



City of Holly Springs

Date: Monday, May 4, 2020

Location: Teleconferencing via Zoom

City Council Work Session Agenda 7:00 p.m.

Please note that due to ongoing efforts to encourage social distancing in response to the COVID-19 pandemic, this meeting will be conducted virtually using Zoom. This platform will allow for the public and media to attend the meeting from the safety of their homes.

At his discretion, Mayor Steven W. Miller may read comments regarding current agenda items from the public aloud during the meeting. If you would like to submit a comment to Mayor Miller, please do so no later than Monday, May 4, 2020 at 12:00 p.m. to admin@hollyspringsga.us. Please be sure to include your name and address along with your comment.

Ways to Attend

- **TO JOIN VIA COMPUTER, TABLET, OR SMARTPHONE:**

<https://us02web.zoom.us/j/89718040917>

- **TO JOIN VIA TELEPHONE**

+1 301 715 8592 OR +1 312 626 6799 OR +1 646 558 8656 OR +1 253 215 8782 OR
+1 346 248 7799 OR +1 669 900 9128

(For higher quality, dial a number based on your current location.)

WEBINAR ID: 897 1804 0917

**City Council Work Session
Agenda
7:00 p.m.**

I. CALL TO ORDER

II. ROLL CALL

III. 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.”

IV. INVOCATION

V. PUBLIC COMMENT

VI. NEW BUSINESS

- A. Discuss enrollment of the Holly Springs Police Department in the CARFAX for Police Program and to authorize the Chief of Police to execute the document

Presented By: Lt. Casey Barton

- B. Discuss a resolution to amend the Municipal Services Master Fee Schedule

Presented By: Nancy Moon, Community Development Director

- C. Discuss terminating a lease agreement between Cherokee FOCUS and the City of Holly Springs

Presented By: Robert H. Logan, City Manager

- D. Discuss the adoption of a resolution authorizing the execution of an intergovernmental contract and certain other documents related to the Urban Redevelopment Agency’s revenue bond

Presented By: Robert H. Logan, City Manager

- E. Discuss an ordinance to amend Chapter 6 – Alcoholic Beverages; Section 6-67. – Joint sales of alcoholic beverages by the drink and by the package of the Official Code of the City of Holly Springs

Presented By: Robert H. Logan, City Manager

- F. Discuss Contract Change Order #10-Walnut Street Drainage Improvements from Georgia Development Partners for the Hickory Road and Palm Street Intersection Improvements Project

Presented By: Robert H. Logan, City Manager

VII. REPORTS

VIII. ADJOURNMENT

**City Council Special Called Meeting
Agenda
*Immediately following the Work Session***

I. CALL TO ORDER

II. ROLL CALL

III. NEW BUSINESS

1. Approve/deny the adoption of a resolution authorizing the execution of an intergovernmental contract and certain other documents related to the Urban Redevelopment Agency's revenue bond
2. Approve/deny Contract Change Order #10-Walnut Street Drainage Improvements from Georgia Development Partners for the Hickory Road and Palm Street Intersection Improvements Project

IV. ADJOURNMENT



Holly Springs Police Department

"State Certified Law Enforcement Agency"



Michael Carswell

Chief of Police

3235 Holly Springs Parkway
Holly Springs, Georgia 30142

Office 770-345-5537

Fax 770-345-5610

To: Chief M. Carswell
From: Lieutenant C. Barton
Date: March 13, 2020
Re: Carfax For Police

Chief Carswell,

I am requesting consideration for an internet-based program offered through Carfax, Carfax For Police. Carfax gathers and compiles information on new and used vehicles, including when and where vehicles are registered, when and where they are serviced, and if they have been involved in any motor vehicle accidents. These records are collected from many different sources to include public and private entities. Carfax For Police allows law enforcement agencies free access to these resources and more.

