



City of Holly Springs

Date: Monday, March 15, 2021

Location: 3235 Holly Springs Parkway

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

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. UNFINISHED BUSINESS

IV. NEW BUSINESS

- A. Discuss the Right-of-Way Services Rate Sheet for the Holly Springs Parkway Widening Project, Ph. II, from BM&K, PC

Presented By: Robert H. Logan, City Manager

- B. Discuss a proposal from Foresite Group, Inc. for Roundabout Landscape Design

Presented By: Robert H. Logan, City Manager

- C. Discuss a resolution to accept a loan from the Georgia Transportation Infrastructure Bank (GTIB) administered by the State Road and Tollway Authority (SRTA) and authorizing the City Manager to act in all matters pertaining to the City of Holly Springs' participation in the GTIB Loan administered by SRTA

Presented By: Robert H. Logan, City Manager

- D. Discuss a loan agreement between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority, and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

V. ADJOURNMENT

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. CONSENT AGENDA

1. February 1, 2021 Council Work Session and Special Called Meeting Minutes
2. February 22, 2021 Council Work Session and Business Meeting Minutes
3. Donation of K-9 Officer Odan to Sgt. Sam Rentz
4. Donation of K-9 Officer Lexi to Evan Azaroff
5. A Sales Order dated 2/22/2021 from Duplicating Products for two (2) Savin IMC3000-SS-Color Laser Multifunction Printers for a forty-eight (48) month lease term
6. A forty-eight (48) month Lease Agreement for two (2) Savin IMC 3000 Finisher, PFU, Punch, Fax machines, not to exceed a monthly payment amount of \$281.38 between Great American Financial Services Corporation and the City of Holly Springs, Georgia
7. A State and Local Government Addendum between Great America Financial Services Corporation and the City of Holly Springs, Georgia
8. An invoice #17492 from Cowan Signs, Inc. for the construction of the southern City of Holly Springs Gateway Monument sign in an amount not to exceed \$20,409
9. A quote for appraisal fees from BM&K, PC for the Holly Springs Parkway Widening Project, Phase II, in an amount not to exceed \$30,700

V. NEW BUSINESS

10. Approve/deny the Right-of-Way Services Rate Sheet for the Holly Springs Parkway Widening Project, Ph. II, from BM&K, PC

11. Approve/deny a proposal from Foresite Group, Inc. for Roundabout Landscape Design in an amount not to exceed \$7,500 and authorize the Mayor to execute the document
12. Approve/deny a resolution to accept a loan from the Georgia Transportation Infrastructure Bank (GTIB) administered by the State Road and Tollway Authority (SRTA) and authorizing the City Manager and/or the Finance Director to act in all matters pertaining to the City of Holly Springs' participation in the GTIB Loan administered by SRTA
13. Approve/deny a loan agreement between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority, and the City of Holly Springs, Georgia for the Holly Springs Parkway Widening Phase III project

VI. REPORTS

VII. EXECUTIVE SESSION

- Litigation
- Personnel
- Real Estate

X. ADJOURNMENT



www.bmandk.com

February 25, 2021

City of Holly Springs
Attn: Nancy Moon
3234 Holly Springs Parkway
P. O. Box 990
Holly Springs, GA 30142

RE: Holly Springs Parkway- Phase 2
City of Holly Springs
Cherokee County

Dear Mrs. Moon:

This is to advise that we can provide pre-acquisition and acquisition services as outlined on the attached Rate Sheet for Holly Springs Parkway Phase 2 project.

If you have questions regarding this issue please contact me or Mickie McJunkin at 404-291-9577.

Sincerely,

A handwritten signature in blue ink that reads "Donald B. Clerici". The signature is fluid and cursive, with the first name "Donald" being the most prominent.

Donald B. Clerici, P. E.
BM&K Construction and Engineering

City of Holly Springs
BM&K Construction & Engineering
Holly Springs Parkway-Phase II

2-25-21

Right of Way Services

PRE-ACQUISITION

Property Owners Meeting (If Required by City)	\$5,000.00
Coordination Services-Lump Sum per parcel (Includes) *Review Plans *Coordinate Plan Revisions *Review Titles *Attend Meetings *Prepare property management forms if needed *Prepare status reports *Meet with appraiser/reviewer to ride project *Assign appraisals *Monitor appraisals	\$500.00/Parcel
Title Coordination	\$150.00/parcel

ACQUISITION

Owner offer	\$2000.00/parcel
Other interest	\$1500.00/parcel
Drive easement	\$1500.00/parcel
Government interest	\$1500.00/parcel
Revised offers	\$800.00/parcel

Rate Sheet

RELOCATION

Provide Residential Moving Estimates	\$500.00/parcel
Relocation offer	\$2000.00/parcel
Relocation interviews	\$700.00/parcel

CLOSINGS

Prepare closing documents (To Include Deeds/ Legals/Plats, etc)	\$400.00/parcel
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ADMINISTRATIVE APPEALS

\$1500.00/parcel

CONDEMNATION

Coordination	\$500.00/parcel
Prepare Legal/Plats for Petitions	\$400.00/parcel

Fees increase January 1, 2022 by 3%.

March 5, 2021

VIA EMAIL

Rob Logan
City of Holly Springs - City Manager/Finance Director
City of Holly Springs
3235 Holly Springs Pkwy
Holly Springs, GA 30115

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #3: Roundabout Landscape Design
Holly Springs, Georgia**

Mr. Logan:

Foresite Group, LLC thanks you for the opportunity to submit this Proposal for Additional Services to the City of Holly Springs for providing Professional Design Services for the above referenced project. Our Project Understanding is detailed below, and the following Proposal details the Scope of Services, Additional Services, Fees, and Hourly Rate Schedule.

Project Understanding

Foresite Group has been requested to provide an add service proposal for landscape design of the existing Holly Springs Town Center Roundabout at Hickory Road and Betty Barrett Way.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Foresite Group will provide landscape, lighting, electrical and irrigation design for the roundabout.
2. Roundabout landscape design is limited to the area indicated in Exhibit 'A'. Irrigation and lighting design is limited to area within central roundabout paving only also indicated in Exhibit 'A'.
3. Design documents will be based on topographic survey and engineering CAD documents previously provided by the Client for the Town Center project.
4. ICS, a sub-consultant of Foresite Group, will provide irrigation design for the roundabout.
5. Weiser Engineering, a sub-consultant of Foresite Group, will provide site electrical and lighting design.
6. Irrigation and site electrical will tie into service from the Town Center project.
7. Grading and drainage is not included in this scope.

