



City of Holly Springs

Date: Wednesday, March 18, 2020

Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. NEW BUSINESS
 - A. Discuss amendments to the City of Holly Springs Financial Management Policy
Presented By: Robert H. Logan, City Manager
 - B. Discuss proposals for the Detention Pond Wall B-1 Contract
Presented By: Robert H. Logan, City Manager
 - C. Discuss proposals for the clearing, grinding, and hauling project for the Master Detention Pond B-1
Presented By: Robert H. Logan, City Manager
 - D. Discuss proposals for the erosion control project for the Master Detention Pond B-1
Presented By: Robert H. Logan, City Manager
 - E. Discuss proposals for the grading and site work project for the Master Detention Pond B-1
Presented By: Robert H. Logan, City Manager
 - F. Discuss proposals for the stormwater infrastructure project for the Master Detention Pond B-1
Presented By: Robert H. Logan, City Manager
 - G. Discuss a resolution to declare certain property as surplus and authorizing its sale or disposal
Presented By: Robert H. Logan, City Manager

H. Discuss a Vendor Hosted Order Form from Andrews Technology HMS, Inc.
Presented By: Karen Norred, City Clerk/Human Resources Director

I. Discuss proposed amendments to the City of Holly Springs Personnel Manual
Presented By: Karen Norred, City Clerk/Human Resources Director

IV. ADJOURNMENT

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. CONSENT AGENDA

1. February 3, 2020 Council Meeting Minutes
2. February 24, 2020 Council Meeting Minutes
3. ORD-01-2020, adoption of the Official Holly Springs Zoning Map
4. MA-01-2020, rezoning of 0.82 +/- acres located at 727 Hickory Road and 155 Milner Drive Holly Springs, GA, tax parcels 245 and 246 of tax plat 15N14, from NC, Neighborhood Commercial to GC, General Commercial with staff stipulations
5. CUP-02-2020, a conditional use permit for a Gasoline Service Station located at 727 Hickory Road and 155 Milner Drive Holly Springs, GA, tax parcels 245 and 246 of tax plat 15N14
6. Lighting Services Agreement between Georgia Power and the City of Holly Springs for Service Location 0 Holly Springs Parkway, Holly Springs, Georgia 30115 in an amount not to exceed \$45,236.40
7. Contract Change Order #9 from Georgia Development Partners, LLC for the Hickory Road and Palm Street Intersection Improvements Project in an amount not to exceed \$38,763.20
8. Memorandum of Understanding regarding the Georgia Internet Crimes Against Children Task Force between the Georgia Bureau of Investigation and the City of Holly Springs

V. NEW BUSINESS

9. Approve/deny a resolution to amend the City of Holly Springs Financial Management Policy, Purchasing Policies, Section I Centralized Purchasing System, Sections (D), (E) and (F) and Section II, Bidding Process, Sections (C) and (D)
10. Approve/deny a contract for Detention Pond Wall B-1 among North Georgia Foundations, Inc., the Downtown Development Authority of Holly Springs, and the City of Holly Springs, Georgia, in an amount not to exceed \$361,790.84 and authorize the Mayor to execute the contract
11. Approve/deny awarding the clearing, grinding, and hauling project for the Master Detention Pond B-1 to Southeast Grinding, Inc. in an amount not to exceed \$30,000, and authorize the Mayor to execute the proposal
12. Approve/deny awarding the erosion control project for the Master Detention Pond B-1 to The Erosion Company (TEC) in an amount not to exceed \$12,270, and authorize the Mayor to execute the proposal
13. Approve/deny awarding the grading and site work project for the Master Detention Pond B-1 to Weaver Grading in an amount not to exceed \$63,998.68, and authorize the Mayor to execute the proposal
14. Approve/deny awarding the stormwater infrastructure project for the Master Detention Pond B-1 to Weaver Grading in an amount not to exceed \$99,998.48, and authorize the Mayor to execute the proposal
15. Approve/deny a resolution to declare certain property as surplus and authorizing its sale or disposal
16. Approve/deny a Vendor Hosted Order Form from Andrews Technology HMS, Inc. for seven (7) Supervisor Licenses in an amount not to exceed \$420
17. Approve/deny a resolution amending the City of Holly Springs Personnel Manual to create Section 11.2.4 Contagious Symptoms and Contagious Condition, Section 11.2 Attendance and Punctuality

VI. EXECUTIVE SESSION

- Real Estate
- Litigation

VII. REPORTS

VIII. ADJOURNMENT



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Financial Management Policy

DATE: March 12, 2020

RECOMMENDATION: To revise the language in the Financial Management Policy, Purchasing Policies, Section I Centralized Purchasing System, Sections (D), (E) and (F) and Section II, Bidding Process, Sections (C) and (D).

REPORT-IN-BRIEF: During the 2019 legislative session, the Georgia General Assembly passed House Bill 322 which was signed into law by Governor Brian Kemp. HB 322 established consistency and minimum threshold requirements for posting on the Georgia Procurement Registry (GPR). The City of Holly Springs Financial Management Policy needs to be updated to reflect the requirements for posting on the GPR.

CONCURRENCES: The City Engineer and staff concur with this recommendation.

FISCAL IMPACT: The formal competitive sealed bid process takes several weeks from inception to completion. This process is appropriate for large projects. The process takes considerable time for staff and engineering. However, many projects that need to be performed by the City of Holly Springs to address stormwater issues, road repairs and other infrastructure issues exceed the current threshold of \$50,000 but fall below the threshold established in HB 322. Changing the threshold will save time and open the process to small vendors.



Brian P. Kemp
Governor

J. Alexander Atwood
Commissioner

May 22, 2019

MEMORANDUM

To: Georgia Municipalities, Counties, and Local Boards of Education

From: Lisa Eason, Deputy Commissioner - State Purchasing Division, Department of Administrative Services

Subject: Implementation of House Bill 322 with regards to the Georgia Procurement Registry

During the 2018 legislative session, the Georgia General Assembly passed House Bill 489, requiring that any bid or proposal extended by a county, municipal corporation or local board of education for goods and services valued at \$10,000 or more and any bid or proposal opportunity extended for public works (subject to Chapter 91 of Title 36 of the O.C.G.A.) be posted on the Georgia Procurement Registry (GPR).

The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market competition.

During the 2019 legislative session, the Georgia General Assembly passed House Bill 322, which was recently signed into law by Governor Brian P. Kemp. The new law provides consistency in the minimum threshold requirement for posting on the GPR, along with clarifying the posting timeframe and types of purchases that must be posted. The changes include:

- Expands GPR posting requirements for a bid or proposal opportunity from "goods and services" extended by a county, municipal corporation or local board of education to include **"goods, services, or both"**.
- Increases, for consistency, the posting requirement threshold of goods, services or both, from \$10,000 to **\$100,000 or more**. Public works construction contracts subject to Chapter 91 of Title 36 of the Official Code of Georgia remains at \$100,000 or more. (Please note that while not required, bid and proposal opportunities under the \$100,000 threshold may be posted to the GPR at the discretion of local government entities.)
- Clarifies time frames for GPR notices by specifying that they **will be published** for the same period of time as set by ordinance or policy, if any, as the county, municipality or local board of education advertises in its official legal organ or other media.

The legislation may be found at the following link:

https://gov.georgia.gov/sites/gov.georgia.gov/files/related_files/document/HB%20322.pdf

The GPR is a public tool for notifying suppliers of bid opportunities with state entities and local governments. It is available to local governments, free of charge, to obtain quality goods and services at the lowest reasonable cost for the best value, and to announce and advertise bid opportunities for greater exposure and increased competition. In addition to savings, GPR delivers open access to what Georgia government entities are buying in the market.

May 22, 2019

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For additional information regarding local government use of the GPR, please visit our website:

<http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>. If you have additional questions regarding posting to the GPR, please contact procurementhelp@doas.ga.gov. If you have questions with regards to interpretation of the bill and its requirements, please contact your legal counsel.

A RESOLUTION TO AMEND THE FINANCIAL MANAGEMENT POLICY OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, TO AMEND THE PURCHASING POLICIES SECTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Section 1. That Purchasing Policies section of the Financial Management Policy of the City of Holly Springs, Georgia, as amended, is amended as attached hereto as Exhibit "A."

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Resolution be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Resolution 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 Resolution not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and does hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

So resolved, this 18th day of March, 2020.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

PURCHASING POLICIES

SECTION I. CENTRALIZED PURCHASING SYSTEM

A. SYSTEM ESTABLISHED

The City has established a centralized purchasing system to be used for all purchases of goods and procurements of services by the municipal government.

B. ROLES OF THE CITY MANAGER OR HIS DESIGNEE

The City Manager shall be responsible for ensuring adherence to all rules and regulations for the centralized purchasing system. The Finance Director or his designee shall oversee the day to day processing of all purchases and procurements made through the system.

C. INITIATING PURCHASES; REQUIRED FORM

In order to initiate a purchase or procurement, an employee must complete a Requisition Form. The completed requisition form must include a cost for each product or service noted on the form; where the exact cost is not known, estimates may be provided. The form must be signed by the employee and forwarded to his or her department head for approval. If approved, the department head shall sign the requisition form, identify and annotate the accounting code (budget line item) for this expenditure, and forward it to the Finance Director or his designee office for processing.

D. DEPARTMENTAL LIMITS ON PURCHASES

Should the cost or estimated cost of the requested good or service being processed in accordance with paragraph C above be at least \$1,000, but below \$5,000, the department head must submit the purchase requisition form to the Finance Director accompanied by at least two (2) quotes from vendors providing the good or service being ordered. These quotes may be in the form of verbal, phone or email quotes, but nevertheless, be identified by the department head in writing and attached to the requisition form. If the department head chooses to use the more expensive of the quotes obtained, he or she must attach a brief statement to the requisition form justifying that decision. The Finance Director shall then process such requests in accordance with all other requirements of the centralized purchasing system.

Should the cost or estimated cost of the requested good or service being processed in accordance with the paragraph above be at least \$5,000, but not more than ~~\$25,000~~\$50,000, the department head must submit the purchase requisition form directly to the City Manager's office accompanied by at least three (3) written quotes from vendors providing the good or service being requested. The City Manager shall review the requisition form and quotes and determine whether or not the request should

be approved. The City Manager shall typically approve such requests, but may issue a denial where he or she determines; a) that additional vendor quotes should be obtained; b) the good or service being requested does not reasonably relate to the line item identified by the department head; c) the cash flow in the fund from which the purchase would be made is low or otherwise inadequate; or d) a bona-fide problem exists in the management of the requesting department's budget.

E. PURCHASES EXCEEDING THE CITY MANAGER'S SPENDING LIMITS

Should the cost or estimated cost of the requested good or service being processed in accordance with paragraph C above be more than ~~\$25,000~~\$50,000, but not more than ~~\$50,000~~\$100,000, the City Manager shall ensure that: a) at least three (3) written quotes from vendors have been obtained are attached to the purchase requisition; b) the requisition is accompanied by a written determination of whether the request was anticipated in the budget; c) compliance with Section I of this policy has been met in the case of the non-budgeted requests; and d) the need for a budget amendment does or does not exist.

Should the City Manager be satisfied that the requested purchase or procurement in this spending range is warranted, he/she shall place the item on the agenda of a regular or special City Council meeting for review and approval/disapproval. Approval of such a purchase request must be granted by a majority vote of Council Members present and constituting a legal quorum at said meeting before the requested item can be ordered or purchased.

F. PURCHASES ~~EXCEEDING \$50,000~~OF \$100,000 OR MORE

All purchases with an estimated total cost ~~exceeding \$50,000~~of \$100,000 or more require formal competitive sealed bids, in accordance with the bidding process established in Section III of this manual. If state or federal policies are more stringent than this requirement, then the more stringent policy shall supersede the ~~\$50,000~~\$100,000 threshold.

SECTION II. BIDDING PROCESS

A. INITIATING PURCHASES; REQUIRED FORM

The City Manager is delegated the responsibility to issue all formal bid announcements/invitations, with consent from the Mayor and Council.

B. BID SPECIFICATIONS

All public bid specifications for budgeted capital purchases shall be approved by the City Manager prior to announcements/invitations being communicated. Any public bid specifications for non-budgeted construction shall be submitted to the Mayor and Council for approval prior to advertisement.

C. ADVERTISING

All contracts to be let by public bid shall be advertised ~~in the City's legal organ at least twice during a two-week period prior to the date and time of the public bid opening,~~ in accordance with state law, O.C.G.A. 36-91-20, which may be amended from time to time.

D. BID OPENINGS

As advertised, the City Manager or his designee shall unseal and announce all competitive bids that were submitted prior to the ~~advertising-advertised~~ deadline. The opening shall be public and occur at City Hall during normal business hours.

E. BID AWARD

The City Council will award all contracts at a regular or called meeting. The contract will generally go to the lowest bidder provided references and other methods available to the City Manager for determining the quality and reliability of the bidder's work is satisfactory to complete all required work and the bid amount does not exceed the City's budgetary requirements.

Awards are made with the following criteria all being taken into consideration:

- Delivery
- Dependability
- Local Bidder Preference – a local vendor is one whose base of business operations is located within Cherokee County
- Lowest Bid
- Service & Parts Availability
- Vendor Performance, Past, & Present
- Warranty

F. RIGHT OF REFUSAL & RE-BID

The City reserves the right to reject any and all bids whether such right is reserved in the public notice or not and in such case may re-advertise, perform the work with city staff or abandon the project.

SECTION III. EMERGENCY PURCHASES

A. PROCESS

There are certain functions and purchases that may be performed without prior Mayor and Council approval. The emergency repair of city infrastructure and clearing of blocked streets and roads resulting from washouts or similar natural or man-made disasters. However, if such expenditures exceed the ~~\$25,000~~\$100,000 city manager limitation, the city manager shall report the situation to the mayor and council within 48 hours following such repairs.

SECTION IV. PRE-APPROVED VENDORS

A. QUALIFICATIONS

The City will maintain a list of pre-approved vendors. In order to qualify for the list, a vendor must supply a list of three (3) or more references, list of prior work/projects with municipal governments, SAVE affidavit and E-Verify form and proof of liability and workers compensation insurances.

SECTION V. EMPLOYEE TRAINING

A. TRAINING FOR ALL EMPLOYEES & ELECTED OFFICIALS

All employees, including Mayor and Council are required to review a copy of this policy and any amendments thereto.

DETENTION POND WALL B1 CONTRACT

Holly Springs Town Center
Holly Springs, GA

This agreement (hereinafter "**Contract**") made this 4th day of March, 2020, between **Holly Springs Downtown Development Authority**, together with the **City of Holly Springs**, (hereinafter collectively referred to as "**Owner**"), and **North Georgia Foundations, Inc.** (hereinafter referred to as "**Contractor**"), and relating to work to be performed in the construction of **Holly Springs Town Center** in the City of Holly Springs, Cherokee County, Georgia, as more particularly described in Exhibit "J" attached hereto and incorporated herein by reference thereto (hereinafter referred to as "**Project**"). The Engineer for the Project is **Fairbanks Engineering Company, LLC** (hereinafter referred to as "**Engineer**"). This work is to be administrated by **Stonecrest Homes GA, LLC** (hereinafter referred to as "**Construction Manager**"). The terms Owner and Construction Manager include their authorized representatives.

WITNESSETH

1. Definitions.

1.1. The Contract Documents. The "Contract Documents" consist of this Construction Contract, plans, specifications and documents as set forth on Exhibit "A", which plans and specifications are incorporated herein by reference and all other items as reflected in Exhibit "B". If the plans and specifications set forth on Exhibit "A" are preliminary plans and specifications, the final plans and specifications shall be consistent with the preliminary plans and specifications, and notwithstanding anything to the contrary in this Contract, the Stipulated Sum shall not be increased as a result of any changes in or further refinements to the plans and specifications unless the final plans and specifications include additional Work requested by Owner (and not contemplated by or inferable from the preliminary plans and specifications) and Owner has signed a Change Order in connection therewith. Once the final plans and specifications have been completed by Owner, they shall be substituted for those plans and specifications set forth on Exhibit "A" attached hereto.

1.2. The Work. The "**Work**" is comprised the installation of **Detention Pond Wall B-1** and all improvements as outlined in the Contract Documents, Exhibit "B", as well as other services contemplated by the Contract Documents and includes all labor and coordination necessary to produce such construction or perform such services and all materials and equipment incorporated or to be incorporated in such construction or required to perform such services. Work not expressly covered by the Contract Documents will nevertheless be furnished by the Contractor if it is reasonably inferable therefrom as being necessary to produce the intended results. The Owner reserves the right to implement changes in the scope of the Work as defined in the Contract documents and by this Contract, which may add to or reduce the cost of certain portions of that Work. If changes are made, a change order shall be completed and signed by Owner and Contractor incorporating the addition or reduction as an extension of this Contract.

1.3. Contractor's Work. Contractor agrees to furnish all labor, material, supplies and equipment, and all services necessary to complete the Work, and shall perform the Work in strict accordance with the terms hereof. The Work is to be done under the direction of the Contractor or its designee and shall be approved by the Owner and Construction Manager before Contractor shall be entitled to any payment hereunder.

1.4 The Work shall commence on March 30, 2020 (the "Commencement Date"). In the event that the Commencement Date is delayed due to no fault of the Contractor, then the schedule for the Work shall be extended one day for each day that the Commencement Date is delayed.

2. Contractor's Responsibilities.

2.1. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract. The Contractor shall personally superintend the work or have a competent superintendent, full time, on the job with authority to act for the Contractor. The project manager and superintendent shall be approved by the Owner, and shall not be removed prior to completion of the Work, unless by personal accident, emergency, or by approval of the Owner.

2.2. Unless otherwise specifically noted in the Contract Documents, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, supplies, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

2.3. The Contractor shall, at all times, enforce strict discipline and good order among its employees, and subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

2.4. The Contractor warrants to Owner that all materials, supplies and equipment incorporated into the Work will be new and of good quality, unless otherwise specified in the Contract Documents, and that all Work will be of good quality and performed in a workmanlike manner, free from construction faults and defects and in conformance with the Contract Documents. Owner may consider all Work not conforming to these standards to be defective.

2.5. All rights, title and interest in and to the plans, specifications and drawings shall belong solely to Owner; provided, however, Contractor may keep copies for its internal records. No Contractor, Engineer, Architect or any subcontractor, sub-subcontractor or material supplier shall use any of the plans, specifications or drawings on any other projects.

2.6. The Contractor shall pay at its own expense all sales, consumer, remodel, use and other similar taxes required by law and licenses necessary for the execution of the Work.

2.7. It is the Contractor's responsibility to become familiar with the permit and inspection requirements specified by the various governmental agencies having jurisdiction over the Work. Furthermore the Contractor shall give all notices required by law and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work, including but not limited to all applicable codes. The Contractor shall notify Owner if the Contract Documents are at variance therewith. Contractor agrees that it shall be solely liable for any failure to properly obtain any license or properly give any notice (including, without limitation, any notice required to be given by Owner) and for any failure to satisfy all requirements of any such permit, license or notice. If Owner has obtained a permit or license or has given a notice, and the Owner assigns such permit, license or notice to Contractor, the Contractor agrees to accept such assignment and to be solely responsible for all requirements of such permit, license or notice from the date of such assignment.

2.8 The Contractor shall be responsible for the acts and omissions of all of its employees, all subcontractors, all sub-subcontractors and all suppliers and their agents and employees, and all other persons performing any of the Work for or under a contract with the Contractor, directly or indirectly. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any other association between Contractor and Owner other than the contractual relationship described herein.

2.9 The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish from and about the Project, as well as provide adequate and safe storage for its tools, construction equipment, machinery and surplus materials. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials and shall leave the Project "broom clean" unless otherwise specified in the Contract Documents.

2.10 The Contractor shall pay all patent royalties and license fees applicable to Contractor's work. The Contractor shall defend suits or claims for the infringement of patent rights and shall hold the Owner and Construction Manager harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is required by the contract documents or where the copyright violations are contained in drawings, specifications or other documents prepared by the Owner or their representatives and/or architects.

2.11 The Owner and its representatives, the Owner's Lender (as hereinafter defined and if applicable) and its representative or any other such designated persons which have been given approval by the Owner shall, at all times, have access to Work whenever it is in preparation or progress, and the Contractor shall permit and facilitate inspection of the Work by Owner, Owner's agents, Owner's tenant(s), Owner's Lender and by public authorities concerned with such Work. The Owner may use the services of a Construction Manager to execute its responsibilities.

2.12 The Owner may require a Construction Manager to schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule. With respect to the Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

3. **Assignment.** Contractor will not assign this Contract nor assign any money due or to become due to it hereunder without prior written consent of Owner.

4. **Completion Date.**

4.1. The Contractor shall commence the Work hereunder on or before **March 30, 2020** or **within 10 business days of Notice to Proceed** and continue the Work required under this Contract uninterrupted with due diligence until the Work is completed. All Work required under this Contract shall be completed **within 31 days of Notice to Proceed**. Contractor shall give Owner not less than 5-day notice in writing of the date upon which Contractor proposes to tender the project as complete and ready

for final certification. Contractor shall fully and finally complete the Work (including all punch list items) no later than thirty (30) days after substantial completion or the mutually agreeable days formally communicated in writing during the final punch list generation.

4.2 It is mutually agreed between the parties that time is of the essence in this Contract. Contractor shall be obligated to keep Owner's Agent fully informed of the progress of the job and to have the necessary materials and labor available when needed. Time for completion shall be extended by the Owner for a reasonable period of time if the Work cannot be performed due to war, acts of God, **inclement weather (which shall mean rain in excess of .5" inches per rain event)**, delays due to **adverse subsurface conditions as agreed upon by Owner's engineer and contractor**, fire, labor disputes, newly executed government restrictions and regulations, embargoes, action or non-action of public utilities or changes in the drawings or specifications requested by the Owner's Agent, provided that the Contractor advised the Owner's Agent of the extent of any such delay prior to the making of any such changes. Contractor shall be considered to control all of its subcontractors, material suppliers and sub-subcontractors. Any claim for extension of time shall be made in writing to the Owner's Agent not more than two (2) days after the commencement of the delay; otherwise an extension shall not be granted. Sundays do not count as delay days. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

4.3. It is mutually agreed between the parties that time is of the essence in this Contract and that there will be, on the part of the Owner's Agent, considerable monetary damage, including lost profits, in the event Contractor shall fail to complete the Work within the time provided for herein or within any time to which such completion date may have been extended. Accordingly, the sum of **\$500.00** is hereby agreed upon as liquidated damages to be paid by Contractor to the Owner's Agent for each and every calendar day that the time consumed in completing the Work to the point of substantial completion exceeds any Completion Date.

5. Contract Price and Payment Schedule.

5.1. The Stipulated Sum and Contract amount is \$361,790.81 (the "Stipulated Sum") based upon the Schedule of Values ("SOV") set forth in **Exhibit "D"** attached hereto.

5.2. If, during the term of this Contract, it is necessary for the Contractor to incur additional labor and materials costs, as recommended and verified in writing by the soils engineer engaged by the Owner, as a direct result of an unknown soil condition Contractor shall immediately notify Owner in writing of the estimated costs for such additional Work in a Change Order. ~~Soils are not to be deemed unsuitable for use at a particular time due to a higher (or lower) than optimum moisture content due to weather or construction related activities.~~

5.3. Periodic payments of the Contract price will be disbursed to the Contractor in the form of construction draws. The construction draws will be submitted to Construction Manager as construction progresses as follows:

5.3.1. With each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment in form AIA Document G702 as set forth on **Exhibit "D"** attached hereto via email to dme.odyssey@gmail.com, notarized, certifying as to the completion of each item of construction, and that the amount requested is for work actually done and materials actually incorporated into the Project during the period preceding the date of the advance and the value thereof and supported by such data substantiating the Contractor's right to payment as the Owner may reasonably

require, and reflecting 10% retainage and less the aggregate of previous payments made by the Owner. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

(1) duly executed **Contractor Interim Lien Waiver** (in the form of **Exhibit "E"** attached hereto) from Contractor establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in the **current** Application for Payment; and;

(2) duly executed **Subcontractor / Supplier Interim Waiver** (in the form of **Exhibit "E-1"** attached hereto) from Contractor, all subcontractors, sub subcontractors, material suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in any **previous and current** Application for Payment; and;

(3) if requested, Contractor shall supply to Owner copies of supporting receipts, certificates or vouchers. If requested, Contractor shall exhibit or cause to be exhibited to Owner satisfactory evidence, by receipts, certificates or vouchers, that there are no outstanding overdue claims or demands for labor or materials used in the Project, and if any notice of lien be filed, under any mechanic's or other lien law, Owner may suspend further advance under this Contract until such lien shall have been discharged of record. All work which is usually done at the stage of construction when the advance is requested, must in the judgment of the Construction Manager and the Lender's Inspector be done in good and workmanlike manner, and materials and fixtures usually furnished and installed at such time shall be furnished and installed and meets expected quality standards and any other items required by the Lender in order to process the Application for Payment.

(4) the Owner reserves the right to withhold funding on stored materials. In the event the Owner does agree to disburse funds based on stored materials, no disbursement shall be made unless the evidence of insurance provides for coverage of such materials, and such materials are kept in a secured location satisfactory to the owner.

(5) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by Owner.

