



City of Holly Springs

Date: Monday, June 6, 2022

Location: 3235 Holly Springs Pkwy.

City Council Work Session 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. PUBLIC COMMENTS

V. UNFINISHED BUSINESS

- A. Discuss MA-01-2022, rezoning of 24.38 +/- acres located off of Redbud Lane and Hickory Road, Holly Springs, GA, tax parcels 235C, 235D, 236, and 237 of tax plat 15N14, from R-40, Single Family Residential Estate and NC, Neighborhood Commercial, to TND, Traditional Neighborhood Development
Presented By: Nancy Moon, Community Development Director

VI. NEW BUSINESS

- B. Discuss A-01-2022, annexation of 4.1 +/- acres located off of Hickory Flay Highway, Cherokee County, GA, tax parcels 231 and 232 of tax plat 15N19
Presented By: Nancy Moon, Community Development Director
- C. Discuss MA-03-2022, rezoning of 4.1 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcels 231 and 232 of tax plat 15N19, from R-40, Single Family Residential Estate (County), to TND, Traditional Neighborhood Development (City)
Presented By: Nancy Moon, Community Development Director

- D. Discuss ORD-06-2022, proposed text amendment to the Holly Springs Zoning Ordinance, Article 5: District Uses and Regulations to amend Section 5.4-40, Self-Storage Establishment
Presented By: Nancy Moon, Community Development Director
- E. Discuss a resolution to amend the Municipal Services Master Fee Schedule
Presented By: Nancy Moon, Community Development Director
- F. Discuss a quote from ClearGov, Inc.
Presented By: Denise Lamazares, Finance Director
- G. Discuss a Memorandum of Agreement between The University of Georgia Research Foundation, Inc. and the City of Holly Springs, Georgia
Presented By: Erin Honea, Communications & External Affairs Director
- H. Discuss an Intergovernmental Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- I. Discuss an Intergovernmental Agreement between the Cherokee County School System, also known as the Cherokee County School District, and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- J. Discuss a Master Services Agreement between Oasis Consulting Services and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- K. Discuss Professional Services Agreement Addendum No. 3 between Southeastern Engineering, Inc. and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- L. Discuss a proposal for disposal services from Southern Environmental Services, Inc.
Presented By: Robert H. Logan, City Manager
- M. Discuss a quote for flagpole installation from Flagsource Southeast Inc.
Presented By: Robert H. Logan, City Manager
- N. Discuss a proposal for granite wall and curbing from Tru Masonry LLC
Presented By: Robert H. Logan, City Manager
- O. Discuss a proposal for landscape and irrigation from Outdoor Expressions
Presented By: Robert H. Logan, City Manager
- P. Discuss a quote for concrete demolition and removal from Vertical Earth
Presented By: Robert H. Logan, City Manager

- Q. Discuss a quote for concrete demolition and removal from Southern Environmental Services, Inc.

Presented By: Robert H. Logan, City Manager

- R. Discuss amendments to job descriptions

Presented By: Karen Norred, City Clerk/Human Resources Director

- S. Discuss a resolution adopting the Georgia Municipal Association (GMA) 457(b) Deferred Compensation Plan Adoption Agreement

Presented By: Karen Norred, City Clerk/Human Resources Director

- T. Discuss advertising a proposed City of Holly Springs, Georgia Charter amendment

Presented By: Karen Norred, City Clerk/Human Resources Director

- U. Discuss a resolution calling for a General Municipal Election on November 8, 2022

Presented By: Karen Norred, City Clerk/Human Resources Director

VII. REPORTS

VIII. ADJOURNMENT

EXECUTIVE SESSION

- Real Estate



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **MA-01-2022**, applicant requests rezoning of 24.38 +/- acres located off of Redbud Lane and Hickory Road, Holly Springs, GA, tax parcels 235C, 235D, 236, and 237 of tax plat 15N14, from R-40, Single Family Residential Estate and NC, Neighborhood Commercial, to TND, Traditional Neighborhood Development

DATE: April 6, 2022

PLANNING COMMISSION MEETING DATE: April 11, 2022

STAFF ANALYSIS—UPDATED INFORMATION

Applicant, Taylor Morrison of Georgia, LLC, has requested rezoning of 24.38 +/- acres, tax parcels 235C, 235D, 236, and 237 of tax plat 15N14, from R-40, Single Family Residential Estate and NC, Neighborhood Commercial, to TND, Traditional Neighborhood Development. The applicant proposes a residential development consisting of approximately 150 residential townhome units with a proposed gross density of 6.7 units per acre. Discounting the buffer and other unusable land area, the net density is proposed at 7.0 units per acre. Proposed amenities include pocket parks, cabana and pool area, and open space. Buffers will be required adjacent to less dense residential properties unless otherwise approved. The applicant has provided 40' buffers (required adjacent to R-40) surrounding the property with the exception of the east side of the property. This portion of the property is adjacent to unincorporated County property zoned R-15. The city does not have an equivalent zone; however, the applicant has proposed a 25' buffer along this side of the property. A conceptual site plan, as well as proposed elevations, have been provided for the development.

The entrance to the subdivision is currently planned utilizing the existing Redbud Nursery entrance on Redbud Lane. Throughout the Planning Commission process (public hearings in January and March 2022), the plan was improved with the addition of an emergency access entrance proposed at the intersection of Hickory Road and Cedar Valley Drive. In addition, a significant sight distance improvement at the intersection of Cedar Valley Dr. and Hickory Rd increases the sight distance from 495 feet (current) to 600 feet (proposed) due to the projected road improvements which include accel/decel lanes, sidewalks, streetlights, and curb and gutter. Subsequent to the March Planning Commission Public Hearing, additional changes have been added including left-turn lanes into the proposed development, as well as, Cedar Valley Subdivision. A two-way center left-turn lane is also proposed allowing Cedar Valley residents an additional lane to make a left-turn out of the subdivision. Also proposed is an offer to provide an additional landing area at the entrance into Cedar Valley Subdivision to be installed within the existing right-of-way.

Subsequent to the April 11, 2022, council meeting, the applicant revised the site plan and planned product for the proposed neighborhood. The application now requests approval for a 91-lot single-

family detached subdivision yielding a gross density of 3.7 units per acre and a net density of 4.4 units per acre. Hickory Road Improvements would include a deceleration lane and a left-turn lane along with the associated streetscape improvements of sidewalks, pedestrian lighting and landscaping. The impact to the Cherokee County School District would change to approximately \$1000 per unit rather than \$392 per unit as shown in the previous report.

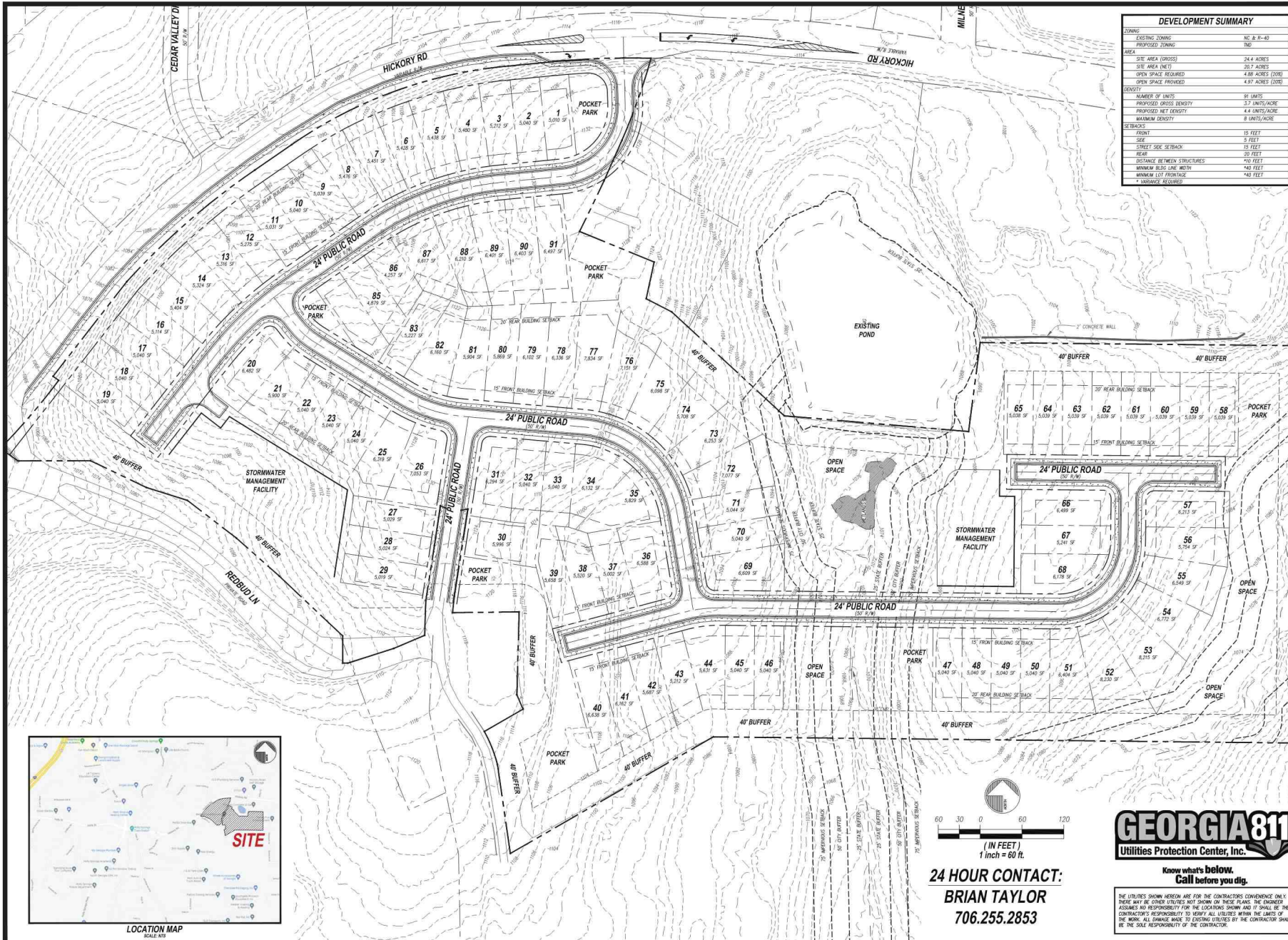
A. Staff Recommendation

With the additional changes proposed by the applicant, Staff recommends **APPROVAL** to rezone 24.38+/- acres, to **TND, Traditional Neighborhood Development** with the following stipulations:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than twenty percent.
5. Density shall be limited to a maximum gross density of 3.7 units per acre, or a maximum of 91 fee-simple single-family detached residential dwelling units.
6. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
7. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
8. Garage doors shall be setback a minimum of 20 feet from the back of sidewalks.
9. Signage at the entrance point shall be ground based, monument style, in compliance with Article 10, Signs and Outdoor Advertising and shall complement the high quality, architectural vision and style of the proposed homes. The entrance areas shall be professionally designed, landscaped and maintained.

10. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
12. Entrance design and improvements to Hickory Road, to include a deceleration lane and a left-turn lane into Redbud Lane, shall be provided as per determination and recommendation of the City Engineer.
13. Additional right-of-way along Redbud Lane and the South side of Hickory Road as determined by the City Engineer shall be dedicated at the time of final plat approval.
14. Sidewalks, decorative streetlamps, and curb and gutter shall be installed along the road frontage of Hickory Road, as applicable, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District.
15. All construction and employee vehicles and equipment shall be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Hickory Road. There will be no stacking of vehicles along any roadway waiting for entry onto the property.
16. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$1000 per unit constructed and such fee shall be paid prior to the issuance of each building permit.

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



DEVELOPMENT SUMMARY	
ZONING	NC & R-40
EXISTING ZONING	NC & R-40
PROPOSED ZONING	NC & R-40
AREA	
SITE AREA (GROSS)	24.4 ACRES
SITE AREA (NET)	20.7 ACRES
OPEN SPACE REQUIRED	4.88 ACRES (200)
OPEN SPACE PROVIDED	4.97 ACRES (200)
DENSITY	
NUMBER OF UNITS	81 UNITS
PROPOSED GROSS DENSITY	3.3 UNITS/ACRE
PROPOSED NET DENSITY	4.4 UNITS/ACRE
MAXIMUM DENSITY	5 UNITS/ACRE
DE BRACKS	
FRONT	15 FEET
SIDE	10 FEET
STREET SIDE SETBACK	15 FEET
REAR	10 FEET
DISTANCE BETWEEN STRUCTURES	100 FEET
MINIMUM BUILD LINE WIDTH	140 FEET
MINIMUM LOT FRONTAGE	140 FEET
* VARIANCE REQUIRED	140 FEET

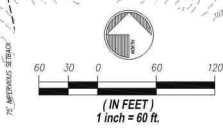
RIDGE PLANNING AND ENGINEERING®
1550 N. UNIVERSITY AVENUE, SUITE 200
ALPHARETTA, GA 30004
OFFICE 770.938.9000

LAND PLAN
REDBUD TRACT
LAND LOT 307, 308, & 341
1500 DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS, GEORGIA

OWNER/DEVELOPER
TAYLOR MORRISON
6815 SHILOH ROAD
ALPHARETTA, GA 30005

REVISIONS
6/2/22-REVISED TO SINGLE FAMILY DETACHED

ZONING PLAN
Z100



24 HOUR CONTACT:
BRIAN TAYLOR
706.255.2853

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.

THE UTILITIES SHOWN HEREIN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATION, SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **A-01-2022**, applicant requests applicant requests annexation of 4.1 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcels 231 and 232 of tax plat 15N19

MA-03-2022, applicant requests rezoning of 4.1 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcels 231 and 232 of tax plat 15N19, from R-40, Single Family Residential Estate (County), to TND, Traditional Neighborhood Development (City)

DATE: June 1, 2022

COUNCIL MEETING DATE: June 6, 2022

STAFF ANALYSIS

Applicant, SDH Atlanta, LLC, has requested annexation and rezoning of 4.1 +/- acres, tax parcels 231 and 232 of tax plat 15N9, from R-40, Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City). The applicant proposes a residential development consisting of 21 single-family detached residential units with a proposed gross density of 5.12 units per acre. Subsequent to the Planning Commission Public Hearing, the applicant revised the plan to 20 single-family detached residential units or a density of 4.88 units per acre. Proposed amenities include a pocket park. No buffers are required; however, screening along the northern and eastern property lines adjacent to the Avery Landing subdivision is included as a stipulation.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	NC	NORTH:	Future Site of Rising Hills Church
SOUTH:	PDR	SOUTH:	Avery Landing/Harmony on the Lakes
EAST:	PDR	EAST:	Avery Landing
WEST:	OI/NC	WEST:	SFR/Undeveloped

B. Zoning Proposal Review Standards; Study Required for Amendment

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

Surrounding development in the area includes single-family residential, commercial, and office uses. The proposed development, consisting of single-family detached homes, is more dense than what is immediately adjacent; however, other uses in the area would be classified as a more intensive use, i.e. commercial/office uses.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

Since the subdivision consists of only 21 proposed homes, the development of this property should not cause a substantial adverse effect on adjacent or nearby properties with regards to existing uses or usability.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The property, as currently zoned, would be allowed to develop with those uses associated with the R-40 zoning district consisting of single-family residential uses.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

This request will generate some additional but not extensive traffic and use of utilities. Since the unit count is under 25, the Cherokee County School District (CCSD) views the impact as negligible and they do not calculate the impacts.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

The Future Development Map identifies this property with the character area of Suburban Neighborhood.

Site



This character area corresponds with conventional suburban subdivisions with approximately 1/3 acre to 1-acre lots that have curvilinear streets. Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true

“neighborhood” feel, as opposed to each tract being developed without consideration of connecting to abutting properties.

Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

Application: Existing and new single-family residential neighborhoods

Primary Future Land Uses: Single-family detached residential

Zoning Districts: R-40, R-30, R-20, PD-R, TND

DESIGN PRINCIPLES

Density/Intensity: Moderate density single family residential uses up to 3 units/acre

Greenspace: Formal landscaping, open space, neighborhood community parks

Transportation: Moderate to high vehicular and pedestrian/cycle connectivity with sidewalks, pedestrian paths, and curvilinear streets

Infrastructure: Public water and sewer and/or septic tanks

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

The proposed development, consisting of single-family residential use, is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Traditional Neighborhood Development. Promote traditional neighborhood and mixed-use developments in appropriate areas, which could include commercial, multi-family, and single-family sections within the same project area. (8.1, #4)**
- b) **Density. Consider increased residential densities for property adjacent to arterials and urban collectors. As properties are distanced further from arterials, urban collectors, and more intense uses, residential densities should decrease. (8.1, #8)**
- c) **Annexation. Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (8.1, #9)**

- d) **Architectural Requirements.** Utilize the adopted architectural requirements for the various character areas of the city, seeking to refine and enhance these requirements, as needed. Consistently enforce architectural regulations to promote a uniform and harmonious quality of development within respective character areas. (8.1, #11)
 - e) **Environmentally Sensitive Areas.** Encourage development to use environmentally sensitive areas as buffers between differing land uses where appropriate. (8.1, #15)
 - f) **Housing Options.** Promote an adequate range of safe, affordable, inclusive, and resource efficient housing in the community. This may be achieved by encouraging development of a variety of housing types, sizes, costs, and densities in each neighborhood; promoting programs to provide housing for residents of all socio-economic backgrounds, including affordable mortgage finance options; instituting programs to address homelessness issues in the community; or coordinating with local economic development programs to ensure availability of adequate workforce housing in the community. (8.2, #1)
7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

The development of the property will be held to the environmental development standards for all local, state, and federal requirements. Engineering design and approval will meet all standards, including fire and life safety codes.

8. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

The proposed project is in an area that has shown recent growth in residential and commercial development.

C. Public Information Meeting

A public information was conducted by the applicant on April 6, 2022. The project presented at that time consisted of 32 townhomes with a density of 7.9 units per acres. Residents were concerned with the density, housing type, i.e. townhomes, traffic, buffers, stormwater management and fit with the area. Please see the attached report from the applicant.

D. Cherokee County

The conceptual plan was revised after the public information meeting and amended to show 24 single-family detached residential homes. This plan was sent to the Cherokee County Board of Commissioners prior to their meeting. Cherokee County voted on May 3, 2022, to send a letter expressing that they have no land use objections concerning the annexation; however, they did address some specific comments:

1. The homes should be setback from Hickory Flat Highway at least 75 feet from the right-of-way to preserve space for future road expansion.
2. The Board would prefer the density to be two units per acre matching the County Comprehensive Plan, and not more than 3.5 units per acre that is consistent with the surrounding area.
3. The County likewise would prefer a commercial use on this site.
4. Please verify the dead-end road will meet all applicable fire codes.

I have attached the letter from the Board of Commissioners and the County staff report.

E. Planning Commission Recommendation

The Planning Commission conducted a public hearing on May 9, 2022. Two residents from Avery Landing (subdivision adjacent to property) spoke with concerns about traffic, density, parking, and the use of amenities. Planning Commission voted to recommend **APPROVAL** of the application with the proposed staff stipulations with one change. They recommended the number of units be limited to 20 (density of 4.88 units per acre). As stated previously, the applicant has restructured the plan to accommodate 20 units per acre as recommended.

F. Summary

The proposed use does fit within the goals and projected land use (Suburban Growth) of the City's Comprehensive Plan. Proximity to the church and other commercial areas may give some validation towards a higher density given that it is adjacent to an arterial road. The adjacent subdivision, Avery Landing, has a density of 3.0 units per acre, while the North Village of Harmony on the Lakes has a higher density of around 4.0 units per acre.

G. Staff Recommendation

Staff recommends **APPROVAL** to annex 4.1+/- acres as requested.

Staff recommends **APPROVAL** to rezone 4.1+/- acres, to **TND, Traditional Neighborhood Development** with the following stipulations:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.

3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than twenty percent.
5. Density shall be limited to a maximum gross density of 4.88 units per acre, or a maximum of 20 fee simple single-family residential townhome dwelling units.
6. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts. Additional review by the Town Center Architect shall be required.
7. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
8. Garage doors shall be setback a minimum of 20 feet from the back of sidewalks.
9. Signage at the entrance point shall be ground based, monument style, in compliance with Article 10, Signs and Outdoor Advertising and shall complement the high quality, architectural vision and style of the proposed homes. The entrance areas shall be professionally designed, landscaped and maintained.
10. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
12. Screening shall be planted along the Northern and Eastern property lines adjacent to Avery Landing subdivision and shall consist of evergreens to be approved by the City Arborist.
13. Entrance design and improvements to Hwy 140 shall be provided as per determination and recommendation of the Georgia Department of Transportation and the City Engineer.
14. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Hwy 140. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

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

A-01-2022 MA-03-2022 Location Map

Holly_Springs_Zoning_2021

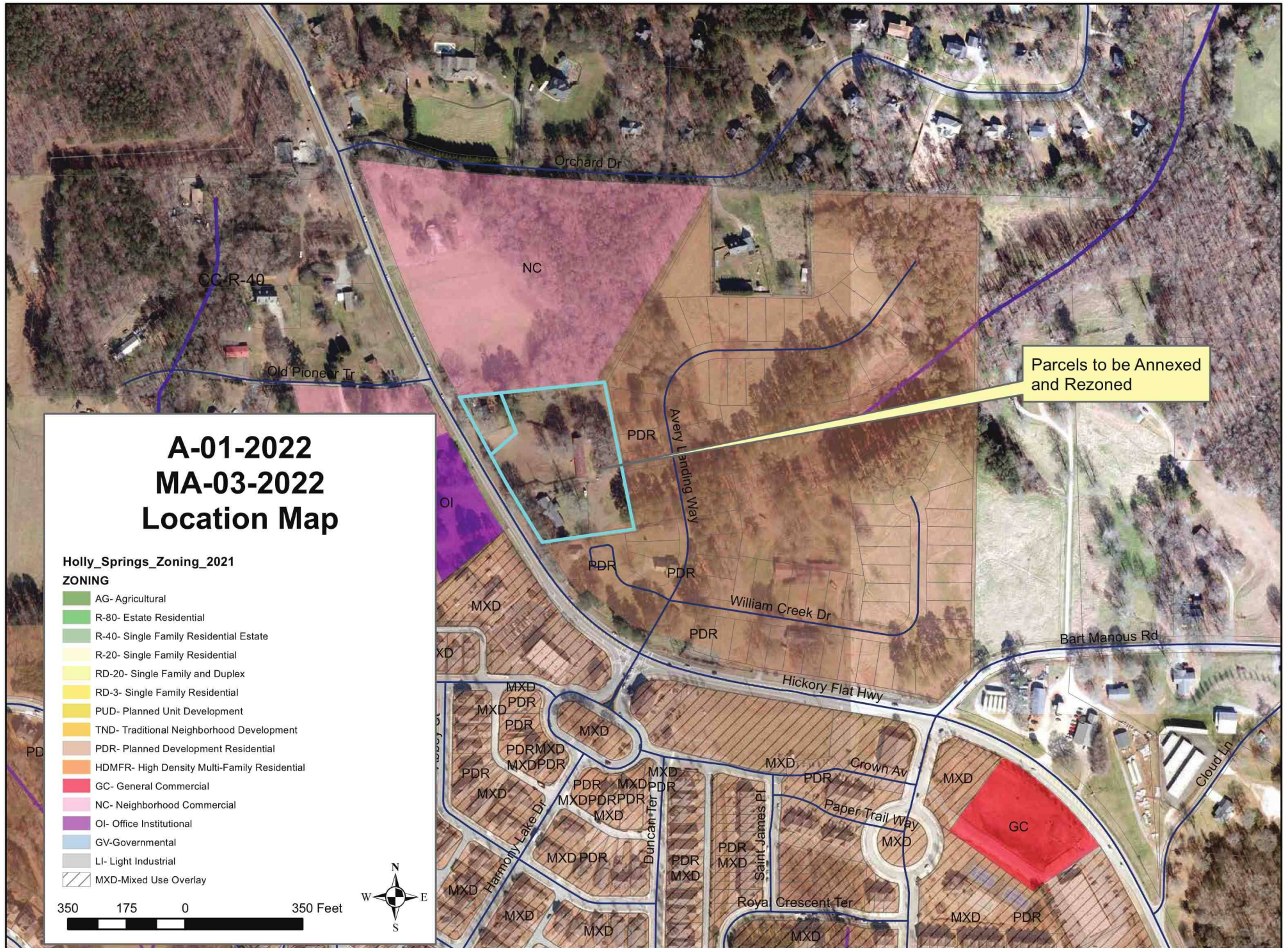
ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV- Governmental
- LI- Light Industrial
- MXD- Mixed Use Overlay

350 175 0 350 Feet



Parcels to be Annexed and Rezoned





VICINITY MAP

GENERAL SITE NOTES
TIN NUMBER: 15N19 231 & 15N19 232
PIN NUMBER: 15-0101-0009 & 15-0101-0004
LOCATION: 3855 HICKORY FLAT HWY
LAND LOT 101, 15TH DISTRICT, 2ND SECTION
CURRENT ZONING = R40 (RESIDENTIAL)
PROPOSED ZONING = TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT)
PROPOSED USE = SINGLE FAMILY
SITE AREA TO BE DEVELOPED = 4.10 ACRES

ZONING REQUIREMENTS (TND)
1. MINIMUM OPEN SPACE 20%
2. MAX BUILDING COVERAGE IS 20%
3. FRONT SETBACK=15', SIDE SETBACK=5', REAR=20'

PROPOSED SITE
TOTAL RESIDENTIAL UNITS PROPOSED = 20 UNITS
PROVIDED OPEN SPACE= (21.15%)
PROPOSED BUILDING COVERAGE=18.53%
PROPOSED ROAD LENGTH = 776 L.F.
PROPOSED DENSITY = 4.87 UNITS/ACRE

100-YEAR FLOOD STATEMENT:
THIS PROPERTY DOES NOT LIE WITHIN
THE 1% ANNUAL FLOODPLAIN
(100-YEAR FLOOD). PER FIRM 13057C
0254E, DATED JUNE 7TH, 2019



CONCEPTUAL SITE PLAN

CALDWELL



SMITH DOUGLAS HOMES

QUALITY | INTEGRITY | VALUE

PLAN ID 050121.1001

**110 VILLAGE TRAIL SUITE 215
WOODSTOCK, GA. 30188**

DRAWING INDEX

A0.0	COVER SHEET
A1.1-A1.9	FRONT ELEVATIONS
A2.1-A2.3.1	SIDE & REAR ELEVATIONS
A3.1	SLAB FOUNDATION
A5.1	FIRST FLOOR PLANS & DETAILS
A5.2	SECOND FLOOR PLANS & DETAILS
A6.1-A6.3	ROOF PLANS
A7.1-A7.2	ELECTRICAL PLANS
A8.1	TRIM LOCATION LAYOUTS

AREA TABULATION

FIRST FLOOR	1218
SECOND FLOOR	1013
TOTAL	2231
GARAGE	419
FRONT PORCH (COVERED)	17
COVERED REAR PORCH	86

PLAN REVISIONS

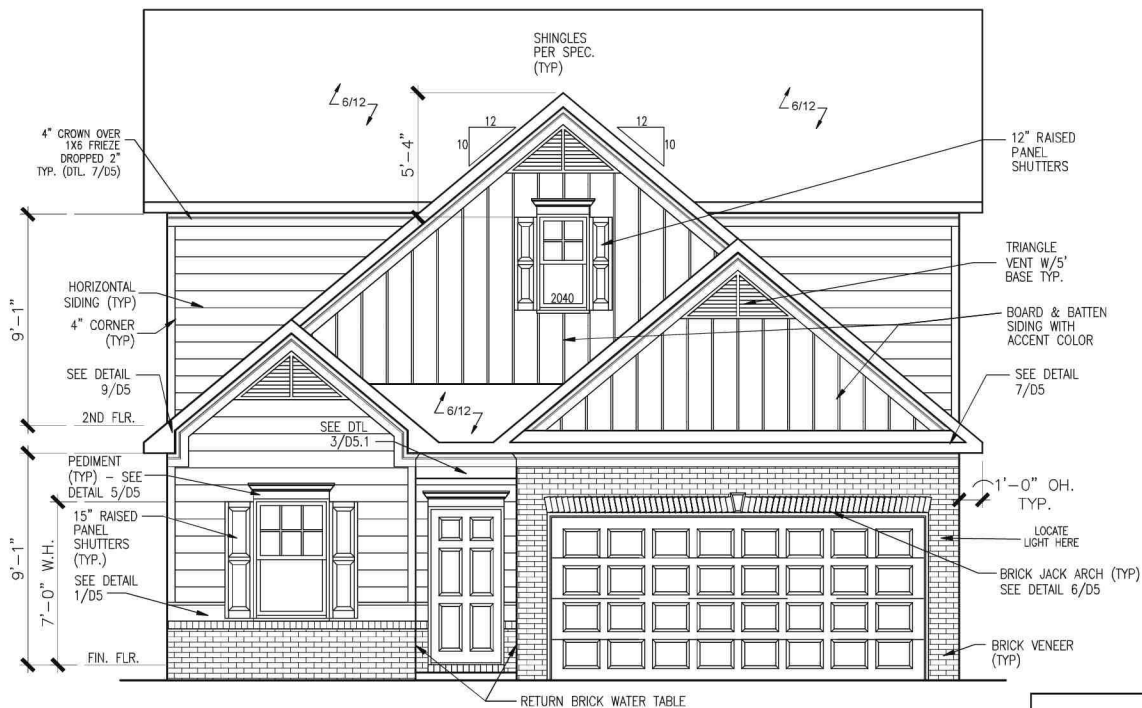
DATE	BY	REVISION	PAGE #
8/30/2021	AW	PROTOTYPE WALK CHANGES - SEE REVISION SHT	ALL
10/13/2021	AW	Removed 1 outlet in Dining Rm and widened 2nd Obath by 4" for code clearance from outlet to tub/shower	A5.2, A7.1

GOVERNMENTAL CODES & STANDARDS

HOME TO BE BUILT TO CONFORM TO ALL APPLICABLE LOCAL CODES, PRACTICES AND STANDARDS

BUILDING CODE ANALYSIS / DESIGN CRITERIA

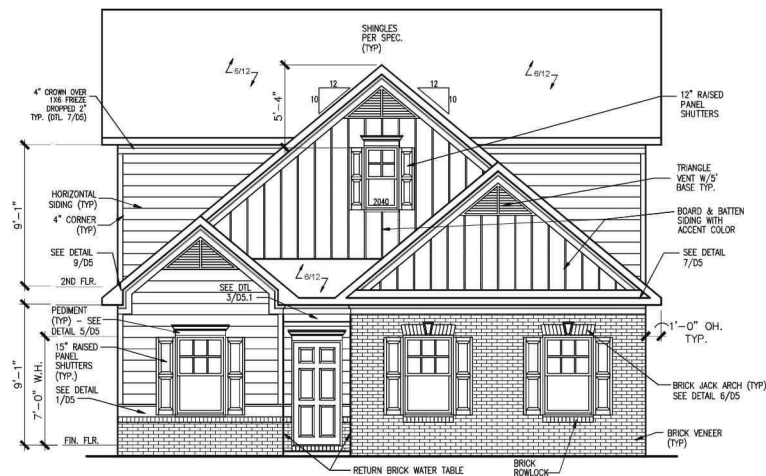
HOME TO BE BUILT TO MEET OR EXCEED ALL LOCAL CODES AND DESIGN CRITERIA



FRONT ELEVATION "D"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS
TO BE HORIZONTAL SIDING



FRONT ELEVATION "D" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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BY	REVISION	DATE

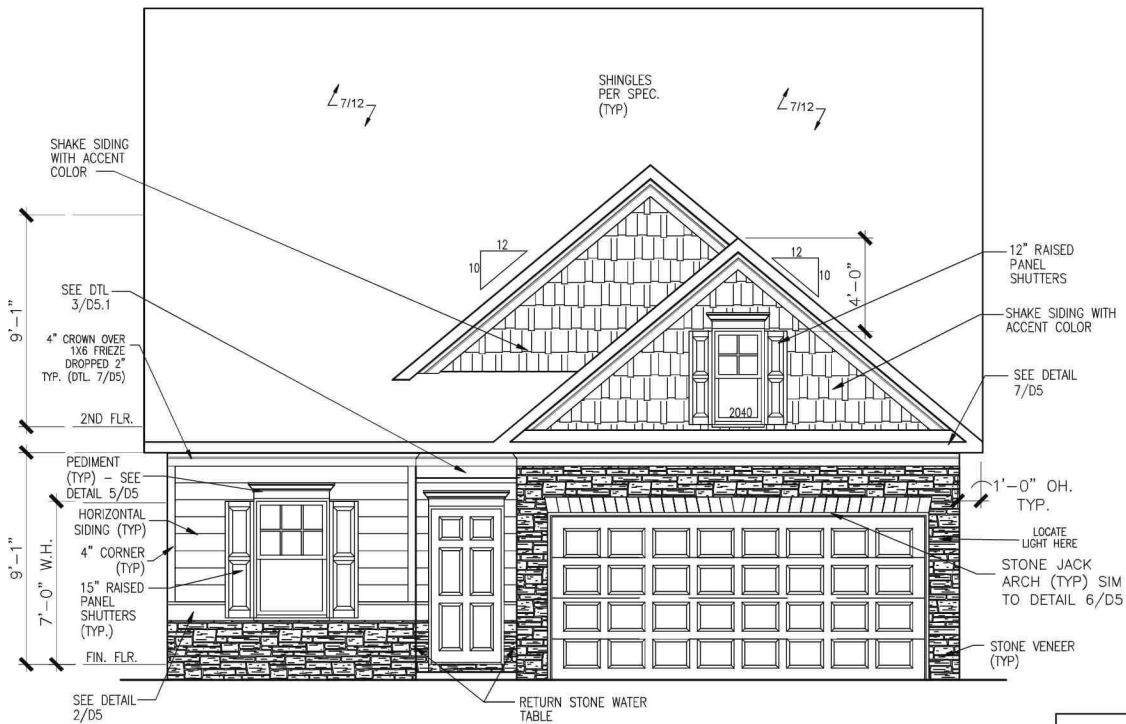


ELEVATIONS
FRONT ELEVATION
CALDWELL

SMITH DOUGLAS HOMES
110 VILLAGE TRAIL
SUITE 215
WOODSTOCK, GA 30188
www.smithdouglashomes.com

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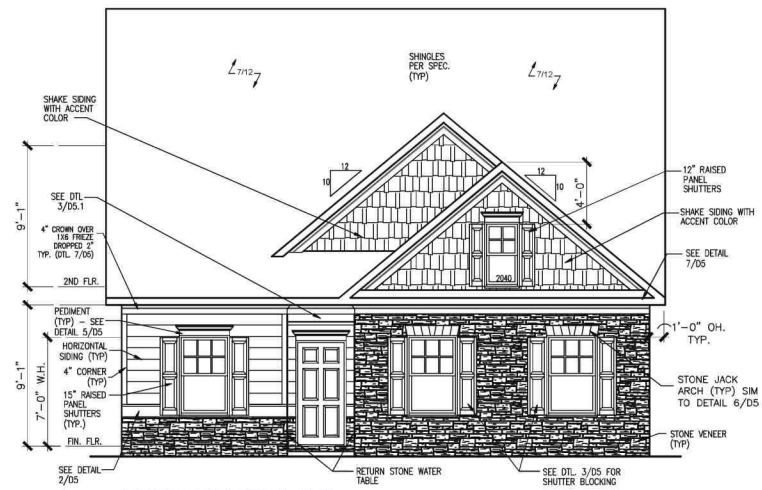
BB	AW
DATE:	3/18/21
PROJECT:	A
PLAN NO:	
REV:	
ALL	D
PAGE NO:	A1.4



FRONT ELEVATION "E"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS TO BE HORIZONTAL SIDING



FRONT ELEVATION "E" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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DATE	REVISION

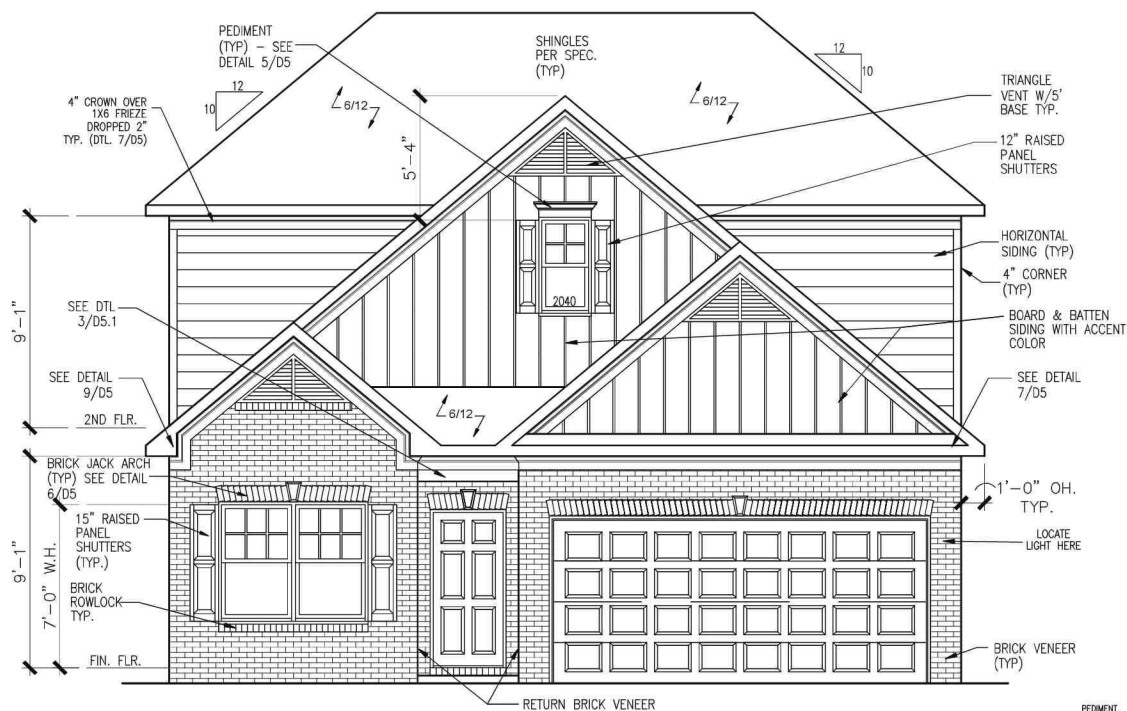


ELEVATIONS	FRONT ELEVATION	CALDWELL
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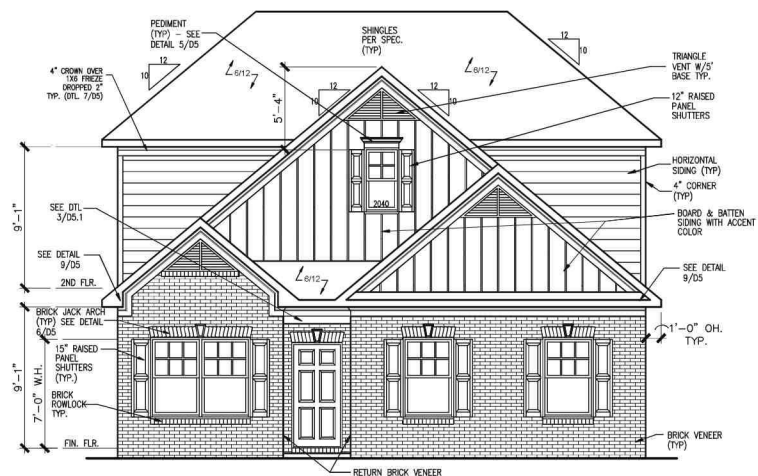
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PLANE	B
PLAN NO.	
ALL	E
PAGE NO.	A1.5



FRONT ELEVATION "F"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS
TO BE HORIZONTAL SIDING



FRONT ELEVATION "F" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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DATE	REVISION