8. Hardscape design components shall include flagpoles and minimal paving within central roundabout.
9. Landscape revisions at perimeter of roundabout will be based on markups provided on TSW plans dated 4/15/2020.
10. Bidding will be managed and advertised by others.
11. Proposal scope and fees are valid from 90 days from date of proposal.

SECTION 1

Scope of Services

TASK 1 – Concept Design: *Foresite Group will complete the following:*

1. Develop (1) concept plan for hardscape and landscape within the center of the roundabout.
2. Review draft concept design with Client.
3. Incorporate Client comments into a final concept.
4. Client to approve final concept design prior to the design team proceeding on to the construction document phase.

Deliverables:

- *PDF of concept plan*

TASK 2 – Construction Documents: *Foresite Group will complete the following:*

1. Prepare 95% level construction plans to Client for final review. The construction plan set will include the following drawings:
 - a. Site Plan
 - b. Construction Details
 - c. Landscape Plan and Details
 - d. Irrigation Plan and Details
 - e. Site Electrical, Lighting Plan and Details
2. Submit construction plans to Client for review.
3. Incorporate Client's comments into final design.

Deliverables:

- *PDF of construction document plans*

SECTION 2

Additional Services

(items not included in this scope but can be provided at an additional fee)

1. Construction documents beyond those listed in the scope
2. Structural Design of retaining walls over 4' height
3. Cost Estimating
4. Permitting
5. Technical Specifications
6. Bidding Assistance
7. Construction Administration Assistance
8. Site Visits
9. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.

SECTION 3

Fees

Task	Task Fee
Task 1 – Concept Design	\$ 1,000.00
Task 2 – Construction Documents	\$ 6,500.00
Total	\$ 7,500.00

All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC., 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092.

Invoices are due to Owner's Representative no later than the 10th of each month for services rendered the previous month. Payment will be made on or before the 15th of the following month.

Hourly Rate Schedule

(To be Adjusted Annually)

Principal	\$ 225-285/hour
Practice Leader	\$ 195-225/hour
Director of Engineering, P.E.	\$ 195-205/hour
Division Director	\$ 150-205/hour
Senior Project Manager	\$ 150-195/hour
Senior Project Engineer, P.E.	\$ 150-185/hour
Project Manager	\$ 130-150/hour
Project Engineer, P.E.	\$ 125-150/hour
Project Landscape Architect, RLA	\$ 120-145/hour
Project Analyst	\$ 100-125/hour
Senior Designer	\$ 115-125/hour
Designer	\$ 95-105/hour
CAD Drafter	\$ 80-90/hour
Administrative Assistant	\$ 65/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign two copies of this Letter Agreement in the spaces below. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, LLC.

By: _____

Name: Jonathan Bullard, RLA

Title: Greenspace + Land Design Senior Project Manager

Date: March 5, 2021

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
Rob Logan
(Printed Name)

Title: _____
City Manager/Finance Director

Date: _____

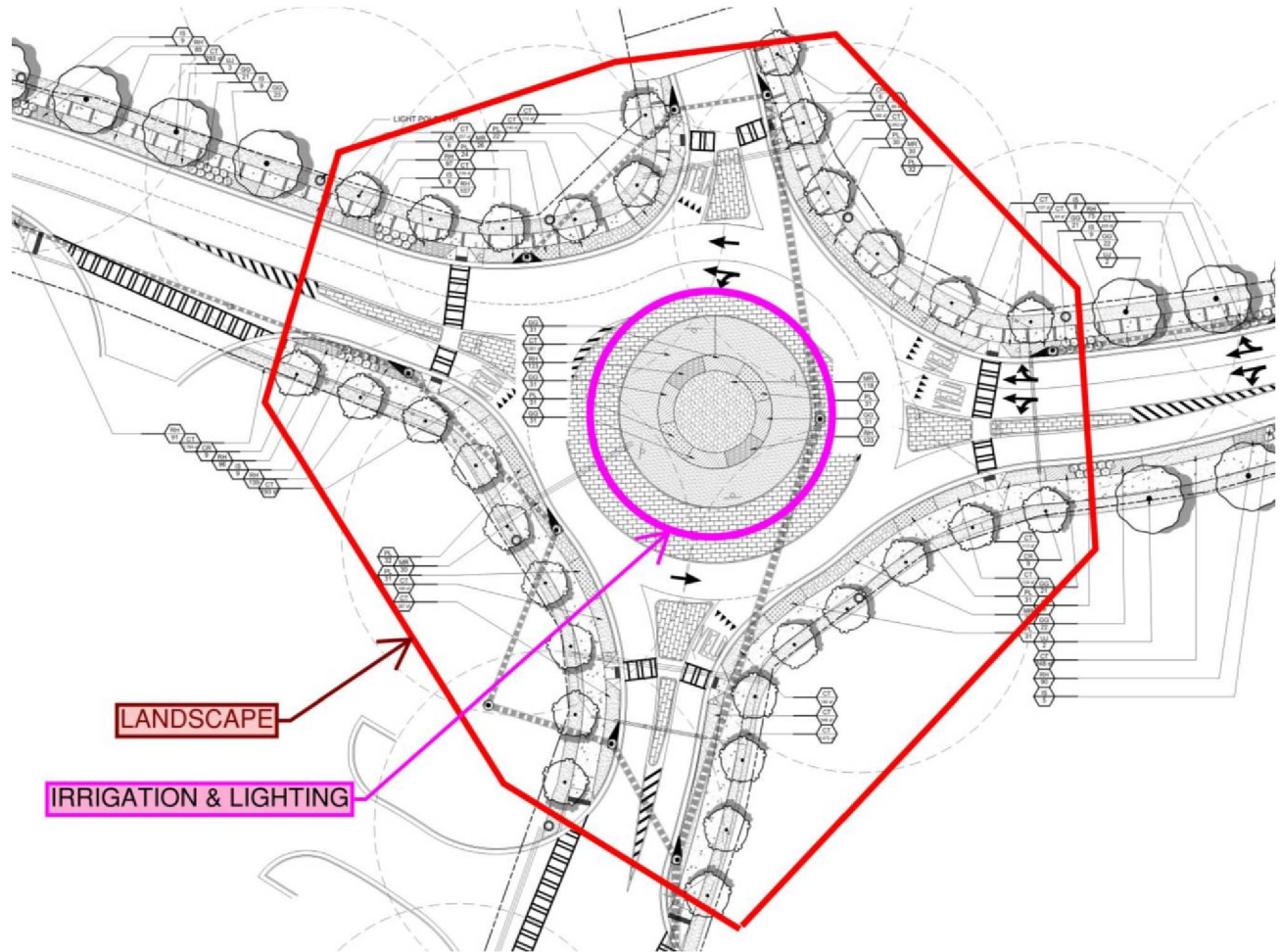
ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:

City of Holly Springs Downtown Development Authority
Dme.odyssey@gmail.com
Attn: David Edwards

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:

Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

Exhibit 'A'
Roundabout Scope Limits



A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS TO ACCEPT A LOAN FROM THE GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB) ADMINISTERED BY THE STATE ROAD AND TOLLWAY AUTHORITY (SRTA); AND AUTHORIZING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' PARTICIPATION IN THE GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB) LOAN PROGRAM ADMINISTERED BY THE STATE ROAD AND TOLLWAY AUTHORITY (SRTA)

WHEREAS, the State Road and Tollway Authority (SRTA) administers the Georgia Transportation Infrastructure Bank (GTIB) Loans and Grants Program for highly competitive transportation projects that have enhanced mobility and driven economic development in local communities throughout Georgia; and

WHEREAS, the State Road and Tollway Authority (SRTA) has awarded the City of Holly Springs the Georgia Transportation Infrastructure Bank (GTIB) Loan in an amount of \$6,000,000; and

WHEREAS, the funds from the loan will be used for the Holly Springs Parkway Widening Phase III Project; and

WHEREAS, the Mayor and City Council authorize the City Manager to act in all matters in connection with the Georgia Transportation Infrastructure Bank (GTIB) Loan and Grant Program through the State Road and Tollway Authority (SRTA)

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOLLY SPRINGS, GEORGIA, that

1. The City of Holly Springs is hereby accepting a loan from the Georgia Transportation Infrastructure Bank (GTIB) administered by the State Road and Tollway Authority (SRTA) in an amount of \$6,000,000.
2. The Mayor and City Council authorize the City Manager to act in all matters in connection with the Georgia Transportation Infrastructure Bank (GTIB) Loan and Grant Program through the State Road and Tollway Authority (SRTA).
3. The City of Holly Springs' officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 15th day of March 2021.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

LOAN AGREEMENT

This LOAN AGREEMENT (this “Agreement”), dated April 1, 2021 (“Effective Date”), is by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as the “Lender”), and the City of Holly Springs (the “Borrower”). Lender and Borrower may be collectively referred to as the “Parties” and individually as the “Party.”

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia communities with loans for the construction of certain eligible transportation projects;

WHEREAS, the Borrower seeks funding for the Project (as defined below), and

WHEREAS, the Lender agrees, upon the terms and conditions of this Agreement, to loan the Loan Amount to the Borrower (the “Loan”).

NOW THEREFORE, for and in consideration of the following terms and conditions, the sufficiency and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. DEFINITIONS. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this **Paragraph 1** or as otherwise defined in this Agreement.

- A.** *Administrative Fee* means an amount required to be paid to GTIB if this Loan is repaid for any reason, prior to the Maturity Date; such fee shall equal one percent (1%) of the Outstanding Loan Balance calculated as of the Business Day before such payment was made.
- B.** *Amortization Commencement Date* means the first day of the calendar month following the earlier of (1) the Completion Date or (2) the Expiration of the Spend Down Period or (3) the date the loan is fully disbursed.
- C.** *Authorized Borrower Representative* means the person who is designated by Borrower to act on behalf of the Borrower under this Agreement.
- D.** *Borrower Parties* means collectively, the Borrower, its agents, employees, directors, officers, contractors, subcontractors, suppliers, or others working at the direction of the Borrower or its contractor or any other person or entity working on Borrower’s behalf
- E.** *Business Day* means any day other than a Saturday, a Sunday or a day on which offices of the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in Atlanta, Georgia.
- F.** *Chief Executive Officer* means [] ex officio of Borrower.
- G.** *Closing* means the time of the closing of the Loan.
- H.** *Closing Fee* means an amount equal to one percent (1%) of the Loan Amount.

- I. *Completion Date* means the date of completion of the acquisition and construction of the Project as evidenced to the Lender by a certificate of completion signed by the Authorized Borrower Representative and approved by the Project Engineer.
- J. *Days* means calendar days unless specifically set forth otherwise in the Agreement.
- K. *Default Rate* means a rate of interest equal to five percent (5.00%) per annum.
- L. *Draw* means each advance under the Loan by the Lender to the Borrower under this Agreement.
- M. *Draw Request* means the Borrower's form of request for all or a portion of the Loan Amount as more specifically detailed in **Exhibit F/Draw Request**.
- N. *Eligible Costs* means items in the Project Budget, all of which are paid by or for the account of the Borrower in connection with the Project, related to preliminary engineering, traffic and revenue studies, environmental studies, right of way acquisition, legal and financial services associated with the development of the Project, construction, construction management, facilities, and other costs necessary for the Project as those items and the amounts allowed for each Eligible Cost is more specifically set forth in Exhibit A.
- O. *Event of Default* shall have the meaning set forth in **Paragraph 19A/Events of Default**.
- P. *Expiration of the Spend Down Period* means 5:00 P.M. EST on the last day of the Spend Down Period.
- Q. *Fixed Charges* means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles), including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.
- R. *Fixed Charges Coverage Ratio* means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.
- S. *Force Majeure* means delay or any failure of performance due to the occurrence of any of the following events that materially and adversely affects the performance of Borrower's or Lender's obligations, provided that such event (or the effect of such event) could not have been avoided by the exercise of caution, due diligence or reasonable efforts by the affected Party: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God, or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of such Party and such Party does not control the administrative agency or governmental officer or body; provided that in no event will the Borrower be relieved of its obligation to pay Installment Payments as and when due. In order to benefit from the excuse of Force Majeure, the affected Party must give written notice to the other Party of the occurrence of such event within five business days of the commencement of the force majeure event and must use all reasonable efforts to remedy or remove the force majeure event.
- T. *Governmental Authority* means any federal, state, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency,

authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America, including, without limitation, the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts on behalf of any of the foregoing, whether as an agency or authority of such body.

