



City of Holly Springs

Date: Monday, March 18, 2019

Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. NEW BUSINESS
 - A. Discuss the Partners in Education Agreement between Holly Springs Elementary STEM Academy and the City of Holly Springs
Presented By: Robert H. Logan, City Manager
 - B. Discuss an Engagement Agreement with Lueder, Larkin & Hunter, LLC (the “Law Firm”)
Presented By: Robert H. Logan, City Manager
 - C. Discuss proposal from NOVA Engineering and Environmental, LLC (NOVA)
Presented By: Robert H. Logan, City Manager
 - D. Discuss proposal from Southern Environmental Services, Inc. (“SESI”)
Presented By: Robert H. Logan, City Manager
 - E. Discuss a resolution opposing House Bill 242
Presented By: Nancy Moon, Community Development Director
 - F. Discuss a resolution to apply to the Atlanta Regional Commission (ARC) Community Development Assistant Program (CDAP)
Presented By: Nancy Moon, Community Development Director
- IV. EXECUTIVE SESSION
 - Litigation
 - Real Estate
- V. ADJOURNMENT

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATION

- Chief Accommodations – Officer Michael Adams and Sergeant Nathan Ernst
- Safe Digging Proclamation – Accepted by Phil Bell, Vice-Chair of the Cherokee County Local Utility Coordinating Committee

V. CONSENT AGENDA

1. February 4, 2019 Council Meeting Minutes
2. February 25, 2019 Council Meeting Minutes
3. ORD-01-2019, text amendment to the Holly Springs Zoning Ordinance, Article 10, Signs and Outdoor Advertising, changes to lighting regulations
4. ORD-02-2019, text amendment to the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, changes to lighting regulations regarding signage
5. ORD-03-2019, text amendment to the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, revise Model Zoning District boundaries
6. ORD-04-2019, text amendment to the Holly Springs Zoning Ordinance, Article 4, Establishment of District Boundaries: The Official Holly Springs Zoning Map, Adopted Policy Maps, clarify description of district boundaries, delete Future Land Use Map
7. ORD-05-2019, text amendment to the Holly Springs Zoning Ordinance, Article 2, Interpretations and Definitions, delete Future Land Use Map definition
8. ORD-06-2019, adoption of the Official Holly Springs Zoning Map
9. Resolution to amend the Main Street District map

10. Resolution to amend the Municipal Services Master Fee Schedule - Administrative Fee for Permit Amendments

VI. UNFINISHED BUSINESS

11. Approve/deny A-01-2019, request to annex 2.66 +/- acres located off of Riverside Way, Cherokee County, GA, tax parcels 084, 085 & 086 of tax plat 15N16
12. Approve/deny MA-01-2019, request to rezone 13.9 +/- acres located off of Riverside Way, Cherokee County, GA, tax parcels 084, 085, & 086 of tax plat 15N16 from TND, R-40, Traditional Neighborhood Development/Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City)
13. Approve/deny D-01-2019, request to deannex 0.25 +/- acres located off of Riverside Way, tax parcels 085 & 086 of tax plat 15N16, such that the property may become part of unincorporated Cherokee County

VII. NEW BUSINESS

14. Approve/deny the Partners in Education Agreement between Holly Springs Elementary STEM Academy and the City of Holly Springs, and authorize the City Manager to execute the agreement on behalf of the City of Holly Springs
15. Approve/deny the Engagement Agreement with Lueder, Larkin & Hunter, LLC (the "Law Firm") to represent the City of Holly Springs, in an amount not to exceed \$8,000
16. Approve/deny a proposal from NOVA Engineering and Environmental, LLC (NOVA), Proposal No. 024-25199308, Visual Structural Condition Survey of City Hall, in an amount not to exceed \$2,000
17. Approve/deny a proposal from Southern Environmental Services, Inc. ("SES"), additional Demolition and Site Cleanup for 362 Stringer Road, in an amount not to exceed \$10,000
18. Approve/deny resolution opposing House Bill 242, Preemption of Local Regulations of Massage Therapy Businesses
19. Approve/deny resolution to apply to the Atlanta Regional Commission (ARC) Community Development Assistant Program (CDAP) to pursue a housing study and fund the required 20% match, in an amount not to exceed \$30,000

VIII. REPORTS

IX. ADJOURNMENT



AGREEMENT

CITY OF HOLLY SPRINGS AND Holly Springs Elementary STEM Academy

Mr. Robert Logan, on behalf of City of Holly Springs and Holly Springs Elementary STEM Academy enter into this agreement on **March 5, 2019** to provide assistance, support, and services to one another and to enhance the education of the students at Holly Springs Elementary STEM Academy.

City of Holly Springs agrees to support Holly Springs Elementary STEM Academy with volunteer time and/or contributions to the following programs:

- (1) School Events if available

Additionally, City of Holly Springs, on occasion, can offer a new program of its own invention to Holly Springs Elementary STEM Academy. Holly Springs Elementary STEM Academy may, from time to time, have additional requests that City of Holly Springs will individually review and consider.

Holly Springs Elementary STEM Academy agrees to support City of Holly Springs by recognizing them in the following ways:

1. Promote City of Holly Springs in school literature as a Partner in Education.
2. Provide information to teachers and staff about City of Holly Springs.

City of Holly Springs agrees to support Holly Springs Elementary STEM Academy by recognizing them in the following ways:

1. Promote Holly Springs Elementary STEM Academy as a Partner in Education.

This agreement will automatically renew each year for no more than three-years. However, either party may end the agreement at anytime by contacting the Chamber of Commerce at 770-345-0400. The agreement will be reviewed annually. Official "Partners In Education" business agrees to remain a member in good standing of the Cherokee County Chamber of Commerce.

The Holly Springs Elementary STEM Academy representative for the current school year is Jessica Porter and the City of Holly Springs representative for the current school year is Mr. Logan. If either of these contact people change, please contact the Chamber of Commerce at 770-345-0400.

We would like to request that an official "Partners In Education Certificate" be sent to our school and partner business (Please check yes or no).

- ☐ YES
- ☐ NO

- Please Sign Next Page -

Name _____
Title _____

Jessica Porter
Assistant Principal

Address: P.O. Box 990
City: Holly Springs State: GA Zip: 30142

Address: 1965 Hickory Road
City: Canton State: GA Zip: 30115

Telephone Number: 770-345-5536

Telephone Number: 770-704-1420

Telephone Number: _____

Telephone Number: _____

X _____
Signature

X  _____
Signature

A copy of this document will be submitted to the Cherokee County School District, P.O. Box 769, Canton, GA, 30169, and to the Cherokee County Chamber of Commerce, P.O. Box 4998, Canton, GA 30114.

SCHOOL DISTRICT APPROVAL

Barbara P. Jacoby
Chief Communications Officer
Cherokee County School District

CHAMBER OF COMMERCE APPROVAL

Brandy DeBord
Education & Workforce Specialist
Cherokee County Chamber of Commerce

X _____
Signature

X _____
Signature

LUEDER, LARKIN & HUNTER, LLC

ATTORNEYS AT LAW

ENGAGEMENT AGREEMENT

CITY OF HOLLY SPRINGS (the "Client") desires to hire Lueder, Larkin & Hunter, LLC (the "Law Firm") to represent the Client pursuant to the terms specified in this Engagement Agreement. This Engagement Agreement shall be binding upon the parties and their successors.

The Law Firm will charge a rate of \$285.00 per hour for attorneys and \$170.00 per hour for paralegals. The Law Firm and Client may additionally agree in writing for various work to be performed at an agreed-upon fixed fee. Client is required to reimburse the Law Firm for cost advances and other out-of-pocket expenses at actual cost for outside charges (e.g., court costs, courier charges, etc.) and at the Law Firm's usual rates for internal charges. Reimbursable internal charges include costs associated with photocopying, postage, certified mail, and long distance telephone calls. Photocopies will be billed at 20 cents per page. Notwithstanding the foregoing, in the event of any conflict between the Client's billing guidelines and this Agreement regarding reimbursable expenses, the terms of the Client's billing guidelines shall control.

Invoices for services performed and expenses incurred are sent to our clients on a monthly basis. Unless other arrangements are agreed upon, invoices are due upon their receipt. Invoices will show the time spent performing services billed in tenth-of-an-hour increments, with a minimum charge of one-tenth. Billing entries on the monthly invoices for fixed fee services will show the amount of the charge and will not reflect a specific amount of time. If you have any questions or comments about any fees or expenses, we ask that you contact us with your questions or comments within two weeks after receiving our statement to allow us to answer any questions you may have and make revisions, if necessary, before the next invoice is prepared. Any increases in our rates or fees will be announced in November before the next calendar year.

For litigation and other projects, the Law Firm may request that the Client pay a retainer amount upfront that will be deposited into the Law Firm's trust account. The amount will be held as security for payment. All invoices are to be paid by the Client as they become due. In the event the Client does not pay an invoice, the Law Firm reserves the right to apply funds held in trust to the invoice and to require the Client to replenish the funds held in trust. The Law Firm may terminate the Client for failure to pay any invoice or replenish the amount held in trust. Any amount held in trust and not applied to an invoice will be returned to the Client upon completion of the litigation or project, or upon the termination of the Law Firm.

The Client hereby agrees to the above terms on this ____ day of _____, 20__.

CITY OF HOLLY SPRINGS

Signature

Title: _____

5900 WINDWARD PARKWAY, SUITE 390, ALPHARETTA, GEORGIA 30005
TELEPHONE 770-685-7000 FACSIMILE 770-685-7002
www.luederlaw.com



PROFESSIONAL SERVICES WORK ORDER AGREEMENT

DATE: March 14, 2019	PROPOSAL NO.: 024-25199308
<u>PROJECT NAME AND ADDRESS</u> Visual Structural Condition Survey City Hall First Floor Framing at Fireproof Cabinets Office Facility 3237 Holly Springs Parkway Holly Springs, Georgia 30115	<u>CLIENT NAME AND ADDRESS</u> CITY OF HOLLY SPRINGS P.O. Box 990 Holly Springs, Georgia 30142 Attention: Mr. Ron Carter (p) (770) 721-7505 email: rcarter@hollyspringsga.us

Mr. Carter,

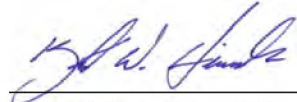
Per our conversation and a preliminary site visit performed by Kurt Heinrichs, P.E. of NOVA on March 12, 2019, NOVA proposes to perform the following scope of work regarding the visual structural condition survey of the floor framing system under the fireproof safe cabinets at the subject facility at 3237 Holly Springs Parkway in Holly Springs, Georgia:

1. We understand signs of sagging within the floor system at the subject facility has been reported. We understand the building was constructed circa 2009 and multiple fireproof file cabinets are located within the area of concern, which may be contributing to the sagging issue. A NOVA Professional Engineer will visit the site to perform a visual structural condition survey of the readily accessible areas of the first-floor framing system near the cabinets. Based on our preliminary site visit, the floor framing systems appears to be engineered wood joists and beams supported by concrete masonry piers. The insulation will be removed and replaced at select locations for observation of the wood framing. Signs of significant structural distress will be noted. We will document our findings with select photographs and field notes.
2. The NOVA team will review the field obtained data and develop a report of our findings. Conceptual recommendations for repair (if required) will be included. No repair drawings or specifications are included in this proposal. The report will be signed by a Professional Structural Engineer, PE registered in the State of Georgia.

We understand access to the crawl space below the floor will be provided.

We propose to perform this work for a lump sum fee of \$2,000.

This work will be performed in accordance with the attached NOVA General Terms and Conditions. We anticipate that the field work and report will take approximately one week to complete upon receipt of formal authorization to proceed.



Kurt W. Heinrichs, P.E.
Manager Facilities and Forensics
Georgia Registration No. 18741



Nathan J. Moloney, P.E.
Project Manager
Georgia Registration No. 38770

AUTHORIZED BY:		INVOICE TO:	
Signature		Firm	
Name		Name	
Title		Address	
Date			

NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this professional service agreement and attached proposal or email to kheinrichs@usanova.com or nmoloney@usanova.com



Visual Structural Condition Survey
City Hall
Prepared for: City of Holly Springs

By: NJM
Date: 3/14/19
NOVA Proposal #: 024-25199308

Item No.

1	On-site Condition Survey and Report	Hrs./Miles	Rate	Subtotal	Round Total
	Project Engineer, PE	6	\$ 140	\$ 840	
	Mileage	72	\$ 0.65	\$ 47	
	Project Engineer, PE	6	\$ 140	\$ 840	
	Principal Review	2	\$ 175	\$ 350	
				\$ 2,077	\$ 2,000
TOTAL					\$ 2,000

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC

GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



SOUTHERN ENVIRONMENTAL SERVICES, INC.

ASBESTOS & MOLD ABATEMENT, DEMOLITION & CONSTRUCTION SERVICES

Celebrating 25 Years • 1994 - 2019

TELEPHONE: 770-933-0005

FACSIMILE: 770-933-0028

March 14, 2019

The City of Holly Springs, C/O
Mr. David Edwards
City of Holly Springs
625 West Crossville Rd
Suite 204
Roswell, GA 30075

RE: Proposal for Additional Demolition and Site Cleanup work
Cagle Farm, 362 Stringer Rd, Holly Springs, GA

Dear Mr. Edwards,

Southern Environmental Services, Inc. ("SESI") is pleased to present you with this proposal for additional services in reference to Cagle Farm located at 362 Stringer Rd located in Holly Springs, GA. All work shall be accomplished in strict compliance with all current regulations governing these activities.

Scope of Services Garbage and Tires

1. Excavate load and transport Wet waste residential Garbage from a discovered pit on the site Approximately 70' x 30' x 10-18' deep. This waste cannot go to the same landfill as the C&C demolition debris. We will need a transfer truck or lined dumpsters to remove the waste and it Will need to go to Willow oak landfill. Tires will be taken to Liberty Recycling in Atlanta

Cost of Services:

Cost of services includes all labor, materials, insurance, taxes, permits and fees necessary to complete the above referenced scope of services.

Excavate, load, clean up \$255.00/ HR estimate 6 hours
Hauling & Disposal \$ 650.00/ dumpster load * possible savings if we can get a transfer truck
Tire hauling & Disposal \$ 350.00 hauling \$ 3.55/ Each for tires

**** \$10,000 max total. ****

Please feel free to call if I may be of further service, (770) 933-0005 office, or (770) 933-0028 fax

Sincerely,

Thomas F. Wasson
President
tom.wasson@sesi.net

Approved By:

Date:

RESOLUTION

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF _____, GEORGIA OPPOSING HOUSE BILL 242, PREEMPTION OF LOCAL REGULATIONS OF MASSAGE THERAPY BUSINESSES

WHEREAS, HB 242 prohibits certain regulations that local governments may place on massage therapy businesses, the result of which could negatively impact economic development efforts and constrain locations for other small business development; and

WHEREAS, local government may not limit the location of a massage therapy business relating to the proximity of another such business unless the City places limits on other health care facilities, may cause a proliferation of massage therapy businesses, particularly impacting existing retail areas in need of continual revitalization; and

WHEREAS, HB 242 prohibits local governments ability to restrict off-premises or mobile services, which may inadvertently constrain law enforcement of human trafficking; and

WHEREAS, HB 242 has open-ended and ambiguous language which states "local jurisdictions shall not impose any requirements that may impede the lawful practice of massage therapy" may result in multiple appeals and even lawsuits against local government; and

WHEREAS, HB 242 would undermine self-determination of citizens to establish community standards, causing severe erosion to the ability of all 538 Georgia cities and 159 counties to address unique and community-specific quality of life issues; and

WHEREAS, county and municipal government officials are elected to make decisions about their communities, but HB 242 would restrict home rule and local control; and

WHEREAS, although HB 242 has good parts as it relates to licensure requirements for the massage therapy profession, which indicates an understanding that standards do in fact make sense, it goes too far restricting local jurisdictions on the business establishments; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of _____, Georgia, that this governing body voices its opposition to HB 242, Preemption of local control and limits on regulations for massage therapy businesses.

RESOLVED this ____ Day of _____, 2019.

Mayor

Attest: _____
City Clerk

The House Committee on Regulated Industries offers the following substitute to HB 242:

A BILL TO BE ENTITLED
AN ACT

To amend Title 43 of the Official Code of Georgia Annotated, relating to professions and businesses, so as to provide for the regulation of massage therapy educational programs; to provide for legislative intent; to provide for definitions; to clarify requirements for massage therapy licenses; to provide for violations; to provide for conditions relating to regulation by counties, municipalities, or other local jurisdictions relating to massage therapy; to provide for related matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Title 43 of the Official Code of Georgia Annotated, relating to professions and businesses, is amended by revising Chapter 24A, relating to massage therapy practice, as follows:

"CHAPTER 24A

ARTICLE 1

43-24A-1.

This chapter shall be known and may be cited as the 'Georgia Massage Therapy Practice Act.'

43-24A-2.

The General Assembly acknowledges that the practice of massage therapy ~~affects~~ is a therapeutic health care service delivered by health care professionals that affects the public health, safety, and welfare of Georgians. Massage therapists must have a knowledge of anatomy and physiology and an understanding of the relationship between the structure and function of the tissue being treated and the total function of the body. Massage is therapeutic, and regulations are necessary to protect the public from unqualified

H. B. 242 (SUB)

practitioners. It is in the interest of the public to set standards of qualifications, education, training, and experience for those who seek to practice massage therapy; to promote high standards of professional performance for those licensed to practice massage therapy; and to protect the public from unprofessional conduct by persons and entities licensed to practice or teach massage therapy.

43-24A-3.

As used in this chapter, the term:

(1) 'Advertise' means, but is not limited to, the issuing of or causing to be distributed any card, sign, or other device or causing or permitting any sign or marking on or in any building or structure, or in any newspaper, magazine, or directory, or announcement on radio, or announcement or display on television, computer network, or electronic or telephonic medium.

(2) 'Applicant' means any person seeking a license or renewal under this chapter.

(3) 'Board' means the Georgia Board of Massage Therapy established by this chapter.

(4) 'Board recognized massage therapy educational program' means an educational program located within or outside the State of Georgia that receives compensation for training two or more persons in massage therapy or its modalities, that has submitted an application and fee, and which meets the standards for training and curriculum as set out by the board in its rules, including, but not limited to, standards for training and curriculum which are consistent with:

(A) The the Nonpublic Postsecondary Education Commission as provided in Code Section 20-3-250.4;

(B) A postsecondary institution of the Technical College System of Georgia that is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools; or

(C) A postsecondary institution that is accredited by an accrediting agency recognized by the United States Department of Education and that is authorized or approved by a professional licensing board, department, or agency in another state, jurisdiction, or territory whose standards have been determined by the board to be equivalent to the Nonpublic Postsecondary Education Commission.

~~(4.1)~~(5) 'Entity' means the owner or operator of a business where massage therapy for compensation is performed.

~~(5)~~(6) 'License' means a valid and current certificate of registration issued by the board pursuant to this chapter to practice massage therapy.

~~(6)~~(7) 'Licensee' means any person holding a license.

(7)(8) 'Massage therapist' means a person licensed under this chapter as a massage therapist who administers or teaches massage or massage therapy for compensation.

(8)(9) 'Massage therapy' or 'massage' means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the body in which the primary intent is to enhance or restore health and well-being. ~~The~~ Such term includes complementary methods, including without limitation cupping therapy, taping techniques, the external application of water, superficial heat, superficial cold, lubricants, salt scrubs, or other topical preparations and the use of commercially available electromechanical devices which do not require the use of transcutaneous electrodes and which mimic or enhance the actions possible by the hands; the term also includes determining whether massage therapy is appropriate or contraindicated, or whether referral to another health care provider is appropriate. ~~Massage therapy~~ Such term shall not include the use of ultrasound, fluidotherapy, laser, and other methods of deep thermal modalities.

(10) 'Massage therapy business' means an entity where the practice of or engagement in massage therapy is performed by a licensed massage therapist.

(9)(11) 'Person' means a natural person only.

(10)(12) 'Provisionally permitted massage therapist' means a person issued a provisional permit under this chapter.

43-24A-4.

(a) There is created the Georgia Board of Massage Therapy which shall consist of five members. The board shall be assigned to the ~~Secretary of State's office~~ Office of the Secretary of State for administrative purposes and shall be under the jurisdiction of the division director and shall operate in accordance with and pursuant to the provisions of Chapter 1 of this title, as applicable.

(b) The Governor shall appoint, subject to confirmation by the Senate, all members of the board for initial terms of office beginning July 1, 2005. The Governor shall appoint two initial members of the board to serve for terms of two years and three initial members of the board, including the public member, to serve for terms of four years. After the initial terms specified in this subsection, members of the board shall take office on the first day of July immediately following the expired term of that office and shall serve for a term of four years and until their successors are appointed and qualified. Any person appointed to the board when the Senate is not in session may serve on the board without Senate confirmation until the Senate acts on that appointment. No member shall serve on the board for more than two full consecutive terms. Any vacancy due to death, resignation,

removal, or otherwise shall be filled for the remainder of the unexpired term in the same manner as regular appointments.

(c) All members of the board shall be reimbursed as provided for in subsection (f) of Code Section 43-1-2.

(d) An appointee to the board shall qualify by taking an oath of office within 15 days from the date of his or her appointment. On presentation of the oath, the Secretary of State shall issue a commission to each appointee as evidence of his or her authority to act as a member of the board.

43-24A-5.

(a)(1) There shall be four professional members of the board who shall:

(A) Be citizens of the United States and residents of this state for at least three years prior to the date of appointment;

(B) Have been engaged in massage therapy practice for compensation for at least five years immediately preceding their appointment; and

(C) ~~Be eligible for licensure under this chapter. Effective July 1, 2006, and thereafter, all professional members of the board shall be~~ licensed under this chapter.

(2) No more than one professional member of the board may be an owner of or affiliated with any massage therapy school.

(b) There shall be one consumer member of the board who shall be appointed by the Governor from the public at large, shall be a citizen of the United States and resident of this state, and shall be a person to whom neither this state nor any other state or jurisdiction or organization has ever issued a certificate, registration, license, or permit to engage in the practice of massage therapy nor be an owner of or affiliated with any massage therapy school or massage therapy business.

(c) The Governor, after notice and opportunity for hearing, may remove any member of the board for incompetence, neglect of duty, unprofessional conduct, conviction of a felony, failure to meet the qualifications of this chapter, or committing any act prohibited by this chapter.

43-24A-6.

The board shall meet at least once each year at a time fixed by the board. At its annual meeting, the board shall elect from its members a chairperson, vice chairperson, and any other officers as deemed necessary who shall hold office for a term of one year. Additionally, the board may appoint such committees as it considers necessary to fulfill its duties. In addition to its annual meeting, the board may hold additional meetings at the call

of the chairperson or at the request of any two members of the board or as approved by the division director.

43-24A-7.

(a)(1) On and after July 1, 2019, the Georgia Board of Massage Therapy shall regulate the practice of massage therapy in this state. The board shall promulgate rules and regulations governing the practice of massage therapy and massage therapy educational programs pursuant to this chapter. Such rules and regulations shall be adopted no later than July 1, 2020.

(2) Any person who holds a license as a massage therapist issued under this chapter as its provisions existed on June 30, 2019, shall not be required to undergo recertification under this chapter but shall otherwise be subject to all applicable provisions of this chapter effective on and after July 1, 2019.

(b) The board shall have the power to:

(1) Examine and determine the qualifications and fitness of applicants for licenses to practice massage therapy in this state;

(2) Issue, renew, refuse to renew, deny, suspend, or revoke licenses to practice massage therapy in this state or otherwise discipline licensed massage therapists;

(3) Conduct investigations for the purpose of discovering violations of this chapter or grounds for disciplining persons or entities acting in violation of this chapter;

(4) Upon reasonable notice, request on-site inspections of the facility, equipment, policies, and practices of a massage therapy business or board recognized massage therapy educational program by appropriate inspectors in the Office of the Secretary of State for the purpose of determining compliance with the standards established pursuant to this chapter;

~~(4)~~(5) Hold hearings on all matters properly brought before the board and, in conjunction therewith, to administer oaths, receive evidence, make the necessary determinations, and enter orders consistent with the findings. The board may designate one or more of its members as its hearing officer;

~~(5)~~(6) Adopt, revise, and enforce rules concerning advertising by licensees including, but not limited to, rules to prohibit false, misleading, or deceptive practices;

(7) Periodically evaluate board recognized massage therapy educational programs and license such programs that meet the board's requirements;

(8) Develop and enforce standards for continuing education courses required of licensed massage therapists which may include courses in massage therapy or any of the modalities described in paragraphs (5) through (8) of subsection (a) of Code Section 43-24A-19;

(9) Develop and enforce reasonable and uniform standards for massage therapy educational programs and massage therapy practice;

(10) Deny or withdraw recognition of noncompliant massage therapy educational programs that do not meet standards established pursuant to this chapter;

(11) Appoint standing or ad hoc committees as necessary to inform and make recommendations to the board about issues and concerns of the massage therapy profession and to facilitate communication amongst the board, licensees under this chapter, and the community, which may include nonmembers of the board;

(12) Collect and publish data regarding existing massage therapy resources in Georgia without violation of any state or federal privacy laws and coordinate planning for board recognized massage therapy educational programs and practice;

~~(6)~~(13) Adopt an official seal; and

~~(7)~~(14) Bring proceedings to the courts for the enforcement of this chapter or any rules and regulations promulgated pursuant to this chapter.

