



City of Holly Springs

Date: Monday, April 19, 2021

Location: 3235 Holly Springs Parkway

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

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. UNFINISHED BUSINESS

- A. Discuss a lake audit proposal from Aquatic Environmental Services, Inc.

Presented By: Mayor Steven W. Miller

- B. Discuss MA-01-2021, rezoning of 5.926 +/- acres located off of Univeter Road, Holly Springs, GA, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential, and R-40, Single Family Residential Estate, to R-40, Single Family Residential Estate

Presented By: Nancy Moon, Community Development Director

IV. NEW BUSINESS

- C. Discuss an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Carison Court Improvements

Presented By: Robert H. Logan, City Manager

V. ADJOURNMENT

EXECUTIVE SESSION

- Personnel

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATION

- Safe Digging Month Proclamation – Presented to Phil Bell, Cobb EMC

V. CONSENT AGENDA

1. March 1, 2021 Council Work Session Meeting Minutes
2. March 15, 2021 Council Work Session and Business Meeting Minutes
3. A resolution permitting the installation of a Little Free Library on public property
4. Professional Services Agreement Addendum No. 15 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia
5. Reinstatement of a Service Agreement between Clementine Creative and the City of Holly Springs, Georgia
6. A resolution declaring certain property as surplus and authorizing its sale or disposal
7. The donation of a 2014 Dodge Charger (VIN 2C3CDXAT9EH205990) to the Muscogee County School District
8. Estimate #1493 for partial demolition of Building B at 411 Hickory Road from Commercial Buildings & Doors, Inc. in an amount not to exceed \$34,250
9. Authorize BM&K, Inc. to execute a proposal from and engage Subsurface Utility Investigations, LLC for potholing to expose utilities at Ronnell Road and Holly Springs Parkway
10. An estimate for City Hall lobby improvements from Halo Restorations & Construction, LLC in an amount not to exceed \$10,650

11. An estimate for Public Safety Building lobby improvements from Halo Restorations & Construction, LLC in an amount not to exceed \$27,500
12. An estimate for Evidence Room improvements from Halo Restorations & Construction, LLC in an amount not to exceed \$12,500
13. Quote #PWCQ17895 from Playworld Preferred in an amount not to exceed \$33,466.33
14. ORD-02-2021, an ordinance to adopt the Official Zoning Map of the City of Holly Springs, Georgia
15. DW-01-2021, a design waiver from the requirements of Article 19: Design Guidelines for Model Zoning Districts for property located at South Village Square, Holly Springs, GA, tax parcel 001 of tax plat 15N20G
16. CUP-02-2021, a conditional use permit for a Massage Therapy Establishment for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14

VI. UNFINISHED BUSINESS

17. Approve/deny a lake audit proposal from Aquatic Environmental Services, Inc.
18. Approve/deny awarding the 2021 Local Maintenance & Improvement Grant (LMIG) Asphalt Resurfacing Project (RFB #2021-01) to East Coast Grading, Inc. in an amount not to exceed \$258,028 and authorize the Mayor to execute the construction contract
19. Approve/deny MA-01-2021, rezoning of 5.926 +/- acres located off of Univeter Road, Holly Springs, GA, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential, and R-40, Single Family Residential Estate, to R-40, Single Family Residential Estate

VII. NEW BUSINESS

20. Approve/deny an Intergovernmental Agreement for Infrastructure Improvement Project, Project Common Name: Carison Court Improvements between Cherokee County, Georgia and the City of Holly Springs, Georgia

VIII. REPORTS

X. ADJOURNMENT

4/5/2021

**City of Holly Springs
C/O Steve Miller
Stringer Road
Canton, GA 30115
404-357-6239
smiller@hollyspringsga.us**

Lake Audit Proposal

Since 1993, Aquatic Environmental Services, Inc. (AES) has been providing superior lake management services. AES works on all bodies of water ranging from ¼ acre retention ponds to 4,000-acre water-supply reservoirs. With over 50 years of combined experience, AES has the experience and educational background necessary to provide unsurpassed fishery services. Since the year 2000, we have performed lake audit services on over 3,500 bodies of water throughout the Eastern U.S.

A lake audit (i.e. electrofishing survey) is a total inventory of the lake. Electrofishing is the most scientifically advanced method of analyzing fish populations in freshwater lakes and ponds. Electrofishing provides a fisheries biologist with a representative sample of the fishery. Our state-of-the-art electrofishing boats safely produce an electrical field at front of the boat to a depth of approximately eight feet. This allows us to sample all habitat types found within the lake. Fish within this electrical field are stunned and float to the surface. The fish are collected and placed in a holding tank for data collection. After data collection, fish are released unharmed back into the lake.

We have broken out our lake audits into packages, as follows, to best meet the management needs of your lake. We highly recommend the Gold Package to all our clients.

Gold Package:

- Lake and watershed size are measured using satellite imagery.
- All collected fish are weighed and measured.
- Determination of predator to prey balance
- Determination of the overall health of the fishery and total species abundance.
- Visually inspect all fish for signs of external parasites and/or infections.
- Perform necropsy on any severely unhealthy fish if deemed necessary. AES will examine the internal organs of sacrificed fish for the presence or absence of internal parasites such as intestinal worms, flukes, etc.
- Identification and/or removal of any undesirable or overabundant species.
- Calculation of Catch Per Unit Effort (CPUE) and largemouth bass Relative Weight (Wr) analysis. Collected largemouth bass will be weighed and measured to calculate the relative weight (Wr) index to determine "plumpness".
- Water quality analysis: alkalinity, visibility, temperature, pH, conductivity, and dissolved oxygen profile.
- Nutrient testing (total nitrogen and total phosphorus) to determine best formulation of fertilizer for improving lake fertility. Nutrient testing data is also necessary to develop a plan for treating species of noxious algae (cyanobacteria).
- Identification of all aquatic vegetation species.
- Algae/plankton identification.
- Dam and Outlet system inspection.
- Creation of topographic map showcasing water depths throughout the lake. The maps are valuable tools for: determining areas for fish habitat improvements, monitoring rates of sedimentation, vegetation management, calculating chemical treatment rates, and necessary for aeration system designs.

- Age/Growth Study: If deemed necessary during the survey, the otoliths (ear-bones) will be removed from an adequate sample size of largemouth bass to determine the age and growth rates. The results provide valuable insight into their growth rates and growth potential.
- Final report includes collected data along with a pond management guide for improving the fishery. Report includes recommendations to reach desired goals of the fishery such as: supplemental stocking rates, harvesting rates, fish habitat improvements, aquatic vegetation control measures, supplemental feeding recommendations, and water quality improvements.

Platinum Package:

- All services included in the Gold Package plus...
- Largemouth bass DNA testing. Non-lethal samples are taken to determine percentage of Northern or Florida genetics. This data provides valuable information for manipulating the genetics of bass population to reach the desired goals of the fishery.
- AES tags all healthy released largemouth bass. All data (tag number, weight, and length) will be submitted in the report to monitor their growth.
- Advanced algae/plankton study (identification and enumeration).

Please Check One:

Gold Package Cost: \$900.00 ☐

Platinum Package Cost: \$1,600.00 ☐

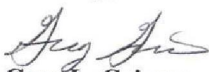
It is the owner's responsibility to ensure we can back a boat into the lake. If boat access is not afforded then AES will discuss the fishery with the lake owner, evaluate habitat and dam integrity, and measure the water quality for a \$250 fee plus travel charges. This ensures there is some value given for our time for this project.

Payment due upon completion of survey. For payment by credit card, there is a 4% convenience fee.

Report will be submitted within two weeks after survey is completed.

TERMS AND CONDITIONS: 1. Standards of Performance and Warranties: Company shall deliver via commercial transportation products ordered. Company will deliver via company truck products ordered for assembly and installation. When products are assembled and/or installed at Customer's premises, Company will perform such Services during normal business hours as jointly agreed to by both parties. Customer understands that Company is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not the Company or its Affiliates. If Company is involved, we will pass along a fee to customer for site visits, troubleshooting, shipping related expenses, or time spent in resolving warranty issue. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs, or other illustrations representing the Products that may be provided by Company or its Affiliates. 2. Contractor's Insurance: Company shall maintain insurance set forth below to protect it from claims which may arise out of or result from its operations under this Contract, specifically: (a) Workers' compensation insurance in amounts as required by law; and (b) Comprehensive General Liability Insurance: Bodily Injury and Property Damage Liability - \$1,000,000. Copy of certificates of insurance shall be furnished upon request. 3. Independent Contractor: All services performed by Company, or any agents, employees, or subcontractors of Company, shall be performed as an independent contractor. In no way shall Company, or any agents, employees, or subcontractors of Company, be considered an employee of Owner. Company will have control or charge of and will be responsible for construction means, methods, techniques, sequences, or procedures, and for safety precautions in connection with the services. 4. Compliance with Local Law: Company shall secure and pay for any permits and government fees, licenses, and inspections necessary for the proper performance of the Services contemplated herein. Company also shall give all notices and comply with all public laws, ordinances, codes, and regulations bearing on the Services being provided. 5. Payment: Orders for products are not binding upon Company until payment of 50% of purchase price is accepted by Company. Customer agrees to pay the total purchase price for the Products plus shipping, taxes, delivery fees and assembly/installation charges if applicable. Balance is due upon delivery or installation of product. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. Company may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. If legal action is brought to enforce the terms of this Contract, then the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, collection fees, and interest on any sums due (at the rate of 15% per month on any unpaid balances or sums), in addition to any amounts which may be due under the Contract. 6. General Provisions: This Contract represents the entire and integrated Contract among the parties and supersedes all prior negotiations, representations, or Contracts, either written or oral. This Contract may only be amended or supplemented by written Contract signed by both parties. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for whom it was intended or delivered at or sent by registered or certified mail to the last business address known to the entity who gives the notice. This Contract is binding on each party and its successors and assigns, but neither party hereto shall assign this Contract without the written consent of the other party. No action or failure to act by any party shall constitute a waiver of any right or duty afforded any of them hereunder, nor shall it constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. Time is of the essence in this Contract. This Contract shall be governed in accordance with the laws of the State of Georgia.

Sincerely,



Greg L. Grimes,

President

Aquatic Environmental Services, Inc.

ACCEPTED ON BEHALF OF:

City of Holly Springs

Individual, Property, or Organization Name

Signature

Steven W. Miller, Mayor

Title

April 19, 2021

Date

smiller@hollyspringsga.us

Email Address



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: MA-01-2021, applicant requests rezoning of 5.926 +/- acres located off of Univeter Road, Holly Springs, GA, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential, and R-40, Single Family Residential Estate, to R-40, Single Family Residential Estate

DATE: April 16, 2021

COUNCIL MEETING DATE: April 19, 2021

RECOMMENDATION

STAFF ANALYSIS

Applicant, Univeter Road Investments, LLC, has requested rezoning of 5.926 +/- acres located off of Univeter Road, tax parcel 179 of tax plat 15N19, from PDR, Planned Development Residential and R-40, Single Family Residential Estate to R-40, Single Family Residential Estate.

CLARIFICATION

As you are aware, the property in question is zoned PDR and R-40. The original stipulations were only on the portion rezoned to PDR. The 129 lot restriction is only on the section zoned PDR. The R-40 portion did not have any stipulations placed on it. Avery Creek has been planned for 129 lots.

With respect to the current request, the following comments are made for clarification:

1. Tracts 3 and 6 currently have homes within the R-40 section.
2. The house on Tract 6 will be removed. This lot is a legal nonconforming lot.
3. The proposed house on Tract 2 would be located within the existing R-40 and would be permitted by right.
4. The acreage currently located within the R-40 zoning district is 2.26 acres. Including Tract 6 (grandfathered), there is enough acreage for three lots.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Site Plan

CURRENT PROPERTY OWNER:

UNIVETER ROAD INVESTMENTS, LLC
510 OLIVER FERRY ROAD
BALL GROUND, GA 30107
770-805-6551

SITE NOTES:

TOTAL AREA - 5.916 ACRES
CURRENT ZONING - R40 & PFD
PROPOSED ZONING - R40
MIN LOT AREA - 40,000 S.F.
MIN LOT WIDTH - 100'
MAX LOT COVERAGE - 30%
MIN HEADED AREA - 1,800 S.F.

BUILDING SETBACKS:

FRONT - 30'
SIDE - 15'
REAR - 30'

PROPERTY ADDRESS:

3573 UNIVETER ROAD
CANTON, GEORGIA 30115

PROPOSED VARIANCES:

VARIANCE REQUESTED TO REDUCE MIN. LOT SIZE SERVED BY
AN ACCESS EASEMENT TO 0.90 ACRES AND TO REDUCE MIN.
ACCESS EASEMENT WIDTH TO 20'.

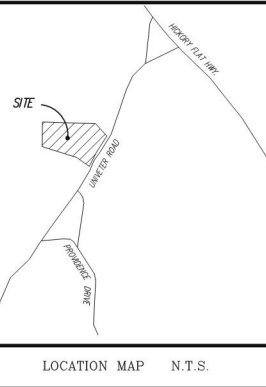
FLOOD INFORMATION:

THIS PROPERTY IS NOT LOCATED WITHIN A FEMA
100 YEAR FLOOD ZONE, ACCORDING TO FEMA
MAP 13057100040, DATED: SEPTEMBER 29, 2006

REFERENCE DEED & PLAT:

DB 14003, PG. 21
PS JS, PG. 60
DB 14545 PG. 286
DB 14544 PG. 365
DB 14376 PG. 967

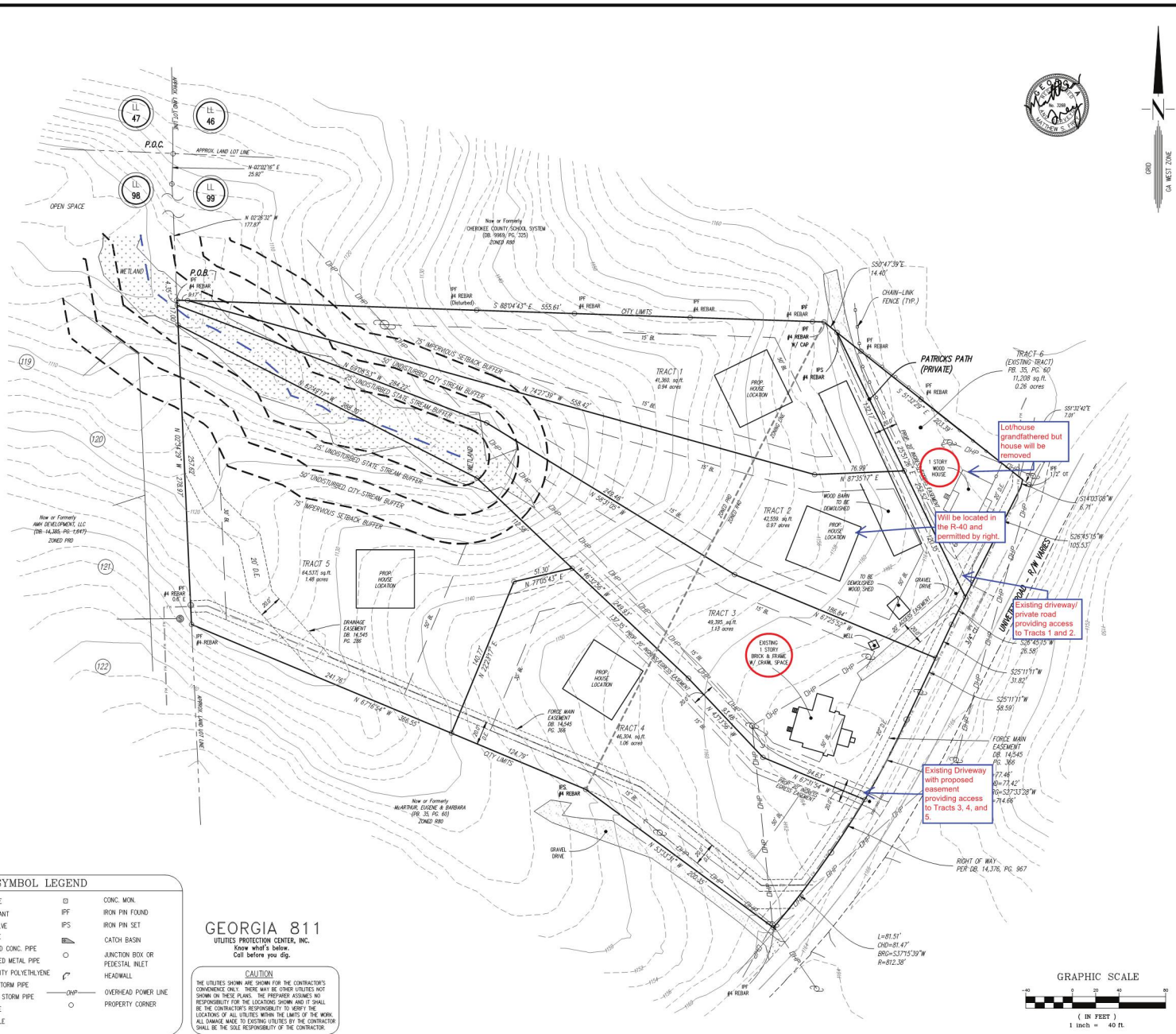
INFORMATION REGARDING THE PRESENCE, LOCATION, AND SIZE OF
UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY IS BASED ON THE
ABOVE GROUND APPURTENANCES. NO CERTIFICATION IS MADE AS TO THE
ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING
UNDERGROUND UTILITIES AND STRUCTURES HEREON. THERE MAY BE OTHER
UTILITIES LOCATED ON THIS PROPERTY WHICH ARE NOT SHOWN ON THIS
SURVEY. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION
SERVICE MUST BE NOTIFIED PRIOR TO THE COMMENCEMENT OF ANY LAND
DISTURBANCE ACTIVITY OF ANY NATURE.



SYMBOL LEGEND			
WATER LINE	CONC. MON.	CONC. MON.	
FIRE VIGILANT	IPF	IRON PIN FOUND	
WATER VALVE	IPS	IRON PIN SET	
LIGHT POLE		CATCH BASIN	
REINFORCED CONC. PIPE		JUNCTION BOX OR	
CORRUGATED METAL PIPE		PEDESTAL INLET	
HIGH DENSITY POLYETHYLENE		HEADWALL	
EXISTING STORM PIPE		OVERHEAD POWER LINE	
PROPOSED STORM PIPE		PROPERTY CORNER	
FENCE LINE			
POWER POLE			

GEORGIA 811
UTILITIES PROTECTION CENTER, INC.
Have what's below.
Call before you dig.

CAUTION
THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT
SHOWN ON THESE PLANS. THE PREPARED ASSUMES NO
RESPONSIBILITY FOR THE LOCATING SHOWN AND IT SHALL
BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE
LOCATIONS OF ALL UTILITIES BEFORE THE START OF THE WORK.
ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR
SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



centerline
Surveying and Land Planning, Inc.
1110 W. 10TH ST. SUITE 100
FALLS CHURCH, VA 22044
TEL: (703) 444-2300
FAX: (703) 444-2301

ZONING SITE PLAN FOR:
UNIVETER ROAD INVESTMENTS, LLC
LAND DISTURBANCE APPLICATION
IN THE CITY OF BULLY SPRINGS
CHEBOKEE COUNTY, GEORGIA

NO.	DATE	REVISION DESCRIPTION

DRAWN BY: JMB
CHECKED BY: MSF
DATE: 12-31-20
SCALE: 1" = 40'
PROJECT NO.:
818016-ZONING

SHEET NO.
1 of 1

**INTERGOVERNMENTAL AGREEMENT FOR
INFRASTRUCTURE IMPROVEMENT PROJECT**

Project Common Name: Carison Court Improvements

This INTERGOVERNMENTAL AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT PROJECT (hereinafter “Agreement”) is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter “County”), and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter “City”), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as “the Parties”).

WHEREAS, City and County desire to collaborate to complete an infrastructure improvement project that will benefit both the City and the County; and

WHEREAS, such infrastructure improvement project shall be commonly identified as “Carison Court Drainage Improvements Project” and is more specifically described and shown in the attached Exhibit “A”, which is hereby incorporated by reference (hereinafter “Project”); and

WHEREAS, City and County desire to enter into this Agreement to identify the specific parameters of the Project, as well as to identify the specific tasks and responsibilities each Party shall be responsible for during said Project; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other or with any public agency, public corporation, or public County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services, or facilities which the county, municipality, or public County is authorized by law to undertake or provide; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Project Description and Scope. The Project shall be identified commonly as “Carison Court Drainage Improvements Project” and is more specifically described and shown in the attached Exhibit “A”, which is hereby incorporated by reference (hereinafter “Project”). The Carison Preserves subdivision was developed within the jurisdiction of the City during 2004 – 2005. The design of the subdivision did not account for runoff coming off of Toonigh Road, which is maintained by the County. Since the development of the homes in the Carison Preserves subdivision both the City and the County have received drainage related complaints from the residents living in the subdivision.
2. Responsibilities of the County. Unless otherwise specified or agreed upon, the County will perform the following: provide the topographic survey for the project area; provide the engineering design drawings for the project; fund and provide for the drainage easement acquisition services for the project; fund and provide all drainage easements and temporary construction easements necessary for the construction of the project; and provide any technical support to the City during construction of the project. All work performed by independent Contractors on behalf of the Parties subject to this Agreement shall be performed pursuant to County rules, regulations, directives, guidelines, specifications, and control. County agrees to require all Independent Contractors to indemnify and insure the County and City for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by any contractor’s negligent acts or omissions, or wilfull misconduct in the design, construction, or other services related to the Project.
3. Responsibilities of the City. City hereby agrees to perform and be responsible to provide the following: provide the materials, labor and construction required for the project. All work performed by independent Contractors on behalf of the Parties subject to this

Agreement shall be performed pursuant to City rules, regulations, directives, guidelines, specifications, and control. City agrees to require all Independent Contractors to indemnify and insure the County and City for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by any contractor's negligent acts or omissions, or wilfull misconduct in the design, construction, or other services related to the Project.

4. Term and Termination. This Agreement shall have an effective date as of _____, ___, 20___ and shall continue in full force and effect for an initial term of two (2) years, or until the completion of all Project tasks and all Project responsibilities by the Parties hereto, whichever shall occur first. If a Project task or Project responsibility remains outstanding at the end of the initial two (2) year Term, this Agreement shall automatically be extended for an additional period of one (1) year in order to allow for the completion of such Project task or Project responsibility.
5. Indemnification. Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.
6. Default. Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement. Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.
7. Waiver. One Party's waiver of the other Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such

provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

8. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and City and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and City affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.
9. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.
10. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.
11. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
12. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

For City:

City of Holly Springs, Georgia
ATTN: City Manager
P.O. Box 990
Holly Springs, Georgia 30142

13. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City or County to exercise its governmental and legislative functions. Further, this Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
14. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto further agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.
15. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

16. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
17. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

[this portion intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____
Harry B. Johnston, Chairman Date _____

Attest: _____
Christy Black, County Clerk Date _____

APPROVED by the City Council of Holly Springs
this ____ day of _____, 20____.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
Steven W. Miller, Mayor Date _____

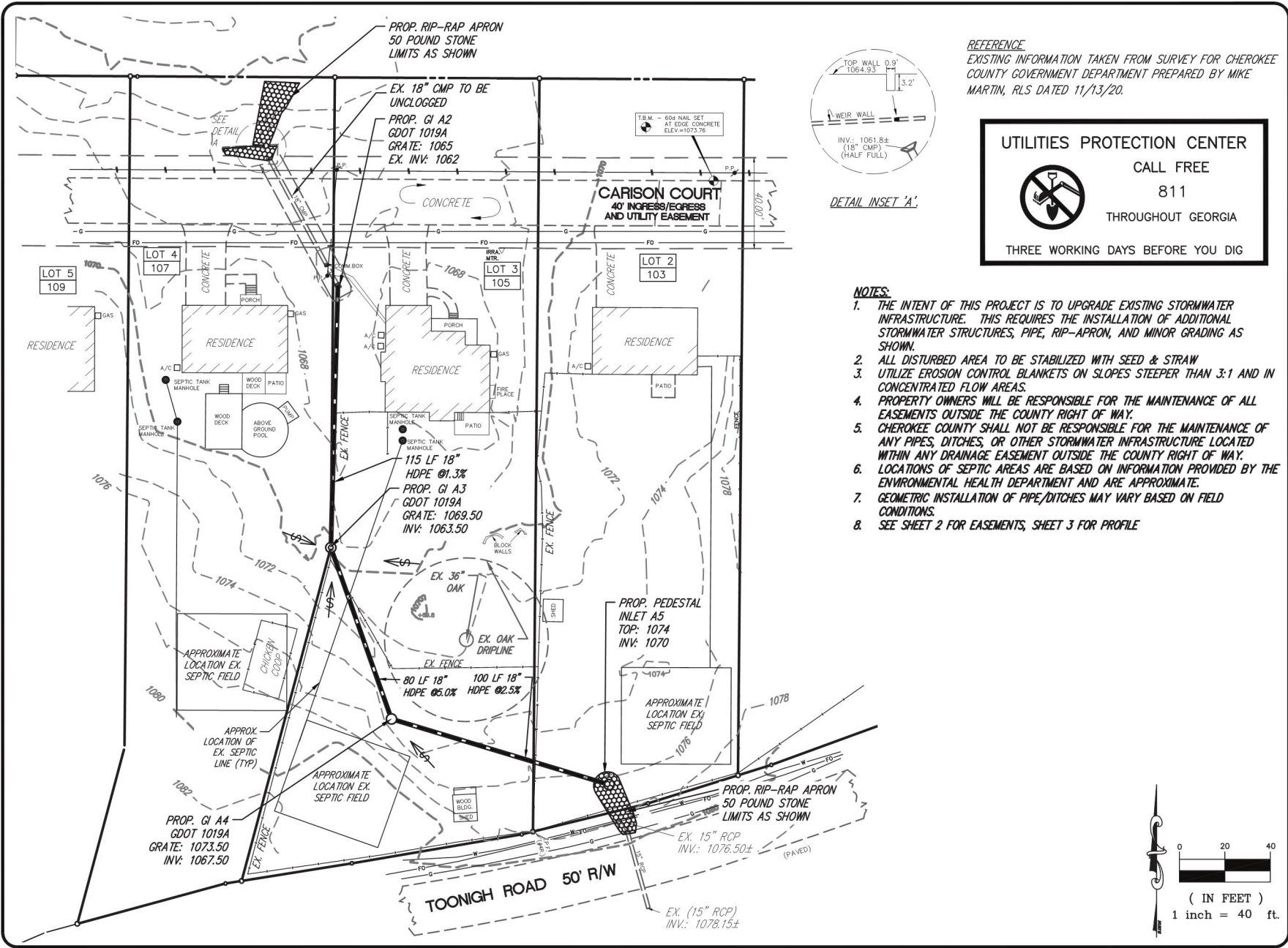
Attest: _____
Karen Norred, City Clerk Date _____

Carison Court Drainage Improvements

Summary of Costs

Cherokee County

Task	Vendor - Owner	Amount
Survey	Martin Surveying	\$ 3,412.50
Design	In-house Stormwater Engineer	\$ -
Right-of-way Service	Robert Graves & Assoc	\$ 3,000.00
Parcel 1 - Easement	103 Carison - Kevin Quiles	\$ 1,110.00
Parcel 2 - Easement	105 Carison - Chelsea Glass	\$ 3,720.00
Parcel 3 - Easement	107 Carison - Patricia Enriquez	\$ 1,175.00
		\$ 12,417.50