- U. *Income Available for Fixed Charges* means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, and (iv) payments under long-term leases.
- V. *Installment Payment* means the amount equal to the monthly installment of principal and interest required to fully amortize the then Outstanding Loan Balance of the Promissory Note at the rate of interest on the Promissory Note, on the basis of equal monthly debt payments from the Amortization Commencement Date to and including the Maturity Date.
- W. *Lender Parties* means collectively, the State, the Georgia Transportation Infrastructure Bank, SRTA and their agents, employees, directors, officers, boards, assigns and designees.
- X. *Loan Amount* means Six Million Dollars (\$6,000,000.00).
- Y. *Loan Application* means collectively, the loan application, exhibits and other documents referenced therein and associated documentation completed by Borrower and furnished to the Lender prior to the Effective Date.
- Z. *Loan Documents* means this Agreement and its exhibits and the Promissory Note and its exhibits, and either document may be referred to individually as a Loan Document.
- AA. *Loan Purpose* means the reason for which the Loan is being granted by Lender to Borrower as the Loan Purpose is more specifically set forth in **Exhibit A/Project Information**.
- BB. *Material Adverse Effect or Material Adverse Change* means a material adverse change in (a) the Project or the business, property or financial condition of the Borrower, (b) the ability of the Borrower to perform or comply with any of its material obligations under the Loan Documents or the Project Contracts to which it is a party, or (c) the Lender's rights or benefits available under this Agreement.
- CC. *Maturity Date* means the earlier of (i) the tenth (10th) anniversary of the Amortization Commencement Date and (ii) the date of any acceleration of the Loan.
- DD. *Other Funding* means other funding for the Project that Borrower has already obtained or otherwise received commitments for, which is more specifically set forth in the Loan Application.
- EE. *Other Loan Payments* means all other amounts due Lender from Borrower under this Agreement except for the Closing Fee, Administrative Fee and Installment Payments.
- FF. *Outstanding Loan Balance* means the aggregate principal amount drawn by the Borrower and then outstanding with respect to the Loan as determined in accordance with Paragraph 10/ Payment of a Draw from time to time.
- GG. *Payment Date* means the first day of each month during the Payment Period in which an Installment Payment is payable or the day on which any other payment is due.
- HH. *Payment Default* has the meaning set forth in **Paragraph 19Ai**.

II. *Payment Period* means the period commencing on the Amortization Commencement Date to and including the Maturity Date.

JJ. *Project* means the project listed on Exhibit A on or near the address/location listed on Exhibit A.

KK. *Project Budget* means the estimated cost to complete the Project as more specifically set forth in Exhibit A/Project Information showing a summary of all Eligible Costs within the Project Budget and the designation of that portion of the Loan Amount for the Project that may be used to pay for designated Eligible Costs.

LL. *Project Contracts* means all agreements entered into by Borrower that relate in any way to the Project and/or the purchase of real property on which all or a portion of the Project will be located.

MM. *Project Engineer* means [_____].

NN. *Promissory Note* means collectively, the promissory note, of even date herewith, executed by the Borrower in favor of the Lender in the principal amount equal to the Loan Amount, and any extensions, renewals, and modifications that are approved in writing (and in its sole discretion) by Lender and signed by Borrower.

OO. *Spend Down Period* means the three (3) year period beginning on the Effective Date within which the Borrower may draw up to the full amount of the Loan to pay for Eligible Costs.

PP. *State* means the State of Georgia.

QQ. *Substantial Completion* means the opening of the Project to vehicular or passenger traffic or a comparable event.

2. LOAN. Borrower shall use the Loan for the Loan Purpose only, subject to the terms and conditions of this Agreement. The Loan is a draw-down loan, in which the Lender will advance amounts to the Borrower, pursuant to **Paragraph 10/Payment of a Draw**. Borrower may only use the proceeds of the Loan for Eligible Costs, and only after such Eligible Costs have been incurred by the Borrower. Each Draw shall reduce the Lender's loan commitment hereunder and repaid amounts may not be re-borrowed. The Lender's commitment to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the State and Local Roadway Non Grant Account held by the Lender and from no other source of funds, including but not limited to other funds of the Lender or the State.

3. PROMISSORY NOTE. The Loan shall be evidenced by the Promissory Note. The Promissory Note shall be the same as the form attached to this Agreement as **Exhibit B/Promissory Note**.

4. TERM. The term of the Agreement shall extend from the Effective Date to the Maturity Date or to such earlier or later date as all amounts due or to become due to the Lender pursuant to this Agreement have been paid.

5. PROJECT BUDGET. The amount of the Project Budget is set forth in **Exhibit A/Project Information**. Borrower has already obtained or otherwise received Other Funding that will be used to pay for certain expenses included in the Project Budget but not for Eligible Costs, to the extent proceeds of the Loan will be used to pay for such Eligible Costs. Borrower must notify the Lender within ten (10) days of (i) any increases to the Project Budget in excess of five percent (5%) and (ii) any changes that may result in the reduction and/or elimination of some or all of the Other Funding. The Borrower agrees that the Loan Amount will not be used for expenses incurred or paid for by Borrower before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Lender.

6. SPEND DOWN PERIOD. The Borrower may draw up to the full amount of the Loan to pay for Eligible Costs during the Spend Down Period. During the Spend Down Period, no interest on the amounts disbursed pursuant to this Agreement shall be assessed or accrue. Borrower is not required to make any payments, other than the Closing Fee or Administrative Fee (if applicable), to the Lender during the Spend Down Period. Borrower may not seek any further Requests for a Draw nor have any right to any undisbursed Loan Amounts on or after the Expiration of the Spend Down Period, unless the Lender, in its sole discretion, consents to a new deadline in writing. Upon the Expiration of the Spend Down Period or if earlier the Amortization Commencement Date, interest will accrue on the Outstanding Loan Balance, the Loan Amortization Schedule will be calculated, and Borrower's obligations to make Installment Payments shall commence as more specifically detailed in **Paragraph 7/Interest, Fees and Other Expenses** and in the Promissory Note.