~~(b)~~(c) In addition to the enumerated powers in subsection ~~(a)~~(b) of this Code section, the board has the authority to conduct its business pursuant to the provisions of Code Section 43-1-19 which is incorporated herein and made a part of this chapter by specific reference.

43-24A-8.

(a) No person may practice massage therapy in this state who is not a licensed massage therapist or the holder of a valid provisional permit issued by the division director pursuant to this chapter.

(b) Any applicant for a license as a massage therapist must submit a completed application upon a form and in such manner as the board prescribes, accompanied by applicable fees, and evidence satisfactory to the board that:

(1) The applicant is at least 18 years of age;

(2) The applicant has a high school diploma or its recognized equivalent;

(3) The applicant is a citizen of the United States or a permanent resident of the United States;

(4) The applicant is of good moral character. For purposes of this paragraph, 'good moral character' means professional integrity and a lack of any conviction for acts involving moral turpitude where the underlying conduct relates to the applicant's fitness to practice massage therapy;

(5) The applicant has satisfactory results from a fingerprint record check report conducted by the Georgia Crime Information Center and the Federal Bureau of Investigation, as determined by the board. Application for a license under this Code

section shall constitute express consent and authorization for the board or its representative to perform a criminal background check. Each applicant who submits an application to the board for licensure by examination agrees to provide the board with any and all information necessary to run a criminal background check, including, but not limited to, classifiable sets of fingerprints. ~~The~~ Such applicant shall be responsible for all fees associated with the performance of such background check;

(6) The applicant has completed successfully a board recognized massage therapy educational program consisting of a minimum of 500 hours of course and clinical work; and

(7) The applicant has passed satisfactorily the National Certification Examination for Therapeutic Massage and Bodywork, the Massage and Bodywork Licensing Exam administered by the Federation of State Massage Therapy Boards, an equivalent test approved by the board, or an examination administered by another state, territory, or jurisdiction whose license requirements meet or exceed those of this state; and

(8) The applicant has and agrees to maintain continuously during the term of licensure liability insurance coverage for bodily injury and property damage in coverages and amounts not less than \$1 million per occurrence or \$3 million annually, as determined by the board.

43-24A-9.

(a) A provisional permit to practice as a provisionally permitted massage therapist shall, upon proper application, be issued for a six-month period to an applicant who meets the following criteria:

(1) Holds and maintains a valid license as a massage therapist in another state;

(2) Is not a resident of this state as confirmed in a secure and verifiable document, as defined in Code Section 50-36-2;

(3) Has not had a license or permit to practice as a massage therapist voided, revoked, suspended, denied, or annulled by this state or another state, territory, or jurisdiction; and

(4) Has not been convicted of a felony in the courts of this state, any other state, territory, or country, or in the courts of the United States, including, but not limited to, a plea of nolo contendere entered to such charge or the affording of first offender treatment to any such charge in the same manner as provided in paragraph (4) of subsection (a) of Code Section 43-1-19.

(b) A provisional permit shall require the applicant to work under the supervision of a licensed massage therapist in good standing with the board. If an applicant has met the requirements of subsection (a) of this Code section and submits the applicable license fee, the applicant shall be granted a provisional permit to practice massage therapy in this state.

236 Upon receipt of such application and fee, a provisional permit shall be administratively
237 issued.

238 (c) A provisional permit may be voided if the board determines that the person holding
239 such permit no longer meets one or more of the criteria set forth in subsection (a) of this
240 Code section.

241 (d) A provisional permit issued pursuant to subsection (a) of this Code section shall have
242 the same force and effect as a permanent license until the time of its expiration.

243 (e) A provisional permit issued pursuant to subsection (a) of this Code section shall expire
244 on the same date as a license issued under this chapter to a holder of a provisional permit
245 who has passed the examination pursuant to Code Section 43-24A-8.

246 43-24A-10.

247 The board may require that all applications be made under oath.

248 43-24A-11.

249 (a) Examinations shall be administered to qualified applicants for massage therapy
250 licensure at least twice each calendar year.

251 (b) Applicants may obtain their examination scores in accordance with such rules and
252 regulations as the board may establish.

253 43-24A-12.

254 Reserved.

255 43-24A-13.

256 (a) Any applicant for a license by endorsement as a massage therapist must submit a
257 completed application upon a form and in such manner as the board prescribes,
258 accompanied by applicable fees, and evidence satisfactory to the board that:

259 (1) The applicant is at least 18 years of age;

260 (2) The applicant is of good moral character. For purposes of this paragraph, 'good
261 moral character' means professional integrity and a lack of any conviction for acts
262 involving moral turpitude where the underlying conduct relates to the applicant's fitness
263 to practice massage therapy;

264 (3) The applicant has satisfactory results from a fingerprint record check report
265 conducted by the Georgia Crime Information Center and the Federal Bureau of
266 Investigation, as determined by the board. Application for a license under this Code
267 section shall constitute express consent and authorization for the board or its
268 representative to perform a criminal background check. Each applicant who submits an

application to the board for licensure by endorsement agrees to provide the board with any and all information necessary to run a criminal background check, including, but not limited to, classifiable sets of fingerprints. The applicant shall be responsible for all fees associated with the performance of such background check; and

(4) The applicant is currently licensed as a massage therapist in another jurisdiction, state, or territory of the United States or foreign country which requires standards for licensure considered by the board to be equivalent to the requirements for licensure under this chapter.

(b) The board may establish by rule procedures for an applicant for licensure by endorsement to supplement his or her application to satisfy any standards for licensure pursuant to this chapter that are greater than those of another state, territory, or jurisdiction.

43-24A-14.

(a) The licensee shall display the license certificate or a photocopy thereof in an appropriate and public manner at each location at which he or she practices.

(b) All licenses shall expire biennially unless renewed. All applications for renewal of a license shall be filed with the division director prior to the expiration date, accompanied by the biennial renewal fee prescribed by the board and certifying that all current requirements of continuing education as determined by the board have been fulfilled. The board shall provide for penalty fees for late registration. The failure to renew a license by the end of an established penalty period shall have the same effect as a revocation of said license, subject to reinstatement only after application and payment of the prescribed reinstatement fee within the time period established by the division director, provided that the applicant meets such requirements as the board may establish by rule.

(c) A licensee shall provide evidence of current liability insurance coverage as required in Code Section 43-24A-8 upon request by the board at any time during such licensee's term of licensure.

~~(c)~~(d) The licensee shall inform the board of any change of address within 30 days.

~~(d)~~(e) Each person licensed under this chapter is responsible for renewing his or her license before the expiration date.

~~(e)~~(f) Under procedures and conditions established by the board, a licensee may request that his or her license be declared inactive. The licensee may apply for active status at any time and upon meeting the conditions set forth by the board shall be declared active.

43-24A-15.

(a) It shall be a violation of this chapter for any person, ~~or entity, or board recognized~~ massage therapy educational program to advertise;

(1) ~~Message~~ massage therapy services or to advertise the offering of massage therapy services unless such services are provided by a person who holds a valid license under this chapter; or

(2) Massage therapy services through any form of media or representation through the use of pictorial representations unless the persons depicted in such representations are attired and posed in a manner so as to avoid appealing to the prurient interest.

(b) It shall be a violation of this chapter for any person to advertise:

(1) As a massage therapist unless the person holds a valid license under this chapter in the classification so advertised; or

(2) Massage therapy services combined with escort or dating services or adult entertainment.

(c) It shall be a violation of this chapter for a person or entity, or the employees, agents, or representatives of such person or entity, to practice massage therapy or to use in connection with such person's or entity's name or business activity the terms 'massage,' 'massage therapy,' 'massage therapist,' 'massage practitioner,' or the letters 'M.T.,' 'L.M.T.,' or any other words, letters, abbreviations, or insignia indicating or implying directly or indirectly that massage therapy is provided or supplied unless such massage therapy is provided by a massage therapist licensed and practicing in accordance with this chapter.

(d) It shall be a violation of this chapter for any entity to:

(1) Advertise the offering of massage therapy services combined with escort or dating services, or adult entertainment, or illegal acts relating to sex related crimes; or

(2) Employ unlicensed massage therapists to perform massage therapy.

(e) It shall be a violation of this chapter for any person to practice massage therapy without holding a current or provisional license as a massage therapist in accordance with subsection (a) of Code Section 43-24A-8.

(f) It shall be a violation of this chapter for any person or entity, or the employees, agents, or representatives of such person or entity, to render or offer massage therapy services for compensation unless such massage therapy is provided by a licensed massage therapist.

43-24A-16.

The practice of massage therapy is declared to be an activity ~~affecting the public interest and involving~~ that affects the public health, safety, and welfare of ~~the public Georgians.~~

Such practice by a person who is not licensed to practice massage therapy in this state is declared to be a public nuisance, harmful to the public health, safety, and welfare. Any citizen of this state, the board, or the appropriate prosecuting attorney of a jurisdiction where such practice is carried on by such unlicensed person may, on behalf of the public, bring an action to restrain and enjoin such unlicensed practice in the superior court of the

county where such unlicensed person resides or works. It shall not be necessary in order to obtain an injunction under this Code section to allege or prove that there is no adequate remedy at law or to allege or prove any special injury.

43-24A-17.

(a) The board may take any one or more of the following actions against a person, ~~or entity, or board recognized massage therapy educational program~~ found by the board to have committed a violation of this chapter:

- (1) Reprimand or place the licensee on probation;
- (2) Revoke or suspend the license or deny the issuance or renewal of a license;
- (3) Impose an administrative fine not to exceed \$500.00 for each violation; and
- (4) Assess costs against the violator for expenses relating to the investigation and administrative action.

(b) The board may assess collection costs and interest for the collection of fines imposed under this chapter against any person, ~~or entity, or board recognized massage therapy educational program~~ that fails to pay a fine as directed by the board.

43-24A-18.

Proceedings under this chapter shall be governed by Chapter 13 of Title 50, the 'Georgia Administrative Procedure Act.'

43-24A-19.

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

- (1) A person licensed, registered, or certified under any other chapter or article under Title 43 while engaged in the professional or trade practices properly conducted under authority of such other licensing laws, provided that such person shall not use the title of massage therapist;
- (2) A person pursuing a course of study leading to a degree or certificate as a massage therapist in ~~an~~ a board recognized massage therapy educational program ~~recognized by the board~~, if such person is designated by title indicating student status and is fulfilling uncompensated work experiences required for the attainment of the degree or certificate;
- (3) A nonresident person rendering massage therapy up to 60 days during a 12 month period for treatment of a temporary sojourner only, provided that such nonresident massage therapist holds a license, registration, or certification from another state, jurisdiction, or country if the requirements as determined by the board for licensure, registration, or certification are substantially equal to the requirements contained in this

chapter or provided that such nonresident massage therapist is currently nationally certified in therapeutic massage and bodywork;

(4) A person duly licensed, registered, or certified in another jurisdiction, state, territory, or a foreign country when incidentally in this state to provide service as part of an emergency response team working in conjunction with disaster relief officials or as part of a charity event with which he or she comes into the state;

(5) A person who restricts his or her practice to the manipulation of the soft tissue of the human body to hands, feet, or ears who does not have the client disrobe and does not hold himself or herself out as a massage therapist;

(6) A person who uses touch, words, and directed movement to deepen awareness of existing patterns of movement in the body as well as to suggest new possibilities of movement while engaged within the scope of practice of a profession with established standards and ethics, provided that his or her services are not designated or implied to be massage or massage therapy;

(7) A person who uses touch and movement education to effect change in the structure of the body while engaged in the practice of structural integration, provided that he or she is a member of, or whose training would qualify for membership in, the International Association of Structural Integrators and provided that his or her services are not designated or implied to be massage or massage therapy;

(8) A person who uses touch to affect the energy systems, polarity, acupoints, or Qi meridians, also known as channels of energy, of the human body while engaged within the scope of practice of a profession with established standards and ethics, provided that his or her services are not designated or implied to be massage or massage therapy; ~~or~~

(9) A person who was engaged in massage therapy practice prior to July 1, 2005; provided, however, that the prohibition of subsection (c) of Code Section 43-24A-15 shall apply to such a person on and after July 1, 2007; or

(10) A person licensed under other chapters of this title providing cupping therapy or taping techniques that are authorized within the scope of practice of such person.

(b) Nothing in this chapter shall prohibit a licensed massage therapist from practicing any of the modalities described in paragraphs (5) through (8) of subsection (a) of this Code section.

43-24A-20.

(a) The board shall establish continuing education requirements not to exceed 25 hours per biennium in massage therapy, its complementary methods as defined by the board, or any of the modalities described in paragraphs (5) through (8) of subsection (a) of Code Section 43-24A-19. The board shall by rule establish criteria for the approval of continuing

410 education programs or courses. The programs or courses approved by the board may
411 include correspondence courses that meet the ~~criteria~~ requirements for continuing
412 education programs or courses.

413 (b) Continuing education requirements or credits used for license renewal shall be
414 approved by the board.

415 43-24A-21.

416 As cumulative to any other remedy or criminal prosecution, the board may file a
417 proceeding in the name of the state seeking issuance of a restraining order, injunction, or
418 writ of mandamus against any person, entity, or board recognized massage therapy
419 educational program that ~~who~~ is or has been violating any of the provisions of this chapter
420 or the lawful rules or orders of the board.

421 43-24A-22.

422 (a) This chapter shall not be construed to prohibit a county or municipality from enacting
423 any regulation of persons not licensed pursuant to this chapter. Any place of business
424 where massage therapy for compensation is performed shall also be subject to any
425 regulation by local governing authorities which elect to enact regulations in accordance
426 with this chapter.

427 (b) No provision of any ordinance enacted by a ~~municipality~~, county, municipality, or
428 other local jurisdiction that ~~relates to the practice of massage therapy or requires licensure~~
429 an individual professional license by such county, municipality, or local jurisdiction of a
430 massage therapist may be enforced against a person who is issued a license by the board
431 under this chapter.

432 43-24A-23.

433 Notwithstanding any provision of law to the contrary, the act of a duly licensed massage
434 therapist in performing a massage shall be deemed to be the act of a health care
435 professional and shall not be subject to the collection of any form of state or local taxation
436 regulations or fees not also imposed on other ~~professional~~ licensed health care ~~activities~~
437 professionals.

438 43-24A-24.

439 (a) Any person, entity, or board recognized massage therapy educational program that ~~who~~
440 acts in violation of Code Section 43-24A-15, upon conviction thereof, shall be punished
441 as provided in this Code section.

(b) Each act of unlawful practice under this Code section shall constitute a distinct and separate offense.

(c) Upon being convicted a first time under this Code section, such person, ~~or entity, or~~ board recognized massage therapy educational program shall be guilty of and shall be punished as for a misdemeanor for each offense which is punishable by a fine of not less than \$500.00 nor more than \$5,000.00. Upon being convicted a second time under this Code section, such person, ~~or entity, or~~ board recognized massage therapy educational program shall be guilty of and shall be punished as for a misdemeanor of a high and aggravated nature punishable by a fine of not less than \$5,000.00 nor more than \$10,000.00, or imprisonment for not less than six months nor more than one year, at the discretion of the court. Upon being convicted a third or subsequent time under this Code section, such person, ~~or entity, or~~ board recognized massage therapy educational program shall be guilty of a felony and shall be punished by a fine of not more than \$25,000.00 for each offense, imprisonment for not less than one nor more than five years, or both, and shall be precluded from owning, operating, or working for or with an entity that offers massage therapy.

ARTICLE 2

43-24A-30.

(a) A county, municipality, or other local jurisdiction may by ordinance or resolution license or regulate massage therapy businesses. Any ordinance or resolution adopted pursuant to this subsection may include, but is not limited to, at least the following requirements on such businesses:

(1) Current liability insurance coverage for bodily injury and property damage for the massage therapy business;

(2) Compliance with state and local fire and safety requirements;

(3) Provision for extermination of vermin, insects, termites, and rodents in any property or location used by the massage therapy business;

(4) Maintenance of equipment in a safe and sanitary condition;

(5) Adequate toilet and lavatory facilities with running water, toilet tissue, soap dispenser with soap or other hand-cleansing materials, sanitary towels or other hand drying devices, waste receptacles, and adequate lighting and ventilation sufficient to remove objectionable odors on the premises of the business or entity or within reasonable proximity to such business or entity when it is located in a space or facilities also used by other businesses;

(6) Adequate and sanitary shower facilities if the massage therapy business maintains a whirlpool bath, sauna, hot tub, spa, steam cabinet, or steam room, including soap and sanitary cloth towels and adequate lighting and ventilation;

(7) Prequalification processes, state licensure checks, interviews, or other procedures prior to approval of application for a business license for a person or entity proposing to offer massage therapy services or for a massage therapy business;

(8) Requirement that a licensed massage therapist is present on the premises of a massage therapy business at any time when massage therapy is being performed for a client of the massage therapy business; and

(9) Evidence of license to practice massage therapy.

(b) A county, municipality, or other local jurisdiction may limit or prohibit a massage therapy business from using labels or names including the words 'spa establishment,' 'massage parlor,' 'personal service,' or 'adult entertainment.'

43-24A-31.

(a) A county, municipality, or other local jurisdiction that licenses or regulates massage therapy businesses may not adopt any ordinance or regulation that includes any of the following:

(1) Conditions or requirements required as of July 1, 2019, for licensure as a massage therapist under this chapter, including, but not limited to, criminal background checks, education, and training; provided, however, that a county, municipality, or other local jurisdiction may require a criminal background check of an owner of a massage therapy business who is not a licensed massage therapist; provided, further, that a county, municipality, or other local jurisdiction may require evidence of licensure pursuant to paragraph (9) of subsection (a) of Code Section 43-24A-30;

(2) Limitations on the location of a massage therapy business relating to its proximity to other massage therapy businesses that are not imposed on the businesses of other health care professionals or which directly or indirectly prohibit massage therapy businesses from locating in the jurisdiction;

(3) Prohibition of off-premises or mobile services by a licensed massage therapist;

(4) Limitations on the operation of the massage therapy business from engaging licensed massage therapists as contractors of such business or lessees of the premises of the massage therapy business for the performance of massage therapy; or

(5) Conditions or requirements that are in any manner inconsistent with the federal Health Insurance Portability and Accountability Act of 1996.

510 (b) A county, municipality, or other local jurisdiction shall not impose any requirements
511 relating to massage therapy for the purpose of impeding the lawful practice of massage
512 therapy pursuant to this chapter.

513 43-24A-32.

514 Nothing in this article shall prohibit a county, municipality, or other local jurisdiction from:

515 (1) Licensing or regulating other businesses that are not massage therapy businesses;

516 (2) Enacting advertising restrictions on massage therapy businesses to protect the public;

517 provided, however, that this shall not include any restrictions on the content of

518 advertising beyond what is included in Code Section 43-24A-15;

519 (3) Inspecting massage therapy businesses; provided, however, that this shall not be

520 construed to authorize the review of client records protected by the federal Health

521 Insurance Portability and Accountability Act of 1996; or

522 (4) Prohibiting and prosecuting illicit, immoral, prurient, or illegal activities or sexual

523 activity in the operation or on the premises of a massage therapy business.

524 43-24A-33.

525 (a) The appropriate prosecuting attorney may cause appropriate proceedings to be

526 commenced in order to enforce the provisions of this article.

527 (b) The board, in addition to the remedies set forth in this chapter, may bring an action in

528 a court of competent jurisdiction to enjoin violations of this article. Such injunction may

529 be issued by such court notwithstanding the existence of an adequate remedy at law."

530 **SECTION 2.**

531 This Act shall become effective upon its approval by the Governor or upon its becoming law

532 without such approval.

533 **SECTION 3.**

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

**STATE OF GEORGIA
HOLLY SPRINGS**

**RESOLUTION TO APPLY TO THE ARC COMMUNITY DEVELOPMENT ASSISTANCE
PROGRAM TO PURSUE A HOUSING STUDY AND FUND THE REQUIRED 20% MATCH**

WHEREAS, Cherokee County and the Cities of Canton, Woodstock, Holly Springs, Ball Ground, and Waleska completed respective ten-year Comprehensive Plan updates in 2018; and

WHEREAS, through the process of completing these comprehensive plan updates, the need for a housing study resulted; and

WHEREAS, the county and the cities recognize that completing a countywide housing study that encompasses all jurisdictions will aid the collective governing bodies in strategically planning for affordable and workforce housing; and

WHEREAS, the Atlanta Regional Commission (ARC) initiated the, "Community Development Assistance Program" (CDAP), which provides support to cities and counties that seek planning and implementation assistance over a broad spectrum of priority issues, including housing affordability; and

WHEREAS, Cherokee County, joined by the Cities of Canton, Woodstock, Holly Springs, Ball Ground, and Waleska, seeks to apply for assistance through the CDAP to complete a housing study; and

WHEREAS, Cherokee County will submit the CDAP application to the ARC on behalf of the county and the cities of Cherokee County, and a Housing Study Task Force will be formed that includes a representative from the county and each of the cities to evaluate and deliver the study in accordance with ARC and CDAP requirements, though Cherokee County is the prime applicant, contracting with the ARC to complete the study; and

WHEREAS, if awarded, the CDAP requires a 20% local match to fund the housing study; and

WHEREAS, Cherokee County, and the cities of Canton, Woodstock, and Holly Springs agree to provide the local match equally; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Holly Springs, Georgia hereby endorse the application to the Atlanta Regional Commission and agree to participate in the Community Development Assistance Program, to complete the housing study, and also commit to the local match of \$7,500.00 to fund the City's portion of the required 20% match.

Read and unanimously adopted in the meeting of the City Council of Holly Springs, Georgia held March 18, 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Housing Study Overview

Team

Cherokee County
Ball Ground
Canton
Holly Springs
Waleska
Woodstock
Nelson

Potential Partners

Canton Housing Authority
Habitat for Humanity
MUST Ministries
Cherokee County CDBG
Development Authority
Reinhart University
Council for Quality Growth
Greater Atlanta Homebuilders

I. Background

Cherokee County and all of the cities, including Canton, Holly Springs, Ball Ground, Waleska, Nelson, and the City of Woodstock recently completed their respective Comprehensive Plan updates and through this process, a finding was an increased need for affordable and workforce housing, hereinafter defined as “Housing”. Despite being one of the more affordable counties in the Atlanta Metro, Cherokee County home values continue increasing, sparking the need for an affordable housing assessment and strategies that ensure residents of different income levels may live here. During the comprehensive plan process, stakeholders and residents cited the need for more diverse housing, especially for young families and professionals searching for reasonably priced starter homes.

II. Scope

The basic premise of this study would highlight the economic realities of residents who are-

- Unable to afford living in Cherokee County
- Must live far from their job within the county due to the cost of living
- Pay a disproportionate amount of their salary towards rent or mortgage in the county

This data-driven analysis would likely look at Area Median Income levels for each household and the amount each AMI level could afford to spend on a house. Then, the analysis would compare those numbers to home values of developments that Cherokee currently produces.

The analysis would include an occupation overview of the county and cities as well, providing the average salaries for positions like teachers, government employees, police officers, etc. This will help identify the percentage of Cherokee’s workforce that struggles with affordability in the county. Using data from the Longitudinal Employer-Household Dynamics (LEHD) program, this could be compared to the county and cities’ housing markets to provide a gap analysis that quantifies these workers.

Finally, a market study of possible sites for workforce/affordable housing (whether mixed-use or not) would be undertaken.

III. Proposed Budget

Federal Request: **\$120,000**

Local Match: **\$30,000**

Total Project Cost **\$150,000**

Task	Est. Total Cost	Federal Funds	Local Funds	Note
Kickoff Meeting	\$0.00	\$0.00	\$0.00	
Research & Data Collection	\$40,000	\$32,000	\$8,000	
Public Input Meetings	\$10,000	\$8,000	\$2,000	1
Targeted Stakeholder Meetings	\$20,000	\$16,000	\$4,000	2
City/County Analysis	\$20,000	\$16,000	\$4,000	3
Draft Plan Document	\$50,000	\$40,000	\$10,000	
Complete Final Plan Document	\$10,000	\$8,000	\$2,000	4
TOTAL	\$150,000	\$120,000	\$30,000	5

NOTES

- 1) At least two public input/open house meetings
- 2) At least five targeted stakeholder/focus group meetings
- 3) In addition to an overall countywide analysis, the study will provide specific City and County recommendations
- 4) Final deliverables will include an electronic copy and a bound copy for each jurisdiction
- 5) Amounts by task are subject to adjustments, though the total federal funds requested will not exceed \$120,000.

IV. Objectives & Goals

- Define workforce and affordable housing for Cherokee County and the 6 cities within
- Capture the current availability and feasibility for Housing throughout the county
- Outline effective ways to educate the public on Housing
- Determine income levels that show the most need for Housing
- Map potential locations across the county that would best suit Housing developments
- Develop strategies for promoting/implementing Housing for county as well as city-specific strategies
- Survey of current development production in Cherokee and disparity between the cost of housing and what people can afford

V. Supporting Documents

All of the adopted Comprehensive Plans and LCI studies that cover areas in Cherokee County

VI. Elements

Vision
Background
General demographics/data
Potential implementation strategies (County and cities)

VII. Data

- Population
- Median Household Income
- Household Size
- Median Home Sales
- Area Median Income breakdown indicating home affordability at each AMI percentage
- Median annual salaries for various positions (police officer, teacher, etc.) in Cherokee County
- Occupation/Industry makeup, using LEHD census data

VIII. Deliverables

- A comprehensive document fulfilling the objectives and goals of this project

IX. Resolutions

- Cities of Ball Ground, Canton, Holly Springs, Waleska, and Woodstock
- Cherokee County Board of Commissioners

X. Letters of Support

- Cherokee County CDBG
- Canton Housing Authority
- Habitat for Humanity
- MUST Ministries
- Representative Caldwell
- Greater Atlanta Home Builder's Association and/or Council for Quality Growth

PROCLAMATION – SAFE DIGGING MONTH

APRIL 2019

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

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

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

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

Therefore, I do hereby proclaim, on behalf of the City of Holly Springs, the month of April 2019 as Safe Digging Month in the City of Holly Springs and encourage contractors and homeowners throughout the City of Holly Springs to always call 811 before digging.

