWN AS A 1.710 ACRE TRACT ON, AND DELINEATED ACCORDING TO, THAT CERTAIN PLAT OF SURVEY TITLED "FINAL PLAT FOR MORGAN'S RUN S/D PHASE 2" DATED MARCH 28, 2018, REVISED JANUARY 27, 2019 BY NORTH POINT LAND SURVEYING, BEARING THE SEAL OF RYAN M. SCHULDI, GEORGIA REGISTERED LAND SURVEYOR NO. 3219, WHICH SAID PLAT OF SURVEY IS RECORDED AT PLAT BOOK 118, PAGE 2345, CHEROKEE COUNTY, GEORGIA DEED RECORDS AND WHICH SAID PLAT IS INCORPORATED HEREIN BY THIS REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE COURSES AND DISTANCES, METES AND BOUNDS OF THE LAND DESCRIBED HEREIN.

✓

Susan Green Miller, PC
7000 Central Parkway ste 1430
Atlanta, GA 30328

File Number **SG20-167**

TAX ID 15N20A-215

STATE OF GEORGIA

FULTON COUNTY

LIMITED WARRANTY DEED

This indenture made this 23rd day of October, 2020, by and between **Thomas B. Meritt** and **Tracy H. Meritt**, as party of the first part, hereinafter called "**Grantor**" and, **Tracy Hoppal Meritt and Thomas Bernard Meritt**, as *joint tenants with rights of survivorship and not as tenants in common*, as party of the second part, hereinafter called **Grantee**. (The words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold alienated, conveyed, and confirmed and by these presents does grant, bargain, sell alienate, and confirm unto said Grantee, as *joint tenants with rights of survivorship and not as tenants in common*, the following described property:

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference

*** This Transfer is subject to any, easements, covenants and restrictions of record.***

To have and to hold said tract or parcel of land, with all the rights, members, appurtenances thereof, to the same being, belonging, or in any ways appertaining, to the only proper use, benefit, and behalf of said Grantee forever in **Fee Simple**, as *joint tenants with rights of survivorship and not as tenants in common*

And the Said Grantor(s), for themselves, their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through, or under the said Grantors.

In Witness hereof the Grantor has signed, sealed and delivered this Limited Warranty Deed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Laura Mayes

Witness

[Signature]

Notary Public



Thomas B. Meritt
Thomas B. Meritt

Tracy H. Meritt
Tracy H. Meritt

Exhibit "A"
Property Description

All that tract or parcel of land lying and being in Land Lot 267 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lot 15, Morgan's Run Subdivision, Phase 2, as per plat recorded in Plat Book 118, Page 1438, as revised in Plat Book 118, Pages 1965-1967, Cherokee County, Georgia Records, which plat is incorporated herein by reference and made a part of this description. Said property being known as 224 Woodford Drive according to the present system of numbering property in Cherokee County Georgia.

Tax ID#: 15N20A-215

Subject to any Easements or Restrictions of Record

BM Agenda Item V-A

Return to:
O'Kelley & Sorohan, Attorneys at Law, LLC
2400 Lakeview Parkway, Suite 100
Alpharetta, GA 30009
File No.: 02-215196-REG

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made on 14th day of June, 2022, between

Nicole Renee Zaffuto and Lucas Anthony Zaffuto

(hereinafter referred to as "Grantor") and

Ahmad Ghazi Eld

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

All that tract or parcel of land lying and being in Land Lot 267 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lot 18, Morgan's Run, Phase 2, as per plat recorded in Plat Book 118, Pages 1965-1967, as revised in Plat Book 118, Pages 2343-2345, Cherokee County, Georgia, Records, as may be amended, which said plat is incorporated herein by reference thereto.

TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission expires: 10/15/2024

Nicole Renee Zaffuto

Lucas Anthony Zaffuto



Return Recorded Document to:

Hartmanlaw, LLC
145 Towne Lake Parkway
Suite 200
Woodstock, GA 30188

Parcel Number: 15N20A 225

FILE #: W-22-452

**LIMITED
WARRANTY DEED
WITH RIGHTS OF SURVIVORSHIP**

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE made this **27th day of April, 2022**, between **Steven R. Baer and Glinda A. Baer**, of the County of **CHEROKEE**, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Stephanie Brunner and Erik Brunner**, as joint tenants with rights of survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 267 OF THE 15TH DISTRICT, 2ND SECTION, OF CHEROKEE COUNTY, GEORGIA, IN THE CITY OF HOLLY SPRINGS, BEING LOT 25, IN THE MORGANS RUN SUBDIVISION, PHASE 2, AS PER PLAT RECORDED IN PLAT BOOK 118, PAGE 1965-1967, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

For Informational Purposes Only

Property Address: 213 Woodford Drive, Canton, GA 30115

Parcel ID: 15N20A 225

This Deed is given subject to all easements and restrictions of record.



FINANCIAL HIGHLIGHTS
May 31, 2023



Budget Summary
42% of year lapsed

	2022 Year End (unaudited)	2023 Budget	2023 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	11,098,761	12,050,000	4,450,998	36.94%
Operating Grant Fund	75,353	75,000	46,100	61.47%
American Rescue Plan (ARP) Act of 2021	2,003	5,769,200	28,491	0.49%
Parks & Recreation Fund	484,836	500,000	2,095,110	419.02%
Tax Allocation District	279,561	300,135	122,479	40.81%
Hotel/Motel Tax Fund	4,765	6,000	2,008	33.47%
Urban Redevelopment Agency	3,785,668	3,454,000	1,752,577	50.74%
SPLOST III Fund	2,982	290,000	22,150	7.64%
SPLOST V Fund	4,272,346	11,835,000	3,212,048	27.14%
Town Center Fund	4,185,668	3,754,000	2,077,577	55.34%
Debt Service Fund	649,368	2,300,135	2,558,430	111.23%
Stormwater Utility Fund	471,014	470,000	12,703	2.70%
TOTAL REVENUES - ALL FUNDS	\$ 25,312,324	\$ 40,803,470	\$ 16,380,672	40.15%

EXPENDITURES/EXPENSES BY FUND				
General Fund	12,019,301	12,050,000	6,664,299	55.31%
Operating Grant Fund	75,353	75,000	67,906	90.54%
American Rescue Plan (ARP) Act of 2021	-	5,769,200	3,239,490	56.15%
Parks & Recreation Fund	291,689	500,000	2,167,658	433.53%
Tax Allocation District	-	300,135	39,619	13.20%
Hotel/Motel Tax Fund	3,945	6,000	-	0.00%
Urban Redevelopment Agency	3,785,668	3,454,000	1,752,577	50.74%
SPLOST III Fund	47,014	290,000	41,530	14.32%
SPLOST V Fund	4,058,237	11,835,000	2,599,331	21.96%
Town Center Fund	4,374,655	3,754,000	1,666,265	44.39%
Debt Service Fund	1,081,371	2,300,135	708,078	30.78%
Stormwater Utility Fund	676,022	470,000	64,518	13.73%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 26,413,255	\$ 40,803,470	\$ 19,011,271	46.59%



**Comparison to Prior Year
42% of year lapsed**

	05/31/2022 Actual (unaudited)	2022 Annual Amended Budget	% of Annual Budget	05/31/2023 Actual	2023 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	2,304,363	12,450,000	18.51%	4,450,998	12,050,000	36.94%
Operating Grant Fund	30,755	90,000	34.17%	46,100	75,000	61.47%
American Rescue Plan (ARP) Act of 2021	589	5,767,700	0.01%	28,491	5,769,200	0.49%
Parks & Recreation Fund	194,006	407,150	47.65%	2,095,110	500,000	419.02%
Tax Allocation District	-	275,000	0.00%	122,479	300,135	40.81%
Hotel/Motel Tax Fund	1,641	6,000	27.35%	2,008	6,000	33.47%
Urban Redevelopment Agency	1,152,517	9,375,000	12.29%	1,752,577	3,454,000	50.74%
SPLOST III Fund	-	286,000	0.00%	22,150	290,000	7.64%
SPLOST V Fund	1,285,244	7,950,000	16.17%	3,212,048	11,835,000	27.14%
Town Center Fund	1,152,517	9,428,400	12.22%	2,077,577	3,754,000	55.34%
Debt Service Fund	-	1,084,000	0.00%	2,558,430	2,300,135	111.23%
Stormwater Utility Fund	17,551	460,000	3.82%	12,703	470,000	2.70%
TOTAL REVENUES - ALL FUNDS	\$ 6,139,183	\$ 47,579,250	12.90%	\$ 16,380,672	\$ 40,803,470	40.15%
EXPENDITURES/EXPENSES BY FUND						
General Fund	5,607,737	10,375,000	54.05%	6,664,299	12,050,000	55.31%
Operating Grant Fund	30,972	90,000	34.41%	67,906	75,000	90.54%
American Rescue Plan (ARP) Act of 2021	-	5,767,700	0.00%	3,239,490	5,769,200	56.15%
Parks & Recreation Fund	40,444	407,150	9.93%	2,167,658	500,000	433.53%
Tax Allocation District	-	-	0.00%	39,619	300,135	13.20%
Hotel/Motel Tax Fund	3,395	6,000	56.58%	-	6,000	0.00%
Urban Redevelopment Agency	1,152,517	9,375,000	12.29%	1,752,577	3,454,000	50.74%
SPLOST III Fund	-	286,000	0.00%	41,530	290,000	14.32%
SPLOST V Fund	1,113,694	7,950,000	14.01%	2,599,331	11,835,000	21.96%
Town Center Fund	997,111	9,428,400	10.58%	1,666,265	3,754,000	44.39%
Debt Service Fund	387,351	2,000,000	19.37%	708,078	2,300,135	30.78%
Stormwater Utility Fund	110,868	460,000	24.10%	64,518	470,000	13.73%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 9,444,090	\$ 46,145,250	20.47%	\$ 19,011,271	\$ 40,803,470	46.59%