7. INTEREST, FEES AND OTHER EXPENSES. The Borrower shall pay the following interest, fees, and other charges:

A. Interest Rate. The Loan shall bear interest at the rate per annum specified in the Promissory Note. Commencing on the Amortization Commencement Date, interest will be computed on the Outstanding Loan Balance from time to time on the basis of a 365 or 366-day year, for the actual number of days elapsed; provided, however, in the event of a Payment Default, the Borrower shall also pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

B. Outstanding Loan Balance. The Outstanding Loan Balance will be (i) increased on each occasion on which the Lender shall disburse loan proceeds, by the amount of such disbursement of loan proceeds, and (ii) decreased upon each payment or prepayment of the principal amount of the Loan, by the amount of principal so paid. Within fifteen (15) business days of the Amortization Commencement Date, Lender will provide Borrower with a Loan Amortization Schedule. The Lender shall make applicable revisions to the Loan Amortization Schedule pursuant to **Paragraph 8/Payment of Amounts Due** within fifteen (15) business days of any prepayment of the Loan or other change affecting the Outstanding Loan Balance and the Lender shall provide the Borrower with copies of the Loan Amortization Schedule as revised. **Notwithstanding any provision to the contrary no failure to provide nor delay in providing the Borrower with such copies of the Loan Amortization Schedule shall affect any of the obligations of the Borrower under this Agreement or under any of the Loan Documents.**

C. Closing Fee. The Borrower shall pay a Closing Fee that is due at the Closing. At Borrower's option, Borrower may pay the Closing Fee with proceeds from the Loan by completing a Draw Request prior to the Closing.

D. Lender Expenses. Lender shall be responsible for all of its expenses incurred except as set forth in this **Paragraph 7D and Paragraph 7E**, or specifically set forth elsewhere in this Agreement.

i. *Modification of Loan.* In the event of any modification, extension, refinancing or workout of the Loan, as may be allowed under the Loan Documents, Borrower, if requested by Lender, shall pay all of Lender's reasonable costs and expenses, including but not limited to reasonable attorneys' fees and costs incurred by the Lender.

ii. *Preservation and Enforcement of Lender's Rights.* The Borrower shall pay all of Lender's costs, expenses and fees, including but not limited to reasonable attorneys' fees and costs, incurred in connection with the preservation of Lender's rights under, the enforcement of, or the termination of any Loan Document or any amendment, waiver, or consent relating thereto, provided in the event of the collection of the Promissory Note at maturity (whether stated maturity or upon acceleration of the Loan) Borrower shall pay attorneys' fees to the Lender in an amount equal to 15% of the principal and interest due and owing on the Promissory Note.

Such Other Loan Payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the items the cost of which is the Borrower's responsibility. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of Lender's statement by the Borrower.

E. Borrower Expenses. In addition to the Closing Fee, Administrative Fee (if applicable) and Installment Payments, the Borrower shall pay any and all costs, expenses, charges and fees incurred by it, including but not limited to attorneys' fees and costs incurred by Borrower as a result of completing the Loan Application, the Closing, negotiating and/or complying with the Loan Documents, or otherwise in any way relating to or arising out of the Loan Documents.

8. PAYMENT OF AMOUNTS DUE.

A. Prepayment. The Loan may be prepaid in accordance with the terms and conditions of the Promissory Note. If the Loan is prepaid, the Borrower shall be required to pay an Administrative Fee each time any prepayment is made.

B. Borrower's Obligation to Make Installment Payments. The Borrower agrees to make the Installment Payments in accordance with this Agreement and the Promissory Note on each Payment Date, commencing on the Amortization Commencement Date, and on each other date (including, without limitation, the Maturity Date and any date on which payment is due by reason of the acceleration of the maturity of the Loan) on which payment is required to be made pursuant to the Loan Documents.

C. Other Loan Payments. The Borrower agrees to pay all Other Loan Payments in accordance with this Agreement and the Promissory Note on the date on which payment is required to be made pursuant to the Loan Documents.

D. Manner of Payment. All payments under this Agreement and the Promissory Note shall be made electronically on or before each Payment Date in immediately available funds in accordance with payment instructions provided by Lender contemporaneously with the execution of the Loan Documents, as modified in writing from time-to-time by Lender.

9. AUTHORIZED BORROWER REPRESENTATIVE AND SUCCESSORS. The person listed in **Paragraph 24G/Notices**, to receive notices on behalf of Borrower shall be the Authorized Borrower Representative. Borrower's Chief Executive Officer may subsequently designate in writing an alternate(s).

10. PAYMENT OF A DRAW.

A. Conditions to Each Draw. At the time of each Draw (i) there shall then exist no Event of Default, defined in **Paragraph 19/Events of Default/Remedies** or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default, (ii) since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no Material Adverse Change, and (iii) the Draw to be made shall not cause the percentage of Project costs funded to date by the Loan to exceed the total percentage of such Project costs budgeted to be funded to date by the Loan as shown on the Project Budget listed in **Exhibit A/Project Information**.

B. Draw Request. The Lender agrees to make disbursements of the Loan to the Borrower in accordance with this **Paragraph 10** and the Project Budget. Borrower shall deliver to the Lender a Draw Request no later than 5:00 P.M. EST on the 20th day of each month subsequent to the month in which work that will be paid for, in whole or in part, with the Loan Amount was performed. The form of the Draw Request is attached as **Exhibit F/Draw Request**. Supporting documentation shall be submitted with the Draw Request as is more detailed in **Exhibit F/Draw Request**. If a particular line item of work is being paid by the Borrower on a lump sum basis, the amount that the Borrower may request each month for such work

is to be determined by the percentage of that work completed or by task milestones or deliverables achieved. The Borrower will complete a signature form designating those officials authorized to sign Draw Requests. Each Draw Request must be signed as designated by the Borrower on the signature form. The Borrower must attach to each Draw Request a completed Project Engineer certification in the form as set forth in **Exhibit G/Engineer's Certification** and signed by the Project Engineer.

C. Monitoring/Audits. Upon request, the Borrower agrees to provide the Lender or Lender's designee with any information the Lender deems necessary to monitor the performance of the Project or any matter under the Loan Documents, and further agrees that the Loan Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Borrower under this Loan Agreement. The Borrower understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify the Borrower from receiving any further Draws, loans or other grants from the Lender until such time as the Borrower, in Lender's sole determination, satisfactorily resolves any issues.

