



City of Holly Springs

Date: Monday, April 17, 2023

Location: 3235 Holly Springs Pkwy

Public Hearing Agenda 6:30 p.m., Council Chambers

- I. CALL TO ORDER
- II. BUSINESS/PUBLIC HEARING
 - A. Discuss entering into an intergovernmental agreement with the Holly Springs Parks and Recreation Authority for the purpose of issuing a bond to acquire property for a park
Presented By: Robert H. Logan, City Manager
- III. PUBLIC COMMENTS
- IV. ADJOURNMENT

City Council Work Session Agenda *Immediately Following the Public Hearing*

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. UNFINISHED BUSINESS
 - A. Discuss MA-05-2023, rezoning of 0.84 +/- acres located off of Holly Street, Holly Springs, Ga tax parcel 061 of tax plat 15N14 from GC, General Commercial, to TND, Traditional Neighborhood Development
Presented by: Nancy Moon, Community Development Director

IV. NEW BUSINESS

- A. Discuss renewal of Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA)
Presented By: Karen Norred, City Clerk/Human Resources Director
- B. Discuss donation of equipment from decommissioned vehicles number 316, 416, 516 and 217 to the City of Aragon, Georgia Police Department
Presented by: Deputy Chief Greg Clyburn
- C. Discuss donation of K-9 equipment from vehicle number 115 to the City of Morrow, Georgia Police Department
Presented by: Deputy Chief Greg Clyburn
- D. Discuss a resolution to rename certain streets within the Town Center Road Network
Presented by: Robert H. Logan, City Manager
- E. Discuss the release of Performance Bonds for Magnolia Trace and The Retreat at Holly Springs
Presented by: Nancy Moon, Community Development Director

V. ADJOURNMENT

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. CONSENT AGENDA

- 1. March 6, 2023 Council Work Session and Special Called Meeting Minutes
- 2. March 20, 2023 Council Work Session and Council Business Meeting Minutes
- 3. Quote from Applicant Pro in an annual amount not to exceed \$3,089

4. Resolution to amend the adopted Municipal Services Master Fee Schedule
5. Resolution authorizing the reimbursement of project expenses, in an estimated amount of \$2,000,000, for the purchase of additional park land
6. Contract with FenceWorks of Georgia, Inc. in an amount not to exceed \$52,385
7. Resolution declaring certain property as surplus and authorizing its sale or disposal
8. Awarding the 2023 Local Maintenance & Improvement Grant (LMIG) Resurfacing Project (RFB #2023-04) to East Coast Grading, Inc. in an amount not to exceed \$835,900.74 and authorize the Mayor to execute the construction contract

V. OLD BUSINESS

1. Approve/deny A-03-2023, annexation of 16.51 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcels 197, 198, 199, 200, 200A, 201, 202, and 203 of tax plat 15N19
2. Approve/deny MA-04-2023, rezoning of 22.87 +/- acres located off of Hickory Flat Highway, Holly Springs, GA tax parcels 197, 198, 199, 200, 200A, 201, 202, 203, 223, and 226 of tax plat 15N19, from R-40, Single Family Residential Estate (County), and NC, Neighborhood Commercial (City), to TND, Traditional Neighborhood Development (City) with staff stipulations as described in Rezoning Ordinance MA-04-2023
3. Approve/deny CUP-01-2023, a conditional use permit for a Car Wash Establishment for property located off of Holly Springs Parkway, Holly Springs, GA, tax parcel 004E of tax plat 15N14C with staff stipulations as described in Conditional Use Permit Ordinance CUP-01-2023
4. Approve/deny CUP-02-2023, a conditional use permit for an Automotive Service Establishment for property located off of Holly Springs Parkway, Holly Springs, GA, tax parcel 004E of tax plat 15N14C with staff stipulations as described in Conditional Use Permit Ordinance CUP-02-2023
5. Approve/deny MA-05-2023, rezoning of 0.84 +/- acres located off of Holly Street, Holly Springs, GA tax parcel 061 of tax plat 15N14 from GC, General Commercial, to TND, Traditional Neighborhood Development with staff stipulations as described in Rezoning Ordinance MA-05-2023

VI. NEW BUSINESS

1. Approve/deny renewal of Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA)
2. Approve/deny donation of equipment from decommissioned vehicles number 316, 416, 516 and 217 to the City of Aragon, Georgia Police Department
3. Approve/deny donation of K-9 equipment from vehicle number 115 to the City of Morrow, Georgia Police Department
4. Approve/deny resolution to rename certain streets within the Town Center Road Network
5. Approve/deny the release of Magnolia Trace Phase 1 Performance Bond # 107167673, Magnolia Trace Phase 2 Performance Bond # 107404374, Magnolia Trace Phase 3 Performance Bond # GM216014, and Magnolia Trace-Sidewalk/Entrance Streetlights Performance Bond # 107114679
6. Approve/deny the release of The Retreat at Holly Springs – Mail Kiosk Performance Bond # SU1178554, The Retreat at Holly Springs – Topping Performance Bond # US00112742SU21A, The Retreat at Holly Springs – Sidewalks Performance Bond # US00112743SU21A, and The Retreat at Holly Springs – Landscaping Performance Bond # US00112744SU21A

VII. REPORTS

VIII. ADJOURNMENT



City of Holly Springs

Date: Monday, April 17, 2023

Location: 3235 Holly Springs Pkwy

Parks & Recreation Authority Special Called Meeting
Agenda
Immediately Following the City Council Business Meeting, Council Chambers

I. CALL TO ORDER

II. NEW BUSINESS

1. Consider the adoption of a resolution authorizing the issuance of the Holly Springs Parks and Recreation Authority Revenue Bond, Series 2023, and authorizing the Chairman to execute any other documents related thereto, including an installment sale agreement with the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

III. ADJOURNMENT

HOLLY SPRINGS PARKS AND RECREATION AUTHORITY

AND

HOLLY SPRINGS, GEORGIA

INSTALLMENT SALE AGREEMENT

Dated as of May 1, 2023

The rights and interest of the Holly Springs Parks and Recreation Authority in this Installment Sale Agreement have been pledged under the Resolution to the holder from time to time of the Bond.

This document was prepared by:
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INSTALLMENT SALE AGREEMENT

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THIS INSTALLMENT SALE AGREEMENT is entered into as of May 1, 2023 (this “Contract”), by and between the HOLLY SPRINGS PARKS AND RECREATION AUTHORITY, a public body corporate and politic of the State of Georgia (the “Issuer”), and Holly Springs, Georgia, a municipal corporation of the State of Georgia (the “City”).

W I T N E S S E T H:

WHEREAS, the Issuer was duly created pursuant to an Act of the General Assembly of the State of Georgia entitled the “Holly Springs Parks and Recreation Authority Act” (Ga. Laws 2004 p. 3700 *et seq.*) (the “Act”); and

WHEREAS, pursuant to the Act, the Issuer has the power to (a) acquire by purchase ... and to hold, lease and dispose of real and personal property..., (b) make contracts ..., including contracts for the acquisition ... of “projects” (as defined in the Act) ... or contracts with respect to the use of projects... and (c) borrow money for any of its corporate purposes, ... to issue revenue negotiable revenue bonds payable solely from the funds pledged for that purpose, and to provide for the payment of the same and the rights of the holders thereof; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III(a)(5) of the Constitution of the State of Georgia (the “Constitution”), the City has the power to provide parks, recreational areas, programs, and facilities; and

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

WHEREAS, the Issuer has acquired real property that will be used by the City for a park (the “Project”); and

WHEREAS, the Issuer proposes to issue its revenue bond to be known as the “Holly Springs Parks and Recreation Authority Revenue Bond, Series 2023” in the principal amount of \$1,920,000 (the “Bond”) for the purpose of (a) financing the acquisition of the Project and (b) paying the costs of issuing the Bond; and

WHEREAS, the Issuer and the City propose to enter into this Installment Sale Agreement, pursuant to which the Issuer will agree to issue the Bond and sell the Project to the City, and the City will agree to operate the Project, pay to the Issuer amounts sufficient to pay the debt service on the Bond (the “Contract Payments”) and levy an ad valorem property tax, unlimited as to rate or amount, on all property in the City subject to such tax in order to make the Contract Payments.

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

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ARTICLE I.

DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Resolution. The following words and phrases shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Contract Payments” means amount sufficient to pay the principal, interest and premium, if any, on the Bond as the same become due.

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

“Project” means the real property described on Exhibit A.

“Purchase Price” means the sum of all unpaid Contract Payments required under this Contract.

“Resolution” means the bond resolution of the Issuer adopted on April 17, 2023, pursuant to which the Bond is authorized to be issued, including any resolution supplemental thereto.

“State” means the State of Georgia.

“Term” means the duration of this Contract as specified in Section 4.1 hereof.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of Issuer.

The Issuer represents as follows:

(a) The Issuer is a body corporate and politic duly created and organized under the Constitution and laws of the State. The Issuer is authorized to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bond and (iii) execute, deliver and perform its obligations under this Contract. The Resolution has been duly adopted and has not been modified or repealed. The Issuer has duly authorized the (i) issuance, execution, delivery and performance of its obligations under the Bond and (ii) the execution, delivery and performance of its obligations under this Contract. The Resolution, the Bond and this Contract are valid, binding and enforceable obligations of the Issuer.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the (i) adoption of the Resolution and the performance of the Issuer's obligation's thereunder, (ii) issuance, execution, delivery and performance of its obligations under the Bond or (iii) execution, delivery and performance of its obligations under this Contract except as shall have been obtained as of the date hereof.

(c) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bond and the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Issuer or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Issuer is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from issuing the Bond, (ii) contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Bond, the Resolution or this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Issuer or (2) the transactions contemplated by the Resolution and this Contract.

(e) The Issuer is not in (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to

which the Issuer or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Issuer is a party or by which it or its property is subject.

(f) The Project constitutes, and at all times will constitute, a “project” within the meaning of the Act. The Issuer, in issuing the Bond, will be acting in accordance with the public purpose expressed in the Act.

The Authority makes no representation or warranty with respect to the (a) the condition of any part of the Project, (b) suitability of the Project for the City’s purposes, (c) financial condition of the City or (d) sufficiency of the Bond proceeds to pay the costs of the Project and the costs of issuing the Bond.

Section 2.2. Representations of the City.

The City represents as follows:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. The City is authorized to execute, deliver and perform its obligations under this Contract. The City has duly authorized the execution, delivery and performance of its obligations under this Contract. This Contract is the valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the City as of the date hereof in connection with the execution, delivery and performance of its obligations under this Contract except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance of its obligations under this Contract do not (i) violate its charter or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the City or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which it or its property is subject.

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

(e) The City is not in (i) in violation of its charter or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the City or its property is subject or (ii) in breach of or default under any

agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which it or its property is subject.

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ARTICLE III.

ISSUANCE OF THE BOND; APPLICATION OF BOND PROCEEDS.

Section 3.1. Agreement to Issue the Bond.

The Issuer shall cause the Bond to be validated and shall issue the Bond.

Section 3.2. Application of Bond Proceeds.

The proceeds from the sale of the Bond shall be applied as provided in the Resolution, and the City hereby approves the issuance of the Bond.

ARTICLE IV.

EFFECTIVE DATE AND TERM OF CONTRACT; CONTRACT PAYMENT PROVISIONS; SALE OF PROJECT; PURCHASE OPTION

Section 4.1. Effective Date and Term of this Contract.

This Contract shall become effective as of the execution and delivery of this Contract, and the obligations created by this Contract shall then begin, and subject to the other provisions of this Contract, this Contract will terminate upon the earliest of any one of the following events:

(a) Purchase Option. Upon the exercise by the City of its option to purchase the Project and its payment of the amounts as provided in Section 4.4 hereof; or

(b) Payment in Full. Payment in full on the Maturity Date of the Contract Payments and all amounts payable under Section 4.2 hereof.

Section 4.2. Contract Payments.

The City agrees to pay the Contract Payments as and when the same become due. The obligation of the City to make any payments that may be required under this Contract shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill any such obligation. The Issuer has assigned the Contract Payments to the owner of the Bond, and the City consents to such assignment. The Issuer hereby directs the City to make the Contract Payments directly to the Sinking Fund Custodian unless the Issuer, the City and the owner of the Bond shall provide otherwise pursuant to Section 208 of the Resolution, in which event the City shall make the Contract Payments as provided under such other arrangement. In the event the City should fail to make any of the Contract Payments, the item or installment so in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon at the rate borne by the Bond, to the extent permitted by law, from the date thereof

Section 4.3. Purchase and Sale of the Project; Title.

The Issuer hereby agrees to sell the Project to the City, and the City hereby agrees to purchase the Project from the Issuer on an installment basis by making the Contract Payments set forth herein. Until the City shall pay all amounts owing hereunder, title to the Project shall remain in the Issuer.

Section 4.4. Purchase Option.

The City shall have, and is hereby granted the option to, purchase the Project prior to the expiration of the Term and prior to the payment in full of the Bond. To exercise such option, the City shall give written notice to the Issuer specifying the date of closing such purchase, which date shall not be less than 30 days from the date such notice is given. The amount which shall be paid by the City in the event of its exercise of the option granted in this

Section shall be the sum of the following: (a) an amount of money which will be sufficient to pay the Purchase Price, plus (b) all amounts owing under this Contract and the Resolution, plus (c) the sum of \$10.00, which sum the parties hereto acknowledge and agree constitutes good and adequate consideration for the purchase of the Project. The Issuer shall, upon receipt of the amounts described above, deliver to the City those documents set forth in Section 4.6 hereof.

Section 4.5. Obligation to Purchase Project.

On the Maturity Date, the City hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the sum of the following: (a) an amount of money which will be sufficient to pay the Purchase Price, plus (b) all amounts owing under this Contract and the Resolution, plus (c) the sum of \$10.00, which sum the parties acknowledge and agree constitutes good and adequate consideration for the purchase of the Project. The Issuer shall, upon receipt of the amounts described above, deliver to the City those documents set forth in Section 4.6 hereof.

Section 4.6. Conveyance or Purchase.

At the closing of any purchase pursuant to Sections 4.4 or 4.5 hereof, the Issuer will upon receipt of the sums required by Sections 4.4 or 4.5, as the case may be, deliver to the City or its designee a limited warranty deed conveying to the City or its designee title in and to the Project, subject to the following (a) those liens and encumbrances (if any) to which such title in and to such property was subject as of the effective date of this Contract, (b) those liens and encumbrances created by the City or to the creation or suffering of which the City consented in writing and (c) those liens, security interests and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Contract. The City agrees that it will pay all expenses and taxes, if any, applicable to or arising from any transfer of title as herein provided.

Section 4.7. Obligations of the City Hereunder Unconditional.

The obligations of the City to pay the Contract Payments and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer of any obligation to the City, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the City by the Issuer, and until such time as the principal of and interest on the Bond shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, the City (a) will not suspend or discontinue any Contract Payments, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, the occurrence and continuance of any default or Event of Default hereunder, the occurrence of any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on

its part herein contained, and in the event the Issuer should fail to perform any such agreement on its part, the City may institute such action against the Issuer as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this Section.

Section 4.8. Tax Levy to Pay Contract Payments.

(a) The City hereby covenants that, in order to make the Contract Payments when due from its general funds, it will exercise its power of ad valorem property taxation and it will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. The City further covenants and agrees that, in order to make such funds available for such purpose in each fiscal year, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the Term of this Contract, include sums sufficient to timely satisfy such Contract Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full.

(b) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and each of the fiscal officers of the City shall immediately make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund (subject to Section 208 of the Resolution) if for any reason the payment of such obligations shall not otherwise have been timely made.

Section 4.9. Enforcement of Obligations.

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

ARTICLE V.

SPECIAL COVENANTS

Section 5.1. Maintenance of Project.

The City shall keep and maintain the Project.

Section 5.2. Operation of Project and Operating Expenses.

The City shall operate the Project and shall pay all costs of operating the Project, if any.

Section 5.3. Insurance.

The City shall insure the Project in the same manner that it insures its other properties. If the City maintains general liability insurance with respect to the Project, the Issuer shall be named as an additional insured, unless the policy prohibits it.

Section 5.4. Liens; Easements; Sale of Assets; Leases.

The Issuer shall not (i) create or suffer to be created, any lien, security interest or charge on the Project, or any part thereof, (ii) grant an easement on land related to the Project or (iii) sell or lease all or any part of the Project, unless requested by the City. The City may request that the Issuer create a lien on the Project, grant an easement on land related to the Project or sell or lease all or any portion of the Project. The City shall be solely responsible for determining the consideration, if any, for any such lien, easement, sale or lease. The Issuer shall execute all documents necessary to effectuate such lien, easement, sale or lease. The City shall pay all costs relating thereto.

Section 5.5. Further Assurances and Corrective Instruments.

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

Section 5.6. Issuer and City Representatives.

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

Section 5.7. Obligations in the Resolution.

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

Section 5.8. Reserved.

Section 5.9. Assignments.

Except for the assignment of the Contract pursuant to the Resolution, this Contract may not be assigned, as a whole or in part, by the Issuer without obtaining the consent of the City and the owner of the Bond. This Contract may not be assigned, as a whole or in part, by the City without obtaining the consent of the Issuer and the owner of the Bond. No assignment shall relieve the City from primary liability for any obligations hereunder, and in the event of any such assignment the City shall continue to remain primarily liable for payment of the Contract Payments and for performance and observance of the other agreements on its part herein provided to be performed and observed by the City to the same extent as though no assignment had been made.

Section 5.10. Tax Covenant.

The Issuer and the City agree to do all things necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bond and not to do anything that would adversely affect such exclusion.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined.

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

- (a) Failure by the City to make the payments required to be paid under Section 4.2 hereof.
- (b) Failure by the City or the Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 6.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the defaulting party by the nondefaulting party, unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the defaulting party within the applicable period and is being diligently pursued until the Default is corrected.
- (c) Any representation or warranty made in this Contract shall be found untrue.
- (d) The occurrence of an Event of Default under the Resolution.

Section 6.2. Remedies on Default.

Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the non-defaulting party or the owner of the Bond may take any action and pursue any remedy available under the laws of the State, including, without limitation, bringing an action for specific performance pursuant to Section 4.9 hereof. The City acknowledges that so long as rights of the Issuer under this Contract have been assigned to the owner of the Bond as security therefor, the owner of the Bond may enforce the remedies under this Contract in the name and stead of the Issuer.

Section 6.3. No Remedy Exclusive.

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

shall not be necessary to give any notice, other than such notice as may be required in this Article. The owner of the Bond, subject to the provisions of the Resolution, shall be entitled to the benefit of all covenants and agreements herein contained.

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

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

Section 6.5. No Additional Waiver Implied by One Waiver.

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

Section 6.6. No Remedy Exclusive.

No remedy herein conferred or conferred in the Resolution is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Article.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices.

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

Section 7.2. Binding Effect.

This Contract shall inure to the benefit of and shall be binding upon the Issuer, the City, the owner of the Bond and their respective successors and assigns.

Section 7.3. Severability.

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

Section 7.4. Amounts Remaining in Funds.

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

Section 7.5. Third Party Beneficiary.

The owner of the Bond secured by this Contract is a third-party beneficiary hereof.

Section 7.6. Amendments, Changes and Modifications.

This Contract may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Contract; (b) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owner of the Bond by the City; (c) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (d) to conform to supplements to the Resolution; or (e) to make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interest of the owner of the Bond. Any other amendments, changes and modification in this Contract will become effective only with the consent of the owner of the Bond. In no event, however, may any such amendments, changes and modifications permit the reduction of Contract Payments required to be made to ensure the payment of the Bond and the other obligations secured by the Resolution.

Section 7.7. Execution in Counterparts.

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

Section 7.8. Applicable Law.

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

Section 7.9. Captions.

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

Section 7.10. No Personal Recourse.

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

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

HOLLY SPRINGS PARKS AND RECREATION
AUTHORITY

(SEAL)

By: _____
Chairperson

Attest:

By: _____
Secretary

HOLLY SPRINGS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

By: _____
Clerk

DRAFT

Exhibit A

File No. 2236-23

PARCEL 1

All that tract or parcel of land lying and being in Land Lot 330 and 391 of the 15th District, 2nd Section, Cherokee County, Georgia containing 1.0 acres more as shown on a plat of survey for David Cagle and Angela Cagle dated March 20 1998, by Roger S. Lee, GRLS #2234 said plat being recorded in Plat Book 67, Page 194, Cherokee County, Georgia plat records, said plat being incorporated herein and made a part hereto by this reference and is more particularly described as follows:

To ascertain the true point of beginning commence at the point of intersection of the north right of way of hickory road (having a 100 foot r/w) with the east right of way of Stringer Road (having a variable r/w) thence following along the east right of way of Stringer Road run the following courses and distances: north 16 degrees 04' 11" east 36.38 feet; north 25 degrees 03' 33" east 90.12 feet; north 39 degrees 31' 00" east 99.09 feet; north 46 degrees 10' 32" west 10.00 feet; north 41 degrees 30' 49" east 90.36 feet; north 34 degrees 32' 25" east 106.42 feet; north 25 degrees 47' 23" east 63.43 feet to an iron pin set, said iron pin being the true point of beginning of said property; thence continuing along said right of way of Stringer Road and run north 19 degrees 57' 41" east 34.13 feet to a point; thence north 12 degrees 51' 26" east 58.33 feet to a point; thence north 04 degrees 39' 57" east 36.76 feet to an iron pin set; thence leaving the east right of way of Stringer Road and run south 74 degrees 27' 00" east 198.88 feet to an iron pin set; thence south 00 degrees 42' 44" west 212.13 feet to an iron pin set; thence north 89 degrees 17' 16" west 117.85 feet to an iron pin set; thence north 35 degrees 30' 36" west 170.00 feet to an iron pin set and located on the east right of way of Stringer Road, the same being the true point of beginning of said property herein conveyed.

Parcel ID: 15N26017C

File No. 2237-23 & 2238-23

PARCELS 2 AND 3

All of that tract or parcel of land lying and being in Land Lots 330 and 391 of the 15th District, 2nd Section of Cherokee County, Georgia and being particularly described as follows:

BEGINNING at the intersection of the Easterly side of Stringer road with the Northerly side of the Holly Springs-Hickory public road; thence in an Easterly direction along the Northerly side of the Holly Springs-Hickory Flat Road to a point that is located 150 feet in a Westerly direction measured along the Northerly side of the Holly springs- Hickory Flat Road from its intersection with the original East line of said Land Lot 391; thence in a Northerly direction parallel to the East original line of said Land Lot 391, continuing a Northerly direction though Land Lot 330 to a ditch and fence that is located 330 feet North of the original South line of said Land Lot 330

and which point is also located 150 feet in a Westerly direction measured along said ditch and fence from its intersection with the original East line of said Land Lot 330; thence in a Westerly direction along said ditch and fence to the Easterly side of Stringer Road; thence through Land Lot 330 and into Land Lot 391 to the intersection of Stringer Road with the Northerly side of the Holly Springs-Hickory Flat public road to the point of beginning.

Said property being the same property conveyed by Quit Claim Deed from Bernese H. Cagle to Albert C. Cagle, dated May 22, 1975 and recorded in Deed Book 180, Page 272, Cherokee County, Georgia Deed Records.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 330 and 391 of the 15th District, 2nd Section, Cherokee County, Georgia containing 1.0 acres more as shown on a plat of survey for David Cagle and Angela Cagle dated March 20 1998, by Roger S. Lee, GRLS #2234 said plat being recorded in Plat Book 67, Page 194, Cherokee County, Georgia plat records, said plat being incorporated herein and made a part hereto by this reference and is more particularly described as follows:

To ascertain the true point of beginning commence at the point of intersection of the north right of way of hickory road (having a 100 foot r/w) with the east right of way of Stringer Road (having a variable r/w) thence following along the east right of way of Stringer Road run the following courses and distances: north 16 degrees 04' 11" east 36.38 feet; north 25 degrees 03' 33" east 90.12 feet; north 39 degrees 31' 00" east 99.09 feet; north 46 degrees 10' 32" west 10.00 feet; north 41 degrees 30' 49" east 90.36 feet; north 34 degrees 32' 25" east 106.42 feet; north 25 degrees 47' 23" east 63.43 feet to an iron pin set, said iron pin being the true point of beginning of said property; thence continuing along said right of way of Stringer Road and run north 19 degrees 57' 41" east 34.13 feet to a point; thence north 12 degrees 51' 26" east 58.33 feet to a point; thence north 04 degrees 39' 57" east 36.76 feet to an iron pin set; thence leaving the east right of way of Stringer Road and run south 74 degrees 27' 00" east 198.88 feet to an iron pin set; thence south 00 degrees 42' 44" west 212.13 feet to an iron pin set; thence north 89 degrees 17' 16" west 117.85 feet to an iron pin set; thence north 35 degrees 30' 36" west 170.00 feet to an iron pin set and located on the east right of way of Stringer Road, the same being the true point of beginning of said property herein conveyed.

Parcel ID: 15N26017 & 15N26017A

**CITY OF HOLLY SPRINGS
PUBLIC NOTICE**

The City of Holly Springs will hold a Public Hearing on April 17, 2023 at 6:30 p.m. Immediately following the Public Hearing, during a regular scheduled meeting; the City Council will consider entering into an intergovernmental agreement with the Holly Springs Parks and Recreation Authority. The purpose of the intergovernmental agreement is to issue a bond to acquire property for a park. The hearing and meeting will be held at the City of Holly Springs Municipal Building located at 3235 Holly Springs Pkwy. The purpose of this hearing is for the public to review and comment on the intergovernmental agreement.