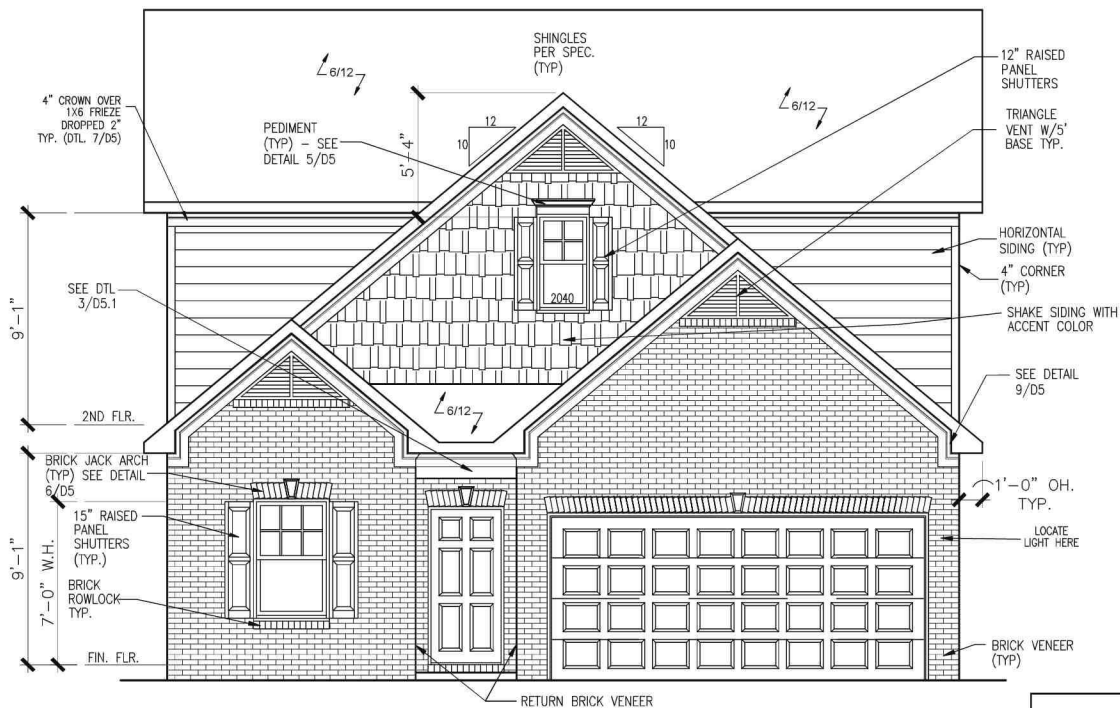


ELEVATIONS
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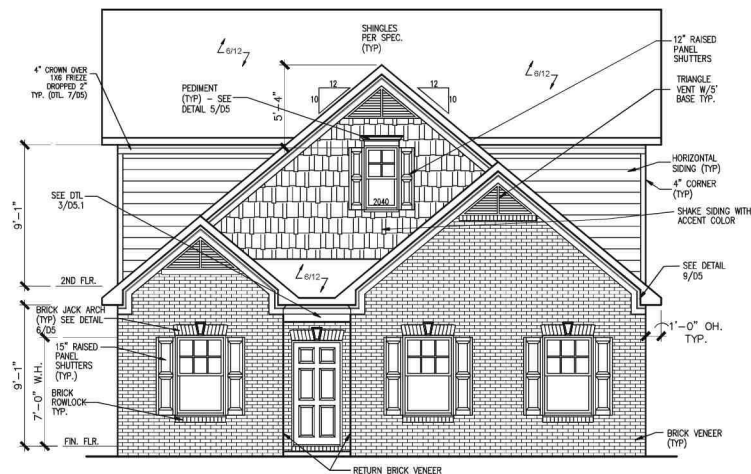
BB	AW
DATE	3/18/21
TRADE	C
PLAN NO.	
ALL	F
PAGE NO.	A1.6



FRONT ELEVATION "G"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS
TO BE HORIZONTAL SIDING



FRONT ELEVATION "G" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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BB	AW
DATE	3/18/21
TRADE	A
PLAN NO.	
PROJ.	ALL
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PAGE NO.	A1.7

SMITH DOUGLAS HOMES

QUALITY | INTEGRITY | VALUE

110 VILLAGE TRAIL SUITE 215
WOODSTOCK, GA. 30188

A0.0	COVER SHEET
A1.1-A1.9	FRONT ELEVATIONS
A2.1-A2.3	SIDE & REAR ELEVATIONS
A3.1	SLAB FOUNDATION
A4.1-A4.2	BASEMENT FOUNDATIONS
A5.1	FIRST FLOOR PLANS & DETAILS
A5.2	SECOND FLOOR PLANS & DETAILS
A6.1-A6.3	ROOF PLANS
A7.1-A7.3	ELECTRICAL PLANS
A8.1	TRIM LOCATION LAYOUTS

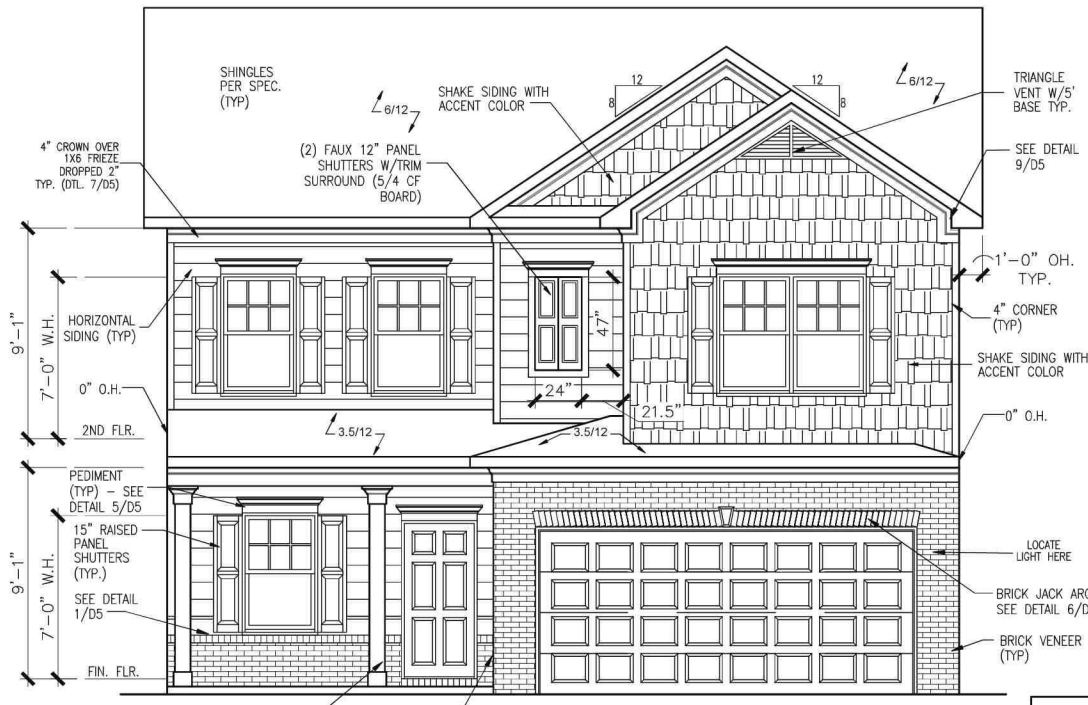
PLAN REVISIONS

GOVERNMENTAL CODES & STANDARDS

HOME TO BE BUILT TO CONFORM TO ALL APPLICABLE LOCAL CODES, PRACTICES AND STANDARDS

BUILDING CODE ANALYSIS / DESIGN CRITERIA

HOME TO BE BUILT TO MEET OR EXCEED ALL LOCAL CODES AND DESIGN CRITERIA

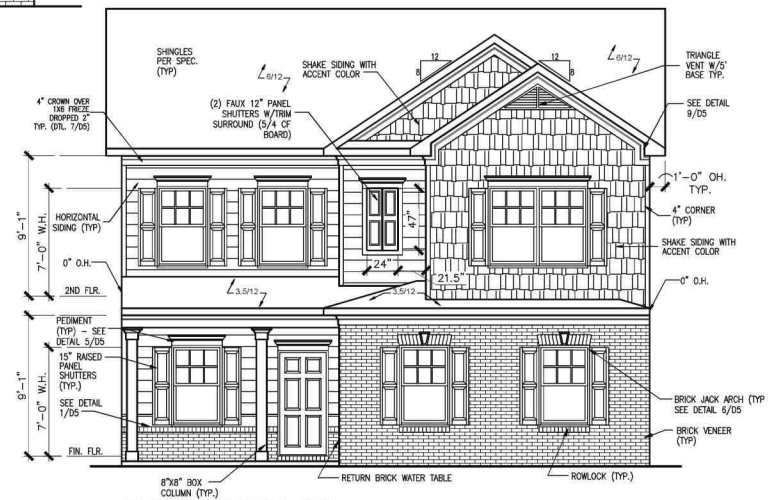
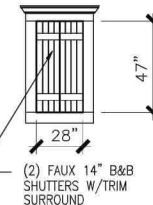


FRONT ELEVATION "D"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS TO BE HORIZONTAL SIDING

DIMENSIONS FOR B&B SHUTTERS



FRONT ELEVATION "D" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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DATE	BY	REVISION

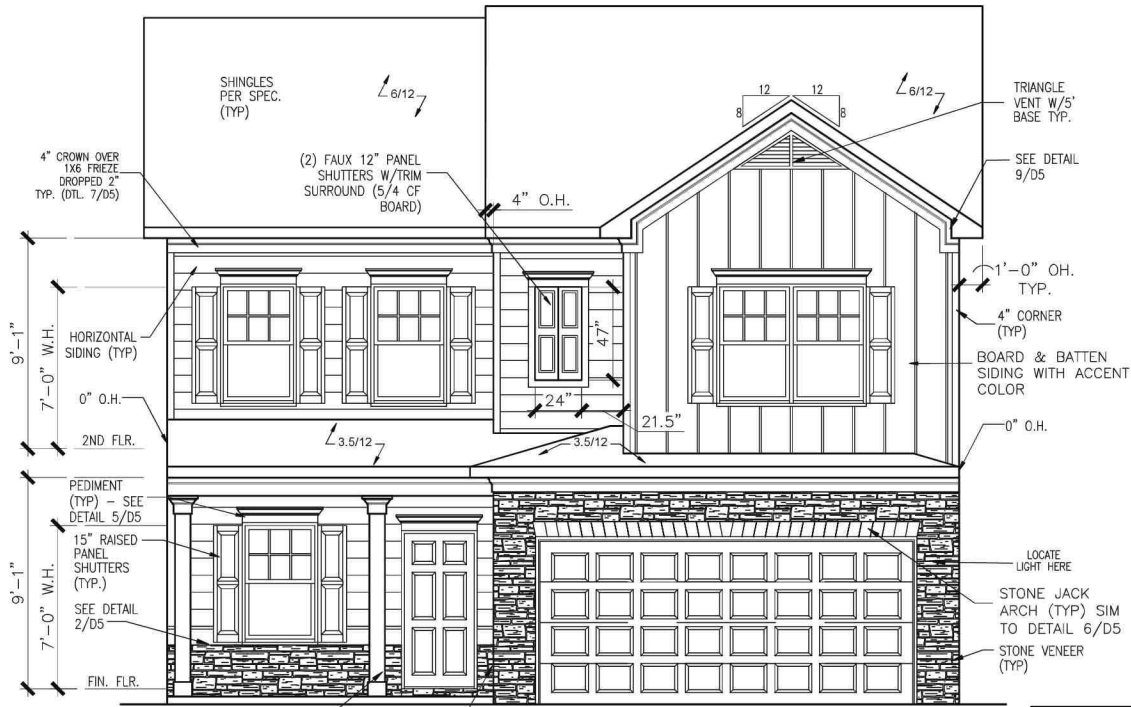


ELEVATIONS
FRONT ELEVATION
COLEMAN

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PAGE NO.	A1.4	

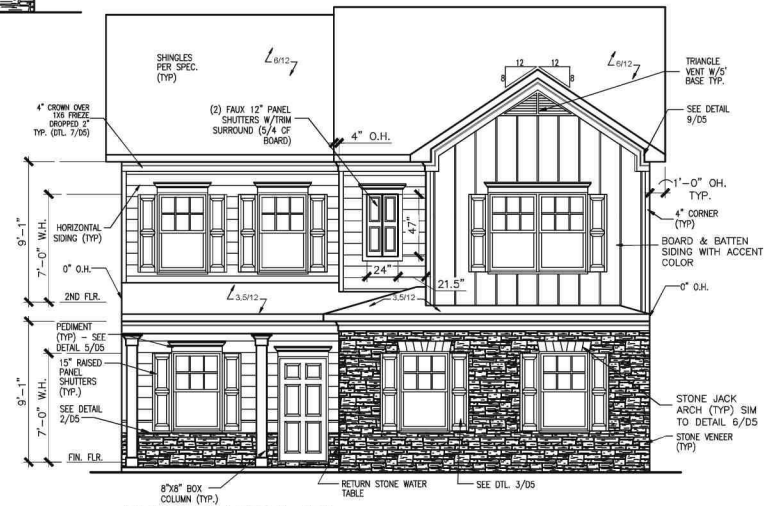
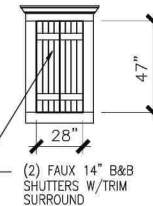


FRONT ELEVATION "E"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS TO BE HORIZONTAL SIDING

DIMENSIONS FOR B&B SHUTTERS



FRONT ELEVATION "E" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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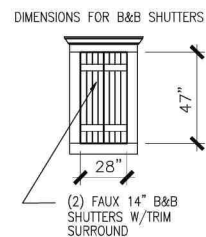


ELEVATIONS	FRONT ELEVATION	COLEMAN

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DATE	3/30/21
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PLAN NO.	
PROJ.	ALL
REV.	E
PAGE NO.	A1.5



SCALE: 3/16"=1'-0"

FRONT ELEVATION "F"

- BOARD & BATTEN SIDING WITH ACCENT COLOR
- SHINGLES PER SPEC. (TYP.)
- (2) FAUX 12" PANEL SHUTTERS W/TRIM SURROUND (5/4 OF BOARD)
- 4" CROWN OVER DIX FRIeze (DROPPED 2" TYP. (DTL. 7/05))
- PEDIMENT (TYP.) - SEE DETAIL 5/103
- 0" O.H.
- 2ND FLR.
- 9'-1" W.H.
- 1'-0" OH. TYP.
- HORIZONTAL SIDING (TYP.)
- 0" O.H.
- 21.5"
- 8.5/12
- 3.5/12
- 24"
- 6/12
- 12
- 8
- 12
- 8

OPTIONAL SIDE ENTRY GARAGE

- 15" RAISED PANEL SHUTTERS (TYP.)
- FIN. FLR.
- 9'-1" W.H.
- 7'-0" H.
- BICK JACK ARCH (TYP.) SEE DETAIL 6/05
- ROWLOCK (TYP.)
- 8"x8" BOX COLUMN (TYP.)
- RETURN BRICK VENEER

SCALE 1/8"=1'-0"

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FRONT ELEVATION "F" OPTIONAL SIDE ENTRY GARAGE

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DATE	REVISION	BY
	1	
	1	
	1	
	1	



ELEVATIONS
FRONT ELEVATION
COLEMAN

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FACADE OPT: C	
PLAN ID:	
FND: ALL	ELEV: F
PAGE NO: A1.6	

HARRINGTON



SMITH DOUGLAS HOMES

QUALITY | INTEGRITY | VALUE

LOT ----

PLAN ID 040121.1201

**110 VILLAGE TRAIL SUITE 215
WOODSTOCK, GA. 30188**

DRAWING INDEX

A0.0	COVER SHEET
A1.1-A1.9	FRONT ELEVATIONS
A2.1-A2.3	SIDE & REAR ELEVATIONS
A3.1	SLAB FOUNDATION
A4.1-A4.2	BASEMENT FOUNDATIONS
A5.1	FIRST FLOOR PLANS & DETAILS
A5.2	SECOND FLOOR PLANS & DETAILS
A6.1-A6.3	ROOF PLANS
A7.1-A7.3	ELECTRICAL PLANS
A8.1	TRIM LOCATION LAYOUTS

AREA TABULATION

FIRST FLOOR	1104
SECOND FLOOR	1461
TOTAL	2565
GARAGE	396
BASEMENT	1104
FINISHED BASEMENT	918
FRONT PORCH (COVERED)	91
REAR PAD	9
OPT. REGULAR REAR PATIO	120
OPT. LARGE REAR PATIO	200

PLAN REVISIONS

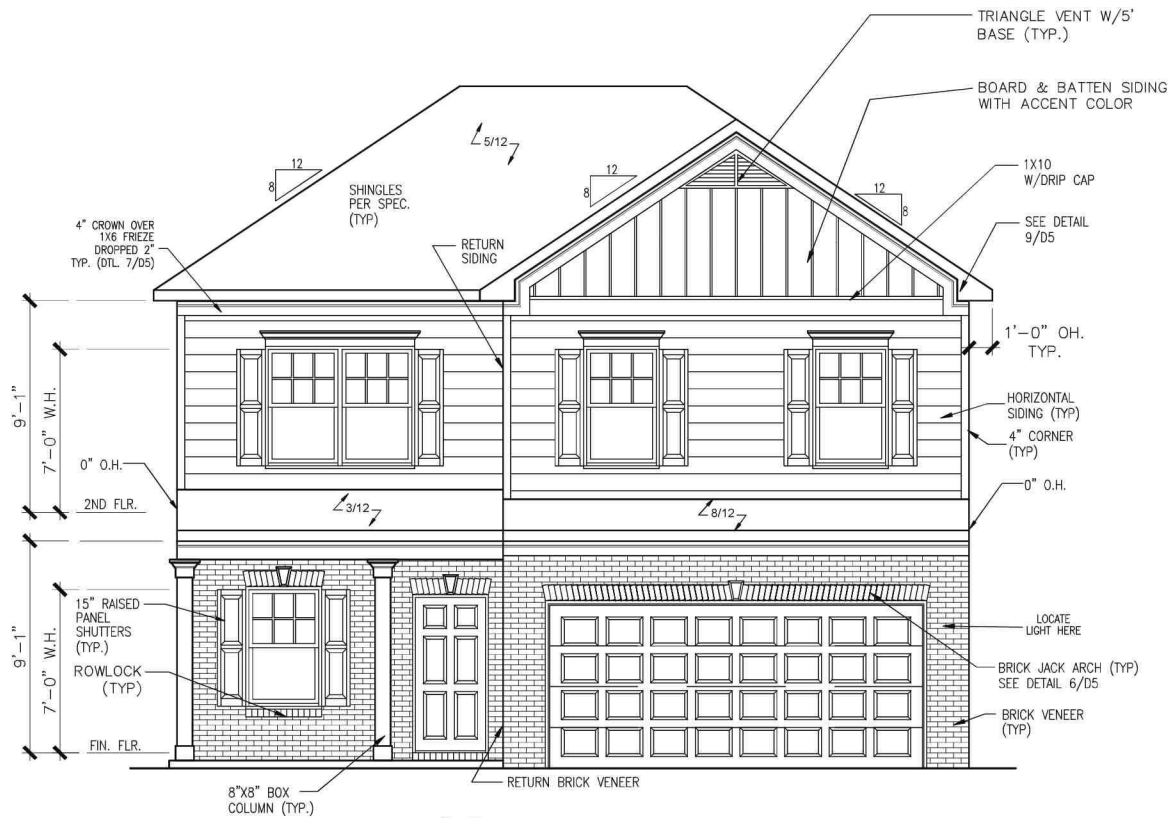
DATE	BY	REVISION	PAGE #
10/20/2021	AW	Prototype walk revisions - see revision sheet	A5.1, A5.2, A7.2, A7.3
4/4/2002	AW	Changed finished basement bath plumbing wall from 2x6 to 2x4	A4.2

GOVERNMENTAL CODES & STANDARDS

HOME TO BE BUILT TO CONFORM TO ALL APPLICABLE LOCAL CODES, PRACTICES AND STANDARDS

BUILDING CODE ANALYSIS / DESIGN CRITERIA

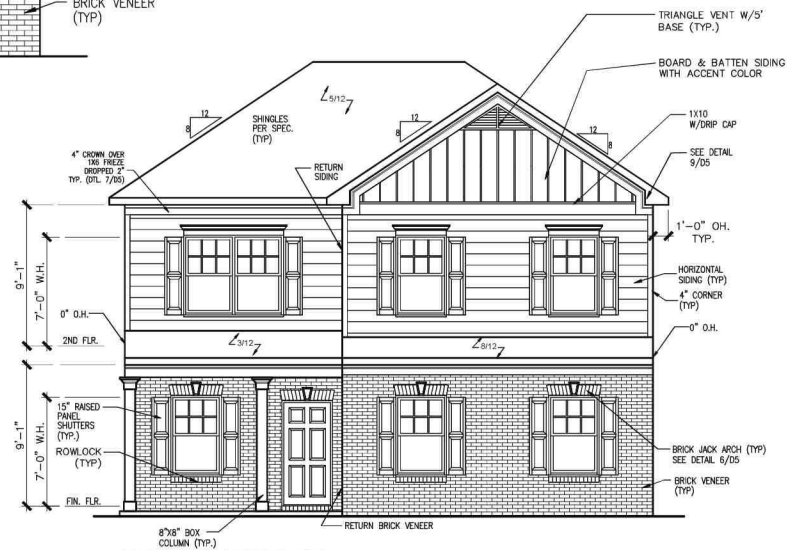
HOME TO BE BUILT TO MEET OR EXCEED ALL LOCAL CODES AND DESIGN CRITERIA



FRONT ELEVATION "F"

SCALE: 3/16"=1'-0"

ALL NON-MASONRY RETURNS
TO BE HORIZONTAL SIDING



FRONT ELEVATION "F" OPTIONAL SIDE ENTRY GARAGE

SCALE: 1/8"=1'-0"

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DATE	REVISION



ELEVATIONS	FRONT ELEVATION	HARRINGTON
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DATE	2/22/21
TRADE	C
PLAN NO.	
ALL	F
PAGE NO.	A1.6

A-01-2022



City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: March 4, 2022
Applicant's Name: Parks Huff, Attoney - Sams, Larkin & Huff, LLP
Corporation Name: Smith Douglas Homes
Mailing Address: 110 Village Trace, Suite 210, Woodstock GA 30188
Phone: 770.422.7016 Attorney phone
Email: phuff@samslarkinluff.com

PROPERTY OWNER INFORMATION

Property Owner(s): Estate of Donald and Jenita Cagle
Mailing Address: 3855 Hickory Flat Hwy Canton, GA 30115
Phone: [REDACTED]
Email: [REDACTED]

PROPERTY INFORMATION

Tax Map #: 5N14 Parcel #: 231
Land Lot(s)/District: 101
Physical Address: 3855 Hickory Flat Hwy Canton, GA 30115
Property Location Description: Next door to Avery Landing,
Across the road from Harmony on the Lakes Entrance.
Current Zoning: R-40

(Attach additional sheets, if necessary)

Rev. 03/2015



City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: March 4, 2022

Applicant's Name: Parks Huff, Attorney, Sams, Larkin & Huff, LLP

Corporation Name: Smith Douglas Homes

Mailing Address: 110 Village Tr. Suite 210, Woodstock GA 30188

Phone: 770-422.7016 attorney

Email: phuff@samslarkinbuff.com

PROPERTY OWNER INFORMATION

Property Owner(s): Mary J. Prance

Mailing Address: P.O. Box 1261, Canton, GA 30114

Phone: [REDACTED]

Email: [REDACTED]

PROPERTY INFORMATION

Tax Map #: 15N19 Parcel #: 232

Land Lot(s)/District: 101

Physical Address: 3783 Hickory Flat Hwy, Canton, GA 30115

Property Location Description: Next door to Avery Landing,
Across the street from Harmony on the Lakes
entrance

Current Zoning: R-40

(Attach additional sheets, if necessary)

Rev. 03/2015

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? NO If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- D A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- D A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- D Complete the Applicant & Property Owner(s) Signature Sections, following page;
- D Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Applicant Name (Please Print)

Corporation Name (Please Print)

Title (Please Print)

Applicant Signature

Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Dorita C. Heard
Property Owner Name (Please Print)

Dorita C. Heard
Property Owner Signature

3/9/2022
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Kathy Burch
Notary (form must be notarized)



Received by: Nancy Moore
City of Holly Springs, Georgia

Date: 4/7/2022

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Applicant Name (Please Print)

Corporation Name (Please Print)

Title (Please Print)

Applicant Signature

Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Mary J. Prance

Property Owner Name (Please Print)

Mary J. Prance

Property Owner Signature

3/10/2022

Date

Property Owner Name (Please Print)

Property Owner Signature

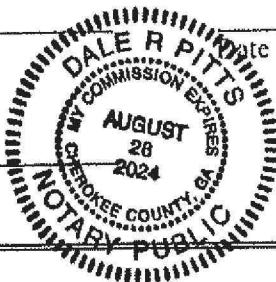
Date

Property Owner Name (Please Print)

Property Owner Signature

Dale R Pitts

Notary (form must be notarized)



Received by: _____
City of Holly Springs, Georgia

Date: _____

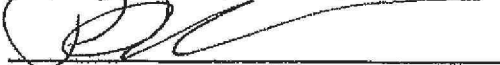
APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Parks F. Huff, Attorney/Representative

Applicant Name (Please Print)

Smith Douglas Homes

Corporation Name (Please Print)



Applicant Signature

Attorney

Title (Please Print)

3-11-2021

Date

attorney for applicant

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Property Owner Name (Please Print)

Property Owner Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Notary (form must be notarized)

Received by:

City of Holly Springs, Georgia

Date:

Cherokee County Probate Court

B. Keith Wood, Judge



90 North Street, Suite 340
Cherokee County Justice Center
Canton, Georgia 30114
678-493-6160 Fax 678-493-6170

December 13, 2021

Ms. Jennifer L. Jack
Attorney at Law
3550 George Busbee Parkway NW
Ravine Three, Suite 140
Kennesaw, GA 30144

RE: Donald William Cagle
Docket No. 2021ES0914

Dear Sir/Madam:

Please find enclosed 2 certified copies of Letters Testamentary, 1 certified copy of the Last Will and Testament, and a copy of the Final Order. Additional certified copies of Letters Testamentary may be purchased by mail as needed for \$10.00 each.

If you have any questions, please call 678-493-6160.

Sincerely,

VICKIE M. GRAMLING
Sr. Deputy Clerk

FILED IN OFFICE
This 9 day of December, 2021,
at 4:12 p.m. John D. Cline
Clerk/Deputy Clerk
Cherokee County Probate Court

IN THE PROBATE COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF)

DONALD WILLIAM CAGLE,
DECEASED)

ESTATE NO. 2021ES0914

ORDER ADMITTING WILL TO PROBATE IN SOLEMN FORM

An alleged last will and testament dated July 8, 1992 was propounded.

DONNA C. HEARD was nominated *successor personal representative by the testator. The Court finds that the decedent died domiciled within, or domiciled outside the State of Georgia but owning property within, the above county. The Court further finds that all of the heirs at law were served or acknowledged service. The Court further finds that no objection has been filed, and all requirements of law have been fulfilled. The Court further finds that the propounded Will is self-proving.

ACCORDINGLY, IT IS ORDERED that the Will dated July 8, 1992 is established as the last will and testament of the decedent ("the Decedent's Will"); that the Will be admitted to record as proven in solemn form; and, that the nominated executor named above has/have leave to qualify as personal representative by taking the required oath, after which letters testamentary shall issue. The clerk shall serve the personal representative with copies of this order and the letters upon qualification.

IT IS FURTHER ORDERED that the personal representative shall disburse all property according to the terms of the Decedent's Will and shall maintain all records of income and disbursements until discharged by order of this Court.

IT IS FURTHER ORDERED that: *[Initial all that apply]*

- _____ (a) An inventory shall be filed.
_____ (b) Annual returns shall be filed.
_____ (c) Letters of testamentary conservatorship shall issue to _____

_____ (d) Letters of testamentary guardianship shall issue to _____

SO ORDERED this 9 day of December, 2021.

B. K. Cline
Judge of the Probate Court

*First named Executor, Jenita Fowler Cagle, is deceased.

FILED IN OFFICE

2021 NOV 23 PM 4:15

Last Will and Testament

COURT OF
CHEROKEE COUNTY, GA

STATE OF GEORGIA

COUNTY OF CHEROKEE

I, DONALD WILLIAM CAGLE, of Cherokee County, being of sound and disposing mind and memory, wishing to settle my worldly affairs, do hereby make, ordain, publish and declare this my Last Will and Testament, hereby revoking and annulling all others by me heretofore made.

ITEM I

I wish my body to be buried in a Christianlike manner suitable to my circumstances and condition in life.

ITEM II

All of my just debts shall be paid out of my estate, the expenses of my last illness and funeral and the placing of a marker over my grave, be paid first by my Executor/Executrix as soon as practicable after my death.

ITEM III

I give, devise and bequeath all of my property of every kind and description, real, personal and mixed to my beloved Wife, JENITA FOWLER CAGLE, to be hers in fee simple absolute provided that she survives me by at least thirty (30) days, and in the event she

CONRAD & ABERNATHY
COUNSELLORS & ATTORNEYS AT LAW
301 EAST MAIN STREET
CANTON, GEORGIA 30114

D.C.
INITIAL

does not survive me by at least thirty (30) days, then I direct that said property be sold and the proceeds be equally divided between my two (2) children, DONNA CAGLE HEARD and CHRISTOPHER WILLIAM CAGLE to be theirs in fee simple absolute.

ITEM IV

I name, constitute and appoint JENITA FOWLER CAGLE as Executor/Executrix of this my Last Will and Testament.

If, for some reason, either physical or mental, my Wife is unable to act, or in the event she elects not to act, I hereby constitute and appoint DONNA CAGLE HEARD as primary-alternate Executrix of this my Last Will and Testament having powers and duties as prescribed by law.

I hereby confer upon my Executor/Executrix with reference to this disposition of my estate, all powers that I myself would or could have if in life, including the power to sell, any or all of said estate at public or private sale, with or without notice at any time my Executor/Executrix believes such sale or sales for the best interest of the estate, with or without advertisement or Order of any Court whatever, and the power to convey by deed or other instrument, title to any portion or all of the estate so sold, and any purchaser shall not be required to look to the application of the proceeds; with the further authority to compromise, adjust and settle, any and all claims and demands in favor of or against my estate, without authority from any Court for such sums, upon such terms and such manners they may deem best; and the power to convert to cash, invest in property, stocks and bonds of whatever nature

D.C.
INITIAL

they deem best for the welfare of my estate, and apply in proceeds therefrom as hereinbefore set out; I hereby relieve my Executor/Executrix of making any inventory or appraisement of my estate, or from giving bond, or making returns to any Court whatsoever, and all that is required of her is to probate this Will in solemn form.

In addition to the foregoing, my Executor/Executrix and Trustees under this Will and any successor or successors shall hold and manage the estate and/or any trust created hereunder with all the powers enumerated in Georgia Laws 1973, p. 846, et. seq. (Official Code of Georgia Annotated Section 53-15-3), as amended, which powers are hereby incorporated by reference into this instrument and specifically made a part hereof.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal to this my Last Will and Testament this the 8 day of July, 1992.

Donald William Cagle
DONALD WILLIAM CAGLE

The foregoing instrument was signed, sealed, declared and published by DONALD WILLIAM CAGLE as and for his Last Will and Testament in the presence of us and each of us and we at the same time, at his request, in his presence and in the presence of each

D.C.
INITIAL

other, have hereunto subscribed our names as attesting witnesses the day and year above set forth.

WITNESSES:

Sheila D. Martin
[Signature]

ADDRESSES:

Canton Ga 30114
Canton Ga 30114

STATE OF GEORGIA

COUNTY OF CHEROKEE

Before me, the undersigned authority, on this day personally appeared DONALD WILLIAM CAGLE, Sheila D. Martin and Edith Ballinger, known to me to be the testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, Donald William Cagle, Testator, declared to me and to the said witnesses in my presence that said instrument is his last will and testament and that he has willingly made and executed it as his free act and deed for the purposes therein expressed. The witnesses, each on his or her oath, stated to me in the presence and hearing of the Testator that the Testator had declared to them that the instrument is his last will and testament and that he executed same as such and wanted each of them to sign it as a witness; and upon his or her oath each witness stated further that he or she did sign the same as witness in the presence of the Testator and at his request; that he was at

DC
INITIAL

that time 14 years of age or over and was of sound mind; and that each of said witnesses was then at least 14 years of age.

Donald William Cagle
DONALD WILLIAM CAGLE

Sheila D. Martin
WITNESS

Eric A. Ballinger
WITNESS

Sworn to and subscribed before me by DONALD WILLIAM CAGLE, Testator, and sworn to and subscribed before me by Sheila D. Martin, and Eric A. Ballinger, witnesses, this 8th day of July, 1992.

Malinda Rushing
NOTARY PUBLIC

MALINDA RUSHING
Notary Public, Cobb County, Georgia
My Commission Expires Feb. 18, 1993

D.C.
INITIAL

FILED IN OFFICE
This 9 day of December, 2021
at 4:13 p.m. John D. Ulmer
Chief Deputy Clerk
Cherokee County Probate Court

IN THE PROBATE COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF

DONALD WILLIAM CAGLE,
DECEASED

)
)
)
)

ESTATE NO. 2021ES0914

LETTERS TESTAMENTARY
[Relieved of filing returns]

At a regular term of probate court, the last will and testament dated July 8, 1992 of the above-named decedent, who was domiciled in this county at the time of his or her death or was domiciled in another state but owned property in this county at the time of his or her death, was legally proven in solemn form to be the Decedent's Will and was admitted to record by order, and it was further ordered that **DONNA C. HEARD**, named as *successor executor in said Will, be allowed to qualify, and that upon so doing, letters testamentary be issued to such executor.

THEREFORE, the executor, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of executor under the Will of said decedent, according to the Decedent's Will and the law.

Given under my hand and official seal, the 9 day of December, 2021.

B. K. Wood
Judge of the Probate Court

[Seal]

*First named Executor, Jenita Fowler Cagle, is deceased.

FILED IN OFFICE
This 9 day of December, 2021
at 4:13 p.m. John D. Ulmer
Chief Deputy Clerk
Cherokee County Probate Court

IN THE PROBATE COURT OF CHEROKEE COUNTY
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DONALD WILLIAM CAGLE,
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LETTERS TESTAMENTARY
[Relieved of filing returns]

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Given under my hand and official seal, the 9 day of December, 2021.

B. K. Wood
Judge of the Probate Court

[Seal]

*First named Executor, Janita Fowler Cagle, is deceased.

02665
0137

RETURN TO: Glenn F. Sherman
GLENN F. SHERMAN & ASSOCIATES
1850 Parkway Place - Suite 420
Marietta, Georgia 30067-6222

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID \$-0-
DATE 5-13-96

PLEASE RETURN TO:
JAMES H. TURNER, P.C.
4396 EARNEY ROAD
WOODSTOCK, GA 30188

2665 137
47143/1443/Fowler

State of Georgia
Cherokee County
CLERK OF SUPERIOR COURT

THIS INDENTURE, made this 4th day of May, 1996, between OZELLA FOWLER, of the State of Georgia, County of Cherokee of the first part, and JENITA FOWLER CAGLE, WAYNE FOWLER, GENE FOWLER AND CHARLES FOWLER, of the State of Georgia, County of Cherokee of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One dollar and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all that tract or parcel of land described as follows:

All that tract or parcel of land lying and being in the 15th District and 2nd Section of Cherokee county, Georgia and being that part of Land Lot #466, more particularly described as follows:

BEGINNING at an iron pin on the North original line of said lot at the right of way of Hickory Flat-Andersonville Road and running West on said original line 565 feet to an iron pin; thence South 26°30' West a straight line 298 feet to an iron pin; thence South 63°30' East a straight line a distance of 506 feet to an iron pin at Hickory Flat-Andersonville Road; thence North 26°30' East along the right of way of said road 550 feet to starting point. Reference is made hereto to survey made by Lat Ridgway July 30, 1958. Said tract is bound on the North by C. H. Sears on West and South by W.F. Garrett and on East by Hickory Flat-Andersonville Road and containing 4.93 acres, more or less, as shown on Plat recorded at Plat Book 3, page 127, Cherokee County, Georgia Plat Records. ***

TO HAVE AND TO HOLD, the said bargained premises, 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 parties of the second part, their heirs and assigns, forever in Fee Simple Absolute.

AND THE SAID party of the first part, for her successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and affixes her seal the day and year above written.

Signed, sealed and delivered in presence of:

Witness
Glenn F. Sherman
Notary Public
CHEROKEE COUNTY, GEORGIA
My Commission Expires
October 2, 1997

OZELLA FOWLER
Georgia, Cherokee County
Filed in office this 13 day of May 1996
at 10:00 A.M. Recorded in Book 2665 Page 137
This 14 day of May 1996
Anne M. RENEAU
Clerk Superior Court

ReRep. 4-2-97
Rec. 5-14-96

ANNE M. RENEAU
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

This deed is being rerecorded to correct the omission of the Less and Except parcel as noted on the opposite margin.

Georgia, Cherokee County
Filed in office this 13 day of May 1996
at 10:00 A.M. Recorded in Book 2665 Page 137
This 14 day of May 1996
Anne M. RENEAU
Clerk Superior Court

LESS & EXCEPT all that tract of land conveyed from Lloyd Fowler and OZELLA FOWLER to Wayne Fowler by warranty deed dated January 6, 1986 REAL ESTATE 1 and recorded January 9, 1986 in Deed Book 503, Page 151, Cherokee County, Georgia records.

253

265-253

Form No. BS-505 WARRANTY DEED (Short Form)

STATE OF GEORGIA, County of CHEROKEE

This INDENTURE, Made this 26 day of June in the
 Year of Our Lord One Thousand Nine Hundred and SEVENTY NINE between
MRS. T. J. ASKEW

of the State of Georgia and County of Cherokee of the first part, and

MARY J. PRANCE
 of the State of Georgia and County of Cherokee of the second part,

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of
 ---TEN DOLLARS & OTHER VALUABLE CONSIDERATIONS --- Dollars,
 in hand paid, at and before the sealing and delivery of these presents, the receipt of which
 is hereby acknowledged, ha... granted, bargained, sold and conveyed, and by these presents
 do... grant, bargain, sell and convey unto the said part Y of the second part, her
 heirs and assigns, all that tract or parcel of land lying and being in the South half
 of original Land Lot #101 of the 16th District, 2nd Section,
 Cherokee County, Georgia and being more particularly described
 as follows:

BEGIN at an iron pin set on the Northeast side
 of Georgia Highway #140 (Hickory Flat Road) which point is located
 South 28° 12' East a distance of 25 feet from a point formed
 by the intersection of the center line of Pioneer Trail extended
 to the Northeast right of way of Georgia Highway #140; thence
 North 88° 54' East a distance of 191 feet along the property
 now or formerly owned by John Gaines a distance of 191 feet to
 an iron pin; thence South 19° 50' East a distance of 115.5 feet
 to an iron pin; thence South 68° 48' West a distance of 153.5
 feet to an iron pin located on the Northeast right of way of
 Georgia Highway #140; thence along said right of way North 28°
 12' West a distance of 184.5 feet to an iron pin, the same marking
 the point of beginning. GEORGIA, CHEROKEE COUNTY, CLERK SUPERIOR COURT

Filed by office, this 27 day of June
 19 79 at 11:57 A.M. Received by Book 65
 Page 253 No. 27 day of June 19 79
Annette Fleming

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

AND THE SAID part Y of the first part, for her heirs,
 executors and administrators, will warrant and forever defend the right and title to the above
 described property, unto the said part Y of the second part, her heirs and assigns,
 against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part ha... hereunto set her
 hand and seal, the day and year above written.