D. Verification. The Lender or its designee shall have the right but not the obligation, to verify the contents of each Draw Request and Borrower's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Borrower or the Project Engineer or other appropriate person or entity questions concerning the Project. Borrower agrees that it will cooperate with and assist the Lender in all ways reasonably necessary to allow the Lender to perform verification and respond to any of the Lender's questions within seven (7) business days of the Lender's request. If Lender cannot verify the contents of any Draw Request or verify that Borrower is complying with the terms of this Agreement and the other Loan Documents, then Lender will advise the Borrower of its findings. The Borrower shall then have ten (10) business days in which to submit additional information or perform actions requested by Lender so that the Lender is able to verify compliance. If Lender is still unable to verify compliance as set forth above or if the Borrower fails to furnish the required information within the stated timeframe, then the Lender will disapprove the Draw Request and/or pursue its rights under **Paragraph 19/Events of Default/Remedies**.

E. Monthly Draws. The Borrower shall submit Requests for a Draw not more frequently than monthly.

F. Disbursement of Loan Amount. Provided all the conditions in **Paragraph 10 and Exhibit F/Draw Request** have been met to Lender's satisfaction, Lender will approve disbursement of an appropriate portion of the Loan Amount within ten business days of the later of verification, if any, undertaken by the Lender pursuant to **Paragraph 10D/Verification** and Lender's receipt of a correct and complete Draw Request. Within twenty-one (21) days from the Lender's approval of a valid Draw Request, the Lender will transfer the amount to an account designated by the Borrower. Disbursement of all or a portion of the Loan Amount shall not be interpreted as Lender's acceptance or agreement that the work was performed in compliance with this Agreement, with any other agreement, or with any other applicable law, rule, regulation or ordinance, regardless of whether the Lender performed monitoring/audits as set forth in **Paragraph 10C/Monitoring, Audits** or verification as set forth in **Paragraph 10D/Verification**.

11. ACCOUNTABILITY.

A. Accounting. Borrower will account for the Loan Amount in accordance with generally accepted governmental accounting standards, consistently applied. Borrower will also account for the Loan Amount and keep track of the application of the Loan Amount in such a way that Borrower's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Loan Amount, Borrower will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

B. Audit. Borrower will allow, obtain and cooperate with any audit or investigation of Loan administration requested or undertaken by the Lender, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Loan Amount, Borrower will require such parties to promise also to allow and cooperate with such audits. The requirements of this **Paragraph 11B** are in addition to those contained in **Paragraphs 10D/Verification and 10F/Disbursement of Loan Amount**.

C. Records Retention. Borrower will maintain the records described in **Paragraph 11A/Accounting** for at least five (5) years after Borrower has fully repaid to the Lender all funds advanced to Borrower.

D. Written Contracts. Any expenditure of, or obligation to expend all or a portion of the Loan by Borrower to a third party must be pursuant to a written contract.

12. REPRESENTATIONS AND WARRANTIES. The undersigned officials of Borrower hereby certify as of the effective Date and with each Draw Request that they are the duly appointed, qualified, and acting officials of the Borrower, that they have all authority necessary to execute this Agreement on behalf of the Borrower, and hereby warrant and represent to the Lender for and on behalf of the Borrower that:

A. Creation and Authority. The Borrower is a public body duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Loan Documents and to perform Borrower's obligations thereunder.

B. Pending Litigation. Except as disclosed in writing to the Lender in the written Loan Application, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any Governmental Authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the activities, prospects, taxes, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Loan Documents, or the transactions contemplated by the Loan Documents or which, in any way, would adversely affect the validity or enforceability of the Loan Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated in the Loan Documents, or the property on which the Project is located or the Project itself; nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such action, suit, or proceeding. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal.

C. Loan Documents are Legal and Authorized. The execution and delivery by the Borrower of the Loan Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower, (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any charter document, or other document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or the property upon which the Project is located is otherwise subject or bound, or any license, law, statute, rule, regulation, ordinance, judgment, order, writ, injunction, decree, or demand of any court or other Governmental Authority having jurisdiction over the Borrower or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Loan Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Loan Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

D. Governmental Consents. Neither the Borrower nor the property upon which the Project is located, nor the Project itself, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Loan Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of the Borrower in connection with the execution, delivery, and performance of the Loan Documents or the consummation of any transaction therein contemplated, except as have already been obtained or made on or before the Effective Date, and which remain effective on the Effective Date.

E. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default (defined in **Paragraph 19/Events of Default/Remedies**) or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

F. Compliance with Law. To the knowledge of the Borrower, after making due inquiry thereof, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the property on which the Project is located or the Project itself are subject and the Borrower has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of the property on which the Project is located or to the conduct of Borrower's affairs, which violation or failure to obtain might materially and adversely affect the property on which the Project is located or the Project itself, or the activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

G. Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, with respect to its activities, the property on which the Project is located, the Project itself, or the assets or operations of the Borrower, which could reasonably be expected to interfere with its performance of its obligations under the Loan Documents or to have a Material Adverse Effect on the Borrower, except as disclosed in writing to the Lender. The Loan and the incurrence of indebtedness by the Borrower under the Loan Documents does not violate any covenant or term of any contract or agreement by which the Borrower is bound and that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Loan Documents.

H. Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition of any property on which the Project will be located, or the construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under either the Loan Document or any of the documents or transactions contemplated therein, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated therein.

I. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all Governmental Authorities having jurisdiction over any portion of the Project.

J. Financial Statements. The financial statements of the Borrower that have been and will be (as required in this Agreement) provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows for the periods covered thereby, all in conformity with generally accepted accounting principles for governmental entities (subject to normal year-end adjustments in the case of interim statements). Since the date of the most recent annual financial statements for the Borrower delivered prior to the Effective Date to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

K. Property. The property upon which the Project will be located is wholly owned by the Borrower and all easement and prescriptive rights needed for the Project have been obtained.

L. Reaffirmation. Each Draw Request by the Borrower under the Loan shall automatically constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the Draw Request.

M. Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, of even date herewith, are incorporated herein by this reference, and are true and correct as of the Effective Date.

N. Loan Application. (i) All of the information contained in the Loan Application was and will remain until the termination of this Agreement, complete, accurate and correct. (ii) The Borrower is not aware of any circumstances that may cause any information included in the Loan Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

O. Draw. All of the information that will be included in each Draw Request and the certifications, furnished to Lender as required in Paragraph 10B/Draw Request will be true and correct.

