



City of Holly Springs

Date: Monday, March 21, 2022
Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. UNFINISHED BUSINESS
- IV. NEW BUSINESS
 - A. Discuss a Lease Agreement from Duplicating Products, Inc.
Presented By: Ron Carter, Information Technology Manager/Facilities Manager
 - B. Discuss a resolution appointing a member to the Cherokee County Library Board of Trustees
Presented By: Robert H. Logan, City Manager
 - C. Discuss resolutions appointing members to the Downtown Development Authority and Urban Redevelopment Agency
Presented By: Robert H. Logan, City Manager
 - D. Discuss a quote for sidewalk repairs in Harmony on the Lakes from Parker Young Construction, LLC
Presented By: Robert H. Logan, City Manager
 - E. Discuss LC 47 1768
Presented By: Robert H. Logan, City Manager
 - F. Discuss LC 47 1771
Presented By: Robert H. Logan, City Manager
 - G. Discuss amending City of Holly Springs fire codes to be consistent with fire codes adopted by the Cherokee County Board of Commissioners
Presented By: Nancy Moon, Community Development Director
- V. ADJOURNMENT

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATION

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

V. CONSENT AGENDA

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

10. An Intergovernmental Agreement for Cherokee County to Conduct Elections for the City of Holly Springs, Georgia

VI. UNFINISHED BUSINESS

11. Approve/deny MA-02-2022, rezoning of 2.38 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcel 051 of tax plat 93N00, from R-20, Single Family Residential, to TND, Traditional Neighborhood Development

VII. NEW BUSINESS

12. Approve/deny a Lease Agreement dated March 16, 2022 from Duplicating Products, Inc. for a term of 48 months, in an amount not to exceed \$159.50 monthly payment amount
13. Approve/deny a resolution appointing a member to the Cherokee County Library Board of Trustees
14. Approve/deny a resolution appointing members to the Downtown Development Authority
15. Approve/deny a resolution appointing members to the Urban Redevelopment Agency
16. Approve/deny a quote from Parker Young Construction, LLC for sidewalk repairs in Harmony on the Lakes in an amount not to exceed \$28,509.10
17. Approve/deny support of LC 47 1768, an Act to amend an Act creating a new charter for the City of Holly Springs in the County of Cherokee, approved March 18, 1980, as amended, particularly by an Act approved April 10, 2014, and an Act approved April 29, 2014 so as to provide for partisan elections; to provide for a referendum, effective dates, and automatic repeal; to provide for related matters; to repeal conflicting laws; and for other purposes.
18. Approve/deny support of LC 47 1771, an Act to amend an Act creating a new charter for the City of Holly Springs in the County of Cherokee, approved March 18, 1980, as amended, particularly by an Act approved April 10, 2014, and an Act approved April 29, 2014, so as to provide for election by majority vote, to provide for a referendum, effective dates, and automatic repeal; to provide for related matters; to repeal conflicting laws; and for other purposes.
19. Approve/deny an ordinance to amend the Code of the City of Holly Springs, Georgia, Chapter 18-Building and Building Regulations, Article IV-Administration and Enforcement of State Minimum Standard Codes

VIII. REPORTS

IX. ADJOURNMENT



P.O. Box 1548
Gainesville, GA 30503

Customer Number:	GVA254
Customer PO:	
Federal Tax ID#	
Order Date:	03/16/2022
Sales Rep:	Dean Snyder

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:			CUSTOMER INFORMATION SHIP TO (if different):		
CITY OF HOLLY SPRINGS 3237 HOLLY SPRINGS PRKWY HOLLY SPRINGS, GA 30115			CITY OF HOLLY SPRINGS 3237 HOLLY SPRINGS PRKWY HOLLY SPRINGS, GA 30115		
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL	
rcarter@hollyspringsga.us	(770) 345-5536	Ron Carter	(770) 345-5536	rcarter@hollyspringsga.us	
QTY	MODEL / DESCRIPTION		SERIAL NO.	UNIT PRICE	TOTAL
1	Savin IMC3500-SS-Color Laser Multifunction Printer Up To 35 PPM				
1	Savin Punch Unit PU3070 NA				
1	Savin Internal Finisher SR3250 (500				
1	Savin Paper Feed Unit PB3280 (550 x				
Leasing Company		Lease Type	Lease Term	Lease Payment	
Great America		FMV 0 dn	48	\$159.50	
NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.			WARRANTY		
			N/A		

NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

AUTOMATED METER COLLECTION: ____ Yes (initial)
if no, Email Address: _____

AUTOMATED TONER REPLENISHMENT: ____ Yes (initial)

MAINTENANCE PLAN: Usage Only Maintenance Plan rates listed below. Includes all parts, labor and supplies. Excludes only staples and paper

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.00560	0	Monthly	\$0.00560		
COLOR	0.05000	0	Monthly	\$0.05000		

INCLUDES: ALL SERVICE AND SUPPLIES

EXCLUDES: PAPER & STAPLES

TRADE IN:	SAVIN MPC3504ex SN: C728MB10491 DPI to terminate existing Great America Lease Number 015-1430429-000 and remove equipment
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THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis. Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

NOTES:	Thanks for your business!
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Duplicating Products, Inc.

x

Authorized Signature

DEAN SNYDER SAE 16 MARCH 2022

Print Name and Title

Date _____

X

Authorized Signature

03/16/2022

Print Name and Title

Date

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Holly Springs, City of

ADDRESS: 3237 HOLLY SPRINGS PRKWY, HOLLY SPRINGS, GA 30115

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)**Duplicating Products Inc.****Gainesville, GA****EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

Savin IMC3500

Paper Feed Unit, Inner Finisher, Punch

EQUIPMENT LOCATION: **As Stated Above**

(*PLUS TAX)

TERM IN MONTHS: 48

MONTHLY PAYMENT AMOUNT*: \$159.50

PURCHASE OPTION*: **Fair Market Value**

SECURITY DEPOSIT:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation****CUSTOMER'S AUTHORIZED SIGNATURE**CUSTOMER: **(As Stated Above)**

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

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State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Holly Springs, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 1753044 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

Obligor hereby represents and warrants to Obligee that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by Obligor and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar or fiscal year, as applicable under state law, in which it was executed and at the close of each succeeding calendar or fiscal year, as applicable, thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar or fiscal year, as applicable.

GreatAmerica Financial Services Corporation

Obligee

By:

Obligee Signature

Print Name & Title

Date Accepted:

Holly Springs, City of

Obligor

By: X

Obligor Signature

Print Name & Title

Date



BOARD AND COMMUNITY ORGANIZATION APPLICATION

On which Board or Community Group would you like to serve? Please indicate and label your first and second choice.

- ☒ Cherokee County Library Board of Trustees
- ☐ Downtown Development Authority/Urban Redevelopment Agency
- ☐ Holly Springs Tree Commission
- ☐ Parks & Recreation Authority
- ☐ Planning & Zoning Commission

Name Janet M. Wesley

Home Address 633 Lorimore Pass

City Holly Springs State GA Zip Code 30115

Home Phone _____ Unlisted? ☐ Yes ☒ No

Cell Phone _____ Email _____

Employer _____ Occupation _____

Employer's Address

City _____ State _____ Zip Code _____

Business Phone _____ Website _____

- 1) Are you a registered voter in the City of Holly Springs? ☒ Yes ☐ No
Cherokee County? ☒ Yes ☐ No

- 2) How did you hear about the Board or Commission to which you are applying?
Mike Zenchuk told me about the position

- 3) Were you recommended or nominated by a sitting Commission/Board/City Council Member, or the Mayor? If so, please indicate who (not mandatory for consideration).
Yes, Mike Zenchuk

- 4) Please indicate any information (experience, education, community activities, organizations, etc) that you think should be considered for your appointment to a Board or Commission. Use additional paper and include a resume.

- 5) Are there any reasons you may have a conflict of interest if you were appointed to Board or Commission listed above? Use additional paper in necessary. If yes, please explain.
None

Signature Janet Wesley Date March 9, 2020

**A RESOLUTION OF THE CITY OF HOLLY SPRINGS
MAYOR AND COUNCIL TO APPOINT A MEMBER TO THE
CHEROKEE COUNTY LIBRARY BOARD OF TRUSTEES; AND FOR OTHER
PURPOSES**

WHEREAS, the Sequoyah Regional Library System is overseen by the Regional Library Board of Trustees that is composed of nine members from the local county boards; and

WHEREAS, the Cherokee County Board of Trustees was established for the purpose of overseeing the general operations and functions of the libraries throughout the county; and

WHEREAS, the City Council approved Resolution 2013-14 pledging an annual contribution to the Sequoyah Regional Library System, in the amount of \$4,000 per year beginning in January of Fiscal Year 2014; and

WHEREAS, by becoming an annual funding agency, the City of Holly Springs may appoint a representative to the Cherokee County Library Board of Trustees; and

WHEREAS, the term of the appointment shall be for three (3) years; and

WHEREAS, the Cherokee County Library Board of Trustees meet four times a year – January, April, August, and October; and

WHEREAS, the following individual has agreed to be appointed to the Cherokee County Library Board of Trustees:

Member	Board/Commission	Term Expiration
Janet M. Wesley	Cherokee County Library Board of Trustees	6/30/2022

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council that City of Holly Springs appoint the aforementioned Cherokee County Library Board of Trustee member.

SO RESOLVED THIS 21st DAY OF MARCH 2022.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



BOARD AND COMMUNITY ORGANIZATION APPLICATION

On which Board or Community Group would you like to serve? Please indicate and label your first and second choice.

- ☐ Cherokee County Library Board of Trustees
- ☒ Downtown Development Authority/Urban Redevelopment Agency
- ☐ Holly Springs Tree Commission
- ☐ Parks & Recreation Authority
- ☐ Planning & Zoning Commission

Name Andrea Huisman

Home Address 104 Valdosta Ave.

City Canton State GA Zip Code 30114

Home Phone _____ Unlisted? ☐ Yes ☒ No

Cell Phone [REDACTED] Email andrea@thegatheringboard.co

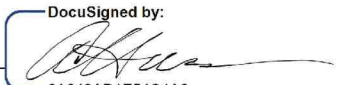
Employer The Gathering Board Co Occupation owner

Employer's Address 2800 Holly Springs Pkwy Ste 100

City Holly Springs State GA Zip Code 30115

Business Phone 770-500-8715 Website www.TheGatheringBoard.Co

- 1) Are you a registered voter in the City of Holly Springs? ☐ Yes ☒ No
Cherokee County? ☒ Yes ☐ No
- 2) How did you hear about the Board or Commission to which you are applying?
Erin Honea told me about the position and invited me to apply
- 3) Were you recommended or nominated by a sitting Commission/Board/City Council Member, or the Mayor? If so, please indicate who (not mandatory for consideration).
Yes, Erin Honea
- 4) Please indicate any information (experience, education, community activities, organizations, etc) that you think should be considered for your appointment to a Board or Commission. Use additional paper and include a resume.
See attached resume
- 5) Are there any reasons you may have a conflict of interest if you were appointed to Board or Commission listed above? Use additional paper in necessary. If yes, please explain.
I have no conflicts of interest

Signature  Date 3/7/2022 | 12:19 PM EST

DocuSigned by: 2A843AD1E54C4A6...

ANDREA HUISMAN

2800 Holly Springs Pkwy Ste 100

Holly Springs, GA 30115

andrea@thegatheringboard.co | [REDACTED]

Skills Summary

- Local small business owner with an emphasis on community driven service and contributions
- Strong ability to create and accomplish goals in order to manage daily operations
- Over ten years of experience owning and managing a successful residential construction business and various multi-family structures and developments
- Instinctive ability to problem solve and utilize common sense understanding in various situations
- Broad knowledge of residential construction procedures including scheduling and reading architectural blueprints
- Detail oriented with excellent organizational, written and verbal communication skills

Experience

Owner, The Gathering Board Co. (Katy Landon Group, LLC) 2020 – present

- Managing member and owner of charcuterie business serving fresh, delicious food to residents and businesses of Cherokee county
- Operate a business that positively reflects the community that we serve
- Create employment opportunities for the public and training them to adhere to our highest standards

Realtor, Keller Williams Realty Partners 2018 – present

- Effectively communicated with clients, lenders, closing attorneys and co-op agents from contract to close to warrant a smooth transaction for all parties
- Recognize the importance of strong attention to detail, organization, valuable negotiation and communication as essential to a successful real estate transaction

PFS Representative, Fairbanks Memorial Hospital 2014 - 2016

- Performed registration processes mainly in the Emergency Department
- Communicated with physicians, clinical and hospital staff to resolve issues and patient concerns
- Created innovative ways to minimize interruptions to patients and family members

Owner, Multi-Family Property Manager

2012 - 2015

- Assisted in new construction of multi-family apartment building and management of ongoing repairs and renovations
- Estimated costs associated with construction to ensure the project remained within budget
- Performed all aspects of showing and leasing of rental units
- Maintained accurate records of rental leases, payments, security deposits and utilities per unit
- Conducted background checks on prospective tenants

Owner, Huisman Builders, Inc.

2000 - 2007

- Founded a general contracting company with sales of over 200 homes
- Effective communication with clients, sub-contractors and financial institutions to ensure a smooth and profitable building process
- Expertly performed all aspects of accounts payable, accounts receivable, payroll, quarterly reporting and worker's compensation using current QuickBooks software
- Successfully implemented a purchase order system to achieve greater control of project costs
- Generated and submitted monthly draws to financial institutions for all homes in progress
- Hired and managed a sales and service staff of up to 6 people

Volunteer Work

- Foster care for special needs children
- Volunteer medic for local communities in Wyoming and Alaska
- Traveled to Haiti four times as a member of a surgical team serving the medically disadvantaged
- Volunteer staff at multiple summer camps for children
- Organized blood drives and various other outreach ministries

Education

GA Salesperson License

2018

Associate of Arts, University of Alaska, Fairbanks

2017

Bachelor of Business Administration, University of Alaska, Fairbanks

2015 - 2019

- Coursework in business ethics, HR management, organizational theory/behavior, financial/managerial accounting



BOARD AND COMMUNITY ORGANIZATION APPLICATION

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- ☐ Cherokee County Library Board of Trustees
- ☒ Downtown Development Authority/Urban Redevelopment Agency
- ☐ Holly Springs Tree Commission
- ☐ Parks & Recreation Authority
- ☐ Planning & Zoning Commission

Name Chris Amos Adams

Home Address 104 Palm Springs Court

City Canton State GA Zip Code 30115

Home Phone None Unlisted? ☐ Yes ☐ No

Cell Phone [REDACTED] Email [REDACTED]

Employer QUES Occupation Land Surveyor

Employer's Address

City 2260 Holly Springs Pkwy - Suite 110 State Georgia Zip Code 30115

Business Phone 770-262-9019 Website www.ques.com

- 1) Are you a registered voter in the City of Holly Springs? ☐ Yes ☐ No
Cherokee County? ☒ Yes ☐ No

- 2) How did you hear about the Board or Commission to which you are applying?

I am a lifelong Holly Springs Resident and have followed all the happenings in the City

- 3) Were you recommended or nominated by a sitting Commission/Board/City Council Member, or the Mayor? If so, please indicate who (not mandatory for consideration).

Nancy Moon

- 4) Please indicate any information (experience, education, community activities, organizations, etc) that you think should be considered for your appointment to a Board or Commission. Use additional paper and include a resume.

Served on the Zoning Appeals Board and then the Zoning Board 3-4 years back

- 5) Are there any reasons you may have a conflict of interest if you were appointed to Board or Commission listed above? Use additional paper in necessary. If yes, please explain.

Signature Chris Amos Adams Date 3/3/2022

**A RESOLUTION OF THE CITY OF HOLLY SPRINGS
MAYOR AND COUNCIL TO APPOINT MEMBERS TO THE
DOWNTOWN DEVELOPMENT AUTHORITY; AND FOR OTHER PURPOSES**

WHEREAS, Section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the City Council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the City Council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the City Council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the City Council or general state law; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following board members has agreed to be appointed to the Downtown Development Authority:

Member	Term Beginning	Term Expiration
Chris Amos Adams	March 21, 2022	December 31, 2025
Andrea Huisman	March 21, 2022	December 31, 2023

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council that City of Holly Springs ratifies and appoints the aforementioned Authority members.

SO RESOLVED THIS 21st DAY OF MARCH, 2022.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**A RESOLUTION OF THE CITY OF HOLLY SPRINGS
MAYOR AND COUNCIL TO APPOINT MEMBERS TO THE
URBAN REDEVELOPMENT AGENCY; AND FOR OTHER PURPOSES**

WHEREAS, Section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the City Council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the City Council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the City Council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the City Council or general state law; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, the following board members has agreed to be appointed to the Urban Redevelopment Agency:

Member	Term Beginning	Term Expiration
Chris Amos Adams	March 21, 2022	December 31, 2025
Andrea Huisman	March 21, 2022	December 31, 2023

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council that City of Holly Springs ratifies and appoints the aforementioned Agency members.