Cherokee County

1831
GEORGIA

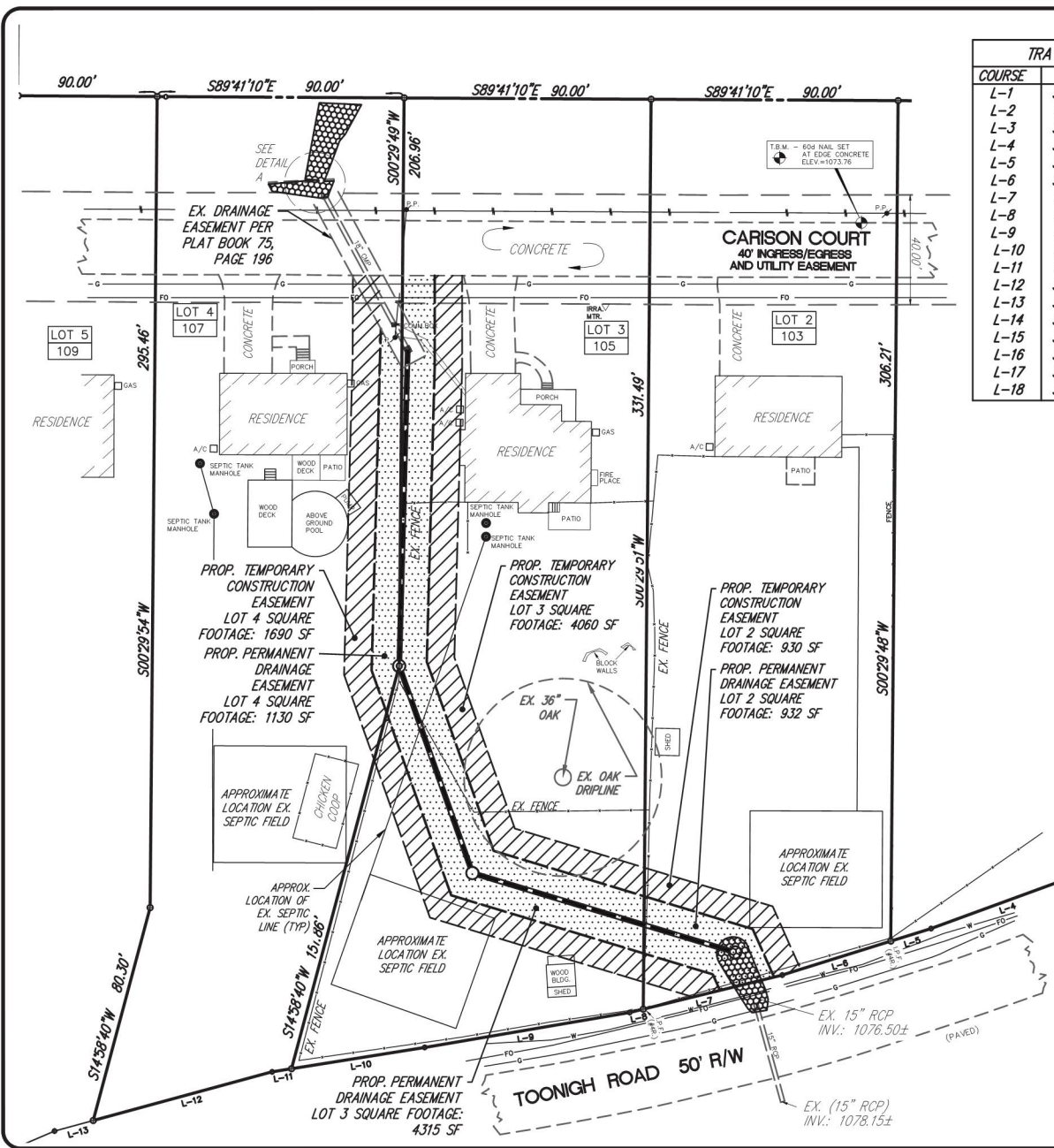
CHEROKEE COUNTY
ENGINEERING DEPARTMENT
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077
Fax 678-493-6088
www.cherokeega.com

CARISON COURT DRAINAGE IMPROVMENTS

DRAWN BY:	BLM
CHECKED BY:	GEM
DATE:	03/09/21
SCALE:	1"=40'
LAND LOTS:	482/483
DISTRICT:	15
SECTION:	2

REV#	DATE	DESCRIPTION
1	03/23/21	PER LOT 3 PROPERTY OWNER

SHEET NO.	OF
1	3



TRAVERSE TABLE		
COURSE	BEARING	DISTANCE
L-1	S02°56'30"W	29.65'
L-2	S16°22'05"W	16.61'
L-3	S39°39'30"W	31.05'
L-4	S69°55'20"W	60.69'
L-5	S72°39'20"W	15.35'
L-6	S72°39'20"W	41.47'
L-7	S76°12'50"W	52.14'
L-8	S76°12'50"W	5.09'
L-9	S80°19'30"W	75.78'
L-10	S80°56'15"W	49.13'
L-11	S80°56'15"W	7.18'
L-12	S74°46'30"W	67.56'
L-13	S74°46'30"W	14.59'
L-14	S66°39'35"W	42.87'
L-15	S58°36'55"W	19.63'
L-16	S58°36'55"W	28.91'
L-17	S50°32'00"W	60.97'
L-18	S45°48'45"W	26.32'

LOT 1 CARISON PRESERVES
N./F. REBECCA HEISTEN
(DEED BOOK 14256, PAGE 2739)
(PLAT BOOK 75, AGE 196)

LOT 2 CARISON PRESERVES
N./F. KEVIN QUILLES & KRISTIN E. QUILLES
(DEED BOOK 7125, PAGE 337)
(PLAT BOOK 75, PAGE 196)

LOT 3 CARISON PRESERVES
N./F. JEREMY WOESSNER & KATIE WOESSNER
(DEED BOOK 12973, PAGE 162)
(PLAT BOOK 75, PAGE 196)

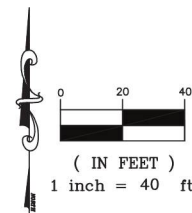
LOT 4 CARISON PRESERVES
N./F. MOSES LEE WRIGHT & NICHOLE L. WRIGHT
(DEED BOOK 13519, PAGE 500)
(PLAT BOOK 75, PAGE 196)

LOT 5 CARISON PRESERVES
N./F. DAVID E. DRUCKENMILLER & JENNIFER R. DRUCKENMILLER
(DEED BOOK 11976, PAGE 174)
(PLAT BOOK 75, PAGE 196)

LOT 6 CARISON PRESERVES
N./F. 2018-1 IH BORROWER LP
(DEED BOOK 14246, PAGE 2610)
(PLAT BOOK 75, PAGE 196)

- NOTES:**
1. THE INTENT OF THIS PROJECT AND EASEMENT NEEDS IS TO UPGRADE EXISTING STORMWATER INFRASTRUCTURE. THIS REQUIRES THE INSTALLATION OF ADDITIONAL STORMWATER STRUCTURES, PIPE, RIP-APRON, AND MINOR GRADING AS SHOWN.
 2. ALL DISTURBED AREA TO BE STABILIZED WITH SEED & STRAW
 3. UTILIZE EROSION CONTROL BLANKETS ON SLOPES STEEPER THAN 3:1 AND IN CONCENTRATED FLOW AREAS.
 4. PROPERTY OWNERS WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL EASEMENTS OUTSIDE THE COUNTY RIGHT OF WAY.
 5. CHEROKEE COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PIPES, DITCHES, OR OTHER STORMWATER INFRASTRUCTURE LOCATED WITHIN ANY DRAINAGE EASEMENT OUTSIDE THE COUNTY RIGHT OF WAY.
 6. LOCATIONS OF SEPTIC AREAS ARE BASED ON INFORMATION PROVIDED BY THE ENVIRONMENTAL HEALTH DEPARTMENT AND ARE APPROXIMATE.
 7. GEOMETRIC INSTALLATION OF PIPE/DITCHES MAY VARY BASED ON FIELD CONDITIONS.
 8. SEE SHEET 2 FOR EASEMENTS, SHEET 3 FOR PROFILE
 9. ALL PROPOSED PERMANENT DRAINAGE EASEMENTS ARE 20 FEET WIDE.
 10. ALL PROPOSED TEMPORARY CONSTRUCTION EASEMENTS ARE 40 FEET WIDE.

REFERENCE
EXISTING INFORMATION TAKEN FROM SURVEY FOR CHEROKEE COUNTY GOVERNMENT DEPARTMENT PREPARED BY MIKE MARTIN, RLS DATED 11/13/20.



Cherokee County

1831
GEORGIA

CHEROKEE COUNTY
ENGINEERING DEPARTMENT
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077
Fax 678-493-6088
www.cherokeega.com

CARISON COURT DRAINAGE IMPROVMENTS

DRAWN BY:	BLM
CHECKED BY:	GEM
DATE:	03/09/21
SCALE:	1"=40'
LAND LOTS:	482/483
DISTRICT:	15
SECTION:	2

REV#	DATE	DESCRIPTION
1	03/23/21	PER LOT 3 PROPERTY OWNER

SHEET NO.	OF
2	3



PIPE LENGTHS SHOWN ARE FOR ESTIMATING PURPOSES ONLY AND SHOULD BE ORDERED FROM FIELD STAKED QUANTITIES. PLAN PIPE LENGTHS ARE TO THE CENTER OF STRUCTURE.



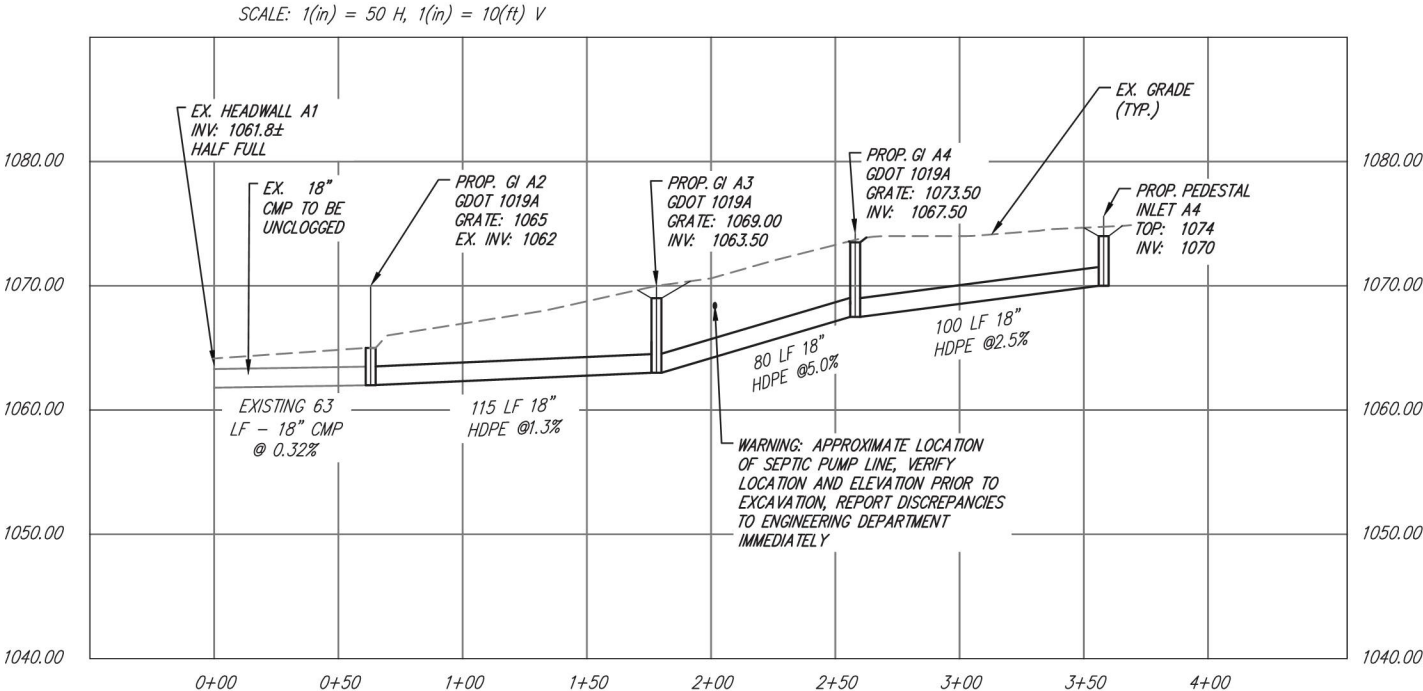
CHEROKEE COUNTY
ENGINEERING DEPARTMENT
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077
Fax 678-493-6088
www.cherokee.ga.gov

CARISON COURT
DRAINAGE
IMPROVEMENTS

DRAWN BY:	BLM
CHECKED BY:	GEM
DATE:	03/09/21
SCALE:	AS NOTED
LAND LOTS:	482/483
DISTRICT:	15
SECTION:	2

REV#	DATE	DESCRIPTION
1	03/23/21	PER LOT 3 PROPERTY OWNER

SHEET NO.	OF
3	3





PROCLAMATION - SAFE DIGGING MONTH

April 19, 2021

WHEREAS, thousands of times each year, the underground infrastructure in Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage and threat to public safety, and;

WHEREAS, in 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site, and:

WHEREAS, the Cherokee County Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System in an effort to reduce these damages, and;

WHEREAS, damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of the City of Holly Springs can save time, money and help keep our infrastructure safe and connected, and;

THEREFORE, I do hereby proclaim, on behalf of the City of Holly Springs, the month of April 2021 as Safe Digging Month and encourage contractors and homeowners throughout the City of Holly Springs to always call 811 before digging.

Safe digging is no accident!!

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
March 1, 2021

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Economic Development Director/Assistant City Clerk Erin Honea, Lt. Casey Barton, Lt. Mike Hales, Sgt. Sherron Conrad, Cpl. Mike Adams, Cpl. Naveed Babar, Cpl. Kyle Bunch, Cpl. Cori Hubeli, Ofc. Brandon Boyce, Ofc. Dustin Miller, and Ofc. April Van Alstine.

Mayor Miller called the Work Session to order.

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

No public comment.

Chief Carswell and Lt. Hales recognized the retirement of K-9 Officer Odan and Sgt. Rentz for his 29 years of service as a K-9 handler for the City of Holly Springs and Cherokee County.

No action taken.

Mayor Pro Tem Zenchuk made a motion to adjourn and enter into Executive Session for the purpose of Personnel. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs
City Council Work Session Meeting Minutes
March 15, 2021

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Finance Director Denise Lamazares, and Facilities Manager/Information Technology Manager Ron Carter.

Mayor Miller called the Work Session to order.

No public comments.

No action taken.

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

Meeting adjourned.

City of Holly Springs
City Council Work Session Meeting Minutes
March 15, 2021

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Finance Director Denise Lamazares, and Facilities Manager/Information Technology Manager Ron Carter.

Mayor Miller called the Business Meeting to order.

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

Mayor Pro Tem Zenchuk made a motion to add Items 10 – 13 to the Consent Agenda. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Consent Agenda

1. February 1, 2021 Council Work Session and Special Called Meeting Minutes
2. February 22, 2021 Council Work Session and Business Meeting Minutes
3. Donation of K-9 Officer Odan to Sgt. Sam Rentz
4. Donation of K-9 Officer Lexi to Evan Azaroff
5. A Sales Order dated 2/22/2021 from Duplicating Products for two (2) Savin IMC3000-SS-Color Laser Multifunction Printers for a forty-eight (48) month lease term
6. A forty-eight (48) month Lease Agreement for two (2) Savin IMC 3000 Finisher, PFU, Punch, Fax machines, not to exceed a monthly payment amount of \$281.38 between Great American Financial Services Corporation and the City of Holly Springs, Georgia
7. A State and Local Government Addendum between Great America Financial Services Corporation and the City of Holly Springs, Georgia
8. An invoice #17492 from Cowan Signs, Inc. for the construction of the southern City of Holly Springs Gateway Monument sign in an amount not to exceed \$20,409

9. A quote for appraisal fees from BM&K, PC for the Holly Springs Parkway Widening Project, Phase II, in an amount not to exceed \$30,700
10. A Right-of-Way Services Rate Sheet for the Holly Springs Parkway Widening Project, Ph. II, from BM&K, PC
11. A proposal from Foresite Group, Inc. for Roundabout Landscape Design in an amount not to exceed \$7,500 and authorize the Mayor to execute the document
12. A resolution to accept a loan from the Georgia Transportation Infrastructure Bank (GTIB) administered by the State Road and Tollway Authority (SRTA) and authorizing the City Manager and/or Finance Director to act in all matters pertaining to the City of Holly Springs' participation in the GTIB Loan administered by SRTA
13. A loan agreement between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority, and the City of Holly Springs, Georgia for the Holly Springs Parkway Widening Phase III project

Mayor Pro Tem Zenchuk made a motion to approve the March 15, 2021 Consent Agenda. Councilman Wilbur seconded the motion. Motion carried 5-0.

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

Mayor Pro Tem Zenchuk asked that everyone remember the family of Bill Brueggerman, a City resident and Navy veteran, who recently passed away.

Mayor Pro Tem Zenchuk made a motion to enter into Executive Session for the purposes of Litigation, Personnel, and Real Estate. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to return from Executive Session. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to amend the agenda to add discussion of A1 Contracting's request for relief from liquidated damages. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to retain \$50,000 in liquidated damages from A1 Contracting from the Palm Street Sidewalk and Drainage Improvement Project. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS PERMITTING THE INSTALLATION OF A “LITTLE FREE LIBRARY” ON PUBLIC PROPERTY

WHEREAS, City residents Eli Reits and his family addressed Council on April 12, 2021 asking for permission to install a Little Free Library at the park inside Taylor’s Farm subdivision as part of a Boy Scout service project; and

WHEREAS, the Council believes in improving the literacy of the residents of Holly Springs; and

WHEREAS, the exchange of books for children and adults through the Little Free Library encourages reading, thereby creating a sense of community, the sharing of ideas, skills, creativity, and wisdom across generations and brings communities together;

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

1. The Little Free Library shall not be placed within the public right-of-way
2. The Little Free Library shall be cemented into the ground
3. The location of installation shall be coordinated and approved by the City Manager
4. At the direction of the City Manager, the City of Holly Springs may remove or move the Little Free Library or any materials used to provide support
5. The City of Holly Springs bears no responsibility for the maintenance or upkeep of the Little Free Library with such responsibility resting on the Reits Family
6. The City of Holly Springs’ officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 19th day of April 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 15

This ADDENDUM to the AGREEMENT made and entered into 10/25/2017 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 NAME: Holly Springs Town Center (SEI Project #1076-17-210)

PROJECT UNDERSTANDING:

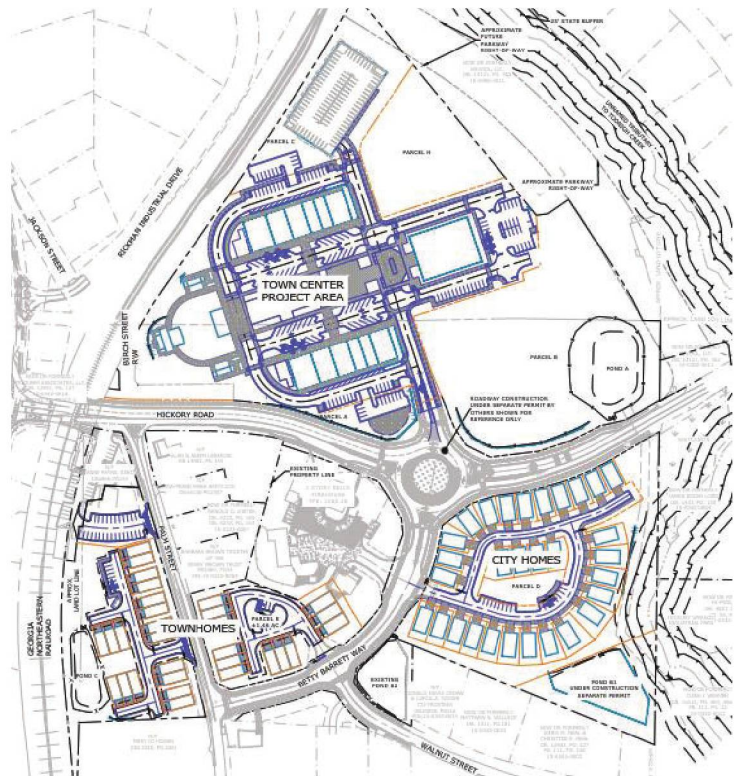
EXHIBIT SURVEY AREA

SCOPE OF SERVICES:

Task 76 – Permit Revision and Updated Construction Set:

SEI will provide an updated construction plan set for the Holly Springs TownCenter and supporting residential nodes, which can be used for new contractor bids and a permit revision. The following are included and anticipated:

- Utility revisions in the TownCenter, amphitheater, and residential areas.
- Sidewalk revisions around retail buildings and access updates.
- Parking lot revision adjacent to the parking deck, along with associated water supply and maintenance easement revisions.
- Integration of new hardscape backgrounds.
- Integration into current design software and modeling standards.
- Wall plan and profile revisions throughout the property assemblage.



- Supplemental surveying for updated topography in multiple areas of the project. Road and utility connections were a specific focus. Additionally, stream location to the east of the development was acquired to vet the buffer extents.
- Initial stream buffer encroachment exhibits.
- Enhanced erosion control BMP's.
- Including additional townhomes, removing some of the added units, and connection to Fire Department facility.

COMPENSATION:

Please initial all authorized tasks below:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
<i>Task 76 – Permit Revision and Updated Construction Set</i>	\$52,000	<i>Monthly, % Complete of Lump Sum</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 _____

Name (Typed) _____

Name (Typed) _____

TITLE _____

TITLE _____

DATE _____

DATE _____



SERVICE AGREEMENT

THIS AGREEMENT made this 24th day of May 2019, by and between Clementine Creative Agency, LLC, hereinafter referred to as "Clementine" and Holly Springs Town Center/City of Holly Springs, with an address at P.O. Box 990, Holly Springs GA 30142 hereinafter referred to as "Client."

WITNESSETH

WHEREAS, Clementine is in the business of providing marketing services as generally described on Schedule A attached hereto; and

WHEREAS, Client is desirous of contracting for Clementine's services;

NOW, THEREFORE, in consideration of the fees to be paid by Client to Clementine, to be paid and satisfied as hereinafter stated, and in further consideration of the promises, covenants, and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

1. SERVICES TO BE PERFORMED: The services to be performed by Clementine are described specifically in Schedule B attached hereto.
2. ADDITIONAL SERVICES: If Client needs any other services, other than those specifically described on Schedule B, which may or may not relate to the described services, Client and Clementine may make a new agreement to provide the other services.
3. COMPENSATION: Clementine's compensation will be determined by the specific services requested by Client. Clementine's charges for services rendered to Client shall be in accordance with the fee description in Schedule B Scope of Services attached hereto.
4. COSTS AND EXPENSES: Client will be billed for, and shall pay, all approved incidental costs and expenses (such as travel costs, new or stock photography, videography, media placements, printing, installation or other outside services associated with the creation and production of any program) reasonably incurred by Clementine in the performance of its services on Client's behalf.
5. INVOICING: All bills for Clementine's fees, costs, and expenses [which have not been prepaid] will be due within thirty (30) days of the date of receipt by Client.

6. RETURNED CHECKS: Client will be billed, and shall pay to Clementine, Fifty (\$50.00) Dollars for any checks returned unpaid for any reason. Additionally, until any returned check is made good, by the payment of cash, bank check, or money order, Clementine will perform no services for Client.

7. DURATION OF AGREEMENT: This Agreement shall become effective upon the date set forth above and shall continue on an annual basis until terminated as provided in this Agreement. This Agreement may be terminated by either party hereto at any time upon sixty (60) days written notice to the other party. Each party reserves the right to terminate this Agreement for any reason whatsoever.

8. CONFIDENTIAL INFORMATION: Clementine understands and acknowledges that by virtue of its relationship with Client, Clementine will acquire and be exposed to, have access to, make use of, and/or add to the Confidential Information of the Client.

The term "Confidential Information" means any information, not generally known to the public, such as trade secrets, methodologies, business processes, compilations of technical data, client or prospective client lists, information relating to the development or maintenance of client relationships and goodwill, names of suppliers, specifications, designs, business or marketing plans, forecasts, financial information, personnel information or lists, and other technical or business information.

The Confidential Information of the Client includes, without limitation, any Confidential Information relating in any manner to the business of the Client or to its respective customers, personnel (including partners, principals, members, officers, and employees), independent contractors, subcontractors, agents, vendors, suppliers or others with whom the Client does business.

Confidential Information does not include basic programming, accounting, auditing, tax, consulting or financial advisory know-how that is generally known and used within the Client's industry.

9. USE OF CONFIDENTIAL INFORMATION: Clementine agrees to hold in trust and confidence all Confidential Information of the Client and its customers during and after the term of this Agreement. Clementine will not disclose any such Confidential Information to anyone outside of the Client's company without prior written approval of an officer who is authorized to sign on behalf of the Client.

Upon termination of this Agreement:

- (i) Clementine will not use Confidential Information of the Client or any past, present, or prospective customers of the Client, whether in tangible or electronic form or committed to memory, for any purpose;
- (ii) Clementine will not retain or take any such Confidential Information in a tangible or electronic form; and
- (iii) Clementine will immediately deliver to Client any such Confidential Information in tangible or electronic form that Clementine may then or thereafter hold or control. The term

"tangible or electronic form" means on paper, computer disc, USB drive, website, and any other medium by which information may be stored or accessed.

10. **NON-LIABILITY:** Clementine agrees to provide conscientious, competent, and diligent services for all of its Clients. Clementine's services may include referrals to other businesses and professionals. Those other businesses and professionals are referred on the basis of their good reputation, and are expected to provide quality service. However, Clementine is not, and cannot be, liable or responsible for any unsatisfactory services provided by any company, agency, business, services, individual, or professional referred by Clementine. CLEMENTINE MAKES NO WARRANTY OR GUARANTEE, NEITHER EXPLICIT NOR IMPLIED, THAT ANY REFERRED BUSINESS, PROFESSIONAL, AGENCY, OR INDIVIDUAL WILL SATISFACTORILY PERFORM OR PROVIDE ITS CONTRACTED SERVICES. Although Clementine may suggest or refer a particular business or professional to Client, it is Client's sole responsibility to determine if that business or professional is satisfactory for Client's needs or purposes.

11. **LIMITATION OF LIABILITY:** THE LIABILITY OF CLEMENTINE, IF ANY, AS A RESULT OF THIS CONTRACT WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY CLIENT TO CLEMENTINE DURING THE PERIOD OF ONE (1) YEAR FROM THE DATE OF THIS CONTRACT. NEITHER PARTY WILL BE LIABLE FOR BREACH-OF-CONTRACT DAMAGES THAT THE BREACHING PARTY COULD NOT REASONABLY HAVE FORESEEN ON ENTRY INTO THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR LOSS OF PROFITS OF THE OTHER PARTY.

12. **ASSIGNMENT OF COPYRIGHT:** Until full payment has been made, Clementine retains ownership of all original work product or parts contained therein, whether preliminary or final. Upon full payment, the Client shall receive an assignment of all rights, title and interest (including, without limitation, all patent rights, service mark rights, trademark rights, copyrights, and all other intellectual property rights) in and to all final work product for which such payment has been made, to use, modify and distribute as it sees fit. Clementine retains the right to use the completed work product and any preliminary versions for the purpose of competitions, future publications, educational purposes, marketing materials, and portfolio unless expressly prohibited by Client at Client's sole discretion. Where applicable, the Client will be given any necessary credit for usage of the project elements.

13. **DISPUTES/CHOICE OF VENUE:** Any action seeking to enforce any provision of, or based upon any matter arising out of or in connection with, this Agreement may be brought in any state court located in the County of Cherokee, State of Georgia, or in the United States District Court, Northern District of Georgia, Atlanta Division, and each party hereto consents to the jurisdiction and venue of such court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum.

14. **INDEPENDENT CONTRACTOR:** Both Clementine and Client agree that the relationship created by this Agreement is that of Independent Contractor, and not that of employee and employer, and shall not be construed otherwise.

15. **NOTICES:** All notices necessary or desirable to be given hereunder shall be in writing and delivered in person, sent by certified mail (return receipt requested), sent by overnight delivery, or sent by email if to Clementine, addressed at:

Clementine Creative Agency, LLC
123 Church Street, Suite 100
Marietta, GA 30060
jennifer@clementinecreativeagency.com

and if to Client, addressed to Client at:

Holly Springs Town Center | City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Any notice in accordance with the foregoing shall be deemed to have been given when delivered in person, or, if mailed or emailed, on the day received or refused by the intended recipient.