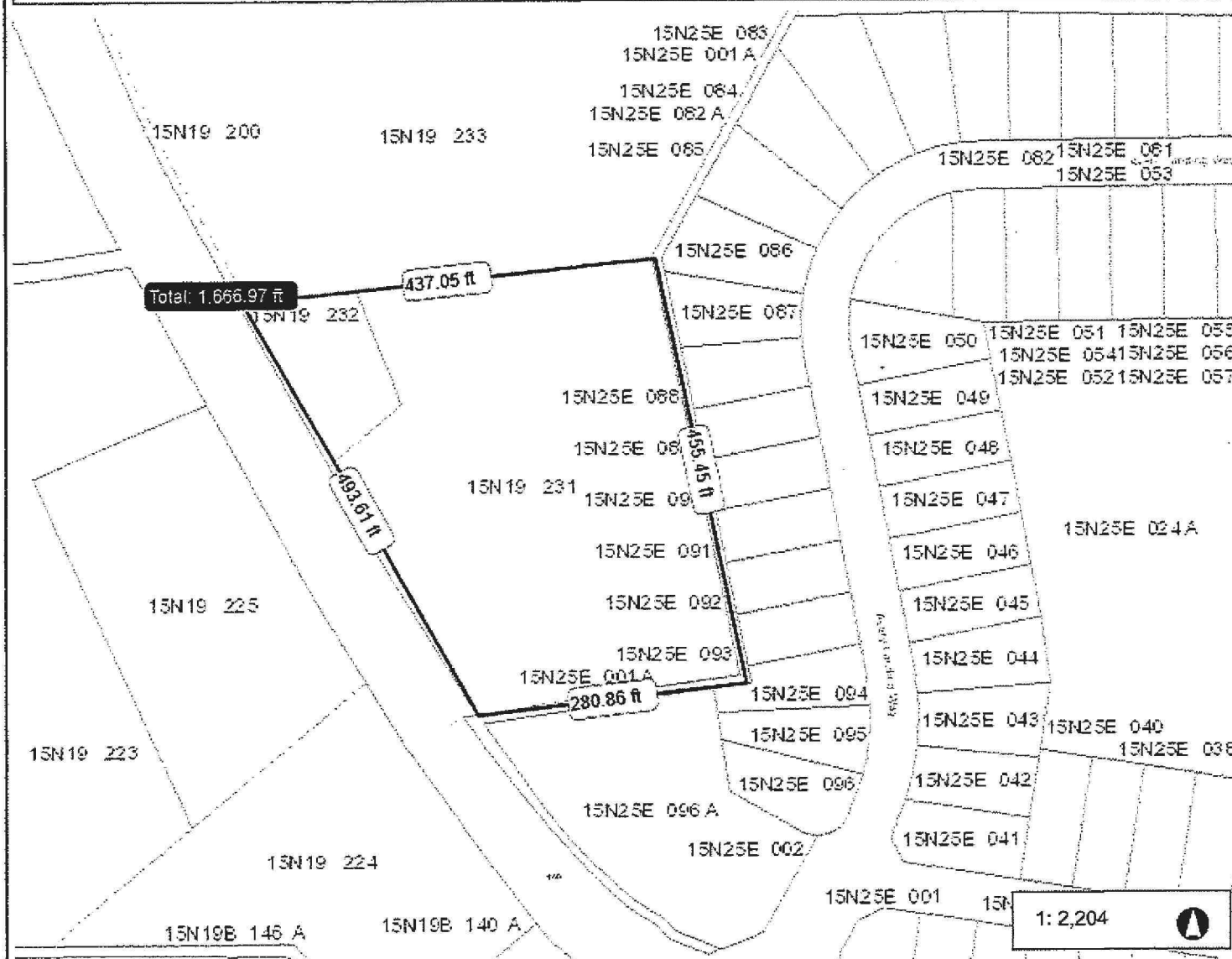
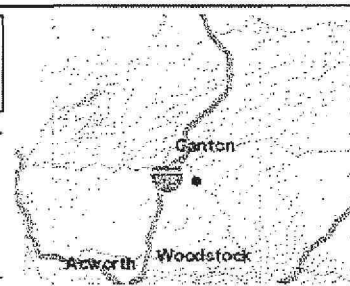
Signed, sealed and delivered in presence of:

Grace WallerMrs. T. J. Askew (Seal)MARY J. PRANCE (Seal)Notary Public, Ga., State atCherokee County, GeorgiaReal Estate Transfer TaxField & Date197927June1979

ANNETTE FLEMING
 Clerk, Superior Court of Cherokee County



Cherokee County, GA



Legend

- Airports
 - Air Acres Airfield
 - Cherokee County Regional Airport
- Parcels
- Schools
- Churches

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Applicant Procedures, See p. 8



APPLICATION MA- 03-2022 APPLICATION CUP- _____

HEARING DATE _____

DATE OF APPLICATION 3/4/2022

APPLICANT Smith Douglas Homes

OWNER Estate of Donald and

Parks Huff, Attorney/Representative

(If other than applicant) Penita Cagle

ADDRESS 110 Village Tr. Suite 210

ADDRESS 3855 Hickory Flat Hwy

Woodstock GA 30188

Canton, GA

ZIP CODE 30188 PHONE 770-422-7016

ZIP CODE 30115 PHONE [REDACTED]

EMAIL phuff@samlarkinphuff.com

SIGNATURE [Signature]

SIGNATURE [Signature]

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) R-40

REQUESTED ZONING DISTRICT TND

REQUESTED CONDITIONAL USE(S) Residential

PROPERTY LOCATION/ADDRESS 3855 Hickory Flat Hwy, Canton, GA 30115

MAP NUMBER 15A14

PARCEL NUMBER(S) 2.31

LAND LOT(S) 101

DISTRICT(S) 15th SECTION(S) 2nd

ACREAGE 3.47 SEWAGE DISPOSAL TYPE sewer UTILITIES AVAILABLE all available

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:

Applicant proposes a TND for a townhome development on Highway 140.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- WARRANTY DEED
- TAX DOCUMENTATION
- SURVEY PLAT BY REGISTERED SURVEYOR
- 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR INDIVIDUAL FOLDED TO 8.5"x11" (SEE p.7 FOR REQUIREMENTS)
- CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- FILING FEES _____ RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Application Procedures, See p. 8



APPLICATION MA- 03-2022

APPLICATION CUP- _____

HEARING DATE _____

DATE OF APPLICATION _____

APPLICANT _____

OWNER Mary J. Prance
(If other than applicant)

ADDRESS _____

ADDRESS P.O. Box 1261
Canton, GA

ZIP CODE _____ PHONE _____

ZIP CODE 30114 PHONE [REDACTED]

EMAIL _____

SIGNATURE _____

SIGNATURE Mary J. Prance

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) R-40 REQUESTED ZONING DISTRICT TND

REQUESTED CONDITIONAL USE(S) Recreational

PROPERTY LOCATION/ADDRESS 3783 Hillway Rd Hwy Canton, GA 30115

MAP NUMBER 15/14 PARCEL NUMBER(S) 232

LAND LOT(S) 101 DISTRICT(S) 15th SECTION(S) 2nd

ACREAGE .57 SEWAGE DISPOSAL TYPE sewer UTILITIES AVAILABLE all available

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ___ WARRANTY DEED
- ___ TAX DOCUMENTATION
- ___ SURVEY PLAT BY REGISTERED SURVEYOR
- ___ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
- ___ INDIVIDUAL FOLDED TO 8.5"x11" (SEE p.7 FOR REQUIREMENTS)
- ___ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ___ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ___ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ___ FILING FEE\$ _____ RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____ TABLED _____

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

- (1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? The property is located along Hickory Flat Highway between Avery Landing Subdivision to the east and across from Harmony on the Lakes. The proposal is suitable given the proximity to Harmony and adjacency to an arterial highway.
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?
The use will not adversely affect adjacent property. The townhomes will act as a transition buffer from the highway to the lower density residential.
- (3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? The property is zoned R-40. It has no reasonable economic use as zoned. No one would build a home on an estate lot surrounded by more intensive uses directly contiguous to a busy highway.
- (4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools? The use will not create an excessive or burdensome use of public infrastructure.
- (5) Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)? The city's FDM classifies the property as a Suburban Neighborhood. However, surrounding characters are Parkway Corridor and Traditional Neighborhood. The proposal is more consistent with Traditional Neighborhood and as an infill development this is the more appropriate land use category for the property.
- (6) Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents? The proposed for sale housing will provide a housing option in direct proximity to the Harmony commercial node and along a busy highway. The use fits with the goal of creating a vibrant community.
- (7) Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity? The development will comply with all development requirements and respect the environment.
- (8) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? The property is bounded on all sides by a new large church, a residential neighborhood and a busy highway. It is a small infill development and will provide a housing option close to existing commercial development and transportation.

Cherokee County Probate Court

B. Keith Wood, Judge



90 North Street, Suite 340
Cherokee County Justice Center
Canton, Georgia 30114
678-493-6160 Fax 678-493-6170

December 13, 2021

Ms. Jennifer L. Jack
Attorney at Law
3550 George Busbee Parkway NW
Ravine Three, Suite 140
Kennesaw, GA 30144

RE: Donald William Cagle
Docket No. 2021ES0914

Dear Sir/Madam:

Please find enclosed 2 certified copies of Letters Testamentary, 1 certified copy of the Last Will and Testament, and a copy of the Final Order. Additional certified copies of Letters Testamentary may be purchased by mail as needed for \$10.00 each.

If you have any questions, please call 678-493-6160.

Sincerely,


VICKIE M. GRAMLING
Sr. Deputy Clerk

FILED IN OFFICE
This 9 day of December, 2021,
at 4:12 p.m. John D. Cline
CHC Deputy Clerk
Cherokee County Probate Court

IN THE PROBATE COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF

DONALD WILLIAM CAGLE,
DECEASED

ESTATE NO. 2021ES0914

ORDER ADMITTING WILL TO PROBATE IN SOLEMN FORM

An alleged last will and testament dated July 8, 1992 was propounded.

DONNA C. HEARD was nominated *successor personal representative by the testator. The Court finds that the decedent died domiciled within, or domiciled outside the State of Georgia but owning property within, the above county. The Court further finds that all of the heirs at law were served or acknowledged service. The Court further finds that no objection has been filed, and all requirements of law have been fulfilled. The Court further finds that the propounded Will is self-proving.

ACCORDINGLY, IT IS ORDERED that the Will dated July 8, 1992 is established as the last will and testament of the decedent ("the Decedent's Will"); that the Will be admitted to record as proven in solemn form; and, that the nominated executor named above has/have leave to qualify as personal representative by taking the required oath, after which letters testamentary shall issue. The clerk shall serve the personal representative with copies of this order and the letters upon qualification.

IT IS FURTHER ORDERED that the personal representative shall disburse all property according to the terms of the Decedent's Will and shall maintain all records of income and disbursements until discharged by order of this Court.

IT IS FURTHER ORDERED that: *[Initial all that apply]*

- _____ (a) An inventory shall be filed.
_____ (b) Annual returns shall be filed.
_____ (c) Letters of testamentary conservatorship shall issue to

_____ (d) Letters of testamentary guardianship shall issue to

SO ORDERED this 9 day of December, 2021.

B. K. W. [Signature]
Judge of the Probate Court

*First named Executor, Jenita Fowler Cagle, is deceased.

FILED IN OFFICE
2021 NOV 23 PM 4:15

Last Will and Testament

COURT OF
CHEROKEE COUNTY, GA

STATE OF GEORGIA

COUNTY OF CHEROKEE

I, DONALD WILLIAM CAGLE, of Cherokee County, being of sound and disposing mind and memory, wishing to settle my worldly affairs, do hereby make, ordain, publish and declare this my Last Will and Testament, hereby revoking and annulling all others by me heretofore made.

ITEM I

I wish my body to be buried in a Christianlike manner suitable to my circumstances and condition in life.

ITEM II

All of my just debts shall be paid out of my estate, the expenses of my last illness and funeral and the placing of a marker over my grave, be paid first by my Executor/Executrix as soon as practicable after my death.

ITEM III

I give, devise and bequeath all of my property of every kind and description, real, personal and mixed to my beloved Wife, JENITA FOWLER CAGLE, to be hers in fee simple absolute provided that she survives me by at least thirty (30) days, and in the event she

CONRAD & ABERNATHY
COUNSELLORS & ATTORNEYS AT LAW
301 EAST MAIN STREET
CANTON, GEORGIA 30114

D.C.
INITIAL

does not survive me by at least thirty (30) days, then I direct that said property be sold and the proceeds be equally divided between my two (2) children, DONNA CAGLE HEARD and CHRISTOPHER WILLIAM CAGLE to be theirs in fee simple absolute.

ITEM IV

I name, constitute and appoint JENITA FOWLER CAGLE as Executor/Executrix of this my Last Will and Testament.

If, for some reason, either physical or mental, my Wife is unable to act, or in the event she elects not to act, I hereby constitute and appoint DONNA CAGLE HEARD as primary-alternate Executrix of this my Last Will and Testament having powers and duties as prescribed by law.

I hereby confer upon my Executor/Executrix with reference to this disposition of my estate, all powers that I myself would or could have if in life, including the power to sell, any or all of said estate at public or private sale, with or without notice at any time my Executor/Executrix believes such sale or sales for the best interest of the estate, with or without advertisement or Order of any Court whatever, and the power to convey by deed or other instrument, title to any portion or all of the estate so sold, and any purchaser shall not be required to look to the application of the proceeds; with the further authority to compromise, adjust and settle, any and all claims and demands in favor of or against my estate, without authority from any Court for such sums, upon such terms and such manners they may deem best; and the power to convert to cash, invest in property, stocks and bonds of whatever nature

D.C.
INITIAL

they deem best for the welfare of my estate, and apply in proceeds therefrom as hereinbefore set out; I hereby relieve my Executor/Executrix of making any inventory or appraisement of my estate, or from giving bond, or making returns to any Court whatsoever, and all that is required of her is to probate this Will in solemn form.

In addition to the foregoing, my Executor/Executrix and Trustees under this Will and any successor or successors shall hold and manage the estate and/or any trust created hereunder with all the powers enumerated in Georgia Laws 1973, p. 846, et. seq. (Official Code of Georgia Annotated Section 53-15-3), as amended, which powers are hereby incorporated by reference into this instrument and specifically made a part hereof.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal to this my Last Will and Testament this the 8 day of July, 1992.

Donald William Cagle
DONALD WILLIAM CAGLE

The foregoing instrument was signed, sealed, declared and published by DONALD WILLIAM CAGLE as and for his Last Will and Testament in the presence of us and each of us and we at the same time, at his request, in his presence and in the presence of each

D.C.
INITIAL

other, have hereunto subscribed our names as attesting witnesses the day and year above set forth.

WITNESSES:

Sheila D. Martin
Erica D. Balingen

ADDRESSES:

Canton Ga 30114
Canton Ga 30114

STATE OF GEORGIA

COUNTY OF CHEROKEE

Before me, the undersigned authority, on this day personally appeared DONALD WILLIAM CAGLE, Sheila D. Martin and Erica D. Balingen, known to me to be the testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, Donald William Cagle, Testator, declared to me and to the said witnesses in my presence that said instrument is his last will and testament and that he has willingly made and executed it as his free act and deed for the purposes therein expressed. The witnesses, each on his or her oath, stated to me in the presence and hearing of the Testator that the Testator had declared to them that the instrument is his last will and testament and that he executed same as such and wanted each of them to sign it as a witness; and upon his or her oath each witness stated further that he or she did sign the same as witness in the presence of the Testator and at his request; that he was at

D.C.
INITIAL

that time 14 years of age or over and was of sound mind; and that each of said witnesses was then at least 14 years of age.

Donald William Cagle
DONALD WILLIAM CAGLE

Sheila D. Martin
WITNESS

Eric A. Ballinger
WITNESS

Sworn to and subscribed before me by DONALD WILLIAM CAGLE,
Testator, and sworn to and subscribed before me by Sheila
D. Martin, and Eric A. Ballinger, witnesses,
this 8th day of July, 1992.

Malinda Rushing
NOTARY PUBLIC

MALINDA RUSHING
Notary Public, Cobb County, Georgia
My Commission Expires Feb. 18, 1993

D.C.
INITIAL

FILED IN OFFICE
This 9 day of December, 2021
at 4:13 p.m., John D. Uline
~~Chief~~ Deputy Clerk
Cherokee County Probate Court

IN THE PROBATE COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF

DONALD WILLIAM CAGLE,
DECEASED

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)
)

ESTATE NO. 2021ES0914

LETTERS TESTAMENTARY

[Relieved of filing returns]

At a regular term of probate court, the last will and testament dated July 8, 1992 of the above-named decedent, who was domiciled in this county at the time of his or her death or was domiciled in another state but owned property in this county at the time of his or her death, was legally proven in solemn form to be the Decedent's Will and was admitted to record by order, and it was further ordered that **DONNA C. HEARD**, named as *successor executor in said Will, be allowed to qualify, and that upon so doing, letters testamentary be issued to such executor.

THEREFORE, the executor, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of executor under the Will of said decedent, according to the Decedent's Will and the law.

Given under my hand and official seal, the 9 day of December, 2021.

B. K. Wood
Judge of the Probate Court

[Seal]

*First named Executor, Jenita Fowler Cagle, is deceased.

FILED IN OFFICE
This 9 day of December, 2021
at 4:13 p.m. John D. Ulmer
~~Chief~~ Deputy Clerk
Cherokee County Probate Court

IN THE PROBATE COURT OF CHEROKEE COUNTY
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DONALD WILLIAM CAGLE,
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B. K. Wood
Judge of the Probate Court

[Seal]

*First named Executor, Jenita Fowler Cagle, is deceased.

02665
0137

RETURN TO: Glenn F. Sherman
GLENN F. SHERMAN & ASSOCIATES
2850 Parkway Place - Suite 420
Cherokee, Georgia 30007-4222

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID \$ 0.00
DATE 5-13-96

PLEASE RETURN TO:
JAMES H. TURNER, P.C.
4395 EARNLEY ROAD
WOODSTOCK, GA 30188

WARRANTY DEED BK 10.00 PG 47N3/1443/Fowler

State of Georgia
Cherokee County
CLERK OF SUPERIOR COURT 2665 137

THIS INDENTURE, made this 4th day of May, 1996, between ORELLA FOWLER, of the State of Georgia, County of Cherokee of the first part, and JENITA FOWLER CAGLE, WAYNE FOWLER, GENE FOWLER AND CHARLES FOWLER, of the State of Georgia, County of Cherokee of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One dollar and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all that tract or parcel of land described as follows:

All that tract or parcel of land lying and being in the 15th District and 2nd section of Cherokee county, Georgia and being that part of Land Lot #466, more particularly described as follows:

BEGINNING at an iron pin on the North original line of said lot at the right of way of Hickory Flat-Andersonville Road and running West on said original line 565 feet to an iron pin; thence South 26°30' West a straight line 298 feet to an iron pin; thence South 63°30' East a straight line a distance of 506 feet to an iron pin at Hickory Flat-Andersonville Road; thence North 26°30' East along the right of way of said road 550 feet to starting point. Reference is made hereto to survey made by Lat Ridgway July 30, 1958. Said tract is bound on the North by C. H. Sears on West and South by W.F. Garrett and on East by Hickory Flat-Andersonville Road and containing 4.93 acres, more or less, as shown on Plat recorded at Plat Book 3, page 127, Cherokee County, Georgia Plat Records. ***

TO HAVE AND TO HOLD, the said bargained premises, 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 parties of the second part, their heirs and assigns, forever in Fee Simple Absolute.

AND THE SAID party of the first part, for her successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and affixes her seal the day and year above written.

Signed, sealed and delivered in presence of:

Shirley B. Owen
Witness

James H. Turner
Public

COBB COUNTY, GEORGIA
My Commission Expires
October 2, 1997

ORELLA FOWLER
Georgia, Cherokee County
Filed in office this 13 day of May 1996
at 10:00 A.M. Recorded in Book 47N3 Page 1443
this 14 day of May 1996
Anne M. Renneau
Clerk Superior Court

CLERK OF SUPERIOR COURT
Anne M. Renneau

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID \$ 0.00
DATE 4-1-97

LESS & EXCEPT all that tract of land conveyed from Lloyd Fowler and Orelia Fowler to Wayne Fowler by warranty deed dated January 6, 1986 REAL ESTATE 1 and recorded January 9, 1986 in Deed Book 503, Page 151, Cherokee County, Georgia records.

ANNE M. RENNEAU
CLERK SUPERIOR COURT OF CHEROKEE COUNTY

Re Rep. 4297
Rec. 5-14-96

253

265-253

Form No. 88-505 WARRANTY DEED (Short Form)

STATE OF GEORGIA, County of CHEROKEE

This INDENTURE, Made this 26 day of June in the
 Year of Our Lord One Thousand Nine Hundred and SEVENTY-NINE between
MRS. T. J. ASKEW

of the State of Georgia and County of Cherokee of the first part, and
MARY J. FRANCE

of the State of Georgia and County of Cherokee of the second part,

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of
TEN DOLLARS & OTHER VALUABLE CONSIDERATIONS Dollars,
 in hand paid, at and before the sealing and delivery of these presents, the receipt of which
 is hereby acknowledged, ha... granted, bargained, sold and conveyed, and by these presents
 do... grant, bargain, sell and convey unto the said part Y of the second part, her
 heirs and assigns, all that tract or parcel of land being and being in the South half
 of original Land Lot #101 of the 15th District, 2nd Section,
 Cherokee County, Georgia and being more particularly described
 as follows:

BEGIN at an iron pin set on the Northeast side
 of Georgia Highway #140 (Hickory Flat Road) which point is located
 South 28° 12' East a distance of 25 feet from a point formed
 by the intersection of the center line of Pioneer Trail extended
 to the Northeast right of way of Georgia Highway #140; thence
 North 88° 54' East a distance of 191 feet along the property
 now or formerly owned by John Gaines a distance of 191 feet to
 an iron pin; thence South 19° 50' East a distance of 115.5 feet
 to an iron pin; thence South 68° 48' West a distance of 153.5
 feet to an iron pin located on the Northeast right of way of
 Georgia Highway #140; thence along said right of way North 28°
 12' West a distance of 184.5 feet to an iron pin, the same marking
 the point of beginning. GEORGIA, CHEROKEE COUNTY, CLERK SUPERIOR COURT

Filed in office, this 27 day of June
 1979 at 11:58 AM Records & Deeds 65
 Page 253 of 2 of June 27 1979
Walter Waller

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

AND THE SAID part Y of the first part, for her heirs,
 executors and administrators, will warrant and forever defend the right and title to the above
 described property, unto the said part Y of the second part, her heirs and assigns,
 against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part ha... hereunto set her
 hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

Walter Waller Mrs. T. J. Askew (Seal)
 Witness MRS. T. J. ASKEW (Seal)
Walter Waller (Seal)
 Notary Public, Ga., State at Cherokee County, Georgia
Large Real Estate Transfer Tax

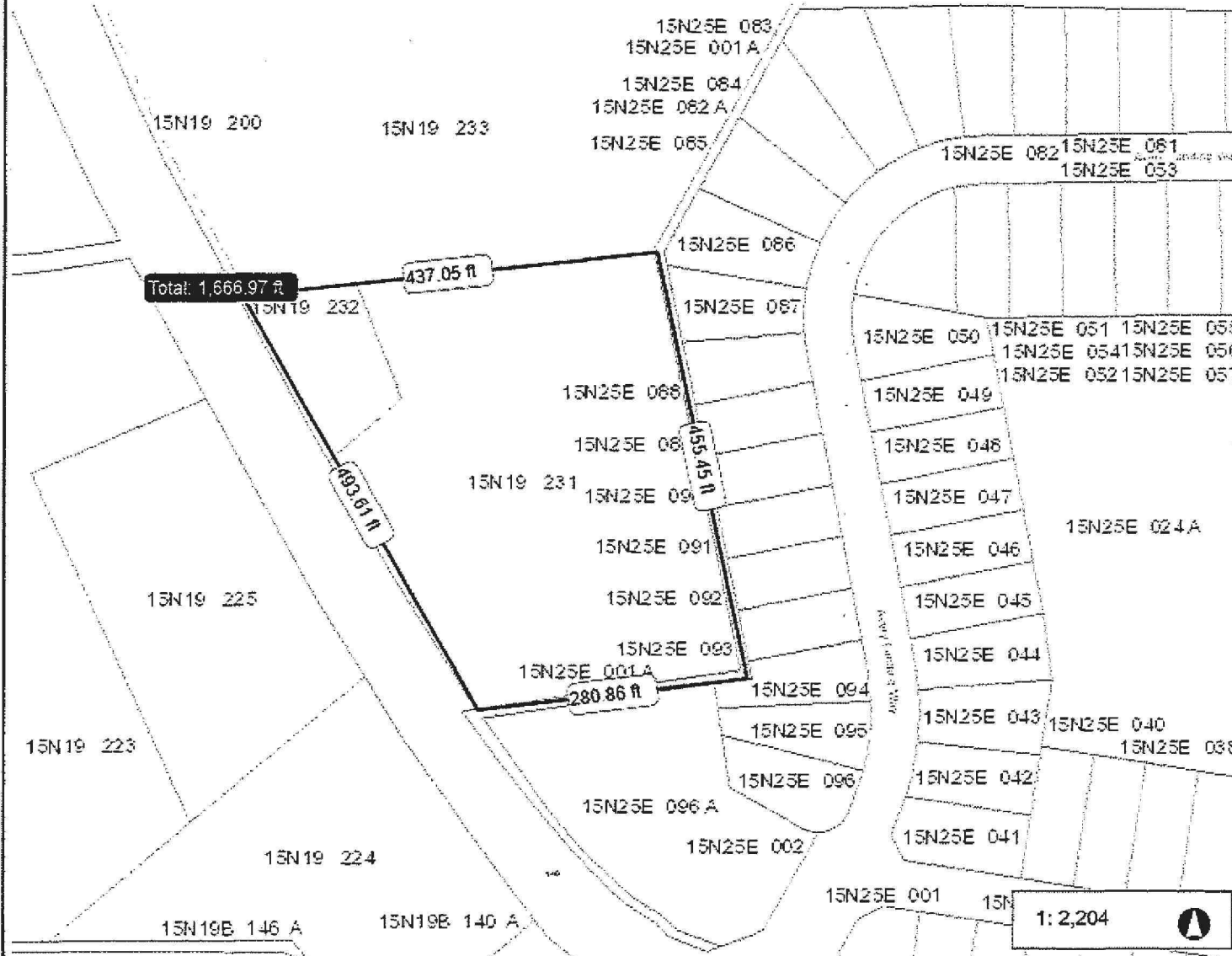
Filed & 11:58
 Date June 27 1979
Walter Waller
 Clerk of Superior Court

Rec 6-28-79

ANNETTE FLEMING
 Clerk, Superior Court of Cherokee County



Cherokee County, GA



Legend

- Airports
 - Air Acres Airfield
 - Cherokee County Regional Airport
- Parcels
- Schools
- Churches

1:2,204



Notes

367.3 0 183.64 367.3 Feet

© Cherokee County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES _____ NO

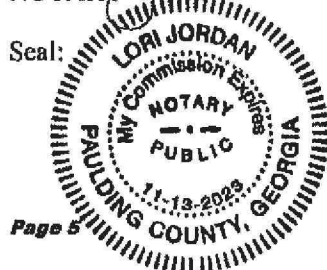
3-11-2022
DATE

Parkis H. A.
APPLICANT NAME PRINTED

PZ
APPLICANT SIGNATURE

Lori Jordan
NOTARY

Seal:



ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES _____ NO

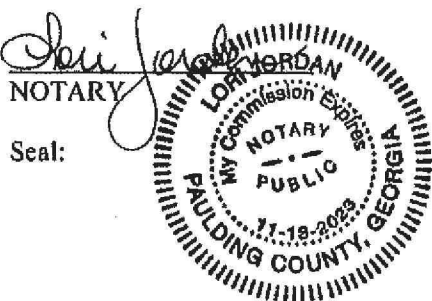
D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES _____ NO

3-11-2022
DATE

Smith Douglas H. H. H.
APPLICANT NAME-PRINTED

P. J. H. Attorney
APPLICANT SIGNATURE



ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES X _____ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES X _____ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES X _____ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES X _____ NO

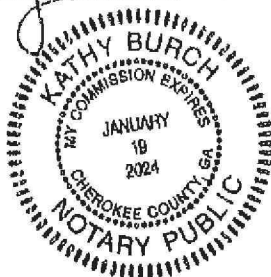
3/7/2022
DATE

Donna C. Heard
APPLICANT NAME PRINTED

Donna C. Heard
APPLICANT SIGNATURE

Kathy Burch
NOTARY

Seal:



ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ☒ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES ☒ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES ☒ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES ☒ NO

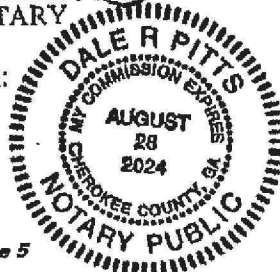
3-4-22
DATE

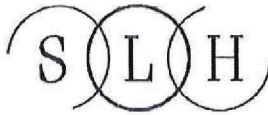
Mary J. Prance
APPLICANT NAME PRINTED

Mary J. Prance
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:





GARVIS L. SAMS, JR
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770-422-7016
TELEPHONE
770.426.6583
FACSIMILE

March 25, 2022

TO: NEARBY PROPERTY OWNERS

Re: Application of Smith Douglas Homes for Annexation and Rezoning for 4.10± acres of real property located in Cherokee County, Georgia; Tax Map 15N19 231 and 15N19 232, Land Lot 101, 15th District, 2nd Section.

Smith Douglas Homes proposes to develop a neighborhood consisting of 32 homes located at 3783 and 3855 Hickory Flat Highway on 4.10± acres as depicted on the attached proposed site plan. The property is currently zoned R-40 in in Cherokee County. Smith Douglas Homes proposes to annex the property into the City of Holly Springs and rezone the entire property to TND for a traditional neighborhood townhome community.

The City of Holly Springs Public Hearing process includes inviting area residents to a Public Participation Meeting to learn more about the proposal. This is an informal meeting that will allow the Applicant to tell you about the proposal. You are receiving this notice because you own property close to the proposed project. The meeting will be held on **Wednesday, April 6, 2022 beginning at 6:30 p.m.** at the Cherokee County Fire Station 23 Community Room located at 7675 Vaughn Road, Canton, GA 30115.

If you are unable to attend the public participation meeting and would like additional information, please contact me at your earliest convenience either via phone or email. I look forward to seeing you at the public participation meeting.

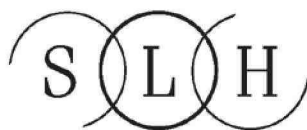
Sincerely,

SAMS, LARKIN & HUFF, LLP

A handwritten signature in dark ink, appearing to read "Parks F. Huff".

Parks F. Huff
Attorney for the Applicant
phuff@samslarkinbuff.com

PFH/jcc
Enclosure



GARVIS L. SAMS, JR
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770•422•7016
TELEPHONE
770.426.6583
FACSIMILE

May 6, 2022

VIA U.S. MAIL

Ms. Nancy Moon, Community Development Director
City of Holly Springs
3237 Holly Springs Pkwy.
Holly Springs, GA 30115

Re: Application of Smith Douglas Homes for Annexation and Rezoning for 4.10± acres of real property located in Cherokee County, Georgia; Tax Map 15N19 231 and 15N19 232, Land Lot 101, 15th District, 2nd Section.

Dear Nancy:

On April 6, 2022, I conducted a public input meeting at the Hickory Flat Fire Station Community Room. The attendees included a lot of people from the adjacent neighborhood, Avery Landing. I also received several emails before the meeting from area residents, which are attached.

The concerns included:

- 1) How the proposed neighborhood would handle stormwater management. There are drainage easements and drainage structures in the back yard of Avery Landing residents that are currently stressed. Smith Douglas will capture existing bypass drainage that goes in these yards and direct it to the stormwater system for the new neighborhood, which should alleviate existing problems.
- 2) Too many homes and don't like attached product. The property is a smaller 4-acre parcel that is sandwiched between a proposed large church and school campus and the existing Avery Landing neighborhood. Figuring out how to develop a small parcel that creates a transition from a busy highway, a church campus and an existing neighborhood is challenging. Initially, Smith Douglas proposed townhomes but has since revised the proposal to detached homes, which naturally, also decreases the density.
- 3) Traffic concerns. Hickory Flat Highway is a busy road and a lot of existing traffic. The access will be designed in accordance with Cherokee DOT, GDOT and city DOT standards. The traffic created by this neighborhood is relatively small and less than if the property was developed commercially, or an institutional use.
- 4) Buffers and removal of large trees that are creating a nuisance. An adjacent neighbor has concerns about a large oak tree on the boundary line. The applicant will address any trees that need to be removed or trimmed on the boundary line and install an appropriate buffer using fencing or landscaping as necessary.

SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP

VIA HAND DELIVERY AND VIA EMAIL:

Ms. Nancy Moon, Manager
Holly Springs
Community Development Agency
May 6, 2022
Page 2

Attached, please find the sign-in sheet a separate email correspondence. Please contact me at your earliest convenience should you have any questions regarding the meeting.

Sincerely,

SAMS, LARKIN & HUFF, LLP



Parks F. Huff
Attorney for the Applicant
phuff@samslarkinhuff.com

PFH/jcc
Enclosure



PLANNING AND ZONING

May 6, 2022

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-01-2022 Hickory Flat Highway

Dear Mrs. Moon:

The annexation case A-01-2022 Hickory Flat Highway was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on Tuesday, May 4, 2022. The applicant is requesting to annex and rezone two parcels on Hickory Flat Highway from R-40 to TND, for the development of 24 single-family homes on 4.04 acres.

Based on the staff review and discussion at the commission meeting, the Board of Commissioners voted unanimously to express that they have no land use objections concerning this annexation. However, the Board had serious concerns about the setback along Hickory Flat Highway, the land use, the density, and meeting fire code standards. The following items are offered for the City Council's consideration:

1. The homes should be setback from Hickory Flat Highway at least 75 feet from the right-of-way to preserve space for future road expansion.
2. The Board would prefer the density to be two units per acre matching the County Comprehensive Plan, and not more than 3.5 units per acre that is consistent with the surrounding area.
3. The County likewise would prefer a commercial use on this site.
4. Please verify the dead-end road will meet all applicable fire codes.

I have attached the complete staff analysis for your use. It contains more discussion about the items discussed above.

Feel free to reach out 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 to the right.

Kevin Turner, AICP
Deputy Director



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 04/18/2022

Per O.C.G.A. § 36-36-113 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 30 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested

City	Holly Springs		
Case Number	A-01-2022	Applicant	Parks Huff
Receipt of Annexation Notice Date			4/15/2022
Holly Springs Planning Commission Public Hearing			5/12/2022
Meeting date the Board of Commissioners must decide whether to object.			5/3/2022
30 day period to object expires on			5/15/2022
City Council Review & Decision			6/23/2022

Staff is requested to review the application for annexation and provide a response to the following questions.

	Yes	No
Is the property to be annexed contiguous to city jurisdictional boundary?	X	
Development Map designation	Suburban Growth/Transitional	
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood	
Surrounding County Future Development Map	Suburban Growth/Transitional	
Does this annexation create an "island" of unincorporated land?		X

1) If the application is granted will there be a material increase in burden upon the County directly related to :		
	Yes	No
a) the proposed change in zoning or land use?		X
b) the proposed increase in density?		X
c) infrastructure demands related to the proposed change in zoning or land use?		X

2) Will delivery of services be affected by the annexation?	Yes	No
		X
If the answer to (2) is yes, is the affect on delivery of services directly related to a) the proposed change in zoning or land use? b) the proposed increase in density? c) infrastructure demands related to the proposed change in zoning or land use? Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.		

3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?	Yes	No
		X
If the answer to (3) is yes, please provide the evidence		

4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?	Yes	No
	X	
If the answer to (4) is no, does the proposed change in zoning or land use result in:		
a) a use which significantly increases the net cost of infrastructure?	Yes	No
		X
b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?		X

If the answer to 4(a) or 4(b) is yes, then:	Yes	No
c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?	X	
d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?		X

Comments:

Planning and Zoning

The applicant is requesting to annex and rezone two parcels on Hickory Flat Highway from R-40 to TND, for the development of 24 single-family homes on 4.04 acres. All adjacent properties, as well as those across the street are in the City of Holly Springs, so there should be no impact on county properties.

The parcels are located in the Suburban Growth and Transitional Corridor character areas. The proposed density of just under 6 units an acre is not consistent with these character areas, which call for a maximum of 2 units per acre due to the Transitional Corridor on top of Suburban Growth. Similarly, primary land-uses for the areas call for single family detached houses. Secondary uses in Transitional Corridor include small-scale shops and restaurants or personal and professional services, which would also be appropriate for this property.

Engineering

The Transportation Department has reviewed the application has some concerns regarding the front building setback along State Route 140. Cherokee County currently requires a 75' front building setback along arterial roadways. This is intended to preserve areas for widening those major roadways in the future. State Route 140 is currently being evaluated for widening and it is anticipated that this is a project that will move forward. Without the larger setback along the State Route 140 frontage, it could likely require residences/structures to be removed as part of the widening project.

Fire Marshal

- A water flow test shall be conducted to ensure adequate water supply for the development is available for firefighting. There is a 12" waterline along Hickory Flat Hwy.
- Any future development of the property should be designed and built to meet minimum state fire codes.

Legal Review Results

This annexation does not create an unincorporated island. No additional comments from Legal.

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in [Code Section 36-36-111](#).

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in [Code Section 48-8-110](#), which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **ORD-06-2022**, proposed text amendment to the Holly Springs Zoning Ordinance, Article 5: District Uses and Regulations to amend Section 5.4-40, Self-Storage Establishment

DATE: June 1, 2022

COUNCIL MEETING DATE: June 6, 2022

Last amended in 2008, the Self-Storage Establishment regulations were established when self-storage units were widely composed of single-story metal structures on concrete slabs and spread out over property. The regulations were written to camouflage the structures and lessen the impacts to the area. The most common type of self-storage establishments constructed today consists of multi-story buildings constructed with brick and/or stone and look more like office buildings. With the ability to go vertical, they do not utilize as much land. Of the past four self-storage establishment conditional use permit cases heard by the Holly Springs Planning Commission, three sites were approved (the 4th is pending approval by City Council) for this type of structure to be built on tracts with less than 5 acres. Still being permitted as a conditional use, the following changes will bring the code more in line with the current types of facilities while still providing protection to surrounding property owners:

ARTICLE 5: DISTRICT USES AND REGULATIONS

5.4-40 Self-Storage Establishments. Self-Storage Establishments, also known as “Self Service Storage” and “Storage Facilities” are any real property designed and used for renting or leasing individual storage spaces, other than storage spaces which are leased or rented as an incident to the lease or rental of residential property or dwelling units, to which the occupants thereof have access for storing or removing their personal property. No occupant shall use a self-service storage facility for residential purposes. The purpose of this section is to mitigate the negative effects of impervious surfaces, stormwater runoff, bright lights and noise, to promote the aesthetic quality and operational safety of adjacent land uses, to promote diverse economic uses, and to ensure compatibility with adjacent uses and surrounding neighborhoods and businesses. In addition to an application for a conditional use permit, the applicant shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) Individual storage units shall be located within Self-Storage Establishment structures, primarily accessed from interior corridors. However, any individual storage space that is not accessed from an interior corridor, and whose individual unit door is accessed from the outside of the structure so that the unit door is visible from public rights-of-way or adjacent properties of dissimilar zoning or use, are to be adequately and sufficiently screened from view through the use of landscaping, plantings, walls, fencing or by use of other approved methods to emphasize architectural aesthetics and to blend in with adjacent uses.

Deleted: <#>Self-Storage Establishments shall only be permissible on a tract of at least five (5) acres. ¶

- b.) All facades constructed in connection with Self-Storage Establishments and structures therewith, that are visible from public rights-of-way or adjacent properties, or dissimilar uses, shall be constructed of either brick, stone, or other City pre-approved masonry materials, or a combination thereof. Additionally, said structures shall also be constructed of materials and colors that are compatible with and that embody the forms and features of buildings in the area.
- c.) Self-Storage Establishments proposed and designed to be entirely self-contained, with no individual customer unit door(s) typically accessed from the outside of the structure, and with one or more levels (storage facility), shall be climate controlled, with no individual customer storage unit doors placed on the exterior of the structure. The architecture of these buildings shall be constructed consistent with the requirements of this section and other zoning codes, as well as the architecture of the immediate vicinity.
- d.) The owner/operator of Self-Storage Establishments shall provide an on-site Manager, who shall maintain and operate an office on the premises. Said office is required to be operated with personnel, open and occupied a minimum of forty (40) hours each seven- day week. Said operational hours are to be posted conspicuously on the premises, for public view.
- e.) A decorative fence or wall may be required on all street frontages, which shall be compatible with the architecture of the building(s). ▼
- f.) The outdoor storage of vehicles and/or equipment as an ancillary use of the self-storage establishment business may be considered at the time of review by Mayor and City Council. Each vehicle and/or piece of equipment stored on the premises must be kept in an approved parking space, with drive aisles. All outdoor vehicle/equipment storage shall be completely shielded from views of public rights-of-way and buffered from adjacent properties and dissimilar uses. All other forms of outdoor storage are expressly prohibited.
- g.) The proposed height of self-storage establishment structures shall be reviewed through the zoning process. The Mayor and City Council shall have the discretion to restrict the height of said structures.
- h.) For “Warehousing,” “Storage Yard,” and other storage uses not intended for individual access by the public, please review the Light Industrial Zoning District. For businesses proposed to engage primarily in the outdoor storage of vehicles and/or equipment, please review the Light Industrial Zoning District.

Planning Commission Recommendation

Planning Commission conducted a public hearing on May 9, 2022. No public comments were made. A recommendation to **approve** the text amendment passed by a vote of 2-1 (Abstention).

Deleted: shall be placed

Deleted: A six (6) foot chain link fence, or approved alternate, is permitted thirty (30) feet behind the building line of the building(s) closest to the nearest public street, but shall not be visible from any public street. Said chain link fence shall be black or an earth tone color compatible with the immediate area.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Approval of amendment to the Municipal Services Master Fee Schedule

DATE: June 1, 2022 **COUNCIL MEETING DATE:** June 6, 2022

RECOMMENDATION

Approval of amendment to the Municipal Services Master Fee Schedule.