Carfax For Police is currently used by thousands of law enforcement agencies throughout North America, including several right here in Georgia. Some of them include Cherokee County Sheriff's Office, Cobb County S.O., Forsyth County S.O., Marietta Police Department, Smyrna P.D., Atlanta P.D., Roswell P.D., Alpharetta P.D., Johns Creek P.D., and many more. Law enforcement agencies that participate in this program agree to transfer their accident reports to Carfax. Carfax then makes available to its consumers, information regarding the date/time of the accident and extent of damage. Law enforcement agencies, however, are able to retrieve all the information included in the report such as owner, driver, and occupant information that is not made available to the public. In addition, law enforcement agencies are able to search Carfax records by VINs, license plate numbers/state, and even partial license plates. These records could be used to assist in criminal investigations of crimes ranging from Hit-and-Run accidents, Burglaries, and even Homicides.

In order to participate in this program, the Holly Springs Police Department would agree to submit our accident reports to Carfax. There are no costs associated with this program. The Holly Springs Police Department would also be required to enroll with Carfax For Police, which includes terms and conditions attached to this request for review. There is not an expiration date for this agreement and would continue until the agency decided to end its relationship with Carfax.

Respectfully submitted,

Lieutenant Casey Barton #703

ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): Holly Springs Police Department

Agency ORI Number: GA0280300

Name of Chief of Police or Sheriff: Chief Michael Carswell Number of Sworn Officers: 40

Address: 3235 Holly Springs Parkway City: Holly Springs

County: Cherokee State: GA Zip: 30115

Total Number of Motor Vehicle Accident Reports written last year: 566 including Private Property Accidents

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools"), the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform, and such other tools and services that CARFAX may offer subscribers to the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools ☒ Yes ☐ No

CARFAX Crash Report Distribution Platform ☐ Yes ☒ No (If Yes, please provide additional information requested below)

CARFAX eCrash Platform (only available if Agency subscribes to the CARFAX Crash Report Distribution Platform) ☐ Yes ☒ No

Additional information required for the CARFAX Crash Report Distribution Platform:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? ☐ Yes ☒ No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform: \$N/A

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: Jeff Lamarche | EMAIL: jefflamarche@carfax.com | FAX: 866.959.0565

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's subscription to the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency subscribes to the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX Crash Report Distribution Platform (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's subscription to any Service or this Agreement, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. Term and Termination. Agency agrees that its subscription to the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to terminate its subscription to the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform and/or the CARFAX Databases, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation the last sentence of Section 1, this last sentence of Section 2, the last two sentences of Section 8, and Sections 3, 5, 7(c), 10, 11, 13 and 14.

3. Ownership. Agency acknowledges that the CARFAX Databases and the Investigative Tools (including all data contained therein), the CARFAX eCrash Platform, the CARFAX Crash Report Distribution Platform, and all intellectual property relating to each of the foregoing, are and will remain the property of CARFAX.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency. Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with changes in authorized personnel and/or user job functions) and will promptly notify CARFAX of any changes to current authorized users. Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. Security. Agency acknowledges that the Crash Report Center Database (as defined below) contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also

notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the CARFAX Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach.

6. CARFAX Services Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to the CARFAX Databases to access and use the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the terms and conditions of this Agreement. The license to the CARFAX Databases is limited to the extent required for criminal investigative purposes (which will constitute the "Permitted Use" of the Investigative Tools).

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. CARFAX Crash Report Distribution Platform. Agency understands that in order to subscribe to the CARFAX Crash Report Distribution Platform, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX Crash Report Distribution Platform, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX Crash Report Distribution Platform") to the extent permitted by applicable law. Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX Crash Report Distribution Platform unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX Crash Report Distribution Platform, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX Crash Report Distribution Platform to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX Crash Report Distribution Platform, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's subscription to the CARFAX Crash Report Distribution Platform or this Agreement, CARFAX may continue to sell or offer to sell, in accordance with this Agreement, the vehicle accident reports already acquired by CARFAX prior to such termination.