No payment shall be made to Contractor unless Owner has been supplied with lien waivers that are in the form requested. Further, along with each Application for Payment, Contractor shall provide written certifications as set forth on the **Exhibit "D" Application and Certificate for Payment**. Further, Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment covered by requisition will have been acquired by the Contractor or by other persons performing the Work or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The Construction Manager must certify Contractor's Application for Payment before any payment on such Application for Payment shall be made from Owner to Contractor.

5.3.2. Until the entire Work is completed, the Owner shall make payments on account (draws), to the Contractor. Contractor shall submit, **on or before the 10th day of each month** for work complete and in place at the end of the previous month, evidence satisfactory to Owner of the value of the Work completed equal to **ten percent (10%)** of the value of other Work completed, in accordance with

the Schedule of Values (SOV) as referenced in **Exhibit "C"**, less the aggregate of previous payments. Contractor shall receive payment on or before the **fifteenth (15th) day of the following month** after the Contractor makes its submission to Owner as hereinbefore described.

5.3.3. Prior to the payment, Contractor shall comply with all terms that may be reasonably required by the Owner or Owner's construction lender including, but not limited to, inspection of the Work in progress by Owner or its agents. However, the Owner shall not hold back more than **ten percent (10%)** of the construction draw unless withheld pursuant to Sections 4.3, 5.3.4., 5.3.7., 8, 10.3, 19 or **Exhibit "B"** herein. Contractor shall not cover any Work until the required inspections by Owner, Owner's agents and public bodies have been made. In addition, the Contractor shall provide any and all documentation which Owner or Owner's Lender (as hereinafter defined) may reasonably require prior to the payment of the draw request.

5.3.4. Any payment(s) may be withheld by Owner on account of: (a) defective Work not remedied; (b) claims filed; (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (d) damage to Owner or to another contractor; (e) unsatisfactory prosecution of the Work by the Contractor; (f) if the cost or agreed upon price as outlined in Contractor's SOV, **Exhibit "C"** of completion of the Work exceeds the remaining portion of the Contract price; or (g) Owner has reasonable concern that there will be a substantial schedule overrun.

5.3.5. In the event Owner fails to pay to Contractor any payment within ten (10) days after it is due, unless permitted to be withheld pursuant to any portion of this Contract, then Contractor may, if Owner does not make the payment within five (5) days after written notice of the default in payment, stop Work or terminate the Contract and recover from Owner payment for all Work executed.

5.3.6. Payment to Contractor shall not be construed as evidence of Contractor's proper performance hereunder. Contractor's responsibilities shall survive the completion and acceptance of the Work and payments therefore. The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

5.3.7. Pre-Pay request and Pay-Request checklist, see **Exhibit "G"**.

5.4 Final Payment constituting the entire unpaid balance of the Contract Sum shall be made by Owner to the Contractor when (1) the Contract has been fully performed by the Contractor including the Contractor's responsibility to correct nonconforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Application for Payment has been approved by the Owner, Construction Manager. In consideration of the foregoing, the final payment shall be made by the Construction Manager not more than 45 days after the Contractor has satisfied all the conditions for the final Application for Payment.

5.4.1 All Work, including punch list items, shall be completed and accepted by the Owner, the Engineer, the Lender's representative, if applicable, and all other authorities having jurisdiction over the Work, except those items which are beyond Contractor's control.

5.4.2 In order to process the final application for payment, notwithstanding anything to the contrary contained in the Contract, the Contractor shall supply:

5.4.2.1 The Contractor's Final Lien Waiver (**Exhibit "F"**) for the amount of the Final Payment, and

5.4.2.2 Final Lien Waivers from all of its subcontractors and suppliers waiving their rights through the date of the current advance and evidence a zero sum due (**Exhibit "F-1"**), and

5.4.2.3 Contractor Affidavit and Waiver of Lien (**Exhibit "F-2"**) in exchange for a promise to pay from the Owner, and

5.4.2.4 All foregoing lien waivers shall be in conformity with applicable Materialman's lien waivers as may be required by the Construction Manager, the Engineer or the Lender, and

5.4.2.5 Three (3) sets of As-Built drawings of the Project and marked up by Contractor, if requested by Construction Manager, and

5.4.2.6 The issuance of final governmental approvals and certifications to include but not limited to the detention pond, county DOT right-of-way road work and the utilities as applicable.

5.4.2.7 The Contractor's Warranty which shall specifically warranty that all materials and workmanship utilized or employed by the Contractor in the completion of the Work is warranted against all deficiencies and defects in materials and workmanship for the period of one year from the date(s) of final completion of the Contractor's Work or the acceptance of the Work by appropriate Governmental authority, whichever is longer. The Work should be warranted to Owner and/or assignees and the assignees constitute a third-party beneficiary that has the right, but not the obligation, to enforce the terms thereof to no lesser extent as Owner. In exchange for the final payment, the Contractor shall supply final, unconditional lien waivers for all its subcontractors in conformity with applicable Materialmen's lien waivers as may be required by the Owner, the Engineer or the Owner's Lender and the "promise to pay" letter to the Contractor shall be deemed to have been satisfied.

6. Extras.

No extra work or charges claimed by Contractor will be recognized or paid for unless approved in writing by Owner before the alleged extra Work is done or the alleged charges incurred. No extra work or changes approved in writing by Owner shall be paid until approved in writing by Owner by a change order ("Change Order"). The Stipulated Sum and the Completion Date may be changed only by Change Order agreed to by Owner and Contractor. The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement. Contractor shall deliver to Owner a complete and correct account of the actual cost or agreed upon price as outlined in Proposal and SOV of the Change Order and shall provide evidence satisfactory to Owner supporting such actual cost or agreed upon price as outlined in **Exhibit "C"** before Owner shall be required to make any payments for the Change Order. Both the Contractor and the Owner agree that the unit prices outlined in **Exhibit "C"** can and will be used for the purpose of delineating costs and for change orders on any site changes made which pertain to changing quantities.

7. Protection of Persons and Property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions to prevent damage or injury to: (a) all employees on the Work; (b) all the Work and all materials and equipment to be incorporated there; (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including OSHA requirements. All damages or loss to any property or person to the extent caused by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

8. Delays and Termination.

8.1 If the Contractor should: (1) be adjudged bankrupt or insolvent or apply for reorganization or arrangement or composition of creditors under State or Federal insolvency or bankruptcy laws; or (2) make a general assignment for the benefit of its creditors; or (3) suffer a receiver to be appointed over any of its property; or (4) refuse or fail to supply enough properly skilled workers and/or proper materials; or (5) fail to make prompt payment to its employees, subcontractors and material suppliers; or (6) disregard the instructions of the Owner and/or the Owner's Lender; or (7) fail to perform promptly and diligently, in accordance with the provisions of this Contract; or (8) fail to maintain the Construction Schedule; or (9) is guilty of a substantial violation of any provision of this Contract, or (10) fail to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, or (11) causes any lien to be filed on the project and does not timely bond off as contemplated in 10.3, then Owner, if the Contractor does not correct the defect within two (2) days after written notice thereof (or such longer time as may be mutually agreed upon) by a written order signed by Owner or an agent empowered by the Owner, may without prejudice to any other rights or remedies in law or equity of the Owner order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Owner may, at any time, at its discretion, terminate and cancel this Contract (or for a portion of the Work described in this Contract on a case by case basis) (without regard to default by Contractor) upon giving written notice of such termination and cancellation to Contractor. If Owner exercises said right of termination and cancellation, Owner shall pay to the Contractor, within forty-five (45) days of the date of the giving of such notice, a sum equal to the portion of the Stipulated Sum due and owing based on the Work properly completed to the date of the giving of such notice in accordance with the **Exhibit "C"** and upon certification by the Engineer and less any sums that may be due and owing to Owner under Sections 4.3, 5.3.4, 8, 10, 19 or Exhibit B of the Contract or otherwise contained herein and contingent on Contractor providing provided required documentation as detailed in Section 5 Contract Price and Payment Schedule. Notwithstanding anything to the contrary in this Contract, Contractor acknowledges that Contractor shall not be entitled to any payment for any Work not completed as of the date of termination.

8.2 The Owner, may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment, if justified, shall be made for increases in the cost of the performance of the Contract once Work is resumed upon Owner's written notification to the Contractor, including profit on the increased cost of performance, caused by suspension, delay or interruptions. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

9. Guaranty and Warranties.

9.1 Contractor shall be responsible for, and shall remedy any defects in, its Work or in the Work of its subcontractors and/or materials and pay for any damages to other Work resulting therefrom which are discovered within a **period of three (3) years ("Warranty Period")** from the date of final acceptance of the Work. Neither payment nor acceptance of the Work or termination of the Contract shall relieve Contractor of liability in response to any warranties or responsibilities for faulty material or workmanship discovered within the Warranty Period after acceptance. Contractor shall assign all warranties to Owner, which extends beyond the Warranty Period. Notwithstanding the foregoing,

Contractor shall warranty or guaranty all Work and/or materials of the Project as required in the criteria drawings and outline specific options. Nothing contained in this paragraph 9 shall be construed to establish a period of limitation with respect to other obligations which Contractor has under the Contract Documents. The establishment of the three-year period for correction of the Work as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Notwithstanding the foregoing, any warranty of a subcontractor, supplier or manufacturer shall not be limited by the foregoing.

9.2 In the event of an emergency repair to an item under warranty, Contractor agrees to affect the repair at its own cost in a timely manner. In the event that the Contractor does not affect the repair in a timely fashion, Owner shall affect the repair and Contractor shall reimburse Owner at cost plus 15%.

9.3 The Contractor shall make available at eleven (11) months after the date of substantial completion the project manager at a minimum for a warranty walk through. Contractor shall then correct within thirty (30) calendar days of such walk through any warranty item noted. In the event that the Contractor does not affect the repair in a timely fashion, Owner shall affect the repair and Contractor shall reimburse Owner at cost plus 15%.

10. Indemnity and Liens

10.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and all of their respective directors, officers, employees, contractors, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of services and duties (including omissions) hereunder by Contractor, or any subcontractor, sub-subcontractor, supplier or any other person for whom Contractor is responsible and their agents or servants, (including, but not limited to, the negligence of Contractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of the Owner and all of their respective directors, officers, employees, officials, volunteers and agents. If any claim or demand is made against any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to Contractor may be held by Owner to cover such losses and expenses.

10.2 To the fullest extent permitted by law, subcontractor agrees to indemnify, defend and hold harmless Contractor and the Owner and all of their respective directors, officers, employees, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of subcontractor's services and duties (including omissions) hereunder (including, but not limited to, the negligence of subcontractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of Contractor or Owner. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any lower-tier subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. If any claim or demand is made

against contractor or the any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to subcontractor may be held by contractor to cover such losses and expenses Contractor will supply the Owner with a separate indemnification from the subcontractors to the contractor that will be provided to Owner.

10.3 Contractor will not at any time suffer or permit any lien, attachment, or other encumbrances of whatsoever kind, under any laws of the state or otherwise, by any person or persons whomsoever, to remain on the Property. If any subcontractor or supplier files any claims or liens against the Property, the Contractor shall, within 15 days therewith, bond off such liens, secure their satisfaction and cancellations, assuming Owner has made payments, if appropriate, with respect to said claims or liens. In the event that same is not removed within said fifteen (15) days, Owner may remove the same at the expense, including cost of legal fees of Contractor, which shall be deducted from the Contract Sum. The filing of a lien by the Contractor or its subcontractors may delay timely payment on Contractor's payment application.

10.4 The Contractor further expressly undertakes to defend, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against any Indemnitee as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon or any portion of the property of Owner (referred to collectively as liens in this Section). The Contractor hereby agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings. Contractor expressly agrees that indemnification of any Indemnitee, pursuant to this section of the Contract, is made with full knowledge that progress payments may be made directly to subcontractors or material suppliers by Owner. Contractor also agrees to provide Owner with its Financial Statement if requested by Owner. Further, the Contractor agrees to indemnify Owner from any loss due to disbursing funds to Contractor on a "Draw Delay" basis when Contractor is providing anything other than unconditional lien waivers as to Contractor and all subcontractors.

10.5 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor shall have such lien discharged of record and obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim or such higher amount as may be required by the **City of Holly Springs, the Holly Springs Downtown Development Authority and Cherokee County**. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Stipulated Sum.

10.6 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owner, upon demand, for any payments so made.

10.7 In the event that Owner and Contractor are found to be concurrently negligent for any acts or omissions rising under this Contract, then each shall be responsible for its sole proportionate share.

11. Insurance.

11.1. Contractor shall, at its expense, prior to the commencement of any Work, insure and keep insured during the term of this Contract and the Warranty Period, all liability assumed by it hereunder and shall furnish Owner with evidence of insurance coverage to protect the Owner, Construction Manager and Owner's Lender (if applicable) in the form, amount and with an insurer satisfactory to Owner. Contractor, at a minimum, shall maintain:

11.1.1 Workers' Compensation and Employers Liability:

- (1) Coverage A: Per State Statute, or if not required by State Statute, minimum coverage as denoted below in Coverage B.
- (2) Coverage B: \$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit
\$1,000,000 Disease-Each Employee

11.1.2. Commercial General Liability:

- (1) \$2,000,000 General Aggregate
- (2) \$2,000,000 Products-Completed Operations Aggregate
- (3) \$1,000,000 Each Occurrence
- (4) \$1,000,000 Personal Injury

THE COMMERCIAL GENERAL LIABILITY SHALL PROVIDE AT A MINIMUM THE FOLLOWING COVERAGES:

- (5) Operations of the Contractor
- (6) Operations of subcontractor. (Contingent Liability)
- (7) Products/Completed Operations. (To be carried at least two years after full and final completion of the Work.)
- (8) Personal injury including employee related claims.
- (9) Employees as additional insured.
- (10) Property damage hazards of Explosion, Collapse and Underground.
- (11) Contractual Liability.

11.1.3 Comprehensive Automobile Liability:

- (1) \$1,000,000 Combined single limit bodily injury and property damage for all owned, non-owned and hired automobiles.

11.1.4. Umbrella Liability

- (1) \$5,000,000 Each Claim
\$5,000,000 Annual Aggregate
- (2) The umbrella liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability limits as stated in this article.

11.2 Any other insurance necessary to insure all liability assumed by Contractor under this Contract.

11.2.1 Waivers of Subrogation. Notwithstanding anything else in this Contract, the Owner and Contractor waive all rights against each other and any of their subcontractors, sub subcontractors, agents and employees, each of the other, from damages cause by fire or other perils to the extent covered by property insurance obtained pursuant to this Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect and Architect's consultants, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property.

11.3. All Contractor's insurance policies (excepting Worker's Compensation) shall contain a commitment of the Insurer to provide that (a) the policies name and insure the Owner and Construction Manager and the Contractor as their interests appear, including Owner's Lender, if any, and (b) shall not be canceled or the amount of liability reduced without thirty days prior written notice to Owner, Owner's Lender and Contractor, and shall not contain any release or waiver of liability of the insurer for failure to give such notice. Furthermore, the Cancellation Clause on the insurance certificates should provide that the company WILL give 30 days notice of any cancellation. (Specifically, the Cancellation Clause on the insurance certificate will delete the words "endeavor to" in the language that reads the company will endeavor to give 30 days notice of any cancellation. Also, the last two lines will be deleted that begin with "but failure to mail...") In addition, to any certificates of insurance evidencing such insurance coverage, the Owner and Owner's Lender shall be provided an actual copy of the insurance policy and a copy of the endorsement or endorsements thereto which shall reflect the interest of the Owner and Owner's Lender. Contractor shall require similar insurance coverage from each of its subcontractors except that the policies shall not include the umbrella liability insurance coverage set forth in paragraph 11.1.4., and the Architects Errors and Omissions Insurance set forth in paragraph 11.1.5 and the policies shall not name Owner or Owner's Lender as additional insured parties.

11.4. **Contractor shall, before commencing Work, submit a certificate of insurance for its insurance policies as follows:**

Certificate Holder: Holly Springs Downtown Development Authority and City of Holly Springs
c/o Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075

Additional insured: Holly Springs Downtown Development Authority; City of Holly Springs; Stonecrest Homes GA, LLC; and Odyssey Development Group, LLC

11.5. If Contractor suffers a loss, cost, damage or expense resulting from fire, explosion or other casualty in connection with the premises in which the Project is situated and Contractor failed to maintain in force insurance required by this Contract, then Contractor may not seek reimbursement from Owner or its agents for such loss, cost, damage or expense.

12. Documents to be Provided to Owner. Before commencing that portion of the Work, copies of the following items shall be submitted to Owner:

12.1. All names and contact information for subcontractors who will be working on the Project.

12.2. Other Cost Supporting Information: The Owner may require from time to time additional information that is not listed in this Section. Other requests will be communicated to the Contractor on an as needed basis, including but not limited to budget versus actual cost or agreed upon price as outlined in **Exhibit "C"**, reports for labor units, material, subcontracts, etc.

13. Contractor's Loss. Contractor shall be solely responsible for the protection of its tools, equipment, supplies and materials while on the job and shall carry insurance on its tools, equipment, supplies and materials to protect its interest therein until such materials are incorporated into the building.

14. Right of Audit. Intentionally Deleted.

15. Cumulative Remedies. The remedies herein provided shall be construed to be cumulative rather than exclusive of each other or any other remedy. The giving of notice when not required shall not thereafter oblige the giving of notice and the waiver of any existing right or condition shall not be deemed as a waiver of such right or condition for the future.

16. Notices. Any notice required hereunder may be served personally or by US registered or certified mail or by courier, addressed to Owner:

Holly Springs Downtown Development Authority
PO Box 990
Holly Springs, GA 30142

With a copy to:

Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075
Phone: (770) 426-5300

And to Contractor:

North Georgia Foundations, Inc.
100 Hickory Springs Industrial Drive
Holly Springs, GA. 30115

If mailed, the notice shall be considered as served on the day following the date of mailing. Either party may upon written notice to the other, specify a different address for the serving of notice.

ATW

17. **Titles.** Titles of articles are used in the Contract solely for the convenience of those examining it and are not to be resorted to as aids in its construction or interpretation.

18. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Owner's Right to Carry Out the Work.** Owner may, if Contractor defaults or neglects to prosecute the Work properly or fails to perform any provision of the Contract Documents, or does or omits to do, anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property, after three (3) calendar days written notice to Contractor, without prejudice to any other remedy Owner may have, make good all work, material, omissions or deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost incurred by Owner, including compensation for architect's or engineer's additional services made necessary by such default, neglect or failure, but no action taken by Owner granted by this Contract or by law shall relieve Contractor from any consequences or liabilities arising from such acts or omissions. If the payments then or thereafter due the Contractor are not sufficient to cover any amount due Owner thereunder, then, in addition to any other remedy due the Owner, the Contractor shall pay the difference to Owner.

20. **Job Report.** Copies of the Contractor's field representative daily report shall include daily activity information including but not limited to such information as weather, general description of Work performed, listing of subcontractors working, size of subcontract crews, daily Contractor head count by classification of worker, job meeting minutes, job visitors, any accidents including accident reports and documentation of settlement meetings. The reports shall be prepared daily and submitted to Owner weekly. Submittal is required with preference to e-mail over facsimile (**Exhibit "H"** is available in electronic format). It is mutually agreed between the parties that keeping the Owner informed of project status, issues and schedule is valuable to Owner and that Owner is entitled to rely on the same.

21. **Contractor Certification.** The Contractor and all subcontractors involved in grading, utilities and other earth disturbing activities shall implement and maintain all the pollutant control measures required by local, state and national authorities. The Contractor and all subcontractors performing earth disturbing activities will also comply with all terms and conditions of the Storm water General-Construction Permit. The Contractor and each sub contractor performing earth disturbing activities will complete the attached **Exhibit "1"**. A copy of all fully executed **Exhibit "1"** will be provided to the Owner and a copy maintained on site, prior to any earth disturbing activities.

22. **Records at the Site.** The Contractor shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data Samples, and similar required submittals. This along with two copies shall be delivered to the Owner upon completion of the Work.

23. **Agreement to Arbitrate.** All claims, disputes and matters in question arising out of, or relating to, this Contract or the breach thereof shall be decided by binding, mandatory arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. The arbitration will be held in Atlanta, Georgia and the prevailing party in such action will be awarded its reasonable attorneys' fees and expenses and shall also be entitled to and award reimbursing its share of all fees related to the cost of arbitration, whether paid to the American Arbitration Association or to the arbitrator. Absent consent of the parties, no discovery will be permitted.

EXCEPTION. This agreement to arbitrate shall not apply to any claim for contribution or indemnity asserted by one party to this Agreement against the other party and arising out of an action brought in a state or federal court, or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration.

24. List of Exhibits.

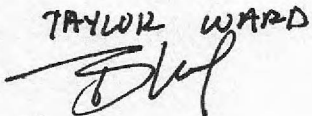
Exhibit "A"	Plan List
Exhibit "B"	General Conditions
Exhibit "C"	Schedule of Values
Exhibit "D"	Application for Payment
Exhibit "E"	Contractor Interim Waiver and Release Upon Payment
Exhibit "E-1"	Subcontractor / Supplier Interim Waiver and Release Upon Payment
Exhibit "F"	Contractor Final Waiver and Release Upon Payment
Exhibit "F-1"	Subcontractor / Supplier Final Lien Waiver and Release
Exhibit "F-2"	Contractor Affidavit and Waiver of Lien
Exhibit "G"	Pay Application Checklist
Exhibit "H"	Weekly Construction Status Report
Exhibit "I"	Contractor Certification (for NPDES)
Exhibit "J"	Legal Description

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

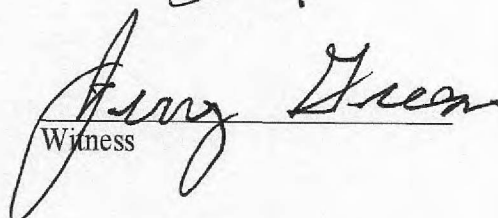
Owner:
Holly Springs Downtown Development Authority

Contractor:

By: Kevin Moore
Its: Chairman

North Georgia Foundations INC
By: TAYLOR WARD
Its: 

Witness


Witness

Owner:
City of Holly Springs

By: Steven W. Miller
Its: Mayor

Witness

EXHIBIT “A”

Plan List

1. Pond B1 Wall Detail/Section by Fairbanks Engineering Company, LLC, dated 8/7/19 and revised xx/xx/xx.
2. Pond Detail Sheet – Pond B1, Sheet C1.1.8 by Southeastern Engineering, Inc. dated 2/12/20.

EXHIBIT "B"

SITE WORK GENERAL CONDITIONS

All parties hereby agree that Contractor shall furnish all labor, material, incidental permits, equipment, storage, freight, supervision, labor taxes, material taxes, insurance, licenses and any other related cost necessary for a complete execution of all Work in their entirety and in strict accordance with the Contract Documents and in strict compliance with the requirements of all Federal, State and Local governing authorities. This Contract is also to be inclusive of, but not limited to, the following:

1. All submittals and shop drawings are to be given to the Owner within two weeks of the contract issuance. This is to include, but is not limited to, concrete structures, water pipe, drainage, storm detention, sanitary sewer and all other required materials as applicable to complete Contractor's Work.
2. Contractor to call for all required inspections and coordinate inspections with Owner. All reports shall be delivered to Owner within 48 hours of receipt by Contractor.
3. Contractor acknowledges that the tracking of mud and dirt onto pavement and other properties by its personnel or its subcontractors is a problem and in violation of permit stipulations. It will be the Contractor's responsibility to have and maintain a construction entrance with a gravel apron at each site entry and make arrangements for wash down of Contractor's, supplier's and subcontractor's trucks in order to prevent mud and dirt from being carried off-site and onto existing streets. Further, Contractor shall be responsible for removal and sweeping as required to remove said mud and dirt from pavement or other properties and returning them to their original condition as required by Contractor's own equipment and labor. In the event Contractor does not remove said mud and dirt from pavement or other properties caused by its personnel or its subcontractors in a timely fashion, Owner shall cause this work to be done and back-charge the Contractor at cost plus 15%.
4. Contractor shall be responsible for locating and protecting all existing utility services on the project site. Further, all parties agree that Contractor shall be responsible for any monetary loss or expense associated with repairs to any existing utilities damaged by Contractor's operations.
5. All parties agree that dust is a problem and a nuisance. Contractor shall implement measures immediately to prevent dust problems as caused by Contractor's Work at Contractor's sole expense.
6. All parties agree that Contractor shall properly barricade open holes and depressions occurring as part of the Work. Further, Contractor shall protect structures, utilities, sidewalks, curbs, pavement and any other product from damage. In the event any of the foregoing is damaged due to contractor neglect, Contractor shall remedy the same at Contractor's cost. In the event Contractor does not remove said mud and dirt from pavement or other properties in a timely fashion, Owner shall cause this work to be done and back-charge the Contractor at cost plus 15%.
7. As many mobilizations required to complete the project per plans and specifications are included in this Contract and will not be an additional charge to Owner.
8. Compaction will be as required by all city, county, local authorities and as specified in the Contract Documents, including any geotechnical reports therein. In the event that municipal requirements differ from the requirements on the Contract Documents, the more stringent shall apply. Random compaction tests may be conducted by Owner. Should any fail, Contractor will be required to correct at its cost and will be responsible for the cost of any subsequent testing of the failed area by Owner.

