



City of Holly Springs

Date: Monday, April 18, 2022
Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. UNFINISHED BUSINESS
- IV. NEW BUSINESS
 - A. Discuss a Commercial Lease Agreement between Wayne Wheeler and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
 - B. Discuss Amendment Number 01 to the Agreement between Kimley-Horn and Associates, Inc. and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
 - C. Discuss the release of Holly Glen Phase 1B Maintenance Bonds
Presented By: Nancy Moon, Community Development Director
 - D. Discuss renewal of the Services and Compensation Agreement for property and casualty insurance between Members Insurance Advisors, LLC and the City of Holly Springs, Georgia
Presented By: Karen Norred, City Clerk/Human Resources Director
 - E. Discuss renewal of Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA)
Presented By: Karen Norred, City Clerk/Human Resources Director
- V. ADJOURNMENT

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

- I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATION

- Child Abuse Prevention Month Proclamation – *Presented to Marcie Smith, The Children’s Haven*
- National Police Week Proclamation – *Presented to Chief Tommy Keheley*

V. CONSENT AGENDA

1. March 7, 2022 Work Session Meeting Minutes
2. March 21, 2022 Work Session and Business Meeting Minutes
3. ORD-04-2022, text amendment to the Holly Springs Zoning Ordinance, Article 2: Definitions and Article 5: District Uses and Regulations to amend regulations for Massage Therapy and Day Spa Establishment, and Bodywork Therapy and Bodywork Therapy Establishment
4. ORD-05-2022, text amendment to Chapter 22-Businesses, Articles IX-Massage Therapy Profession—Bodywork Therapists and Bodywork Therapy Establishments and X-Reserved of The Code of the City of Holly Springs, Georgia
5. A resolution to transfer the remaining balance of the Special Purpose Local Option Sales Tax (SPLOST) IV Account to the Special Purpose Local Option Sales Tax (SPLOST) V Account at South State Bank; and to close the Special Purpose Local Option Sales Tax (SPLOST) IV Account at South State Bank; and to authorize the City Manager and/or the Finance Director to transfer the remaining balance and to close the Special Local Option Sales Tax IV Account at South State Bank
6. A quote for roof repairs to the Public Safety Building from Parker Young Construction, LLC in an amount not to exceed \$61,948.55
7. A quote for interior repairs to the Public Safety Building from Parker Young Construction, LLC in an amount not to exceed \$13,358.95
8. Awarding the 2022 Local Maintenance & Improvement Grant (LMIG) Asphalt Resurfacing Project (RFB #2022-01) to Bartow Paving Company in an amount not to exceed \$780,886.51 and authorize the Mayor to execute the construction contract

9. A Professional Design Service Fee proposal from BM&K Construction and Engineering, Inc. for an Engineering Hydro Study for detention ponds in Barrett Springs and Taylors Farm Subdivisions in an amount not to exceed \$8,169
10. A resolution recognizing Georgia Cities Week as April 24 – 30, 2022

VI. NEW BUSINESS

11. Approve/deny a Commercial Lease Agreement between Wayne Wheeler and the City of Holly Springs, Georgia
12. Approve/deny the release of Holly Glen Phase 1B Maintenance Bond #SUR0040758
13. Approve/deny renewal of the Services and Compensation Agreement for property and casualty insurance between Members Insurance Advisors, LLC and the City of Holly Springs, Georgia, not to exceed the annual renewal amount of \$15,000
14. Approve/deny renewal of the Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA) in an amount not to exceed \$113,146

VII. REPORTS

VIII. ADJOURNMENT

QUOTE – CITY OF HOLLY SPRINGS POLICE DEPT.

85 HICKORY SPRINGS IND. DR., SUITE 102

4000 SF @ \$3000.00 PER MONTH	\$3000.00
CHEROKEE CO. TAX IS \$5933.40 DIVIDED BY 2 IS \$2966.70 DIV BY 12 MONTHS=	247.22
COMMERCIAL INSURANCE \$1721.50 DIV BY 2= \$860.75, DIV BY 12 MONTHS=	71.72
CITY OF HOLLY SPRINGS TAXES \$2217.65 DIV BY 2 \$1108.82 DIV BY 12 MONTHS=	92.40
CHEROKEE CO. WATER BILL PER MONTH	10.00
GEORGIA POWER ELECTRIC PER MONTH	<u>100.00</u>
TOTAL PER MONTH	\$3521.34

COMMERCIAL LEASE AGREEMENT

(No Broker)

THIS LEASE is made by and among _____ (hereafter called "Landlord")

(hereinafter called "Tenant")
and _____ (hereinafter called "Guarantor")

WITNESSETH:

PREMISES

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept, and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

And being known as _____
No easement for light or air is included in the Premises.

TERM

2. The tenant shall have and hold the Premises for a term of _____ years beginning on the _____ day of _____, _____, and ending on the _____ day of _____, _____ at midnight, unless sooner terminated as hereinafter provided.

RENTAL

3. Tenant agrees to pay to Landlord at the address of Landlord as stated in this Lease, without Demand, deduction or setoff, and annual rental fee of \$ _____ payable in equal monthly Installments of \$ _____ in advance on the first day of each calendar month during the term thereof. Upon execution of this Lease, Tenant shall pay to Landlord the first full month's rent due hereunder. Rental For any period during the term hereof which is for less than one month shall be prorated portion of the monthly rental due. There will be a 4% increase per year of rent during the term of this lease.

LATE CHARGES

4. If Landlord fails to receive all or any portion of a rent payment within ten (10) days after it Becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Tenant shall deposit with Landlord upon execution of the Lease \$ _____ as a security deposit which shall be held by Landlord without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment to the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant with thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. Under no circumstances may tenant elect to set off rents, or any other monies, against the security deposit.

UTILITY BILLS

6. Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the Premises, and Tenant shall pay all charges for garbage collection or other sanitary services.

COMMON AREA COSTS, RULES AND REGULATIONS

7. If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations. The Rules and Regulations attached hereto are made a part of this Lease. Tenant agrees to perform and abide by those Rules and Regulations and such other Rules and Regulations as may be made from time to time by Landlord.

USE OF PREMISES

8. The Premises shall be used for _____ purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

ABANDONMENT OF THE PREMISES

9. Tenant agrees not to abandon or vacate the Premises during the term of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

TAX AND INSURANCE

10. Tenant shall pay upon demand by Landlord as additional rental during the term of this Lease, and any extension or renewal thereof, the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year. Tenant shall further pay, upon demand, cost of fire and extended coverage insurance including any and all public liability insurance on the building. Tenants's coverage and liability insurance, as provided herein, shall be payable within fifteen (15) days after receipt of notice from Landlord as to the amount due.

INDEMNITY; INSURANCE

11. Tenant agrees to and hereby does indemnify and hold Landlord harmless against all claims for damages to persons or property by reason of Tenant's use of occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per incident, and property damage limits of \$100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this paragraph 11, and naming Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease. Such policy shall be paid one year in advance and shall be NON-CANCELABLE. Tenant shall further provide evidence of such insurance or renewal to Landlord prior to the commencement of each subsequent policy or renewal. Tenant hereby releases and relieves the landlord, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, or on or about the Premises, whether due to the negligence of Tenant, employees, contractors and /or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Tenant shall upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing is contained in the Lease and that Landlord shall be notified by such insurance company of any cancellation.

REPAIRS BY LANDLORD

12. Landlord agrees to keep in good repair the roof, foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful act of Tenant, employees or invitees. Tenant shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

13. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its

expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Unless the grounds are common areas of a building (s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of scrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

ALTERATIONS

14. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alteration, additions, or improvements constructed in violation of this Paragraph 14 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

REMOVAL OF FIXTURES

15. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES

16. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

GOVERNMENTAL ORDERS

17. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, the Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall

become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

CONDEMNATION

18. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

ASSIGNMENT AND SUBLETTING

19. Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The assignment of Tenant, at the option of Landlord, shall become liable to Landlord for all obligations of Tenant hereunder; but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

20. The happening of any one or more of the following events (hereafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided herein; (B) Tenant abandons or vacates the Premises; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (D) Tenant is adjudicated bankrupt; (E) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) Tenant makes an assignment for benefit of creditors; or (H) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord

REMEDIES UPON DEFAULT

21. Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

(A) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

(B) Landlord may terminate this Lease as provided in paragraph 21 (A) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, or (ii) the aggregate reasonable rental value of the Premises (less reasonable attorneys' fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

(C) Landlord may, without terminating this Lease declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment.

(D) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including attorneys fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rental received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent. Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination. Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Tenant acknowledges that the Premises are to be used for commercial purposes, and Tenant expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44-7-52.

EXTERIOR SIGNS

22. Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

LANDLORD'S ENTRY OF PREMISES

23. Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit the Premises to prospective purchasers or tenants, to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

24. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

SUBORDINATION

25. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the Security Deeds") affecting the Building or the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any; and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

QUIET ENJOYMENT

26. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

NO ESTATE IN LAND

27. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER

28. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ATTORNEY'S FEES

29. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

RIGHTS CUMULATIVE

30. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

WAIVER OF RIGHTS

31. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance's by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

ENVIRONMENTAL LAWS

32. Landlord represents to the best of its knowledge and belief, (A) the Premises are in compliance with all applicable environmental laws, and (B) there are not excessive levels (as defined by the Environmental Protection Agency) of radon, toxic waste, or hazardous substances on the Premises. Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of its employees, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental

laws. Violation of any applicable environmental law or regulation whether state or federal shall constitute an additional Event of Default pursuant to this Lease. The Guarantor has contemporaneously herewith executed a separate Guarantee of performance of all of the obligations of the tenant under the Lease.

TIME OF ESSENCE

33. Time is of the essence of this Lease.

DEFINITIONS

34. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises, "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

NOTICES

35. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U. S. Certified Mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown below, except that upon Tenant's taking possession of the Premises, then the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord: _____
Wayne Wheeler (Address)

Tenant: _____
(Address)

Tenant: _____
(Address)

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other party.

ENTIRE AGREEMENT

36. This Lease contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in paragraph 7, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

SPECIAL STIPULATIONS

37. Any special stipulations are set forth in the attached Exhibit _____ insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulation shall control.

Tenant acknowledges that Tenant has read and understands the terms of this Lease and has received a copy of it.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this _____ day of _____, _____.

Notary

LANDLORD:

(Seal)
Wayne Wheeler
Date and time executed by landlord _____

TENANT:

(Seal)

BY : _____ (Seal)

Date and time executed by tenant _____

GUARANTOR:

(Seal)

Date and time executed by guarantor _____



AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 01 dated March 31, 2022 to the agreement between City of Holly Springs ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated January 7, 2019 ("the Agreement") concerning the Holly Springs Town Center Parking Deck (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The scope of services and fees included in Amendment 01 are in addition to the scope of services and fees specified in the original agreement dated January 7, 2019.

SCOPE OF SERVICES

Consultant will perform the following services:

Task 11 – Parking Deck Re-Design.

The parking deck and its access points will be shifted. As a result, the Kimley-Horn team will revise the parking deck structural design, mechanical, electrical, plumbing, and fire protection design as described below.

- 11.1. Perform a revised code review to account for the smaller square footage and for the recently adopted International Building Code, 2018 e., with 2022 Georgia Amendments. The Architect of Record (under separate contract with the Client) is responsible for determining impacts to the life safety plan, including egress paths, travel distances, elevator requirements, and other architectural components of the parking deck.
- 11.2. The shift in entrances and parking deck location will change the parking deck column grid, framing, and foundation locations in that portion of the parking deck. Kimley-Horn will revise the foundation design and details for the column grid shifts necessary to accommodate the shifted access points. It is our understanding GeoPier will perform the aggregate pier soil improvement design under separate contract with the Client. Kimley-Horn assumes GeoPier will confirm the allowable bearing pressure and maximum settlement design values specified on our Construction Documents.
- 11.3. Calculate new open area requirements to comply with the current building code.
- 11.4. Re-design the parking striping and signage in the parking deck to accommodate shift in access points.
- 11.5. Coordinate re-design with revised site plan and civil design.
- 11.6. Re-design the lighting, electrical, fire protection, plumbing and HVAC for the shift in parking deck footprint and change in vehicular access point locations.

- 11.7. Re-design the drainage slopes for positive drainage shifted parking deck footprint and identify if there is impact to the current design's area drain locations, for slab-on-grade level (P1) and elevated levels.
- 11.8. Re-design retaining walls within the footprint of the parking deck, where required.
- 11.9. It is our understanding the architect of record is under separate contract with the Client. Kimley-Horn will coordinate with the architect as they revise and finalize their architectural design, including drawings and technical specifications.

Deliverables

- 11.1. Revise structural, traffic striping and signage, mechanical, electrical, plumbing, and fire protection drawings and specifications. The Architect of Record (under separate contract with the Client) is responsible for development of specifications related to architectural elements.
- 11.2. Revise and resubmit the precast package for bid by Precasters.
- 11.3. Revise and resubmit technical specifications for the parking deck related to the structural, mechanical, electrical, plumbing, and fire protection scope specified above.

Task 12 – Bid Phase Support

- 12.1. Support the Client during the bid phase by:
 - a. Respond to requests for information ("RFI") and contractor/subcontractor questions from the Client.
 - b. Make necessary corrections to original drawings through bulletin drawings for inclusion into addenda. Issue addenda as required.
- 12.2. Assist the Client with identifying value engineering items to reduce construction cost, if necessary. If significant re-design is required, this can be provided as an additional service.
- 12.3. Coordinate with Client to submit building plans for City review. Respond and address comments as needed (we are assuming up to 2 rounds of comments may be required for approval).