9. CARFAX eCrash Platform. If Agency subscribes to the CARFAX Crash Report Distribution Platform, Agency may also subscribe to the application offered by CARFAX to help Agency create vehicle accident reports in electronic form (the "CARFAX eCrash Platform"). Subject to the terms and conditions set forth herein, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to use the CARFAX eCrash Platform in accordance with the terms of this Agreement. The license to use the CARFAX eCrash Platform is limited to the extent required to complete vehicle accident reports and for no other purpose (which will constitute the "Permitted Use" of the CARFAX eCrash Platform). Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise permit unauthorized parties from accessing or using the CARFAX eCrash Platform for any purpose; or (ii) use or permit the

use of the CARFAX eCrash Platform for any purpose other than a Permitted Use. Agency shall be solely responsible for (a) any and all data entered into the CARFAX eCrash Platform and (b) approval of the information to create the applicable vehicle accident report. Agency shall notify CARFAX in writing if any applicable state or local law or regulation limit the use or distribution of motor vehicle accident reports, including without limitation any requirement that motor vehicle accident reports must be reported to the state before being distributed to any interested parties and/or third parties. Unless so notified by Agency in writing, once the applicable police accident report has been approved by Agency, CARFAX may use the Accident Data created using the CARFAX eCrash Platform as permitted under Sections 1 and/or 8. If Agency terminates its subscription to the CARFAX eCrash Platform, it will no longer have access to create new vehicle accident reports or approve vehicle accident reports that are entered in the CARFAX eCrash Platform but are not approved prior to the effective date of the termination. If this Agreement is terminated, Agency will no longer have access to the vehicle accident reports created by Agency using the CARFAX eCrash Platform and Agency is responsible for retaining all such vehicle accident reports on its own systems prior to the effective date of the termination.

10. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM OR ANY INFORMATION CONTAINED THEREIN.

11. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, the CARFAX Crash Report Distribution Platform and/or the CARFAX eCrash Platform, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorneys' fees and costs) arising out of Agency's use of the CARFAX Databases, any Investigative Tools or the CARFAX eCrash Platform or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement.

12. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

13. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

14. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

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

DATE: April 28, 2020 **COUNCIL MEETING DATE:** May 4, 2020

RECOMMENDATION

Approval of amendment to the Municipal Services Master Fee Schedule

REPORT-IN-BRIEF/DISCUSSION

In conjunction with the development of the town center, architectural controls will be in place. As the City is currently utilizing the services of a professional architect to design and oversee that the design remains consistent with the plan for the area, buildings constructed within the town center with architectural plans designed by other architects should be reviewed and evaluated for consistency. Staff proposes the following amendment to the fee schedule to cover the costs of this review:

Zoning Services

	Current	Proposed
Architecture/Structure Design Review-Professional	Professional Hourly Rate + 10% (pre-negotiated with applicant)	\$800 (Includes Review and One Final Inspection)
Architecture/Structure Final Reinspection- Professional	None	\$250

Also, with regards to plumbing, mechanical, and electrical permits for residential and commercial permits, staff proposes the following:

Building Permits

Plumbing, Mechanical, Electrical	Current	Proposed
Residential	No specific reference to residential	\$50
Commercial (based on square feet)		
Under 4,000 square feet	\$50	\$70
4,001-50,000 square feet	\$70 + \$1 per thousand over 4,000	No change
Over 50,000 square feet	\$200 + \$1 per thousand over 50,000	No change

CONCURRENCES

City Manager

FISCAL IMPACT

N/A

ALTERNATIVES

Denial of Request

ATTACHMENTS

None

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE ADOPTED MUNICIPAL SERVICES MASTER FEE SCHEDULE; TO AMEND MUNICIPAL COURT FEES; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia, seek to provide for the health, safety, and welfare of the general public; and

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia amend the fee schedule from time to time; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Municipal Services Master Fee Schedule as attached hereto as Exhibit "A."

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Municipal Services Master Fee Schedule attached hereto as Exhibit "A," shall be effective immediately.

This Resolution is adopted this 4th day of May, 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

EXHIBIT A**-AMENDED-****CITY OF HOLLY SPRINGS MUNICIPAL SERVICES MASTER FEE SCHEDULE****Zoning Services**

Type of Review	Fee
Architecture/Structure Design Review- Professional	\$800 (Includes Review and One Final Inspection)
Architecture/Structure Final Reinspection- Professional	\$250

Building Permits

Plumbing, Mechanical, Electrical	Proposed
Residential	\$50
Commercial (based on square feet)	
Under 4,000 square feet	\$70
4,001-50,000 square feet	No change
Over 50,000 square feet	No change

A RESOLUTION AUTHORIZING, INTER ALIA, THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT RELATING TO THE ISSUANCE OF AN URBAN REDEVELOPMENT AGENCY OF THE CITY OF HOLLY SPRINGS, GEORGIA REVENUE BOND, SERIES 2020