REPORT-IN-BRIEF/DISCUSSION

A number of residents and/or businesses have applied or requested information for installation of solar panels. Although typically, we have charged the basic minimum permit fee of \$50 (residential) or \$100 (non-residential), we have determined that there is enough interest to warrant the following adjustments to the fee schedule:

Add the following:

Building, Fire & Development Fees

Building Permits

Permit Type	Fee
Solar Panel (residential) + Electrical Permit Fee	\$50 + \$50
Solar Panel (non-residential) + Electrical Permit Fee	\$100 + \$70

CONCURRENCES

City Manager

FISCAL IMPACT

N/A

ALTERNATIVES

Denial of Request

ATTACHMENTS

None

Meeting Location:
3235 Holly Springs Parkway, Public Safety Building Courtroom



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Gabby Yetten
Contact Phone	(646) 715-5529
Contact Email	gyetten@cleargov.com

Order Date	Jun 3, 2022
Order valid if signed by	Jun 30, 2022

Customer Information					
Customer	City of Holly Springs	Contact	Denise Lamazares	Billing Contact	
Address	3237 Holly Springs Parkway	Title	Finance Director	Title	
City, St, Zip	Holly Springs, GA 30115	Email	dlamazares@hollyspringsga.us	Email	
Phone	770-345-5536			PO # (If any)	

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2022	\$1,200.00	One Time Setup Fee
Jul 1, 2022	\$4,950.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jul 1, 2022	Jul 1, 2022	ClearGov Setup Services
Initial	Jul 1, 2022	Jun 30, 2025	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.		Tier 1
		\$ 1,200.00
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 1,200.00
Subscription Services		Tier
ClearGov Digital Budget Book - Civic Edition		Tier 1
		\$ 4,950.00
ClearGov Capital Budgeting Lite - Civic Edition		Tier 1
		No Charge
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 4,950.00
Billing Terms and Conditions		
Valid Until	Jun 30, 2022	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.

Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	Steven W. Miller
Title	Mayor

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.



Software Proposal

PREPARED ON

May 6, 2022

PREPARED FOR

Denise Lamazares
Finance Director
City of Holly Springs

PREPARED BY

Gabby Yetten
ClearGov, Inc.
gyetten@cleargov.com
(646) 715-5529



OUR MISSION

**We Create Easy-to-Use Software
to Help Governments Budget Better**

May 6, 2022

Denise Lamazares
Finance Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

Dear Denise,

Per our discussions, I am pleased to provide you and your team at Holly Springs with the attached software proposal for your consideration.

Our mission at ClearGov is to create easy-to-use, modern software to help governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for local governments like Holly Springs.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Gabby Yetten
ClearGov, Inc.
gyetten@cleargov.com
(646) 715-5529

Table of Contents

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Executive Summary

Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that every local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our conversations with Holly Springs and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ClearGov Transparency

- Transforms complex government financials into easy-to-understand infographics
- Publishes fiscal information in a uniquely compelling way that drives understanding and support throughout your community
- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$2,400.00
Setup Discount: Jun 30, 2022	(\$480.00)
Total Setup Service Fees	\$1,920.00

Annual Subscription Service Fees (Annual investment)	
ClearGov Digital Budget Book	\$4,950.00
ClearGov Transparency	\$4,300.00
ClearGov Capital Budgeting Lite	No Charge
Bundle Discount	(\$1,850.00)
Total Annual Subscription Service Fees	\$7,400.00

See the Investment Section below for full details on setup fees and annual subscriptions.

Implementation Plan

While implementing ClearGov's accessible solutions is designed to be a straightforward process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently. A comprehensive implementation plan is described in more detail later in this proposal. Here are the highlights:

Project Management

- ClearGov will assign you a dedicated Client Success Manager (CSM) to coordinate, lead, and manage the entire setup process as well as provide ongoing support. A ClearGov Data Onboarding Consultant will facilitate the onboarding of your data with the ClearGov platform. They will work side-by-side with key members of your team to get you up and running as quickly as possible.

Data Onboarding Scope of Work

- ClearGov will handle importing, onboarding, and mapping of your financial data. In short, we'll take your raw revenue and expenditure information, format it, and upload it to the ClearGov platform so it is consistent with your chart of accounts. The only thing you have to do is supply the data, which generally involves running a few simple reports from your existing accounting system and review/confirm the results. We'll walk you through the process.

Onboarding Process & Timeline

- See below for a step-by-step review of our process, which we have successfully deployed with hundreds of local government customers. The heavy lifting is on us, and you should only need to spend a few hours here and there over the course of a handful of weeks, depending upon the volume/complexity of your data as well as ClearGov client backlog.

Training and Support

- ClearGov provides all the training and support you need throughout implementation and for as long as you're a ClearGov customer. You will also have access to a frequently updated library of online resources and best practices to help you achieve the best outcomes.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Holly Springs, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Holly Springs into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



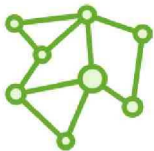
CLEAR AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives Local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



COST EFFECTIVE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

Our goal is to delight our customers with unbeatable value in everything we do.

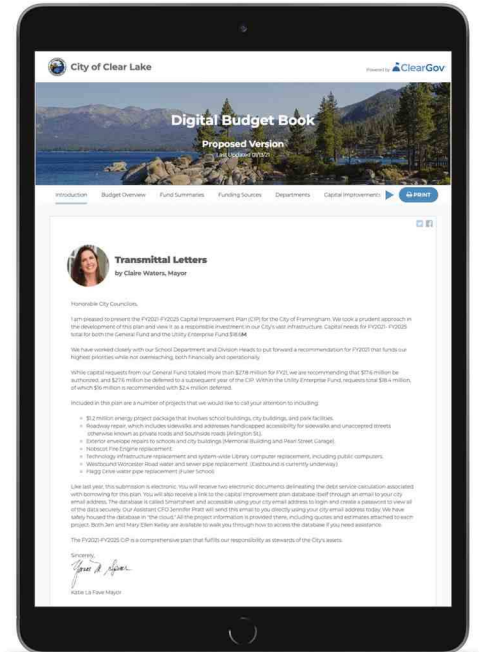
Digital Budget Book

Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

[Watch a 5 minute micro-demo here](#)



- ✓ Automated Fund Summaries
- ✓ Capital Improvements Inclusion
- ✓ Department Specific Pages
- ✓ Automatic Data Updates
- ✓ Collaborate and Customize
- ✓ Automated Workflows
- ✓ Built-in GFOA Best Practices
- ✓ And more...



"The ClearGov Digital Budget Book software enabled the City staff of Monte Sereno to turn an ordinary, plain text budget document into a dynamic 3-dimensional annual report. Our City Council was extremely pleased and complimentary of the presentation. The staff at ClearGov were outstanding in their efforts to help us deliver the budget on time and in great form."

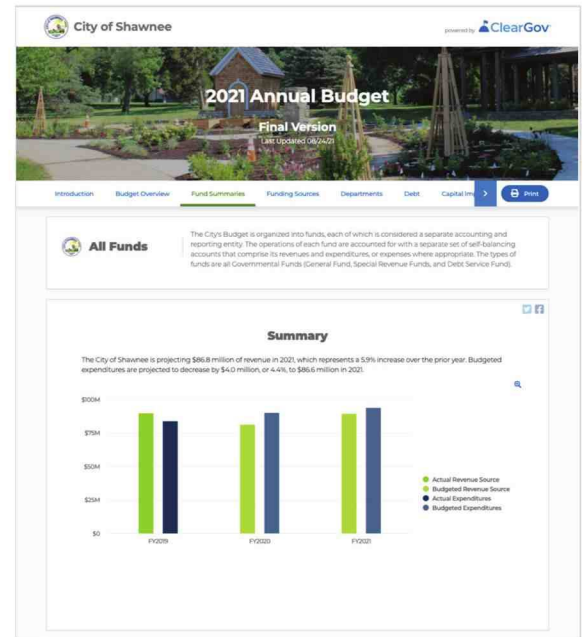
Steven Leonardis
City Manager
Monte Sereno, CA



Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

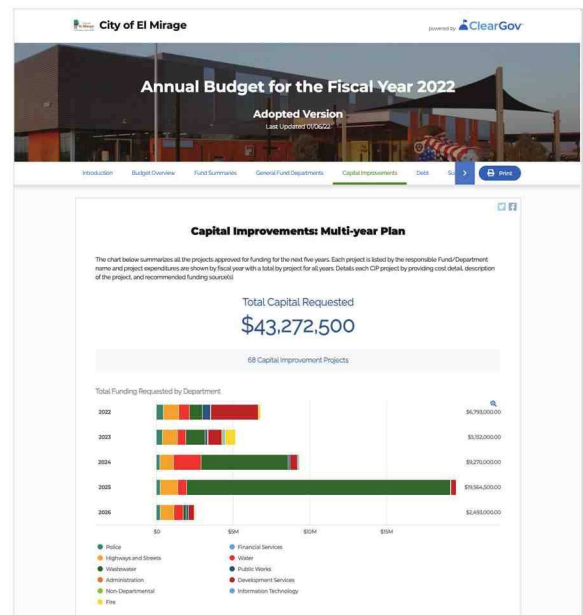
- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices



Capital Improvements Inclusion

Utilize the free **Capital Requests Module** to automate and optimize the process of collecting, organizing and reporting capital requests across all departments. The Capital Requests Module also automatically populates your Digital Budget Book.

- **Automate your workflow:** Initiate, collect, track, and manage all your capital requests with simply online forms that can be easily customized to precisely fit your needs and preferences.
- **Publish to your budget book:** Automatically add annual and multi-year capital improvement plans directly into your digital budget book.



Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

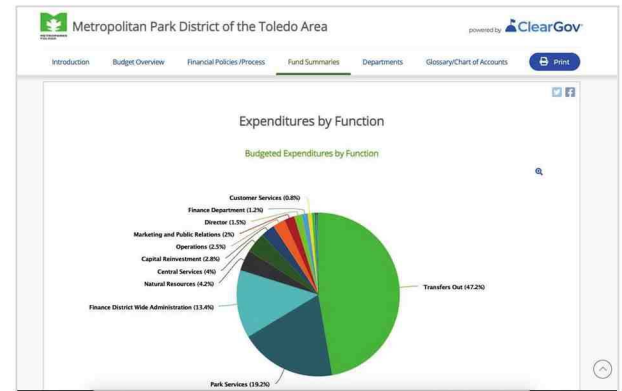
- [El Mirage, AZ Digital Budget Book](#)
- [Shawnee, KS Digital Budget Book](#)
- [Sweet Home, OR Digital Budget Book](#)
- [Yuma County, AZ Digital Budget Book](#)
- [Sussex County, DE Digital Budget Book](#)



Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.
- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.



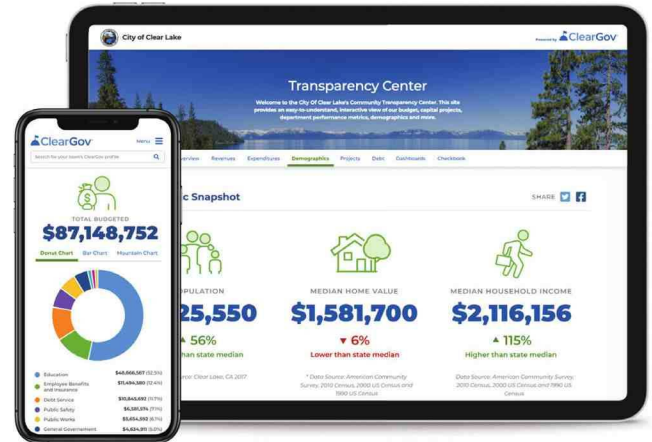
Why does Holly Springs need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

Tell Your Story

Tell your financial story using our simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals and results in a way that informs and engages your community.

ClearGov Transparency is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages and department dashboards ClearGov Transparency helps you tell your story and show your work.



[Watch a 5 minute micro-demo here](#)

- ✓ **Fiscal Transparency**
- ✓ **Open Checkbook**
- ✓ **Department Dashboards**
- ✓ **Performance Metrics**
- ✓ **Peer Comparison**
- ✓ **Capital Project Pages**
- ✓ **Custom Chart Builder**
- ✓ **And more...**



"We have received nothing but positive feedback from the public on our new ClearGov Transparency profile. It has helped us communicate our financials in a user-friendly and interactive way."

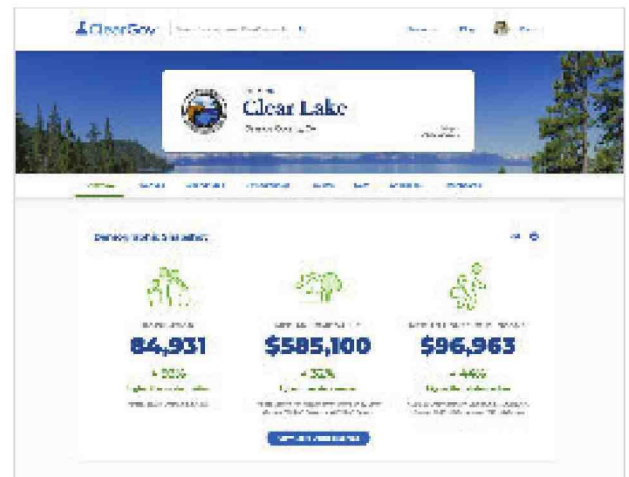
John Frye
Financial Services Director
Pinehurst, NC
Population: 15,580



Financial Transparency

Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

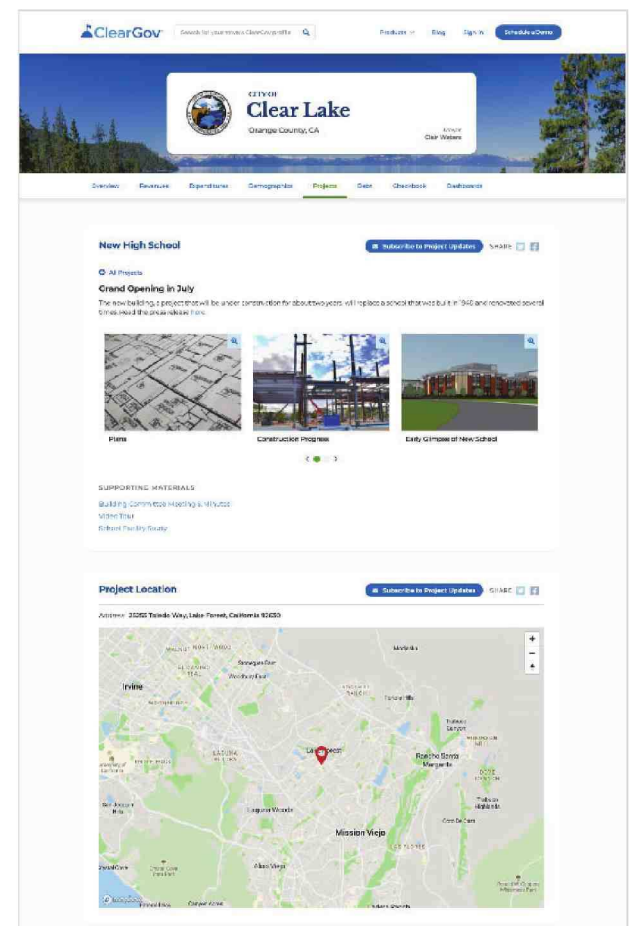
- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.
- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.
- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.
- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.



Capital Project Communications

Keep citizens in the loop with key data and updates about all of your key projects. Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location. If you're also using ClearGov Capital Budgeting you can publish capital requests from department heads directly to project pages in just one click.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.



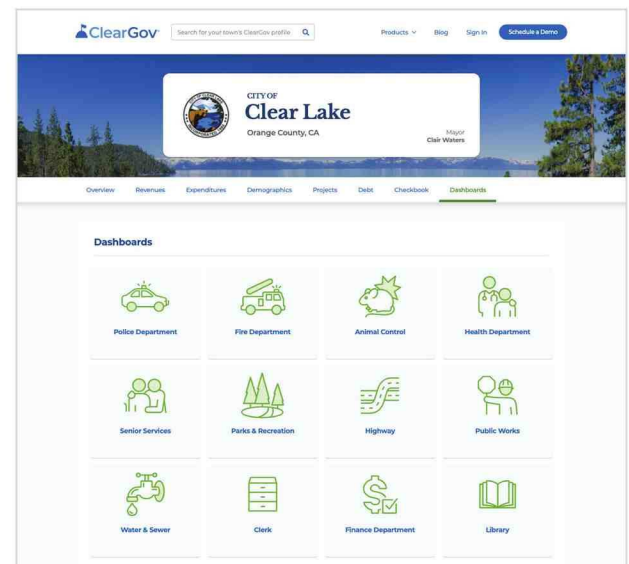


Department Dashboards

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.

ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.
- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.
- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.



Why does Holly Springs need this?

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.
- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.
- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.
- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.
- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

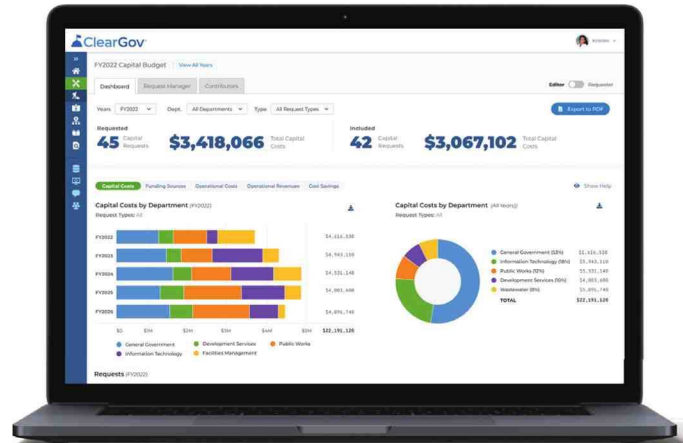
Capital Budgeting Lite

Smart Capital Requests

Capital Budgeting Lite is a free dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments. Think of it as a modern, digital-first solution to an age-old, paper problem. Capital Budgeting Lite includes...

Capital Requests Module

- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads. Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.



Why does Holly Springs need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests or emails and then slogging through the data entry process, you can kick off each new request cycle with a click.
- **Publish to your Digital Budget Book:** Automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

Capital Budgeting Lite is FREE

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

- A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

- A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$2,400.00
Setup Discount: Jun 30, 2022	(\$480.00)
Total Setup Service Fees	\$1,920.00

Annual Subscription Service Fees (Annual investment)	
ClearGov Digital Budget Book	\$4,950.00
ClearGov Transparency	\$4,300.00
ClearGov Capital Budgeting Lite	No Charge
Bundle Discount	(\$1,850.00)
Total Annual Subscription Service Fees	\$7,400.00

Product Scope

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.



ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables Holly Springs team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
Capital Request Forms: Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
Digital Budget Books: Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
Digital Budget Book Pages: Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
Printed Budget Books: ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



Transparency - Product Scope

Once your data has been onboarded, ClearGov Transparency enables Holly Springs team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your Client Success Manager will provide advice and suggest best practices to help you optimize your ClearGov Transparency implementation.

Description	In Scope
Project Pages: Create and publish website-based Project Pages to communicate capital projects and other community projects. Share project status, milestones, timeline, budget and other updates with your constituents.	Unlimited Project Pages
Department Dashboards: Using ClearGov's easy to learn and intuitive toolset, including custom charting, you can create Department Dashboards to communicate key performance metrics to your constituents.	Unlimited Department Dashboards
Transparency Profile Launch: Promote your transparency profile	ClearGov provides a release

to residents through a press release, your website and social media.	template and a customer banner for your Website.
Data Updates: You may regularly update your financial data at your discretion by sending new files to ClearGov. For example, you may post current FY budget and update periodically with actual spending.	You may provide monthly, quarterly (recommended) or annual updates for budget data. Open Checkbook data can be uploaded weekly.

Project Management

ClearGov offers robust solutions that are straightforward to set up and operate - especially compared to typical gov-tech software. We understand that most local governments are pressed for resources, so we have designed an onboarding process that places the heavy lifting on ClearGov. This section outlines the key project management roles and responsibilities.



"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Partnership Overview

The onboarding and ongoing use of the ClearGov platform is a shared responsibility between ClearGov and Holly Springs. While we have designed our processes to minimize complexity and put most of the work on our team of ClearGov experts, you play a very important part. ClearGov relies on you to send us the financial data that fuels our applications and to partner with us to make sure that data is presented exactly the way you'd like. While ClearGov has expertise on data science and municipal finance, you are the expert on the details of your data, and you have a unique perspective on the expectations and preferences of your key constituents.

Below is a list of key roles & responsibilities involved to ensure a smooth and expeditious onboarding process and a long-term return on your investment.

ClearGov Roles & Responsibilities

Role	Responsibilities
Client Success Manager (CSM)	• Your go-to person at ClearGov for activation, onboarding and more. • Activates account & product subscriptions. • The person to whom you should send all your data files. • With your input, develops and executes the onboarding plan and timeline. • Coordinates ClearGov resources to deliver the Scope of Work deliverables. • Monitors progress to ensure a timely and efficient launch. • Tracks, communicates, and expeditiously resolves all issues. • Communicates the availability of training and learning resources. • Answers questions and consults on best practices. • Generally available 9:00AM to 5:00PM Eastern, Monday through Friday (excluding holidays). Your CSM will inform you of his / her specific availability.
Data Onboarding Consultant	• Reviews the financial data files you send to ClearGov and, if needed, follows up with you regarding missing information or clarifying questions.

(DOC)	• Formats, uploads & maps (i.e. categorizes) initial set of financial data. • Leads Data Review calls and presents your data categorization. • Updates data mapping per your requests. • Uploads additional data supplied by you - either on an adhoc or regular basis (monthly, quarterly or annually).
Training Specialist	• Delivers regularly scheduled training webinars. • Develops pre-recorded videos, information sheets and Support Center articles. • Designs and delivers customized remote training sessions if needed.
Support Team	• A resource for end-users (e.g. contributors, requesters, reviewers) to get “how-to” questions answered. • An alternative resource for Admin users if your Client Success Manager is unavailable. • Can be reached via email: support@cleargov.com. • Available 9:00AM to 6:00PM Eastern, Monday through Friday (excluding holidays).

Holly Springs Roles & Responsibilities

Role	Responsibilities
Primary Contact	• Primary communication point with the ClearGov Client Success Manager. • Delivers the “Client Task” items (listed in the Scope of Work) in a timely manner. • Answers or coordinates answers to questions from ClearGov on a variety of topics (financial data, training, invoice payments) within 3 business days. • Schedules and attends meetings with Client Success Manager and ensures all individuals that need to participate attend.
Financial Data Exporter	• Exports financial data and account number key from your accounting or ERP system and emails to Client Success Manager.
Financial Data Reviewer	• Reviews financial data after it has been uploaded and categorized in ClearGov. • Provides feedback on financial data categorization and accuracy. • Approves launch of financial data.
Executive Sponsor	• Ensures everyone understands the goals of using ClearGov’s solutions. • Identifies and assigns resources to complete onboarding in a timely manner. • Serves as an escalation point if onboarding is not progressing or issues need to be resolved.
Admin User	• Has full permission to all ClearGov application functionality included with ClearGov subscription. (NOTE: ClearGov offers an unlimited number of Admin Users.) • Creates user accounts.
End User	• Has permission to specific ClearGov functionality consistent with the role. (NOTE: ClearGov offers an unlimited number of End Users.) • Typically is a department head, committee member or other reviewer.

The ClearGov onboarding process is designed to minimize complexity and resources required on your end. Formatting, uploading and categorizing your financial data requires the most effort and that task is completed by ClearGov. However, before we can begin working with your data, we need you to send it to us. And once we have it, we will need you to answer questions and review the final output to ensure that it meets your needs. The tables below outline the onboarding process, including the few actions that are your responsibility.

Onboarding Scope of Work

Service/Description	In Scope	ClearGov Task	Client Task
Account Activation: Create Client account and activate on start date specified in service order.	Access begins on service start date.	✓	
Project Management: Develop onboarding plan & timeline, coordinate ClearGov Client Success team, communicate status.	ClearGov CSM will oversee all project management.	✓	
Create User Logins: Admin Users can create End User logins, as well as additional Admin Users, and set permission/access levels. ClearGov will create the first Admin User; Client creates additional.	Unlimited Admin User and End User logins.	✓ Shared	
Data Export: Export revenue expense detail and account number structure from ERP/accounting system. (See Data Requirements section for more details.)	3 to 20 years of data <i>ClearGov will provide detailed instructions</i>		✓
Data Onboard: ClearGov DOC will format, upload and categorize your financial data, based on files provided by you.	3 to 20 years of data, as provided by Client	✓	
Data Review: Review imported data for accuracy and to confirm that categorization supports your budget process. Provide change requests and approve when complete.	Timely review and feedback on onboarded data.		✓

Data Onboarding Requirements

ClearGov's Data Onboarding process is focused on getting your most complex data up and running on the ClearGov platform quickly and correctly. In a nutshell, this means your financial/budget data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your CSM will let you know what is available based on the accounting/ERP system you use. Your CSM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

The table below outlines the data that ClearGov will onboard for you to get your solution up and running. We will, of course, need you to send us this data, and ClearGov will do the heavy lifting to set it up to meet your needs in our platform. The ClearGov platform also provides automated workflow tools

that make it straightforward to add additional data and content, such as capital/personnel requests, budget book narrative, position data, etc. on an ongoing basis.

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	✓	✓	✓	N/A
Personnel Budgeting	✓	N/A	N/A	N/A
Capital Budgeting	✓	N/A	N/A	N/A
Digital Budget Book	✓	✓	✓	N/A
Transparency	✓	✓	✓	✓

Data Onboarding Detail

Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

How much data should we provide?

In short, it depends on which product(s) you plan to use:

- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are

building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.

- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **Transparency:** Should provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

Onboarding Process & Timeline

The following outlines a typical onboarding process and expected timelines - your ClearGov CSM will work with you to develop an onboarding plan that works for you.

Timeline Summary



Timeline Details

In the interest of full transparency, the complete data onboarding process can take a handful of weeks, depending on these key factors:

- The format of your data, i.e. the more structured your data the better
- The volume and complexity of your data
- ClearGov's current data onboarding backlog*
- How quickly you are able to send us your data and review/approve the results

The details are explained in the steps below, and the good news is the heavy lifting is all on ClearGov. In fact, during the entire onboarding process, **you should only need to spend a few hours here and there** to export, review and approve your data and attend some initial training. As you will see in the notes below, the most common delay to the process is coordinating schedules, so having a good calendar organizer on your end is the best way to optimize the process. **PLEASE NOTE:** Each step indicates the actions that Holly Springs needs to complete, and the expected effort required.

Step 1: Account Activation

When	• Occurs within one business day of your signed ClearGov Service Order.
Who	• ClearGov CSM is responsible for Account Activation
What	• ClearGov will create the initial Admin User login and schedule the activation of your subscriptions, based on the Service Start Date. • Your ClearGov CSM will contact you to provide an introduction and schedule the Kick-Off call (See Step 3). • As of your Service Start Date, you will have full access to the solutions included with your subscription and can immediately begin working with the features that do not require data onboarding, e.g. creating Project Pages; Department Dashboards; or Capital Request Forms; Custom Charts; Budget Book narrative pages; etc.

Step 2: Data Export

When	As soon as possible after the Service Order has been signed.
Who	ClearGov CSM will provide a data requirements document. Client (Financial Data Exporter) is responsible for exporting data from your accounting system/ERP and sending the file(s) to ClearGov.
What	- The data export process is usually fairly straight forward, depending upon which accounting system/ERP you are using. At this point, ClearGov has worked with just about all of them, so we may be able to provide tips and/or specific instructions. Effort: Generally speaking, this requires <30 minutes of effort.
Tips	NOTE: Although this can (and should) be a very quick step (minimal effort, as you can see), we sometimes encounter delays if the person responsible for data export is unavailable or uninformed about their role. Please note that the data onboarding process clearly cannot begin, until ClearGov receives the data and gets it into our queue. So, any delay at this step causes further delay down the line.

Step 3: Kick-Off Meeting

When	As soon as possible after the Service Order has been signed, ideally within 1 week.
Who	ClearGov CSM will schedule the Kick-Off meeting (to be held via conference call) Client: Recommended to have all key parties involved in this Kick-Off call, especially the Primary Contact; Data Exporter; Data Reviewer; and Executive Sponsor.
What	- Your CSM will review onboarding steps, deliverables and timelines. Your CSM will also review the Data Requirements document and answer questions. If you have already sent data files prior to the call, we may ask clarifying questions about your data. Effort: Kick-Off calls generally last about 30 minutes.
Tips	NOTE: The biggest challenge we typically face with the Kick-Off meeting is simply coordinating schedules. Ideally, we would like to have one person on the client side who is responsible for coordinating calendars, even if that person is not directly involved in the project, such as an Admin Assistant. Again, any delay at this stage has a trickle down effect on the rest of the schedule.

Step 4: Data Onboarding

When	Generally takes about 2 - 3 weeks from when ClearGov receives your data.
Who	ClearGov Client Success Team is responsible for onboarding and mapping of your data onto the ClearGov Platform.
What	During this step, a ClearGov DOC will onboard your data into the ClearGov platform and map it into a structure that is consistent with the chart of accounts you provide. You will have a chance to review and approve the data mapping in the next step.
Tips	NOTE: The data onboarding time varies based on the format, volume and complexity of your data as well as the current queue of Client activations.

Step 5: Data Review and Approval

When	Generally takes about a week after the data has been onboarded, primarily due to coordinating schedules for a data review call.
Who	ClearGov DOC is responsible for presenting the mapped data. Client (Data Reviewer) is responsible for reviewing the mapped data and specifying changes, as needed.
What	- In most instances, there is an Initial Data Review call (via video conference) followed by 1 or 2 follow up calls/emails, depending upon the complexity of the data and the number of changes/iterations requested. - Once the data has been approved, ClearGov will launch your data within the ClearGov platform and make it accessible to all applications included in your subscription Effort: The Initial Data Review call generally requires about 20 - 30 minutes, and follow up calls, if necessary, tend to clock in around 10 - 20 minutes each.
Tips	NOTE: Similar to the Kick-Off, the biggest challenge at this stage is simply coordinating calendars. We will do everything in our power to make ourselves available at your convenience, and simply ask that you schedule and commit to the review meetings as quickly as possible.

Step 6: User Training

When	Technically, training can occur at any time once the Service Order is signed. However, ClearGov recommends that training should happen right around the time that your data is onboarded, or very shortly thereafter.
Who	ClearGov CSM will make sure that you are aware of all training options. ClearGov Training Specialist will deliver training sessions, as scheduled. Client: Recommended to have all Admin and End Users participate in training sessions.
What	- All users may attend as many group training sessions as they wish and have unlimited access to pre-recorded videos, information sheets and Support Center articles. - If needed, ClearGov will design and deliver a customized remote training session - via video conference. Effort: Depending upon which ClearGov Suites are included in your subscription, training sessions usually run 45 - 90 minutes.
Tips	NOTE: Full access to training and learning materials is provided upon Account Activation in Step 1.

IMPORTANT: Launch Deadline Communication

If you have a critical deadline, please inform your Market Development Executive and/or your Client Success Manager. They will let you know if we can meet that deadline and what will be required to complete onboarding by that date.

*IMPORTANT: ClearGov Backlog Summary

Due to a recent spike in demand for ClearGov's solutions, we are in a **temporary backlog situation** with respect to our Data Onboarding process. We want to ensure that we are setting - and delivering on - proper expectations, so we have created a [Data Onboarding Schedule](#) site that provides an up-to-date summary of the current data onboarding backlog. We will onboard ClearGov customers on a first-come, first-served basis, based on the signature date of their Service Order. Please see the [Data Onboarding Schedule](#) site for more details and specific dates.

Training and Support

ClearGov solutions are designed to be intuitive and simple-to-use, so chances are that you won't need much hand-holding - even from the start. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can quickly launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices to help you ramp quickly.



"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Training - Scope of Work

Service/Description	In Scope	ClearGov Task	Client Task
Admin User (Editor) Training: Training is delivered via webinars, video tutorials, information sheets and Support Center articles. Your ClearGov CSM will answer questions and provide advice as needed.	Unlimited access to all ClearGov training materials and group training sessions. One customized training session available upon request which can be recorded for future viewing.	✓	
End User (Contributor) Training: Training is delivered via webinars, video tutorials, information sheets and Support Center articles. ClearGov's Support Team will answer questions and provide advice as needed.	Unlimited access to all ClearGov training materials and group training sessions. One customized training session available upon request which can be recorded for future viewing.	✓	

Training Webinars

ClearGov delivers regularly scheduled training webinars for our Budgeting and Digital Budget Book solution. They typically last 30 to 45 minutes and questions from attendees are encouraged. Your CSM will provide you with instructions on how to register.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Customized Training

Customized training sessions are available upon request and are tailored to your specific needs. A member of our training team will work with you to schedule a time that fits your calendar. ClearGov uses modern web conferencing services to conduct live training sessions and webinars remotely. This enables the instructor to share his/her screen and record every session. It also enables you to distribute the recording via email after-the-fact to any who were unable to attend; save it for future reference; and/or train new hires.

Client Success Manager

You will be assigned a dedicated Client Success Manager (CSM) who will be responsible for coordinating and managing your activation and onboarding process. Your CSM will also be your primary point of contact after onboarding for all ongoing data updates, questions and issue resolution.

Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response. You will also be provided an escalation path in the event that you are ever dissatisfied with your CSM's performance or you have a time-sensitive issue that needs immediate resolution. CSMs are generally available 9:00AM to 5:00PM Eastern, Monday through Friday (excluding holidays). Your CSM will inform you of his / her specific availability.

ClearGov Support Team

ClearGov's support team is a resource for End Users (e.g. department heads, reviewers) to get "how-to" questions answered. Support is also an alternative resource for Admin Users if your Client Success Manager is unavailable. The ClearGov Support Team can be reached by sending an email to support@cleargov.com.

Our Support Team is committed to responding to all inquiries within **one business day**, and in most cases, you will receive a same-day response. Support is available 9:00AM to 6:00PM Eastern, Monday through Friday (excluding holidays).

Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) through our Support Center or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

ClearGov Hosting Platform

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

What sort of disaster recovery plan is in place?

One of the reasons we selected AWS is because they provide state of the art disaster recovery. ClearGov databases are duplicated in real-time across multiple AWS servers, and the entire ClearGov platform is backed up on a daily basis across the AWS network. So, even in the event of a catastrophic system failure, 24 hours of data loss would be the maximum impact.

Is the ClearGov platform designed to scale to meet demand bursts?

Yes. One of the key factors behind selecting AWS as our hosting provider is their ability to scale rapidly. AWS has automated solutions in place that automatically scale ClearGov's platform for normal peaks and valleys in demand, and can be rapidly (and remotely) scaled to meet sustained demand increases.

Does ClearGov leverage AWS Virtual Private Cloud features?

Yes. ClearGov utilizes the AWS Virtual Private Cloud functionality, so that our platform is hosted on a logically isolated section of the AWS Cloud and not commingled with any third party applications.

How do I learn more about ClearGov's hosting solution?

You can learn more about AWS data centers and security measures via the following link:

- <https://aws.amazon.com/security/?hp=tile>

Security FAQs

How is client data stored within the ClearGov platform?

All client data is stored in a single data repository with proper authentication and access control built into the system to ensure that users may only access the data applicable to their organization.

Is the ClearGov platform SOC 2 compliant?

Our hosting provider, AWS, is fully compliant with SOC 2 requirements, and ClearGov can provide a copy of the most recent AWS SOC 2 compliance/audit report upon request.

How often is the ClearGov platform reviewed for adherence to security standards?

ClearGov performs quarterly security reviews to ensure that processes are being followed and standards are being met.

How frequently is the ClearGov platform monitored?

The ClearGov platform is monitored continuously - 24 x 7 - for performance, security and auditing.

Service Level FAQs

What level of service availability does ClearGov support?

All ClearGov solutions are available on a 24/7 basis, and ClearGov is committed to 99.99% uptime. Given that we are a cloud-based solution product patches and upgrades are completed in real-time, without impact to system performance. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

What is your standard practice for security patch management?

ClearGov conducts ongoing audits of third party packages for vulnerabilities. Patches for critical vulnerabilities are released as soon as possible, otherwise patches are released as part of regular bi-weekly software releases.

How often does ClearGov schedule planned outages for system upgrades?

The ClearGov platform and applications are architected so that the system does not require downtime during regular maintenance, product upgrades or emergency patches. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

General Questions

Q: Do we need to dedicate resources for ClearGov implementation?

- A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly), which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?

- A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

Q: How much effort is required to import our data?

- A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Onboarding section above for more details.

Q: Can ClearGov help us communicate our finances internally?

- A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

Q: How will ClearGov store our data? Is it secure?

- A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: <https://aws.amazon.com/security/?hp=tile>. See Security Overview section above for more details.

Q: Are there any accounting systems that are not compatible with ClearGov?

- A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

- A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Q: Does the ClearGov platform support single sign-on functionality?

- A: Yes. ClearGov supports single sign-on functionality using Microsoft Azure Active Directory. We are happy to support other single sign-on platforms/APIs as well. Please just let us know what you need.

Digital Budget Book Questions

Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

Transparency Questions

Q: Where does ClearGov get its financial data?

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

Q: How does ClearGov determine the default peer group for peer analysis?

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
 1. ClearGov looks for municipalities with similar populations.
 2. ClearGov looks for municipalities with similar median home values as determined by census data.
 3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.

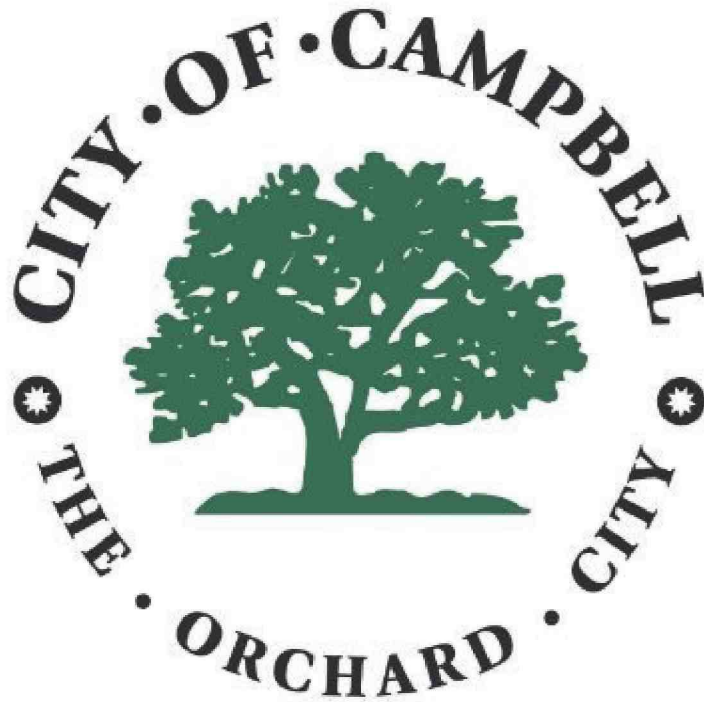
4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Transparency customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

Q: Won't publishing a transparency profile generate a lot of incoming inquiries?

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.
- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.
- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

Q: What about inciting "community activists"?

- A: It seems that every municipality has a small population of what we call "CAVE People" (**Citizens Against Virtually Everything**), and unfortunately, we don't have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.



"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA

MEMORANDUM OF AGREEMENT

This agreement is made and entered into as of the date of execution, by and between the City of Holly Springs, Georgia, party of the first part, hereinafter called the COOPERATOR, and The University of Georgia Research Foundation, Inc., hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that the FOUNDATION has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from the FOUNDATION, UGA via the Carl Vinson Institute of Government will perform all obligations of the FOUNDATION under this agreement.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with the FOUNDATION and inasmuch as the FOUNDATION is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The FOUNDATION will:

- a. Carry on the cooperative service in the Carl Vinson Institute of Government substantially as set forth in the attached outline marked "Exhibit A" and made a part of this agreement.
- b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the FOUNDATION involving transactions related to this agreement.
- c. Expend monies received under Section II, below, for the object of the service in a manner to be determined by said FOUNDATION. The FOUNDATION is authorized to transfer funds between

various budget categories without specific and separate approval by the COOPERATOR. This is a **fixed fee** contract.

Section II

COOPERATOR will pay the FOUNDATION a **fixed fee** of \$47,000. **No federal dollars are involved in this Memorandum of Agreement.** Upon receipt of the invoice, the COOPERATOR will pay \$47,000, with \$23,500 being due on December 1, 2022 and \$23,500 being due on December 1, 2023. The invoice should be directed to Ms. Erin Honea, Communications and External Affairs Director, 3237 Holly Springs Parkway, Holly Springs, GA 30115; email ehonea@hollyspringsga.us; telephone 770-345-5536.