Task 13 – Additional Construction Phase Services.

- 13.1. Due to the limited experience of the architect with parking deck design and construction, Kimley-Horn anticipates fielding additional coordination questions and design questions. It is assumed the Architect will review technical RFIs and construction submittals related to architectural design components, but Kimley-Horn will assist in identifying which RFIs and submittals should be addressed by the Architect.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

1. Architectural design or preparation of architectural drawings and/or specifications. The architect is responsible for the following design elements: elevator(s), stair layouts, metal railings, hollow metal doors and frames, fire extinguishers, cabinets, & accessories, architectural façade components such as brick masonry, and all other architectural design components of the parking deck.
2. Permit, application, or impact fees.
3. Civil Engineering and Landscape Architecture design.
4. Wayfinding consulting for site.
5. Traffic Engineering, traffic counts or traffic capacity analyses, and Transportation Demand Management.
6. Parking demand study and/or shared parking study.
7. Prime consulting or managing of the architectural submittals, RFIs, etc. Kimley-Horn will review any structural, mechanical, electrical, plumbing, and plumbing related submittals or RFIs for the parking deck, as provided by the General Contractor and/or Construction Manager. It is assumed the General Contractor and/or Construction Manager will review all submittals and RFIs for determination as to which discipline should review each submittal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attending additional meetings, presentations, and/or conference calls.
2. Changes to the parking deck footprint, changes to the number of levels, or changes to other elements of the parking deck.
3. Site circulation evaluation for design of drop off areas, valet queuing areas.
4. Prepare an Opinion of Probable Cost.
5. Parking deck precast camber and drainage slope design.
6. Provide detailed input to Contractor for Traffic Control Plans and Staging during construction.
7. Warranty follow-up services.

8. Any delays to the project schedule beyond 30 days shall be considered a significant delay to the scope of the project and constitute an increase to the scope and the fee.

SCHEDULE

This tasks described in the Scope of Services above will be performed within the parking deck design schedule as prepared by Kimley-Horn and agreed to with the team. It is anticipated the design of the parking deck will follow the following schedule. Our services shall begin as soon as two (2) weeks after Notice To Proceed and a fully executed contract.

Re-Design prior to Precaster RFP (or Design-Assist)	2 months
Precaster provides final foundation loads (Provided to Design Team prior to beginning CD Phase)	1 month
Construction Documents Phase	1.5 months
Contractor Bid Phase / Construction Phase	11 months

FEES AND EXPENSES

Kimley-Horn will perform the services described in Task 11 and Task 12 for the total lump sum labor fees provided in **Table A** below. Kimley-Horn will perform the services described in Task 13 on an hourly labor fee plus expense basis for the budgetary fees specified in Table A below.

Table A: Kimley-Horn Fees – Amendment 01 Consulting Services

Labor Fee Summary		
Task	Fee Type	Budgetary Labor Fee
Task 11 – Parking Deck Re-Design.	Lump Sum	\$40,000
Task 13 – Bid Phase Support	Lump Sum	\$5,900
Task 13 – Additional Construction Phase Services.	Hourly	\$15,000
TOTAL Labor Fee		\$60,900

Additional Estimated Expenses (including allocation) \$2,800

CLIENT:

City of Holly Springs

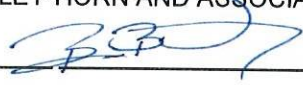
By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Vice President

Date: 2022-03-31



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Holly Glen Phase 1B Maintenance Bonds

DATE: April 13, 2022

COUNCIL MEETING DATE: April 18, 2022

RECOMMENDATION

STAFF ANALYSIS

The following bond has been requested for release:

Subdivision/Development	Bond Type	Bond Number	Amount
Holly Glen Phase 1B	Maintenance	SUR0040758	\$36,519.19

The City Engineer has inspected this phase and approved the release of the bond.

CONCURRENCES

City Engineer

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Map

CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM
Comparative Analysis for May 1, 2022 Renewal

Program Details	2021-2022			2022-2023			Cost Comparison		
	Current Program	Current Rating Basis	Current Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability			\$7,884			\$16,797	62.4%	113.1%	50.7%
Each Occurrence	\$4,000,000	\$18,560,009		\$4,000,000	\$30,141,550				
General Aggregate	Unlimited	Operating Budget		Unlimited	Operating Budget				
Deductibles									
General Liability	\$0			\$0					
Public Officials Liability			\$14,472			\$13,627	62.4%	-5.8%	-68.2%
Each Occurrence	\$4,000,000	\$18,560,009		\$4,000,000	\$30,141,550				
Aggregate	\$20,000,000	Operating Budget		\$20,000,000	Operating Budget				
Deductible	\$5,000			\$5,000					
Law Enforcement Liability			\$33,875			\$31,987	0.0%	-5.6%	-5.6%
Each Occurrence	\$4,000,000	38		\$4,000,000	38				
Aggregate	Unlimited	Officers		Unlimited	Officers				
Deductible	\$5,000			\$5,000					
Automobile Liability			\$31,492			\$30,622	0.0%	-2.8%	-2.8%
Combined Single Limit	\$4,000,000	63		\$4,000,000	63				
Uninsured Motorist Liab.	\$75,000	Vehicles		\$75,000	Vehicles				
Deductibles						\$724			
Auto Liability	\$0			\$0					
Auto Physical Damage			\$13,937			\$13,899	0.0%	-0.3%	-0.3%
Limit	ACV	58		ACV	58				
Vehicles Covered	Scheduled	Vehicles		Scheduled	Vehicles				
Deductible	\$1,000			\$1,000					
Crime			\$1,032			\$1,032	0.0%	0.0%	0.0%
Employee Dishonesty	\$500,000	62		\$500,000	62				
Money & Securities	\$500,000	Employees		\$500,000	Employees				
Deductible	\$1,000			\$1,000					
Property & Equipment			\$7,705			\$7,705	0.0%	0.0%	0.0%
Total Insured Values	\$4,377,740	\$4,377,740		\$4,377,740	\$4,377,740				
Flood Limit	\$4,377,740	Property Values		\$4,377,740	Property Values				
Earthquake Limit	\$4,377,740			\$4,377,740					
Deductibles									
Building and Contents	\$1,000	\$4,274,094		\$1,000	\$4,274,094				
Mobile Equipment	\$1,000	\$103,646		\$1,000	\$103,646				
Equipment Breakdown			\$892			\$892	2.4%	0.0%	-2.4%
Per Occurrence	\$100,000,000	\$4,274,094		\$100,000,000	\$4,377,740				
Deductible	\$1,000	Property Values		\$1,000	Property Values				
Animal Mortality			\$1,500			\$1,500	0.0%	0.0%	0.0%
Scheduled Limit	\$15,000	1		\$15,000	1				
Deductible	\$0	Animals		\$0	Animals				
GIRMA Contributions			\$112,789			\$118,785	16.9%	5.3%	-11.5%
Dividends/Credits			(\$6,520)			(\$5,639)			
GIRMA Net Contributions			\$106,269			\$113,146	16.9%	6.5%	-10.4%
Broker Management Fees			\$10,000			\$15,000			
Grand Total Cost			\$116,269			\$128,146	16.9%	10.2%	-6.6%

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

HO7

PO Box 990

Holly Springs, GA 30142

Coverage Period:

May-01-2022 to May-01-2023

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/12/2022

Administered by:

Lockton Companies

3280 Peachtree Road NE #250
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$4,000,000
Personal & Advertising Injury	\$4,000,000
Products / Completed Operations	\$4,000,000
Failure to Supply Utilities	\$4,000,000
Fire Legal Liability	\$4,000,000
Law Enforcement Liability	\$4,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$20,000,000
Failure to Supply Utilities Aggregate	\$20,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$0
Law Enforcement Liability Deductible	\$5,000
Employee Benefits Liability	\$4,000,000
Employee Benefits Aggregate	\$20,000,000
Form	Occurrence
Deductible	\$0

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

Public Officials / Errors & Omissions Liability		Limit of Liability
Each Wrongful Act or Occurrence		\$4,000,000
Aggregate Limit		\$20,000,000
Form		Occurrence
Deductible		\$5,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$4,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$4,000,000
Medical Payments	Excluded
Deductible	\$0
Uninsured Motorist Deductible	\$0

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000
Hired Physical Damage Deductible	\$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

Crime / Fidelity	Limit of Liability
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

Property	Limit of Liability
Total Insured Values	\$4,377,740
Blanket Building & Contents	\$4,274,094
Mobile Equipment	\$103,646
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$4,377,740
Earthquake Limit	\$4,377,740
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$1,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$1,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$4,274,094
Ordinance or Law Limit	\$4,274,094
Hazardous Substance	\$250,000
Deductible	\$1,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$4,274,094
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

Cyber

Limit of Liability

Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage

Limit of Liability

Scheduled Limit	\$15,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF HOLLY SPRINGS

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$16,797
Law Enforcement Liability – Before Credit	\$39,984
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$7,997</i>
Law Enforcement Liability – After Credit	\$31,987
Public Officials Liability	\$13,627
Automobile Liability	\$30,622
Automobile Physical Damage	\$13,899
Property – Buildings & Contents	\$7,589
Mobile Equipment	\$116
Police Animal Mortality	\$1,500
Crime / Fidelity	\$1,032
Boiler & Machinery	\$892
Uninsured Motorist	\$724
Sub Total	\$118,785
Less Renewal Credit	\$5,639
Total	\$113,146

Disclaimer:

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Proclamation

Children Abuse Prevention Week

WHEREAS, Children are critical to Holly Springs' future success, prosperity, and quality of life. While children are our most valuable resource, they are also our most vulnerable. Children have a right to be safe and an opportunity to thrive, learn, and grow in an environment that fosters healthy development; and

WHEREAS, Child abuse and neglect can be prevented by supporting and strengthening Holly Springs' families, thus preventing the far-reaching effects of maltreatment and providing the opportunity for children to develop healthy, trusting family bonds, and consequently, building the foundations of communities; and

WHEREAS, Effectively intervening in the lives of children threatened by abuse is a shared responsibility, and Holly Springs citizens must come together so that the voices of our children are heard by all. We all must ensure that our communities are extending helping hands to children and families in need; and

WHEREAS, Effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, By providing a safe and nurturing environment for our children, free of violence, abuse and neglect, we can ensure that Holly Springs' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation; now

Therefore, I, Mayor Steven W. Miller hereby proclaim April 2022, as CHILD ABUSE PREVENTION MONTH in the City of Holly Springs and urge families and communities to become involved in protecting our community's children.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk

(Seal)



Proclamation
National Police Week
May 15 – 21, 2022

To recognize National Police Week 2022 and to honor the service and sacrifice of those police officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week;

WHEREAS, the International Association of Chiefs of Police has declared police officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of the police department of the City of Holly Springs play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the men and women of the police department of the City of Holly Springs unceasingly provide a vital public service;

NOW, THEREFORE, I, Mayor Steven W. Miller call upon all citizens of the City of Holly Springs and upon all patriotic, civil and educational organizations to observe the week of May 15 – 21, 2022, as Police Week with appropriate ceremonies and observances in which our community may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the City of Holly Springs to observe May 15, 2022, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April 2022.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Minutes
March 7, 2022

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

Elected Officials Absent: Councilman Kevin Moore and Councilman Jeff Wilbur.

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

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.

City Manager Robert H. Logan requested that Item E, Discuss proposals for sidewalk repairs in Harmony on the Lakes be tabled due to the lack of quotes.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 3-0.

Meeting adjourned.

City of Holly Springs
City Council Special Called Meeting Minutes
March 7, 2022

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

Elected Officials Absent: Councilman Kevin Moore and Councilman Jeff Wilbur.

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

Mayor Miller called the Work Session to order.

Mayor Pro Tem Zenchuk made a motion to add Item B, bond release for Advanced Auto Parts and the bond release and acceptance of roads in Holly Glen Ph. 1 and The Gardens Phases 1 & 2, Item C, a resolution opposing HB 1093 and SB 494 and opposing limitations on a county's authority to make housing, land use and zoning decisions within a local government's geographical boundaries, and Item D, an amendment to the 2022 budget appropriation, to the March 7, 2022 Special Called Meeting agenda. Councilman Whitaker seconded the motion. Motion carried 3-0.

Mayor Pro Tem Zenchuk made a motion to add Items 1, 2, and 3 and Items B, C, and D to a Consent Agenda. Mayor Pro Tem withdrew this motion.

Mayor Pro Tem Zenchuk made a motion to add Items 1, 2, and 3 to a Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 3-0.