WHEREAS, the City Council of the City of Holly Springs, the body charged with managing the affairs of the City of Holly Springs, Georgia (the “City”), (a) adopted a resolution on July 1, 2019 finding that “one or more ‘pockets of blight’ exist in the City and the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City” and (b) adopted a resolution on July 15, 2019 (i) determining that a certain area within the City (the “Urban Redevelopment Area”) is a pocket of blight and designating the Urban Redevelopment Area as appropriate for urban redevelopment projects and (ii) approving the City’s 2019 Urban Redevelopment Plan and the urban redevelopment projects described therein (the “Urban Redevelopment Projects”), all in accordance with the Urban Redevelopment Law of the State of Georgia (“Act”); and

WHEREAS, the City Council adopted a resolution on July 15, 2019 requesting that the Urban Redevelopment Agency of the City of Holly Springs, Georgia (the “Agency”) exercise the “urban redevelopment project powers” (as defined in the Act); and

WHEREAS, pursuant to the Act, the Agency has the power to (a) undertake and carry out urban redevelopment projects within its area of operation, (b) make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Act and (c) issue revenue bonds to finance the undertaking of any urban redevelopment project; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Agency proposes to issue its revenue bond to be known as the “Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2020” in the principal face amount of \$3,000,000 (the “Bond”) for the purpose of paying all or a portion of the costs of the Urban Redevelopment Projects and the costs of issuing the Bond; and

WHEREAS, the Bond will be issued pursuant to a resolution to be adopted by the Agency (the “Resolution”); and

WHEREAS, the Agency and the City propose to enter into an Intergovernmental Contract, dated as of June 1, 2020 (the “Contract”), pursuant to which the Agency will agree to issue the Bond, and the City will agree to pay the Agency amounts sufficient to enable the Agency to pay the debt service on the Bond.

NOW, THEREFORE, BE IT RESOLVED by the COUNCIL OF THE CITY OF HOLLY SPRINGS, as follows:

Section 1. Authorization Financing of the Urban Redevelopment Projects. The financing of the Urban Redevelopment Projects as described above is hereby authorized.

Section 2. Authorization of Bond; Acknowledgment of Resolution. The issuance of the Bond by the Agency is hereby authorized to the extent necessary. The City hereby acknowledges receipt of form of the Resolution expected to be adopted by the Agency.

Section 3. Authorization of the Contract. The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be executed by the Mayor or Mayor Pro Tem. The City Clerk may attest the same and the seal may be impressed thereon. The Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions and omissions as may be approved by the person executing the same and the City Attorney, and the execution of the Contract shall be conclusive evidence of any such approval. The Contract is by this reference thereto spread upon the minutes.

Section 4. Validation of Bond. The Mayor, Mayor Pro Tem and City Clerk of the City are authorized to execute and file an answer and to execute any and all further instruments and pleadings as they might deem necessary to validate the Bond in the Superior Court of Cherokee County.

Section 5. General Authority. The proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things, including, but not limited to making covenants on behalf of the City and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this resolution.

Section 6. Actions Approved and Confirmed. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intent of this resolution are hereby authorized and approved.

Section 7. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Section 8. Effective Date. This resolution shall take effect immediately upon its adoption

ADOPTED this 4th day of May, 2020.

CITY COUNCIL OF CITY OF HOLLY SPRINGS

(SEAL)

By: _____
Steven W. Miller, Mayor

ATTEST:

Karen Norred, City Clerk

EXHIBIT “A”

INTERGOVERNMENTAL CONTRACT

CITY CLERK'S CERTIFICATE

The undersigned Clerk to the Council of the City of Holly Springs (the "City Council") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on May 4, 2020 by the City Council in a meeting duly called and assembled and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City Council, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 4th day of May, 2020.

(SEAL)

Karen Norred, City Clerk

URBAN REDEVELOPMENT AGENCY OF THE CITY OF HOLLY SPRINGS, GEORGIA

AND

CITY OF HOLLY SPRINGS, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of June 1, 2020

The rights and interest of the Urban Redevelopment Agency of the City of Holly Springs, Georgia in this Intergovernmental Contract (except for certain Unassigned Rights) have been pledged under the Resolution to the holder from time to time of the Bond.