SO RESOLVED THIS 21st DAY OF MARCH, 2022.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



Parker Young Construction, LLC

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

Client: CITY OF HOLLY SPRINGS
Property: 3237 Holly Springs Parkway
Holly Springs, GA 30115

Business: (770) 345-5536

Operator: SMACON

Estimator: C. STEPHEN MACON

Business: (770) 368-1000

E-mail: SMacon@parkeryoung.com

Type of Estimate: Miscellaneous

Date Entered: 2/12/2021

Date Assigned:

Price List: GAAT8X_FEB21

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITYOFHOLLYSPRINGSW



Parker Young Construction, LLC

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

CITYOFHOLLYSPRINGSW

Sidewalk Repairs: Miscellaneous Address

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<i>THE ADDRESSES BELOW WERE PROVIDED BY THE CITY FOR REPAIRS:</i>						
Totals: Sidewalk Repairs: Miscellaneous Address				0.00	0.00	0.00

906 Marabella Ln

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	92.00 SF	2.57	0.00	0.00	47.28	283.72
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	46.00 LF	0.00	2.37	77.61	21.80	208.43
Concrete sidewalk - finished in place	92.00 SF	0.00	14.05	16.28	258.52	1,567.40
Totals: 906 Marabella Ln				93.89	370.62	2,317.69

922 Marabella Ln

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	64.00 SF	2.57	0.00	0.00	32.90	197.38
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	32.00 LF	0.00	2.37	53.99	15.16	144.99
Concrete sidewalk - finished in place	64.00 SF	0.00	14.05	11.33	179.84	1,090.37
Totals: 922 Marabella Ln				65.32	270.92	1,690.88

926 - 928 Marabella Ln

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	88.00 SF	2.57	0.00	0.00	45.24	271.40
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	44.00 LF	0.00	2.37	74.24	20.86	199.38
Concrete sidewalk - finished in place	88.00 SF	0.00	14.05	15.58	247.28	1,499.26



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770-368-1000

CONTINUED - 926 - 928 Marabella Ln

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: 926 - 928 Marabella Ln				89.82	356.40	2,228.18

208 - 210 Glenwood Dr

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	55.00 SF	2.57	0.00	0.00	28.28	169.63
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	22.00 LF	0.00	2.37	37.12	10.42	99.68
Concrete sidewalk - finished in place	55.00 SF	0.00	14.05	9.74	154.56	937.05
Totals: 208 - 210 Glenwood Dr				46.86	236.28	1,464.50

330 Abbey Ct

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	36.00 SF	2.57	0.00	0.00	18.50	111.02
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	18.00 LF	0.00	2.37	30.37	8.54	81.57
Concrete sidewalk - finished in place	36.00 SF	0.00	14.05	6.37	101.16	613.33
Totals: 330 Abbey Ct				36.74	171.22	1,064.06

138 - 140 Edgewater Trl

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	80.00 SF	2.57	0.00	0.00	41.12	246.72
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	32.00 LF	0.00	2.37	53.99	15.16	144.99
Concrete sidewalk - finished in place	80.00 SF	0.00	14.05	14.16	224.80	1,362.96
Totals: 138 - 140 Edgewater Trl				68.15	324.10	2,012.81



Parker Young Construction, LLC

6815 Crescent Dr., N.W.
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770-368-1000

120 Edgewater Trl

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	61.00 SF	2.57	0.00	0.00	31.36	188.13
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	25.00 LF	0.00	2.37	42.18	11.86	113.29
Concrete sidewalk - finished in place	61.00 SF	0.00	14.05	10.80	171.42	1,039.27
Totals: 120 Edgewater Trl				52.98	257.66	1,598.83

601 Redbud Terr - *Across The Street

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	68.00 SF	2.57	0.00	0.00	34.96	209.72
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	34.00 LF	0.00	2.37	57.36	16.12	154.06
Concrete sidewalk - finished in place	68.00 SF	0.00	14.05	12.04	191.08	1,158.52
Totals: 601 Redbud Terr - *Across The Street				69.40	285.18	1,780.44

919 Duncan Terr

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	46.40 SF	2.57	0.00	0.00	23.86	143.11
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	24.00 LF	0.00	2.37	40.49	11.38	108.75
Concrete sidewalk - finished in place	46.40 SF	0.00	14.05	8.21	130.38	790.51
Totals: 919 Duncan Terr				48.70	208.64	1,300.51

143 Manous Dr -*Across The Street

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	52.00 SF	2.57	0.00	0.00	26.72	160.36
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14



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

CONTINUED - 143 Manous Dr -*Across The Street

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1"x 4" Concrete form boards	26.00 LF	0.00	2.37	43.87	12.32	117.81
Concrete sidewalk - finished in place	52.00 SF	0.00	14.05	9.20	146.12	885.92
Totals: 143 Manous Dr -*Across The Street				53.07	228.18	1,422.23

686 Lorimore Pass

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	60.00 SF	2.57	0.00	0.00	30.84	185.04
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	30.00 LF	0.00	2.37	50.62	14.22	135.94
Concrete sidewalk - finished in place	60.00 SF	0.00	14.05	10.62	168.60	1,022.22
Totals: 686 Lorimore Pass				61.24	256.68	1,601.34

750 Crescent Circle

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Concrete sidewalk - finished in place	48.00 SF	2.57	0.00	0.00	24.68	148.04
General Demolition - per hour	4.96 HR	43.37	0.00	0.00	43.02	258.14
1"x 4" Concrete form boards	24.00 LF	0.00	2.37	40.49	11.38	108.75
Concrete sidewalk - finished in place	48.00 SF	0.00	14.05	8.50	134.88	817.78
Totals: 750 Crescent Circle				48.99	213.96	1,332.71

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Generator - 6,000 - 10,000 watt - portable (per day)	4.00 DA	0.00	85.00	0.00	68.00	408.00
Jack Hammer (per day)	3.00 DA	0.00	165.00	0.00	99.00	594.00
Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA	674.88	0.00	0.00	269.96	1,619.72
Dump truck and operator - Per Day	3.00 DA	0.00	460.00	0.00	276.00	1,656.00



Parker Young Construction, LLC

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

CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Miscellaneous Concrete - Minimum Delivery/Fuel Charge	3.00 EA	0.00	400.00	0.00	240.00	1,440.00
Miscellaneous Concrete - Relocation Fee	9.00 EA	0.00	165.00	0.00	297.00	1,782.00
Commercial Supervision / Project Management - per hour	12.00 HR	0.00	83.00	0.00	199.20	1,195.20
Totals: General				0.00	1,449.16	8,694.92
Line Item Totals: CITYOFHOLLYSPRINGSW				735.16	4,629.00	28,509.10



Parker Young Construction, LLC

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

Summary

Line Item Total	23,144.94
Overhead	2,314.50
Profit	2,314.50
Material Sales Tax	735.16
Replacement Cost Value	\$28,509.10
Net Claim	\$28,509.10



C. STEPHEN MACON



Parker Young Construction, LLC

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

Recap by Room

Estimate: CITYOFHOLLYSPRINGSW

906 Marabella Ln	1,853.18	8.01%
922 Marabella Ln	1,354.64	5.85%
926 - 928 Marabella Ln	1,781.96	7.70%
208 - 210 Glenwood Dr	1,181.36	5.10%
330 Abbey Ct	856.10	3.70%
138 - 140 Edgewater Trl	1,620.56	7.00%
120 Edgewater Trl	1,288.19	5.57%
601 Redbud Terr - *Across The Street	1,425.86	6.16%
919 Duncan Terr	1,043.17	4.51%
143 Manous Dr -*Across The Street	1,140.98	4.93%
686 Lorimore Pass	1,283.42	5.55%
750 Crescent Circle	1,069.76	4.62%
General	7,245.76	31.31%
Subtotal of Areas	23,144.94	100.00%
Total	23,144.94	100.00%



Parker Young Construction, LLC

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

Recap by Category

O&P Items	Total	%
CONCRETE & ASPHALT	14,074.21	49.37%
GENERAL DEMOLITION	5,859.73	20.55%
HEAVY EQUIPMENT	1,875.00	6.58%
LABOR ONLY	996.00	3.49%
TEMPORARY REPAIRS	340.00	1.19%
O&P Items Subtotal	23,144.94	81.18%
Overhead	2,314.50	8.12%
Profit	2,314.50	8.12%
Material Sales Tax	735.16	2.58%
Total	28,509.10	100.00%

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act creating a new charter for the City of Holly Springs in the County of
2 Cherokee, approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an
3 Act approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
4 (Ga. L. 2014, p. 4287), so as to provide for partisan elections; to provide for a referendum,
5 effective dates, and automatic repeal; to provide for related matters; to repeal conflicting
6 laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 An Act creating a new charter for the City of Holly Springs in the County of Cherokee,
10 approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an Act
11 approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
12 (Ga. L. 2014, p. 4287), is amended by adding a new section to read as follows:

13 "SECTION 5.03A.

14 Partisan elections.

15 For the 2023 general municipal election, and all subsequent elections for the city, the city
16 and political parties shall be authorized to conduct primaries for city offices and candidates
17 for city offices shall be listed with either a party or an independent designation. Any such
18 primaries shall be conducted as provided for in Chapter 2 of Title 21 of the O.C.G.A, the
19 'Georgia Election Code.'"

20 **SECTION 2.**

21 The municipal election superintendent of the City of Holly Springs shall call and conduct a
22 special election as provided in this section for the purpose of submitting this Act to the
23 electors of the City of Holly Springs for approval or rejection. The municipal election
24 superintendent shall conduct such election on the Tuesday next following the first Monday
25 in November, 2022, and shall issue the call and conduct such election as provided by general
26 law. The municipal election superintendent shall cause the date and purpose of the election
27 to be published once a week for two weeks immediately preceding the date thereof in the
28 official organ of Cherokee County. The ballot shall have written or printed thereon the
29 words:

30 "() YES Shall the Act which provides that the future elections for the City of Holly
31 () NO Springs shall be partisan instead of nonpartisan be approved?"

32 All persons desiring to vote for approval of this Act shall vote "Yes," and all persons desiring
33 to vote for rejection of this Act shall vote "No." If more than one-half of the votes cast on
34 such question are for approval of this Act, then Section 1 of this Act shall become effective
35 on January 1, 2023. If more than one-half of the votes cast on such question are for rejection
36 of the annexation, this Act shall not become effective and shall be automatically repealed on
37 the first day of January immediately following such election date. The expense of such

election shall be borne by the City of Holly Springs. It shall be the election superintendent's duty to certify the result thereof to the Secretary of State.

SECTION 3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act creating a new charter for the City of Holly Springs in the County of
2 Cherokee, approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an
3 Act approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
4 (Ga. L. 2014, p. 4287), so as to provide for election by majority vote; to provide for a
5 referendum, effective dates, and automatic repeal; to provide for related matters; to repeal
6 conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 An Act creating a new charter for the City of Holly Springs in the County of Cherokee,
10 approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an Act
11 approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
12 (Ga. L. 2014, p. 4287), is amended by repealing subsection (f) of Section 5.02.

13 **SECTION 2.**

14 Said Act is further amended by revising Section 5.03 as follows:

15 "SECTION 5.03.

16 Election at large; majority vote.

17 The councilmember for each ward and the mayor shall be elected by the qualified electors
18 of the city at large, and each candidate for mayor and city council receiving a majority of
19 the votes cast from the city at large shall be declared elected."

20 **SECTION 3.**

21 The municipal election superintendent of the City of Holly Springs shall call and conduct a
22 special election as provided in this section for the purpose of submitting this Act to the
23 electors of the City of Holly Springs for approval or rejection. The municipal election
24 superintendent shall conduct such election on the Tuesday next following the first Monday
25 in November, 2022, and shall issue the call and conduct such election as provided by general
26 law. The municipal election superintendent shall cause the date and purpose of the election
27 to be published once a week for two weeks immediately preceding the date thereof in the
28 official organ of Cherokee County. The ballot shall have written or printed thereon the
29 words:

30 "() YES Shall the Act which provides that the mayor and councilmembers of the
31 () NO City of Holly Springs be elected by majority vote of the electors of the city
32 be approved?"

33 All persons desiring to vote for approval of this Act shall vote "Yes," and all persons desiring
34 to vote for rejection of this Act shall vote "No." If more than one-half of the votes cast on
35 such question are for approval of this Act, then Section 1 and Section 2 of this Act shall
36 become effective on January 1, 2023. If more than one-half of the votes cast on such
37 question are for rejection of the annexation, this Act shall not become effective and shall be
38 automatically repealed on the first day of January immediately following such election date.

39 The expense of such election shall be borne by the City of Holly Springs. It shall be the
40 election superintendent's duty to certify the result thereof to the Secretary of State.

41 **SECTION 4.**

42 Except as otherwise provided in Section 3 of this Act, this Act shall become effective upon
43 its approval by the Governor or upon its becoming law without such approval.

44 **SECTION 5.**

45 All laws and parts of laws in conflict with this Act are repealed.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **ORD-03-2022**, Amendment to Code of the City of Holly Springs, Georgia, Chapter 18-Building and Building Regulations, Article IV-Administration and Enforcement of State Minimum Standard Codes

DATE: March 18, 2022

COUNCIL MEETING DATE: March 21, 2022

This ordinance will update the City's reference and terminology to applicable building and fire codes with the current state approved codes. Staff recommends the following changes and deletions to Chapter 18, Building and Building Regulations, of the Code of the City of Holly Springs, Article IV, Administration and Enforcement of State Minimum Standard Codes, Section 18-53, Scope.

Article IV, Administration and Enforcement of State Minimum Standard Codes, Section 18-53, Scope.

Sec. 18-53. - Scope.

(a) *Applicability:*

(7) Fire prevention. The provisions of the International Fire Prevention Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alterations, repairs, equipment, use and occupancy, location, maintenance, of every building or structure or any appurtenances connected or attached to such buildings or structures. In addition, the state minimum fire safety standards adopted in the rules and regulations promulgated pursuant to O.C.G.A. Title 25, Chapter 2 (O.C.G.A. § 25-2-1 et seq.), including all subsequent revisions thereof, are hereby adopted and incorporated by reference to this Chapter. The following regulations are also adopted and incorporated by reference to this Chapter:

- a. Appendix B, Appendix C, and Appendix D of the adopted International Fire Code (hereinafter "IFC");
- b. Georgia State Minimum Standard Codes provided for in divisions (9)(A)(i) and (9)(B)(i) of Code Section 8-2-20 Building Code including all subsequent revisions thereof, as adopted by the Georgia Department of Community Affairs; and
- c. Article 3 of Title 8 Chapter 2 of the official Code of Georgia entitled, "Application of Existing Building and Fire Related Codes to Existing Buildings" also known to

be cited as "The Uniform Act for the Application of Building and Fire Related Codes to Existing Buildings."

The state minimum fire safety standards shall apply to all structures within the City of Holly Springs, provided that one-family and two-family dwellings and two-family row houses (townhouses) separated by a 2-hour fire wall and two-family townhouses separated by a 2-hour fire wall shall be exempted.

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, BUILDING AND BUILDING REGULATIONS, CHAPTER 18 OF THE HOLLY SPRINGS MUNICIPAL CODE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Chapter 18, Building and Building Regulations, Article IV, Administration and Enforcement of State Minimum Standard Codes, Section 18-53, Scope of the City of Holly Springs Municipal Code, be amended with the following:

Sec. 18-53. - Scope.

(a) *Applicability:*

(7) *Fire prevention.* The provisions of the International Fire Prevention Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alterations, repairs, equipment, use and occupancy, location, maintenance, of every building or structure or any appurtenances connected or attached to such buildings or structures. In addition, the state minimum fire safety standards adopted in the rules and regulations promulgated pursuant to O.C.G.A. Title 25, Chapter 2 (O.C.G.A. § 25-2-1 et seq.), including all subsequent revisions thereof, are hereby adopted and incorporated by reference to this Chapter. The following regulations are also adopted and incorporated by reference to this Chapter:

- a. Appendix B, Appendix C, and Appendix D of the adopted International Fire Code (hereinafter "IFC");
- b. Georgia State Minimum Standard Codes provided for in divisions (9)(A)(i) and (9)(B)(i) of Code Section 8-2-20 Building Code including all subsequent revisions thereof, as adopted by the Georgia Department of Community Affairs; and
- c. Article 3 of Title 8 Chapter 2 of the official Code of Georgia entitled, "Application of Existing Building and Fire Related Codes to Existing Buildings" also known to be cited as "The Uniform Act for the Application of Building and Fire Related Codes to Existing Buildings."

The state minimum fire safety standards shall apply to all structures within the City of Holly Springs, provided that one-family and two-family dwellings and two-family row houses (townhouses) separated by a 2-hour fire wall and two-family townhouses separated by a 2-hour fire wall shall be exempted.

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

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

SO ORDAINED, this 21st day of March, 2022.

.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:



PROCLAMATION - SAFE DIGGING MONTH

March 21, 2022

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

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

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

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

THEREFORE, I do hereby proclaim, on behalf of the City of Holly Springs, the month of April 2022 as Safe Digging Month and encourage contractors and homeowners throughout the City of Holly Springs to always call 811 before digging. Safe digging is no accident!

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
February 7, 2022

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

Elected Officials Absent: Councilman Kevin Moore.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, Chief Tommy Keheley, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Economic Development Director/Assistant City Clerk Erin Honea, and Captain Mike Hales.

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 and enter into Executive Session for the purpose of Real Estate. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Meeting adjourned.

City of Holly Springs
City Council Work Session Meeting Minutes
February 28, 2022

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, Captain Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Facilities Manager/IT Manager Ron Carter.