☒ **PROOF O.K. BY:** Karen Norred ☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

MA-337375 (100%)

ADVERTISER: CITY OF HOLLY SPRINGS

PROOF CREATED AT: 4/3/2023 8:51:32 AM

SALES PERSON: MAM958

NEXT RUN DATE: 04/08/23

SIZE: 3X3

PROOF DUE: 04/08/23 00:00:00

PUBLICATION: MA-CHEROKEE TRIBUNE

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 0.84+/- acres, identified as tax parcel 061 of tax plat 15N14, Land Lots 304 and 345 of the 15th District of Cherokee County, from GC, General Commercial, to TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Chris Riddle, requesting rezoning in the City of Holly Springs, Georgia, concerning 0.84+/- acres, identified as tax parcel 061 of tax plat 15N14, Land Lots 304 and 345 of the 15th District of Cherokee County, from GC, General Commercial, to TND, Traditional Neighborhood Development; and

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

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

Section 1

The application for rezoning in the City of Holly Springs, concerning 0.84+/- acres, identified as tax parcel 061 of tax plat 15N14, Land Lots 304 and 345 of the 15th District of Cherokee County, is hereby rezoned from GC, General Commercial, to TND, Traditional Neighborhood Development; and

Section 2

The approval of this application has the following stipulations attached:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance area, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. All units within the proposed community shall be "for sale" units.
5. Density shall be limited to a maximum gross density of 3.57 units per acre, or a maximum of three (3) fee-simple single-family residential detached dwelling units.

6. Site plan shall be substantially consistent with the conceptual plan presented to City Council on April 17, 2023, consisting of three homes attached to this ordinance and labeled, "Exhibit A."
7. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
8. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
9. Garage doors shall be setback a minimum of 20 feet from the back of pavement.
10. Signage at the entrance point shall be ground based, monument style, in compliance with Article 10, Signs and Outdoor Advertising and shall complement the high quality, architectural vision and style of the proposed home. The entrance areas shall be professionally designed, landscaped and maintained.
11. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
12. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
13. Entrance design and improvements to Holly Street shall be provided as per determination and recommendation of the City Engineer.
14. In lieu of the streetscape requirements, owner/developer shall donate additional right-of-way along Holly Street to accommodate the Holly Street Pedestrian Improvements project, the area of which to be determined at end of design of the project by the City Engineer.
15. A 5' beauty strip and a 5' sidewalk shall be constructed along the eastern boundary of the driveway from the intersection with Holly Street to the north end of the town homes.
16. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Holly Street. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

Section 3

This ordinance shall become effective April 17, 2023, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented.

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

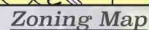
Adopted the 17th day of April, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

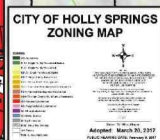


Tin Number: 15N14 061
Pin Number: 15-0304-0001
Location: 3013 Holly Street
Land Lot: LD 15 LL: 304
Current Zoning: GC
Proposed Zoning: TND
Proposed Use: Single Family
Site Area: .84 Acres

N/F=
Moore's Auto Care Center Inc.
D.B. 14329, P1273
P.B.12,P.19)
Parcel 15N14 063

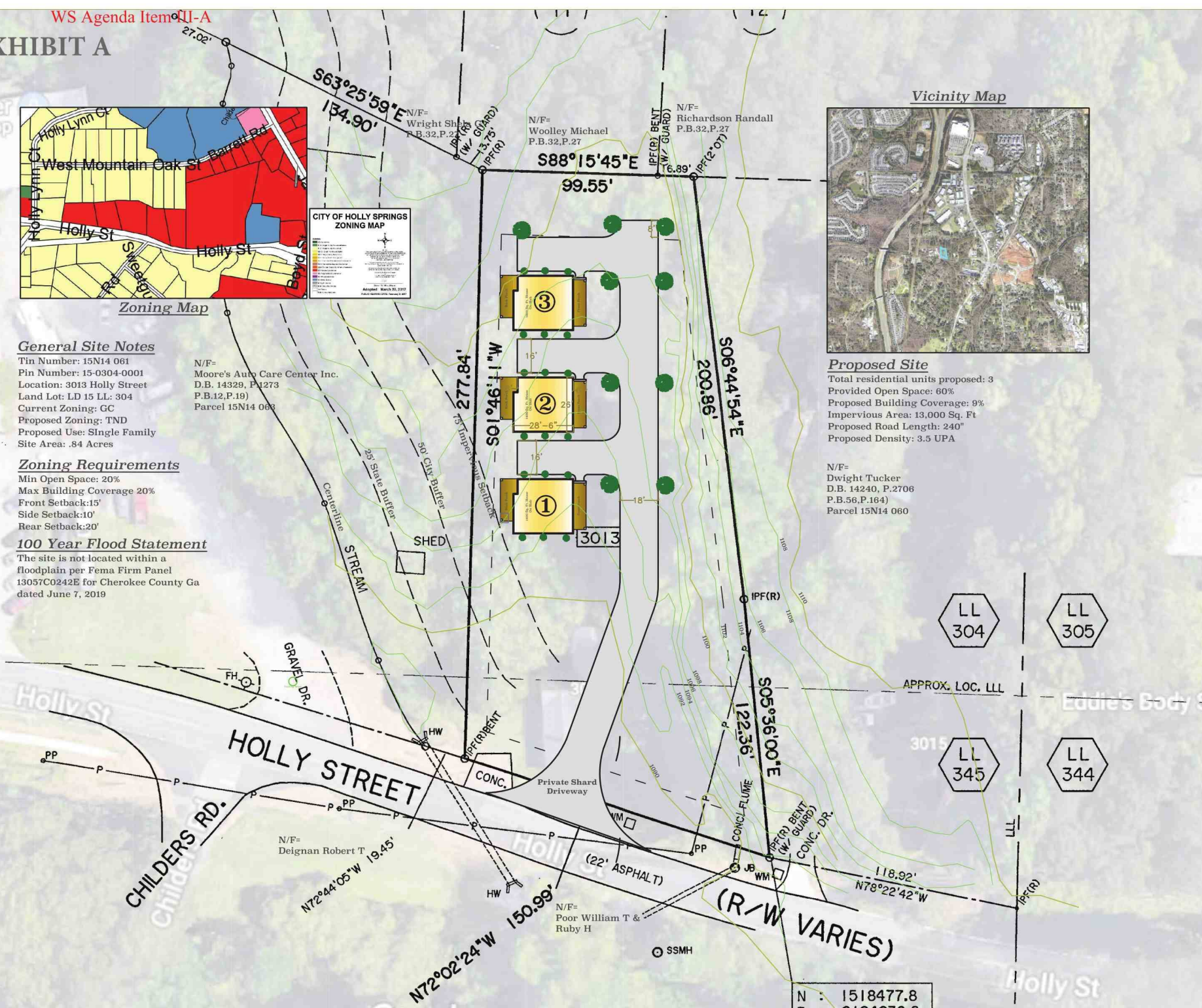
Min Open Space: 20%
Max Building Coverage 20%
Front Setback:15'
Side Setback:10'
Rear Setback:20'

The site is not located within a floodplain per Fema Firm Panel 13057C0242E for Cherokee County Ga dated June 7, 2019



Total residential units proposed: 3
 Provided Open Space: 60%
 Proposed Building Coverage: 9%
 Impervious Area: 13,000 Sq. Ft
 Proposed Road Length: 240"
 Proposed Density: 3.5 UPA

N/F=
Dwight Tucker
D.B. 14240, P.2706
P.B.56,P.164)
Parcel 15N14 060



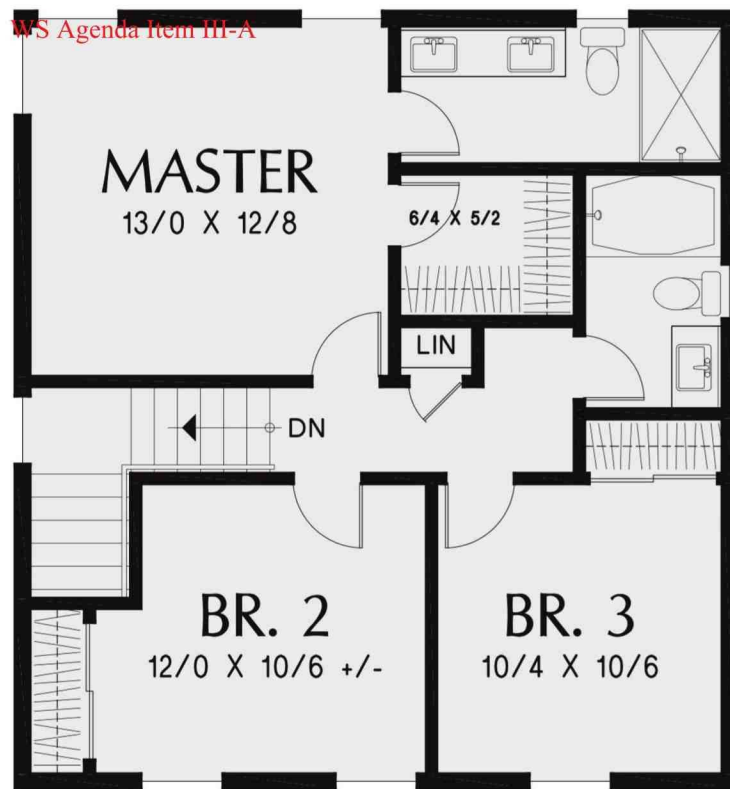
WS Agenda Item III-A



WS Agenda Item III-A



WS Agenda Item III-A



Mayor **WS Agenda Item IV-B**
Steven W. Miller

Council Members

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



City of Holly Springs

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

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

April 17, 2023

The City of Holly Springs, Georgia wishes to donate the following equipment from decommissioned vehicles number 316, 416, 516 and 217 to the City of Aragon Georgia Police Department:

Center Console and Mounts
Lightbar and other Miscellaneous Lights
Pushbar and Mounts
Center Partition (Cage)
Rear Plastic Seat
Rear Door Panels and Window Guards

The City of Holly Springs is making no representation as to the condition of said vehicle equipment and shall have no liability for the equipment's condition and no further liability for any maintenance of the equipment. The City of Aragon Georgia Police Department accepts the equipment "as is" and assumes all responsibility for the above listed equipment.

Accepted on this ____ day of _____ 20____.

Chief Julie Collins

Mayor **WS Agenda Item IV-C**
Steven W. Miller

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



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City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

April 17, 2023

The City of Holly Springs, Georgia wishes to donate the following equipment from vehicle number 115 to the City of Morrow Georgia Police Department:

K-9 Insert/Kennel for Vehicle
Heat-Pop System for Vehicle (This is an Alarm and Bailout System)

The City of Holly Springs is making no representation as to the condition of the said vehicle equipment and shall have no liability for the condition and no further liability for any maintenance of the equipment. The City of Morrow Georgia Police Department accepts the equipment “as is” and assumes all responsibility for the above listed equipment.

Accepted on this ____ day of _____ 20____.

Captain Jason Guest

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO
RENAME CERTAIN STREETS WITHIN THE TOWN CENTER ROAD NETWORK**

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance, abandonment, and naming of streets; and

WHEREAS, the Town Center Road Network is located within the corporate limits of the City of Holly Springs; and

WHEREAS, on November 16, 2020, a resolution was passed to name the streets within the Town Center Road Network in honor and/or memory of the former mayors of the City of Holly Springs; and

WHEREAS, it is the desire to rename certain streets as described below; and

Rename From	Rename To
Timothy B. Downing Drive	Timothy Downing Drive
E.M. Barrett Drive	Edward Barrett Drive
Henry L. Hall Drive	Henry Hall Drive
Robert E. Mullinax Drive	Robert Mullinax Drive
Grady L. Payne Drive	Grady Payne Drive
C.O. Chapman Drive	Charles Chapman Drive
W.G. Burrell Drive	Grady Burrell Drive
G.A. Kelley Drive	George Kelley Drive
G.C. Hosea Drive	Gilbert Hosea Drive
H.D. Delay Drive	Hardy DeLay Drive

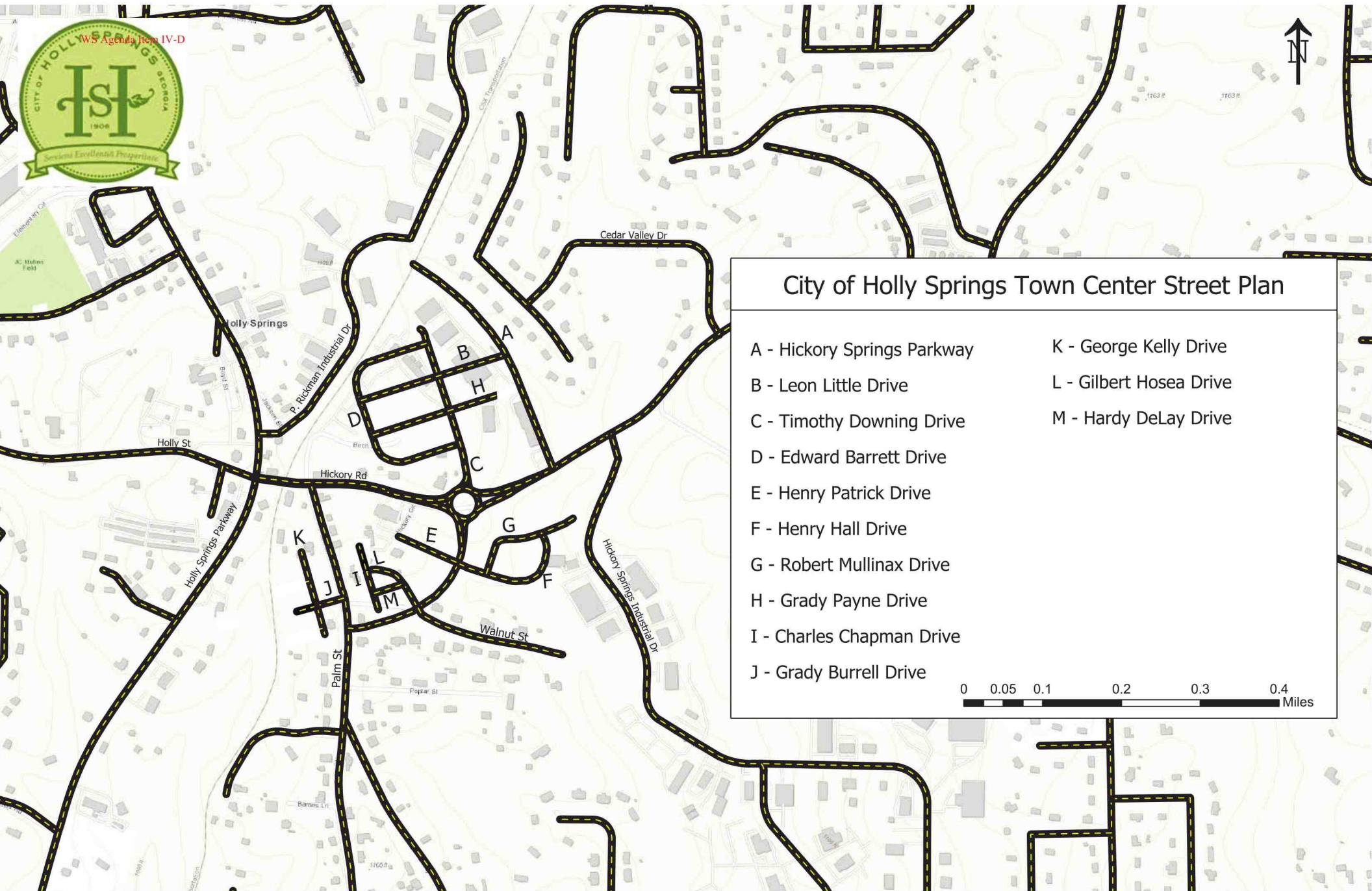
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Holly Springs, Georgia that the Town Center Road Network rename certain streets in the Town Center Road Network and to adhere to the street names as shown in "Exhibit A" attached hereto.

THIS RESOLUTION IS ADOPTED THIS 17th DAY OF APRIL 2023.

Steven W. Miller, Mayor

Attest:

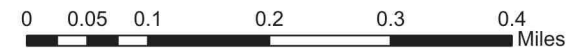
Karen Norred, City Clerk
(Seal)



City of Holly Springs Town Center Street Plan

A - Hickory Springs Parkway
B - Leon Little Drive
C - Timothy Downing Drive
D - Edward Barrett Drive
E - Henry Patrick Drive
F - Henry Hall Drive
G - Robert Mullinax Drive
H - Grady Payne Drive
I - Charles Chapman Drive
J - Grady Burrell Drive

K - George Kelly Drive
L - Gilbert Hosea Drive
M - Hardy DeLay Drive





COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Performance Bonds—Magnolia Trace and The Retreat at Holly Springs

DATE: April 14, 2023

COUNCIL MEETING DATE: April 17, 2023

RECOMMENDATION

STAFF ANALYSIS

The following Bonds have been requested for release:

Subdivision	Bond Type	Number	Amount
Magnolia Trace-Phase 1	Performance	107167673	\$34,231.00
Magnolia Trace-Phase 2	Performance	107404374	\$23,666.00
Magnolia Trace-Phase 3	Performance	GM 216014	\$22,388.40
Magnolia Trace-Sidewalk/Entrance Streetlights	Performance	107114679	\$21,171.00
The Retreat at Holly Springs	Performance-Mail Kiosk	SU1178554	\$23,125.00
The Retreat at Holly Springs	Performance-Topping	US00112742SU21A	\$45,000.00
The Retreat at Holly Springs	Performance-Sidewalks	US00112743SU21A	\$10,000.00
The Retreat at Holly Springs	Performance-Landscaping	US00112744SU21A	\$60,000.00

The City Engineer has inspected these developments and approved the release of the bond.

CONCURRENCES

City Engineer/Building Official

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

N/A

City of Holly Springs
City Council Work Session Meeting Minutes
March 6, 2023

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

Elected Officials Absent: Councilman Kevin Moore.

Staff Present: City Attorney Robert M. Dyer, City Clerk Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Communications & External Affairs Director Erin Honea, Information Technology Manager/Facilities Manager Ron Carter, and Sergeant Mike Adams.

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.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Meeting adjourned.

City of Holly Springs
City Council Special Called Meeting Minutes
March 6, 2023

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

Elected Officials Absent: Councilman Kevin Moore.

Staff Present: City Attorney Robert M. Dyer, City Clerk Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Communications & External Affairs Director Erin Honea, and Information Technology Manager/Facilities Manager Ron Carter.

Mayor Miller called the Special Called Meeting to order.

Councilman Whitaker made a motion to add Item 3, Approve/deny a Deed of Conservation Easement between Pebblewood Grove Homeowners Association, Inc. and the City of Holly Springs, Georgia and Item 4, Approve/deny a Trail Easement Agreement between Pebblewood Grove Homeowners Association, Inc. and the City of Holly Springs, Georgia to the March 6, 2023 Special Called Meeting agenda. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Councilman Whitaker made a motion to add Items 1 – 4 to a Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Consent Agenda

1. Proposal No. ME-23-154-R1 from Maxis Engineering to complete a Phase I Environmental Site Assessment for properties located on Stringer Road, 15N26-017, 15N26-017A, 15N26-017C, in an amount not to exceed \$2,700 and authorize and ratify the signature of the City Manager
2. an amendment to Resolution 03-2023 establishing a moratorium on the acceptance of any new applications related to rezoning, development or construction in the Interstate 575 and Sixes Road Interchange Area
3. Deed of Conservation Easement between Pebblewood Grove Homeowners Association, Inc. and the City of Holly Springs, Georgia
4. Trail Easement Agreement between Pebblewood Grove Homeowners Association, Inc. and the City of Holly Springs, Georgia

Mayor Pro Tem Zenchuk made a motion to approve the March 6, 2023 Consent Agenda. Councilman Wilbur seconded the motion. Motion carried 4-0.

Mayor Pro Tem Zenchuk made a motion to adjourn and enter into Executive Session for the purposes of Real Estate and Litigation. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

City of Holly Springs
City Council Work Session Meeting Minutes
March 20, 2023

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

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

Mayor Miller called the Work Session to order.

No public comments.

Mayor Pro Tem Zenchuk made a motion to amend the agenda to adjourn and enter into Executive Session for the purpose of Real Estate. Councilwoman Phillips seconded the motion. Motion carried 5-0.

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

Meeting adjourned.

City of Holly Springs
City Council Business Meeting Minutes
March 20, 2023

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

Staff Present: Jeff Rusbridge from the City Attorney's Office, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, and Information Technology/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.

Councilman Whitaker made a motion to amend the Business Meeting agenda to include Item 18, Approve/deny a resolution opposing consideration by the State Legislature to enact legislation that would preempt local control. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to amend the agenda to add Items 8-17 to the March 20, 2023 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Consent Agenda

1. February 6, 2023 Council Work Session and Special Called Meeting Minutes
2. February 23, 2023 Work Session and Business Meeting Minutes
3. The submittal of and ratifying the Georgia Office of Highway Safety (GOHS) Grant Application
4. The release of Performance Bond No. 107472222 for Avery Creek – Mail Kiosk
5. A quote for appraisal services for the Holly Springs Parkway Widening Project Ph. 3 from BM&K, PC in an amount not to exceed \$157,250
8. A base bid from Tindall Corporation for RFB# 2023-01 Precast Parking Deck in an amount not to exceed \$4,217,000 upon approval of Kimley-Horn and authorize the City Manager to enter into contract with Tindall Corporation
9. An add alternate from Tindall Corporation for RFB# 2023-01 Precast Parking Deck in an amount not to exceed \$300,000 for stainless steel connections upon approval of Kimley-Horn and authorize the City Manager to enter into contract with Tindall Corporation

10. Addendum No. 8 to the Holly Springs Town Center Post Award Project from Southeastern Engineering Inc. in an amount not to exceed \$7,500 and authorize and ratify the signature of the City Manager
11. A proposal from Foresite Group, Inc. for Town Center Project Hardscape/Landscape Construction Document Revisions in an amount not to exceed \$17,500 and authorize the Mayor to execute the agreement
12. A resolution to rename a street within the City of Holly Springs
13. A resolution to close six Certificates of Deposit at South State Bank
14. A resolution to open six Certificates of Deposit with South State Bank
15. A resolution to close the American Rescue Plan Act of 2021 Checking Account at South State Bank
16. A resolution to open an American Rescue Plan Act of 2021 Money Market Account with South State Bank
17. An ordinance to adopt the Official Zoning Map of the City of Holly Springs, Georgia

Councilwoman Phillips made a motion to approve the March 20, 2023 Consent Agenda. Councilman Wilbur seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve. A-02-2023, annexation of 0.96 +/- acres located off of Hickory Road, Cherokee County, GA, tax parcel 524A of tax plat 15N20. Councilman Moore seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to approve MA-02-2023, rezoning of 0.96 +/- acres located off of Hickory Road Holly Springs, GA, tax parcel 524A of tax plat 15N20, from RM-10, Multi-Family Residential, and R-20, Single Family Residential, (County), to NC, Neighborhood Commercial (City) with staff stipulations. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve a resolution opposing consideration by the State Legislature to enact legislation that would preempt local control. Councilwoman Phillips seconded the motion. Motion carried 5-0.

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

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

Applicant **PRO**

Hello Holly Springs, GA, Welcome to Your Personal Price Quote

We are excited to provide you with a personal price quote for our hiring software and services. This quote will cover detailed pricing, hiring package features and details, available options, and next steps. Our pricing is based on the number of employees in your organization, and we will never make you sign a contract.

Contents

1. Price Quote

Complete financial breakdown of what's included.

2. Hiring Package Includes

List of products and services included in your hiring package.

3. Hiring Package Details

Detailed overview of each feature included in your hiring package.

4. What's Next

What to expect and how to get started with ApplicantPro.



Jandi Dean

Hiring Consultant

888-633-9269 ext. 891

jandi@applicantpro.com

Price Quote

Employee Size: 67

Item	Monthly	Annually
Premium Applicant Tracking System	\$286	\$3,432
Subtotal	\$286	\$3,432
Discounts	City Discount - \$28	City Discount - \$343
Total	\$258 Monthly	\$3,089 Annual

"ApplicantPro is a friendly and affordable ATS. We spent a lot of time researching systems before committing and they came out on top because of cost/benefit. They have proven themselves and we are not sorry for the decision made!"

Marianne B. | HR Manager



Need Help? We're Here.

We are available by phone and email to answer any questions you may have.

📞 888-633-9269 ext. 891 | ✉️ jandi@applicantpro.com

Hiring Package Includes

APPLICANT TRACKING SYSTEM



Premium Applicant Tracking System

Premium adds powerful compliance and tracking features like EEOC tracking, calendar scheduling, interview templates, offer letters and more!

ATS UPGRADES



Text Messaging

Sending text messages right from our system speeds up your hiring process while at the same time helps applicants feel more connected and informed.



Job Board Credits

Job board credits provide you with even more leverage in getting your job ads in front of more qualified candidates interested in applying to your jobs.



Additional Career Sites

Additional career sites are available to those who need the flexibility and ease of use in managing different company locations with their varied jobs and applicants.



Wedge - Recorded Video Interviews

Access more applicants in less time by simply logging in to ApplicantPro to send interviews, track statuses, watch interviews, leave notes, and share with your team.



Text to Apply

Allow applicants to apply for jobs with a QR code to scan or an automated text conversation that leads them through the process of applying.

ASSESSMENTS



SelectiveHiring Assessments

Pre-hire assessments are essential in picking your top candidates from the list of applicants and can be customized to fit your hiring needs.

BACKGROUND CHECKS & EMPLOYEE MONITORING



Background Checks & Drug Screens

Have all the facts about your next hire with affordable criminal background checks, drug testing, employment verifications, and even DOT employee checks.



Employee Monitoring

Employee Monitoring will ensure the safety and reputation of your company, workplace, and customers by providing real-time incarceration alerts.

ONBOARDING



Standard Onboarding

Simplify your onboarding process for new hires with online standard forms, due date enforcements, and online signatures for company information.

BM Agenda Item IV-3

**Premium Onboarding**

Streamline your onboarding process for new hires with custom forms, online signatures, custom reports, and bulk data/form exports.

**Integrated eVerify**

Our eVerify option with Onboarding is integrated into our system so no more manually re-keying any of the data from the I9. Quick, easy, and compliant!

**New Hire Uploads**

With Onboarding Uploads, you can easily allow your new hire to upload required documents and certificates from their mobile device to their employee file.