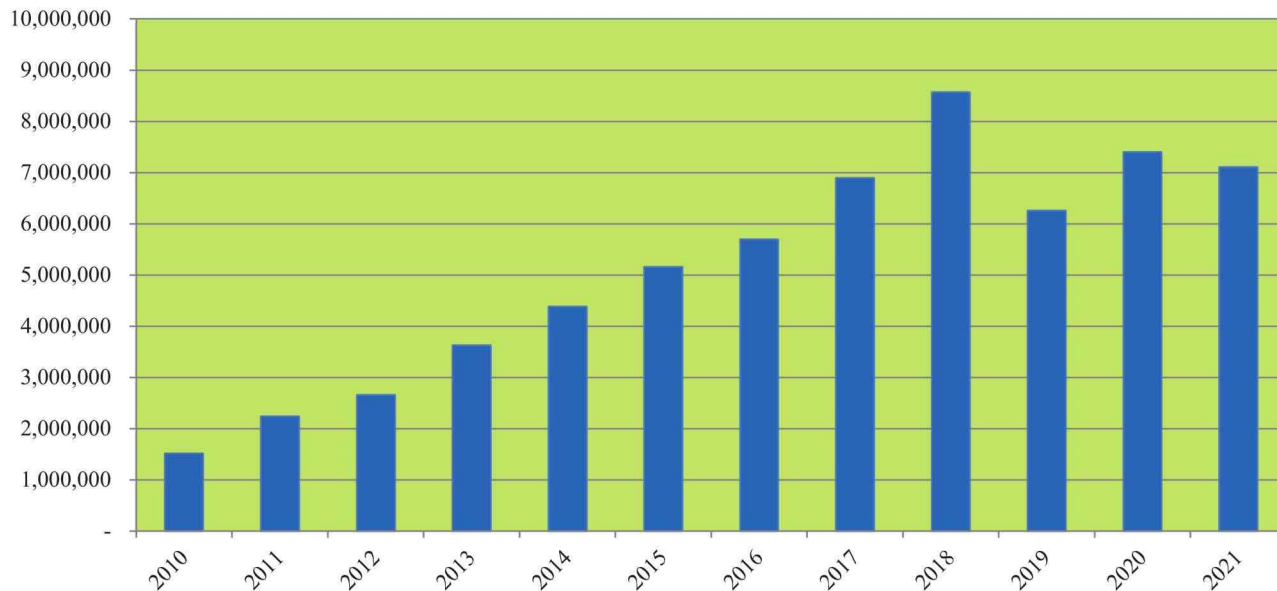
Changes in Fund Balance/Net Position
As of May 31, 2023

Unaudited

Fund	Balance as of 1/1/2023 (unaudited)	Revenues	Expenditures/ Expenses	Balance as of 5/31/2023	Net Increase/ (Decrease)
General Fund	7,115,239	4,450,998	6,664,299	4,901,939	(2,213,301)
Operating Grant Fund	37,137	46,100	67,906	15,331	(21,806)
American Rescue Plan (ARP) Act of 2021	5,769,075	28,491	3,239,490	2,558,076	(3,210,999)
Parks & Recreation Fund	979,642	2,095,110	2,167,658	907,094	(72,548)
Tax Allocation District	279,561	122,479	39,619	362,421	82,860
Hotel/ Motel Tax Fund	9,350	2,008	-	11,359	2,008
Urban Redevelopment Agency	-	1,752,577	1,752,577	-	-
SPLOST III Fund	19,381	22,150	41,530	-	(19,381)
SPLOST V Fund	(318,356)	3,212,048	2,599,331	294,361	612,717
Town Center Fund	(359,093)	2,077,577	1,666,265	52,220	411,313
Debt Service Fund	3,314	2,558,430	708,078	1,853,666	1,850,352
Stormwater Utility Fund	5,448,558	12,703	64,518	5,396,744	(51,814)
	\$ 18,983,809	\$ 16,380,672	\$ 19,011,271	\$ 16,353,210	\$ (2,630,599)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

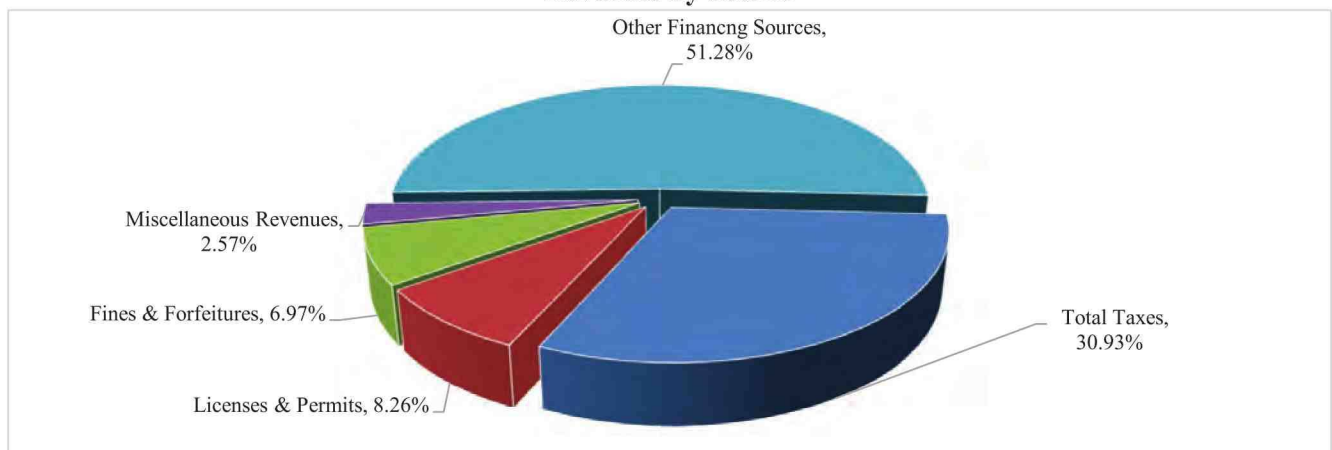




Budget Comparison Report - General Fund
42% of year lapsed

REVENUES	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Property Taxes	5,136	6,105,000	148,292	2.43%
Motor Vehicle Taxes	2,290	40,000	9,837	24.59%
Motor Vehicle Title Ad Valorem Tax	62,600	700,000	370,055	52.86%
Mobile Home Tax	-	150	87	57.79%
Recording Intangible Taxes	4,641	100,000	23,813	23.81%
Penalties & Interest	538	10,000	5,594	55.94%
Fifa Fees	180	2,000	1,500	75.00%
Franchise Tax	-	525,000	568,449	108.28%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	3,114	20,000	4,104	20.52%
Business & Occupation Tax	5,985	80,000	66,338	82.92%
Financial Institutions Tax	-	2,500	2,449	97.96%
Insurance Premium Tax	-	1,500,000	-	0.00%
Total Taxes	127,930	9,658,150	1,376,582	14.25%
Licenses & Permits	154,161	1,501,310	367,751	24.50%
Fines & Forfeitures	41,754	548,450	310,077	56.54%
Miscellaneous Revenues	8,358	64,978	54,394	83.71%
Interest Income	14,999	15,000	59,861	399.08%
Transfer from Other Funds	-	-	1,920,000	100%
Proceeds from the Sale of Assets	69,835	25,000	69,835	279.34%
Inception of Capital Leases	-	232,112	292,498	126.02%
Donation from Private Sources	-	5,000	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 417,037	\$ 12,050,000	\$ 4,450,998	36.94%

Revenues by Source



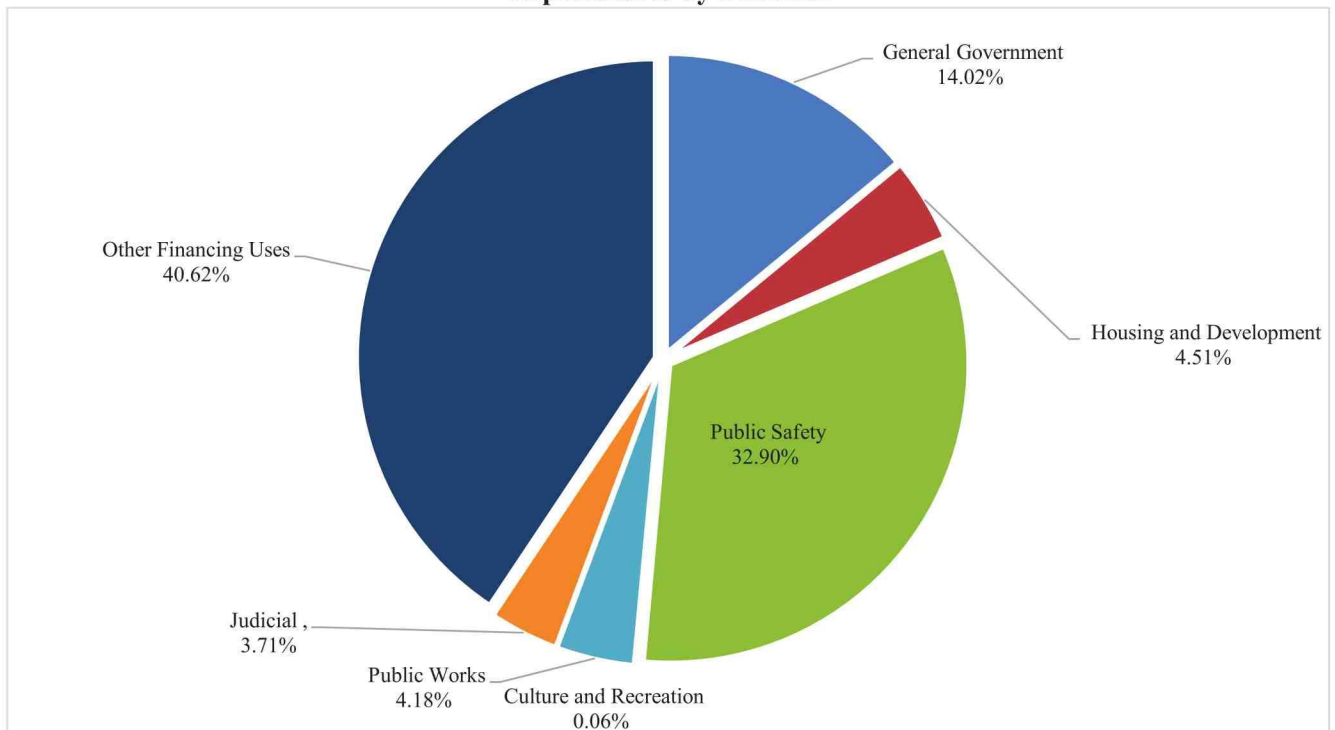


Budget Comparison Report - General Fund

42% of year lapsed

EXPENDITURES	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
General Government	(1,463,493)	2,062,948	934,136	45.28%
Housing and Development	53,375	793,905	300,523	37.85%
Public Safety	355,120	4,799,724	2,192,435	45.68%
Culture and Recreation	-	39,000	4,029	10.33%
Public Works	67,337	3,760,280	278,742	7.41%
Judicial	39,669	434,771	247,110	56.84%
Other Financing Uses	-	-	2,707,324	100%
TOTAL GENERAL FUND EXPENDITURES	\$ (947,993)	\$ 11,890,628	\$ 6,664,299	56.05%