13. SECURITY FOR PAYMENT UNDER LOAN DOCUMENTS.

A. Pledge of Full Faith and Credit. As security for the payments required to be made and the obligations required to be performed by the Borrower under the Loan Documents, the Borrower, to the extent allowed by law, hereby pledges to the Lender its full faith and credit and revenue-raising power (including but not limited to its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Loan Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Loan Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Loan Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Loan Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this **Paragraph 13**, then the fiscal officers of the Borrower are hereby authorized and directed and agree to set up as an appropriation on their accounts in the appropriate

fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Loan Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

B. Obligation to Levy Ad Valorem Tax. The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Loan Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Loan Documents. Borrower shall not obligate those sums appropriated for payment in full under the Loan Documents to be used for any other debts owed or to be owed by Borrower. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Loan Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

14. CONTINUING OBLIGATIONS OF BORROWER. The Borrower agrees to comply with the following so long as this Agreement is in effect:

A. Information. Upon Lender request, the Borrower shall deliver to the Lender, not less than 180 days after the end of each fiscal year of the Borrower (which shall end December 31, unless otherwise agreed to by Lender), a copy of the Borrower's annual financial statements prepared in accordance with generally accepted accounting principles for governmental entities, consistently, applied, which shall be accompanied by (1) an audit report resulting from an audit conducted by a firm of independent certified public accountants in conformity with generally accepted auditing standards and (2) a certificate of the Borrower (i) to the effect that the Borrower is not in default under any provisions of the Loan Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (ii) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower as at December 31 of such fiscal year. The Borrower also shall promptly provide the Lender (1) upon Borrower's receipt, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (2) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

B. Access to Property and Records. The Borrower agrees that the Lender and its duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the property upon which the Project is located at all reasonable times for the purpose of examining and inspecting the Project, including the construction thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. Lender shall also have the right at all reasonable times, and with reasonable prior notice, to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

C. Agreement to Construct the Project. The Borrower agrees to complete the construction of the Project as promptly as practicable and with all reasonable dispatch.

D. Establishment of Completion Date. The Completion Date shall be evidenced to the Lender by a certificate of completion signed by the Authorized Borrower Representative and approved by the Project Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and this Agreement and all labor, services, materials, and supplies used in such design and construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this **Paragraph 14D** to be furnished as soon as the construction of the Project has been completed.

E. Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio as at December 31 of any fiscal year to be less than 1.20.

F. Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Promissory Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate of even date herewith and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

G. Acquisition of Property. If the Loan Purpose is, in whole or in part, the acquisition of real property, then (i) such acquisition will be made and the property shall be owned by the Borrower without the property being subordinate to the interests of any third party, with the exception of easements that will not impair Borrower's use of the property for the Project, (ii) the proceeds from the Loan advanced for the acquisition shall be utilized solely for the purpose of acquiring the property and approved closing costs, and (iii) the property shall be used solely for the Project.

H. Notice. The Borrower shall, within five (5) Business Days after the Borrower learns of the occurrence, give the Lender notice of any of the following events, setting forth details of such event:

- i. An Event of Default or any event which, given notice or the passage of time or both, would constitute an Event of Default;
- ii. The filing of any actual litigation, suit or action, or the delivery to the Borrower of any written claim, which could reasonably be expected to have a Material Adverse Effect; and
- iii. The occurrence of any other event or condition, which could reasonably be expected to result in a Material Adverse Effect.

15. INDEMNIFICATION.

A. Indemnification. In addition to the other amounts payable by the Borrower under this Agreement including, without limitation, **Paragraph 7/Interest, Fees and other Expenses**, the Borrower hereby agrees to pay and defend, indemnify and hold harmless the Lender Parties from and against all personal injury, including but not limited to death, and real and personal property damages and any other claims, liabilities, losses, causes of action, costs, expenses, fees, including but not limited to reasonable attorneys' fees and experts' fees (each, a "Claim" and collectively, "Claims"), that the Lender Parties may (other than as a result of the gross negligence or willful misconduct of the Lender Parties) incur or be subjected to (whether asserted by a third party or arising from or related to the enforcement of the Loan Documents against Borrower, provided that attorneys' fees of Lender in connection with the collection of the Promissory Note at maturity shall be governed by Paragraph 7Dii) as a consequence, directly or indirectly, of (i) any act or omission of the Borrower Parties, (ii) the breach or default under any Loan Document by the Borrower (iii) any actual or proposed use of any proceeds of the Loan or the

Borrower's entering into or performance under any Loan Document; (iv) allegations of participation or interference by the Lender Parties in the management, contractual relations, or other affairs of the Borrower; (v) allegations that the Lender Parties have joint liability with the Borrower to any third party as a result of the transactions contemplated by the Loan Documents; (vi) any suit, investigation, or proceeding as to which the Lender Parties are involved as a consequence, directly or indirectly, of Lender's execution of any of the Loan Documents, the making of the Loan, or any other event or transaction contemplated by any of the Loan Documents; or (vii) the conduct or management of, or any work or thing done on, the Project and any condition of or operation of the Project. This indemnification applies even if a tort or negligent act of the Lender Parties is partially responsible for the circumstances giving rise to the Claim. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Borrower agrees to reimburse the Funds for such monies paid out by the Funds.

B. Waiver and Release; Covenant Not to Sue. The Borrower expressly acknowledges that the Lender Parties, in providing the Loan to Borrower, have neither assumed nor undertaken any legal duties to the Borrower or to any third party. The Borrower irrevocably waives any and all claims, causes of action, rights to sue and demands against the Lender Parties for, and releases the Lender Parties from, any damages or liabilities of any nature whatsoever that may result from or arise out of the disbursement of the Loan Amount hereunder or the administration of the Loan or the enforcement of the Loan Documents by Lender, even if such claims, causes of action, rights to sue or demands are made against the Borrower and even if the Lender Parties knew of the existence of such claims, causes of action, rights to sue or demands. Borrower further understands and agrees that monitoring, auditing and/or verification performed by the Lender pursuant to **Paragraphs 10C/Monitoring, Audits and 10D/Verification** is solely for Lender's use and shall not be interpreted or used by Borrower as Lender's approval or acceptance of the work in compliance with this Agreement or in compliance with any other agreements or applicable laws, rules, regulations and ordinances. Borrower further waives as against the Lender Parties, and releases the Lender Parties from, all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to attorneys' or experts' fees, and damages of any kind related in any way to verification or certification. The Borrower irrevocably covenants not to sue the Lender or any other Lender Party for any waived or released claim, cause of action, right to sue or demand.

C. Limitation of Liability. In no event shall the Lender Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits or lost taxes, arising out of the Loan Documents or the transactions contemplated hereby.