**Multiple Branded Accounts**

Onboarding with several different companies is easy with our Multiple Branded Account option which allows a master admin access to all accounts needed.

"HR has seen an increase in productivity and efficiency because ApplicantPro is more than just an applicant tracking system. It's a one-stop-shop for recruitment & onboarding! I've done the research, and no other company offers so much for such an incredible cost!!"

Trinidad M. | HR Specialist



Hiring Package Details

Premium Applicant Tracking System

Our Premium Hiring Package includes everything you need to simplify and supercharge your hiring process without user limitations. By default, you can have unlimited administrator logins; unlimited manager logins, and we will never limit you to the number of jobs you can post or the number of applicants you can receive. In addition to the Standard Hiring Package features the Premium Package makes it easy to effectively communicate and coordinate with your team(s) and stay compliant.

STANDARD FEATURES

Applicant Sourcing

- Access to over 3000 job boards including state workforce, local job boards, state associations, university job boards, or your own account(s) with any major job board.
- Job board apply integration allows your candidates to use job board profiles to apply, removing any barriers to the application process.
- Automated free job posting to Indeed, LinkedIn, Glassdoor, ZipRecruiter, CareerCentric, CareerJet, Job Inventory, JobBoos, Jobbydoo, JobCase, JodisJob, Jobble, JuJu, LinkUp, Monster Controlled, MyJobHelper, Neuvoo, Oodle, Recruit.net, SimplyHired, Trovit, and US Jobs.

Applicant Screening

- Custom job-based screening questions
- Auto disqualifiers based on question response filters out applicants that don't meet specific needs for the company or position, saving you time and resources.
- Candidate Scoring prioritizes recommended candidates.

Branded Career Site

- Branded and designed to match your existing website header, navigation, and overall style creating a seamless career site addition.
- Displays all of your current job openings.
- Job alert signup will automatically email your candidates your latest open positions.
- Additional Career Sites can be added for \$200 per year.

Online Applications

- 2-Step Applications collect the most important information upfront with Step 2 collecting the remaining necessary information. This increases the application completion rate by up to 10x over standard online application processes.
- Multiple Applications including internal or current employee applications, with full customization.
- Apply from any device.
- Resume parsing allows your applicants to simply upload their existing resume to apply. Resume parsing will analyze the content and automatically complete any appropriate fields in the application.
- Profile to apply allows your applicants to apply with their LinkedIn login to automatically complete their application.

Reporting

- Compliance Reporting for Affirmative Action, EEO, and other Department of Labor requirements.
- Standard Reports provide everything you need to successfully and easily analyze your hiring progress.
- Report Builder gives you the ability to create custom reports.

Users

- Unlimited Users. Never worry about maxing out your number of logins.
- Custom Access Levels allows you to create user logins with access to information that is pertinent to them.
- Internal Communication promotes effective information exchanges amongst the people within your organization.
- Applicant management and calendaring tools simplify managing your recruiting process.

Integrated Products and Partners

- Marketplace access to all of our integrated products and partners.
- More information is available under ApplicantPro's Complete Line of Products, Upgrades, and Services included within this price quote.

Applicant Email & Texting Inbox

- Email applicants directly from the system simplify communication.
- 50 free texts every month.

BM Agenda Item IV-3

- Easily text (SMS) with your applicants right from the system. If you use more than that, you can easily purchase a subscription with your credit card from inside your account.

Job Board Credits

- 15 free job board posts per month.
- Some job boards, such as State Workforce Services, require employees to have their own accounts and some employers have negotiated discounts with job boards. Just because you have your own login, doesn't mean that we can't post a job for you. If you need more than that, you can purchase more inside ApplicantPro.

PREMIUM FEATURES**Centralized Interviewing Portal**

Set customizable, yet shared questions so each interviewer has access to the same questions for each applicant. Making it incredibly easy to track and display their answers.

Requisitions Approval

Streamline, automate, and speed up your requisition process. This feature notifies those involved in the hiring process while easily tracking progress. You have complete transparency on all requisitions.

EEO & Affirmative Action Reports

Have an affirmative action plan or need to file EEO reports? We have you covered. With a library of reports, extracting and submitting applicant and employee data is easy and takes just a few clicks.

Reference Surveys

Reaching out to an applicant's references can sometimes feel like a wild goose chase. Our reference surveys can bridge that gap with customizable questions that can be emailed to each reference. All survey responses will be attached to the applicant's data in ApplicantPro.

Agency Portal

Simplify communication needs with an external recruiter or agency. They can also submit an applicant; the system will check against your customizable rules and will also communicate statuses back to the recruiter. No more, "just checking in" phone calls.

Offer & Rejection Letters

In just a few clicks you can mass deliver rejection letters to multiple applicants at once. You can also send offer letters to your final selections so they can accept and sign.

Cronofy Calendar Integration

Sync your user's calendars with our software to quickly and securely set up appointments. See the availability of other users' calendars. The recipients can choose what time works best for them from specified time slots.

What's Next

1. Review Price Quote

Review your price quote with one of our Hiring Pros. We are happy to answer any questions and make any adjustments needed. Our goal is to create a hiring plan that fits your company to set you up for success from the start.

2. Get Started

Contact us to get started and we'll have you setup in 1 business day.

3. Post Your First Job

Schedule a quick overview training to learn the basics and post your first job!

"Getting set up with ApplicantPro took an hour and we immediately had an online presence for posting jobs and receiving applications that saved time and money."

Lauren B. | HR Director



Jandi Dean

Hiring Consultant

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jandi@applicantpro.com

Additional Available Products



Text Messaging

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Access more applicants in less time by simply logging in to ApplicantPro to send interviews, track statuses, watch interviews, leave notes, and share with your team.



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Have all the facts about your next hire with affordable criminal background checks, drug testing, employment verifications, and even DOT employee checks.



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Onboarding with several different companies is easy with our Multiple Branded Account option which allows a master admin access to all accounts needed.

"The investment in ApplicantPro was one of the smartest decisions I've made. It has made the process for hiring so much easier and taken the guesswork out of it. ApplicantPro frees up so much time and I just love that there's so many tools that I'm able to use for that candidate experience."

Staci Heard | Sr. Director of HR for Xyngular



Want to add more hiring tools to your quote?

Let's set you up with the best recruiting tools available for your hiring success!

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

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

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

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

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

This Resolution is adopted this 17th day of April 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Local Legal Code	Category	Local Violation Description	Fee Name	Base Fee	Fine Amount
40-6-181 (11-14 mph)	Speeding	Speeding - 1st Offense			\$175.00
		Speeding - 2nd Offense			\$245.00
		Speeding - 3rd Offense			\$280.00
		Speeding - 4th Offense			\$315.00
		Speeding - 5th Offense			\$350.00
		Speeding - 6th Offense			\$385.00
		Speeding - 7th Offense			\$420.00
		Speeding - 8th Offense			\$455.00
		Speeding - 9th Offense			\$490.00
		Speeding - 10th Offense			\$525.00
40-6-181 (15-18 mph)	Speeding	Speeding - 1st Offense			\$210.00
		Speeding - 2nd Offense			\$280.00
		Speeding - 3rd Offense			\$315.00
		Speeding - 4th Offense			\$350.00
		Speeding - 5th Offense			\$385.00
		Speeding - 6th Offense			\$420.00
		Speeding - 7th Offense			\$455.00
		Speeding - 8th Offense			\$490.00
		Speeding - 9th Offense			\$525.00
		Speeding - 10th Offense			\$560.00
40-6-181 (19-23 mph)	Speeding	Speeding - 1st Offense			\$280.00
		Speeding - 2nd Offense			\$295.00
		Speeding - 3rd Offense			\$330.00
		Speeding - 4th Offense			\$365.00
		Speeding - 5th Offense			\$400.00
		Speeding - 6th Offense			\$435.00

		Speeding - 7th Offense			\$470.00
		Speeding - 8th Offense			\$505.00
		Speeding - 9th Offense			\$540.00
		Speeding - 10th Offense			\$575.00
40-6-181 (24-30 mph)	Speeding	Speeding - 1st Offense			\$380.00
		Speeding - 2nd Offense			\$422.00
		Speeding - 3rd Offense			\$464.00
		Speeding - 4th Offense			\$506.00
		Speeding - 5th Offense			\$548.00
		Speeding - 6th Offense			\$590.00
		Speeding - 7th Offense			\$632.00
		Speeding - 8th Offense			\$636.00
		Speeding - 9th Offense			\$678.00
		Speeding - 10th Offense			\$720.00
40-6-181 (31+ mph)	Speeding	Speeding - 1st Offense			\$500.00
		Speeding - 2nd Offense			\$549.00
		Speeding - 3rd Offense			\$598.00
		Speeding - 4th Offense			\$647.00
		Speeding - 5th Offense			\$696.00
		Speeding - 6th Offense			\$745.00
		Speeding - 7th Offense			\$794.00
		Speeding - 8th Offense			\$843.00
		Speeding - 9th Offense			\$892.00
		Speeding - 10th Offense			\$941.00
40-6-72(b)	Rules of the Road	Failure to Stop at Stop Sign			\$182.00
46-1	City Ordinance	Disorderly Conduct - 1st Offense (16-11-39)			\$500.00
		Disorderly Conduct - 2nd Offense (16-11-39)			\$855.00
		Disorderly Conduct - 3rd Offense (16-11-39)			\$1,370.00

		POLICE DEPT. FEE SCHEDULE			
	Background	Background Check			\$15.00

DRAFT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HOLLY SPRINGS, GEORGIA AUTHORIZING THE
REIMBURSEMENT OF PROJECT EXPENSES FOR
THE PURCHASE OF ADDITIONAL PARK LAND**

WHEREAS, the City of Holly Springs, Georgia (the “City”) has determined that it is necessary to purchase property to add to an existing park at the intersection of Stringer Road and Hickory Road (the “Project”); and

WHEREAS, all or a portion of the costs of the Project will be financed with the proceeds of tax-exempt obligations (the “Debt”) to be issued by the City or an authority or another entity on its behalf; and

WHEREAS, prior to the issuance of the Debt, the City may pay for all or a portion of the costs of the Project; and

WHEREAS, the City may reimburse itself with Debt proceeds for the costs of the Project paid by it prior to the issuance of the Debt.

NOW, THEREFORE, be it resolved by the City Council of the City of Holly Springs, and it is hereby resolved by the same as follows:

1. The City reasonably expects to reimburse itself with Debt proceeds for the costs of the Project paid by it prior to the issuance of the Debt.
2. The maximum principal amount of Debt which the City presently expects to be issued relating to the Project is currently estimated to be \$2,000,000.
3. This resolution is intended to be a declaration of official intent for purposes of Section 1.150-2 of the Income Tax Regulations.

Adopted this ____ day of _____, 2023.

CITY COUNCIL OF CITY OF HOLLY SPRINGS

(SEAL)

By: _____
Steven W. Miller, Mayor

ATTEST:

Karen Norred, City Clerk

Clerk

CLERK'S CERTIFICATE

The undersigned Clerk to the Council of the City of Holly Springs (the "City Council") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2023 by the City Council in a meeting duly called and assembled and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City Council, which is in my custody and control.

GIVEN under my hand and the seal of the City, this ____ day of _____, 2023.

(SEAL)

Karen Norred City Clerk

FenceWorks of Georgia, Inc.

300 Piedmont Court ~ Suite A ~ Doraville, GA ~ 30340 ~ (770) 452-9900 ~ Fax (770) 452-9998

Customer: <u>City of Holly Springs</u>		Home #	Date: <u>2-2-23</u>
Address: <u>411 Hickory Rd</u>		Work #	Map #
City: <u>Holly Springs</u>		Cell # <u>45182750</u>	Fax#
Utilities#:	By:	Exp:	Contact Name: <u>DAVID</u>
FOOTAGE		FENCE TYPE	Height
Approximate Spacing (MAY VARY)		Email: <u>odyssey@fenceworks.com</u>	
(0") (1") (1½") (2") (3½") (other _____)		ALL POSTS SET IN WET CONCRETE.	
GATES		10 YEAR WARRANTY AGAINST DEFECTS ON WORKMANSHIP AND INSTALLATION ERRORS ONLY.	
Qty.	Size	Type & Style	WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS ARE SUBJECT TO WARPAGE, SHRINKAGE, CRACKING, MOLD, MILDEW, ROT, DECAY, AND DISCOLORATION. NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.
WOOD SPECIFICATIONS			FENCEWORKS WILL EXCHANGE UP TO 15% OF ALL PICKETS WITHIN 10 YEARS OF CONTRACT DATE. (LABOR NOT INCLUDED)
1" X 4" Pickets	_____	_____	<u>4' Flat Top Aluminum</u> <u>Wall 11 582' = \$16,295⁰⁰</u> <u>12 541' = \$15,315⁰⁰</u> <u>49 225' = \$6,300⁰⁰</u> <u>19 215' w/ collar</u> <u>drills = \$6,780⁰⁰</u> <u>6' pine shadow box w/</u> <u>12' 00 CASE</u> <u>295' = \$7,695⁰⁰</u>
1" X 6" Boards	_____	_____	
Cedar	_____	_____	
PT Pine	_____	_____	
4" X 4" Posts	_____	_____	
4" X 6" Posts	_____	_____	
6" X 6" Posts	_____	_____	
All posts Pine	_____	_____	
2" x 4" Runners	Cedar _____	_____	
(2) (3) (4)	PT Pine _____	_____	
Panel Design			Billing Address:
Straight	Neg. Scallop	Pos. Scallop	Other
Construction Design		Top of Fence	TENTATIVE INSTALLATION: Approx. _____ weeks from deposit and signed Contract
Face	Slope with grade (less space)	Total Price \$ <u>52,385</u>	TERMS: 1/2 Deposit - Balance Due Upon Completion
Exposed	Straight (more space at bottom)	1/2 Deposit \$	
Between	Step (large spaces at bottom)	SUBJECT TO CONDITIONS ON REVERSE	
CHAIN LINK SPECIFICATIONS			Accepted by Purchaser <u>Robert H. [Signature]</u> Date <u>3/30/23</u>
Fabric/Gauge	Gate Posts	Gate Frame	Estimator <u>LEWIS Ar D</u> Date <u>2-21-23</u>
Top Rail	Barbed Wire	Tension Wire	
Line Posts			
Terminal Posts			

STATEMENT OF CONDITIONS

FenceWorks of Georgia, Inc. hereby sells to the Buyer, or structure described, subject to all terms and conditions on each side of this contract, and the Buyer in consideration thereof, agrees that:

1. **RESPONSIBILITY OF BUYER.** I agree to locate and identify the property line, easement and all underground cables and pipes. I agree that I am solely responsible for the fence described in this proposal. I also defend FenceWorks of Georgia, Inc and reimburse for all costs in connection with any claim made by anyone about the location of the fence. I am responsible for any special work described in this proposal.
2. **UNDERGROUND SYSTEMS.** Buyer agrees FenceWorks of Georgia, Inc. will not be held responsible for any damages to any underground pipes, drains, wires, cables, foundations, sprinklers, etc.
3. **LANDSCAPE.** Buyer agrees FenceWorks of Georgia, Inc will not be responsible for the restoration of any part of the landscape that is disturbed during the fence installation. FenceWorks of Georgia, Inc will not be required to remove or reform soil excavation from post holes during installation.
4. **PAYMENT.** Failure to pay as agreed will void all warranties, and further, FenceWorks of Georgia, Inc. shall have the right to remove fence from Buyer's property without notice. Should fence be removed for lack of payment all prior payments made by Buyer shall be forfeit and applied as liquidation. It is also understood when Buyer elects to use a credit card as method of payment for the down payment, the balance can then be charged to same credit card at completion of work without further notice to Buyer. If payment due under this contract is not paid according to the terms specified above, and we hire an attorney who is not a salaried employee to collect what is owed under this contract, you agree to pay us reasonable attorney fees, court costs and out-of-pocket expenses of fifteen percent (15%) of the outstanding principal and interest due.
5. **CONTRACT.** This proposal only becomes a contract when accepted by an officer of FenceWorks of Georgia, Inc
6. **DISPUTES.** Buyer agrees that any disputes concerning this contract will be adjudicated in the appropriate local jurisdiction in the State of Georgia.
7. **CHANGES/VARIATIONS.** Contract price is for the agreed footage. Final footage may vary. Said variations will be billed on a prorated basis.
8. **REDO WORK AND EXTRA TRIPS.** Buyer shall be present when work commences unless alternative arrangements are made in advance to indicate location of fence and gates, and to inform installers of any special conditions. Work accomplished in error due to Buyer's lack of direction to installers will be corrected at Buyer's expense.
9. **WARRANTIES. FENCES ARE WARRANTED FOR A PERIOD OF TEN YEARS AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS. EXCLUSIONS:** Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact or pressure and normal wear and tear. Fence materials will change in appearance, dimension and shape due to the process of aging and exposure to the elements. Wood materials are subject to warping, cracking, mold, mildew, rot, decay, and discoloration. No warranty is expressed or implied against changes in installed fence materials that occur as a result of these natural processes. **GATE WARRANTY.** Gates will be adjusted at no charge for a period of forty-five (45) days after contract date, provided abuse is not evident. This Limited Warranty is in lieu of any other expressed or implied warranties, including but not limited to implied warranties of merchantability or fitness for any particular purpose. No warranties, whether written or spoken, other than this Statement of Conditions, will be recognized by FenceWorks of Georgia, Inc. FenceWorks of Georgia, Inc. will exchange up to 15% of all pickets within 10 years of contract date. **(Labor not included)**
10. **ANIMAL AND CHILD CONTAINMENT.** Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any installed fence. Buyer agrees that FenceWorks of Georgia, Inc will not be held responsible for the retention of pets or children within installed fence or for damages resulting from escape of pets or children.
11. **ATTACHMENT TO MASONRY.** The attachment of fences and gates to existing masonry structures such as columns, walls, driveways, etc. carries a risk of damaging said structures. Buyer agrees that FenceWorks of Georgia, Inc will not be held liable for damage to masonry structures described herein.
12. **SCHEDULING.** Inclement weather, manpower, and equipment restraints, etc. can delay completion of this contract. Said delays can cause the Buyer inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Buyer agrees that under no circumstances will FenceWorks of Georgia, Inc allow a reduction in the contract price, nor reimbursement be made to compensate the Buyer for said expenses or inconveniences.
13. **FENCE HEIGHT.** Fence height is herein described as the height of the fence at its tallest point from grade plus or minus six (6) inches.
14. **SITE PREPARATION.** Site preparation such as clearing and grading is the responsibility of the Buyer unless other specific arrangements are made in this contract.
15. **BUILDING PERMITS.** Building permits will be obtained and paid for by the Buyer.
16. **UNLESS SPECIFIED.** Unless specified on the reverse side of this contract, all matters relating to the completion of this project will be decided by FenceWorks of Georgia, Inc. This will include gate replacement, material selection, construction technique, etc.
17. **RESPONSIBILITIES.** Responsibilities of FenceWorks of Georgia, Inc. are limited to that which is described in this contract. Verbal representations by FenceWorks of Georgia, Inc. employees will not be honored.
18. **CANCELLATION CLAUSE.** The Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation notice shall be in writing by certified form. If contract is cancelled after its acceptance by FenceWorks of Georgia, Inc. all deposits will be forfeited. In the event FenceWorks of Georgia, Inc. rejects this transaction, FenceWorks of Georgia, Inc. will notify the Buyer and return all accompanying deposits.
19. **FAXED COPY.** Both parties agree a FAXED copy to be binding.
20. **SIGNATURE.** The signatory on reverse side, irrespective of any title, hereby personally and individually guarantees payment of this obligation.

Robert H. Logan
Customer Signature

3/30/23
Date

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

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

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

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

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

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

This Resolution is adopted this 17th day of April 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit A

Unit #	Year	Make	Model	VIN
316	2016	Dodge	Charger	2C3CDXAT9GH155823
416	2016	Dodge	Charger	2C3CDXAT0GH155824
516	2016	Dodge	Charger	2C3CDXAT2GH155825
M114	2014	Harley Davidson	Harley	1HD1FMM18EB610462
M214	2014	Harley Davidson	Harley	1HD1FMM15EB625503



March 24, 2023

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

Subject: Award Recommendation – 2023 LMIG Resurfacing Project

Dear Mr. Logan:

Technical evaluation of the bids submitted for the 2023 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	East Coast Grading, Inc.	\$835,900.74
2	Bartow Paving Company, Inc.	\$840,837.95
3	CW. Matthews Contracting, Inc.	\$846,244.39

Complete bid packages for all bidders are included as Enclosures 1-3. 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.

East Coast Grading, Inc. submitted the qualifying low bid of \$835,900.74. I recommend award of the 2023 LMIG Resurfacing contract to East Coast Grading, 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 4.

Furthermore, a Notice of Award has been included to East Coast Grading, Inc. as Enclosure 5. It should be placed on City letterhead and, upon award, mailed to East Coast Grading, Inc. at PO Box 579, Rutledge, GA 30663. 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.



March 24, 2023
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, East Coast Grading, Inc
 (2) Bid Package, Bartow Paving Company, Inc.
 (3) Bid Package, CW Matthews Contracting, Inc.
 (4) Bid Tabulation
 (5) Notice of Award

Bid Schedule FY 2023 LMIG & Asphalt Resurfacing Project

Line No.	Item Number	Description	Unit	Quantity	East Coast		Bartow Paving		CW Matthews		Engineer's Estimate	
					1		2		3			
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
5	150-1000	TRAFFIC CONTROL -2023-04	LS	1	\$35,000.00	\$35,000.00	\$130,589.00	\$130,589.00	\$142,965.44	\$142,965.44	\$40,000.00	\$40,000.00
10	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H-LIME (440LB/SY)	TN	1122	\$175.00	\$196,350.00	\$149.00	\$167,178.00	\$145.77	\$163,553.94	\$140.00	\$157,080.00
15	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H-LIME (330LB/SY)	TN	1030	\$175.00	\$180,250.00	\$152.00	\$156,560.00	\$171.20	\$176,336.00	\$140.00	\$144,200.00
20	402-1802	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H-LIME (50LB/SY)	TN	257	\$145.00	\$37,265.00	\$135.00	\$34,695.00	\$144.00	\$37,008.00	\$140.00	\$35,980.00
25	402-3102	RECYCLE ASPH CONC 9.5 MM SUPERPAVE, TP 2, BLEND 1, INCL BITUM MATL & H-LIME	TN	2072	\$140.00	\$290,080.00	\$120.00	\$248,640.00	\$113.25	\$234,654.00	\$125.00	\$259,000.00
30	413-1000	BITUM TACK COAT	GL	1000	\$7.00	\$7,000.00	\$12.00	\$12,000.00	\$2.83	\$2,830.00	\$3.00	\$3,000.00
35	432-5010	MILL APSPH CONC PVMT, VARIABLE DEPTH	SY	9507	\$6.00	\$57,042.00	\$7.00	\$66,549.00	\$7.33	\$69,686.31	\$4.00	\$38,028.00
40	647-6000	LOOP DETECTOR ALL KINDS	LS	1	\$2,835.00	\$2,835.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
45	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	8360	\$1.46	\$12,205.60	\$0.90	\$7,524.00	\$0.65	\$5,434.00	\$0.75	\$6,270.00
50	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	9768	\$1.46	\$14,261.28	\$0.90	\$8,791.20	\$0.65	\$6,349.20	\$0.75	\$7,326.00
55	653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	LF	220	\$4.34	\$954.80	\$16.00	\$3,520.00	\$15.00	\$3,300.00	\$1.20	\$264.00
60	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	112	\$4.13	\$462.56	\$6.00	\$672.00	\$5.00	\$560.00	\$10.00	\$1,120.00
65	654-1001	RAISED PVMT MARKERS TP 1	EA	209	\$10.50	\$2,194.50	\$7.75	\$1,619.75	\$7.50	\$1,567.50	\$5.00	\$1,045.00
TOTAL					\$835,900.74		\$840,837.95		\$846,244.39		\$698,313.00	

% Higher than Engineer's Estimate

19.70%

20.41%

21.18%

% Higher than Low Bid

0.59%

1.24%

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

16.51+/- acres, identified as parcels 197, 198, 199, 200, 200A, 201, 202, and 203 of tax plat 15N19 of the 15th District of Cherokee County, located off of Hickory Flat Highway and Old Pioneer Trail and more particularly identified by "Exhibit A," the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be placed in **Ward Number 1** of the corporate limits of the City of Holly Springs, Georgia.

Section 3

Upon annexation, this tract shall be zoned **Single Family Residential Estate**.

Section 4

This ordinance shall become effective on the 1st day May, 2023.

Section 5

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 3 above.

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

Approved this 17th day of April, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 22.87+/- acres, identified as tax parcels 197, 198, 199, 200, 200A, 201, 202, 203, 223, and 226 of tax plat 15N19, Land Lots 44, 45, 100, and 101 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate (County), and NC, Neighborhood Commercial (City), to TND, Traditional Neighborhood Development (City); and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by PR Land Investments, LLC, requesting rezoning in the City of Holly Springs, Georgia, concerning 22.87+/- acres, identified as tax parcels 197, 198, 199, 200, 200A, 201, 202, 203, 223, and 226 of tax plat 15N19, Land Lots 44, 45, 100, and 101 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate (County), and NC, Neighborhood Commercial (City), to TND, Traditional Neighborhood Development (City); and

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

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

Section 1

The application for rezoning in the City of Holly Springs, concerning 22.87+/- acres, identified as tax parcels 197, 198, 199, 200, 200A, 201, 202, 203, 223, and 226 of tax plat 15N19, Land Lots 44, 45, 100, and 101 of the 15th District of Cherokee County, is hereby rezoned from R-40, Single Family Residential Estate (County), and NC, Neighborhood Commercial (City), to TND, Traditional Neighborhood Development (City); and

Section 2

The approval of this application has the following stipulations attached:

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

4. All units within the proposed community shall be "for sale" units. The Declaration of Restrictive Covenants shall restrict the number of units which can be leased at any one time to no more than twenty percent.
5. Density shall be limited to a maximum gross density of 4.88 units per acre, or a maximum of 112 fee simple single-family residential detached dwelling units.
6. Signage at the entrance point shall be ground based, monument style. The entrance areas shall be professionally designed, landscaped and maintained. All project signage will be consistent with the architectural design regulations established for the principal and accessory buildings within the project and shall comply with Article 19, Design Guidelines for Model Zoning Districts of the Holly Springs Zoning Ordinance.
7. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
8. Gutters shall blend with the architectural style of the buildings, consistent with the building design as established by the owner/developer and approved by the City of Holly Springs.
9. Asphalt roof shingles shall be architectural grade with a dimensional textured surface and shall be algae resistant.
10. Garage doors shall be setback a minimum of 20 feet from the back of sidewalks.
11. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
12. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
13. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$989 per residential unit constructed and such fee shall be paid prior to the issuance of each building permit.
14. Entrance design and improvements to Hwy 140 and Old Pioneer Trail shall be provided as per determination and recommendation of the Georgia Department of Transportation and the City Engineer.
15. Owner/developer shall be responsible for the installation of sidewalks (5' sidewalk with a 5' beauty strip), decorative street lamps, accel/decel lanes and curb and gutter along the entire road frontage of Hickory Flat Highway, as approved by Georgia Department of Transportation, and Old Pioneer Trail, as applicable and approved by the City Engineer, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District.

16. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Hwy 140. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

Section 3

This ordinance shall become effective May 1, 2023, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented.

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

Adopted the 17th day of April, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-01-2023 identified as tax parcel 004E of tax plat 15N14C, located off of Holly Springs Parkway, to allow a “Car Wash” establishment in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Martie Murphy, Tidal Wave Auto Spa, requesting a Conditional Use Permit CUP-01-2023 to allow a “Car Wash” establishment in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 6.0+/- acres, now or formerly known as tax parcel 004E of tax plat 15N14C is zoned GC, General Commercial; and

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

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

Section 1

A Conditional Use Permit for a “Car Wash” establishment concerning 6.0+/- acres, identified as tax parcel 004E of tax plat 15N14C, located off of Holly Springs Parkway, is hereby approved.

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association or equivalent organization.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping. Additional landscaping shall be installed along Holly Springs Parkway to provide screening of the bay doors subject to approval of the City Arborist.
3. In addition to the zoning requirements of the GC zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
4. Developer shall coordinate with the owner of Harbor Creek Parkway (a private road) to provide improvements to the intersection of Holly Springs Parkway and Harbor Creek Parkway subject to the approval of the City Engineer.

Section 3

This ordinance shall become effective April 17, 2023, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the date identified in Section 3 above, whether or not they have been physically made and represented.

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

Approved this 17th day April, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

DRAFT

CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-02-2023 identified as tax parcel 004E of tax plat 15N14C, located off of Holly Springs Parkway, to allow an “Automotive Service” establishment in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Butler Properties & Development, Valvoline Instant Oil Change, requesting a Conditional Use Permit CUP-02-2023 to allow an “Automotive Service” establishment in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 6.0+/- acres, now or formerly known as tax parcel 004E of tax plat 15N14C is zoned GC, General Commercial; and

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

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

Section 1

A Conditional Use Permit for a “Car Wash” establishment concerning 6.0+/- acres, identified as tax parcel 004E of tax plat 15N14C, located off of Holly Springs Parkway, is hereby approved.

Section 2

The approval of this application has the following stipulations attached:

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association or equivalent organization.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping. Additional landscaping shall be installed along Holly Springs Parkway to provide screening of the bay doors subject to approval of the City Arborist.
3. In addition to the zoning requirements of the GC zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
4. Developer shall coordinate with the owner of Harbor Creek Parkway (a private road) to provide improvements to the intersection of Holly Springs Parkway and Harbor Creek Parkway subject to the approval of the City Engineer.

Section 3

This ordinance shall become effective April 17, 2023, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the date identified in Section 3 above, whether or not they have been physically made and represented.

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

Approved this 17th day April, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

DRAFT

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 0.84+/- acres, identified as tax parcel 061 of tax plat 15N14, Land Lots 304 and 345 of the 15th District of Cherokee County, from GC, General Commercial, to TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Chris Riddle, requesting rezoning in the City of Holly Springs, Georgia, concerning 0.84+/- acres, identified as tax parcel 061 of tax plat 15N14, Land Lots 304 and 345 of the 15th District of Cherokee County, from GC, General Commercial, to TND, Traditional Neighborhood Development; and

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

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

Section 1

The application for rezoning in the City of Holly Springs, concerning 0.84+/- acres, identified as tax parcel 061 of tax plat 15N14, Land Lots 304 and 345 of the 15th District of Cherokee County, is hereby rezoned from GC, General Commercial, to TND, Traditional Neighborhood Development; and

Section 2

The approval of this application has the following stipulations attached:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance area, signage, private infrastructure, detention areas, mail kiosk, amenity areas, common areas, open space areas, other common recreational areas, and all landscaping and plantings contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development. The yard areas around each unit shall be fully sodded/landscaped and maintained by the mandatory homeowners' association.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. All units within the proposed community shall be "for sale" units.
5. Density shall be limited to a maximum gross density of 3.57 units per acre, or a maximum of three (3) fee-simple single-family residential detached dwelling units.

6. Site plan shall be substantially consistent with the conceptual plan presented to City Council on April 17, 2023, consisting of three homes attached to this ordinance and labeled, "Exhibit A."
7. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
8. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
9. Garage doors shall be setback a minimum of 20 feet from the back of pavement.
10. Signage at the entrance point shall be ground based, monument style, in compliance with Article 10, Signs and Outdoor Advertising and shall complement the high quality, architectural vision and style of the proposed home. The entrance areas shall be professionally designed, landscaped and maintained.
11. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
12. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
13. Entrance design and improvements to Holly Street shall be provided as per determination and recommendation of the City Engineer.
14. In lieu of the streetscape requirements, owner/developer shall donate additional right-of-way along Holly Street to accommodate the Holly Street Pedestrian Improvements project, the area of which to be determined at end of design of the project by the City Engineer.
15. A 5' beauty strip and a 5' sidewalk shall be constructed along the eastern boundary of the driveway from the intersection with Holly Street to the north end of the town homes.
16. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Holly Street. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

Section 3

This ordinance shall become effective April 17, 2023, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 3 above, whether or not they have been physically made and represented.

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

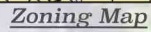
Adopted the 17th day of April, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

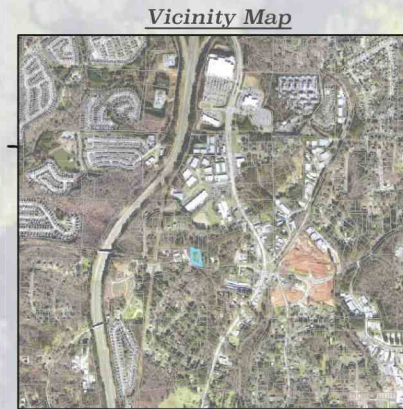
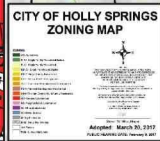


Tin Number: 15N14 061
Pin Number: 15-0304-0001
Location: 3013 Holly Street
Land Lot: LD 15 LL: 304
Current Zoning: GC
Proposed Zoning: TND
Proposed Use: Single Family
Site Area: .84 Acres

N/F=
Moore's Auto Care Center Inc.
D.B. 14329, P.1273
P.B.12,P.19)
Parcel 15N14 063

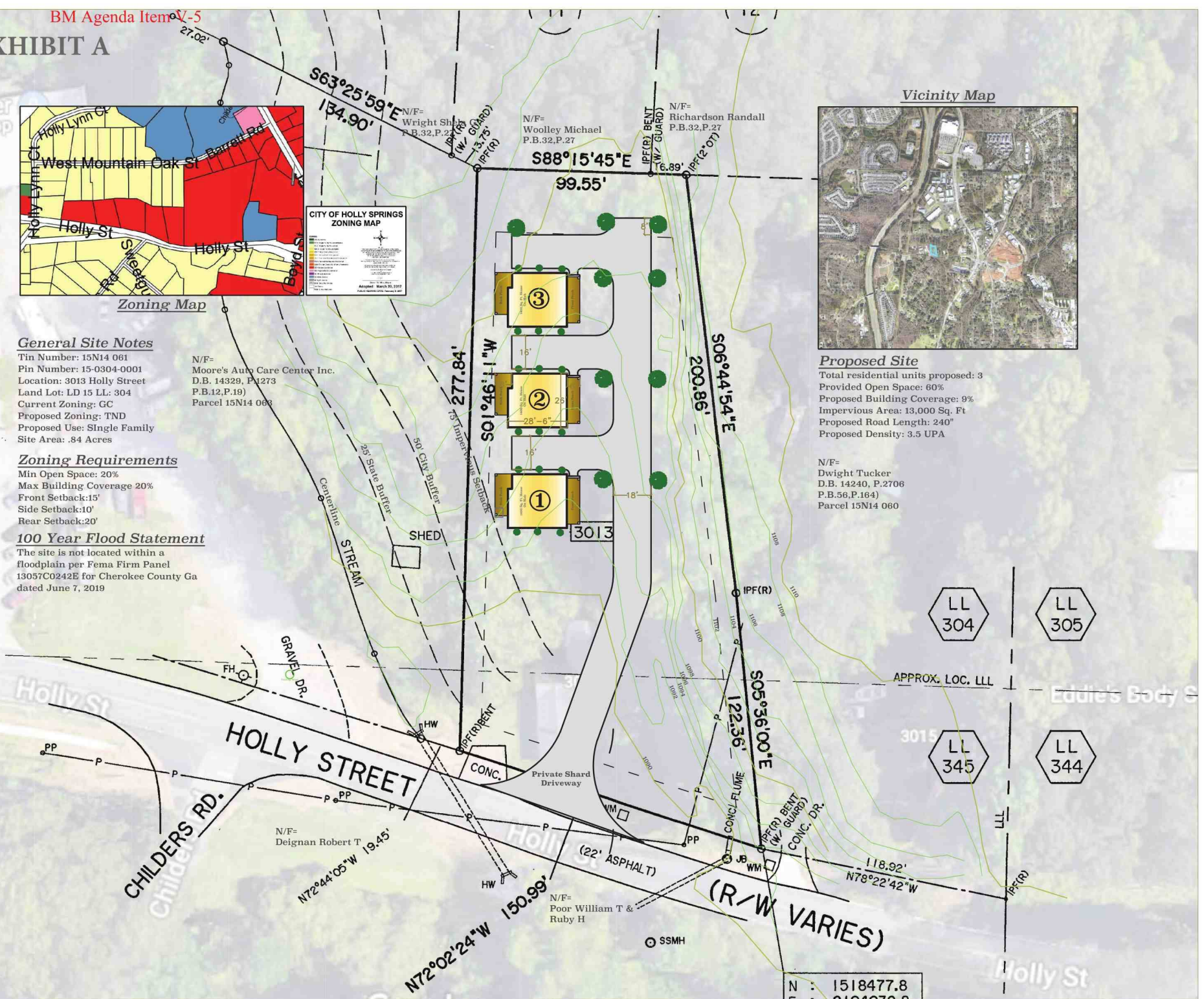
Min Open Space: 20%
Max Building Coverage 20%
Front Setback:15'
Side Setback:10'
Rear Setback:20'

The site is not located within a floodplain per Fema Firm Panel 13057C0242E for Cherokee County Ga dated June 7, 2019



Total residential units proposed: 3
 Provided Open Space: 60%
 Proposed Building Coverage: 9%
 Impervious Area: 13,000 Sq. Ft
 Proposed Road Length: 240"
 Proposed Density: 3.5 UPA

N/F=
Dwight Tucker
D.B. 14240, P.2706
P.B.56,P.164)
Parcel 15N14 060

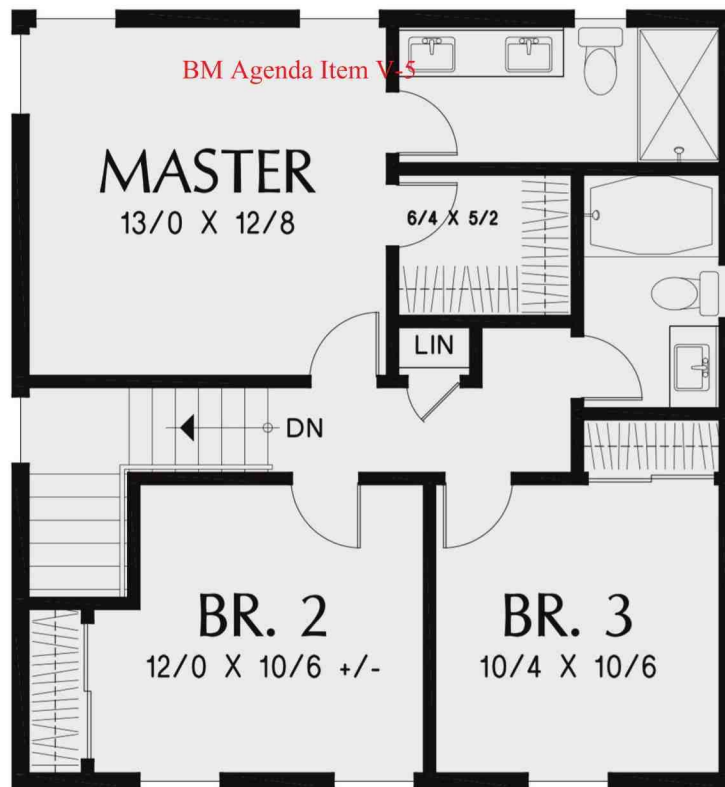


BM Agenda Item V-5



BM Agenda Item V-5





Mayor BM Agenda Item VI-2
Steven W. Miller

Council Members

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



City of Holly Springs

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

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

April 17, 2023

The City of Holly Springs, Georgia wishes to donate the following equipment from decommissioned vehicles number 316, 416, 516 and 217 to the City of Aragon Georgia Police Department:

Center Console and Mounts
Lightbar and other Miscellaneous Lights
Pushbar and Mounts
Center Partition (Cage)
Rear Plastic Seat
Rear Door Panels and Window Guards

The City of Holly Springs is making no representation as to the condition of said vehicle equipment and shall have no liability for the equipment's condition and no further liability for any maintenance of the equipment. The City of Aragon Georgia Police Department accepts the equipment "as is" and assumes all responsibility for the above listed equipment.

Accepted on this ____ day of _____ 20____.

Chief Julie Collins

Mayor BM Agenda Item VI-3
Steven W. Miller

Council Members

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



City of Holly Springs

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

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

April 17, 2023

The City of Holly Springs, Georgia wishes to donate the following equipment from vehicle number 115 to the City of Morrow Georgia Police Department:

K-9 Insert/Kennel for Vehicle
Heat-Pop System for Vehicle (This is an Alarm and Bailout System)

The City of Holly Springs is making no representation as to the condition of the said vehicle equipment and shall have no liability for the condition and no further liability for any maintenance of the equipment. The City of Morrow Georgia Police Department accepts the equipment “as is” and assumes all responsibility for the above listed equipment.

Accepted on this ____ day of _____ 20____.

Captain Jason Guest

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA TO
RENAME CERTAIN STREETS WITHIN THE TOWN CENTER ROAD NETWORK**

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance, abandonment, and naming of streets; and

WHEREAS, the Town Center Road Network is located within the corporate limits of the City of Holly Springs; and

WHEREAS, on November 16, 2020, a resolution was passed to name the streets within the Town Center Road Network in honor and/or memory of the former mayors of the City of Holly Springs; and

WHEREAS, it is the desire to rename certain streets as described below; and

Rename From	Rename To
Timothy B. Downing Drive	Timothy Downing Drive
E.M. Barrett Drive	Edward Barrett Drive
Henry L. Hall Drive	Henry Hall Drive
Robert E. Mullinax Drive	Robert Mullinax Drive
Grady L. Payne Drive	Grady Payne Drive
C.O. Chapman Drive	Charles Chapman Drive
W.G. Burrell Drive	Grady Burrell Drive
G.A. Kelley Drive	George Kelley Drive
G.C. Hosea Drive	Gilbert Hosea Drive
H.D. Delay Drive	Hardy DeLay Drive

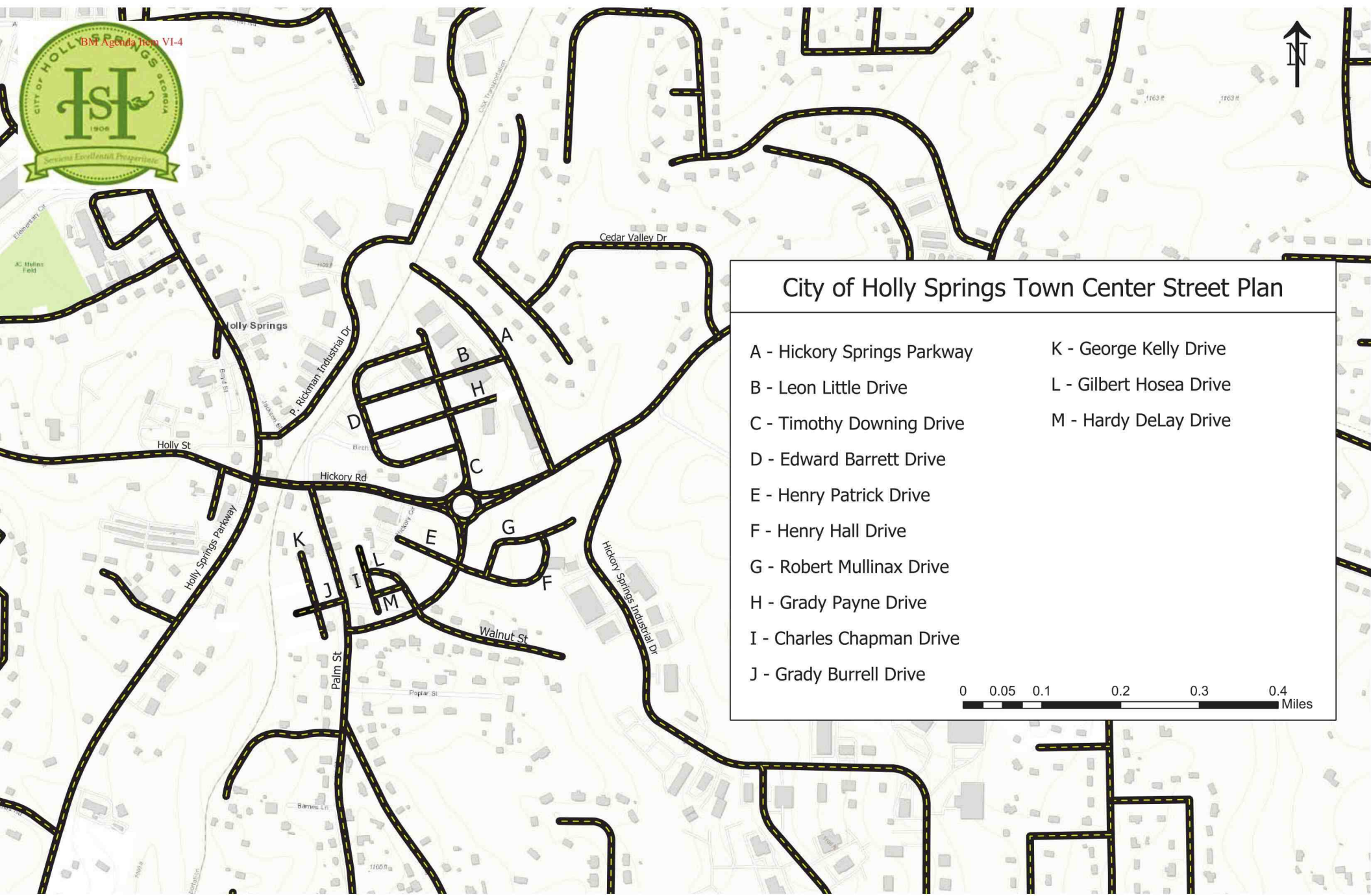
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Holly Springs, Georgia that the Town Center Road Network rename certain streets in the Town Center Road Network and to adhere to the street names as shown in "Exhibit A" attached hereto.

THIS RESOLUTION IS ADOPTED THIS 17th DAY OF APRIL 2023.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



City of Holly Springs Town Center Street Plan

- | | |
|-----------------------------|-------------------------|
| A - Hickory Springs Parkway | K - George Kelly Drive |
| B - Leon Little Drive | L - Gilbert Hosea Drive |
| C - Timothy Downing Drive | M - Hardy DeLay Drive |
| D - Edward Barrett Drive | |
| E - Henry Patrick Drive | |
| F - Henry Hall Drive | |
| G - Robert Mullinax Drive | |
| H - Grady Payne Drive | |
| I - Charles Chapman Drive | |
| J - Grady Burrell Drive | |





COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Performance Bonds—Magnolia Trace and The Retreat at Holly Springs

DATE: April 14, 2023

COUNCIL MEETING DATE: April 17, 2023

RECOMMENDATION

STAFF ANALYSIS

The following Bonds have been requested for release:

Subdivision	Bond Type	Number	Amount
Magnolia Trace-Phase 1	Performance	107167673	\$34,231.00
Magnolia Trace-Phase 2	Performance	107404374	\$23,666.00
Magnolia Trace-Phase 3	Performance	GM 216014	\$22,388.40
Magnolia Trace-Sidewalk/Entrance Streetlights	Performance	107114679	\$21,171.00
The Retreat at Holly Springs	Performance-Mail Kiosk	SU1178554	\$23,125.00
The Retreat at Holly Springs	Performance-Topping	US00112742SU21A	\$45,000.00
The Retreat at Holly Springs	Performance-Sidewalks	US00112743SU21A	\$10,000.00
The Retreat at Holly Springs	Performance-Landscaping	US00112744SU21A	\$60,000.00

The City Engineer has inspected these developments and approved the release of the bond.

CONCURRENCES

City Engineer/Building Official

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

N/A



FINANCIAL HIGHLIGHTS
March 31, 2023



Budget Summary
25% of year lapsed

	2022 Year End (unaudited)	2023 Budget	2023 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	11,098,761	12,050,000	1,502,095	12.47%
Operating Grant Fund	75,353	75,000	32,422	43.23%
American Rescue Plan (ARP) Act of 2021	2,003	5,769,200	2,039	0.04%
Parks & Recreation Fund	484,836	500,000	103,474	20.69%
Tax Allocation District	279,561	300,135	122,479	40.81%
Hotel/Motel Tax Fund	4,765	6,000	1,176	19.60%
Urban Redevelopment Agency	3,785,668	3,454,000	1,064,499	30.82%
SPLOST III Fund	2,982	290,000	22,150	7.64%
SPLOST V Fund	4,272,346	11,835,000	847,031	7.16%
Town Center Fund	4,185,668	3,754,000	1,389,499	37.01%
Debt Service Fund	649,368	2,300,135	2,558,430	111.23%
Stormwater Utility Fund	471,014	470,000	10,787	2.30%
TOTAL REVENUES - ALL FUNDS	\$ 25,312,324	\$ 40,803,470	\$ 7,656,080	18.76%

EXPENDITURES/EXPENSES BY FUND				
General Fund	12,019,301	12,050,000	2,757,201	22.88%
Operating Grant Fund	75,353	75,000	33,873	45.16%
American Rescue Plan (ARP) Act of 2021	-	5,769,200	-	0.00%
Parks & Recreation Fund	291,689	500,000	331,062	66.21%
Tax Allocation District	-	300,135	39,619	13.20%
Hotel/Motel Tax Fund	3,945	6,000	-	0.00%
Urban Redevelopment Agency	3,785,668	3,454,000	1,064,499	30.82%
SPLOST III Fund	47,014	290,000	41,530	14.32%
SPLOST V Fund	4,058,237	11,835,000	1,797,799	15.19%
Town Center Fund	4,374,655	3,754,000	822,975	21.92%
Debt Service Fund	1,081,371	2,300,135	558,430	24.28%
Stormwater Utility Fund	676,022	470,000	36,721	7.81%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 26,413,255	\$ 40,803,470	\$ 7,483,709	18.34%



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

	03/31/2022 Actual (audited)	2022 Annual Amended Budget	% of Annual Budget	3/31/2023 Actual	2023 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	1,668,689	12,450,000	13.40%	1,502,095	12,050,000	12.47%
Operating Grant Fund	18,147	90,000	20.16%	32,422	75,000	43.23%
American Rescue Plan (ARP) Act of 2021	355	5,767,700	0.01%	2,039	5,769,200	0.04%
Parks & Recreation Fund	110,660	407,150	27.18%	103,474	500,000	20.69%
Tax Allocation District	-	275,000	0.00%	122,479	300,135	40.81%
Hotel/Motel Tax Fund	997	6,000	16.61%	1,176	6,000	19.60%
Urban Redevelopment Agency	546,056	9,375,000	5.82%	1,064,499	3,454,000	30.82%
SPLOST III Fund	-	286,000	0.00%	22,150	290,000	7.64%
SPLOST V Fund	870,762	7,950,000	10.95%	847,031	11,835,000	7.16%
Town Center Fund	546,057	9,428,400	5.79%	1,389,499	3,754,000	37.01%
Debt Service Fund	-	1,084,000	0.00%	2,558,430	2,300,135	111.23%
Stormwater Utility Fund	16,029	460,000	3.48%	10,787	470,000	2.30%
TOTAL REVENUES - ALL FUNDS	\$ 3,777,753	\$ 47,579,250	7.94%	\$ 7,656,080	\$ 40,803,470	18.76%
EXPENDITURES/EXPENSES BY FUND						
General Fund	1,611,328	10,375,000	15.53%	2,757,201	12,050,000	22.88%
Operating Grant Fund	18,728	90,000	20.81%	33,873	75,000	45.16%
American Rescue Plan (ARP) Act of 2021	-	5,767,700	0.00%	-	5,769,200	0.00%
Parks & Recreation Fund	26,507	407,150	6.51%	331,062	500,000	66.21%
Tax Allocation District	-	-	-	39,619	300,135	13.20%
Hotel/Motel Tax Fund	3,395	6,000	56.58%	-	6,000	0.00%
Urban Redevelopment Agency	546,057	9,375,000	5.82%	780,632	3,454,000	22.60%
SPLOST III Fund	-	286,000	0.00%	41,530	290,000	14.32%
SPLOST V Fund	227,141	7,950,000	2.86%	1,600,160	11,835,000	13.52%
Town Center Fund	325,404	9,428,400	3.45%	503,818	3,754,000	13.42%
Debt Service Fund	351,532	2,000,000	17.58%	558,430	2,300,135	24.28%
Stormwater Utility Fund	80,239	460,000	17.44%	30,132	470,000	6.41%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 3,190,332	\$ 46,145,250	6.91%	\$ 6,676,457	\$ 40,803,470	16.36%