16. **LEGAL FEES:** In the event of any lawsuit between the parties to this Agreement to settle issues arising hereunder, the prevailing party shall recover judgment against the other party for reasonable attorney's fees.

17. **INABILITY TO PERFORM:** This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If Clementine's performance under this Agreement is prevented by any cause of force majeure, then Clementine's failure to perform shall not constitute a breach of this Agreement. Under these circumstances, Clementine shall refund any payments made by Client for services not provided by Clementine.

18. **APPLICABLE LAW:** The interpretation, construction and enforcement of this Agreement shall be in accordance with the laws of the State of Georgia.

19. **AMENDMENTS:** Any changes or amendments to this Agreement must be made in writing and signed by the parties hereto.

20. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successor and permitted assigns.

21. EFFECT OF PARTIAL INVALIDITY: The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the Parties agree that the remaining provisions shall be deemed in effect.

22. ENTIRE AGREEMENT: This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties between the parties other than those set forth or provided for herein.

23. SIGNATURES: This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

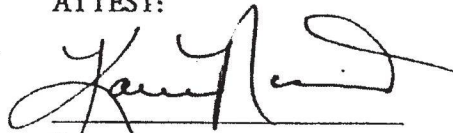
CLEMENTINE CREATIVE
AGENCY, LLC:


By: Jennifer Nilsson

HOLLY SPRINGS:


By: Steven W. Miller, Mayor

ATTEST:


By:

SCHEDULE A



Overview of Services

Clementine Creative Agency is a full-service marketing and communications firm serving a variety of client needs. Combining comprehensive expertise with the flexibility, creativity and client focus of a small boutique, Clementine Creative offers a complete suite of marketing, advertising and design services including:

Marketing Strategy and Planning

- Strategic Marketing Planning, Campaign Architecture
- Promotion Planning
- Results Tracking and Analysis

Creative Services

- Brand Development, Positioning and Management
- Logo and Identity Packages
- Graphic Design for Print and Digital Media
- Copywriting, Web Content Generation
- Photography and Videography Projects

Communications

- Public Relations including Press Releases and Media Distributions
- Email and Direct Marketing Campaigns
- External and Internal Corporate Communications
- Event Planning and Publicity
- Web and Social Media Content Campaigns

Advertising and Media

- Integrated Media Planning, Media Buying
- Campaign Creative and Placement

Web and Search Marketing

- Website Design and Content Generation
- Site Content Maintenance and Updates
- Organic Search Engine Optimization
- Search Engine Marketing Campaign Design and Management
- Social Media Management and Content Curation

SCHEDULE B



Scope of Services for Holly Springs Town Center |

Monthly Services Retainer July 1, 2019 through December 31, 2019

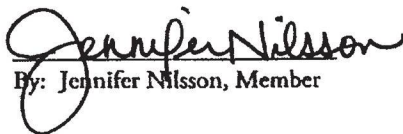
Clementine Creative Agency will provide comprehensive marketing support for Holly Springs Town Center brand development as outlined in proposal to include:

- Brand identity development and design
- Brand strategy development
- Website phase I "splash page" design and build
- Social media establishment and prep for rollout

Fee Description and Considerations

The monthly retainer fee for these services will be \$2250 per month. Fees include all billable time for planning, research, creative, design, implementation, installation, administrative and other time devoted exclusively to Client. Fees do not include additional expenses incurred in conjunction with any implementation such as travel costs, new or stock photography, media placements, printing, installation or other outside services associated with the creation and production of any program. Fee structure and/or scope of services subject to change through issuance and acceptance of an amended agreement subject to notification and other terms as specified in Service Agreement.

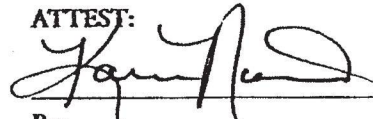
CLEMENTINE CREATIVE AGENCY, LLC


By: Jennifer Nilsson, Member

HOLLY SPRINGS:


By: Steven W. Miller, Mayor

ATTEST:


By:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL

WHEREAS, it has been determined that the City has no further use of these certain item;
and

WHEREAS, the City Council may determine that these items are surplus property; and

WHEREAS, the fair market value, if any, is determined for the surplus property and its disposal will be for the common benefit; and,

WHEREAS, the City Manager or his designee will oversee the sale or disposal of this item; and,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby approve the surplus and authorize the sale or disposal of the items described in attached Exhibit "A":

This Resolution is adopted this 19th day of April 2021.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

<u>Make</u>	<u>Description</u>
Utility Trailer	7' x 12' single axel utility trailer with wood floor

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle Identification Number</u>
2014	Dodge	Charger	2C3CDXAT4EH205993
2014	Dodge	Charger	2C3CDXAT9EH205990
2016	Dodge	Charger	2C3CDXAT7GH155822

Commercial Buildings& Doors, INC

5810 Powell Dr
Mableton, Ga 30126

Estimate

Date	Estimate #
3/30/2021	1493

Name / Address
City Of Holly Springs PO BOX 990 Holly Springs, Ga 30142

			Project
Description	Qty	Rate	Total
Labor to demo 120x100 metal building this is for taking all the sheets off the walls and the roof and we will demo the steel and reove all the structur down and clean all the insulation from the site and remove all the steel that is taken down and make sure everything is cleaned up.		21,000.00	21,000.00
materials for the sheets that will go back on the wall where the building is to stay		3,500.00	3,500.00
materials for the hat channel that will have to be put on the wall before the wall is sheeted		1,250.00	1,250.00
labor to install the hat channe and sheet the wall and install the trim back on the building		1,500.00	1,500.00
labor to cut the concrete back where we can sheet the wall properly and let the sheets dropped down 1 1/2 below the slab and jack hammer the concrete		1,800.00	1,800.00
labor to demo all the wood structure on the inside and clean everything up and put in dumpsters		1,200.00	1,200.00
equipment to demo all the structure on the inside of the building		2,500.00	2,500.00
dumpster to haul off all trash and debre		1,500.00	1,500.00
Please remit to above address.		Total	\$34,250.00

SUI



Subsurface Utility Investigations, LLC

Address: 898 Sweet Briar Trail
Conyers, Georgia 30094

E-mail: awhitten@SUIServices.com

Subsurface Utility Investigations, LLC

CLIENT INFORMATION

Name: Geosurvey LTD.
Contact: Craig Jennings
Address: 1660 Barnes Mill Rd.
Marietta, GA 30062
Phone: 770-795-9900
Email: cjennings@geosurvey.com

PROPOSAL INFORMATION

Date: 03/29/2021
Contact: Alex Whitten
Project Type: Potholing to expose utilities
for survey grade horizontal
and vertical locations. Level
"A" SUE
Project Location: Ronnell Road @ Holly
Springs parkway
Holly Springs, GA

PROPOSED SERVICES & PRICING

Services/lump sum estimate

Potholing and slot trenching at accessible locations over existing level "B" SUE data (horizontal location provided by us) for survey grade horizontal and vertical locations of any buried utilities within the proposed area.

\$ 1600/hole – depths greater than 9' See sheet 2

QL "B" utility designation (GPR and electromagnetic)

\$800

LUMP SUM PROJECT ESTIMATE:

\$10400 (6 holes greater than 9' in depth)

SCOPE OF WORK

AREA OF WORK:

The Excavation will take place throughout the site area (along Holly Springs parkway near the intersection with Ronnell Road) indicated by the attached document and the highlighted areas over the force main sewer line.

POTHOLING AT SPECIFIED LOCATIONS:

1. Subsurface Utility Investigations, LLC will perform minimally invasive vacuum excavation at the sites provided (attached in this proposal.) Subsurface Utility investigations, LLC will do a preliminary utility locate to obtain exact horizontal location of the force main at the excavation sites and throughout the site. We will also use GPR to verify target utilities before potholing, and if our methods indicate utilities deeper than the max depth of 17' we will notify the client for potential charges per foot deeper than 17' (\$100 per foot in depth greater than 17'). We will then pothole and/or slot trench to expose the force main in several spots as outlined by the client. These locations may change slightly due to site conditions and possible refusal by roots, rocks and other unforeseen obstructions.
2. Subsurface Utility Investigations, LLC will set offset hubs and stakes as the force main is exposed not exceed tolerances of .05 feet to the center of the top of the utility both vertically and horizontally. We will also document in a report - measurements, photos and visual inspection of the findings.
3. Subsurface Utility Investigations, LLC will backfill, and patch resurface all affected areas that were disturbed by Subsurface Utility Investigations, LLC back to suitable patch conditions. We can coordinate with the client for concrete and asphalt contractors to repair all hard surfaces back to the municipality/GDOT's standards.



Subsurface Utility Investigations, LLC

Address: 898 Sweet Briar Trail
Conyers, Georgia 30094

E-mail: awhitten@SUIServices.com

IT SHOULD BE UNDERSTOOD THAT SUBSURFACE UTILITY INVESTIGATIONS DOES NOT OWN EQUIPMENT CAPABLE OF FULL CONCRETE/PAVEMENT SURFACE REPAIR AND WE SUBCONTRACT THIS OUT IF NEEDED. USUALLY ALONG A ROUTE WHERE OPEN CUT WILL BE PERFORMED WITHIN 1 YEAR OF POTHOLING MOST MUNICIPALITIES/GDOT WILL ACCEPT PATCH REPAIR. THIS WILL NEED TO BE COORDINATED WITH THE MUNICIPALITY OR GDOT WHEN THE WORK IS TO BE PERFORMED

STANDARD CONTRACT TERMS AND CONDITIONS

For the purposes of this contract, CLIENT shall be defined as the person(s) signing this contract authorizing the work, all persons or business entities for whose benefit Subsurface Utility Investigations, LLC. services are rendered and all persons who will be personally responsible for payment for all services. Person(s) signing this contract guarantees in his individual capacities any monies due.

ACCESS TO SITE

Subsurface Utility Investigations, LLC staff will have access to the site for activities necessary for the performance of services. Including adequate staging of necessary equipment needed to perform our services. This will need to be coordinated with the site owner/representative

FEE

The total fee is a lump sum fee based on assumptions noted in the scope. Any revisions, changes, additions, or alterations requested by the CLIENT or his/her agents after acceptance of the scope of work shall be performed as an additional service. Subsurface Utility Investigations, LLC will prepare a contract amendment for the CLIENT's review and approval prior to Subsurface Utility Investigations, LLC proceeding.

BILLINGS AND PAYMENTS

Subsurface Utility Investigations, LLC will provide the CLIENT with an invoice of all work performed during the billing period. CLIENT must notify Subsurface Utility Investigations, LLC of billing disputes, in writing, within 10 days of receipt of bill. Failure to notify Subsurface Utility Investigations, LLC within the prescribed time frame constitutes acceptance of work and of the invoice.

SUI



Subsurface Utility Investigations, LLC

Address: 898 Sweet Briar Trail
Conyers, Georgia 30094

E-mail: awhitten@SUIServices.com

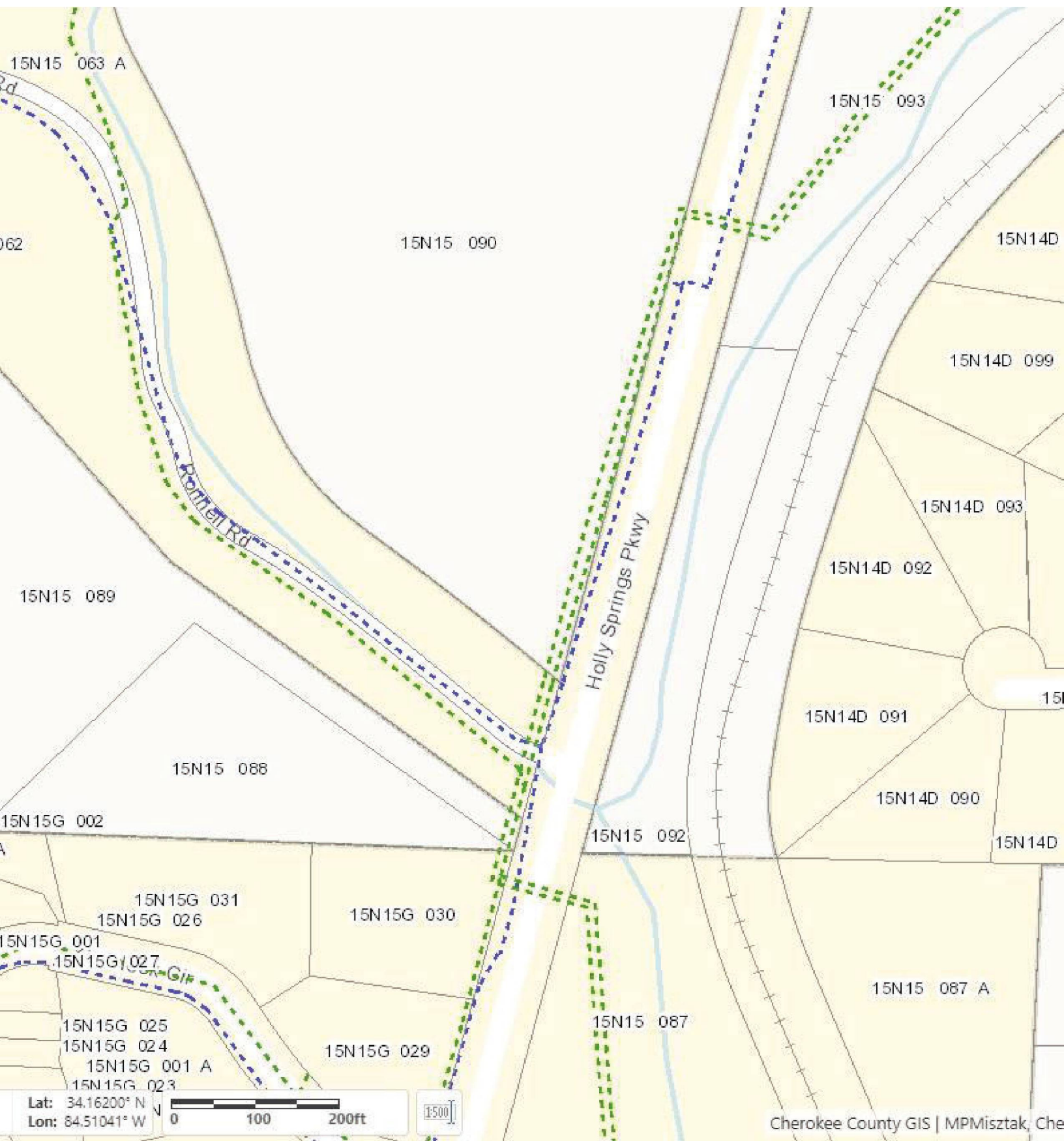
AUTHORIZATION

I hereby agree to the terms and conditions as stated on this document and hereby authorize Subsurface Utility Investigations, LLC to perform the above described work.

Client Signature Date

Alex Whitten Date

Feel free to contact us if you require further assistance or would like to request additional items. We look forward to working with you.



BK PG
6398 112

1,501 SQ. FT. PERMANENT EASEMENT
1,701 SQ. FT. CONSTRUCTION EASEMENT

130 L.F. PERMANENT EASEMENT
160 L.F. CONSTRUCTION EASEMENT

SKETCH OF PROPOSED EASEMENT
AS REQUIRED BY:

CHEROKEE COUNTY
WATER & SEWERAGE AUTHORITY

LOCATED IN LAND LOT(S):

44B

15th DISTRICT, 2nd SECTION

CHEROKEE COUNTY, GEORGIA

SCALE: 1" = 50' DATED: FEB. 2003
PROJECT NO. 07-518 SHEET NO. 34

THROUGH THE PROPERTY OF:

MRS. LIZZIE MAE ELLIOTT

Welker & Associates, Inc.

Engineers Since 1945

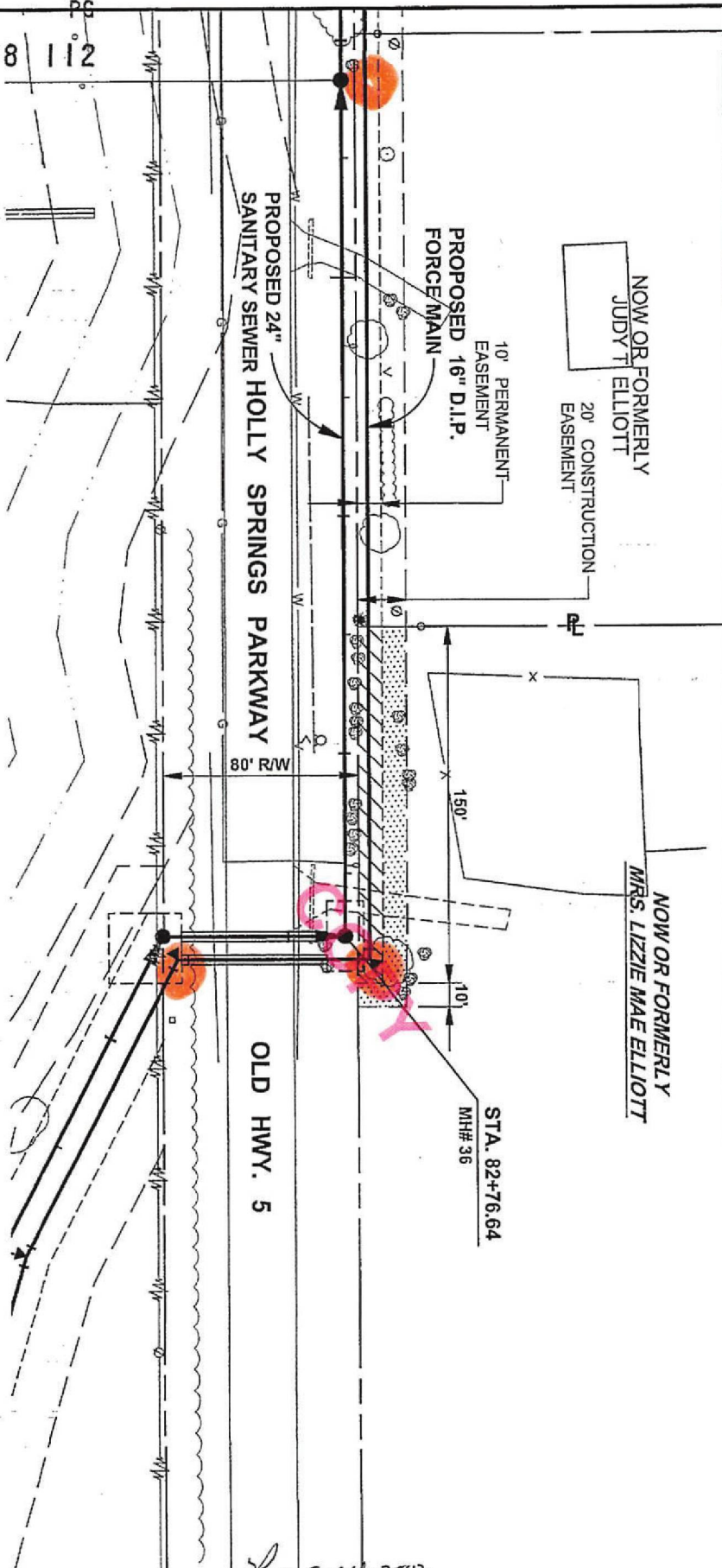
445 N. Georgia Street
Marietta, Georgia 30060
Phone: (770) 422-1992



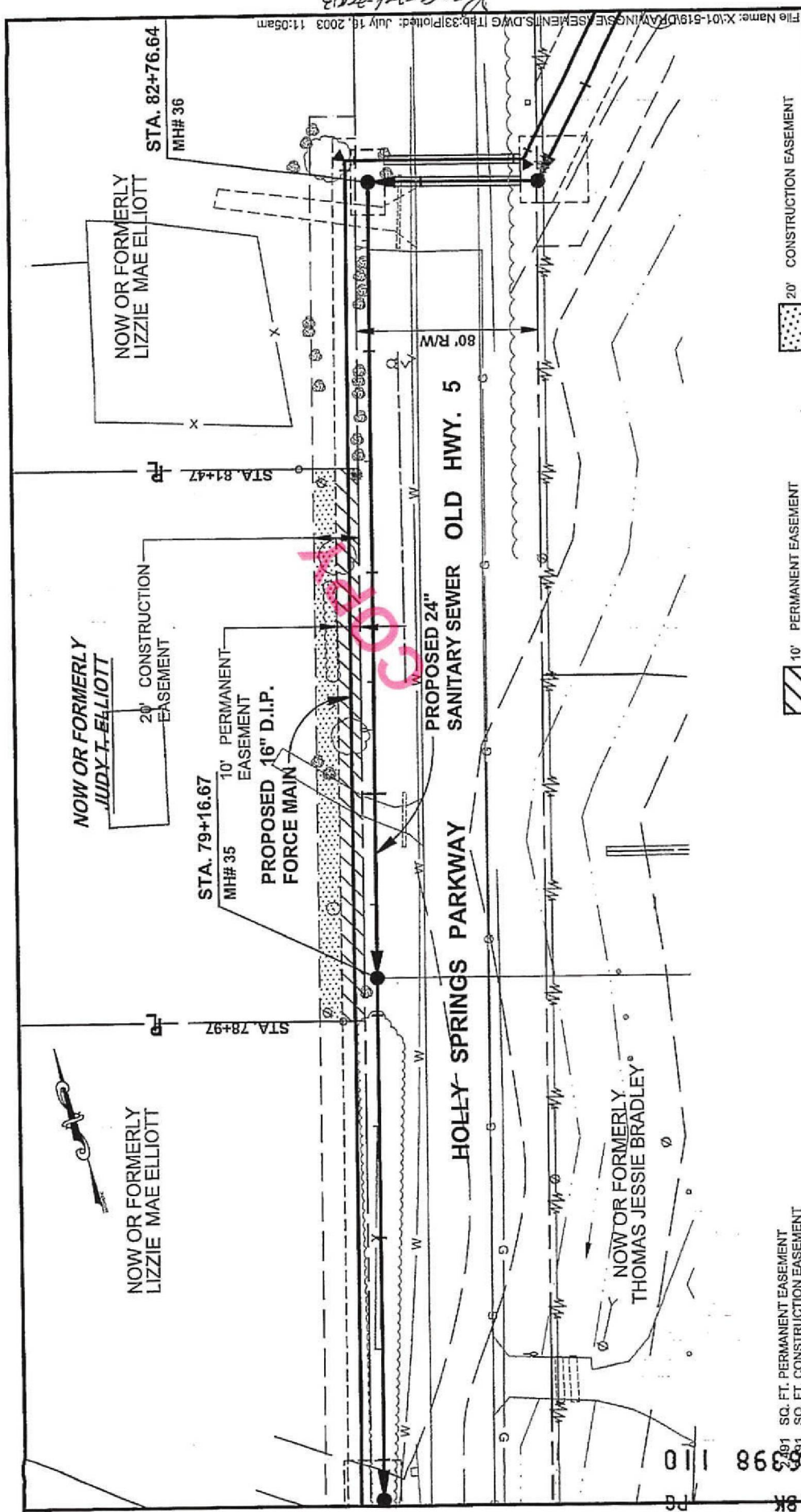
10' PERMANENT EASEMENT



20' CONSTRUCTION EASEMENT



Rec 9-24-2003



250 L.F. PERMANENT EASEMENT

250 L.F. CONSTRUCTION EASEMENT

SKETCH OF PROPOSED EASEMENT AS REQUIRED BY:

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

LOCATED IN LAND LOT(S):

15th DISTRICT, 2nd SECTION

CHEROKEE COUNTY, GEORGIA

SCALE: 1" = 50' DATED: FEB. 2003

PROJECT NO. 01-519 SHEET NO. 33

THROUGH THE PROPERTY OF:

JUDY T. ELLIOTT

20' CONSTRUCTION EASEMENT

10' PERMANENT EASEMENT

File Name: X:\01-519\DRAWINGS\SEWER\SS.DWG 11b:33 Plotted: July 19, 2003 11:05am

Welker & Associates, Inc.

Engineers Since 1945

445 Margat Street
Mableton, Georgia 30156
Phone: (770) 422-1002

BK

6398

2,665 SQ. FT. PERMANENT EASEMENT
2,523 SQ. FT. CONSTRUCTION EASEMENT

257 L.F. PERMANENT EASEMENT
257 L.F. CONSTRUCTION EASEMENT

SKETCH OF PROPOSED EASEMENT
AS REQUIRED BY:

CHEROKEE COUNTY
WATER & SEWERAGE AUTHORITY

LOCATED IN LAND LOT(S):

448

15th DISTRICT, 2nd SECTION
CHEROKEE COUNTY, GEORGIA

SCALE: 1" = 50'
DATED: FEB. 2003

PROJECT NO. 01-519 SHEET NO. 32A

THROUGH THE PROPERTY OF:

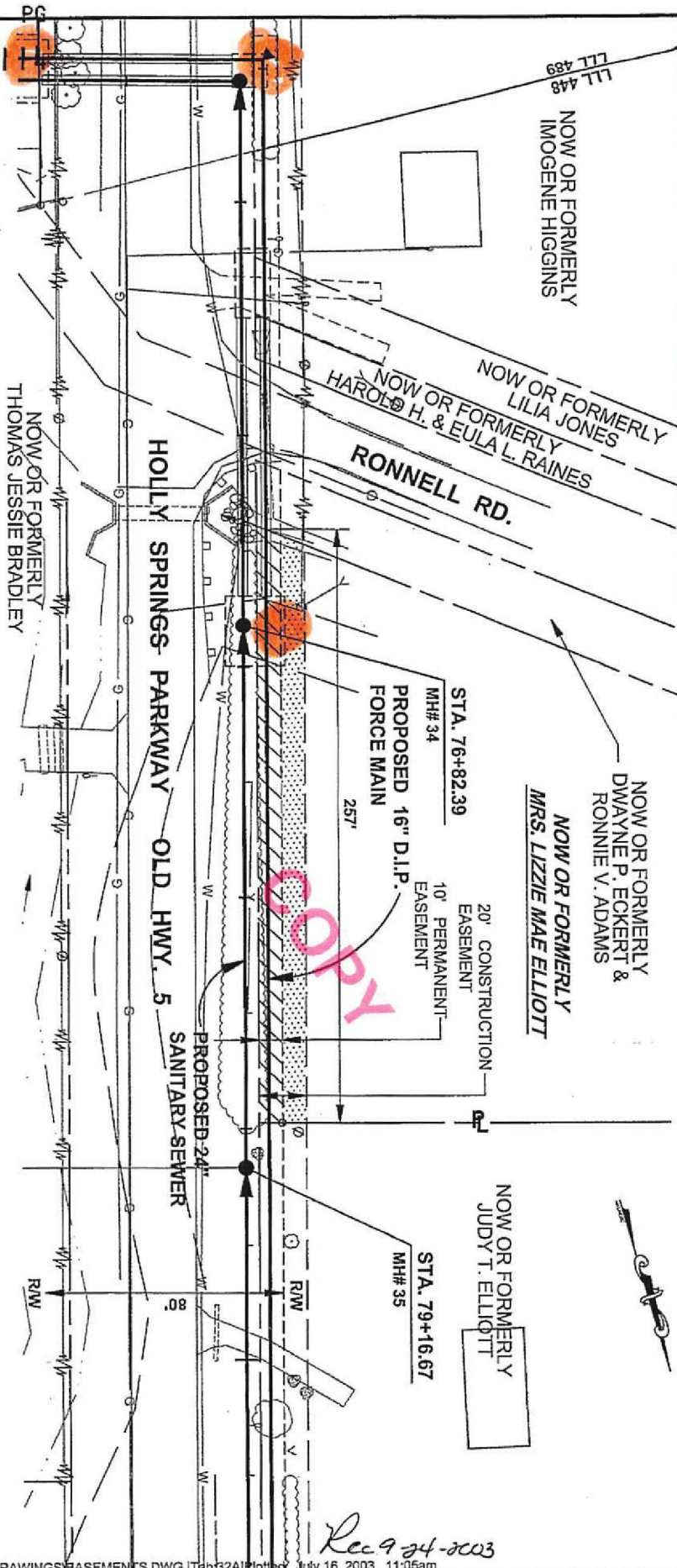
MRS. LIZZIE MAE ELLIOTT

Welker & Associates, Inc.