Contractor acknowledges and agrees that maintaining moisture content acceptable to Owner's geotechnical consultant is a part of this bid and that no additional charges shall accrue in the event additional equipment and / or resources are required.

9. ~~All parties hereby agree that, at the direction of Owner, the Contractor shall gather and incorporate into Work all residual material remaining as a result of utility installation, at no additional cost to Owner. This material will be used in the final grade of +/- .1ft in landscaped areas, cut and filled, and/or compacted.~~

10. All parties hereby agree that excavation by Contractor of material to a depth below the grades indicated will be deemed as unauthorized excavation and shall be properly filled and compacted at Contractor's expense including the expense of material testing.

11. All parties agree that Contractor is responsible for maintaining and submitting all documentation that may be required by governing authorities.

12. All parties agree that if at any time the construction entrance must be closed off, another means of entry to and from the work area must be provided by Contractor. Further, at no time will Contractor block construction entrances with equipment of an overnight nature. At least one passable lane throughout the project must be maintained and kept open for emergency vehicle access at all times.

13. Contractor acknowledges that it has determined to its satisfaction the nature and conditions of all work, grounds, character and quality of substrata, the types and quantities of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of this Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract.

14. All parties agree that Contractor is to relocate its office trailers, storage trailers, and containers on project site as directed by Owner.

15. ~~Contractor shall repair and re-establish grades in settled, eroded and rutted areas to the satisfaction of Owner at no additional cost until turned over to Owner.~~

16. Unless otherwise provided for in Work, Owner shall have survey crew stake control points and reference points, including benchmarks, clearing limits, slope stakes, centerline stakes, pipe and manhole stakes, curb stakes one time and per the specifications on **Exhibit "L"** attached herein. Any additional staking required will be back-charged from Contractor's monthly payment. The aforementioned staking is meant to serve merely as a guide for construction. It is the sole responsibility of the Contractor to identify and make known to Owner any discrepancies between staking and civil design.

17. Debris will not be buried on site except with the written approval of Owner, and will never be buried (a) inside the permitted building area of any lot, (b) in any street or (c) in any area requiring 95 percent compaction.

18. Unless otherwise provided for in Work, Owner will pay for construction entrance/exit one time. In the event that the Contractor, his employees or sub-contractors drive on site in wet conditions, thereby degrading the gravel pad, Contractor shall promptly replenish gravel at this own expense. If Contractor does not replenish gravel in a timely fashion, Owner will have gravel replenished and will back charge Contractor from Contractor's next pay request at cost plus 15%.

19. As part of the Work and without any additional compensation beyond the Contract Price, grading and trench protection preparations in advance of a rainfall event are a part of the Scope of Work. As such, there will be no additional charges for equipment, labor, and materials. ~~Specific activities to be performed will be at the discretion of Owner's Construction Manager, but in any event if wet weather conditions are either forecast or occur without being forecast, Contractor shall perform all work at the Site that is necessary, including the construction of temporary detention ponds, to avoid erosion as well as runoff of debris and sediment and soil from the Site onto adjacent property. Clean up following a weather event will be performed by Contractor and a part of its scope of work. In the event a notice of violation and/or citation is issued by any governmental authority or department, Contractor shall be solely liable for all corrective actions and any and all associated fees and fines.~~

20. Owner may delete parts of the Work from Contractor's Scope of Work and receive an appropriate reduction in price from the Contract Price. Such deletion will be done only after discussion with the Contractor about the deletion.

21. Owner's right to recover damages or other relief from Contractor due to Contractor's default in its obligations under this Contract shall survive the termination hereof.

22. All parties hereby agree that for mass excavation purposes "rock" shall be defined as material that cannot be ripped by a CAT D-8 with a single shank ripper or approved equivalent piece of equipment. For trench rock purposes "rock" shall be defined as material which cannot be ripped by a CAT 225, equipped with rock teeth or approved equivalent piece of equipment.

23. Any damage caused by Contractor's men or equipment to other work shall be the Contractor's responsibility to repair per Owner's specification and requirements. This includes work inadvertently performed on property other than Owner's. If Contractor does not make repairs in a timely fashion, Owner will make repairs and back charge Contractor from Contractor's next pay request at cost plus 15%.

25. In addition to all Work as indicated on the Contract Documents, the Contract shall include but may not be limited to the cost of the following:

25.1 The cost of all copies of Construction Drawings.

25.3 ~~Loading, hauling, purchasing and disposing of any/all trees, brush or debris of any nature whatsoever to or from the Project.~~

25.4 All equipment required to keep the Project on schedule, including but not limited to temporary generators during site work.

25.5 All moving of materials to, from and within the Project site.

25.6 All lifts required to complete the work and keep the Project on schedule.

25.7 Unless otherwise stipulated, in all events, Contractor shall make or cause to make adequate provision for all materials, labor, water, tools, equipment, light, power, heat, construction equipment and machinery, utilities, transportation and other facilities and incidentals necessary for the proper execution and completion of the Work.

25.8 If pertinent, Work includes all county or state Department of Transportation ("DOT") right-of-way work per the Contract Documents. Contractor is to coordinate and comply with any DOT or other governmental required signage and markings as they may pertain to lane closures and traffic control, inspections and/or reports and give copies of reports to Owner within 48 hours of receipt/completion/deficiencies. Said coordination with such authorities and correction of deficiencies is included in the Work.

25.9 The Work shall include all coordination and communication with governmental inspections for Contractors Work.

EXHIBIT “C”

**SCHEDULE OF VALUES
(to be attached)**

SCHEDULE OF VALUES SHEET

PAGE TWO

In tabulations below, amounts are stated to the nearest dollar. Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: January 0, 1900

[illegible]

EXHIBIT “D”

**APPLICATION FOR PAYMENT
(to be attached)**

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE

TO: Holly Springs Downtown Development Authority City of Holly Springs c/o Stonecrest Homes GA, LLC Attention David Edwards Phone 404-518-2750 Email dme.odyssey@gmail.com	PROJECT: Master Detention Pond Wall B-1 PHASE:	APPLICATION NO: 1 PERIOD TO: APPLICATION DATE: CONTRACT DATE: INSURANCE EXP:	Distribution to: ☒ OWNER ☐ DEVELOPER ☒ CONSTR. MGR.
FROM: North Georgia Foundations, Inc. 100 Hickory Springs Industrial Drive Holly Springs, GA 30115 Phone 770-633-6155 Email northgeorgiafoundations@gmail.com			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached

1. ORIGINAL Contract Sum	\$361,790.84
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$361,790.84
4. TOTAL COMPLETED & STORED TO DATE. (Column G on Continuation Sheet)	\$0.00
5. RETAINAGE:	
a. 10% of Completed Work	\$0.00
b. Retainage Drawn	\$0.00
c. Net Retainage Held (a - b)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE OF VALUE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$361,790.84

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

CONSTR. MGR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Construction Mgr.'s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES SHEET

PAGE TWO

In tabulations below, amounts are stated to the nearest dollar. Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: January 0, 1900

[illegible]

CHANGE ORDER SHEET

PAGE THREE

In tabulations below, amounts are stated to the nearest dollar.
Use column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: January 0, 1900

[illegible]

RETAINAGE DRAW SCHEDULE

PAGE FOUR

APPLICATION NO:
APPLICATION DATE:

1
January 0, 1900

A	B	C	D	E	F	G
COST CODE	DESCRIPTION OF WORK	TOTAL VALUE OF RETAINAGE	ASSIGNED VALUE OF RETAINAGE EARNED		TOTAL RETAINAGE DRAWN TO DATE (D+E)	BALANCE OF ASSIGNED VALUE TO FINISH TO FINISH (C-G)
			FROM PREVIOUS APPLICATION (Not in E)	THIS PERIOD		
2-4-04-02	Project Initiation Fee	0.00			0.00	0.00
2-4-04-02	Wall Construction	0.00			0.00	0.00
2-4-04-02	Certification	0.00			0.00	0.00
2-4-04-02	3-Year Warranty	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	0	0.00			0.00	0.00
0	Change Orders	\$0.00			0.00	0.00
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

INTERIM WAIVER AND RELEASE UPON PAYMENT

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS TO FURNISH WALL CONSTRUCTION INSTALLATION FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, COUNTY OF CHEROKEE, AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AND THE CITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____, 2020 AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

COMPANY: NORTH GEORGIA FOUNDATIONS, INC.

Title:

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT

ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366."

EXHIBIT E-A

List of Subcontractors

**MUST PROVIDE BELOW THE COMPANY NAME, CONTACT NAME, ADDRESS AND
PHONE NUMBER FOR EACH SUBCONTRACTOR AND SUPPLIER**

EXHIBIT "E-1"
INTERIM WAIVER AND RELEASE UPON PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY NORTH GEORGIA FOUNDATIONS, INC. TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON THE RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____, 20__ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

_____(SEAL)
COMPANY NAME

(WITNESS)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT "F"

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY CITY OF HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS TO FURNISH WALL CONSTRUCTION INSTALLATION FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, COUNTY OF CHEROKEE, AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA

UPON RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THE ____ DAY OF _____, 2020.

COMPANY:

_____ (SEAL)

Name:

Title:

(WITNESS)

100 HICKORY SPRINGS INDUSTRIAL DRIVE, HOLLY SPRINGS GA. 30115
(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION

OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-A

Legal Description of Improvements

LEGAL DESCRIPTION (PARCEL D)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:
COMMENCING at a point on the corner common to Land Lots 306, 307, 342 and 343; THENCE proceeding along the common Land Lot Line of Land Lot 342 and 343 SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST a distance of 253.83 feet to a point, said point being the POINT OF BEGINNING; THENCE continuing along said Land Lot Line SOUTH 00 DEGREES 49 MINUTES 44 SECONDS WEST a distance of 452.16 feet to a point; THENCE leaving said Land Lot line SOUTH 67 DEGREES 58 MINUTES 04 SECONDS WEST a distance of 351.60 feet to a point; THENCE NORTH 67 DEGREES 37 MINUTES 09 SECONDS WEST a distance of 250.47 feet to a point; THENCE NORTH 68 DEGREES 27 MINUTES 45 SECONDS WEST a distance of 55.24 feet to a point; THENCE along a curve to the left an arc length of 70.43 feet (said curve having a radius of 468.12 feet and a chord bearing of NORTH 35 DEGREES 47 MINUTES 34 SECONDS EAST and a chord distance of 70.36 feet) to a point; THENCE NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE NORTH 74 DEGREES 43 MINUTES 36 SECONDS EAST a distance of 68.25 feet to a point; THENCE along a curve to the left an arc length of 143.09 feet (said curve having a radius of 645.28 feet and a chord bearing of NORTH 66 DEGREES 57 MINUTES 26 SECONDS EAST and a chord distance of 142.80 feet) to a point; THENCE NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.52 feet to a point and POINT OF BEGINNING.

Said parcel contains 219,024 Square Feet or 5.03 Acres.

EXHIBIT "F-1"
WAIVER AND RELEASE UPON FINAL PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY NORTH GEORGIA FOUNDATIONS, INC. TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS MASTER DETENTION POND WALL B-1 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TOGETHER WITH THE CITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON RECEIPT OF THE SUM OF \$0.00, THE UNDERSIGNED MATERIALMAN AND/OR MECHANIC HEREBY WAIVES AND RELEASES ANY AND ALL LIENS AND CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(Company Name) (SEAL)

(WITNESS)

(Signature)

(ADDRESS)

BY: _____

ITS: _____
(Must be Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-1-A

LEGAL DESCRIPTION
(PARCEL D)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:
COMMENCING at a point on the corner common to Land Lots 306, 307, 342 and 343; THENCE proceeding along the common Land Lot Line of Land Lot 342 and 343 SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST a distance of 253.83 feet to a point, said point being the POINT OF BEGINNING; THENCE continuing along said Land Lot Line SOUTH 00 DEGREES 49 MINUTES 44 SECONDS WEST a distance of 452.16 feet to a point; THENCE leaving said Land Lot line SOUTH 67 DEGREES 58 MINUTES 04 SECONDS WEST a distance of 351.60 feet to a point; THENCE NORTH 67 DEGREES 37 MINUTES 09 SECONDS WEST a distance of 250.47 feet to a point; THENCE NORTH 68 DEGREES 27 MINUTES 45 SECONDS WEST a distance of 55.24 feet to a point; THENCE along a curve to the left an arc length of 70.43 feet (said curve having a radius of 468.12 feet and a chord bearing of NORTH 35 DEGREES 47 MINUTES 34 SECONDS EAST and a chord distance of 70.36 feet) to a point; THENCE NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE NORTH 74 DEGREES 43 MINUTES 36 SECONDS EAST a distance of 68.25 feet to a point; THENCE along a curve to the left an arc length of 143.09 feet (said curve having a radius of 645.28 feet and a chord bearing of NORTH 66 DEGREES 57 MINUTES 26 SECONDS EAST and a chord distance of 142.80 feet) to a point; THENCE NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.52 feet to a point and POINT OF BEGINNING.

Said parcel contains 219,024 Square Feet or 5.03 Acres.

EXHIBIT F-2

CONTRACTOR'S AFFIDAVIT
AND WAIVER OF LIEN

STATE OF GEORGIA
COUNTY OF CHEROKEE

Personally appeared before me, the undersigned attesting authority in and for said State and County,
_____ ("Deponent") who, being first duly sworn, on oath deposes and says as follows:

1. That Deponent is the _____ of **North Georgia Foundations, Inc.** (hereinafter referred to as "Contractor"), and that Deponent has actual knowledge of the matters set forth herein, and has the full right and authority to execute this Contractor's Affidavit and Waiver of Lien on behalf of Contractor.
2. That Contractor has recently contracted with **Holly Springs Downtown Development Authority**, together with the **City of Holly Springs** ("Owner"), owner of the property known as **Holly Springs Town Center** and lying and being in **Land Lot 343, 15th District, 2nd Section of the City of Holly Springs, Cherokee County, Georgia**, being more particularly set forth on **Exhibit A** attached hereto and hereby made a part hereof (the "Property"), for construction of **Master Detention Pond Wall B-1** improvements (the "Improvements") on the Property.
3. Contractor hereby waives any and all lien rights on said Property for any work or services performed as of this date, as all bills for said work or services have been fully paid, and all laborers, subcontractors, materialmen and suppliers of any labor, work, material or services provided to or for the Property have been paid in full.
4. That no improvements or repairs have been made on the above described Property during the ninety (90) days immediately preceding this date which have not been paid for in full, and that there are no outstanding bills incurred for labor and materials used in making improvements or repairs on said Property, or for services of architects, surveyors or engineers incurred in connection therewith.
5. Deponent acknowledges receipt of \$ _____, said sum being the balance due Contractor under the terms of said contract, in full. This Affidavit is made under the provisions of Code Section 44-14-366 of the Official Code of Georgia Annotated, and is made for the purpose of inducing Owner to pay the balance of the contract price referenced above to Contractor.
6. Contractor warrants that all materials supplied to the Property are properly installed and free from defects and that all of the work performed by Contractor conforms with the requirements of the construction drawings, specifications and other construction documents (collectively the "Construction Documents"). Deponent further certifies that the Improvements are built in compliance with the Americans With Disabilities Act of 1990, as amended, and conform with the "National Earthquake Hazards Reduction Program Recommended Provisions for the Development of Seismic Regulations for New Buildings." Any such work not conforming to these requirements, including substitutions not properly approved or installed, shall be considered defective.
7. Contractor warrants to Owner, its successors and assigns, that Contractor has performed all work required by the Construction Documents and that all work is in substantial compliance with the Construction Documents and will remain so for a period of one year from the date of this Affidavit. Contractor further warrants that during the above stated period of one year, Contractor will make repairs to the satisfaction of Owner and at Contractor's own expense. All work shall be performed by Contractor during regular working hours and at Owner's convenience.

8. Deponent acknowledges that this Affidavit may be relied upon by a lender in making a loan to Owner secured by the Property, by Owner in making final disbursement to the Contractor, and by Owner's or said lender's title insurance company insuring the title to the Property.

Deponent has executed this Affidavit under hand and seal this _ day of _____, 20__.

Signed, sealed, and delivered in the presence of: _____ Notary Public (NOTARY SEAL)	<u>DEPONENT</u> _____(SEAL) Print Name: _____
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EXHIBIT “G”

PAY REQUEST CHECKLIST

This checklist offered as a guideline to help assure timely submittal and processing of payment applications and is not intended to supersede Paragraph 5 or any other portion of the Contract.

Pre-Payment Request:

- Fully executed Contract
- Certificates of Insurance prior to commencing work.
- W-9
- List of subcontractors and suppliers with addresses and telephone numbers.
- ~~Fully executed Bond (if required).~~
- Copy of NOI as Secondary Permittee.
- Contractor Certification (Exhibit I)

Interim Payment Requests (all items are to be one original and one copy):

- Contractor Payment Application (Notarized).
- Contractor Interim Waiver and Release for work executed to date of Application along with list of all subcontractors and suppliers listed on Exhibit A of this document including Company Name, Contact Name, Company Address and Phone Number.
- Subcontractor and Supplier Interim Waiver and Release for unpaid balances of work executed to date of Application.
- Copies of supporting receipts, certificates or vouchers.
- Construction Manager certification on payment application.

Final Payment Request (all items are to be one original and one copy):

- Record Drawings – 1 original and 2 copies for a total of 3 sets
- Warranties and O & M Manuals
- Final Certificate of Use (if required)
- Completed and signed off Punch List
- Certificate of Substantial Completion
- Contractor Waiver and Release Upon Final Payment with Exhibit A attached
- Subcontractor and Supplier Waiver and Release Upon Final Payment with Exhibit A attached
- Contractor Affidavit and Waiver of Lien with Exhibit A attached
- Contractor Warranty for the benefit of Owner and referencing Project
- Consent of Surety for Final Payment (if required)

EXHIBIT “H”

WEEKLY CONSTRUCTION STATUS REPORT

Project: Holly Springs Town Center
Location: Hickory Road and Palm Street, Holly Springs GA
Contractor:
Week Ending:

Weekly Progress Report:

Trades on Site:

Schedule Issues:

Landmarks:	Landmark Date	Date Completed	Comments
1.			
2.			
3.			
4.			

Photos to be electronically sent to dme.odyssey@gmail.com each Friday by 5pm.

Submitted by:

Project Manger

EXHIBIT "I"

CONTRACTOR CERTIFICATION

Construction Manager and Contractor agree that the installation of erosion control and tree save devices according to the Erosion Control Plan and Tree Protection Plans including, but not limited to, silt fence, grassing, tree save tape and fence and other measures, are not a part of this Contract unless otherwise noted. Contractor agrees that Owner will have these devices installed in accordance with the above referenced plans. If, during the course of construction, Contractor damages or destroys any erosion control measures that are in place or tree save devices, then Contractor shall repair or replace the devices immediately at its cost and will replace any damaged tree(s), or at Construction Manager's discretion, Construction Manager shall repair and replace as necessary and shall deduce the cost thereof from Contractor's next Application for Payment. Any fines, litigation cost (including attorney's fees), and clean up cost related to the damage resulting from Contractor's damage to erosion control measures or tree save devices in place will be at the Contractor's expense and if not paid by Contractor, may be deducted from Contractor's next Application for Payment. If certain activities have the potential to damage or destroy any installed erosion control devices or tree save device, Contractor shall inform the Construction Manager's Construction Manager before the activity begins so that such damage or destruction can be avoided by Contractor. Finally, Contractor is responsible for notifying its personnel of the requirements of the Erosion Control and Tree Protection Plans and the importance of the continuing maintenance thereof.

Evidenced by signature, below, Contractor certifies that it understands the General Permit

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certificate."

"We accept all responsibilities required by such permits including, but not limited to required reporting and maintenance of on-site paperwork. Required reporting will take place until such time as a fully executed Notice of Termination has been received."

Signature (Officer's Signature Required)

Date

Taylor Ward
Printed Name

Title

EXHIBIT “J”

LEGAL DESCRIPTION

(PARCEL D)

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point on the corner common to Land Lots 306, 307, 342 and 343; THENCE proceeding along the common Land Lot Line of Land Lot 342 and 343 SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST a distance of 253.83 feet to a point, said point being the POINT OF BEGINNING; THENCE continuing along said Land Lot Line SOUTH 00 DEGREES 49 MINUTES 44 SECONDS WEST a distance of 452.16 feet to a point; THENCE leaving said Land Lot line SOUTH 67 DEGREES 58 MINUTES 04 SECONDS WEST a distance of 351.60 feet to a point; THENCE NORTH 67 DEGREES 37 MINUTES 09 SECONDS WEST a distance of 250.47 feet to a point; THENCE NORTH 68 DEGREES 27 MINUTES 45 SECONDS WEST a distance of 55.24 feet to a point; THENCE along a curve to the left an arc length of 70.43 feet (said curve having a radius of 468.12 feet and a chord bearing of NORTH 35 DEGREES 47 MINUTES 34 SECONDS EAST and a chord distance of 70.36 feet) to a point; THENCE NORTH 43 DEGREES 10 MINUTES 00 SECONDS EAST a distance of 41.16 feet to a point; THENCE NORTH 23 DEGREES 34 MINUTES 41 SECONDS EAST a distance of 41.43 feet to a point; THENCE NORTH 18 DEGREES 20 MINUTES 27 SECONDS EAST a distance of 64.28 feet to a point; THENCE NORTH 10 DEGREES 49 MINUTES 10 SECONDS EAST a distance of 69.10 feet to a point; THENCE NORTH 53 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 82.33 feet to a point; THENCE NORTH 71 DEGREES 29 MINUTES 35 SECONDS EAST a distance of 52.61 feet to a point; THENCE NORTH 81 DEGREES 46 MINUTES 36 SECONDS EAST a distance of 75.28 feet to a point; THENCE NORTH 74 DEGREES 43 MINUTES 36 SECONDS EAST a distance of 68.25 feet to a point; THENCE along a curve to the left an arc length of 143.09 feet (said curve having a radius of 645.28 feet and a chord bearing of NORTH 66 DEGREES 57 MINUTES 26 SECONDS EAST and a chord distance of 142.80 feet) to a point; THENCE NORTH 59 DEGREES 05 MINUTES 42 SECONDS EAST a distance of 75.63 feet to a point; THENCE NORTH 60 DEGREES 36 MINUTES 36 SECONDS EAST a distance of 50.52 feet to a point and POINT OF BEGINNING.

Said parcel contains 219,024 Square Feet or 5.03 Acres.



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Clearing, Grinding and Hauling Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the clearing, grinding and hauling contract for the Master Detention Pond B-1 to Southeast Grinding in the amount of \$30,000.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from three (3) companies to provide clearing, grinding and hauling for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to Southeast Grinding. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Clearing Bid Summary
3/10/2020

			Southeast Grinding		Cowart Mulch Products		Weaver Grading	
	Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total
Clear, Grind and Haul								
2.21 Acres	1	LS	\$	-	\$	-	\$	-
.75 Acre additional cleanup	1	LS	\$	-	\$	-	\$	-
Export Debris	1	LS	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-
TOTAL			\$	30,000.00	\$	45,000.00	\$	38,231.28

Southeast Grinding, Inc.
P.O. Box 962
Jasper, GA 30143
706-692-4113
Fax: 706-253-5886

PROPOSAL

Date: March 6, 2020

PROPOSAL SUBMITTED TO:

David Edwards
Odyssey Development

404-518-2750
dme.odyssey@gmail.com

PROJECT:

City of Holly Springs
Canton, GA

Total Acres: approximately 3 acres
2.21 acres cleared & .75 acre additional cleanup

Southeast Grinding, Inc., Subcontractor, proposes to log, stump, grind, and remove all timbered material on the above listed project for the sum of \$30,000.

Contractor is to provide Southeast Grinding, Inc. with safe access to timber and loading areas for both timber & grinding.

Landowner/Contractor is responsible for marking boundary lines & getting the utilities marked.

Landowner/Contractor is also responsible for all permits that the county and state require. Including but not limited to: soil erosion controls, etc.

Payment: Payment for the job will be split up into 2 payments. Half will be due when logging is complete--prior to stumping & grinding. The remainder will be due when the job is complete. Each payment due within 10 days of billing.

Thank you for allowing us the opportunity to bid the job. If you have any questions please contact us at 706-692-4113.

Proposal accepted by: _____ Date: _____
Steven W. Miller, Mayor, City of Holly Springs

Proposal accepted by: _____ Date: _____
Kevin Moore, Chairman, Downtown Development Authority of Holly Springs



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Erosion Control Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the erosion control contract for the Master Detention Pond B-1 to TEC in the amount of \$12,270.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from five (5) companies to provide erosion control for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to TEC. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Erosion Control Bid Summary
3/10/2020

	Quantity	Watkins Erosion Control				HydroSpec				TEC				Weaver Grading				Georgia Development Partners			
			Unit Price		Total		Unit Price		Total		Unit Price		Total		Unit Price		Total		Unit Price		Total
Erosion Control																					
Type C Silt Fence	2100	LF	\$ 2.15	\$	4,515	\$ 2.00	\$	4,200.00	\$ 2.00	\$	4,200	\$ 3.65	\$	7,665	\$ 3.67	\$	7,707				
Slope Matting at Pond	1800	SY	\$ 1.20	\$	2,160	\$ 0.98	\$	1,764.00	\$ 0.90	\$	1,620	\$ 1.44	\$	2,592	\$ 1.25	\$	2,250				
Tree Save Fencing	1050	LF	\$ 1.15	\$	1,208	\$ 1.00	\$	1,050.00	\$ 0.90	\$	945	\$ 2.50	\$	2,625	\$ 2.50	\$	2,625				
Permanent Grassing	3.0	AC	\$ 1,450.00	\$	4,350	\$ 1,400.00	\$	4,200.00	\$ 1,195.00	\$	3,585	\$ 1,820.00	\$	5,460	\$ 1,650.00	\$	4,950				
Stone Check Dams (CD-S)	4.0	EA	\$ 350.00	\$	1,400	\$ 400.00	\$	1,600.00	\$ 480.00	\$	1,920	\$ 850.00	\$	3,400	\$ 550.00	\$	2,200				
TOTAL				\$	13,632.50	\$		12,814.00	\$		12,270.00		\$	21,742.00		\$	19,732.00				

The Erosion Company, LLC
3207 South Cherokee Lane
Suite 410
Woodstock, GA 30188



corporate voice: 678.990.0207
corporate fax: 678.990.0211
www.tecompanies.com

Customer: Odyssey Development

Project Name: Holly Springs Pond B-1
Cherokee County

Contact Name: David M. Edwards

Quote Date: March 3, 2020

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
INSTALLED ITEMS					
Cd-S	Rock Check Dams	EA	4.0	\$480.00	\$1,920.00
Sd1-S	Type C Silt Fence	LF	2,100.00	\$2.00	\$4,200.00
Tsf	Tree Save Fence- wood stakes 10' o/c	LF	1,050.00	\$0.90	\$945.00
Ds3	Permanent Seeding- Hand Seed (seed, fertilizer, straw)	ACRE	3.00	\$1,195.00	\$3,585.00
Ss	Slope Mat, Straw Blanket	SY	1,800.00	\$0.90	\$1,620.00

ESTIMATED INITIAL INSTALLATION TOTAL: \$12,270

ALTERNATES

Co	Construction Exit 20' x 50' x 6"	EA	1.00	\$1,690.00	\$1,690.00
Sd1-S	Type C Systems (CPOP)	LF	2,030.00	\$2.10	\$4,263.00
Ds3	Permanent Hydroseed (seed, fertilizer, neutralime, hydromulch, tackifier)	ACRE	2.25	\$1,650.00	\$3,712.50
Ds1	Temporary Mulch	BALE	as needed	\$8.50	
Ds2	Temporary Seeding	ACRE	as needed	\$950.00	
	Maintenance Re-Fertilization	ACRE	as needed	\$350.00	

NPDES MONITORING AND REPORTING- Performed By Third Party

	Weekly, Monthly, and Post Rainfall Inspections	MO		\$393.00	
--	--	----	--	----------	--

NOTES:

- 1 **Each site visit will have a minimum \$295.00 charge.**
- 2 Quoted prices are good for 60 days prior to work commencement. Work commencing more than 60 days from the proposal date, may be subject to repricing/recontracting.
- 3 Installed prices include labor, equipment, material, and applicable tax.
- 4 All prices above do not include Davis Bacon Wages or Certified Payroll. If Davis Bacon Wages or Certified Payroll is required add 20% to all unit prices.
- 5 Any Training/certification required for any job will be billed at per man per hour labor rates for time spent.
- 6 Temporary Mulch and Temporary Seed are quoted per acre to be applied as needed.
- 7 Unit price for seeding items does not include ground prep, watering, or mowing.
- 8 The permanent seed application does not include a warranty. Rates, terms and conditions for TEC Seeding Warranty are available upon request.
- 9 Unit price reflects installation only; maintenance and removal are not included.
- 10 All quantities are estimated; billing will reflect actual amount installed.
- 11 If TEC is called out for work and the site is not ready a per man per hour charge may be billed for time waiting on site.
- 12 General Contractor responsible for traffic control, utility locates, and construction staking.
- 13 If site conditions require extra labor an additional charge will be added. This may include, but is not limited to, hand trenching, digging in rock, clearing, and hand transporting material over 500 feet.
- 14 Unless otherwise agreed upon in writing payment terms due upon receipt of invoice.

TEC is a premiere provider of vegetative and structural best management practices in the Southeast.

Thank you for the opportunity to submit this quote; we look forward to working with you on this and future projects.

Caleb Jordan mobile: 404-392-6570
Director of Estimating/Purchasing
The Erosion Company
cjordan@tecompanies.com

Corey Carroll mobile:
Sales Manager
The Erosion Company
ccarroll@tecompanies.com

TEC performs erosion control services at the direction of the contractor and their designees. Because the services TEC provides are only part of the overall site NPDES compliance package, TEC cannot guarantee that the work performed in its entirety will result in meeting the full requirements of federal, state, county, city, or other jurisdictional requirements. TEC recommends that owners/contractors engage the services of civil engineers, site designers, internal certified employees, and separate NPDES monitoring companies to ensure that their project will comply with all local and state laws.

Authorized by: _____
Steven W. Miller, Mayor, City of Holly Springs

Authorized by: _____
Kevin Moore, Chairman, Downtown Development Authority

Date: _____

Date: _____

TEC Representative: _____

Date: _____



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Grading and Site Work Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the grading and site work contract for the Master Detention Pond B-1 to Weaver Grading in the amount of \$63,998.68.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from three (3) companies to provide grading and site work for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to Weaver Grading. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Grading Bid Summary
3/10/2020

		Weaver Grading		Georgia Development Partners		D Douglas Hall Construction	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
Grading							
Mobilization	1	LS \$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00
Mass Grading (engineer estimate +/-6000 CY)	1	LS \$ 25,260.00	\$ 25,260.00	\$ 33,566.50	\$ 33,566.50	\$ 59,500.00	\$ 59,500.00
Fine Grading	1	LS \$ 4,500.00	\$ 4,500.00	\$ 6,654.00	\$ 6,654.00	\$ 18,000.00	\$ 18,000.00
Excavate CIP Footing (to top of footing)	1.0	LS \$ 9,321.00	\$ 9,321.00	\$ 15,845.00	\$ 15,845.00	\$ 16,000.00	\$ 16,000.00
Crushed Concrete Access Road	250	CY \$ 15.00	\$ 3,750.00	\$ 10.50	\$ 2,625.00	\$ 14.50	\$ 3,625.00
Construction Exit per Plan	1	EA \$ 3,188.00	\$ 3,188.00	\$ 4,200.00	\$ 4,200.00	\$ 1,950.00	\$ 1,950.00
Skimmer	1	EA \$ 5,300.00	\$ 5,300.00	\$ 3,750.00	\$ 3,750.00	\$ 3,900.00	\$ 3,900.00
Trash Rack	1	EA \$ 4,500.00	\$ 4,500.00	\$ 2,875.00	\$ 2,875.00	\$ 3,900.00	\$ 3,900.00
Gabion Wall (Rip Rap)	48	TN \$ 85.00	\$ 4,080.00	\$ 66.70	\$ 3,201.60	\$ 75.00	\$ 3,600.00
Rip Rap and Level Spreader per Plan	1	LS \$ 2,600.00	\$ 2,600.00	\$ 4,901.20	\$ 4,901.20	\$ 4,500.00	\$ 4,500.00
Baffle Wall (Plywood)	71	LF \$ 14.08	\$ 999.68	\$ 23.50	\$ 1,668.50	\$ 45.00	\$ 3,195.00
TOTAL			\$ 63,998.68		\$ 81,286.80		\$ 122,670.00

**WEAVER GRADING, INC.**

PROPOSAL DATE: MARCH 10, 2020

PROJECT: GRADING AT DETENTION POND B-1 / HOLLY SPRINGS TOWN CENTER
CITY OF HOLLY SPRINGS / CHEROKEE COUNTY

PROPOSAL REFERENCE: PROPOSAL #1

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	SUBTOTALS
GENERAL CONDITIONS					\$500.00
MOBILIZATION	1	LS	\$ 500.00	\$ 500.00	
CLASSIFIED EXCAVATION					\$63,498.68
MASS GRADING (+/- 6,000 CY FROM ENGINEER)(WASTE ON-SITE)	1.00	LS	\$ 25,260.00	\$ 25,260.00	
FINE GRADING	1.00	LS	\$ 4,500.00	\$ 4,500.00	
EXCAVATE CIP FOOTING (TOP OF FOOTING)	1.00	LS	\$ 9,321.00	\$ 9,321.00	
CRUSHED CONCRETE ACCESS ROAD (PER SKETCH)	250.00	CY	\$ 15.00	\$ 3,750.00	
CONSTRUCTION EXIT (PER PLAN)	1.00	EA	\$ 3,188.00	\$ 3,188.00	
SKIMMER	1.00	EA	\$ 5,300.00	\$ 5,300.00	
TRASH RACK	1.00	AC	\$ 4,500.00	\$ 4,500.00	
GABION WALL	48.00	TN	\$ 85.00	\$ 4,080.00	
RIP RAP & LEVEL SPREADER PER PLAN	1.00	LS	\$ 2,600.00	\$ 2,600.00	
BAFFLE WALL (PLYWOOD)	71.00	LF	\$ 14.08	\$ 999.68	
PROPOSAL GRAND TOTAL -- CLASSIFIED EXCAVATION					\$63,998.68

PAYMENT & PERFORMANCE BOND RATE: 1.5%

Authorized By:

City of Holly Springs

Date

Authorized By:

Downtown Development Authority

Date



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Stormwater Infrastructure Master Detention Pond B-1

DATE: March 12, 2020

RECOMMENDATION: To award the stormwater infrastructure contract for the Master Detention Pond B-1 to Weaver Grading in the amount of \$99,998.48.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Master Developer requested proposals from three (3) companies to install stormwater infrastructure for the Master Detention Pond B-1. They recommend that the City of Holly Springs award the contract to Weaver Grading. A summary of the proposals is attached to this report.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: Funds for this contract are included in the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2019

Master Detention Pond B-1
Storm Bid Summary
3/10/2020

	Quantity		Weaver Grading			Georgia Development Partners			D Douglas Hall Construction					
				Unit Price	Total		Unit Price	Total		Unit Price	Total			
Storm														
Mobilization	1.0	LS	\$	500.00	\$	500.00	\$	2,000.00	\$	2,000.00	\$	4,500.00	\$	4,500.00
Junction Box	6.0	EA	\$	4,380.00	\$	26,280.00	\$	6,074.09	\$	36,444.54	\$	1,500.00	\$	9,000.00
Additional Depth	53.0	VF	\$	189.00	\$	10,017.00	\$	229.08	\$	12,141.24	\$	650.00	\$	34,450.00
60" Headwall	1.0	EA	\$	2,241.00	\$	2,241.00	\$	2,526.51	\$	2,526.51	\$	4,500.00	\$	4,500.00
48" RCP CL III	319.0	LF	\$	121.12	\$	38,637.28	\$	133.51	\$	42,589.69	\$	145.00	\$	46,255.00
48" CMP AT 2	180.0	LF	\$	79.24	\$	14,263.20	\$	71.35	\$	12,843.00	\$	60.00	\$	10,800.00
Cored and Bricked for Future B2, B3 and B4	3.0	EA	\$	500.00	\$	1,500.00	\$	275.00	\$	825.00	\$	850.00	\$	2,550.00
Bedding Stone	108.0	TN	\$	40.00	\$	4,320.00	\$	38.00	\$	4,104.00	\$	52.00	\$	5,616.00
Backfill Stone	56.0	TN	\$	40.00	\$	2,240.00	\$	38.00	\$	2,128.00	\$	52.00	\$	2,912.00



WEAVER GRADING, INC.

PROPOSAL DATE: MARCH 10, 2020

**PROJECT: STORM AT DETENTION POND B-1 / HOLLY SPRINGS TOWN CENTER
CITY OF HOLLY SPRINGS / CHEROKEE COUNTY**

PROPOSAL REFERENCE: PROPOSAL #1

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	SUBTOTALS
GENERAL CONDITIONS					\$500.00
MOBILIZATION	1	LS	\$ 500.00	\$ 500.00	
STORM SYSTEM					\$99,498.48
JUNCTION BOX	6.00	EA	\$ 4,380.00	\$ 26,280.00	
ADDITIONAL DEPTH	53.00	VF	\$ 189.00	\$ 10,017.00	
60" HEADWALL	1.00	EA	\$ 2,241.00	\$ 2,241.00	
48" RCP CL III	319.00	LF	\$ 121.12	\$ 38,637.28	
48" CMP ALUMINIZED TY 2 16 GA	180.00	LF	\$ 79.24	\$ 14,263.20	
CPORED AND BRICKED FOR FUTURE (B2/B3/B4)	3.00	EA	\$ 500.00	\$ 1,500.00	
BEDDING STONE (#57)	108.00	TN	\$ 40.00	\$ 4,320.00	
BACKFILL STONE (#57)	56.00	TN	\$ 40.00	\$ 2,240.00	
PROPOSAL GRAND TOTAL -- CLASSIFIED EXCAVATION					\$99,998.48

PAYMENT & PERFORMANCE BOND RATE: 1.5%

Authorized By:

City of Holly Springs

Date

Authorized By:

Downtown Development Authority

Date

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

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

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

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

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

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

This Resolution is adopted this 18th day of March 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Make	Model	Serial Number
ACER	computer monitor	DTVGRAA0073390304A9600
ACER	computer monitor	PSVAM03015047017D92703
ACER	computer monitor	DTVFMAA0012470473F9200
ACER	computer monitor	PSVAM0303411103B802703
SAMSUNG	network extender	S2LG429524
SAMSUNG	network extender	S2LG428037
BROTHER	printer	U62674C2N372534
BROTHER	printer	U64219M6N498983
BROTHER	printer	U62674EZNS15507
D-LINK	Router	PVF62DC000098
D-LINK	Router	PVF62EC000164
D-LINK	Router	PVF62EC000239
D-LINK	Router	PVF62EC000285
ACER	Computer screen	91007121040
ACER	Computer screen	ETL840B018745010723920
LENOVO	Computer screen	V6-FB654
CYBERPOWER	UPS	CPJ AQ2000202
NETGEAR	Gigabit switch	2LS7433R504AB
NETGEAR	Gigabit switch	2LS5373C50457
LOGITECH	Keyboard	20 quantity
DELL	Laptop	4YH1V91
THINKPAD	Laptop	7K9WB
ACER	Computer Monitor	PSVAM03014036071962703
ACER	Computer Monitor	DTVCXAA00123002A169201
BROTHER	Printer	U62674C1J732108
ACER	Computer Monitor	DTVLAAA005436014769600
ACER	Computer Monitor	DTVMWAA00561802249600
ACER	Computer Monitor	DTVFMAA00131707D2C9200
ACER	Computer Monitor	DTVGRAA0073380B7EB9600
ACER	Computer Screen	33802000342
DELL	Computer Screen	CN-0FP182-71618-7AP-GBF7
ACER	Computer Screen	31703460485
ACER	Computer Screen	ETLE10D0929440DC2A8502
DELL	Keyboard	CN0RH6597357182K00GC
TRENDNET	Gigabit Switch	CA11045029913
DELL	Computer Screen	MX-0GM504-74262-7CB-1EMS
DELL	Computer Monitor	1HRXIG1
ACER	Personal Computer Screen	PQVBT0301811401BD33000
ACER	Personal Computer Screen	PQVBM0300204108DE3000
ACER	Personal Computer Screen	PQVBT03018120066523000
ACER	Keyboard	14 Quantity
CYBERPOWER	UPS	CPA8Y2002752
CYBERPOWER	UPS	CPA8Y2002751
CYBERPOWER	UPS	CPE702000770
CYBERPOWER	UPS	CPJ AQ2000200

TRIPPLITE	UPS	2333GVHBC785700067
TRIPPLITE	UPS	2748JVHBC785002629
TRIPPLITE	UPS	2709AVHOM87A200426
TRIPPLITE	UPS	2321GY0BC785702500
ACER	Computer Screen	PQVBM03002041049093000
ACER	Computer Screen	SN/ID:02902121285
AVERATEC	Computer Screen	DB01KE080602400
XEROX	Printer	Phaser 6010
SONICWALL		0617C5BDC968
SONICWALL		0017C577OE41
TRIMBLE	Handheld	P/N:88180-04
BROTHER	Printer	S/N:U62674K3N591324
HP	Printer	CNGS487853
DELL	Printer	4JF2071
NETGEAR	Ethernet Switch	4F216A5601C96
NETGEAR	Ethernet Switch	4F21715P000EC
TRENDNET	Ethernet Switch	C213475000120
TP-LINK	Gigabit Rackmount Switch	
TP-LINK	Gigabit Rackmount Switch	
TP-LINK	Gigabit Rackmount Switch	
TP-LINK	Gigabit Rackmount Switch	
TP-LINK	Gigabit Rackmount Switch	
HP	Computer Screen	CNC911P0D4
D-LINK	Router	PVF62EC000239
XEROX	Printer	Phaser6500
XEROX	Printer	Phaser6505
DVR		812120836X0274
SUPER GUARD	Laminator	1 Quantity
EPSON	Printer	2 Quantity
MACE	Security Camera	4 Quantity
SEE	Color Security Camera	4 Quantity
LOGITECH	Mouse	18 Quantity
ACER	Mouse	5 Quantity
DELL	Mouse	1 Quantity
ASUS	Tablet	3 Quantity
TRENDNET	Hardrive	P/N:CSE-825
	Hardrive	S5AFMHRP8B01900
TRENDNET	Gigabit Switch	C213475000117
NETGEAR	Gigabit Switch	4F21715K0045E
MISCELLANIOUS	Wires, Chargers	2 Boxes
Tripplite	UPS	2333GVHBC785700067
"	"	2748JVHBC785002629
"	"	2709AVHOM81A200426
"	"	2321G40BC785702500
Swan	DVR	S/N2514402120354
4CH H.264	DVR	S/nBINI00537
Tripplite		AGSM5518

BROTHER	HL-22	U62674L3N686009
BROTHER	INK & TONER	U64965D8N4D3764
MICROSOFT	KEYBOARD	S/N7664204191906
LOGITECH	SPEAKERS	JC417CQ3716
CYBERPOWER		CQXE2004599
ACER	DVD RECORDER	DTVMWAA002735011199600
ACER	COMPUTER MONITOR	SNID234000209342
ACER	DVD RECORDER	DTVCXAA00123002A129201
ACER	KEYBOARD	DKUSB1P02D43400D17K701
LOGITECH	SPEAKERS	S-0152A1
APC		420627P62835
ACER	DVD RECORDER	DTVCXAA0012200F8ED9201
ACER	COMPUTER MONITOR	S/N23400209642
LOGI	KEYBOARD	JNZYR0012
LOGI	MOUSE	17507Z0DKML8
DELL	SPEAKERS	CN-OCJ378-37174-69N-03M0
ACER	DVD RECORDER	DTVGRAA0073380BA579600
DELL	COMPUTER MONITOR	CN-09C3CH-77401-8AD-2544-A00
BROTHER	PRINTER	U61444L8J866649
PANASONIC	TOUGHBOOK	CF-VEBHIBU
PANASONIC	TOUGHBOOK	3CKSA12489
PANASONIC	TOUGHBOOK	3CKSA12461
PANASONIC	TOUGHBOOK	DFQX3A14XB
PANASONIC	TOUGHBOOK	X16-96076
PANASONIC	TOUGHBOOK	3EKYB50239
STAR	FUTURE PRINT	S/N22550217121100900
STAR	FUTURE PRINT	S/N22550217121100915
CISCO	GIGABIT SECURITY ROUTER	SER15250459
MOTOROLA	SURFBOARD	S/N359079314536150901012019
XEROX	PRINTER	S/N5AV803380
NYRIUS	RECEIVER	S/N151100237
D-LINK		S/NPV5TIC400041
LENOVO	LAPTOP	S/NR9-KZMK6
HP	LAPTOP	S/N3160HMMW
THINKPAD	LAPTOP	S/NLR-VRDAG
ACER	DESKTOP	DTVMFAA00124704A939200
ACER	DESKTOP	DTVKCAA006432023B89600
ACER	MONITOR	ETLC30813823400849421A
ACER	MONITOR	MMLXTAA0024310BF168500
GEOVISION	NVR W/MONITOR	NO SERIAL
GEOVISION	DOME CAMERA (7)	NO SERIAL
GEOVISION	PTZ CAMERA (3)	NO SERIAL
GEOVISION	BULLET CAMERA (3)	NO SERIAL
XEROX	PHASER 6500 PRINTER	NO SERIAL

(800) 319-8096 Fax:(516) 674-8119



Date _____



COUNCIL AGENDA REPORT

FROM: Karen Norred

TO: Mayor and City Council

CC: Public Information

SUBJECT: Proposed Amendments to the Personnel Manual

DATE: March 12, 2020

RECOMMENDATION: To amend the Personnel Manual to create Section 11.2.4 Contagious Conditions, Section 11.2 Attendance and Punctuality.

REPORT-IN-BRIEF: The City strives to provide a safe and healthy workplace for all employees. This policy outlines our overall response to a pandemic flu outbreak or similar illness.

This policy outlines specific steps the City takes to safeguard employees' health and well-being during a flu pandemic, or similar illness, while ensuring the City's ability to maintain essential operations and continue providing essential services to our citizens. In addition, it provides guidance on how we intend to respond to specific operational and human resource issues in the event of a pandemic.

CONCURRENCES: The City Manager concurs with this recommendation.

A RESOLUTION TO AMEND THE PERSONNEL MANUAL OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, TO CREATE SECTION 11.2.4 CONTAGIOUS CONDITIONS, SECTION 11.2 ATTENDANCE AND PUNCTUALITY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Section 1. Section 11.2.4 Contagious Conditions, Section 11.2 Attendance and Punctuality of the Personnel Manual of the City of Holly Springs, as amended, is created as follows:

11.2.4 Contagious Conditions

Sick employees who report to work with a Contagious Condition and/or Symptoms, as those terms are defined in this Section, may significantly impact City operations due to the potential for spreading sickness, leading to diminished productivity and lack of quality or attention to safety.

Public health officials recommend options and practices to reduce the risk of contracting a contagious condition or passing on a contagious condition: receiving flu vaccinations, covering nose or mouth when coughing or sneezing, washing or sanitizing hands, and using sanitizers on common work areas. Another key recommendation by public health officials is that employees should refrain from reporting to work with a Contagious Condition and/or Symptoms, so as not to spread a condition or disease.

In the interest of maintaining a safe and healthy workplace, the City may require persons with a Contagious Condition and/or Symptoms not to report to work and/or may send employees with a Contagious Condition and/or Symptoms home.

(a) Contagious Condition and/or Symptoms

For purposes of this Section, a Contagious Condition and/or Symptoms exist when:

(1) An employee is diagnosed with an infectious/contagious condition (e.g., emerging/novel diseases such as Coronavirus, SARS, swine flu, H1N1; influenza, strep throat, tuberculosis, bacterial meningitis, mononucleosis, mumps, measles, rubella, chicken pox, etc.); and/or

(2) An employee exhibits influenza-related symptoms (e.g., fever, vomiting, diarrhea, headache, cough, sore throat, runny or stuffy nose, muscle aches) or other symptoms described by a public health agency as indicative of other contagion, such as Coronavirus, SARS, swine flu, H1N1, etc.; and/or

(3) An employee and/or family member/household member has recently traveled to a geographic area for which the Centers for Disease Control and Prevention (CDC) has issued a Level 2 or 3 travel advisory, or has engaged in an activity with heightened risk of infection (such as recently being on a cruise ship) identified by a public health agency to present a high

degree of contagion health risk; and/or

(4) Even for an asymptomatic employee, significant exposure to and/or prolonged contact with a person with a condition described in subparagraph (1) above or who has been quarantined by a medical provider or public health agency or who has elected to self-quarantine because of likely exposure to such a condition.

(b) Workplace Requirements

The City and its employees bear responsibility for a safe and productive workplace environment. Accordingly, an employee with a Contagious Condition and/or Symptoms:

(1) Will not report to the workplace so as not to infect other employees or members of the public.

(2) Will not report to the workplace until his/her symptoms have subsided in accordance with guidance issued by a public health agency. The City reserves the right to require documentation of health status to return to work in compliance with public health standards.

(3) Will not report to the workplace after returning from, or after a family/household member has returned from, a geographic area or other situation identified by a public health agency to present a high degree of contagion health risk or an area for which the CDC has issued a Level 2 or 3 travel advisory. In such case, the employee cannot return to the workplace until completion of the incubation period identified by a public health agency and until the employee has provided any documentation of health status to return to work in compliance with public health standards. (Any such documentation must be submitted to Human Resources for approval as provided in subsection (d), below, in advance of returning to the workplace.)

(4) May be sent home based on observation of symptoms of a Contagious Condition.

(c) Absence Due to Contagious Condition and/or Symptoms

An employee who has been sent home by the City and/or has not reported to work due to a Contagious Condition and/or Symptoms, or who has been quarantined by a medical professional or public health agency, will be required to use accrued Sick Leave or Annual Leave. If accrued paid leave is unavailable or exhausted, the employee will be recorded as absent with approved unpaid leave. In the event that an employee's absence pursuant to an approved unpaid leave extends beyond five (5) days and/or an employee's absence pursuant to an approved unpaid leave becomes a recurring issue, and such absences are deemed to constitute an undue burden upon the City, the City may request that the employee provide a doctor's certification as to the employee's current condition. Any prolonged absences will be addressed in compliance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved).

The City may approve an employee to work from home or another private location while recuperating or monitoring a family/household member diagnosed with a Contagious Condition.

Such approval is dependent upon consideration of factors, including the employee's position, the severity of the illness, and other safety and logistical considerations.

Any employee absent due to a Contagious Condition and/or Symptoms must contact Human Resources to determine if the employee and medical condition qualifies for Family Medical Leave. In such case, the policy covering Family Medical Leave Act shall apply.

(d) Return to Work from a Contagious Condition and/or Symptoms

When an employee who has been absent due to his or her own or a family/household member's Contagious Condition or Symptoms is ready to return to work, the City may require any documentation of health status to return to work in compliance with public health standards. Any written statement must be submitted *electronically* to Human Resources, which shall review and must approve the release *before* the employee may return to work. If such documentation is not immediately available (due to the limited capacity of health care providers or otherwise), the case will be reviewed by the City Manager and the City Clerk.

(e) Compliance

Due to the serious ramifications of non-compliance, any violation of the policy as set forth may subject the employee to disciplinary action, up to and including termination.

This Section will be administered in accordance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved).

(f) Scope of Policy

This section applies to all employees, volunteers, interns, and any other individuals performing services on the City's behalf, whether paid or unpaid.

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Resolution 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 Resolution not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and does hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

So resolved, this 18th day of March, 2020.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
February 3, 2020

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager Ron Carter, Deputy Chief Tommy Keheley, Lt. Casey Barton, Lt. Michael Hales, Sgt. Joe McDonald, Sgt. Michael Sheehan, Corp. Kyle Bunch, Ofc Andrew Drake, Ofc. Aja Rodriguez, and Det. Sherron Conrad.

Mayor Miller called the Work Session to order.

Mayor Miller led the Pledge of Allegiance. Councilman Smith gave the invocation.

Chief Carswell recognized and announced the promotion of Michael Hales to the rank of Lieutenant. Lt. Hales' wife, Kristi, pinned him with his new badge.

No action taken.

Councilman Whitaker made a motion to enter Executive Session for the purpose of Litigation. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to return from Executive Session. Councilwoman Barnett seconded the motion. Motion carried 5-0.

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
February 24, 2020

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, Chief Michael Carswell, Community Development Director Nancy Moon, Deputy Chief Tommy Keheley, Main Street Director/Assistant City Clerk Erin Honea, Finance Director Denise Lamazares, Court Administrator Donna Sanders, and IT/Facilities Manager Ron Carter.

Mayor Miller called the Work Session to order.

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

Meeting adjourned.

City of Holly Springs
City Council Meeting Minutes
February 24, 2020

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, Chief Michael Carswell, Community Development Director Nancy Moon, Deputy Chief Tommy Keheley, Main Street Director/Assistant City Clerk Erin Honea, Finance Director Denise Lamazares, Court Administrator Donna Sanders, Stormwater Coordinator/GIS Technician Zach Arnold, IT/Facilities Manager Ron Carter, Senior Court Clerk Christy Davidson, Lieutenant Greg Clyburn, Lieutenant Mike Hales, Sergeant Michael Sheehan, Corporal Greg Bettis, Sergeant Jeff Lance, Detective Travis Wood, Detective Sherron Conrad, Officer Megan Yeager, Officer Mike Adams, Officer Ray Beasley, Officer Aja Rodriguez, Officer Conner Burnes and Cadet Joe Burson.

Mayor Miller called the meeting to order. Councilman Smith gave the invocation.

Mayor Miller read a Proclamation recognizing Eagle Scout Lukas Baardson.

Mayor Miller recognized outgoing board members Van Cantrell, Main Street Board, and John Wiegand, Planning and Zoning Commission.

Mayor Miller and City Manager Robert H. Logan recognized Donna Sanders, Court Administrator, as the 2019 Employee of the Year.

Mayor Miller and Chief Michael Carswell recognized Officer Megan Yeager as the 2019 Officer of the Year.

Mayor Miller and Chief Michael Carswell presented Lieutenant Greg Clyburn with the Bob Fuller Leadership Award.

Chief Michael Carswell recognized Deputy Chief Tommy Keheley's 50 years of law enforcement service.

Anita Summers, Executive Director of the Sequoyah Regional Library System presented the Sequoyah Regional Library System's 2018-19 Annual Report.

Jennifer Nilsson, Managing Partner, Clementine Creative, presented the Branding Launch Preview for the Town Center Project.

Mayor Pro Tem Zenchuk made a motion to amend the agenda to move items 6-13 to the Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Consent Agenda:

1. January 23, 2020 Council Meeting Minutes

2. CUP-01-2020, a Conditional Use Permit for a “Massage Therapy” establishment, concerning 0.62+/- acres, identified as tax parcel 055 of tax plat 93N00, located off of Holly Springs Parkway with staff stipulations
3. Contract Change Order #8 from Georgia Development Partners for the Hickory Road and Palm Street Intersection Improvements Project
4. Proposal No. P19120 (Revised) for preliminary subsurface exploration and geotechnical engineering evaluation for the Town Center Parking Deck among Oasis Consulting Services, Holly Springs Downtown Development Authority, and the City of Holly Springs
5. Resolution supporting legislation for the Georgia Local Government Infrastructure Finance Authority Act
6. MCSJ Contract and the Cloud Hosting Agreement between Edmunds GovTech, Inc. and the City of Holly Springs in an amount not to exceed \$229,810 for the first year, \$28,800 in year two, and \$29,100 in year three
7. Scope of Services for Holly Springs Town Center, Monthly Services Retainer from Clementine Creative in an amount not to exceed \$4,500 per month
8. Towing and Storage Services Agreement between Ingram Towing & Impound Service, Inc. and the City of Holly Springs and to authorize the Mayor to execute the agreement
9. Ordinance of the City of Holly Springs, Georgia approving budget amendments for the fiscal year 2019 for the Hotel/Motel Tax Fund
10. Award the Hickory Road Sidewalk and Drainage Improvements Project to Triscapes Incorporated in an amount not to exceed \$305,854, and to authorize the Mayor to sign the construction documents
11. Award the Palm Street Sidewalk and Drainage Improvements Project to A1 Contracting in an amount not to exceed \$1,240,231, and to authorize the Mayor to sign the construction documents
12. Proposal from Caldwell Cline Architects & Designers for Design Development Phase and Construction Documents for the parking deck in the Town Center Project
13. Amendment to Intergovernmental Agreement with Downtown Development Authority (DDA) and deed to transfer property to DDA

Councilwoman Phillips made a motion to approve the February 24, 2020 Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Councilwoman Dee Phillips made a motion to enter into Executive Session for the purposes of Litigation and Real Estate. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Dee Phillips made a motion to return from Executive Session. Councilwoman Barnett seconded the motion. Motion carried 5-0.

City Manager Robert H. Logan announced that the January financial report was in the agenda packet.

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

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

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

Section 1. The Official Zoning Map of the City of Holly Springs, dated March 18, 2020 and attached to this ordinance, presented for public hearing at the February 13, 2020 Holly Springs Planning Commission meeting, recommended for approval by the Holly Springs Planning Commission at its February 13, 2020 meeting, and reviewed by Holly Springs City Council at its March 3, 2020 Work Session, be adopted in its entirety.

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

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

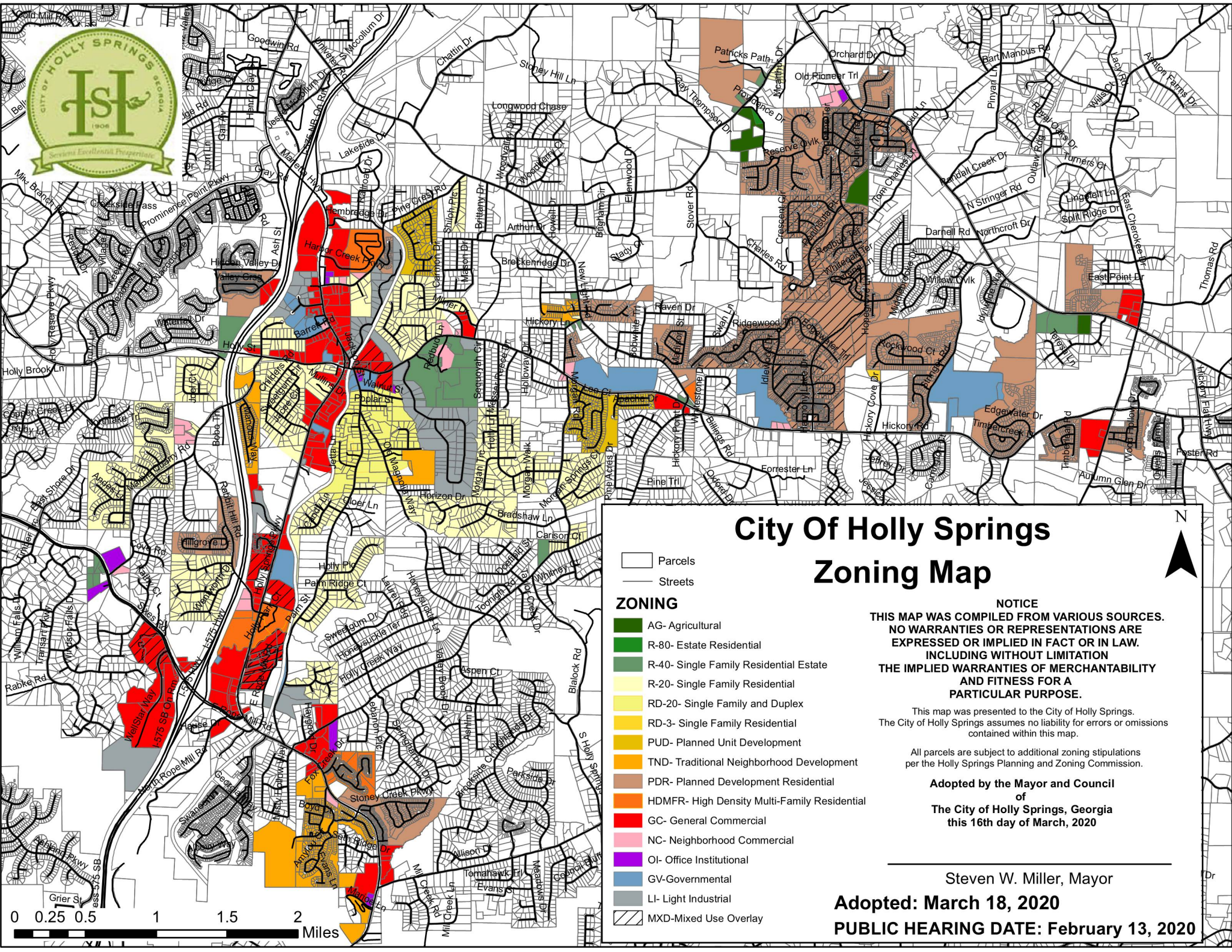
SO ORDAINED, this 18th day of March, 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
Seal:



City Of Holly Springs Zoning Map

- Parcels
Streets
- ZONING**
- AG- Agricultural
 - R-80- Estate Residential
 - R-40- Single Family Residential Estate
 - R-20- Single Family Residential
 - RD-20- Single Family and Duplex
 - RD-3- Single Family Residential
 - PUD- Planned Unit Development
 - TND- Traditional Neighborhood Development
 - PDR- Planned Development Residential
 - HDMFR- High Density Multi-Family Residential
 - GC- General Commercial
 - NC- Neighborhood Commercial
 - OI- Office Institutional
 - GV-Governmental
 - LI- Light Industrial
 - MXD-Mixed Use Overlay

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

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

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

**Adopted by the Mayor and Council
of
The City of Holly Springs, Georgia
this 16th day of March, 2020**

Steven W. Miller, Mayor

Adopted: March 18, 2020

PUBLIC HEARING DATE: February 13, 2020

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 0.82+/- acres, identified as tax parcels 245 and 246 of tax plat 15N14, Land Lot 308 of the 15th District of Cherokee County, from NC, Neighborhood Commercial to GC, General Commercial; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Rayan Investments Inc. requesting rezoning in the City of Holly Springs, Georgia, concerning 0.82+/- acres, identified as tax parcels 245 and 246 of tax plat 15N14, Land Lot 308 of the 15th District of Cherokee County, from NC, Neighborhood Commercial to GC, General Commercial; and

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

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

Section 1

The application for rezoning in the City of Holly Springs, concerning 0.82+/- acres, identified as tax parcels 245 and 246 of tax plat 15N14, Land Lot 308 of the 15th District of Cherokee County, is hereby rezoned from NC, Neighborhood Commercial to GC, General Commercial; and

Section 2

The approval of this application has the following stipulations attached:

1. Any future proposed lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing LED standards and shall be dark sky compliant.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
3. All improvements to the entrances shall be provided as per determination and recommendation of the City Engineer.
4. In addition to the zoning requirements of the GC zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
5. Prior to the issuance of a land disturbance permit, a plat shall be recorded with Cherokee County to combine the two parcels into one parcel.
6. The following uses shall be prohibited on this site:
 - a. Adult Bookstores
 - b. Adult Entertainment
 - c. Amusement parks
 - d. Animal hospitals/clinics with outdoor kennels

- e. Any Restaurant/Business that utilizes a drive-thru lane
- f. Auto Repair and Service
- g. Cash, Check Cashing, and Pawn Establishments
- h. Cellular phone towers
- i. Go-kart, motor bike track
- j. Tattoo Parlors and Body Piercing Establishments
- k. Tire sales with outdoor storage
- l. Used Vehicle Sales, Lease, or Rental

Section 3

This ordinance shall become effective March 18, 2020, 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 this 18th day of March, 2020, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-02-2020, identified as tax parcels 245 and 246 of tax plat 15N14, located off of Hickory Road, to allow a “Gasoline Service Station” establishment in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Rayan Investments Inc. requesting an amendment for Conditional Use Permit CUP-02-2020, to allow a “Gasoline Service Station” establishment in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 0.0.82+/- acres, now or formerly known as tax parcels 245 and 246 of tax plat 15N14 is zoned GC, General Commercial; and

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

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

Section 1

A Conditional Use Permit for a “Gasoline Service Station” establishment, concerning 0.82+/- acres, identified as tax parcels 245 and 246 of tax plat 15N14, located off of Hickory Road, is hereby approved.

Section 2

The approval of this application has the following stipulations attached:

1. Any future proposed lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing LED standards and shall be dark sky compliant.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
3. All improvements to the entrances shall be provided as per determination and recommendation of the City Engineer.
4. In addition to the zoning requirements of the GC zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
5. Prior to the issuance of a land disturbance permit, a plat shall be recorded with Cherokee County to combine the two parcels into one parcel.

Section 3

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

Section 4

The Community Development Director of the City of Holly Springs is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action

described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the date identified in Section 3 above, whether or not they have been physically made and represented.

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

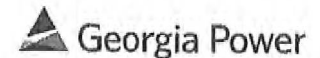
Approved this 18th day of March, 2020, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

Lighting Services Agreement



Customer Legal Name HOLLY SPRINGS CITY OF DBA _____
Service Address 0 HOLLY SPRINGS PKWY HOLLY SPRINGS GA 30115 County Cherokee - GA
Mailing Address PO BOX 990 HOLLY SPRINGS GA 30142
Email rologan@hollyspringsga.us Tel # 770-378-7948 Alt Tel # _____
Tax ID# 0000 Business Description Street Scape

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? 27819-36018

Selected Components				
Action	Qty	Wattage	Type	Description
INS	20	100	LED	Post Top
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$407.35		\$70.00	\$477.35	
			Term (Months)	1

* 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:
Upgrade existing HPS fixtures to LED and add 5 poles and lights to fill gap between existing project and Pinecrest Dr.

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 ☐

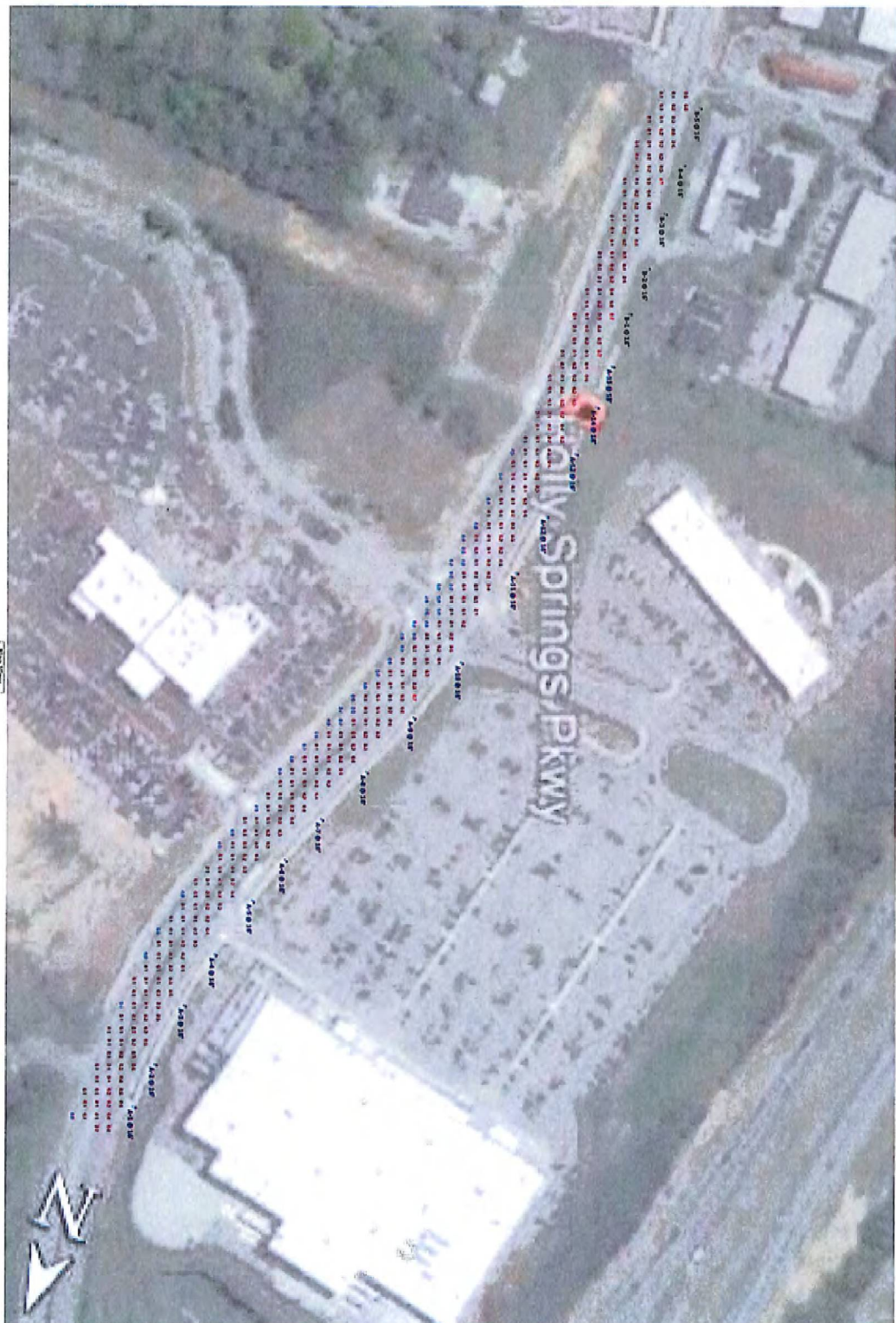
Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Gov	EOL	N/A	\$45,236.40

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: Dustin Young
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.

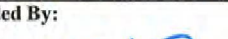
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OnDiskMaker. The DiskMaker software is designed to be used by a technician to produce a customized, reproducible, and accurate master diskette. The DiskMaker software is designed to be used by a technician to produce a customized, reproducible, and accurate master diskette. The DiskMaker software is designed to be used by a technician to produce a customized, reproducible, and accurate master diskette.



Date:	2/17/2020	Project #:	19-013	Change Order Number:	9
Project:	Hickory Rd and Palm Street Intersection Improvements				
Contractor:	Georgia Development Partners, LLC				
Description of Change:	Hickory and Palm Street Undercutting				
Additional Contract Days:	67				

Total Increase:	\$38,763.20
Previous Contract Price (including previous change orders):	\$3,479,387.23
Proposed Revised Contract Price:	\$3,518,150.43

This Change is Acceptable to:		Georgia Development Partners		Contractor	
Signed		Title	<u>Super</u>	Date	<u>1/29/2020</u>
Recommended By:				Engineer	
Signed		Title	<u>2/18/20</u>	Date	<u>2/18/20</u>
Approval By:				Owner	
Signed	_____	Title	_____	Date	_____



Georgia Internet Crimes Against Children Task Force

Memorandum of Understanding

Parties

The Georgia Internet Crimes Against Children (ICAC) Task Force is a partially grant-funded, multi-agency endeavor. Grant funding comes from the Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP).

This Memorandum of Understanding (MOU) is entered into by and between the following agencies:

_____ and the Georgia Bureau of Investigation

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating agencies.

Mission

The mission of the Georgia ICAC Task Force is to apprehend and prosecute individuals who exploit children through the use of computers or other digital media. The Task Force will investigate crimes involving Internet sexual predators, to include human trafficking, specifically the commercial sexual exploitation of children, as well as, investigating current sex offenders to ensure compliance under their parole/probation conditions. The Task Force will produce high-quality investigations leading to successful prosecutions of suspects that commit these types of crimes. The Task Force will participate in community education efforts regarding the prevention of Internet Crimes Against Children. The Task Force will provide funding for investigative training and equipment to member-agencies.

Purpose

The purpose of this MOU is to delineate the responsibilities of the Georgia ICAC Task Force, maximize inter-agency cooperation, and formalize relationships between member-agencies. The Task Force will investigate suspects who utilize the Internet to seek children as sexual partners and/or who traffic in child pornography. The Task Force will also partner with other state law enforcement agencies, as well as, other affiliate agencies, to combat human trafficking of children in the State of Georgia. Specific ICAC crimes include Sexual exploitation of a child, Georgia Code 16-12-100. Under Federal law, sexual exploitation of children is described in Title 18, Chapter 110. This MOU does not prohibit the investigation of other Internet crimes against children.

Organizational Structure

The Georgia ICAC Task Force includes police officers, investigators, forensic computer specialists and supervisors, as well as, prosecutors from various local, state, and federal law enforcement agencies who provide assistance subject to availability.

Direction

All participants acknowledge that the Task Force is a joint operation in which all agencies act as partners. The chain of command and supervision of the Georgia Bureau of Investigation, Child

Georgia Internet Crimes Against Children Task Force

Exploitation and Computer Crimes Unit is responsible for the policy and general direction of the Task Force. The Task Force supervisor will periodically contact supervisors and investigators from other participating agencies to keep them informed of training opportunities, unusual circumstances, intelligence information, as well as, the problems and successes of the Task Force.

Activities of the ICAC Task Force are further governed by the Operational and Investigative standards of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention. The document describing the Operational and Investigative Standards contains confidential information not for public release. Member agencies must understand and comply with the standards. The standards are proprietary to OJJDP and the ICAC Working Group. Release of the standards is protected because release will likely jeopardize ongoing investigations. The standards are attached as "Attachment A."

Supervision

The day-to-day operational supervision and administrative control of the Task Force is the responsibility of the ICAC Task Force Special Agent in Charge and the Assistant Special Agent in Charge, assigned to the Georgia Bureau of Investigation, Child Exploitation and Computer Crimes Unit (GBI/CEACC). These supervisors will work cooperatively with other supervisors and investigators from the participating agencies to keep them informed of Task Force issues and progress. Responsibility for the personal and professional conduct of Task Force members remains with the respective agencies, in keeping with each agencies rules regarding conduct.

Investigations

All Georgia ICAC Task Force investigations will be conducted in a spirit of cooperation. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

When information related to child pornography, child sex trafficking, child enticement or any other ICAC related investigation is forwarded to the affiliate agency, either from NCMEC in the form of a cybertip, or from another source, it is the affiliate agency's responsibility to review the information and handle the cybertip within a timely manner. The affiliate agency will be responsible for determining what, if any, actions will be taken based on the National ICAC Investigative Standards, the agency's policies and procedures, and the current Georgia law. It is the affiliate agency's responsibility to notify the Commander or Assistant ICAC Commanders if the affiliate agency is lacking the resources to investigate the information in a timely manner.

Public awareness activities and community outreach are a critical component of the ICAC Task Force. Affiliate Agencies shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety through the use of Internet Safety Presentations in their jurisdictions. All requests for presentations made to the Georgia ICAC Task Force will be distributed to the affiliate agency responsible for that area of coverage and are to be conducted for the requester in a timely manner. Presentations to school personnel, parents, and community groups are excellent ways to promote awareness.

Georgia Internet Crimes Against Children Task Force

Prosecution

The criteria for determining whether to prosecute a particular violation in state or federal court will focus on achieving the greatest overall benefit to the public. Any question arising pertaining to jurisdiction will be resolved through discussions among the investigative and prosecutorial agencies having jurisdiction in the matter. When joint jurisdiction exists, this MOU does not preclude additional prosecution(s) in other jurisdictions.

Media Relations and Releases

Media release information regarding joint Task Force operations will be coordinated and made jointly by all participant agencies. No unilateral press releases will be made by any participating agency without the prior approval of the other participants. No information pertaining to the Task Force will be released to the media without the approval of participant agencies. Media releases shall not include information regarding specific investigative techniques.

All efforts will be made to protect undercover on-line identities. Member agencies will refrain from releasing the undercover on-line identity, age, or sex of investigators. Release of such information could jeopardize ongoing investigations where the same undercover name, age and sex are currently in use.

Here is an example of an information release involving an undercover on-line luring case:

Internet Sexual Predator Arrest – Georgia ICAC Task Force

Tuesday, July 1, 2003, 1040 hours.

Arrested person: John Doe, w/m, 01/01/60 (booked)

Offense: Sexual exploitation of a child,

On Tuesday, July 01, 2003, unemployed suspect John Doe used the Internet on a computer at his home to arrange to meet a minor child for sex. He then traveled to a pre-arranged meeting location in Atlanta where he was arrested at 1040 hours. A search warrant was served at Doe's home and evidence was seized.

Funding for Equipment

ICAC grant funds may be used to provide equipment to Task Force participants to be used in the course of investigations involving Internet crimes against children. The equipment shall be distributed to equip law enforcement with tools that will improve the investigative process. ***This equipment would include a desktop or laptop computer, as well as, other computer forensic equipment, to include cell phone forensic equipment, upon request and approval of the ICAC TF supervisor.*** Member agencies utilizing ICAC equipment agree to conduct investigations of crimes against children as required within their jurisdictions and accordance with ICAC standards. Any repairs to the equipment will be made by the sub-grantee agency. Once the equipment fails to operate and is not repairable, the equipment will be surplus according to the policies of the sub-grantee agency. The sub-grantee will notify the GBI/CEACC in writing once the equipment is surplus.

Funding for Training

ICAC grant funds may be used to provide training that would be useful in the investigation of Internet crimes against children. The training will permit Task Force participants to gain the knowledge and skills needed to investigate Internet crimes against children. Member agencies

Georgia Internet Crimes Against Children Task Force

receiving ICAC funded training agree to conduct investigations of crimes against children as required within their jurisdictions.

Duration and Termination

This MOU will remain in effect for a minimum two-year period beginning on the last date of signing listed below. Renewal of the agreement will be automatic unless the agreement is terminated by either party. Task Force member agencies may voluntarily withdraw participation at any time by providing written notice. Membership may be terminated by written notice of violation of ICAC operational and investigative standards.

For the Georgia Bureau of Investigation

For the _____

Date: _____

Date: _____

This document has been approved as to form by the GBI, Director of Legal Services.



FINANCIAL HIGHLIGHTS
February 29, 2020



Budget Summary
16% of year lapsed

Unaudited

	2019 Year End Actual	2020 Annual Budget	2020 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	9,328,364	8,950,000	1,128,934	12.61%
Operating Grant Fund	186,863	215,000	24,239	11.27%
Parks & Recreation Fund	387,790	390,000	69,763	17.89%
Hotel/Motel Tax Fund	4,397	5,000	489	9.79%
Urban Redevelopment Agency	1,493,031	3,000,000	467,575	15.59%
SPLOST III Fund	15,296	275,000	22	0.01%
SPLOST IV Fund	12,479	70,000	14	0.02%
SPLOST V Fund	2,293,717	8,556,365	441,670	5.16%
Town Center Fund	2,419,961	3,351,600	467,617	13.95%
Debt Service Fund	2,179,430	516,319	393	0.08%
Stormwater Utility Fund	408,178	350,000	10,237	2.92%
TOTAL REVENUES - ALL FUNDS	\$ 18,729,506	\$ 25,679,284	\$ 2,610,953	10.17%

EXPENDITURES/EXPENSES BY FUND

General Fund	11,064,740	8,950,000	1,133,984	12.67%
Operating Grant Fund	185,182	215,000	25,711	11.96%
Parks & Recreation Fund	488,059	390,000	11,006	2.82%
Hotel/Motel Tax Fund	7,580	5,000	-	0.00%
Urban Redevelopment Agency	1,493,031	3,000,000	467,575	15.59%
SPLOST III Fund	-	275,000	-	0.00%
SPLOST IV Fund	-	70,000	-	0.00%
SPLOST V Fund	4,375,283	8,556,365	29,390	0.34%
Town Center Fund	2,029,601	3,351,600	574,215	17.13%
Debt Service Fund	358,736	516,319	15,382	2.98%
Stormwater Utility Fund	252,599	350,000	37,204	10.63%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 20,254,811	\$ 25,679,284	\$ 2,294,466	8.94%



**Comparison to Prior Year
16% of year lapsed**

	2/28/19 Actual	2019 Annual Budget	% of Annual Budget	2/29/20 Actual	2020 Annual Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	962,135	11,500,000	8.37%	1,128,934	8,950,000	12.61%
Operating Grant Fund	27,860	228,500	12.19%	24,239	215,000	11.27%
Parks & Recreation Fund	63,369	500,000	12.67%	69,763	390,000	17.89%
Hotel/Motel Tax Fund	531	4,500	11.81%	489	5,000	9.79%
Urban Redevelopment Agency	-	2,000,000	0.00%	467,575	3,000,000	15.59%
SPLOST III Fund	5,868	15,325	38.29%	22	275,000	0.01%
SPLOST IV Fund	8,412	71,500	11.77%	14	70,000	0.02%
SPLOST V Fund	369,091	4,728,895	0.00%	441,670	8,556,365	5.16%
Town Center Fund	192,789	2,635,103	7.32%	467,617	3,351,600	13.95%
Debt Service Fund	-	2,179,368	0.00%	393	516,319	0.08%
Stormwater Utility Fund	22,105	335,000	6.60%	10,237	350,000	2.92%
TOTAL REVENUES - ALL FUNDS	\$ 1,652,160	\$ 24,198,191	10.79%	\$ 2,610,953	\$ 25,679,284	10.17%
EXPENDITURES/EXPENSES BY FUND						
General Fund	1,258,548	11,500,000	10.94%	1,133,984	8,950,000	12.67%
Operating Grant Fund	27,262	228,500	11.93%	25,711	215,000	11.96%
Parks & Recreation Fund	60,491	500,000	12.10%	11,006	390,000	2.82%
Hotel/Motel Tax Fund	-	4,500	0.00%	-	5,000	0.00%
Urban Redevelopment Agency	-	2,000,000	0.00%	467,575	3,000,000	15.59%
SPLOST III Fund	-	15,325	0.00%	-	275,000	0.00%
SPLOST IV Fund	-	71,500	0.00%	-	70,000	0.00%
SPLOST V Fund	323,496	4,728,895	0.00%	29,390	8,556,365	0.34%
Town Center Fund	56,755	2,635,103	2.15%	574,215	3,351,600	17.13%
Debt Service Fund	-	2,179,368	0.00%	15,382	516,319	2.98%
Stormwater Utility Fund	108,738	335,000	32.46%	37,204	350,000	10.63%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 1,835,291	\$ 24,198,191	9.48%	\$ 2,294,466	\$ 25,679,284	8.94%



**Changes in Fund Balance/Net Position
As of February 29, 2020**

Fund				Unaudited	
	Balance as of 1/1/20	Revenues	Expenditures/ Expenses	Balance as of 2/29/2020	Net Increase/ (Decrease)
General Fund	6,837,959	1,128,934	1,133,984	6,832,908	(5,051)
Operating Grant Fund	38,763	24,239	25,711	37,291	(1,472)
Parks & Recreation Fund	146,410	69,763	11,006	205,168	58,758
Hotel/ Motel Tax Fund	6,990	489	-	7,479	489
Urban Redevelopment Agency	-	467,575	467,575	-	-
SPLOST III Fund	273,979	22	-	274,001	22
SPLOST IV Fund	71,960	14	-	71,974	14
SPLOST V Fund	(3,029,600)	441,670	29,390	(2,617,320)	412,280
Town Center Fund	407,953	467,617	574,215	301,355	(106,598)
Debt Service Fund	1,820,694	393	15,382	1,805,705	(14,989)
Stormwater Utility Fund	4,167,434	10,237	37,204	4,140,467	(26,967)
	<u>\$ 10,742,542</u>	<u>\$ 2,610,953</u>	<u>\$ 2,294,466</u>	<u>\$ 11,059,029</u>	<u>\$ 316,487</u>

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

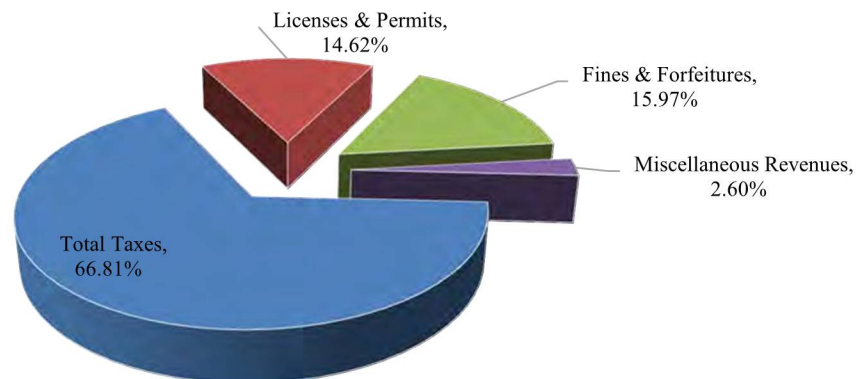




Budget Comparison Report - General Fund
16% of year lapsed

REVENUES	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Property Taxes	63,996	4,200,000	100,946	2.40%
Motor Vehicle Taxes	11,093	60,000	19,166	31.94%
Motor Vehicle Title Ad Valorem Tax	34,105	325,000	63,965	19.68%
Mobile Home Tax	20	150	20	13.04%
Recording Intangible Taxes	9,703	75,000	21,505	28.67%
Penalties & Interest	2,349	12,500	2,775	22.20%
Fifa Fees	45	2,000	45	2.25%
Franchise Tax	289,622	415,000	449,940	108.42%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	662	15,000	4,152	27.68%
Business & Occupation Tax	9,457	125,000	33,682	26.95%
Financial Institutions Tax	-	3,500	-	0.00%
Insurance Premium Tax	-	705,000	-	0.00%
Total Taxes	421,051	6,440,300	754,195	11.71%
Licenses & Permits	100,582	1,222,600	165,088	13.50%
Fines & Forfeitures	97,772	665,100	180,320	27.11%
Miscellaneous Revenues	3,386	556,750	26,847	4.82%
Interest Income	1,021	35,000	2,483	7.10%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	-	10,000	-	0.00%
Donation from Private Sources	-	20,000	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 623,812	\$ 8,950,000	\$ 1,128,934	12.61%

Revenues by Source



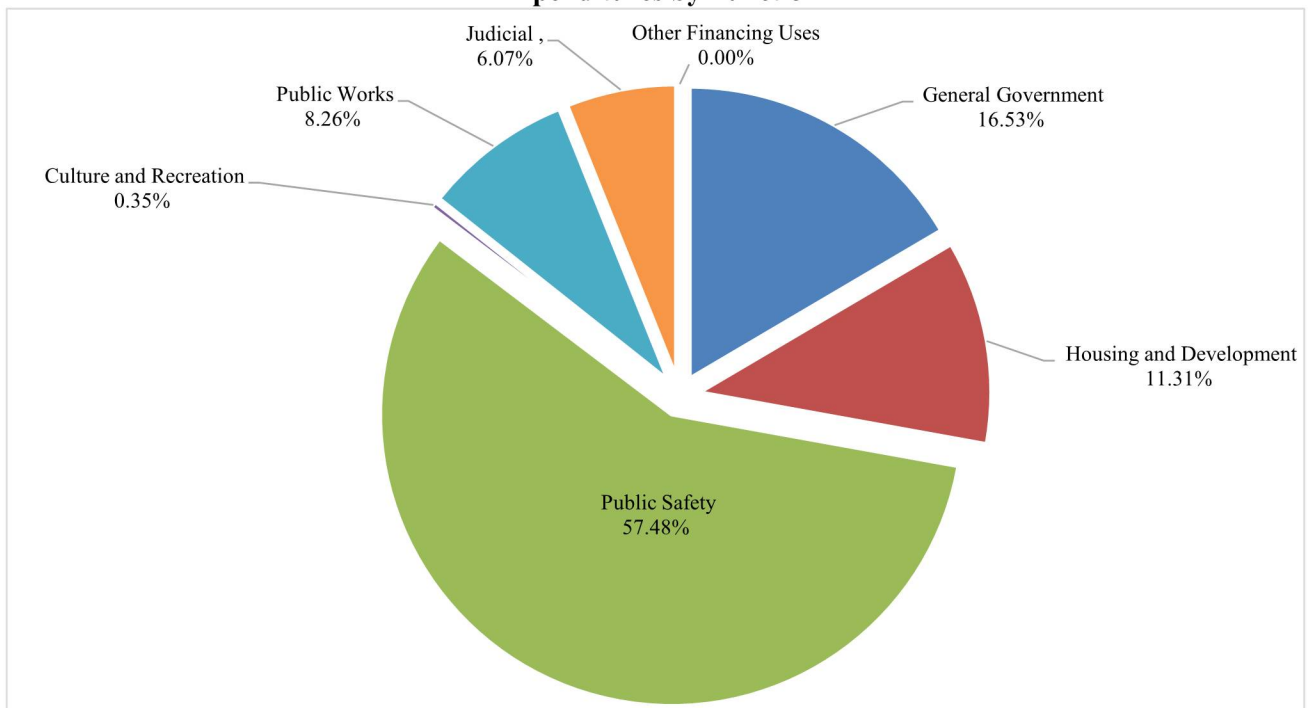


Budget Comparison Report - General Fund

16% of year lapsed

EXPENDITURES	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
General Government	78,987	1,666,873	187,487	11.25%
Housing and Development	49,035	745,850	128,224	17.19%
Public Safety	254,213	5,564,690	651,773	11.71%
Culture and Recreation	-	4,000	4,000	100.00%
Public Works	47,081	641,990	93,623	14.58%
Judicial	28,914	326,597	68,877	21.09%
Other Financing Uses	-	-	-	#DIV/0!
TOTAL GENERAL FUND EXPENDITURES	\$ 458,229	\$ 8,950,000	\$ 1,133,984	12.67%

Expenditures by Function





Budget Comparison Report - All Funds
16% of year lapsed

	Unaudited			
	2019 Year End Actuals	2020 Annual Budget	Year to Date	% 2020 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	9,328,364	8,950,000	1,128,934	12.61%
Expenditures:	11,064,740	8,950,000	1,133,984	12.67%
Excess Revenues over (under) Expenditures	(1,736,376)	-	(5,051)	
<u>OPERATING GRANT FUND</u>				
Revenues:	186,863	215,000	24,239	11.27%
Expenditures:	185,182	215,000	25,711	11.96%
Excess Revenues over (under) Expenditures	1,681	-	(1,472)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	387,790	390,000	69,763	17.89%
Expenditures:	488,059	390,000	11,006	2.82%
Excess Revenues over (under) Expenditures	(100,269)	-	58,758	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	4,397	5,000	489	9.79%
Expenditures:	7,580	5,000	-	0.00%
Excess Revenues over (under) Expenditures	(3,183)	-	489	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	1,493,031	3,000,000	467,575	15.59%
Expenditures:	-	3,000,000	467,575	15.59%
Excess Revenues over (under) Expenditures	1,493,031	-	-	
<u>SPLOST III FUND</u>				
Revenues:	15,296	275,000	22	0.01%
Expenditures:	-	275,000	-	0.00%
Excess Revenues over (under) Expenditures	15,296	-	22	
<u>SPLOST IV FUND</u>				
Revenues:	12,479	70,000	14	0.02%
Expenditures:	-	70,000	-	0.00%
Excess Revenues over (under) Expenditures	12,479	-	14	
<u>SPLOST V FUND</u>				
Revenues:	-	8,556,365	441,670	5.16%
Expenditures:	-	8,556,365	29,390	0.34%
Excess Revenues over (under) Expenditures	-	-	412,280	



Budget Comparison Report - All Funds
16% of year lapsed

Unaudited

	2019 Year End Actuals	2020 Annual Budget	Year to Date	% 2020 Annual Budget
<u>TOWN CENTER FUND</u>				
Revenues:	2,419,961	3,351,600	467,617	13.95%
Expenditures:	2,029,601	3,351,600	574,215	17.13%
Excess Revenues over (under) Expenditures	390,360	-	(106,598)	
<u>DEBT SERVICE FUND</u>				
Revenues:	2,179,430	516,319	393	0.08%
Expenditures:	358,736	516,319	15,382	2.98%
Excess Revenues over (under) Expenditures	1,820,694	-	(14,989)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	408,178	350,000	10,237	2.92%
Expenses:	252,599	350,000	37,204	10.63%
Excess Revenues over (under) Expenses	155,579	-	(26,967)	

22,679,284
22,679,284



Investments
As of February 29, 2020

Ameris Bank

Downtown Development Authority - CD .75% 35,864

Subtotal Ameris Bank \$ 35,864

Bank United 250,000

First Choice Bank 250,484

First Foundation Bank 250,000

First National Bank 29,049

Goldman Sachs Bank 250,000

Old National Bank 250,427

State Bank of Lizton 250,484

TBK Bank SSB 12,000

Subtotal South State Investment Services \$ 1,542,443

Total Investments \$ 1,578,307



Cash
As of February 29, 2020

Ameris Bank

Downtown Development Authority - Checking	83,840
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Subtotal Ameris Bank	\$ 83,840
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South State Bank

General Fund	4,721,105
Main Street Board	59,799
Parks & Recreation Fund	175,968
Hotel Motel Tax Fund	7,137
Money Market Account	418,198
Municipal Court Fund	227,767
Operating Grant Fund	11,417
Police Forfeiture Account	6,027
Police Seized Asset Account	26
SPLOST III	274,000
SPLOST IV	61,505
SPLOST IV/Grant Revenue	2,075
SPLOST V	433,649
Town Center Fund	358,140
Debt Service Fund	1,805,705
Stormwater Utility Fund	870,502
Tree Replacement Fund	3,789

Subtotal South State Bank	\$ 9,436,810
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BB&T

Savings Account	7,553
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Subtotal BB&T	\$ 7,553
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South State Investment Services

Budget Stabilization Cash Account	8,623
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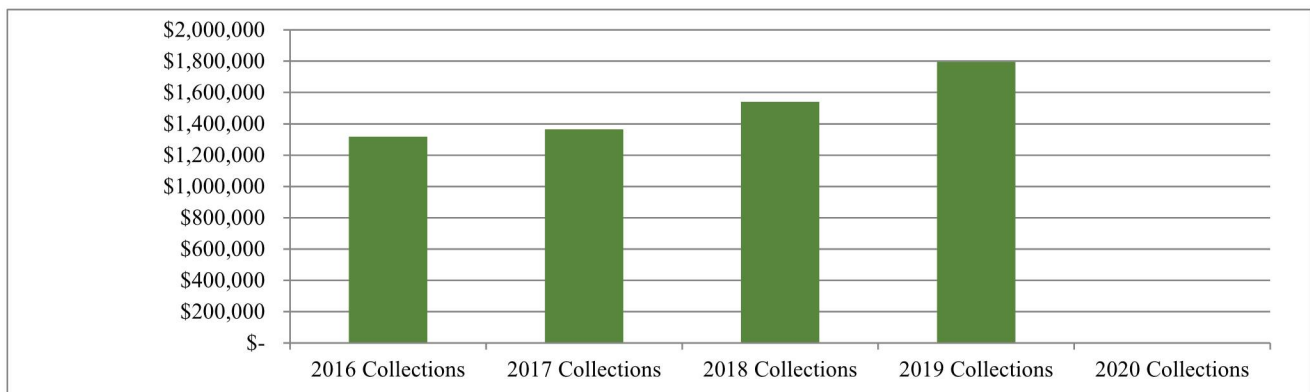
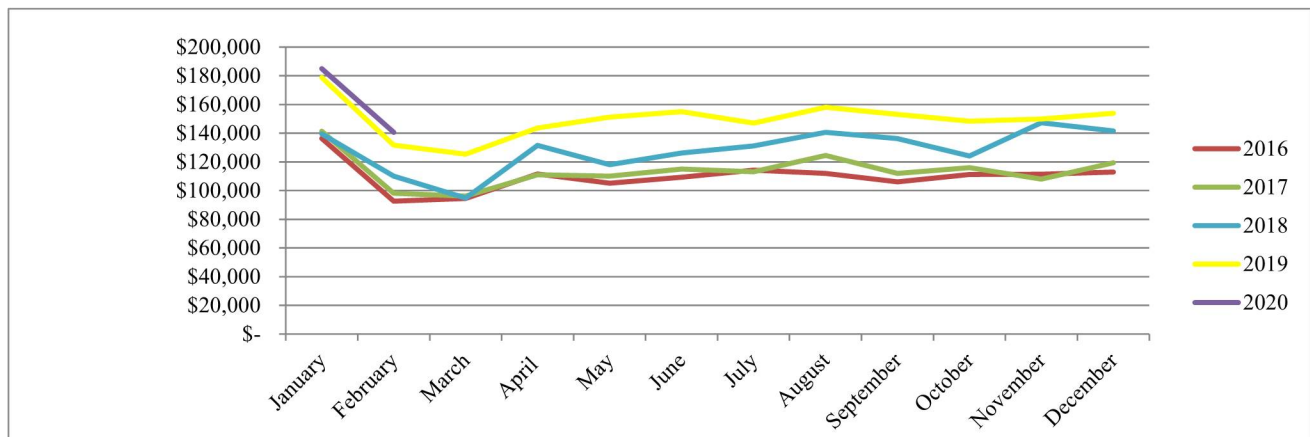
Subtotal South State Investment Services	\$ 8,623
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Total Cash	\$ 9,536,826
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Special Purpose Local Option Sales Tax Collections
As of February 29, 2020

	2016 Collections		2017 Collections		2018 Collections		2019 Collections		2020 Collections		% Change from Prior Year
January	\$	136,321	\$	141,344	\$	139,474	\$	178,754	\$	184,956	3.47%
February		92,605		98,189		109,987		131,700		140,587	6.75%
March		94,455		96,130		94,765		125,375			-100.00%
April		111,527		111,048		131,392		143,535			-100.00%
May		105,169		110,063		117,981		151,269			-100.00%
June		109,300		114,965		126,193		154,922			-100.00%
July		114,305		113,172		131,005		146,946			-100.00%
August		112,004		124,429		140,651		158,066			-100.00%
September		106,169		111,901		136,184		153,139			-100.00%
October		111,138		115,857		124,067		148,285			-100.00%
November		111,396		108,048		147,256		149,921			-100.00%
December		112,996		119,270		141,583		153,903			-100.00%
	\$	1,317,384	\$	1,364,416	\$	1,540,538	\$	1,795,816			





**Downtown Development Authority
As of February 29, 2020**

Revenues	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,900	-	0.00%
Interest Revenue	-	100	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

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



GENERAL FUND REVENUE DETAIL
As of February 29, 2020

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Real Property Tax	63,996	4,200,000	100,946	2.40%
Real Property Tax - Public Utility	-	56,000	-	0.00%
Personal Property Tax	-	183,000	-	0.00%
Motor Vehicle Tax	11,093	60,000	19,166	31.94%
Motor Vehicle Title Ad Valorem Tax	34,105	325,000	63,965	19.68%
Apportioned Vehicles (AAVT)	-	2,500	-	0.00%
Mobile Home Tax	20	150	20	13.04%
Intangible Tax	9,703	75,000	21,505	28.67%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	662	15,000	4,152	27.68%
Franchise Tax - Electric	289,622	415,000	449,940	108.42%
Franchise Tax - Gas	-	55,000	-	0.00%
Franchise Tax - Cable	-	195,000	56,325	28.88%
Franchise Tax - Telephone	-	10,000	1,676	16.76%
Business & Occupational Tax	9,457	125,000	33,682	26.95%
Insurance Premium Tax	-	705,000	-	0.00%
Financial Institutions Tax	-	3,500	-	0.00%
Penalties & Interest	2,349	12,500	2,775	22.20%
FiFa Fees	45	2,000	45	2.25%
Total Taxes	421,051	6,440,300	754,195	11.71%
Alcoholic Beverage Licenses	-	70,000	3,000	4.29%
Alcohol Pouring Permit	90	2,500	400	16.00%
Zoning and Land Use Permits	6,198	10,000	7,198	71.98%
Planning and Development Fees	250	10,000	280	2.80%
Sign Permit Fees	510	3,000	730	24.33%
Special Event Permits	50	250	50	20.00%
Vacant Lot Registration	25	50	25	50.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	-	1,000	-	0.00%
Building Permit Revenue	71,648	850,000	116,784	13.74%
Certificate of Occupancy Fees	14,000	175,000	22,500	12.86%
Building Permit - Reinspection Fees	1,625	15,000	3,875	25.83%
Building Permit-Sub Fee	6,100	35,000	10,080	28.80%
Occupational Tax Late Fees	36	750	116	15.40%
Plan Review Fees	50	50,000	50	0.10%
Total Licenses and Permits	100,582	1,222,600	165,088	13.50%
Municipal Court Fines	97,572	650,000	179,110	27.56%
Forfeitures	-	500	-	0.00%
Court Costs	200	7,500	200	2.67%
Drug Testing Fees	-	500	10	2.00%
Expungements	-	100	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	-	500	1,000	200.00%
Other Forfeitures	-	1,000	-	0.00%
Total Fines and Forfeitures	97,772	665,100	180,320	27.11%
Grant Revenue	-	1,000	13,650	1365.00%
Probation Fees	3,091	15,000	6,078	40.52%
Printing and Duplicating Service Fees	-	750	1	0.08%
Election and Qualifying Fees	-	1,440	-	0.00%
Advertising Fees	-	5,000	300	6.00%
Accident/Incident Reports	275	2,500	565	22.60%
Wrecker Service Contract	-	15,000	-	0.00%
Background Checks	20	1,000	90	9.00%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	-	498,960	3,000	0.60%
Rents and Royalties	-	6,000	1,165	19.42%
Reimbursement for Damaged Property	-	10,000	1,999	19.99%
Total Miscellaneous Income	3,386	556,750	26,847	4.82%



GENERAL FUND REVENUE DETAIL
As of February 29, 2020

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Interest Revenue	1,021	35,000	2,483	7.10%
Total Investment Income	1,021	35,000	2,483	7.10%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	-	10,000	-	0.00%
Donations from Private Sources	-	20,000	-	0.00%
Total Other Financing Sources	-	30,250	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 623,812	\$ 8,950,000	\$ 1,128,934	12.61%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	7,000	16.67%
Employee Benefits-Medical	4,928	62,511	14,762	23.61%
Employee Benefits-Dental	234	2,179	703	32.25%
Employee Benefits-ADD Life	74	882	221	25.00%
FICA	156	2,604	309	11.88%
Medicare	37	609	72	11.88%
Employee Benefits-Retirement	338	3,811	676	17.75%
Unemployment	8	101	17	16.67%
Workers Comp Insurance	-	108	20	18.61%
Total Salaries and Benefits	<u>9,275</u>	<u>114,805</u>	<u>23,780</u>	<u>20.71%</u>
Communications	42	750	83	11.10%
Travel	-	500	-	0.00%
Dues and Fees	140	750	140	18.67%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	250	-	0.00%
Total Operations	<u>182</u>	<u>4,000</u>	<u>223</u>	<u>5.58%</u>
City Manager				
Salaries & Wages	10,220	132,855	25,400	19.12%
Employee Benefits-Medical	608	7,956	1,821	22.89%
Employee Benefits-Dental	70	920	210	22.80%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	84	939	252	26.84%
FICA	633	8,237	1,572	19.09%
Medicare	148	1,926	368	19.09%
Employee Benefits-Retirement	1,039	12,054	2,077	17.23%
Unemployment	-	27	27	98.52%
Workers' Comp. Insurance	-	574	107	18.61%
Total Salaries and Benefits	<u>12,813</u>	<u>165,635</u>	<u>31,871</u>	<u>19.24%</u>
Communications	47	600	93	15.54%
Travel	-	500	-	0.00%
Dues and Fees	239	2,500	389	15.56%
Education and Training	-	1,000	-	0.00%
Other Expenditures	246	500	639	127.85%
General Supplies and Materials	-	1,000	36	3.56%
Total Operations	<u>531</u>	<u>6,100</u>	<u>1,157</u>	<u>18.97%</u>
City Clerk				
Salaries & Wages	10,086	152,218	24,954	16.39%
Employee Benefits-Medical	1,770	22,678	5,301	23.38%
Employee Benefits-Dental	128	1,297	356	27.44%
Employee Benefits-ADD Life	25	294	74	25.00%
Employee Benefits-Disability	92	934	275	29.48%
FICA	603	9,437	1,495	15.84%
Medicare	141	2,207	350	15.85%
Employee Benefits-Retirement	1,195	13,811	2,390	17.31%
Unemployment	8	53	46	86.43%
Workers' Comp. Insurance	-	426	79	18.61%
Total Salaries and Benefits	<u>14,048</u>	<u>203,355</u>	<u>35,320</u>	<u>17.37%</u>



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Professional Services	-	20,000	-	0.00%
Communications	47	1,000	93	9.33%
Advertising	-	750	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	140	6,000	332	5.53%
Education and Training	490	1,000	490	49.00%
Other Expenditures	-	1,000	30	3.04%
General Supplies and Materials	-	5,000	71	1.41%
Software	-	5,195	-	0.00%
Total Operations	<u>677</u>	<u>42,445</u>	<u>1,016</u>	<u>2.39%</u>
 Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	12,500	-	0.00%
Total Operations	<u>-</u>	<u>14,000</u>	<u>-</u>	<u>0.00%</u>
 Contingency				
Contingency	-	289,500	-	0.00%
Total Operations	<u>-</u>	<u>289,500</u>	<u>-</u>	<u>0.00%</u>
 Financial Administration				
Salaries & Wages	9,165	167,073	21,492	12.86%
Employee Benefits-Medical	3,173	59,750	9,503	15.90%
Employee Benefits-Dental	70	2,759	210	7.60%
Employee Benefits-ADD Life	25	441	74	16.67%
Employee Benefits-Disability	104	692	230	33.18%
FICA	522	10,359	1,218	11.76%
Medicare	122	2,423	285	11.76%
Employee Benefits-Retirement	1,330	15,159	2,661	17.55%
Unemployment	15	80	47	59.00%
Workers' Comp. Insurance	-	428	80	18.61%
Total Salaries and Benefits	<u>14,525</u>	<u>259,164</u>	<u>35,798</u>	<u>13.81%</u>
 Professional Services - Audit				
Professional Services	-	5,000	-	0.00%
Professional Services - Audit	-	20,000	-	0.00%
Advertising/Promotions	3	1,000	390	39.00%
Printing and Binding	-	1,000	-	0.00%
Dues and Fees-Bank Service Fees	854	5,250	2,166	41.26%
Education and Training	-	500	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	4	2,500	23	0.90%
General Supplies-Postage	1,033	7,500	1,418	18.90%
Gasoline/Diesel	-	100	-	0.00%
Small Equipment	-	500	1,091	218.27%
Total Operations	<u>1,894</u>	<u>43,450</u>	<u>5,088</u>	<u>11.71%</u>



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Legal				
Professional Services - Legal	685	45,000	2,312	5.14%
Total Operations	<u>685</u>	<u>45,000</u>	<u>2,312</u>	<u>5.14%</u>
Salaries & Wages	4,163	53,881	10,384	19.27%
Employee Benefits-Medical	1,077	13,649	3,230	23.67%
Employee Benefits-Dental	70	920	210	22.80%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	38	431	113	26.26%
FICA	237	3,341	592	17.73%
Medicare	56	781	139	17.73%
Employee Benefits-Retirement	421	4,889	843	17.23%
Unemployment	10	27	27	98.52%
Workers' Comp. Insurance	-	138	26	18.61%
Total Salaries and Benefits	<u>6,084</u>	<u>78,204</u>	<u>15,600</u>	<u>19.95%</u>
Communications	47	750	93	12.43%
Dues and Fees	-	1,750	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	274	5,000	281	5.62%
Small Equipment	534	7,500	534	7.12%
Software	9,911	100,000	14,777	14.78%
Total Operations	<u>10,766</u>	<u>115,100</u>	<u>15,686</u>	<u>13.63%</u>
Risk Management				
Professional Services	-	10,000	-	0.00%
Liability Insurance	-	115,000	-	0.00%
Total Operations	<u>-</u>	<u>125,000</u>	<u>-</u>	<u>0.00%</u>
General Government Building				
Salaries & Wages	2,898	55,702	7,212	12.95%
Employee Benefits-Medical	608	7,956	1,821	22.89%
Employee Benefits-Dental	29	377	88	23.25%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	26	300	79	26.21%
FICA	179	3,453	445	12.88%
Medicare	42	808	104	12.87%
Employee Benefits-Retirement	293	3,491	586	16.77%
Unemployment	8	53	20	37.89%
Workers' Comp. Insurance	-	5,708	1,062	18.61%
Total Salaries and Benefits	<u>4,095</u>	<u>77,995</u>	<u>11,453</u>	<u>14.68%</u>
Disposal - Garbage	-	500	60	12.09%
Pest Control	90	3,500	90	2.57%
Repairs and Maintenance	377	15,000	486	3.24%
Repairs and Maintenance - Vehicles	15	5,000	70	1.40%
Rental of Equipment	313	5,000	614	12.28%
Communications	895	10,000	1,790	17.90%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Dues and Fees	-	500	-	0.00%
Other Expenditures	-	500	2,000	400.00%
General Supplies and Materials	98	15,000	220	1.47%
Water and Sewer	77	2,500	141	5.65%
Natural Gas	185	5,000	342	6.84%
Electricity	867	10,000	1,837	18.37%
Gasoline and Diesel	142	1,750	142	8.11%
Small Equipment	312	5,370	312	5.82%
Software	40	3,500	79	2.25%
Total Operations & Capital	3,411	83,120	8,184	9.85%
TOTAL GENERAL GOVERNMENT	\$ 78,987	\$ 1,666,873	\$ 187,487	11.25%
Municipal Court				
Salaries & Wages	11,238	143,843	29,497	20.51%
Salaries & Wages - Overtime	276	1,000	426	42.57%
Employee Benefits-Medical	3,444	27,873	7,871	28.24%
Employee Benefits-Dental	198	1,840	478	25.98%
Employee Benefits-ADD Life	37	442	86	19.40%
Employee Benefits-Disability	117	615	245	39.77%
FICA	640	8,980	1,604	17.86%
Medicare	150	2,100	375	17.86%
Employee Benefits-Retirement	1,020	11,927	2,039	17.10%
Unemployment	29	106	73	69.07%
Workers' Compensation	-	371	69	18.61%
Total Salaries and Benefits	17,150	199,097	42,762	21.48%
Professional Services - Public Defender	540	7,500	1,350	18.00%
Professional Services - Solicitor/Judge	6,500	65,000	16,250	25.00%
Repairs & Maintenance	-	2,500	-	0.00%
Rental of Equipment	127	1,750	267	15.27%
Communications	-	500	-	0.00%
Advertising	-	100	-	0.00%
Printing & Binding	-	1,000	-	0.00%
Travel	21	1,500	231	15.38%
Dues and Fees	-	750	-	0.00%
Education and Training	-	750	675	90.00%
Other Expenditures	42	1,000	42	4.21%
General Supplies and Materials	17	2,500	791	31.66%
General Supplies and Materials Postage	120	100	120	120.42%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	449	2,500	583	23.33%
Books and Periodicals-Code Books	-	250	-	0.00%
Small Equipment	-	2,500	406	16.23%
Software	2,863	25,000	4,313	17.25%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	1,085	12,000	1,085	9.04%
Total Operations	11,764	127,500	26,114	20.48%
TOTAL JUDICIAL	\$ 28,914	\$ 326,597	\$ 68,877	21.09%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
<i>Police Administration</i>				
Salaries & Wages	37,173	444,485	88,964	20.02%
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	1,115	71,907	11,077	15.40%
Employee Benefits-Dental	196	4,811	930	19.34%
Employee Benefits-ADD Life	80	1,029	239	23.22%
Employee Benefits-Disability	273	3,357	893	26.59%
FICA	2,087	27,930	5,222	18.70%
Medicare	488	6,532	1,221	18.70%
Employee Benefits-Retirement	3,503	40,873	7,005	17.14%
Unemployment	36	186	173	92.92%
Workers' Compensation	-	18,662	3,473	18.61%
<i>Total Salaries and Benefits</i>	44,950	625,772	119,198	19.05%
Professional Services	-	5,000	-	0.00%
Repair & Maintenance	-	1,000	-	0.00%
Repair & Maintenance-Vehicle	77	6,000	195	3.25%
Rental of Equipment	365	5,000	772	15.43%
Communications	296	4,250	542	12.75%
Advertising	-	1,000	-	0.00%
Printing and Binding	148	500	148	29.60%
Travel	551	4,000	1,207	30.18%
Dues and Fees	520	7,500	895	11.93%
Education and Training	75	6,000	725	12.08%
Other Expenditures	77	4,000	173	4.33%
General Supplies and Materials	108	7,500	322	4.30%
General Supplies - Postage	64	250	64	25.57%
Gasoline/Diesel	839	9,000	839	9.32%
Small Equipment	2,054	5,000	3,676	73.52%
Software	-	4,000	216	5.40%
Other Supplies - Uniforms	537	3,200	822	25.69%
<i>Total Operations and Capital</i>	5,711	73,200	10,595	14.47%
<i>Criminal Investigation Division</i>				
Salaries & Wages	19,945	227,117	46,617	20.53%
Salaries & Wages-Overtime	2,057	6,000	2,883	48.05%
Employee Benefits-Medical	4,430	55,745	13,277	23.82%
Employee Benefits-Dental	239	3,137	717	22.86%
Employee Benefits-ADD Life	45	588	134	22.81%
Employee Benefits-Disability	144	1,554	432	27.81%
FICA	1,313	14,453	2,947	20.39%
Medicare	307	3,380	689	20.39%
Employee Benefits-Retirement	1,732	21,151	3,464	16.38%
Unemployment	31	106	106	100.31%
Workers' Compensation	-	10,556	1,964	18.61%
<i>Total Salaries and Benefits</i>	30,242	343,787	73,231	21.30%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Repair & Maintenance-Vehicle	190	7,000	1,114	15.91%
Communications	167	2,500	333	13.32%
Printing and Binding	-	250	-	0.00%
Travel	87	1,000	131	13.13%
Dues and Fees	20	1,000	256	25.60%
Education and Training	-	2,500	-	0.00%
General Supplies and Materials	36	2,000	43	2.17%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	582	6,000	582	9.70%
Small Equipment	-	5,500	1,908	34.69%
Software	-	2,000	-	0.00%
Other Supplies - Uniforms	245	1,000	846	84.57%
Total Operations and Capital	1,327	30,800	5,213	16.93%
Vice				
Salaries & Wages	4,501	53,089	10,747	20.24%
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-Medical	1,112	14,722	3,330	22.62%
Employee Benefits-Dental	70	920	210	22.80%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	34	375	101	27.03%
FICA	257	3,416	614	17.97%
Medicare	60	799	144	17.97%
Employee Benefits-Retirement	406	4,998	811	16.23%
Unemployment	9	27	27	98.52%
Workers' Compensation	-	2,494	464	18.61%
Total Salaries and Benefits	6,461	82,987	16,485	19.86%
Repairs & Maintenance Vehicles	-	2,000	162	8.08%
Communications	-	750	-	0.00%
Dues and Fees	-	150	-	0.00%
Gasoline	219	2,000	219	10.95%
Total Operations and Capital	219	4,900	381	7.77%
Patrol				
Salaries & Wages	87,621	1,249,871	214,566	17.17%
Salaries & Wages-Overtime	3,701	52,000	7,154	13.76%
Employee Benefits-Medical	21,005	317,069	66,039	20.83%
Employee Benefits-Dental	1,143	15,777	3,558	22.55%
Employee Benefits-ADD Life	269	3,822	833	21.79%
Employee Benefits-Disability	694	9,051	2,154	23.80%
FICA	5,639	80,716	13,480	16.70%
Medicare	1,319	18,877	3,153	16.70%
Employee Benefits-Retirement	9,669	117,113	19,338	16.51%
Unemployment	218	718	575	80.08%
Workers' Compensation	-	58,949	10,969	18.61%
Total Salaries and Benefits	131,279	1,923,963	341,819	17.77%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Professional Services	500	750	2,206	294.08%
Repair & Maintenance	1,174	3,000	1,174	39.14%
Repair & Maintenance-Vehicle	3,590	45,000	9,350	20.78%
Communications	1,372	19,000	2,785	14.66%
Printing and Binding	-	500	-	0.00%
Travel	-	2,000	-	0.00%
Dues and Fees	45	1,500	45	3.00%
Education & Training	32	12,000	345	2.88%
Contract Labor	500	1,000	500	50.00%
Other Expenditures	35	7,000	645	9.21%
General Supplies and Materials	55	6,000	415	6.92%
Gasoline and Diesel	6,371	80,000	6,371	7.96%
Small Equipment	1,015	10,000	5,082	50.82%
Software	-	20,000	-	0.00%
Other Supplies - Uniforms	1,649	30,000	7,262	24.21%
Total Operations and Capital	16,337	237,750	36,180	15.22%
Police Training				
Salaries & Wages	3,911	55,348	9,851	17.80%
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-Medical	-	7,956	-	0.00%
Employee Benefits-Dental	-	377	-	0.00%
Employee Benefits-ADD Life	-	147	-	0.00%
Employee Benefits-Disability	34	375	101	27.03%
FICA	242	3,556	611	17.18%
Medicare	57	832	143	17.17%
Employee Benefits-Retirement	406	5,203	811	15.59%
Unemployment	10	27	27	98.52%
Workers' Compensation	-	2,597	483	18.61%
Total Salaries and Benefits	4,660	78,418	12,027	15.34%
Repair & Maintenance	-	2,000	-	0.00%
Repair & Maintenance-Vehicle	15	2,000	31	1.55%
Communications	42	500	84	16.70%
Travel	247	2,000	247	12.34%
Dues and Fees	-	500	-	0.00%
Education and Training	-	3,000	495	16.50%
General Supplies and Materials	290	3,000	296	9.86%
Weapons Supplies & Ammunition	612	65,000	11,947	18.38%
Gasoline and Diesel	100	2,000	100	5.02%
Other Supplies - Uniforms	-	300	-	0.00%
Intergovernmental	-	5,000	-	0.00%
Total Operations and Capital	1,306	85,500	13,200	15.47%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Police Stations and Buildings				
Disposal-Garbage/Recycle	-	1,500	181	12.09%
Pest Control	45	1,000	45	4.50%
Repairs and Maintenance	3,737	12,500	4,379	35.03%
Communications	853	9,500	1,707	17.96%
General Supplies and Materials	-	5,000	-	0.00%
Water/Sewer	438	5,000	874	17.48%
Electricity	834	15,000	1,763	11.75%
Small Equipment	312	500	462	92.33%
Software	109	3,500	201	5.74%
Total Operations	<u>6,329</u>	<u>55,500</u>	<u>9,612</u>	<u>17.97%</u>
Probation				
Salaries & Wages	3,808	46,800	9,315	19.90%
Employee Benefits-Medical	605	7,956	1,210	15.21%
Employee Benefits-Dental	-	377	-	0.00%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	-	354	-	0.00%
FICA	233	2,902	570	19.64%
Medicare	54	679	133	19.64%
Employee Benefits-Retirement	377	4,246	754	17.75%
Unemployment	11	27	26	96.22%
Workers' Compensation	-	2,119	394	18.61%
Total Salaries and Benefits	<u>5,100</u>	<u>65,607</u>	<u>12,439</u>	<u>18.96%</u>
Communications	42	500	83	16.65%
Travel	-	250	-	0.00%
Dues and Fees	-	300	-	0.00%
General Supplies and Materials	-	300	-	0.00%
Small Equipment	-	-	811	#DIV/0!
Software	250	-	500	#DIV/0!
Other Supplies - Uniforms	-	-	-	#DIV/0!
Total Operations and Capital	<u>292</u>	<u>1,350</u>	<u>1,394</u>	<u>103.26%</u>
Fire Services				
Intergovernmental-Fire Services	-	1,957,356	-	0.00%
Total Fire Services	<u>-</u>	<u>1,957,356</u>	<u>-</u>	<u>0.00%</u>
TOTAL PUBLIC SAFETY	<u>\$ 254,213</u>	<u>\$ 5,564,690</u>	<u>\$ 651,773</u>	<u>11.71%</u>
Highways and Streets				
Professional Services-Engineering	-	7,500	1,500	20.00%
Disposal-Garbage/Recycling	-	1,250	189	15.13%
Lawn Care	-	1,000	43	4.31%
Pest Control	45	500	45	9.00%
Repairs & Maintenance	563	63,314	678	1.07%
Repairs & Maintenance-Vehicles	1,958	6,000	2,136	35.60%
Rental of Equipment	-	2,500	101	4.04%
Contract Labor	34,848	418,176	69,013	16.50%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	3,000	-	0.00%
Electricity	260	3,500	509	14.55%
Gasoline/Diesel	304	5,000	304	6.08%
Small Equipment	-	2,500	-	0.00%
Total Operations	<u>37,978</u>	<u>514,490</u>	<u>74,517</u>	<u>14.48%</u>



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
<i>Street Lights</i>				
Electricity-Street Lights	8,932	100,000	18,759	18.76%
Total Street Lights	<u>8,932</u>	<u>100,000</u>	<u>18,759</u>	<u>18.76%</u>
<i>Traffic Lights</i>				
Electricity-Traffic Lights	171	2,000	347	17.36%
Total Traffic Lights	<u>171</u>	<u>2,000</u>	<u>347</u>	<u>17.36%</u>
<i>Tree Commission</i>				
Repairs & Maintenance	-	22,000	-	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>25,500</u>	<u>-</u>	<u>0.00%</u>
TOTAL PUBLIC WORKS	<u>\$ 47,081</u>	<u>\$ 641,990</u>	<u>\$ 93,623</u>	<u>14.58%</u>
<i>Culture and Recreation</i>				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>100.00%</u>
<i>Building Inspections</i>				
Salaries & Wages	15,262	198,064	37,846	19.11%
Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	2,375	55,745	7,117	12.77%
Employee Benefits-Dental	158	2,594	473	18.23%
Employee Benefits-ADD Life	40	588	121	20.63%
Employee Benefits-Disability	139	1,556	416	26.73%
FICA	922	12,342	2,286	18.52%
Medicare	216	2,886	535	18.52%
Employee Benefits-Retirement	1,949	18,061	3,898	21.58%
Unemployment	33	106	95	89.52%
Workers' Compensation	-	3,404	633	18.61%
Total Salaries and Benefits	<u>21,095</u>	<u>296,346</u>	<u>53,419</u>	<u>18.03%</u>



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Professional Services-Engineering	6,218	50,000	11,556	23.11%
Professional Services-Legal	910	7,500	1,270	16.93%
Technical Services - Planning	-	25,000	-	0.00%
Repairs & Maintenance	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	15	3,000	15	0.50%
Communications	285	5,000	570	11.40%
Advertising -Promotions	353	1,500	478	31.85%
Printing & Binding	-	250	-	0.00%
Travel	-	1,500	-	0.00%
Dues and Fees	449	7,500	689	9.19%
Education and Training	-	2,500	-	0.00%
Contract Labor	-	10,000	-	0.00%
Other Expenditures	-	750	-	0.00%
General Supplies and Materials	10	1,000	42	4.24%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	343	4,000	343	8.57%
Books and Periodicals-Code Books	-	250	-	0.00%
Small Equipment	-	2,000	811	40.54%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	8,582	123,100	15,773	12.81%
Planning and Zoning				
Salaries & Wages	8,583	115,103	23,172	20.13%
Employee Benefits-Medical	1,600	27,873	5,454	19.57%
Employee Benefits-Dental	68	920	235	25.59%
Employee Benefits-ADD Life	25	294	86	29.34%
Employee Benefits-Disability	92	872	298	34.17%
FICA	499	7,136	1,353	18.96%
Medicare	117	1,669	317	19.00%
Employee Benefits-Retirement	569	10,443	1,138	10.90%
Unemployment	17	53	66	124.09%
Workers' Compensation	(230)	4,558	388	8.52%
Total Salaries and Benefits	11,340	168,921	32,508	19.24%
Professional Services	-	1,000	-	0.00%
Professional Services-Legal	-	1,000	-	0.00%
Technical Services - Planning	-	5,000	-	0.00%
Repairs & Maintenance	-	500	-	0.00%
Other Services - Map Updates	-	1,000	-	0.00%
Communications	47	1,750	93	5.33%
Advertising	-	15,000	1,596	10.64%
Printing & Binding	-	250	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	-	2,500	-	0.00%
Education and Training	-	1,500	55	3.67%
Planning & Zoning Meeting Fees	245	3,000	441	14.70%
Other Expenditures	73	500	73	14.51%
General Supplies and Materials	12	1,500	26	1.70%
Gasoline & Diesel	-	500	-	0.00%
Small Equipment	-	1,500	127	8.47%
Total Operations	376	39,000	2,410	6.18%



**General Fund Expenditures
As of February 29, 2020**

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Main Street Program				
Salaries and Wages	5,480	50,665	13,620	26.88%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,083	13,649	3,243	23.76%
Employee Benefits - Dental	29	377	88	23.25%
Employee Benefits - Add Life	12	147	37	25.00%
Employee Benefits - Disability	50	405	150	36.93%
FICA	329	3,203	818	25.53%
Medicare	77	749	191	25.53%
Employee Benefits - Retirement	396	4,688	792	16.89%
Unemployment	4	27	27	98.48%
Workers Comp Insurance	-	223	41	18.61%
Total Salaries and Benefits	<u>7,461</u>	<u>75,133</u>	<u>19,006</u>	<u>25.30%</u>
Communications	42	750	83	11.10%
Advertising	-	500	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	140	1,600	340	21.25%
Education and Training	-	1,000	-	0.00%
Contract Labor	-	7,500	710	9.47%
Supplies - Special Events	-	15,000	3,974	26.49%
Software	-	1,000	-	0.00%
Payments to Other Agencies	-	5,000	-	0.00%
Total Operations	<u>182</u>	<u>33,350</u>	<u>5,107</u>	<u>15.31%</u>
Intergovernmental				
Intergovernmental - COED	-	10,000	-	0.00%
Total Intergovernmental	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 49,035</u>	<u>\$ 745,850</u>	<u>\$ 128,224</u>	<u>17.19%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 458,229</u>	<u>\$ 8,950,000</u>	<u>\$ 1,133,984</u>	<u>12.67%</u>



**Operating Grant Fund
As of February 29, 2020**

	February 2020	2020 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Atlanta Regional Commission Grant	-	214,975	24,237	11.27%
Interest Revenue	1	25	2	7.72%
TOTAL REVENUES	\$ 1	\$ 215,000	\$ 24,239	11.27%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	13,642	215,000	25,711	11.96%
TOTAL EXPENDITURES	\$ 13,642	\$ 215,000	\$ 25,711	11.96%



**Parks & Recreation Fund
As of February 29, 2020**

REVENUES:	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	18,805	244,000	43,534	17.84%
Alcoholic Bev Excise Tax Liquor	6,641	85,000	17,211	20.25%
Local Option Mixed Drink Tax	4,286	45,000	7,076	15.72%
Penalties and Interest	-	250	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	6	200	12	6.12%
Rents and Royalties	869	15,000	1,930	12.87%
Prior Year Fund Balance	-	500	-	0.00%
TOTAL REVENUES	\$ 30,607	\$ 390,000	\$ 69,763	17.89%
EXPENDITURES:				
Disposal - Garbage Depot	51	1,000	103	10.28%
Pest Control - Depot	45	750	45	6.00%
Repairs & Maintenance - Depot	62	30,000	109	0.36%
Communications	138	1,500	276	18.38%
General Supplies - Depot	-	2,000	-	0.00%
Water/Sewer - Depot	11	750	21	2.82%
Natural Gas - Depot	193	1,500	354	23.61%
Electricity - Depot	51	5,000	205	4.10%
Small Equipment - Depot	-	1,500	170	11.33%
Disposal - Garbage Parks	51	750	103	13.70%
Lawn Care	766	9,000	1,121	12.46%
Pest Control - Parks	45	1,000	45	4.50%
Repairs & Maintenance - Parks	522	25,000	1,248	4.99%
Rental - Equipment & Land	-	1,250	-	0.00%
Dues and Fees	(14)	500	363	72.60%
Contract Labor	2,725	50,000	5,538	11.08%
General Supplies and Materials - Parks	-	1,500	237	15.79%
Water/Sewer - Parks	457	5,000	914	18.28%
Electricity - Parks	70	1,500	154	10.26%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	250,000	-	0.00%
TOTAL EXPENDITURES	\$ 5,174	\$ 390,000	\$ 11,006	2.82%



Hotel/Motel Tax Fund
As of February 29, 2020

	February 2020	2020 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Hotel/Motel Taxes	294	4,995	489	9.79%
Interest Revenue	0	5	1	11.20%
TOTAL REVENUES	\$ 294	\$ 5,000	\$ 489	9.79%
EXPENDITURES:				
Advertising/Promotions	-	5,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ -	0.00%



**Urban Redevelopment Agency
As of February 29, 2020**

	February 2020	2020 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Proceeds from General Long-term E	321,761	3,000,000	467,575	15.59%
TOTAL REVENUES	\$ 321,761	\$ 3,000,000	\$ 467,575	15.59%
EXPENDITURES:				
Transfer to Town Center Fund	321,761	3,000,000	467,575	15.59%
TOTAL EXPENDITURES	\$ 321,761	\$ 3,000,000	\$ 467,575	15.59%



SPLOST III Fund
As of February 29, 2020

	February 2020	2020 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Special Assessments - Crestmont	-	11,928	-	0.00%
Prior Year Fund Balance	-	262,622	-	0.00%
Interest Revenue	11	450	22	4.92%
TOTAL REVENUES	\$ 11	\$ 275,000	\$ 22	0.01%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	275,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 275,000	\$ -	0.00%



SPLOST IV Fund
As of February 29, 2020

	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Interest Revenue	7	150	14	9.47%
Prior Year Fund Balance	-	69,850	-	0.00%
TOTAL REVENUES	\$ 7	\$ 70,000	\$ 14	0.02%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	70,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 70,000	\$ -	0.00%



SPLOST V Fund
As of February 29, 2020

REVENUES:	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	140,587	1,500,000	325,542	21.70%
Grant Revenue-LMIG	-	150,065	-	0.00%
Grant Revenue-SRTA	-	1,500,000	-	0.00%
Grant Revenue-TIP	-	1,604,167	-	0.00%
Grant Revenue-LCI Phase II	-	-	116,110	100.00%
Interest Revenue	12	500	18	3.53%
Prior Year Fund Balance	-	211,183	-	0.00%
Proceeds from SRTA Loan	-	3,590,450	-	0.00%
TOTAL REVENUES	\$ 140,598	\$ 8,556,365	\$ 441,670	5.16%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	-	200,000	1,148	0.57%
Capital Outlay-Police Cars	-	205,000	-	0.00%
Capital Outlay-Infrastructure	8,442	626,870	25,865	4.13%
Capital Outlay-Industrial Connector	-	1,925,000	-	0.00%
Capital Outlay-HS Pkwy Phase II	150	5,599,495	150	0.00%
Capital Outlay-LCI Phase II	(65)	-	2,228	100.00%
TOTAL EXPENDITURES	\$ 8,527	\$ 8,556,365	\$ 29,390	0.34%



Town Center Fund
As of February 29, 2020

Revenues	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Interest Revenue	21	103	42	40.36%
Prior Year Fund Balance	-	351,497	-	0.00%
Transfer from URA	321,761	3,000,000	467,575	15.59%
TOTAL REVENUES	\$ 321,782	\$ 3,351,600	\$ 467,617	13.95%

Expenditures				
Advertising	62	-	62	100.00%
Professional Services	280	350,000	560	0.16%
Capital Outlay - Sites	4,701	1,000,000	4,701	0.47%
Capital Outlay - Site Improvements	77,932	325,000	119,579	36.79%
Capital Outlay - Buildings	19,365	-	19,365	100.00%
Capital Outlay - TCP Road Network	429,947	1,676,600	429,947	25.64%
TOTAL EXPENDITURES	\$ 532,288	\$ 3,351,600	\$ 574,215	17.13%



Debt Service Fund
As of February 29, 2020

Revenues	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Interest	189	-	393	100.00%
Prior Year Fund Balance	-	516,319	-	0.00%
TOTAL REVENUES	\$ 189	\$ 516,319	\$ 393	0.08%
Expenditures				
Debt Service - Bond Principal HSPRA	-	311,206	-	0.00%
Debt Service - Bond Interest HSPRA	-	47,530	-	0.00%
Debt Service - Bond Interest URA	15,382	157,583	15,382	9.76%
TOTAL EXPENDITURES	\$ 15,382	\$ 516,319	\$ 15,382	2.98%



**Stormwater Utility Fund
As of February 29, 2020**

REVENUES:	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	3,682	349,500	10,166	2.91%
Interest Revenue	34	500	71	14.14%
TOTAL REVENUES	\$ 3,716	\$ 350,000	\$ 10,237	2.92%
EXPENSES:				
Salaries & Wages	3,950	47,390	7,900	16.67%
Employee Benefits - Medical Insurance	663	7,956	1,326	16.67%
Employee Benefits - Dental Insurance	31	377	62	16.45%
Employee Benefits - Disability	22	261	44	16.86%
Employee Benefits - ADD Life	12	147	24	16.33%
FICA	245	2,938	490	16.68%
Medicare	57	687	114	16.59%
Employee Benefits - Retirement	358	4,300	716	16.65%
Unemployment	2	27	4	14.81%
Workers Comp Insurance	230	2,756	460	16.69%
Legal & Professional	2,239	4,487	2,489	55.47%
Regional Stormwater	-	2,500	-	0.00%
Pollution Prevention	-	1,500	-	0.00%
Watershed Planning	-	500	-	0.00%
Maintenance & Cleaning	6,966	100,000	12,712	12.71%
Structural Upgrades	155	95,000	166	0.17%
Rental of Equipment	7,020	5,000	7,020	140.40%
Communications	87	2,000	173	8.66%
Advertising	-	250	-	0.00%
Dues and Fees	-	6,500	-	0.00%
Training	1,194	2,000	1,194	59.70%
Contract Labor	-	46,500	-	0.00%
General Supplies & Materials	-	1,500	56	3.73%
Postage	-	424	-	0.00%
Water/Sewer	-	5,000	-	0.00%
Gasoline & Diesel	159	4,000	272	6.81%
Small Equipment	410	1,500	410	27.35%
Office Supplies	156	1,000	156	15.60%
Capital Outlay Infrastructure	1,415	-	1,415	100.00%
Contingency	-	3,500	-	0.00%
TOTAL EXPENSES	\$ 25,371	\$ 350,000	\$ 37,204	10.63%



**Main Street Board
Budget To Actual Comparison Report
As of February 29, 2020**

Revenues	February 2020 Transactions	2020 Annual Budget	YTD Transactions
Business & Occupation Licenses	10,116	50,586	33,061
Alcohol Beverage Licenses	-	25,000	3,000
Alcohol Pouring Permits	90	5,000	400
Donations From Private Sources	-	20,000	-
Miscellaneous/Registrations/Booth Fees	-	8,825	-
Rents and Royalties	-	2,500	1,165
Interest Revenue	2	50	4
TOTAL REVENUES	\$ 10,208	\$ 111,961	\$ 37,630

Expenditures			
Salaries & Wages	5,480	50,163	13,620
Overtime	-	1,000	-
Employee Benefits - Medical	1,083	17,663	3,243
Employee Benefits- Dental	29	377	88
Employee Benefits-Add Life	12	147	37
Employee Benefits-Disability	50	405	150
FICA	329	3,172	818
Medicare	77	742	191
Employee Benefits-Retirement	396	4,694	792
Unemployment	4	27	27
Workers Comp Insurance	-	221	41
Communications	42	750	83
Advertising	-	500	-
Travel	-	1,000	-
Dues and Fees	140	1,600	340
Education and Training	-	1,000	-
Contract Labor	-	7,500	710
Supplies-Special Events	-	15,000	3,974
Software	-	1,000	-
Payments to Other Agencies	-	5,000	-
TOTAL EXPENDITURES	\$ 7,642	\$ 111,961	\$ 24,113

**% of Annual
Budget**

65.36%
12.00%
8.00%
0.00%
0.00%
46.60%
7.74%

33.61%

27.15%
0.00%
18.36%
23.25%
25.00%
36.93%
25.78%
25.77%
16.87%
98.48%
18.77%
11.10%
0.00%
0.00%
21.25%
0.00%
9.47%
26.49%
0.00%
0.00%

21.54%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of February 29, 2020**

Revenues	February 2020 Transactions	2020 Annual Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	25,450.00	-	0.00%
Interest Revenue	0.03	50.00	0.06	0.12%
TOTAL REVENUES	\$ 0.03	\$ 25,500.00	\$ 0.06	0.00%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000.00	-	0.00%
Tree Maintenance	-	8,000.00	-	0.00%
Tree Removal	-	6,000.00	-	0.00%
Travel	-	750.00	-	0.00%
Dues and Fees	-	500.00	-	0.00%
Education and Training	-	1,000.00	-	0.00%
Tree Seedlings	-	500.00	-	0.00%
Banners & Shirts	-	250.00	-	0.00%
Books and Periodicals	-	500.00	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 25,500.00	\$ -	0.00%

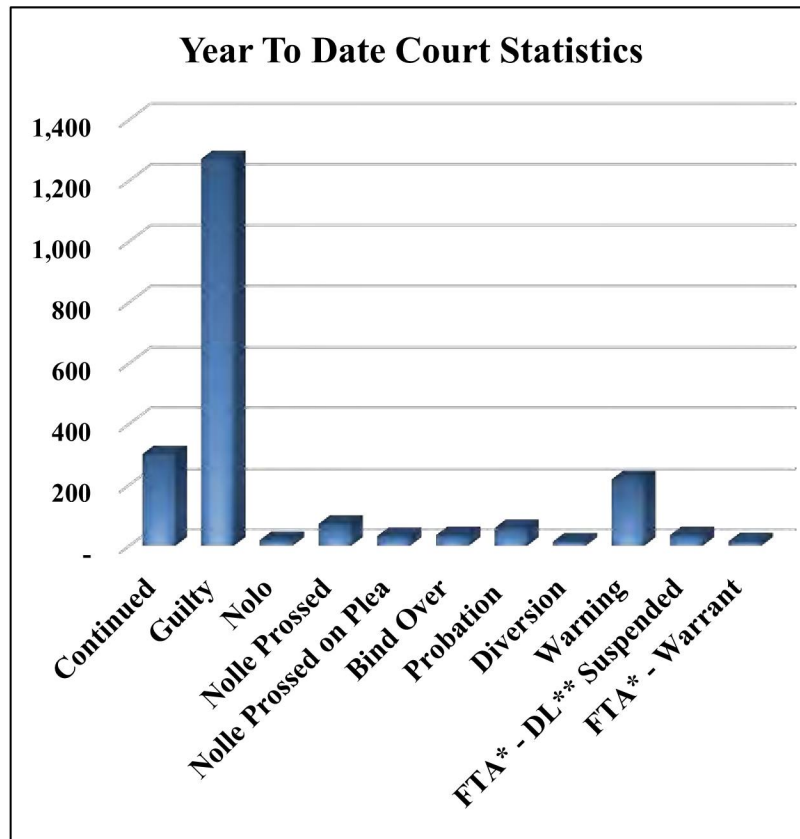


City of Holly Springs Court Statistics 2020 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	170	-	-	-	-	-	-	-	-	-	-	300
Guilty	585	685	-	-	-	-	-	-	-	-	-	-	1,270
Nolo	6	12	-	-	-	-	-	-	-	-	-	-	18
Nolle Prossed	37	34	-	-	-	-	-	-	-	-	-	-	71
Nolle Prossed on Plea	13	18	-	-	-	-	-	-	-	-	-	-	31
Bind Over	17	17	-	-	-	-	-	-	-	-	-	-	34
Probation	18	39	-	-	-	-	-	-	-	-	-	-	57
Diversion	5	8	-	-	-	-	-	-	-	-	-	-	13
Warning	82	135	-	-	-	-	-	-	-	-	-	-	217
FTA* - DL** Suspended	5	29	-	-	-	-	-	-	-	-	-	-	34
FTA* - Warrant	6	8	-	-	-	-	-	-	-	-	-	-	14
	904	1,155	-	-	-	-	-	-	-	-	-	-	2,059

* Failure to Appear

** Driver's License



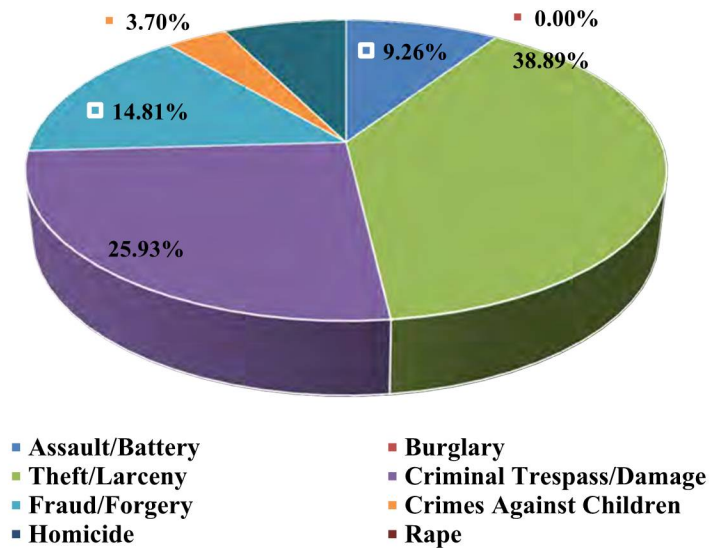


City of Holly Springs Police Statistics 2020 Year to Date

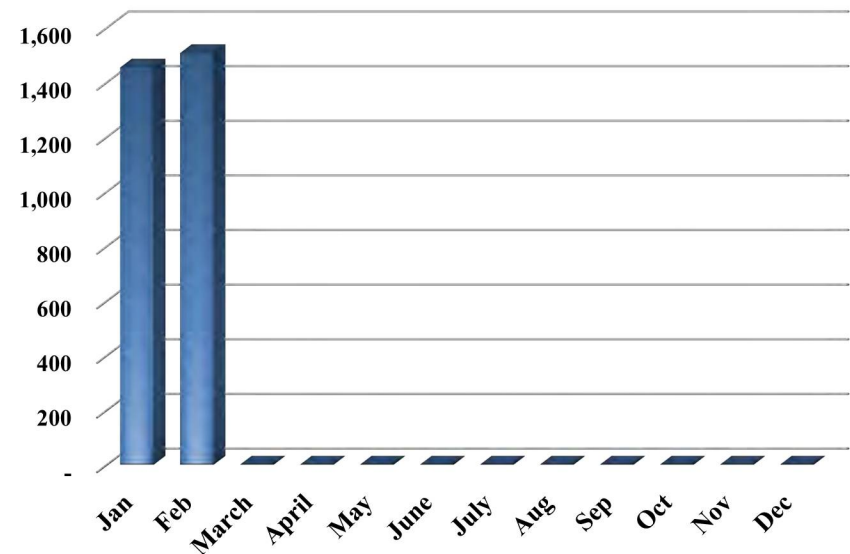
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	3	2	-	-	-	-	-	-	-	-	-	-	5
Burglary	-	-	-	-	-	-	-	-	-	-	-	-	-
Theft/Larceny	15	6	-	-	-	-	-	-	-	-	-	-	21
Criminal Trespass/Damage	4	10	-	-	-	-	-	-	-	-	-	-	14
Fraud/Forgery	4	4	-	-	-	-	-	-	-	-	-	-	8
Crimes Against Children	-	2	-	-	-	-	-	-	-	-	-	-	2
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	-	-	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	3	1	-	-	-	-	-	-	-	-	-	-	4
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	29	25	-	-	-	-	-	-	-	-	-	-	54

Calls for Service	1,454	1,507	-	-	-	-	-	-	-	-	-	-	2,961
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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-20	
Pot Hole Repair	14	roads
Tree Service Work	5	row
ROW Mowing	4	row
Dead Animal Pick Up	6	roads
Street Sweeping	0	street sweeping
Road Salting	1	roads
Sign Maintenance	7	signs
Traffic Signals	2	signs
Equipment Maintenance	9	equipment maintenance
Misc. Work Orders	14	misc
PARKS		
J.B. Owens	15	parks
Barrett Park	15	parks
J.C. Mullins	14	parks
Monthly Totals	106	

Notes:

- 1) Edge of pavement and pothole repairs
- 2) Cleaning and edging of sidewalks
- 3) Painted for the PD

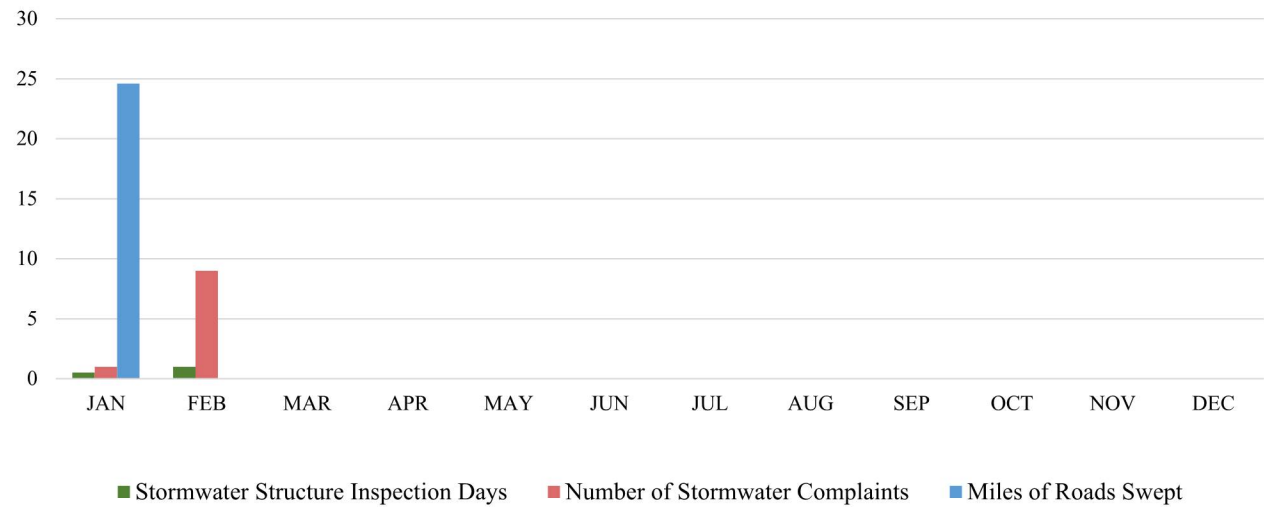


**City of Holly Springs
Stormwater Statistics
2020 Year to Date**

Stormwater Structure Inspection Days
Number of Stormwater Complaints
Miles of Roads Swept

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
	0.5	1										1.5
	1	9										10
	24.6	0										24.6

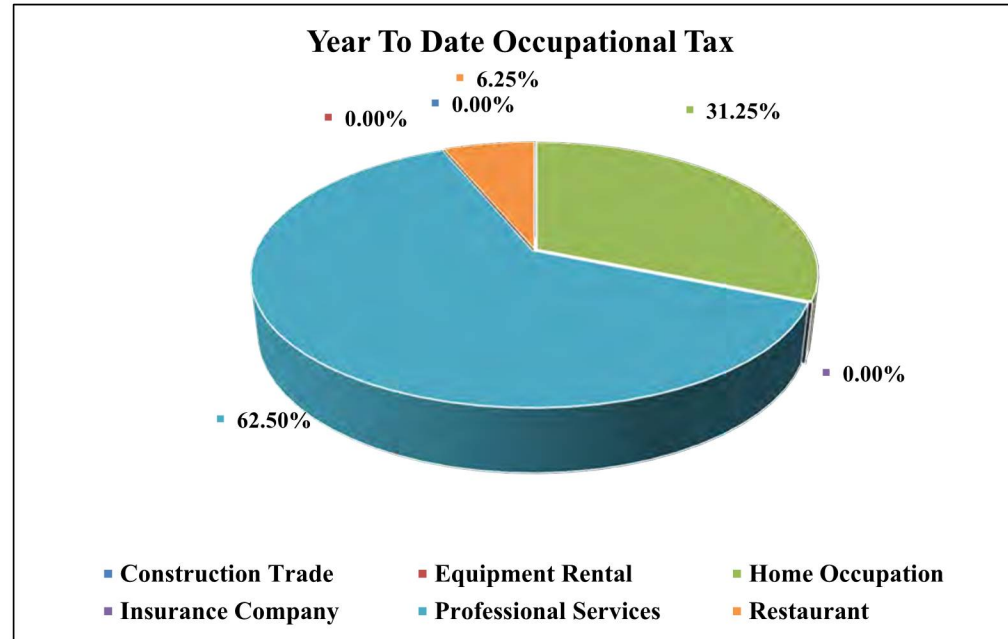
Year to Date Stormwater Statistics





City of Holly Springs Occupational Tax Summary 2020 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	-	5	-	-	-	-	-	-	-	-	-	-	5	31.25%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	7	3	-	-	-	-	-	-	-	-	-	-	10	62.50%
Restaurant	1	-	-	-	-	-	-	-	-	-	-	-	1	6.25%
	8	8	-	-	-	-	-	-	-	-	-	-	16	100.00%





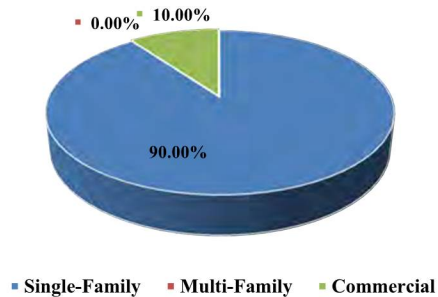
City of Holly Springs
Building Permits and Certificates of Occupancy
2020 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	18	42											60
Accessory Structures													0
Additions		1											1
Basement Buildouts	1	1											2
Mechanical	3	5											8
Plumbing		1											1
Electrical	1	1											2
Miscellaneous	4	12											16
Certificates of Completion	1	1											2
Certificates of Occupancy	31	28											59
Multi-Family													
Townhomes													0
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	8	3											11
Commercial													
New Structures	1												1
Addition-C													0
Tenant Build Outs	1	1											2
Accessory Structures													0
Mechanical	2												2
Plumbing													0
Electrical	1	2											3
Misc-C		2											2
Certificates of Completion	1	1											2
Certificates of Occupancy	4	2											6

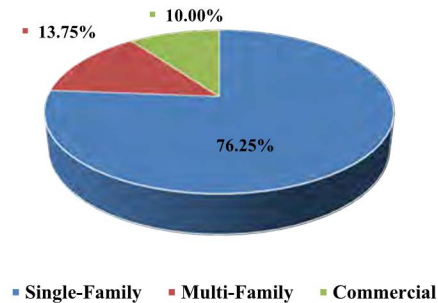
Permits		
Single-Family	90	90.00%
Multi-Family	0	0.00%
Commercial	10	10.00%
	100	100.00%

CO's		
Single-Family	61	76.25%
Multi-Family	11	13.75%
Commercial	8	10.00%
	80	100.00%

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued



City of Holly Springs Work Session Meeting Speaker Sign In Sheet

March 18, 2020

Meeting Date: _____

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

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