Consent Agenda

1. A resolution approving the Urban Redevelopment Plan Amendment
2. Invoice #0017 from Dawsonville Bluffs, LLC for stream mitigation credits for the Holly Springs Parkway Widening Project Phases I, II, and III in an amount not to exceed \$542,700
3. The Accounting Specialist, Finance Director, Accountant, Community Development Director, Communications and External Affairs Director, Assistant City Clerk/Records Manager, Chief Building Official, Building Inspector, Community Development Technician, Administrative Assistant, Senior Building Inspector, Court Administrator, Police Chief, Deputy Police Chief, Captain, Lieutenant, Sergeant, Detective, and Officer job descriptions

Mayor Pro Tem Zenchuk made a motion to approve the March 7, 2022 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve the bond release for Advanced Auto Parts and the bond release and acceptance of roads in Holly Glen Ph. 1 and The Gardens Phases 1 & 2. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve a resolution opposing HB 1093 and SB 494 and opposing limitations on a county's authority to make housing, land use and zoning decisions within a local government's geographical boundaries. Councilwoman Phillips seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve an amendment to the 2022 budget appropriation. Councilwoman Phillips seconded the motion. Motion carried 3-0.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 3-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
March 21, 2022

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

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

Mayor Miller called the Work Session to order.

City resident Roger McIver addressed Council stating that he believed the quote for the sidewalk repairs in Harmony on the Lakes was too high.

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

Meeting adjourned.

City of Holly Springs
City Council Business Meeting Minutes
March 21, 2022

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

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

Mayor Miller called the Business Meeting to order.

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

Mayor Miller read the Safe Digging Month Proclamation.

Consent Agenda

1. February 7, 2022 Work Session Meeting Minutes
2. February 28, 2022 Work Session, Public Hearing, and Business Meeting Minutes
3. A Lighting Services Agreement between Georgia Power and the City of Holly Springs, Georgia for service address 4228 Holly Springs Parkway, Holly Springs, Georgia
4. An agreement among Advanced Metal Fabrication, Inc., the Urban Redevelopment Agency of the City of Holly Springs, Georgia, and the City of Holly Springs, Georgia
5. An agreement among AW Global, LLC, the Urban Redevelopment Agency of the City of Holly Springs, Georgia and the City of Holly Springs, Georgia
6. Amendment Two to the Contract for Professional Services between Optech Monette, LLC and the City of Holly Springs, Georgia
7. A Full Maintenance Agreement and Amendment between Enterprise Fleet Management, Inc. and the City of Holly Springs, Georgia
8. A Maintenance Management and Fleet Rental Agreement and Amendment between Enterprise Fleet Management and the City of Holly Springs, Georgia
9. A Master Equity Lease Agreement and Amendment between Enterprise FM Trust and the City of Holly Springs, Georgia
10. An Intergovernmental Agreement for Cherokee County to Conduct Elections for the City of Holly Springs, Georgia

Councilwoman Phillips made a motion to approve the March 21, 2022 Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve MA-02-2022, rezoning of 2.38 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcel 051 of tax plat 93N00, from R-20, Single Family Residential, to TND, Traditional Neighborhood Development. Councilman Whitaker seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve a Lease Agreement dated March 16, 2022 from Duplicating Products, Inc. for a term of 48 months, in an amount not to exceed \$159.50 monthly payment amount. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve a resolution appointing a member to the Cherokee County Library Board of Trustees. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Moore made a motion to approve a resolution appointing members to the Downtown Development Authority. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Phillips made a motion to approve a resolution appointing members to the Urban Redevelopment Agency. Councilman Moore seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve a quote from Parker Young Construction, LLC for sidewalk repairs in Harmony on the Lakes in an amount not to exceed \$28,509.10. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to deny support of LC 47 1768, an Act to amend an Act creating a new charter for the City of Holly Springs in the County of Cherokee, approved March 18, 1980, as amended, particularly by an Act approved April 10, 2014, and an Act approved April 29, 2014 so as to provide for partisan elections; to provide for a referendum, effective dates, and automatic repeal; to provide for related matters; to repeal conflicting laws; and for other purposes. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to deny support of LC 47 1771, an Act to amend an Act creating a new charter for the City of Holly Springs in the County of Cherokee, approved March 18, 1980, as amended, particularly by an Act approved April 10, 2014, and an Act approved April 29, 2014, so as to provide for election by majority vote, to provide for a referendum, effective dates, and automatic repeal; to provide for related matters; to repeal conflicting laws; and for other purposes. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve an ordinance to amend the Code of the City of Holly Springs, Georgia, Chapter 18-Building and Building Regulations, Article IV-Administration and Enforcement of State Minimum Standard Codes. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Finance Director Denise Lamazares announced the February finance report was included in the packet.

City Attorney Robert M. Dyer announced that there would be a hearing on April 11, 2022 regarding the validity of the description of the property located at 95 Palm Street as it relates to its condemnation proceedings.

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, INTERPRETATIONS AND DEFINITIONS, ARTICLE 2 AND DISTRICT USES AND REGULATIONS, ARTICLE 5 OF THE HOLLY SPRINGS ZONING ORDINANCE; 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. That Article 2, Interpretations and Definitions, Section 2.2 Definitions, be amended with the following addition of definitions:

Bodywork Therapy: A general term that refers to a group of body-based approaches to treatment that emphasize manipulation and realignment of the body's structure in order to improve its function as well as the client's mental outlook. These therapies typically combine a relatively passive phase, in which the client receives deep-tissue bodywork or postural correction from an experienced instructor or practitioner, and a more active period of movement education, in which the client practices sitting, standing, and moving about with better alignment of the body and greater ease of motion. Body work therapy may include, but is not limited to, Asian Bodywork Therapy, Polarity Therapy, Reflexology, and Structural Integration. Bodywork therapies are not regulated in the Georgia Massage Therapy Practice Act. Persons operating under the term of bodywork therapy may not advertise or operate under the term of massage therapist unless a Georgia massage therapist active state license has been issued in their name. Bodywork therapy shall not include a diagnosis, service or procedure normally provided by a Doctor of Medicine, Doctor of Chiropractic, or Doctor of Podiatry, nor shall it apply to massage therapists, athletic trainers, technicians, or physical therapists who act by prescription or under the supervision of an authorized licensee to practice medicine or surgery, approved by the Georgia Composite Medical Board or the Georgia Secretary of State Professional Licensing Boards Division. See 5.4-10A for specific requirements.

Bodywork Therapy Establishment: Any business, conducted in whatever form, where one or more bodywork therapists perform bodywork therapy on a site or premises, or portion thereof, for compensation. See 5.4-10A for specific requirements.

Section 2. That Article 5, District Uses and Regulations, Section 5.2-6 Neighborhood Commercial, NC, B) Permitted Uses, be amended as follows:

Delete “Massage Therapy Ancillary Services”.

Add “Massage Therapy and Massage Therapy Establishment 5.4-30”

Section 3. That Article 5, District Uses and Regulations, Section 5.2-6 Neighborhood Commercial, NC, D) Conditional Uses, be amended as follows:

Delete “Massage Therapy and Day Spa Establishment”.
Amend “Bodywork Therapy and Bodywork Therapy Establishment 5.4-10A”

Section 4. That Article 5, District Uses and Regulations, Section 5.2-7, Office/Institutional, OI, B) Permitted Uses, be amended as follows:

Delete “Massage Therapy Ancillary Services”.
Add “Massage Therapy and Massage Therapy Establishment 5.4-30”

Section 5. That Article 5, District Uses and Regulations, Section 5.2-7, Office/Institutional, OI, D) Conditional Uses, be amended as follows:

Delete “Massage Therapy and Day Spa Establishment”.
Amend “Bodywork Therapy and Bodywork Therapy Establishment 5.4-10A”

Section 6. That Article 5, District Uses and Regulations, Section 5.2-8, General Commercial, GC, B) Permitted Uses, be amended as follows:

Delete “Massage Therapy Ancillary Services”.
Add “Massage Therapy and Massage Therapy Establishment 5.4-30”

Section 7. That Article 5, District Uses and Regulations, Section 5.2-8, General Commercial, GC, be amended as follows:

Delete “Massage Therapy and Day Spa Establishment”.
Amend “Bodywork Therapy and Bodywork Therapy Establishment 5.4-10A”

Section 8. That Article 5, District Uses and Regulations, Section 5.4-10A: Bodywork Therapy Establishments be added as follows:

5.4-10A: Bodywork Therapy Establishments

All applicants seeking to operate a Bodywork Therapy Establishment and Day Spa shall, in addition to an application for a conditional use permit shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) 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.) 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 bodywork therapy 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 bodywork therapy establishment and shall be lit during the administration of bodywork therapy; and
 4. Adequate toilet and lavatory facilities with hot and cold running water, toilet tissue, soap dispenser with soap or other hand-cleansing materials, sanitary towels or other hand drying devices, waste receptacles, and adequate lighting and ventilation sufficient to remove objectionable odors on the premises of the business or entity or within reasonable proximity to such establishment when it is located in a space or facilities also used by other businesses shall be provided; and
 5. Adequate and sanitary shower facilities if the bodywork therapist or bodywork therapy establishment maintains a whirlpool bath, sauna, hot tub, spa, steam cabinet, or steam room, including soap and sanitary cloth towels and adequate lighting and ventilation shall be provided; and
 6. Closed cabinets shall be utilized for the storage of clean linen; and
 7. Dressing and toilet facilities shall be available for customers in compliance with applicable building codes, now and as amended.
 8. 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
 9. Sanitary towels and linens shall be provided for customers receiving bodywork therapy services and shall be laundered following use by each individual customer; and
 10. Any property or location used by the bodywork therapist or bodywork therapy establishment shall be provided with extermination of vermin, insects, termites, and rodents; and
 11. Two way or reversible mirrors are expressly prohibited; and

12. Doors. All front, reception, hallway or front exterior doors (except back or rear exterior doors used for employee entrance to and exit from the bodywork therapy establishment) shall be unlocked during business hours, unless some other arrangement related to safety has been made with the police department. No bodywork therapy 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.
13. 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
14. 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 bodywork therapy 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
15. 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.
16. 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.

Section 9. That Article 5, District Uses and Regulations, Section 5.4-30: Massage Therapy and Massage Therapy Establishments be deleted in its entirety and replaced with the following:

5.4-30: Massage Therapy and Massage Therapy Establishments. All applicants seeking to practice Massage Therapy, as an establishment, ancillary use, or home occupation, shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

- a.) Massage Therapy in compliance with Article X, Chapter 22 of the Code of the City of Holly Springs, is considered a permitted use.
- b.) All Massage 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. Adequate toilet and lavatory facilities with hot and cold running water, toilet tissue, soap dispenser with soap or other hand-cleansing materials, sanitary towels or other hand drying devices, waste receptacles, and adequate lighting and ventilation sufficient to remove objectionable odors on the premises of the business or entity or within reasonable proximity to such business or entity when it is located in a space or facilities also used by other businesses shall be provided; and
5. Adequate and sanitary shower facilities if the massage therapist or massage therapy establishment maintains a whirlpool bath, sauna, hot tub, spa, steam cabinet, or steam room, including soap and sanitary cloth towels and adequate lighting and ventilation shall be provided; and
6. Closed cabinets shall be utilized for the storage of clean linen; and
7. Dressing and toilet facilities shall be available for customers in compliance with applicable building codes, now and as amended.
8. 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
9. Sanitary towels and linens shall be provided for customers receiving massage services and shall be laundered following use by each individual customer; and
10. Any property or location used by the massage therapist or massage therapy establishment shall be provided with extermination of vermin, insects, termites, and rodents; and
11. Two way or reversible mirrors are expressly prohibited; and
12. 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.

13. 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
14. 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
15. 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.
16. 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.

Section 10. 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 11. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 18th day of April, 2022.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, MASSAGE THERAPY PROFESSION—BODYWORK THERAPY ESTABLISHMENTS, ARTICLE IX AND RESERVED, ARTICLE X OF CHAPTER 22, BUSINESSES OF THE CITY OF HOLLY SPRINGS MUNICIPAL CODE; 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. That the City of Holly Springs Municipal Code, Chapter 22 Businesses, Articles IX, Massage Therapy Profession—Bodywork Therapy Establishments and X—Reserved be deleted in their entirety and replaced as follows:

ARTICLE IX. - BODYWORK THERAPISTS AND BODYWORK THERAPY ESTABLISHMENTS

Sec. 22-260. - Findings; public purpose.

The mayor and city council find that the general assembly has adopted O.C.G.A. § 43-24A-1, et seq. the "Georgia Massage Therapy Practice Act," which imposes licensing requirements on massage therapists. The Georgia Massage Therapy Practice Act and this article seek to clearly differentiate between the therapeutic and beneficial services of massage therapists, licensed by the Georgia Board of Massage Therapy, and other types of bodywork and massage businesses that are, in most instances, operated by persons who are not licensed by the Georgia Board of Massage Therapy. In fact, the Georgia Massage Therapy Practice Act does not impose any requirements upon those persons or establishments in the business of providing bodywork therapy.

The mayor and city council find that it is in the best interests of the health, welfare, safety and morals of the community to provide for the regulation of bodywork therapists and bodywork therapy establishments. Based upon research and the experience of other communities and municipalities, the mayor and city council find that certain bodywork therapy establishments beget and degenerate into undesirable community conditions including, but not limited to, depression of property values in the surrounding neighborhood, increased expenditures for law enforcement personnel to preserve law and order, increased burden on the judicial system, and acceleration of community blight by the concentration of such establishments in particular areas. Accordingly, it is in the best interests of the health, welfare, safety and morals of the community to enact regulations to reduce the adverse impacts of bodywork therapy establishments.

However, the mayor and city council also find that the outright prohibition of such establishments could improperly infringe upon certain constitutional rights of those wishing to operate licensed establishments. The mayor and city council find that qualified bodywork therapists have received extensive training to provide bodywork therapy that has been proven to be therapeutic; however, regulations are necessary to protect the public from unqualified practitioners. The mayor and city council find that it is in the best interests of the public to set

guidelines and procedures for those who seek to practice bodywork therapy; to promote high standards of professional performance for those practicing bodywork therapy; and to protect the public from unprofessional conduct by persons licensed to practice bodywork therapy.