Engineers Since 1945
445 Marietta Street
Marietta, Georgia 30060
Phone: (770) 422-1902

10' PERMANENT EASEMENT

20' CONSTRUCTION EASEMENT





Estimate

2766 Holly Springs Pkwy
Canton, GA 30115
770-213-7250

DATE: March 25, 2021
Estimate# City Hall Lobby

ESTIMATE TITLE: Ron Carter
Property Address: Holly Springs

DESCRIPTION	AMOUNT
Remove & Install 2 formica countertops 6' 1" long x 18" wide	\$ 10,650.00
Remove & Install 2 transaction drawers 12" tall x 24" wide x 18" deep	
Remove & Install 2 microphone/speaker systems	
Install 1 piece instiutional glass 73" wide x 38 1/8" tall	

*Includes Labor & Materials

SUBTOTAL	\$ 10,650.00
TOTAL	\$ 10,650.00

Please make checks payable to Halo
Restorations & Construction, LLC. For further
assistance please call us at 770-213-7250

THANK YOU FOR YOUR BUSINESS!



Estimate

2766 Holly Springs Pkwy
Canton, GA 30115
770-213-7250

DATE: March 25, 2021
Estimate# Courthouse Lobby

ESTIMATE TITLE: Ron Carter
Property Address: Holly Springs

DESCRIPTION	AMOUNT
Tear out existing glass and replace with 114 x 44 one piece glass (solid, clear, laminated)	\$ 27,500.00
Tear out existing inside and outside countertops & install new formica	
Remove existing audio and replace	
Frame in for one solid window at check-in station (24x44)	
Install 120 x 23 fromica (office side)	
Install 114 x 16 formica (lobby side)	
Install 2 new teller drawers 16"x 5"	
Install small piece of glass on side of office 24x44"	

*Includes Labor & Materials

SUBTOTAL	\$ 27,500.00
TOTAL	\$ 27,500.00

Please make checks payable to Halo
Restorations & Construction, LLC. For further
assistance please call us at 770-213-7250

THANK YOU FOR YOUR BUSINESS!



Estimate

2766 Holly Springs Pkwy
Canton, GA 30115
770-213-7250

DATE: March 25, 2021
Estimate# Evidence Room

ESTIMATE TITLE: Ron Carter
Property Address: Holly Springs

DESCRIPTION	AMOUNT
Build custom fence in evidence room from ground to metal ceiling joist. 77" wide x 141" tall. ADA compliant Door which will support swipe card access.	\$ 12,500.00
Install fence door with locking mechanism	
cut in for commercial grade exhaust fan 12x12	
Install commercial grade exhaust fans with each having its own dedicated breaker. Anchor it to exterior of the building 160" up centered between 2 exterior windows.	

*Includes Labor & Materials

SUBTOTAL	\$ 12,500.00
TOTAL	\$ 12,500.00

Please make checks payable to Halo Restorations & Construction, LLC. For further assistance please call us at 770-213-7250

THANK YOU FOR YOUR BUSINESS!



11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078
P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
3/26/2021	PWCQ17895
Quote valid for 30 days.	

Bill To:	Site/End User:	Ship To:
City of Holly Springs Ron Carter 3237 Holly Springs Pkwy Holly Springs, Georgia 30115 P: 770-721-7505 F: rcarter@hollyspringsga.us	J B Owens Park Ron Carter 2699 Hickory Rd Holly Springs, Georgia 30115 P: 770-721-7505 F: rcarter@hollyspringsga.us	City of Holly Springs Ron Carter 3237 Holly Springs Pkwy Holly Springs, Georgia 30115 P: 770-721-7505 F: rcarter@hollyspringsga.us

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
1	CH-Custom	"Challenger" Series (3.5" Structural Uprights) *Structure #: 21-4979 Additional shade and posts for existing equipment at J B Owens Park	\$18,557.00	\$18,557.00
1	Install-EQ	Installation of 5 shade canopy's as shown in drawing 21-4979A Retro fit existing structures with Triangle Shade system. Removal of (3)existing playground support posts. Requires removal of all attached components. Replace these posts with new posts. Installation of (10) new support posts for shade systems as described below. Installation of (5) Triangle Shade systems as shown in drawing Disposal of extracted materials. Requires two trips Some site disruption can be expected due to construction traffic. Site repair is limited to cleaning up and raking out disturbed area. Finish landscaping is not figured in price. Unless otherwise noted, a disposal container/area will be provided by customer for disposal of debris such as packaging.	\$12,600.00	\$12,600.00

Qty	Item #	Description	Unit Price	Ext. Price
			SubTotal	\$31,157.00
			Tax Rate	0.00 %
			Sales Tax	\$0.00
			Shipping	\$2,309.33
			Total	\$33,466.33

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:

Playworld Preferred

Attn: Signed Quote

11515 Vanstory Drive

Suite 100

Huntersville, NC 28078





J B Owens Park
 Holly Springs, GA

21-4979A.PWC

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Dark Brown	Green	Beige-Forest Green	Brown
Lime	Brownstone	Forest Green-Sand	
	Dark Brown	Cobalt-Sand	
	Lime	ROPE	
		Red	



J B Owens Park

Holly Springs, GA

21-4979A.PWC

Sales Representative



Equipment Manufacturer





J B Owens Park

Holly Springs, GA

21-4979A.PWC

Sales Representative



Equipment Manufacturer



J B Owens Park

Design Number: 21-4979A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0058	3.5in OD x 172in STEEL POST W/RIVETED CAP	1
2	ZZCH0068	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	2
3	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	1
4	ZZPM0036	5in OD X 144in STEEL POST W/ RIVETED CAP	4
5	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	1
6	ZZPM0056	5in OD X 168in STEEL POST W/ RIVETED CAP	4
Roofs & Arches			
7	ZZCH9698	16ft SHADE CANOPY	5
Additional Tool & Maintenance Kits			
8	ZZUN1471	INSTALLER HARDWARE KIT	1
9	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
10	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
11	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	1

J B Owens Park

Design Number: 21-4979A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0058	1	3.5in OD x 172in STEEL POST W/RIVETED CAP	Certified	52.01			73	0	1.00	0.13	0
2	ZZCH0068	2	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	Certified	114.22			155	0	2.00	0.25	0
3	ZZPM0026	1	5in OD X 132in STEEL POST W/ RIVETED CAP	Certified	74.21			108	0	1.00	0.12	0
4	ZZPM0036	4	5in OD X 144in STEEL POST W/ RIVETED CAP	Certified	323.64			470	0	4.00	0.52	0
5	ZZPM0046	1	5in OD X 156in STEEL POST W/ RIVETED CAP	Certified	87.71			126	0	1.00	0.13	0
6	ZZPM0056	4	5in OD X 168in STEEL POST W/ RIVETED CAP	Certified	370.04			542	0	4.00	0.52	0
7	ZZCH9698	5	16ft SHADE CANOPY	N/A	361.50			7,104	0	7.50	0.00	0
8	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A				57				
9	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
10	ZZXX0678	1	LABEL KIT- COMPOSITE STRUCTURE - ASTM	N/A	0.04			TBD	0	0.08	0.00	0
11	ZZXXGNGUIC	1	GENERAL INSTALLERS GUIDE	N/A				1				
Totals:					1,383.37	257	526	8,725	0	20.58	1.66	0
					622.52 Kg	116 Kg	237 Kg	9 Metric Tons			1.26 m3	



J B Owens Park

Design Number: 21-4979A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref.	Unit	Total	Pre-Consumer	Post-Consumer	CO2e		Install	Concrete	Active
No. Part No.	ASTM Status	Weight (lbs)	Recycled (lbs)	Content (lbs)	Footprint (kgs)	Users	Hours	(Yds3)	Play Events
 ASTM F1487									
The lay-out for this custom playscape, design number 21-4979A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org . In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.									
 2010 ADA Standards for Accessible Design									
The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.									
 Installation Times									
Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]									
 Carbon Footprint									
The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.									
 Pre-Consumer Recycle Content									
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.									
 Post-Consumer Recycle Content									
A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.									
** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.									



AN ORDINANCE TO ADOPT THE OFFICIAL ZONING MAP OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Council of the City of Holly Springs hereby ordains that:

Section 1. The Official Zoning Map of the City of Holly Springs, dated April 19, 2021 and attached to this ordinance, presented for public hearing at the March 11, 2021 Holly Springs Planning Commission meeting, recommended for approval by the Holly Springs Planning Commission at its March 11, 2021 meeting, and reviewed by Holly Springs City Council at its April 12, 2021 Work Session, be adopted in its entirety.

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 he 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 Council.

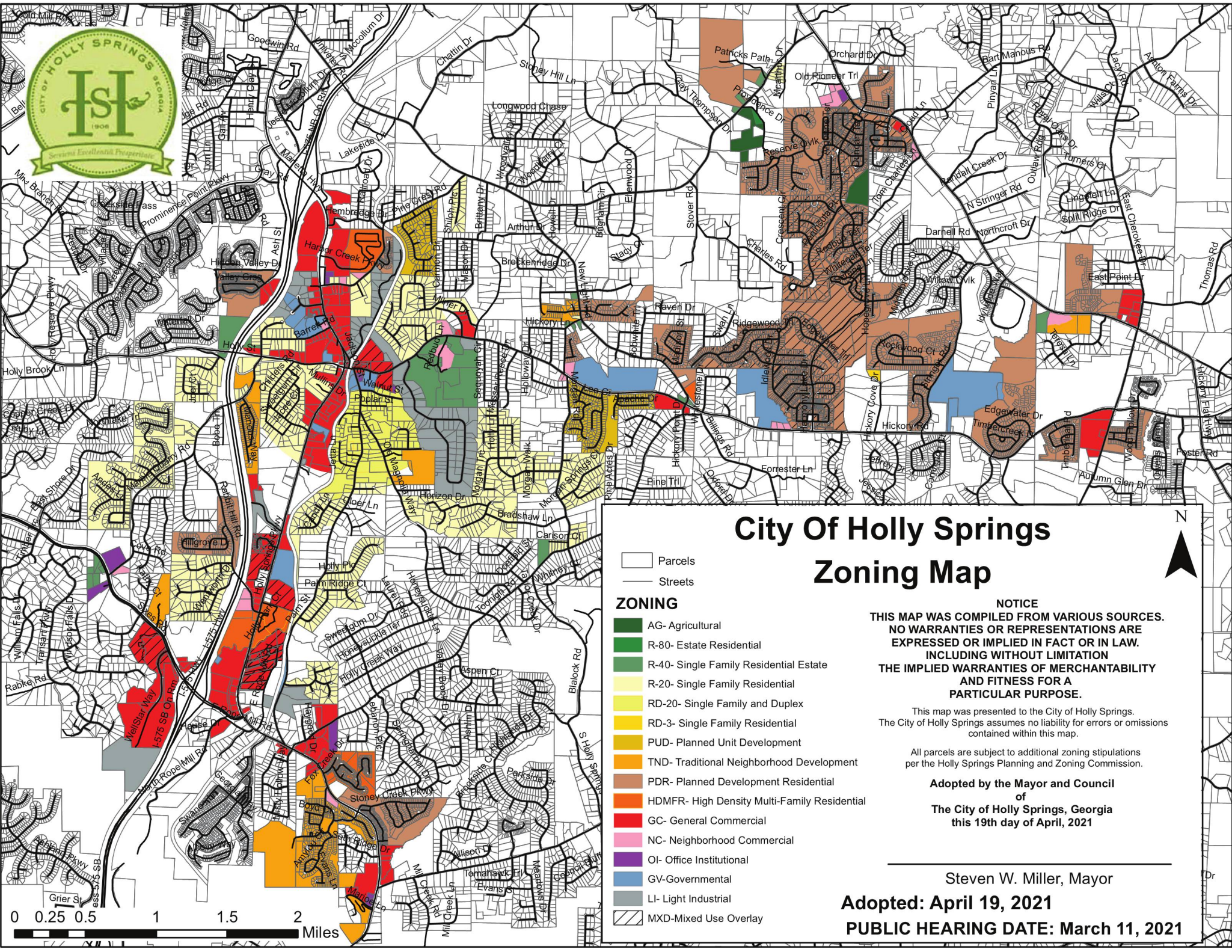
SO ORDAINED, this 19th day of April, 2021.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
Seal:



City Of Holly Springs Zoning Map

- Parcels
Streets
- 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

NOTICE
THIS MAP WAS COMPILED FROM VARIOUS SOURCES.
NO WARRANTIES OR REPRESENTATIONS ARE
EXPRESSED OR IMPLIED IN FACT OR IN LAW.
INCLUDING WITHOUT LIMITATION
THE IMPLIED WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A
PARTICULAR PURPOSE.

This map was presented to the City of Holly Springs.
The City of Holly Springs assumes no liability for errors or omissions
contained within this map.

All parcels are subject to additional zoning stipulations
per the Holly Springs Planning and Zoning Commission.

**Adopted by the Mayor and Council
of
The City of Holly Springs, Georgia
this 19th day of April, 2021**

Steven W. Miller, Mayor

Adopted: April 19, 2021

PUBLIC HEARING DATE: March 11, 2021

DESIGN WAIVER ORDINANCE

An ordinance to approve a design waiver application in the City of Holly Springs, Georgia, concerning 1.18+/- acres, identified as tax parcel 001 of tax plat 15N20G, Land Lot 388 of the 15th District of Cherokee County;

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Warren Mongillo, requesting a design waiver to Section 19.12-5.13.i of the Design Guidelines for Model Zoning Districts in the South Commercial Village of Harmony on the Lakes Subdivision, to permit single family residential to be an allowed use within this model zoning district; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for design waiver in the City of Holly Springs, concerning 1.18+/- acres, identified as tax parcel 001 of tax plat 15N20G, Land Lot 388 of the 15th District of Cherokee County, requesting a design waiver from Section 19.12-5.13.i of the Design Guidelines for Model Zoning Districts in the South Commercial Village of Harmony on the Lakes Subdivision, to permit single family residential to be an allowed use within this model zoning district is hereby approved; and

Section 2

The approval of this application for design waiver has the following stipulations attached:

1. All single-family residential development within this section of the South Commercial Village will conform to the development standards of the Garden Row Neighborhood development as denoted in Section 19.12-5.11 of the Holly Springs Zoning Ordinance and shall be consistent with the architectural style of the homes constructed in Phase 3 of the Garden Row section of Harmony on the Lakes subdivision.
2. Development of this property shall include the installation of a rear loaded alley way to be connected to the existing alley way consistent with the development regulations with appropriate screening of the alley as viewed from Hickory Road. Builder/developer shall be required to install screening vegetation of like size and species as currently installed and along the Hickory Road frontage of Phase 3 of Garden Row prior to any building permit

being issued. Screening/landscaping plan shall be approved by the Community Development Director and the City Arborist.

3. The area, if any, south and west of the new alley shall have Bermuda sod and irrigation installed similar to that which currently exists in Garden Row Phase 3 and shall be dedicated for greenspace.
4. Alley ways and greenspace shall be dedicated to HOTL@HSCA, Inc via quit claim deed and amendment to existing declarations and CC&Rs.
5. The existing alleys shall not be used as parking for construction vehicles, nor shall vehicles over 6 wheels shall be allowed.
6. No development permits shall be issued prior to the agreement, between the Harmony on the Lakes Home Owners Association and the property owner, removing the Montessori School use restriction has been approved and recorded.

Section 3

This ordinance shall become effective April 19, 2021, upon approval by Mayor and City Council.

Section 4

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 19th day of April, 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: DW-01-2021, applicant requests a design waiver from the requirements of Article 19: Design Guidelines for Model Zoning Districts for property located at South Village Square, Holly Springs, GA, tax parcel 001 of tax plat 15N20G

DATE: April 7, 2021

COUNCIL MEETING DATE: April 12, 2021

RECOMMENDATION

Applicant, Warren Mongillo, is applying for a design waiver to allow single family residential development on the last remaining lot of the south commercial village in Harmony on the Lakes Subdivision. It is located on the western end of South Village Avenue, parcel 002, tax plat 15N20G. The other sections of the south commercial village were converted to single family residential in 2013 and 2015. The applicant proposes to construct three homes on the property. The proposed site plan is attached.

Although the design guidelines for this section of Harmony permits mixed use developments, single family residential is not allowed without a design waiver. As noted in Article 19, Design Guidelines for Model Zoning Districts, Section 19.12-5.13(i) states:

Residential Component: Should a residential component be proposed for a site in this village, it must be part of a self-contained and combined mixed-use structure (ex. lofts over commercial). No standalone residential structures are permitted in this village. Multi-family is not a permitted use.

Although the Planning Commission generally makes decisions on design waivers, since the proposed use is one that is specifically not permitted in the model zoning district, this decision must be approved through City Council. Planning Commission will make a recommendation for this application.

Analysis

Article 19, Section 19.5-4, creates a framework for evaluating this request. In considering a waiver request, the Planning & Zoning Commission shall make any decision based on the following physical considerations:

- (a) the waiver is reasonable in light of the project's size, location, layout, topography, or other geographic feature;

The request is reasonable with surrounding development consisting of similar style. Topography and other geographic features are not relevant to this request.

- (b) the waiver will not result in any adverse impact on other properties in the applicable model zoning district; and

Although this property was designated for commercial or mixed use, it has not developed in that manner. In addition, no developments in the general area have developed commercially to support keeping the options open for this property to be developed with commercial or mixed use.

- (c) the waiver will not result in any adverse impact on the City's application of the design guidelines to other properties in the applicable model-zoning district.

The granting of this waiver should not adversely impact the City's application of the overlay district requirements. Surrounding development is similar in style.

The applicant has also responded to the above considerations—see attached application.

Planning Commission Recommendation

Planning Commission conducted a public hearing on March 11, 2021. No public comments were made. Planning Commission voted to recommend **APPROVAL** of the Design Waiver request (4-0).

Staff Recommendation

Staff recommends **APPROVAL** of the design waiver request to allow single family detached dwellings to be constructed with the following stipulations:

1. All single-family residential development within this section of the South Commercial Village will conform to the development standards of the Garden Row Neighborhood development as denoted in Section 19.12-5.11 of the Holly Springs Zoning Ordinance and shall be consistent with the architectural style of the homes constructed in Phase 3 of the Garden Row section of Harmony on the Lakes subdivision.
2. Development of this property shall include the installation of a rear loaded alley way to be connected to the existing alley way consistent with the development regulations with appropriate screening of the alley as viewed from Hickory Road. Builder/developer shall be required to install screening vegetation of like size and species as currently installed and along the Hickory Road frontage of Phase 3 of Garden Row prior to any building permit being issued. Screening/landscaping plan shall be approved by the Community Development Director and the City Arborist.
3. The area, if any, south and west of the new alley shall have Bermuda sod and irrigation installed similar to that which currently exists in Garden Row Phase 3 and shall be dedicated for greenspace.
4. Alley ways and greenspace shall be dedicated to HOTL@HSCA, Inc via quit claim deed and amendment to existing declarations and CC&Rs.
5. The existing alleys shall not be used as parking for construction vehicles, nor shall vehicles over 6 wheels shall be allowed.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

DW-01-2021 Location Map Design Waiver

Holly_Springs_Zoning_2020

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

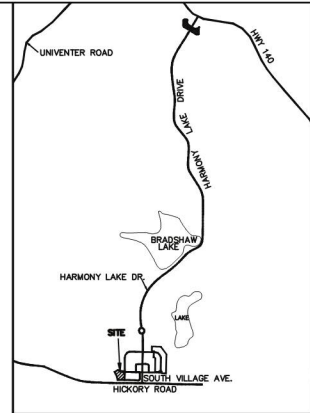
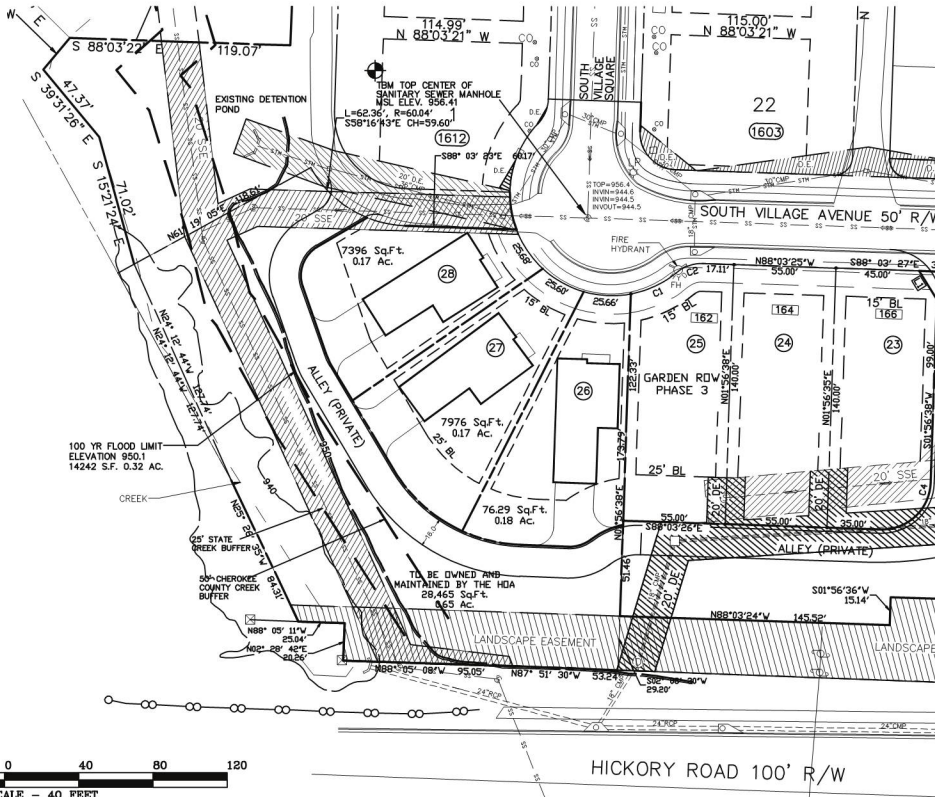


125 62.5 0 125 Feet



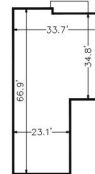
NORTH FROM STATE PLAIN
COORD. OBTAINED BY GPS

GARDEN ROW
PHASE FOUR
at
HARMONY ON THE LAKES
CONCEPTUAL PLAN
FOR
A MIXED USE DEVELOPMENT
ZONED MIXED USE CONDITIONAL
ZONING CASE # MA -02-03



GARDEN ROW PHASE 4 AREA = 1.18 ACRES	
100 YR FLOOD PLAIN AREA = 0.32 ACRES	
TOTAL NO. OF LOTS = 3 RESIDENTIAL	
DENSITY / YIELD = 3.48 LOTS PER ACRE RESIDENTIAL	
PRESENT ZONING: MIXED USE CONDITIONAL (MA-02-03)	
MIN. FRONT YARD = 15'	
MIN. SIDE YARD = 3.5 / 12' BUILDING SEPARATION	
MIN. REAR YARD = 25'	
MIN. LOT SIZE = 0.17 AC AVERAGE LOT SIZE = 0.17 AC	

OWNER
INDERJIT N. WASSAN
2114 McFARLIN LN.
MILTON GA 30004
15N20G 001



TYPICAL UNIT



CONCEPTUAL PLAN FOR:
GARDEN ROW PHASE FOUR
AT
HARMONY ON THE LAKES
LAND LOTS 388, 15TH DIST. 2ND SECT.
CHEROKEE CO. CITY OF HOLLY SPRINGS GEORGIA

JOB NO.	2021-22
DRAWN BY	MV
CHECKED BY	EV
DATE	03/10/21
SCALE	1"=40'

KV KREWSON • VICKREY
ENGINEERS & LAND SURVEYORS
P.O. BOX 859
MILTON, GA 30004-0859
(770) 481-8953 Fax (770) 487-4363

REVISIONS	DATE

SHEET NO.

SHEET
1 of 1



DESIGN WAIVER APPLICATION

Application DW- 01-2021

Hearing Date _____

Date of Application Dec 29/20

Applicant WARREN MORGILL

Owner Inderjit Nandhra-Wassan
(If other than Applicant)

Address _____

Address _____

Zip Code _____ Phone _____

Zip Code _____ Phone _____

Email: _____

Email: _____

Signature [Signature]

Signature [Signature]

Address/Location of Property _____

15N206001

Description of Design Waiver Requested

LOT 388 OF THE 15TH DISTRICT
2ND SECTION OF CHEROKEE COUNTY.

Justification/Reason for Request

Need Zoning to Be
CONSISTANT WITH CURRENT ZONING TO
MAXIMIZE DENSITY ON EXISTING PROPERTY

***** Attach additional sheets as needed *****

The following information must be attached to completed application:

- ___ Warranty Deed
- ___ Tax Documentation
- ___ Survey Plat by Registered Surveyor
- ___ 3 copies of Site Development Plan by Registered Surveyor
- ___ Completed Attachment A
- ___ Completed SAVE form

Do Not Write Below Line

Planning Commission Decision

Approved _____

Denied _____

Stipulations _____

Attachment A

In considering a waiver request, the Planning and Zoning Commission shall make any decision for approval based on specific criteria as listed below. Please respond to each with regards to the request for a waiver.

- 1) The waiver is reasonable in light of the project's size, location, layout, topography, or other geographic feature.

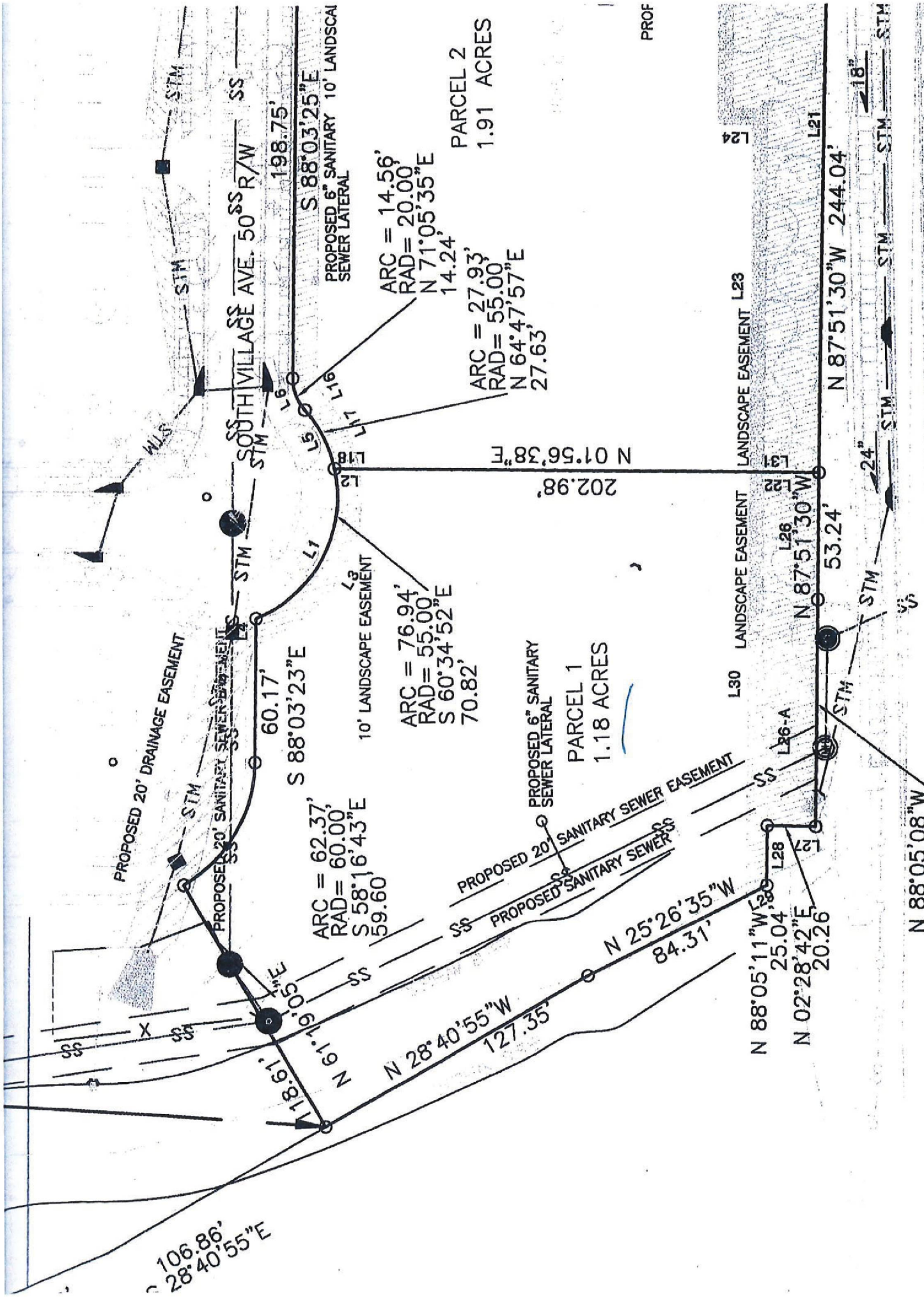
The projects size is similar to the existing structures on both sides of the property. The location is in harmony on the lake. Current usage single family & Attached Residential Dwellings. Topography lends it self to Residential occupancy with no unusual site work necessary for current usage.