Expenditures by Function





Budget Comparison Report - All Funds
42% of year lapsed

Unaudited

	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	11,098,761	12,050,000	4,450,998	36.94%
Expenditures:	12,019,301	12,050,000	6,664,299	55.31%
Excess Revenues over (under) Expenditures	(920,540)	-	(2,213,301)	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	2,003	5,769,200	28,491	0.49%
Expenditures:	-	5,769,200	3,239,490	56.15%
Excess Revenues over (under) Expenditures	2,003	-	(3,210,999)	
<u>OPERATING GRANT FUND</u>				
Revenues:	75,353	75,000	46,100	61.47%
Expenditures:	75,353	75,000	67,906	90.54%
Excess Revenues over (under) Expenditures	-	-	(21,806)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	484,836	500,000	2,095,110	419.02%
Expenditures:	291,689	500,000	2,167,658	433.53%
Excess Revenues over (under) Expenditures	193,147	-	(72,548)	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	279,561	300,135	122,479	40.81%
Expenditures:	-	300,135	39,619	13.20%
Excess Revenues over (under) Expenditures	279,561	-	82,860	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	4,765	6,000	2,008	33.47%
Expenditures:	3,945	6,000	-	0.00%
Excess Revenues over (under) Expenditures	820	-	2,008	



Budget Comparison Report - All Funds
42% of year lapsed

Unaudited				
	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	3,785,668	3,454,000	1,752,577	50.74%
Expenditures:	3,785,668	3,454,000	1,752,577	50.74%
Excess Revenues over (under) Expenditures	-	-	-	
<u>SPLOST III FUND</u>				
Revenues:	2,982	290,000	22,150	7.64%
Expenditures:	47,014	290,000	41,530	14.32%
Excess Revenues over (under) Expenditures	(44,032)	-	(19,381)	
<u>SPLOST V FUND</u>				
Revenues:	4,272,346	11,835,000	3,212,048	27.14%
Expenditures:	4,058,237	11,835,000	2,599,331	21.96%
Excess Revenues over (under) Expenditures	214,109	-	612,717	
<u>TOWN CENTER FUND</u>				
Revenues:	4,185,668	3,754,000	2,077,577	55.34%
Expenditures:	4,374,655	3,754,000	1,666,265	44.39%
Excess Revenues over (under) Expenditures	(188,987)	-	411,313	
<u>DEBT SERVICE FUND</u>				
Revenues:	649,368	2,300,135	2,558,430	111.23%
Expenditures:	1,081,371	2,300,135	708,078	30.78%
Excess Revenues over (under) Expenditures	(432,003)	-	1,850,352	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	471,014	470,000	12,703	2.70%
Expenses:	676,022	470,000	64,518	13.73%
Excess Revenues over (under) Expenses	(205,008)	-	(51,814)	



Investments
As of May 31, 2023

Ameris Bank

Downtown Development Authority - CD .75%	36,476
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Subtotal Ameris Bank	\$ 36,476
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Goldman Sachs Autocallable GS Momentum Builder	213,066
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	303,672
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	252,138
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	506,551
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	509,409
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	249,105
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	251,058
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024	75,435

Subtotal South State Investment Services	\$ 2,360,435
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Total Investments	\$ 2,396,912
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Cash
As of May 31, 2023

Ameris Bank

Downtown Development Authority - Checking	70,290
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Subtotal Ameris Bank	\$ 70,290
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South State Bank

General Fund	2,574,986
Main Street Board	96,779
American Rescue Plan (ARP) Act of 2021	2,558,076
Parks & Recreation Fund	874,574
Tax Allocation District (TAD)	244,945
Hotel Motel Tax Fund	10,822
Money Market Account	6,096,833
Municipal Court Fund	36,024
Operating Grant Fund	23,065
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST V	108,337
Town Center Fund	344,523
Debt Service Fund	1,853,666
Stormwater Utility Fund	46,889
Tree Replacement Fund	4,421

Subtotal South State Bank	\$ 14,881,432
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South State Investment Services

Budget Stabilization Cash Account	90
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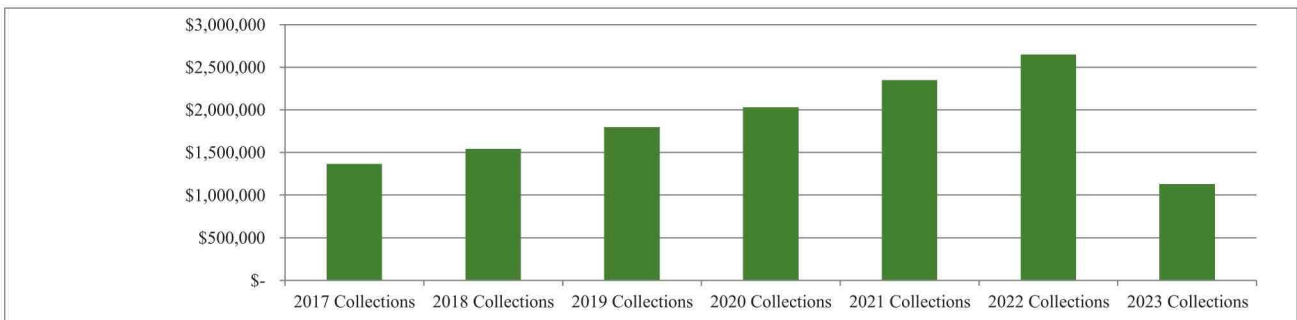
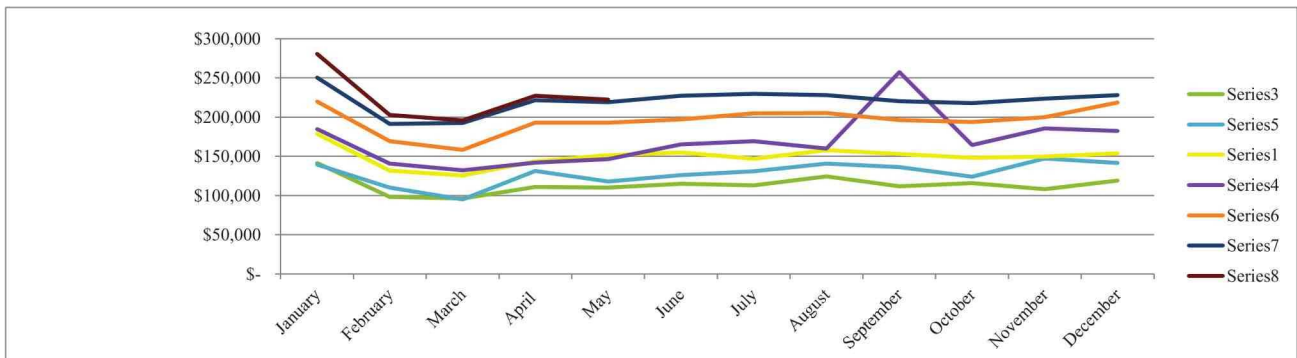
Subtotal South State Investment Services	\$ 90
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Total Cash	\$ 14,951,812
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Special Purpose Local Option Sales Tax Collections
As of May 31, 2023

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	2022 Collections	2023 Collections	% Change from Prior Year
January	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	\$ 250,695	\$ 280,583	11.92%
February	98,189	109,987	131,700	140,587	169,237	191,168	202,766	6.07%
March	96,130	94,765	125,375	131,947	158,258	192,686	195,742	1.59%
April	111,048	131,392	143,535	141,914	193,138	221,796	227,217	2.44%
May	110,063	117,981	151,269	146,483	193,137	219,102	222,579	1.59%
June	114,965	126,193	154,922	165,255	197,249	227,296		
July	113,172	131,005	146,946	169,488	204,832	229,938		
August	124,429	140,651	158,066	160,110	205,351	228,172		
September	111,901	136,184	153,139	257,264	196,323	220,495		
October	115,857	124,067	148,285	164,463	193,776	217,820		
November	108,048	147,256	149,921	185,812	199,817	223,696		
December	119,270	141,583	153,903	182,579	218,887	228,006		
	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 2,349,931	\$ 2,650,872	\$ 1,128,889	





**Downtown Development Authority
As of May 31, 2023**

Revenues	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Miscellaneous Revenue	-	5,000	-	0.00%
Proceeds from Sale of Property	-	2,300,000	2,000,000	86.96%
TOTAL REVENUES	\$ -	\$ 2,305,000	\$ 2,000,000	86.77%

Expenditures				
Dues & Fees	-	500	-	0.00%
Training	100	250	100	40.00%
Water & Sewer	-	250	-	0.00%
Other Expenditures	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	-	2,300,000	2,000,000	86.96%
TOTAL EXPENDITURES	\$ 100	\$ 2,305,000	\$ 2,000,100	86.77%



GENERAL FUND REVENUE DETAIL
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	5,136	6,105,000	148,292	2.43%
Real Property Tax - Public Utility	-	58,000	-	0.00%
Personal Property Tax	364	180,000	20,332	11.30%
Motor Vehicle Tax	2,290	40,000	9,837	24.59%
Motor Vehicle Title Ad Valorem Tax	62,600	700,000	370,055	52.86%
Apportioned Vehicles (AAVT)	-	4,000	4,129	103.23%
Mobile Home Tax	-	150	87	57.79%
Intangible Tax	4,641	100,000	23,813	23.81%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	3,114	20,000	4,104	20.52%
Franchise Tax - Electric	-	525,000	568,449	108.28%
Franchise Tax - Gas	-	100,000	55,038	55.04%
Franchise Tax - Cable	41,666	225,000	93,772	41.68%
Franchise Tax - Telephone	1,417	5,500	2,793	50.78%
Business & Occupational Tax	5,985	80,000	66,338	82.92%
Insurance Premium Tax	-	1,500,000	-	0.00%
Financial Institutions Tax	-	2,500	2,449	97.96%
Penalties & Interest	538	10,000	5,594	55.94%
FiFa Fees	180	2,000	1,500	75.00%
Total Taxes	127,930	9,658,150	1,376,582	14.25%
Alcoholic Beverage Licenses	2,500	75,000	2,600	3.47%
Alcohol Pouring Permit	360	5,000	2,325	46.50%
Zoning and Land Use Permits	30	12,500	6,540	52.32%
Planning and Development Fees	-	25,000	-	0.00%
Sign Permit Fees	50	2,500	450	18.00%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	30	-	0.00%
Personal Transportation Veh Permit	10	30	10	33.33%
Other Licenses and Permits	350	5,000	700	14.00%
Building Permit Revenue	103,809	1,000,000	253,510	25.35%
Certificate of Occupancy Fees	9,000	150,000	30,500	20.33%
Building Permit - Reinspection Fees	950	25,000	1,400	5.60%
Building Permit-Sub Fee	5,273	75,000	18,571	24.76%
Occupational Tax Late Fees	538	1,000	692	69.19%
Plan Review Fees	31,291	125,000	50,453	40.36%
Total Licenses and Permits	154,161	1,501,310	367,751	24.50%
Municipal Court Fines	41,117	500,000	292,775	58.56%
Cash confiscations-Forfeitures	-	250	-	0.00%
Proceeds From Sale of Confiscations	-	750	665	88.67%
Court Costs	137	12,000	137	1.14%
Drug Testing Fees	-	150	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	500	30,000	16,500	55.00%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	41,754	548,450	310,077	56.54%