Mayor Miller called the Work Session to order.

Dr. Ray Lynch introduced himself to Council and announced that he would be running for the Cherokee County Board of Education, District 6.

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 Public Hearing Minutes
February 28, 2022

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, Captain Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Facilities Manager/IT Manager Ron Carter.

Mayor Miller called the Work Session to order.

City Manager Robert H. Logan discussed the Urban Redevelopment Plan Amendment.

No public comments.

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

City of Holly Springs
City Council Business Meeting Minutes
February 28, 2022

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, Captain Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Facilities Manager/IT Manager Ron Carter.

Mayor Miller called the Business Meeting to order.

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

Mayor Miller presented an Optimist Day Proclamation to Debbie Rabjohn, Holly Springs Optimist Club President.

Chief Tim Prather presented the Cherokee County Fire & Emergency Services 2021 Annual Report.

Mayor Pro Tem Zenchuk made a motion to add Items 4-7 to the Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Consent Agenda

1. January 3, 2022 Council Meeting Minutes
2. January 20, 2022 Council Meeting Minutes
3. A resolution declaring certain property as surplus and authorizing its sale or disposal
4. A resolution to support amending the Georgia Elections Code to allow municipalities and counties to use instant runoff voting in local elections
5. Addendum # 2 to Master Services Agreement #60922 between MCCi, Inc. and the City of Holly Springs, Georgia and authorize and ratify the signature of Economic Development Director/Assistant City Clerk
6. Installation of streetlights on Hickory Road in front of Holly Springs Elementary School
7. A proposal from Hutcheson Horticultural Co. for tree pruning and the installation of pine straw in the median on Sixes Road in an amount not to exceed \$3,456

Mayor Pro Tem Zenchuk made a motion to approve the February 28, 2022 Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Finance Director Denise Lamazares announced the January 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)

Lighting Services Agreement



Customer Legal Name City of Holly Springs DBA _____

Service Address 4228 Holly Springs Pkwy Road Widening PH2 Holly Springs GA 30115 County Cherokee County

Mailing Address PO Box 990 Holly Springs GA 30142

Email rlogan@hollyspringsga.us Tel # 770-345-5536 Alt Tel # _____

Tax ID# _____ Business Description Gov't Streetscape

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? #Error

Selected Components				
Action	Qty	Wattage	Type	Description
INS	82	100	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$1,608.02	\$276.34	\$1,884.36

Term (Months)	1
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* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	N/A

Pre-Payment (\$)
\$439,813.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Russell Smith
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

AGREEMENT

This Agreement among Advanced Metal Fabrication, Inc. (“AMF”), the Urban Redevelopment Agency of the City of Holly Springs, Georgia (“URA”) and the City of Holly Springs, Georgia (“City”) is made this 1st day of March 2022.

WHEREAS, AMF has been operating a business located at 411 Hickory Rd., Building C, Holly Springs, Georgia (“Property”); and

WHEREAS, the City owns the Property and has provided notice to AMF to vacate the Property by April 30, 2022; and

WHEREAS, the City has agreed to pay \$200,000 towards the cost of moving AMF’s equipment; and

WHEREAS, AMF has requested that the City allow it to remove the metal building known as Building C from the Property for use elsewhere and the City and URA have agreed to that;

NOW THEREFORE, in exchange of the mutual covenants contained herein the parties have agreed as follows:

1. AMF agrees to vacate the Property on or before April 30, 2022. This will include AMF removing all of its equipment and the metal building on or before April 30, 2022. AMF will leave the Property with only the concrete pad in place.
2. If AMF has removed its equipment and the metal building by April 30, 2022, the City will pay AMF \$200,000.
3. If AMF has not removed all of its equipment and the metal building by April 30, 2022, the City will have no obligation to make the payment of \$200,000.
4. In either event, upon payment of the \$200,000 or the failure of AMF to vacate the Property by April 30, 2022, the City and the URA shall have no further obligation to AMF. By executing this Agreement, AMF is releasing the City and the URA from any claims beyond the terms contained in this Agreement which arise out of having to vacate the Property and move its business.
5. This written agreement contains the entire agreement among the parties with respect to the subject matter and supersedes any other promises, discussions and understandings, whether written or oral, or express or implied.

{Signature Page to Follow}

IN WITNESS of this Agreement the parties have signed below.

Advanced Metal Fabrication, Inc.

City of Holly Springs, Georgia

John Holcomb, President

Steven W. Miller, Mayor

Urban Redevelopment Agency of the
City of Holly Springs, Georgia

Ollie Evans, Chairman

AGREEMENT

This Agreement among AW Global Productions, LLC ("AW Global"), the Urban Redevelopment Agency of the City of Holly Springs, Georgia ("URA") and the City of Holly Springs, Georgia ("City") is made this 1st day of March 2022.

WHEREAS, AW Global has been leasing property at 411 Hickory Rd., Holly Springs, Georgia ("Property"); and

WHEREAS, the City owns the Property and has provided notice to AW Global to vacate the Property by April 30, 2022; and

WHEREAS, the City has agreed to pay \$32,930 towards the cost of moving AW Global's equipment and vehicles; and

WHEREAS, AW Global has requested that the City allow it to remove the metal building known as Building D from the Property for use elsewhere and the City and URA have agreed to that;

NOW THEREFORE, in exchange of the mutual covenants contained herein the parties have agreed as follows:

1. AW Global agrees to vacate the Property on or before April 30, 2022. This will include AW Global removing all of its equipment, vehicles and the metal building on or before April 30, 2022. AW Global will leave the Property with only the concrete pad in place.
2. If AW Global has removed its equipment, vehicles and the metal building by April 30, 2022, the City will pay its towing/moving company up to \$32,930.
3. In either event, upon payment of the \$32,930 or the failure of AW Global to vacate the Property by April 30, 2022, the City and the URA shall have no further obligation to AW Global. By executing this Agreement, AW Global is releasing the City and the URA from any claims beyond the terms contained in this Agreement which arise out of having to vacate the Property.
4. This written agreement contains the entire agreement among the parties with respect to the subject matter and supersedes any other promises, discussions and understandings, whether written or oral, or express or implied.

{Signature Page to Follow}

IN WITNESS of this Agreement the parties have signed below.

AW Global Productions, LLC

City of Holly Springs, Georgia

Andrew Ward, Owner

Steven W. Miller, Mayor

Urban Redevelopment Agency of the
City of Holly Springs, Georgia

Ollie Evans, Chairman



FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the e fleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM_____ Customer_____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Holly Springs, Georgia ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri-Georgia (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Holly Springs, Georgia (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Company_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Holly Springs, Georgia ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri-Georgia (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Holly Springs, Georgia (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



Anne Dover
Director

2782 Marietta Hwy., Suite 100
Canton, Georgia 30114
Phone: 770-479-0407
Fax: 678-493-4703

February 25, 2022

Karen Norred, City Clerk
City of Holly Springs
P O Box 990
Holly Springs, GA 30142

Dear Karen,

Enclosed is amended intergovernmental agreement. We have made a change to page 5, section 4, first paragraph. See below:

It is understood between the parties that should a City Election be held in conjunction with a County, State, and/or Federal Election, the City shall not be responsible for any costs of the election.

It is further understood between the parties that a "stand alone" City Election conducted by the County on behalf of the City will mean the City will bear the full cost associated with said election in accordance with Exhibit "A"; and

Please have this agreement signed and return as soon as possible. I hope that this will ease some of the financial burdens for the city when it is election time.

Best regards,

A handwritten signature in cursive script that reads "Anne".

Anne Dover, Director
Cherokee County Elections

STATE OF GEORGIA
COUNTY OF CHEROKEE

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF
HOLLY SPRINGS, GEORGIA**

THIS AGREEMENT entered into between the City of Holly Springs, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, (including the Cherokee County Board of Elections and Registration) hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the Georgia General Assembly created a Cherokee County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 1991, p. 3830, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the city, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520, *et seq.*, and run-off elections, hereinafter referred to as the "City Elections") as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20, *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Conduct of City Elections

This Agreement shall govern the conduct of all the City Elections by the County. Polling places for City Elections shall be at locations mutually acceptable to the City and County. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

The services to be performed pursuant to this Agreement shall commence upon signing of this Agreement and expire on January 1, 2023. This Agreement shall automatically be renewed for two (2) additional one-year terms (the "Renewal Term"), unless either party provides to the other party at least ninety (90) days written notice of termination prior to January 1, 2023. The rates set forth on Exhibit "A" shall be re-negotiated between the parties for any Renewal Term to account for increased costs to the County for provision of these services.

This Agreement may be terminated by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time during the initial term or the Renewal Term.

In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.

In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The Supervisor of Elections and Registration of the Cherokee County Board of Elections and Registration, or his/her designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- a. Adoption of Election Resolutions and Calls, including placement of and payment for required advertisements, for City Elections ("the Calls") as required by Title 21 of the Official Code of Georgia:
- b. Pursuant to O.C.G.A. § 21-2-130, *et seq.*, setting of qualifying fees, placement of and payment for advertisements in the City's legal organ for qualifying of candidates and amounts of qualifying fees, (hereinafter "Qualifying");
- c. Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130, *et seq.* All Qualifying fees shall be deposited into the City's general fund to help cover election costs;
- d. Submitting Resolutions and other appropriate election information as required to the Cherokee County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493
- e. Performing qualifying officer duties as required by the Georgia Government Transparency & Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- f. Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- g. Paying for change of precinct voter registration cards and notifications of changes in polling places for City residents;
- h. Ensuring that the City Clerk is available and readily accessible to the County: 1) during absentee voting periods under O.C.G.A. § 21-2-380; 2) all day on the day preceding day of, and day after any City Election; and 3) as may subsequently be necessary and requested by the County after any City Elections;
- i. Providing to the County a detailed map showing the City's Municipal Boundaries, Municipal Precinct Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226 (c);
- j. Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- k. Being responsible for all other required advertisements, except as specifically stated otherwise herein; and
- l. Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Supervisor of Elections and Registration shall:

- a. Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- b. Hire, train, supervise and pay poll officers and absentee ballot clerks;
- c. Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- d. Perform duties of election superintendent and absentee ballot clerk for City Elections;
- e. Place advertisements in the City's legal organ regarding logic and accuracy testing as required by Sections 183-1-12 - .02 and .07 of the Georgia Administrative Code (to be paid by the City in the event of no County/State/Federal election.);
- f. Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and to conduct recounts as may be required;
- g. Certify City Election returns pursuant to O.C.G.A. § 21-2-493; submit certified City Election returns to the Georgia Secretary of State or City Clerk, or as otherwise required by law;
- h. Upon receipt of a notice from the City of a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts (costs involved for sending new voter registration cards will be borne by the City); and
- i. Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying, Calls, and filing of State Ethics Commission Reports.)

In the event that a City Election is contested, the City shall defend and/or bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees and expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. It is not the intent of the parties that the city should reimburse costs unreasonably incurred by the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(4)

Costs Associated with Elections

It is understood between the parties that should a City Election be held in conjunction with a County, State, and/or Federal Election, the City shall not be responsible for any costs of the election.

It is further understood between the parties that a "stand alone" City Election conducted by the County on behalf of the City will mean the City will bear the full cost associated with said election in accordance with Exhibit "A"; and

The costs of any City Election shall be billed to the City within ninety (90) days after the date of the City Election. A detailed statement showing all costs and expenses incurred by the County, with the City's portion (if not a "stand alone" election) of said costs reflected, shall be submitted to the Office of the City Clerk, P. O. Box 990 Holly Springs, Georgia 30142. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Cherokee County, Georgia and remitted to the County Supervisor of Elections and Registration at 2782 Marietta Hwy., Canton, GA 30114.

(5)

Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within sixty (60) days of receipt of any invoice for reimbursement from the County. All legal services and defenses of litigation required by any Board or person arising from the aforementioned election under this Agreement shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Supervisor shall have authority to engage the Cherokee County Attorney at the expense of the City; provided however, that all requests for legal assistance by the Cherokee County Board of Elections and Registration from the City Attorney to provide such services shall be communicated in writing to the City Manager, before the City will be obligated to pay for legal services under this paragraph; provided further that the failure of the City Attorney to respond to a request made hereunder, within a responsible time shall be deemed to be a refusal to furnish such service. County shall notify the City Manager in writing of the determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

Miscellaneous

- Section 601.** **Assignment.** Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- Section 602.** **Amendment.** The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- Section 603.** **Construction of Agreement.** This Agreement shall be construed under the laws of the State of Georgia.
- Section 604.** **Severability.** If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- Section 605.** **Notice.** Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Holly Springs, Georgia:

Attn: Mayor
P. O. Box 990
Holly Springs, Georgia 30142

Cherokee County, Georgia:

Cherokee County Supervisor of Elections and Registration
2782 Marietta Hwy., Suite 100
Canton, Georgia 30114

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

Section 606. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 607. **Uncontrollable Circumstance.** The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations to include, but not limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

Section 608. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

Section 609. **Authority to Enter Agreement.** Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day
of _____, 20_____.

City of Holly Springs, Georgia

Cherokee County, Georgia

By: Steven W. Miller, Mayor

By: Harry Johnston, Chairman

Attest: _____
Karen Norred, City Clerk (Seal)

Attest: _____
County Clerk (Seal)

Cherokee County Board of Elections & Voter Registration

By: Alan Shinall, Chairman

**EXHIBIT A
FEE SCHEDULE**

Development and Administration of Poll Worker Training ----- \$750

- Poll worker recruitment and assignment
- Development of training curriculum
- Conducting training sessions

Logic and Accuracy Testing

- Advertisement in legal organ ----- Actual cost
- Labor ----- \$15 per hour, per person

Delivery and Setup of Voting Equipment

- Delivery crew labor ----- \$15 per hour, per person
- Training of delivery crew ----- \$20 per person
- Truck rental and insurance ----- Actual cost
- Refuel for truck ----- Actual cost
- Mileage for van ----- Actual cost

Facilities

- Facility rental (Churches) ----- \$100 per facility
- Library staff (after hours) ----- \$10 per hour
- Carpet cleaning (If necessary) ----- Actual cost

Consumables

- Ballot security paper ----- .13 each
- Toner for ballot printers ----- \$10 per machine

Vote-by-Mail

- Ballot set-up and printing ----- Actual cost
- Ballot postage ----- Actual cost
- Processing of vote-by-mail applications and ballots ----- \$5 each

Payroll

- Early Voting Poll Workers (two possible locations) ----- Actual cost, includes training
 1. Manager (1 per location) = \$17 per hour
 2. Assistant Manager (2 per location) = \$15 per hour
 3. Clerk = \$12 per hour
- Advance Voting and Election Day Poll Workers (Flat rate per day) ----- Actual cost, includes training
 1. Manager (1 per location) = \$220
 2. Assistant Manager (2 per location) = \$170
 3. Clerk = \$140
- Election Day technicians ----- \$15 per hour, per person
- Technician training ----- \$20 per person
- Labor to unload supplies returned by poll workers on election day ----- \$50 per person
- Staff overtime ----- Actual cost
- Miscellaneous labor not listed ----- Actual cost
- Mileage for technicians, board members and staff ----- .45 per mile

Tabulation and Electronic Posting of Results ----- \$250

- Sequestered workers (if necessary) ----- \$12 per hour, per person

Certification of Results, including Provisional Voter research ----- \$250

* 10% Administrative Fee to cover undefined costs such legal consultations, executing the contract, billing, and supplies.

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 2.38+/- acres, identified as tax parcel 51 of tax plat 93N00, Land Lot 344 of the 15th District of Cherokee County, from R-20, Single Family Residential, to TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by SDH Atlanta, LLC, requesting rezoning in the City of Holly Springs, Georgia, concerning 2.38+/- acres, identified as tax parcel 51 of tax plat 93N00, Land Lot 344 of the 15th District of Cherokee County, from R-20, Single Family Residential, 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 2.38+/- acres, identified as tax parcel 51 of tax plat 93N00, Land Lot 344 of the 15th District of Cherokee County, is hereby rezoned from R-20, Single Family Residential, 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 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 5.88 units per acre, or a maximum of 14 fee simple single-family residential townhome dwelling units.
6. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cedar shake type and/or Hardi-plank and combinations thereof, one of which must be brick or stone, and follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts. Additional review and approval by the Town Center Architect shall be required.
7. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
8. Garage doors shall be setback a minimum of 20 feet from the back of sidewalks.
9. Signage at the entrance point shall be ground based, monument style, in compliance with Article 10, Signs and Outdoor Advertising and shall complement the high quality, architectural vision and style of the proposed homes. The entrance areas shall be professionally designed, landscaped and maintained.
10. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
12. The required undisturbed and/or planted buffer on the northern property line may be reduced to 20 feet.
13. Entrance design and improvements to Holly Springs Parkway shall be provided as per determination and recommendation of the City Engineer.
14. All construction and employee vehicles and equipment will be parked, and otherwise located, on the property during development of infrastructure and construction of residences and shall not be parked on or along Holly Springs Parkway. There will be no stacking of vehicles along any roadway waiting for entry onto the property.