- 2) The waiver will not result in any adverse impact on other properties in the applicable model zoning district.

The main usage of this property will be in compliant with existing zoning laws and will not impact any adjacent properties but will be built with similar materials and Archtital themes as in existing community.

- 3) The waiver will not result in any adverse impact on the City's application of the design guidelines to other properties in the applicable model-zoning district.

The waiver request will ask that Based on Current zoning for Building Pads that the subject PAD will have the MAXIMUM Allowable Density for Residential Construction. It will not have any impact on design guidelines on properties within zoning District.



PROF

HICKORY ROAD (100' R/W)

95.05'

After recording, return to: J. Randall Frost
P. O. Box 3280
Gainesville, GA 30503

STATE OF GEORGIA

COUNTY OF HALL

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 19th day of May, 2006, between HOLLY SPRINGS MACAULEY ONE, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor") andINDERJIT WASSAN andINDERJEET WASSAN (hereinafter collectively referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lot 388 of the 15th District, 2nd Section of Cherokee County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "B", which Exhibit is incorporated herein.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

HOLLY SPRINGS MACAULEY ONE, LLC,
a Georgia limited liability company

By: The Macauley Companies, Inc., its
Manager

By:
Title:

(CORPORATE SEAL)

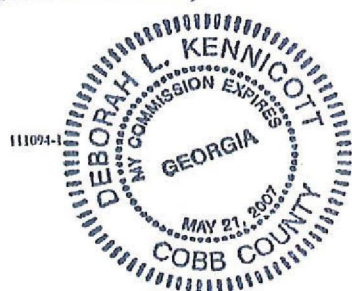


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 388 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as Parcel 1 on that certain Final Plat for Harmony on the Lakes Southside Village Phase 1 (Drawing No. 6 of 7), dated September 6, 2003, and last revised February 28, 2006, and recorded in Plat Book 90, Pages 123 through 123, Cherokee County, Georgia Records.

Together with and subject to covenants, easements, and restrictions of record.

TOGETHER WITH easement rights contained in the following:

- a. Declaration of Access and Utility Easements by Holly Springs Macauley One, LLC, dated April 21, 2003, recorded in Deed Book 6070, page 86, Cherokee County records; and
- b. Joint and Reciprocal Easement Agreement by and between Pullie Home Corporation and Holly Springs Macauley One, LLC, dated April 1, 2005, recorded in Deed Book 7817, page 157, aforesaid records.

COPY

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2006 and subsequent years not yet due and payable;
2. All licenses, easements and restrictions of record as of May 4, 2006;
3. Declaration of Covenants, Conditions and Restrictions for the Lakes at Holly Springs, dated April 21, 2003, recorded in Deed Book 6070, page 111, as amended, Cherokee County, Georgia Deed Records;
4. Declaration of Easements and Restrictions (South Village Commercial), dated April 12, 2006, recorded in Deed Book 8706, page 198, and Final Plat for Harmony on the Lakes Southside Village Phase I (Drawing No. 6 of 7), dated September 6, 2005, last revised February 28, 2006, and recorded in Plat Book 90, pages 123-129, aforesaid records;
5. All zoning, building and use laws, ordinances, rules and regulations of any governmental authority or quasi-governmental authority performing similar functions and having jurisdiction thereover;
6. All matters shown on any subdivision plat recorded, or to be recorded, with respect to the Property; and
7. Any state of facts, which a personal inspection and survey of the Property would show as of May 4, 2006.

(1109-1)

COPY

From: [Roger McIver](#)
To: [Indi Nandhra](#)
Cc: [Warren Mongillo](#)
Subject: Re: South side lot
Date: Friday, February 05, 2021 12:39:49 PM

Indi and Warren, per our telephone conversations earlier today, our Harmony On The Lakes at Holly Springs Community Association, Inc. supports single family development of the Wassan parcel. They are willing to waive the Restrictive "Montessori" Covenant to assist in seeing single family residences constructed there subject to your agreement to some recordable stipulations. They include:

The waiver is specific to this applicant, this builder/developer, and their retail buyers, and retail buyers assignees and or successors in title.

Project should be titled Garden Row phase 4 at Harmony on the Lakes at Holly Springs.

All plans shall be for single family residential units of architecture styles and net square footages equal to all existing homes built in Phase 3 of the Garden Row section of the HOTL South Village as previously approved by the Macauley Company.

All units shall have rear loaded garages only accessible from private alleys which shall be constructed by builder/developer to City of Holly Springs standards.

The new alley shall be connected to existing alleys and shall be dedicated to the HOTL@HSCA, Inc. via quit claim deed and amendment to the existing Declarations and CC&Rs

Existing alleys shall not be used as parking for construction vehicles, nor shall vehicles over 6 wheels be allowed.

All exterior light fixtures shall be fully shielded with LED lamps to meet International Dark Sky Association or equivalent organization standards.

Builder/developer shall be required to install screening vegetation of like size and species as currently installed along the Hickory Road frontage of Phase 3 of Garden Row prior to any building permit being issued.

The area, if any, south and west of the new alley shall have Bermuda sod and irrigation installed similar to that which currently exist in Garden Row Phase 3. This area to be dedicated to HOTL@HSCA, Inc via quit claim deed and amendment to existing Declarations and CC&Rs.

A remuneration sum over and above any legal fees to prepare and record waiver and any necessary Declaration, CC&R, or agreement amendments shall be paid to the Association.

Regards,

Roger Mc Iver

OBO HOTL@HSCA, Inc.



CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-02-2021, identified as tax parcel 038 of tax plat 15N14, located off of Holly Springs Parkway, to allow a “Massage Therapy” establishment in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Wei Hong Liu requesting a Conditional Use Permit CUP-02-2021 to allow a “Massage Therapy” establishment in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 7.3+/- acres, now or formerly known as tax parcel 038 of tax plat 15N14 is zoned GC, General Commercial; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

A Conditional Use Permit for a “Massage Therapy” establishment, concerning 7.3+/- acres, identified as tax parcel 038 of tax plat 15N14, located off of Holly Springs Parkway, is hereby approved.

Section 2

This ordinance shall become effective immediately upon approval by Mayor and City Council.

Section 3

The Community Development Director of the City of Holly Springs is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 19th day of March 2020, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: CUP-02-2021, applicant requests a conditional use permit for a Massage Therapy Establishment for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14

DATE: April 7, 2021

COUNCIL MEETING DATE: April 12, 2021

RECOMMENDATION

STAFF ANALYSIS

Applicant, Wei Hong Liu, has requested a Conditional Use Permit for a Massage Therapy Establishment, for property located at 2210 Holly Springs Parkway, parcel 038 of tax plat 15N14. The property is zoned GC, General Commercial.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC/MXD	NORTH:	Walmart
SOUTH:	GC/LI	SOUTH:	Commercial/Industrial Development
EAST:	GC	EAST:	Sutherlin Nissan
WEST:	PD-Mixed use	WEST:	SFR/Utility

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?

The use is an allowed use by the issuance of a Conditional Use Permit in the GC zoning district. Granting this permit would allow a use compatible with the surrounding area development.

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

The property is already developed. The applicant would occupy a suite in the existing building.

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

The property is zoned GC and this use is an allowed use subject to conditional use permit approval. As currently zoned, all permitted uses within the GC zoning district would be allowed.

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 not result in a use that would cause an excessive or burdensome use of utilities, streets, or other public services. It will have no impact on the local school system.

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)?

This character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. It also characterizes State Route 140 (Hickory Flat Highway), an arterial that traverses Cherokee County and is an emerging commercial corridor. East Cherokee Drive at the intersections of Hickory Road and State Route 140 is also designated as “Parkway Corridor.” The Parkway Corridor is intended to provide primarily a commercial service function, i.e. retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high density multi-family residential component.

Application: Existing and new commercial and high density multifamily residential

Primary Future Land Uses: office, retail, service, high density multi-family residential

Zoning Districts: HDMFR, PD-C, NC, GC, OI, GV

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?

This zoning proposal and conditional use permit request is in conformity with the policies and intent of the Comprehensive Plan. The request is consistent with the City’s “Future Land Use Map” which projects commercial uses for the immediate area. Furthermore, the proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Commercial Uses. Use the character areas and the Future Land Use Map (FLUM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities (16.1, #1).**
- b) **Land Use Decisions. Use the Future Land Use Map (FLUM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals (16.1, #20).**

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?

No further development of the property has been planned.

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?

No additional conditions exist affecting the proposed use at this time.

C. Conditional Use Proposal Review Standards

Under Attachment B in the application, the City asks each CUP applicant to complete 16 questions related to the proposed use. The applicant has completed these questions and they are attached in the Conditional Use Permit application.

The Conditional Use Permit for a Massage Therapy Establishment requires the following regulations to be met:

5.4-30 Massage Therapy and Bodywork Therapy Establishments. All applicants seeking to practice Massage Therapy and/or operate a Bodywork Therapy Establishment and Day Spa shall, in addition to an application for a conditional use permit, when applicable, shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) Massage Therapy, Massage Therapy Establishments, Bodywork Therapy, and Bodywork Therapy Establishments are conditional uses in the City of Holly Springs and are required to apply for and receive a Conditional Use permit from the City Council after complying with Article IX, Chapter 22 of the Code of the City of Holly Springs; except as provided in “(b).”
- b.) Massage Therapy in compliance with Article IX, Chapter 22 of the Code of the City of Holly Springs, is considered a permitted use under the following conditions:
 1. Massage Therapy Ancillary Services, defined as:
 - i. Massage Therapists working under the supervision of a State of Georgia licensed cosmetologist, as an ancillary use for a hair salon. See “(d)” below; and
 - ii. Massage Therapists working under the supervision of a State of Georgia licensed physician, chiropractor, or physical therapist, providing massage therapy as an ancillary use to the primary business activities (“medical ancillary use”). Under this use, no more than one (1) massage therapist shall be employed to every one (1) State of Georgia licensed physician, chiropractor, or physical therapist, up to three (3) massage therapists.

2. Massage Therapy Ancillary Services are not considered massage therapy establishments and upon revocation, dissolution, or expiration of the primary business activity occupation tax permit, the massage therapy activities shall cease and the business site shall not be considered a legally non-conforming location for massage therapy.
- c.) All Massage Therapy uses, conditional and permitted, and all bodywork therapy uses shall provide evidence that the proposed premises, whether new construction, renovation, or remodel, shall meet the following standards:
1. The premises proposed for the establishment shall be in compliance with all applicable and current building, fire, electrical, plumbing, public health, safety, and zoning laws, as amended; and
 2. Adequate equipment for disinfecting and sterilizing any instrument used for massage shall be provided; and
 3. In addition to the minimum lighting required by the applicable building code, at least one (1) artificial light of not less than sixty (60) watts shall be provided in each enclosed room or booth of the massage establishment and shall be lit during the administration of massage; and
 4. Hot and cold running water shall be available on the premises; and
 5. Closed cabinets shall be utilized for the storage of clean linens; and
 6. Dressing and toilet facilities shall be available for customers in compliance with applicable building codes, now and as amended.
 7. All walls, ceilings, floors, steam or vapor rooms and other physical facilities for the establishment shall be kept in good repair and maintained in a clean and sanitary condition; and
 8. Sanitary towels and linens shall be provided for customers receiving massage services and shall be laundered following use by each individual customer; and
 9. Two way or reversible mirrors are expressly prohibited; and
 10. Doors. All front, reception, hallway or front exterior doors (except back or rear exterior doors used for employee entrance to and exit from the massage establishment) shall be unlocked during business hours, unless some other arrangement related to safety has been made with the police department. No massage may be given within any cubicle, room, booth or any area, which is fitted with a door capable of being locked, unless the only door is an exterior door.
 11. Dark, smoky, or otherwise opaque glass is prohibited for all windows on any portion of the structure façade. Lightly tinted or shaded glass is permitted unless the reflective qualities completely eliminate the visibility into the structure; and

12. If a facility is proposed for construction or if the exterior of an existing structure is proposed for remodeling as part of a renovation to house the establishment, applicant must provide conceptual design drawings of the front, rear, and side facades of the structure proposed to house the massage establishment. Said façade designs must comply with the codes of the City of Holly Springs. All façade and exterior designs must be submitted to the Mayor and Council for final and binding approval with the Conditional Use Permit (CUP); and
 13. A floor plan of the proposed facility must also be submitted, identifying general layout of the establishment and, where applicable, the features required by this code section.
 14. Prior to the issuance of a Certificate of Occupancy (C.O.) or occupational tax permit for the establishment or use, the Chief Building Official must inspect the premises to ensure compliance with this code section for all uses under this article.
- d.) Massage Therapy Services (as a hair salon ancillary service). A massage therapist holding an active state massage therapy license issued by the Georgia Board of Massage Therapy may operate and perform services as an ancillary service offered by a hair salon or establishment primarily in the business of providing hair-related services as defined under the “Cosmetology Establishments” definition, Article 2. Said massage therapist shall operate under the direct supervision of a State of Georgia licensed cosmetologist, with current occupation taxes paid to the City of Holly Springs, under the following conditions:
1. The massage therapist seeking to operate as an ancillary service under the supervision of a State of Georgia licensed cosmetologist must first comply with Article IX, Chapter 22, of the Official Code of the City of Holly Springs; and
 2. The State of Georgia licensed cosmetologist seeking to employ a massage therapist as an ancillary service to their primary business function, must possess a valid business license from the City of Holly Springs, with current occupation taxes paid. The primary business function of the cosmetology establishment shall be a hair salon or principally provide hair-related services as defined under the “Cosmetology Establishments” definition; and
 3. A hair salon or hair-related services establishment shall employ a minimum of two (2) full-time employees or independent contractors not engaged in providing massage services to be eligible to hire one (1) full-time massage therapist. Additionally, said establishment shall employ no more than one (1) full-time massage therapist for every two (2) full time employees or independent contractors, up to a maximum of three (3) full-time massage therapists. (ex.- two full time non-massage therapist employees or independent contractors = one massage therapist; four full time non- massage therapist employees or independent contractors = two massage therapists; six full time non- massage therapist employees or independent contractors = three massage therapists).
 4. Each massage therapist employed by a hair salon or hair-related services establishment, under the direct supervision of a State of Georgia licensed cosmetologist, shall also be required to apply for and receive a business license from

the City of Holly Springs, paying the requisite occupation taxes. Said occupational taxes shall be paid yearly to remain current.

5. Hair salons or hair-related establishments seeking to employ more than three (3) massage therapists, shall be considered “Massage Therapy Establishments” and are required to apply for and seek a conditional use permit from the Mayor and City Council.
6. All other facility requirements under “c.” above shall also be required prior to issuance of the C.O. or occupational tax permit.

D. Summary

The proposed conditional use permit request for a Massage Therapy Establishment is an allowed use within the GC, General Commercial zoning district, subject to compliance with the applicable regulations. Surrounding zoning and land use is compatible with the proposed land use. The development is in compliance with the Future Land Use Plan, Future Development Map, and with the objectives of the Comprehensive Plan.

E. Planning Commission Recommendation

Planning Commission conducted a public hearing on March 11, 2021. No public comments were made. Planning Commission voted to recommend **APPROVAL** of the Conditional Use Permit request (4-0).

F. Staff Recommendation

Based on the preceding analysis, Staff recommends **APPROVAL** of the Conditional Use Permit for a **Massage Therapy Establishment**.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

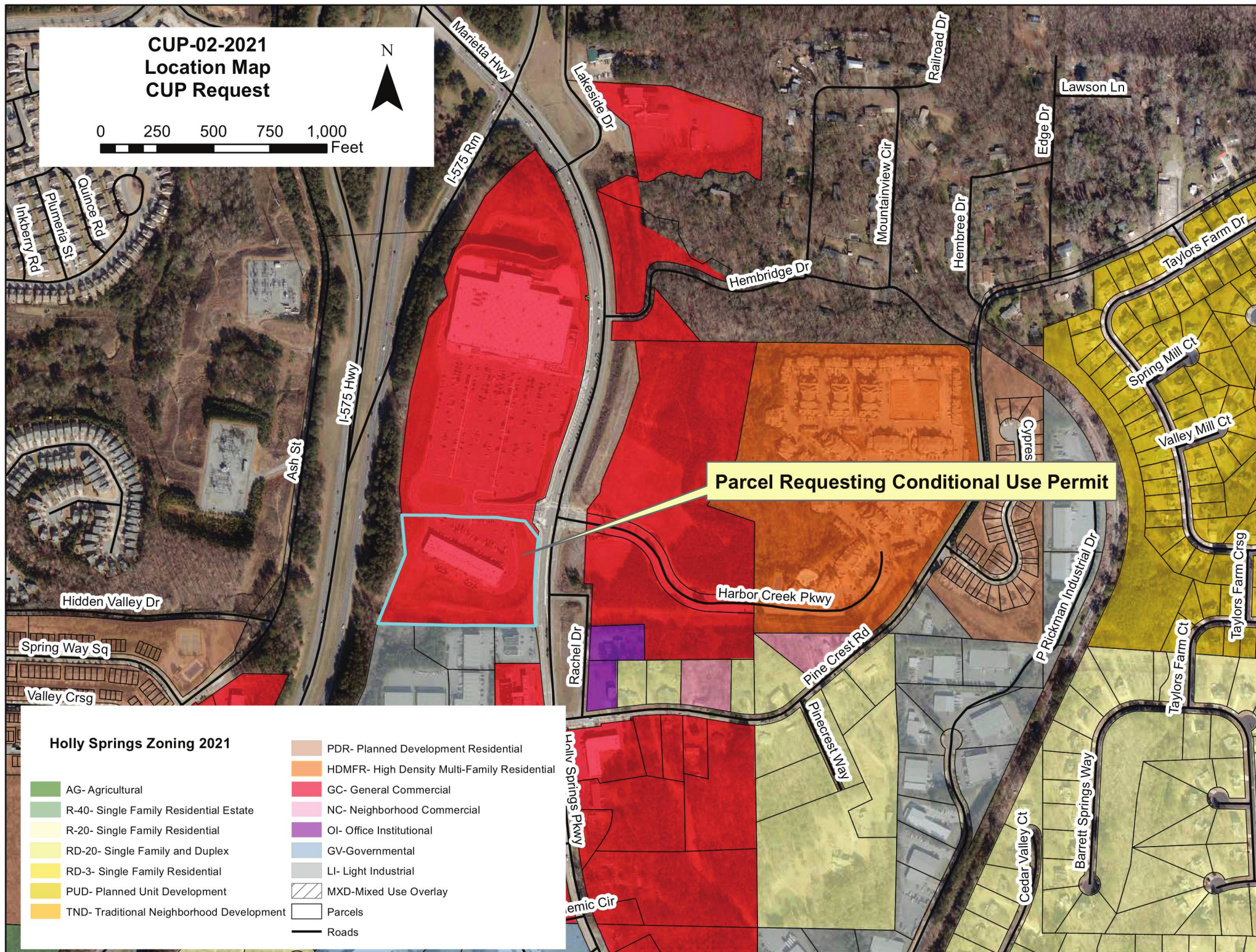
Denial

ATTACHMENTS

Application
Location Map

**CUP-02-2021
Location Map
CUP Request**

0 250 500 750 1,000
Feet





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-_____

APPLICATION CUP- 02-2021

HEARING DATE _____

DATE OF APPLICATION 01/08/2021

APPLICANT Wei Hong Liu

OWNER Bright-Meyers Holly Springs Associates L.P.
(If other than applicant) _____

ADDRESS _____

ADDRESS 5881 Glenridge Dr. Suite 220
Atlanta, Ga.

ZIP CODE _____ PHONE _____

ZIP CODE 30328 **PHONE** _____

EMAIL _____

SIGNATURE Wei Hong Liu

SIGNATURE [Signature]
Vice President

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

PRESENT ZONING DISTRICT(S) GC

REQUESTED ZONING DISTRICT _____

REQUESTED CONDITIONAL USE(S) Massage Store

PROPERTY LOCATION/ADDRESS 2210 Holly Springs Pky, Canton, GA 30115 Unit 122 1200SF

MAP NUMBER 15N14

PARCEL NUMBER(S) 015N14-00000-038-000-0000 038

LAND LOT(S) _____

DISTRICT(S) _____ SECTION(S) _____

ACREAGE 7.3 AC SEWAGE DISPOSAL TYPE _____ UTILITIES AVAILABLE _____

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

I want to open a massage store on 2210 Holly Springs Pky, Canton, GA 30115 Unit 122 1200SF.

(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 _____

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

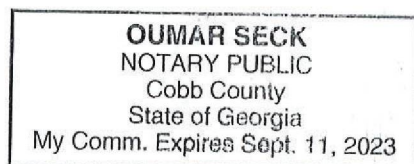
1/26/2021
DATE

WEZ HONG LIN
APPLICANT NAME PRINTED

WEZ HONG LIN
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:



ATTACHMENT B

For Conditional Use Permit Requests, please answer the following questions on a separate sheet of paper.

1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5.
2. State the proposed business name, brand, flag, and/or franchise.
3. Explain in detail what services the proposed conditional use business will provide.
4. Has a business plan or model been completed for this proposed conditional use business?
5. Why was this specific location chosen for this proposed establishment?
6. What is the projected date that the proposed conditional use business will open?
7. How many employees are expected to work at the proposed conditional use business?
8. What are the expected hours of operation for the proposed conditional use business?
9. What licensing requirements, if any, are mandated by the state for this business to operate? Do the proprietors of this business already possess these credentials?
10. Does the proposed conditional use business conform with the nearby uses already in existence?
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?
12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties?
13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?
14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area?
15. Will the business have adequate facilities and parking to accommodate the proposed use?
16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile?

ATTACHMENT B

1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5.
2. State the proposed business name, brand, flag, and/or franchise.
Business name: You Massage
3. Explain in detail what services the proposed conditional use business will provide.
It will provide the body massage and foot massage.
4. Has a business plan or model been completed for this proposed conditional use business?
Yes, it has a business plan.
5. Why was this specific location chosen for this proposed establishment?
I chose this location because it's next to some restaurants and Walmart and easy to find by customers.
6. What is the projected date that the proposed conditional use business will open?
The proposed conditional use business will open in August.
7. How many employees are expected to work at the proposed conditional use business?
I will hire one employee to work at the proposed conditional use business.
8. What are the expected hours of operation for the proposed conditional use business?
It will open from Monday to Sunday at 10 am – 9 pm.
9. What licensing requirements, if any, are mandated by the state for this business to operate?
Do the proprietors of this business already possess these credentials?
It will require a business license and massage license.
I already have a massage license, and I will apply for the business license once my CUP form is approved.
10. Does the proposed conditional use business conform with the nearby uses already in existence?
Yes, the proposed conditional use business conforms with the nearby uses already in existence.
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?
I could not find any feasibility study conducted that provides evidence that the local market demands such a business use. However, the establishment of the nearby massage stores can reflect the local market demands.
12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent Properties?
No, it will not create a nuisance or disturbance to nearby or adjacent properties.

13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?

Yes, it is similar the nearby establishment already in existence.

14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area?

Yes, the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area.

15. Will the business have adequate facilities and parking to accommodate the proposed use?

Yes, the business will have adequate facilities and parking to accommodate the proposed use.

16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile?

Yes, the nearby neighborhood residents and local pedestrians could be expected to frequent this proposed business establishment without the use of an automobile.

#11(a)

After recording, return to
Isabel M. Garcia, Esq.
Piedmont Law Group
of Garcia & Van Dyne LLC
3524 Habersham at Northlake
Tucker, GA 30084 - (404) 460-4466

GENERAL WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Cherokee

THIS INDENTURE, made as of the 8th day of MARCH in the year 2013 between **Roller Bearing Company of America, Inc.**, a Delaware corporation, as party or parties of the first part, hereinafter called GRANTOR, and **Bright-Meyers Holly Springs Associates, L.P.**, a Tennessee limited partnership, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its or their heirs, successors or assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 8th day of March, 2013,
in the presence of:

ROLLER BEARING COMPANY
OF AMERICA, INC.,
a Delaware corporation

Jamie J. Tustin
Unofficial Witness
Starla Todd
Notary Public

BY:

MJ Hartnett
Name: Michael J. Hartnett
Title: President/CEO

STARLA TODD ATTEST:
My commission expires: NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 2016

Thomas J. Williams
Name: Thomas J. Williams

[NOTARY SEAL]

(CORPORATE SEAL)

EXHIBIT "A"

RBC Tract

All that tract of parcel of land lying and being in Land Lot 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a point in the westerly right of way of Hiram Way Thence, N 80° 48' 24" W for a distance of 34.57 feet to an existing iron pipe; Thence, S 76° 36' 42" W for a distance of 93.16 feet to an existing iron pipe; Thence, N 70° 14' 08" W for a distance of 99.85 feet to a point; Thence, N 00° 48' 57" E for a distance of 407.42 feet to an existing iron pipe; Thence, N 75° 55' 55" E for a distance of 104.01 feet to a point; Thence S 13° 58' 08" E a distance of 464.10 feet to the point of BEGINNING, containing 1.630 acres.

The property described herein is shown as the Roller Bearing Company of America, Inc. parcel on the ALTA/ACSM Land Title Survey prepared for Bright-Meyers Holly Springs Associates, L.P. by James S. Murphy, PLS L-2492 of Murphy Geomatics dated November 9, 2012

#6 (a)

After recording, return to
Isabel M. Garcia, Esq.
Piedmont Law Group
of Garcia & Van Dwyne LLC
3524 Habersham at Northlake
Tucker, GA 30084 - (404) 460-4466

GENERAL WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Cherokee

THIS INDENTURE, made as of the 8th day of MARCH in the year 2013 between **Studio 5, Inc., a Georgia corporation**, as party or parties of the first part, hereinafter called GRANTOR, and **Bright-Meyers Holly Springs Associates, L.P., a Tennessee limited partnership**, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its or their heirs, successors or assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25 day of Feb, 2013,
in the presence of:

Crystal G Cantrell
Unofficial Witness

Hannah M. Smith
Notary Public

My commission expires:

March 23, 2014

[NOTARY SEAL]



STUDIO 5, INC.,
a Georgia corporation

BY:

Jennifer Davis
Name: Jennifer Davis
Title: President

ATTEST:

Majesty M. [Signature]
Name: Majesty M. [Signature]

(CORPORATE SEAL)

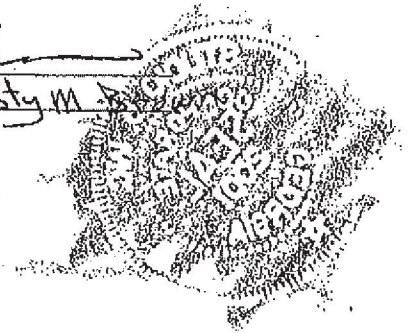


EXHIBIT "A"

Studio 5 Tract

All that tract of parcel of land lying and being in Land Lot 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at an existing iron pipe in the westerly right of way of Hiram Way, Thence, N 89° 47' 58" W for a distance of 286.01 feet to an existing iron pipe; Thence, N 01° 50' 43" E for a distance of 274.85 feet to a point; Thence, S 70° 14' 08" E for a distance of 99.85 feet to an existing iron pipe; Thence, N 76° 36' 42" E for a distance of 93.16 feet to an existing iron pipe; Thence, S 80° 48' 24" E for a distance of 34.57 feet to a point; Thence S 12° 45' 39" E a distance of 264.53 feet to the point of BEGINNING, containing 1.486 acres.