This article seeks to clearly differentiate between the therapeutic and beneficial services of bodywork therapists, and other types of bodywork and massage businesses that are, in most instances, operated by persons who have little or no formal training in bodywork therapy, and are commercial operations for illegal sexually oriented services. The mayor and city council find that state licensed massage therapists have received extensive training to provide massage therapy that has been proven to be therapeutic; however, regulations are necessary to protect the public from unqualified practitioners. Therefore, the purpose of this article is to differentiate from massage therapy and reasonably regulate bodywork therapy and bodywork therapy establishments in a manner that serves the legitimate governmental interests of reducing criminal activity, protecting property values, and providing for safe and sanitary conditions without unreasonably infringing upon the protected rights of licensed bodywork therapy establishments and their patrons.

Sec. 22-261. - Definitions.

The following definitions are to clarify terms found in this article. Terms in this article that are not defined herewith shall be defined by the customary dictionary definition. If the term cannot be found or if there is no logical nexus between the term in this article and a dictionary, the police chief shall seek to provide a suitable definition.

Advertise: The act or practice of calling public attention to one's service by the issuing of or causing to be distributed any card, sign, or other device or causing or permitting any sign or marking on or in any building or structure, or in any newspaper, magazine, or directory, or announcement on radio, or announcement or display on television, computer network, or electronic or telephonic medium.

Asian bodywork therapy: The treatment of human body, mind, emotions, spirit, and energy field using traditional Asian techniques and treatment strategies based on principles of Chinese medicine for the purpose of promoting, maintaining, and restoring health.

Asian bodywork therapist: A person providing Asian bodywork therapy who has completed minimum training as set by American Organization for Bodywork Therapies of Asia, and/or completion of the National Certification Commission for Acupuncture and Oriental Medicine (NCCAOM) Asian bodywork therapy certification exam.

Board: The Georgia Board of Massage Therapy.

Business name: The name under which the owner applies for an establishment license to provide massage or bodywork therapy.

Bodywork therapist: One who engages in the practice of a bodywork therapy discipline(s).

Bodywork therapy: A general term that refers to a group of body-based approaches to treatment that emphasize manipulation and realignment of the body's structure in order to improve its function as well as the client's mental outlook. These therapies typically combine a relatively passive phase, in which the client receives deep-tissue bodywork or postural correction from an experienced instructor or practitioner, and a more active period of movement education, in which the client practices sitting, standing, and moving about with better alignment of the body and greater ease of motion. Bodywork therapy may include, but is not limited to, Asian bodywork therapy, polarity therapy, reflexology, and structural integration. Bodywork therapies are not

regulated in the Georgia Massage Therapy Practice Act. Persons operating under the term of bodywork therapy may not advertise or operate under the term of massage therapist unless a Georgia massage therapist active state license has been issued in their name. Bodywork therapy shall not include a diagnosis, service or procedure normally provided by a doctor of medicine, doctor of chiropractic, or doctor of podiatry, nor shall it apply to massage therapists, athletic trainers, technicians, or physical therapists who act by prescription or under the supervision of an authorized licensee to practice medicine or surgery, approved by the Georgia Composite Medical Board or the Georgia Secretary of State Professional Licensing Boards Division. See section 22-262.

Bodywork therapy establishment: Any business, conducted in whatever form, where one or more bodywork therapists perform bodywork therapy on a site or premises, or portion thereof, for compensation. Bodywork therapy establishments shall not include any establishment exempted by section 22-289 of this article.

City: The City of Holly Springs, Georgia.

Employee: Any person over 18 years of age, other than a massage therapist, who renders any service in connection with the operation of a massage or bodywork therapy business and receives compensation from the operator of the business.

Good moral character: A person is of good moral character according to this article if that person has not been convicted of a drug-related or alcohol-related felony or sex-related crime in the past five years.

Governing authority: The governing authority of the City of Holly Springs, Georgia.

License, Active State Massage Therapy: A valid and current certificate of registration issued by the Georgia Board of Massage Therapy. Pending status is not active status and is not included under this definition.

License, bodywork therapist: The certificate issued by the city that illustrates compliance with this article.

License, bodywork therapy establishment: The certificate issued by the city that illustrates compliance with this article.

Licensee: Any person holding a business establishment license issued hereunder.

Massage therapist: A person holding an active state massage therapy license, issued by the Georgia Board of Massage Therapy, who administers massage or massage therapy for compensation. Pending status is not active status and shall not be included under this definition. Bodywork therapists without an active state massage therapy license are not included in this definition.

Massage or massage therapy: Massage therapy means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the body in which the primary intent is to enhance or restore health and well-being. The term includes complementary methods, including, without limitation, the external application of water, superficial heat, superficial cold, lubricants, salt scrubs, or other topical preparations and the use of commercially available electromechanical devices that do not require the use of transcutaneous electrodes and that mimic or enhance the actions possible by the hands. The term also includes evaluation by the state-licensed massage therapist to determine whether massage therapy is appropriate or

contraindicated, or whether referral to another health care provider is appropriate. Massage therapy shall not include the use of ultrasound, fluidotherapy, laser, or other deep thermal modalities. Massage therapy shall not include a diagnosis, service or procedure normally provided by a Doctor of Medicine, Doctor of Chiropractic, or Doctor of Podiatry, nor shall it apply to athletic trainers, technicians, or physical therapists who act by prescription or under the supervision of an authorized licensee to practice medicine or surgery, approved by the Georgia Composite Medical Board or the Georgia Secretary of State Professional Licensing Boards Division. Massage therapy shall not include any conduct or activity that is otherwise prohibited by state, federal or local law. O.C.G.A. § 43-24A-3

Massage therapy establishment: Any business, conducted in whatever form, where one or more massage therapists perform massage therapy on a site or premises, or portion thereof, wherein a massage therapist with an active state license practices massage for compensation. Massage therapy establishments shall not include any establishment exempted by section 22-289 of this article.

Minor: For the purposes of this article, any person who has not attained the age of 18 years.

Operator: Manager or other natural person principally in charge of an establishment.

Out-call bodywork therapy service: Bodywork therapy service provided by a bodywork therapist at a location designated by the patron or the bodywork therapist, other than at the designated approved bodywork therapy establishment. Services may not be performed at the place of residence of the bodywork therapist.

Owner or owners: The proprietor if a sole proprietorship, all partners (general and limited) if a partnership, or all officers, directors and persons holding ten percent or more of the outstanding shares if a corporation.

Patron: Any person over 18 years of age who receives bodywork therapy under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefore.

Person: A natural person only.

Polarity therapy: The treatment of the human body, mind, emotions, spirit, and energy fields for the purpose of promoting, maintaining, and restoring health.

Polarity therapist: A person who has completed minimum training requirements as established by the American Polarity Therapy Association®, and/or designation as a registered polarity practitioner.

Reflexology: The application of alternating pressure applied to the reflexes within the reflex maps of the body located on the feet, hands, and outer ears.

Reflexologist: A person who has completed minimum training as established by the American Reflexology Certification Board, and/or passed the American Reflexology Certification Exam.

Sexually oriented business: Any adult business, including but not limited to, a sex parlor, massage parlor, adult bookstore, adult movie theater, adult video store, adult motel, spa or sauna alluding to sexual content or services, or other commercial business that offer items or services to provide sexual stimulation or gratification.

Structural integration: The restoration of postural balance and functional ease by systematically aligning and integrating the human body in gravity. Structural integrators work through manipulation of the connective tissue matrix, enhancement of the client's awareness, and education.

Structural integrator: A person who has completed minimum training, as set by the International Association of Structural Integrators®, membership in or qualification for membership in IASI, and/or completion of the certification exam for structural integrators (SM).

Sec. 22-262. - Bodywork therapy industries and other practices.

- (a) The Georgia Massage Therapy Practice Act, O.C.G.A. § 43-24A-1 et seq., exempts from regulation certain therapeutic industries, which for the purposes of this code are known as bodywork therapy. All industries exempt from regulation of the Georgia Massage Therapy Practice Act, as listed in O.C.G.A § 43-24A-19, now and as may be amended in the future, shall be required to apply for and receive a bodywork therapy license from the City of Holly Springs to operate in the city.
- (b) Examples of bodywork therapy shall include, but not be limited to:
 - (1) A person licensed, registered, or certified under any other chapter or article under O.C.G.A. tit. 43 while engaged in the professional or trade practices properly conducted under authority of such other licensing laws, provided that such person shall not use the title of massage therapist;
 - (2) A person pursuing a course of study leading to a degree or certificate as a massage therapist in an educational program recognized by the board, if such person is designated by title indicating student status and is fulfilling uncompensated work experiences required for the attainment of the degree or certificate;
 - (3) A nonresident person rendering massage therapy up to 60 days during a 12-month period for treatment of a temporary sojourner only, provided that such nonresident massage therapist holds a license, registration, or certification from another state, jurisdiction, or country if the requirements as determined by the board for licensure are substantially equal to the requirements contained in this chapter or provided that such nonresident massage therapist is currently nationally certified in therapeutic massage and bodywork;
 - (4) *Reflexology*. A person who restricts his or her practice to the manipulation of the soft tissue of the human body to hands, feet, or ears who does not have the client disrobe and does not hold himself or herself out as a massage therapist;
 - (5) *Hellerwork®*, *Rolfing®* *structural integration*, *structural integration*. A person who uses touch and movement education to effect change in the structure of the body while engaged in the practice of structural integration, provided that he or she is a member of, or whose training would qualify for membership in, the International Association of Structural Integrators and provided that his or her services are not designated or implied to be massage or massage therapy;
 - (6) A person who uses touch to affect the energy systems, polarity, acupoints, or Qi meridians, also known as channels of energy, of the human body while engaged within the scope of practice of a profession with established standards and ethics,

provided that his or her services are not designated or implied to be massage or massage therapy:

Asian bodywork therapy

Acupressure

Amma

AMMA Therapy®

Chi Nei Tsang

Craniosacral therapy

Jin Shin

Jin Shin Do® bodymind acupressure

Jin Shin Jitsu

Jin Shin Jyutsu®

Medical Qigong

Nuad Bo 'Rarn (traditional Thai bodywork)

Okazaki restorative therapy

Polarity

Polarity therapy

Polarity bodywork therapy

Qigong

Reiki

Shiatsu (all forms including, but not limited to, Five Element Shiatsu, Integrative Eclectic Shiatsu, Japanese Shiatsu, Macrobiotic Shiatsu, Ohashiatsu®, Quantum Shiatsu, Zen Shiatsu)

Shiatsu Anma therapy

Tuina

Sec. 22-263. – *Reserved.*

Sec. 22-264. - Bodywork therapy licensing process; application requirements.

- (a) *Bodywork therapy license required.* No person shall engage in bodywork therapy without first obtaining a license from the city.

- (b) *Bodywork therapist license process.* Any person desiring to engage in the business, trade or profession of bodywork therapist, or a bodywork therapy establishment shall provide to the city the following:
- (1) File an application for a bodywork license with the city police department.
 - (2) Obtain approval of the location bodywork therapy establishment through the zoning or conditional use process. Upon approval of the location for the bodywork therapy establishment, said applicant may then apply for and receive an occupational tax license to operate. Upon the issuance of the occupational tax license, the bodywork establishment license as detailed in this article shall also be issued.
 - (3) Any corporation, limited liability company, partnership or other business entity may employ bodywork therapists, provided that each bodywork therapist shall obtain a bodywork therapy license, and the corporation, limited liability company, partnership or other business entity must obtain the approval of the conditional use permit for the location to provide the bodywork therapy.
- (c) *Bodywork therapist license application.* All bodywork therapists must make application for a license and provide the following information:
- (1) Applicant must provide evidence of certification by a nationally recognized organization, and/or evidence of successful completion of a psychometrically valid certification exam that tests for entry level competence in the bodywork profession;
 - (2) *Personal information.*
 - a. Name,
 - b. Date of birth,
 - c. Social Security Number,
 - d. Gender,
 - e. Home address,
 - f. Home telephone number,
 - g. Valid Georgia Driver's License or an official state sanctioned identification card,
 - h. Current two-inch by two-inch photograph of the applicant, taken within six months of application,
 - i. Address of place of employment,
 - j. Telephone number of place of employment;
 - (3) The applicant, including each owner, operator, and employee, must be fingerprinted by the Holly Springs Police Department. Fingerprints must be made at least 15 days prior to issuance of any license in order to allow for the investigation of the applicant;
 - (4) The applicant, including each owner, operator, and employee, shall provide a signed and notarized consent on forms prescribed by the Georgia Crime

Information Center authorizing the release of each such person's criminal records to the Holly Springs Police Department;

- (5) If applicant has had a bodywork therapy license, massage therapy license or similar type of license denied, revoked or suspended, the applicant must state the violation that led to the denial, suspension or revocation, the date of the denial, suspension or violation, the disposition, including any fine or sentence imposed, and whether or not the terms of the disposition have been completed;
- (6) The applicant must furnish a list of at least three character witnesses providing their names, addresses and telephone numbers;
- (7) The applicant must furnish the name, address and telephone number of the applicant's previous employers for the last five years immediately preceding the date of application;
- (8) If applicant has been convicted of any crime involving good moral character in the past five years, applicant must state a complete description of any such crime including date of violation, date of conviction, jurisdiction and any disposition, including any fine or sentence imposed and whether terms of disposition have been fully completed must be furnished;
- (9) The applicant must provide a copy of the insurance policy covering property damage and bodily injury liability;
- (10) The applicant must be a legal resident of the United States;
- (11) Changes thereto shall be filed with said department within three days from the date the change becomes effective;

Sec. 22-264. - Qualifications.