Safe digging is no accident!!

Steven W. Miller, Mayor

Date

Attest:

Karen Norred, City Clerk
(Seal)



Cherokee County Local Utility Coordinating Committee and Georgia 811

March 6, 2019

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30142

Re: National Safe Digging Month

The Cherokee County Local Utility Coordinating Committee would like to partner with [Georgia 811](http://www.Georgia811.com) and the City of Holly Springs to promote National Safe Digging Month this April 2019 to coincide with the onset of peak digging season.

The initiative was designed to heighten contractor and homeowner awareness of the national 811 notification system. By calling 811, the City of Holly Springs contractors and homeowners notify area utility operators of their intent to dig so that the utilities can be located ahead of their projects. The 811 notification system is paramount to the prevention of damage to underground utilities and the safety of the City of Holly Springs residents.

Due to the continued support and involvement of the City of Holly Springs and Cherokee County Utility stakeholders in the Cherokee County Local Utility Coordinating Committee, we feel it is appropriate that the City of Holly Springs publicly proclaim Safe Digging Month this April 2019 by recognizing the importance of calling 811 before digging.

The following are opportunities for the City of Holly Springs to show support of Safe Digging Month:

- Issue an official proclamation of the City of Holly Springs Safe Digging Month from the Office of the City of Holly Springs Board of Commissioners.
- Post the City of Holly Springs Safe Digging Month messages provided by the Cherokee County Local Utility Coordinating Committee on the City of Holly Springs Facebook sites. (Please provide links to web site or social media sites that we should reference.)
- Picture of GA811 receiving proclamation on the GA811 Facebook site.
- Free GA811 Safe Digging Banner.

We thank you in advance for your support of this initiative. If you have questions or would like more information on National Safe Digging Month, visit www.Georgia811.com or contact me directly.

Regards,

Lori M. Jones, Chair
lmjones@cherokeega.com
678-493-6081

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

THEREFORE,

I do hereby proclaim, on behalf of the City of Holly Springs, the month of April 2019 as;

Safe Digging Month

And encourage contractors and homeowners throughout the City of Holly Springs to always call 811 before digging.

Safe digging is no accident!!

Date

City of Holly Springs
City Council Work Session Meeting Minutes
February 4, 2019

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, Chief Michael Carswell, Community Development Director Nancy Moon, Information Technology Manager Ron Carter, Lieutenant Steve Cohen, Corporal Andrew Drake, and Assistant City Clerk Donna Sanders.

Mayor Miller called the Work Session to order.

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

Public Comments

No public comments.

Councilmember Phillips moved to enter into Executive Session for the purposes of litigation, personnel and real estate. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to return from Executive Session. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Reports

Councilmember Smith congratulated Chief Carswell on a job well done for the City of Holly Springs being named the safest city in Georgia.

Mayor Miller thanked Councilmember Zenchuk for attending the meetings in January on his behalf.

Councilmember Zenchuk moved to adjourn. Councilmember Whitaker 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 25, 2019

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, and Information Technology Manager Ron Carter.

Mayor Miller called the Work Session to order.

Public Comments:

No public comments.

Councilmember Zenchuk moved to enter into Executive Session for the purposes of litigation and personnel. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to return from Executive Session. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to adjourn. Councilmember Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs
Council Meeting Minutes
February 25, 2019

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, and Information Technology Manager Ron Carter.

Mayor Miller called the City Council meeting to order.

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

The Tree Commission Board of Directors Chairman Marc Teffeau, Vice Chairman Jennifer Wade, Treasurer Colleen Konwick, Secretary Brandi Hackett, and Chief Michael Carswell presented City Council with a plaque recognizing the City of Holly Springs as a Tree City USA designee.

Consent Agenda:

1. January 7, 2019 Council Meeting Minutes.
2. January 24, 2019 Council Meeting Minutes.
3. Landscape Architecture Design Proposal from Tunnell-Spangler & Associates, Inc., d/b/a TSW for the Holly Springs Intersection Improvement Project, in an amount not to exceed \$27,400.
4. HCM File Client Agreement between MSI Benefits Group, Inc. and the City of Holly Springs, Option 1, Planning, HCM File Platform set-up, eligibility data formatting, HCM File delivery to client an IRS e-File, in an amount not to exceed \$4.00 per 1095-C Form.
5. Lease Agreement No.: 1430429 between Great America Financial Services Corporation, the City of Holly Springs, for term of 36 months, in an amount not to exceed \$176.15 monthly payment amount.
6. Maintenance Plan Sales Order dated January 24, 2019 from Duplicating Products, Inc. for multifunction copier/printer/scanner equipment and accessories.
7. Fax Online Service Agreement between Concord III, LLC (dba Concord Technologies) and the City of Holly Springs.
8. Business Associate Agreement between Concord III, LLC and the City of Holly Springs.

Councilmember Zenchuk moved to approve the Consent Agenda for February 25, 2019.
Councilmember Whitaker seconded the motion. Motion carried 5-0.

New Business:

Councilmember Zenchuk moved to approve the external audit services RFP No. 2018-02 to Mauldin and Jenkins, LLC, for Fiscal Years December 31, 2018 through 2023. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the amendment to the Official Code of the City of Holly Springs, Article IV. – Departmental Organization, Sec. 2-141. – Administration Service, to create a Court Department. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve the Court Administrator job description. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the Senior Court Clerk job description. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve the Court Clerk job description. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve the proposal from Hutcheson Horticultural Company for the installation of pine straw in the median on Sixes Road, in an amount not to exceed \$231. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve a resolution opposing House Bill 302, Preemption of Local Building Design Standards. Councilmember Barnett seconded the motion. Motion carried 5-0.

Reports:

City Manager Robert H. Logan announced the January financial reports are in the packet.

Mayor Miller thanked Tree Commission Board of Director Colleen Konwick, for all her hard work with Holly Springs' first Arbor Day event.

Councilmember Phillips moved to adjourn. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, SIGNS AND OUTDOOR ADVERTISING, ARTICLE 10 OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article 10, Signs and Outdoor Advertising, Section 10.7 Permitted Signs by Type and Zoning District, be deleted in its entirety and replaced as follows:

ARTICLE 10: SIGNS AND OUTDOOR ADVERTISING

Section 10.7 Permitted Signs by Type and Zoning District

10.7-2 Lighting Requirements

1. Lighted, or luminous signs giving off light resulting in glare, blinding or any other such adverse effect on traffic shall not be erected or maintained.
2. Neon signs shall not be allowed as any exterior sign nor shall they be allowed as a window sign.
3. The light from illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.
4. No illuminated signs shall be constructed or maintained within fifty (50) feet of any residential district or dwelling, except for luminaries and all flood or spot luminaries with a lamp or lamps rated at a total of NO MORE than 900 lumens, and which do not emit any direct light above a horizontal plane through the lowest direct-light-emitting part of the luminaire.
5. No sign shall be erected which simulates an official traffic control or warning sign in such a manner as to confuse or mislead the motoring public or hide from view any traffic or street sign or signal.
6. All signage located within the Town Center District shall be externally illuminated with lamps or spot lighting which must be aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side).
7. Freestanding signs located within a nonresidential district may be internally or externally illuminated and installed in compliance with the requirements of this section.
8. Subdivision entrance signs shall be externally illuminated with lamps or spot lighting which must be aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side).

9. All light fixtures are required to be shielded when installed and maintained in such a manner that the shielding is effective when the source is visible from any off-site residential property or public roadway.

Section 2. That Article 10, Signs and Outdoor Advertising, Section 10.12 Prohibited Signs, be amended as follows:

Section 10.12 Prohibited Signs

The following signs and advertising devices are prohibited within the incorporated areas of Holly Springs:

(n) Neon signs.

Section 3. 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 4. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 18th day of March 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, DESIGN GUIDELINES FOR MODEL ZONING DISTRICTS, ARTICLE 19 OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article 19, Design Guidelines for Model Zoning Districts, Section 19.8 Holly Springs Parkway District Requirements, 19.8-6 Signs, be deleted in its entirety and replaced as follows:

ARTICLE 19: DESIGN GUIDELINES FOR MODEL ZONING DISTRICTS

Section 19.8 Holly Springs Parkway District Requirements.

19.8-6 Signs. In addition to the requirements listed below for signs in the Holly Springs Parkway District, Article 10 of this Ordinance should be consulted for the full range and application of sign regulations in Holly Springs.

- a) Ground Signs – Ground (freestanding) signs shall be limited to monument-type signs no greater than 15-feet in height. Base and sign structure shall be constructed of materials such as brick, stone, stucco, wood, or metal consistent with the architecture and exterior treatment of the building. If the sign is to list multiple tenants it shall be of a consistent background, lettering style, and color.
- b) Canopy and Awning Signs – These signs shall be limited to fifteen (15) square feet per road frontage.
- c) Prohibited Signs – Blinking, neon, portable, inflatable, and banner signs shall not be allowed within the Parkway District. Additionally, all prohibited signs as identified in Section 10.6 of this Ordinance. Temporary signs, as defined in Article 10 of this Ordinance shall be allowed for special sales and events as specified in that Article.

Section 2. That Article 19, Design Guidelines for Model Zoning Districts, Section 19.9 Hickory Road District Requirements, 19.9-6 Signs, be deleted in its entirety and replaced as follows:

Section 19.9: Hickory Road District Requirements.

19.9-6 Signs. In addition to the requirements listed below for signs in the Hickory District, Article 10 of this Ordinance should be consulted for the full range and application of sign regulations in Holly Springs:

- a) Ground Signs – Ground (freestanding) signs shall be limited to monument-type signs no greater than 15-feet in height. Base and sign structure shall be constructed of materials

such as brick, stone, stucco, wood, or metal consistent with the architecture and exterior treatment of the building. If the sign is to list multiple tenants it shall be of a consistent background, lettering style, and color.

- b) Canopy and Awning Signs – These signs shall be limited to fifteen (15) square feet per road frontage.
- c) Prohibited Signs – Blinking, neon, portable, inflatable, and banner signs shall not be allowed within the District. Additionally, all prohibited signs as identified in Section 10.6 of this Ordinance. Temporary signs, as defined in Article 10 of this Ordinance shall be allowed for special sales and events as specified in that Article.

Section 3. 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 4. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 18th day of March 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, DESIGN GUIDELINES FOR MODEL ZONING DISTRICTS, ARTICLE 19 OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article 19, Design Guidelines for Model Zoning Districts, Section 19.1 Model Zoning Districts Established, be amended as follows:

ARTICLE 19: DESIGN GUIDELINES FOR MODEL ZONING DISTRICTS

Section 19.1 Model Zoning Districts Established.

19.1 Model Zoning Districts Established. There are hereby established six (6) model zoning districts that shall collectively overlay all existing zoning districts within the City of Holly Springs. The model districts are hereby identified as follows:

1. Holly Springs Town Center District
2. Holly Springs Parkway District
3. Hickory Road District
4. East Residential District
5. West Residential District
6. Harmony on the Lakes Neighborhood Preservation District

Section 2. That Article 19, Design Guidelines for Model Zoning Districts, Section 19.2 Model Zoning District Map, be amended as follows:

Section 19.2: Model Zoning District Map.

19.2 Model Zoning District Map. The boundaries of the districts in Section 19.1 of this Article are hereby established as shown on the Official Model Zoning Map, “Figure 19.1” (also referred to herein as “Model District Map”). Copies of the map shall be on display and made available to the public at City Hall.

Section 3. That Article 19, Design Guidelines for Model Zoning Districts, Section 19.7 – Holly Springs Town Center District, Section 19.8 – Holly Springs Parkway District Requirements, Section 19.9 – Hickory Road District Requirement, Section 19.10 – East Residential District Requirements, Section 19.11 – West Residential District Requirements, Section 19.12 – Harmony on the Lakes Neighborhood Preservation District, be amended to add or replace individual area maps and amend districts and district guidelines as follows:

Section 19.7: Holly Springs Town Center District.

19.7 Holly Springs Town Center District. New commercial development and redevelopment within the Holly Springs Town Center District (TCD) is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. Proposed new construction, renovations, or redevelopment to residential, commercial or industrial structures in this district are required to comply with the requirements of this article prior to receiving development approval, a certificate of occupancy (C.O.), or occupational tax certificate from the City of Holly Springs. Projects requiring a design review are more particularly detailed under Article 19.7-2.2. The boundaries of the Holly Springs Town Center District are shown in Figure 19.2.

Section 19.8: Holly Springs Parkway District Requirements.

19.8 Holly Springs Parkway District Requirements. As with the Town Center District, new commercial development and redevelopment within the Holly Springs Parkway District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. Recognizing that the Holly Springs Parkway corridor represents the most viable location in the City for large-scale commercial development, such as shopping centers and office parks, some provisions have been made to allow for flexibility when dealing with said development.

The Holly Springs Parkway District is intended to generate quality commercial, office, and mixed-use developments in a pattern reminiscent of nineteenth and early-twentieth century architecture. The regulations recognize the existence of residential uses within this district, especially along the western side of Holly Springs Parkway, and incorporate screening standards that shall remain in place for new development and redevelopment adjoining these residential uses, for as long as said residential uses exist in compliance with this Ordinance and other regulations of the City. The boundaries of the Holly Springs Parkway District are shown in Figure 19.3.

Section 19.9: Hickory Road District Requirements.

19.9 Hickory Road District Requirements. Building standards and guidelines for the Hickory Road District adapt patterns found in traditional communities to modern needs and construction methods. They seek to reintroduce building types and architectural elements which made traditional American towns and neighborhoods convenient and attractive. In order to re-establish walkable streets, the standards and guidelines provide a Pedestrian-Oriented, Mixed-Use District. As with the Town Center District, new commercial development and redevelopment within the Hickory Road District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. Recognizing that the Hickory Road corridor represents a viable location in the City for small to mid-scale commercial and mixed-use development that leads

into the Downtown Town Center District, such as restaurants, specialty retail shops and loft type residential units, the standards and guidelines which follow are intended to allow flexibility for private development while acknowledging each property's obligation to the public realm.

The Hickory Road District is intended to generate smaller scale quality retail developments that will service the nearby residential base via a pedestrian friendly network but also in a pattern reminiscent of nineteenth and early-twentieth century architecture. The regulations recognize the existence of residential uses within this district, especially above or behind retail stores that line Hickory Road and incorporates screening standards that shall remain in place for new development and redevelopment adjoining these residential uses, for as long as said residential uses exist in compliance with this Ordinance and other regulations of the City. The boundaries of the Hickory Road District are shown in Figure 19.4.

Section 19.10: East Residential District Requirements.

19.10 East Residential District Requirements. Building standards and guidelines for the East Residential District adapt patterns found in traditional communities to modern needs and construction methods. They seek to reintroduce building types and architectural elements which made traditional American towns and neighborhoods convenient and attractive. In order to re-establish walk able streets, the standards and guidelines provide for a Pedestrian-Oriented traditional neighborhood design. New commercial development and redevelopment within the East Residential District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. The East Residential District represents the most viable location in the City for detached and attached residential subdivisions with allowance for neighborhood commercial opportunities. The boundaries of the East Residential District are shown in Figure 19.5.

The purpose and intent of these guidelines is to encourage the orderly development of open lands and redevelopment of existing parcels. They are not intended to be inflexible prescriptive requirements or to legislate architecture. They are intended to identify objectives and design standards which are important to the City. Alternative design concepts may be considered when in keeping with the purpose and intent of these guidelines.

Land that is subject to flooding, improper drainage or erosion or that is for topographical or other reasons unsuitable for development use shall not be platted for any use that will continue or increase the danger to health or safety, unless the hazards are first corrected.

Every project shall address itself to all applicable guidelines. Not all goals and objectives are relative to all projects; however, determination of the applicability of the goals and objectives herein shall be made by the City Zoning Administrator. Determination shall be made at the time of Plan review. Determination will be based upon the location of a project's impact on its context and the pedestrian.

Section 19.11: West Residential District Requirements.

19.11 West Residential District Requirements. Building standards and guidelines for the West Residential District adapt patterns found in traditional communities to modern needs and construction methods. They seek to reintroduce building types and architectural elements which made traditional American towns and neighborhoods convenient and attractive. In order to re-establish walk able streets, the standards and guidelines provide for a Pedestrian-Oriented traditional neighborhood design. New commercial development and redevelopment within the West Residential District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. The West Residential District represents the most viable location in the City for detached and attached residential subdivisions with allowance for neighborhood commercial opportunities. The boundaries of the West Residential District are shown in Figure 19.6.

The purpose and intent of these guidelines is to encourage the orderly development of open lands and redevelopment of existing parcels. They are not intended to be inflexible prescriptive requirements or to legislate architecture. They are intended to identify objectives and design standards which are important to the City. Alternative design concepts may be considered when in keeping with the purpose and intent of these guidelines.

Land that is subject to flooding, improper drainage or erosion or that is for topographical or other reasons unsuitable for development use shall not be platted for any use that will continue or increase the danger to health or safety, unless the hazards are first corrected.

Every project shall address itself to all applicable guidelines. Not all goals and objectives are relative to all projects; however, determination of the applicability of the goals and objectives herein shall be made by the City Zoning Administrator. Determination shall be made at the time of Plan review. Determination will be based upon the location of a project's impact on its context and the pedestrian.

Section 19.12: Harmony on the Lakes Neighborhood Preservation District.

19.12-2 Zoning Compliance, Covenants, and Consistency. The underlying property developed into the Harmony on the Lakes at Holly Springs Master Plan Development was rezoned by the Mayor and City Council on February 18, 2003, with Zoning Case# MA-02-03; and included a maximum of 1,250 residential homes as well as the commercial villages component. The case rezoned 540+/- acres, to Planned Development Residential (PDR) with the mixed-use overlay (MXD-II), attaching 39 stipulations of zoning.

Subsequently, on July 21, 2003, the Mayor and City Council rezoned 118+/- acres to PDR-MXD-II, with Zoning Case# MA-07-03, attaching 29 stipulations of zoning. This property, which became known as "The Reserve" development, with a maximum of 273 detached residential units, was integrated into the Harmony on the Lakes at Holly Springs Master Plan Development. The overall density of Harmony on the Lakes is 2.31 units/acre.

The regulations set forth with this overlay district are intended to supplement the underlying zoning districts and stipulations approved for the Harmony on the Lakes at Holly Springs Master Plan Development. Where conflicts arise between codes or previously adopted ordinances, the regulations set forth by this district shall govern.

Additionally, the Harmony on the Lakes at Holly Springs Master Plan Development is governed by a “Declaration of Covenants, Conditions, and Restrictions,” (“covenants”) recorded October 28, 2004; accompanied by “Design Guidelines,” effective September 1, 2004. Nothing herein is intended to contradict the covenants, design guidelines, sections, and subsections therein, as the covenants are privately enforced and regulated. In the unusual event that a regulatory conflict ever arises between the overlay district and the covenants, the most restrictive standard shall govern.

In 2015, another 71.66+/- acres were added to the Harmony on the Lakes development, with Zoning Case # MA-15-2015. This property, known as “The Gardens of Harmony”, added a potential for 202 units to be developed. Twenty-eight stipulations were placed on the property, many of which were identical to the stipulations placed on the original zoning ordinance for Harmony on the Lakes.

19.2-3 Master Plan Implementation. With 1,523 residential units approved and commercial opportunities available on Highway 140 and Hickory Road, construction began in 2003 to make the Harmony on the Lakes at Holly Springs Master Plan Development a reality. In addition to The Macauley Companies, developers and builders including Patrick Malloy Communities, Landon, Sharp Residential Builders, Pulte, Haven, Westminster, and more, began to develop pods, sections, and neighborhoods within the Harmony on the Lakes Subdivision, making the master plan a reality. These areas were uniquely designed and constructed, becoming distinctive and eclectic neighborhoods, evolving their very own respective character and personality. The new area, “The Gardens of Harmony,” has been added, as well.

These unique areas and neighborhoods of the Harmony on the Lakes at Holly Springs Master Plan Development and depicted in Figure 19.7 include:

- (a) North Commercial Village
- (b) North Village
- (c) The Reserve
- (d) West Grove
- (e) Parkside
- (f) The Palisades
- (g) Grandview
- (h) The Peninsula
- (i) Lakeside
- (j) The Glen
- (k) The Enclave
- (l) The Meadows
- (m) Garden Row
- (n) South Village

- (o) South Commercial Village
- (p) The Gardens
- (q) Lake and Clubhouse, Amenities, and Greenspace

19.12-5.1 North Commercial Village. This area of Harmony on the Lakes was the first entrance into the development and includes a critical commercial component, with retail, service, and governmental uses. Public spaces and sidewalk network are also essential elements of this section. As a village, this area may include commercial along with residential uses, in accordance with the underlying zoning. The boundaries of the North Commercial Village Neighborhood are more specifically identified in Figure 19.7.

19.12-5.2 North Village. Principally constructed by Patrick Malloy Communities, this neighborhood is designed as a traditional neighborhood development, complete with a grid street pattern and rear alley access. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. The boundaries of the North Village Neighborhood are more specifically identified in Figure 19.7.

19.12-5.3 The Reserve. Principally constructed by Sharp Residential, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets and cul-de-sacs and vehicular access from the front or side of structures onto public streets. The boundaries of The Reserve Neighborhood are more specifically identified in Figure 19.7.

19.12-5.4 West Grove. Principally constructed by Patrick Malloy Communities, this neighborhood is designed as a suburban neighborhood, complete with cul-de-sacs and vehicular access from the front or side of structures onto public streets. The boundaries of the West Grove Neighborhood are more specifically identified in Figure 19.7.

19.12-5.5 Parkside. Principally constructed by Haven Homes this neighborhood is designed as a suburban neighborhood, complete with cul-de-sacs, eyebrows, and vehicular access from the front or side of structures onto public streets. The boundaries of the Parkside Neighborhood are more specifically identified in Figure 19.7.

19.12-5.6 The Palisades. Principally constructed by Westminster Homes and Baumeister, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, cul-de-sacs, eyebrows and vehicular access from the front or side of structures onto public streets. The boundaries of The Palisades Neighborhood are more specifically identified in Figure 19.7.

19.12-5.7 Grandview. Principally constructed by Sharp Residential, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. The boundaries of the Grandview Neighborhood are more specifically identified in Figure 19.7.

19.12-5.8 The Peninsula. Principally constructed by Haven Homes, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, eyebrows, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. The boundaries of The Peninsula Neighborhood are more specifically identified in Figure 19.7.

19.12-5.9 Lakeside. Principally constructed by Patrick Malloy Communities, this neighborhood is designed as a traditional neighborhood development, complete with a grid street pattern and rear alley access. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. Lakeside is situated on the north shore overlooking Lake Harmony. The boundaries of the Lakeside Neighborhood are more specifically identified in Figure 19.7.

19.12-5.10 The Harmony on the Lakes Southside. Principally constructed by Pulte Homes, the Harmony on the Lakes Southside is comprised of three neighborhoods: The Enclave, The Glen, and The Meadows. These three neighborhoods are designed as suburban neighborhoods, complete with curvilinear streets, eyebrows, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. The boundaries of The Enclave, The Glen, and The Meadows are more specifically identified in Figure 19.7.

19.12-5.11 Garden Row. Principally constructed by Macallan Residential, this neighborhood is designed as a traditional neighborhood development, with row or town houses, complete with a grid street pattern and rear alley access. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. The boundary of the Garden Row Neighborhood is more specifically identified in Figure 19.7.

19.12-5.12 South Village. Principally constructed by Macallan Residential, this neighborhood is designed as a traditional neighborhood development, complete with a grid street pattern and rear alley access. Public spaces and sidewalk network are also essential elements of this section. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. The boundaries of the South Village Neighborhood is more specifically identified in Figure 19.7.

19.12-5.13 South Commercial Village. This area of Harmony on the Lakes was the second entrance established into the development, intersecting with Hickory Road. The majority of this area was converted to residential use only and combined with the Garden Row neighborhood. and will include a critical commercial component, with retail, service, and neighborhood commercial uses. The public spaces and sidewalk network are also essential elements of this section. As a village, this area may include commercial along with residential uses, in accordance with the underlying zoning district. The boundaries of the South Commercial Village Neighborhood are more specifically identified in Figure 19.7.

19.12-5.14 The Gardens. Principally constructed by Lennar-Georgia, Inc., this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, eyebrows, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. Public spaces and sidewalk network are also essential elements of this section. The boundary of The Gardens Neighborhood is more specifically identified in Figure 19.7.