Section III

The term of this agreement shall be from October 1, 2022 through March 31, 2024. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the COOPERATOR will pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this contract. The FOUNDATION will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the governing boards of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the first party and by the officials authorized to execute the original agreement on behalf of the second party.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other. Publication by either party shall give proper credit to the other party.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

**FOR THE UNIVERSITY OF
GEORGIA RESEARCH
FOUNDATION, INC.:**

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

Date: _____

Date: _____

**EXHIBIT A
CITY OF HOLLY SPRINGS
COMMUNITY BRANDING INITIATIVE
SCOPE OF WORK**

Phase 1: Public Input and Research

1. City of Holly Springs will designate a local community member as the Branding Point of Contact.

One person will be designated as the branding Point of Contact and will be in charge of the process.

2. City of Holly Springs will form a Steering Committee, which will guide the overall process.

- The Steering Committee should be a diverse group of 5-15 people.
- The Point of Contact can Chair the Steering Committee.

3. Data Collection and Review

- The Point of Contact will collect and send to the Institute of Government the following:
 - Existing printed marketing materials used by the city and relevant organizations and business;
 - A list of online sources that utilize (or could potentially utilize) the city brand, including websites and social media;
 - A list of past and current marketing campaigns or plans;
 - A schedule of events and festivals; and
 - A list of all ways the City of Holly Springs would like to utilize the new brand.
- Institute of Government will do a review.

4. Institute of Government will conduct Steering Committee Focus Group

- The Institute of Government will conduct a Steering Committee Focus Group, in which the Steering Committee serves as a test group and will have the opportunity to adjust the focus group questions that will be used in all community focus groups.

5. Survey Development and Distribution

- An electronic survey will be developed by Institute of Government and the Point of Contact. The survey will be online for one month.
- The Point of Contact and the Steering Committee will be responsible for distributing and advertising the survey throughout the community.

Possibilities of organizations for distribution:

- Art Groups
- Banks
- City Departments
- County Departments

- Development Authority
- Merchants
- Property Owners
- Residents
- Churches/Faith-based Organizations
- Newspaper
- Chamber of Commerce
- Health Systems
- Real Estate Firms
- Schools
- Tourism entities

6. Conduct Interviews, Focus Groups, and Community Input Meeting

The Institute of Government will conduct up to ten (10) face-to-face interviews with key people identified by the community liaison. Up to five (5) additional interviews can be conducted by phone. The Institute of Government will conduct up to ten (10) focus groups with key community groups. The Institute of Government can also conduct a community meeting.

7. Community Immersion Tour

The Point of Contact will organize a community immersion tour for the Institute of Government to see The City of Holly Springs' local destinations, assets, gateways, industry, recreation, attractions, downtown, and any other key areas that will inform the brand. This tour can be completed over several visits to the community if needed.

8. Steering Committee Update

At the completion of Phase 1, the Steering Committee will be briefed on the public input results by the Institute of Government. The Steering Committee will work with the Institute of Government to develop the brand position, tagline (if needed), and brand direction.

Phase II: Design

9. Develop Design Options

The Institute of Government will use the information gathered from Phase I and develop design options for the brand's visual identity (logos, brand elements, and mockups).

10. Check-in Meeting #1

The Institute of Government will meet with Point of Contact to preview designs in a presentation on a date no sooner than two weeks before the Steering Committee meeting. Point of Contact can suggest changes and/or additions to the designs. The Institute of Government will make changes to the design presentation.

11. Design Presentation to the Steering Committee

The Institute of Government will present design options to the Steering Committee. Steering Committee will give feedback to the Institute of Government.

12. Refinement

The Institute of Government refines designs and makes any changes requested by steering committee.

13. Check-in Meeting #2

The Institute of Government will meet with Point of Contact to preview designs for the final presentation to the Steering Committee no sooner than two weeks prior to the final presentation date. The Point of Contact will request any final adjustments or changes to the design and the Institute of Government will make changes.

14. Finalize Design

Finalized designs approved by the Steering Committee. The Institute of Government will make a final presentation to the Steering Committee.

Phase III: Implementation

15. Action Items

Work with the Steering Committee to create a list of brand implementation action items.

16. Strategic Planning Session

The Institute of Government will conduct a strategic planning session with the Point of Contact, Steering Committee (or a brand implementation committee) and local government to develop to implement the branding action items.

- Prioritize branding action items.
- Develop short-term (1 year) implementation goals and strategies.
- Create a branding implementation calendar.
- Long-term vision and goals.

17. The Holly Springs Brand Lookbook Report

The Institute of Government will finalize the designs, recommendations, and layout a professionally-edited, Brand Lookbook. The Institute of Government will print (200) full-color reports that provide brand research and analysis, visual identity, a brand style guide, brand application, list of action items, and implementation recommendations.

18. The Holly Springs Brand Files

The Institute of Government will create a Dropbox folder and share access with the Point of Contact. The folder will include all logos and brand collateral.

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is made and entered into as of _____, 2022 (the “Effective Date”) by and between the CITY OF HOLLY SPRINGS, GEORGIA (the “City”) and CHEROKEE COUNTY, GEORGIA (the “County”).

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

ARTICLE I

Section 1.1. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

“Board of Education” means the Cherokee County Board of Education.

“Bond Indenture” means, collectively and each respectively, the Trust Indenture, Bond Resolution, Bond, Ordinance or other document pursuant to which one or more series of TAD Bonds or other forms of financing may be issued.

“City” means the City of Holly Springs, Georgia.

“City Resolution” means that certain resolution adopted by the Holly Springs City Council, on December 7, 2015, amending the Holly Springs New Town Center Redevelopment Plan; amending the boundaries of the Holly Springs New Town Center Redevelopment Area; dissolving Tax Allocation District Number One and creating in its place Tax Allocation District Number Two – Downtown Holly Springs New Town Center; designating the boundaries of and establishing the tax allocation increment base of Tax Allocation District Number Two, and other related matters.

“Commencement of Construction of Town Center Projects” means that one or more land disturbance permits shall have been issued to private parties for construction of one or more components of the Holly Springs Town Center Project as generally described in the Redevelopment Plan and illustrated in Exhibit “A” herein, which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan. Such project or projects shall be defined as having commenced when expended construction costs constitute at least 5% of total project costs as defined in their respective building permits.

“County” means Cherokee County, Georgia.

“County TAD Millage” means the combined sum of certain County ad valorem property tax millage rates levied on real property, which the County consents to be included in the

computation of County tax allocation increments to support the City of Holly Springs Tax Allocation District Number Two. For purposes of this Agreement, the County TAD Millage shall specifically exclude the levy imposed for the Countywide Fire District.

“County Redevelopment Cost Payments” means the Redevelopment Cost payments required to be paid by the City or its Redevelopment Agency to the County from Excess Funds pursuant to Section 3.3 hereof.

“County Resolution” means that certain resolution adopted by the Board of Commissioners of the County on _____, 2022 (and any subsequent Resolution affirming and/or amending the same) consenting to the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery, and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“Town Center Master Plan Projects” mean, collectively, redevelopment and/or capital improvement projects to be undertaken within or near the Holly Springs Town Center Project Area consisting of approximately 35 acres owned by the City or its Downtown Development Authority, within the TAD, for the specific purpose of implementing the “Holly Springs Town Center Master Plan” as generally described within the Redevelopment Plan and illustrated in Exhibit A. The scope and definition of Town Center Master Plan Projects may be amended from time to time by the City and its Master Developer but shall be generally limited in location and scope to the area described in Exhibit A.

“Eminent Domain” means with just compensation paid, private property may be taken only for public use. Unless the taking of private property is necessary for the possession, occupation, and enjoyment of land by the public at large, or by public agencies, common carriers, or public utilities, the taking is for a private use, and thus forbidden. In no event shall the public benefits of economic development, including but not limited to an increase in tax revenue, tax base, employment, or general economic health, constitute a public use determined by the General Assembly. The City may undertake and carry out community redevelopment but shall not include the acquisition of property acquired by eminent domain to private enterprise for private uses.

“Excess Funds” means, during the duration of the TAD and following the issuance of TAD Financing, including bonds, notes and/or other forms of financing for so long as TAD Financings remain outstanding, in each calendar year, the amount by which the Tax Allocation Increment (including, without limitation, the Real Property Tax Allocation Increment) collected during such calendar year exceeds the amount required to make the Scheduled Debt Service Payments on the TAD Financing in each calendar year, to replenish any deficiency in any debt service reserve fund established for the TAD Financing under a Bond Indenture if bonds are issued, and to satisfy any other payment obligation of the City directly related to the TAD bonds, notes or other forms of financing, and required to be paid from Tax Allocation Increments pursuant to such Bond Indenture (such as, without limitation, to the extent required to be paid from Tax

Allocation Increments by the Bond Indenture, rebate payments to the U.S. Treasury Department, bond trustee's fees and other administrative costs of the TAD Bonds).

"Georgia Constitution" means the Constitution of the State of Georgia of 1983, as amended.

"Personal Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to personal property. This definition being included to confirm that Personal Property Tax Allocation Increment is not being pledged by the County under the terms of this Agreement.

"Other Projects" mean, collectively, any specific redevelopment and/or capital improvement projects proposed to be undertaken in the TAD, which are not currently described in the Redevelopment Plan and are not included among the Town Center Master Plan Projects as defined elsewhere in this Agreement. The City agrees not to commit the use of County Tax Allocation Increments to support Other Projects without first obtaining approval from the Cherokee County Board of Commissioners.

"Initial Financing Period" means a period beginning no later than December 31, 2023, and not to exceed 20 years from the City's issuance of TAD Financing or refinancing and including reimbursement of City capital costs already incurred for Town Center Master Plan Projects as identified in Exhibit "C", as further defined herein.

"Real Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to real property.

"Redevelopment Agency" means the Holly Springs City Council, designated pursuant to O.C.G.A. § 36-44-4, to serve as the initial redevelopment agency for the TAD as determined by the City in the City Resolution in accordance with the Redevelopment Powers Law, and any successor redevelopment agency selected by the City in accordance with the Redevelopment Powers Law.

"Redevelopment Area" means that certain area located within the City and within the County created by and established as a redevelopment area (as defined in O.C.G.A. Section 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as "Holly Springs New Town Center Redevelopment Area", as more fully described in the City Resolution and the Redevelopment Plan attached as part of Exhibit "B".

"Redevelopment Costs" shall have the meaning set forth in Section 36-44-3(8) of the Redevelopment Powers Law.

"Redevelopment Plan" means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Resolution and designated as the "Downtown Holly Springs New Town Center Redevelopment Plan", as more fully identified in the City Resolution and attached as part of Exhibit "B".

“Redevelopment Powers Law” means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended.

“Scheduled Debt Service Payments” means the aggregate scheduled principal and interest payments on the TAD Financing in each calendar year in accordance with a Bond Indenture, loan or other form of TAD financing, which shall include any scheduled sinking fund redemption payments on such financing in such year.

“Special Fund” means the special fund with respect to the TAD created pursuant to O.C.G.A. Section 36-44-11(c) of the Redevelopment Powers Law.

“State” means the State of Georgia.

“TAD” means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. Section 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as the “City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center” (sometimes hereinafter referred to as the “New Town Center TAD” or “TAD Number Two”), as more fully described in the City Resolution and in the Redevelopment Plan.

“TAD Financing” means those certain “Tax Allocation Bonds”, notes, other obligations or forms of financing issued by the City as defined in O.C.G.A. Section 36-44-3(12) of the Redevelopment Powers Law with respect to the New Town Center TAD that the City has issued since the TAD was formed and/or may issue in the future as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times, and which may be repaid in full or in part with Tax Allocation Increments generated within the New Town Center TAD.

“Tax Allocation Increment” means the tax allocation increment within the meaning of O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to the New Town Center TAD, including, without limitation, Real Property Tax Allocation Increment. The proportional share of accumulated Real Property Tax Allocation Increments attributable to the contributions of City, County and School District millage may also be referred to in this Agreement as City, County and School District Tax Allocation Increments, respectively.

“Tax Allocation Increment Base” with respect to the New Town Center TAD and within the meaning of O.C.G.A. Section 36-44-3(15) of the Redevelopment Powers Law, means the taxable value of all taxable property subject to ad valorem property taxes, as certified by the state revenue commissioner on the effective date the New Town Center TAD was created pursuant to Code Section 36-44-8, in the amount of \$16,426,360.

“Tax Allocation Increment Ratio” means that formula described within O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, being that amount obtained by multiplying the total ad valorem property taxes, determined as provided in Code Section 36-44-9, levied within the TAD in any future year by a fraction having a numerator equal

to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD minus the tax allocation increment base and a denominator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD.

ARTICLE II

Section 2.1. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution, and the TAD became effective on the Effective Date of December 31, 2015. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Resolution.
- (b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.
- (c) The City intends to authorize the issuance of TAD Financing, consisting of bonds or other forms of financing as may be necessary to implement provisions of the Redevelopment Plan, to be repaid in full or in part by Tax Allocation Increment generated within the TAD;
- (d) The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds positive tax allocation increments derived from the tax allocation district, all or part of the general funds derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.
- (e) The City has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery, and performance of this Agreement.
- (f) The City may undertake and carry out community redevelopment but shall not include the acquisition of property acquired by eminent domain to private enterprise for private

uses. If the City violates this provision, the portion of ad valorem property taxes of the County derived from the City tax allocation district will not be included in the computation of tax allocation increments of the tax allocation district.

Section 2.2. Representations of the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The County is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that ad valorem property taxes of the County derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution.
- (b) The County has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the County from ad valorem property taxes levied by the County on taxable real property within the TAD in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Holly Springs New Town Center Redevelopment Plan.

ARTICLE III

Section 3.1. Term of the Agreement. The term of this Agreement (the “Term”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until (i) all TAD Financing and eligible Redevelopment Costs have been paid in full; (ii) the New Town Center TAD has been terminated by Resolution for other reasons; or (iii) fifteen (15) years have elapsed from the Effective Date, whichever first occurs.

Section 3.2. Certification of Tax Allocation Increment Base. The City and the County hereby agree that the Tax Allocation Increment Base for the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center is \$16,426,360, as certified by the State Revenue Commissioner as of December 31, 2015.

Section 3.3. Inclusion of County Ad Valorem Real Property Taxes in Computation of Tax Allocation Increment. Pursuant to the County Resolution, the County hereby consents and agrees to include County ad valorem taxes collected on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the formula specified in Section 36-44-3(14) of the Redevelopment Powers Law, effective upon the issuance of Fiscal Year 2023 County property tax bills issued during calendar year 2022.

- (a) The total millage rate used for computation of future County Tax Allocation Increments shall be the County Maintenance and Operations millage rate applicable to real property located within the City Limits of Holly Springs.
- (b) Commencing with Fiscal Year 2023 property tax bills issued during calendar year 2022, the Tax Commissioner agrees to remit to the City each year during the term of this Agreement, in accordance with Section 36-44-3(14) of the Redevelopment Powers Law, the Real Property Tax Allocation Increment collected by the County against real property within the TAD. The first payment shall be due within forty-five (45) days after the due date for payment of all ad valorem taxes for such year and shall be calculated based on actual collections by the County within the TAD by that due date. Within 90 days after the first payment, the Tax Commissioner will remit to the City a second payment for County Real Property Tax Allocation Increment due from applicable real property taxes collected within the TAD after the due date. If, after the County's second installment payment, there is any additional County Real Property Tax Allocation Increment collected from real property taxes within the TAD, the Tax Commissioner shall make a third payment within 45 days after the County's receipt of all such remaining taxes collected after the second installment.
- (c) If at any time during the term of this Agreement, should the County establish new County millage rates which do not exist as of the effective date of this agreement, for the purpose of funding County operations which are currently funded in full or in part within the County Maintenance and Operations millage rate applicable to real property located within the City Limits of Holly Springs, the formula to be used to compute future County Tax Allocation Increments associated with those new millage rates shall be determined in the same manner as applied to the County Real Property Tax Allocation Increment as described in Section 3.3 (b). This provision shall not apply to any County millage rates that may be established to repay debt service on future County bond issues (bond millage).
- (d) During the Initial Financing Period, the County authorizes the inclusion of County Real Property Tax Allocation Increment to support the City's issuance of TAD Financing, refinancing or reimbursement of eligible City financing costs already incurred for Town Center Master Plan Projects, subject to the terms of this Agreement. For Other Projects which are not part of the Downtown Master Plan and not described in the Redevelopment Plan, a resolution of the County shall be required to authorize the pledge of the County Tax Allocation Increment to support the City's issuance of TAD Financing to Other Projects.
- (e) After the Initial Financing Period, a resolution of the County shall be required to authorize any further pledge of County Tax Allocation Increment for additional TAD Financing. However, notwithstanding any decision by the County not to pledge the County Real Property Tax Allocation Increment beyond the Initial Financing Period, nothing in this Agreement shall obviate or diminish the pledge of the County Real Property Tax Allocation Increment toward the repayment of any TAD Financing then outstanding, which shall remain pledged until such TAD Financing is completely

satisfied or until the termination of this agreement in accordance with Section 3.1, whichever shall occur first.

- (f) The term of any or each TAD Financing, refinancing or reimbursement of eligible City financing costs already incurred for which the County Tax Allocation Increment is to be pledged shall mature at such time or times not more than fifteen (15) years from their respective issuance dates.
- (g) Upon the retirement of all outstanding TAD Financing, any Excess Funds remaining from the County Real Property Tax Allocation Increment shall be paid to the County within 60 days after the end of the calendar year.

Section 3.4. Inclusion of City Ad Valorem Property Taxes in Computation of Tax Allocation Increment and Payment of City Redevelopment Costs. Pursuant to the City Resolution passed on December 15, 2015, the City has already made substantial progress toward implementing projects envisioned in the Town Center Master Plan, including issuing City bonds, allocating City SPLOST revenues, and investing other City funds as needed to assemble property, to improve transportation access, to extend public infrastructure and make other site improvements needed to prepare the area for redevelopment. These City investments were made, and financing incurred, with the intent to apply future Tax Allocation Increments resulting from the construction of new residential and commercial development projects envisioned within the Town Center Master Plan, and from digest growth within the balance of the TAD, as available to repay, in full or in part, the City's debt service obligations. (A list of City redevelopment costs incurred to date, which are agreed to be eligible for reimbursement from future Tax Allocation Increment, are listed in Exhibit "C".) Additional site work by the City is ongoing, with the goal of completing site development, conveying parcels and commencing private construction on residential, commercial and mixed-use development projects during 2022 or by early 2023.

- (a) Upon the effective date of this agreement the City shall also pledge City ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law. The City shall establish a TAD Special Fund for the purpose of accounting for the deposit and use of Tax Allocation Increments and shall deposit City Tax Allocation Increments into that Special Fund on a timely basis, consistent with general procedures and schedules governing County Tax Allocation Increments in Section 3.3. The following provisions apply to City Redevelopment Costs:
 - (b) The aggregate principal amount of any and all financing or refinancing issued by the City with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.
 - (c) The City shall ensure that construction on one or more designated private development parcels within the Downtown Master Plan, as illustrated in Exhibit "A" herein, shall have commenced no later than December 31, 2023, meaning that at least one or more parcels which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan, shall have been conveyed to private parties and shall have

expended construction costs constituting at least 5% of total project costs as defined in their respective building permits.

- (d) In the event the deadline set forth in subsection 3.4(c) is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2023, unless the County waives this deadline by Resolution. If the County's consent so terminates, the County's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the County by the City within forty-five (45) days after the termination date.
- (e) The City will provide to the County commencing with calendar year 2023 and each calendar year thereafter within thirty (30) days after the end of each such calendar year, (i) an annual report regarding the status of redevelopment occurring within the TAD, (ii) forecasts of future development, (iii) the amount of positive Tax Allocation Increments generated by that development, and (iv) the intended uses of Tax Allocation Increments generated within the TAD. The City will also provide to the County, within fifteen (15) days after issuance of the City's Comprehensive Annual Financial Report, (v) a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City, to include the amount of positive Tax Allocation Increment deposited into the TAD Special Fund, the Year-end Fund balance, the uses of such funds and all debt service obligations outstanding.
- (f) The County Tax Allocation Increment may be used for purposes consistent with the anticipated uses of estimated future TAD proceeds as specified in the Redevelopment Plan, including but not necessarily limited to the following:
 - (i) Capital costs, including reimbursement of City capital costs already incurred as identified in Exhibit "C", for land clearing and grading, acquisition of real property for redevelopment purposes, demolition of existing structures, environmental remediation, construction of parking structures and lots, sidewalks and water, sewer, stormwater, communications or related infrastructure; intersection, transportation, streetscape and other roadway improvements, parks and outdoor civic meeting spaces. Capital costs for which the County's increment may be used include infrastructure improvements that are interior to a specific project site but assist the overall redevelopment area as a whole.
 - (ii) TAD Financing costs, as authorized by O.C.G.A. §36-44-3(8); and
 - (iii) Professional service costs, imputed administrative costs and organizational costs, as authorized by O.C.G.A. §36-44-3(8).
- (g) The City agrees that County Tax Allocation Increments shall not be used for the vertical construction of publicly owned buildings intended for the provision of municipal services, such as a city hall or municipal building, city library, community or senior center, etc. and should any such buildings be constructed within the TAD, the cost of building construction shall be funded by sources other than Tax Allocation Increments.

The potential construction of publicly owned parking structures which may be necessary to service future development within the TAD is specifically excluded from the meaning of this provision.

- (h) The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of the County Real Property Tax Allocation Increment as provided herein.
- (i) The City shall promptly notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increments and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special financial conditions, stipulations or requirements with respect to the Tax Allocation Increments and the TAD imposed. The parties hereto hereby agree that this Agreement shall be amended or supplemented to provide for such special financial conditions, stipulations or requirements imposed hereafter, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.
- (j) Should the City determine in the future to undertake a particular project to be financed in whole or in part by Tax Allocation Increments or by some form of TAD Financing as defined herein, which is either located outside of the Town Center Master Plan Project site identified in Exhibit "A", or in addition to the incurred City redevelopment costs identified in Exhibit "C", the City and the City's counsel and/or bond counsel promptly shall determine whether any amendment to this Agreement may be necessary in connection with such project and/or the issuance of TAD Financing for such project, and in such event, the City promptly shall provide to the County in writing reasonably detailed information on such project and the proposed amendment to this Agreement, including, without limitation: the identity of the project participants, the affected real property, the proposed capital improvements and the estimated cost thereof, other associated costs, the nature and status of participation and financing commitments including any non-bond financing, the projected Tax Allocation Increments expected to be generated by such project, the nature of and reason for the proposed amendment to this Agreement, and such other relevant information as may be reasonably requested by the County.
- (k) If the County agrees to include an additional project in the Agreement as contemplated by Section 3.4(j), the County agrees to cooperate with the City and the City's counsel and/or bond counsel in connection with any such proposed amendment to this Agreement that is necessary in connection with the approved project and/or the issuance of TAD Bonds to finance such project; provided, however, any such amendment shall be in form and substance reasonably acceptable to the County, and provided further, however, the County reserves the right to object to, and shall not be obligated to enter into, any proposed amendment that, in the reasonable judgment of the County, presents a risk of adverse effect upon the interests of the County.
- (l) Upon Commencement of Construction of the Downtown Master Plan by no later than December 31, 2023 as defined under Section 3.4(b) and continuing until all outstanding

TAD Financing has been retired, there shall be no distribution of Excess Funds to any party, and said Excess Funds shall remain and accumulate in the Special Fund as provided for in O.C.G.A. Section 36-44-11 to be used for the retirement of principal on outstanding TAD Financing and the payment of all City Redevelopment Costs, as quickly as possible. The City shall include in its annual reporting to the County in accordance with Section 3.4(d) a calculation of the County's pro rata share of accumulated Excess Funds, (based upon the percentage of the County Real Property Tax Allocation Increment contributions as compared to the total Tax Allocation Increment contributed by all parties computed to the second decimal point) of the Excess Funds.

- (m) Any Excess Funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Bonds have been paid or otherwise satisfied, the City return the County's pro rata share of accumulated Excess Funds to the County expeditiously (within 30 days after the end of the calendar year).

Section 3.5. Representation on the TAD Committee of the Redevelopment Agency. The City hereby agrees on behalf of its Redevelopment Agency that any committee assembled to consider TAD matters shall include the Chairman of the Cherokee County Board of Commissioners or his designee as a voting member of such committee, with the same powers and voting rights as all other members of said committee.

ARTICLE IV

Section 4.1. No Set-Off. Nothing in this Agreement shall otherwise impair, diminish, or affect any other right or remedy available to the County (i) as a result of the City's breach, default, or failure under this Agreement or (ii) to enforce the obligations of the City under this Agreement. No dispute or litigation between the City and the County with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 4.2. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State.

Section 4.3. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 4.4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 4.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 4.6. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

Section 4.7. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: City of Holly Springs, Georgia
P.O. Box 990
Holly Springs, GA 30142
Attention: City Manager

COUNTY: Cherokee County, Georgia
1130 Bluffs Parkway
Canton, GA 30114
Attention: County Manager

Section 4.8. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF HOLLY SPRINGS, GEORGIA

BY: _____
Steven W. Miller, Mayor

ATTEST: _____
Karen Norred, City Clerk

Approved as to Form:

_____, City Attorney

CHEROKEE COUNTY, GEORGIA

BY: _____
Harry B. Johnston, Chairman
Board of Commissioners

ATTEST: _____
Christy Black
County Clerk

Approved as to Form:

_____, County Attorney

Exhibit "A"
Description and Illustrative Site Plan: Holly Springs Town Center Project

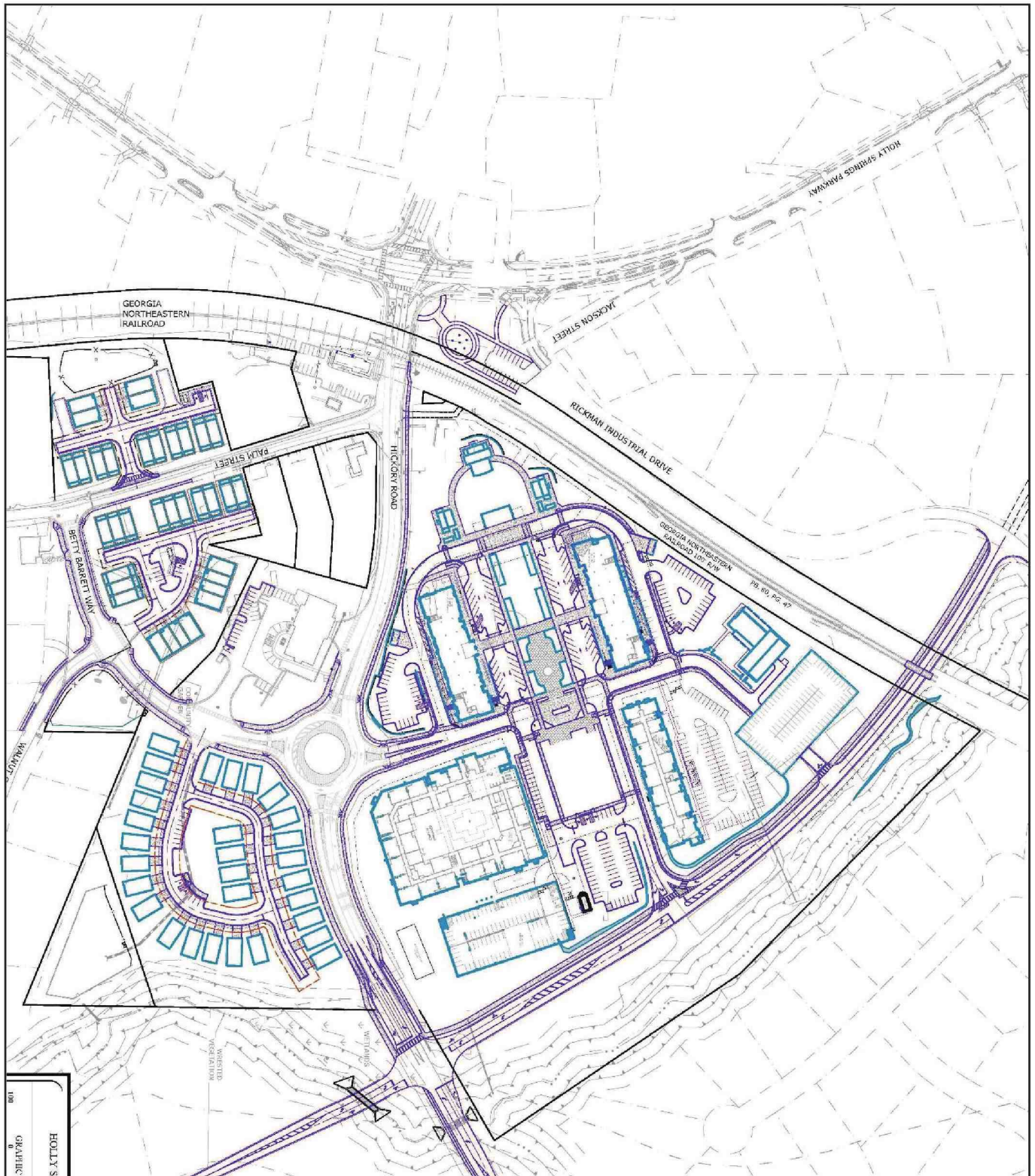


Exhibit “B”
**Resolution Amending the Downtown Holly Springs Town Center Redevelopment Plan and
Tax Allocation District Number Two – Downtown Holly Springs New Town Center:
Approved December 7, 2015**

RES-23-2015

A RESOLUTION AMENDING THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT PLAN; TO AMEND THE BOUNDARIES OF THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA; TO DISSOLVE TAX ALLOCATION DISTRICT NUMBER ONE – HOLLY SPRINGS NEW TOWN CENTER; TO CREATE TAX ALLOCATION DISTRICT NUMBER TWO – DOWNTOWN HOLLY SPRINGS NEW TOWN CENTER TAX ALLOCATION DISTRICT; TO DESIGNATE THE BOUNDARIES AND ESTABLISH THE TAX INCREMENT BASE OF TAX ALLOCATION DISTRICT NUMBER TWO; TO ESTABLISH THE INTENT TO ISSUE AND SELL TAX ALLOCATION BONDS AND SUCH REDEVELOPMENT BONDS NECESSARY TO EFFECTUATE THE REDEVELOPMENT OF HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA AND THE DOWNTOWN HOLLY SPRINGS PORTIONS OF THE REDEVELOPMENT AREA; TO AUTHORIZE THE CITY OF HOLLY SPRINGS, GEORGIA CITY COUNCIL TO ACT AS THE REDEVELOPMENT AGENCY TO IMPLEMENT THE AMENDED REDEVELOPMENT PLAN PURSUANT TO THE REDEVELOPMENT POWERS LAW; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENT RELATED HERETO, AND OTHERWISE TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, O.C.G.A. §36-44-1, *et seq.*, is known and may be cited as the Redevelopment Powers Law; and

WHEREAS, the Redevelopment Powers Law (O.C.G.A. §36-44-1, *et seq.*) provides for the exercise of redevelopment powers, the adoption of redevelopment plans, and the creation of tax allocation districts by municipalities in the State of Georgia; and

WHEREAS, a Redevelopment Plan was adopted for the Holly Springs Town Center Redevelopment Area pursuant to O.C.G.A. § 36-44-3(9) on December 19, 2005 (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan covered and included the Holly Springs Town Center and Downtown Holly Springs in the Redevelopment Area as well as other properties in the City of Holly Springs; and

WHEREAS, the Holly Springs Town Center - Tax Allocation District Number One – covered the entire Redevelopment Area under the Redevelopment Plan; and

WHEREAS, the City has determined that, as there are no outstanding redevelopment costs in the existing Holly Springs Town Center Tax Allocation District Number One and it is in the best interest of the City of Holly Springs and its citizens, and that redevelopment Holly Springs Town Center and areas within Downtown Holly Springs, will best be served by the termination of the existing Holly Springs Town Center Tax Allocation District Number One and by the creation of a larger, separate tax allocation district to serve Downtown Holly Springs; and

WHEREAS, the City of Holly Springs proposes to amend the Holly Springs Town Center Redevelopment Plan by adjusting the proposed plan boundaries and to create a larger allocation

RES-23-2015

district to serve Downtown Holly Springs; and

WHEREAS, the City Council held public hearings at the meeting of November 30, 2015 and December 7, 2015, duly noticed as prescribed by law and published in the Cherokee Tribune and as set forth in the minutes of said meeting. The purpose of the meetings was to receive suggestions and comments on the proposed amendment and tax allocation district; and

WHEREAS, the City of Holly Springs desires to adopt and approve the amendments to the Holly Springs New Town Center Redevelopment Plan; and

WHEREAS, the City of Holly Springs desires to create Tax Allocation District Number Two, known as Downtown Holly Springs New Town Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, AND IT IS HEREBY RESOLVED

Section 1. The City of Holly Springs finds and declares that the Holly Springs Town Center Redevelopment Area has not been subject to growth and development through private enterprise, and would not reasonably be anticipated to be develop without the approval of the amendments to the Redevelopment Plan.

Section 2. The City of Holly Springs finds and declares that the improvement of the Downtown Holly Springs portion of the Redevelopment Area is likely to enhance the value of a substantial portion of real property in the district.

Section 3. The amendments to the Redevelopment Plan are hereby approved and adopted, and the Amended Holly Springs Town Center Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted and approved as the Redevelopment Plan for the Downtown Holly Springs Redevelopment Area pursuant to the Redevelopment Powers Law O.C.G.A. § 36-44-1 et seq.

Section 4. The City of Holly Springs hereby creates the Tax Allocation District Number Two – Downtown Holly Springs New Town Center pursuant to the Amended Holly Springs Town Center Redevelopment Plan and the Redevelopment Powers Law.

Section 5. The Tax Allocation District Number Two – Downtown Holly Springs New Town Center is hereby created as of December 31, 2015, and shall continue in existence for thirty (30) years thereafter, or until all redevelopment costs, including financing costs and debt service on tax allocation bonds, are paid in full.

Section 6. The City of Holly Springs hereby establishes the estimated Tax Allocation Increment Base of \$16,568,320 for the Tax Allocation District Number Two – Downtown Holly Springs New Town Center. The property taxes to be used for computing tax allocation increments are specified in the Tax Allocation Increment Base (M) section on pages 38 and 39 of the Amended Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference.

RES-23-2015

Section 7. The City Council will act as the redevelopment agency to implement the provisions of the Amended Redevelopment Plan and to effectuate the redevelopment of the Downtown Holly Springs portion of the Redevelopment Area pursuant to the Amended Redevelopment Plan and the Redevelopment Powers Law.

Section 8. The Holly Springs New Town Center Tax Allocation District Number One—is hereby dissolved and terminated.

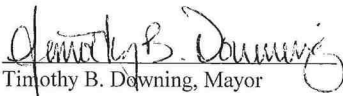
Section 9. The Council intends to authorize issuance of tax allocation bonds and/or obtain commercial bank financing and/or commit available or future revenues and to use the proceeds of any tax allocation bonds or financing or revenues for any and all eligible uses including, without limitation, costs of issuance of the tax allocation bonds or commercial financing; capital costs of public and private improvements, including but not limited to streets, bridges, utilities, storm and sanitary sewers, sidewalks and streetscapes, parking facilities and parks; professional services costs, including fees for architectural, engineering and environmental services; real estate assembly; and such other uses deemed necessary pursuant to provisions of the Redevelopment Plan and the Redevelopment Powers Law, as it has been and may hereafter be amended.

Section 10. The property proposed to be pledged for payment or as security for payment of tax allocation bonds will include the positive ad valorem tax allocation increments from ad valorem taxes levied on all taxable real property within the boundaries of Tax Allocation District Number Two – Downtown Holly Springs New Town Center.

Section 11. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Adopted and approved by the City Council of the City of Holly Springs, Georgia this 7th day of December 2015.