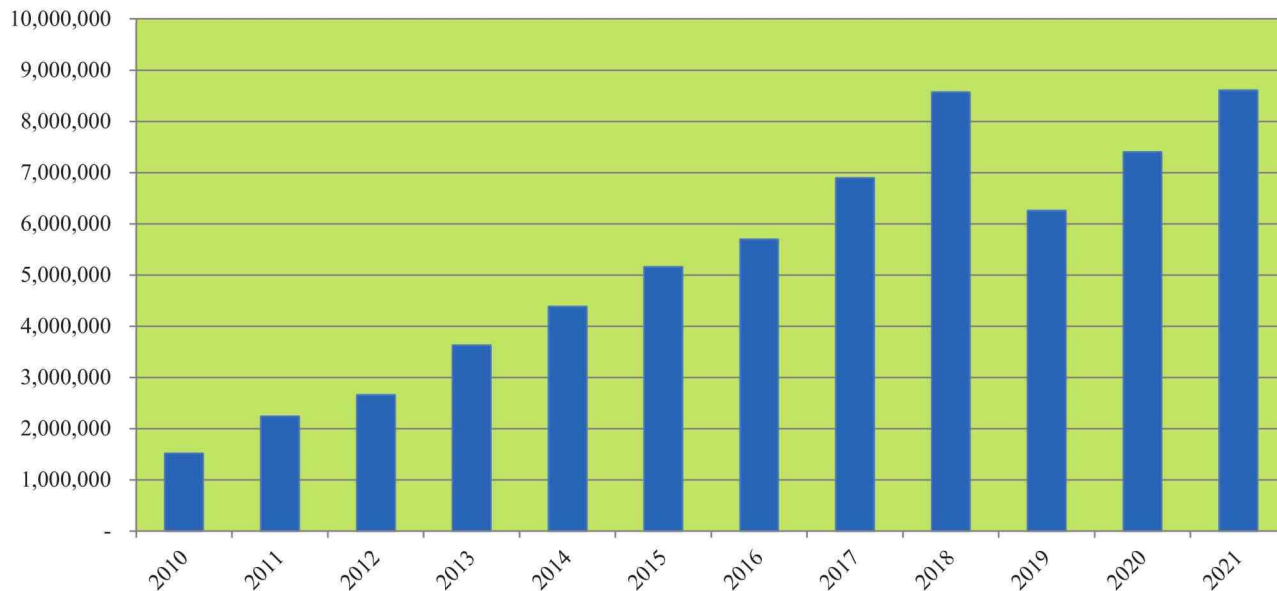
**Changes in Fund Balance/Net Position
As of March 31, 2023**

Unaudited

Fund	Balance as of 1/1/2023 (unaudited)	Revenues	Expenditures/ Expenses	Balance as of 3/31/2023	Net Increase/ (Decrease)
General Fund	8,612,704	1,502,095	2,757,201	7,357,598	(1,255,106)
Operating Grant Fund	40,042	32,422	33,873	38,591	(1,451)
American Rescue Plan (ARP) Act of 2021	2,883,771	2,039	-	2,885,810	2,039
Parks & Recreation Fund	978,029	103,474	331,062	750,441	(227,588)
Tax Allocation District	279,561	122,479	39,619	362,421	82,860
Hotel/ Motel Tax Fund	9,055	1,176	-	10,231	1,176
Urban Redevelopment Agency	-	1,064,499	1,064,499	-	-
SPLOST III Fund	242,113	22,150	41,530	222,733	(19,380)
SPLOST V Fund	(357,364)	847,031	1,797,799	(1,308,133)	(950,769)
Town Center Fund	(385,862)	1,389,499	822,975	180,661	566,524
Debt Service Fund	3,314	2,558,430	558,430	2,003,314	2,000,000
Stormwater Utility Fund	5,448,558	10,787	36,721	5,422,624	(25,934)
	\$ 17,753,921	\$ 7,656,080	\$ 7,483,709	\$ 17,926,291	\$ 172,371

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

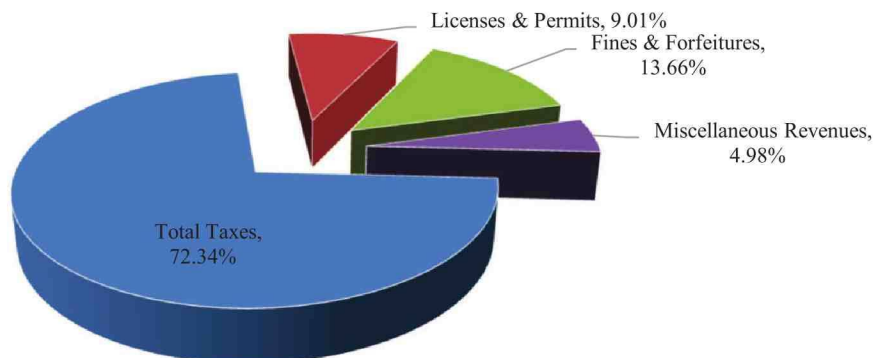




Budget Comparison Report - General Fund
25% of year lapsed

REVENUES	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Property Taxes	12,989	6,105,000	-	0.00%
Motor Vehicle Taxes	2,200	40,000	128,296	320.74%
Motor Vehicle Title Ad Valorem Tax	60,241	700,000	183,207	26.17%
Mobile Home Tax	29	150	29	19.41%
Recording Intangible Taxes	4,578	100,000	11,494	11.49%
Penalties & Interest	1,551	10,000	3,697	36.97%
Fifa Fees	750	2,000	870	43.50%
Franchise Tax	(0)	525,000	568,449	108.28%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	113	20,000	767	3.84%
Business & Occupation Tax	8,710	80,000	56,723	70.90%
Financial Institutions Tax	2,449	2,500	2,449	97.96%
Insurance Premium Tax	-	1,500,000	-	0.00%
Total Taxes	130,834	9,658,150	1,086,690	11.25%
Licenses & Permits	39,383	1,501,310	135,407	9.02%
Fines & Forfeitures	90,528	548,450	205,167	37.41%
Miscellaneous Revenues	15,321	64,978	41,875	64.44%
Interest Income	10,065	15,000	32,956	219.71%
Proceeds from the Sale of Conf Assets	-	-	-	0.00%
Proceeds from the Sale of Assets	-	25,000	-	0.00%
Donation from Private Sources	-	5,000	-	100.00%
TOTAL GENERAL FUND REVENUES	\$ 286,132	\$ 11,817,888	\$ 1,502,095	12.71%

Revenues by Source

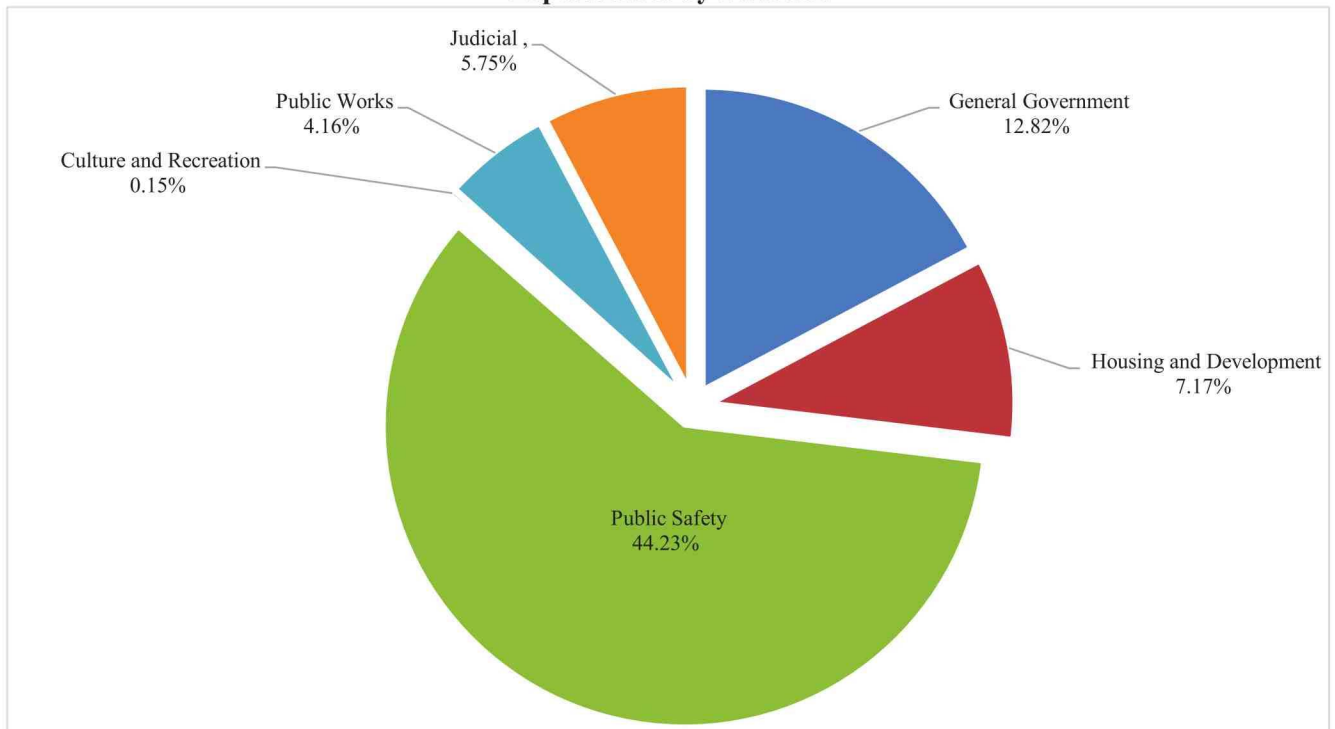




Budget Comparison Report - General Fund
25% of year lapsed

EXPENDITURES	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
General Government	109,724	2,062,948	342,351	16.60%
Housing and Development	66,771	793,905	191,589	24.13%
Public Safety	351,560	4,799,724	1,181,428	24.61%
Culture and Recreation	-	39,000	4,029	10.33%
Public Works	15,132	3,760,280	111,161	2.96%
Judicial	63,009	434,771	153,678	35.35%
TOTAL GENERAL FUND EXPENDITURES	\$ 606,196	\$ 11,890,628	\$ 2,670,828	22.46%

Expenditures by Function





Budget Comparison Report - All Funds
25% of year lapsed

	Unaudited		Unaudited	
	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	11,098,761	12,050,000	1,502,095	12.47%
Expenditures:	12,019,301	12,050,000	2,757,201	22.88%
Excess Revenues over (under) Expenditures	(920,540)	-	(1,255,106)	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	2,003	5,769,200	2,039	0.04%
Expenditures:	-	5,769,200	-	0.00%
Excess Revenues over (under) Expenditures	2,003	-	2,039	
<u>OPERATING GRANT FUND</u>				
Revenues:	75,353	75,000	32,422	43.23%
Expenditures:	75,353	75,000	33,873	45.16%
Excess Revenues over (under) Expenditures	-	-	(1,451)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	484,836	500,000	103,474	20.69%
Expenditures:	291,689	500,000	331,062	66.21%
Excess Revenues over (under) Expenditures	193,147	-	(227,588)	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	279,561	300,135	122,479	
Expenditures:	-	300,135	39,619	
Excess Revenues over (under) Expenditures	279,561	-	82,860	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	4,765	6,000	1,176	19.60%
Expenditures:	3,945	6,000	-	0.00%
Excess Revenues over (under) Expenditures	820	-	1,176	



Budget Comparison Report - All Funds
25% of year lapsed

	Unaudited		Unaudited	
	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	3,785,668	3,454,000	1,064,499	30.82%
Expenditures:	3,785,668	3,454,000	1,064,499	30.82%
Excess Revenues over (under) Expenditures	-	-	-	
<u>SPLOST III FUND</u>				
Revenues:	2,982	290,000	22,150	7.64%
Expenditures:	47,014	290,000	41,530	14.32%
Excess Revenues over (under) Expenditures	(44,032)	-	(19,380)	
<u>SPLOST V FUND</u>				
Revenues:	4,272,346	11,835,000	847,031	7.16%
Expenditures:	4,058,237	11,835,000	1,797,799	15.19%
Excess Revenues over (under) Expenditures	214,109	-	(950,769)	
<u>TOWN CENTER FUND</u>				
Revenues:	4,185,668	3,754,000	1,389,499	37.01%
Expenditures:	4,374,655	3,754,000	822,975	21.92%
Excess Revenues over (under) Expenditures	(188,987)	-	566,524	
<u>DEBT SERVICE FUND</u>				
Revenues:	649,368	2,300,135	2,558,430	111.23%
Expenditures:	1,081,371	2,300,135	558,430	24.28%
Excess Revenues over (under) Expenditures	(432,003)	-	2,000,000	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	471,014	470,000	10,787	2.30%
Expenses:	676,022	470,000	36,721	7.81%
Excess Revenues over (under) Expenses	(205,008)	-	(25,934)	



Investments
As of March 31, 2023

Ameris Bank

Downtown Development Authority - CD .75% 36,476

Subtotal Ameris Bank	\$	36,476
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Goldman Sachs Autocallable GS Momentum Builder		211,804
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		303,596
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		252,135
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		506,545
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		509,399
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		249,037
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		251,055
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		75,434

Subtotal South State Investment Services	\$	2,359,004
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Total Investments	\$	2,395,481
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Cash
As of March 31, 2023

Ameris Bank

Downtown Development Authority - Checking	70,390
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Subtotal Ameris Bank	\$ 70,390
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South State Bank

General Fund	3,403,166
Main Street Board	107,960
American Rescue Plan (ARP) Act of 2021	5,771,114
Parks & Recreation Fund	716,796
Tax Allocation District (TAD)	244,945
Hotel Motel Tax Fund	9,989
Money Market Account	4,199,567
Municipal Court Fund	30,261
Operating Grant Fund	26,564
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST V	161,650
Town Center Fund	499,734
Debt Service Fund	2,003,314
Stormwater Utility Fund	93,002
Tree Replacement Fund	4,421

Subtotal South State Bank	\$ 17,279,974
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South State Investment Services

Budget Stabilization Cash Account	90
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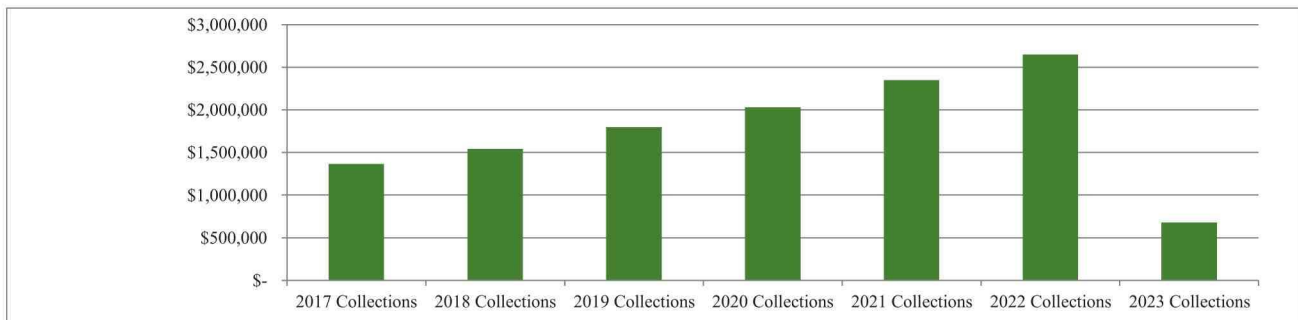
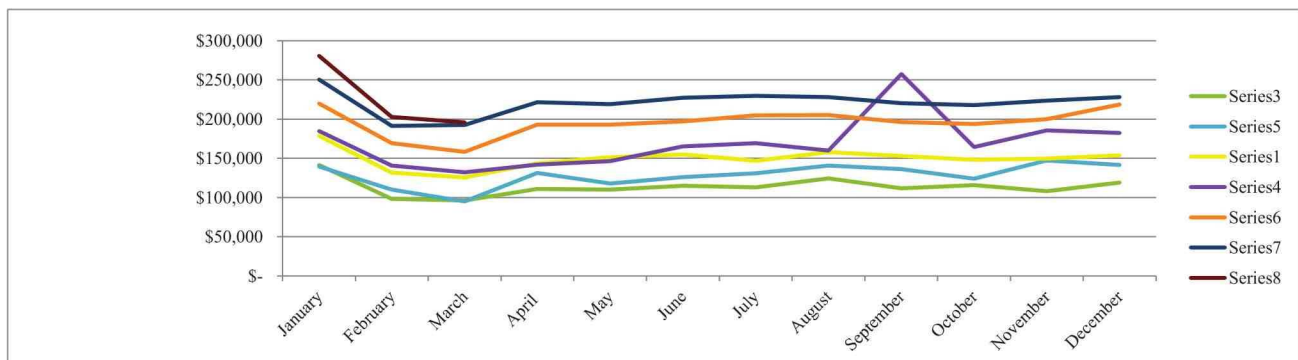
Subtotal South State Investment Services	\$ 90
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Total Cash	\$ 17,350,455
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Special Purpose Local Option Sales Tax Collections
As of March 31, 2023

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	2022 Collections	2023 Collections	% Change from Prior Year
January	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	\$ 250,695	\$ 280,583	11.92%
February	98,189	109,987	131,700	140,587	169,237	191,168	202,766	6.07%
March	96,130	94,765	125,375	131,947	158,258	192,686	195,742	1.59%
April	111,048	131,392	143,535	141,914	193,138	221,796		
May	110,063	117,981	151,269	146,483	193,137	219,102		
June	114,965	126,193	154,922	165,255	197,249	227,296		
July	113,172	131,005	146,946	169,488	204,832	229,938		
August	124,429	140,651	158,066	160,110	205,351	228,172		
September	111,901	136,184	153,139	257,264	196,323	220,495		
October	115,857	124,067	148,285	164,463	193,776	217,820		
November	108,048	147,256	149,921	185,812	199,817	223,696		
December	119,270	141,583	153,903	182,579	218,887	228,006		
	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 2,349,931	\$ 2,650,872	\$ 679,092	





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

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

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



GENERAL FUND REVENUE DETAIL
As of March 31, 2023

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	12,989	6,105,000	128,296	2.10%
Real Property Tax - Public Utility	-	58,000	-	0.00%
Personal Property Tax	9,704	180,000	16,689	9.27%
Motor Vehicle Tax	2,200	40,000	5,513	13.78%
Motor Vehicle Title Ad Valorem Tax	60,241	700,000	183,207	26.17%
Apportioned Vehicles (AAVT)	-	4,000	-	0.00%
Mobile Home Tax	29	150	29	19.41%
Intangible Tax	4,578	100,000	11,494	11.49%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	113	20,000	767	3.84%
Franchise Tax - Electric	(0)	525,000	568,449	108.28%
Franchise Tax - Gas	27,519	100,000	55,038	55.04%
Franchise Tax - Cable	0	225,000	52,106	23.16%
Franchise Tax - Telephone	(0)	5,500	1,363	24.78%
Business & Occupational Tax	8,710	80,000	56,723	70.90%
Insurance Premium Tax	-	1,500,000	-	0.00%
Financial Institutions Tax	2,449	2,500	2,449	97.96%
Penalties & Interest	1,551	10,000	3,697	36.97%
FiFa Fees	750	2,000	870	43.50%
Total Taxes	130,834	9,658,150	1,086,690	11.25%
Alcoholic Beverage Licenses	-	75,000	-	0.00%
Alcohol Pouring Permit	465	5,000	1,650	33.00%
Zoning and Land Use Permits	30	12,500	5,980	47.84%
Planning and Development Fees	-	25,000	-	0.00%
Sign Permit Fees	100	2,500	250	10.00%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	30	-	0.00%
Personal Transportation Veh Permit	-	30	-	0.00%
Other Licenses and Permits	150	5,000	300	6.00%
Building Permit Revenue	29,898	1,000,000	89,903	8.99%
Certificate of Occupancy Fees	5,500	150,000	10,000	6.67%
Building Permit - Reinspection Fees	300	25,000	300	1.20%
Building Permit-Sub Fee	2,940	75,000	8,756	11.67%
Occupational Tax Late Fees	-	1,000	43	4.26%
Plan Review Fees	-	125,000	18,225	14.58%
Total Licenses and Permits	39,383	1,501,310	135,407	9.02%
Municipal Court Fines	82,528	500,000	188,502	37.70%
Cash confiscations-Forfeitures	-	250	-	0.00%
Proceeds From Sale of Confiscations	-	750	665	88.67%
Court Costs	-	12,000	-	0.00%
Drug Testing Fees	-	150	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	8,000	30,000	16,000	53.33%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	90,528	548,450	205,167	37.41%