This document was prepared by:
Murray Barnes Finister LLP
Building 5, Suite 515
3525 Piedmont Road NE
Atlanta, GA 30305
(678) 999-0350

INTERGOVERNMENTAL CONTRACT

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THIS INTERGOVERNMENTAL CONTRACT is entered into as of June 1, 2020 (this "Contract"), between the URBAN REDEVELOPMENT AGENCY OF THE CITY OF HOLLY SPRINGS, GEORGIA (the "Agency"), and the CITY OF HOLLY SPRINGS, GEORGIA (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Holly Springs, the body charged with managing the affairs of the City of Holly Springs, Georgia (the "City"), (a) adopted a resolution on July 1, 2019 finding that "one or more 'pockets of blight' exist in the City and the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City" and (b) adopted a resolution on July 15, 2019 (i) determining that a certain area within the City (the "Urban Redevelopment Area") is a pocket of blight and designating the Urban Redevelopment Area as appropriate for urban redevelopment projects and (ii) approving the City's 2019 Urban Redevelopment Plan and the urban redevelopment projects described therein (the "Urban Redevelopment Projects"), all in accordance with the Urban Redevelopment Law of the State of Georgia ("Act"); and

WHEREAS, the City Council adopted a resolution on July 15, 2019 requesting that the Urban Redevelopment Agency of the City of Holly Springs, Georgia (the "Agency") exercise the "urban redevelopment project powers" (as defined in the Act); and

WHEREAS, pursuant to the Act, the Agency has the power to (a) undertake and carry out urban redevelopment projects within its area of operation, (b) make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Act and (c) issue revenue bonds to finance the undertaking of any urban redevelopment project; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Agency proposes to issue its revenue bond to be known as the "Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2020" in the principal face amount of \$3,000,000 (the "Bond") for the purpose of paying a portion of the costs of the Urban Redevelopment Projects and the costs of issuing the Bond; and

WHEREAS, the Agency and the City propose to enter into this Contract pursuant to which the Agency will agree to issue the Bond, and the City will agree to pay to the Agency amounts sufficient to pay the debt service on the Bond.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the City hereto agree as follows:

ARTICLE I.

DEFINITIONS

All capitalized, undefined terms used in this Contract shall have the meanings ascribed to them in the Resolution. The following words and phrases shall have the following meanings:

“Contract Payments” means the payments due pursuant to Section 4.2 of this Contract.

“Default” and “Event of Default” mean with respect to any Default or Event of Default under this Contract any occurrence or event specified and defined by Section 6.1 hereof.

“Resolution” means the resolution of the Agency adopted on May 4, 2020 pursuant to which the Bond is authorized to be issued, including any resolution supplemental thereto.

“State” means the State of Georgia.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of Agency.

The Agency represents as follows:

(a) The Agency is a body corporate and politic duly created and validly existing under the Constitution and laws of the State. The Agency is authorized and has the power to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bond and (iii) execute, deliver and perform its obligations under this Contract (collectively, the “Agency Transactions”).

(b) The Agency has duly authorized the Agency Transactions. The Resolution has been duly adopted and constitutes a valid, binding and enforceable obligation of the Agency. The Resolution creates a lien on the Pledged Security. The Agency has not created any other lien on the Pledged Security.

(c) The Bond has been duly executed by the Agency and is a valid, binding and enforceable limited obligation of the Agency. This Contract has been duly executed by the Agency and is a valid, binding and enforceable obligation of the Agency.

(d) All licenses, consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Agency in connection with the Agency Transactions have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable federal or state securities laws.

(e) The Agency Transactions do not and will not conflict with or constitute on the part of the Agency a violation of, breach of or default under any (i) indenture, mortgage, lease, resolution, or other agreement or instrument to which the Agency is a party or by which the Agency or its property is bound (a “Contractual Requirement”) or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Agency or its properties (a “Legal Requirement”).

(f) The Agency is not in violation of, breach of or default under any Contractual Requirement or Legal Requirement which violation, breach or default would adversely affect the Agency Transactions. No event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Agency, threatened against or affecting the Agency (or, to the knowledge of the Agency, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Agency from issuing the Bond, (ii) contesting or questioning the existence of

the Agency or the titles of the present officers of the Agency to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Resolution, the Bond or this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Agency or (2) the Agency Transactions.