CITY OF HOLLY SPRINGS


Timothy B. Downing, Mayor

Attest:

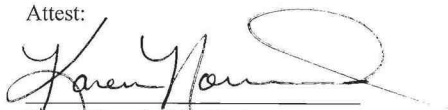

Karen Norred, City Clerk
(Seal)

Exhibit "C"
Summary of Incurred City Redevelopment Costs
Eligible for Reimbursement from Future TAD Two Tax Allocation Increment
Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond Series 2019-2021

Vendor Name	Date	Purpose	Amount
Lueder, Larkin & Hunter	7/16/2019	HavGol, LLC Earnest Money/Land Acq.	\$ 1,000.00
Lueder, Larkin & Hunter	8/9/2019	HavGol, LLC Earnest Money/Land Acq.	9,000.00
Murray Barnes Finster, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	61,000.00
Smith, Gambrell & Russell, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	10,000.00
Southeastern Engineering, Inc.	8/14/2019	Land Disturbance Permit/Hydrology	37,006.00
Georgia Development Partners	8/14/2019	Town Center Project Road Network	84,551.77
Dyer & Rusbridge, PC IOLTA	9/16/2019	HavGol, LLC Land Closing	191,497.00
Southeastern Engineering, Inc.	9/16/2019	TCP Water and Sewer Plan Review	1,600.00
Southeastern Engineering, Inc.	9/16/2019	Land Disturbance Permit/Hydrology	19,403.00
Fairbanks Engineering Co., Inc.	9/16/2019	Stormwater Structural Design	4,600.00
Georgia Development Partners	9/16/2019	Stormwater Structure Construction	9,970.00
Georgia Development Partners	9/16/2019	Town Center Project Road Network	195,276.89
Georgia Development Partners	10/17/2019	Town Center Project Road Network	214,212.98
Fairbanks Engineering Co., Inc.	10/17/2019	Stormwater Structural Design	350.00
Foresite Group, LLC	10/17/2019	Town Center Hardscapes/Softscapes	1,975.00
Georgia Development Partners	10/17/2019	Stormwater Structure Construction	13,886.46
North Georgia Foundations, Inc.	10/17/2019	Stormwater Structure Construction	67,212.25
Southeastern Engineering, Inc.	10/17/2019	Land Disturbance Permit/Hydrology	13,550.00
Georgia Development Partners	11/19/2019	Town Center Project Road Network	198,414.42
Georgia Development Partners	11/19/2019	Stormwater Structure Construction	15,771.73
Tunnel Spangler & Walsh (TSW)	11/19/2019	Town Center Hardscapes/Softscapes	1,575.00
Foresite Group, LLC	11/19/2019	Town Center Hardscapes/Softscapes	3,950.00
Oasis Consulting Services	11/19/2019	TCP Road Network Materials Testing	16,278.75
Southeastern Engineering, Inc.	11/19/2019	Land Disturbance Permit/Hydrology	8,473.00
Georgia Development Partners	12/20/2019	Town Center Project Road Network	297,560.68
Tunnel Spangler & Walsh (TSW)	12/20/2019	Town Center Hardscapes/Softscapes	2,705.00
Oasis Consulting Services	12/20/2019	TCP Road Network Materials Testing	3,292.50
Southeastern Engineering, Inc.	12/20/2019	Land Disturbance Permit/Hydrology	8,919.00
Georgia Development Partners	1/27/2020	Town Center Project Road Network	130,804.89
Foresite Group, LLC	1/27/2020	Town Center Hardscapes/Softscapes	2,765.00
Southeastern Engineering, Inc.	1/27/2020	Land Disturbance Permit/Hydrology	12,244.00
Georgia Development Partners	2/21/2020	Town Center Project Road Network	290,662.42
Oasis Consulting Services	2/21/2020	TCP Road Network Materials Testing	4,468.75
Foresite Group, LLC	2/21/2020	Town Center Hardscapes/Softscapes	1,185.00
Southeastern Engineering, Inc.	2/21/2020	Land Disturbance Permit/Hydrology	25,445.00
HavGol, LLC	3/26/2020	Town Center Project Land Acq.	2,621,000.00
Georgia Development Partners	3/27/2020	Town Center Project Road Network	403,543.05
Oasis Consulting Services	3/27/2020	TCP Road Network Materials Testing	4,870.00

Foresite Group, LLC	3/27/2020	Town Center Hardscapes/Softscapes	9,875.00
Southeastern Engineering, Inc.	3/27/2020	Land Disturbance Permit/Hydrology	4,700.00
Deduction for Excess	3/27/2020	Invoices over Series 2019 URA Bond	<u>(4,594.54)</u>

URA of the City of Holly Springs, Georgia Revenue Bond Series 2019:**\$ 5,000,000.00**

TJ Schell, LLC	4/22/2020	TCP Tree Survey	900.00
Georgia Development Partners	4/22/2020	Town Center Project Road Network	250,172.78
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	922.50
Foresite Group, LLC	4/22/2020	Town Center Hardscapes/Softscapes	19,750.00
Oasis Consulting Services	4/22/2020	TCP Road Network Materials Testing	14,427.50
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	6,118.00
The Erosion Company (TEC)	4/22/2020	TCP Erosion Controls	810.00
Oasis Consulting Services	5/18/2020	TCP Road Network Materials Testing	5,237.00
Southeast Grinding, Inc.	5/18/2020	Site Clearing and Grubbing	15,000.00
The Erosion Company (TEC)	5/18/2020	TCP Erosion Controls	225.00
Southeastern Engineering, Inc.	5/18/2020	TCP Site Engineering/Road Network	7,175.00
Georgia Development Partners	5/18/2020	Town Center Project Road Network	324,702.31
Murray Barnes Finister LLP	6/5/2020	Bond Issuance Costs URA Series 2020	51,000.00
Smith, Gambrell & Russell, LLP	6/5/2020	Bond Issuance Costs URA Series 2020	10,000.00
Georgia Development Partners	6/16/2020	Town Center Project Road Network	211,320.79
Oasis Consulting Services	6/16/2020	TCP Road Network Materials Testing	6,372.50
BM&K Construction & Engineering	6/16/2020	Town Center Project Road Network	7,045.37
Georgia Power Company	6/16/2020	TCP Lamp posts and street lighting	97,000.00
The Erosion Company (TEC)	6/16/2020	TCP Erosion Controls	5,240.00
Foresite Group, LLC	6/16/2020	Town Center Hardscapes/Softscapes	6,150.00
Southeast Grinding, Inc.	6/16/2020	Site Clearing and Grubbing	15,000.00
Southeastern Engineering, Inc.	6/16/2020	TCP Site Engineering/Road Network	10,300.00
Georgia Development Partners	7/16/2020	Town Center Project Road Network	214,903.86
Oasis Consulting Services	7/16/2020	TCP Road Network Materials Testing	3,178.75
Environmental Associates, Inc.	7/16/2020	TCP/Ind. Connector Site Demolition	1,400.00
Fairbanks Engineering Co., LLC	7/16/2020	Stormwater Structural Design	250.00
The Erosion Company (TEC)	7/16/2020	TCP Erosion Controls	1,375.00
Weaver Grading & Hauling, Inc.	7/16/2020	Stormwater Detention Facility	27,935.46
Foresite Group, LLC	7/16/2020	Town Center Hardscapes/Softscapes	4,100.00
Southeastern Engineering, Inc.	7/16/2020	TCP Site Engineering/Road Network	12,600.00
Georgia Development Partners	8/18/2020	Town Center Project Road Network	163,905.23
Oasis Consulting Services	8/18/2020	TCP Road Network Materials Testing	6,817.50
The Erosion Company (TEC)	8/18/2020	TCP Erosion Controls	598.75
Weaver Grading & Hauling, Inc.	8/18/2020	Stormwater Detention Facility	3,240.00
North Georgia Foundations, Inc.	8/18/2020	Stormwater Detention Facility	95,460.53
Foresite Group, LLC	8/18/2020	Town Center Hardscapes/Softscapes	4,390.00
Southeastern Engineering, Inc.	8/18/2020	TCP Site Engineering/Road Network	8,235.00
ASAP Signs	9/21/2020	TCP Construction Signage	570.00

Environmental Associates, Inc.	9/21/2020	TCP/Ind. Connector Site Demolition	1,070.00
The Erosion Company (TEC)	9/21/2020	TCP Erosion Controls	10,395.25
North Georgia Foundations, Inc.	9/21/2020	Stormwater Detention Facility	314,844.59
Foresite Group, LLC	9/21/2020	Town Center Hardscapes/Softscapes	7,065.00
Georgia Development Partners	10/20/2020	Town Center Project Road Network	113,390.86
Southeastern Engineering, Inc.	10/20/2020	TCP Site Engineering/Road Network	2,195.00
Precision Blasting	11/16/2020	Stormwater Detention Facility	3,200.00
The Erosion Company (TEC)	11/16/2020	TCP Erosion Controls	882.75
Foresite Group, LLC	11/16/2020	Town Center Hardscapes/Softscapes	11,750.00
Onsite Monitoring & Management	11/16/2020	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2020	TCP Site Engineering/Road Network	5,027.50
Georgia Development Partners	11/20/2020	Town Center Project Road Network	193,135.30
Georgia Power Company	12/30/2020	TCP Pedestrian Lamp Posts	24,000.00
Oasis Consulting Services	12/30/2020	TCP Materials Testing	3,576.25
Onsite Monitoring & Management	12/30/2020	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	1/22/2021	TCP Site Engineering/Surveying	5,551.00
The Erosion Company (TEC)	1/22/2021	TCP Erosion Controls	4,971.25
Weaver Grading & Hauling, Inc.	1/22/2021	Stormwater Detention Facility	94,871.05
Onsite Monitoring & Management	1/22/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	2/17/2021	TCP Materials Testing	1,496.25
The Erosion Company (TEC)	2/17/2021	TCP Erosion Controls	345.00
Onsite Monitoring & Management	2/17/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	3/24/2021	TCP Materials Testing	1,051.25
Southeastern Engineering, Inc.	3/24/2021	TCP Site Engineering/Surveying	51,250.00
Foresite Group, LLC	3/24/2021	Town Center Hardscapes/Softscapes	2,780.00
Odyssey Development Group	3/24/2021	Industrial Connector Demolition	25.75
Weaver Grading & Hauling, Inc.	3/24/2021	Stormwater Detention Facility	36,584.45
Onsite Monitoring & Management	3/24/2021	TCP Site MS4 Monitoring	300.00
The Erosion Company (TEC)	4/19/2021	TCP Erosion Controls	5,471.60
Onsite Monitoring & Management	4/19/2021	TCP Site MS4 Monitoring	300.00
Twin Oaks Landscape Group, Inc.	5/21/2021	TCP Landscaping at Walnut Street	887.50
Complete Demolition Services, LLC	5/21/2021	TCP Site Demolition	112,000.00
Foresite Group, LLC	5/21/2021	Town Center Hardscapes/Softscapes	7,000.00
Onsite Monitoring & Management	5/21/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	5/21/2021	TCP Site Engineering/Surveying	12,017.50
Commercial Buildings & Doors, Inc.	5/27/2021	TCP Site Demolition	34,250.00
Foresite Group, LLC	6/15/2021	Town Center Hardscapes/Softscapes	8,600.00
Onsite Monitoring & Management	6/15/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	6/15/2021	TCP Site Engineering/Plan Revisions	4,856.05
The Erosion Company (TEC)	6/15/2021	TCP Erosion Controls	475.00
Onsite Monitoring & Management	7/28/2021	TCP Site MS4 Monitoring	100.00
The Erosion Company (TEC)	7/28/2021	TCP Erosion Controls	896.25
Onsite Monitoring & Management	8/16/2021	TCP Site MS4 Monitoring	100.00
Odyssey Development Group	9/20/2021	TCP Site Liens/Landscape Plans	106.15
Onsite Monitoring & Management	9/20/2021	TCP Site MS4 Monitoring	100.00

Southeastern Engineering, Inc.	9/20/2021	TCP Site Engineering/Plan Revisions	11,727.50
Alliance Land Surveying	10/26/2021	TCP Site Staking Services	10,825.00
Environmental Associates, Inc.	10/26/2021	TCP Asbestos Survey/Demolition	720.00
Foresite Group, LLC	10/26/2021	Town Center Hardscapes/Softscapes	5,700.00
Onsite Monitoring & Management	10/26/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	10/26/2021	TCP Site Plan Surveying/Engineering	12,662.50
TJ Schell, LLC	10/26/2021	TCP Site Tree Survey	450.00
Vertical Earth, Inc.	10/26/2021	TCP Site Work	71,358.34
Alliance Land Surveying	11/16/2021	TCP Site Staking Services	8,500.00
Onsite Monitoring & Management	11/16/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2021	TCP Site Surveying/Engineering	6,888.75
Vertical Earth, Inc.	11/16/2021	TCP Site Work	<u>178,070.53</u>

URA of the City of Holly Springs, Georgia Revenue Bond Series 2020:**\$ 3,000,000.00**

Murray Barnes Finister, LLP	9/30/2021	Bond Issuance Costs URA Series 2021	61,000.00
Smith, Gambrell & Russell, LLP	9/30/2021	Bond Issuance Costs URA Series 2021	10,000.00
Vertical Earth, Inc.	11/16/2021	TCP Site Work	70,381.49
Foresite Group, LLC	12/15/2021	Town Center Hardscapes/Softscapes	4,762.50
Lueder, Larkin & Hunter	12/15/2021	Prepare quitclaim deeds for TCP	713.00
Onsite Monitoring & Management	12/15/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	12/15/2021	TCP Site Surveying/Engineering	10,493.75
Southeastern Engineering, Inc.	12/15/2021	Construction Administration	1,675.00
Vertical Earth, Inc.	12/15/2021	TCP Site Work	287,360.67
Alliance Land Surveying	1/21/2022	TCP Construction Staking	9,645.00
Foresite Group, LLC	1/21/2022	Town Center Hardscapes/Softscapes	3,617.50
Lueder, Larkin & Hunter	1/21/2022	Prepare quitclaim deeds for TCP	513.00
Oasis Consulting Services	1/21/2022	TCP Materials/Soil Testing	3,517.50
Onsite Monitoring & Management	1/21/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	1/21/2022	TCP Site Surveying/Engineering	8,718.75
Southeastern Engineering, Inc.	1/21/2022	TCP LIDAR Site Topography	16,090.00
Vertical Earth, Inc.	1/21/2022	TCP Site Work	280,294.92
FenceWorks of Georgia	2/15/2022	Stormwater Detention Pond Fencing	12,600.00
Foresite Group, LLC	2/15/2022	Town Center Hardscapes/Softscapes	7,910.00
Oasis Consulting Services	2/15/2022	TCP Materials/Soil Testing	6,981.25
Onsite Monitoring & Management	2/15/2022	TCP Site MS4 Monitoring	350.00
Tru Masonry, LLC	2/15/2022	Masonry Fence Columns S/W Pond	9,100.00
Vertical Earth, Inc.	2/15/2022	TCP Site Work	46,860.91
Alliance Land Surveying	3/25/2022	TCP Site Construction Surveying	6,900.00
Foresite Group, LLC	3/25/2022	Town Center Hardscapes/Softscapes	9,935.00
Foresite Group, LLC	3/25/2022	Roundabout Landscaping Revisions	1,091.25
Oasis Consulting Services	3/25/2022	TCP Materials/Soil Testing	4,471.25
Onsite Monitoring & Management	3/25/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	3/25/2022	TCP LDP Construction Documents	47,397.50

Southeastern Engineering, Inc.	3/25/2022	Erosion Control/Palm Street LDP	1,860.00
Twin Oaks Landscape, Inc.	3/25/2022	Stormwater Pond Landscaping	33,087.50
Vertical Earth, Inc.	3/25/2022	TCP Site Work	34,415.20
Advanced Metal Fabrication, Inc.	4/20/2022	Moving Costs - Hickory Springs Parkway	200,000.00
Foresite Group, LLC	4/20/2022	Town Center Hardscapes/Softscapes	3,220.00
Oasis Consulting Services	4/20/2022	TCP Materials/Soil Testing	5,137.50
Oasis Consulting Services	4/20/2022	TCP Subsurface/Soil Testing	5,510.00
Onsite Monitoring & Management	4/20/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	4/20/2022	TCP LDP Construction Documents	23,387.50
Southeastern Engineering, Inc.	4/20/2022	Erosion Control/Palm Street LDP	700.00
Vertical Earth, Inc.	4/20/2022	TCP Site Work	51,647.90
JC Picture Cars, LLC	5/6/2022	Moving Costs - Hickory Springs Parkway	32,930.00

Remaining proceeds from Series 2021 URA Bond:	<u>5,440,487.16</u>
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URA of the City of Holly Springs, Georgia Revenue Bond Series 2021:	<u>\$ 6,756,113.00</u>
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Exhibit “D”
SAMPLE COUNTY RESOLUTION

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CHEROKEE COUNTY AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENTS FOR THE CITY OF HOLLY SPRINGS TAX ALLOCATION DISTRICT NUMBER TWO – SUBJECT TO AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE COUNTY AND THE CITY OF HOLLY SPRINGS SATISFYING CERTAIN REQUIREMENTS APPROVED HEREBY; AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Holly Springs, Georgia (the “City”) through its Mayor and City Council, amended a Redevelopment Plan (the “Redevelopment Plan”) with respect to a Redevelopment Area (the “Redevelopment Area”) and has dissolved the City’s existing Tax Allocation District Number One and replaced it with the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center, which has been certified by the State Revenue Commissioner as of December 31, 2015, in accordance with O.C.G.A 36-44-10.

WHEREAS, the City intends to authorize the issuance of tax allocation bonds and/or other obligations (collectively, “TAD Bonds” or “TAD Financing”) as may be necessary to implement provisions of the Redevelopment Plan to be adopted by the City;

WHEREAS, the Redevelopment Powers Law provides that County ad valorem property taxes derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution;

WHEREAS, the City has requested that the County consent to inclusion of County ad valorem taxes on real property collected within the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center in the computation of the tax allocation increments of the amended TAD Number Two;

WHEREAS, if the County consents as requested, the County will forego and lose the ad valorem tax increments as to real property included in the computation of the tax allocation increments of the TAD (as applicable, the “Tax Increments”) as will the City; the County desires that certain amounts with respect to such Tax Increments of the County or any agreed upon portion thereof will constitute eligible redevelopment costs under the Redevelopment Powers Law, as provided hereinafter;

WHEREAS, the County desires that the County and the City enter into a new Intergovernmental Agreement (the “Intergovernmental Agreement”) providing in part that “eminent domain” as defined in the Intergovernmental Agreement shall not be used for private economic development, and that Excess Funds shall be kept in a sinking fund for the repayment of principal, with the goal of completing successful redevelopment and paying off all redevelopment costs as quickly as possible;

WHEREAS, subject to the terms contained in the Intergovernmental Agreement, the County has determined that it is in the best interest of the citizens of the County that the County participate in the amended TAD so as to maximize its value and therefore maximize the redevelopment potential of the Redevelopment Area; and

WHEREAS, the Board of Commissioners now wishes to consent to inclusion of County ad valorem taxes on real property collected within the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center in the computation of the tax allocation increment of the City of Holly Springs TAD Number Two, subject to the terms contained in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia, and it is hereby resolved by the authority of the same as follows:

Section 1. The Board of Commissioners of the County does hereby consent to inclusion of County ad valorem taxes on real property within the amended TAD Number Two in the computation of the tax allocation increments for the TAD to be calculated in accordance with O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, commencing with Fiscal Year 2023 County property tax bills issued during calendar year 2022.

Section 2. No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement will be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the County in his or her individual capacity and no officer, director, agent or employee of the County in his or her individual capacity shall be held liable in connection therewith.

Section 3. All acts and doings of the officers, commissioners, agents and employees of the County in conformity with the purposes and intent of this Resolution and the furtherance of the execution, delivery and performance of the Intergovernmental Agreement or the Development Agreement are in all respects hereby approved and confirmed.

Section 4. This Resolution shall be effective immediately upon adoption. All resolutions and parts of resolutions in conflict with this Resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Cherokee County, Georgia, this _____ day of _____, 2021.

CHEROKEE COUNTY, GEORGIA

BY:

BY: _____

Harry B. Johnston, Chairman
Board of Commissioners

ATTEST: _____

Christy Black
County Clerk

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into as of _____, 2022 (the "Effective Date") by and between the CITY OF HOLLY SPRINGS, GEORGIA (the "City") and the CHEROKEE COUNTY SCHOOL SYSTEM a/k/a the CHEROKEE COUNTY SCHOOL DISTRICT (the "CCSD").

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the CCSD do hereby agree, as follows:

ARTICLE I

Section 1.1. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

"Board of Education" means the Cherokee County Board of Education, that elected entity which serves as the governing body responsible for the control and management of the CCSD.

"Bond Indenture" means, collectively and each respectively, the Trust Indenture, Bond Resolution, Bond Ordinance or other document pursuant to which one or more series of TAD Bonds or other forms of financing may be issued.

"CCSD" means the Cherokee County School District.

"CCSD Resolution" means that certain resolution adopted by the Board of Education of the CCSD on _____, 2022 (and any subsequent Resolution affirming and/or amending the same) consenting to the inclusion of certain CCSD ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

"CCSD Tax Allocation Increment" means that portion of the Tax Allocation Increment accruing from the TAD in each calendar year attributable to the ad

valorem taxes on real property levied by the CCSD for educational purposes in such calendar year.

"City" means the City of Holly Springs, Georgia.

"City Resolution" means that certain resolution adopted by the Holly Springs City Council, on December 7, 2015, amending the Holly Springs New Town Center Redevelopment Plan; amending the boundaries of the Holly Springs New Town Center Redevelopment Area; dissolving Tax Allocation District Number One – Holly Springs New Town Center and creating in its place Tax Allocation District Number Two – Downtown Holly Springs New Town Center; designating the boundaries of and establishing the tax allocation increment base of Tax Allocation District Number Two, and other related matters. Said City Resolution is attached to this Agreement as part of Exhibit "B".

"Commencement of Construction of Town Center Projects" means that one or more land disturbance permits shall have been issued to private parties for construction of one or more components of the Holly Springs Town Center Project as generally described in the Redevelopment Plan and illustrated in Exhibit "A" herein, which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan. Such project or projects shall be defined as having commenced when expended construction costs constitute at least 5% of total project costs as defined in their respective building permits.

"County" means Cherokee County, Georgia.

"Excess Funds" means, during the duration of the TAD and following the issuance of TAD Financing, including bonds, notes and/or other forms of financing for so long as TAD Financings remain outstanding, in each calendar year, the amount by which the Real Property Tax Allocation Increment collected during such calendar year exceeds the amount required to make the Scheduled Debt Service Payments on the TAD Financing in each calendar year, to replenish any deficiency in any debt service reserve fund established for the TAD Financing under a Bond Indenture if bonds are issued, and required to be paid from Tax Allocation Increments pursuant to such Bond Indenture (such as, without limitation, to the extent required to be paid from Tax Allocation Increments by the Bond Indenture, rebate payments to the U.S. Treasury Department and, bond trustee's fees of the TAD Bonds), and to pay the PILOT pursuant to Sections 3.3(a) and 3.3(b) of this Agreement.

"Georgia Constitution" means the Constitution of the State of Georgia of 1983, as amended.

"Other Projects" mean, collectively, any specific redevelopment and/or capital improvement projects proposed to be undertaken in the TAD, which are not currently described in the Redevelopment Plan and are not included among the Town Center Master Plan Projects or TAD Projects as defined elsewhere in this Agreement. The City agrees not to commit the use of CCSD Tax Allocation Increments to support Other Projects without first obtaining majority approval from the Cherokee County Board of Education.

"Personal Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to personal property. This definition being included to confirm that Personal Property Tax Allocation Increment is not being pledged by the CCSD under the terms of this Agreement.

"PILOT Parcels" means any existing or future tax parcels to be created within the City of Holly Springs, TAD #2, the boundaries of which are more particularly described in the Redevelopment Plan attached as part of Exhibit "A" to this Agreement, upon which are identified as residential units (city homes and stacked flats/apartments or other structures intended for residential use) and may be constructed at any point after the effective date of this agreement and for which the City agrees to make an annual payment in lieu of taxes (PILOT) to the CCSD pursuant to Section 3.3(a) of this Agreement beginning on the 1st day of March, 2024 and continuing thereafter on the 1st day of March for so long as PILOT payments are payable hereunder.

"Real Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to real property.

"Redevelopment Agency" means the Holly Springs City Council, designated pursuant to O.C.G.A. § 36-44-4, to serve as the initial redevelopment agency for the TAD as determined by the City in the City Resolution in accordance with the Redevelopment Powers Law, and any successor redevelopment agency selected by the City in accordance with the Redevelopment Powers Law.

"Redevelopment Area" means that certain area located within the City created by and established as a redevelopment area (as defined in O.C.G.A. Section 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as "Holly Springs New Town Center Redevelopment Area", as more fully described in the City Resolution and the Redevelopment Plan.

"Redevelopment Costs" shall have the meaning set forth in Section 36-44-3(8) of the Redevelopment Powers Law.

"Redevelopment Plan" means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Resolution and designated as the "Downtown Holly Springs New Town Center Redevelopment Plan", as more fully identified in the City Resolution and attached as part of Exhibit "B".

"Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended.

"Residential Mitigation Charge" means a one-time fee to alleviate the effect of increased residential development upon the CCSD, to be assessed by the City upon certain new residential development to be constructed within the area of the TAD referred to as the New Town Center Project Area, for the specific purpose of implementing the "Holly Springs Downtown Master Plan," as more fully described in Section 3.3(c).

"Scheduled Debt Service Payments" means the aggregate scheduled principal and interest payments on the TAD Financing in each calendar year in accordance with a Bond Indenture, loan or other form of TAD financing, which shall include any scheduled sinking fund redemption payments on such financing in such year.

"Special Fund" means the special fund with respect to the TAD created pursuant to O.C.G.A. Section 36-44-11(c) of the Redevelopment Powers Law.

"State" means the State of Georgia.

"TAD Committee of the Redevelopment Agency" means the committee composed of the Mayor of the City of Holly Springs, the Chairman of the Holly Springs Downtown Development Authority, the Vice Chairman of the Holly Springs Downtown Development Authority, the Chairman of the Cherokee County Board of Commissioners, or his designee, and the Chairman of the Cherokee County Board of Education, or her designee, who are charged with reviewing any

changes and/or deviations from the original Town Center Master Plan as shown in Exhibit “A”. The committee makes recommendations for any proposed changes to the original Town Center Master Plan to the Redevelopment Agency. The Redevelopment Agency submits recommended changes and/or deviations to the governing bodies of the City of Holly Springs, the Cherokee County Board of Commissioners and the Cherokee County Board of Education for their consideration.

"TAD Financing" means those certain “Tax Allocation Bonds”, notes, other obligations or forms of financing issued by the City as defined in O.C.G.A. Section 36-44-3(12) of the Redevelopment Powers Law with respect to the New Town Center TAD that the City has issued since the TAD was formed (See Exhibit C for a summary of drawdowns from the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond Series 2019 through 2021) and/or may issue in the future as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times within the term of this agreement, and which may be repaid in full or in part with Tax Allocation Increments generated within the New Town Center TAD.

"Tax Allocation District (TAD)" means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. Section 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as the "City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center" (sometimes hereinafter referred to as the “New Town Center TAD” or “TAD Number Two”), as more fully described in the City Resolution and in the Redevelopment Plan.

"Tax Allocation Increment" means the tax allocation increment within the meaning of O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to the New Town Center TAD, including, without limitation, Real Property Tax Allocation Increment. The proportional share of accumulated Real Property Tax Allocation Increments attributable to the contributions of City, County and School District millage may also be referred to in this Agreement as City, County and School District Tax Allocation Increments, respectively. See Exhibit “D” for a summary of tax allocation district increment for the years 2019 through 2021.

“Tax Allocation Increment Base” with respect to the New Town Center TAD and within the meaning of O.C.G.A. Section 36-44-3(15) of the Redevelopment Powers

Law, means the taxable value of all taxable property subject to ad valorem property taxes, as certified by the state revenue commissioner on the effective date the New Town Center TAD was created pursuant to Code Section 36-44-8, in the amount of \$16,426,360.

"Tax Allocation Increment Ratio" means that formula described within O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, being that amount obtained by multiplying the total ad valorem property taxes, determined as provided in Code Section 36-44-9, levied within the TAD in any future year by a fraction having a numerator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD minus the tax allocation increment base and a denominator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD.

"Town Center Master Plan" means, collectively, redevelopment and/or capital improvement projects to be undertaken within or near the Holly Springs Town Center Project Area consisting of approximately 35 acres owned by the City or its Downtown Development Authority, within the TAD, for the specific purpose of implementing the "Town Center Master Plan" as generally described within the Redevelopment Plan and illustrated in Exhibit "A". The scope and definition of Town Center Master Plan Projects may be amended from time to time by the City and its Master Developer as approved by the TAD Committee of the Redevelopment Agency but shall be generally limited in location and scope to the area described in Exhibit "A". For purposes of this Agreement "Town Center Master Plan Projects" and "TAD Projects" shall have the same meaning and are used interchangeably.

ARTICLE II

Section 2.1. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution, and the TAD became effective on December 31, 2015. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Resolution.

(b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.

(c) The City has authorized and may authorize in the future, the issuance of TAD Financing, consisting of bonds or other forms of financing as may be necessary to implement provisions of the Redevelopment Plan to be repaid in full or in part by Tax Allocation Increment generated within the TAD.

(d) The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County or CCSD for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds positive tax allocation increments derived from the tax allocation district, all or part of the general funds derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

(e) The City has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery, and performance of this Agreement.

Section 2.2. Representations of the Cherokee County School District. The CCSD makes the following representations as the basis for the undertakings on its part herein contained:

(a) The CCSD is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or

facilities the contracting parties are authorized by law to undertake or provide. Accordingly, as a corollary, the Redevelopment Powers Law provides that ad valorem taxes levied on real estate for educational purposes and derived from the Tax Allocation District may be included in the computation of Tax Allocation Increment for the Tax Allocation District with the consent of the Board of Education by duly adopted resolution, pursuant to O.C.G.A. §36-44-9(a).

(b) The CCSD has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the CCSD from ad valorem property taxes levied by the CCSD on taxable real property within the TAD in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Holly Springs New Town Center Redevelopment Plan.

ARTICLE III

Section 3.1. Term of the Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until (i) all TAD Financing and eligible Redevelopment Costs have been paid in full; (ii) the New Town Center TAD has been terminated by Resolution for other reasons; or (iii) fifteen (15) years have elapsed from the Effective Date, whichever first occurs.

Section 3.2. Certification of Tax Allocation Increment Base. The City and the CCSD hereby agree that the Tax Allocation Increment Base for the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center, as certified by the State Revenue Commissioner as of December 31, 2015 in the amount of \$16,426,360, is the then taxable value of all real property subject to ad valorem property taxation located within the TAD, subject to all exemptions and exclusions provided by law, in accordance with O.C.G.A 36-44-10.

Section 3.3. Inclusion of CCSD Ad Valorem Property Taxes in Computation of Tax Allocation Increment. Pursuant to the Board Resolution, the CCSD hereby consents and agrees to inclusion of ad valorem taxes levied for educational purposes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the formula specified in Section 36-44-3(14) of the Redevelopment Powers Law, effective upon the issuance of Fiscal Year 2023 CCSD property tax bills issued during calendar year 2022. The CCSD further authorizes the County to collect and deliver CCSD Tax Allocation Increment to the City according to the

same procedures and timeline used by the County to collect and deliver County Tax Allocation Increments from the TAD.

(a) Payment in Lieu of Taxes (PILOT #1) Parcels. Commencing in Fiscal Year 2024, the City agrees to make an annual payment in lieu of taxes (PILOT) to the CCSD, as authorized by O.C.G.A. §36-44-3(8)(G), which equals the portion of the CCSD Tax Allocation Increment collected from all PILOT Parcels during the previous calendar year for which construction has been completed and residential units are either occupied or available for occupancy. A PILOT Parcel shall be classified as “completed” upon the issuance of a certificate of occupancy permit by the City and shall be subject to the annual PILOT beginning with the next real property tax payment collected from that PILOT Parcel and continuing annually on the 1st day of March, thereafter for as long as this Agreement remains in effect. A lump-sum payment for all completed PILOT parcels shall be made by the City to the CCSD within forty-five (45) days after the City’s receipt of the first installment payment of CCSD Tax Allocation Increment for the TAD.

(b) Return of Excess Tax Allocation Increment as Payment in Lieu of Taxes #2 (PILOT #2). The City will make an annual PILOT #2 to CCSD as authorized by OCGA §36-44-3(8)(G), the amount of which shall be determined as follows:

- (i) CCSD shall receive its pro rata share of excess funds in an amount equal to the annual growth in the aggregate value of the TAD digest in excess of 4% over the previous year’s value. Any excess funds attributable to the annual growth in the aggregate value of the TAD digest of 4% or less over the previous calendar year’s value shall be applied by the City to prepay the amount of TAD financing then outstanding.
- (ii) Payments made as PILOT #2 shall be paid by the City within sixty (60) days after the end of each calendar year as authorized by OCGA §36-44-3(8) (G).

(c) In order to help alleviate the effect of increased residential development within the area of the TAD referred to as New Town Center Project Area consisting of approximately 35 acres owned by the City or its Downtown Development Authority, for the specific purpose of implementing the “Holly Springs Town Center Master Plan” illustrated in Exhibit “A”, there shall be assessed a one-time “residential mitigation charge” to be contributed to the CCSD. The residential mitigation charge shall consist of \$ 988.64 per single family detached unit, \$ 391.36 per attached townhome unit and \$ 391.36 per multifamily (including both for sale and rental) residential units, The estimated number and locations of single family detached, townhome and multi-family residential units

anticipated to be developed within the Holly Springs Town Center Master Plan” and subject to the residential mitigation charge, as of the effective date of this agreement, are also identified in Exhibit “A”. Such fees shall be collected by the City from the respective builder/developer(s) upon the issuance of building permits for applicable residential construction and remitted to the CCSD on a quarterly basis pursuant to the Partnership Agreement Between the Cherokee County Board of Education and the City of Holly Springs dated October 17, 2019.

(d) CCSD authorizes the inclusion of CCSD Tax Allocation Increment to support the City’s issuance of TAD Financing, for Town Center Master Plan Projects, subject to the terms of this Agreement. For Other Projects which are not part of the Downtown Master Plan and not described in the Redevelopment Plan, a resolution of the Board of Education shall be required in order to authorize the pledge of the CCSD Tax Allocation Increment to support the City’s issuance of TAD Financing to Other Projects.

(e) The term of any or each TAD Financing for which the CCSD Tax Allocation Increment is to be pledged shall mature at such time or times not more than fifteen (15) years from the execution hereof.

(f) Upon the retirement of all outstanding TAD Financing, any funds derived from the CCSD Tax Allocation Increment remaining in the TAD Special Fund after all redevelopment costs have been paid or otherwise satisfied shall be paid to the CCSD within 60 days after the end of the calendar year in the same manner and in the same proportion as the most recent distribution by the CCSD, in accordance with the Redevelopment Powers Law.

Section 3.4. Inclusion of City Ad Valorem Property Taxes in Computation of Tax Allocation Increment and Payment of City Redevelopment Costs.

The City shall also pledge City ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law. The City shall establish a TAD Special Fund for the purpose of accounting for the deposit and use of Tax Allocation Increments and shall deposit City Tax Allocation Increments into that Special Fund on a timely basis, consistent with general procedures and schedules governing County Tax Allocation Increments in Section 3.3. The following provisions apply to City Redevelopment Costs:

(a) The aggregate principal amount of any and all financing or refinancing issued by the City with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.

(b) The City shall ensure and confirm in writing to CCSD that construction on one or more designated private development parcels within the Downtown Master Plan, as illustrated in Exhibit “A” herein, shall have commenced no later than December 31, 2023, meaning that at least one or more parcels which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan, shall have been conveyed to private parties and shall have expended construction costs constituting at least 5% of total project costs as defined in their respective building permits.

(c) In the event the deadline set forth in subsection 3.4(b) is not met, the consent of the CCSD to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2023, unless the CCSD waives this deadline by Resolution. If the CCSD's consent so terminates, the CCSD's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the CCSD by the City within forty-five (45) days after the termination date.

(d) The City will provide to the CCSD commencing with calendar year 2023 and each calendar year thereafter (i) within thirty (30) days after the end of each such calendar year, an annual report regarding the status of redevelopment occurring within the TAD, forecasts of future development, the amount of positive Tax Allocation Increments generated by that development and the intended uses of Tax Allocation Increments generated within the TAD. The annual report will also include the City’s estimate of the number of completed PILOT Parcels and calculation of CCSD Tax Allocation Increment associated with those PILOT Parcels for the calendar year. The City will also provide to the CCSD, within fifteen (15) days after issuance of the City’s Annual Comprehensive Financial Report, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City, to include the amount of positive Tax Allocation Increment deposited into the TAD Special Fund, the Year-end Fund balance, the uses of such funds and all debt service obligations outstanding.

(e) The CCSD Tax Allocation Increment may be used for purposes consistent with the anticipated uses of estimated future TAD proceeds as specified in the Redevelopment Plan, including but not necessarily limited to the following:

- (i) Capital costs, including reimbursement of City capital costs already incurred as identified in Exhibit “C”, for land clearing and grading, acquisition of real property for redevelopment purposes, demolition of existing structures, environmental remediation, construction of parking structures and lots, sidewalks and water, sewer, stormwater, communications or related

infrastructure; intersection, transportation, streetscape and other roadway improvements, parks and outdoor civic meeting spaces. Capital costs for which the CCSD's increment may be used include infrastructure improvements that are interior to a specific project site but assist the overall redevelopment area as a whole.

(ii) TAD Financing costs, as authorized by O.C.G.A. §36-44-3(8); and

(iii) Professional service costs, imputed administrative costs and organizational costs, as authorized by O.C.G.A. §36-44-3(8).

(f) The City agrees that CCSD Tax Allocation Increments shall not be used for the vertical construction of publicly owned buildings intended for the provision of municipal services, such as a city hall or municipal building, city library, community or senior center, etc. and should any such buildings be constructed within the TAD, the cost of building construction shall be funded by sources other than Tax Allocation Increments. The construction of publicly owned parking structures which are necessary to service future development within the TAD is specifically excluded from the meaning of this provision.

(g) The City shall promptly notify the CCSD in writing of any special conditions, stipulations or requirements imposed at any time or from time-to-time hereafter by any other taxing authority with respect to the Tax Allocation Increments and the TAD. If so, elected by the CCSD, the CCSD shall be entitled to the benefit of any special financial conditions, stipulations or requirements with respect to the Tax Allocation Increments and the TAD imposed. The parties hereto may amend or supplement this Agreement to provide for such special financial conditions, stipulations or requirements imposed hereafter, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

(h) The CCSD shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of CCSD ad valorem taxes in the computation of the tax allocation increments of the proposed TAD as provided herein.

(i) Should the City determine in the future to undertake a particular Project to be financed in whole or in part by Tax Allocation Increments or by some form of TAD Financing as defined herein, which is either located outside of the Town Center Master Plan project site identified in Exhibit "A", or in addition to the incurred City redevelopment costs identified in Exhibit "C", the City and the City's counsel and/or bond counsel promptly shall determine whether any amendment to this Agreement may be necessary in

connection with such Project and/or the issuance of TAD Financing for such Project, and in such event, the Mayor of the City of Holly Springs shall call a meeting of the TAD Committee of the Redevelopment Agency to discuss the proposed changes and/or deviations from the original Town Center Master Plan. If the Committee makes a recommendation to approve the changes and/or deviations from the approved Town Center Master Plan, the City shall promptly provide to the CCSD in writing reasonably detailed information on such Other Project and the proposed amendment to this Agreement, including, without limitation: the identity of the project participants, the affected real property, the proposed capital improvements and the estimated cost thereof, other associated costs, the nature and status of participation and financing commitments including any non-bond financing, the projected Tax Allocation Increments expected to be generated by such Project, the nature of and reason for the proposed amendment to this Agreement, and such other relevant information as may be reasonably requested by the CCSD ("Sufficient Information"). Upon receipt of Sufficient Information, the Board of Education must approve or deny the TAD Committee's recommendation.

(j) The CCSD agrees to cooperate with the City and the City's counsel and/or bond counsel and to duly consider any such proposed amendment to this Agreement that is necessary in connection with a particular Other Project and/or the issuance of TAD Bonds to finance such Other Project; provided, however, any such amendment shall be in form and substance reasonably acceptable to the CCSD, and provided further, however, the CCSD fully reserves the right to object to, and shall not be obligated to enter into, any proposed amendment that, in the reasonable judgment of the CCSD, presents a risk of adverse effect upon the interests of the CCSD. In such event the CCSD does not provide its consent to participate in the financing of such Other Project, City may not commit CCSD tax allocation increments to that Other Project but may choose to commit future City and County tax allocation increments if agreed by the City and County.

(k) Upon Commencement of Construction of the Downtown Master Plan by no later than December 31, 2023, as defined under Section 3.4(b) there shall be no distribution of Excess Funds to any party and said Excess Funds shall remain and accumulate in the Special Fund, as provided for in O.C.G.A. Section 36-44-11 to be used for the retirement of principal on outstanding TAD Financing and the payment of all approved City Redevelopment Costs, as quickly as possible. The City shall include in its annual reporting to the CCSD in accordance with Section 3.4(d) a calculation of the CCSD's pro rata share of accumulated Excess Funds, (based upon the percentage of the CCSD's millage rates as compared to the total millage rates, in each case, of taxes used in computing the Tax Allocation Increment for the TAD in each such year in accordance with the Redevelopment Powers Law, computed to the second decimal point) of the Excess Funds.

Provided, however, that if the City, the County and/or the Board of Education increase their respective tax millage rates on property located within the TAD, as provided in O.C.G.A. Section 36-44-15(a), the pro rata share described above shall be calculated based on the then existing percentage of the Excess Fund attributable to the ad valorem tax millage rate of the County, the Board of Education and the City, respectively.

(l) Any funds remaining in the TAD Special Fund after all approved redevelopment costs and all TAD Bonds have been paid or otherwise satisfied (i) to the extent such remaining funds are derived from Tax Allocation Increments, a portion of such funds shall be paid to the CCSD expeditiously (within 30 days after the end of the calendar year) in the same manner and the same proportion as the most recent distribution by the applicable collecting tax authority in accordance with the Redevelopment Powers Law or (ii) to the extent such funds are derived from other sources, a portion of such funds shall be paid to the CCSD expeditiously (within 30 days after the end of the calendar year) in proportion to the total contribution the CCSD made to the Special Fund as compared to the total contribution made by the County to the Special Fund and the total contribution made by the City to the Special Fund.

Section 3.5. Representation on the TAD Committee of the Redevelopment Agency. The City hereby agrees on behalf of its Redevelopment Agency that a TAD Committee of the Redevelopment Agency shall be established to consider TAD matters and shall include the Chairman of the Cherokee County Board of Education or her designee, as a voting member of such committee, with the same powers and voting rights as all other members of said committee. The Committee shall be responsible for reviewing and approving any changes and/or deviations from the original Town Center Master Plan and making recommendations to the governing bodies of the City, County and the CCSD.

ARTICLE IV

Section 4.1. Fees and Regulatory Charges. The City agrees that for a term of fifty (50) years to begin with the effective date of this Agreement, it will not impose, charge or otherwise attempt to collect any fees or regulatory charges from the CCSD related to construction or development of educational facilities within the City. As an example, those fees or charges may include but are not limited to building permit fees, land disturbance fees, impact fees, utility connectivity charges or stormwater mitigation fees. This provision is specifically agreed and determined to survive the term of this Agreement and is negotiated pursuant to ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution.

ARTICLE V

Section 5.1. No Set-Off. Nothing in this Agreement shall otherwise impair, diminish, or affect any other right or remedy available to the CCSD (i) as a result of the City's breach, default, or failure under this Agreement or (ii) to enforce the obligations of the City under this Agreement. No dispute or litigation between the City and the CCSD with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 5.2. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 5.3. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 5.4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 5.5. Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 5.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 5.7. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the CCSD and the City. No waiver, release, or similar modification of this

Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the CCSD.