GENERAL FUND REVENUE DETAIL
As of March 31, 2023

	March 2023		YTD	% of Annual
	Transactions	2023 Budget	Transactions	Budget
Grant Revenue	4,773	5,000	5,721	114.42%
Probation Fees	1,787	20,000	5,146	25.73%
Printing and Duplicating Service Fees	-	200	70	34.87%
Election and Qualifying Fees	-	-	-	100%
Advertising Fees	-	500	-	0.00%
Accident/Incident Reports	175	2,000	695	34.75%
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	80	750	220	29.33%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	6	10,428	3,023	28.99%
Rents and Royalties	-	5,000	-	0.00%
Reimbursement for Damaged Property	8,500	2,500	8,500	340.01%
Total Miscellaneous Income	15,321	64,978	41,875	64.44%
Interest Revenue	10,065	10,000	32,956	329.56%
Unrealized Gain or Loss on Investments	-	5,000	-	0.00%
Total Investment Income	10,065	15,000	32,956	219.71%
Inception of Capitla Leases	-	232,112	-	0.00%
Proceeds from Sale of Assets	-	25,000	-	0.00%
Donations from Private Sources	-	5,000	-	0.00%
Total Other Financing Sources	-	262,112	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 286,132	\$ 12,050,000	\$ 1,502,095	12.47%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	10,500	25.00%
Employee Benefits-Medical	7,590	90,863	22,748	25.04%
Employee Benefits-Dental	325	3,854	975	25.29%
Employee Benefits-ADD Life	69	882	277	31.39%
FICA	131	2,604	394	15.13%
Medicare	31	609	92	15.13%
Employee Benefits-Retirement	291	3,488	872	25.00%
Unemployment	16	144	50	35.00%
Workers Comp Insurance	0	107	113	105.91%
Total Salaries and Benefits	11,953	144,551	36,021	24.92%
Communications	45	600	136	22.65%
Travel	-	2,000	-	0.00%
Dues and Fees	65	750	560	74.70%
Education and Training	-	3,500	-	0.00%
Other Expenditures	-	500	164	32.85%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	-	0.00%
Other Supplies - Uniforms	-	350	-	0.00%
Total Operations	110	8,200	860	10.49%
City Manager				
Salaries & Wages	13,073	169,950	39,219	23.08%
Employee Benefits-Medical	842	10,162	2,521	24.81%
Employee Benefits-Dental	92	1,086	275	25.32%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	84	1,008	336	33.33%
FICA	808	9,114	2,425	26.61%
Medicare	189	2,464	567	23.02%
Employee Benefits-Retirement	1,176	14,115	3,529	25.00%
Unemployment	(0)	38	46	120.00%
Workers' Comp. Insurance	(0)	727	770	105.90%
Total Salaries and Benefits	16,275	208,811	49,737	23.82%
Communications	40	600	271	
Travel	-	50	-	45.15%
Dues and Fees	0	2,000	707	0.00%
Education and Training	-	1,500	-	0.00%
Other Expenditures	0	1,000	787	78.71%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	440	-	440	100%
Total Operations	480	5,400	2,205	40.84%
City Clerk				
Salaries & Wages	9,100	165,576	28,895	17.45%
Employee Benefits-Medical	1,994	51,786	6,071	11.72%
Employee Benefits-Dental	49	1,658	146	8.83%
Employee Benefits-ADD Life	19	368	74	19.98%
Employee Benefits-Disability	74	1,078	290	26.90%
FICA	529	10,266	1,685	16.41%
Medicare	124	2,401	394	16.41%
Employee Benefits-Retirement	1,146	13,752	3,438	25.00%
Unemployment	13	95	86	90.06%
Workers' Comp. Insurance	-	422	447	105.90%
Total Salaries and Benefits	13,046	247,402	41,525	16.78%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	5,000	-	0.00%
Communications	23	300	68	22.65%
Advertising	-	250	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	0	6,500	1,370	21.08%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	7	200	27	13.32%
Small Equipment	220	3,500	220	6.28%
Software	-	21,000	3,432	16.34%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	250	41,650	5,117	12.28%
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	100%
Total Operations	-	1,500	-	100.00%
Contingency				
Contingency	-	120,500	-	0.00%
Total Operations	-	120,500	-	0.00%
Financial Administration				
Salaries & Wages	17,855	220,027	48,329	21.97%
Employee Benefits-Medical	3,847	81,993	11,529	14.06%
Employee Benefits-Dental	35	2,173	105	4.85%
Employee Benefits-ADD Life	24	441	98	22.22%
Employee Benefits-Disability	117	1,417	451	31.79%
FICA	1,039	13,642	2,821	20.68%
Medicare	243	3,190	660	20.68%
Employee Benefits-Retirement	1,523	18,275	4,569	25.00%
Unemployment	23	114	137	120.00%
Workers' Comp. Insurance	-	561	594	105.88%
Total Salaries and Benefits	24,705	341,833	69,292	20.27%
Professional Services - Audit	-	27,750	-	0.00%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	-	2,000	-	0.00%
Travel	-	150	-	0.00%
Dues and Fees	300	12,500	3,319	26.55%
Dues and Fees-Bank Service Fees	-	-	-	100%
Education and Training	150	1,500	150	10.00%
Other Expenditures	-	150	45	30.00%
General Supplies and Materials	345	1,000	1,034	103.39%
General Supplies-Postage	123	6,000	625	10.42%
Gasoline/Diesel	-	-	-	100%
Small Equipment	110	250	212	84.72%
Software	-	5,200	-	0.00%
Total Operations	1,028	58,000	5,385	9.28%
Licensing				
Salaries & Wages	1,870	24,307	5,573	22.93%
Employee Benefits-Medical	751	4,674	2,291	49.01%
Employee Benefits-Dental	27	204	62	30.51%
Employee Benefits-ADD Life	6	74	25	33.11%
Employee Benefits-Disability	16	171	64	37.15%
FICA	103	1,507	306	20.32%
Medicare	24	352	72	20.34%
Employee Benefits-Retirement	168	2,019	505	25.00%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Unemployment	5	19	23	120.00%
Workers' Comp. Insurance	-	31	33	105.90%
Total Salaries and Benefits	2,969	33,358	8,952	26.84%
Contract Labor	-		-	100%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	9	1,500	129	8.59%
Other Supplies-Uniforms	-	75	-	0.00%
Total Operations	9	1,675	129	7.69%
Legal				
Professional Services - Legal	805	15,000	2,524	16.83%
Total Operations	805	15,000	2,524	16.83%
Information Technology				
Salaries & Wages	6,127	79,660	18,098	22.72%
Employee Benefits-Medical	799	18,119	2,390	13.19%
Employee Benefits-Dental	92	1,086	275	25.32%
Employee Benefits-ADD Life	8	147	32	21.66%
Employee Benefits-Disability	56	480	211	44.02%
FICA	357	4,939	1,051	21.28%
Medicare	84	1,155	246	21.28%
Employee Benefits-Retirement	551	6,616	1,654	25.00%
Unemployment	(0)	38	46	120.00%
Workers' Comp. Insurance	(0)	203	215	105.90%
Total Salaries and Benefits	8,073	112,443	24,218	21.54%
Professional Services		25,000	-	0.00%
Communications	45	600	136	22.65%
Dues and Fees	(0)	500	77	15.37%
Other Expenditures	15	250	15	6.07%
General Supplies and Materials	-	500	-	0.00%
Small Equipment	3,420	3,500	6,534	186.68%
Software	6,821	135,000	23,349	17.30%
Total Operations	10,301	165,350	30,111	18.21%
Human Resources				
Salaries & Wages	4,437	57,686	11,093	19.23%
Employee Benefits-Medical	424	5,081	1,267	24.94%
Employee Benefits-Dental	14	164	41	24.99%
Employee Benefits-ADD Life	6	74	24	33.09%
Employee Benefits-Disability	40	389	159	40.87%
FICA	269	3,577	673	18.82%
Medicare	63	836	157	18.83%
Employee Benefits-Retirement	399	4,791	1,198	25.00%
Unemployment	0	19	12	65.68%
Workers' Comp. Insurance	-	147	156	105.90%
Total Salaries and Benefits	5,654	72,764	14,782	20.31%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services - Audit	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	23	300	68	22.65%
Travel	-	1,000	-	0.00%
Dues and Fees	(0)	1,500	321	21.37%
Education and Training	-	1,000	-	0.00%
Other Expenditures	(0)	500	27	5.39%
General Supplies and Materials	-	250	83	33.05%
General Supplies-Postage	-	200	-	0.00%
Gasoline/Diesel	-	-	-	100%
Small Equipment	220	3,500	220	6.28%
Software	-	6,000	-	0.00%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	242	44,500	718	1.61%
Risk Management				
Professional Services	-	15,000	-	0.00%
Liability Insurance	-	256,800	-	0.00%
Total Operations	-	271,800	-	0.00%
General Government Building				
Salaries & Wages	4,720	67,365	14,053	20.86%
Employee Benefits-Medical	790	10,162	2,372	23.34%
Employee Benefits-Dental	27	326	82	25.13%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	33	334	128	38.25%
FICA	284	4,177	848	20.30%
Medicare	66	977	198	20.30%
Employee Benefits-Retirement	328	3,926	982	25.00%
Unemployment	17	76	62	81.62%
Workers' Comp. Insurance	(0)	4,921	5,211	105.90%
Total Salaries and Benefits	6,276	92,411	23,984	25.95%
Professional Services	-	250	-	0.00%
Disposal - Garbage	30	500	61	12.29%
Lawn Care	48	350	96	27.50%
Pest Control	46	1,600	236	14.74%
Repairs and Maintenance	72	16,000	698	4.36%
Repairs and Maintenance - Vehicles	43	2,500	8,720	348.80%
Rental of Equipment	540	6,500	1,320	20.31%
Communications	603	12,000	5,884	49.04%
Dues and Fees	56	750	171	22.80%
Other Expenditures	-	2,000	-	0.00%
General Supplies and Materials	164	8,000	1,323	16.54%
Water and Sewer	4,587	2,000	4,723	236.15%
Natural Gas	235	2,000	634	31.70%
Electricity	776	15,000	2,278	15.19%
Gasoline and Diesel	347	3,500	604	17.27%
Small Equipment	(0)	2,000	40	2.00%
Software	-	750	-	0.00%
Other Supplies-Uniforms	-	100	-	0.00%
Capital Outlay - Sites	-	-	-	100%
Capital Outlay - Buildings	-	-	-	100%
Total Operations & Capital	7,548	75,800	26,790	35.34%
TOTAL GENERAL GOVERNMENT	\$ 109,724	\$ 2,062,948	\$ 342,351	16.60%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Municipal Court</i>				
Salaries & Wages	12,722	177,070	37,913	21.41%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	4,627	55,613	13,872	24.94%
Employee Benefits-Dental	181	2,131	543	25.48%
Employee Benefits-ADD Life	37	441	147	33.33%
Employee Benefits-Disability	116	1,170	454	38.79%
FICA	738	11,040	2,201	19.94%
Medicare	173	2,582	515	19.94%
Employee Benefits-Retirement	1,149	13,793	3,448	25.00%
Unemployment	18	152	137	90.00%
Workers' Compensation	(0)	454	481	105.90%
<i>Total Salaries and Benefits</i>	19,761	265,446	59,711	22.49%
Professional Services - Public Defender	860	10,000	1,890	18.90%
Professional Services - Solicitor/Judge	12,000	120,000	28,000	23.33%
Rental of Equipment	109	1,750	365	20.85%
Communications	38	500	114	22.81%
Advertising	-	50	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	(0)	1,000	222	22.18%
Dues and Fees	0	750	485	64.71%
Education and Training	400	675	975	144.44%
Other Expenditures	-	150	-	0.00%
General Supplies and Materials	-	1,500	465	31.00%
General Supplies and Materials Postage	45	750	82	10.93%
Gasoline/Diesel	-	-	-	100%
Food Supplies	-	4,100	429	10.46%
Small Equipment	(0)	500	110	22.00%
Software	1,114	20,000	2,605	13.03%
Other Supplies - Uniforms	-	-	-	100%
Intergovernmental - Inmate Housing	9,515	7,500	17,545	233.93%
Payment to Other Agencies	19,167	-	40,680	100%
<i>Total Operations</i>	43,248	169,325	93,967	55.50%
TOTAL JUDICIAL	\$ 63,009	\$ 434,771	\$ 153,678	35.35%
<i>Police Administration</i>				
Salaries & Wages	40,052	566,854	125,957	22.22%
Salaries & Wages-Overtime	-	4,000	-	0.00%
Employee Benefits-Medical	6,218	95,310	22,046	23.13%
Employee Benefits-Dental	300	3,892	1,009	25.93%
Employee Benefits-ADD Life	65	956	274	28.70%
Employee Benefits-Disability	331	3,478	1,347	38.73%
FICA	2,423	35,641	7,622	21.39%
Medicare	567	8,335	1,783	21.39%
Employee Benefits-Retirement	3,769	45,231	11,308	25.00%
Unemployment	28	304	326	107.19%
Workers' Compensation	(0)	17,862	18,916	105.90%
<i>Total Salaries and Benefits</i>	53,753	781,863	190,588	24.38%
Professional Services	-	1,000	-	0.00%
Repair & Maintenance-Vehicle	1,164	5,500	2,197	39.94%
Rental of Equipment	466	5,000	1,293	25.87%
Communications	216	2,500	691	27.64%
Advertising	866	5,000	926	18.52%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	1,041	17.35%
Dues and Fees	25	5,000	1,669	33.37%
Education and Training	1,020	6,000	2,769	46.15%
Other Expenditures	-	2,000	-	0.00%
General Supplies and Materials	0	2,000	680	34.02%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
General Supplies - Postage	41	1,000	115	11.53%
Gasoline/Diesel	964	18,000	2,030	11.28%
Small Equipment	849	4,000	1,717	42.92%
Software	13	1,000	40	4.01%
Other Supplies - Uniforms	131	4,500	691	15.36%
Capital Lease - Principal	(1,517)	-	-	100%
Capital Lease - Interest	(475)	-	-	100%
Total Operations and Capital	<u>3,763</u>	<u>69,100</u>	<u>15,859</u>	<u>22.95%</u>
Criminal Investigation Division				
Salaries & Wages	28,727	290,027	79,223	27.32%
Salaries & Wages-Overtime	532	6,000	1,003	16.72%
Employee Benefits-Medical	7,669	82,116	21,311	25.95%
Employee Benefits-Dental	367	4,345	1,100	25.32%
Employee Benefits-ADD Life	62	588	221	37.50%
Employee Benefits-Disability	235	1,823	846	46.42%
FICA	1,731	18,354	4,728	25.76%
Medicare	405	4,292	1,106	25.76%
Employee Benefits-Retirement	2,049	24,587	6,147	25.00%
Unemployment	0	152	182	120.00%
Workers' Compensation	-	11,057	11,709	105.90%
Total Salaries and Benefits	<u>41,775</u>	<u>443,341</u>	<u>127,576</u>	<u>28.78%</u>
Professional Services	-	750	-	0.00%
Repair & Maintenance-Vehicle	1,704	3,000	1,931	64.37%
Communications	387	1,500	739	49.27%
Printing and Binding	-	250	-	0.00%
Travel	-	2,000	-	0.00%
Dues and Fees	-	750	115	15.37%
Education and Training	-	2,500	-	0.00%
Other Expenditures	(0)	500	505	100.99%
General Supplies and Materials	5	1,000	5	0.52%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	1,431	10,000	1,833	18.33%
Small Equipment	2,767	3,000	2,918	97.27%
Software	-	5,500	400	7.27%
Other Supplies - Uniforms	-	1,000	926	92.60%
Total Operations and Capital	<u>6,294</u>	<u>31,800</u>	<u>9,373</u>	<u>29.47%</u>
Vice				
Salaries & Wages	5,647	64,598	16,650	25.77%
Salaries & Wages-Overtime	426	2,000	2,083	104.16%
Employee Benefits-Medical	798	10,162	2,389	23.51%
Employee Benefits-Dental	27	328	82	24.98%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	44	397	170	42.83%
FICA	361	4,129	1,120	27.12%
Medicare	85	966	262	27.11%
Employee Benefits-Retirement	461	5,531	1,383	25.00%
Unemployment	(0)	38	46	120.00%
Workers' Compensation	-	2,487	2,634	105.90%
Total Salaries and Benefits	<u>7,861</u>	<u>90,783</u>	<u>26,867</u>	<u>29.59%</u>



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Repairs & Maintenance Vehicles	6	2,500	152	6.10%
Communications	-		-	100%
Dues and Fees	0	100	15	15.37%
Gasoline	162	5,000	375	7.50%
Small Equipment	-	-	-	100%
Total Operations and Capital	169	7,600	543	7.14%
Patrol				
Salaries & Wages	122,475	1,767,665	388,876	22.00%
Salaries & Wages-Overtime	2,013	52,000	6,101	11.73%
Employee Benefits-Medical	33,577	440,306	104,413	23.71%
Employee Benefits-Dental	1,312	19,737	3,969	20.11%
Employee Benefits-ADD Life	294	4,116	1,225	29.76%
Employee Benefits-Disability	1,069	11,314	4,358	38.51%
FICA	7,367	113,191	23,457	20.72%
Medicare	1,723	26,472	5,486	20.72%
Employee Benefits-Retirement	12,636	151,632	37,908	25.00%
Unemployment	1	1,064	1,100	103.43%
Workers' Compensation	0	68,189	72,212	105.90%
Total Salaries and Benefits	182,468	2,655,686	649,105	24.44%
Professional Services	-	5,000	-	0.00%
Repair & Maintenance	-	5,000	810	16.20%
Repair & Maintenance-Vehicle	5,648	70,000	26,258	37.51%
Communications	1,785	15,000	5,508	36.72%
Printing and Binding	-	500	54	10.80%
Travel	370	7,000	899	12.84%
Dues and Fees	2,495	4,000	3,595	89.87%
Education & Training	289	12,000	3,148	26.23%
Other Expenditures	0	2,000	259	12.97%
General Supplies and Materials	57	4,000	1,520	38.00%
Gasoline and Diesel	9,251	130,000	17,872	13.75%
Small Equipment	8,669	20,000	10,679	53.39%
Software	100	20,000	3,220	16.10%
Other Supplies - Uniforms	1,038	51,000	3,695	7.24%
Payment to Other Agencies	0	7,500	511	6.82%
Total Operations and Capital	29,703	353,000	78,028	22.10%
Police Training				
Salaries & Wages	5,485	68,488	16,341	23.86%
Salaries & Wages-Overtime	350	2,000	350	17.52%
Employee Benefits-Medical	842	10,163	2,521	24.80%
Employee Benefits-Dental	27	328	82	24.98%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	47	441	186	42.13%
FICA	360	4,370	1,029	23.54%
Medicare	85	1,022	241	23.54%
Employee Benefits-Retirement	487	5,854	1,463	25.00%
Unemployment	(0)	38	46	120.00%
Workers' Compensation	-	2,633	2,788	105.90%
Total Salaries and Benefits	7,695	95,484	25,096	26.28%
Repair & Maintenance-Vehicle	6	2,000	18	0.90%
Communications	-		-	100%
Travel	-	4,000	-	0.00%
Dues and Fees	0	750	115	15.37%
Education and Training	-	6,000	-	0.00%
General Supplies and Materials	(0)	2,000	72	3.60%
Weapons Supplies & Ammunition	-	40,000	-	0.00%
Gasoline and Diesel	119	2,000	236	11.80%
Small Equipment	1,200	10,000	1,200	12.00%
Other Supplies - Uniforms	-	500	478	95.50%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental	-	2,500	2,500	100.00%
Total Operations and Capital	1,325	69,750	4,619	6.62%
Police Stations and Buildings				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	92	1,500	184	12.29%
Pest Control	-	1,000	90	9.00%
Repairs and Maintenance	(0)	12,000	3,366	28.05%
Rental of Land & Building	7,042	45,000	14,085	31.30%
Communications	563	12,000	5,763	48.03%
General Supplies and Materials	0	3,000	546	18.21%
Water/Sewer	427	5,000	1,093	21.86%
Electricity	756	12,000	2,184	18.20%
Small Equipment	-	9,200	-	0.00%
Software	-	1,300	-	0.00%
Capital Outlay - Buildings	-	-	-	100%
Total Operations	8,881	102,250	27,312	26.71%
Probation				
Salaries & Wages	5,786	68,691	17,204	25.05%
Employee Benefits-Medical	792	10,161	2,471	24.32%
Employee Benefits-Dental	27	328	82	24.98%
Employee Benefits-ADD Life	12	147	49	33.33%
Employee Benefits-Disability	51	426	196	45.99%
FICA	356	4,259	1,060	24.90%
Medicare	83	996	248	24.90%
Employee Benefits-Retirement	475	5,705	1,426	25.00%
Unemployment	(0)	38	46	120.00%
Workers' Compensation	0	2,566	2,717	105.90%
Total Salaries and Benefits	7,583	93,317	25,499	27.33%
Communications	40	500	121	24.18%
Travel	-	500	-	0.00%
Dues and Fees	0	250	38	15.37%
Education and Training	-	250	-	0.00%
General Supplies and Materials	-	250	54	21.60%
Gasoline & Diesel	-	-	-	100%
Small Equipment	-	-	-	100%
Software	250	3,000	750	25.00%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	290	5,750	963	16.75%
Fire Services				
Intergovernmental-Fire Services	-	-	-	0.00%
Total Fire Services	-	-	-	0.00%
TOTAL PUBLIC SAFETY	\$ 351,560	\$ 4,799,724	\$ 1,181,428	24.61%
Highways and Streets				
Professional Services-Engineering	-	100	-	0.00%
Disposal-Garbage/Recycling	-	1,200	-	0.00%
Lawn Care	-	-	-	100%
Pest Control	-	250	-	0.00%
Repairs & Maintenance	1,406	75,000	1,818	2.42%
Repairs & Maintenance-Vehicles	6	5,000	18	0.36%
Rental of Equipment	340	2,000	1,287	64.35%
Dues and Fees	(0)	-	796	100%
Contract Labor	-	475,000	73,962	15.57%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	60	11.99%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Water and Sewer	56		111	100%
Electricity	51	1,500	123	8.22%
Gasoline/Diesel	28	5,000	28	0.57%
Small Equipment	2,338	1,000	2,338	233.80%
Capital Outlay Infrastructure	-	3,035,480	-	0.00%
Total Operations	<u>4,225</u>	<u>3,602,280</u>	<u>80,542</u>	<u>2.24%</u>
Street Lights				
Repairs & Maintenance	-	5,000	2,900	58.00%
Electricity-Street Lights	8,908	130,000	25,419	19.55%
Total Street Lights	<u>8,908</u>	<u>135,000</u>	<u>28,319</u>	<u>20.98%</u>
Traffic Lights				
Repairs & Maintenance	1,829	20,000	1,829	9.14%
Electricity-Traffic Lights	170	3,000	471	15.69%
Total Traffic Lights	<u>1,999</u>	<u>23,000</u>	<u>2,300</u>	<u>10.00%</u>
TOTAL PUBLIC WORKS	<u>\$ 15,132</u>	<u>\$ 3,760,280</u>	<u>\$ 111,161</u>	<u>2.96%</u>
Tree Commission				
Repairs & Maintenance	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	29	3.87%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>-</u>	<u>35,000</u>	<u>29</u>	<u>0.08%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 39,000</u>	<u>\$ 4,029</u>	<u>10.33%</u>
Building Inspections				
Salaries & Wages	17,117	224,867	50,043	22.25%
Overtime	-		-	100%
Employee Benefits-Medical	2,447	38,441	8,774	22.83%
Employee Benefits-Dental	136	1,623	363	22.39%
Employee Benefits-ADD Life	36	515	159	30.93%
Employee Benefits-Disability	142	1,521	592	38.95%
Employee Benefits-Vision	-		-	100%
FICA	1,044	13,973	3,050	21.83%
Medicare	244	3,268	713	21.83%
Employee Benefits-Retirement	1,963	18,718	5,890	31.47%
Unemployment	34	152	182	120.00%
Workers' Compensation	(0)	2,621	2,776	105.90%
Total Salaries and Benefits	<u>23,165</u>	<u>305,699</u>	<u>72,544</u>	<u>23.73%</u>



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services	-		-	100%
Professional Services-Engineer	-		-	100%
Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	146	3,000	343	11.43%
Communications	157	2,500	470	18.79%
Advertising -Promotions	-	10,000	-	0.00%
Printing & Binding	-	200	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	15	1,000	434	43.37%
Education and Training	-	1,000	-	0.00%
Contract Labor	-		-	100%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	-		-	100%
Gasoline/Diesel	294	4,000	462	11.54%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	735	1,500	783	52.18%
Software	-	4,000	3,366	84.15%
Other Supplies - Uniforms	-	250	-	0.00%
Capital Lease - Principal	(2,113)	-	-	100%
Capital Lease - Interest	(995)	-	-	100%
Total Operations	(1,762)	30,050	5,857	19.49%
Urban Redevelopment and Housing				
Intergovernmental	-	-	-	100%
Total Operations	-	-	-	100%
Planning and Zoning				
Salaries & Wages	9,734	131,441	28,599	21.76%
Employee Benefits-Medical	3,769	28,501	9,753	34.22%
Employee Benefits-Dental	100	390	264	67.76%
Employee Benefits-ADD Life	25	294	99	33.59%
Employee Benefits-Disability	118	1,057	452	42.72%
FICA	552	8,149	1,632	20.03%
Medicare	130	1,906	383	20.09%
Employee Benefits-Retirement	507	10,917	1,520	13.93%
Unemployment	6	76	105	138.16%
Workers' Compensation	(229)	6,262	5,944	94.93%
Total Salaries and Benefits	14,711	188,993	48,751	25.80%
Professional Services	-		-	100%
Professional Services-Engineering	-	75,000	11,331	15.11%
Professional Services-Legal	980	7,000	2,091	29.88%
Technical Services - Planning	-	2,500	-	0.00%
Repairs & Maintenance	-		-	100%
Other Services - Map Updates	-		-	100%
Technical Services - Planning	-		-	100%
Communications	40	600	121	20.15%
Advertising	1,949	20,000	2,476	12.38%
Printing & Binding	-	500	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	(0)	2,500	762	30.48%
Education and Training	-	750	-	0.00%
Planning & Zoning Meeting Fees	343	3,000	1,127	37.57%
Other Expenditures	25	250	97	38.64%
General Supplies and Materials	28	250	210	83.93%
General Supplies - Postage	123	1,000	205	20.49%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	3,416	250	3,426	1370.53%
Software	-	30,500	-	0.00%
Total Operations	6,904	145,150	21,846	15.05%



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

	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Economic Development</i>				
Salaries & Wages	1,015	13,190	3,030	22.97%
FICA	61	819	181	22.08%
Medicare	14	191	42	22.14%
Employee Benefits - Retirement	91	1,095	274	25.00%
Workers Comp Insurance	0	56	59	105.89%
Total Salaries & Benefits	<u>1,181</u>	<u>15,351</u>	<u>3,586</u>	<u>23.36%</u>
Professional Services	-	-	-	100%
Total Operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>100.00%</u>
<i>Main Street Program</i>				
Salaries and Wages	4,735	60,551	14,140	23.35%
Employee Benefits - Medical	1,514	18,122	4,532	25.01%
Employee Benefits - Dental	92	1,086	275	25.32%
Employee Benefits - Add Life	12	147	49	33.33%
Employee Benefits - Disability	62	635	243	38.24%
FICA	283	3,816	844	22.11%
Medicare	66	892	197	22.12%
Employee Benefits - Retirement	426	5,112	1,278	25.00%
Unemployment	(0)	38	39	102.00%
Workers Comp Insurance	-	263	279	105.90%
Total Salaries and Benefits	<u>7,189</u>	<u>90,662</u>	<u>21,875</u>	<u>24.13%</u>
Communications	40	600	121	20.15%
Advertising	-	-	-	100%
Travel	-	700	-	0.00%
Dues and Fees	0	1,400	1,065	76.08%
Education and Training	-	1,300	600	46.15%
Contract Labor	-	-	-	100%
Other Expenditures	143	-	143	100%
Supplies - Special Events	2,200	-	2,200	100%
Small Equipment	-	-	-	100%
Software	-	1,000	-	0.00%
Payments to Other Agencies	-	-	-	100%
Total Operations	<u>2,383</u>	<u>5,000</u>	<u>4,129</u>	<u>82.59%</u>
<i>Intergovernmental</i>				
Intergovernmental - COED	13,000	13,000	13,000	100.00%
Payments to Others	-	-	-	100%
Total Intergovernmental	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>100.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 66,771</u>	<u>\$ 793,905</u>	<u>\$ 191,589</u>	<u>24.13%</u>
<i>Capital Lease</i>				
Capital lease - Interest	2,197	-	2,197	100%
Capital lease - Other debt	78,722	-	78,722	100%
Capital lease Principal	5,454	113,781	5,454	4.79%
	-	-	-	100%
TOTAL CAPITAL LEASE	<u>\$ 86,373</u>	<u>\$ 113,781</u>	<u>\$ 86,373</u>	<u>75.91%</u>
<i>Other Financing Uses</i>				
Transfer to Other Funds	22,150	45,591	686,593	1505.98%
TOTAL OTHER FINANCING USES	<u>\$ 22,150</u>	<u>\$ 45,591</u>	<u>\$ 686,593</u>	<u>1505.98%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 714,718</u>	<u>\$ 12,050,000</u>	<u>\$ 2,757,201</u>	<u>22.88%</u>



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

REVENUES:	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	1,442	1,500	2,039	135.94%
Miscellaneous Revenue	-	5,767,700	-	0.00%
TOTAL REVENUES	\$ 1,442	\$ 5,769,200	\$ 2,039	0.04%
EXPENDITURES:				
Intergovernmental Fire Services	-	3,150,975	-	0.00%
Capital Outlay - Infrastructure	-	2,618,225	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,769,200	\$ -	0.00%



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

REVENUES:	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	15,764	75,000	32,422	43.23%
TOTAL REVENUES	\$ 15,764	\$ 75,000	\$ 32,422	43.23%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	10,573	75,000	33,873	45.16%
TOTAL EXPENDITURES	\$ 10,573	\$ 75,000	\$ 33,873	45.16%