The Agency makes no representation as to the (a) condition or workmanship of the Urban Redevelopment Projects, (b) suitability of the Urban Redevelopment Projects for the City's purposes or (c) the financial condition of the City. Furthermore, the Agency makes no representation that the proceeds of the Bond will be sufficient to pay the costs of the Urban Redevelopment Projects and the costs of issuing the Bond.

Section 2.2. Representations of the City.

The City represents as follows:

(a) The City is a municipal corporation duly created and validly existing under the Constitution and laws of the State. The City is authorized and has the power and all licenses and permits to (i) acquire, construct, equip, own and operate the Urban Redevelopment Projects and (ii) execute, deliver and perform its obligations under this Contract (collectively, the "City Transactions").

(b) The City has duly authorized the City Transactions.

(c) This Contract has been duly executed by the City and is a valid, binding and enforceable obligation of the City.

(d) All licenses, consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City in connection with the City Transactions have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable federal or state securities laws.

(e) The City Transactions do not and will not conflict with or constitute on the part of the City a violation of, breach of or default under any (i) indenture, mortgage, lease, resolution, or other agreement or instrument to which the City is a party or by which the City or its property is bound (a "Contractual Requirement") or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or its properties (a "Legal Requirement").

(f) The City is not in violation of, breach of or default under any Contractual Requirement or Legal Requirement which violation, breach or default would adversely affect the City Transactions. No event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the City Transactions.

ARTICLE III.

ISSUANCE OF THE BOND; COMPLETION OF URBAN REDEVELOPMENT PROJECTS

Section 3.1. Agreement to Issue the Bond; Application of Bond Proceeds.

The Agency agrees that it will issue the Bond. The proceeds from the sale of the Bond shall be applied as provided in the Resolution, and the City hereby approves the issuance of the Bond. The Agency shall deliver a certified copy of the Resolution to the City promptly upon the adoption thereof.

Section 3.2. Completion of Urban Redevelopment Projects.

The City shall take all actions necessary or desirable to complete the Urban Redevelopment Projects.

ARTICLE IV.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall remain in full force and effect from the date of its execution and delivery to and including the later of (a) June 1, 2035 or (b) the date the Bond and the fees and expenses of the Agency, the custodians, the Paying Agent, the Bond Registrar and the Authenticating Agent shall have been fully paid or provision made for such payment, whichever is later, but in no event later than 50 years from the date hereof.

Section 4.2. Contract Payments.

(a) The City agrees to pay to the Agency (or its assignee or designee) amounts sufficient to enable the Agency to pay all amounts due and owing under the Bond, including, but not limited to, the principal of and interest on the Bond. The Agency has assigned the Contract Payments to the owner of the Bond, and the City consents to such assignment. The Agency hereby directs the City to make the Contract Payments directly to the Sinking Fund Custodian unless the Agency, the City and the owner of the Bond shall provide otherwise pursuant to Section 208 of the Resolution.

(b) The City also agrees to pay the reasonable fees and expenses of all custodians and depositories, the Paying Agent, Bond Registrar and Authenticating Agent and of their successors and assigns as provided by Section 702 of the Resolution, such reasonable fees and expenses to be paid directly to the party to whom the payment is due when such reasonable fees and expenses become due and payable

(c) In the event the City should fail to make any of the Contract Payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the City until the amount in Default shall have been fully paid, and the City agrees to pay the same with interest thereon at the rate borne by the Bond, to the extent permitted by law, from the date thereof.

Section 4.3. Obligations of City Hereunder Absolute and Unconditional.

The obligations of the City to make the Contract Payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Agency. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the

foregoing, failure of title in and to the Urban Redevelopment Projects or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Urban Redevelopment Projects, the taking by eminent domain of title to or the use of all or any part of the Urban Redevelopment Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, or the Resolution. Nothing contained in this Section shall be construed to release the Agency from the performance of any of the agreements on its part contained herein or in the Resolution; and if the Agency should fail to perform any such agreement, the City may institute such action against the Agency as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Contract and to make the Contract Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Agency hereby agrees to cooperate to the extent required.