Section 3

This ordinance shall become effective March 21, 2022, 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 21st day of March, 2022, 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)



FINANCIAL HIGHLIGHTS
February 28, 2022



Budget Summary
17% of year lapsed

Unaudited

	2021 Year End Actual	2022 Budget	2022 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	11,574,315	10,375,000	1,258,946	12.13%
Operating Grant Fund	135,670	90,000	12,027	13.36%
American Rescue Plan (ARP) Act of 2021	2,883,771	5,767,700	249	0.00%
Parks & Recreation Fund	466,325	407,150	77,073	18.93%
Hotel/Motel Tax Fund	4,945	6,000	558	9.31%
Urban Redevelopment Agency	1,169,551	9,375,000	406,549	4.34%
SPLOST III Fund	6,039	286,000	-	0.00%
SPLOST IV Fund	6	69,000	-	0.00%
SPLOST V Fund	3,002,527	7,950,000	470,362	5.92%
Town Center Fund	1,398,696	9,428,400	406,549	4.31%
Debt Service Fund	150,373	2,000,000	-	0.00%
Stormwater Utility Fund	457,678	460,000	12,317	2.68%
Municipal Court Fund	1,098,966	940,500	119,898	12.75%
TOTAL REVENUES - ALL FUNDS	\$ 22,348,862	\$ 47,154,750	\$ 2,764,529	5.86%

EXPENDITURES/EXPENSES BY FUND				
General Fund	9,537,353	10,375,000	998,080	9.62%
Operating Grant Fund	135,667	90,000	12,150	13.50%
American Rescue Plan (ARP) Act of 2021	-	5,767,700	-	0.00%
Parks & Recreation Fund	193,478	407,150	15,093	3.71%
Hotel/Motel Tax Fund	5,295	6,000	-	0.00%
Urban Redevelopment Agency	1,169,551	9,375,000	406,549	4.34%
SPLOST III Fund	-	286,000	-	0.00%
SPLOST IV Fund	-	69,000	-	0.00%
SPLOST V Fund	1,228,243	7,950,000	52,561	0.66%
Town Center Fund	1,700,438	9,428,400	158,593	1.68%
Debt Service Fund	1,307,698	2,000,000	351,532	17.58%
Stormwater Utility Fund	233,510	460,000	35,660	7.75%
Municipal Court Fund	1,065,831	940,500	121,906	12.96%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 16,577,063	\$ 47,154,750	\$ 2,152,125	4.56%



**Comparison to Prior Year
17% of year lapsed**

	2/28/2021 Actual (unaudited)	2021 Annual Amended Budget	% of Annual Budget	2/28/2022 Actual	2022 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	1,430,539	10,535,000	13.58%	1,258,946	10,375,000	12.13%
Operating Grant Fund	4,917	125,000	3.93%	12,027	90,000	13.36%
American Rescue Plan (ARP) Act of 2021	-	2,883,302	0.00%	249	5,767,700	0.00%
Parks & Recreation Fund	76,300	410,000	18.61%	77,073	407,150	18.93%
Hotel/Motel Tax Fund	720	6,000	12.00%	558	6,000	9.31%
Urban Redevelopment Agency	135,711	10,756,113	1.26%	406,549	9,375,000	4.34%
SPLOST III Fund	51	280,000	0.02%	-	286,000	0.00%
SPLOST IV Fund	4	67,800	0.01%	-	69,000	0.00%
SPLOST V Fund	402,566	4,000,000	0.00%	470,362	7,950,000	5.92%
Town Center Fund	135,723	7,846,945	1.73%	406,549	9,428,400	4.31%
Debt Service Fund	277	1,102,952	0.03%	-	2,000,000	0.00%
Stormwater Utility Fund	19,302	376,500	5.13%	12,317	460,000	2.68%
Municipal Court Fund	-	945,000	0.00%	119,898	940,500	12.75%
TOTAL REVENUES - ALL FUNDS	\$ 2,206,111	\$ 39,334,612	7.03%	\$ 2,764,529	\$ 47,154,750	5.86%

EXPENDITURES/EXPENSES BY FUND						
General Fund	1,135,058	10,535,000	10.77%	998,080	10,375,000	9.62%
Operating Grant Fund	15,934	125,000	12.75%	12,150	90,000	13.50%
American Rescue Plan (ARP) Act of 2021	-	2,883,302	0.00%	-	5,767,700	0.00%
Parks & Recreation Fund	24,596	410,000	6.00%	15,093	407,150	3.71%
Hotel/Motel Tax Fund	4,295	6,000	71.58%	-	6,000	0.00%
Urban Redevelopment Agency	135,711	10,756,113	1.26%	406,549	9,375,000	4.34%
SPLOST III Fund	-	280,000	0.00%	-	286,000	0.00%
SPLOST IV Fund	-	67,800	0.00%	-	69,000	0.00%
SPLOST V Fund	169,448	4,000,000	0.00%	52,561	7,950,000	0.66%
Town Center Fund	58,124	7,846,945	0.74%	158,593	9,428,400	1.68%
Debt Service Fund	536,368	1,102,952	48.63%	351,532	2,000,000	17.58%
Stormwater Utility Fund	26,305	376,500	6.99%	35,660	460,000	7.75%
Municipal Court Fund	-	945,000	0.00%	121,906	940,500	12.96%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 2,105,838	\$ 39,334,612	5.47%	\$ 2,152,125	\$ 47,154,750	4.56%

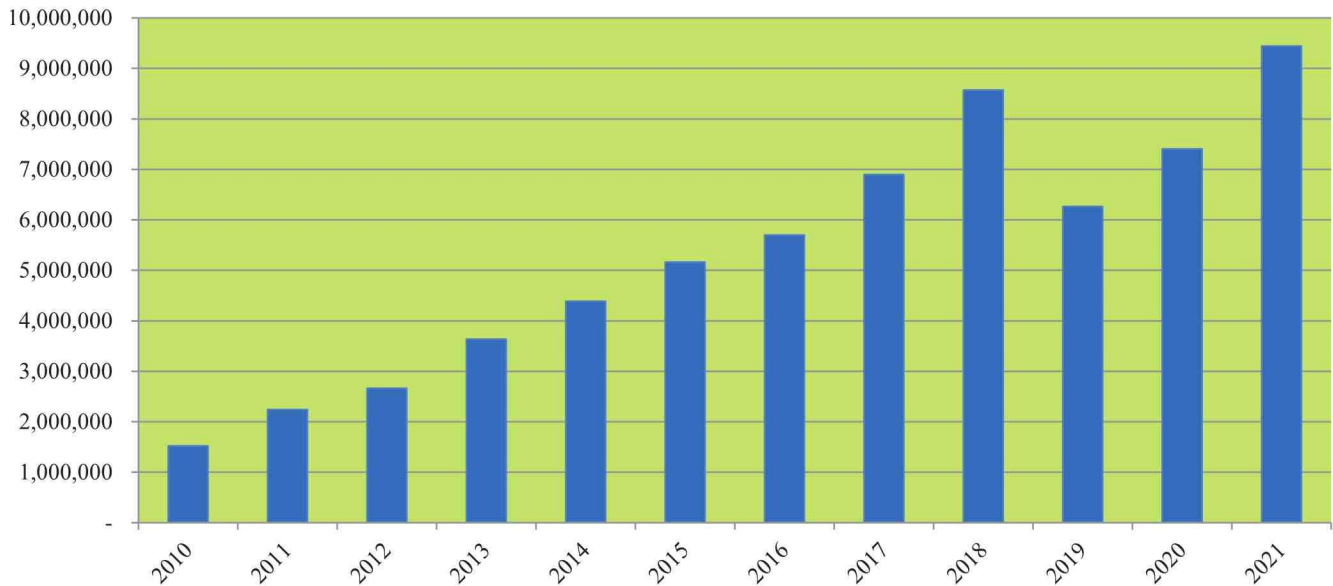


**Changes in Fund Balance/Net Position
As of February 28, 2022**

Fund	Unaudited			Unaudited	
	Balance as of 1/1/2022	Revenues	Expenditures/ Expenses	Balance as of 2/28/2022	Net Increase/ (Decrease)
General Fund	9,444,597	1,258,946	998,080	9,705,463	260,866
Operating Grant Fund	37,137	12,027	12,150	37,014	(123)
American Rescue Plan (ARP) Act of 2021	2,883,771	249	-	2,884,020	249
Parks & Recreation Fund	786,173	77,073	15,093	848,153	61,980
Hotel/ Motel Tax Fund	8,530	558	-	9,088	558
Urban Redevelopment Agency	-	406,549	406,549	-	-
SPLOST III Fund	286,145	-	-	286,145	-
SPLOST IV Fund	69,070	-	-	69,070	-
SPLOST V Fund	(2,296,654)	470,362	52,561	(1,878,853)	417,801
Town Center Fund	5,243	406,549	158,593	253,199	247,956
Debt Service Fund	435,316	-	351,532	83,784	(351,532)
Stormwater Utility Fund	4,920,874	12,317	35,660	4,897,531	(23,343)
Municipal Court Fund	72,043	119,898	121,906	70,035	(2,008)
	<u>\$ 16,652,244</u>	<u>\$ 2,764,529</u>	<u>\$ 2,152,125</u>	<u>\$ 17,264,648</u>	<u>\$ 612,404</u>

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

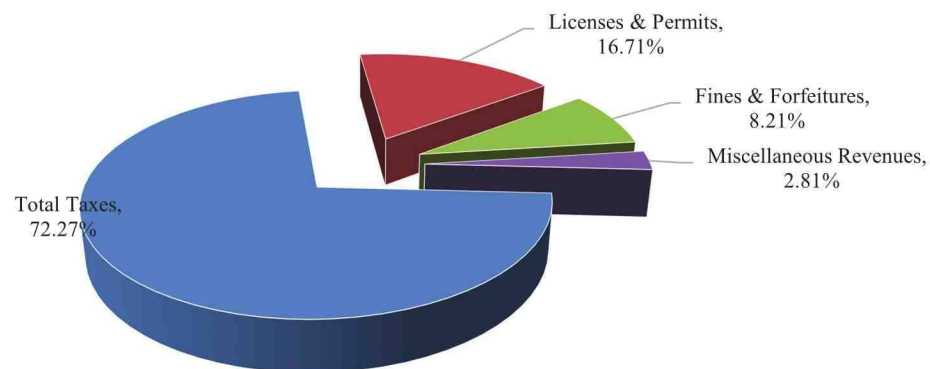




Budget Comparison Report - General Fund
17% of year lapsed

REVENUES	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Property Taxes	35,278	5,250,000	133,160	2.54%
Motor Vehicle Taxes	12,438	25,000	14,523	58.09%
Motor Vehicle Title Ad Valorem Tax	54,455	550,000	126,574	23.01%
Mobile Home Tax	-	150	-	0.00%
Recording Intangible Taxes	6,274	110,000	14,373	13.07%
Penalties & Interest	438	10,000	967	9.67%
Fifa Fees	75	2,000	105	5.25%
Franchise Tax	198,056	475,000	512,739	107.95%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	896	15,000	1,368	9.12%
Business & Occupation Tax	14,990	135,000	43,155	31.97%
Financial Institutions Tax	1,862	3,500	1,862	53.20%
Insurance Premium Tax	-	950,000	-	0.00%
Total Taxes	328,231	8,094,650	909,840	11.24%
Licenses & Permits	156,612	1,466,560	210,331	14.34%
Fines & Forfeitures	42,670	630,950	103,343	16.38%
Miscellaneous Revenues	38,475	130,340	44,909	34.46%
Interest Income	(1,177)	16,000	(9,477)	-59.23%
Proceeds from the Sale of Conf Assets	-	-	-	0.00%
Proceeds from the Sale of Assets	-	25,000	-	0.00%
Donation from Private Sources	-	11,500	-	100.00%
TOTAL GENERAL FUND REVENUES	\$ 564,811	\$ 10,375,000	\$ 1,258,946	12.13%

Revenues by Source



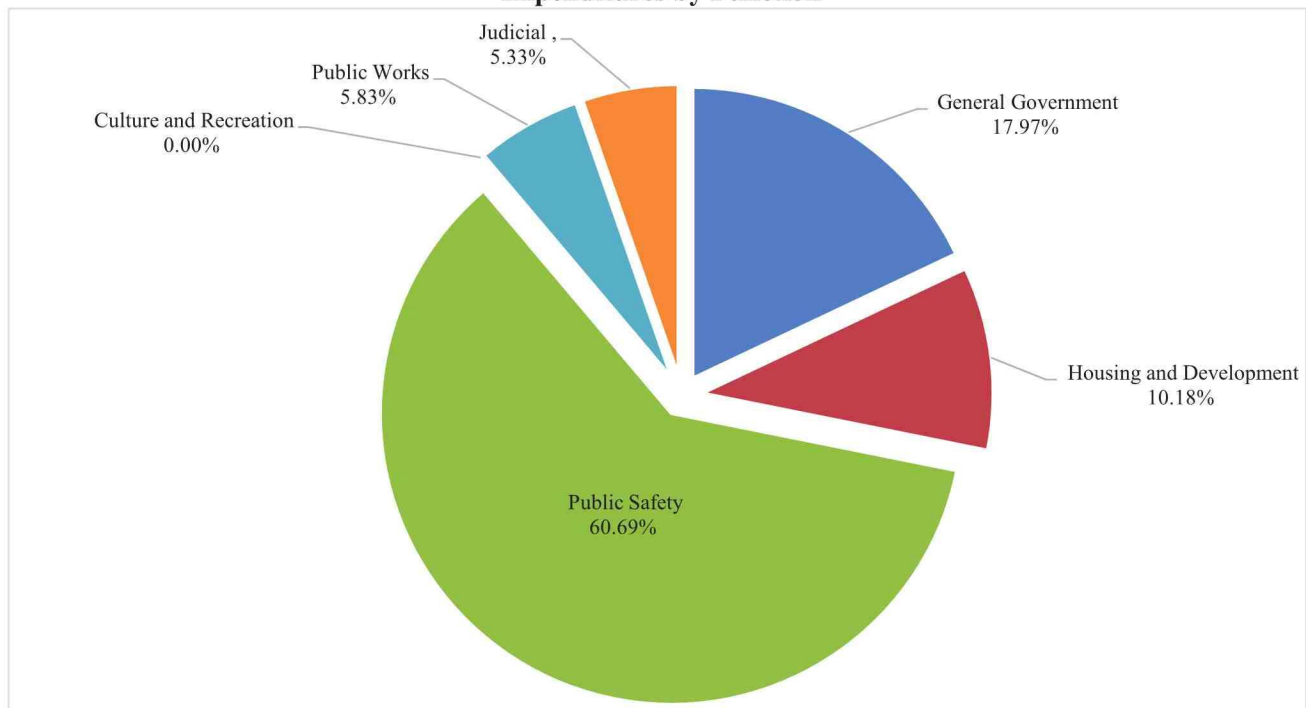
EXPENDITURES	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
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Budget Comparison Report - General Fund 17% of year lapsed

General Government	99,282	1,752,912	179,320	10.23%
Housing and Development	58,079	719,843	101,617	14.12%
Public Safety	294,556	6,766,097	605,767	8.95%
Culture and Recreation	-	39,000	-	0.00%
Public Works	51,799	677,050	58,164	8.59%
Judicial	28,039	420,098	53,214	12.67%
TOTAL GENERAL FUND EXPENDITURES	\$ 531,755	\$ 10,375,000	\$ 998,080	9.62%

Expenditures by Function





Budget Comparison Report - All Funds
17% of year lapsed

	Unaudited		Unaudited	
	2021 Year End Actuals	2022 Budget	Year to Date	% 2022 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	11,574,315	10,375,000	1,258,946	12.13%
Expenditures:	9,537,353	10,375,000	998,080	9.62%
Excess Revenues over (under) Expenditures	2,036,962	-	260,866	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	-	5,767,700	249	0.00%
Expenditures:	-	5,767,700	-	0.00%
Excess Revenues over (under) Expenditures	-	-	249	
<u>OPERATING GRANT FUND</u>				
Revenues:	135,670	90,000	12,027	13.36%
Expenditures:	135,667	90,000	12,150	13.50%
Excess Revenues over (under) Expenditures	3	-	(123)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	466,325	407,150	77,073	18.93%
Expenditures:	193,478	407,150	15,093	3.71%
Excess Revenues over (under) Expenditures	272,848	-	61,980	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	4,945	6,000	558	9.31%
Expenditures:	5,295	6,000	-	0.00%
Excess Revenues over (under) Expenditures	(350)	-	558	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	1,169,551	9,375,000	406,549	4.34%
Expenditures:	1,169,551	9,375,000	406,549	4.34%
Excess Revenues over (under) Expenditures	-	-	-	
<u>SPLOST III FUND</u>				
Revenues:	6,039	286,000	-	0.00%
Expenditures:	-	286,000	-	0.00%
Excess Revenues over (under) Expenditures	6,039	-	-	
<u>SPLOST IV FUND</u>				
Revenues:	6	69,000	-	0.00%
Expenditures:	-	69,000	-	0.00%