Parks & Recreation Fund
As of March 31, 2023

REVENUES:	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	17,651	300,000	58,896	19.63%
Alcoholic Bev Excise Tax Distilled Spirit	6,950	120,000	24,390	20.32%
Local Option Mixed Drink Tax	5,904	60,000	17,294	28.82%
Penalties and Interest	86	-	187	100%
Rents and Royalties	1,065	20,000	2,707	13.54%
TOTAL REVENUES	\$ 31,655	\$ 500,000	\$ 103,474	20.69%
EXPENDITURES:				
Disposal - Garbage Depot	-	500	-	0.00%
Pest Control - Depot	-	750	90	12.00%
Repairs & Maintenance - Depot	(0)	5,000	136	2.71%
Communications	138	1,750	415	23.71%
General Supplies - Depot	-	1,500	-	0.00%
Water/Sewer - Depot	-	250	16	6.48%
Natural Gas - Depot	210	2,300	402	17.48%
Electricity - Depot	61	5,000	236	4.72%
Small Equipment - Depot	-	500	-	0.00%
Professional Services	-	-	540	100%
Capital Outlay - Buildings	-	250,000	-	0.00%
Disposal - Garbage Parks	146	1,000	292	29.19%
Lawn Care	313	8,000	2,508	31.35%
Pest Control - Parks	-	750	90	12.00%
Repairs & Maintenance - Parks	972	48,825	11,674	23.91%
Rental - Equipment & Land	-	1,000	-	0.00%
Communications	40	375	121	32.24%
Dues and Fees	-	500	420	84.00%
Contract Labor	3,900	60,000	7,725	12.88%
General Supplies and Materials - Parks	(0)	2,000	40	2.00%
Water/Sewer - Parks	502	6,000	1,310	21.83%
Electricity - Parks	351	3,500	891	25.46%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Sites	-	-	75,000	100%
Capital Outlay - Site Improvements	44,370	100,000	49,788	49.79%
Transfers to Other Funds	-	-	179,368	100%
	-	-	-	
TOTAL EXPENDITURES	\$ 51,003	\$ 500,000	\$ 331,062	66.21%



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

REVENUES:	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental Cherokee County Governr	279	59,289	4,066	6.86%
Intergovernmental Cherokee County School E	917	195,255	118,413	60.65%
Transfers from General Fund	-	45,591	-	0.00%
TOTAL REVENUES	\$ 1,196	\$ 300,135	\$ 122,479	40.81%
EXPENDITURES:				
Transfer to Debt Service Fund	(27)	300,135	39,619	13.20%
TOTAL EXPENDITURES	\$ (27)	\$ 300,135	\$ 39,619	13.20%



Hotel/Motel Tax Fund
As of March 31, 2023

REVENUES:	March 2023		YTD	% of Annual
	Transactions	2023 Budget	Transactions	Budget
Hotel/Motel Taxes	262	6,000	1,176	19.60%
TOTAL REVENUES	\$ 262	\$ 6,000	\$ 1,176	19.60%
EXPENDITURES:				
Advertising/Promotions	-	5,000	-	0.00%
Payment to Other Agencies	-	1,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ -	0.00%



Urban Redevelopment Agency
As of March 31, 2023

	March 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Proceeds from General Long-term D	283,867	3,454,000	1,064,499		30.82%
TOTAL REVENUES	\$ 283,867	\$ 3,454,000	\$ 1,064,499		30.82%
EXPENDITURES:					
Transfer to Town Center Fund	283,867	3,454,000	1,064,499		30.82%
TOTAL EXPENDITURES	\$ 283,867	\$ 3,454,000	\$ 1,064,499		30.82%



SPLOST III Fund
As of March 31, 2023

	March 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Transfer from Other Funds	22,150	-	22,150		100%
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	284,036	-		0.00%
TOTAL REVENUES	\$ 22,150	\$ 290,000	\$ 22,150		7.64%
EXPENDITURES:					
Capital Outlay-Infrastructure	0	-	(3,067)		100%
Capital Outlay-Infrastructure	0	290,000	44,597		15.38%
TOTAL EXPENDITURES	\$ 0	\$ 290,000	\$ 41,530		14.32%



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

REVENUES:	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	679,092	2,825,000	679,092	24.04%
Grant Revenue-LMIG	-	160,000	158,523	99.08%
Assessments - Roads & sidewalks	9,416	-	9,416	100%
Grant Revenue-SRTA	-	850,000	-	0.00%
Proceeds from GTIB Loan	-	8,000,000	-	0.00%
TOTAL REVENUES	\$ 688,508	\$ 11,835,000	\$ 847,031	7.16%
EXPENDITURES:				
Capital Outlay-Buildings	57,900	250,000.00	58,320	23.33%
Capital Outlay-Public Safety Equipment	-	10,000	-	0.00%
Capital Outlay - Equipment	0	-	9,984	100%
Capital Outlay-Sites	4,200	1,500,000	4,200	0.28%
Capital Outlay-LMIG	-	600,000	280	0.05%
Capital Outlay-HOTL Vehicle Bridge	0	-	89,035	100%
Capital Outlay-Industrial Connector	29,794	250,000	57,442	22.98%
Capital Outlay-HS Pkwy Phase II	71,648	4,750,000	1,544,916	32.52%
Capital Outlay-HS Pkwy Phase III	-	3,000,000	29,808	0.99%
Capital Outlay-Holly Street	-	100,000	-	0.00%
Capital Outlay-Equipment	-	25,000	-	0.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	3,813	0.38%
Capital Outlay - Fox Creek/Turner Village	-	250,000	-	0.00%
TOTAL EXPENDITURES	\$ 163,542	\$ 11,835,000	\$ 1,797,799	15.19%



Town Center Fund
As of March 31, 2023

Revenues	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	283,867	3,754,000	1,389,499	37.01%
TOTAL REVENUES	\$ 283,867	\$ 3,754,000	\$ 1,389,499	37.01%
Expenditures				
Capital Outlay - Site Improvements	313,577	3,754,000	818,905	21.81%
Capital Outlay - Buildings	4,070	-	4,070	100%
TOTAL EXPENDITURES	\$ 317,647	\$ 3,754,000	\$ 822,975	21.92%



Debt Service Fund
As of March 31, 2023

Revenues	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	2,000,000	2,300,135	2,558,430	111.23%
TOTAL REVENUES	\$ 2,000,000	\$ 2,300,135	\$ 2,558,430	111.23%
Expenditures				
Contingency	-	814,869	-	0.00%
Debt Service - Bond Principal HSPRA	0	329,475	163,677	49.68%
Debt Service - Bond Interest HSPRA	0	29,300	15,691	53.55%
Debt Service - Bond Principal URA 2019	0	555,556	277,778	50.00%
Debt Service - Bond Principal URA 2020	-	230,770	-	0.00%
Debt Service - Bond Interest URA 2019	(0)	118,000	61,665	52.26%
Debt Service - Bond Interest URA 2020	-	67,355	-	0.00%
Debt Service - Bond Interest URA 2021	(0)	154,810	39,619	25.59%
TOTAL EXPENDITURES	\$ (0)	\$ 2,300,135	\$ 558,430	24.28%



**Stormwater Utility Fund
As of March 31, 2023**

REVENUES:	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	1,652	470,000	10,787	2.30%
TOTAL REVENUES	\$ 1,652	\$ 470,000	\$ 10,787	2.30%
EXPENSES:				
Salaries & Wages	4,857	58,287	14,571	25.00%
Employee Benefits - Medical Insurance	847	10,161	2,541	25.01%
Employee Benefits - Dental Insurance	27	328	81	24.70%
Employee Benefits - Disability	12	147	36	24.49%
Employee Benefits - ADD Life	31	377	93	24.67%
FICA	301	3,614	903	24.99%
Medicare	70	845	210	24.85%
Employee Benefits - Retirement	403	4,841	1,209	24.97%
Unemployment	3	38	9	23.68%
Workers Comp Insurance	229	2,748	687	25.00%
Professional Services	-	1,000	-	0.00%
Professional Services - Engineer	0	100,000	11,331	11.33%
Repairs & Maintenance	350	152,314	2,345	1.54%
Repairs & Maintenance - Vehicles	77	2,500	760	30.42%
Rental of Equipment	140	5,000	450	9.00%
Communications	119	2,000	356	17.79%
Printing and Binding	-	100	-	0.00%
Dues and Fees	1	6,500	38	0.58%
Training	214	2,500	214	8.56%
Contract Labor	-	5,000	-	0.00%
Other Expenditures	0	250	152	60.92%
General Supplies & Materials	-	500	-	0.00%
General Supplies - Postage	37	1,500	101	6.73%
Water/Sewer	56	1,000	167	16.65%
Gasoline & Diesel	144	4,000	144	3.59%
Small Equipment	-	1,000	154	15.40%
Other Supplies-Uniforms	170	250	170	67.84%
Depreciation	-	95,000	-	0.00%
Contingency	-	4,700	-	0.00%
Capital Lease Interest	-	3,500	-	0.00%
TOTAL EXPENSES	\$ 8,087	\$ 470,000	\$ 36,721	7.81%



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

Revenues	March 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	14,700	60,662	56,622	93.34%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	575	-	1,650	100%
Donations From Private Sources	-	5,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	-	-	100%
Rents and Royalties	-	5,000	-	0.00%
Interest Revenue	-	-	-	100%
TOTAL REVENUES	\$ 15,275	\$ 95,662	\$ 58,272	60.91%

Expenditures				
Salaries & Wages	4,735	60,551	14,140	23.35%
Employee Benefits - Medical	1,514	18,122	4,532	25.01%
Employee Benefits- Dental	92	1,086	275	25.32%
Employee Benefits-Add Life	12	147	49	33.33%
Employee Benefits-Disability	62	635	243	38.24%
FICA	283	3,816	844	22.11%
Medicare	66	892	197	22.12%
Employee Benefits-Retirement	426	5,112	1,278	25.00%
Unemployment	(0)	38	39	102.00%
Workers Comp Insurance	(0)	263	279	105.90%
Communications	40	600	121	20.15%
Travel	-	700	-	0.00%
Dues and Fees	0	1,400	1,065	76.08%
Education and Training	-	1,300	600	46.15%
Other Expenditures	143			
Software	-	1,000	-	0.00%
Small Equipment				
TOTAL EXPENDITURES	\$ 9,572	\$ 95,662	\$ 23,661	24.73%



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

Revenues	March 2023 Transactions	2023 Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	34,980	-	0.00%
Donations from Private Source	-	20	-	0.00%
TOTAL REVENUES	\$ -	\$ 35,000.00	\$ -	0.00%
Expenditures				
Landscaping/Tree Planting & Care	-	31,500	-	0.00%
Tree Maintenance	-	-	-	100%
Tree Removal	-	-	-	100%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	750	29.00	3.87%
Banners & Shirts	-	-	-	100%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 35,000.00	\$ 29.00	0.08%

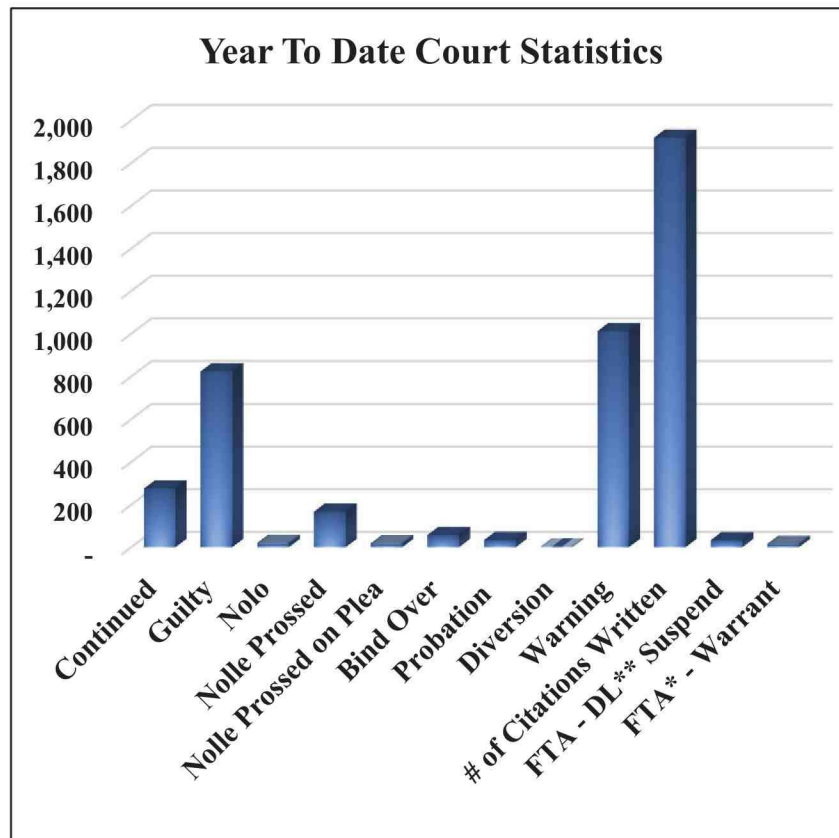


City of Holly Springs Court Statistics 2023 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	123	72	80										275
Guilty	317	226	280										823
Nolo	7	5	7										19
Nolle Prossed	54	60	53										167
Nolle Prossed on Plea	8	2	7										17
Bind Over	24	27	5										56
Probation	14	6	13										33
Diversion	0	3	0										3
Warning	381	289	341										1,011
# of Citations Written	654	615	649										1,918
FTA - DL** Suspend	4	23	5										32
FTA* - Warrant	8	3	4										15
	1,594	1,331	1,444	-	-	-	-	-	-	-	-	-	4,369

* Failure to Appear

** Driver's License





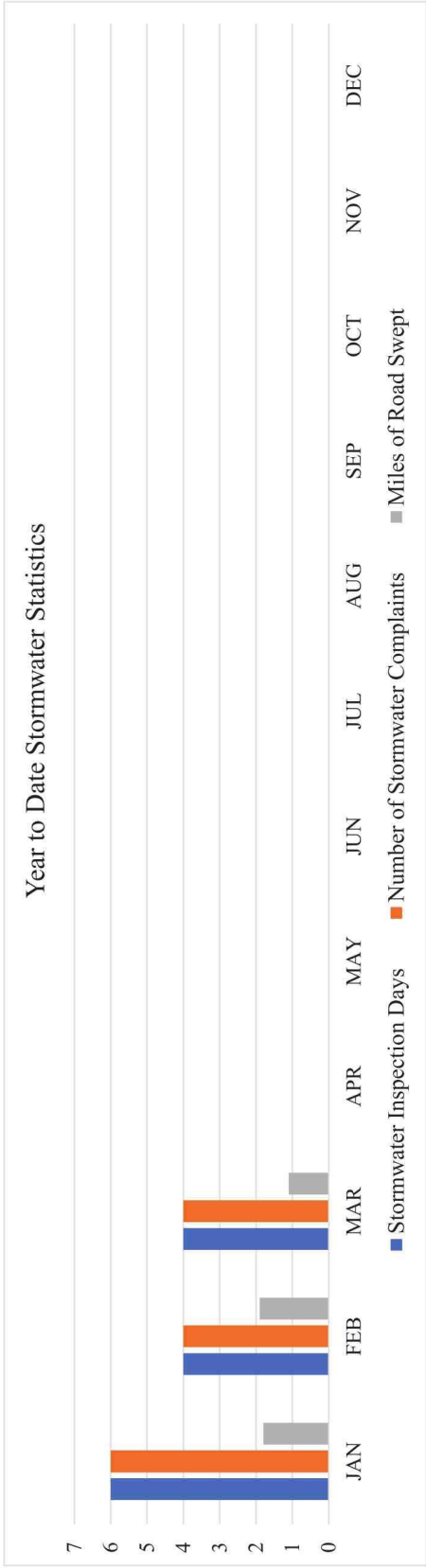
**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Mar-23
Pot Hole Repair	2
Tree Service Work	4
ROW Mowing	24
Dead Animal Pick Up	1
Street Sweeping	0
Road Salting	0
Sign Maintenance	2
Traffic Signals	3
Equipment Maintenance	1
Misc. Work Orders	26
PARKS	
J.B. Owens	14
Barrett Park	14
J.C. Mullins	17
Monthly Totals	108



City of Holly Springs
Stormwater Statistics
2023 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	6	4	4										14
Number of Stormwater Complaints	6	4	4										14
Miles of Road Swept	1.8	1.9	1.1										4.8

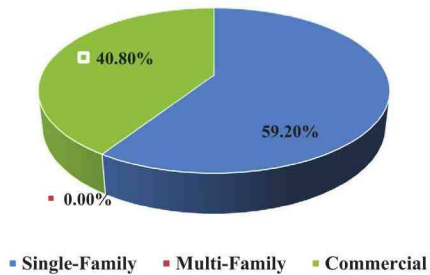




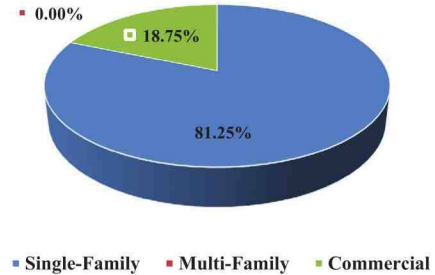
City of Holly Springs
Building Permits and Certificates of Occupancy
2023 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	3	6	12										21
Accessory Structures	2	5	5										12
Additions													0
Basement Buildouts	3	1	2										6
Mechanical	2	3	4										9
Plumbing	4	3	1										8
Electrical	1	1											2
Miscellaneous	6		10										16
Residential Fence	3	4	6										13
Certificates of Completion	1												1
Certificates of Occupancy	22	23	32										77
Multi-Family													
Townhomes													0
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy													0
Commercial													
New Structures	2												2
Addition-C													0
Tenant Build Outs	1												1
Accessory Structures	2	8											10
Mechanical		1											1
Plumbing			1										1
Electrical	1	2											3
Misc-C	19	3	2										24
Signs	2	1	2										5
Utilities	2	2											4
Commercial Fence													0
Certificates of Completion	5												5
Certificates of Occupancy	6	3	4										13

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued

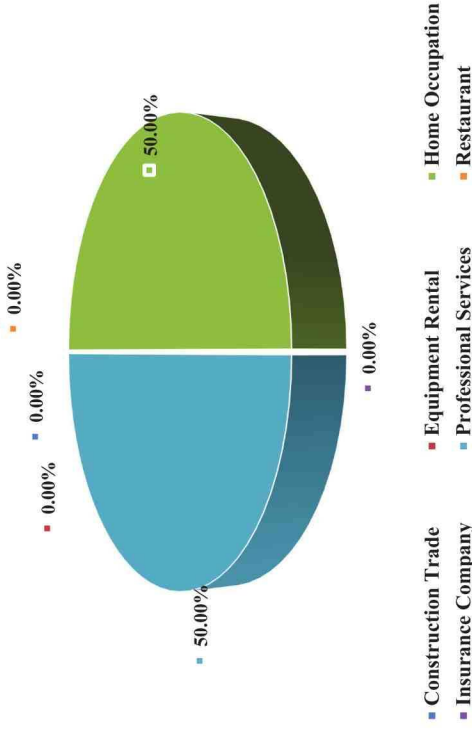




**City of Holly Springs
Occupational Tax Summary
2023 Year to Date**

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	5	6	-	-	-	-	-	-	-	-	-	17	50.00%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	7	3	7	-	-	-	-	-	-	-	-	-	17	50.00%
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
	13	8	13	-	-	-	-	-	-	-	-	-	34	100.00%

Year To Date Occupational Tax



BOND RESOLUTION

A RESOLUTION OF THE HOLLY SPRINGS PARKS AND RECREATION AUTHORITY PROVIDING FOR THE ISSUANCE OF A HOLLY SPRINGS PARKS AND RECREATION AUTHORITY REVENUE BOND, SERIES 2023, IN THE PRINCIPAL AMOUNT OF \$[Principal Amount]; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; PROVIDING FOR THE CREATION OF REMEDIES FOR THE OWNER OF THE BOND ISSUED HEREUNDER; AUTHORIZING THE EXECUTION OF AN INSTALLMENT SALE AGREEMENT WITH THE CITY OF HOLLY SPRINGS, GEORGIA; AND FOR OTHER RELATED PURPOSES

Adopted on

April 17, 2023

This document was prepared by:
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3525 Piedmont Road NE
Atlanta, GA 30305
(678) 999-0350

RESOLUTION

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BOND RESOLUTION

A RESOLUTION OF THE HOLLY SPRINGS PARKS AND RECREATION AUTHORITY PROVIDING FOR THE ISSUANCE OF A HOLLY SPRINGS PARKS AND RECREATION AUTHORITY REVENUE BOND, SERIES 2023, IN THE PRINCIPAL AMOUNT OF \$[Principal Amount]; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; PROVIDING FOR THE CREATION OF REMEDIES OF THE OWNER OF THE BOND ISSUED HEREUNDER; AUTHORIZING THE EXECUTION OF AN INSTALLMENT SALE AGREEMENT WITH THE CITY OF HOLLY SPRINGS, GEORGIA; AND FOR OTHER RELATED PURPOSES

WHEREAS, the Holly Springs Parks and Recreation Authority (the “Issuer”) was duly created pursuant to an Act of the General Assembly of the State of Georgia entitled the “Holly Springs Parks and Recreation Authority Act” (Ga. Laws 2004 p. 3700 *et seq.*) (the “Act”); and

WHEREAS, pursuant to the Act, the Issuer has the power to (a) acquire by purchase ... and to hold, lease and dispose of real and personal property..., (b) make contracts ..., including contracts for the acquisition ... of “project” (as defined in the Act) ... or contracts with respect to the use of projects... and (c) borrow money for any of its corporate purposes, ... to issue revenue negotiable revenue bonds payable solely from the funds pledged for that purpose, and to provide for the payment of the same and the rights of the holders thereof; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III(a)(5) of the Constitution of the State of Georgia (the “Constitution”), the City of Holly Springs, Georgia (the “City”) has the power to provide parks, recreational areas, programs, and facilities; and

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

WHEREAS, the Issuer desires to acquire real property that will be used by the City for a park (the “Project”); and

WHEREAS, the Issuer proposes to issue its revenue bond to be known as the “Holly Springs Parks and Recreation Authority Revenue Bond, Series 2023” in the principal amount of \$[Principal Amount] (the “Bond”) for the purpose of (a) financing the acquisition of the Project and (b) paying the costs of issuing the Bond; and

WHEREAS, the Issuer and the City propose entering into an Installment Sale Agreement, dated as of May 1, 2023 (the “Contract”), pursuant to which the Issuer will agree to

issue the Bond and sell the Project to the City, and the City will agree to operate the Project, pay to the Issuer amounts sufficient to pay the debt service on the Bond (the “Contract Payments”) and levy an ad valorem property tax, unlimited as to rate or amount, on all property in the City subject to such tax in order to make the Contract Payments.

NOW, THEREFORE, BE IT RESOLVED by the HOLLY SPRINGS PARKS AND RECREATION AUTHORITY, and it is hereby resolved by authority of the same, as follows:

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ARTICLE I.

DEFINITIONS AND FINDINGS

Section 101. Definitions of Certain Terms.

All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Contract. The following words and phrases shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Act” means an Act of the General Assembly of the State of Georgia entitled the “Holly Springs Parks and Recreation Authority Act” (Ga. Laws 2004 p. 3700 et seq.).

“Authenticating Agent” means the Secretary of the Issuer or the financial institution at the time serving as authenticating agent pursuant to Section 603 of this Resolution.

“Bond” means the Issuer’s Revenue Bond, Series 2021, in the principal amount of \$[Principal Amount], authorized to be issued pursuant to the terms of this Resolution.

“Bond Registrar” means the Secretary of the Issuer or the financial institution at the time serving as bond registrar pursuant to Section 603 of this Resolution.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which state banks or national banking associations are not open for business.

“City” means the City of Holly Springs, Georgia, a municipal corporation of the State of Georgia, and its successors and assigns.

“Collateral” means the Contract, the Contract Payments and the moneys held in the Sinking Fund.

“Contract” means the Installment Sale Agreement, dated as of May 1, 2023, between the Issuer and the City, and any amendments thereto.

“Event of Default” shall mean the occurrence of an event of default as described in Article IX.

“Government Obligations” means direct general obligations of the United States of America or obligations which are unconditionally guaranteed by the United States of America, in either case which are not callable except at the option of the holder thereof.

“Issuer” means the Holly Springs Parks and Recreation Authority, a public body corporate and politic and a public corporation of the State of Georgia, and its successors and assigns.

“Maturity Date” means May 24, 2038.

“Outstanding” means, with reference to the Bond, the Bond which has been executed and delivered pursuant to this Resolution except:

(a) If the Bond has been cancelled because of payment or prepayment; and

(b) If funds or securities have been irrevocably deposited with a financial institution serving as the Paying Agent or as the Escrow Agent in accordance with Article IX of this Resolution (whether upon or prior to the maturity or prepayment date of the Bond), provided that if the Bond is to be prepaid prior to the maturity thereof notice of such prepayment shall have been given or provision satisfactory to such Paying Agent shall have been made therefor, or a waiver of such notice, satisfactory in form to such Paying Agent shall have been filed with such Paying Agent.

“Paying Agent” means the Secretary of the Issuer or the financial institution at the time serving as paying agent for the Bond pursuant to Section 603 of this Resolution.

“Payment Date” means each May 24 and November 24, commencing November 24, 2023.

“Record Date” means with respect to a Payment Date, the fifteenth (15th) day of the calendar month next preceding such Payment Date.

“Resolution” means this Resolution, including any amendments or supplements hereto.

“Revenue Bond Law” means the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60, *et seq.* as amended).

“Sinking Fund” means the fund created in Section 501 of this Resolution.

“Sinking Fund Custodian” means the financial institution at the time serving as custodian of the Sinking Fund pursuant to Sections 501 and 601 of this Resolution.

Section 102. Rules of Construction.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “certificate,” “owner,” and “person” shall include the plural, as well as the singular, number. The terms “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion hereof in which any such term is used.

The titles preceding each Section hereof are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution. Reference herein to an Article number or to a Section number should be construed to be in reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

Section 103. Findings.

The issuance of the Bond is hereby found and declared to be within the public purposes intended to be served by the Issuer. The Project is hereby found and declared to be a “project” within the meaning of the Act. The Project is “self-liquidating” within the meaning of the Act. The City will cause to be prepared the feasibility study required by the Act.

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ARTICLE II.