- (a) *Architectural style and details*: detached houses typically constructed with masonry materials and fiber cement siding as principal components. All structures constructed within this neighborhood shall remain consistent with the architecture of the houses already completed.
- (b) *Building materials*: units constructed must remain consistent with the building materials used in the construction of the neighborhood houses already in existence.
- (c) *Square footage requirement*: each unit in this neighborhood is typically constructed with 1,700 to 2,769 sq. ft. of heated space. No unit shall be constructed with less than 1,700 sq. ft. heated space.
- (d) *Lot size, coverage*: regulated by the underlying zoning district, in conjunction with recorded final plats.
- (e) *Front and side yard setbacks*: regulated by the underlying zoning district, in conjunction with recorded final plats.
- (f) *Building orientation, garage location*: front or side loaded with driveways accessing public streets. All garages shall be minimum two (2) car capacity.
- (g) *Driveways, curbs, and sidewalks*: shall be constructed consistent with established standards in the neighborhood.
- (h) *Landscaping*: individual lot sites must be developed to remain consistent with the landscaping materials and design used in the adjacent lots of the neighborhood houses already in existence in the neighborhood.
- (i) *Commercial component*: commercial structures and uses are prohibited in this neighborhood; except home-based businesses as defined and regulated in Article 3.
- (j) *Public spaces*: Established public spaces and pocket parks shall be maintained and preserved by the Home Owners Association.
- (k) *General consistency*: as this delineated neighborhood develops, redevelops, or should structures or features require maintenance and/or replacement, the general character and style must remain consistent with the theme and standards set forth from initial construction in the neighborhood.

19.12-5.15 Lake and Clubhouse, Amenities, and Greenspace. Harmony on the Lakes at Holly Springs is a community, mastered planned with amenities and greenspace for the enjoyment of the residents therein. Included in these amenities are three separate and distinct lakes, walking trails network, pocket parks, playgrounds, pools, tennis, and a clubhouse complete with meeting rooms, fitness center, and a terraced “great lawn.” The boundaries of the Lake and Clubhouse (Lake Harmony) are more specifically identified in Figure 19.7. Many of the amenities and greenspaces,

however, are spread throughout the development, as identified in various development plans and final plats.

Section 4. 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 5. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 18th day of March 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

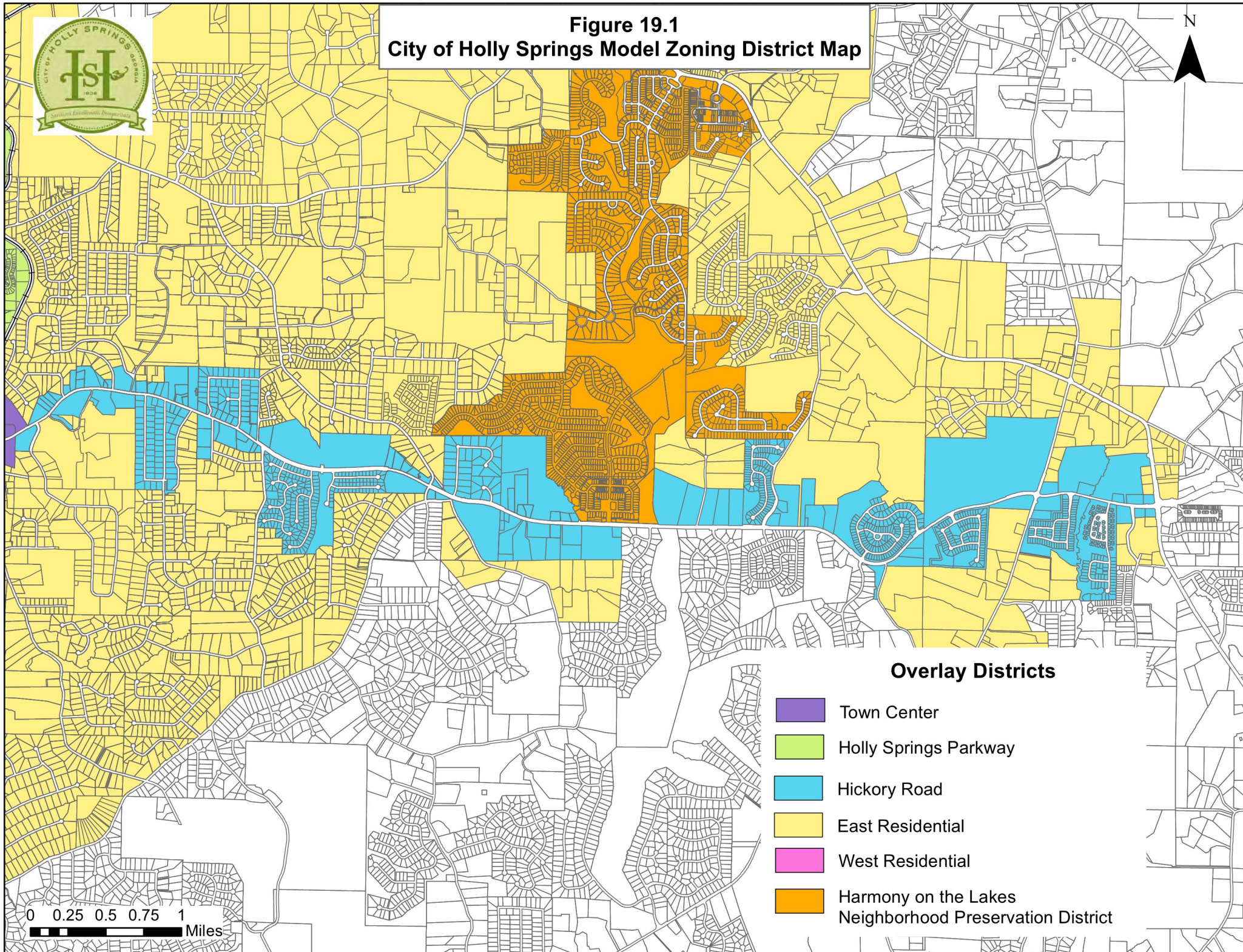
Attest:

Karen Norred, City Clerk
(Seal)

Figure 19.1
City of Holly Springs Model Zoning District Map



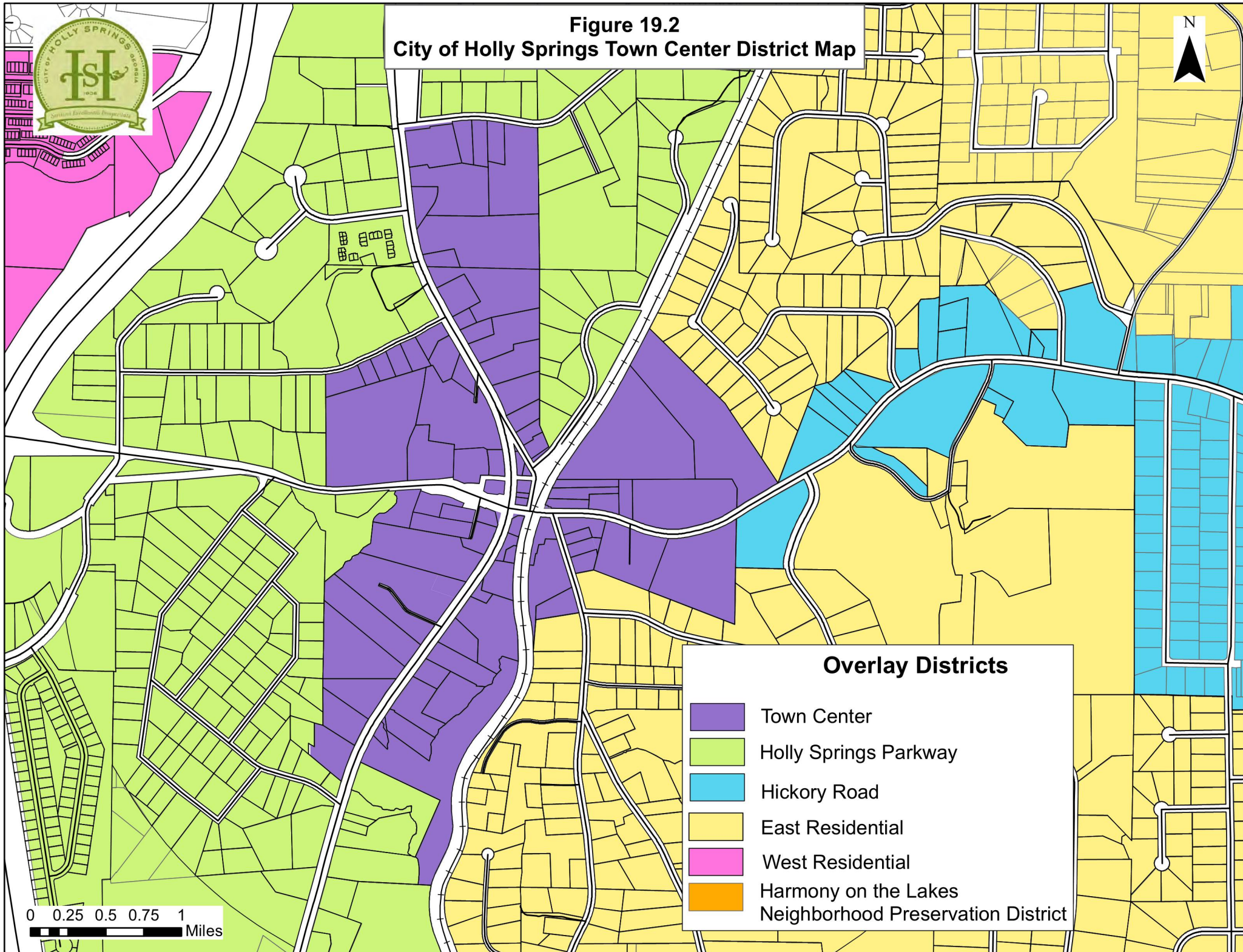
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Overlay Districts

-  Town Center
-  Holly Springs Parkway
-  Hickory Road
-  East Residential
-  West Residential
-  Harmony on the Lakes
Neighborhood Preservation District

Figure 19.2
City of Holly Springs Town Center District Map



0 0.25 0.5 0.75 1 Miles

Figure 19.4
City of Holly Springs Hickory Road Zoning District

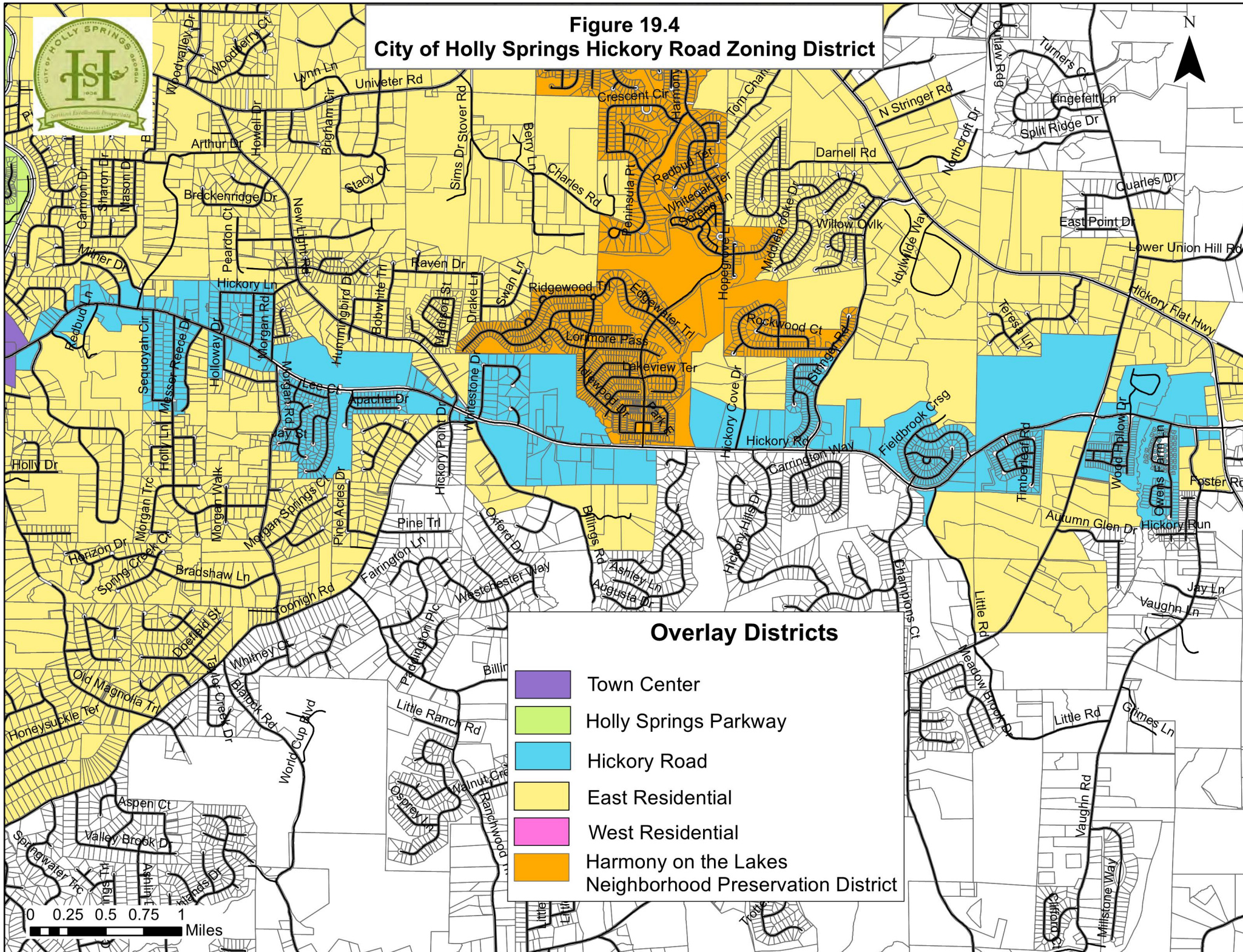
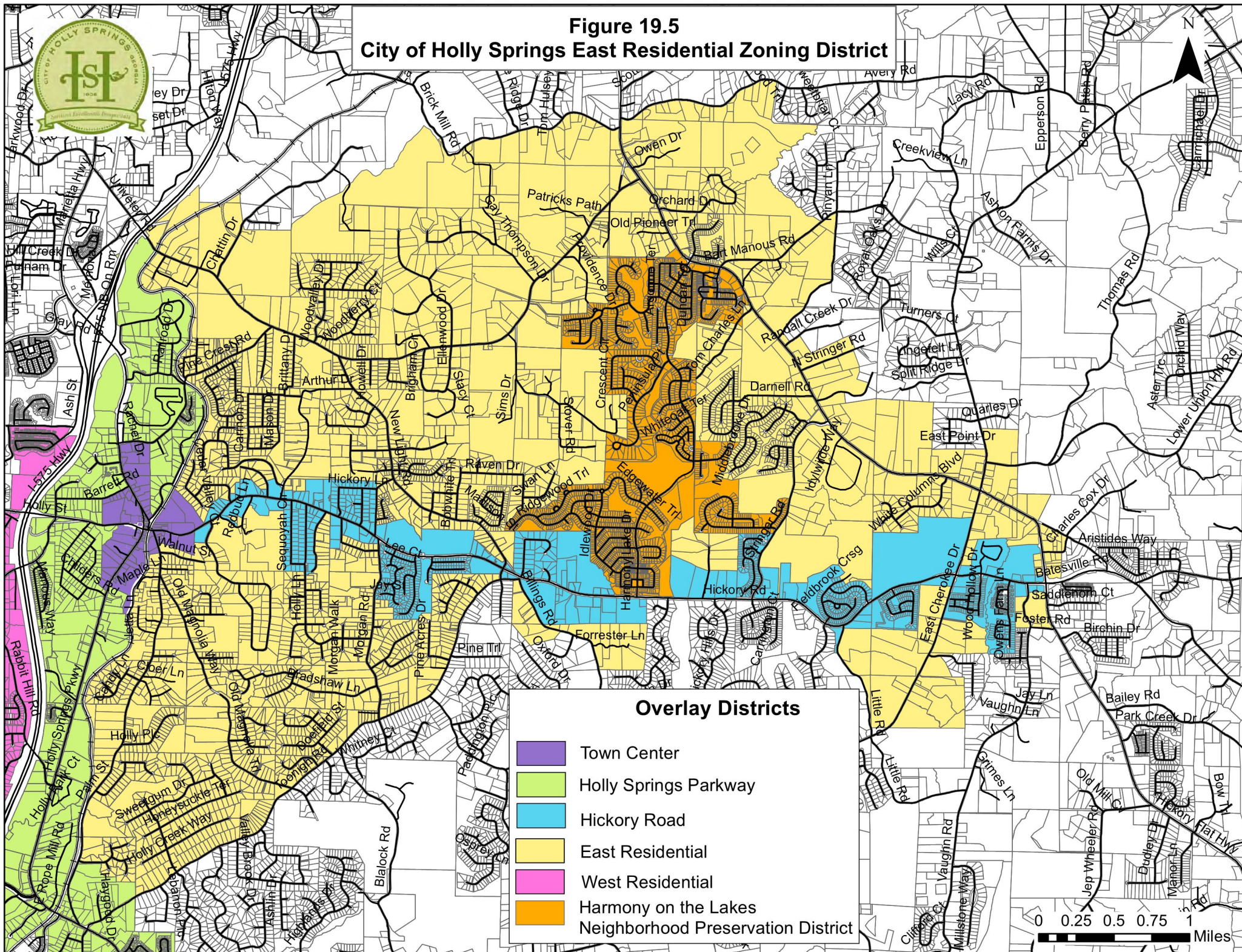




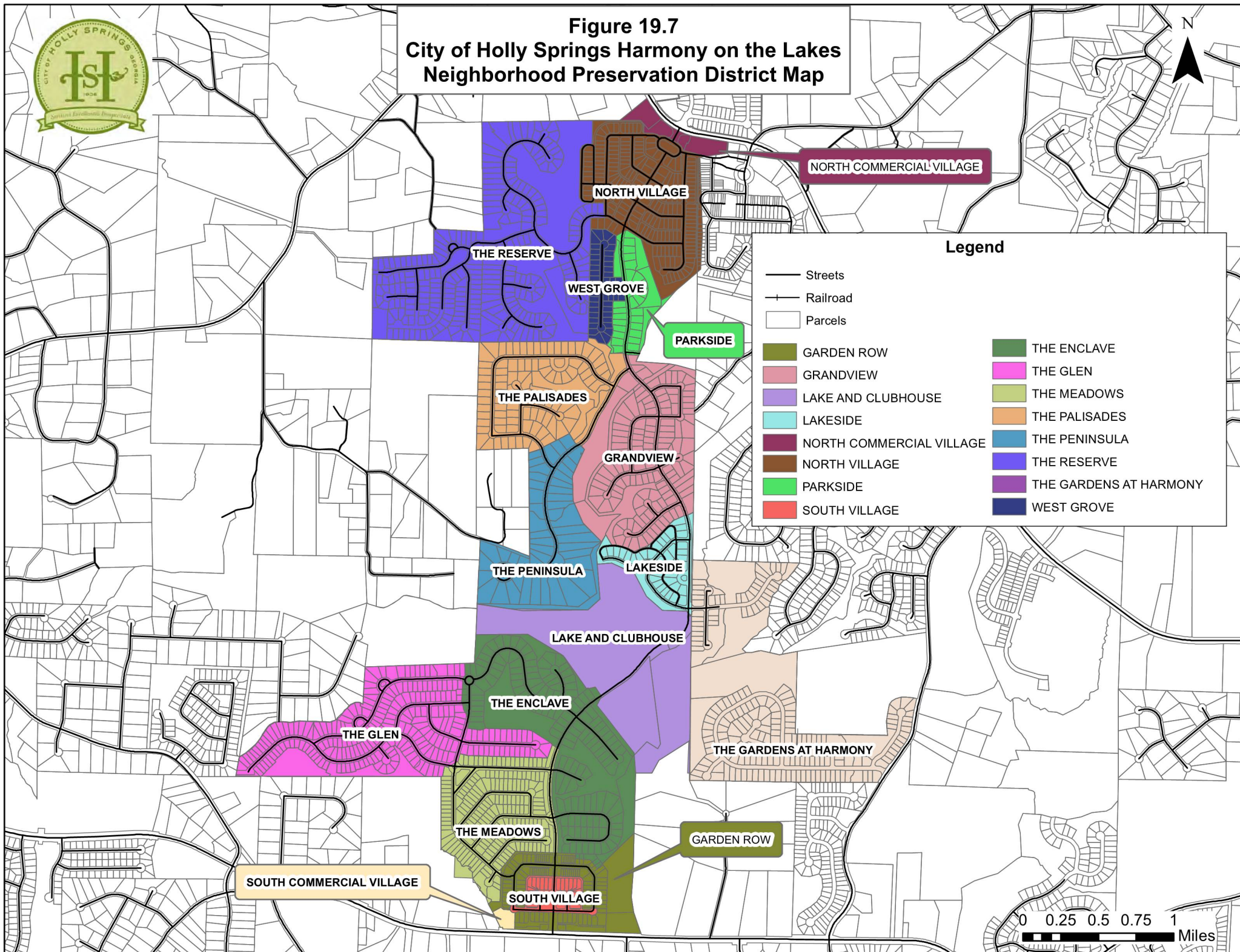
Figure 19.5
City of Holly Springs East Residential Zoning District



0 0.25 0.5 0.75 1 Miles



Figure 19.7
City of Holly Springs Harmony on the Lakes
Neighborhood Preservation District Map



AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, ESTABLISHMENT OF DISTRICT BOUNDARIES: THE OFFICIAL HOLLY SPRINGS ZONING MAP, ADOPTED POLICY MAPS, ARTICLE 4 OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article 4, Establishment of District Boundaries: The Official Holly Springs Zoning Map, Adopted Policy Maps, Sections 4.2 District Boundaries and 4.3 Adopted Policy Maps, be deleted in their entirety and replaced as follows:

ARTICLE 4: ESTABLISHMENT OF DISTRICT BOUNDARIES: THE OFFICIAL HOLLY SPRINGS ZONING MAP, ADOPTED POLICY MAPS

Section 4.2 District Boundaries.

4.2 District Boundaries. Where uncertainty exists as to boundaries of any district shown on said map, the following shall apply:

4.2-1 Where boundaries are indicated as approximately following the centerline rights-of-way of streets and alleys, the centerlines shall be construed to be such boundaries.

4.2-2 In unsubdivided property or tracts, where a district boundary divides a lot, the location of such boundaries, unless same are indicated by dimensions, shall be determined by use of the scale appearing on such maps.

4.2-3 Where boundaries are so indicated that they are approximately parallel to the centerline of right-of-way of street, alley or highway, such boundaries shall be construed as indicated on the zoning maps. If no distance is given, such dimensions shall be determined by the use of the scale shown on such map.

4.2-4 Where a district boundary line divides a lot that was in single ownership at the time of passage of this article, a special exception may be permitted for the extension of the regulations for either portion of the lot not to exceed fifty (50) feet beyond the district line into the remaining portion of the lot, by following the procedures set forth in Section 15.3-3, Special Exceptions and Interpretations.

4.2-5 In case any further uncertainty exists, the Planning & Zoning Commission shall determine the location of boundaries pursuant to the provisions set forth in Section 15.3-3, Special Exceptions and Interpretations.

Section 4.3 Adopted Policy Maps

4.3: Adopted Policy Map. Adopted as a component of the City of Holly Springs Comprehensive Plan (Community Agenda), now and as amended, the City of Holly Springs City Council set forth a policy map to guide the future development and vision of the City. This map directs zoning decisions and is intended to steer land uses in various areas of the City, now and in the future.

4.3-1: Future Development Map (FDM). The map now and as amended, named as such and contained in the Comprehensive Plan (Community Agenda), now and as amended, that emphasizes character and design for designated areas, as opposed to recommendations for specific land uses. This map is required by the state's administrative rules for local planning. Also known as the "Character Areas Map."

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 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, INTERPRETATIONS AND DEFINITIONS, ARTICLE 2 OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article 2, Interpretations and Definitions, Future Land Use Map (FLUM) be deleted 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 2019.

CITY OF HOLLY SPRINGS

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, 2019 and attached to this ordinance, presented for public hearing at the February 14, 2019 Holly Springs Planning Commission meeting, recommended for approval by the Holly Springs Planning Commission at its February 14, 2019 meeting, and reviewed by Holly Springs City Council at its March 4, 2019 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.