Each applicant, operator, and all employees hereunder, prior to making application for a business license must have the following qualifications:

- (a) All bodywork therapists must provide evidence of certification by a nationally recognized organization, and/or evidence of successful completion of a psychometrically valid certification exam that tests for entry level competence in the bodywork profession.
- (b) The applicant, operator, and all employees must be of good moral character, and in case the applicant is a corporation, it must be created in or domesticated by the laws of the State of Georgia.

Sec. 22-266. - Renewal of business license.

- (a) Occupation tax licenses for bodywork therapy establishments shall be assessed on an annual basis and any changes from the originally approved licensing shall be stated and submitted with the occupation tax renewal. Should said changes violate the provisions of this article, the bodywork therapy establishment license shall be revoked in accordance with section 22-275.
- (b) At the time of application for renewal, the applicant must provide a current copy of any bodywork therapy certifications issued by a nationally recognized organization.

- (c) Each owner, operator, and employee shall provide a signed and notarized consent on forms prescribed by the Georgia Crime Information Center authorizing the release of each such person's criminal records to the Holly Springs Police Department;
- (d) Applicant must provide a copy of the current insurance policy covering property damage and bodily injury liability.

Sec. 22-267. - Compliance with zoning ordinance.

- (a) A bodywork therapy establishment shall be located in a zone(s) as determined by the city council. Should a proposed bodywork therapy establishment location require a rezoning, map amendment, or conditional use permit from the city council, all licensing requirements as stipulated in this article must be satisfied prior to making application.
- (b) No licensee under this article shall change the location of the business without applying for and receiving a new license for such location. Compliance with subsection (a) of this section shall be required for said license.
- (c) All bodywork therapy establishments shall be in compliance with article 5, section 5.4-10A of the City of Holly Springs Zoning Ordinance.

Sec. 22-268. - Outcall massage services; practice at place of residence prohibited.

- (a) Any bodywork therapist who has complied with all applicable provisions of this article may provide out-call bodywork therapy services. Such bodywork therapist shall maintain his/her permits upon their persons; or within their immediate reach, at all times while performing bodywork therapy and shall display these upon the request of any client, police officer or code compliance officer.
- (b) The licensee is prohibited from engaging in the practice of bodywork therapy from his/her place of residence; however, a business office will be allowed at the place of residence for the purposes of recordkeeping and other clerical duties.
- (c) Any special circumstances that may warrant practicing at the place of residence of a bodywork therapist, such as blindness, a disability that prevents travel to an office, or care of ill family members, shall be submitted to agencies and authorities as directed by the city.

Sec. 22-269. - Bodywork therapists and bodywork therapy establishments license application fees.

- (a) A licensing application fee, as established and adopted by the mayor and city council with resolution from time to time shall be paid to the city at the time of filing each application.
- (b) If the application is submitted in proper form and is approved by the police chief, or designee, then the business license department is authorized to issue an occupation tax license to the applicant upon the payment of any occupation taxes due and in accordance with article II; however, all zoning requirements, if any, must be met prior to the issuance of the occupation tax permit.

Sec. 22-270. - Authority to train personnel.

Any applicant granted a business license hereunder shall have the authority to train bodywork therapists under their supervision in their studio or establishment provided that the licensee remains in full compliance with the requirements of this Code.

Sec. 22-271. - Changes in ownership and/or employees.

Any changes in ownership and/or employees shall comply with the following:

- (a) The city shall be notified immediately, within three days, of any changes in ownership and/or partners and/or employees of the applicant.
- (b) Upon the change of ownership for a bodywork therapy establishment, the establishment license issued under the former ownership shall be null and void.
- (c) Any change in ownership and/or employees shall comply with the provisions of this article.

Sec. 22-272. - Transfer of business license.

- (a) No bodywork therapist business license issued pursuant to this article shall be transferred, altered in name, or assigned in any manner, whether by operation of law or otherwise, from location to location or from person to person, except that any person possessing a valid bodywork therapist business license shall be able to move from one employer to another without filing a new application or paying a new fee, so long as the permit holder notifies the city of the change in his/her employment within three business days of their move date to the new location and the new location is in compliance with all requirements of this article.
- (b) No bodywork therapy establishment license may be sold, transferred or assigned by a licensee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such business license and such business license shall thereafter be null and void; provided and excepting, however, that if the licensee is a partnership and one or more of the partners should die, one or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without effecting a surrender or termination of such business license, and in such case, the business license upon notification to the city, shall be placed in the name of the surviving partner. A bodywork therapy establishment license issued to a corporation shall be deemed terminated and void when either any outstanding stock of the corporation is sold, transferred or assigned after the issuance of the business license, or any stock not issued at the time of the granting of a business license is thereafter issued.

Sec. 22-273. - Advertising.

- (a) It is a violation of this article for any person or business to advertise bodywork therapy services unless such services are provided by a person who holds a valid business license under this article in the classification so advertised.
- (b) It shall be a violation of this article for any person to advertise:
 - (1) Bodywork therapy services combined with any sexually oriented business, including escort or dating services or adult entertainment.
 - (2) Bodywork therapy services combined with sauna, health spas, or day spas unless only a bodywork therapist holding a valid business license under this article is performing legitimate treatment.
- (c) It shall be unlawful for a person or business entity or its employees, agents, or representatives to practice any of the named bodywork therapy practices or to use in connection with its name or business activity the terms structural integrator, structural integration, Asian bodywork therapy or any of its practices, reflexology, polarity therapy or any other designation implying directly or indirectly that the person is licensed in any of the licensed bodywork therapy professions unless the license has been issued by the city.

- (d) It shall be a violation of this article for any person to practice under another licensed bodywork therapist with a city issued business license number. O.C.G.A. § 43-24A-15

Sec. 22-274. - Record of treatment to be kept.

- (a) It shall be the duty of any person granted a business license under this article to maintain accurate records with the following information:
 - (1) Names and addresses of the persons receiving treatment;
 - (2) Date and time of treatment;
 - (3) Type of treatment administered;
 - (4) Name of person administering the treatment.
- (b) No bodywork therapy shall be performed by any bodywork therapist in the home of any client or in any place except for the place of business of the licensee hereunder, unless accurate records are maintained at the place of business with the following information:
 - (1) Name and addresses of persons receiving treatment;
 - (2) Date and time of treatment;
 - (3) Type of treatment administered;
 - (4) Name of person administering the treatment;
 - (5) Time each treatment was completed.
- (c) The records shall be subject to inspection at any time by any duly authorized city agent or police officer.
- (d) The records of any person receiving treatment shall, at all times, remain confidential.
- (e) Records shall be kept for a minimum of three years.

Sec. 22-275. - Grounds for suspension or revocation of business license; notice; hearings; refund.

- (a) No business license which has been issued or which may hereafter be issued, by the city to any licensee hereunder, shall be suspended or revoked, except for due cause as hereinafter defined, and after a hearing before the municipal court and upon a prior five-day written notice to the holder of the business license of the time, place and purpose of the hearing and statement of the charge upon which the hearing shall be held. Penalties shall be assessed in accordance with section 22-288.
- (b) "Due cause" for the suspension or revocation of the business license shall consist of the violation of any laws or ordinances regulating the businesses, or violation of regulations made pursuant to authority granted for the purpose of regulating the businesses, in accordance with section 22-279.
- (c) The city manager or police chief is delegated the authority to suspend any business license hereunder for due cause in any emergency situation; and said suspension may be made effective immediately and remain in force until the next session of the municipal court.
- (d) When a business license is so revoked, the licensing, business, and occupation tax fees shall not be refunded.

Sec. 22-276. - Additional remedies.

In the event any provision of this article has been violated or is being violated, in addition to other remedies, the city through its attorney may institute injunction, mandamus, or other appropriate action or proceeding to prevent or abate such violation.

Sec. 22-277. - Patronage of massage establishments by minors.

- (a) *Restricted.* It is unlawful for any person under the age of 18 to patronize any bodywork therapy establishment unless that person carries with him or her, at the time of the patronage, a written order directing the treatment to be given signed by a licensed physician and the minor's legal guardian accompanies him or her to the establishment and remains during the course of treatment.
- (b) *Duty of operator.* It shall be the duty of the operator of a bodywork establishment to determine the age of the persons patronizing the establishment and a violation of this section shall be grounds for revocation of the business license of the bodywork therapy establishment in accordance with section 22-275 of this article.

Sec. 22-278. - Hours of operation.

No bodywork therapist shall engage in the business or profession except within and between the hours of 6:00 a.m. and 10:00 p.m. eastern standard time; nor shall any operator of a bodywork therapy establishment operate the same except within and between the aforesaid hours.

Sec. 22-279. - Signed affidavit to be filed with business license application.

A signed and notarized affidavit stating the following shall be filed with any business license application:

I, _____, have received and reviewed a copy of Article IX, Bodywork Therapist and Bodywork Therapy Establishments.

Sec. 22-280. - Operating requirements; unlawful acts and restrictions.

- (a) No bodywork therapist or owner or employee of a bodywork therapy establishment shall manipulate, fondle or handle the sexual organs of any person.
- (b) The premises shall be kept clean, neat, and sanitary and shall comply with all sanitary and health requirements of the state, county, and city.
- (c) No alcoholic beverages shall be sold or provided to customers on premises.
- (d) It shall be unlawful for any stand-alone bodywork therapy establishments (those establishments not located within a professional's office, e.g., chiropractor, doctor, etc.) to perform bodywork therapy within any cubicle, room, booth, or any area within the establishment, which is fitted with a door capable of being locked. Exterior doors may have locks, but such exterior doors shall not be locked while the bodywork establishment is open for business or while any bodywork therapy is being performed therein.
- (e) It shall be unlawful for any person owning, operating, or managing a bodywork therapy establishment to knowingly cause, allow, or permit in or about such bodywork therapy establishment any agent, employee or other person under his/her supervision or control to perform any acts prohibited under this section.

- (f) No bodywork therapist, owner, or employee shall wear swimsuits, lingerie, or similar garment or garments, which expose areas described in subsection (a) of this section.
- (g) No owner, operator, responsible managing employee, manager or licensee in charge of or in control of a bodywork therapy establishment shall not permit any employee to be on the premises of a bodywork therapy establishment during its hours of operation while performing or available to perform any task or service associated with the operation of a bodywork therapy business unless the employee is fully covered from a point not exceed four inches above the center of the kneecap to the base of the neck. The covering will be of an opaque material and will be maintained in a clean and sanitary condition.
- (h) No bodywork therapist shall be on the premises of a bodywork therapy establishment during its hours of operation while performing or available to perform any task or service associated with the operation of a bodywork therapy establishment, unless the bodywork therapist is fully covered from a point not to exceed four inches above the center of the kneecap to the base of the neck. For the purpose of this section, the covering will be of an opaque material and will be maintained in a clean and sanitary condition.
- (i) All stand-alone bodywork therapy establishments (those establishments not located within a professional's office, e.g., chiropractor, doctor, etc.) which apply for a business license, shall provide a reception area with adequate seating and immediate accessible entry and exit into and from the back office and area where the treatment rooms are located.
- (j) No bodywork therapy establishment shall employ or contract with as a bodywork therapist a person under the age of 18 years or a person not permitted pursuant to this article.
- (k) During normal business hours as listed in this article, no one other than a patient, patient's legal guardian(s), and employees of the bodywork therapy establishment shall be permitted beyond the reception area.
- (l) All bodywork therapy establishments shall designate a natural person to serve as an on-premises operator. The operator shall be principally in charge of the establishment and shall be located on the premises on a regular basis.
- (m) A licensed bodywork therapist must be on the premises of the establishment if a client or patron is in a treatment room.

Sec. 22-281. - Inspection of premises authorized; inspection procedures.

- (a) Upon receipt of an application for a bodywork therapy establishment license, an inspection will be made of the site. Such inspection shall be to confirm that the site is to be utilized for bodywork therapy and that all establishment requirements are in compliance.
- (b) It shall be the duty of the building inspection department through duly authorized agents to inspect bodywork therapy establishments from time to time to determine compliance with this article. Upon showing the proper credentials, the representatives of the city, including police officers, shall be entitled to inspect portions of the bodywork therapy establishment open to the public to determine compliance with this article, along with all records maintained by such bodywork therapy establishment in regards to patrons served therein.
- (c) Inspection procedures are outlined as follows:
 - (1) Inspections shall be made at a minimum of not less than one time a year.