GENERAL FUND REVENUE DETAIL
As of May 31, 2023

	May 2023		YTD	% of Annual
	Transactions	2023 Budget	Transactions	Budget
Grant Revenue	1,338	5,000	9,998	199.96%
Probation Fees	1,543	20,000	7,701	38.51%
Printing and Duplicating Service Fees	-	200	70	34.87%
Advertising Fees	-	500	-	0.00%
Accident/Incident Reports	-	2,000	850	42.50%
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	165	750	440	58.67%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	101	10,428	3,124	29.96%
Rents and Royalties	-	5,000	-	0.00%
Reimbursement for Damaged Property	5,211	2,500	13,712	548.47%
Total Miscellaneous Income	8,358	64,978	54,394	83.71%
Interest Revenue	14,999	10,000	59,861	598.61%
Unrealized Gain or Loss on Investments	-	5,000	-	0.00%
Total Investment Income	14,999	15,000	59,861	399.08%
Inception of Capitla Leases	-	232,112	292,498	126.02%
Transfers from other funds	1,920,000	-	1,920,000	100%
Proceeds from Sale of Assets	69,835	25,000	69,835	279.34%
Donations from Private Sources	-	5,000	-	0.00%
Total Other Financing Sources	1,989,835	262,112	2,282,333	870.75%
TOTAL GENERAL FUND REVENUES	\$ 2,337,037	\$ 12,050,000	\$ 4,450,998	36.94%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	17,500	41.67%
Employee Benefits-Medical	7,575	90,863	37,878	41.69%
Employee Benefits-Dental	325	3,854	1,624	42.15%
Employee Benefits-ADD Life	69	882	415	47.08%
FICA	131	2,604	656	25.19%
Medicare	31	609	153	25.19%
Employee Benefits-Retirement	291	3,488	1,453	41.67%
Unemployment	17	144	84	58.33%
Workers Comp Insurance	4	107	118	110.02%
Total Salaries and Benefits	11,942	144,551	59,883	41.43%
Communications	45	600	226	37.74%
Travel	-	2,000	-	0.00%
Dues and Fees	244	750	869	115.87%
Education and Training	-	3,500	630	18.00%
Other Expenditures	22	500	186	37.25%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	-	0.00%
Other Supplies - Uniforms	-	350	-	0.00%
Total Operations	311	8,200	1,912	23.31%
City Manager				
Salaries & Wages	13,073	169,950	65,365	38.46%
Employee Benefits-Medical	839	10,162	4,196	41.29%
Employee Benefits-Dental	92	1,086	458	42.20%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	84	1,008	504	50.00%
FICA	808	9,114	4,042	44.35%
Medicare	189	2,464	945	38.36%
Employee Benefits-Retirement	1,176	14,115	5,881	41.67%
Unemployment	-	38	46	120.00%
Workers' Comp. Insurance	30	727	800	110.01%
Total Salaries and Benefits	16,304	208,811	82,311	39.42%
Communications	40	600	351	58.57%
Travel	-	50	-	0.00%
Dues and Fees	632	2,000	1,339	66.96%
Education and Training	299	1,500	299	19.93%
Other Expenditures	0	1,000	787	78.71%
General Supplies and Materials	50	250	50	19.92%
Small Equipment	-	-	440	100%
Total Operations	1,021	5,400	3,266	60.49%
City Clerk				
Salaries & Wages	13,756	165,576	53,893	32.55%
Employee Benefits-Medical	2,036	51,786	10,133	19.57%
Employee Benefits-Dental	49	1,658	244	14.71%
Employee Benefits-ADD Life	31	368	123	33.30%
Employee Benefits-Disability	116	1,078	480	44.49%
FICA	818	10,266	3,164	30.82%
Medicare	191	2,401	740	30.82%
Employee Benefits-Retirement	1,146	13,752	5,730	41.67%
Unemployment	22	95	119	125.32%
Workers' Comp. Insurance	17	422	464	110.01%
Total Salaries and Benefits	18,182	247,402	75,090	30.35%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	5,000	-	0.00%
Communications	252	300	342	114.14%
Advertising	-	250	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	2,411	6,500	4,007	61.64%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	158	31.53%
General Supplies and Materials	138	250	162	64.84%
General Supplies - Postage	13	200	40	20.20%
Small Equipment	232	3,500	1,524	43.53%
Software	-	21,000	3,432	16.34%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	3,046	41,650	9,665	23.21%
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	100%
Total Operations	-	1,500	-	100.00%
Contingency				
Contingency	-	120,500	-	0.00%
Total Operations	-	120,500	-	0.00%
Financial Administration				
Salaries & Wages	17,842	220,027	84,014	38.18%
Employee Benefits-Medical	5,380	81,993	23,819	29.05%
Employee Benefits-Dental	44	2,173	220	10.11%
Employee Benefits-ADD Life	37	441	196	44.44%
Employee Benefits-Disability	162	1,417	866	61.15%
FICA	1,025	13,642	4,871	35.71%
Medicare	240	3,190	1,139	35.71%
Employee Benefits-Retirement	1,523	18,275	7,615	41.67%
Unemployment	-	114	137	120.00%
Workers' Comp. Insurance	23	561	617	110.01%
Total Salaries and Benefits	26,276	341,833	123,494	36.13%
Professional Services - Audit	12,800	27,750	12,800	46.13%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	-	2,000	-	0.00%
Travel	-	150	-	0.00%
Dues and Fees	3,174	12,500	6,824	54.59%
Education and Training	150	1,500	450	30.00%
Other Expenditures	68	150	204	135.76%
General Supplies and Materials	-	1,000	1,034	103.39%
General Supplies-Postage	172	6,000	914	15.24%
Small Equipment	-	250	212	84.72%
Software	2,475	5,200	2,475	47.60%
Total Operations	18,839	58,000	24,913	42.95%
Licensing				
Salaries & Wages	1,870	24,307	9,406	38.70%
Employee Benefits-Medical	751	4,674	3,792	81.13%
Employee Benefits-Dental	27	204	116	57.09%
Employee Benefits-ADD Life	6	74	37	49.65%
Employee Benefits-Disability	15	171	94	55.17%
FICA	103	1,507	518	34.34%
Medicare	24	352	121	34.39%
Employee Benefits-Retirement	168	2,019	841	41.67%
Unemployment	-	19	23	120.00%
Workers' Comp. Insurance	1	31	34	110.00%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	<u>2,965</u>	<u>33,358</u>	<u>14,983</u>	<u>44.91%</u>
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	228	1,500	357	23.79%
Other Supplies-Uniforms	-	75	-	0.00%
<i>Total Operations</i>	<u>228</u>	<u>1,675</u>	<u>357</u>	<u>21.30%</u>
<i>Legal</i>				
Professional Services - Legal	825	15,000	13,481	89.87%
<i>Total Operations</i>	<u>825</u>	<u>15,000</u>	<u>13,481</u>	<u>89.87%</u>
<i>Information Technology</i>				
Salaries & Wages	6,128	79,660	30,354	38.10%
Employee Benefits-Medical	795	18,119	3,976	21.94%
Employee Benefits-Dental	92	1,086	458	42.21%
Employee Benefits-ADD Life	8	147	48	32.49%
Employee Benefits-Disability	56	480	323	67.25%
FICA	357	4,939	1,764	35.72%
Medicare	83	1,155	413	35.72%
Employee Benefits-Retirement	551	6,616	2,757	41.67%
Unemployment	-	38	46	120.00%
Workers' Comp. Insurance	8	203	223	110.01%
<i>Total Salaries and Benefits</i>	<u>8,078</u>	<u>112,443</u>	<u>40,361</u>	<u>35.90%</u>
Professional Services		25,000	-	0.00%
Communications	122	600	380	63.41%
Dues and Fees	134	500	461	92.24%
Other Expenditures	-	250	15	6.07%
General Supplies and Materials	-	500	2	0.40%
Small Equipment	139	3,500	6,673	190.65%
Software	51,835	135,000	127,467	94.42%
<i>Total Operations</i>	<u>52,231</u>	<u>165,350</u>	<u>134,998</u>	<u>81.64%</u>
<i>Human Resources</i>				
Salaries & Wages	4,437	57,686	19,968	34.62%
Employee Benefits-Medical	421	5,081	2,107	41.46%
Employee Benefits-Dental	14	164	68	41.65%
Employee Benefits-ADD Life	6	74	37	49.64%
Employee Benefits-Disability	40	389	240	61.63%
FICA	269	3,577	1,212	33.88%
Medicare	63	836	283	33.90%
Employee Benefits-Retirement	399	4,791	1,996	41.67%
Unemployment	-	19	12	65.68%
Workers' Comp. Insurance	6	147	162	110.01%
<i>Total Salaries and Benefits</i>	<u>5,656</u>	<u>72,764</u>	<u>26,085</u>	<u>35.85%</u>