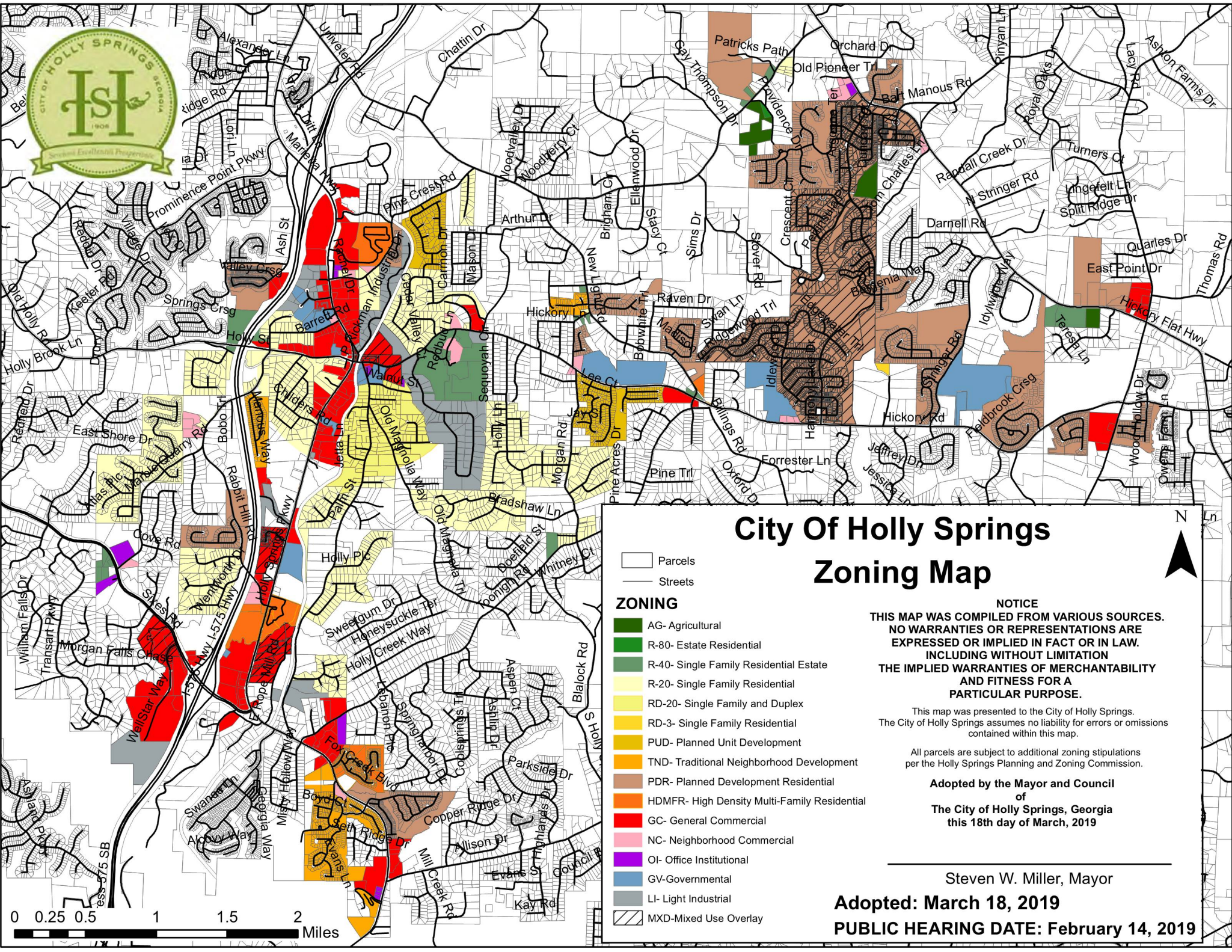
SO ORDAINED, this 18th day of March, 2019.

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.

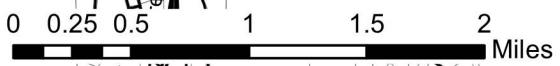
All parcels are subject to additional zoning stipulations
per the Holly Springs Planning and Zoning Commission.

**Adopted by the Mayor and Council
of
The City of Holly Springs, Georgia
this 18th day of March, 2019**

Steven W. Miller, Mayor

Adopted: March 18, 2019

PUBLIC HEARING DATE: February 14, 2019



A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE MAIN STREET DISTRICT MAP; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Main Street District Map as attached hereto as Exhibit "A."

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Main Street District Map attached hereto as Exhibit "A," shall be effective immediately.

This Resolution is adopted this 18th day of March, 2019.

CITY OF HOLLY SPRINGS

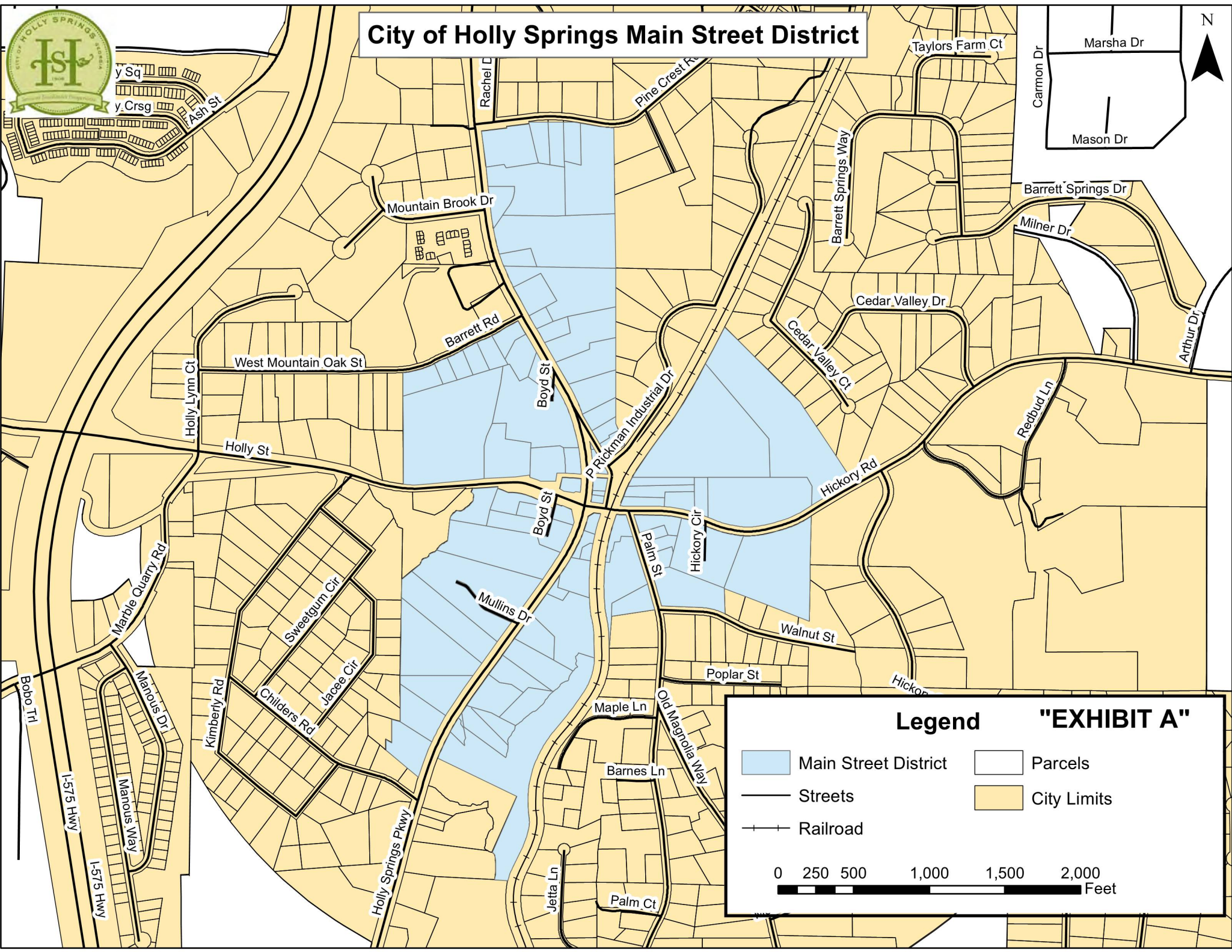
Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



City of Holly Springs Main Street District



Legend "EXHIBIT A"

- | | |
|----------------------|-------------|
| Main Street District | Parcels |
| Streets | City Limits |
| Railroad | |

0 250 500 1,000 1,500 2,000 Feet

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

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

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

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

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

This Resolution is adopted this 18th day of March, 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

EXHIBIT A**-AMENDED-
CITY OF HOLLY SPRINGS MUNICIPAL SERVICES MASTER FEE SCHEDULE****Building, Fire & Development Fees**

Permit Amendment Administrative Fee (i.e. change of house plan, address, etc..)	\$100

ANNEXATION ORDINANCE

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

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

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

Section 1

2.66+/- acres, identified as parcels 084 (part), 085 (part) and 086 (part) of tax plat 15N16 of the 15th District of Cherokee County, located off of Holly Springs Parkway and more particularly identified by "Exhibit A," the tax plat identifying the subject tracts (attached).

Section 2

Upon annexation, these tracts shall be zoned R-40, Single Family Residential Estate.

Section 3

This ordinance shall become effective on the 1st day of April, 2019.

Section 4

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

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

Approved this 18th day of March, 2019, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 14.11+/- acres, identified as tax parcels 084(part), 085(part), and 086(part) of tax plat 15N16, Land Lot 665 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate to TND, Traditional Neighborhood Development and R-40, Residential Estate; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Smithton Homes, LLC, requesting rezoning in the City of Holly Springs, Georgia, concerning 14.11+/- acres, identified as tax parcels 084(part), 085(part), and 086(part) of tax plat 15N16, Land Lot 665 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate to TND, Traditional Neighborhood Development and R-40, Residential Estate; 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 0.25+/- acres, identified as tax parcels 084(part), 085(part), and 086(part) of tax plat 15N16, Land Lot 665 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate and TND, Traditional Neighborhood Development is hereby rezoned to R-40, Residential Estate; and

Section 2

The approval of this application has the following stipulation attached:

1. This property shall be designated as part of the common open space portion of the subdivision and shall be not be included in any individual residential lots.

Section 3

The application for rezoning in the City of Holly Springs, concerning 13.9+/- acres, identified as tax parcels 084(part), 085(part), and 086(part) of tax plat 15N16, Land Lot 665 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate and TND, Traditional Neighborhood Development is hereby rezoned to TND, Traditional Neighborhood Development; and

Section 4

The approval of this application has the following stipulations attached:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, amenity areas, common areas, open space areas, other common recreational areas and the like contained within the community.

2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. Density shall be limited to a maximum density of 7.1 units per acre, or a maximum of 99 fee simple single-family detached residential dwelling units.
5. The lot size shall be a minimum of 1,800 square feet. The front setback may be reduced to 5 feet. All driveways shall be a minimum of 20'. The setback from Holly Springs Parkway shall be reduced to 15'. The building line width may be reduced to 24', minimum lot frontage may be reduced to 22', and the minimum lot depth may be reduced to 75'. The minimum distance between buildings may be reduced to 3 feet. The maximum lot coverage may be increased to 65%.
6. Signage at the entrance point shall be ground based, monument style and in compliance with Article 10, Signs and Outdoor Advertising. The entrance areas shall be professionally designed, landscaped and maintained. All project signage will be consistent with the architectural design regulations established for the principal and accessory buildings within the project as established by the master association.
7. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cementitious shake type and/or Hardi-plank and combinations thereof. No vinyl siding shall be permitted.
8. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
9. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
10. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
11. Entrance design improvements to Holly Springs Parkway shall be provided as per determination and recommendation of the City Engineer.
12. Sidewalks, decorative street lamps, and curb and gutter shall be installed along the road frontage of Holly Springs Parkway and Riverside Way, as applicable, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District. In addition, a speedtable/crosswalk shall be installed along Riverside Way, with the location/specifications to be approved by the City Engineer.
13. Development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.

14. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$404 per unit constructed and such fee shall be paid prior to the issuance of each building permit.

Section 5

This ordinance shall become effective April 1, 2019, upon approval by Mayor and City Council.

Section 6

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, 2019, 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)

DEANNEXATION ORDINANCE

D-01-2019

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

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

The following area contiguous to the City of Holly Springs, Georgia, is hereby deannexed into unincorporated Cherokee County, Georgia:

Section 1

0.25 +/- acres, located on Holly Springs Parkway and Riverside Way, also known as tax parcels 085(part), and 086(part) of tax plat 15N16, Land Lot 665 of the 15th District of Cherokee County; more particularly identified by the map illustrating the subject tracts and a copy of the deed, attached hereto as "Exhibit A;" and

Section 2

In accordance with O.C.G.A. 36-36-22, the governing authority of Cherokee County adopted a resolution on February 19, 2019, consenting to this deannexation, attached hereto as "Exhibit B;" and

Section 4

This ordinance shall become effective on the 1st day of April, 2019.

Section 5

The Community Development Director of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area deannexed to the Georgia Department of Community Affairs and the Cherokee County Board of Commissioners within thirty (30) days after the effective date of the deannexation as set forth in section 4 above.

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

Approved this 19th day of March, 2019, 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)



**CITY OF HOLLY SPRINGS, GEORGIA
PETITION OF LANDOWNER REQUESTING DEANNEXATION**

The undersigned owners of the property described in Appendix A [*attach a legal description or other identification of the property and label it Appendix A*] hereby petition the City of Holly Springs, Georgia and request that said City deannex the described property from the city limits of said City.

Said owners certify that they are the owners of all of the land identified in Appendix A and that there are no other owners or co-owners of any such property [*all owners sign below and attach a warranty deed or other conveyance of the property, verifying ownership and label it Appendix B*].

Such owners further certify that the governing authority of Cherokee County has approved such deannexation. A certified copy of the resolution of said county approving deannexation is attached hereto as Appendix B [*attach a certified copy of the County resolution approving deannexation and label it Appendix C*].

Such owners further certify that the deannexation of the described property will not result in the creation of an unincorporated island in violation of Georgia law.

Owners:

Name: SMITHSON HOMES LLC

Name: _____

Address: 4763 TOWNSHIP Chase
Marietta GA 30066

Address: _____

Telephone: 770-652-0044

Telephone: _____



Name: _____

Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

(Add Additional Sheets, as Necessary)

Please submit to the City of Holly Springs Community Development Department, 3235 Holly Springs Parkway, Holly Springs, GA 30115; (770) 345-5533

Deannexation Fees

Total Acreage of Deannexation Area	Fee
0-5	\$500
6-50	\$1000
51+	\$2,500 plus \$10 per acre over 50



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.

✓ YES NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

[Signature]
Signature

3-4-19
Date

Manager
Title

SMITHSON HOMES LLC
Legal Company Name

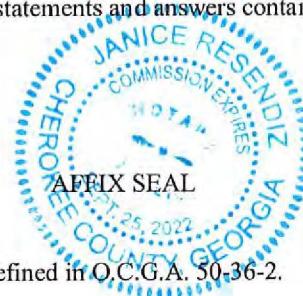
4763 TOWNSHIP Chase Marietta GA 30066
Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. **A STAMPED SIGNATURE IS NOT ACCEPTABLE.**)

I hereby certify that Bernie Smith is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
4th DAY OF March, 2019

[Signature]
Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.



GEORGIA 811
Utilities Protection Center, Inc.

Know what's below.

DE-ANNEXATION EXHIBIT

EX 1

DE-ANNEXATION EXHIBIT

EX 1

--	--

[illegible]

RIDGE PLANNING AND ENGINEERING®
1290 KENNESTONE CIRCLE - BLDG A
SUITE 200 • MARIETTA, GA 30066
OFFICE 770.938.9000

LEGAL DESCRIPTION
DE-ANNEXATION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 665, DISTRICT 15, SECTION 2, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LAND LOT 665, SAID CORNER ALSO BEING COMMON TO LAND LOTS 664, 704 AND 705 AND BEING THE POINT OF BEGINNING;

THENCE TRAVELING ALONG THE WEST LINE OF LAND LOT 665, SAID LINE BEING COMMON TO LAND LOT 664, NORTH 00 DEGREES 38 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 878.62 FEET TO A POINT; THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 201.76 FEET TO A POINT; THENCE SOUTH 84 DEGREES 14 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 10.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF RIVERSIDE WAY (A.K.A. PAYNE DRIVE, 50' R/W); THENCE TRAVELING ALONG SAID RIGHT OF WAY SOUTH 02 DEGREES 44 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 210.67 FEET TO A POINT ON THE SOUTH LINE OF LAND LOT 665; THENCE LEAVING SAID RIGHT OF WAY AND TRAVELING ALONG SAID LAND LOT LINE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 326.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID LAND LOT LINE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 561.69 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.250 ACRES AND IS DEPICTED ON THAT CERTAIN DE-ANNEXATION EXHIBIT FOR RIVERSIDE TOWNHOMES, DATED MAY 15, 2018, PREPARED BY RIDGE PLANNING AND ENGINEERING.

RESOLUTION NO. 2019-R-011
A RESOLUTION CONSENTING TO THE DEANNEXATION OF PROPERTY
IDENTIFIED AS PART OF TAX MAP 15N16, PARCELS 085 & 086
APPLICANT: SMITHTON HOMES LLC

A resolution concerning the following described property:

0.25 acres located in Land Lot 665, 15th District, 2nd Section of Cherokee County, Georgia, and indicated as part of Parcels 085 and 086, on Tax Map 15N16.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November, 1982, and effective July 1, 1983, provides in Article IX, Section IV, Paragraph II thereof that the governing authority of the County may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, the Georgia Code (O.C.G.A. § 36-36-22) grants municipalities the authority to deannex land within the existing corporate limits thereof upon 1) the written and signed application of all the owners of the land in question and 2) the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, the owner of certain Cherokee County property desires the deannexation of its property from the City of Holly Springs, such that the property may become part of unincorporated Cherokee County; and

WHEREAS, the owner of said property has made a request to the Board of Commissioners of Cherokee County for consent to the proposed deannexation of said property, identified as part of Tax Map 15N16, Parcels 085 and 086, which property is described in further detail on the attached Exhibit "A", incorporated herein by reference and referred to as "Deannexation Property"; and

WHEREAS, the Cherokee County Board of Commissioner finds that the public health, safety, and welfare will be served by the City of Holly Springs deannexation of part the Deannexation Property,

IT IS HEREBY RESOLVED by the Board of Commissioners of Cherokee County, as follows:

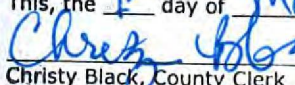
Section 1. Recitals. The above Recitals are true and correct and incorporated herein by reference.

Section 2. Authorization and Consent. In accordance with O.C.G.A. § 36-36-22, the Cherokee County Board of Commissioners hereby consents to the deannexation of the Deannexation Property from the corporate boundaries of the City of Holly Springs, Georgia subject to two (2) conditions described in Section 3.

Section 3. Conditions. The consent of the Board of Commissioners to this deannexation shall be conditioned on satisfying the following two (2) requirements:

- 1) Prior to being deannexed, the Deannexation Property shall be rezoned by the City of Holly Springs to the City's R-40 zoning category in order to avoid a zoning district that is incompatible with the Cherokee County Zoning Ordinance.
- 2) The City shall impose a zoning condition requiring that the deannexation property must be designated as part of the common open space portion of the subdivision development at Holly Springs Parkway and Riverside Way, and not included in any individual residential lots.

Section 4. Certification. The County Clerk is hereby directed to provide certified copies of this executed Resolution to the owner of the property described above.

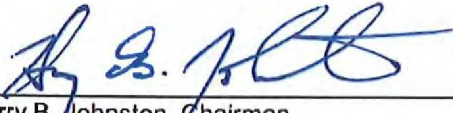
I hereby certify this document to be a true and correct copy of the original on file in the Cherokee County Commissioners Office.
This, the 1st day of March, 2019.

Christy Black, County Clerk

Section 5. Effective Date.
adoption.

This Resolution shall take effect immediately upon

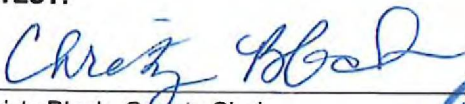
BE IT SO RESOLVED, this 19th day of February, 2019.

CHEROKEE COUNTY BOARD OF COMMISSIONERS



Harry B. Johnston, Chairman

ATTEST:



Christy Black, County Clerk



EXHIBIT "A"

LEGAL DESCRIPTION
DE-ANNEXATION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 665, DISTRICT 15, SECTION 2, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LAND LOT 665, SAID CORNER ALSO BEING COMMON TO LAND LOTS 664, 704 AND 705 AND BEING THE POINT OF BEGINNING;

THENCE TRAVELING ALONG THE WEST LINE OF LAND LOT 665, SAID LINE BEING COMMON TO LAND LOT 664, NORTH 00 DEGREES 38 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 878.62 FEET TO A POINT; THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 201.76 FEET TO A POINT; THENCE SOUTH 84 DEGREES 14 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 10.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF RIVERSIDE WAY (A.K.A. PAYNE DRIVE, 50' R/W); THENCE TRAVELING ALONG SAID RIGHT OF WAY SOUTH 02 DEGREES 44 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 210.67 FEET TO A POINT ON THE SOUTH LINE OF LAND LOT 665; THENCE LEAVING SAID RIGHT OF WAY AND TRAVELING ALONG SAID LAND LOT LINE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 326.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID LAND LOT LINE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 561.69 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.250 ACRES AND IS DEPICTED ON THAT CERTAIN DE-ANNEXATION EXHIBIT FOR RIVERSIDE TOWNHOMES, DATED MAY 15, 2018, PREPARED BY RIDGE PLANNING AND ENGINEERING. COUNTY, GEORGIA RECORDS.

Return Recorded Document to:
Brochstein & Bantley, P.C.
3495 Piedmont Road, N.E.
Eleven Piedmont Center, Suite 330
Atlanta, GA 30305

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF Fulton

THIS INDENTURE, made the 14th day of December, 2017, between Donna Papazian, administrator of the estate of Joyce Sue Turner Dobson of the County of Cherokee, and State of Georgia, as party of the first part, hereinafter called Grantor, and Smithton Homes, LLC of the County of Cherokee, and State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)** and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

See Exhibit "A" attached hereto and made a part hereof
(hereinafter referred to as the "**Land**").

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in strips and gores between the Land and abutting properties and any land lying in or under the bed of any street, alley, road or right of way, open or proposed, abutting or adjacent to the Land (all of said Land and interest being collectively referred to as the "**Property**").

The purpose of this deed is to convey any and all interest of the Grantor in and to the described Property.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

Rec: \$14.00 TRANSFER TAX \$0.00

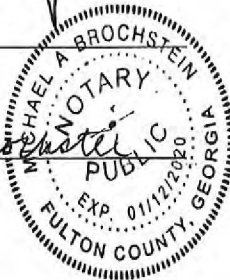
Patty Baker, Clerk of Superior Court - Cherokee County, GA

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

Signed, sealed and delivered in the presence of:

Witness

Notary Public



Donna Papazian (SEAL)
Donna Papazian, administrator of the estate
of Joyce Sue Turner Dobson

COPY

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 665,
DISTRICT 15, SECTION 2, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA;
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LAND LOT 665, SAID CORNER ALSO
BEING COMMON TO LAND LOTS 664, 704 AND 705 AND BEING THE POINT OF
BEGINNING;

THENCE TRAVELING ALONG THE WEST LINE OF LAND LOT 665, SAID LINE BEING
COMMON TO LAND LOT 664, NORTH 00 DEGREES 38 MINUTES 35 SECONDS WEST FOR
A DISTANCE OF 489.94 FEET TO A 1" OPEN-TOP PIPE FOUND; THENCE LEAVING SAID
LAND LOT LINE NORTH 61 DEGREES 54 MINUTES 48 SECONDS EAST FOR A DISTANCE
OF 340.49 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 62 DEGREES 05
MINUTES 41 SECONDS EAST FOR A DISTANCE OF 288.92 FEET TO A 1/2" REBAR
FOUND; THENCE NORTH 61 DEGREES 09 MINUTES 07 SECONDS EAST FOR A
DISTANCE OF 204.21 FEET TO A CAPPED REBAR FOUND ON THE WESTERLY RIGHT
OF WAY OF HOLLY SPRINGS PARKWAY (A.K.A. OLD HIGHWAY 5, R/W VARIES);
THENCE TRAVELING ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3)
COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH
OF 233.05 FEET AND A RADIUS OF 1079.13 FEET, BEING SUBTENDED BY A CHORD OF
SOUTH 24 DEGREES 21 MINUTES 01 SECONDS EAST A DISTANCE OF 232.60 FEET TO A
POINT; THENCE WITH A COMPOUND CURVE TO THE RIGHT WITH AN ARC LENGTH
OF 257.77 FEET AND A RADIUS OF 16632.79 FEET, BEING SUBTENDED BY A CHORD OF
SOUTH 16 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 257.76 FEET TO A
POINT; THENCE WITH A COMPOUND CURVE TO THE RIGHT WITH AN ARC LENGTH
OF 82.35 FEET AND A RADIUS OF 630.08 FEET, BEING SUBTENDED BY A CHORD OF
SOUTH 09 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 82.30 FEET TO A
POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 83 DEGREES 29 MINUTES 03
SECONDS WEST FOR A DISTANCE OF 296.75 FEET TO A 1" CRIMPED-TOP PIPE FOUND;
THENCE SOUTH 02 DEGREES 52 MINUTES 21 SECONDS WEST FOR A DISTANCE OF
129.21 FEET TO A 1/2" OPEN-TOP PIPE FOUND; THENCE SOUTH 84 DEGREES 14
MINUTES 32 SECONDS EAST FOR A DISTANCE OF 290.93 FEET TO A 1/2" REBAR FOUND
ON THE WESTERLY RIGHT OF WAY OF PAYNE DRIVE (50' R/W); THENCE TRAVELING
ALONG SAID RIGHT OF WAY OF PAYNE DRIVE SOUTH 02 DEGREES 44 MINUTES 59
SECONDS WEST FOR A DISTANCE OF 210.67 FEET TO A POINT ON THE SOUTH LINE
OF LAND LOT 665; THENCE LEAVING SAID RIGHT OF WAY AND TRAVELING ALONG
SAID LAND LOT LINE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS WEST FOR A
DISTANCE OF 888.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 13.249 ACRES AND IS DEPICTED ON
THAT CERTAIN ALTA/NSPS PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING
AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GRLS NO. 3033,
DATED DECEMBER 12, 2017.