Section 4.4. Budget and Tax Levy to Pay Contract Payments.

(a) The obligations of the City to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Contract Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Contract Payments as provided herein.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Contract Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund or to the holder of the Bond if a Sinking Fund is not being maintained if for any reason the payment of such obligations shall not otherwise have been made.

Section 4.5. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Agency, (b) the owner of the Bond, independently of the Agency, or (c) such receiver or receivers as may be appointed pursuant to the Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Agency and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the interests of the owner of the Bond.

ARTICLE V.

SPECIAL COVENANTS

Section 5.1. Further Assurances and Corrective Instruments.

The Agency and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

Section 5.2. Agency and City Representatives.

Whenever under the provisions of this Contract or the Resolution the approval of the Agency or the City is required or the Agency or the City is required to take some action at the request of the other, such approval or such request shall be given for the Agency by its designated representative and for the City by its designated representative.

Section 5.3. City's Obligations in the Resolution.

The City agrees to perform all of its obligations (if any) under, and to comply with all of the terms of, the Resolution.

Section 5.4. Financial Statements and Other Notices.

The City shall provide a copy of its audited financial statements to the owner of the Bond on or before the first day of the seventh month following the end of each fiscal year. The City shall immediately notify the owner of the Bond of any material adverse change in the financial condition of the City and shall provide the owner of the Bond with such other information as the owner of the Bond shall reasonably request.

Section 5.5. Ownership/Sale and Operation of the Urban Redevelopment Projects.

The City shall own the Urban Redevelopment Projects. The City may sell or lease all or a portion of the Urban Redevelopment Projects without the consent of the Agency or the owner of the Bond. The City shall pay all costs of operating the Urban Redevelopment Projects or shall provide for the payment of such costs. The Agency shall not be responsible for the payment of any such costs.

Section 5.6. Tax Covenants.

The Agency and the City shall take all actions required to maintain the tax-exempt status of the Bond and shall refrain from taking any actions that will adversely affect the tax-exempt status of the Bond. The City shall comply with any and all of its policies related to the issuance of tax-exempt debt.

Section 5.7. Release and Indemnification Covenants.

(a) To the extent permitted by law, the City hereby agrees to release the Agency from and to indemnify the Agency for any and all liabilities and claims against the Agency arising from the issuance of the Bond and the acquisition, construction, ownership and operation of the Urban Redevelopment Projects, including without limitation, (i) any condition of the Urban Redevelopment Projects, (ii) any breach or Default on the part of the City in the performance of any of its obligations under this Contract, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the City, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the City or (v) any material statement or omission by the City in connection with the sale of the Bond. Upon notice from the Agency, the City shall defend the Agency in any such action or proceeding. Notwithstanding the foregoing, the City shall not be required to indemnify the Agency for its gross negligence or willful misconduct.

(b) The Agency shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Agency unless the employment of such counsel has been specifically authorized by the City.

(d) For purposes of this Section 5.7, all references to the Agency shall include its present and future directors, officers, members, agent and employees.

(e) The provisions of this Section 5.7 shall survive the termination of this Contract.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined.

The following shall be “Events of Default” under this Contract and the terms “Event of Default” and “Default” shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the City to make the payments required to be paid under Section 4.2 hereof.

(b) Failure by the City or the Agency to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 6.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the defaulting party by the nondefaulting party, unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the defaulting party within the applicable period and is being diligently pursued until the Default is corrected.

(c) Any representation or warranty made in this Contract shall be found untrue.

(d) The occurrence of an Event of Default under the Resolution.

Section 6.2. Remedies on Default.

Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the nondefaulting party or the owner of the Bond may proceed to protect and enforce its rights hereunder by (a) a suit, action or special proceeding for the specific performance of any covenant or agreement contained herein or (b) any proper legal or equitable remedy as the nondefaulting party or the owner of the Bond shall deem most effectual to protect and enforce rights hereunder; provided, however, the nondefaulting party and the owner of the Bond shall not have the right to accelerate the payments required under Section 4.2 hereof.

Section 6.3. No Remedy Exclusive.

No remedy conferred herein or in the Resolution is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed

expedient. In order to exercise any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Article.