- (2) An inspection as outlined in subsection (b) above can be triggered by complaints or random;
- (3) Inspections are to be made at reasonable times, with due regard to the nature of the business to be inspected, without advanced notice to owners or operators;
- (4) Such inspection shall include, but not be limited to, whether the establishment is in compliance with the establishment's operation facilities, building, personnel, public health, safety, and zoning requirements. Records of treatment, current insurance coverage, each active licensed bodywork therapist's certification(s) and the city issued business license(s) shall be reviewed;
- (5) Upon inspection of a bodywork therapy establishment, the operator or owner shall make all records available upon request as regulated by this article;
- (6) It shall be unlawful for any licensee under this article to fail to allow authorized and designated agents of the city access to the premises or to hinder the agent in any manner;
- (7) Should the duly authorized agent discover any violators of this article upon inspection, the agent may grant the bodywork therapy establishment 24 hours to comply with the stipulations of this article, or should said violation(s) be of an egregious nature, or under emergency conditions, the agent shall execute section 22-275 of this article and penalties shall be assessed in accordance with section 22-289;
- (8) Should the bodywork therapy establishment fail to comply with the stipulations of this article within 24 hours after notice of given by the duly authorized agent, said establishment shall be penalized in accordance with sections 22-275 and 22-289 of this article.

Sec. 22-282. - Complaints.

Any complaints on one or more of the following grounds regarding a licensed bodywork therapist shall be filed with the city business license office:

- (a) The licensee is guilty of fraud in the practice of bodywork therapy, or fraud or deceit in being certified and/or licensed to practice bodywork therapy.
- (b) The licensee is engaged in the practice of bodywork therapy under a false or assumed name or is impersonating another practitioner of a like or different name.
- (c) The licensee is addicted to the habitual use of intoxicating liquors, narcotics, or chemical or organic stimulants to such an extent that the licensee is unable to perform his/her duties.
- (d) The licensee is guilty of fraudulent, false, misleading, or deceptive advertising or practices.
- (e) The licensee is charged with, has been convicted of, or has plead guilty or nolo contendere to, a felony or a misdemeanor involving moral turpitude or to any charge of a lascivious nature.
- (f) The original application or renewal thereof contains materially false information or the applicant has deliberately sought to falsify information contained therein.
- (g) The licensee has exhibited conduct, which could constitute a violation of law.

Sec. 22-283. - Facilities.

All bodywork therapy establishment facilities shall comply with article 5, section 5.4-10A of the Zoning Ordinance.

Sec. 22-284. - Posting of business license.

Every person obtaining a bodywork therapy establishment license under this article shall display such certificate in a prominent and public area of the establishment.

Sec. 22-285. - License to include only licensee.

- (a) Each business license issued to an individual bodywork therapist shall only include that licensee to which the license is issued.
- (b) No one may practice as a bodywork therapist under another licensed bodywork therapist's business license.

Sec. 22-286. - Financial responsibility and insurance coverage.

Each bodywork therapy establishment shall maintain property damage and bodily injury liability insurance coverage. Individual massage therapists shall maintain bodily injury liability insurance coverage. The original or a copy of such policy shall be available on the premises of the establishment. A copy of the policy must be provided at the time of application.

Sec. 22-287. - Reapplication after denial or revocation of business license.

Any licensee under this article whose business license application is denied or business license is revoked shall be disqualified from reapplying for such license for 12 months immediately following the revocation or denial.

Sec. 22-288. - Appeal of business license denial or revocation.

- (a) Upon denial or revocation of a business license pursuant to this article, the applicant may appeal in writing to the mayor and city council within 30 days of denial.
- (b) The mayor and city council may consider such appeal within 60 days of the date of receipt of written appeal. Should mayor and city council choose not to consider said appeal, the revocation or denial shall stand.

Sec. 22-289. - Unlawful operation declared nuisance; penalty.

- (a) Any bodywork therapy establishment operated, conducted or maintained contrary to the provisions of this article shall be and the same is hereby declared to be unlawful and a public nuisance. The city may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for abatement, revocation, or injunction thereof in accordance with section 22-275 and in the manner provided by law. It shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such bodywork therapy establishment and restrain and enjoin any person from operating, conducting or maintaining a bodywork therapy establishment contrary to the provisions of this article.
- (b) Any person violating any provision of this article shall be punished in accordance with chapter 1, section 1-12 and upon conviction shall be fined for each offense in an amount to be established by the judge of the municipal court.

Sec. 22-290. - Exemptions.

This article shall not apply to the following individuals while engaged in the personal performance of the duties of their respective professions:

- (a) Physicians, surgeons, chiropractors, osteopaths or physical therapists who are duly licensed to practice their respective professions in the state.
- (b) Nurses who are registered under the laws of the state.
- (c) Barbers and cosmetologists who are duly licensed under the laws of the state, except that this exemption shall apply solely to the massaging of the neck, face, scalp and hair of the customer or client for cosmetic purposes.
- (d) A person duly licensed, registered, or certified in another jurisdiction, state, territory, or a foreign country when incidentally in this state to provide service as part of an emergency response team working in conjunction with disaster relief officials or as part of a charity event with which he or she comes into the state.

Sec. 22-291. - Exceptions.

Nothing in this chapter shall be construed to affect, restrict, or prevent the practice, services, or activities of:

- (1) A person licensed, registered, or certified under any other chapter or article under O.C.G.A. tit. 43 while engaged in professional or trade practices properly conducted under the authority of such other licensing laws, provided that such person shall not use the title of bodywork therapist;
- (2) A person pursuing a course of study leading to a degree or certificate as a bodywork therapist in a nationally recognized educational program, if such person is designated by title indicating student status and is fulfilling uncompensated work experiences required for the attainment of the degree or certificate.

ARTICLE X.—MESSAGE THERAPISTS AND MESSAGE THERAPY ESTABLISHMENTS

Sec. 22-292. - Message therapy licensing process; application requirements.

Massage therapists and massage therapy establishments. See Article IX for definitions. Any person, operator, or owner desiring to engage in the business, trade or profession of massage therapy or to operate a massage therapy establishment in the city shall complete the following:

- (a) Submit a copy of his or her active state massage therapy license issued by the Georgia Board of Massage Therapy. O.C.G.A. § 43-24A, before engaging in that business trade or profession. Pending status shall not be accepted as active status.
- (b) Submit an occupational tax certificate application and comply with zoning requirements as listed in Section 5.4-30: Massage Therapy Establishments of the Holly Springs Zoning Ordinance.
- (c) Submit current liability insurance coverage for bodily injury, property damage, and professional liability for the massage therapy business.
- (d) Business name shall not include the words “spa establishment,” “massage parlor,” “personal service,” or “adult entertainment.”
- (e) A licensed massage therapist shall be present on the premises when massage therapy is being performed for a client of the massage therapy business.

- (f) Evidence of the state and city licenses to practice massage therapy shall be posted on the premises.
- (g) A criminal background check shall be required for any employee, independent contractor, or other person working on the premises of a massage therapy business who is not a licensed massage therapist. No person who has a conviction for a felony or any sexual offense listed in O.C.G.A. Title 16, Chapter 6, including any plea of no lo contendere entered to such charge or the affording of first offender treatment to any such charge, may be employed by the massage therapy business.
- (h) The current and active state massage therapy license shall be submitted upon annual business license renewal.

Sec. 22-293-22-308. - *Reserved.*

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 18th day of April, 2022.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO TRANSFER THE REMAINING BALANCE OF THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) IV ACCOUNT TO THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) V ACCOUNT AT SOUTH STATE BANK; AND TO CLOSE THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) IV ACCOUNT AT SOUTH STATE BANK; AND TO AUTHORIZE THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO TRANSFER THE REMAINING BALANCE AND TO CLOSE THE SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) IV ACCOUNT AT SOUTH STATE BANK

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

WHEREAS, it is the desire of the City Council of the City of Holly Springs to transfer the remaining balance of such account to the Special Purpose Local Option Sales Tax (SPLOST) V account and to close the Special Purpose Local Option Sales Tax (SPLOST) IV account at South State Bank.

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

SO RESOLVED THIS 18th DAY OF APRIL 2022.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk

(Seal)



Parker Young Construction, LLC.

Client: CITY OF HOLLY SPRINGS
Property: 3235 Holly Springs Pkwy
Holly Springs, GA 30115

Business: (770) 345-5536

Operator: SMACON

Estimator: C. STEPHEN MACON

Business: (770) 368-1000

E-mail: SMacon@parkeryoung.com

Type of Estimate: Repairs

Date Entered: 3/11/2022

Date Assigned:

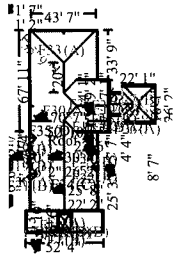
Price List: GAAT8X_FEB21

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY-OF-HOLLYSPRIN-R

CITY-OF-HOLLYSPRIN-R

Main Level



Roof

9,394.23 Surface Area
783.89 Total Perimeter Length
199.25 Total Hip Length
93.94 Number of Squares
155.68 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Standing seam metal roofing	9,394.23 SF	0.63	0.00	0.00	1,183.68	7,102.04
Remove Additional charge for high roof (2 stories or greater)	93.94 SQ	6.86	0.00	0.00	128.88	773.31
Remove Additional charge for steep roof - 7/12 to 9/12 slope	93.94 SQ	15.17	0.00	0.00	285.02	1,710.09
Laminated - comp. shingle rfg. - w/ felt	103.33 SQ	0.00	244.52	620.85	5,053.26	30,940.36
Ice & water barrier for valleys - High temp	654.00 SF	0.00	1.54	22.76	201.44	1,231.36
Additional charge for high roof (2 stories or greater)	103.33 SQ	0.00	16.72	0.00	345.54	2,073.22
Additional charge for steep roof - 7/12 to 9/12 slope	103.33 SQ	0.00	37.86	0.00	782.42	4,694.49
R&R Flashing - pipe jack	3.00 EA	6.11	38.07	1.99	26.50	161.03
R&R Drip edge	862.28 LF	0.28	2.13	40.35	415.62	2,534.07
Step flashing	120.00 LF	0.00	8.39	11.09	201.36	1,219.25
R&R Counterflashing - Apron flashing	120.00 LF	0.51	8.42	10.44	214.32	1,296.36
R&R Continuous ridge vent - shingle-over style	155.68 LF	0.73	7.87	31.38	267.78	1,638.01
Totals: Roof				738.86	9,105.82	55,373.59
Total: Main Level				738.86	9,105.82	55,373.59

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Dumpster load - Approx. 20 yards, 4 tons of debris	3.00 EA	674.88	0.00	0.00	404.92	2,429.56
Continuous/daily clean up - per hour	50.00 HR	0.00	35.89	0.00	358.90	2,153.40
Commercial Supervision / Project Management - per hour	20.00 HR	0.00	83.00	0.00	332.00	1,992.00

CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: General				0.00	1,095.82	6,574.96
Line Item Totals: CITY-OF-HOLLYSPRIN-R				738.86	10,201.64	61,948.55

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
8,126.28 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
9,394.23 Surface Area	93.94 Number of Squares	783.89 Total Perimeter Length
155.68 Total Ridge Length	199.25 Total Hip Length	

Summary

Line Item Total	51,008.05
Overhead	5,100.82
Profit	5,100.82
Material Sales Tax	738.86
Replacement Cost Value	\$61,948.55
Net Claim	\$61,948.55


C. STEPHEN MACON

Recap by Room

Estimate: CITY-OF-HOLLYSPRIN-R

Area: Main Level

Roof

45,528.91 89.26%

Area Subtotal: Main Level

45,528.91 89.26%

General

5,479.14 10.74%

Subtotal of Areas

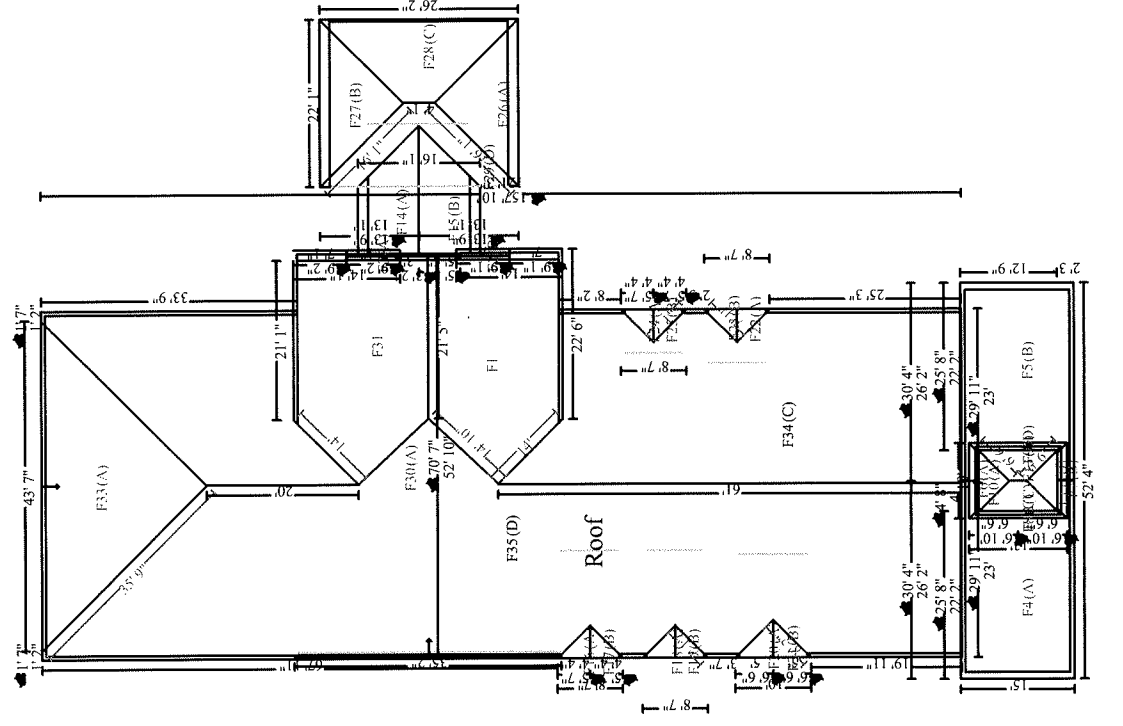
51,008.05 100.00%

Total

51,008.05 100.00%

Recap by Category

O&P Items	Total	%
CLEANING	1,794.50	2.90%
GENERAL DEMOLITION	10,447.12	16.86%
LABOR ONLY	1,660.00	2.68%
ROOFING	37,106.43	59.90%
O&P Items Subtotal	51,008.05	82.34%
Overhead	5,100.82	8.23%
Profit	5,100.82	8.23%
Material Sales Tax	738.86	1.19%
Total	61,948.55	100.00%





Parker Young Construction, LLC

6815 Crescent Dr., N.W.
Norcross, Ga. 30071-2902
770-368-1000

Client: CITY OF HOLLY SPRINGS - POLICE
DEPARTMENT
Property: 2699 Hickory Road
Holly Springs, GA 30115

Business: (770) 721-7502

Operator: SMACON

Estimator: C. STEPHEN MACON

Business: (770) 368-1000

E-mail: SMacon@parkeryoung.com

Type of Estimate: Miscellaneous

Date Entered: 2/14/2022

Date Assigned:

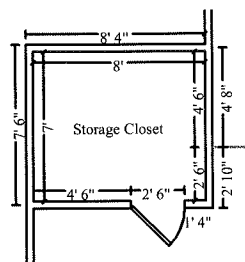
Price List: GAAT8X_FEB21

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY-HOLLYSPRINGS--1

CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Paint the walls - two coats	1,501.14 SF	0.00	0.90	18.91	270.20	1,640.14
Cove base molding - rubber or vinyl, 4" high	166.79 LF	0.00	2.55	11.71	85.06	522.08
Final cleaning - construction - Commercial	480.73 SF	0.00	0.50	0.00	48.08	288.45
Totals: Hallway				56.30	1,328.98	8,030.11



Storage Closet

Height: 9'

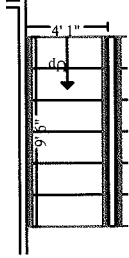
270.00 SF Walls	56.00 SF Ceiling
326.00 SF Walls & Ceiling	56.00 SF Floor
6.22 SY Flooring	30.00 LF Floor Perimeter
30.00 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into ROOM2

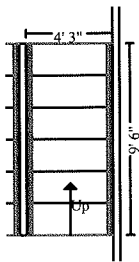
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Content Manipulation charge - per hour	3.25 HR	0.00	36.55	0.00	23.76	142.55
Floor protection - cardboard and tape	33.00 SF	0.00	0.59	0.48	3.90	23.85
Batt insulation - 4" - R13 - unfaced batt	32.00 SF	0.00	1.03	0.88	6.60	40.44
5/8" drywall - hung, taped, floated, ready for paint	32.00 SF	0.00	1.99	1.04	12.74	77.46
Drywall Installer / Finisher - per hour	2.00 HR	0.00	72.91	0.00	29.16	174.98
Skim, float and sand affected areas in drywall - smooth / skim coat	119.00 SF	0.00	1.04	0.71	24.76	149.23
Seal repaired areas in drywall w/latex based stain blocker - one coat	119.00 SF	0.00	0.58	0.50	13.80	83.32
Paint the walls and ceiling - two coats	326.00 SF	0.00	0.90	4.11	58.68	356.19
Final cleaning - construction - Commercial	56.00 SF	0.00	0.50	0.00	5.60	33.60
Totals: Storage Closet				7.72	179.00	1,081.62



Stairs

Height: 22'

375.25 SF Walls	38.79 SF Ceiling
414.04 SF Walls & Ceiling	58.19 SF Floor
6.47 SY Flooring	20.51 LF Floor Perimeter
19.00 LF Ceil. Perimeter	



Subroom: Stairs2 (1)

Height: 17' 6"

289.75 SF Walls	40.38 SF Ceiling
330.13 SF Walls & Ceiling	60.56 SF Floor
6.73 SY Flooring	20.51 LF Floor Perimeter
19.00 LF Ceil. Perimeter	

Missing Wall

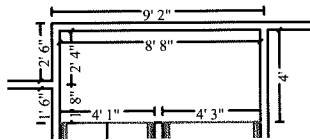
4' 3" X 17' 6"

Opens into LANDING

Missing Wall

4' 3" X 17' 6"

Opens into LANDING1



Subroom: Landing (2)

Height: 17' 6"

291.67 SF Walls	34.67 SF Ceiling
326.33 SF Walls & Ceiling	34.67 SF Floor
3.85 SY Flooring	16.67 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall

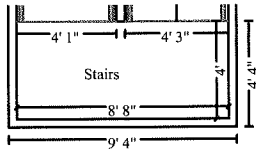
4' 3" X 17' 6"

Opens into STAIRS2

Missing Wall

4' 1" X 17' 6"

Opens into STAIRS



Subroom: Landing (3)

Height: 17' 6"

291.67 SF Walls	34.67 SF Ceiling
326.33 SF Walls & Ceiling	34.67 SF Floor
3.85 SY Flooring	16.67 LF Floor Perimeter
16.67 LF Ceil. Perimeter	

Missing Wall

4' 3" X 17' 6"

Opens into STAIRS2

Missing Wall

4' 1" X 17' 6"

Opens into STAIRS

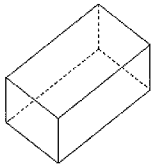
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - self-adhesive plastic film	188.08 SF	0.43	0.00	1.58	16.18	98.63

Parker Young Construction, LLC

6815 Crescent Dr., N.W.
Norcross, Ga. 30071-2902
770-368-1000

CONTINUED - Stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Mask or tape off base molding - plastic, paper, tape (per LF)	74.35 LF	0.00	1.10	1.16	16.36	99.31
Seal the ceiling w/latex based stain blocker - one coat	148.50 SF	0.00	0.58	0.62	17.22	103.97
Paint the ceiling - two coats	148.50 SF	0.00	0.90	1.87	26.74	162.26
Seal the long wall w/latex based stain blocker - one coat	385.00 SF	0.00	0.58	1.62	44.66	269.58
Paint the long wall - two coats	385.00 SF	0.00	0.90	4.85	69.30	420.65
Final cleaning - construction - Commercial	188.08 SF	0.00	0.50	0.00	18.80	112.84
Totals: Stairs				11.70	209.26	1,267.24
Total: Police Department				75.72	1,717.24	10,378.97



Riser Room Closet

LxWxH 10' x 8' x 9'

324.00 SF Walls	80.00 SF Ceiling
404.00 SF Walls & Ceiling	80.00 SF Floor
8.89 SY Flooring	36.00 LF Floor Perimeter
90.00 SF Long Wall	72.00 SF Short Wall
36.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - cardboard and tape	51.00 SF	0.00	0.59	0.73	6.02	36.84
Batt insulation - 4" - R13 - unfaced batt	136.00 SF	0.00	1.03	3.75	28.02	171.85
5/8" water rock (greenboard) hung, taped ready for paint	136.00 SF	0.00	2.55	4.90	69.36	421.06
Drywall Installer / Finisher - per hour	4.00 HR	0.00	72.91	0.00	58.32	349.96
Final cleaning - construction - Commercial	80.00 SF	0.00	0.50	0.00	8.00	48.00
Totals: Riser Room Closet				9.38	169.72	1,027.71

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
General Demolition - per hour	4.00 HR	43.37	0.00	0.00	34.70	208.18
Haul debris - per pickup truck load - including dump fees	1.00 EA	145.21	0.00	0.00	29.04	174.25



Parker Young Construction, LLC

6815 Crescent Dr., N.W.
Norcross, Ga. 30071-2902
770-368-1000

CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Cart materials from parking area, up/down thru elevator and to the work areas - per hour	4.00 HR	0.00	36.55	0.00	29.24	175.44
Commercial Supervision / Project Management - per hour	14.00 HR	0.00	83.00	0.00	232.40	1,394.40
Totals: General				0.00	325.38	1,952.27
Line Item Totals: CITY-HOLLYSPRINGS--1				85.10	2,212.34	13,358.95

Grand Total Areas:

3,343.47 SF Walls	765.23 SF Ceiling	4,108.70 SF Walls and Ceiling
804.81 SF Floor	89.42 SY Flooring	307.14 LF Floor Perimeter
90.00 SF Long Wall	72.00 SF Short Wall	304.13 LF Ceil. Perimeter
724.81 Floor Area	763.49 Total Area	1,666.14 Interior Wall Area
1,576.27 Exterior Wall Area	157.63 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Parker Young Construction, LLC

6815 Crescent Dr., N.W.
Norcross, Ga. 30071-2902
770-368-1000

Summary

Line Item Total	11,061.51
Overhead	1,106.17
Profit	1,106.17
Material Sales Tax	85.10
Replacement Cost Value	\$13,358.95
Net Claim	\$13,358.95


C. STEPHEN MACON



Parker Young Construction, LLC

6815 Crescent Dr., N.W.
Norcross, Ga. 30071-2902
770-368-1000

Recap by Room

Estimate: CITY-HOLLYSPRINGS--1

Area: Police Department

Hallway	6,644.83	60.07%
Storage Closet	894.90	8.09%
Stairs	1,046.28	9.46%

Area Subtotal: Police Department	8,586.01	77.62%
Riser Room Closet	848.61	7.67%
General	1,626.89	14.71%

Subtotal of Areas	11,061.51	100.00%
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Total	11,061.51	100.00%
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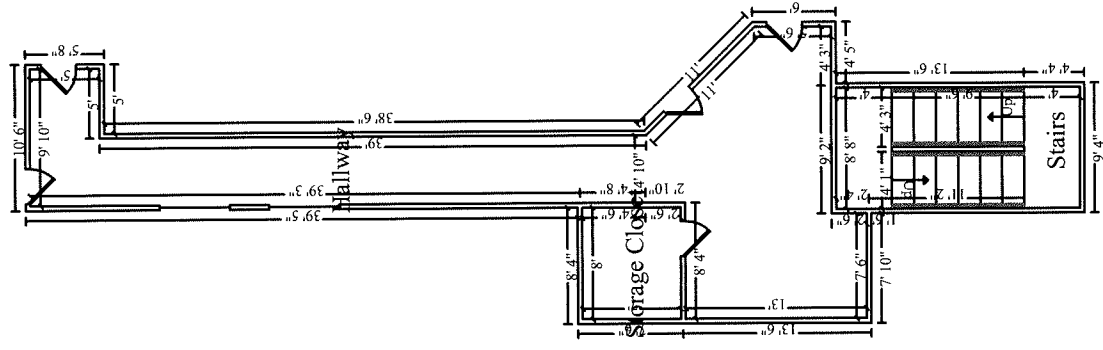


Parker Young Construction, LLC

6815 Crescent Dr., N.W.
Norcross, Ga. 30071-2902
770-368-1000

Recap by Category

O&P Items	Total	%
CLEANING	402.41	3.01%
CONTENT MANIPULATION	118.79	0.89%
GENERAL DEMOLITION	2,077.38	15.55%
DRYWALL	3,071.33	22.99%
FLOOR COVERING - VINYL	425.31	3.18%
INSULATION	234.84	1.76%
LABOR ONLY	1,308.20	9.79%
PAINTING	3,423.25	25.63%
O&P Items Subtotal	11,061.51	82.80%
Overhead	1,106.17	8.28%
Profit	1,106.17	8.28%
Material Sales Tax	85.10	0.64%
Total	13,358.95	100.00%





March 25, 2022

City of Holly Springs
Attn: Mr. Rob Logan, City Manager
PO Box 990
Holly Springs, GA 30142

Subject: Award Recommendation – 2022 LMIG Resurfacing Project

Dear Mr. Logan:

Technical evaluation of the bids submitted for the 2022 LMIG Resurfacing project has been completed. A thorough review has confirmed that each proposal met all of the prescribed requirements. The table below summarizes the bidders and their prospective bids.

RANK	BIDDER	AMOUNT
1	Bartow Paving Company, Inc.	\$ 780,886.51
2	East Coast Grading, Inc.	\$793,272.10

Complete bid packages for all bidders are included as Enclosures 1-2. They are being returned for safekeeping until the contract has been awarded. Bid Bonds will need to be returned to the remaining bidders at your earliest opportunity.

Bartow Paving Company, Inc. submitted the qualifying low bid of \$780,886.51. I recommend award of the 2022 LMIG Resurfacing contract to Bartow Paving Company, Inc as they have met all of the prescribed requirements of the bid documents. I have included the bid tabulation for your review as Enclosure 3.

Furthermore, a Notice of Award has been included to Bartow Paving Company, Inc. as Enclosure 4. It should be placed on City letterhead and, upon award, mailed to Bartow Paving Company, Inc. at 1055 Rowland Springs Road, Cartersville, GA 30121. The final contract documents will be prepared for signatures and forwarded for execution while we await Payment Bonds, Performance Bonds, and Certificates of Insurance from the contractor. When these items are received and the contracts have been executed, a Notice to Proceed will be issued.



www.bmandk.com

March 25, 2022
City of Holly Springs
Page 2

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hughes".

Jacob Hughes, P.E.
Consultant City Engineer

Cc: Project File

ENCL: (1) Bid Package, Bartow Paving Company, Inc.
 (2) Bid Package, East Coast Grading, Inc.
 (3) Bid Tabulation
 (4) Notice of Award

Bid Tabulation FY 2022 LMIG & Asphalt Resurfacing Project

Line No.	Item Number	Description	Unit	Quantity	1		2	
					Bartow Paving		East Coast	
					Unit Price	Amount	Unit Price	Amount
5	150-1000	TRAFFIC CONTROL -2022-01	LS	1	\$128,945.33	\$128,945.33	\$40,000.00	\$40,000.00
10	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H-LIME (220LB/SY)	TN	999	\$138.49	\$138,351.51	\$165.00	\$164,835.00
15	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H-LIME (440LB/SY)	TN	357	\$141.81	\$50,626.17	\$175.00	\$62,475.00
20	402-3102	RECYCLE ASPH CONC 9.5 MM SUPERPAVE, TP 2, BLEND 1, INCL BITUM MATL & H-LIME	TN	2687	\$115.35	\$309,945.45	\$135.00	\$362,745.00
25	402-3130	RECYCLE ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H-LIME	TN	273	\$124.60	\$34,015.80	\$125.00	\$34,125.00
30	413-1000	BITUM TACK COAT	GL	1000	\$12.00	\$12,000.00	\$6.00	\$6,000.00
35	432-5010	MILL APSPH CONC PVMT, VARIABLE DEPTH	SY	17221	\$4.75	\$ 81,799.75	\$5.00	\$86,105.00
40	647-6000	LOOP DETECTOR 6x40 ALL KINDS	EA	5	\$2,500.00	\$12,500.00	\$2,880.00	\$14,400.00
45	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	4820	\$0.75	\$3,615.00	\$1.66	\$8,001.20
50	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	4820	\$0.75	\$3,615.00	\$1.66	\$8,001.20
55	653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, YELLOW	LF	120	\$2.75	\$330.00	\$4.96	\$595.20
60	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	605	\$8.50	\$5,142.50	\$9.90	\$5,989.50
TOTAL					\$780,886.51		\$793,272.10	



www.bmandk.com

April 5, 2022

Mr. Rob Logan, City Manager
City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs, GA 30115

RE: Proposal Detention Ponds in Barrett Springs & Taylor Farms

Dear Mr. Logan,

BM&K is pleased to provide our Professional Design Services Fee for evaluation of the ponds in Barret Springs & Taylor Farms subdivisions. These ponds were originally constructed in the late 1990's and have had little maintenance performed on them. BM&K will utilize existing GIS information supplemented with selective ground run topo shots of the area as the basis for a hydro evaluation. BM&K will utilize this information to determine how much rise will happen in the area if the ponds are removed.

Preliminary Cost Estimate:

Engineering Hydro Study to determine rise	
• 3 Ponds @ \$1,223.00 per pond	\$3,669.00
Surveying	\$4,500.00
Total	\$8,169.00

We appreciate the opportunity to present this information for your consideration. Please give me a call if you have any questions regarding this proposal or if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hughes", written over the printed name.

Jacob Hughes, P.E.
Consultant City Engineer
Senior Project Manager

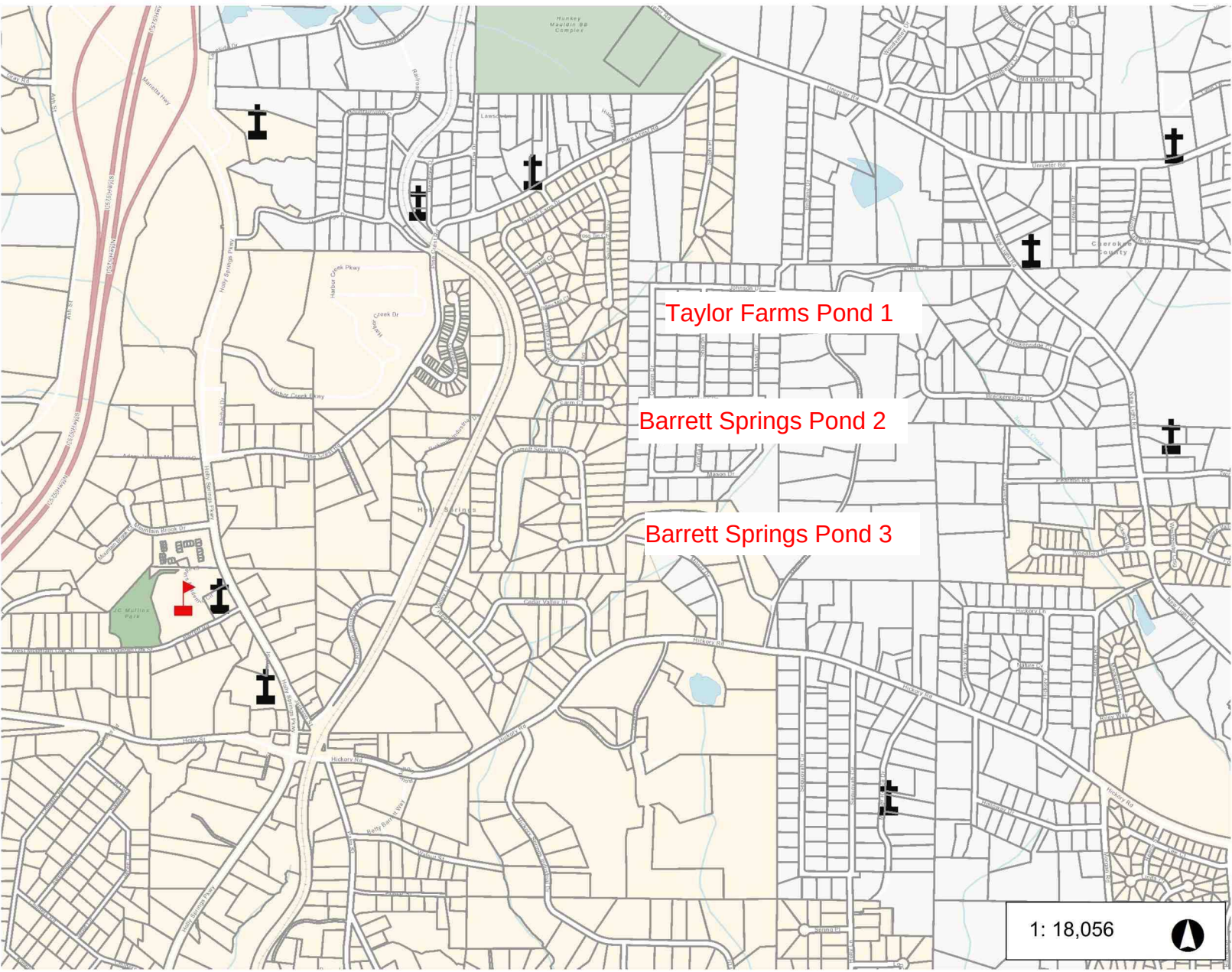
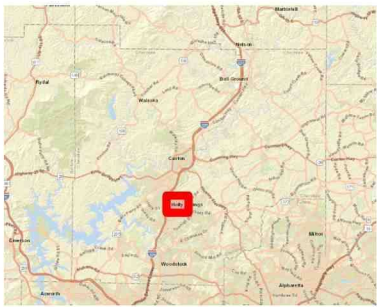
Cc: Don Clerici, P.E.
David Foster, P.E.

103 Mountain Brook Drive, Suite 112, Holly Springs, GA 30115

phone: 678.522.5601



Cherokee County, GA



Legend

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

1: 18,056



Notes

GEORGIA CITIES WEEK APRIL 24-30, 2022 A RESOLUTION OF THE CITY OF HOLLY SPRINGS RECOGNIZING GEORGIA CITIES WEEK, APRIL 24-30, 2022, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and **WHEREAS**, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED that the City of Holly Springs declares April 24-30, 2022 as Georgia Cities Week.

BE IT FURTHER RESOLVED that the City of Holly Springs encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

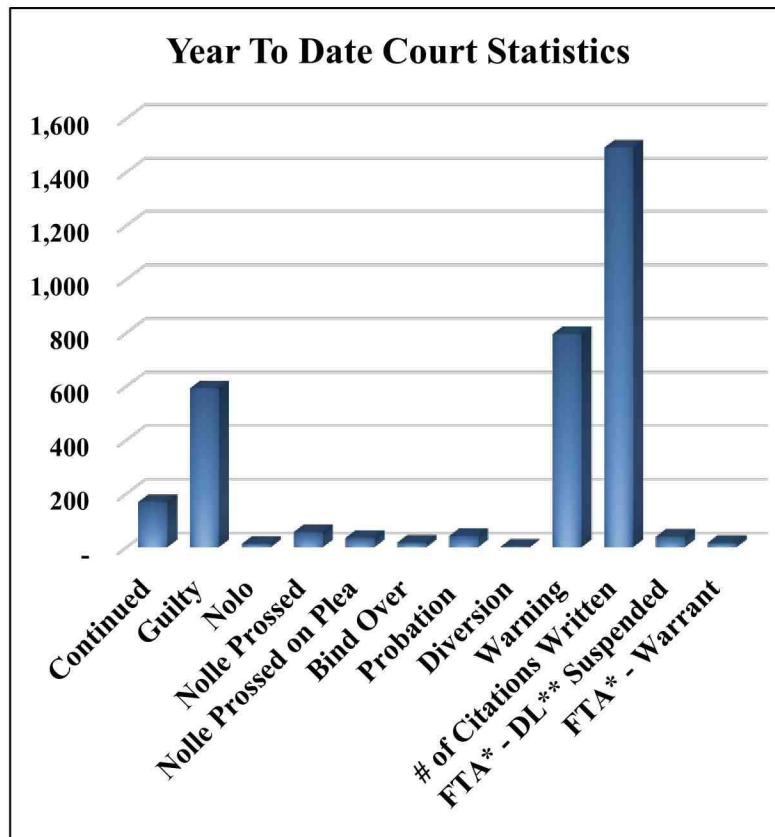


City of Holly Springs Court Statistics 2022 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	77	21	70	-	-	-	-	-	-	-	-	-	168
Guilty	245	155	191	-	-	-	-	-	-	-	-	-	591
Nolo	6	2	4	-	-	-	-	-	-	-	-	-	12
Nolle Prossed	22	12	22	-	-	-	-	-	-	-	-	-	56
Nolle Prossed on Plea	19	3	12	-	-	-	-	-	-	-	-	-	34
Bind Over	4	3	10	-	-	-	-	-	-	-	-	-	17
Probation	15	13	14	-	-	-	-	-	-	-	-	-	42
Diversion	1	-	1	-	-	-	-	-	-	-	-	-	2
Warning	316	216	263	-	-	-	-	-	-	-	-	-	795
# of Citations Written	549	425	517										1,491
FTA* - DL** Suspended	15	19	5	-	-	-	-	-	-	-	-	-	39
FTA* - Warrant	10	-	6	-	-	-	-	-	-	-	-	-	16
	1,279	869	1,115	-	-	-	-	-	-	-	-	-	3,263

* Failure to Appear

** Driver's License





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

Description	Mar-22	
Pot Hole Repair	2	roads
Tree Service Work	2	row
ROW Mowing	21	row
Dead Animal Pick Up	2	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	4	signs
Traffic Signals	0	signs
Equipment Maintenance	3	equipment maintenance
Misc. Work Orders	11	misc
PARKS		
J.B. Owens	16	parks
Barrett Park	15	parks
J.C. Mullins	25	parks
Monthly Totals	101	

Notes:

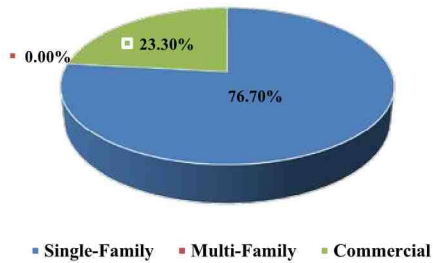
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- 3)
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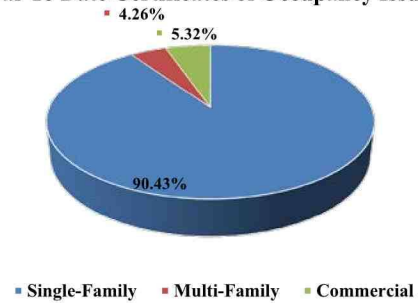
City of Holly Springs
Building Permits and Certificates of Occupancy
2022 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	25	49	54										128
Accessory Structures	2												2
Additions		1	4										5
Basement Buildouts	2	3	3										8
Mechanical			1										1
Plumbing	1		1										2
Electrical	1	1	1										3
Miscellaneous	3	4	2										9
Residential Fence	7	10	20										37
Certificates of Completion	1		1										2
Certificates of Occupancy	29	20	34										83
Multi-Family													
Townhomes													0
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	4												4
Commercial													
New Structures	1		6										7
Addition-C													0
Tenant Build Outs			1										1
Accessory Structures	4		1										5
Mechanical	1												1
Plumbing													0
Electrical	1	2	2										5
Misc-C	2	5	2										9
Signs	5	6											11
Utilities	4		5										9
Commercial Fence													0
Certificates of Completion			2										2
Certificates of Occupancy	1	1	1										3

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

April 18, 2022

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.