Not

PT-61 (Rev. 11/04)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2017-013534

SECTION A - SELLER'S INFORMATION (Do not use agent's information)		SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Donna Papazian, administrator of the estate of Joyce Sue T ...*		Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 773 Beech Cove Drive		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$99.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Hiawassee, GA 30546 USA	DATE OF SALE 12/14/2017	1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)		2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Smithton Homes LLC		3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 4100 Brixham Way		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$99.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Johns Creek, GA 30022 USA	Check Buyers Intended Use (X) Residential () Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))			
HOUSE NUMBER & EXTENSION (ex 265A)	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Highway 5		SUITE NUMBER
COUNTY CHEROKEE	CITY (IF APPLICABLE) Holly Springs	MAP & PARCEL NUMBER 15N16 085 & 15N16 086	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15th	ACRES
		LAND LOT 665	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)			
DATE	DEED BOOK	DEED PAGE	PLAT BOOK
			PLAT PAGE

ADDITIONAL BUYERS

None

...* This symbol signifies that the data was too big for the field. The original values are shown below.

SELLER'S BUSINESS NAME: Donna Papazian, administrator of the estate of Joyce Sue Turner Dobson

Return to:
Brochstein & Bantley, P.C.
3495 Piedmont Road, N.E.
Eleven Piedmont Center, Suite 330
Atlanta, GA 30305

BB # 11719814

ADMINISTRATOR'S DEED

STATE OF GEORGIA

COUNTY OF Fulton

THIS INDENTURE, made this 15th day of December, 2017, between **Donna Papazian, as Administrator of the Estate of Joyce Sue Turner Dobson**, late of the State of Georgia, County of Cherokee, deceased, party of the first part, (hereinafter called "Grantor") and **Smithton Homes, LLC**, party of the second part, (hereinafter called "Grantee") the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

That pursuant to and in conformity with the power and authority granted in an Order of the Probate Court of Cherokee County, Georgia, entered after due and proper notice of application therefore by publication as required by law, and after all requirements of law had been fully complied with, the said Grantor having been authorized to sell, at private sale, to the Grantee named herein, for the consideration hereinafter set forth, Grantor for and in consideration of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** in hand paid at and before the sealing and delivery of the presents does grant, bargain, sell and convey unto the said Grantee the following described property:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, by the deceased in his/her lifetime.

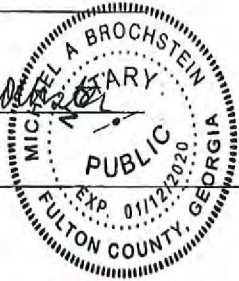
IN WITNESS WHEREOF, the grantor herein has hereunto set hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Michelle A. Brochstein
NOTARY PUBLIC,

My Commission expires: _____



Donna Papazian (SEAL)
Donna Papazian,
As Administrator of the Estate of Joyve Sue Turner Dobson

COPY

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 665, District 15, Section 2, City of Holly Springs, Cherokee County, Georgia; and being more particularly described as follows:

Beginning at the southwest corner of Land Lot 665, said corner also being common to Land Lots 664, 704 and 705 and being the Point of Beginning;

Thence traveling along the west line of Land Lot 665, said line being common to Land Lot 664, north 00 degrees 38 minutes 35 seconds west for a distance of 489.94 feet to a 1" open-top pipe found; thence leaving said Land Lot Line north 61 degrees 54 minutes 48 seconds east for a distance of 340.49 feet to a 1/2" rebar found; thence north 62 degrees 05 minutes 41 seconds east for a distance of 288.92 feet to a point; thence north 61 degrees 09 minutes 07 seconds east for a distance of 204.21 feet to a 1/2" rebar found on the westerly right of way of Holly Springs Parkway (R/W varies); thence traveling along said right of way the following three (3) courses and distances: along a curve to the right with an arc length of 233.05 feet and a radius of 1079.13 feet, being subtended by a chord of south 24 degrees 21 minutes 01 seconds east a distance of 232.60 feet to a point; thence along a curve to the right with an arc length of 257.77 feet and a radius of 16632.79 feet, being subtended by a chord of south 16 degrees 07 minutes 22 seconds east a distance of 257.77 feet to a point; thence along a curve to the right with an arc length of 82.35 feet and a radius of 630.08 feet, being subtended by a chord of south 09 degrees 22 minutes 02 seconds east a distance of 82.29 feet to a point; thence leaving said right of way north 87 degrees 03 minutes 02 seconds west for a distance of 300.00 feet to a point; thence south 02 degrees 56 minutes 58 seconds west for a distance of 125.00 feet to a point; thence south 87 degrees 03 minutes 02 seconds east for a distance of 294.57 feet to a 1/2" rebar found on the westerly right of way of Payne Drive (50' R/W); thence traveling the westerly right of way of Payne Drive south 02 degrees 44 minutes 59 seconds west for a distance of 210.67 feet to a point on the south line of Land Lot 665; thence leaving said right of way and traveling along said Land Lot Line south 89 degrees 28 minutes 05 seconds west for a distance of 326.35 feet to a point; thence continuing along said Land Lot Line south 89 degrees 28 minutes 05 seconds west for a distance of 561.69 feet to the Point of Beginning. Said tract or parcel of land contains 13.253 acres and is depicted as Tracts 2 and 3 on that certain retracement survey for Ridge Planning prepared by Landpro Surveying and Mapping, Inc., sealed and certified by James H. Rader, GRLS No. 3033, dated July 24, 2017.

AWP

PT-61 (Rev. 11/04)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2017-013532

SECTION A - SELLER'S INFORMATION (Do not use agent's Information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Donna Papazian, as Administrator of the Estate of Joyce S ...*				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 773 Beech Cove Drive				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$500,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Hiawassee, GA 30546 USA		DATE OF SALE 12/15/2017		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's Information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Smithton Homes LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 4100 Brixham Way				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$500,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Johns Creek, GA 30022 USA		Check Buyers Intended Use (X) Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$500.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Highway 5			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE) Rolly Springs	MAP & PARCEL NUMBER 15N16 085 & 15N16 086		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15th	ACRES	LAND LOT 665	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

...* This symbol signifies that the data was too big for the field. The original values are shown below.

SELLER'S BUSINESS NAME: Donna Papazian, as Administrator of the Estate of Joyce Sue Turner Dobson



FINANCIAL HIGHLIGHTS
February 28, 2019



Budget Summary
17% of year lapsed

	Unaudited		Unaudited	
	2018 Year End Actual	2019 Annual Budget	2019 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	9,150,990	7,625,000	962,135	12.62%
Operating Grant Fund	152,910	228,500	27,860	12.19%
Parks & Recreation Fund	368,663	483,500	63,369	13.11%
Hotel/Motel Tax Fund	5,803	6,000	531	8.85%
SPLOST III Fund	27,270	200,000	5,868	2.93%
SPLOST IV Fund	1,555,593	125,000	8,420	6.74%
SPLOST V Fund	1,154,273	3,923,680	359,208	9.15%
Town Center Fund	521	125,000	14	0.01%
Debt Service Fund	358,736	358,736	-	0.00%
Stormwater Utility Fund	357,194	335,000	22,105	6.60%
TOTAL REVENUES - ALL FUNDS	\$ 13,131,953	\$ 13,410,416	\$ 1,449,510	10.81%
EXPENDITURES/EXPENSES BY FUND				
General Fund	7,000,815	7,625,000	933,384	12.24%
Operating Grant Fund	155,392	228,500	27,262	11.93%
Parks & Recreation Fund	473,110	483,500	60,298	12.47%
Hotel/Motel Tax Fund	5,488	6,000	-	0.00%
SPLOST III Fund	-	200,000	-	0.00%
SPLOST IV Fund	1,038,969	125,000	-	0.00%
SPLOST V Fund	2,165,085	3,923,680	323,496	8.24%
Town Center Fund	492,037	125,000	56,755	100.00%
Debt Service Fund	358,736	358,736	-	0.00%
Stormwater Utility Fund	187,620	335,000	108,738	32.46%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 11,877,252	\$ 13,410,416	\$ 1,509,933	11.26%



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

	2/28/2018 Actual	2018 Annual Budget	% of Annual Budget	2/28/2019 Actual	2019 Annual Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	995,696	6,800,000	14.64%	962,135	7,625,000	12.62%
Operating Grant Fund	26,048	225,000	11.58%	27,860	228,500	12.19%
Parks & Recreation Fund	60,348	476,000	12.68%	63,369	483,500	13.11%
Hotel/Motel Tax Fund	924	6,500	14.22%	531	6,000	8.85%
SPLOST III Fund	8,970	200,000	4.49%	5,868	200,000	2.93%
SPLOST IV Fund	262,415	1,945,000	13.49%	8,420	125,000	6.74%
SPLOST V Fund	-	1,000,000	0.00%	359,208	3,923,680	9.15%
Town Center Fund	53	514,989	0.01%	14	125,000	0.01%
Debt Service Fund	-	358,736	0.00%	-	358,736	0.00%
Stormwater Utility Fund	17,694	325,000	5.44%	22,105	335,000	6.60%
TOTAL REVENUES - ALL FUNDS	\$ 1,372,148	\$ 11,851,225	12.23%	\$ 1,449,510	\$ 13,410,416	10.81%
EXPENDITURES/EXPENSES BY FUND						
General Fund	1,049,063	6,800,000	15.43%	933,384	7,625,000	12.24%
Operating Grant Fund	58,072	225,000	25.81%	27,262	228,500	11.93%
Parks & Recreation Fund	14,816	476,000	3.11%	60,298	483,500	12.47%
Hotel/Motel Tax Fund	3,564	6,500	54.83%	-	6,000	0.00%
SPLOST III Fund	-	200,000	0.00%	-	200,000	0.00%
SPLOST IV Fund	100,056	1,945,000	5.14%	-	125,000	0.00%
SPLOST V Fund	-	1,000,000	0.00%	323,496	3,923,680	8.24%
Town Center Fund	21,975	514,989	4.27%	56,755	125,000	45.40%
Debt Service Fund	-	358,736	0.00%	-	358,736	0.00%
Stormwater Utility Fund	31,597	325,000	9.72%	108,738	335,000	32.46%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 1,279,143	\$ 11,851,225	12.74%	\$ 1,509,933	\$ 13,410,416	11.26%



Changes in Fund Balance/Net Position
As of February 28, 2019

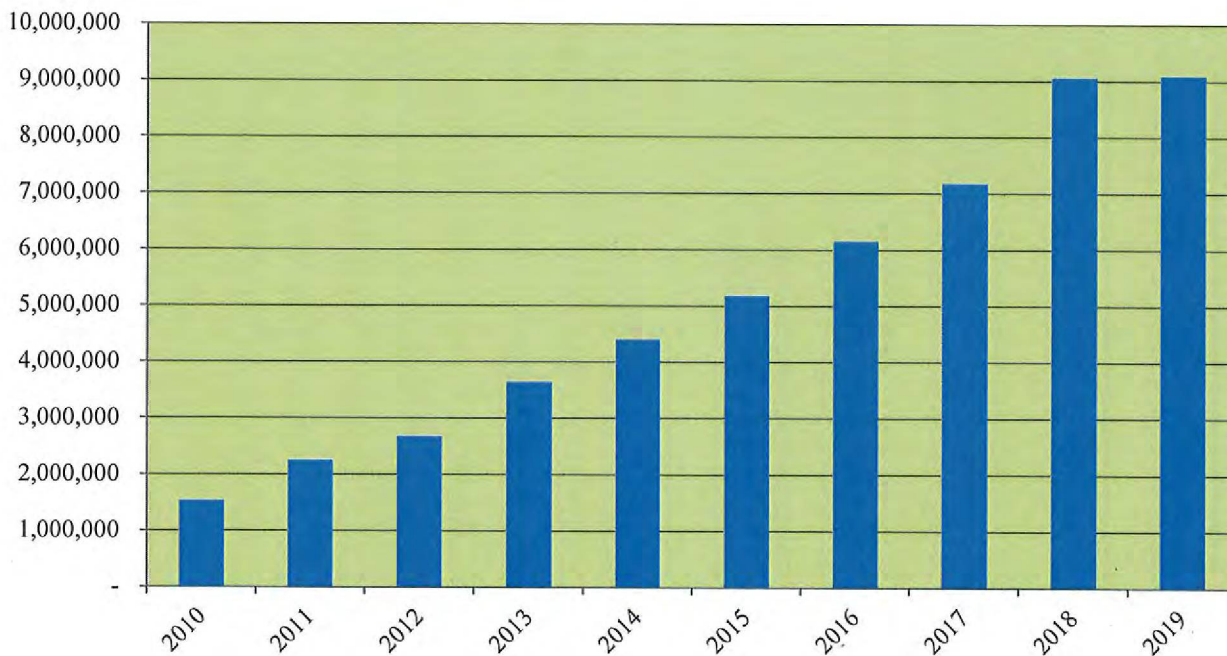
Audited

Unaudited

Fund	Balance as of 1/1/2019	Revenues	Expenditures/ Expenses	Balance as of 2/28/2019	Net Increase/ (Decrease)
General Fund	9,049,617	962,135	933,384	9,078,368	28,751
Operating Grant Fund	34,567	27,860	27,262	35,165	598
Parks & Recreation Fund	244,237	63,369	60,298	247,308	3,071
Hotel/ Motel Tax Fund	9,518	531	-	10,049	531
SPLOST III Fund	258,683	5,868	-	264,551	5,868
SPLOST IV Fund	(22,341)	8,420	-	(13,921)	8,420
SPLOST V Fund	(1,010,812)	359,208	323,496	(975,100)	35,712
Town Center Fund	23,473	14	56,755	(33,268)	(56,741)
Debt Service Fund	-	-	-	-	-
Stormwater Utility Fund	3,672,025	22,105	108,738	3,585,392	(86,633)
	<u>\$ 12,258,967</u>	<u>\$ 1,449,510</u>	<u>\$ 1,509,933</u>	<u>\$ 12,198,544</u>	<u>\$ (60,423)</u>

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE



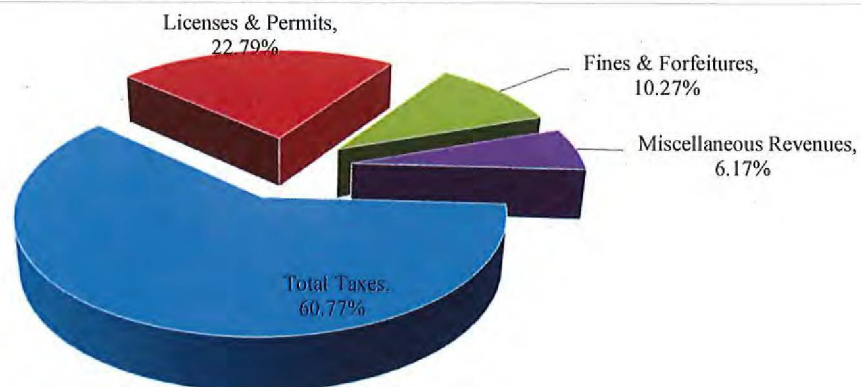


Budget Comparison Report - General Fund

17% of year lapsed

REVENUES	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Property Taxes	59,543	3,650,000	139,829	3.83%
Motor Vehicle Taxes	2,213	15,000	4,127	27.51%
Motor Vehicle Title Ad Valorem Tax	41,971	300,000	75,107	25.04%
Mobile Home Tax	-	750	-	0.00%
Recording Intangible Taxes	8,944	55,000	12,673	23.04%
Penalties & Interest	1,636	7,500	2,489	33.19%
Fifa Fees	105	2,500	150	6.00%
Franchise Tax	-	385,000	234,533	60.92%
Railroad Equipment Car Tax	-	600	-	0.00%
Real Estate Transfer Tax	1,699	12,500	2,807	22.46%
Business & Occupation Tax	15,439	120,000	35,775	29.81%
Financial Institutions Tax	-	14,000	-	0.00%
Insurance Premium Tax	-	665,000	-	0.00%
Total Taxes	131,820	5,727,850	584,673	10.21%
Licenses & Permits	121,172	1,383,325	219,309	15.85%
Fines & Forfeitures	58,680	409,150	98,798	24.15%
Miscellaneous Revenues	19,203	53,925	48,670	90.25%
Interest Income	4,715	20,000	9,685	48.43%
Proceeds from the Sale of Conf Assets	-	750	-	0.00%
Proceeds from the Sale of Assets	-	10,000	-	0.00%
Donation from Private Sources	1,000	20,000	1,000	5.00%
TOTAL GENERAL FUND REVENUES	\$ 336,590	\$ 7,625,000	\$ 962,135	12.62%

Revenues by Source



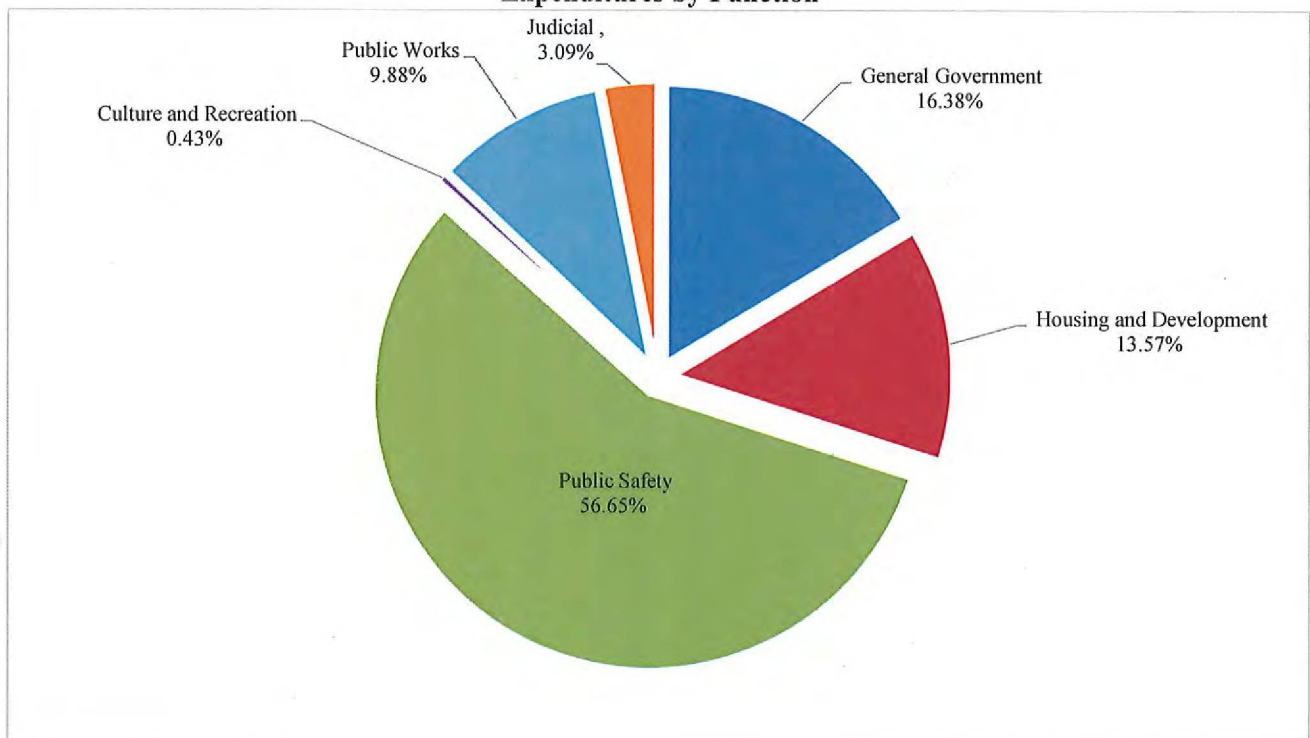


Budget Comparison Report - General Fund

17% of year lapsed

EXPENDITURES	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
General Government	53,336	1,128,054	152,874	13.55%
Housing and Development	48,793	808,884	126,650	15.66%
Public Safety	186,542	4,841,670	528,780	10.92%
Culture and Recreation	4,000	4,000	4,000	100.00%
Public Works	45,420	595,476	92,201	15.48%
Judicial	14,923	246,916	28,879	11.70%
TOTAL GENERAL FUND EXPENDITURES	\$ 353,014	\$ 7,625,000	\$ 933,384	12.24%

Expenditures by Function





Budget Comparison Report - All Funds
17% of year lapsed

	Audited		Unaudited	
	2018 Year End Actuals	2019 Annual Budget	Year to Date	% 2018 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	9,150,990	7,625,000	962,135	12.62%
Expenditures:	7,000,815	7,625,000	933,384	12.24%
Excess Revenues over (under) Expenditures	2,150,175	-	28,751	
<u>OPERATING GRANT FUND</u>				
Revenues:	152,910	228,500	27,860	12.19%
Expenditures:	155,392	228,500	27,262	11.93%
Excess Revenues over (under) Expenditures	(2,482)	-	598	
<u>PARKS & RECREATION FUND</u>				
Revenues:	368,663	483,500	63,369	13.11%
Expenditures:	473,110	483,500	60,298	12.47%
Excess Revenues over (under) Expenditures	(104,447)	-	3,071	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	5,803	6,000	531	8.85%
Expenditures:	5,488	6,000	-	0.00%
Excess Revenues over (under) Expenditures	315	-	531	
<u>SPLOST III FUND</u>				
Revenues:	27,270	200,000	5,868	2.93%
Expenditures:	-	200,000	-	0.00%
Excess Revenues over (under) Expenditures	27,270	-	5,868	
<u>SPLOST IV FUND</u>				
Revenues:	1,555,593	125,000	8,420	6.74%
Expenditures:	1,038,969	125,000	-	0.00%
Excess Revenues over (under) Expenditures	516,624	-	8,420	
<u>SPLOST V FUND</u>				
Revenues:	-	3,923,680	359,208	9.15%
Expenditures:	-	3,923,680	323,496	8.24%
Excess Revenues over (under) Expenditures	-	-	35,712	



Budget Comparison Report - All Funds
17% of year lapsed

	Audited		Unaudited	
	2018 Year End Actuals	2019 Annual Budget	Year to Date	% 2018 Annual Budget
<u>TOWN CENTER FUND</u>				
Revenues:	521	125,000	14	0.01%
Expenditures:	492,037	125,000	56,755	45.40%
Excess Revenues over (under) Expenditures	(491,516)	-	(56,741)	
<u>DEBT SERVICE FUND</u>				
Revenues:	358,736	358,736	-	0.00%
Expenditures:	358,736	358,736	-	0.00%
Excess Revenues over (under) Expenditures	-	-	-	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	357,194	335,000	22,105	6.60%
Expenses:	187,620	335,000	108,738	32.46%
Excess Revenues over (under) Expenses	169,574	-	(86,633)	



Investments
As of February 28, 2019

Ameris Bank

Downtown Development Authority - CD .75% 35,864

Subtotal Ameris Bank	\$	35,864
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Mizuho Bank USA		21
The Bank of East Asia Ltd		1
Barclays Bank Delaware		1,480
Beal Bank SSB		17,000
Bershire Bank		250,000
BNY Mellon, NA		250,000
Goldman Sachs Bank, USA		250,000
MUFG Union Bank, NA		250,000

Subtotal South State Investment Services	\$	1,018,502
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Total Investments	\$	1,054,366
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Cash
As of February 28, 2019

Ameris Bank

Downtown Development Authority - Checking	88,098
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Subtotal Ameris Bank	\$ 88,098
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South State Bank

General Fund	1,104,396
Main Street Board	13,624
Parks & Recreation Fund	272,033
Hotel Motel Tax Fund	9,567
Money Market Account	4,324,255
Municipal Court Fund	127,382
Operating Grant Fund	11,806
Police Forfeiture Account	3
Police Seized Asset Account	16,805
SPLOST III	264,551
SPLOST IV	57,467
SPLOST IV/Grant Revenue	59,086
SPLOST V	237,503
Town Center Fund	160,382
Stormwater Utility Fund	525,170
Tree Replacement Fund	4,313

Subtotal South State Bank	\$ 7,188,343
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BB&T