Section 5.8. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the CCSD at the addresses shown below or at such other addresses as may be furnished by the City and the CCSD in writing from time to time:

CITY: City of Holly Springs, Georgia
P.O. Box 990
Holly Springs, GA 30142
Attention: City Manager

CCSD: Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
Attention: Superintendent of Schools

Section 5.9. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the CCSD have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF HOLLY SPRINGS, GEORGIA

BY: _____

_____, Mayor

ATTEST: _____

_____, City Clerk

Approved as to Form:

_____, City Attorney

CHEROKEE COUNTY SCHOOL DISTRICT

BY: _____

_____, Chair

Board of Education

ATTEST: _____

Secretary

Cherokee County Board of Education

Approved as to Form:

_____, School District Attorney

Exhibit "A"
Description and Illustrative Project Site Plan: Town Center Master Plan

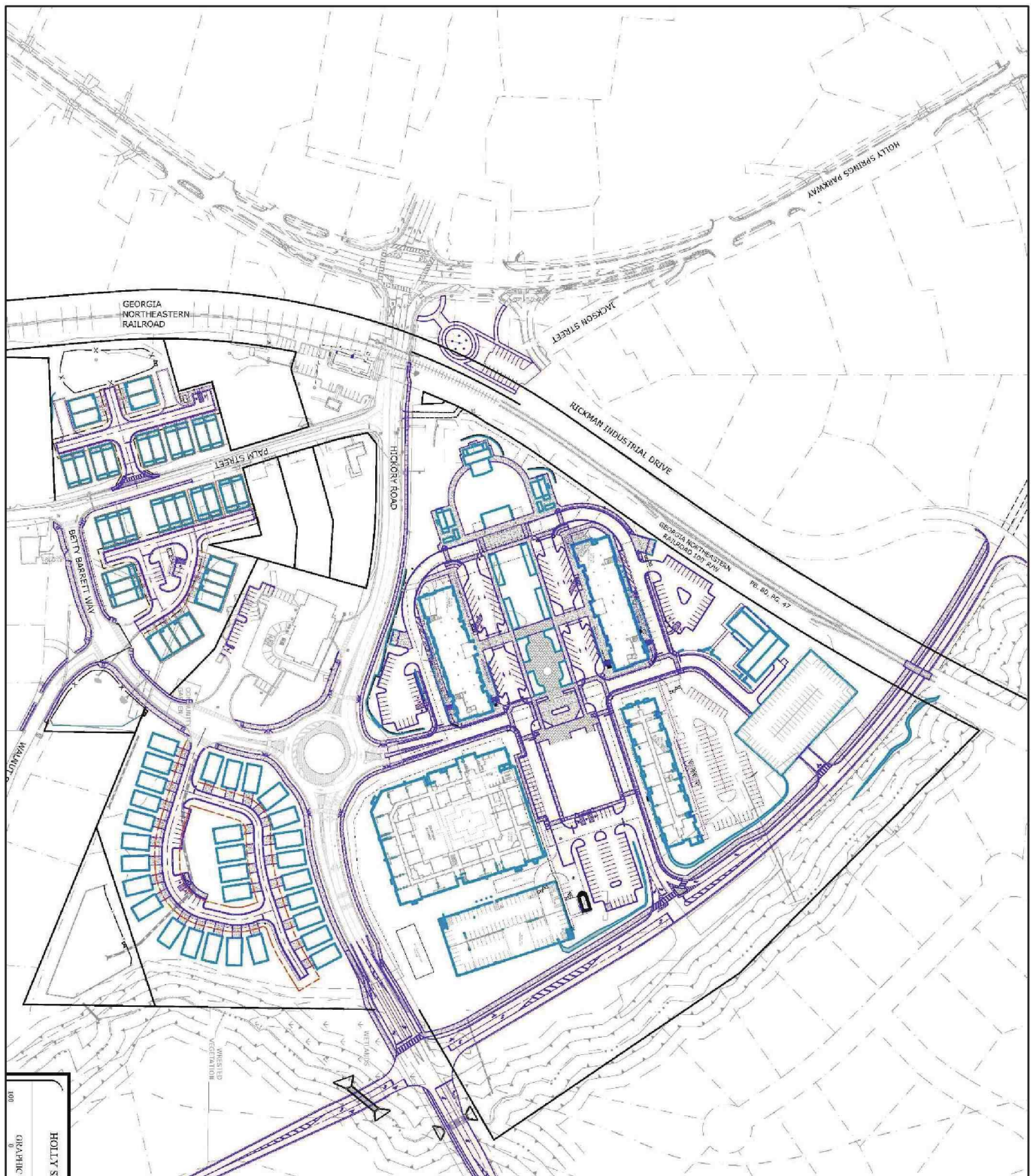


Exhibit “B”

Resolution Amending the Downtown Holly Springs Town Center Redevelopment Plan and Tax Allocation District Number Two – Downtown Holly Springs New Town Center: Approved December 7, 2015

RES-23-2015

A RESOLUTION AMENDING THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT PLAN; TO AMEND THE BOUNDARIES OF THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA; TO DISSOLVE TAX ALLOCATION DISTRICT NUMBER ONE – HOLLY SPRINGS NEW TOWN CENTER; TO CREATE TAX ALLOCATION DISTRICT NUMBER TWO – DOWNTOWN HOLLY SPRINGS NEW TOWN CENTER TAX ALLOCATION DISTRICT; TO DESIGNATE THE BOUNDARIES AND ESTABLISH THE TAX INCREMENT BASE OF TAX ALLOCATION DISTRICT NUMBER TWO; TO ESTABLISH THE INTENT TO ISSUE AND SELL TAX ALLOCATION BONDS AND SUCH REDEVELOPMENT BONDS NECESSARY TO EFFECTUATE THE REDEVELOPMENT OF HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA AND THE DOWNTOWN HOLLY SPRINGS PORTIONS OF THE REDEVELOPMENT AREA; TO AUTHORIZE THE CITY OF HOLLY SPRINGS, GEORGIA CITY COUNCIL TO ACT AS THE REDEVELOPMENT AGENCY TO IMPLEMENT THE AMENDED REDEVELOPMENT PLAN PURSUANT TO THE REDEVELOPMENT POWERS LAW; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENT RELATED HERETO, AND OTHERWISE TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, O.C.G.A. §36-44-1, *et seq.*, is known and may be cited as the Redevelopment Powers Law; and

WHEREAS, the Redevelopment Powers Law (O.C.G.A. §36-44-1, *et seq.*) provides for the exercise of redevelopment powers, the adoption of redevelopment plans, and the creation of tax allocation districts by municipalities in the State of Georgia; and

WHEREAS, a Redevelopment Plan was adopted for the Holly Springs Town Center Redevelopment Area pursuant to O.C.G.A. § 36-44-3(9) on December 19, 2005 (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan covered and included the Holly Springs Town Center and Downtown Holly Springs in the Redevelopment Area as well as other properties in the City of Holly Springs; and

WHEREAS, the Holly Springs Town Center - Tax Allocation District Number One – covered the entire Redevelopment Area under the Redevelopment Plan; and

WHEREAS, the City has determined that, as there are no outstanding redevelopment costs in the existing Holly Springs Town Center Tax Allocation District Number One and it is in the best interest of the City of Holly Springs and its citizens, and that redevelopment Holly Springs Town Center and areas within Downtown Holly Springs, will best be served by the termination of the existing Holly Springs Town Center Tax Allocation District Number One and by the creation of a larger, separate tax allocation district to serve Downtown Holly Springs; and

WHEREAS, the City of Holly Springs proposes to amend the Holly Springs Town Center Redevelopment Plan by adjusting the proposed plan boundaries and to create a larger allocation

RES-23-2015

district to serve Downtown Holly Springs; and

WHEREAS, the City Council held public hearings at the meeting of November 30, 2015 and December 7, 2015, duly noticed as prescribed by law and published in the Cherokee Tribune and as set forth in the minutes of said meeting. The purpose of the meetings was to receive suggestions and comments on the proposed amendment and tax allocation district; and

WHEREAS, the City of Holly Springs desires to adopt and approve the amendments to the Holly Springs New Town Center Redevelopment Plan; and

WHEREAS, the City of Holly Springs desires to create Tax Allocation District Number Two, known as Downtown Holly Springs New Town Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, AND IT IS HEREBY RESOLVED

Section 1. The City of Holly Springs finds and declares that the Holly Springs Town Center Redevelopment Area has not been subject to growth and development through private enterprise, and would not reasonably be anticipated to be develop without the approval of the amendments to the Redevelopment Plan.

Section 2. The City of Holly Springs finds and declares that the improvement of the Downtown Holly Springs portion of the Redevelopment Area is likely to enhance the value of a substantial portion of real property in the district.

Section 3. The amendments to the Redevelopment Plan are hereby approved and adopted, and the Amended Holly Springs Town Center Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted and approved as the Redevelopment Plan for the Downtown Holly Springs Redevelopment Area pursuant to the Redevelopment Powers Law O.C.G.A. § 36-44-1 et seq.

Section 4. The City of Holly Springs hereby creates the Tax Allocation District Number Two -- Downtown Holly Springs New Town Center pursuant to the Amended Holly Springs Town Center Redevelopment Plan and the Redevelopment Powers Law.

Section 5. The Tax Allocation District Number Two – Downtown Holly Springs New Town Center is hereby created as of December 31, 2015, and shall continue in existence for thirty (30) years thereafter, or until all redevelopment costs, including financing costs and debt service on tax allocation bonds, are paid in full.

Section 6. The City of Holly Springs hereby establishes the estimated Tax Allocation Increment Base of \$16,568,320 for the Tax Allocation District Number Two – Downtown Holly Springs New Town Center. The property taxes to be used for computing tax allocation increments are specified in the Tax Allocation Increment Base (M) section on pages 38 and 39 of the Amended Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference.

RES-23-2015

Section 7. The City Council will act as the redevelopment agency to implement the provisions of the Amended Redevelopment Plan and to effectuate the redevelopment of the Downtown Holly Springs portion of the Redevelopment Area pursuant to the Amended Redevelopment Plan and the Redevelopment Powers Law.

Section 8. The Holly Springs New Town Center Tax Allocation District Number One—is hereby dissolved and terminated.

Section 9. The Council intends to authorize issuance of tax allocation bonds and/or obtain commercial bank financing and/or commit available or future revenues and to use the proceeds of any tax allocation bonds or financing or revenues for any and all eligible uses including, without limitation, costs of issuance of the tax allocation bonds or commercial financing; capital costs of public and private improvements, including but not limited to streets, bridges, utilities, storm and sanitary sewers, sidewalks and streetscapes, parking facilities and parks; professional services costs, including fees for architectural, engineering and environmental services; real estate assembly; and such other uses deemed necessary pursuant to provisions of the Redevelopment Plan and the Redevelopment Powers Law, as it has been and may hereafter be amended.

Section 10. The property proposed to be pledged for payment or as security for payment of tax allocation bonds will include the positive ad valorem tax allocation increments from ad valorem taxes levied on all taxable real property within the boundaries of Tax Allocation District Number Two – Downtown Holly Springs New Town Center.

Section 11. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Adopted and approved by the City Council of the City of Holly Springs, Georgia this 7th day of December 2015.

CITY OF HOLLY SPRINGS


Timothy B. Downing, Mayor

Attest:


Karen Norred, City Clerk
(Seal)

Exhibit C
Summary of Incurred City Redevelopment Costs
Eligible for Reimbursement from Future TAD Two Tax Allocation Increment
Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond Series 2019-2021

Vendor Name	Date	Purpose	Amount
Lueder, Larkin & Hunter	7/16/2019	HavGol, LLC Earnest Money/Land Acq.	\$ 1,000.00
Lueder, Larkin & Hunter	8/9/2019	HavGol, LLC Earnest Money/Land Acq.	9,000.00
Murray Barnes Finster, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	61,000.00
Smith, Gambrell & Russell, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	10,000.00
Southeastern Engineering, Inc.	8/14/2019	Land Disturbance Permit/Hydrology	37,006.00
Georgia Development Partners	8/14/2019	Town Center Project Road Network	84,551.77
Dyer & Rusbridge, PC IOLTA	9/16/2019	HavGol, LLC Land Closing	191,497.00
Southeastern Engineering, Inc.	9/16/2019	TCP Water and Sewer Plan Review	1,600.00
Southeastern Engineering, Inc.	9/16/2019	Land Disturbance Permit/Hydrology	19,403.00
Fairbanks Engineering Co., Inc.	9/16/2019	Stormwater Structural Design	4,600.00
Georgia Development Partners	9/16/2019	Stormwater Structure Construction	9,970.00
Georgia Development Partners	9/16/2019	Town Center Project Road Network	195,276.89
Georgia Development Partners	10/17/2019	Town Center Project Road Network	214,212.98
Fairbanks Engineering Co., Inc.	10/17/2019	Stormwater Structural Design	350.00
Foresite Group, LLC	10/17/2019	Town Center Hardscapes/Softscapes	1,975.00
Georgia Development Partners	10/17/2019	Stormwater Structure Construction	13,886.46
North Georgia Foundations, Inc.	10/17/2019	Stormwater Structure Construction	67,212.25
Southeastern Engineering, Inc.	10/17/2019	Land Disturbance Permit/Hydrology	13,550.00
Georgia Development Partners	11/19/2019	Town Center Project Road Network	198,414.42
Georgia Development Partners	11/19/2019	Stormwater Structure Construction	15,771.73
Tunnel Spangler & Walsh (TSW)	11/19/2019	Town Center Hardscapes/Softscapes	1,575.00
Foresite Group, LLC	11/19/2019	Town Center Hardscapes/Softscapes	3,950.00
Oasis Consulting Services	11/19/2019	TCP Road Network Materials Testing	16,278.75
Southeastern Engineering, Inc.	11/19/2019	Land Disturbance Permit/Hydrology	8,473.00
Georgia Development Partners	12/20/2019	Town Center Project Road Network	297,560.68
Tunnel Spangler & Walsh (TSW)	12/20/2019	Town Center Hardscapes/Softscapes	2,705.00
Oasis Consulting Services	12/20/2019	TCP Road Network Materials Testing	3,292.50
Southeastern Engineering, Inc.	12/20/2019	Land Disturbance Permit/Hydrology	8,919.00
Georgia Development Partners	1/27/2020	Town Center Project Road Network	130,804.89
Foresite Group, LLC	1/27/2020	Town Center Hardscapes/Softscapes	2,765.00
Southeastern Engineering, Inc.	1/27/2020	Land Disturbance Permit/Hydrology	12,244.00
Georgia Development Partners	2/21/2020	Town Center Project Road Network	290,662.42
Oasis Consulting Services	2/21/2020	TCP Road Network Materials Testing	4,468.75
Foresite Group, LLC	2/21/2020	Town Center Hardscapes/Softscapes	1,185.00
Southeastern Engineering, Inc.	2/21/2020	Land Disturbance Permit/Hydrology	25,445.00
HavGol, LLC	3/26/2020	Town Center Project Land Acq.	2,621,000.00
Georgia Development Partners	3/27/2020	Town Center Project Road Network	403,543.05
Oasis Consulting Services	3/27/2020	TCP Road Network Materials Testing	4,870.00
Foresite Group, LLC	3/27/2020	Town Center Hardscapes/Softscapes	9,875.00

Southeastern Engineering, Inc.	3/27/2020	Land Disturbance Permit/Hydrology	4,700.00
Deduction for Excess	3/27/2020	Invoices over Series 2019 URA Bond	<u>(4,594.54)</u>

URA of the City of Holly Springs, Georgia Revenue Bond Series 2019:**\$ 5,000,000.00**

TJ Schell, LLC	4/22/2020	TCP Tree Survey	900.00
Georgia Development Partners	4/22/2020	Town Center Project Road Network	250,172.78
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	922.50
Foresite Group, LLC	4/22/2020	Town Center Hardscapes/Softscapes	19,750.00
Oasis Consulting Services	4/22/2020	TCP Road Network Materials Testing	14,427.50
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	6,118.00
The Erosion Company (TEC)	4/22/2020	TCP Erosion Controls	810.00
Oasis Consulting Services	5/18/2020	TCP Road Network Materials Testing	5,237.00
Southeast Grinding, Inc.	5/18/2020	Site Clearing and Grubbing	15,000.00
The Erosion Company (TEC)	5/18/2020	TCP Erosion Controls	225.00
Southeastern Engineering, Inc.	5/18/2020	TCP Site Engineering/Road Network	7,175.00
Georgia Development Partners	5/18/2020	Town Center Project Road Network	324,702.31
Murray Barnes Finister LLP	6/5/2020	Bond Issuance Costs URA Series 2020	51,000.00
Smith, Gambrell & Russell, LLP	6/5/2020	Bond Issuance Costs URA Series 2020	10,000.00
Georgia Development Partners	6/16/2020	Town Center Project Road Network	211,320.79
Oasis Consulting Services	6/16/2020	TCP Road Network Materials Testing	6,372.50
BM&K Construction & Engineering	6/16/2020	Town Center Project Road Network	7,045.37
Georgia Power Company	6/16/2020	TCP Lamp posts and street lighting	97,000.00
The Erosion Company (TEC)	6/16/2020	TCP Erosion Controls	5,240.00
Foresite Group, LLC	6/16/2020	Town Center Hardscapes/Softscapes	6,150.00
Southeast Grinding, Inc.	6/16/2020	Site Clearing and Grubbing	15,000.00
Southeastern Engineering, Inc.	6/16/2020	TCP Site Engineering/Road Network	10,300.00
Georgia Development Partners	7/16/2020	Town Center Project Road Network	214,903.86
Oasis Consulting Services	7/16/2020	TCP Road Network Materials Testing	3,178.75
Environmental Associates, Inc.	7/16/2020	TCP/Ind. Connector Site Demolition	1,400.00
Fairbanks Engineering Co., LLC	7/16/2020	Stormwater Structural Design	250.00
The Erosion Company (TEC)	7/16/2020	TCP Erosion Controls	1,375.00
Weaver Grading & Hauling, Inc.	7/16/2020	Stormwater Detention Facility	27,935.46
Foresite Group, LLC	7/16/2020	Town Center Hardscapes/Softscapes	4,100.00
Southeastern Engineering, Inc.	7/16/2020	TCP Site Engineering/Road Network	12,600.00
Georgia Development Partners	8/18/2020	Town Center Project Road Network	163,905.23
Oasis Consulting Services	8/18/2020	TCP Road Network Materials Testing	6,817.50
The Erosion Company (TEC)	8/18/2020	TCP Erosion Controls	598.75
Weaver Grading & Hauling, Inc.	8/18/2020	Stormwater Detention Facility	3,240.00
North Georgia Foundations, Inc.	8/18/2020	Stormwater Detention Facility	95,460.53
Foresite Group, LLC	8/18/2020	Town Center Hardscapes/Softscapes	4,390.00
Southeastern Engineering, Inc.	8/18/2020	TCP Site Engineering/Road Network	8,235.00
ASAP Signs	9/21/2020	TCP Construction Signage	570.00
Environmental Associates, Inc.	9/21/2020	TCP/Ind. Connector Site Demolition	1,070.00

The Erosion Company (TEC)	9/21/2020	TCP Erosion Controls	10,395.25
North Georgia Foundations, Inc.	9/21/2020	Stormwater Detention Facility	314,844.59
Foresite Group, LLC	9/21/2020	Town Center Hardscapes/Softscapes	7,065.00
Georgia Development Partners	10/20/2020	Town Center Project Road Network	113,390.86
Southeastern Engineering, Inc.	10/20/2020	TCP Site Engineering/Road Network	2,195.00
Precision Blasting	11/16/2020	Stormwater Detention Facility	3,200.00
The Erosion Company (TEC)	11/16/2020	TCP Erosion Controls	882.75
Foresite Group, LLC	11/16/2020	Town Center Hardscapes/Softscapes	11,750.00
Onsite Monitoring & Management	11/16/2020	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2020	TCP Site Engineering/Road Network	5,027.50
Georgia Development Partners	11/20/2020	Town Center Project Road Network	193,135.30
Georgia Power Company	12/30/2020	TCP Pedestrian Lamp Posts	24,000.00
Oasis Consulting Services	12/30/2020	TCP Materials Testing	3,576.25
Onsite Monitoring & Management	12/30/2020	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	1/22/2021	TCP Site Engineering/Surveying	5,551.00
The Erosion Company (TEC)	1/22/2021	TCP Erosion Controls	4,971.25
Weaver Grading & Hauling, Inc.	1/22/2021	Stormwater Detention Facility	94,871.05
Onsite Monitoring & Management	1/22/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	2/17/2021	TCP Materials Testing	1,496.25
The Erosion Company (TEC)	2/17/2021	TCP Erosion Controls	345.00
Onsite Monitoring & Management	2/17/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	3/24/2021	TCP Materials Testing	1,051.25
Southeastern Engineering, Inc.	3/24/2021	TCP Site Engineering/Surveying	51,250.00
Foresite Group, LLC	3/24/2021	Town Center Hardscapes/Softscapes	2,780.00
Odyssey Development Group	3/24/2021	Industrial Connector Demolition	25.75
Weaver Grading & Hauling, Inc.	3/24/2021	Stormwater Detention Facility	36,584.45
Onsite Monitoring & Management	3/24/2021	TCP Site MS4 Monitoring	300.00
The Erosion Company (TEC)	4/19/2021	TCP Erosion Controls	5,471.60
Onsite Monitoring & Management	4/19/2021	TCP Site MS4 Monitoring	300.00
Twin Oaks Landscape Group, Inc.	5/21/2021	TCP Landscaping at Walnut Street	887.50
Complete Demolition Services, LLC	5/21/2021	TCP Site Demolition	112,000.00
Foresite Group, LLC	5/21/2021	Town Center Hardscapes/Softscapes	7,000.00
Onsite Monitoring & Management	5/21/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	5/21/2021	TCP Site Engineering/Surveying	12,017.50
Commercial Buildings & Doors, Inc.	5/27/2021	TCP Site Demolition	34,250.00
Foresite Group, LLC	6/15/2021	Town Center Hardscapes/Softscapes	8,600.00
Onsite Monitoring & Management	6/15/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	6/15/2021	TCP Site Engineering/Plan Revisions	4,856.05
The Erosion Company (TEC)	6/15/2021	TCP Erosion Controls	475.00
Onsite Monitoring & Management	7/28/2021	TCP Site MS4 Monitoring	100.00
The Erosion Company (TEC)	7/28/2021	TCP Erosion Controls	896.25
Onsite Monitoring & Management	8/16/2021	TCP Site MS4 Monitoring	100.00
Odyssey Development Group	9/20/2021	TCP Site Liens/Landscape Plans	106.15
Onsite Monitoring & Management	9/20/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	9/20/2021	TCP Site Engineering/Plan Revisions	11,727.50

Alliance Land Surveying	10/26/2021	TCP Site Staking Services	10,825.00
Environmental Associates, Inc.	10/26/2021	TCP Asbestos Survey/Demolition	720.00
Foresite Group, LLC	10/26/2021	Town Center Hardscapes/Softscapes	5,700.00
Onsite Monitoring & Management	10/26/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	10/26/2021	TCP Site Plan Surveying/Engineering	12,662.50
TJ Schell, LLC	10/26/2021	TCP Site Tree Survey	450.00
Vertical Earth, Inc.	10/26/2021	TCP Site Work	71,358.34
Alliance Land Surveying	11/16/2021	TCP Site Staking Services	8,500.00
Onsite Monitoring & Management	11/16/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2021	TCP Site Surveying/Engineering	6,888.75
Vertical Earth, Inc.	11/16/2021	TCP Site Work	<u>178,070.53</u>

URA of the City of Holly Springs, Georgia Revenue Bond Series 2020:**\$ 3,000,000.00**

Murray Barnes Finister, LLP	9/30/2021	Bond Issuance Costs URA Series 2021	61,000.00
Smith, Gambrell & Russell, LLP	9/30/2021	Bond Issuance Costs URA Series 2021	10,000.00
Vertical Earth, Inc.	11/16/2021	TCP Site Work	70,381.49
Foresite Group, LLC	12/15/2021	Town Center Hardscapes/Softscapes	4,762.50
Lueder, Larkin & Hunter	12/15/2021	Prepare quitclaim deeds for TCP	713.00
Onsite Monitoring & Management	12/15/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	12/15/2021	TCP Site Surveying/Engineering	10,493.75
Southeastern Engineering, Inc.	12/15/2021	Construction Administration	1,675.00
Vertical Earth, Inc.	12/15/2021	TCP Site Work	287,360.67
Alliance Land Surveying	1/21/2022	TCP Construction Staking	9,645.00
Foresite Group, LLC	1/21/2022	Town Center Hardscapes/Softscapes	3,617.50
Lueder, Larkin & Hunter	1/21/2022	Prepare quitclaim deeds for TCP	513.00
Oasis Consulting Services	1/21/2022	TCP Materials/Soil Testing	3,517.50
Onsite Monitoring & Management	1/21/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	1/21/2022	TCP Site Surveying/Engineering	8,718.75
Southeastern Engineering, Inc.	1/21/2022	TCP LIDAR Site Topography	16,090.00
Vertical Earth, Inc.	1/21/2022	TCP Site Work	280,294.92
FenceWorks of Georgia	2/15/2022	Stormwater Detention Pond Fencing	12,600.00
Foresite Group, LLC	2/15/2022	Town Center Hardscapes/Softscapes	7,910.00
Oasis Consulting Services	2/15/2022	TCP Materials/Soil Testing	6,981.25
Onsite Monitoring & Management	2/15/2022	TCP Site MS4 Monitoring	350.00
Tru Masonry, LLC	2/15/2022	Masonry Fence Columns S/W Pond	9,100.00
Vertical Earth, Inc.	2/15/2022	TCP Site Work	46,860.91
Alliance Land Surveying	3/25/2022	TCP Site Construction Surveying	6,900.00
Foresite Group, LLC	3/25/2022	Town Center Hardscapes/Softscapes	9,935.00
Foresite Group, LLC	3/25/2022	Roundabout Landscaping Revisions	1,091.25
Oasis Consulting Services	3/25/2022	TCP Materials/Soil Testing	4,471.25
Onsite Monitoring & Management	3/25/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	3/25/2022	TCP LDP Construction Documents	47,397.50
Southeastern Engineering, Inc.	3/25/2022	Erosion Control/Palm Street LDP	1,860.00

Twin Oaks Landscape, Inc.	3/25/2022	Stormwater Pond Landscaping	33,087.50
Vertical Earth, Inc.	3/25/2022	TCP Site Work	34,415.20
Advanced Metal Fabrication, Inc.	4/20/2022	Moving Costs - Hickory Springs Parkway	200,000.00
Foresite Group, LLC	4/20/2022	Town Center Hardscapes/Softscapes	3,220.00
Oasis Consulting Services	4/20/2022	TCP Materials/Soil Testing	5,137.50
Oasis Consulting Services	4/20/2022	TCP Subsurface/Soil Testing	5,510.00
Onsite Monitoring & Management	4/20/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	4/20/2022	TCP LDP Construction Documents	23,387.50
Southeastern Engineering, Inc.	4/20/2022	Erosion Control/Palm Street LDP	700.00
Vertical Earth, Inc.	4/20/2022	TCP Site Work	51,647.90
JC Picture Cars, LLC	5/6/2022	Moving Costs - Hickory Springs Parkway	32,930.00

Remaining proceeds from Series 2021 URA Bond: **5,440,487.16**

URA of the City of Holly Springs, Georgia Revenue Bond Series 2021: **\$ 6,756,113.00**

Exhibit “D”
City of Holly Springs
Tax Allocation District Increment Summary
For the Tax Years 2019-2021

Tax Year	2015 Assessment (1)	Assessed Value	Tax Increment	City Millage	County Millage	School Millage	Total	Ratio (2)
2019	\$ 16,426,360	\$ 26,695,880	\$ 10,269,520	\$ 47,342	\$ 53,566	\$ 189,473	\$ 290,381	0.3847
2020	\$ 16,426,360	\$ 25,215,279	\$ 8,794,919	\$ 38,698	\$ 45,839	\$ 162,266	\$ 246,803	0.3488
2021	\$ 16,426,360	\$ 26,848,123	\$ 10,421,763	\$ 43,980	\$ 54,318	\$ 189,676	\$ 287,974	0.3882

(1) 2015 assessed value represents the base year for the Holly Springs Tax Allocation District as approved by the Georgia Department of Revenue.

(2) Ratio of tax increment to assessed value								

Note: The digest numbers summarized above are gross and do not include deductions for residential homestead exemptions.

Exhibit “E”
SAMPLE CCSD RESOLUTION

RESOLUTION

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CHEROKEE COUNTY EDUCATIONAL AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENTS FOR THE CITY OF HOLLY SPRINGS TAX ALLOCATION DISTRICT NUMBER TWO – SUBJECT TO AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CHEROKEE COUNTY SCHOOL DISTRICT AND THE CITY OF HOLLY SPRINGS SATISFYING CERTAIN REQUIREMENTS APPROVED HEREBY; AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Holly Springs, Georgia (the “City”) through its Mayor and City Council, amended a Redevelopment Plan (the “Redevelopment Plan”) with respect to a Redevelopment Area (the “Redevelopment Area”) and has dissolved the City’s existing Tax Allocation District Number One and replaced it with the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center, which has been certified by the State Revenue Commissioner as of December 31, 2015, in accordance with O.C.G.A 36-44-10.

WHEREAS, copies of the Redevelopment Plan for the TAD and the City Resolution have been furnished to the Cherokee County School District (“CCSD”); and

WHEREAS, the City has authorized and may in the future authorize the issuance of bonds and/or other obligations (collectively, “TAD Financing”) as may be necessary to implement provisions of the Redevelopment Plan adopted by the City, to be repaid in full or in part from future tax allocation increment generated from within the TAD; and

WHEREAS, the Redevelopment Powers Law provides that ad valorem property taxes levied by an independent Board of Education for educational purposes derived from a municipal tax allocation district may be included in the computation of tax allocation increment of the tax allocation district if the governing body of the School District consents to such inclusion by resolution;

WHEREAS, the Board of Education has promulgated a policy regarding approval

for including the School ad valorem taxes in the computation of the tax allocation increment for a Tax Allocation District with objective criteria for obtaining such approval; and

WHEREAS, the City of Holly Springs has complied with the Board of Education's Policy as excepted, regarding Tax Allocation Districts; and

WHEREAS, the Board of Education and the City wish to enter into an Intergovernmental Agreement to memorialize the agreement of the two governmental entities regarding the TAD; and

WHEREAS, based on the agreements contained in the Intergovernmental Agreement, the Board of Education now wishes to consent to inclusion of Board of Education ad valorem taxes in the computation of the tax allocation increment for the City of Holly Springs TAD Number Two, subject to the terms contained in the Intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CHEROKEE COUNTY BOARD OF EDUCATION in accordance with the Redevelopment Powers Law, O.C.G.A. §36-44-9(b), does hereby consent to inclusion of educational ad valorem taxes on real property within TAD Number Two, in the computation of the tax allocation increments for the TAD to be calculated in accordance with O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, commencing with Fiscal Year 2023 CCSD property tax bills issued during calendar year 2022.

BE IT FURTHER RESOLVED that the School District is authorized to enter into an Intergovernmental Agreement of which is attached as Attachment "A" which contains, inter alia, the following terms and conditions:

(1) The City agrees to make an annual payment in lieu of taxes ("PILOT") to the CCSD authorized by O.C.G.A. §36-44-3(8)(G), in accordance with the procedures more fully stated in Section 3.3(a) and 3.3(b) of the IGA.

(2) The City agrees that it will develop the TAD area in a manner as generally described within the Redevelopment Plan and illustrated in Exhibit A of the IGA. The scope and definition of Town Center Master Plan Projects may be amended from time to time by the City and its Master Developer as approved by the TAD Committee of the Redevelopment Agency but shall be generally limited in location and scope to the area described in Exhibit A of the IGA.

(3) The City further agrees that it shall not commit the use of educational ad valorem Tax Allocation Increments to support other redevelopment and/or capital improvement projects proposed within the TAD, which are not currently described in the Redevelopment Plan and are not included among the Downtown Master Plan Projects without first obtaining approval from the Board of Education.

(4) The City will endeavor to obtain development which has no greater than the number residential units currently identified in the Downtown Master Plan, which are to be constructed and incorporated within a mixed-use development, consistent with the City's Redevelopment Plan. Further, in order to alleviate the effect of increased residential development upon the School District, the city will impose a one-time residential mitigation charge upon developers of residential units within Downtown Master Plan Projects in the amounts and according to the procedures more fully stated in Section 3.3(c) of the IGA.

(5) Subject to the terms and conditions stated therein, all Excess Funds shall be used to prepay principal on TAD financing, with the intent of dissolving the TAD as soon as possible. Any funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Financing have been paid or otherwise satisfied, which funds were derived from the CCSD Tax Allocation Increment, a pro rata portion of such remaining funds shall be paid to the CCSD within 60 days after the end of the calendar year, in the same manner and the same proportion as the most recent distribution by the applicable tax collecting authority in accordance with the Redevelopment Powers Law.

(6) Commencing at the end of calendar year 2023 and each calendar year thereafter, the City will provide to the CCSD an annual report regarding the status of redevelopment occurring within the TAD and in addition, after issuance of the City's Annual Comprehensive Financial Report, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City. The required contents of and submission deadlines for of these reports are more fully described in Section 3.4(d) of the IGA.

(7) No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement will be deemed to be a stipulation, obligation or agreement of any officer, director, agent, or employee of the CCSD in his or her individual capacity and no officer, director, agent, or employee of the County in his or her individual capacity shall be held liable in connection therewith.

(8) This Resolution shall be effective immediately upon adoption. All resolutions and parts of resolutions in conflict with this Resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Cherokee County Board of Education, Georgia, this _____ day of _____, 2022.

BY: _____
_____, Chair
Board of Education

ATTEST: _____
Secretary
Cherokee County Board of Education



MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT (MSA)** is between _____ (Client) including its subsidiaries and affiliates and Oasis Consulting Services (Consultant) for services to be provided on the project(s) referenced immediately below and/or described in the individual proposals or task orders whose sections are incorporated into this MSA.

Project: Holly Springs Parkway Widening – Phase II

Proposal Number: P22080

Dated: May 23, 2022

1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual proposal or task order. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.
2. **Acceptance/Termination.** Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this MSA) or per the Fee Schedule attached to this MSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL**

GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION.

- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this MSA. Causes of action arising out of Consultant's services or this MSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ/\$1,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim/\$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** This MSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

By: _____ Date: _____

Name/Title: Benjamin D. Thomason, Engineering Director

Address: 45 Woodstock Street

City: Roswell State and Zip: GA 30075

Office Phone: 678-739-2400 Cell: 404-597-4844

Email: bthomason@oasis-cs.com

Client: _____

By: _____ Date: _____

Name/Title: _____

Address: _____

City: _____ State and Zip: _____

Office Phone: _____ Cell: _____

Email: _____

Invoice Contact: _____



CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

Unit Rate Schedule

PROJECT NAME: Holly Springs Parkway Widening – Phase II

DATE: May 23, 2022

PROPOSAL NUMBER: P22080

I. ENGINEERING AND TECHNICIAN SERVICES

A. Geotechnical Director	\$180.00
B. Principal Engineer P.E., per hour	\$170.00
C. Senior Registered Engineer/Geologist, per hour	\$155.00
D. Senior Project Manager, per hour	\$130.00
E. Project Manager, per hour	\$120.00
F. Project Engineer, per hour	\$100.00
G. Senior Staff Engineer, per hour	\$95.00
H. Staff Engineer II, per hour	\$85.00
I. Staff Engineer I, per hour	\$80.00
J. CAD Manager, per hour	\$90.00
K. CAD Drafter, per hour	\$75.00
L. Structural Steel Inspector –CWI/ICC per hour*	\$90.00
M. Structural Steel Inspector – NDT, per hour*	\$105.00
N. Senior Engineering Aide, per hour	\$90.00
O. Engineering Aide, per hour*	\$80.00
P. Engineering Technician II, per hour*	\$65.00
Q. Engineering Technician I, per hour*	\$60.00
R. Project Assistant, per hour*	\$55.00
S. Admin Assistant, per hour*	\$50.00
T. Mileage, per mile	\$0.00**

* Overtime rate is 1.5 times standard rate, includes Holiday, Weekend, outside the hours of 7:00 am to 5:00 pm, and over 8 hours/day.

** Mileage waived due to proximity of Project Location and Oasis' lab



II. LABORATORY TESTING SERVICES

SOIL

A.	Standard Proctor Compaction Test (ASTM D 698)	
	Method A & B, each	\$125.00
	Method C, each	\$145.00
B.	Modified Proctor Compaction Test (ASTM D 1557)	
	Method A & B, each	\$145.00
	Method C, each	\$165.00
C.	Proctor Check Point, each	\$ 75.00
D.	Atterberg Limits (ASTM D 4318), each	\$ 95.00
E.	Shrinkage Limits (ASTM D 427), each	\$ 75.00
F.	Specific Gravity (ASTM D 854), each	\$ 105.00
G.	Sieve Analysis (ASTM D 422), each	\$ 95.00
H.	Hydrometer with Sieve Analysis (ASTM D 422), each	\$ 130.00
I.	Moisture Content (ASTM D 2216), each	\$ 14.00
J.	Soil Cement Compressive Strength (includes molding), each	\$ 55.00

AGGREGATES

A.	Aggregate Gradation (ASTM C 136), coarse aggregate, each	\$ 95.00
B.	Aggregate Gradation (ASTM C 136), fine aggregate, each	\$ 75.00
C.	Gradation of Graded Aggregate Base, each	\$135.00
D.	Absorption, (ASTM C 127, 128), each	\$ 55.00
E.	Organic Impurities (ASTM C 40), each	\$ 65.00
F.	Specific Gravity (ASTM C 127 & 128), each	\$ 75.00
G.	Abrasion "Los Angeles" (ASTM C 131), each	\$180.00
H.	Sulfate Soundness, Magnesium or Sodium (ASTM C 88), each	\$180.00

CONCRETE AND MASONRY

A.	Compressive Strength Test, 4x8, cylinders (ASTM C 39), each	\$ 13.00
B.	Compressive Strength Test, 6x12, cylinders (ASTM C 39), each	\$ 16.00
C.	Saw Cut Contractor Made Cylinders, each	\$ 13.00
D.	Compressive Strength Test, cubes (ASTM C 109), each	\$ 14.00
E.	Compressive Strength Test, prisms (ASTM C 1019), each	\$ 22.00
F.	Compressive Strength Test, cores (ASTM C 42), each	\$ 27.00
G.	Splitting Tensile Test (ASTM C 496), each	\$ 38.00
H.	Compressive Strength Test, masonry prism (grouted), each	\$270.00
I.	Compressive Strength Test, masonry prism (ungrouted), each	\$220.00
J.	Beams, Flexural Strength (ASTM D 78), each	\$ 55.00
K.	Modulus of Elasticity, per cylinder, each	\$ 80.00
L.	Compressive Strength Mix Design Verification, normal weight (ASTM C 192), each	\$400.00
M.	Compressive Strength Mix Design Verification, lightweight (ASTM C 192), each	\$500.00
N.	Floor Flatness and Levelness Testing, Dipstick Profiler with report, per SF	\$ 0.06



ASPHALTIC CONCRETE

A.	Extraction and Gradation (ASTM D 2172 and C 136), each	\$155.00
B.	Marshall Stability and Density, 3 pills per test, (ASTM D 1559), each	\$155.00
C.	Reheat and Compact Sample, each	\$ 75.00
D.	Core Density, each (ASTM D 2726), each	\$ 30.00



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936

PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 3

This ADDENDUM to the AGREEMENT made and entered into 12/10/2021 by and between Southeastern Engineering, Inc., and the client identified herein, provides for the Additional Services described under the Scope of Services section of this agreement

CLIENT: City of Holly Springs
C/O Stonecrest Homes GA., LLC
623 West Crossville Road, Suite 204
Roswell, GA 30075
VIA EMAIL: dme.odyssey@gmail.com
Ph#: 404-518-2750

PROJECT NUMBER: 1076-21-274

PROJECT NAME: Holly Springs Town Center Post Award

SCOPE OF SERVICES:

Task 7 – Construction Document Revisions

This task is additional funds for the on-going revisions to the Town Center construction documents. Revised construction plans and hydrology study are the deliverables within this task. This task will continue to be billed hourly, up to the allowance amount.

COMPENSATION:

Please initial all authorized tasks below:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
Task 7 –Construction Document Revisions	\$50,000	<i>Monthly, % complete of Allowance</i>	Client Initial / Date

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and the aforementioned Agreement.

CLIENT CITY OF HOLLY SPRINGS

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

DocuSigned by:

Chad Eppe

21D3AB68A03F424...

Name (Typed) _____

Name (Typed) _____

Chad Eppe

TITLE _____

TITLE _____

Vice President

DATE _____

DATE _____

04/22/2022

Initials

Client / SEI

DS
CE



SOUTHERN ENVIRONMENTAL SERVICES, INC.

ASBESTOS ABATEMENT, DEMOLITION & CONSTRUCTION SERVICES

Celebrating 28 Years • 1994 - 2022

TELEPHONE: 770-933-0005

May 19, 2022

Mr. David Edwards
Downtown Development Authority of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

RE: Proposal for Disposal Services
Mixed Debris, Town Center, 411 Hickory Rd, Holly Springs

Dear Mr. Edwards,

Southern Environmental Services, Inc., ("SESI") is pleased to present you with this proposal for disposal services in reference to the Town Center project located at 411 Hickory Rd in Holly Springs, GA.

Scope of Services: Disposal

- Remove & dispose of mixed debris

Hazardous Materials:

1. Except as described, we exclude the testing, handling, and disposal of Hazardous materials from the project. The following materials may be considered hazardous; UST Tanks, PCB transformers, batteries and mercury filled lighting. We will need an asbestos survey for the building for permitting

Cost of Services:

Cost of services includes all labor, materials, insurance, taxes, disposal, and fees necessary to complete the above referenced scope of services.

1. Mobilization:	\$ 2,500.00
2. Equipment [6 Days @ \$2,200/Day]	\$ 13,200.00
3. Disposal [\$53.50/Ton]:	\$ 25,000.00 [Budget/Estimate]
4. Transportation [\$450.00/Load]:	\$ 450.00/Load

General Notes:

1. All payments shall be net 30 days, past due payments subject to 1.8%/month finance fees.
2. We make no representations as to the presence of hazardous materials except as noted

Thank you in advance for allowing SESI the opportunity to be of service to you. Should you have any questions or comments, please do not hesitate to call me at (770) 933-0005.