Section 6.4. Agreement To Pay Attorneys' Fees and Expenses.

In the event the City should Default under any of the provisions of this Contract and the Agency or the owner of the Bond should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Agency or the owner of the Bond the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Agency or the owner of the Bond.

Section 6.5. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a) hand delivered, (b) sent via overnight mail, (c) sent by electronic mail or (d) mailed by registered mail, postage prepaid. A copy of each notice hereunder shall be provided promptly to the owner of the Bond at its registered address.

Section 7.2. Binding Effect; Third Party Beneficiary.

This Contract shall inure to the benefit of and shall be binding upon the Agency and the City and their successors and assigns. The owner of the Bond shall be a third-party beneficiary hereof. No other party is a beneficiary of this Contract.

Section 7.3. Severability.

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4. Amounts Remaining in Funds.

Any amounts remaining in any funds created under the Resolution upon expiration or earlier termination of the Contract, as provided in this Contract, after payment in full of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Resolution) and all other amounts owing hereunder, shall belong to and be paid to the City.

Section 7.5. Amendments, Changes and Modifications.

This Contract may not be effectively amended, changed, modified, altered or terminated except as provided in the Resolution.

Section 7.6. Execution in Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.7. Applicable Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 7.8. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract.

Section 7.9. No Personal Recourse.

No personal recourse shall be had for any claim based on this Contract against any member, officer or employee of the Agency or the City in his or her individual capacity.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their corporate names by duly authorized officers and have caused their seals to be impressed hereon, all as of the date first above written.

URBAN REDEVELOPMENT AGENCY OF THE
CITY OF HOLLY SPRINGS, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

By: _____
Secretary

(Intergovernmental Contract)

CITY OF HOLLY SPRINGS, GEORGIA

(SEAL)

By: _____
Steven W. Miller, Mayor

Attest:

By: _____
Karen Norred, City Clerk

(Intergovernmental Contract)

ORDINANCE TO AMEND SECTION 6-67 OF THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA TO PERMIT PACKAGE SALES OF BEER AND WINE BY RETAIL CONSUMPTION ON THE PREMISES LICENSE HOLDERS

WHEREAS, the Rules and Regulations for the Department of Revenue for the State of Georgia, 560-2-3.15 permit a retail consumption on the premises license holder to sell beer and wine by the package; and

WHEREAS, O.C.G.A. Sec. 3-6-4 permits a retail consumption on the premises license holder to sell partially consumed bottles of wine;

WHEREAS, the City Council wishes to permit retail consumption on the premises license holders to sell beer and wine by the package as permitted by the regulations of the Georgia Department of Revenue and to sell partially consumed bottles of wine as permitted by state law;

NOW THEREFORE, The Council of the City of Holly Springs hereby ordains that:

Section 1. Section 6-67 of the Code of The City of Holly Springs, Georgia is deleted in its entirety and the is substituted in its place:

Sec. 36-67. - Sec. 6-67. - Joint sales of alcoholic beverages by the drink and by the package; partially consumed bottles of wine.

(a) The holder of a license for the retail consumption on the premises of distilled spirits, malt beverages, or wine may sell beer or wine by the package, except on any day or at any time when the sale of package beer or wine is otherwise prohibited by law or ordinance.

(b) The holder of a license for the retail consumption on the premises of distilled spirits, malt beverages or wine may permit a customer to take a partially consumed bottle of wine from the premises, provided that:

- (i) the bottle of wine was purchased, and partially consumed in conjunction with a meal purchased from the licensee;
- (ii) the bottle is securely resealed with tamper resistant tape by the licensee; and
- (iii) the bottle is placed in a bag or container that is secured in such a manner that it would be visibly apparent if the container has been subsequently opened or tampered with, along with an affixed, dated receipt indicating the terms of the purchase

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 3. This Ordinance shall become effective immediately upon approval by the Mayor and City Council.

SO ORDAINED, this _____ day of _____, 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



Contract Change Order

Description of Change:	Walnut Street Repair
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Breakdown of Proposed Change and Basis for Payment

Total Increase:	\$4,275.00
Previous Contract Price (including previous change orders):	\$3,503,069.90
Proposed Revised Contract Price:	\$3,507,344.90

Signed	Title	Date
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