Savings Account	4,195,100
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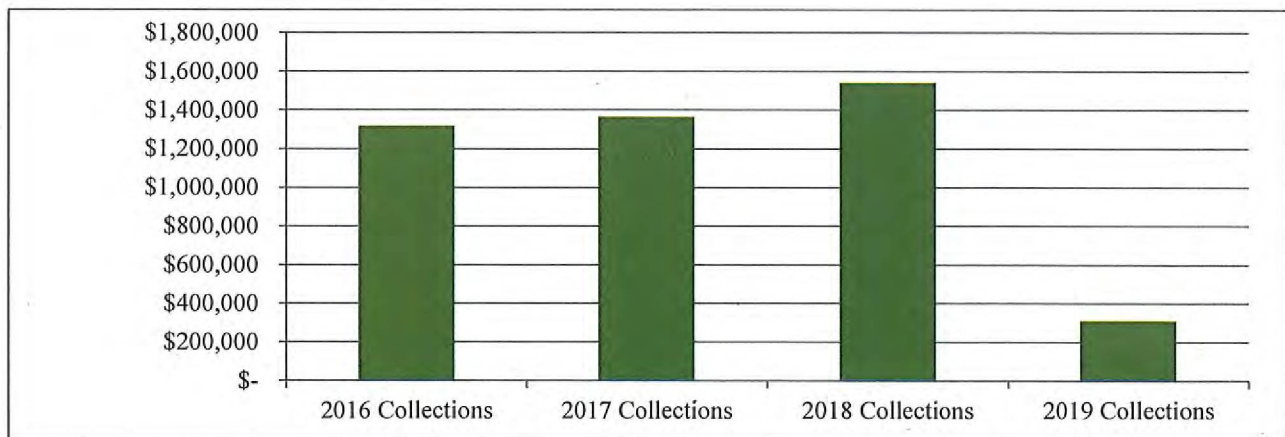
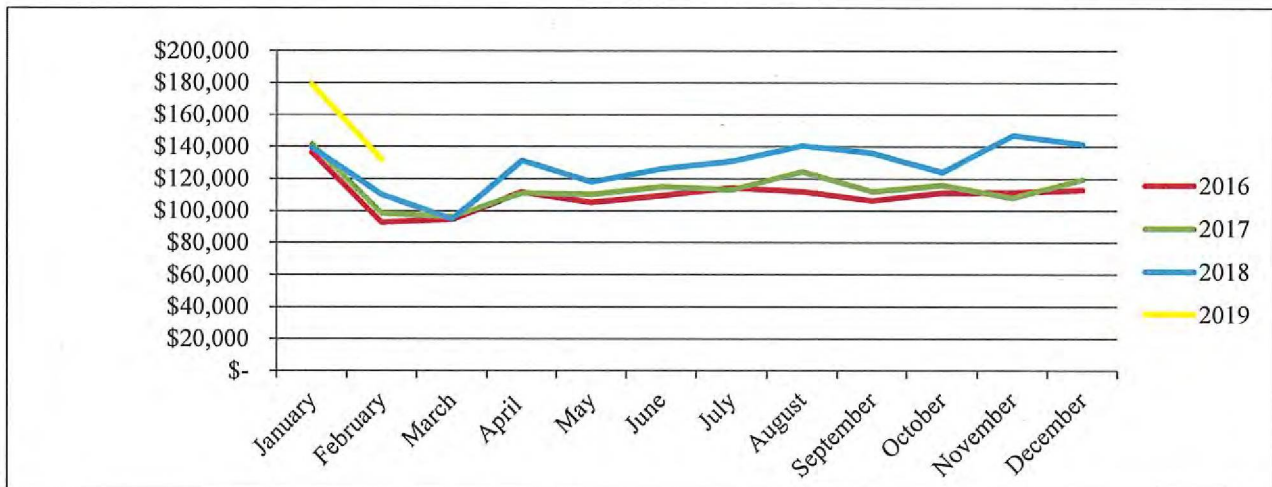
Subtotal BB&T	\$ 4,195,100
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Total Cash	\$ 11,471,541
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Special Purpose Local Option Sales Tax Collections
As of February 28, 2019

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	28.16%
February	92,605	98,189	109,987	131,700	19.74%
March	94,455	96,130	94,765	-	0.00%
April	111,527	111,048	131,392	-	0.00%
May	105,169	110,063	117,981	-	0.00%
June	109,300	114,965	126,193	-	0.00%
July	114,305	113,172	131,005	-	0.00%
August	112,004	124,429	140,651	-	0.00%
September	106,169	111,901	136,184	-	0.00%
October	111,138	115,857	124,067	-	0.00%
November	111,396	108,048	147,256	-	0.00%
December	112,996	119,270	141,583	-	0.00%
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 310,454	





**Downtown Development Authority
As of February 28, 2019**

Revenues	February 2019 Transactions	2019 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	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	1,500	1,500	1,500	100.00%
TOTAL EXPENDITURES	\$ 1,500	\$ 5,000	\$ 1,500	30.00%



GENERAL FUND REVENUE DETAIL
As of February 28, 2019

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Real Property Tax	59,543	3,650,000	139,829	3.83%
Real Property Tax - Public Utility	-	65,000	-	0.00%
Personal Property Tax	-	175,000	-	0.00%
Motor Vehicle Tax	2,213	15,000	4,127	27.51%
Motor Vehicle Title Ad Valorem Tax	41,971	300,000	75,107	25.04%
Apportioned Vehicles (AAVT)	-	5,000	-	0.00%
Mobile Home Tax	-	750	-	0.00%
Intangible Tax	8,944	55,000	12,673	23.04%
Railroad Equipment Car Tax	-	600	-	0.00%
Real Estate Transfer Tax	1,699	12,500	2,807	22.46%
Franchise Tax - Electric	-	385,000	234,533	60.92%
Franchise Tax - Gas	-	50,000	-	0.00%
Franchise Tax - Cable	270	195,000	75,340	38.64%
Franchise Tax - Telephone	-	10,000	1,843	18.43%
Business & Occupational Tax	15,439	120,000	35,775	29.81%
Insurance Premium Tax	-	665,000	-	0.00%
Financial Institutions Tax	-	14,000	-	0.00%
Penalties & Interest	1,636	7,500	2,489	33.19%
FiFa Fees	105	2,500	150	6.00%
Total Taxes	131,820	5,727,850	584,673	10.21%
Alcoholic Beverage Licenses	-	25,000	3,500	14.00%
Alcohol Pouring Permit	230	5,000	520	10.40%
Zoning and Land Use Permits	2,590	15,000	4,302	28.68%
Planning and Development Fees	-	75,000	50	0.07%
Sign Permit Fees	260	3,000	576	19.20%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	25	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	-	1,250	-	0.00%
Building Permit Revenue	97,067	975,000	171,748	17.62%
Certificate of Occupancy Fees	19,500	150,000	35,000	23.33%
Building Permit - Reinspection Fees	1,525	8,000	3,450	43.13%
Occupational Tax Late Fees	-	750	-	0.00%
Plan Review Fees	-	125,000	163	0.13%
Total Licenses and Permits	121,172	1,383,325	219,309	15.85%
Municipal Court Fines	57,171	400,000	94,629	23.66%
Forfeitures	-	500	-	0.00%
Court Service Fees	1,499	7,500	4,144	55.25%
Drug Testing Fees	10	350	25	7.14%
Expungements	-	50	-	0.00%
Other Fines & Forfeitures	-	750	-	0.00%
Total Fines and Forfeitures	58,680	409,150	98,798	24.15%
Grant Revenue	-	2,000	-	0.00%
Probation Fees	1,184	10,000	5,107	51.07%
Printing and Duplicating Service Fees	227	500	281	56.20%
Election and Qualifying Fees	-	-	-	0.00%
Advertising Fees	-	5,000	-	0.00%
Accident/Incident Reports	140	2,500	290	11.60%
Wrecker Service Contract	16,500	16,500	16,500	100.00%
Background Checks	110	1,000	210	21.00%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	-	8,825	56	0.63%
Rents and Royalties	-	2,500	1,770	70.80%
Reimbursement for Damaged Property	1,042	5,000	24,456	489.12%
Total Miscellaneous Income	19,203	53,925	48,670	90.25%



GENERAL FUND REVENUE DETAIL
As of February 28, 2019

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Interest Revenue	4,715	20,000	9,685	48.43%
Total Investment Income	4,715	20,000	9,685	48.43%
Proceeds from Sale of Conf Assets	-	750	-	0.00%
Proceeds from Sale of Assets	-	10,000	-	0.00%
Donations from Private Sources	1,000	20,000	1,000	5.00%
Total Other Financing Sources	1,000	30,750	1,000	3.25%
TOTAL GENERAL FUND REVENUES	\$ 336,590	\$ 7,625,000	\$ 962,135	12.62%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	7,000	16.67%
Employee Benefits-Medical	23	48,995	12,064	24.62%
Employee Benefits-Dental	180	1,278	564	44.13%
Employee Benefits-ADD Life	74	882	221	25.06%
FICA	153	2,604	306	11.75%
Medicare	36	609	72	11.82%
Employee Benefits-Retirement	252	2,361	504	21.35%
Unemployment	12	144	24	16.67%
Workers Comp Insurance	-	1,075	-	0.00%
Total Salaries and Benefits	4,230	99,948	20,755	20.77%
Communications	50	250	100	40.00%
Travel	-	500	-	0.00%
Dues and Fees	130	500	130	26.00%
Education and Training	-	1,500	-	0.00%
General Supplies and Materials	-	250	-	0.00%
Total Operations	180	3,000	230	7.67%
City Manager				
Salaries & Wages	8,768	113,985	21,834	19.16%
Employee Benefits-Medical	3	9,291	1,483	15.96%
Employee Benefits-Dental	31	377	94	24.93%
Employee Benefits-ADD Life	12	147	37	25.17%
Employee Benefits-Disability	79	920	235	25.54%
FICA	542	7,067	1,351	19.12%
Medicare	127	1,653	316	19.12%
Employee Benefits-Retirement	684	6,407	1,367	21.34%
Unemployment	-	38	38	100.00%
Workers' Comp. Insurance	-	492	-	0.00%
Total Salaries and Benefits	10,246	140,377	26,755	19.06%
Communications	60	500	120	24.00%
Dues and Fees	130	1,500	130	8.67%
Education and Training	-	2,500	-	0.00%
General Supplies and Materials	48	1,000	48	4.80%
Other Expenditures	158	500	212	42.40%
Total Operations	396	6,000	510	8.50%
City Clerk				
Salaries & Wages	9,338	120,958	23,207	19.19%
Employee Benefits-Medical	10	32,473	5,242	16.14%
Employee Benefits-Dental	108	1,297	324	24.98%
Employee Benefits-ADD Life	25	294	74	25.17%
Employee Benefits-Disability	83	977	249	25.49%
FICA	556	7,499	1,383	18.44%
Medicare	130	1,754	323	18.42%
			-	



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Employee Benefits-Retirement	725	6,799	1,450	21.33%
Unemployment	11	76	65	85.53%
Workers' Comp. Insurance	-	310	-	0.00%
Total Salaries and Benefits	<u>10,986</u>	<u>172,437</u>	<u>32,317</u>	<u>18.74%</u>
Communications	110	1,000	220	22.00%
Advertising	-	500	-	0.00%
Travel	142	2,500	142	5.68%
Dues and Fees	129	3,000	560	18.67%
Education and Training	-	2,500	-	0.00%
Other Expenditures	-	1,000	-	0.00%
General Supplies and Materials	-	5,000	-	0.00%
Total Operations	<u>381</u>	<u>15,500</u>	<u>922</u>	<u>5.95%</u>
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	0.00%
Total Operations	<u>-</u>	<u>1,500</u>	<u>-</u>	<u>0.00%</u>
Contingency				
Contingency	-	76,250	-	0.00%
Total Operations	<u>-</u>	<u>76,250</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	6,496	84,483	16,166	19.14%
Employee Benefits-Medical	16	46,364	7,523	16.23%
Employee Benefits-Dental	153	1,840	460	25.00%
Employee Benefits-ADD Life	25	294	74	25.17%
Employee Benefits-Disability	58	627	173	27.59%
FICA	360	5,238	892	17.03%
Medicare	85	1,225	209	17.06%
Employee Benefits-Retirement	507	4,749	1,013	21.33%
Unemployment	23	76	58	76.32%
Workers' Comp. Insurance	-	216	-	0.00%
Total Salaries and Benefits	<u>7,723</u>	<u>145,112</u>	<u>26,568</u>	<u>18.31%</u>
Professional Services - Audit	-	35,000	-	0.00%
Professional Services	-	15,000	-	0.00%
Advertising/Promotions	-	2,500	-	0.00%
Printing and Binding	-	1,000	-	0.00%
Dues and Fees-Bank Service Fees	996	3,500	1,035	29.57%
Education and Training	165	1,000	165	16.50%
Small Equipment	-	500	-	0.00%
General Supplies and Materials	-	2,500	523	20.92%
General Supplies-Postage	334	5,000	725	14.50%
Total Operations	<u>1,495</u>	<u>66,000</u>	<u>2,448</u>	<u>3.71%</u>



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Legal				
Professional Services - Legal	360	45,000	690	1.53%
Total Operatinons	<u>360</u>	<u>45,000</u>	<u>690</u>	<u>1.53%</u>
Information Tech				
Salaries & Wages	4,024	52,319	10,021	19.15%
Employee Benefits-Medical	-	23,182	2,339	10.09%
Employee Benefits-Dental	77	920	230	25.00%
Employee Benefits-ADD Life	13	147	38	25.85%
Employee Benefits-Disability	36	423	108	25.53%
FICA	230	3,244	566	17.45%
Medicare	53	759	132	17.39%
Employee Benefits-Retirement	313	2,941	627	21.32%
Unemployment	14	38	38	100.00%
Workers' Comp. Insurance	-	134	-	0.00%
Total Salaries and Benefits	<u>4,760</u>	<u>84,107</u>	<u>14,099</u>	<u>16.76%</u>
General Supplies and Materials	-	5,000	170	3.40%
Communications	60	1,000	120	12.00%
Dues and Fees	-	1,750	-	0.00%
Small Equipment	1,192	12,000	1,635	13.63%
Software	4,372	25,000	4,647	18.59%
Total Operations	<u>5,624</u>	<u>44,750</u>	<u>6,572</u>	<u>14.69%</u>
Risk Management				
Professional Services	-	10,000	-	0.00%
Liability Insurance	-	80,000	-	0.00%
Total Operations	<u>-</u>	<u>90,000</u>	<u>-</u>	<u>0.00%</u>
General Government Building				
Salaries & Wages	2,806	37,384	6,991	18.70%
Employee Benefits-Medical	3	9,291	1,483	15.96%
Employee Benefits-Dental	31	377	94	24.93%
Employee Benefits-ADD Life	12	147	37	25.17%
Employee Benefits-Disability	25	294	75	25.51%
FICA	173	2,318	431	18.59%
Medicare	41	542	101	18.63%
Employee Benefits-Retirement	224	2,101	448	21.32%
Unemployment	11	38	28	73.68%
Workers' Comp. Insurance	-	3,831	-	0.00%
Total Salaries and Benefits	<u>3,326</u>	<u>56,323</u>	<u>9,688</u>	<u>17.20%</u>
Disposal - Garbage	29	2,500	57	2.28%
Pest Control	100	2,000	175	8.75%
Repairs and Maintenance	107	15,000	562	3.75%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Repairs and Maintenance - Vehicles	30	750	3,869	515.87%
Rental of Equipment	451	5,000	739	14.78%
Communications	909	10,000	1,818	18.18%
Dues and Fees	-	500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	852	15,000	982	6.55%
Water and Sewer	65	12,500	129	1.03%
Natural Gas	36	5,000	71	1.42%
Electricity	1,050	10,000	2,078	20.78%
Gasoline and Diesel	-	1,500	120	8.00%
Small Equipment	-	1,000	720	72.00%
Software	-	500	-	0.00%
Total Operations	<u>3,629</u>	<u>81,750</u>	<u>11,320</u>	<u>13.85%</u>
TOTAL GENERAL GOVERNMENT	<u>\$ 53,336</u>	<u>\$ 1,128,054</u>	<u>\$ 152,874</u>	<u>13.55%</u>
Municipal Court				
Salaries & Wages	3,978	96,245	11,313	11.75%
Salaries & Wages - Overtime	379	1,000	587	58.70%
Employee Benefits-Medical	10	32,473	3,354	10.33%
Employee Benefits-Dental	77	1,840	307	16.68%
Employee Benefits-ADD Life	12	294	61	20.75%
Employee Benefits-Disability	-	696	109	15.66%
FICA	194	6,029	595	9.87%
Medicare	45	1,410	139	9.86%
Employee Benefits-Retirement	577	5,466	1,154	21.11%
Unemployment	13	114	39	34.21%
Workers' Compensation	-	249	-	0.00%
Total Salaries and Benefits	<u>5,285</u>	<u>145,816</u>	<u>17,658</u>	<u>12.11%</u>
Professional Services - Public Defender	525	7,500	525	7.00%
Professional Services - Solicitor/Judge	6,400	65,000	6,400	9.85%
Repairs & Maintenance	-	2,500	-	0.00%
Rental of Equipment	115	1,750	241	13.77%
Communications	-	3,500	-	0.00%
Advertising	-	100	-	0.00%
Travel	-	1,500	-	0.00%
Dues and Fees	-	750	-	0.00%
Education and Training	36	750	261	34.80%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	1,475	2,500	1,624	64.96%
Other Supplies - Uniforms	245	250	245	98.00%
Food Supplies	147	2,000	325	16.25%
Books and Periodicals-Code Books	-	250	-	0.00%
Small Equipment	-	2,500	-	0.00%
Software	695	10,000	1,600	16.00%
Total Operations	<u>9,638</u>	<u>101,100</u>	<u>11,221</u>	<u>11.10%</u>
TOTAL JUDICIAL	<u>\$ 14,923</u>	<u>\$ 246,916</u>	<u>\$ 28,879</u>	<u>11.70%</u>



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
<i>Police Administration</i>				
Salaries & Wages	28,405	368,869	72,649	19.70%
Salaries & Wages-Overtime	-	4,000	-	0.00%
Employee Benefits-Medical	19	73,373	11,994	16.35%
Employee Benefits-Dental	369	4,434	1,108	24.99%
Employee Benefits-ADD Life	67	882	202	22.90%
Employee Benefits-Disability	252	2,942	755	25.66%
FICA	1,689	23,118	4,315	18.67%
Medicare	395	5,407	1,009	18.66%
Employee Benefits-Retirement	2,211	20,959	4,422	21.10%
Unemployment	49	228	219	96.05%
Workers' Compensation	-	15,196	-	0.00%
<i>Total Salaries and Benefits</i>	33,456	519,408	96,673	18.61%
Repair & Maintenance-Vehicle	114	6,000	193	3.22%
Professional Services	250	1,000	250	25.00%
Rental of Equipment	312	5,000	648	12.96%
Communications	310	3,000	620	20.67%
Advertising	-	500	-	0.00%
Printing and Binding	-	700	-	0.00%
Travel	-	2,500	834	33.36%
Dues and Fees	260	5,000	495	9.90%
Education and Training	-	2,000	-	0.00%
Other Expenditures	177	2,500	248	9.92%
General Supplies and Materials	82	3,000	217	7.23%
General Supplies - Postage	-	500	-	0.00%
Gasoline/Diesel	-	7,000	637	9.10%
Small Equipment	1,405	2,500	1,405	56.20%
Software	-	2,500	216	8.64%
Other Supplies - Uniforms	377	3,200	469	14.66%
<i>Total Operations and Capital</i>	3,287	46,900	6,232	13.29%
<i>Criminal Investigation Division</i>				
Salaries & Wages	15,849	215,312	42,248	19.62%
Salaries & Wages-Overtime	302	6,000	302	5.03%
Employee Benefits-Medical	16	51,056	8,209	16.08%
Employee Benefits-Dental	217	3,137	630	20.08%
Employee Benefits-ADD Life	49	588	147	25.00%
Employee Benefits-Disability	131	1,489	391	26.26%
FICA	978	13,721	2,577	18.78%
Medicare	229	3,209	603	18.79%
Employee Benefits-Retirement	1,290	12,440	2,581	20.75%
Unemployment	45	152	150	98.68%
Workers' Compensation	-	10,021	-	0.00%
<i>Total Salaries and Benefits</i>	19,106	317,125	57,838	18.24%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Repair & Maintenance-Vehicle	1,069	6,000	1,131	18.85%
Communications	200	2,000	400	20.00%
Printing and Binding	-	250	-	0.00%
Travel	-	2,000	-	0.00%
Dues and Fees	-	1,000	-	0.00%
Education and Training	-	2,000	-	0.00%
General Supplies and Materials	208	2,000	208	10.40%
Gasoline and Diesel	-	7,000	680	9.71%
Small Equipment	-	1,000	216	21.60%
Software	-	2,000	-	0.00%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	1,477	26,250	2,635	10.04%
Vice				
Salaries & Wages	3,927	50,130	10,172	20.29%
Salaries & Wages-Overtime	361	2,000	361	18.05%
Employee Benefits-Medical	7	16,848	2,747	16.30%
Employee Benefits-Dental	77	920	230	25.00%
Employee Benefits-ADD Life	12	147	37	25.17%
Employee Benefits-Disability	31	369	94	25.47%
FICA	247	3,232	608	18.81%
Medicare	58	756	142	18.78%
Employee Benefits-Retirement	301	2,930	601	20.51%
Unemployment	13	38	38	100.00%
Workers' Compensation	-	2,360	-	0.00%
Total Salaries and Benefits	5,034	79,730	15,030	18.85%
Dues and Fees	-	150	-	0.00%
Total Operations and Capital	-	150	-	0.00%
Patrol				
Salaries & Wages	73,922	1,097,874	192,193	17.51%
Salaries & Wages-Overtime	4,443	42,000	8,123	19.34%
Employee Benefits-Medical	61	300,956	47,637	15.83%
Employee Benefits-Dental	1,112	13,395	3,375	25.20%
Employee Benefits-ADD Life	269	3,528	808	22.90%
Employee Benefits-Disability	654	8,351	1,961	23.48%
FICA	4,725	70,672	12,030	17.02%
Medicare	1,105	16,528	2,813	17.02%
Employee Benefits-Retirement	6,581	63,485	13,162	20.73%
Unemployment	279	950	753	79.26%
Workers' Compensation	1,037	51,614	1,037	2.01%
Total Salaries and Benefits	94,188	1,669,353	283,892	17.01%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Professional Services	-	750	-	0.00%
Repair & Maintenance	-	3,000	125	4.17%
Repair & Maintenance-Vehicle	5,224	38,000	5,789	15.23%
Communications	418	19,000	837	4.41%
Printing and Binding	-	500	-	0.00%
Dues and Fees	-	3,000	45	1.50%
Education & Training	81	500	275	55.00%
Contract Labor	-	500	-	0.00%
Other Expenditures	165	7,000	1,095	15.64%
General Supplies and Materials	-	11,000	173	1.57%
Weapons Supplies & Ammunition	-	35,000	-	0.00%
Gasoline and Diesel	-	55,000	5,131	9.33%
Small Equipment	861	4,600	861	18.72%
Software	-	6,000	-	0.00%
Other Supplies - Uniforms	387	30,000	1,732	5.77%
Total Operations and Capital	7,136	213,850	16,063	7.51%
Police Training				
Salaries & Wages	3,941	52,367	10,379	19.82%
Salaries & Wages-Overtime	90	2,000	90	4.50%
Employee Benefits-Medical	-	8,352	-	0.00%
Employee Benefits-Dental	-	379	-	0.00%
Employee Benefits-ADD Life	12	147	37	25.17%
Employee Benefits-Disability	31	368	94	25.54%
FICA	250	3,371	649	19.25%
Medicare	59	788	152	19.29%
Employee Benefits-Retirement	314	3,056	628	20.55%
Unemployment	12	38	38	100.00%
Workers' Compensation	-	2,462	-	0.00%
Total Salaries and Benefits	4,709	73,328	12,067	16.46%
Repair & Maintenance	-	3,000	-	0.00%
Repair & Maintenance-Vehicle	50	2,000	50	2.50%
Communications	50	500	100	20.00%
Travel	-	2,000	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	25,000	800	3.20%
General Supplies and Materials	199	4,000	199	4.98%
Weapons Supplies & Ammunition	8,669	50,000	10,069	20.14%
Gasoline and Diesel	-	1,750	173	9.89%
Small Equipment	-	1,000	-	0.00%
Other Supplies - Uniforms	-	300	-	0.00%
Intergovernmental	-	5,000	5,000	100.00%
Total Operations and Capital	8,968	95,050	16,391	17.24%
Police Stations and Buildings				
Disposal-Garbage/Recycle	85	1,500	170	11.33%
Pest Control	60	1,000	60	6.00%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Repairs and Maintenance	1,552	7,500	2,420	32.27%
Communications	859	8,500	1,718	20.21%
General Supplies and Materials	575	2,500	732	29.28%
Water/Sewer	469	5,000	896	17.92%
Electricity	1,050	15,000	2,078	13.85%
Small Equipment	-	2,500	-	0.00%
Software	-	500	-	0.00%
Total Operations	4,650	44,000	8,074	18.35%
Probation				
Salaries & Wages	3,642	45,636	9,059	19.85%
Employee Benefits-Medical	5	8,352	2,981	35.69%
Employee Benefits-Dental	77	920	230	25.00%
Employee Benefits-ADD Life	12	147	37	25.17%
Employee Benefits-Disability	31	369	94	25.47%
FICA	194	2,829	497	17.57%
Medicare	45	662	116	17.52%
Employee Benefits-Retirement	273	2,565	547	21.33%
Unemployment	14	38	36	94.74%
Workers' Compensation	-	2,066	-	0.00%
Total Salaries and Benefits	4,293	63,584	13,597	21.38%
Communications	50	500	100	20.00%
Travel	188	500	188	37.60%
Dues and Fees	-	300	-	0.00%
General Supplies and Materials	-	500	-	0.00%
Other Supplies - Uniforms	-	300	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations and Capital	238	2,350	288	12.26%
Fire Services				
Intergovernmental-Fire Services	-	1,690,592	-	0.00%
Total Fire Services	-	1,690,592	-	0.00%
TOTAL PUBLIC SAFETY	\$ 186,542	\$ 4,841,670	\$ 528,780	10.92%
Highways and Streets				
Professional Services-Engineering	1,500	7,500	1,500	20.00%
Disposal-Garbage/Recycling	93	1,250	186	14.88%
Lawn Care	82	1,000	82	8.20%
Pest Control	-	250	-	0.00%
Repairs & Maintenance	398	28,500	1,591	5.58%
Repairs & Maintenance-Vehicles	-	5,000	859	17.18%
Rental of Equipment	86	2,500	1,499	59.96%
Communications	-	250	-	0.00%
Contract Labor	34,164	409,976	67,659	16.50%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	1,750	-	0.00%
Electricity	268	5,000	579	11.58%
Gasoline/Diesel	-	10,000	475	4.75%
Small Equipment	-	4,750	-	0.00%
Total Operations	<u>36,591</u>	<u>477,976</u>	<u>74,430</u>	<u>15.57%</u>
Street Lights				
Electricity-Street Lights	8,706	90,000	17,542	19.49%
Total Street Lights	<u>8,706</u>	<u>90,000</u>	<u>17,542</u>	<u>19.49%</u>
Traffic Lights				
Electricity-Traffic Lights	106	2,500	212	8.48%
Total Traffic Lights	<u>106</u>	<u>2,500</u>	<u>212</u>	<u>8.48%</u>
Tree Commission				
Repairs & Maintenance	-	21,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	17	750	17	2.27%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>17</u>	<u>25,000</u>	<u>17</u>	<u>0.07%</u>
TOTAL PUBLIC WORKS	<u>\$ 45,420</u>	<u>\$ 595,476</u>	<u>\$ 92,201</u>	<u>15.48%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	4,000	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>100.00%</u>
Building Inspections				
Salaries & Wages	16,322	217,155	42,924	19.77%
Overtime	-	1,500	-	0.00%
Employee Benefits-Medical	-	66,964	10,040	14.99%
Employee Benefits-Dental	339	3,514	970	27.60%
Employee Benefits-ADD Life	57	735	159	21.63%
Employee Benefits-Disability	171	1,763	459	26.04%
FICA	946	13,557	2,533	18.68%
Medicare	221	3,170	592	18.68%
Employee Benefits-Retirement	1,033	12,291	2,532	20.60%
Unemployment	64	190	180	94.74%
Workers' Compensation	-	3,883	-	0.00%
Total Salaries and Benefits	<u>19,153</u>	<u>324,722</u>	<u>60,389</u>	<u>18.60%</u>