The property described herein is shown as the Studio 5, Inc. parcel on the ALTA/ACSM Land Title Survey prepared for Bright-Meyers Holly Springs Associates, L.P. by James S. Murphy, PLS L-2492 of Murphy Geomatics dated November 9, 2012

#1 (a)

After Recording Return To:
Isabel M. Garcia, Esq.
Piedmont Law Group of Garcia & Van Duyne LLC
3524 Habersham at Northlake
Tucker, GA 30084

EXECUTOR'S DEED

STATE OF GEORGIA

COUNTY OF Cherokee

This indenture, made and entered into as of this 8th day of March, 2013 between **LARRY D. GRESHAM AND WILLIAM G. GRESHAM, AS EXECUTORS, UNDER THE LAST WILL AND TESTAMENT OF LO DEAN C. GRESHAM A/K/A MARGARET LODEAN GRESHAM, DATED FEBRUARY 28, 1977**, party of the first part, and **BRIGHT-MEYERS HOLLY SPRINGS ASSOCIATES, L.P., a Tennessee limited partnership**, party of the second part.

WITNESSETH, that the said party of the first part, by virtue of the power and authority vested in it by said Will which has been duly probated in common form in Cobb County, Georgia, Letters Testamentary filed in Estate No. 07-0245:

Now, therefore, the said party of the first part, in consideration of the premises and for the further consideration of the sum of Ten Dollars (\$10.00), to it in hand paid, at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and hereby does grant, bargain, sell and convey unto the said party of the second part, heirs and assigns, the following described tract or parcel of land more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with the rights, members and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part, her heirs and assigns, forever in as full and as ample a manner as the same was possessed or enjoyed by the said **LO DEAN C. GRESHAM A/K/A MARGARET LODEAN GRESHAM**, deceased, in her lifetime.

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

Signed, sealed and delivered
in the presence of:

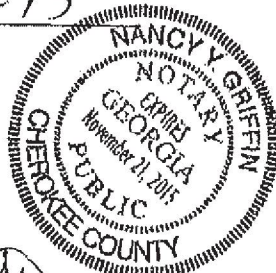
L. J. House
Unofficial Witness

Larry D. Gresham (Seal)
LARRY D. GRESHAM
EXECUTOR

Nancy Y. Gresham
Notary Public

My Commission Expires:
11-21-15

[NOTARY SEAL]



Kevin Gresham
Unofficial Witness

[Signature]
Notary Public

William G. Gresham (Seal)
WILLIAM G. GRESHAM
EXECUTOR

My Commission Expires:
October 5, 2015

[NOTARY SEAL]

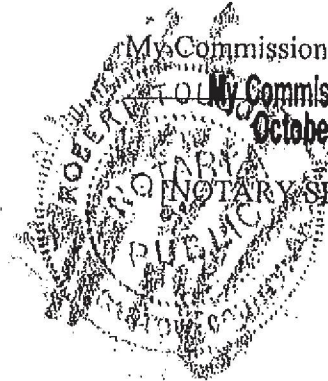


EXHIBIT "A"

Gresham Estate Tract

All that tract of parcel of land lying and being in Land Lots 201, 232 and 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

Beginning at an existing concrete right of way monument in the easterly right of Interstate 575, Thence, with the easterly right of Interstate 575, N 21° 46' 43" E for a distance of 342.25 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 09' 11" W for a distance of 307.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 44' 22" E for a distance of 250.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 08° 01' 48" E for a distance of 200.00 feet to an iron pipe set; Thence, with the easterly right of Interstate, N 13° 59' 08" E for a distance of 52.19 feet to an existing iron pipe; Thence, S 81° 36' 59" E for a distance of 256.97 feet to a point; Thence, S 12° 18' 31" E for a distance of 79.37 feet to a point; Thence, S 83° 58' 01" W for a distance of 9.31 feet to a point; Thence, S 83° 57' 03" W for a distance of 64.41 feet to an existing axle; Thence, S 05° 44' 54" E for a distance of 326.71 feet to an existing iron pipe; Thence, S 00° 48' 57" W for a distance of 407.42 feet to a point on a line. Thence, S 01° 50' 43" W for a distance of 274.85 feet to an existing iron pipe; Thence, N 88° 43' 05" W a distance of 380.96 feet to the point of being BEGINNING, containing 7.266 acres.

(b)
#1

After recording, return to
Isabel M. Garcia, Esq.
Piedmont Law Group
of Garcia & Van Duyno LLC
3524 Habersham at Northlake
Tucker, GA 30084 - (404) 460-4466

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Cherokee

THIS INDENTURE, made as of the 8th day of MARCH in the year 2013 between Larry D. Gresham, William G. Gresham, Michael E. Gresham, George R. Gresham and Andrew L. Gresham, as party or parties of the first part, hereinafter called GRANTOR, and Bright-Meyers Holly Springs Associates, L.P., a Tennessee limited partnership, as party or parties of the second part, hereinafter called GRANTEE (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its or their heirs, successors or assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25th day of February, 2013,
in the presence of:

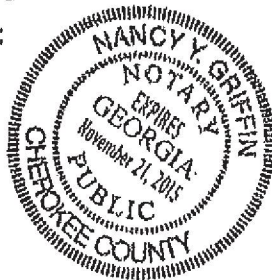
[Signature]
Unofficial Witness

[Signature] (SEAL)
Larry D. Gresham

[Signature]
Notary Public

My commission expires:

[NOTARY SEAL]



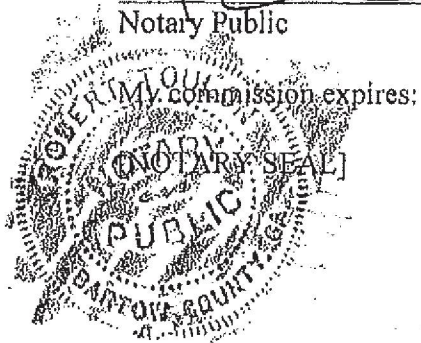
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 21 day of FEB, 2013,
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
William G. Gresham

[Signature]
Notary Public



**My Commission Expires
October 5, 2015**

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 25th day of February, 2013,
in the presence of:

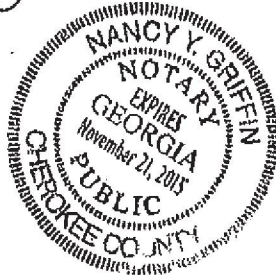
S. T. Wilson
Unofficial Witness

Michael E. Gresham (SEAL)
Michael E. Gresham

Nancy Y. Griffin
Notary Public

My commission expires:

[NOTARY SEAL]



IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 2nd day of February, 2013,
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
George R. Gresham

[Signature]
Notary Public

My commission expires

[NOTARY SEAL]



IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 21 day of FEB, 2013,
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
Andrew L. Gresham

[Signature]
Notary Public

My commission expires: **My Commission Expires
October 5, 2015**



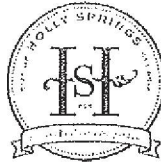
EXHIBIT "A"

Gresham Estate Tract

All that tract of parcel of land lying and being in Land Lots 201, 232 and 233 of the 15th District, Second Section of Cherokee County, Georgia and being more particularly described as follows:

Beginning at an existing concrete right of way monument in the easterly right of Interstate 575, Thence, with the easterly right of Interstate 575, N 21° 46' 43" E for a distance of 342.25 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 09' 11" W for a distance of 307.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 05° 44' 22" E for a distance of 250.20 feet to an existing concrete right of way monument; Thence, with the easterly right of Interstate, N 08° 01' 48" E for a distance of 200.00 feet to an iron pipe set; Thence, with the easterly right of Interstate, N 13° 59' 08" E for a distance of 52.19 feet to an existing iron pipe; Thence, S 81° 36' 59" E for a distance of 256.97 feet to a point; Thence, S 12° 18' 31" E for a distance of 79.37 feet to a point; Thence, S 83° 58' 01" W for a distance of 9.31 feet to a point; Thence, S 83° 57' 03" W for a distance of 64.41 feet to an existing axle; Thence, S 05° 44' 54" E for a distance of 326.71 feet to an existing iron pipe; Thence, S 00° 48' 57" W for a distance of 407.42 feet to a point on a line. Thence, S 01° 50' 43" W for a distance of 274.85 feet to an existing iron pipe; Thence, N 88° 43' 05" W a distance of 380.96 feet to the point of being BEGINNING, containing 7.266 acres.

City of Holly Springs
PO BOX 990
Holly Springs, GA 30142-0990
(770)345-5536



2020 PROPERTY TAX

PROPERTY INFORMATION

MAP/PARCEL/LOT: 15N14- 038
OWNER NAME: BRIGHT-MEYERS HOLLY SPRINGS ASSOCIA
LOCATION: 2210 HOLLY SPRINGS PW
BILLING DATE: 10/20/2020
DUE DATE: 12/20/2020
LEGAL DESCRIPTION: LL 201 231 232 15 DIST

AMOUNT DUE

LAST PAYMENT: DATE: 12/16/19 AMOUNT: 15,337.06
PAST DUE: 0.00
CURRENT CHARGES: 16,507.15
PENALTY: 0.00
TOTAL DUE: 16,507.15

PROPERTY VALUE ASSESSMENTS

FAIR MARKET LAND VALUE: 2,228,900
FAIR MARKET IMPROVEMENT VALUE: 2,476,700
LAND VALUE: 891,560
IMPROVEMENT VALUE: 990,680
CITY TAX NET VALUE: 1,882,240
FIRE TAX NET VALUE: 1,882,240

EXEMPTIONS

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	RATE	AMOUNT
Real Prop City Tax	1.00	4.400000	8,281.86
Real Prop Fire Tax	1.00	3.292000	6,196.33
Stormwater Utility	42.27	48.000000	2,028.96

SPECIAL MESSAGE

If you have sold this property, forward the bill to the new owner and fax a copy of the settlement statement to 770-345-0209. If you have an escrow, forward the tax bill to your mortgage company as soon as possible. Pursuant to state law (O.C.G.A. 48-2-40) interest will be added to this bill monthly if the balance is not paid by the due date. Pursuant to state law (O.C.G.A. 48-2-44) penalties will also be added to the unpaid balance beginning 120 days after the due date.

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

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

ACCOUNT INFORMATION

MAP/PARCEL/LOT: 15N14- 038 ACCOUNT ID: 380
LOCATION: 2210 HOLLY SPRINGS PW
BILLING DATE: 10/20/2020 TAX YEAR: 2020
DUE DATE: 12/20/2020

AMOUNT DUE

CURRENT DUE: 16,507.15
PENALTY: 0.00
TOTAL DUE: 16,507.15



AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

BRIGHT-MEYERS HOLLY SPRINGS ASSOCIA
% FLETCHER BRYNAT CO
537 MARKET ST
CHATTANOOGA, TN 37402

City of Holly Springs
PO BOX 990
Holly Springs, GA 30142-0990



FINANCIAL HIGHLIGHTS
March 31, 2021



Budget Summary
25% of year lapsed

	Unaudited		Unaudited	
	2020 Year End		2021 Year to	% Annual
	Actual	2021 Budget	Date	Budget
REVENUES BY FUND				
General Fund	10,439,848	9,500,000	1,731,031	18.22%
Operating Grant Fund	138,237	125,000	13,136	10.51%
Parks & Recreation Fund	451,443	386,000	109,664	28.41%
Hotel/Motel Tax Fund	3,452	5,000	1,013	20.25%
Urban Redevelopment Agency	5,723,104	4,000,000	227,702	5.69%
SPLOST III Fund	6,128	280,000	75	0.03%
SPLOST IV Fund	2,348	67,800	6	0.01%
SPLOST V Fund	2,471,555	6,750,480	550,509	8.16%
Town Center Fund	5,923,464	4,167,692	227,720	5.46%
Debt Service Fund	51,932	1,102,952	373	0.03%
Stormwater Utility Fund	271,963	376,317	20,437	5.43%
TOTAL REVENUES - ALL FUNDS	\$ 25,483,474	\$ 26,761,241	\$ 2,881,666	10.77%
EXPENDITURES/EXPENSES BY FUND				
General Fund	8,835,048	9,500,000	1,715,240	18.06%
Operating Grant Fund	118,907	125,000	15,934	12.75%
Parks & Recreation Fund	88,227	386,000	24,271	6.29%
Hotel/Motel Tax Fund	1,540	5,000	4,295	85.90%
Urban Redevelopment Agency	5,723,105	4,000,000	227,702	5.69%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,527,701	6,750,480	206,002	3.05%
Town Center Fund	6,332,968	4,167,692	155,250	3.73%
Debt Service Fund	279,985	1,102,952	536,368	48.63%
Stormwater Utility Fund	256,381	376,317	43,048	11.44%
TOTAL EXPENDITURES/				
EXPENSES - ALL FUNDS	\$ 23,163,862	\$ 26,761,241	\$ 2,928,110	10.94%



**Comparison to Prior Year
25% of year lapsed**

	03/31/20 Actual	2020 Annual Budget	% of Annual Budget	03/31/21 Actual	2021 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	1,508,269	9,500,000	15.88%	1,731,031	9,500,000	18.22%
Operating Grant Fund	36,308	215,000	16.89%	13,136	125,000	10.51%
Parks & Recreation Fund	95,304	377,500	25.25%	109,664	386,000	28.41%
Hotel/Motel Tax Fund	810	3,000	26.99%	1,013	5,000	20.25%
Urban Redevelopment Agency	3,506,969	6,000,000	58.45%	227,702	4,000,000	5.69%
SPLOST III Fund	22	274,650	0.01%	75	280,000	0.03%
SPLOST IV Fund	14	70,000	0.02%	6	67,800	0.01%
SPLOST V Fund	595,573	8,814,505	0.00%	550,509	6,750,480	8.16%
Town Center Fund	3,507,010	6,551,600	53.53%	227,720	4,167,692	5.46%
Debt Service Fund	567	516,319	0.11%	373	1,102,952	0.03%
Stormwater Utility Fund	12,248	350,000	3.50%	20,437	376,317	5.43%
TOTAL REVENUES - ALL FUNDS	\$ 9,263,094	\$ 32,672,574	8.82%	\$ 2,881,666	\$ 26,761,241	10.77%
EXPENDITURES/EXPENSES BY FUND						
General Fund	1,805,672	9,500,000	19.01%	1,715,240	9,500,000	18.06%
Operating Grant Fund	39,602	215,000	18.42%	15,934	125,000	12.75%
Parks & Recreation Fund	17,545	377,500	4.65%	24,271	386,000	6.29%
Hotel/Motel Tax Fund	-	3,000	0.00%	4,295	5,000	85.90%
Urban Redevelopment Agency	3,506,969	6,000,000	58.45%	227,702	4,000,000	5.69%
SPLOST III Fund	-	274,650	0.00%	-	280,000	0.00%
SPLOST IV Fund	-	70,000	0.00%	-	67,800	0.00%
SPLOST V Fund	64,127	8,814,505	0.00%	206,002	6,750,480	3.05%
Town Center Fund	3,234,509	6,551,600	49.37%	155,250	4,167,692	3.73%
Debt Service Fund	15,382	516,319	2.98%	536,368	1,102,952	48.63%
Stormwater Utility Fund	48,169	350,000	13.76%	43,048	376,317	11.44%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 8,731,974	\$ 32,672,574	8.96%	\$ 2,928,110	\$ 26,761,241	10.94%

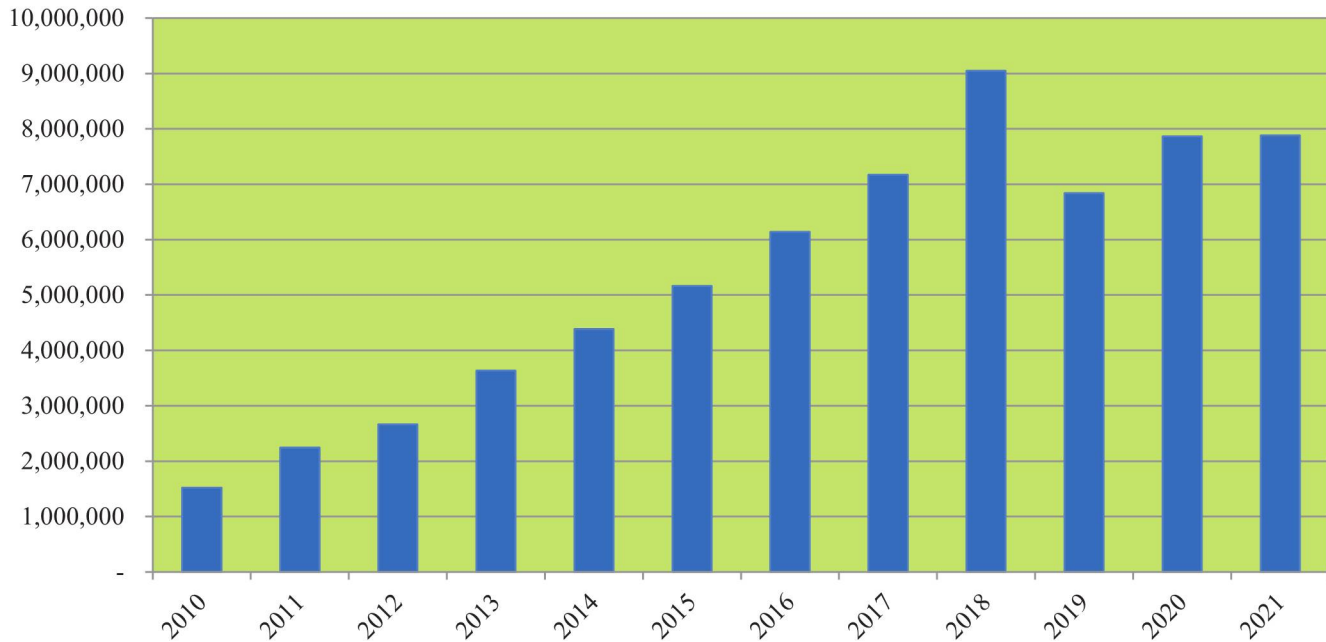


**Changes in Fund Balance/Net Position
As of March 31, 2021**

Fund				Unaudited	
	Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Balance as of 03/31/2021	Net Increase/ (Decrease)
General Fund	7,868,131	1,731,031	1,715,240	7,883,922	15,791
Operating Grant Fund	56,456	13,136	15,934	53,658	(2,798)
Parks & Recreation Fund	512,707	109,664	24,271	598,100	85,393
Hotel/ Motel Tax Fund	8,754	1,013	4,295	5,472	(3,282)
Urban Redevelopment Agency	-	227,702	227,702	-	-
SPLOST III Fund	280,106	75	-	280,181	75
SPLOST IV Fund	69,064	6	-	69,070	6
SPLOST V Fund	(2,114,621)	550,509	206,002	(1,770,114)	344,507
Town Center Fund	(242,111)	227,720	155,250	(169,642)	72,469
Debt Service Fund	1,592,641	373	536,368	1,056,647	(535,994)
Stormwater Utility Fund	4,170,847	20,437	43,048	4,148,236	(22,611)
	\$ 12,201,974	\$ 2,881,666	\$ 2,928,110	\$ 12,155,530	\$ (46,444)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

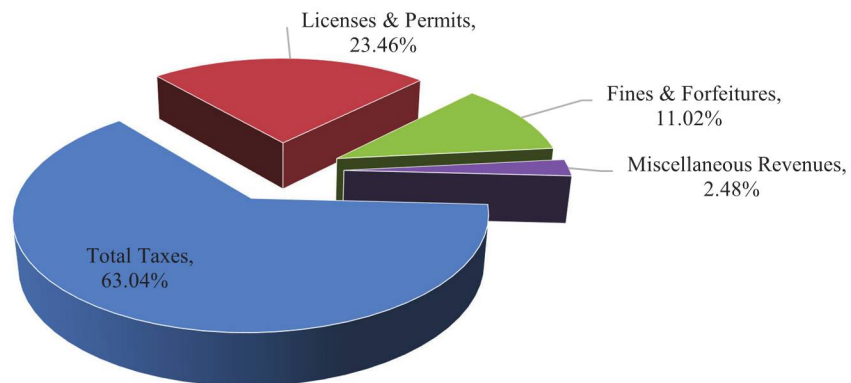




Budget Comparison Report - General Fund
25% of year lapsed

REVENUES	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Property Taxes	16,343	4,800,000	235,081	4.90%
Motor Vehicle Taxes	13,919	90,000	32,763	36.40%
Motor Vehicle Title Ad Valorem Tax	46,282	385,000	154,194	40.05%
Mobile Home Tax	103	150	103	68.99%
Recording Intangible Taxes	5,625	150,000	29,034	19.36%
Penalties & Interest	327	12,000	2,653	22.11%
Fifa Fees	435	2,000	690	34.49%
Franchise Tax	-	465,000	478,702	102.95%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,354	15,000	4,385	29.23%
Business & Occupation Tax	8,015	135,000	45,497	33.70%
Financial Institutions Tax	1,516	3,500	1,516	43.31%
Insurance Premium Tax	-	750,000	-	0.00%
Total Taxes	118,632	7,317,400	1,091,278	14.91%
Licenses & Permits	136,064	1,197,600	406,031	33.90%
Fines & Forfeitures	72,689	765,050	190,735	24.93%
Miscellaneous Revenues	27,335	134,700	43,383	32.21%
Interest Income	(1,967)	40,000	(417)	-1.04%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	-	25,000	-	0.00%
Donation from Private Sources	-	20,000	20	0.10%
TOTAL GENERAL FUND REVENUES	\$ 352,752	\$ 9,500,000	\$ 1,731,031	18.22%

Revenues by Source



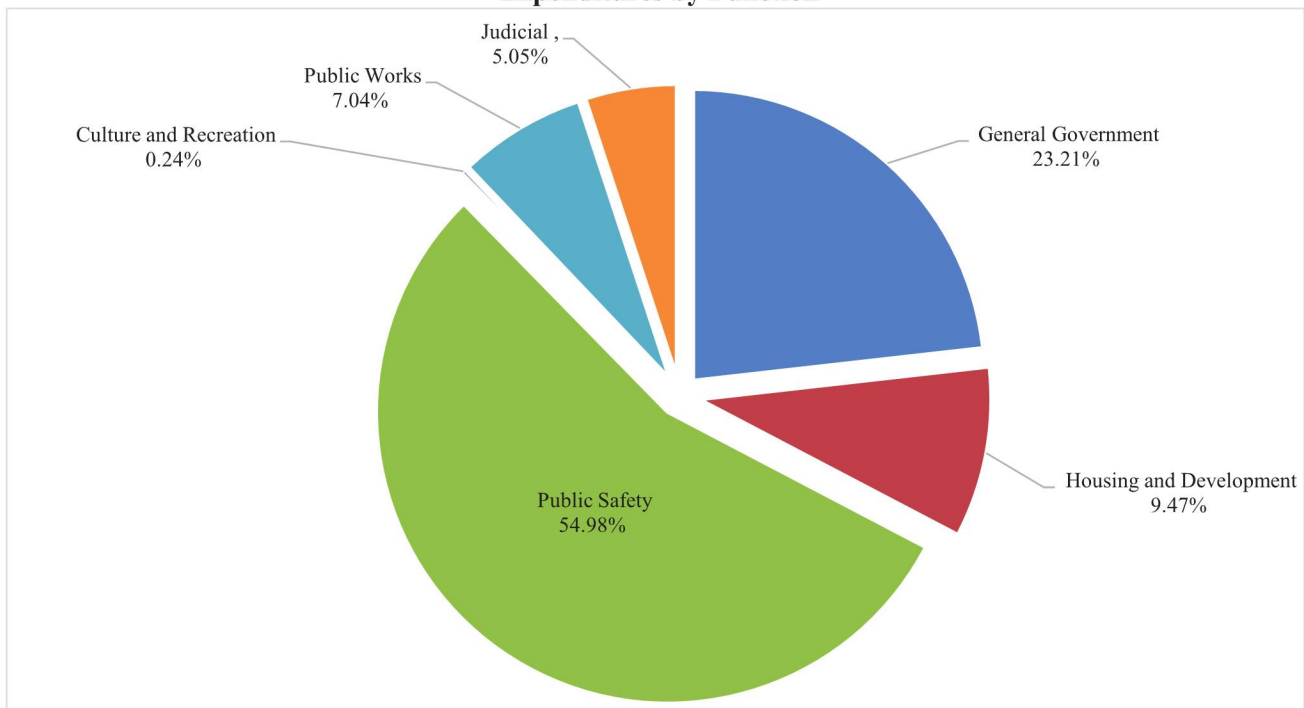
EXPENDITURES	March 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
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Budget Comparison Report - General Fund
25% of year lapsed

General Government	189,855	1,512,574	398,147	26.32%
Housing and Development	54,377	759,112	162,432	21.40%
Public Safety	283,296	6,192,975	943,108	15.23%
Culture and Recreation	4,074	29,500	4,074	13.81%
Public Works	61,284	634,740	120,809	19.03%
Judicial	32,693	371,099	86,671	23.36%
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 625,580</u>	<u>\$ 9,500,000</u>	<u>\$ 1,715,240</u>	<u>18.06%</u>

Expenditures by Function





Budget Comparison Report - All Funds
25% of year lapsed

	Unaudited			
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	10,439,848	9,500,000	1,731,031	18.22%
Expenditures:	8,835,048	9,500,000	1,715,240	18.06%
Excess Revenues over (under) Expenditures	1,604,800	-	15,791	
<u>OPERATING GRANT FUND</u>				
Revenues:	138,237	125,000	13,136	10.51%
Expenditures:	118,907	125,000	15,934	12.75%
Excess Revenues over (under) Expenditures	19,330	-	(2,798)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	451,443	386,000	109,664	28.41%
Expenditures:	88,227	386,000	24,271	6.29%
Excess Revenues over (under) Expenditures	363,216	-	85,393	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	3,452	5,000	1,013	20.25%
Expenditures:	1,540	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	1,912	-	(3,282)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	5,723,104	4,000,000	227,702	5.69%
Expenditures:	5,723,105	4,000,000	227,702	5.69%
Excess Revenues over (under) Expenditures	(1)	-	-	
<u>SPLOST III FUND</u>				
Revenues:	6,128	280,000	75	0.03%
Expenditures:	-	280,000	-	0.00%
Excess Revenues over (under) Expenditures	6,128	-	75	
<u>SPLOST IV FUND</u>				
Revenues:	2,348	67,800	6	0.01%
Expenditures:	-	67,800	-	0.00%
Excess Revenues over (under) Expenditures	2,348	-	6	
<u>SPLOST V FUND</u>				
Revenues:	2,471,555	6,750,480	550,509	8.16%
Expenditures:	1,527,701	6,750,480	206,002	3.05%



Budget Comparison Report - All Funds
25% of year lapsed

	Unaudited			
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
Excess Revenues over (under) Expenditures	943,854	-	344,507	
<u>TOWN CENTER FUND</u>				
Revenues:	5,923,464	4,167,692	227,720	5.46%
Expenditures:	6,332,968	4,167,692	155,250	3.73%
Excess Revenues over (under) Expenditures	(409,504)	-	72,469	
<u>DEBT SERVICE FUND</u>				
Revenues:	51,932	1,102,952	373	0.03%
Expenditures:	279,985	1,102,952	536,368	48.63%
Excess Revenues over (under) Expenditures	(228,053)	-	(535,994)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	271,963	376,317	20,437	5.43%
Expenses:	256,381	376,317	43,048	11.44%
Excess Revenues over (under) Expenses	15,582	-	(22,611)	



Investments
As of March 31, 2021

Ameris Bank

Downtown Development Authority - CD .75%	36,462
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Subtotal Ameris Bank	\$ 36,462
-----------------------------	------------------

Goldman Sachs Autocallable GS Momentum Builder	257,411
Certificate of Deposit - CD .75% Maturity Date - 08/21/2021	301,000
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021	250,000
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022	500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022	500,000
Certificate of Deposit - CD .20% Maturity Date - 12/12/2021	250,000
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022	250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022	75,000

Subtotal South State Investment Services	\$ 2,383,411
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Total Investments	\$ 2,419,872
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Cash
As of March 31, 2021

Ameris Bank

Downtown Development Authority - Checking 79,600

Subtotal Ameris Bank \$ 79,600

South State Bank

General Fund	3,173,536
Main Street Board	82,023
Parks & Recreation Fund	569,258
Hotel Motel Tax Fund	5,277
Money Market Account	3,461,117
Municipal Court Fund	172,189
Operating Grant Fund	29,421
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST III	280,181
SPLOST IV	66,989
SPLOST IV/Grant Revenue	2,081
SPLOST V	69,668
Town Center Fund	77,713
Debt Service Fund	1,056,647
Stormwater Utility Fund	137,304
Tree Replacement Fund	8,594

Subtotal South State Bank \$ 9,199,488

BB&T

Savings Account 0.09

Subtotal BB&T \$ 0.09

South State Investment Services

Budget Stabilization Cash Account 90

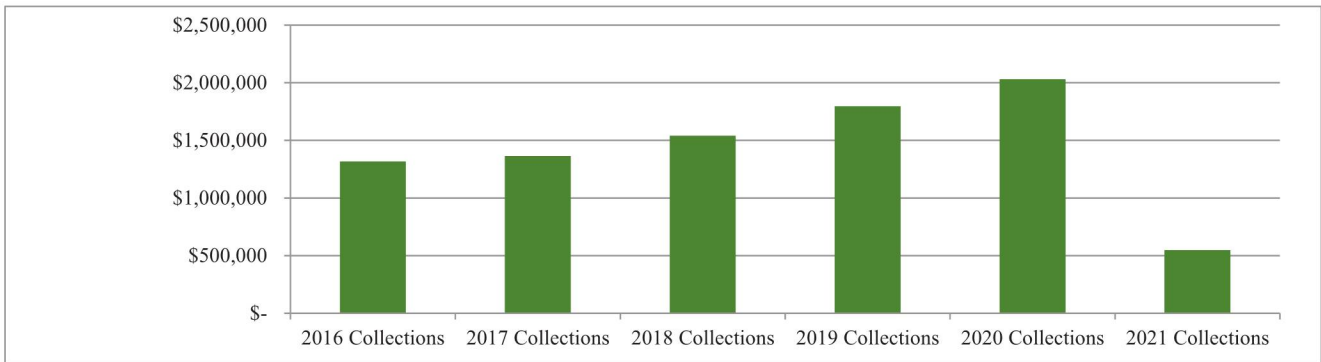
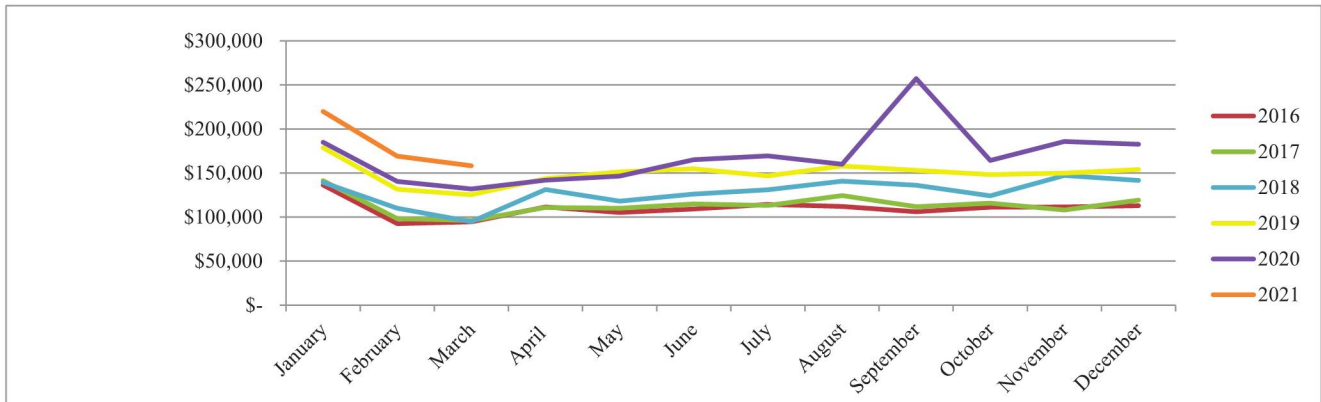
Subtotal South State Investment Services \$ 90

Total Cash \$ 9,279,178



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

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	18.91%
February	92,605	98,189	109,987	131,700	140,587	169,237	20.38%
March	94,455	96,130	94,765	125,375	131,947	158,258	19.94%
April	111,527	111,048	131,392	143,535	141,914		
May	105,169	110,063	117,981	151,269	146,483		
June	109,300	114,965	126,193	154,922	165,255		
July	114,305	113,172	131,005	146,946	169,488		
August	112,004	124,429	140,651	158,066	160,110		
September	106,169	111,901	136,184	153,139	257,264		
October	111,138	115,857	124,067	148,285	164,463		
November	111,396	108,048	147,256	149,921	185,812		
December	112,996	119,270	141,583	153,903	182,579		
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 547,422	





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

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

Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ -	0.00%



GENERAL FUND REVENUE DETAIL
As of March 31, 2021

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	16,343	4,800,000	235,081	4.90%
Real Property Tax - Public Utility	-	60,000	1,094	1.82%
Personal Property Tax	817	160,000	11,778	7.36%
Motor Vehicle Tax	13,919	90,000	32,763	36.40%
Motor Vehicle Title Ad Valorem Tax	46,282	385,000	154,194	40.05%
Apportioned Vehicles (AAVT)	-	2,500	-	0.00%
Mobile Home Tax	103	150	103	68.99%
Intangible Tax	5,625	150,000	29,034	19.36%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,354	15,000	4,385	29.23%
Franchise Tax - Electric	-	465,000	478,702	102.95%
Franchise Tax - Gas	22,545	55,000	22,545	40.99%
Franchise Tax - Cable	1,350	225,000	69,722	30.99%
Franchise Tax - Telephone	-	6,500	1,521	23.41%
Business & Occupational Tax	8,015	135,000	45,497	33.70%
Insurance Premium Tax	-	750,000	-	0.00%
Financial Institutions Tax	1,516	3,500	1,516	43.31%
Penalties & Interest	327	12,000	2,653	22.11%
FiFa Fees	435	2,000	690	34.49%
Total Taxes	118,632	7,317,400	1,091,278	14.91%
Alcoholic Beverage Licenses	-	75,000	2,500	3.33%
Alcohol Pouring Permit	205	2,500	1,715	68.60%
Zoning and Land Use Permits	753	12,500	3,258	26.06%
Planning and Development Fees	2,120	7,500	4,543	60.57%
Sign Permit Fees	-	3,000	274	9.13%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	50	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	150	1,000	325	32.50%
Building Permit Revenue	99,201	850,000	286,686	33.73%
Certificate of Occupancy Fees	21,000	150,000	59,500	39.67%
Building Permit - Reinspection Fees	1,475	20,000	4,525	22.63%
Building Permit-Sub Fee	7,590	50,000	22,863	45.73%
Occupational Tax Late Fees	-	750	-	0.00%
Plan Review Fees	3,570	25,000	19,842	79.37%
Total Licenses and Permits	136,064	1,197,600	406,031	33.90%
Municipal Court Fines	71,279	750,000	185,807	24.77%
Forfeitures	-	500	-	0.00%
Court Costs	910	7,500	3,928	52.37%
Drug Testing Fees	-	500	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	500	1,000	1,000	100.00%
Other Forfeitures	-	500	-	0.00%
Total Fines and Forfeitures	72,689	765,050	190,735	24.93%
Grant Revenue	-	1,000	3,140	313.96%
Probation Fees	1,728	25,000	5,506	22.02%
Printing and Duplicating Service Fees	24	250	42	16.94%
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	12 165	2,500	540	21.60%



GENERAL FUND REVENUE DETAIL
As of March 31, 2021

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Wrecker Service Contract	18,500	18,500	18,500	100.00%
Background Checks	50	1,000	220	22.00%
Bad Check Fees	25	100	100	100.00%
Miscellaneous Revenue	(17)	13,850	3,140	22.67%
Rents and Royalties	6,860	55,000	12,195	22.17%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	27,335	134,700	43,383	32.21%
Interest Revenue	(1,967)	40,000	(417)	-1.04%
Total Investment Income	(1,967)	40,000	(417)	-1.04%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	-	25,000	-	0.00%
Donations from Private Sources	-	20,000	20	0.10%
Total Other Financing Sources	-	45,250	20	0.04%
TOTAL GENERAL FUND REVENUES	\$ 352,752	\$ 9,500,000	\$ 1,731,031	18.22%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	10,500	25.00%
Employee Benefits-Medical	6,302	88,048	25,179	28.60%
Employee Benefits-Dental	263	4,095	1,054	25.74%
Employee Benefits-ADD Life	74	882	294	33.33%
FICA	128	2,604	404	15.52%
Medicare	30	609	95	15.52%
Employee Benefits-Retirement	310	4,470	931	20.84%
Unemployment	14	101	41	40.54%
Workers Comp Insurance	-	108	86	79.69%
Total Salaries and Benefits	<u>10,621</u>	<u>142,917</u>	<u>38,584</u>	<u>27.00%</u>
Communications	47	750	111	14.85%
Travel	-	1,000	-	0.00%
Dues and Fees	102	750	242	32.29%
Education and Training	325	3,000	325	10.83%
Other Expenditures	289	500	419	83.81%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	300	120.00%
Total Operations	<u>763</u>	<u>6,500</u>	<u>1,398</u>	<u>21.50%</u>
City Manager				
Salaries & Wages	11,538	150,000	34,380	22.92%
Employee Benefits-Medical	702	8,572	3,056	35.65%
Employee Benefits-Dental	99	1,120	338	30.19%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	84	1,008	336	33.33%
FICA	713	8,854	2,125	24.00%
Medicare	167	2,175	497	22.85%
Employee Benefits-Retirement	1,109	15,964	3,326	20.84%
Unemployment	-	27	38	140.74%
Workers' Comp. Insurance	-	648	516	79.70%
Total Salaries and Benefits	<u>14,425</u>	<u>188,515</u>	<u>44,662</u>	<u>23.69%</u>
Communications	47	600	111	18.57%
Dues and Fees	452	1,500	742	49.49%
Education and Training	-	1,250	-	0.00%
Other Expenditures	114	1,000	114	11.41%
General Supplies and Materials	-	250	-	0.00%
Total Operations	<u>613</u>	<u>4,600</u>	<u>968</u>	<u>21.04%</u>
City Clerk				
Salaries & Wages	11,236	146,175	33,640	23.01%
Employee Benefits-Medical	2,025	26,572	8,095	30.47%
Employee Benefits-Dental	99	1,488	397	26.65%
Employee Benefits-ADD Life	25	294	98	33.33%
Employee Benefits-Disability	92	1,101	367	33.34%
FICA	669	9,063	2,003	22.10%
Medicare	156	2,120	468	22.10%
Employee Benefits-Retirement	1,080	15,559	3,241	20.83%
Unemployment	12	53	79	149.51%
Workers' Comp. Insurance	-	374	298	79.70%
Total Salaries and Benefits	<u>15,395</u>	<u>202,799</u>	<u>48,687</u>	<u>24.01%</u>
Professional Services	-	10,000	-	0.00%
Communications	47	600	111	18.57%
Advertising	-	250	-	0.00%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Travel	-	2,500	-	0.00%
Dues and Fees	2,224	6,000	5,480	91.34%
Education and Training	(430)	1,000	(280)	-28.00%
Other Expenditures	31	750	31	4.19%
General Supplies and Materials	-	500	12	2.35%
Small Equipment	-	250	-	0.00%
Software	-	4,000	-	0.00%
Total Operations	<u>1,872</u>	<u>25,850</u>	<u>5,355</u>	<u>20.72%</u>
Contingency				
Contingency	-	95,000	-	0.00%
Total Operations	<u>-</u>	<u>95,000</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	12,793	166,825	38,440	23.04%
Employee Benefits-Medical	4,420	60,860	17,662	29.02%
Employee Benefits-Dental	99	1,488	397	26.65%
Employee Benefits-ADD Life	37	441	147	33.33%
Employee Benefits-Disability	113	1,356	452	33.34%
FICA	729	10,343	2,192	21.19%
Medicare	171	2,419	513	21.19%
Employee Benefits-Retirement	1,233	17,757	3,699	20.83%
Unemployment	24	80	114	142.50%
Workers' Comp. Insurance	-	427	340	79.70%
Total Salaries and Benefits	<u>19,619</u>	<u>261,996</u>	<u>63,956</u>	<u>24.41%</u>
Professional Services - Audit	-	25,000	-	0.00%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	284	2,000	284	14.20%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	3,056	12,500	12,005	96.04%
Education and Training	-	2,500	-	0.00%
Other Expenditures	48	100	48	48.29%
General Supplies and Materials	166	1,000	685	68.46%
General Supplies-Postage	(355)	7,500	1,211	16.15%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>3,200</u>	<u>52,650</u>	<u>14,233</u>	<u>27.03%</u>
Legal				
Professional Services - Legal	2,438	45,000	3,085	6.86%
Total Operations	<u>2,438</u>	<u>45,000</u>	<u>3,085</u>	<u>6.86%</u>
Salaries & Wages	4,268	55,488	12,807	23.08%
Employee Benefits-Medical	1,147	16,715	4,586	27.44%
Employee Benefits-Dental	70	1,120	280	24.98%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	38	453	151	33.30%
FICA	228	3,440	685	19.92%
Medicare	53	805	160	19.90%
Employee Benefits-Retirement	410	5,906	1,230	20.83%
Unemployment	5	27	38	140.74%
Workers' Comp. Insurance	-	142	113	79.70%
Total Salaries and Benefits	<u>6,232</u>	<u>84,243</u>	<u>20,100</u>	<u>23.86%</u>



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Communications	47	600	112	18.73%
Dues and Fees	477	3,500	477	13.63%
Other Expenditures	116	100	116	115.73%
General Supplies and Materials	78	1,500	170	11.33%
Small Equipment	-	3,000	182	6.08%
Software	58,298	95,000	73,665	77.54%
Total Operations	<u>59,016</u>	<u>103,700</u>	<u>74,723</u>	<u>72.06%</u>
Risk Management				
Professional Services	-	10,000	4,000	40.00%
Liability Insurance	46,508	138,000	46,508	33.70%
Total Operations	<u>46,508</u>	<u>148,000</u>	<u>50,508</u>	<u>34.13%</u>
General Government Building				
Salaries & Wages	3,725	56,816	10,577	18.62%
Employee Benefits-Medical	702	8,572	2,806	32.74%
Employee Benefits-Dental	29	368	117	31.76%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	26	315	105	33.28%
FICA	229	3,523	649	18.43%
Medicare	54	824	152	18.43%
Employee Benefits-Retirement	420	4,214	1,260	29.90%
Unemployment	15	53	41	77.96%
Workers' Comp. Insurance	-	5,822	4,640	79.70%
Total Salaries and Benefits	<u>5,212</u>	<u>80,654</u>	<u>20,396</u>	<u>25.29%</u>
Disposal - Garbage	30	500	60	12.09%
Pest Control	-	1,500	-	0.00%
Repairs and Maintenance	233	9,900	1,515	15.30%
Repairs and Maintenance - Vehicles	-	2,500	329	13.18%
Rental of Equipment	444	5,000	1,293	25.86%
Communications	1,053	12,500	2,977	23.82%
Dues and Fees	368	500	368	73.67%
Other Expenditures	80	2,500	80	3.20%
General Supplies and Materials	85	10,000	893	8.93%
Water and Sewer	180	2,500	226	9.03%
Natural Gas	210	2,500	510	20.39%
Electricity	1,121	15,000	2,895	19.30%
Gasoline and Diesel	79	1,750	180	10.26%
Small Equipment	-	2,000	48	2.38%
Software	59	1,500	118	7.87%
Total Operations & Capital	<u>3,942</u>	<u>70,150</u>	<u>11,493</u>	<u>16.38%</u>
TOTAL GENERAL GOVERNMENT	<u>\$ 189,855</u>	<u>\$ 1,512,574</u>	<u>\$ 398,147</u>	<u>26.32%</u>
Municipal Court				
Salaries & Wages	10,143	146,179	32,476	22.22%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	3,802	43,287	15,193	35.10%
Employee Benefits-Dental	210	2,607	839	32.19%
Employee Benefits-ADD Life	37	441	147	33.33%
Employee Benefits-Disability	90	1,086	362	33.33%
FICA	577	9,125	1,869	20.48%
Medicare	135	2,134	437	20.48%
Employee Benefits-Retirement	1,088	14,282	3,264	22.85%
Unemployment	27	106	112	106.08%
Workers' Compensation	-	377	300	79.70%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	<u>16,109</u>	<u>220,624</u>	<u>55,000</u>	<u>24.93%</u>
Professional Services - Public Defender	505	11,350	1,585	13.96%
Professional Services - Solicitor/Judge	12,625	97,500	22,375	22.95%
Rental of Equipment	143	1,750	405	23.12%
Communications	38	-	77	100.00%
Advertising	-	50	-	0.00%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	118	500	258	51.63%
Education and Training	60	675	60	8.89%
Other Expenditures	216	100	216	216.34%
General Supplies and Materials	38	2,000	1,291	64.55%
General Supplies and Materials Postage	-	500	132	26.40%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	379	4,500	650	14.44%
Small Equipment	212	500	102	20.40%
Software	2,250	25,000	3,926	15.70%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	-	5,000	595	11.90%
<i>Total Operations</i>	<u>16,584</u>	<u>150,475</u>	<u>31,671</u>	<u>21.05%</u>
TOTAL JUDICIAL	<u>\$ 32,693</u>	<u>\$ 371,099</u>	<u>\$ 86,671</u>	<u>23.36%</u>
 <i>Police Administration</i>				
Salaries & Wages	36,848	405,214	101,582	25.07%
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	6,445	87,432	30,933	35.38%
Employee Benefits-Dental	379	5,966	1,725	28.92%
Employee Benefits-ADD Life	80	882	319	36.11%
Employee Benefits-Disability	313	3,225	1,252	38.81%
FICA	2,201	25,619	6,046	23.60%
Medicare	515	5,992	1,414	23.60%
Employee Benefits-Retirement	3,054	43,983	9,163	20.83%
Unemployment	23	160	227	142.18%
Workers' Compensation	-	16,840	13,421	79.70%
<i>Total Salaries and Benefits</i>	<u>49,858</u>	<u>601,313</u>	<u>166,082</u>	<u>27.62%</u>
 Professional Services	-	500	125	25.00%
Repair & Maintenance-Vehicle	-	5,000	1,737	34.74%
Rental of Equipment	393	5,000	1,233	24.65%
Communications	296	3,300	705	21.35%
Advertising	-	1,000	-	0.00%
Printing and Binding	-	250	-	0.00%
Travel	-	4,000	991	24.78%
Dues and Fees	795	4,000	1,675	41.88%
Education and Training	570	3,000	975	32.50%
Other Expenditures	41	2,000	88	4.40%
General Supplies and Materials	-	4,500	203	4.52%
General Supplies - Postage	27	400	27	6.73%
Gasoline/Diesel	800	8,000	1,578	19.72%
Small Equipment	(7)	1,000	297	29.74%
Software	36	2,600	53	2.06%
Other Supplies - Uniforms	-	3,000	712	23.73%
<i>Total Operations and Capital</i>	<u>2,950</u>	<u>47,550</u>	<u>10,400</u>	<u>21.87%</u>
 <i>Criminal Investigation Division</i>				
Salaries & Wages	1720,932	238,392	56,448	23.68%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages-Overtime	347	6,000	662	11.03%
Employee Benefits-Medical	3,885	51,859	15,512	29.91%
Employee Benefits-Dental	198	2,224	793	35.67%
Employee Benefits-ADD Life	61	588	208	35.42%
Employee Benefits-Disability	179	1,754	616	35.12%
FICA	1,265	15,152	3,389	22.37%
Medicare	296	3,544	793	22.37%
Employee Benefits-Retirement	1,806	26,013	5,419	20.83%
Unemployment	18	106	150	141.74%
Workers' Compensation	-	11,066	8,819	79.70%
Total Salaries and Benefits	<u>28,989</u>	<u>356,698</u>	<u>92,811</u>	<u>26.02%</u>
Repair & Maintenance-Vehicle	-	5,000	146	2.92%
Communications	209	2,300	367	15.94%
Printing and Binding	-	100	-	0.00%
Travel	81	1,000	550	54.96%
Dues and Fees	144	1,000	384	38.38%
Education and Training	635	2,500	635	25.40%
General Supplies and Materials	233	1,000	367	36.67%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	377	6,000	593	9.88%
Small Equipment	916	1,500	953	63.52%
Software	2,052	7,000	2,253	32.18%
Other Supplies - Uniforms	-	1,000	110	11.00%
Total Operations and Capital	<u>4,647</u>	<u>28,450</u>	<u>6,355</u>	<u>22.34%</u>
Vice				
Salaries & Wages	3,795	50,476	12,315	24.40%
Salaries & Wages-Overtime	687	2,000	1,473	73.63%
Employee Benefits-Medical	706	8,572	2,817	32.86%
Employee Benefits-Dental	29	368	117	31.76%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	31	364	125	34.27%
FICA	271	3,254	834	25.62%
Medicare	63	761	195	25.62%
Employee Benefits-Retirement	388	5,586	1,164	20.83%
Unemployment	2	27	38	140.74%
Workers' Compensation	-	2,376	1,894	79.70%
Total Salaries and Benefits	<u>5,984</u>	<u>73,931</u>	<u>21,019</u>	<u>28.43%</u>
Repairs & Maintenance Vehicles	-	2,000	509	25.44%
Communications	-	600	-	0.00%
Gasoline	307	2,000	469	23.43%
Total Operations and Capital	<u>307</u>	<u>4,600</u>	<u>977</u>	<u>21.25%</u>
Patrol				
Salaries & Wages	95,095	1,310,737	301,350	22.99%
Salaries & Wages-Overtime	5,954	50,000	16,138	32.28%
Employee Benefits-Medical	31,077	475,744	118,948	25.00%
Employee Benefits-Dental	1,382	21,977	5,267	23.97%
Employee Benefits-ADD Life	294	3,822	1,176	30.77%
Employee Benefits-Disability	766	9,320	3,072	32.96%
FICA	5,893	84,614	18,468	21.83%
Medicare	1,378	19,789	4,319	21.83%
Employee Benefits-Retirement	10,088	144,047	30,263	21.01%
Unemployment	132	718	954	132.85%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Workers' Compensation	-	61,795	49,508	80.12%
Total Salaries and Benefits	<u>152,058</u>	<u>2,182,563</u>	<u>549,463</u>	<u>25.18%</u>
Professional Services	610	2,000	1,711	85.55%
Repair & Maintenance	75	3,000	75	2.50%
Repair & Maintenance-Vehicle	1,958	60,000	7,626	12.71%
Communications	1,611	18,000	3,810	21.17%
Printing and Binding	-	500	-	0.00%
Travel	-	5,000	-	0.00%
Dues and Fees	288	1,500	428	28.56%
Education & Training	537	12,000	942	7.85%
Contract Labor	-	1,000	-	0.00%
Other Expenditures	481	5,500	750	13.64%
General Supplies and Materials	408	4,000	566	14.15%
Gasoline and Diesel	7,318	80,000	14,346	17.93%
Small Equipment	-	18,000	997	5.54%
Software	2,395	17,000	5,395	31.74%
Other Supplies - Uniforms	1,780	35,000	2,763	7.89%
Total Operations and Capital	<u>17,462</u>	<u>262,500</u>	<u>39,411</u>	<u>15.01%</u>
Police Training				
Salaries & Wages	4,052	56,948	11,925	20.94%
Salaries & Wages-Overtime	184	2,000	184	9.20%
Employee Benefits-Medical	1,235		1,235	100.00%
Employee Benefits-Dental	70		70	100.00%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	33	405	135	33.24%
FICA	251	3,655	739	20.21%
Medicare	59	855	173	20.20%
Employee Benefits-Retirement	436	6,274	1,307	20.84%
Unemployment	1	27	32	117.52%
Workers' Compensation	-	2,669	2,127	79.70%
Total Salaries and Benefits	<u>6,333</u>	<u>72,980</u>	<u>17,975</u>	<u>24.63%</u>
Repair & Maintenance-Vehicle	-	2,000	15	0.75%
Communications	-	600	58	9.65%
Travel	-	2,000	-	0.00%
Education and Training	-	3,000	-	0.00%
General Supplies and Materials	-	2,000	26	1.31%
Weapons Supplies & Ammunition	4,158	20,000	9,526	47.63%
Gasoline and Diesel	229	2,000	318	15.90%
Small Equipment	-	10,000	-	0.00%
Other Supplies - Uniforms	-	300	-	0.00%
Intergovernmental	-	5,000	-	0.00%
Total Operations and Capital	<u>4,387</u>	<u>46,900</u>	<u>9,943</u>	<u>21.20%</u>
Police Stations and Buildings				
Disposal-Garbage/Recycle	91	1,500	181	12.09%
Pest Control	-	1,000	-	0.00%
Repairs and Maintenance	1,497	12,345	1,800	14.58%
Communications	1,012	12,500	2,877	23.02%
General Supplies and Materials	-	5,000	402	8.03%
Water/Sewer	853	7,000	1,072	15.32%
Electricity	915	15,000	2,347	15.65%
Small Equipment	-	2,500	150	6.00%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Software	105	3,500	210	5.99%
Total Operations	<u>4,473</u>	<u>60,345</u>	<u>9,039</u>	<u>14.98%</u>
Probation				
Salaries & Wages	4,021	49,275	11,787	23.92%
Employee Benefits-Medical	706	8,572	2,817	32.86%
Employee Benefits-Dental	29	368	117	31.76%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	33	393	134	34.09%
FICA	247	3,055	724	23.70%
Medicare	58	714	169	23.72%
Employee Benefits-Retirement	364	5,245	1,093	20.83%
Unemployment	8	27	38	140.74%
Workers' Compensation	-	2,231	1,778	79.70%
Total Salaries and Benefits	<u>5,479</u>	<u>70,027</u>	<u>18,706</u>	<u>26.71%</u>
Communications	42	600	100	16.59%
Travel	-	250	-	0.00%
Dues and Fees	77	300	77	25.74%
General Supplies and Materials	-	300	-	0.00%
Gasoline & Diesel	-	2,000	-	0.00%
Small Equipment	-	500	-	0.00%
Software	250	3,000	750	25.00%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	<u>369</u>	<u>7,950</u>	<u>927</u>	<u>11.66%</u>
Fire Services				
Intergovernmental-Fire Services	-	2,377,168	-	0.00%
Total Fire Services	<u>-</u>	<u>2,377,168</u>	<u>-</u>	<u>0.00%</u>
TOTAL PUBLIC SAFETY	<u>\$ 283,296</u>	<u>\$ 6,192,975</u>	<u>\$ 943,108</u>	<u>15.23%</u>
Highways and Streets				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	95	1,500	189	12.61%
Lawn Care	43	1,200	86	7.18%
Pest Control	90	750	225	30.00%
Repairs & Maintenance	14,542	50,000	21,379	42.76%
Repairs & Maintenance-Vehicles	928	10,000	1,257	12.57%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	35,545	426,540	71,090	16.67%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	492	98.38%
Electricity	47	4,500	170	3.77%
Gasoline/Diesel	320	5,000	505	10.10%
Small Equipment	(5)	2,500	(5)	-0.22%
Total Operations	<u>51,604</u>	<u>507,240</u>	<u>95,387</u>	<u>18.81%</u>
Street Lights				
Repairs & Maintenance	367	2,000	1,475	73.76%
Electricity-Street Lights	9,149	120,000	23,601	19.67%
Total Street Lights	<u>9,516</u>	<u>122,000</u>	<u>25,076</u>	<u>20.55%</u>
Traffic Lights				
Repairs & Maintenance	-	2,000	-	0.00%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Electricity-Traffic Lights	164	3,500	346	9.89%
Total Traffic Lights	<u>164</u>	<u>5,500</u>	<u>346</u>	<u>6.29%</u>
TOTAL PUBLIC WORKS	\$ 61,284	\$ 634,740	\$ 120,809	19.03%
Tree Commission				
Repairs & Maintenance	-	22,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	58	500	58	11.67%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	15	750	15	2.05%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>74</u>	<u>25,500</u>	<u>74</u>	<u>0.29%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	4,000	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	\$ 4,074	\$ 29,500	\$ 4,074	13.81%
Building Inspections				
Salaries & Wages	15,788	202,617	47,130	23.26%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	1,409	44,573	6,211	13.94%
Employee Benefits-Dental	158	2,224	660	29.66%
Employee Benefits-ADD Life	36	588	157	26.67%
Employee Benefits-Disability	139	1,664	587	35.30%
FICA	975	12,593	2,910	23.10%
Medicare	228	2,945	680	23.10%
Employee Benefits-Retirement	1,501	21,620	4,504	20.83%
Unemployment	30	106	146	138.01%
Workers' Compensation	554	3,472	3,321	95.65%
Total Salaries and Benefits	<u>20,817</u>	<u>292,902</u>	<u>66,307</u>	<u>22.64%</u>
Professional Services-Engineering	7,468	75,000	15,720	20.96%
Professional Services-Legal	648	6,000	2,769	46.14%
Repairs & Maintenance - Vehicles	34	2,500	522	20.89%
Communications	240	3,500	577	16.48%
Advertising -Promotions	-	2,500	275	11.00%
Printing & Binding	-	100	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	985	3,500	1,150	32.87%
Education and Training	90	1,000	90	9.00%
Contract Labor	-	30,000	-	0.00%
Other Expenditures	732	500	732	146.34%
General Supplies and Materials	10	500	39	7.80%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	249	4,000	470	11.76%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	500	-	0.00%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	<u>10,456</u>	<u>130,300</u>	<u>22,344</u>	<u>17.15%</u>