Budget Comparison Report - All Funds
17% of year lapsed

	Unaudited		Unaudited	
	2021 Year End Actuals	2022 Budget	Year to Date	% 2022 Annual Budget
Excess Revenues over (under) Expenditures	6	-	-	
<u>SPLOST V FUND</u>				
Revenues:	3,002,527	7,950,000	470,362	5.92%
Expenditures:	1,228,243	7,950,000	52,561	0.66%
Excess Revenues over (under) Expenditures	1,774,284	-	417,801	
<u>TOWN CENTER FUND</u>				
Revenues:	1,398,696	9,428,400	406,549	4.31%
Expenditures:	1,700,438	9,428,400	158,593	1.68%
Excess Revenues over (under) Expenditures	(301,742)	-	247,956	
<u>DEBT SERVICE FUND</u>				
Revenues:	150,373	2,000,000	-	0.00%
Expenditures:	1,307,698	2,000,000	351,532	17.58%
Excess Revenues over (under) Expenditures	(1,157,325)	-	(351,532)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	457,678	460,000	12,317	2.68%
Expenses:	233,510	460,000	35,660	7.75%
Excess Revenues over (under) Expenses	224,168	-	(23,343)	
<u>MUNICIPAL COURT FUND</u>				
Revenues:	1,098,966	940,500	119,898	100.00%
Expenses:	1,065,831	940,500	121,906	100.00%
Excess Revenues over (under) Expenses	33,135	-	(2,008)	



Investments
As of February 28, 2022

Ameris Bank

Downtown Development Authority - CD .75%		36,349
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Subtotal Ameris Bank	\$	36,349
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Goldman Sachs Autocallable GS Momentum Builder		252,041
Certificate of Deposit - CD .75% Maturity Date - 09/21/2022		303,264
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021		251,880
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022		500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022		500,000
Certificate of Deposit - CD .20% Maturity Date - 01/12/2023		250,500
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022		250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022		75,000

Subtotal South State Investment Services	\$	2,382,685
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Total Investments	\$	2,419,034
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Cash
As of February 28, 2022

Ameris Bank

Downtown Development Authority - Checking 74,692

Subtotal Ameris Bank	\$	74,692
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South State Bank

General Fund		4,739,656
Main Street Board		82,402
American Rescue Plan (ARP) Act of 2021		2,884,020
Parks & Recreation Fund		814,616
Hotel Motel Tax Fund		7,846
Money Market Account		4,753,555
Municipal Court Fund		117,350
Operating Grant Fund		24,987
Police Forfeiture Account		6,029
Police Seized Asset Account		1,461
SPLOST III		286,145
SPLOST IV		69,070
SPLOST V		753,568
Town Center Fund		251,457
Debt Service Fund		83,784
Stormwater Utility Fund		310,199
Tree Replacement Fund		9,074

Subtotal South State Bank	\$	15,195,219
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South State Investment Services

Budget Stabilization Cash Account 90

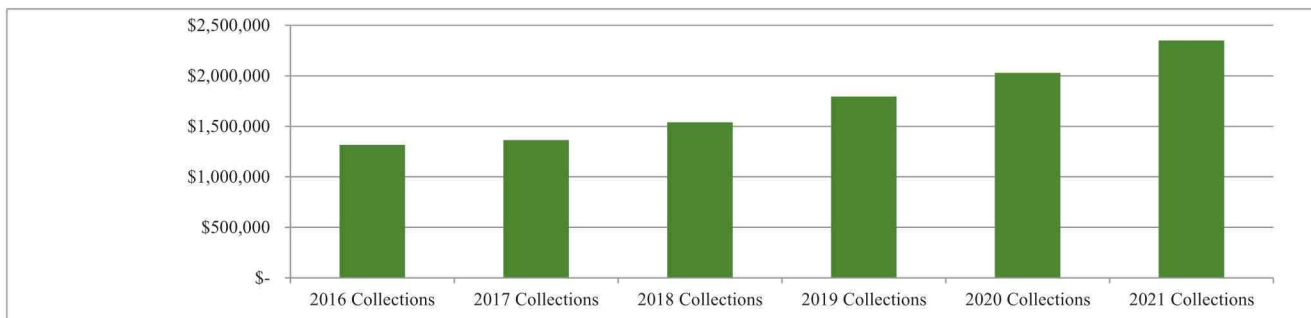
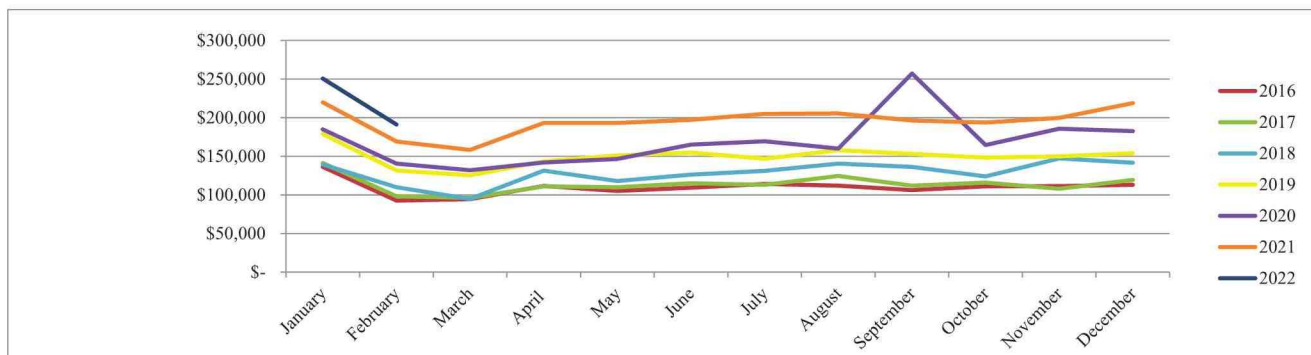
Subtotal South State Investment Services	\$	90
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Total Cash	\$	15,270,002
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Special Purpose Local Option Sales Tax Collections
As of February 28, 2022

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	2022 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	\$ 250,695	13.99%
February	92,605	98,189	109,987	131,700	140,587	169,237	191,168	12.96%
March	94,455	96,130	94,765	125,375	131,947	158,258		
April	111,527	111,048	131,392	143,535	141,914	193,138		
May	105,169	110,063	117,981	151,269	146,483	193,137		
June	109,300	114,965	126,193	154,922	165,255	197,249		
July	114,305	113,172	131,005	146,946	169,488	204,832		
August	112,004	124,429	140,651	158,066	160,110	205,351		
September	106,169	111,901	136,184	153,139	257,264	196,323		
October	111,138	115,857	124,067	148,285	164,463	193,776		
November	111,396	108,048	147,256	149,921	185,812	199,817		
December	112,996	119,270	141,583	153,903	182,579	218,887		
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 2,349,931	\$ 441,863	





**Downtown Development Authority
As of February 28, 2022**

Revenues	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	5,000	-	0.00%
Proceeds from Sale of Property		2,000,000		0.00%
TOTAL REVENUES	\$ -	\$ 2,005,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
Water & Sewer	-	2,500	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government		2,000,000		0.00%
TOTAL EXPENDITURES	\$ -	\$ 2,005,000	\$ -	0.00%



GENERAL FUND REVENUE DETAIL
As of February 28, 2022

	February 2022	2022 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	35,278	5,250,000	133,160	2.54%
Real Property Tax - Public Utility	-	60,000	-	0.00%
Personal Property Tax	1,802	185,000	7,084	3.83%
Motor Vehicle Tax	12,438	25,000	14,523	58.09%
Motor Vehicle Title Ad Valorem Tax	54,455	550,000	126,574	23.01%
Apportioned Vehicles (AAVT)	-	3,000	-	0.00%
Mobile Home Tax	-	150	-	0.00%
Intangible Tax	6,274	110,000	14,373	13.07%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	896	15,000	1,368	9.12%
Franchise Tax - Electric	198,056	475,000	512,739	107.95%
Franchise Tax - Gas	-	80,000	-	0.00%
Franchise Tax - Cable	270	235,000	52,527	22.35%
Franchise Tax - Telephone	1,397	5,000	1,402	28.04%
Business & Occupational Tax	14,990	135,000	43,155	31.97%
Insurance Premium Tax	-	950,000	-	0.00%
Financial Institutions Tax	1,862	3,500	1,862	53.20%
Penalties & Interest	438	10,000	967	9.67%
FiFa Fees	75	2,000	105	5.25%
Total Taxes	328,231	8,094,650	909,840	11.24%
Alcoholic Beverage Licenses	-	75,000	2,000	2.67%
Alcohol Pouring Permit	150	2,500	1,310	52.40%
Zoning and Land Use Permits	590	12,500	1,590	12.72%
Planning and Development Fees	-	15,000	-	0.00%
Sign Permit Fees	200	2,500	1,050	42.00%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	30	-	0.00%
Personal Transportation Veh Permit	-	30	-	0.00%
Other Licenses and Permits	400	2,500	750	30.00%
Building Permit Revenue	117,407	1,000,000	152,166	15.22%
Certificate of Occupancy Fees	25,500	180,000	31,500	17.50%
Building Permit - Reinspection Fees	3,550	25,000	7,950	31.80%
Building Permit-Sub Fee	8,590	75,000	11,090	14.79%
Occupational Tax Late Fees	-	1,250	-	0.00%
Plan Review Fees	225	75,000	925	1.23%
Total Licenses and Permits	156,612	1,466,560	210,331	14.34%
Municipal Court Fines	30,206	600,000	75,923	12.65%
Cash confiscations-Forfeitures	-	250	-	0.00%
Proceeds From Sale of Confiscations	-	150	-	0.00%
Court Costs	3,189	10,000	8,395	83.95%
Drug Testing Fees	-	250	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	9,275	15,000	19,025	126.83%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	42,670	630,950	103,343	16.38%
Grant Revenue	34,448	5,000	34,448	688.96%
Probation Fees	2,127	25,000	4,238	16.95%
Printing and Duplicating Service Fees	-	250	18	7.36%
Election and Qualifying Fees	12 -	540	-	0.00%



GENERAL FUND REVENUE DETAIL
As of February 28, 2022

	February 2022	2022 Budget	YTD Transactions	% of Annual Budget
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	25	2,500	290	11.60%
Wrecker Service Contract	-	18,500	-	0.00%
Background Checks	50	1,000	130	13.00%
Bad Check Fees	-	50	-	0.00%
Miscellaneous Revenue	50	10,000	3,050	30.50%
Rents and Royalties	-	50,000	960	1.92%
Reimbursement for Damaged Property	1,775	10,000	1,775	17.75%
Total Miscellaneous Income	38,475	130,340	44,909	34.46%
Interest Revenue	988	11,000	(9,477)	-86.16%
Unrealized Gain or Loss on Investments	(2,166)	5,000	-	0.00%
Total Investment Income	(1,177)	16,000	(9,477)	-59.23%
Proceeds from Sale of Assets	-	25,000	-	0.00%
Donations from Private Sources	-	11,500	-	0.00%
Total Other Financing Sources	-	36,500	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 564,811	\$ 10,375,000	\$ 1,258,946	12.13%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	7,000	16.67%
Employee Benefits-Medical	10,514	89,833	10,533	11.73%
Employee Benefits-Dental	606	3,727	606	16.26%
Employee Benefits-ADD Life	69	882	208	23.54%
FICA	132	2,604	265	10.17%
Medicare	31	609	62	10.17%
Employee Benefits-Retirement	310	4,251	621	14.61%
Unemployment	14	101	28	27.72%
Workers Comp Insurance	-	108	94	86.68%
Total Salaries and Benefits	15,177	144,115	19,416	13.47%
Communications	-	600	-	0.00%
Travel	-	2,000	-	0.00%
Dues and Fees	158	750	289	38.55%
Education and Training	-	3,500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	-	0.00%
Other Supplies - Uniforms	-	350	140	40.13%
Total Operations	158	8,200	430	5.24%
City Manager				
Salaries & Wages	11,885	154,500	23,695	15.34%
Employee Benefits-Medical	1,220	10,117	1,223	12.09%
Employee Benefits-Dental	222	1,120	222	19.85%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	84	1,008	252	25.00%
FICA	735	9,114	1,465	16.07%
Medicare	172	2,240	343	15.29%
Employee Benefits-Retirement	1,109	15,636	2,218	14.18%
Unemployment	-	27	38	140.74%
Workers' Comp. Insurance	-	667	578	86.68%
Total Salaries and Benefits	15,439	194,576	30,071	15.45%
Communications	-	600	-	0.00%
Travel	-	-	-	100%
Dues and Fees	150	1,500	470	31.36%
Education and Training	-	1,250	-	0.00%
Other Expenditures	-	1,000	786	78.64%
General Supplies and Materials	-	250	-	0.00%
Total Operations	150	4,600	1,257	27.32%
City Clerk				
Salaries & Wages	11,573	194,267	23,075	11.88%
Employee Benefits-Medical	3,489	41,480	3,502	8.44%
Employee Benefits-Dental	116	1,856	116	6.23%
Employee Benefits-ADD Life	25	441	74	16.67%
Employee Benefits-Disability	97	1,424	292	20.52%
FICA	680	12,045	1,357	11.26%
Medicare	159	2,817	317	11.26%
Employee Benefits-Retirement	1,080	19,661	2,161	10.99%
Unemployment	23	80	69	85.90%
Workers' Comp. Insurance	-	497	431	86.67%
Total Salaries and Benefits	17,242	274,568	31,392	11.43%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	10,000	-	0.00%
Communications	-	600	-	0.00%
Travel	32	3,500	32	0.91%
Dues and Fees	370	7,500	1,627	21.69%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	500	-	0.00%
General Supplies - Postage	12	100	38	37.96%
Small Equipment	-	2,250	4,350	193.33%
Software	3,656	7,500	3,656	48.74%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	4,070	34,100	9,702	28.45%
Elections				
Advertising	-	1,500	87	5.83%
Intergovernmental - Elections	-	16,000	-	0.00%
Total Operations	-	17,500	87	100.00%
Contingency				
Contingency	-	103,750	-	0.00%
Total Operations	-	103,750	-	0.00%
Financial Administration				
Salaries & Wages	9,911	171,304	22,886	13.36%
Employee Benefits-Medical	6,779	71,832	6,795	9.46%
Employee Benefits-Dental	197	1,488	197	13.21%
Employee Benefits-ADD Life	12	441	86	19.44%
Employee Benefits-Disability	57	1,356	297	21.89%
FICA	555	10,621	1,295	12.20%
Medicare	130	2,484	303	12.20%
Employee Benefits-Retirement	1,233	17,337	2,466	14.23%
Unemployment	28	80	80	99.54%
Workers' Comp. Insurance	-	439	381	86.68%
Total Salaries and Benefits	18,902	277,382	34,785	12.54%
Professional Services - Audit	-	27,750	-	0.00%
Advertising/Promotions	165	1,500	165	11.03%
Printing and Binding	-	2,000	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	1,089	12,500	2,968	23.74%
Education and Training	-	2,500	-	0.00%
Other Expenditures	-	150	-	0.00%
General Supplies and Materials	-	1,000	328	32.85%
General Supplies-Postage	505	5,000	587	11.74%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	1,759	52,950	4,048	7.65%
Licensing				
Salaries & Wages	1,568	19,785	3,126	15.80%
Employee Benefits-Medical	1,066	11,366	1,066	9.38%
Employee Benefits-Dental	32	560	32	5.73%
Employee Benefits-ADD Life	6	74	18	24.85%
Employee Benefits-Disability	14	161	43	26.59%
FICA	84	1,263	168	13.27%
Medicare	20	295	39	13.28%
Employee Benefits-Retirement	-	2,062	-	0.00%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Unemployment	6	13	13	96.15%
Workers' Comp. Insurance	-	26	23	86.65%
Total Salaries and Benefits	2,796	35,605	4,527	12.72%
Contract Labor	-	15,000	-	0.00%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	-	500	87	17.36%
Other Supplies-Uniforms	-	75	-	0.00%
Total Operations	-	15,675	87	0.55%
Legal				
Professional Services - Legal	1,040	25,000	(263)	-1.05%
Total Operations	1,040	25,000	(263)	-1.05%
Salaries & Wages	4,396	57,153	8,761	15.33%
Employee Benefits-Medical	2,123	21,108	2,130	10.09%
Employee Benefits-Dental	171	1,120	171	15.25%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	40	453	120	26.50%
FICA	247	3,543	492	13.88%
Medicare	58	829	115	13.88%
Employee Benefits-Retirement	410	5,784	820	14.18%
Unemployment	18	27	35	129.74%
Workers' Comp. Insurance	-	146	127	86.68%
Total Salaries and Benefits	7,475	90,310	12,807	14.18%
Communications	-	600	-	0.00%
Dues and Fees	-	750	110	14.69%
Other Expenditures	-	250	169	67.69%
General Supplies and Materials	-	750	-	0.00%
Small Equipment	-	2,500	-	0.00%
Software	3,852	132,000	6,617	5.01%
Total Operations	3,852	136,850	6,897	5.04%
Risk Management				
Professional Services	-	10,000	-	0.00%
Liability Insurance	1,000	170,000	1,000	0.59%
Total Operations	1,000	180,000	1,000	0.56%
General Government Building				
Salaries & Wages	3,988	58,489	7,472	12.77%
Employee Benefits-Medical	1,220	10,117	1,223	12.09%
Employee Benefits-Dental	52	368	52	14.01%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	28	315	83	26.48%
FICA	245	3,626	459	12.66%
Medicare	57	848	107	12.66%
Employee Benefits-Retirement	420	4,124	840	20.37%
Unemployment	16	53	30	56.40%
Workers' Comp. Insurance	-	5,994	5,195	86.68%
Total Salaries and Benefits	6,038	84,081	15,498	18.43%
Professional Services	-	250	-	0.00%
Disposal - Garbage	29	500	29	5.79%
Lawn Care	-	300	45	15.07%
Pest Control	45	1,250	45	3.60%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Repairs and Maintenance	324	15,250	384	2.52%
Repairs and Maintenance - Vehicles	-	2,000	-	0.00%
Rental of Equipment	606	5,500	1,061	19.30%
Communications	890	12,000	1,765	14.71%
Dues and Fees	-	500	73	14.69%
Other Expenditures	46	2,000	46	2.30%
General Supplies and Materials	339	8,000	1,076	13.45%
Water and Sewer	98	4,000	143	3.57%
Natural Gas	42	2,500	173	6.92%
Electricity	1,210	15,000	1,837	12.25%
Gasoline and Diesel	168	2,500	168	6.74%
Small Equipment	330	1,000	580	58.00%
Software	59	1,000	117	11.70%
Other Supplies-Uniforms	-	100	34	34.49%
Total Operations & Capital	4,185	73,650	7,578	10.29%
TOTAL GENERAL GOVERNMENT	\$ 99,282	\$ 1,752,912	\$ 179,320	10.23%
Municipal Court				
Salaries & Wages	11,200	152,308	22,126	14.53%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	6,504	60,703	6,517	10.74%
Employee Benefits-Dental	335	3,359	335	9.98%
Employee Benefits-ADD Life	37	441	110	25.00%
Employee Benefits-Disability	97	1,086	292	26.93%
FICA	647	9,505	1,278	13.44%
Medicare	151	2,223	299	13.44%
Employee Benefits-Retirement	1,088	14,200	2,176	15.32%
Unemployment	45	106	89	83.51%
Workers' Compensation	-	392	340	86.68%
Total Salaries and Benefits	20,106	245,323	33,562	13.68%
Professional Services - Public Defender	260	12,750	520	4.08%
Professional Services - Solicitor/Judge	5,500	120,000	12,300	10.25%
Rental of Equipment	128	1,750	217	12.42%
Communications	-	500	-	0.00%
Advertising	-	50	-	0.00%
Printing & Binding	27	100	27	26.50%
Travel	638	500	638	127.56%
Dues and Fees	303	500	376	75.25%
Education and Training	-	675	450	66.67%
Other Expenditures	-	150	-	0.00%
General Supplies and Materials	30	2,000	260	13.00%
General Supplies and Materials Postage	109	500	212	42.37%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	123	4,500	400	8.90%
Small Equipment	-	500	-	0.00%
Software	816	25,000	2,107	8.43%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	-	5,000	2,145	42.90%
Total Operations	7,933	174,775	19,652	11.24%
TOTAL JUDICIAL	\$ 28,039	\$ 420,098	\$ 53,214	12.67%