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Professional Services-Engineering	2,086	50,000	4,177	8.35%
Professional Services-Legal	705	2,500	1,822	72.88%
Technical Services - Planning	8,600	50,000	10,250	20.50%
Repairs & Maintenance	-	3,500	-	0.00%
Repairs & Maintenance - Vehicles	636	5,000	636	12.72%
Communications	275	5,000	475	9.50%
Advertising -Promotions	150	5,000	315	6.30%
Printing & Binding	-	1,000	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	239	7,500	239	3.19%
Education and Training	-	2,500	-	0.00%
Contract Labor	-	25,000	-	0.00%
Other Expenditures	81	500	207	41.40%
General Supplies and Materials	53	2,500	343	13.72%
General Supplies - Postage	-	250	-	0.00%
Gasoline/Diesel	-	5,000	310	6.20%
Books and Periodicals-Code Books	-	750	-	0.00%
Other Supplies - Uniforms	-	250	-	0.00%
Small Equipment	1,444	1,500	1,473	98.20%
Total Operations	14,269	170,250	20,247	11.89%
Planning and Zoning				
Salaries & Wages	8,191	106,482	20,409	19.17%
Employee Benefits-Medical	10	18,582	2,974	16.00%
Employee Benefits-Dental	31	755	94	12.45%
Employee Benefits-ADD Life	25	294	74	25.17%
Employee Benefits-Disability	73	865	219	25.32%
FICA	496	6,602	1,237	18.74%
Medicare	116	1,544	289	18.72%
Employee Benefits-Retirement	639	5,985	1,277	21.34%
Unemployment	13	76	62	81.58%
Workers' Compensation	-	6,193	-	0.00%
Total Salaries and Benefits	9,594	147,378	26,635	18.07%
Professional Services	-	10,000	-	0.00%
Professional Services-Legal	-	500	-	0.00%
Technical Services - Planning	-	15,000	-	0.00%
Repairs & Maintenance	-	500	-	0.00%
Other Services - Map Updates	-	1,000	-	0.00%
Communications	620	1,500	740	49.33%
Advertising	-	11,000	2,831	25.74%
Printing & Binding	-	250	-	0.00%
Travel	-	1,500	-	0.00%
Dues and Fees	-	2,500	-	0.00%
Education and Training	-	1,000	-	0.00%
Planning & Zoning Meeting Fees	245	2,500	490	19.60%
General Supplies and Materials	15	1,500	15	1.00%
Gasoline & Diesel	-	500	-	0.00%
Total Operations	880	49,250	4,076	8.28%



**General Fund Expenditures
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
<i>Main Street Program</i>				
Salaries and Wages	3,781	49,177	9,516	19.35%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	6	15,629	2,547	16.30%
Employee Benefits - Dental	31	376	94	25.00%
Employee Benefits - Add Life	12	147	37	25.17%
Employee Benefits - Disability	34	397	101	25.44%
FICA	223	3,111	558	17.94%
Medicare	53	728	131	17.99%
Employee Benefits - Retirement	295	2,819	590	20.93%
Unemployment	15	38	37	97.37%
Workers Comp Insurance	-	217	-	0.00%
<i>Total Salaries and Benefits</i>	<u>4,450</u>	<u>73,639</u>	<u>13,611</u>	<u>18.48%</u>
Communications	50	750	100	13.33%
Advertising	-	500	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	230	1,500	430	28.67%
Education and Training	-	1,000	-	0.00%
Contract Labor	150	7,500	750	10.00%
Supplies - Special Events	17	12,500	412	3.30%
Software	-	1,395	-	0.00%
Payments to Other Agencies	-	7,500	-	0.00%
<i>Total Operations</i>	<u>447</u>	<u>33,645</u>	<u>1,692</u>	<u>5.03%</u>
<i>Intergovernmental</i>				
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>\$ 48,793</u>	<u>\$ 808,884</u>	<u>\$ 126,650</u>	<u>15.66%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 353,014</u>	<u>\$ 7,625,000</u>	<u>\$ 933,384</u>	<u>12.24%</u>



**Operating Grant Fund
As of February 28, 2019**

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Atlanta Regional Commission Grant	13,653	228,475	27,838	12.18%
Interest Revenue	4	25	22	88.00%
TOTAL REVENUES	\$ 13,657	\$ 228,500	\$ 27,860	12.19%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	14,665	228,500	27,262	11.93%
TOTAL EXPENDITURES	\$ 14,665	\$ 228,500	\$ 27,262	11.93%



Parks & Recreation Fund
As of February 28, 2019

REVENUES:	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	17,622	235,000	38,316	16.30%
Alcoholic Bev Excise Tax Liquor	4,255	75,000	16,434	21.91%
Local Option Mixed Drink Tax	3,501	40,000	6,835	17.09%
Penalties and Interest	-	250	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	40	500	80	16.00%
Miscellaneous Revenue	-	500	-	0.00%
Rents and Royalties	374	15,000	1,704	11.36%
Prior Year Fund Balance	-	117,200	-	0.00%
TOTAL REVENUES	\$ 25,792	\$ 483,500	\$ 63,369	13.11%

EXPENDITURES:

Disposal - Garbage Depot	51	1,000	102	10.20%
Pest Control - Depot	40	750	40	5.33%
Repairs & Maintenance - Depot	418	25,000	755	3.02%
Communications	310	1,500	457	30.47%
General Supplies - Depot	-	2,000	-	0.00%
Water/Sewer - Depot	17	750	22	2.93%
Natural Gas - Depot	206	1,500	413	27.53%
Electricity - Depot	180	5,000	463	9.26%
Small Equipment - Depot	-	1,500	-	0.00%
Disposal - Garbage Parks	51	750	102	13.60%
Lawn Care	564	10,000	564	5.64%
Pest Control - Parks	30	400	30	7.50%
Repairs & Maintenance - Parks	245	25,000	387	1.55%
Rental - Equipment & Land	-	614	-	0.00%
Dues and Fees	-	500	357	71.40%
Contract Labor	3,000	40,000	5,250	13.13%
General Supplies and Materials - Parks	-	1,500	-	0.00%
Water/Sewer - Parks	451	5,000	914	18.28%
Electricity - Parks	87	1,500	175	11.67%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	50,267	-	50,267	100.00%
Transfers to Other Funds	-	358,736	-	0.00%
TOTAL EXPENDITURES	\$ 55,917	\$ 483,500	\$ 60,298	12.47%



Hotel/Motel Tax Fund
As of February 28, 2019

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Hotel/Motel Taxes	186	5,995	528	8.81%
Interest Revenue	1	5	3	60.00%
TOTAL REVENUES	\$ 187	\$ 6,000	\$ 531	8.85%
EXPENDITURES:				
Advertising/Promotions	-	6,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ -	0.00%



SPLOST III Fund
As of February 28, 2019

	February 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Special Assessments - Crestmont	5,784	11,928	5,784	48.49%
Prior Year Fund Balance	-	187,722	-	0.00%
Interest Revenue	40	350	84	24.00%
TOTAL REVENUES	\$ 5,824	\$ 200,000	\$ 5,868	2.93%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	200,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 200,000	\$ -	0.00%



SPLOST IV Fund
As of February 28, 2019

	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
REVENUES:				
SPLOST IV Revenue	-	8,400	8,394	99.93%
Special Assessments	-	24,900	-	0.00%
Interest Revenue	9	100	26	26.00%
Prior Year Fund Balance		91,600		0.00%
TOTAL REVENUES	\$ 9	\$ 125,000	\$ 8,420	6.74%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	125,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 125,000	\$ -	0.00%



SPLOST V Fund
As of February 28, 2019

	February 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
SPLOST V Revenue	131,700	1,300,000	302,060	23.24%
Grant Revenue-LMIG	-	135,000	-	0.00%
Grant Revenue-LCI Phase II	57,054	600,000	57,054	9.51%
Interest Revenue	46	250	94	37.60%
Fund Balance	-	1,888,430	-	0.00%
TOTAL REVENUES	\$ 188,800	\$ 3,923,680	\$ 359,208	9.15%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	7,517	170,192	14,227	8.36%
Capital Outlay-Police Cars	-	198,138	-	0.00%
Capital Outlay-Infrastructure	-	1,805,350	1,500	0.08%
Capital Outlay-HS Pkwy	113,250	750,000	236,196	31.49%
Capital Outlay-Cagle Farm Park	-	250,000	-	0.00%
Capital Outlay-LCI Phase II	71,573	750,000	71,573	9.54%
TOTAL EXPENDITURES	\$ 192,340	\$ 3,923,680	\$ 323,496	8.24%



Town Center Fund
As of February 28, 2019

Revenues	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Interest Revenue	14	100	14	100.00%
Prior Year Fund Balance	-	124,900	-	0.00%
TOTAL REVENUES	\$ 14	\$ 125,000	\$ 14	0.01%
Expenditures				
Capital Outlay - Site Improvements	25,000	125,000	56,755	45.40%
TOTAL EXPENDITURES	\$ 25,000	\$ 125,000	\$ 56,755	45.40%



Debt Service Fund
As of February 28, 2019

Revenues	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Transfers from Parks & Rec Fund	-	358,736	-	0.00%
TOTAL REVENUES	\$ -	\$ 358,736	\$ -	0.00%
Expenditures				
Debt Service - Bond Principal HSPRA	-	304,359	-	0.00%
Debt Service - Bond Interest HSPRA	-	54,377	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 358,736	\$ -	0.00%



Stormwater Utility Fund
As of February 28, 2019

REVENUES:	February 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	14,708	334,500	21,921	6.55%
Interest Revenue	91	500	184	36.80%
TOTAL REVENUES	\$ 14,799	\$ 335,000	\$ 22,105	6.60%

EXPENSES:

Salaries & Wages	4,005	70,477	8,010	11.37%
Overtime	-	2,000	-	0.00%
Employee Benefits - Medical Insurance	1,163	13,952	2,326	16.67%
Employee Benefits - Dental Insurance	31	377	62	16.45%
Employee Benefits - Disability	32	380	64	16.84%
Employee Benefits - ADD Life	12	147	24	16.33%
FICA	248	4,494	496	11.04%
Medicare	58	1,051	116	11.04%
Employee Benefits - Retirement	225	4,074	450	11.05%
Unemployment	3	76	6	7.89%
Workers Comp Insurance	233	4,215	466	11.06%
Legal & Professional	-	4,000	-	0.00%
Regional Stormwater	-	2,500	-	0.00%
Pollution Prevention	-	1,500	51	3.40%
Watershed Planning	-	500	-	0.00%
Maintenance & Cleaning	11,158	100,000	19,461	19.46%
Structural Upgrades	76,588	95,000	76,588	80.62%
Rental of Equipment	-	7,500	-	0.00%
Communications	100	2,750	163	5.93%
Advertising	-	250	-	0.00%
Dues and Fees	-	300	-	0.00%
Training	-	2,000	-	0.00%
Contract Labor	-	500	-	0.00%
General Supplies & Materials	-	1,500	-	0.00%
Postage	-	107	-	0.00%
Water/Sewer	128	5,000	336	6.72%
Gasoline & Diesel	44	4,500	83	1.84%
Small Equipment	-	1,500	-	0.00%
Office Supplies	-	1,000	36	3.60%
Contingency	-	3,350	-	0.00%
TOTAL EXPENSES	\$ 94,028	\$ 335,000	\$ 108,738	32.46%

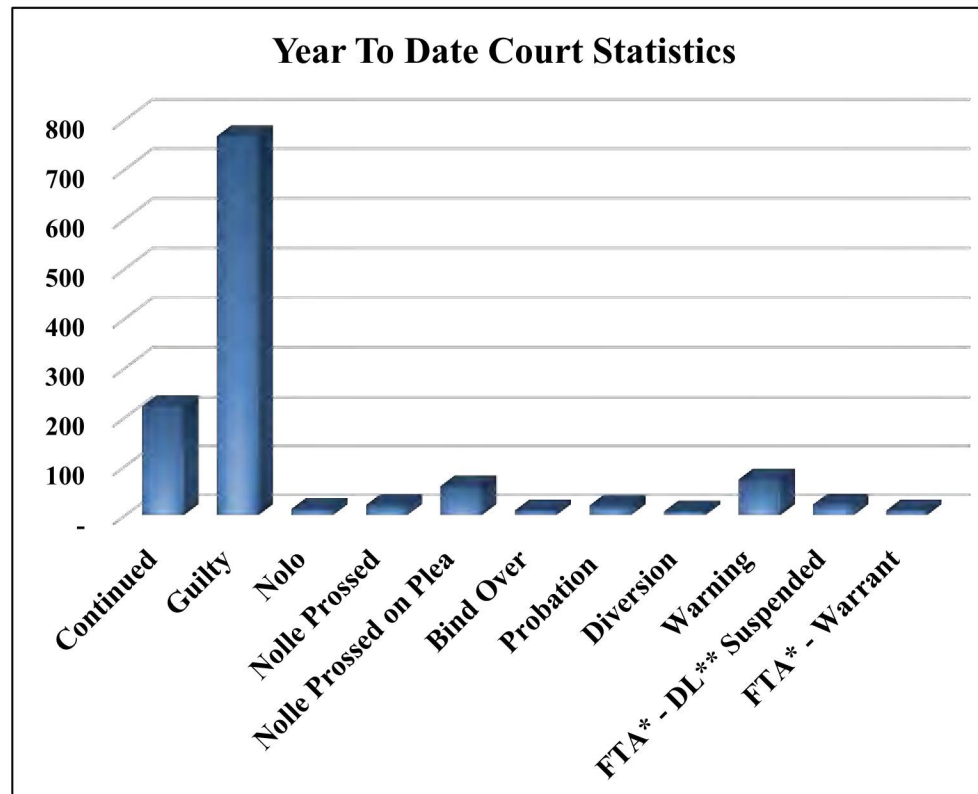


City of Holly Springs Court Statistics 2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	0	131	0	0	-	-	-	-	-	-	-	-	131
Guilty	0	104	0	0	-	-	-	-	-	-	-	-	104
Nolo	0	12	0	0	-	-	-	-	-	-	-	-	12
Nolle Prossed	0	6	0	0	-	-	-	-	-	-	-	-	6
Nolle Prossed on Plea	0	24	0	0	-	-	-	-	-	-	-	-	24
Bind Over	0	5	0	0	-	-	-	-	-	-	-	-	5
Probation	0	9	0	0	-	-	-	-	-	-	-	-	9
Diversion	0	2	0	0	-	-	-	-	-	-	-	-	2
Warning	0	4	0	0	-	-	-	-	-	-	-	-	4
FTA* - DL** Suspended	0	23	0	0	-	-	-	-	-	-	-	-	23
FTA* - Warrant	0	10	0	0	-	-	-	-	-	-	-	-	10
	-	330	-	-	-	-	-	-	-	-	-	-	330

* Failure to Appear

** Driver's License



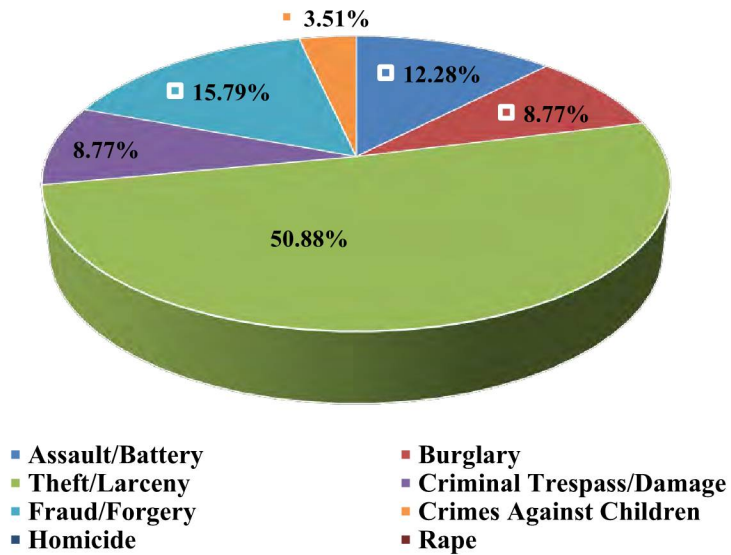


City of Holly Springs Police Statistics 2019 Year to Date

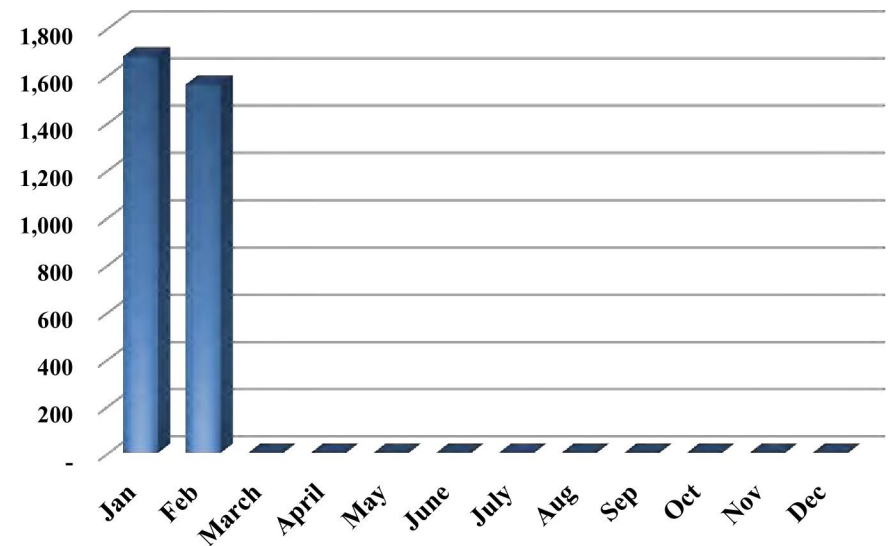
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	4	3	-	-	-	-	-	-	-	-	-	-	7
Burglary	3	2	-	-	-	-	-	-	-	-	-	-	5
Theft/Larceny	24	5	-	-	-	-	-	-	-	-	-	-	29
Criminal Trespass/Damage	3	2	-	-	-	-	-	-	-	-	-	-	5
Fraud/Forgery	4	5	-	-	-	-	-	-	-	-	-	-	9
Crimes Against Children	1	1	-	-	-	-	-	-	-	-	-	-	2
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	-	-	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	-	-	-	-	-	-	-	-	-	-	-	-	-
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	39	18	-	-	-	-	-	-	-	-	-	-	57

Calls for Service	1,679	1,560	-	-	-	-	-	-	-	-	-	-	3,239
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Year To Date Police Statistics



Year To Date Calls for Service





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

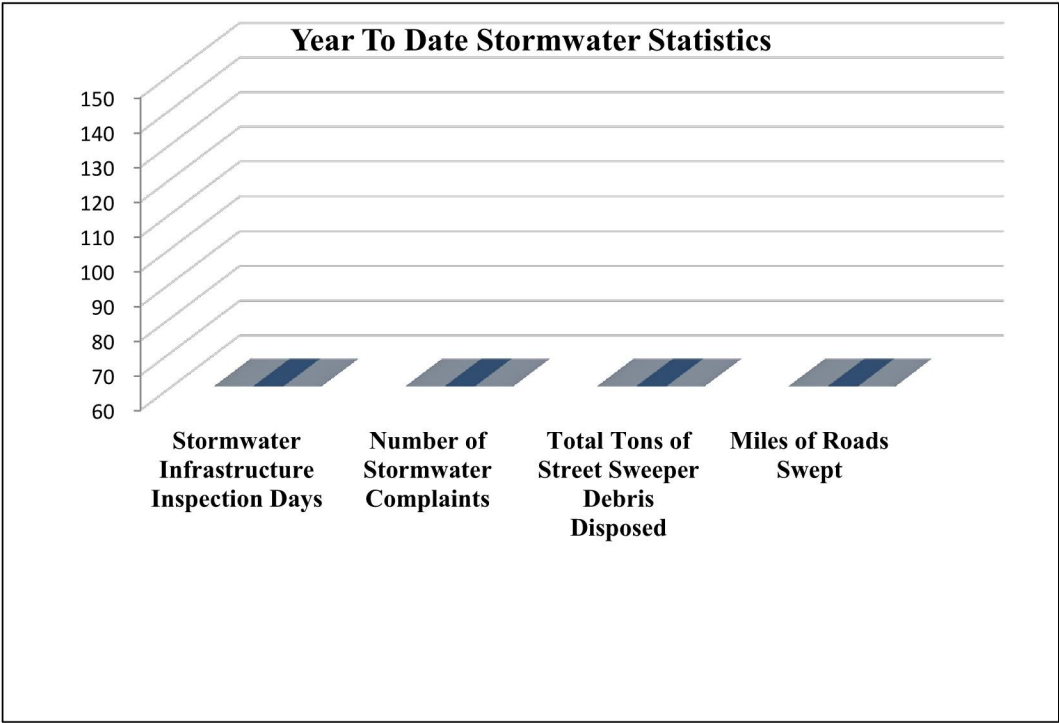
Description	Feb-19
Pot Hole Repair	0
Tree Service Work	0
ROW Mowing	0
Dead Animal Pick Up	1
Street Sweeping	1
Road Salting	0
Sign Maintenance	7
Traffic Signals	2
Equipment Maintenance	6
Misc. Work Orders	16
Parks	
J.B. Owens	15
Barrett Park	14
J.C. Mullins	22
Monthly Totals	84



**City of Holly Springs
Stormwater Statistics
2019 Year to Date**

Stormwater Infrastructure Inspection Days
 Number of Stormwater Complaints
 Total Tons of Street Sweeper Debris Disposed
 Miles of Roads Swept

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Stormwater Infrastructure Inspection Days	2	4	-	-	-	-	-	-	-	-	-	-	6
Number of Stormwater Complaints	4	8	-	-	-	-	-	-	-	-	-	-	12
Total Tons of Street Sweeper Debris Disposed	-	-	-	-	-	-	-	-	-	-	-	-	-
Miles of Roads Swept	-	-	-	-	-	-	-	-	-	-	-	-	-





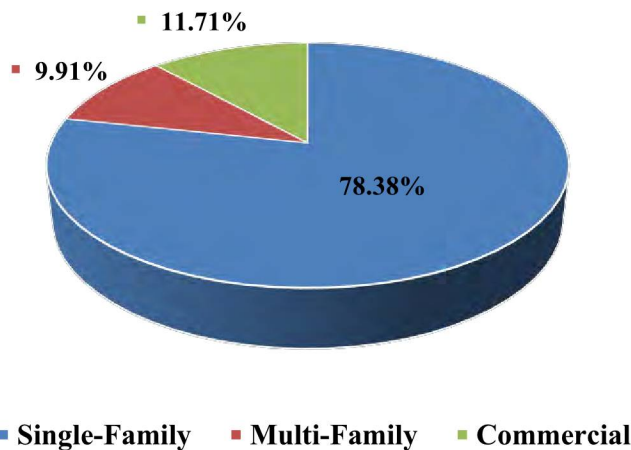
City of Holly Springs

Building Permits and Certificates of Occupancy

2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	33	34											67
Accessory Structures	1												1
Additions													0
Basement Buildouts	1												1
Mechanical	1	3											4
Plumbing	3	2											5
Electrical		1											1
Miscellaneous	2	6											8
Certificates of Completion	4	2											6
Certificates of Occupancy	32	27											59
Multi-Family													
Townhomes		11											11
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	1	2											3
Commercial													
New Structures	1												1
Addition-C													0
Tenant Build Outs	1												1
Accessory Structures													0
Mechanical													0
Plumbing													0
Electrical	3												3
Misc-C	5	3											8
Certificates of Completion													0
Certificates of Occupancy	1	1											2

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued