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services - Audit	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	23	300	113	37.74%
Travel	-	1,000	-	0.00%
Dues and Fees	540	1,500	861	57.38%
Education and Training	285	1,000	285	28.50%
Other Expenditures	-	500	44	8.85%
General Supplies and Materials	-	250	297	118.91%
General Supplies-Postage	-	200	-	0.00%
Small Equipment	28	3,500	247	7.07%
Software	-	6,000	1,167	19.44%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	875	44,500	3,015	6.77%
Risk Management				
Professional Services	15,000	15,000	15,000	100.00%
Liability Insurance	92,698	256,800	182,783	71.18%
Total Operations	107,698	271,800	197,783	72.77%
General Government Building				
Salaries & Wages	4,762	67,365	23,461	34.83%
Employee Benefits-Medical	790	10,162	3,953	38.90%
Employee Benefits-Dental	27	326	137	41.89%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	32	334	193	57.64%
FICA	286	4,177	1,413	33.83%
Medicare	67	977	331	33.83%
Employee Benefits-Retirement	327	3,926	1,636	41.67%
Unemployment	6	76	73	96.04%
Workers' Comp. Insurance	202	4,921	5,414	110.01%
Total Salaries and Benefits	6,513	92,411	36,682	39.69%
Issuance Cost	45,000	-	45,000	100%
Professional Services	-	250	-	0.00%
Disposal - Garbage	31	500	123	24.55%
Lawn Care	-	350	144	41.25%
Pest Control	289	1,600	715	44.66%
Repairs and Maintenance	1,896	16,000	2,866	17.91%
Repairs and Maintenance - Vehicles	43	2,500	9,068	362.72%
Rental of Equipment	631	6,500	2,491	38.33%
Communications	1,982	12,000	9,645	80.38%
Printing and Binding	-	-	4	100%
Dues and Fees	614	750	855	113.96%
Other Expenditures	-	2,000	171	8.56%
General Supplies and Materials	326	8,000	2,714	33.92%
General Supplies - postage	9	-	9	100%
Water and Sewer	189	2,000	5,022	251.08%
Natural Gas	93	2,000	937	46.84%
Electricity	915	15,000	4,091	27.27%
Gasoline and Diesel	262	3,500	1,255	35.85%
Small Equipment	449	2,000	750	37.51%
Software	-	750	-	0.00%
Other Supplies-Uniforms	-	100	-	0.00%
Capital Outlay - Sites	(1,059,430)	-	-	100%
Capital Outlay - Buildings	(737,781)	-	-	100%
Total Operations & Capital	(1,744,483)	75,800	85,858	113.27%
TOTAL GENERAL GOVERNMENT	\$ (1,463,493)	\$ 2,062,948	\$ 934,136	45.28%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Municipal Court</i>				
Salaries & Wages	12,698	177,070	63,569	35.90%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	4,620	55,613	23,103	41.54%
Employee Benefits-Dental	181	2,131	905	42.47%
Employee Benefits-ADD Life	37	441	221	50.00%
Employee Benefits-Disability	116	1,170	685	58.55%
FICA	742	11,040	3,695	33.47%
Medicare	174	2,582	864	33.47%
Employee Benefits-Retirement	1,149	13,793	5,747	41.67%
Unemployment	-	152	137	90.00%
Workers' Compensation	19	454	499	110.01%
<i>Total Salaries and Benefits</i>	19,735	265,446	99,425	37.46%
Professional Services - Public Defender	577	10,000	2,727	27.27%
Professional Services - Solicitor/Judge	4,000	120,000	36,000	30.00%
Rental of Equipment	115	1,750	601	34.32%
Communications	38	500	190	38.01%
Advertising	-	50	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	1,000	537	53.70%
Dues and Fees	359	750	844	112.54%
Education and Training	-	675	975	144.44%
Other Expenditures	-	150	91	60.44%
General Supplies and Materials	-	1,500	465	30.99%
General Supplies and Materials Postage	21	750	236	31.49%
Food Supplies	124	4,100	929	22.67%
Small Equipment	-	500	110	22.00%
Software	785	20,000	4,704	23.52%
Intergovernmental - Inmate Housing	55	7,500	21,890	291.87%
Payment to Other Agencies	13,861	-	77,387	100%
<i>Total Operations</i>	19,934	169,325	147,686	87.22%
TOTAL JUDICIAL	\$ 39,669	\$ 434,771	\$ 247,110	56.84%
<i>Police Administration</i>				
Salaries & Wages	39,570	566,854	205,255	36.21%
Salaries & Wages-Overtime	427	4,000	427	10.67%
Employee Benefits-Medical	7,072	95,310	36,173	37.95%
Employee Benefits-Dental	327	3,892	1,664	42.75%
Employee Benefits-ADD Life	66	956	405	42.42%
Employee Benefits-Disability	331	3,478	2,008	57.74%
FICA	2,420	35,641	12,445	34.92%
Medicare	566	8,335	2,911	34.92%
Employee Benefits-Retirement	3,769	45,231	18,846	41.67%
Unemployment	6	304	342	112.44%
Workers' Compensation	735	17,862	19,651	110.01%
<i>Total Salaries and Benefits</i>	55,289	781,863	300,126	38.39%
Professional Services	250	1,000	250	25.00%
Repair & Maintenance-Vehicle	1,249	5,500	4,118	74.86%
Rental of Equipment	521	5,000	2,326	46.52%
Communications	215	2,500	1,122	44.86%
Advertising	-	5,000	2,703	54.07%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	1,041	17.35%
Dues and Fees	2,014	5,000	3,683	73.65%
Education and Training	-	6,000	2,959	49.32%
Other Expenditures	458	2,000	570	28.48%
General Supplies and Materials	-	2,000	757	37.86%
General Supplies - Postage	23	1,000	192	19.23%
Gasoline/Diesel	1,020	18,000	4,037	22.43%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Small Equipment	-	4,000	1,707	42.67%
Software	13	1,000	67	6.68%
Other Supplies - Uniforms	-	4,500	911	20.24%
Capitaloutlay - Vehicles	-	-	45,439	100%
Total Operations and Capital	<u>5,764</u>	<u>69,100</u>	<u>71,880</u>	<u>104.02%</u>
Criminal Investigation Division				
Salaries & Wages	28,233	290,027	136,097	46.93%
Salaries & Wages-Overtime	702	6,000	2,278	37.96%
Employee Benefits-Medical	7,653	82,116	36,598	44.57%
Employee Benefits-Dental	367	4,345	1,833	42.20%
Employee Benefits-ADD Life	61	588	343	58.33%
Employee Benefits-Disability	235	1,823	1,316	72.19%
FICA	1,710	18,354	8,166	44.49%
Medicare	400	4,292	1,910	44.49%
Employee Benefits-Retirement	2,049	24,587	10,245	41.67%
Unemployment	-	152	182	120.00%
Workers' Compensation	455	11,057	12,164	110.01%
Total Salaries and Benefits	<u>41,866</u>	<u>443,341</u>	<u>211,132</u>	<u>47.62%</u>
Professional Services	-	750	-	0.00%
Repair & Maintenance-Vehicle	30	3,000	2,336	77.88%
Communications	216	1,500	1,210	80.65%
Printing and Binding	-	250	-	0.00%
Travel	-	2,000	503	25.13%
Dues and Fees	304	750	419	55.88%
Education and Training	150	2,500	245	9.80%
Other Expenditures	72	500	577	115.39%
General Supplies and Materials	-	1,000	5	0.52%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	920	10,000	3,684	36.84%
Small Equipment	-	3,000	2,962	98.73%
Software	1,850	5,500	2,650	48.19%
Other Supplies - Uniforms	-	1,000	926	92.60%
Total Operations and Capital	<u>3,543</u>	<u>31,800</u>	<u>15,517</u>	<u>48.79%</u>
Vice				
Salaries & Wages	5,146	64,598	27,323	42.30%
Salaries & Wages-Overtime	830	2,000	3,407	170.36%
Employee Benefits-Medical	795	10,162	3,974	39.10%
Employee Benefits-Dental	27	328	137	41.63%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	44	397	257	64.78%
FICA	355	4,129	1,833	44.40%
Medicare	83	966	429	44.39%
Employee Benefits-Retirement	461	5,531	2,305	41.67%
Unemployment	-	38	46	120.00%
Workers' Compensation	102	2,487	2,736	110.01%
Total Salaries and Benefits	<u>7,856</u>	<u>90,783</u>	<u>42,520</u>	<u>46.84%</u>



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Repairs & Maintenance Vehicles	6	2,500	184	7.38%
Dues and Fees	24	100	39	39.21%
Gasoline	366	5,000	1,027	20.55%
Small Equipment	-	-	-	100%
Total Operations and Capital	<u>396</u>	<u>7,600</u>	<u>1,251</u>	<u>16.46%</u>
Patrol				
Salaries & Wages	117,960	1,767,665	631,081	35.70%
Salaries & Wages-Overtime	5,755	52,000	14,809	28.48%
Employee Benefits-Medical	33,461	440,306	171,256	38.89%
Employee Benefits-Dental	1,312	19,737	6,592	33.40%
Employee Benefits-ADD Life	294	4,116	1,813	44.05%
Employee Benefits-Disability	1,069	11,314	6,495	57.41%
FICA	7,319	113,191	38,312	33.85%
Medicare	1,712	26,472	8,960	33.85%
Employee Benefits-Retirement	12,636	151,632	63,181	41.67%
Unemployment	1	1,064	1,103	103.67%
Workers' Compensation	2,805	68,189	75,017	110.01%
Total Salaries and Benefits	<u>184,323</u>	<u>2,655,686</u>	<u>1,018,619</u>	<u>38.36%</u>
Professional Services	-	5,000	-	0.00%
Repair & Maintenance	-	5,000	998	19.97%
Repair & Maintenance-Vehicle	7,312	70,000	47,778	68.25%
Communications	1,935	15,000	9,471	63.14%
Printing and Binding	-	500	54	10.80%
Travel	132	7,000	2,072	29.60%
Dues and Fees	6,117	4,000	7,217	180.42%
Education & Training	-	12,000	3,917	32.64%
Other Expenditures	82	2,000	382	19.10%
General Supplies and Materials	211	4,000	1,982	49.56%
Gasoline and Diesel	8,763	130,000	34,920	26.86%
Small Equipment	476	20,000	20,021	100.11%
Software	2,495	20,000	6,350	31.75%
Other Supplies - Uniforms	269	51,000	5,505	10.79%
Capital Outlay - Vehicles	-	-	201,620	100%
Payment to Other Agencies	-	7,500	7,018	93.57%
Total Operations and Capital	<u>27,792</u>	<u>353,000</u>	<u>349,305</u>	<u>98.95%</u>
Police Training				
Salaries & Wages	5,654	68,488	27,755	40.53%
Salaries & Wages-Overtime	-	2,000	580	29.00%
Employee Benefits-Medical	839	10,163	4,196	41.29%
Employee Benefits-Dental	27	328	137	41.63%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	47	441	280	63.41%
FICA	348	4,370	1,746	39.96%
Medicare	81	1,022	408	39.96%
Employee Benefits-Retirement	488	5,854	2,439	41.67%
Unemployment	-	38	46	120.00%
Workers' Compensation	108	2,633	2,897	110.01%
Total Salaries and Benefits	<u>7,606</u>	<u>95,484</u>	<u>40,557</u>	<u>42.47%</u>
Repair & Maintenance-Vehicle	614	2,000	1,618	80.92%
Travel	938	4,000	938	23.45%
Dues and Fees	451	750	566	75.48%
Education and Training	-	6,000	-	0.00%
General Supplies and Materials	20	2,000	262	13.09%
Weapons Supplies & Ammunition	904	40,000	904	2.26%
Gasoline and Diesel	183	2,000	500	25.02%
Small Equipment	-	10,000	1,200	12.00%
Other Supplies - Uniforms	-	500	587	117.30%
Capital Outlay - Vehicles	-	-	45,439	100%



**General Fund Expenditures
As of May 31, 2023**

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental	-	2,500	2,500	100.00%
<i>Total Operations and Capital</i>	3,110	69,750	54,514	78.16%
<i>Police Stations and Buildings</i>				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	92	1,500	368	24.55%
Pest Control	289	1,000	469	46.88%
Repairs and Maintenance	1,321	12,000	5,094	42.45%
Rental of Land & Building	3,521	45,000	21,128	46.95%
Communications	1,942	12,000	9,444	78.70%
General Supplies and Materials	311	3,000	1,413	47.10%
Water/Sewer	450	5,000	1,993	39.85%
Electricity	915	12,000	3,997	33.30%
Small Equipment	310	9,200	310	3.37%
Software	-	1,300	-	0.00%
<i>Total Operations</i>	9,151	102,250	44,215	43.24%
<i>Probation</i>				
Salaries & Wages	5,976	68,691	28,983	42.19%
Employee Benefits-Medical	843	10,161	4,150	40.84%
Employee Benefits-Dental	27	328	137	41.63%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	51	426	297	69.71%
FICA	368	4,259	1,786	41.95%
Medicare	86	996	418	41.95%
Employee Benefits-Retirement	475	5,705	2,377	41.67%
Unemployment	-	38	46	120.00%
Workers' Compensation	106	2,566	2,823	110.01%
<i>Total Salaries and Benefits</i>	7,945	93,317	41,090	44.03%
Communications	40	500	201	40.29%
Travel	-	500	-	0.00%
Dues and Fees	60	250	98	39.21%
Education and Training	-	250	-	0.00%
General Supplies and Materials	-	250	30	12.10%
Software	250	3,000	1,250	41.67%
Other Supplies - Uniforms	130	1,000	130	13.00%
<i>Total Operations and Capital</i>	480	5,750	1,710	29.73%
<i>Fire Services</i>				
Intergovernmental-Fire Services	-	-	-	0.00%
Total Fire Services	-	-	-	0.00%
TOTAL PUBLIC SAFETY	\$ 355,120	\$ 4,799,724	\$ 2,192,435	45.68%
<i>Highways and Streets</i>				
Professional Services-Engineering	-	100	-	0.00%
Disposal-Garbage/Recycling	-	1,200	-	0.00%
Pest Control	-	250	699	279.60%
Repairs & Maintenance	5,353	75,000	14,743	19.66%
Repairs & Maintenance-Vehicles	6	5,000	30	0.60%
Rental of Equipment	340	2,000	1,967	98.35%
Dues and Fees	191	-	986	100%
Contract Labor	36,981	475,000	184,905	38.93%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	60	11.99%
Water and Sewer	60	-	230	100%
Electricity	55	1,500	234	15.61%
Gasoline/Diesel	274	5,000	509	10.19%
Small Equipment	-	1,000	2,780	278.05%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Capital Outlay Infrastructure	-	3,035,480	-	0.00%
Total Operations	<u>43,260</u>	<u>3,602,280</u>	<u>207,145</u>	<u>5.75%</u>
Street Lights				
Repairs & Maintenance	12,672	5,000	17,376	347.52%
Electricity-Street Lights	11,228	130,000	47,025	36.17%
Total Street Lights	<u>23,900</u>	<u>135,000</u>	<u>64,401</u>	<u>47.70%</u>
Traffic Lights				
Repairs & Maintenance	-	20,000	6,371	31.86%
Electricity-Traffic Lights	177	3,000	825	27.50%
Total Traffic Lights	<u>177</u>	<u>23,000</u>	<u>7,196</u>	<u>31.29%</u>
TOTAL PUBLIC WORKS	<u>\$ 67,337</u>	<u>\$ 3,760,280</u>	<u>\$ 278,742</u>	<u>7.41%</u>
Tree Commission				
Repairs & Maintenance	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	29	3.87%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>-</u>	<u>35,000</u>	<u>29</u>	<u>0.08%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 39,000</u>	<u>\$ 4,029</u>	<u>10.33%</u>
Building Inspections				
Salaries & Wages	12,690	224,867	75,974	33.79%
Employee Benefits-Medical	2,344	38,441	13,542	35.23%
Employee Benefits-Dental	109	1,623	609	37.52%
Employee Benefits-ADD Life	37	515	233	45.20%
Employee Benefits-Disability	142	1,521	877	57.67%
FICA	769	13,973	4,623	33.08%
Medicare	180	3,268	1,081	33.08%
Employee Benefits-Retirement	1,963	18,718	9,816	52.44%
Unemployment	-	152	182	120.00%
Workers' Compensation	108	2,621	2,883	110.01%
Total Salaries and Benefits	<u>18,343</u>	<u>305,699</u>	<u>109,821</u>	<u>35.92%</u>



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	161	3,000	650	21.65%
Communications	157	2,500	783	31.32%
Advertising -Promotions	(4,275)	10,000	-	0.00%
Printing & Binding	-	200	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	253	1,000	702	70.21%
Education and Training	-	1,000	573	57.25%
Other Expenditures	72	250	163	65.06%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	23	-	23	100%
Gasoline/Diesel	136	4,000	742	18.55%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	150	1,500	933	62.18%
Software	-	4,000	3,366	84.15%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	(3,323)	30,050	7,934	26.40%
Urban Redevelopment and Housing				
Intergovernmental	-	-	-	0.00%
Total Operations	-	-	-	100%
Planning and Zoning				
Salaries & Wages	9,699	131,441	48,153	36.63%
Employee Benefits-Medical	3,761	28,501	17,265	60.58%
Employee Benefits-Dental	100	390	464	118.94%
Employee Benefits-ADD Life	25	294	148	50.43%
Employee Benefits-Disability	118	1,057	689	65.14%
FICA	550	8,149	2,742	33.65%
Medicare	129	1,906	643	33.75%
Employee Benefits-Retirement	507	10,917	2,534	23.21%
Unemployment	(3)	76	99	130.26%
Workers' Compensation	29	6,262	5,744	91.73%
Total Salaries and Benefits	14,914	188,993	78,480	41.53%
Professional Services-Engineering	5,296	75,000	22,199	29.60%
Professional Services-Legal	551	7,000	3,561	50.88%
Technical Services - Planning	-	2,500	-	0.00%
Communications	40	600	201	33.57%
Advertising	165	20,000	858	4.29%
Printing & Binding	6,058	500	6,058	1211.68%
Travel	-	1,000	-	0.00%
Dues and Fees	1,209	2,500	1,971	78.82%
Education and Training	-	750	48	6.33%
Planning & Zoning Meeting Fees	441	3,000	1,813	60.43%
Other Expenditures	-	250	142	56.77%
General Supplies and Materials	500	250	1,485	593.87%
General Supplies - Postage	41	1,000	283	28.30%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	5,325	2130.13%
Software	-	30,500	-	0.00%
Total Operations	14,303	145,150	43,945	30.28%



General Fund Expenditures
As of May 31, 2023

	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Economic Development</i>				
Salaries & Wages	1,015	13,190	5,059	38.36%
FICA	61	819	302	36.89%
Medicare	14	191	71	36.99%
Employee Benefits - Retirement	91	1,095	456	41.67%
Workers Comp Insurance	2	56	62	110.00%
<i>Total Salaries & Benefits</i>	1,183	15,351	5,950	38.76%
Professional Services	-	-	-	0.00%
<i>Total Operations</i>	-	-	-	100.00%
<i>Main Street Program</i>				
Salaries and Wages	4,735	60,551	23,609	38.99%
Employee Benefits - Medical	1,508	18,122	7,542	41.62%
Employee Benefits - Dental	92	1,086	458	42.21%
Employee Benefits - Add Life	12	147	74	50.00%
Employee Benefits - Disability	62	635	366	57.63%
FICA	282	3,816	1,410	36.94%
Medicare	66	892	330	36.95%
Employee Benefits - Retirement	426	5,112	2,130	41.67%
Unemployment	-	38	39	102.00%
Workers Comp Insurance	11	263	289	110.02%
<i>Total Salaries and Benefits</i>	7,194	90,662	36,246	39.98%
Communications	40	600	366	61.07%
Travel	388	700	388	55.43%
Dues and Fees	334	1,400	1,399	99.92%
Education and Training	-	1,300	650	50.00%
Other Expenditures	-	-	143	100%
Supplies - Special Events	-	-	2,200	100%
Software	-	1,000	-	0.00%
<i>Total Operations</i>	762	5,000	5,147	102.93%
<i>Intergovernmental</i>				
Intergovernmental - COED	-	13,000	13,000	100.00%
Total Intergovernmental	-	13,000	13,000	100.00%
TOTAL HOUSING AND DEVELOPMENT	\$ 53,375	\$ 793,905	\$ 300,523	37.85%
<i>Capital Lease</i>				
Capital lease - Interest	3,143	-	6,046	100%
Capital lease - Other debt	-	-	78,722	100%
Capital lease Principal	8,665	113,781	15,964	14.03%
TOTAL CAPITAL LEASE	\$ 11,808	\$ 113,781	\$ 100,731	88.53%
<i>Other Financing Uses</i>				
Transfer to Other Funds	1,920,000	45,591	2,606,593	5717.34%
TOTAL OTHER FINANCING USES	\$ 1,920,000	\$ 45,591	\$ 2,606,593	5717.34%
TOTAL GENERAL FUND EXPENDITURES	\$ 983,815	\$ 12,050,000	\$ 6,664,299	55.31%



**American Rescue Plan (ARP) Act of 2021
As of May 31, 2023**

REVENUES:	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	9,209	1,500	28,491	1899.41%
Miscellaneous Revenue	-	5,767,700	-	0.00%
TOTAL REVENUES	\$ 9,209	\$ 5,769,200	\$ 28,491	0.49%
EXPENDITURES:				
Intergovernmental Fire Services	-	3,150,975	3,239,490	102.81%
Capital Outlay - Infrastructure	-	2,618,225	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,769,200	\$ 3,239,490	56.15%



**Operating Grant Fund
As of May 31, 2023**

REVENUES:	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	-	75,000	46,100	61.47%
TOTAL REVENUES	\$ -	\$ 75,000	\$ 46,100	61.47%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	16,856	75,000	67,906	90.54%
TOTAL EXPENDITURES	\$ 16,856	\$ 75,000	\$ 67,906	90.54%



Parks & Recreation Fund
As of May 31, 2023

	May 2023	2023 Budget	YTD	% of Annual
REVENUES:	Transactions		Transactions	Budget
Alcoholic Bev Excise Tax Beer & Wine	19,713	300,000	99,584	33.19%
Alcoholic Bev Excise Tax Distilled Spirit	6,672	120,000	41,083	34.24%
Local Option Mixed Drink Tax	6,306	60,000	30,198	50.33%
Penalties and Interest	39	-	267	100%
Miscellaneous Revenue	-	-	2	100%
Transfers from General Fund	1,920,000	-	1,920,000	100%
Rents and Royalties	467	20,000	3,976	19.88%
TOTAL REVENUES	\$ 1,953,197	\$ 500,000	\$ 2,095,110	419.02%
EXPENDITURES:				
Disposal - Garbage Depot	-	500	-	0.00%
Pest Control - Depot	184	750	364	48.50%
Repairs & Maintenance - Depot	839	5,000	1,110	22.21%
Communications	138	1,750	692	39.51%
General Supplies - Depot	12	1,500	12	0.80%
Water/Sewer - Depot	13	250	54	21.49%
Natural Gas - Depot	99	2,300	640	27.84%
Electricity - Depot	171	5,000	521	10.42%
Small Equipment - Depot	-	500	-	0.00%
Professional Services	-	-	3,240	100%
Capital Outlay - Buildings	-	250,000	-	0.00%
Disposal - Garbage Parks	146	1,000	584	58.37%
Lawn Care	-	8,000	3,762	47.03%
Pest Control - Parks	158	750	338	45.03%
Repairs & Maintenance - Parks	2,064	48,825	19,240	39.41%
Rental - Equipment & Land	-	1,000	-	0.00%
Communications	40	375	201	53.72%
Advertising	-	-	306	100%
Dues and Fees	-	500	420	84.00%
Contract Labor	4,425	60,000	18,375	30.63%
General Supplies and Materials - Parks	-	2,000	385	19.24%
Water/Sewer - Parks	568	6,000	2,436	40.59%
Electricity - Parks	229	3,500	1,418	40.52%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Sites	1,059,430	-	1,134,430	100%
Capital Outlay - Site Improvements	-	100,000	-	0.00%
Capital Outlay - Improv JC Mullins	-	-	49,788	100%
Capital Outlay - Improv Barrett Park	310	-	7,420	100%
Capital Outlay - Improv Barrett Spring	2,319	-	4,774	100%
Capital Outlay - Buildings	737,781	-	737,781	100%
Transfers to Other Funds	-	-	179,368	100%
			-	
TOTAL EXPENDITURES	\$ 1,808,926	\$ 500,000	\$ 2,167,658	433.53%



**Tax Allocation District Fund
As of May 31, 2023**

REVENUES:	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental Cherokee County Governr	-	59,289	4,066	6.86%
Intergovernmental Cherokee County School E	-	195,255	118,413	60.65%
Transfers from General Fund	-	45,591	-	0.00%
TOTAL REVENUES	\$ -	\$ 300,135	\$ 122,479	40.81%
EXPENDITURES:				
Transfer to Debt Service Fund	-	300,135	39,619	13.20%
TOTAL EXPENDITURES	\$ -	\$ 300,135	\$ 39,619	13.20%



Hotel/Motel Tax Fund
As of May 31, 2023

REVENUES:	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	490	6,000	2,008	33.47%
TOTAL REVENUES	\$ 490	\$ 6,000	\$ 2,008	33.47%
EXPENDITURES:				
Advertising/Promotions	-	5,000	-	0.00%
Payment to Other Agencies	-	1,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ -	0.00%



**Urban Redevelopment Agency
As of May 31, 2023**

	May 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Proceeds from General Long-term D	467,924	3,454,000	1,752,577		50.74%
TOTAL REVENUES	\$ 467,924	\$ 3,454,000	\$ 1,752,577		50.74%
EXPENDITURES:					
Transfer to Town Center Fund	467,924	3,454,000	1,752,577		50.74%
TOTAL EXPENDITURES	\$ 467,924	\$ 3,454,000	\$ 1,752,577		50.74%



**SPLOST III Fund
As of May 31, 2023**

	May 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Transfer from Other Funds	-	-	22,150		100%
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	284,036	-		0.00%
TOTAL REVENUES	\$ -	\$ 290,000	\$ 22,150		7.64%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	-	(3,067)		100%
Capital Outlay-Infrastructure	-	290,000	44,597		15.38%
TOTAL EXPENDITURES	\$ -	\$ 290,000	\$ 41,530		14.32%



**SPLOST V Fund
As of May 31, 2023**

REVENUES:	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	227,217	2,825,000	1,128,889	39.96%
Grant Revenue-LMIG	-	160,000	158,523	99.08%
Grant Revenue-SRTA	-	850,000	400,821	47.16%
Assessments - Roads & sidewalks	15,301	-	68,841	100%
Proceeds from GTIB Loan	-	8,000,000	1,454,975	18.19%
TOTAL REVENUES	\$ 242,518	\$ 11,835,000	\$ 3,212,048	27.14%
EXPENDITURES:				
Capital Outlay-Buildings	107,894	250,000.00	168,143	67.26%
Capital Outlay-Public Safety Equipment	-	10,000	9,984	99.84%
Capital Outlay-Sites	-	1,500,000	4,200	0.28%
Capital Outlay-LMIG	-	600,000	811	0.14%
Capital Outlay-HOTL Vehicle Bridge	-	-	89,035	100%
Capital Outlay-Industrial Connector	5,574	250,000	87,215	34.89%
Capital Outlay-HS Pkwy Phase II	317,795	4,750,000	2,164,883	45.58%
Capital Outlay-HS Pkwy Phase III	35,159	3,000,000	70,362	2.35%
Capital Outlay-Holly Street	-	100,000	-	0.00%
Capital Outlay-Equipment	-	25,000	-	0.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Fox Creek/Turner Village	-	250,000	4,698	1.88%
TOTAL EXPENDITURES	\$ 466,422	\$ 11,835,000	\$ 2,599,331	21.96%



Town Center Fund
As of May 31, 2023

Revenues	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	467,924	3,754,000	2,077,577	55.34%
TOTAL REVENUES	\$ 467,924	\$ 3,754,000	\$ 2,077,577	55.34%
Expenditures				
Capital Outlay - Site Improvements	499,481	3,754,000	1,570,518	41.84%
Capital Outlay - Buildings	-	-	95,313	100%
Capital Outlay - Buildings Parking Deck	-	-	434	100%
TOTAL EXPENDITURES	\$ 499,481	\$ 3,754,000	\$ 1,666,265	44.39%



Debt Service Fund
As of May 31, 2023

Revenues	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	-	2,300,135	2,558,430	111.23%
TOTAL REVENUES	\$ -	\$ 2,300,135	\$ 2,558,430	111.23%
Expenditures				
Contingency	-	814,869	-	0.00%
Debt Service - Bond Principal HSPRA	-	329,475	163,677	49.68%
Debt Service - Bond Interest HSPRA	-	29,300	15,691	53.55%
Debt Service - Bond Principal URA 2019	-	555,556	277,778	50.00%
Debt Service - Bond Principal URA 2020	115,385	230,770	115,385	50.00%
Debt Service - Bond Interest URA 2019	-	118,000	61,665	52.26%
Debt Service - Bond Interest URA 2020	34,263	67,355	34,263	50.87%
Debt Service - Bond Interest URA 2021	-	154,810	39,619	25.59%
TOTAL EXPENDITURES	\$ 149,648	\$ 2,300,135	\$ 708,078	30.78%



Stormwater Utility Fund
As of May 31, 2023

REVENUES:	May 2023	2023 Budget	YTD	% of Annual
	Transactions		Transactions	Budget
Stormwater Utility Fees	458	470,000	12,703	2.70%
TOTAL REVENUES	\$ 458	\$ 470,000	\$ 12,703	2.70%
EXPENSES:				
Salaries & Wages	4,857	58,287	24,285	41.66%
Employee Benefits - Medical Insurance	847	10,161	4,235	41.68%
Employee Benefits - Dental Insurance	27	328	135	41.16%
Employee Benefits - Disability	12	147	60	40.82%
Employee Benefits - ADD Life	31	377	155	41.11%
FICA	301	3,614	1,505	41.64%
Medicare	70	845	350	41.42%
Employee Benefits - Retirement	403	4,841	2,015	41.62%
Unemployment	3	38	15	39.47%
Workers Comp Insurance	229	2,748	1,145	41.67%
Professional Services	-	1,000	-	0.00%
Professional Services - Engineer	5,297	100,000	22,199	22.20%
Repairs & Maintenance	-	152,314	4,222	2.77%
Repairs & Maintenance - Vehicles	-	2,500	760	30.42%
Rental of Equipment	150	5,000	755	15.10%
Pest Control	-	-	125	100%
Communications	42	2,000	517	25.83%
Printing and Binding	-	100	-	0.00%
Dues and Fees	13	6,500	304	4.68%
Training	-	2,500	214	8.56%
Contract Labor	-	5,000	-	0.00%
Other Expenditures	140	250	292	116.93%
General Supplies & Materials	-	500	144	28.80%
General Supplies - Postage	-	1,500	153	10.19%
Water/Sewer	60	1,000	286	28.59%
Gasoline & Diesel	85	4,000	323	8.07%
Small Equipment	-	1,000	154	15.40%
Other Supplies-Uniforms	-	250	170	67.84%
Depreciation	-	95,000	-	0.00%
Contingency	-	4,700	-	0.00%
Capital Lease Interest	-	3,500	-	0.00%
TOTAL EXPENSES	\$ 12,567	\$ 470,000	\$ 64,518	13.73%



**Main Street Board
Budget To Actual Comparison Report
As of May 31, 2023**

Revenues	May 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	1,545	60,662	60,662	100%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	365	-	2,245	100%
Donations From Private Sources	-	5,000	-	0.00%
Rents and Royalties	-	5,000	-	0.00%
TOTAL REVENUES	\$ 1,910	\$ 95,662	\$ 62,907	65.76%

Expenditures				
Salaries & Wages	4,735	60,551	23,609	38.99%
Employee Benefits - Medical	1,508	18,122	7,542	41.62%
Employee Benefits- Dental	92	1,086	458	42.21%
Employee Benefits-Add Life	12	147	74	50.00%
Employee Benefits-Disability	62	635	366	57.63%
FICA	283	3,816	1,410	36.94%
Medicare	66	892	330	36.95%
Employee Benefits-Retirement	426	5,112	2,130	41.67%
Unemployment	-	38	39	102.00%
Workers Comp Insurance	11	263	289	110.02%
Communications	40	600	366	61.07%
Travel	388	700	388	55.43%
Dues and Fees	334	1,400	1,399	99.92%
Education and Training	-	1,300	650	50.00%
Other Expenditures	-	-	143	100%
Software	-	1,000	-	0.00%
Small Equipment	-	-	2,200	100%
TOTAL EXPENDITURES	\$ 7,956	\$ 95,662	\$ 41,393	43.27%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of May 31, 2023**

Revenues	May 2023 Transactions	2023 Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	34,980	-	0.00%
Donations from Private Source	-	20	-	0.00%
TOTAL REVENUES	\$ -	\$ 35,000.00	\$ -	0.00%
Expenditures				
Landscaping/Tree Planting & Care	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	750	29.00	3.87%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 35,000.00	\$ 29.00	0.08%

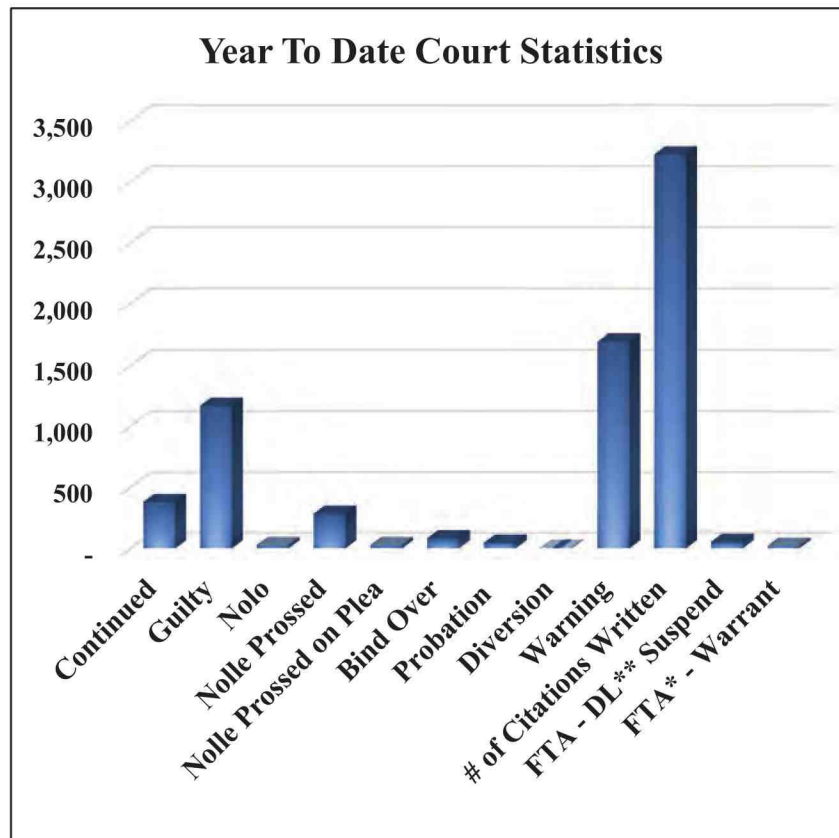


City of Holly Springs Court Statistics 2023 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	123	72	80	43	60								378
Guilty	317	226	280	155	188								1,166
Nolo	7	5	7	2	4								25
Nolle Prossed	54	60	53	51	64								282
Nolle Prossed on Plea	8	2	7	5	3								25
Bind Over	24	27	5	6	19								81
Probation	14	6	13	6	5								44
Diversion	0	3	0	0	1								4
Warning	381	289	341	323	355								1,689
# of Citations Written	654	615	649	676	629								3,223
FTA - DL** Suspend	4	23	5	6	13								51
FTA* - Warrant	8	3	4	4	1								20
	1,594	1,331	1,444	1,277	1,342	-	-	-	-	-	-	-	6,988

* Failure to Appear

** Driver's License





OPTECH

family of companies

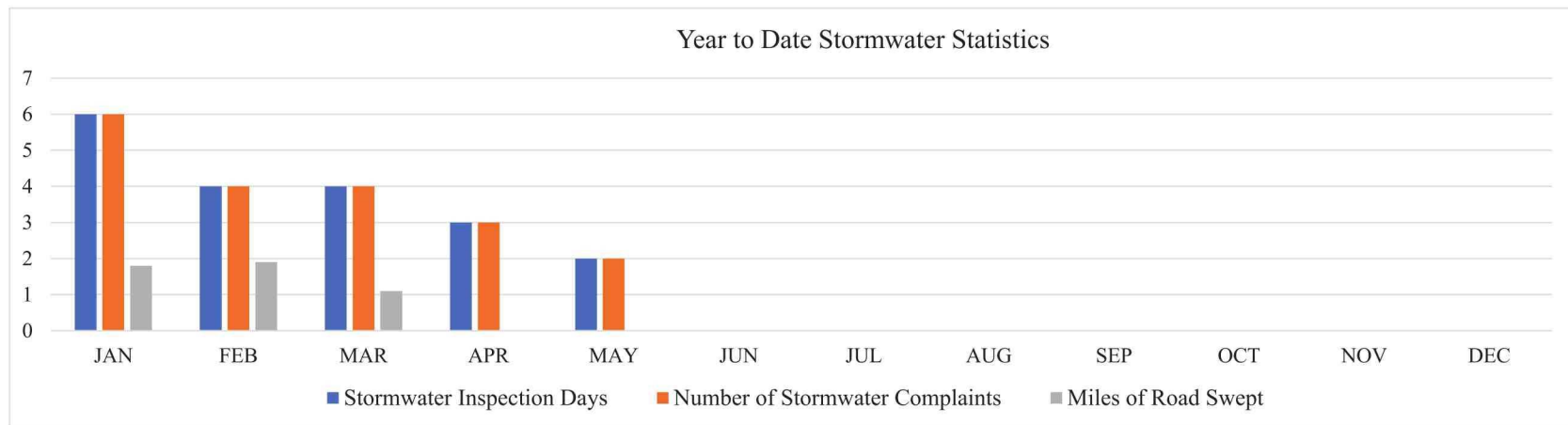
City of Holly Springs
Monthly Operation Report
Executive Summary

Description	May-23
Pot Hole Repair	0
Tree Service Work	1
ROW Mowing	32
Dead Animal Pick Up	2
Street Sweeping	0
Road Salting	0
Sign Maintenance	11
Traffic Signals	0
Equipment Maintenance	3
Misc. Work Orders	9
PARKS	
J.B. Owens	17
Barrett Park	15
J.C. Mullins	24
Monthly Totals	114



City of Holly Springs Stormwater Statistics 2023 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	6	4	4	3	2								19
Number of Stormwater Complaints	6	4	4	3	2								19
Miles of Road Swept	1.8	1.9	1.1	0	0								4.8

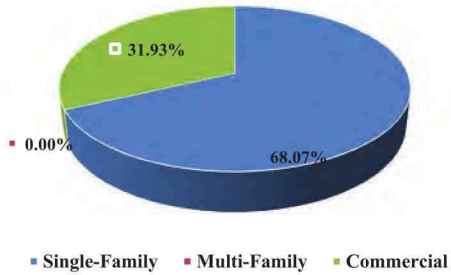




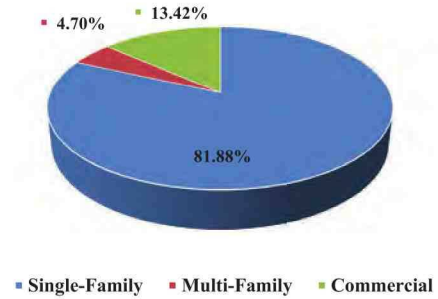
City of Holly Springs
Building Permits and Certificates of Occupancy
2023 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	3	6	12	36	4								61
Accessory Structures	2	5	5	4	5								21
Additions													0
Basement Buildouts	3	1	2		4								10
Mechanical	2	3	4	2	8								19
Plumbing	4	3	1	5	4								17
Electrical	1	1		1	3								6
Miscellaneous	6		10	3	9								28
Residential Fence	3	4	6	2	9								24
Certificates of Completion	1			1	5								7
Certificates of Occupancy	22	23	32	18	20								115
Multi-Family													
Townhomes													0
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	3	2	2										7
Commercial													
New Structures	2				2								4
Addition-C													0
Tenant Build Outs	1				1								2
Accessory Structures	2	8		1									11
Mechanical		1											1
Plumbing			1	1									2
Electrical	1	2		2	1								6
Misc-C	19	3	2	1	7								32
Signs	2	1	2	2	2								9
Utilities	2	2		4	1								9
Commercial Fence													0
Certificates of Completion	5			1									6
Certificates of Occupancy	6	3	4		1								14

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





**City of Holly Springs
Occupational Tax Summary
2023 Year to Date**

Construction Trade
Equipment Rental
Home Occupation
Insurance Company
Professional Services
Restaurant

Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
6	5	6	4	2	-	-	-	-	-	-	-	23	54.76%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
7	3	7	-	2	-	-	-	-	-	-	-	19	45.24%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
13	8	13	4	4	-	-	-	-	-	-	-	42	100.00%