Police Administration

Salaries & Wages	27,087	353,342	55,864	15.81%
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**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	11,690	112,807	11,705	10.38%
Employee Benefits-Dental	628	6,717	628	9.35%
Employee Benefits-ADD Life	55	809	165	20.44%
Employee Benefits-Disability	226	2,975	677	22.76%
FICA	1,602	22,403	3,308	14.77%
Medicare	375	5,239	774	14.77%
Employee Benefits-Retirement	3,054	33,495	6,109	18.24%
Unemployment	70	186	185	99.63%
Workers' Compensation	-	14,439	12,515	86.68%
Total Salaries and Benefits	44,786	558,412	91,931	16.46%
Professional Services	-	1,000	-	0.00%
Repair & Maintenance-Vehicle	51	5,000	128	2.56%
Rental of Equipment	368	5,000	612	12.23%
Communications	1	3,300	2	0.05%
Advertising	-	3,000	-	0.00%
Printing and Binding	59	500	59	11.80%
Travel	-	6,000	507	8.45%
Dues and Fees	215	5,000	1,450	28.99%
Education and Training	159	9,000	262	2.91%
Other Expenditures	56	2,000	56	2.80%
General Supplies and Materials	-	3,000	227	7.58%
General Supplies - Postage	110	250	183	73.12%
Gasoline/Diesel	845	9,000	845	9.39%
Small Equipment	-	4,000	-	0.00%
Software	18	5,000	36	0.71%
Other Supplies - Uniforms	773	3,000	979	32.62%
Total Operations and Capital	2,656	64,050	5,344	8.34%
Criminal Investigation Division				
Salaries & Wages	18,624	246,269	40,274	16.35%
Salaries & Wages-Overtime	377	6,000	496	8.27%
Employee Benefits-Medical	6,709	62,589	6,729	10.75%
Employee Benefits-Dental	374	2,975	374	12.57%
Employee Benefits-ADD Life	49	588	147	25.00%
Employee Benefits-Disability	158	1,746	475	27.22%
FICA	1,125	15,641	2,421	15.48%
Medicare	263	3,658	566	15.48%
Employee Benefits-Retirement	1,806	25,531	3,613	14.15%
Unemployment	60	106	147	138.65%
Workers' Compensation	(0)	11,423	9,901	86.68%
Total Salaries and Benefits	29,545	376,526	65,143	17.30%
Repair & Maintenance-Vehicle	-	3,000	-	0.00%
Communications	-	2,300	-	0.00%
Printing and Binding	59	100	59	59.00%
Travel	492	1,500	492	32.80%
Dues and Fees	150	1,000	517	51.73%
Education and Training	-	2,500	-	0.00%
Other Expenditures	328	200	328	164.07%
General Supplies and Materials	-	1,500	228	15.19%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	908	4,500	908	20.17%
Small Equipment	-	5,500	-	0.00%
Software	200	7,000	200	2.86%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Other Supplies - Uniforms	-	1,000	40	4.00%
<i>Total Operations and Capital</i>	<u>2,137</u>	<u>30,150</u>	<u>2,772</u>	<u>9.19%</u>
<i>Vice</i>				
Salaries & Wages	3,932	51,989	8,466	16.28%
Salaries & Wages-Overtime	864	2,000	1,121	56.05%
Employee Benefits-Medical	1,224	10,117	1,230	12.16%
Employee Benefits-Dental	52	368	52	14.01%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	33	374	99	26.54%
FICA	290	3,347	580	17.34%
Medicare	68	783	136	17.33%
Employee Benefits-Retirement	388	5,464	776	14.20%
Unemployment	19	27	38	140.74%
Workers' Compensation	-	2,445	2,119	86.68%
<i>Total Salaries and Benefits</i>	<u>6,881</u>	<u>77,061</u>	<u>14,653</u>	<u>19.02%</u>
Repairs & Maintenance Vehicles	-	2,000	316	15.78%
Dues and Fees	-	150	22	14.69%
Gasoline	275	4,000	275	6.88%
<i>Total Operations and Capital</i>	<u>275</u>	<u>6,150</u>	<u>613</u>	<u>9.97%</u>
<i>Patrol</i>				
Salaries & Wages	93,261	1,443,046	199,798	13.85%
Salaries & Wages-Overtime	4,843	54,000	8,104	15.01%
Employee Benefits-Medical	45,269	487,445	45,340	9.30%
Employee Benefits-Dental	2,674	20,076	2,674	13.32%
Employee Benefits-ADD Life	306	4,116	919	22.32%
Employee Benefits-Disability	856	10,816	2,571	23.77%
FICA	5,760	92,817	12,244	13.19%
Medicare	1,347	21,707	2,863	13.19%
Employee Benefits-Retirement	10,087	151,509	20,175	13.32%
Unemployment	365	745	805	107.99%
Workers' Compensation	-	67,786	58,754	86.68%
<i>Total Salaries and Benefits</i>	<u>164,769</u>	<u>2,354,063</u>	<u>354,245</u>	<u>15.05%</u>
Professional Services	108	3,500	484	13.82%
Repair & Maintenance	720	20,700	720	3.48%
Repair & Maintenance-Vehicle	8,026	60,000	10,082	16.80%
Communications	-	22,500	-	0.00%
Printing and Binding	-	500	-	0.00%
Travel	-	7,000	-	0.00%
Dues and Fees	-	2,500	399	15.97%
Education & Training	-	12,000	549	4.58%
Other Expenditures	75	4,000	335	8.38%
General Supplies and Materials	107	4,000	315	7.88%
Gasoline and Diesel	8,740	95,000	8,740	9.20%
Small Equipment	-	15,000	857	5.71%
Software	3,000	20,000	3,000	15.00%
Other Supplies - Uniforms	3,394	35,000	3,737	10.68%
Payment to Other Agencies	1,608	-	1,608	100%
<i>Total Operations and Capital</i>	<u>25,778</u>	<u>301,700</u>	<u>30,826</u>	<u>10.22%</u>
<i>Police Training</i>				
Salaries & Wages	4,606	57,773	9,140	15.82%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-Medical	1,220	19,729	1,223	6.20%
Employee Benefits-Dental	52	1,120	52	4.60%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	37	399	110	27.65%
FICA	283	3,706	563	15.18%
Medicare	66	867	132	15.17%
Employee Benefits-Retirement	436	6,049	871	14.41%
Unemployment	18	27	37	135.41%
Workers' Compensation	-	2,707	2,346	86.68%
Total Salaries and Benefits	<u>6,730</u>	<u>94,524</u>	<u>14,511</u>	<u>15.35%</u>
Repair & Maintenance-Vehicle	-	2,000	-	0.00%
Communications	-	500	-	0.00%
Travel	-	4,000	-	0.00%
Dues and Fees	55	1,500	275	18.36%
Education and Training	-	6,000	-	0.00%
General Supplies and Materials	-	2,000	-	0.00%
Weapons Supplies & Ammunition	-	40,000	-	0.00%
Gasoline and Diesel	115	1,500	115	7.64%
Small Equipment	-	10,000	-	0.00%
Other Supplies - Uniforms	-	300	44	14.67%
Intergovernmental	-	2,500	2,500	100.00%
Total Operations and Capital	<u>170</u>	<u>70,300</u>	<u>2,934</u>	<u>4.17%</u>
Police Stations and Buildings				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	87	1,500	87	5.79%
Pest Control	45	1,000	45	4.50%
Repairs and Maintenance	1,128	12,800	3,540	27.66%
Communications	890	12,000	1,765	14.71%
General Supplies and Materials	-	3,500	-	0.00%
Water/Sewer	427	6,000	646	10.76%
Electricity	1,006	13,500	1,530	11.33%
Small Equipment	990	6,500	1,432	22.03%
Software	107	1,300	211	16.26%
Total Operations	<u>4,679</u>	<u>58,350</u>	<u>9,256</u>	<u>15.86%</u>
Probation				
Salaries & Wages	3,996	50,753	8,133	16.02%
Employee Benefits-Medical	1,220	10,117	1,223	12.09%
Employee Benefits-Dental	52	368	52	14.01%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	36	402	107	26.51%
FICA	246	3,147	500	15.89%
Medicare	57	736	117	15.89%
Employee Benefits-Retirement	364	5,136	728	14.18%
Unemployment	16	27	33	120.48%
Workers' Compensation	-	2,298	1,992	86.68%
Total Salaries and Benefits	<u>5,999</u>	<u>73,131</u>	<u>12,921</u>	<u>17.67%</u>
Communications	-	600	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	-	300	44	14.69%
Education and Training	-	250	-	0.00%
General Supplies and Materials	-	150	-	0.00%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Small Equipment	-	250	-	0.00%
Software	150	3,000	400	13.33%
Other Supplies - Uniforms	-	1,000	173	17.30%
Total Operations and Capital	<u>150</u>	<u>5,800</u>	<u>617</u>	<u>10.64%</u>
Fire Services				
Intergovernmental-Fire Services	-	2,695,880	-	0.00%
Total Fire Services	<u>-</u>	<u>2,695,880</u>	<u>-</u>	<u>0.00%</u>
TOTAL PUBLIC SAFETY	\$ 294,556	\$ 6,766,097	\$ 605,767	8.95%
Highways and Streets				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	95	1,500	95	6.30%
Lawn Care	-	1,200	-	0.00%
Pest Control	-	750	-	0.00%
Repairs & Maintenance	4,017	51,100	4,017	7.86%
Repairs & Maintenance-Vehicles	-	7,500	391	5.21%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	35,545	450,000	35,545	7.90%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	750	-	0.00%
Electricity	55	2,500	71	2.85%
Gasoline/Diesel	424	5,000	424	8.47%
Small Equipment	-	2,000	-	0.00%
Total Operations	<u>40,135</u>	<u>527,050</u>	<u>40,542</u>	<u>7.69%</u>
Street Lights				
Repairs & Maintenance	1,347	5,000	1,527	30.54%
Electricity-Street Lights	10,142	120,000	15,796	13.16%
Total Street Lights	<u>11,489</u>	<u>125,000</u>	<u>17,323</u>	<u>13.86%</u>
Traffic Lights				
Repairs & Maintenance	-	22,000	-	0.00%
Electricity-Traffic Lights	175	3,000	299	9.95%
Total Traffic Lights	<u>175</u>	<u>25,000</u>	<u>299</u>	<u>1.19%</u>
TOTAL PUBLIC WORKS	\$ 51,799	\$ 677,050	\$ 58,164	8.59%
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	-	0.00%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>-</u>	<u>35,000</u>	<u>-</u>	<u>0.00%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	-	0.00%
TOTAL CULTURE AND RECREATION	\$ -	\$ 39,000	\$ -	0.00%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
<i>Building Inspections</i>				
Salaries & Wages	18,050	207,284	36,049	17.39%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	1,992	20,234	1,996	9.87%
Employee Benefits-Dental	180	2,224	180	8.11%
Employee Benefits-ADD Life	39	434	116	26.68%
Employee Benefits-Disability	167	1,664	500	30.03%
FICA	1,116	12,883	2,229	17.30%
Medicare	261	3,013	521	17.30%
Employee Benefits-Retirement	1,501	21,029	3,003	14.28%
Unemployment	65	106	137	129.13%
Workers' Compensation	-	3,551	3,078	86.68%
<i>Total Salaries and Benefits</i>	23,370	272,922	47,808	17.52%
Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	52	3,000	52	1.73%
Communications	-	3,500	-	0.00%
Advertising -Promotions	-	500	-	0.00%
Printing & Binding	220	100	220	219.61%
Travel	-	1,000	-	0.00%
Dues and Fees	528	1,000	895	89.49%
Education and Training	-	1,000	-	0.00%
Contract Labor	-	30,000	-	0.00%
Other Expenditures	100	100	100	100.00%
General Supplies and Materials	22	250	22	8.80%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	237	4,000	237	5.92%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	1,500	-	0.00%
Software	3,459	-	3,459	100%
Other Supplies - Uniforms	-	750	11	1.46%
<i>Total Operations</i>	4,617	47,900	4,995	10.43%
<i>Planning and Zoning</i>				
Salaries & Wages	7,347	102,114	14,636	14.33%
Employee Benefits-Medical	2,694	21,483	1,440	6.70%
Employee Benefits-Dental	63	560	17	3.10%
Employee Benefits-ADD Life	19	221	74	33.60%
Employee Benefits-Disability	72	809	267	33.01%
FICA	428	6,331	852	13.47%
Medicare	101	1,481	200	13.52%
Employee Benefits-Retirement	623	10,334	1,246	12.05%
Unemployment	39	40	89	222.98%
Workers' Compensation	(355)	4,780	3,433	71.82%
<i>Total Salaries and Benefits</i>	11,030	148,153	22,255	15.02%
Professional Services-Engineering	7,516	75,000	7,516	10.02%
Professional Services-Legal	394	7,000	394	5.63%
Technical Services - Planning	-	2,500	-	0.00%
Communications	-	600	-	0.00%
Advertising	1,949	20,000	2,202	11.01%
Printing & Binding	-	400	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	185	1,750	442	25.26%
Education and Training	-	750	-	0.00%
Planning & Zoning Meeting Fees	245	3,000	392	13.07%



**General Fund Expenditures
As of February 28, 2022**

	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	149	100	227	226.94%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Software	-	-	282	100%
Total Operations	<u>10,438</u>	<u>112,900</u>	<u>11,454</u>	<u>10.15%</u>
Economic Development				
Salaries & Wages	872	10,609	1,739	16.39%
FICA	51	658	102	15.55%
Medicare	12	154	24	15.53%
Employee Benefits - Retirement	78	1,074	157	14.60%
Workers Comp Insurance	-	46	40	86.67%
Total Salaries & Benefits	<u>1,014</u>	<u>12,541</u>	<u>2,062</u>	<u>16.44%</u>
Main Street Program				
Salaries and Wages	4,070	53,361	8,114	15.21%
Employee Benefits - Medical	2,123	19,729	2,130	10.79%
Employee Benefits - Dental	171	1,120	171	15.25%
Employee Benefits - Add Life	12	147	37	25.00%
Employee Benefits - Disability	53	598	159	26.54%
FICA	240	3,370	478	14.17%
Medicare	56	788	112	14.17%
Employee Benefits - Retirement	393	5,502	786	14.29%
Unemployment	13	27	32	119.59%
Workers Comp Insurance	-	235	204	86.68%
Total Salaries and Benefits	<u>7,130</u>	<u>84,877</u>	<u>12,221</u>	<u>14.40%</u>
Communications	-	600	-	0.00%
Travel	-	700	-	0.00%
Dues and Fees	480	1,000	747	74.68%
Education and Training	-	1,700	-	0.00%
Contract Labor	-	6,000	-	0.00%
Supplies - Special Events	-	16,000	-	0.00%
Small Equipment	-	250	74	29.68%
Software	-	1,300	-	0.00%
Total Operations	<u>480</u>	<u>27,550</u>	<u>821</u>	<u>2.98%</u>
Intergovernmental				
Intergovernmental - COED	-	13,000	-	0.00%
Total Intergovernmental	<u>-</u>	<u>13,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 58,079</u>	<u>\$ 719,843</u>	<u>\$ 101,617</u>	<u>14.12%</u>
Other Financing Uses				
Transfer to Other Funds	-	-	-	100%
TOTAL OTHER FINANCING USES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.00%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 531,755</u>	<u>\$ 10,375,000</u>	<u>\$ 998,080</u>	<u>9.62%</u>



American Rescue Plan (ARP) Act of 2021
As of February 28, 2022

REVENUES:	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
American Rescue Plan (ARP) Act of 2021	-	2,883,302	-	0.00%
Interest Revenue	124	1,096	249	22.74%
Miscellaneous Revenue	-	2,883,302	-	0.00%
TOTAL REVENUES	\$ 124	\$ 5,767,700	\$ 249	100.00%
EXPENDITURES:				
Capital Outlay - Infrastructure	-	5,767,700	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,767,700	\$ -	0.00%



**Operating Grant Fund
As of February 28, 2022**

	February 2022		YTD	% of Annual
REVENUES:	Transactions	2022 Budget	Transactions	Budget
Atlanta Regional Commission Grant	-	90,000	12,027	13.36%
TOTAL REVENUES	\$ -	\$ 90,000	\$ 12,027	13.36%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	6,030	90,000	12,150	13.50%
TOTAL EXPENDITURES	\$ 6,030	\$ 90,000	\$ 12,150	13.50%



Parks & Recreation Fund
As of February 28, 2022

REVENUES:	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	17,042	255,000	43,199	16.94%
Alcoholic Bev Excise Tax Distilled Spirit	7,939	90,000	19,067	21.19%
Local Option Mixed Drink Tax	4,323	50,000	9,617	19.23%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Rents and Royalties	1,590	12,000	5,190	43.25%
TOTAL REVENUES	\$ 30,893	\$ 407,150	\$ 77,073	18.93%
EXPENDITURES:				
Disposal - Garbage Depot	51	750	51	6.85%
Pest Control - Depot	45	750	45	6.00%
Repairs & Maintenance - Depot	-	20,000	-	0.00%
Communications	142	2,300	280	12.17%
General Supplies - Depot	-	1,500	-	0.00%
Water/Sewer - Depot	10	250	16	6.35%
Natural Gas - Depot	277	2,000	455	22.74%
Electricity - Depot	117	5,000	186	3.73%
Small Equipment - Depot	-	500	-	0.00%
Capital Outlay - Buildings	-	152,600	-	0.00%
Disposal - Garbage Parks	51	750	51	6.85%
Lawn Care	328	8,000	1,178	14.72%
Pest Control - Parks	45	750	45	6.00%
Repairs & Maintenance - Parks	-	50,000	-	0.00%
Rental - Equipment & Land	-	1,000	2,292	229.20%
Dues and Fees	-	500	390	78.00%
Contract Labor	3,450	50,000	8,550	17.10%
General Supplies and Materials - Parks	279	1,000	279	27.86%
Water/Sewer - Parks	457	6,000	670	11.16%
Electricity - Parks	411	3,000	605	20.18%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	100,000	-	0.00%
TOTAL EXPENDITURES	\$ 5,664	\$ 407,150	\$ 15,093	3.71%



**Hotel/Motel Tax Fund
As of February 28, 2022**

REVENUES:	February 2022		YTD		% of Annual
	Transactions	2022 Budget	Transactions		Budget
Hotel/Motel Taxes	316	6,000	558		9.31%
TOTAL REVENUES	\$ 316	\$ 6,000	\$ 558		9.31%
EXPENDITURES:					
Advertising/Promotions	-	6,000	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ -		0.00%



Urban Redevelopment Agency
As of February 28, 2022

	February 2022		YTD		% of Annual
REVENUES:	Transactions	2022 Budget	Transactions		Budget
Proceeds from General Long-term E	83,802	9,375,000	406,549		4.34%
TOTAL REVENUES	\$ 83,802	\$ 9,375,000	\$ 406,549		4.34%
EXPENDITURES:					
Transfer to Town Center Fund	83,802	9,375,000	406,549		4.34%
TOTAL EXPENDITURES	\$ 83,802	\$ 9,375,000	\$ 406,549		4.34%



SPLOST III Fund
As of February 28, 2022

	February 2022		YTD		% of Annual
REVENUES:	Transactions	2022 Budget	Transactions		Budget
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	280,036	-		0.00%
TOTAL REVENUES	\$ -	\$ 286,000	\$ -		0.00%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	286,000	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 286,000	\$ -		0.00%



SPLOST IV Fund
As of February 28, 2022

	February 2022		YTD	% of Annual
REVENUES:	Transactions	2022 Budget	Transactions	Budget
Special Assessments	-	420	-	0.00%
Prior Year Fund Balance	-	68,580	-	0.00%
TOTAL REVENUES	\$ -	\$ 69,000	\$ -	0.00%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	69,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 69,000	\$ -	0.00%



SPLOST V Fund
As of February 28, 2022

REVENUES:	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	191,168	2,281,200	441,863	19.37%
Grant Revenue-LMIG	-	156,520	-	0.00%
Grant Revenue-SRTA	-	12,280	19,271	156.93%
Proceeds from GTIB Loan	-	5,500,000	9,228	0.17%
TOTAL REVENUES	\$ 191,168	\$ 7,950,000	\$ 470,362	5.92%
EXPENDITURES:				
Capital Outlay-Buildings	-	50,000.00	-	0.00%
Capital Outlay-Public Safety Equipment	-	241,000	-	0.00%
Capital Outlay-Police Cars	-	145,000	-	0.00%
Capital Outlay-LMIG	206	461,090	206	0.04%
Capital Outlay-Industrial Connector	16,500	250,000	16,500	6.60%
Capital Outlay-HS Pkwy Phase II	13,278	3,500,000	13,278	0.38%
Capital Outlay-HS Pkwy Phase III	19,197	2,002,910	19,197	0.96%
Holly Street	-	100,000	-	0.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Palm Street Sidewalk	-	50,000	-	0.00%
Capital Outlay - Hardin House Sidewalk	3,381	-	3,381	100%
Capital Outlay - Fox Creek/Turner Village	-	50,000	-	0.00%
TOTAL EXPENDITURES	\$ 52,561	\$ 7,950,000	\$ 52,561	0.66%



Town Center Fund
As of February 28, 2022

Revenues	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	53,400	-	0.00%
Transfer from URA	83,802	9,375,000	406,549	4.34%
TOTAL REVENUES	\$ 83,802	\$ 9,428,400	\$ 406,549	4.31%
Expenditures				
Professional Services	-	53,400	-	0.00%
Capital Outlay - Site Improvements	119,931	3,378,057	149,431	4.42%
Capital Outlay - Buildings	9,163	5,996,943	9,163	0.15%
TOTAL EXPENDITURES	\$ 129,093	\$ 9,428,400	\$ 158,593	1.68%



Debt Service Fund
As of February 28, 2022

Revenues	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Transfer from General Fund	-	2,000,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 2,000,000	\$ -	0.00%
Expenditures				
Contingency	-	608,672	-	0.00%
Debt Service - Bond Principal HSPRA	277,778	322,084	277,778	86.24%
Debt Service - Bond Interest HSPRA	73,755	36,652	73,755	201.23%
Debt Service - Bond Principal URA	-	670,941	-	0.00%
Debt Service - Bond Interest URA	-	361,651	-	0.00%
TOTAL EXPENDITURES	\$ 351,532	\$ 2,000,000	\$ 351,532	17.58%



**Stormwater Utility Fund
As of February 28, 2022**

REVENUES:	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	3,768	460,000	12,317	2.68%
TOTAL REVENUES	\$ 3,768	\$ 460,000	\$ 12,317	2.68%
EXPENSES:				
Salaries & Wages	6,100	101,058	12,200	12.07%
Employee Benefits - Medical Insurance	1,265	20,234	2,530	12.50%
Employee Benefits - Dental Insurance	46	736	92	12.50%
Employee Benefits - Disability	18	796	36	4.52%
Employee Benefits - ADD Life	50	294	100	34.01%
FICA	378	6,266	756	12.07%
Medicare	88	1,465	176	12.01%
Employee Benefits - Retirement	617	10,228	1,234	12.06%
Unemployment	3	53	6	11.32%
Workers Comp Insurance	355	5,878	710	12.08%
Professional Services	-	1,000	-	0.00%
Professional Services - Engineer	7,516	100,000	7,516	7.52%
Repairs & Maintenance	102	67,510	102	0.15%
Repairs & Maintenance - Vehicles	-	2,500	274	10.94%
Rental of Equipment	155	5,000	310	6.20%
Communications	-	3,000	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	2	6,500	4,704	72.37%
Training	684	2,500	684	27.37%
Contract Labor	3,200	15,000	3,200	21.33%
Other Expenditures	-	100	158	157.76%
General Supplies & Materials	22	500	103	20.64%
General Supplies - Postage	181	250	261	104.33%
Water/Sewer	56	2,500	111	4.44%
Gasoline & Diesel	365	4,000	365	9.12%
Small Equipment	-	2,100	-	0.00%
Other Supplies	-	1,000	33	3.29%
Depreciation	-	89,832	-	0.00%
Contingency	-	4,600	-	0.00%
Capital Lease Interest	-	5,000	-	0.00%
TOTAL EXPENSES	\$ 21,202	\$ 460,000	\$ 35,660	7.75%



**Municipal Court Fund
As of February 28, 2022**

REVENUES:	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Fines & Forfeitures	43,751	865,500	110,359	12.75%
Criminal & Civil Bonds	6,201	75,000	9,539	12.72%
TOTAL REVENUES	\$ 49,952	\$ 940,500	\$ 119,898	12.75%
EXPENSES:				
Payment to Other Agencies	13,860	315,000	34,854	11.06%
Payment to Others Custodial	2,404	25,500	3,734	14.64%
Transfer to Other Funds - General Fund	33,395	600,000	83,318	13.89%
TOTAL EXPENSES	\$ 49,659	\$ 940,500	\$ 121,906	12.96%



**Main Street Board
Budget To Actual Comparison Report
As of February 28, 2022**

Revenues	February 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	15,960	52,376	43,155	82.39%
Alcohol Beverage Licenses	-	25,000	2,000	8.00%
Alcohol Pouring Permits	150	5,000	1,310	26.20%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	3,050	5,000	3,050	61.00%
Rents and Royalties	960	5,000	960	19.20%
Interest Revenue	1,767	50	1,767	3534.52%
TOTAL REVENUES	\$ 21,887	\$ 112,426	\$ 52,242	46.47%

Expenditures				
Salaries & Wages	4,070	53,360	8,114	15.21%
Employee Benefits - Medical	2,123	19,729	2,130	10.79%
Employee Benefits- Dental	171	1,120	171	15.25%
Employee Benefits-Add Life	12	147	37	25.00%
Employee Benefits-Disability	53	598	159	26.54%
FICA	240	3,370	478	14.17%
Medicare	56	788	112	14.17%
Employee Benefits-Retirement	393	5,502	786	14.29%
Unemployment	13	27	32	119.59%
Workers Comp Insurance	-	235	204	86.68%
Communications	-	600	-	0.00%
Travel	-	700	-	0.00%
Dues and Fees	480	1,000	747	74.68%
Education and Training	-	1,700	-	0.00%
Contract Labor	-	6,000	-	0.00%
Supplies-Special Events	-	16,000	-	0.00%
Small Equipment	-	250	74	29.68%
Software	-	1,300	-	0.00%
TOTAL EXPENDITURES	\$ 7,610	\$ 112,426	\$ 13,042	11.60%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of February 28, 2022**

Revenues	February 2022 Transactions	2022 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	-	11,000	-	0.00%
Tree Maintenance	-	11,000	-	0.00%
Tree Removal	-	9,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	500	-	0.00%
Banners & Shirts	-	250	-	0.00%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 35,000.00	\$ -	0.00%

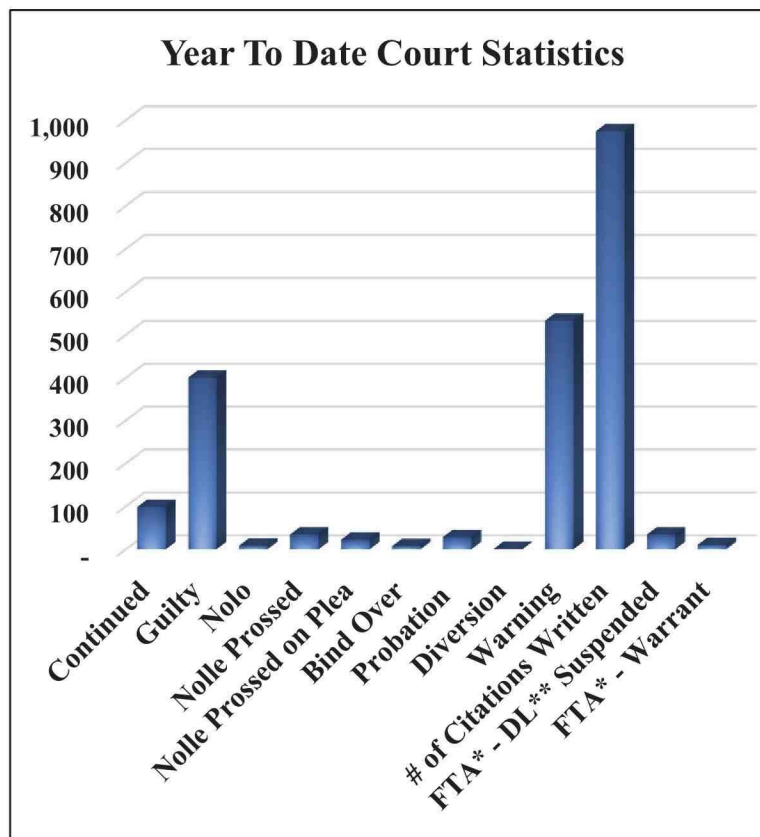


City of Holly Springs Court Statistics 2022 Year to Date

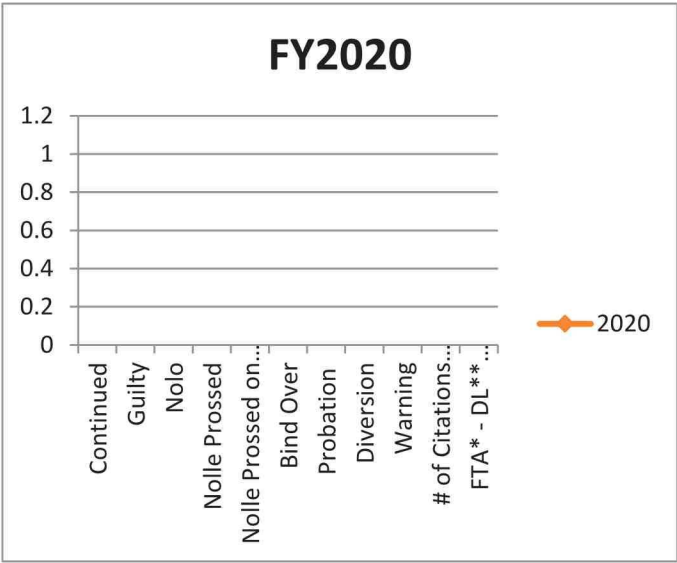
	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	77	21	-	-	-	-	-	-	-	-	-	-	98
Guilty	245	155	-	-	-	-	-	-	-	-	-	-	400
Nolo	6	2	-	-	-	-	-	-	-	-	-	-	8
Nolle Prossed	22	12	-	-	-	-	-	-	-	-	-	-	34
Nolle Prossed on Plea	19	3	-	-	-	-	-	-	-	-	-	-	22
Bind Over	4	3	-	-	-	-	-	-	-	-	-	-	7
Probation	15	13	-	-	-	-	-	-	-	-	-	-	28
Diversion	1	-	-	-	-	-	-	-	-	-	-	-	1
Warning	316	216	-	-	-	-	-	-	-	-	-	-	532
# of Citations Written	549	425											974
FTA* - DL** Suspended	15	19	-	-	-	-	-	-	-	-	-	-	34
FTA* - Warrant	10	-	-	-	-	-	-	-	-	-	-	-	10
	1,279	869	-	-	-	-	-	-	-	-	-	-	2,148

* Failure to Appear

** Driver's License



YTD Fines Bound Over	
\$	-
YTD Receipts	
YTD \$	-
YTD \$	-
YTD \$	-
YTD \$	-
\$	-
Total	
\$	-



YTD Citations Written

Jan	549
Feb	425
Mar	0
April	0
May	0
June	0
July	0
Aug	0
Sept	0
Oct	0
Nov	0
Dec	0
Total	974