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages	8,818	118,932	26,509	22.29%
Employee Benefits-Medical	1,918	27,866	8,378	30.07%
Employee Benefits-Dental	68	1,120	304	27.11%
Employee Benefits-ADD Life	25	294	111	37.76%
Employee Benefits-Disability	81	970	357	36.80%
FICA	507	7,374	1,525	20.68%
Medicare	119	1,725	356	20.66%
Employee Benefits-Retirement	807	12,659	2,421	19.12%
Unemployment	19	53	106	199.17%
Workers' Compensation	(237)	4,717	3,048	64.62%
<i>Total Salaries and Benefits</i>	<u>12,124</u>	<u>175,710</u>	<u>43,115</u>	<u>24.54%</u>
Professional Services	-	500	-	0.00%
Professional Services-Legal	-	750	-	0.00%
Communications	47	600	113	18.89%
Advertising	1,958	20,000	5,066	25.33%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	1,232	4,000	1,232	30.80%
Education and Training	-	500	-	0.00%
Planning & Zoning Meeting Fees	196	3,000	637	21.23%
Other Expenditures	157	500	157	31.48%
General Supplies and Materials	15	500	67	13.41%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
<i>Total Operations</i>	<u>3,606</u>	<u>31,400</u>	<u>7,272</u>	<u>23.16%</u>
<i>Economic Development</i>				
Salaries & Wages	847	10,609	2,493	23.50%
FICA	50	658	147	22.34%
Medicare	12	154	34	22.33%
Employee Benefits - Retirement	78	1,129	235	20.84%
Workers Comp Insurance	-	46	37	79.70%
<i>Total Salaries & Benefits</i>	<u>987</u>	<u>12,596</u>	<u>2,946</u>	<u>23.39%</u>
<i>Main Street Program</i>				
Salaries and Wages	3,951	52,189	11,915	22.83%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	4,960	29.67%
Employee Benefits - Dental	70	368	280	76.01%
Employee Benefits - Add Life	12	147	49	33.33%
Employee Benefits - Disability	50	598	199	33.36%
FICA	233	3,298	703	21.31%
Medicare	55	771	164	21.32%
Employee Benefits - Retirement	393	5,661	1,179	20.84%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
<i>Total Salaries and Benefits</i>	<u>6,005</u>	<u>81,004</u>	<u>19,665</u>	<u>24.28%</u>
Communications	42	600	100	16.72%
Travel	-	600	-	0.00%
Dues and Fees	291	1,000	631	63.13%
Education and Training	50	500	50	10.00%
Contract Labor	-	5,000	-	0.00%
Supplies - Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
<i>Total Operations</i>	<u>383</u>	<u>25,200</u>	<u>782</u>	<u>3.10%</u>
<i>Intergovernmental</i>				
Intergovernmental - COED	-	10,000	-	0.00%



**General Fund Expenditures
As of March 31, 2021**

	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Total Intergovernmental	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 54,377</u>	<u>\$ 759,112</u>	<u>\$ 162,432</u>	<u>21.40%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 625,580</u>	<u>\$ 9,500,000</u>	<u>\$ 1,715,240</u>	<u>18.06%</u>



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

REVENUES:	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	8,218	124,990	13,133	10.51%
Interest Revenue	1	10	3	28.40%
TOTAL REVENUES	\$ 8,219	\$ 125,000	\$ 13,136	10.51%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	-	125,000	15,934	12.75%
TOTAL EXPENDITURES	\$ -	\$ 125,000	\$ 15,934	12.75%



Parks & Recreation Fund
As of March 31, 2021

REVENUES:	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	19,392	245,000	64,813	26.45%
Alcoholic Bev Excise Tax Liquor	7,830	85,500	27,370	32.01%
Local Option Mixed Drink Tax	4,307	45,000	13,109	29.13%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	37	100	119	119.00%
Rents and Royalties	1,798	10,000	4,253	42.53%
Prior Year Fund Balance	-	250	-	0.00%
TOTAL REVENUES	\$ 33,364	\$ 386,000	\$ 109,664	28.41%
EXPENDITURES:				
Disposal - Garbage Depot	51	750	103	13.70%
Pest Control - Depot	90	750	180	24.00%
Repairs & Maintenance - Depot	116	20,000	116	0.58%
Communications	138	2,000	568	28.39%
General Supplies - Depot	45	500	1,031	206.23%
Water/Sewer - Depot	20	500	25	5.01%
Natural Gas - Depot	169	2,000	497	24.87%
Electricity - Depot	104	5,000	318	6.36%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	51	750	103	13.70%
Lawn Care	766	9,000	1,931	21.45%
Pest Control - Parks	-	750	-	0.00%
Repairs & Maintenance - Parks	4,634	32,000	6,506	20.33%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	-	500	367	73.40%
Contract Labor	4,725	50,000	11,100	22.20%
General Supplies and Materials - Parks	-	1,000	27	2.75%
Water/Sewer - Parks	671	6,000	1,120	18.66%
Electricity - Parks	130	1,500	279	18.58%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	50,000	-	0.00%
TOTAL EXPENDITURES	\$ 11,710	\$ 386,000	\$ 24,271	6.29%



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

REVENUES:	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Hotel/Motel Taxes	292	4,995	1,012	20.26%
Interest Revenue	0	5	1	11.20%
TOTAL REVENUES	\$ 292	\$ 5,000	\$ 1,013	20.25%
EXPENDITURES:				
Advertising/Promotions	-	5,000	4,295	85.90%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 4,295	85.90%



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

	March 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Proceeds from General Long-term E	91,991	4,000,000	227,702	5.69%
TOTAL REVENUES	\$ 91,991	\$ 4,000,000	\$ 227,702	5.69%
EXPENDITURES:				
Transfer to Town Center Fund	91,991	4,000,000	227,702	5.69%
TOTAL EXPENDITURES	\$ 91,991	\$ 4,000,000	\$ 227,702	5.69%



SPLOST III Fund
As of March 31, 2021

	March 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Special Assessments - Crestmont	-	5,964	-	0.00%
Prior Year Fund Balance	-	273,936	-	0.00%
Interest Revenue	23	100	75	74.52%
TOTAL REVENUES	\$ 23	\$ 280,000	\$ 75	0.03%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	280,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 280,000	\$ -	0.00%



SPLOST IV Fund
As of March 31, 2021

REVENUES:	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Special Assessments	-	1,050	-	0.00%
Interest Revenue	2	45	6	13.60%
Prior Year Fund Balance	-	66,705	-	0.00%
TOTAL REVENUES	\$ 2	\$ 67,800	\$ 6	0.01%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	67,800	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 67,800	\$ -	0.00%



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

REVENUES:	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	158,258	1,800,000	547,422	30.41%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,250,000	-	0.00%
Assessments - Roads	3,000	58,000	3,000	5.17%
Interest Revenue	27	450	87	19.24%
Proceeds from SRTA Loan	-	3,500,000	-	0.00%
TOTAL REVENUES	\$ 161,285	\$ 6,750,480	\$ 550,509	8.16%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	67,788	214,192	70,319	32.83%
Capital Outlay-Police Cars	1,310	100,000	53,092	53.09%
Capital Outlay-Infrastructure	-	586,288	-	0.00%
Capital Outlay-HS Pkwy Phase II	35,971	4,750,000	66,659	1.40%
Holly Street	-	-	15,000	100.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Palm Street Sidewalk	582	-	932	100.00%
TOTAL EXPENDITURES	\$ 105,651	\$ 6,750,480	\$ 206,002	3.05%



Town Center Fund
As of March 31, 2021

	March 2021		YTD	% of Annual
Revenues	Transactions	2021 Budget	Transactions	Budget
Interest Revenue	5	300	17	5.77%
Prior Year Fund Balance	-	167,392	-	0.00%
Transfer from URA	91,991	4,000,000	227,702	5.69%
TOTAL REVENUES	\$ 91,996	\$ 4,167,692	\$ 227,720	5.46%
Expenditures				
Professional Services	-	167,692	2,470	1.47%
Capital Outlay - Site Improvements	125,524	4,000,000	151,729	3.79%
Capital Outlay - TCP Road Network	1,051	-	1,051	100.00%
TOTAL EXPENDITURES	\$ 126,575	\$ 4,167,692	\$ 155,250	3.73%



Debt Service Fund
As of March 31, 2021

Revenues	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest	96	2,000	373	18.67%
Prior Year Fund Balance	-	1,100,952	-	0.00%
TOTAL REVENUES	\$ 96	\$ 1,102,952	\$ 373	0.03%
Expenditures				
Debt Service - Bond Principal HSPRA	-	318,481	156,342	49.09%
Debt Service - Bond Interest HSPRA	-	40,254	23,026	57.20%
Debt Service - Bond Principal URA	-	555,556	277,778	50.00%
Debt Service - Bond Interest URA	-	188,661	79,222	41.99%
TOTAL EXPENDITURES	\$ -	\$ 1,102,952	\$ 536,368	48.63%



**Stormwater Utility Fund
As of March 31, 2021**

REVENUES:	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	1,106	375,667	20,379	5.42%
Interest Revenue	29	650	59	9.00%
TOTAL REVENUES	\$ 1,135	\$ 376,317	\$ 20,437	5.43%
EXPENSES:				
Salaries & Wages	4,067	48,804	12,201	25.00%
Employee Benefits - Medical Insurance	714	8,572	2,142	24.99%
Employee Benefits - Dental Insurance	31	368	93	25.27%
Employee Benefits - Disability	33	398	99	24.87%
Employee Benefits - ADD Life	12	147	36	24.49%
FICA	252	3,026	756	24.98%
Medicare	59	708	177	25.00%
Employee Benefits - Retirement	433	5,195	1,299	25.00%
Unemployment	2	27	6	22.22%
Workers Comp Insurance	237	2,838	711	25.05%
Professional Services	35	2,500	35	1.40%
Technical Services - Regional SW	-	2,500	-	0.00%
Technical Services - Pollution	-	1,500	-	0.00%
Technical Services - Watershed	-	500	-	0.00%
Professional Services - Engineer	7,468	120,000	15,720	13.10%
Repairs & Maintenance	60	95,561	60	0.06%
Repairs & Maintenance - Vehicles	-	-	753	100.00%
Rental of Equipment	140	10,500	450	4.29%
Communications	37	1,500	211	14.05%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	144	6,500	144	2.22%
Training	-	2,000	1,295	64.75%
Contract Labor	2,880	42,500	5,440	12.80%
General Supplies & Materials	-	1,000	75	7.55%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	56	2,500	176	7.03%
Gasoline & Diesel	344	4,000	762	19.06%
Small Equipment	-	1,500	-	0.00%
Other Supplies	144	1,000	407	40.71%
Contingency	-	3,760	-	0.00%
Capital Lease Interest	-	6,063	-	0.00%
TOTAL EXPENSES	\$ 17,146	\$ 376,317	\$ 43,048	11.44%



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

Revenues	March 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	8,980	54,567	45,397	83.19%
Alcohol Beverage Licenses	2,500	25,000	2,500	10.00%
Alcohol Pouring Permits	350	5,000	1,680	33.60%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	-	5,000	5,000	100.00%
Interest Revenue	2	50	5	10.04%
TOTAL REVENUES	\$ 11,832	\$ 114,617	\$ 54,582	47.62%

Expenditures				
Salaries & Wages	3,951	52,189	11,915	22.83%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	4,960	29.67%
Employee Benefits- Dental	70	368	280	76.01%
Employee Benefits-Add Life	12	147	49	33.33%
Employee Benefits-Disability	50	598	199	33.36%
FICA	233	3,298	703	21.31%
Medicare	55	771	164	21.32%
Employee Benefits-Retirement	393	5,661	1,179	20.84%
Unemployment	-	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
Communications	42	600	100	16.72%
Travel	-	600	-	0.00%
Dues and Fees	291	1,000	631	63.13%
Education and Training	50	500	50	10.00%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 6,388	\$ 106,204	\$ 20,447	19.25%



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

Revenues	March 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	2,120.00	25,450	4,543.00	17.85%
Interest Revenue	-	50	0.07	0.14%
Donations from Private Source	-	-	20.00	100.00%
TOTAL REVENUES	\$ 2,120.00	\$ 25,500.00	\$ 4,563.07	17.89%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000	-	0.00%
Tree Maintenance	-	8,000	-	0.00%
Tree Removal	-	6,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	58.36	500	58.36	11.67%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	500	-	0.00%
Banners & Shirts	15.40	250	15.40	6.16%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ 73.76	\$ 25,500.00	\$ 73.76	0.29%

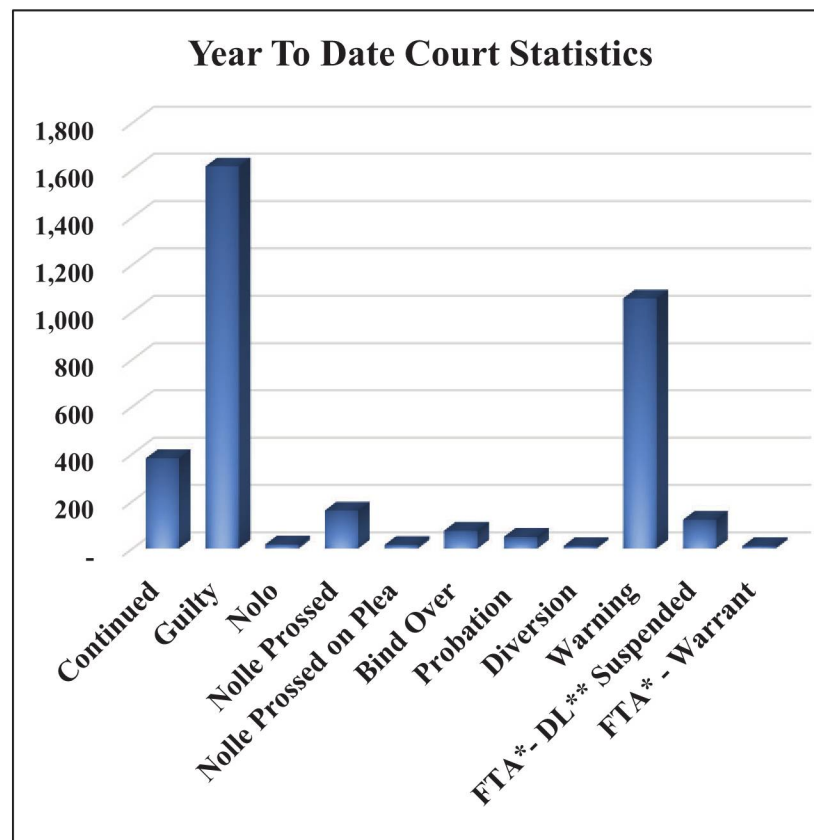


City of Holly Springs Court Statistics 2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	163	88	-	-	-	-	-	-	-	-	-	381
Guilty	585	512	517	-	-	-	-	-	-	-	-	-	1,614
Nolo	6	7	4	-	-	-	-	-	-	-	-	-	17
Nolle Prossed	37	61	62	-	-	-	-	-	-	-	-	-	160
Nolle Prossed on Plea	13	2	-	-	-	-	-	-	-	-	-	-	15
Bind Over	17	27	31	-	-	-	-	-	-	-	-	-	75
Probation	18	16	15	-	-	-	-	-	-	-	-	-	49
Diversion	5	5	-	-	-	-	-	-	-	-	-	-	10
Warning	82	400	575	-	-	-	-	-	-	-	-	-	1,057
FTA*- DL** Suspended	5	31	85	-	-	-	-	-	-	-	-	-	121
FTA* - Warrant	6	1	3	-	-	-	-	-	-	-	-	-	10
	904	1,225	1,380	-	-	-	-	-	-	-	-	-	3,509

* Failure to Appear

** Driver's License

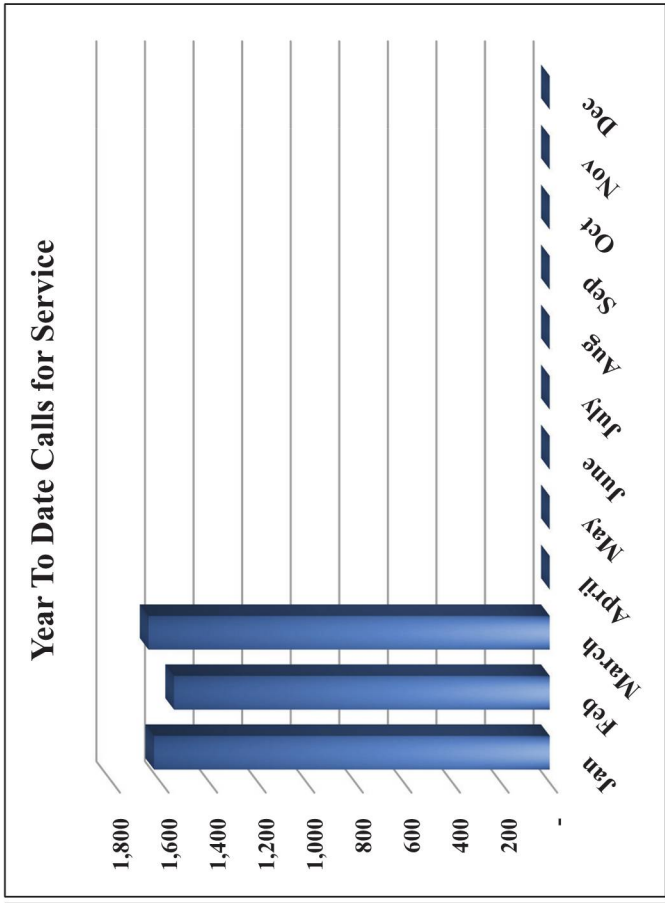
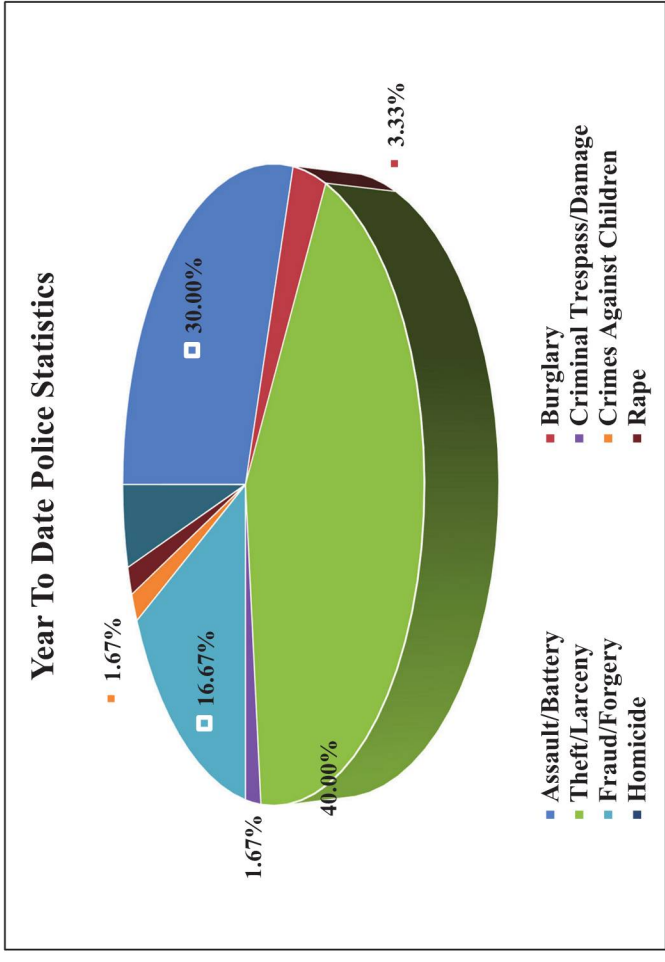




City of Holly Springs Police Statistics 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	5	7	6	-	-	-	-	-	-	-	-	-	18
Burglary	1	1	-	-	-	-	-	-	-	-	-	-	2
Theft/Larceny	10	5	9	-	-	-	-	-	-	-	-	-	24
Criminal Trespass/Damage	-	-	1	-	-	-	-	-	-	-	-	-	1
Fraud/Forgery	1	7	2	-	-	-	-	-	-	-	-	-	10
Crimes Against Children	1	-	-	-	-	-	-	-	-	-	-	-	1
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	1	-	-	-	-	-	-	-	-	-	-	1
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	2	1	-	-	-	-	-	-	-	-	-	-	3
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
20	20	22	18	-	-	-	-	-	-	-	-	-	60

Calls for Service 1,629 1,547 1,652 - - - - - - - - - 4,828





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

Description	Mar-21	
Pot Hole Repair	3	roads
Tree Service Work	6	row
ROW Mowing	20	row
Dead Animal Pick Up	2	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	11	signs
Traffic Signals	4	signs
Equipment Maintenance	5	equipment maintenance
Misc. Work Orders	21	misc
PARKS		
J.B. Owens	19	parks
Barrett Park	16	parks
J.C. Mullins	18	parks
Monthly Totals	125	

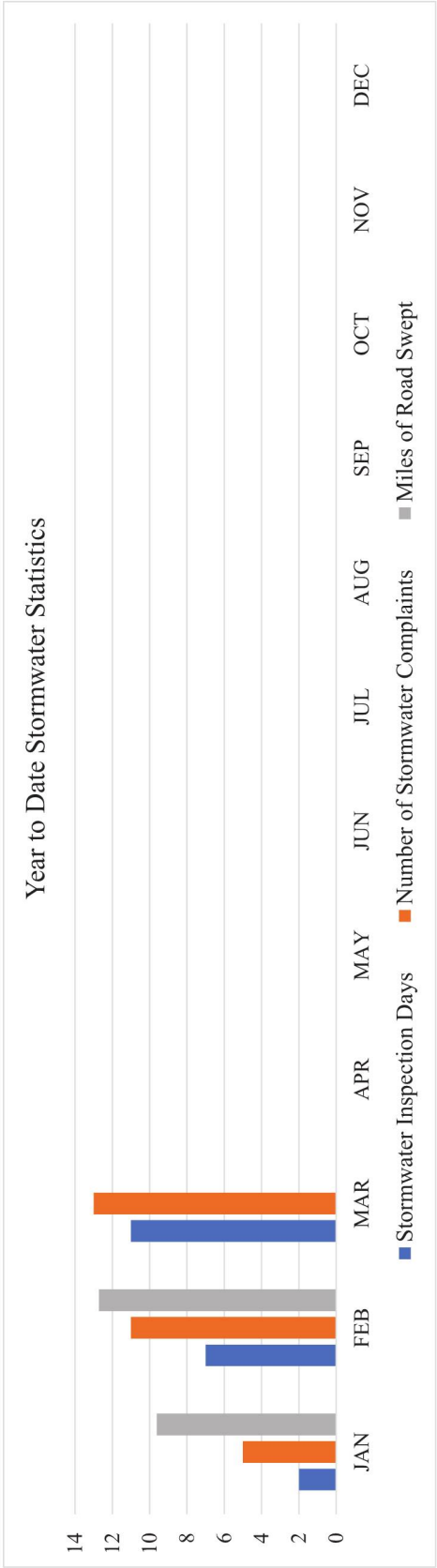
Street Sweeping Mileage

0



**City of Holly Springs
Stormwater Statistics
2021 Year to Date**

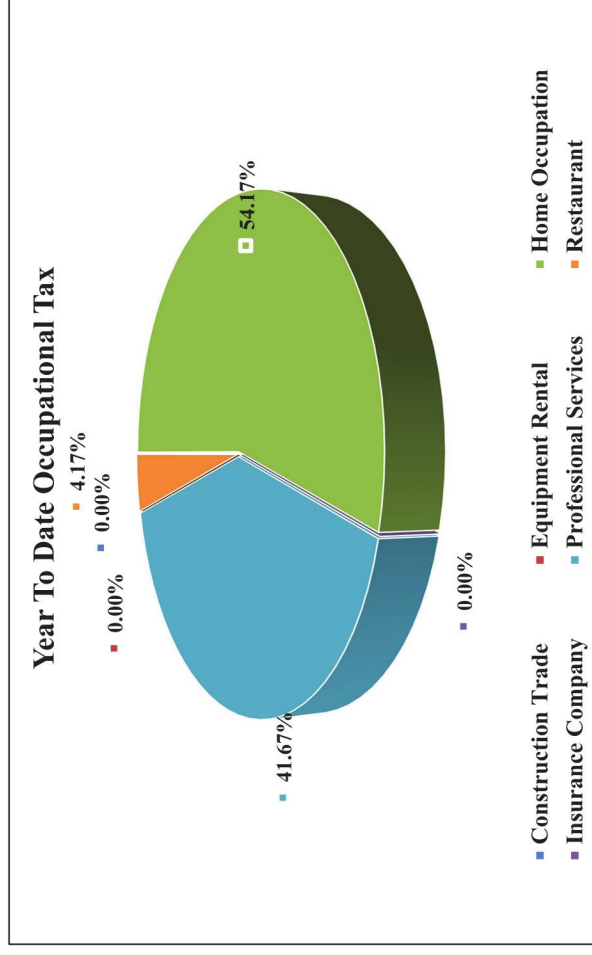
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	7	11										20
Number of Stormwater Complaints	5	11	13										29
Miles of Road Swept	9.62	12.72	0										22.34





City of Holly Springs Occupational Tax Summary 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	4	3	-	-	-	-	-	-	-	-	-	13	54.17%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	5	2	3	-	-	-	-	-	-	-	-	-	10	41.67%
Restaurant	-	1	-	-	-	-	-	-	-	-	-	-	1	4.17%
11	7	7	6	-	-	-	-	-	-	-	-	-	24	100.00%



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

April 19, 2021

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

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