Sincerely,

Thomas F. Wasson,
President
tom.wasson@sesi.net

Accepted By:

5/19/2022

Date:

From: FlagsourceSoutheast <flagsourcese@bellsouth.net>
Sent: Tuesday, April 12, 2022 3:14 PM
To: Matt Cato <mattc@outdoorexpressions.net>
Subject: Re: Holly Springs Town Center - Holly Springs, GA

EXTERNAL EMAIL - Use caution before opening attachments or clicking links.

Matt,

Here's the pricing and a few pictures for reference regarding the poles specified the Holly Springs Town Center. I just checked at the factory and currently the poles are in stock, but that may change in the near future. If you decide to move forward with the project, it would be a good idea to get them ordered ASAP as everything in the supply chain has slowed to a crawl. The flagpole price includes all the hardware necessary for set up and installation, as well as delivery to the jobsite. We can provide material samples and additional information per your request. Our office is located in Woodstock, you would be welcome to stop by at anytime. We can also send over our Insurance COI for review. Please feel free to call or e-mail me with any questions.

Thank You,
Mark

EC40IH Satin Finish Aluminum Flagpole	5600.00 each (6)	\$33,600.00
EC45IH " " " "	5900.00 (1)	\$5,900.00
Installation (Estimate)	7500.00	\$7,500.00
6'x 10' Military Flags (If Required)	220.00 each	\$1,320.00
8'x 12' US Flag	190.00	\$190.00
		\$48,510.00
Sales Tax: 6%		\$2,910.60
Terms: Net 30		
	Total:	<u>\$51,420.60</u>

Mark Eggleston

Flagsource Southeast Inc.
201 Creekstone Ridge Woodstock, Georgia 30188
Phone: 770-977-3331
Fax: 770-971-0622
Email: Flagsourcese@bellsouth.net
www.flagsourcesoutheast.com

Tru Masonry LLC

8014 Cumming Highway, Suite 403-162
Canton, GA 30115

Proposal

Proposal date	4/14/2022
---------------	-----------

Proposal submitted to: Attention: David Edwards City of Holly Springs Downtown Development Authority of Holly Springs
--

Job description: Holly Springs Town Center Granite wall & curbing

Cost

We propose hereby to furnish material & labor necessary for the completion of:

Granite Wall (132' circumference). Filled cell 12" cmu, granite veneer ashlar pattern, 4" x 22" granite cap.	\$28,029.30
Concrete footer for granite wall. (3'x1'x132')	\$12,150.00
Granite Curbing (195' circumference). 4"x5"x9" Elberton Granite Cobblestones, appx 6"x12" concrete setting bed.	\$16,357.25
Total	\$56,536.55

All material & labor in order to complete the work as described is included in the proposed costs.

Any deviation or change from the specified work and/or bid based off plans involving extra costs will be executed only after written approval of change orders.

This proposal may be withdrawn if not accepted within 60 days

Thank you for your consideration. We look forward to serving you soon.

Bobby Hornsby
770-548-1764
bobby@trumasonryllc.com

Approval signature: _____



April 18, 2022

Landscape & Irrigation Proposal for:
**Downtown Development Authority of
Holly Springs**
Attn: Mr. David Edwards

We propose to furnish all labor, materials, equipment, and supervision necessary to construct, as an independent contractor, landscape and irrigation installation for **Holly Springs Town Center**, as per plan by Foresite Group, last revised 03/17/2022, and as detailed on the attached Summary Sheet.

All of the described work will be completed for the sum of:

Seventy-eight thousand one hundred ten and 00/xx Dollars (\$78,110.00)

Payments to be made as follows:

Payment due within 30 days of invoice date

If not paid when due, the balance shall bear interest at a 1-1/2% per month from due date until paid in full. In the event any or the entire amount due under this Agreement is collected by or through an attorney, the Purchaser agrees to pay all reasonable attorney's fees.

This Contract is subject to the terms and conditions set forth herein.

Accepted:

Client/Purchaser

Date



Outdoor Expressions, LLC
Matt Cato

4/18/2022

Date

NOTE: If this Contract is not accepted within 30 days of the Contract date, it is subject to change due to plant material prices and availability.

Holly Springs Town Center
Summary Sheet – Page One
April 18, 2022

Landscape Installation

This work includes fine grading of the landscape area, trench edging of bed lines, pine straw mulch, hardwood mulch, Bermuda sod, seasonal color bed prep, and the installation of the following material shown on page L-1.0.

Plant List:

<u>Qty.</u>	<u>Size</u>	<u>Plant Name</u>
22	2" cal.	Nellie R Stevens
19	3" cal.	Shumard Red Oak
92	3 gal.	Korean Boxwood
273	3 gal.	Crimson Fire Loropetalum
116	3 gal.	Heavy Metal Switch Grass
164	3 gal.	Magic Carpet Japanese Spirea
1992	4" pot	Creeping Lilyturf
342	4" pot	Seasonal Color

Material List:

<u>Qty.</u>	<u>Unit</u>	<u>Item</u>
220	bale	Pine Straw Mulch
12	cy	Brown Hardwood Mulch
20	cy	Plant Mix
Approximately 9,900 square feet of Bermuda sod		
Tree stakes, fertilizer, pre-emergent herbicide		

Landscape Amount: \$67,095.00

Design Build Irrigation Option

This work includes the installation of a new design build irrigation system to provide coverage to all new plantings and sod in the round-about and the area at the southwest quadrant only. Components consist of a controller, backflow preventer, zone valves, main lines, lateral lines, as well as associated piping and wire. Any necessary sleeving, water source, and power source by others.

Design Build Irrigation Amount: \$11,015.00

Total Proposed Amount: \$78,110.00

Plant Warranty – Outdoor Expressions warrants the following plant material:

- 1) New trees and plant material in 1 gallon or larger containers for a period of one (1) year from completion with a one-time replacement policy.
- 2) Plants stolen from site which have not been planted.

Plant Warranty is void if payment schedule is not strictly adhered to.

Exceptions to Plant Warranty – Outdoor Expressions does **NOT** warranty the following:

- 1) Negligence or Acts of God; (i.e. improper watering practices, cold damage, high winds, fire, dogs, vandalism, etc.);
- 2) Transplanted and Client/Purchaser provided plant material.

Irrigation Installation Notes:

- Water and power source to be provided by Owner
- System includes one (1) Year Operational Warranty, parts and labor inclusive.
- Warranty does not cover damages caused by vandalism or acts of God.
- All sleeves under hard surfaces by others.

TERMS AND CONDITIONS

1. This Agreement shall be construed according to the laws of the State of Georgia.
2. Outdoor Expressions reserves the right to assign or subcontract any part or all of this Work.
3. Water and power will be made available by Client to complete the Work.
4. Newly planted material will be watered thoroughly when installed. Upon completion of work, it will be the owner's responsibility to water and maintain this project.
5. This Agreement is based on the job site being free of debris prior to Outdoor Expressions commencing work, unless otherwise noted in the Summary Sheet outlining the work to be performed. Outdoor Expressions shall be responsible for leaving the site clean and free of debris created by this project.
6. Outdoor Expressions shall provide required fine grading necessary to complete the project, unless otherwise specified in the Summary Sheet. Fine grading is defined as the site being plus or minus 1" from finished grade. This includes any excess soil being removed from site and no areas deficient in soil.
7. Any plant material stolen from site after planting is the sole responsibility of the Client/Purchaser.
8. Unless otherwise specified, erosion control silt fence is not a part of the Agreement.
9. Unless otherwise specified, this proposal does not include any provision for correcting drainage problems.
10. Reasonable caution shall be taken to prevent damage to existing pavement/concrete, septic tanks and underground utility lines. Outdoor Expressions shall not be responsible for damage to same resulting from the exercise of ordinary care in the execution of the Work.
11. All materials shall remain the property of Outdoor Expressions until paid for in full by Client/Purchaser. In the event of non-payment by Client/Purchaser, Outdoor Expressions shall have the right to enter upon the site to retrieve said materials.



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

PCO #6

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 6/1/2022

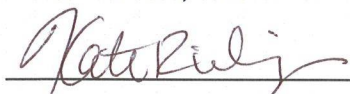
SCOPE OF WORK: Demolition of concrete slabs, sidewalks and asphalt driveway on City of Holly Springs property where previous Public Works and other tenants had metal buildings. Pricing includes demo of slabs, sidewalks and asphalt, hammering into haulable pieces and hauling offsite to landfill. 5,000 sf hammered per day, load out 20 tandem loads per day

Description	Quantity	Unit Rate	Total
Demo Slabs & Aprons with Hammer	13 Days	\$ 3,000.00	\$ 39,000.00
Demo Asphalt Driveway	2 Days	\$ 2,850.00	\$ 5,700.00
Load Out with Excavator	9 Days	\$ 3,250.00	\$ 29,250.00
Tandem Dump Trucks 168 loads	9 Days	\$ 1,100.00	\$ 9,900.00
Landfill Dump Fees	168 Loads	\$ 85.00	\$ 14,280.00

Subtotal \$ 98,130.00
15% Markup \$ 14,719.50

Total Price \$ 112,849.50

Vertical Earth, Inc.



Date: 6/1/2022

City of Holly Springs

Date: _____



ASBESTOS ABATEMENT, DEMOLITION & CONSTRUCTION SERVICES

Celebrating 28 Years • 1994 - 2022

TELEPHONE: 770-933-0005

June 1, 2022

Mr. David Edwards
Downtown Development Authority of Holly Springs
PO Box 990
Holly Springs, GA 30142

RE: Proposal for Disposal Services
Town Center, 411 Hickory Rd, Holly Springs

Dear Mr. Edwards,

Southern Environmental Services, Inc., ("SESI") is pleased to present you with this proposal for disposal services in reference to the Town Center project located at 411 Hickory Rd in Holly Springs, GA.

Scope of Services: Disposal

- | | |
|--|-----------|
| ▪ Demolish & remove all concrete foundations | 46,000 SF |
| ▪ Demolish & remove all sidewalks/misc. | 16,500 SF |
| ▪ Demolish & haul asphalt | 11,000 SF |
| ▪ Demolish & dispose of misc. trash | |
| ▪ Demolish & haul all concrete | |
| ▪ Alternate: Crush & leave concrete on site | |
| ▪ Alternate: Demolish & haul all asphalt | |

Hazardous Materials:

1. Except as described, we exclude the testing, handling, and disposal of Hazardous materials from the project. The following materials may be considered hazardous; UST Tanks, PCB transformers, batteries and mercury filled lighting. We will need an asbestos survey for the building for permitting

Cost of Services:

Cost of services includes all labor, materials, insurance, taxes, disposal, and fees necessary to complete the above referenced scope of services.

- | | |
|----------------------------|-----------------------|
| 1. Concrete Demo & Haul: | \$ 88,500.00 or; |
| 2. Concrete Crush & Leave: | \$ 73,000.00 X |
| 3. Asphalt Demo & Haul: | \$ 16,500.00 X |
| 4. Dispose of Misc. Trash: | \$ 1,000.00 X |

Total \$ 90,500.00

General Notes:

1. All payments shall be net 30 days, past due payments subject to 1.8%/month finance fees.
2. We make no representations as to the presence of hazardous materials except as noted

Thank you in advance for allowing SESI the opportunity to be of service to you. Should you have any questions or comments, please do not hesitate to call me at (770) 933-0005.

Sincerely,



Thomas F. Wasson,
President
tom.wasson@sesi.net

Accepted By:

Date:

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- 1. Job Title: Stormwater Inspector/Equipment Operator**
- 2. Department: Community Development** **Division: Stormwater**
- 3. FLSA Classification: Non-exempt** **Pay Grade: 14**

B. INTRODUCTORY STATEMENT

This position is responsible for the inspection of the city's stormwater system to ensure compliance with state and federal regulations. This position is responsible for conducting weekly and post rainfall erosion control inspections to ensure construction site compliance with state and federal regulations. This position operates vehicles and equipment in the maintenance of city streets and rights-of-way.

C. ESSENTIAL JOB FUNCTIONS

1. Inspects stormwater system structural components.
2. Inspects all new and post-construction infrastructure in the city; tests water quality and records results.
3. Inspects all construction sites weekly and post rainfall to ensure compliance with Georgia Soil and Water Conservation Commission (GSWCC) regulations.
4. Performs Global Positioning System (GPS) data collection and field mapping.
5. Maintains stormwater structure and components.
6. Researches and investigates citizen complaints and inquiries.
7. Operates a variety of vehicles and equipment including a street sweeper, tractor with attachments such as a long-arm mower, etc.
8. Maintains assigned vehicles and equipment; performs pre- and post-trip vehicle inspections.
9. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

Stormwater Inspector/Equipment Operator, Community Development

CD/07
Page 1 of 4

a. Knowledge, Skill, and Ability

1. Knowledge of stormwater maintenance principles and practices.
2. Knowledge of state and federal environmental regulations related to stormwater management.
3. Knowledge of the techniques, equipment, and supplies used in street and right-of-way maintenance.
4. Knowledge of city safety policies and procedures.
5. Knowledge of the geography of the city, including street names and locations.
6. Skill in operation of assigned vehicles and equipment.
7. Skill in prioritizing and planning.
8. Skill in interpersonal relations.
9. Skill in oral and written communication.

2. Responsibility

- a. This position has no supervision over any other personnel.

3. Personal Work Relationships

- a. Contacts are typically with coworkers, engineers, land developers, erosion control professionals, vendors, business owners, and the general public.
- b. Contacts are typically to exchange information, motivate persons, resolve problems, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed while intermittently sitting, standing, stooping, walking, bending or crouching. The employee occasionally lifts light and heavy objects, distinguishes between shades of color, and utilizes the sense of smell.
- b. The work is typically performed outdoors, occasionally in cold or inclement weather. The employee is exposed to noise, dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

5. Guidelines

- a. Guidelines include the City of Holly Springs Development Regulations, the Georgia Stormwater Manual, the Manual of Erosion and Sediment Control, and the Manual for Illicit Discharge Detection and Elimination. These guidelines are generally clear and specific, but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related technical duties. Strict regulations contribute to the complexity of the position.
- b. The purpose of this position is to ensure compliance with the city's stormwater permit. Successful performance contributes to the provision of an efficient, effective, and regulatory compliant stormwater system.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- b. Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for two to three years.
- c. Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated (CDL).
- d. Possession of or ability to readily obtain the appropriate state certification for the type of inspection(s) conducted.

8. Supervisory Controls

- a. The Chief Building Official assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

Deleted: Land Development Manager/GIS Technician

Formatted: Left, Tab stops: 0.49", Left

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Stormwater Inspector/Equipment Operator with the City of Holly Springs.

Employee (print)

Stormwater Inspector/Equipment Operator, Community Development
CD/07

Employee (signature) Date

Department Head (print)

Department Head (signature) Date

City Manager (print)

City Manager (signature) Date

DRAFT

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- 1. Job Title: Chief Building Official**
- 2. Department: Community Development** **Division: N/A**
- 3. FLSA Classification: Exempt** **Pay Grade: 19**

B. INTRODUCTORY STATEMENT

This position is responsible for overseeing the administration and enforcement of building codes.

C. ESSENTIAL JOB FUNCTIONS

1. Interprets, administers and enforces the provisions of applicable federal, state and local building and development codes; researches code related issues; initiates actions to correct deviations or violations; develops and implements new programs; researches and composes new ordinances; recommends fees and penalties to be adopted by the City Council.
2. Provides information and expert technical assistance to city staff, builders, or the general public concerning codes and ordinances, code interpretation, code requirements, construction plan reviews, building permits, building inspections related issues.
3. Trains, assigns, directs, supervises, evaluates and disciplines personnel.
4. Conducts reviews of construction plans to ensure compliance with applicable codes; reviews and interprets blueprints, drawings, construction plans and specifications; perform site inspections to ensure compliance with approved plans and codes; inspects electrical systems, HVAC systems, plumbing systems, foundations, framing, etc.
5. Receives and responds to complaints; investigates complaints for potential code violations, defective construction, unsafe buildings, hazardous conditions or other issues; discuss problems with property owners and contractors; recommends solutions; assists with mediations and resolving conflicts; maintains detailed records.
6. Follows up to ensure that violations are corrected in accordance with codes and regulations.
7. Works with the Fire Marshal, or his designated representative, on project review and building compliance issues related to fire codes.
8. Assists other departments and in-house project managers with the construction,

|

maintenance, rehabilitation or alteration of city facilities.

9. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skills, and Ability

1. Knowledge of building codes and ordinances.
2. Knowledge of building processes and terminology.
3. Knowledge of building inspection processes and procedures.
4. Knowledge of local and state appeals processes.
5. Knowledge of land use laws, rules and ordinances.
6. Knowledge of city and department policies and procedures.
7. Knowledge of computers and job-related software programs.
8. Skill in reading blueprints and construction documents.
9. Skill in conducting and documenting site, structural, energy, electrical, plumbing and mechanical inspections
10. Skill in management and supervision.
11. Skill in public relations.
12. Skill in oral and written communication.

2. Responsibility

- a. This position has functional supervision over the Senior Building Inspector, Building Inspector(s), and Stormwater Inspector.

3. Personal Work Relationships

- a. Contacts are typically with co-workers, other city employees, general and subcontractors, real estate personnel, business leaders, property owners, developers, surveyors, local and state elected officials, architects, engineers, and the general public.

- b. Contacts are typically to give or exchange information, resolve problems, motivate personnel, and negotiate, defend, or settle matters.

4. Physical Effort and Work Environment

- a. The work is typically performed while intermittently sitting, standing, walking, bending, crouching or stooping. The employee occasionally lifts light objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- b. The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise, dust, dirt and grease. Work requires the use of protective devices such as masks, goggles, gloves, etc.

5. Guidelines

- a. Guidelines include relevant building, mechanical, plumbing, electrical and energy codes; state and local construction laws; local land use ordinances; and city and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of varied supervisory, management, and technical construction inspection and code enforcement duties. Strict regulations, combined with the unique nature of each case in question, contribute to the complexity of the work.
- b. The purpose of this position is to coordinate the enforcement of buildings codes. Successful performance ensures compliance with all relevant building codes and ordinances.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- b. Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with five to seven years progressively responsible experience including supervisory roles.
- c. Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- d. Certification in two or more areas at the time of hire, i.e. ICC Combination Inspector, ICC Building Inspector, ICC Residential Combination Inspections, ICC Property Maintenance, ICC Residential Plan Review, International Plumbing Inspector,

International Electrical Inspector, ICC Building Plans Examiner, and/or equivalent with ICC is preferred, as well as, the ability to obtain the Chief Building Official Certification within one year of hire date.

8. Supervisory Controls

- a. The Community Development Director assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

E. APPROVAL SIGNATURES

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

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- 1. Job Title: Community Development Director**
- 2. Department: Community Development** **Division: NA**
- 3. FLSA Classification: Exempt** **Pay Grade: 23**

B. INTRODUCTORY STATEMENT

This position is responsible for directing the city's community development operations.

C. ESSENTIAL JOB FUNCTIONS

1. Supervises the department's permitting, inspections, business registrations, planning and zoning and stormwater functions.
2. Researches and provides information to elected and appointed officials, city staff and the general public on matters related to open records requests, development regulations, zoning codes, general city codes, etc.
3. Meets with the general public regarding complaints, zoning requests, and other city matters.
4. Meets with developers to discuss potential and proposed developments; reviews plans for compliance; attends pre-construction meetings.
5. Processes and prepares staff reports related to rezonings, conditional use permits, annexations, variances, special exceptions, and appeals.
6. Prepares amendments and ordinances for consideration by the City Council.
7. Prepares and presents staff reports to the Planning Commission and the City Council.
8. Reviews and approves construction plans and final plats.
9. Reviews and approves sign permits and business registration applications.
10. Conducts preconstruction meetings with developers and contractors.
11. Sets up equipment for traffic studies; processes traffic calming request applications.
12. Performs related duties.

Deleted: , the Board of Appeals

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of community development and planning principles and practices.
2. Knowledge of budget development and management principles and practices.
3. Knowledge of development regulations concerning land use and environmental matters.
4. Knowledge of stormwater management principles.
5. Knowledge of research, statistical analysis, and report preparation principles.
6. Knowledge of relevant federal, state and county laws, city ordinances, and department policies and procedures.
7. Skill in management and supervision.
8. Skill in problem solving.
9. Skill in prioritizing and planning.
10. Skill in interpersonal relations.
11. Skill in oral and written communication.

2. Responsibility

- a. This position has direct supervision over the Chief Building Official, Land Development Manager, Administrative Assistant, and Community Development Technician.

Deleted: Stormwater Inspector,

3. Personal Work Relationships

- a. Contacts are typically with coworkers, elected and appointed officials, business owners, property owners, representatives of other governmental agencies, vendors, contractors, architects, engineers, builders, and the general public.
- b. Contacts are typically to exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed while sitting at a desk or table or while intermittently sitting, standing or stooping and outdoors, occasionally in cold or inclement weather. The employee occasionally lifts light objects and distinguishes between shades of color.

5. Guidelines

- a. Guidelines include federal general codes and ordinances, land development regulations, state laws, Atlanta Regional Commission guidelines, Metro North Water Planning District guidelines, and Georgia Department of Transportation regulations. These guidelines require judgment, selection, and interpretation in application. This position develops department guidelines.

6. Complexity and Scope of Work

- a. The work consists of varied administrative, supervisory, and management duties. The wide-range of programs and services provided contributes to the complexity of the position.
- b. The purpose of this position is to manage the city's community development operations. Successful performance helps ensure the efficiency and effectiveness of those operations.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- b. Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- c. Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.

8. Supervisory Controls

- a. The City Manager assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

E. APPROVAL SIGNATURES

Community Development Director, Community Development

CD/01
Page 3 of 4

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

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date



RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

May 23, 2022

Chair
Rebecca L. Tydings
City Attorney, Centerville

Vice Chair
Marcia Hampton
City Manager, Douglasville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive

Trustees:

Shelly Berryhill
Commissioner, Hawkinsville

Linda Blechinger
Mayor, Auburn

Meg Kelsey
City Manager, LaGrange

David Nunn
City Manager, Madison

Jessica O'Connor
City Manager, Griffin

W. D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

JoAnne Taylor
Mayor, Dahlonega

Albert Thurman
Mayor, Powder Springs

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

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

Ms. Karen Norred
City Clerk
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

City of Holly Springs; Georgia Municipal Association 457(b) Deferred Compensation Plan; Amendment to Establish Automatic Enrollment

Dear Ms. Norred:

Enclosed please find a draft Adoption Agreement, Roth Addendum and Automatic Enrollment Addendum for the city's GMA 457(b) Deferred Compensation Plan ("Plan"). By adopting the amendment, the city will add automatic enrollment as a feature of its Plan. This will require employees who are initially employed or reemployed on or after June 23, 2022, to contribute a minimum of 3 percent of compensation, per payroll period, to the Plan (see Automatic Enrollment Addendum). The amendment also recognizes that the city does not currently have a 457(b) plan other than the GMA Plan (see p. AA-2).

The amended Plan documents will take effect on June 23, 2022, and will supersede the current Adoption Agreement and Roth Addendum.

If any provisions in the draft documents do not accurately reflect the city's intent, please let us know before the documents are adopted so that we can revise them. Otherwise, if the documents are acceptable as drafted, please have the designated representatives sign and date each document were indicated (457(b) Plan Adoption Agreement, p. 3 and p. AA-5, 457(b) Plan Roth Addendum, p. 1, and Automatic Enrollment Addendum, p. 3).

By establishing automatic enrollment under the Plan the city is required by federal law to provide certain notices to participants. We have included a draft notice for the city's review and use. **The city must provide this notice to all new hires.** The city will also need to provide an annual notice to Plan participants who are covered under the automatic enrollment feature.

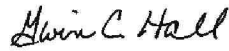
Ms. Karen Norred

May 23, 2022

Page 2

Following execution of the documents please scan a copy of both documents and email them to Gina Gresham at rgresham@gacities.com. We will then countersign the documents and return them to you electronically. Please contact Michelle Warner or Randy Briskin if you have any questions or comments regarding the DC Plan.

Sincerely,



Gwin Hall

Senior Associate General Counsel

C: Robert Dyer, City Attorney, City of Holly Springs (w/encl.)
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Randy Briskin, Retirement Field Services Representative (w/o encl.)
Caroline Dorsey, Associate General Counsel (w/o encl.)

**THE GEORGIA MUNICIPAL ASSOCIATION
457(b) DEFERRED COMPENSATION PLAN**

**RESOLUTION AND
ADOPTION AGREEMENT**

City of Holly Springs, Georgia

**Administered by:
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663**

RESOLUTION

WHEREAS, the City of Holly Springs, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Deferred Compensation Plan ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the Mayor and Council of the City of Holly Springs, Georgia ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

Section 4.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.

Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
 - (i) A resolution must be adopted terminating its participation in the Plan.
 - (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

- (b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This resolution and the Adoption Agreement shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

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

PARTICIPATING EMPLOYER

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

GOVERNING AUTHORITY

Name: **Mayor and Council of the City of Holly Springs, Georgia**

Address: **P.O. Box 990, Holly Springs, Georgia 30142**

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

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

E-mail:

Person Authorized to receive Official Notices from the Plan or GMA: **City Clerk**

TYPE OF ADOPTION

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

- ☐ This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.
- ☐ This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.
- ☒ This is an amendment of the GMA 457(b) Adoption Agreement previously adopted by the Participating Employer (**please specify type below**):

- ☐ This is an amendment to change one or more of the Adopting Employer's contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new Department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- ☒ Other (please specify): This is an amendment to implement an Automatic Enrollment Addendum effective June 23, 2022. It is also an amendment to recognize that the Employer no longer has another deferred compensation plan.

DISCLOSURE OF OTHER 457(b) PLAN(S)

The Participating Employer ☐ does or ☒ does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans, the Governing Authority must provide the plan name and the name of the provider below, and such other relevant information requested by the Administrator.

Plan Name(s): _____

Plan Provider(s) _____

VERY IMPORTANT: All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Master Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 6.1), the age 50 catch-up (Section 6.2), and the special 457 catch-up limit (Section 6.3)) (carefully review Article VI of the Master Plan for these rules).
- Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 1.24 and 6.3 of the Master Plan for these rules). (In essence, this means that once a Participant has selected a

Normal Retirement Age under any eligible plan offered by an employer, he or she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).

- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 6.7 of the Master Plan for these rules). (This means that the Participating Employer will have to tell the ADMINISTRATOR if excess deferrals need to be distributed from this Plan.)
- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan transfer provisions (carefully review Article XVIII of the Master Plan for these rules).

PLAN YEAR

Plan Year means the Employer's fiscal year, which begins on the following date: January 1 (insert month and day, e.g., July 1).

ELIGIBLE EMPLOYEES

Only Employees (including independent contractors specifically designated by the Employer below) as defined in the Plan may be covered by the Adoption Agreement. Subject to other conditions in the Plan, this Adoption Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

- ☒ All Employees (includes elected or appointed members of the Governing Authority)
- ☐ All Employees with the exception of the following (**must specify**): _____

The following Independent Contractors may participate in the Plan (**must specify**): _____

Employers must assure that proper procedures are in place for independent contractors to participate in and make deferrals under the Plan.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|--------------|
| ☐ | Weekly | ☐ | Semi-Monthly |
| ☒ | Bi-Weekly | ☐ | Monthly |
| ☐ | Other (must specify):_____ | | |

Deferrals for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Participation Agreement before the beginning of such month.

COMPENSATION

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing deferrals under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- ☒ No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement " below).
- ☐ For purposes of calculating deferrals under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2 ½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
 - ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
 - ☐ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments

- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- ☐ Other: _____

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Authority by official action must adopt a new Adoption Agreement and forward it to the Trustees for approval. The new Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

EFFECTIVE DATE

The 457(b) Plan will be effective as follows (choose one):

- ☐ **Original Adoption.** The 457(b) Plan will be effective _____, 20__, with respect to contributions as approved by the Board of Trustees, below.
- ☒ **Amendment and Restatement.** The amended and restated 457(b) Plan will be effective **June 23, 2022**, with respect to contributions as approved by the Board of Trustees, below. The 457(b) Plan was originally effective **December 1, 2021**.

EXECUTION BY EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _____, _____, by the Mayor and Council of the City of Holly Springs, Georgia.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES' APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan. Contributions shall first be remitted under this Adoption Agreement as follows:

- ☐ Within 15 business days after the Payroll Period ending _____, _____.
- ☐ Other (must specify) _____.
- ☐ In the case of an amendment, contributions continue on existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted _____.

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees

ATTACHMENT "B"

AUTOMATIC ENROLLMENT ADDENDUM TO THE GEORGIA MUNICIPAL ASSOCIATION 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Holly Springs, Georgia. It modifies the Adoption Agreement by providing for automatic enrollment to the Plan.

VERY IMPORTANT NOTICE REQUIREMENT: The Employer is responsible for distributing the "Notice of Automatic Enrollment in 457(b) Deferred Compensation Plan" to each Employee subject to automatic enrollment under the Employer's Plan and for withholding amounts required herein. In the event an Employee who is automatically enrolled in the Plan pursuant to this Addendum provides notice within 90 days after the date the Employee's first deferral is made that he or she desires to opt out of the Plan and withdraw his or her pre-tax Employee Contributions made to date, the Employer shall distribute the Employee's pre-tax Employee Contributions (adjusted for allocable gains and losses) to the Employee no later than the earlier of: (i) the pay date for the second payroll period that begins after the date the election is made and (ii) the first pay date that occurs at least thirty (30) days after the election is made. The amount of the withdrawal shall be includible in the Employee's gross income for the taxable year in which the distribution is made.

I. CLASSES OF ELIGIBLE EMPLOYEES TO WHOM AUTOMATIC ENROLLMENT APPLIES

The following Eligible Employees shall be automatically enrolled in the Plan and shall commence participation as indicated below **(select all that apply)**:

- ☒ Eligible Employees initially employed or reemployed with the Employer on or after **June 23, 2022**, commencing with the first pay period that ends after **June 23, 2022**.
- ☐ Eligible Employees employed with the Employer (including existing Employees) on or after _____, 20____ who do not participate in the Plan as of such date, commencing with the first pay period that ends after _____, 20____.
- ☐ Other (must specify): _____

If any Eligible Employee ceases to be an Eligible Employee under the Plan, his or her automatic Employee Contributions shall cease until he or she once again becomes an Eligible Employee. It is the Participating Employer's responsibility to monitor this requirement.

II. EMPLOYEE CONTRIBUTION AMOUNT

Eligible Employees identified above shall be required to make pre-tax Employee Contributions under the Plan, as follows:

- ☐ **3%** of Compensation per Payroll Period.
- ☐ ____% of Compensation per Payroll Period (must be at least 3%).

This requirement applies to:

- ☒ All Eligible Employees described in Section I above.
- ☐ Only the following Eligible Employees (**must specify**):

_____.

[Repeat above Section as necessary for each applicable Eligible Employee class covered under the Plan.]

Note: An Eligible Employee who is automatically enrolled in the Plan pursuant to this Addendum may elect in writing on a Participation Agreement within 90 days after the date the first deferral is made to opt out of the Plan and withdraw his or her pre-tax Employee Contributions made to date. At any time, an Eligible Employee may elect in writing on a Participation Agreement to discontinue his or her Employee Contributions under the Plan, to increase or decrease the amount of his or her Employee Contributions under the Plan, or to make after-tax Roth Contributions under the Plan in addition to or in lieu of pre-tax Employee Contributions.

III. IMPLEMENTATION

The Employer, and not GMA, is responsible for implementing and monitoring Auto Enrollment, including but not limited to withholding applicable pre-tax Employee Contributions, remitting said Employee Contributions to the Service Manager and providing the Service Manager with information necessary to establish accounts for Eligible Employees making Employee Contributions pursuant to this Addendum.

EXECUTION BY EMPLOYER

The foregoing Addendum is hereby adopted and approved on the _____ day of _____, _____, by the **Mayor and Council of the City of Holly Springs, Georgia.**

Signed:_____

Printed Name:_____

Title:_____

Date of Signature:_____

TRUSTEES' APPROVAL

The Addendum is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

Dated:_____

By:_____

Title:_____
on behalf of the Board of Trustees

**ROTH 457(b) ADDENDUM TO
THE GEORGIA MUNICIPAL ASSOCIATION
457(b) DEFERRED COMPENSATION PLAN ADOPTION
AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the Holly Springs, Georgia. It modifies the Adoption Agreement by providing for Roth Contributions to the Plan.

Effective **December 1, 2021**, Eligible Employees under the Employer's GMA 457(b) Deferred Compensation Plan shall be permitted to make Roth Contributions under the Plan and to receive Rollovers of Roth Contributions under the Plan, in accordance with the terms and conditions of the 457(b) Deferred Compensation Plan Master Plan Document.

To make Roth Contributions under the Plan, an Eligible Employee must designate on the Participation Agreement that his or her Annual Deferrals under the Plan are to be treated as after-tax Roth Contributions. If an Eligible Employee fails to designate whether Annual Deferrals are pre-tax Employee Contributions or after-tax Roth Contributions, the Eligible Employee will be deemed to have designated his or her Annual Deferrals as pre-tax Employee Contributions and not as Roth Contributions.

The Employer is responsible for distributing any and all applicable notices to employees regarding establishment of a Roth Contribution Account and an Eligible Employee's rights and responsibilities thereunder. The Employer is responsible for implementing Roth Contributions following an Eligible Employee's election to make Roth Contributions under the Plan, including but not limited to withholding applicable after-tax Roth Contributions, remitting said Roth Contributions to the Service Manager and providing the Service Manager with information necessary to establish accounts for Eligible Employees making Roth Contributions or receiving Rollovers of Roth Contributions pursuant to this Addendum.

EXECUTION BY EMPLOYER

The foregoing Addendum is hereby adopted and approved on the _____ day of _____, _____, by the Mayor and Council of the City of Holly Springs, Georgia.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES' APPROVAL

The Addendum is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees

Date: June 1, 2022
To: Cherokee Tribune
From: Karen Norred, City Clerk (770-721-7502) or knorred@hollyspringsga.us
RE: REQUEST FOR ADVERTISEMENT

Type of Ad – Block

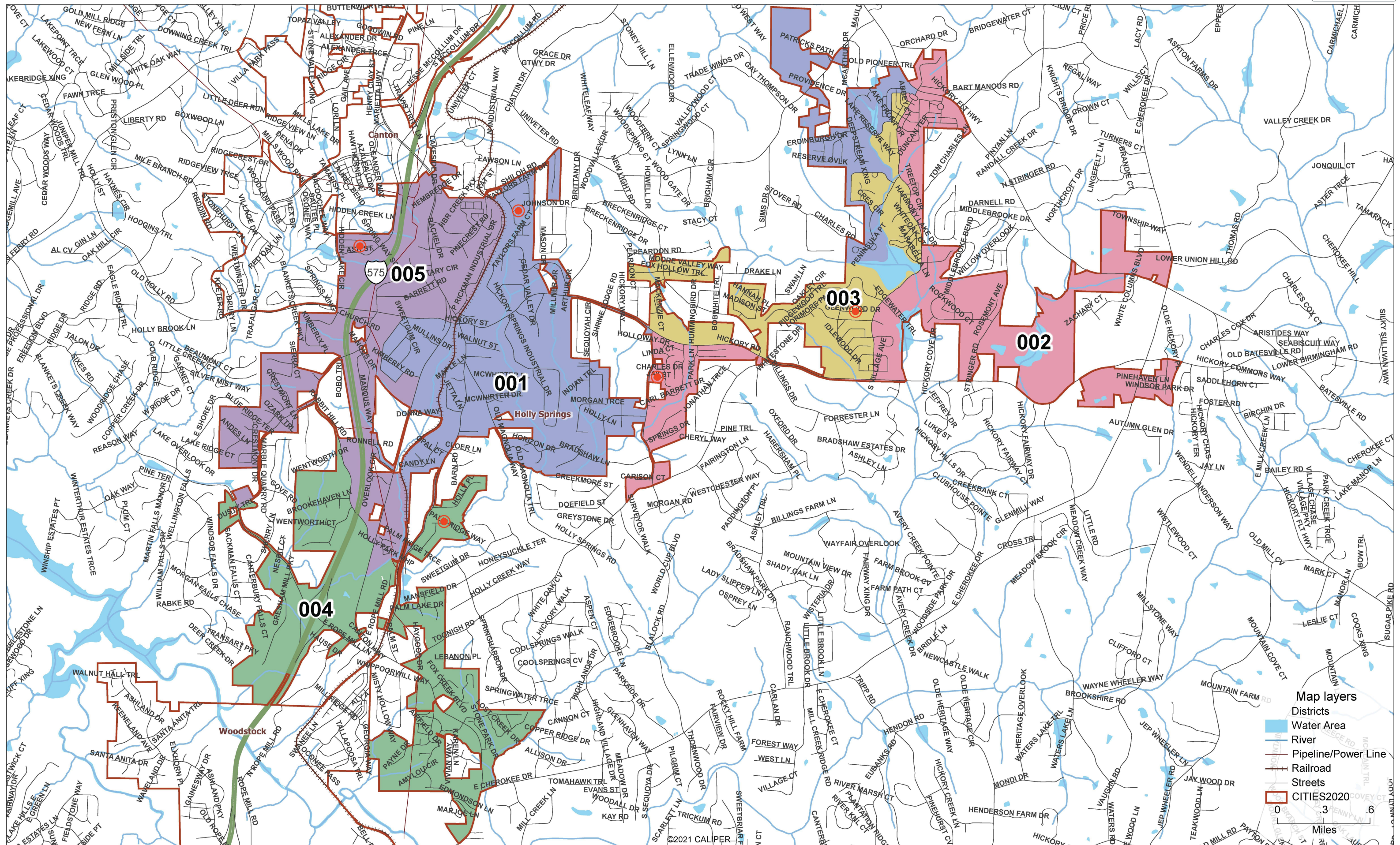
Run Dates: Thursday, June 30, Thursday, July 7 and Thursday, July 14, 2022

City of Holly Springs
Proposed Charter Amendments
Public Notice

Pursuant to O.C.G.A. § 36-35-3 below is a synopsis of the proposed Charter amendments. A complete copy of the proposed amendments is on file in the office of the city clerk and in the office of the clerk of the superior court of Cherokee County for the purpose of examination and inspection by the public.

An Ordinance to Amend the Charter of the City of Holly Springs, Georgia, to amend Section 5.02 – Regular Elections to reapportion the City Council Wards by establishing new ward boundaries; to Provide for Severability; to Provide an Effective Date; to Repeal all Ordinances and Parts of Ordinances in Conflict Herewith; and for Other Purposes.

Proposed City of Holly Springs Ward Map



A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA; CALLING FOR THE 2022 GENERAL MUNICIPAL ELECTION; SETTING FORTH THE MANNER OF QUALIFICATION; NAMING THE DATE OF SAID ELECTION; PROVIDING FOR CLOSURE OF VOTER REGISTRATION; PROVIDING FOR QUALIFICATION FEES, AND FOR OTHER PURPOSES

WHEREAS, the General Election for the City of Holly Springs, Georgia will be held on the 8th day of November 2022; and

WHEREAS, three (3) Council Members representing Wards 1, 2, and 4 shall be elected in such election; and

WHEREAS, all persons desiring to be a candidate for Council Members shall qualify in person at City Hall in the City Clerk's office between 8:30 a.m. and 4:30 p.m., Monday through Wednesday. Qualifying begins on the 15th day of August 2022 and ends on the 17th day of August 2022. The qualifying fee for Council is \$180, payable to the City of Holly Springs at the time of qualifying; and

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

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

WHEREAS, the deadline for Voter Registration for the General Election shall be at the close of business on Tuesday, October 11, 2022; and

BE IT SO RESOLVED, this 23rd day of June 2022.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

June 6, 2022

Meeting Date: _____

	Name	Address	City Resident Y/N	Topic of Comment
✓ 1.	DAVE KONWIG	108 CEDAR VALLEY	Y	MA-01-2022
✓ 2.	Ken Phillips	215 Cedar Valley Ct	Yes	MA-01-2022
✓ 3.	Josh Brummeler	4215 Sherry Ln	N	Pave Terrace
✓ 4.	Rick Waddell	110 Cedar Valley Dr	Y	MA-01-2022
✓ 5.	Chris Deluca	217 Cedar Valley Ct.	Y	MA-01-2022
✓ 6.	Michael Correll	4235 Sherry Ln	N	MA 02 2020
✓ 7.	Allison Correll	4235 Sherry Ln	N	
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

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