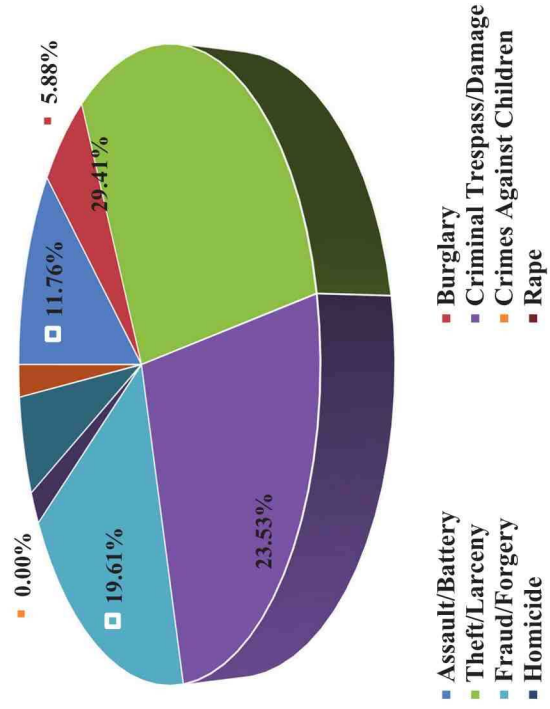


City of Holly Springs Police Statistics 2022 Year to Date

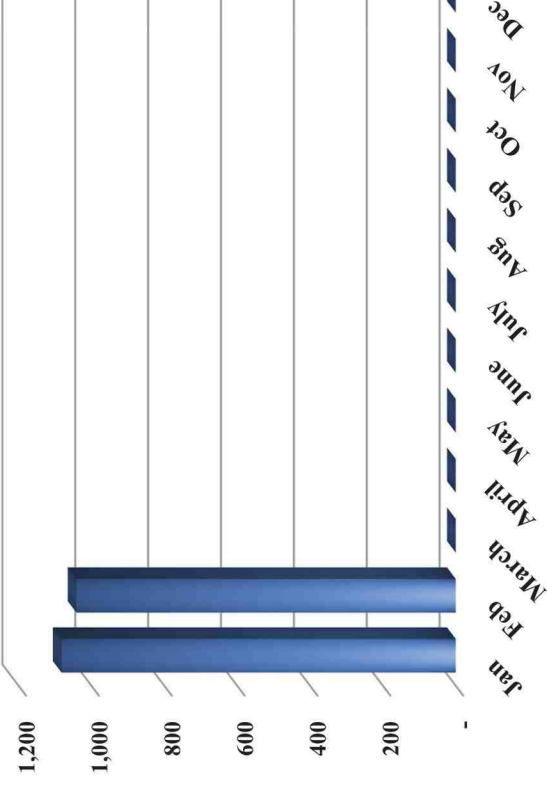
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	6	-	-	-	-	-	-	-	-	-	-	-	6
Burglary	-	3	-	-	-	-	-	-	-	-	-	-	3
Theft/Larceny	8	7	-	-	-	-	-	-	-	-	-	-	15
Criminal Trespass/Damage	8	4	-	-	-	-	-	-	-	-	-	-	12
Fraud/Forgery	7	3	-	-	-	-	-	-	-	-	-	-	10
Crimes Against Children	-	-	-	-	-	-	-	-	-	-	-	-	-
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	-	-	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	1	-	-	-	-	-	-	-	-	-	-	1
Motor Vehicle Theft	1	2	-	-	-	-	-	-	-	-	-	-	3
Sex Crimes	1	-	-	-	-	-	-	-	-	-	-	-	1
	31	20	-	-	-	-	-	-	-	-	-	-	51

Calls for Service	1,082	1,041	-	-	-	-	-	-	-	-	-	-	2,123
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Year To Date Police Statistics



Year To Date Calls for Service





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

Description	Feb-22	
Pot Hole Repair	6	roads
Tree Service Work	12	row
ROW Mowing	2	row
Dead Animal Pick Up	6	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	7	signs
Traffic Signals	4	signs
Equipment Maintenance	1	equipment maintenance
Misc. Work Orders	15	misc
PARKS		
J.B. Owens	13	parks
Barrett Park	18	parks
J.C. Mullins	23	parks
Monthly Totals	107	

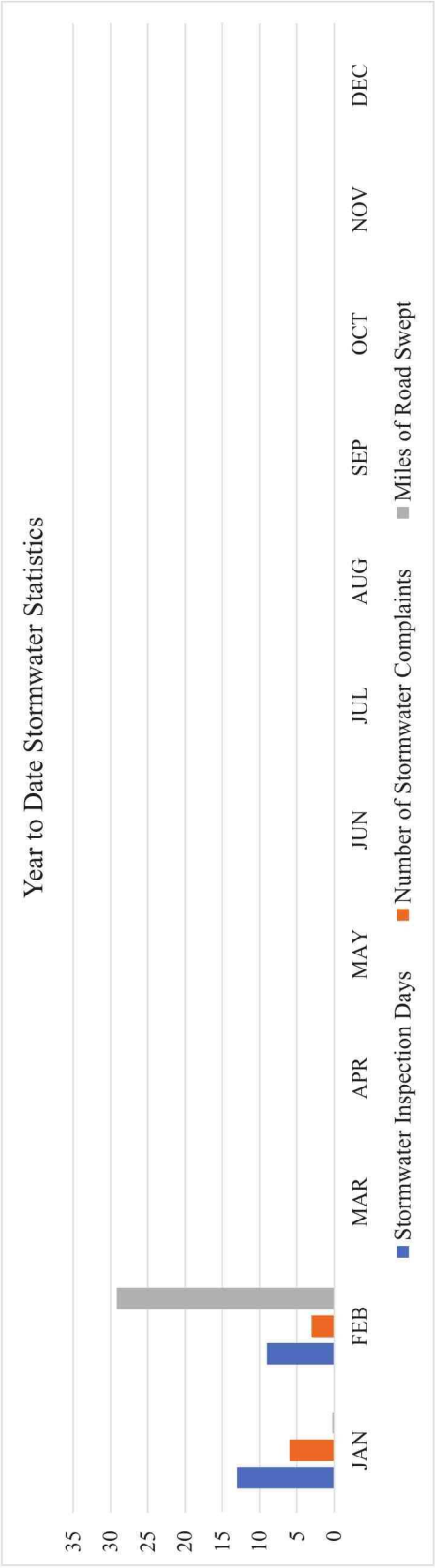
Notes:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)



City of Holly Springs
Stormwater Statistics
2022 Year to Date

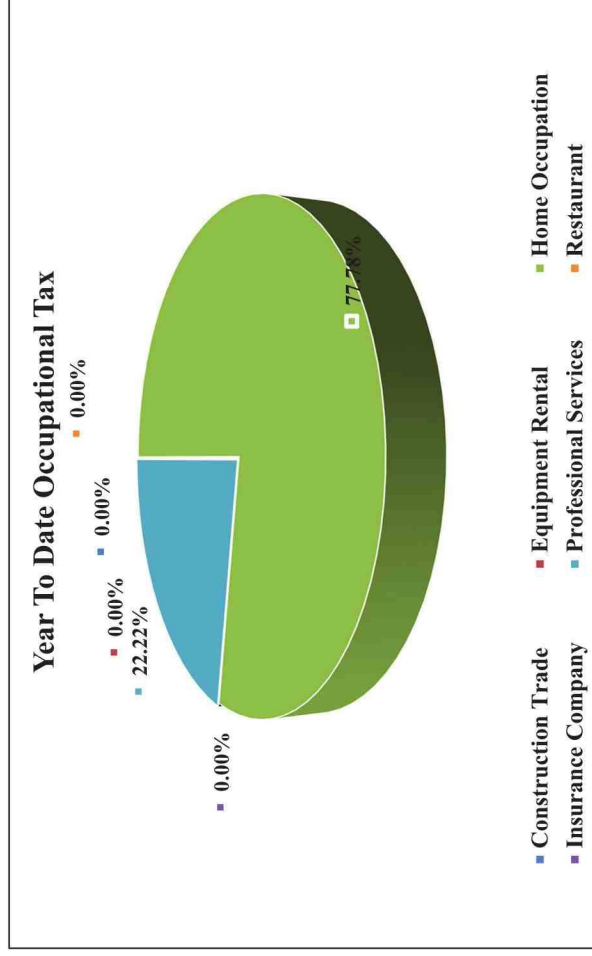
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	13	9											22
Number of Stormwater Complaints	6	3											9
Miles of Road Swept	0.26	29.13											29.39





City of Holly Springs Occupational Tax Summary 2022 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	8	-	-	-	-	-	-	-	-	-	-	14	77.78%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	-	4	-	-	-	-	-	-	-	-	-	-	4	22.22%
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
	6	12	-	-	-	-	-	-	-	-	-	-	18	100.00%

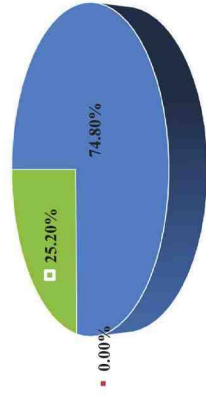




City of Holly Springs
Building Permits and Certificates of Occupancy
2022 Year to Date

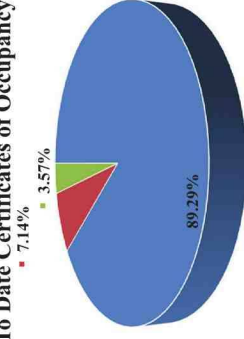
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	25	49											74
Accessory Structures	2												2
Additions		1											1
Basement Buildouts	2	3											5
Mechanical													0
Plumbing	1												1
Electrical	1	1											2
Miscellaneous	3	4											7
Residential Fence	7	10											17
Certificates of Completion	1												1
Certificates of Occupancy	29	20											49
Multi-Family													
Townhomes													0
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	4												4
Commercial													
New Structures	1												1
Addition-C													0
Tenant Build Outs													0
Accessory Structures	4												4
Mechanical	1												1
Plumbing													0
Electrical	1	2											3
Misc-C	2	5											7
Signs	5	6											11
Utilities	4												4
Commercial Fence													0
Certificates of Completion													0
Certificates of Occupancy	1	1											2

Year To Date Permits Issued



■ Single-Family ■ Multi-Family ■ Commercial

Year To Date Certificates of Occupancy Issued



■ Single-Family ■ Multi-Family ■ Commercial

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

March 21, 2022

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1. Roger McFreen	317 Peninsula Pt	Y	new business iten D sidewalk
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

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



**NOTICE OF INTENTION TO INTRODUCE
LOCAL LEGISLATION**

Notice is given that there will be introduced at the 2022 regular session of the General Assembly of Georgia a bill to amend an Act creating a new charter for the City of Holly Springs in the County of Cherokee, approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, and for other purposes.

introducing the following
bills:

Rob Logan

From: Thomas, Brad <Brad.Thomas@house.ga.gov>
Sent: Monday, March 21, 2022 3:05 PM
To: Rob Logan
Cc: Steven Miller; 'Bobby Dyer - Dyer & Rusbridge, P.C.'
Subject: Notification Pursuant OCGA 28-1-14(B)
Attachments: LC471768.pdf; DocScan.pdf; LC471771.pdf

Mr. Logan,

*Send all of the elected officials
the link for Brad's ✓*

Pursuant OCGA 28-1-14(B) please see the attached local legislation and affidavit. Just a friendly heads up, currently we are only debating LC471771 tomorrow and I have NOT decided if I will pursue passage of LC471768 however, I will introduce both.

Also, be advised I have had significant feedback from my Holly Springs constituents asking to know what the political affiliation the Mayor and City Council are and multiple requests to make the city elections partisan. This has driven me to write LC471768. However, as I don't live in the city limits, I believe the constituents should have the choice as to how their local government should be run. Both bills puts that decision in their hands and I think that is the best way to make these type charter amendments (especially something as scared as our election process). I would like to know the mayor and city council's position on LC471768 prior to moving it forward.

Since you can't make the meeting tomorrow, please feel free to email your comments.

Thanks,

Representative Brad D. Thomas

Georgia House of Representatives
District 21 – Cherokee County, GA
18 Capitol Square, SW
Coverdell Legislative Office Building
Office 401-F
C: 678.224.1490



*→ Strongly worded
letter to Brad
Thomas re: the
vote of Mayor &
City
Council*

CAUTION! - This email originated outside of our organization. Use extreme caution before opening attachments or clicking on any links. Make sure you know the sender and expect to receive email from them.

*State Representative
Brad Thomas is
introducing the following
bills:*

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act creating a new charter for the City of Holly Springs in the County of
2 Cherokee, approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an
3 Act approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
4 (Ga. L. 2014, p. 4287), so as to provide for election by majority vote; to provide for a
5 referendum, effective dates, and automatic repeal; to provide for related matters; to repeal
6 conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 An Act creating a new charter for the City of Holly Springs in the County of Cherokee,
10 approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an Act
11 approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
12 (Ga. L. 2014, p. 4287), is amended by repealing subsection (f) of Section 5.02.

13 **SECTION 2.**

14 Said Act is further amended by revising Section 5.03 as follows:

15 "SECTION 5.03.

16 Election at large; majority vote.

17 The councilmember for each ward and the mayor shall be elected by the qualified electors
18 of the city at large, and each candidate for mayor and city council receiving a majority of
19 the votes cast from the city at large shall be declared elected."

20 **SECTION 3.**

21 The municipal election superintendent of the City of Holly Springs shall call and conduct a
22 special election as provided in this section for the purpose of submitting this Act to the
23 electors of the City of Holly Springs for approval or rejection. The municipal election
24 superintendent shall conduct such election on the Tuesday next following the first Monday
25 in November, 2022, and shall issue the call and conduct such election as provided by general
26 law. The municipal election superintendent shall cause the date and purpose of the election
27 to be published once a week for two weeks immediately preceding the date thereof in the
28 official organ of Cherokee County. The ballot shall have written or printed thereon the
29 words:

30 "() YES Shall the Act which provides that the mayor and councilmembers of the
31 () NO City of Holly Springs be elected by majority vote of the electors of the city
32 be approved?"

33 All persons desiring to vote for approval of this Act shall vote "Yes," and all persons desiring
34 to vote for rejection of this Act shall vote "No." If more than one-half of the votes cast on
35 such question are for approval of this Act, then Section 1 and Section 2 of this Act shall
36 become effective on January 1, 2023. If more than one-half of the votes cast on such
37 question are for rejection of the annexation, this Act shall not become effective and shall be
38 automatically repealed on the first day of January immediately following such election date.

39 The expense of such election shall be borne by the City of Holly Springs. It shall be the
40 election superintendent's duty to certify the result thereof to the Secretary of State.

41 **SECTION 4.**

42 Except as otherwise provided in Section 3 of this Act, this Act shall become effective upon
43 its approval by the Governor or upon its becoming law without such approval.

44 **SECTION 5.**

45 All laws and parts of laws in conflict with this Act are repealed.

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act creating a new charter for the City of Holly Springs in the County of
2 Cherokee, approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an
3 Act approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
4 (Ga. L. 2014, p. 4287), so as to provide for partisan elections; to provide for a referendum,
5 effective dates, and automatic repeal; to provide for related matters; to repeal conflicting
6 laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 An Act creating a new charter for the City of Holly Springs in the County of Cherokee,
10 approved March 18, 1980 (Ga. L. 1980, p. 3281), as amended, particularly by an Act
11 approved April 10, 2014 (Ga. L. 2014, p. 4161), and an Act approved April 29, 2014
12 (Ga. L. 2014, p. 4287), is amended by adding a new section to read as follows:

13 "SECTION 5.03A.

14 Partisan elections.

15 For the 2023 general municipal election, and all subsequent elections for the city, the city
16 and political parties shall be authorized to conduct primaries for city offices and candidates
17 for city offices shall be listed with either a party or an independent designation. Any such
18 primaries shall be conducted as provided for in Chapter 2 of Title 21 of the O.C.G.A, the
19 'Georgia Election Code.'"

20 **SECTION 2.**

21 The municipal election superintendent of the City of Holly Springs shall call and conduct a
22 special election as provided in this section for the purpose of submitting this Act to the
23 electors of the City of Holly Springs for approval or rejection. The municipal election
24 superintendent shall conduct such election on the Tuesday next following the first Monday
25 in November, 2022, and shall issue the call and conduct such election as provided by general
26 law. The municipal election superintendent shall cause the date and purpose of the election
27 to be published once a week for two weeks immediately preceding the date thereof in the
28 official organ of Cherokee County. The ballot shall have written or printed thereon the
29 words:

30 "() YES Shall the Act which provides that the future elections for the City of Holly

31 () NO Springs shall be partisan instead of nonpartisan be approved?"

32 All persons desiring to vote for approval of this Act shall vote "Yes," and all persons desiring
33 to vote for rejection of this Act shall vote "No." If more than one-half of the votes cast on
34 such question are for approval of this Act, then Section 1 of this Act shall become effective
35 on January 1, 2023. If more than one-half of the votes cast on such question are for rejection
36 of the annexation, this Act shall not become effective and shall be automatically repealed on
37 the first day of January immediately following such election date. The expense of such

38 election shall be borne by the City of Holly Springs. It shall be the election superintendent's
39 duty to certify the result thereof to the Secretary of State.

40 **SECTION 3.**

41 Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon
42 its approval by the Governor or upon its becoming law without such approval.

43 **SECTION 4.**

44 All laws and parts of laws in conflict with this Act are repealed.