AUTHORIZATION, FORM AND REGISTRATION OF THE BOND

Section 201. Payment of Principal and Interest; Certificate of Validation and Authentication; Execution of the Bond.

(a) Subject to Section 208, the final payment of the Bond is payable by the Paying Agent upon presentation and surrender thereof at the principal corporate trust office (if any) of the Paying Agent. Subject to Section 208, the payment of principal of and interest and premium (if any) on the Bond shall be payable by the Paying Agent, by first class mail mailed on the Payment Date to the person in whose name the Bond is registered on the books of the Bond Registrar at the close of business on any Record Date notwithstanding any registration of transfer subsequent to such Record Date and prior to the Payment Date or the prepayment date. The principal of and the interest on the Bond shall be payable in lawful money of the United States of America.

(b) The Bond shall not be valid unless and until a certificate of validation printed on or attached to the Bond shall have been executed by the manual or facsimile signature of the Clerk of the Superior Court of Cherokee County. The Bond shall not be valid unless a certificate of authentication printed on or attached to the Bond shall have been executed by the manual or facsimile signature of the Authenticating Agent.

(c) The Bond shall be signed by the manual or facsimile signature of the Chairperson or Vice Chairperson of the Issuer, and the corporate seal of the Issuer shall be affixed to or printed on the Bond and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Issuer. In case any officer whose signature shall appear on the Bond shall cease to be such officer before delivery of the Bond, such signatures shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 202. Registration of Bond; Persons Treated As Owners.

The Bond Registrar shall keep the bond registration book of the Issuer for the registration of the Bond and for the registration of transfers of the Bond as herein provided. The transfer of the Bond shall be registered upon the bond registration book upon the surrender and presentation of the Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond so surrendered, a new Bond registered in the name of the transferee. The Bond Registrar may make a charge for every registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made to the owner for the privilege of registering the transfer of Bond under this Resolution. The registered owner of the Bond shall be treated as the owner of the Bond for all purposes regardless of any actual knowledge to the contrary.

Section 203. Mutilated, Lost, Stolen or Destroyed Bond.

In case the Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new bond in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for the Bond destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case the Bond is destroyed, lost or stolen, such owner's filing with the Issuer evidence satisfactory to the Issuer that the Bond was destroyed, lost or stolen, and of such owner's ownership thereof, and furnishing the Issuer with indemnity satisfactory to the Issuer; provided, however, if the owner of such destroyed or lost Bond has a minimum net worth of at least \$25,000,000, such owner's own unsecured agreement of indemnity shall be deemed to be satisfactory, and no further indemnity need be given.

Section 204. Limited Obligation.

The principal of and interest on the Bond shall be payable solely from the Collateral. The Bond shall not be deemed to constitute a debt or obligation of the State of Georgia or the City. The Bond does not and shall not directly, indirectly or contingently obligate the State of Georgia or the City to levy or to pledge any form of taxation whatever therefor or to make any appropriation for its payment. Notwithstanding the foregoing, the City's full faith, credit and taxing powers have been pledged to the payment of the City's obligations under the Contract.

Section 205. Creation of Lien.

The Issuer hereby pledges and creates a first priority lien on the Collateral in favor of the owner of the Bond. The Issuer shall not create any other liens on the Collateral.

Section 206. Authorization of the Bond.

The Bond is hereby authorized to be issued. The Bond shall be designated the "HOLLY SPRINGS PARKS AND RECREATION AUTHORITY REVENUE BOND, SERIES 2023," shall be issued as a single fully registered bond, shall be numbered R-1 and shall be dated the date of issuance and delivery thereof. The Bond shall be issued in the principal amount of \$[Principal Amount] for the purpose of (a) financing the acquisition of the Project and (b) paying the costs of issuing the Bond. The Bond shall bear interest at a fixed rate of [4.40]% per annum (calculated on the basis of the actual numbers of days elapsed in a 360-day year). Interest on the Bond shall be paid on each Payment Date. Commencing November 24, 2023, the principal of the Bond shall be paid on each Payment Date in an amount needed to repay the principal of the Bond in thirty (30) approximately equal semi-annual installments of principal. Notwithstanding the foregoing, all remaining indebtedness under the Bond, including principal of and interest on the Bond shall be due and payable on the Maturity Date. In any case where the date of payment of the principal of or interest on the Bond or the date fixed for prepayment of the Bond shall not be a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of stated payment date; provided, however, interest shall accrue until the moneys are received by the owner of the Bond.

Section 207. Form of the Bond.

The Bond, the form of assignment, the form of authentication certificate and the certificate of validation shall be in substantially in the form set forth in Exhibit A hereto, with such variations, omissions and insertions as are required or permitted by this Resolution.

Section 208. Home Office Payment Agreement.

Notwithstanding any provision of this Resolution or of the Bond to the contrary, the Issuer and the City may enter into a home office payment agreement with the owner of the Bond providing for the making to the owner of all payments of principal of and interest on the Bond at a place and in a manner other than as provided in this Resolution and in the Bond without presentation or surrender of the Bond upon such conditions as shall be satisfactory to the Paying Agent. The Issuer will furnish to the Paying Agent a copy of each such agreement and upon receipt of a copy of such agreement, the Paying Agent agrees that payments of principal of and interest on the Bond shall be made in accordance with the provision thereof. The Paying Agent shall not be liable to the owner of the Bond or to the Issuer for any act or omission to act on the part of the Issuer, or any agent of the Issuer, in connection with any such agreement. If a home office payment agreement is in effect, the Issuer shall not be required to maintain the Sinking Fund.

ARTICLE III.

PREPAYMENT OF THE BOND; CANCELLATION

Section 301. Prepayment of Bond.

The Bond may be prepaid as more fully set forth in the form of the Bond.

Section 302. Cancellation of Bond.

If the Bond is paid or prepaid in full, either at or before maturity, it shall be delivered to the Secretary of the Issuer when such payment or prepayment is made, and the Bond shall thereupon be cancelled and shall not be reissued. If the Bond is so cancelled, it shall be destroyed in accordance with the prevailing practice of the Issuer and a permanent record of such destruction shall be kept by the Secretary of the Issuer.

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ARTICLE IV.

APPLICATION OF BOND PROCEEDS

Section 401. Application of Bond Proceeds.

The purchaser of the Bond shall wire \$[Principal Amount] to the City to (a) pay the cost of acquiring the Project and (b) pay the costs of issuing the Bond. Notwithstanding the foregoing, if the Chairperson of the Issuer shall determine that a different application of funds is required to carry out the intent of this Resolution, the different application of funds may be provided for in the authentication order to be delivered at the time of issuance of the Bond.

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ARTICLE V.

CREATION OF SINKING FUND AND DISBURSEMENTS THEREFROM

Section 501. Creation of Sinking Fund; Payments Therefrom.

There is hereby created a special trust fund to be designated as the “Holly Springs Parks and Recreation Authority Sinking Fund” (the “Sinking Fund”) to be maintained by a Sinking Fund Custodian. Subject to Section 208 of this Resolution, the Issuer shall continue to maintain or cause to be maintained the Sinking Fund separate and apart from its other funds so long as the Bond remains Outstanding under this Resolution.

Subject to Section 208 of this Resolution, moneys payable from the City pursuant to the Contract relating to debt service on the Bond shall be paid directly to the Sinking Fund Custodian and deposited into the Sinking Fund for the account of the Issuer in accordance with the terms of the Contract and this Resolution.

Subject to the terms and conditions set forth in this Resolution, moneys in the Sinking Fund shall be used for (a) the payment of the principal of and interest on the Bond as the same falls due, (b) the prepayment of the Bond prior to maturity at the price and under the conditions provided therefor in this Resolution and (c) the payment of the necessary charges of the Paying Agent, the Authenticating Agent, the Bond Registrar and the custodians and depositories for the funds and accounts established hereunder.

Section 502. Transfers from the Sinking Fund.

All payments from the Sinking Fund shall be made by wire transfer or checks signed by the Sinking Fund Custodian.

Section 503. Investments of Sinking Fund Moneys.

Moneys in the Sinking Fund not immediately required to be paid out in accordance with Section 501 hereof shall be invested by the Sinking Fund Custodian in such Government Obligations as directed by the City in writing. Any such securities so purchased shall be held by the Sinking Fund Custodian in trust until paid at maturity or sold, and all income therefrom shall be immediately deposited to the credit of the Sinking Fund.

ARTICLE VI.

DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSIT; DESIGNATION OF AUTHENTICATING AGENT, PAYING AGENT AND BOND REGISTRAR

Section 601. Custodians.

All moneys on deposit in the Sinking Fund shall constitute trust funds to be applied in accordance with the terms and for the purposes as set forth in this Resolution and shall not be subject to lien or attachment by any creditor of the Issuer or the City.

No moneys belonging to the Sinking Fund shall be deposited or remain on deposit with the Sinking Fund Custodian in an amount in excess of the amount guaranteed or insured by the Federal Deposit Insurance Corporation or other federal agency, unless such institution shall have pledged for the benefit of the Issuer and the owner of the Bond as collateral security for the moneys deposited, obligations of the type or types in which the Sinking Fund Custodian is permitted to directly invest the moneys of the Sinking Fund, and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

The Issuer may, from time to time, designate a successor custodian of the Sinking Fund; provided such custodian complies with all of the provisions of this Article. In the event the Sinking Fund Custodian shall resign or fail to perform its duties hereunder, the Issuer shall appoint a new custodian for such fund.

In the event the Sinking Fund Custodian and the Paying Agent is the same bank or person acting in both capacities, the Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the Issuer, use, invest and disburse the moneys in the Sinking Fund as required by this Resolution. If the Sinking Fund Custodian and the Paying Agent are not the same bank or person, the Sinking Fund Custodian shall transfer to the Paying Agent from moneys held in the Sinking Fund, in immediately available funds, moneys in amounts and at or before such times as shall be required to pay the principal of, prepayment premium (if any) and interest on the Bond as and when the same are payable.

Section 602. Administrative Fees and Expenses.

The City shall pay to the Sinking Fund Custodian appointed in accordance with the terms of this Resolution, and to its successors and assigns, and to the Paying Agent, Bond Registrar and Authenticating Agent and to their respective successors and assigns from time to time, as the same are due and payable their reasonable fees and reasonable expenses for serving under this Resolution.

Section 603. Appointment of Authenticating Agent, Paying Agent and Bond Registrar.

The Secretary of the Issuer is hereby designated as the Authenticating Agent, Paying Agent and Bond Registrar. The Issuer may, from time to time, designate a successor

Authenticating Agent, Paying Agent or Bond Registrar. In the event the Authenticating Agent, the Paying Agent or the Bond Registrar shall resign or fail to perform its duties hereunder, the Issuer shall appoint a new Authenticating Agent, Paying Agent or Bond Registrar, as appropriate.

Section 604. Employment of Attorneys, Agents, Etc.

The Sinking Fund Custodian, Authentication Agent, Paying Agent and Bond Registrar may execute any of the powers hereof and perform any of their duties by or through attorneys, agents, receivers or employees, but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning their duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the exercise of powers hereunder. The Sinking Fund Custodian, Authentication Agent, Paying Agent and Bond Registrar may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer) selected by the Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar in the exercise of reasonable care. The Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar shall not be responsible for any loss or damage resulting from any action or inaction taken or not taken, as the case may be, in good faith in reliance upon such opinion or advice.

Section 605. Reliance on Documents.

The Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons.

Section 606. Evidence of Facts.

As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar shall be entitled to rely upon a certificate signed by a representative of the Issuer or the City as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar may accept a certificate of such officials of the Issuer who executed the Bond (or their successors in office) to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 607. Release of Liability.

The Issuer hereby releases the Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar and covenants not sue any of them for any loss or damage

suffered or caused directly or indirectly by the Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar or their agents or employees and arising out of or related to the performance of the duties of the Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar under this Resolution even if it is alleged that the Sinking Fund Custodian, Authentication Agent, Paying Agent, and Bond Registrar was negligent; provided, however, that this release and covenant not to sue shall not cover acts of gross negligence or willful misconduct.

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ARTICLE VII.

PARTICULAR COVENANTS

Section 701. Payment of Bond.

The Issuer covenants that it will promptly pay the principal of and interest on the Bond at the place, on the dates and in the manner herein, and in the Bond specified, according to the true intent and meaning thereof. The principal of and interest on the Bond are payable solely from the Collateral.

Section 702. Books and Records.

The Issuer agrees that it will keep the funds and accounts created hereunder separate from all other funds and accounts of the Issuer. Such records and accounts shall be open to the inspection by the City and the owner of the Bond at reasonable times and upon reasonable request.

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ARTICLE VIII.

DEFAULTS AND REMEDIES

Section 801. Events of Default.

An “Event of Default” shall mean the occurrence of any one or more of the following events:

- (a) payment of any installment of principal on the Bond shall not be made when the same shall become due and payable;
- (b) payment of any installment of interest on the Bond shall not be made when the same become due and payable;
- (c) an order or decree shall be entered, without the consent or acquiescence of the Issuer, appointing a receiver, or receivers, of the Issuer, or any proceedings shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors, pursuant to any federal or state statute now or hereafter enacted, or if such order or decree, having been entered without the consent and acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceeding, having been instituted with the consent or acquiescence of the Issuer, shall not be withdrawn, or any orders entered shall not be vacated, discharged or stayed on appeal within 60 days after the institution of such proceedings or the entry of such orders;
- (d) the Issuer shall fail to duly and punctually perform any other of the covenants, conditions, agreements or provisions contained in the Bond or in this Resolution, on the part of the Issuer to be performed, and such failure shall continue for a period of 60 days after written notice, specifying such failure and requiring the same to be remedied, shall have been given to the Issuer and the City by the owner of the Bond; or
- (e) an Event of Default shall occur under the Contract.

Section 802. Remedies.

Upon the happening and continuance of any Event of Default, then and in every such case the owner of the Bond may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or in the Contract or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as the owner of the Bond shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 803. Abandonment of Proceedings.

In case any proceeding taken by the owner of the Bond on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the owner of the Bond, then and in every such case the Issuer and the owner of the Bond shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, power and duties of the owner of the Bond shall continue as though no such proceedings had been taken.

Section 804. Non-Exclusivity of Remedies.

No remedy herein conferred upon the owner of the Bond is intended to be exclusive of any other remedy, or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

Section 805. No Waiver.

No delay or omission by the owner of the Bond to exercise any right or power accruing upon any Event of Default occurring and continuing, as aforesaid, shall impair any Event of Default or be construed as an acquiescence therein; and every power and remedy given by this Article to the owner of the Bond may be exercised from time to time and as often as may be deemed expedient.

Section 806. Delays.

No delay or omission of any owner of the Bond to exercise any right or power accruing upon any Event of Default occurring and continuing, as aforesaid, shall impair any Event of Default or be construed as an acquiescence therein; and every power and remedy given by this Article to the owner of the Bond may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IX.

DEFEASANCE; TERMINATION OF LIABILITY

Section 901. Payment and Defeasance.

If (a) the Issuer shall pay or cause to be paid to the owner of the Bond the principal of and the interest to become due on the Bond at the times and in the manner stipulated therein and herein, (b) all fees, charges and expenses of the Paying Agent, Authenticating Agent, Bond Registrar and Sinking Fund Custodian shall have been paid or provision for such payment has been made, and (c) the Issuer shall keep, perform and observe all of its agreements in the Bond and herein expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be discharged.

The Bond shall be deemed to be paid within the meaning of this Resolution if there shall have been irrevocably deposited with a financial institution serving as the Paying Agent or as the Escrow Agent in a special escrow account moneys or Government Obligations having such maturities and interest payment dates and bearing such interest, which, in the opinion of an independent certified public accounting firm of national reputation (the "CPA Opinion"), without any reinvestment thereof or of the interest thereon, will produce moneys sufficient (as evidenced by an opinion or report of an independent certified public accountant or firm thereof) to pay the same when they become due (whether upon or prior to the stated maturity or the prepayment date of the Bond), provided, however, that if the Bond is to be prepaid prior to its stated maturity, notice of such prepayment shall have been duly given as provided herein or irrevocable arrangements satisfactory to the Paying Agent shall have been made for the giving thereof. In the event the Issuer shall have made a deposit of moneys or Government Obligations, the Issuer shall retain the right to substitute Government Obligations for those previously pledged provided that such Government Obligations will provide sufficient moneys in a timely fashion (without any reinvestment as described above) to make the required payments of principal of and interest on the Bond.

Section 902. Termination of Liability.

If the Issuer shall determine that it is desirable to terminate the rights and liens hereunder (pursuant to a refunding or otherwise) and shall cause the Bond to be deemed to be paid as provided in Section 901 above, then the Bond shall thereafter have no right or lien under this Resolution other than the right to receive payment from said special fund and the same shall not be considered to be Outstanding hereunder for any purpose.

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 1001. Validation.

The Bond shall be validated in the manner provided in the Revenue Bond Law, and to that end notice of the adoption of this Resolution and a certified copy thereof shall be immediately served on the District Attorney in order that proceedings for the confirmation and validation of the Bond by the Superior Court of Cherokee County may be instituted by said District Attorney.

Section 1002. Severability.

In case any one or more of the provisions of this Resolution, or the Bond, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or the Bond, but this Resolution and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 1003. Resolution as a Contract.

The provisions of this Resolution shall constitute a contract by and between the Issuer and the owner of the Bond.

Section 1004. Modification, Alteration, Supplementation or Amendment of Resolution.

The Issuer may not amend, supplement or alter this Resolution without the prior written consent of the owner of the Bond and the City.

Section 1005. Applicable Provisions of Law.

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

Section 1006. Repeal of Conflicting Resolutions.

Any and all resolutions, or parts of resolutions, if any, in conflict with this Resolution are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

Section 1007. Authorization of Contract.

The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit B, with such changes, insertions or omissions as may be approved by the Chairperson or Vice Chairperson of the Issuer, and the execution and delivery by the Issuer of the Contract as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions.

Section 1008. No Individual Responsibility of Members and Officers of Issuer.

No stipulations, obligations or agreements of any member or of any officer of the Issuer shall be deemed to be stipulations, obligations or agreements of any such member or officer in his or her individual capacity.

Section 1009. General Authority.

The officers of the Issuer are hereby authorized to execute and deliver all documents and certificates and to take all actions necessary to effectuate the transactions contemplated by this Resolution. All documents heretofore executed and all actions heretofore taken in connection with the transactions contemplated by this Resolution are hereby ratified and approved.

Section 1010. Waiver of Bond Audit.

The Issuer hereby waives the performance audit or performance review requirement referred to in O.C.G.A. Section 36-82-10.

Section 1011. Sale to Purchaser.

The sale of the Bond to South State Bank at a price of 100% of par is hereby authorized and approved.

Section 1012. Bond Qualification.

The Bond is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

ADOPTED AND APPROVED this 17th day of April, 2023.

HOLLY SPRINGS PARKS AND RECREATION
AUTHORITY

(SEAL)

By: _____
Chairperson

Attest:

Secretary

DRAFT

EXHIBIT A
(FORM OF THE BOND)

No.: R-1

[\$[Principal Amount]

STATE OF GEORGIA
HOLLY SPRINGS PARKS AND RECREATION AUTHORITY
REVENUE BOND
SERIES 2023

MATURITY DATE:

BOND DATE:

INTEREST RATE:

May 24, 2038

May 24, 2023

[4.40]%

FOR VALUE RECEIVED, the Holly Springs Parks and Recreation Authority, a public body corporate and politic duly created and validly existing under the Constitution and the laws of the State of Georgia (the “Issuer”), hereby promises to pay, in lawful money of the United States of America, solely from the special funds provided therefor, as hereinafter set forth, to the registered owner hereof, the principal sum set forth above, and to pay to the registered owner hereof interest on such principal amount at the interest rate set forth above (calculated on the basis of the actual number of days elapsed in a 360-day year). Interest on this bond shall be paid on each May 24 and November 24, commencing November 24, 2023 (each such date a “Payment Date”) to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month next preceding each Payment Date (a “Record Date”), notwithstanding any registration transfers subsequent to such Record Date and prior to the Payment Date. The principal of this bond shall be paid on each Payment Date in an amount needed to repay the principal this bond in thirty (30) approximately equal semi-annual payments or principal. Notwithstanding the foregoing, all remaining indebtedness under this bond, including principal of and interest on this bond shall be due and payable on the Maturity Date set forth above. Payments made under this bond shall be applied first to interest which has accrued hereunder at the applicable interest rate, and second toward the reduction of the principal sum evidenced hereby.

The final payment of principal of this bond is payable by the Paying Agent upon presentation and surrender thereof at the principal corporate trust office (if any) of the Paying Agent. Subject to the provisions of a home office payment agreement, payments of interest on this bond shall be payable by the Paying Agent, by first class mail, mailed on the Interest Payment Date.

The principal of this bond may be prepaid in whole or in part on any Business Day to the registered owner of this bond at a prepayment price equal to the principal amount of this bond to be prepaid plus accrued interest to the prepayment date plus a prepayment premium, if any, as set forth below. The prepayment premium shall equal (a) for a prepayment occurring from the date of issuance of this bond until May 24, 2024, 105% of par, (b) for a prepayment

occurring from May 25, 2024 until May 24, 2025, 104% of par, (c) for a prepayment occurring from May 25, 2025 until May 24, 2026, 103% of par, (d) for a prepayment occurring from May 25, 2026 until May 24, 2027, 102% of par, (e) for a prepayment occurring from May 25, 2027 until May 24, 2028, 101% of par, (f) for a prepayment occurring from May 25, 2028 and thereafter, at 100% of par. As a condition precedent to each optional prepayment of this bond, the registered owner of this bond shall receive written notice, unless waived, of such optional prepayment not less than five (5) Business Days prior to the date fixed for such prepayment. Each such notice shall specify the date of prepayment and the principal amount of this bond to be prepaid on such date.

This bond is issued for the purpose of (a) financing the acquisition of real property that will be used by the City for a park (the "Project") and (b) paying the costs of issuing this bond. This bond is issued under the authority of the Constitution and laws of the State of Georgia and pursuant to a resolution of the Issuer adopted on April 17, 2023 (the "Resolution"). Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Resolution. Reference to the Resolution hereby made for a complete description of the funds charged with, and pledged to, the payment of the principal of and the interest on this bond, the nature and extent of the security therefor, a statement of rights, duties and obligations of the Issuer, and the rights of the owners of this bond, to all the provisions of which the owner hereof, by the acceptance of this bond, assents.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this bond shall have been authenticated and registered upon the bond registration book of the Issuer kept for that purpose by the Bond Registrar, which authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Authenticating Agent of the certificate hereon.

This bond may be registered as transferred only upon the registration books kept for that purpose at the principal office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of charges, if any, provided in the Resolution.

Under the terms of an Installment Sale Agreement, dated as of May 1, 2023 (the "Contract"), the Issuer has agreed to issue this bond to acquire the Project and to sell the Project to the City, and the City has agreed to operate the Project, pay to the Issuer amounts sufficient to pay the debt service on the Bond and levy an ad valorem property tax, unlimited as to rate or amount, on all property in the City subject to such tax in order to make such payments. The Issuer has directed the City to make such payments directly to the owner hereof. The Collateral, including all payments under the Contract, has been assigned and pledged to the owner hereof as security for this bond.

This bond shall not be payable from, or constitute a charge upon, any funds other than the moneys pledged to the payment thereof, and is payable solely from the Collateral. This bond shall not constitute a debt of the State of Georgia or the City within the meaning of any Constitutional or statutory provision. No owner of this bond shall ever have the right to compel the exercise of the taxing power of the State of Georgia or the City to pay the same, or the interest thereon, or to enforce payment thereof against any property of the State of Georgia or the City. Notwithstanding the foregoing, the City's full faith, credit and taxing powers have been pledged to the payment of the City's obligations under the Contract.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law and that the Collateral has been irrevocably pledged for the payment of this bond and the interest thereon.

IN WITNESS WHEREOF, the Issuer has caused this bond to be signed by its Chairperson and its corporate seal to be hereunto affixed and attested by its Secretary as of the 24th day of May, 2023.

HOLLY SPRINGS PARKS AND RECREATION
AUTHORITY

(SEAL)

By: _____
Chairperson

Attest:

Secretary

* * * *

CERTIFICATE OF VALIDATION

STATE OF GEORGIA

COUNTY OF CHEROKEE

The undersigned Clerk of the Superior Court of Cherokee County, keeper of the records and seal thereof, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of Cherokee County, on the ____ day of May, 2023, that no intervention or objection was filed opposing the validation of said bond and that no appeal of said judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Superior Court of Cherokee County.

(SEAL)

Clerk, Superior Court of Cherokee County

* * * *

CERTIFICATE OF REGISTRATION

The principal of and interest on this bond are payable to the registered owner by mail at the address shown below, or, as otherwise directed in writing by the registered owner. No transfer hereof shall be effectual unless made on the books of the Bond Registrar by the registered owner, or his attorney, and noted hereon.

<u>DATE OF REGISTRATION</u>	<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>BOND REGISTRAR</u>
May 24, 2023	South State Bank 1925 Marietta Highway Canton, GA 30114	Secretary, Holly Springs Parks and Recreation Authority

DRAFT

AUTHENTICATION CERTIFICATE

The above bond is the Revenue Bond described in the within-mentioned Resolution, and is hereby authenticated as of the date shown below.

AUTHENTICATING AGENT

By: _____
Secretary, Holly Springs Parks
And Recreation Authority

Date of Authentication: May 24, 2023

(END OF BOND FORM)

EXHIBIT B

FORM OF INSTALLMENT SALE AGREEMENT

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SECRETARY'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF CHEROKEE

I, the undersigned Secretary of the Holly Springs Parks and Recreation Authority (the "Issuer") and keeper of the records and seal thereof, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution adopted by the Issuer in a meeting duly called and assembled on the 17th day of April, 2023, which meeting was open to the public and at which a quorum was presenting and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the Issuer which is in my custody and control.

WITNESS my official hand and seal of the Issuer, this 17th day of April, 2023.

Secretary

(SEAL)