16. CONFLICTS OF INTEREST. The Borrower hereby attests that all of the officials and/or members of the Borrower have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

17. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances and as otherwise set forth in the Loan Application. The Borrower will also comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to those that govern the procurement of goods and services.

18. OPEN MEETINGS. The Borrower certifies that in approving this Agreement, it has complied with the requirements of Chapter 14 of Title 50 of the Official Code of Georgia Annotated regarding open meetings.

19. EVENTS OF DEFAULT/REMEDIES

A. Events of Default. Each of the following events shall constitute an Event of Default under each of the Loan Documents:

- i. Payment Default. Failure by the Borrower to make any payment with respect to this Agreement and/or the Promissory Note (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise) and the continuance thereof for a period of three (3) days after, as applicable, the date upon which payment is due, or three (3) days after notice is given by Lender; provided however, Lender shall only be required to provide notice of a failure to pay once in any twelve (12) month period;
- ii. Non-conforming Use. All or a portion of the Loan Amount was or will be spent or contractually committed for purposes outside the Loan Purpose or otherwise in violation of this Agreement or law and the continuance thereof for a period of ten (10) days after notice is given by Lender;
- iii. Revised Scope of the Project. [There is a change in the scope of the Project such that the revised scope of Project, if originally included in the Loan Application, would have resulted in the rejection of the Loan Application;]
- iv. Revised Project Budget. [A change in the Project Budget such that the revised budget, if originally included in the Loan Application, would have resulted in the rejection of the Loan Application;]
- v. Bankruptcy/Receivership. Any of the following occurs: (i) the Borrower becomes insolvent (either because its liabilities exceed its assets or because it is unable to pay its debts as they fall due) or liquidation or dissolution of the Borrower begins; (ii) a voluntary or involuntary bankruptcy petition is filed by or against the Borrower under the United States Bankruptcy Code or any similar petition under any state insolvency law; (iii) an assignment is made by the Borrower for the benefit of creditors; or (iv) a proceeding for the appointment of a receiver, custodian, trustee, or similar agent are initiated with respect to the Borrower, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Days.
- vii. Breach of Representation or Warranty. Any representation or warranty made by the Borrower in any Loan Document shall be false or misleading in any material respect on the date as of which made or deemed made pursuant to **Paragraph 12L/Reaffirmation** and the continuance thereof for a period of ten (10) days after notice is given by Lender;
- viii. Breach of Fixed Charges Coverage Ratio. The Fixed Charges Ratio as reported in any annual financial statements under Paragraph 14A, is less than 1.20.
- ix. Additional Breach. Any default by the Borrower in the performance or observance of any term, condition or provision contained in any Loan Document and not referred to in **Paragraphs 19Ai through 19Aviii** above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof (if SRTA believes Borrower is using its best efforts to cure any breach included in this **Paragraph 19A** then SRTA, in its sole discretion, may extend in writing the cure period provided for herein);
- ix. Default in Payment Obligations to Third Parties. Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under notes payable or drafts accepted representing extensions of credit), or default in the performance of any other agreement, term, or condition contained in any contract under which any such

obligation is created, guaranteed, or secured if the effect of such default is to permit such obligation to become due prior to its stated maturity;

- x. Default in Other Payment Obligations to Lender. Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to cause such obligation to become due prior to its stated maturity;

viii. Dissolution. The dissolution of the Borrower;

- x. Material Adverse Change. Any Material Adverse Change has occurred; or

- xi. Miscellaneous. The occurrence of any other event or condition as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired, and which event or condition shall continue for ten (10) days after the Lender gives the Borrower written notice thereof.

B. Remedies. If one or more Events of Default should occur, then Lender may declare the Borrower to be in default hereunder by sending Borrower a written notice, and immediately upon such notice Lender may exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the Lender may have:

- i. Terminate the credit provided herein and all future Draws, and declare the Promissory Note immediately due and payable, whereupon all outstanding principal and interest and any other amounts owed Lender shall become immediately due and payable, provided no such declaration (or notice of any kind) shall be required, and acceleration shall be automatic, upon occurrence of an event set forth in **paragraph 19 Av**;

- ii. Take whatever action at law or in equity or under the terms of the Loan Documents may appear necessary or desirable to collect the amounts disbursed under the Loan and other amounts payable by the Borrower pursuant to the Loan Documents then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Loan Documents, including but not limited to requiring the Borrower to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the Lender under this Agreement have been fully paid; and/or

- iii. In the event of a failure of the Borrower to pay any amounts due to the Lender under the Loan Documents within fifteen (15) days of the due date thereof, the Lender shall perform its duty under O.C.G.A. § 50-23-20 to notify the director of the Office of Treasury and Fiscal Services of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to O.C.G.A. § 50-23-20 to the payment of the overdue amounts under the Loan Documents.

C. Withholding of Other Funds for Unresolved Findings. The Lender may in its sole discretion withhold from Borrower any other grants or loans or Draws under this Loan so long as any audit or report findings respecting the Loan remain unresolved as determined by the Lender in its sole discretion or during any other time in which Borrower is not in compliance with this Agreement, as determined by the Lender in its sole discretion

D. Borrower Responsible for Lender's Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, attorneys' fees incidental to the enforcement of any term of the Loan Documents, on the terms stated herein, shall be an indebtedness

of the Borrower, evidenced by the Promissory Note and this Agreement, even though such sums when added to the funds previously advanced under this Agreement shall exceed the face amount of the Promissory Note and the Loan Amount.

E. Reservation of Rights. Nothing in this Agreement shall be deemed to be a waiver by Lender of any statutory protection afforded to it or limit the right of the Lender (i) to exercise self help remedies, including but not limited to set off or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief.

F. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Loan Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Borrower irrevocably waives its application.

20. ASSIGNMENT OR SALE BY LENDER. The Loan Documents, and the obligation of the Borrower to make payments thereunder, may, without Borrower consent, be sold, assigned, or otherwise transferred in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect their respective interests in the Loan Documents.

21. TERMINATION. At such time as the Lender is no longer obligated under this Agreement to make any further Draws and all principal, interest, and other amounts owing under the Loan Documents and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

22. SIGNS. Lender shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in Lender's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs do not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety.

23. EXHIBITS. The following Exhibits are incorporated by reference into and made a part of the Agreement:

Exhibit C- Loan Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Project Information

Exhibit B- Promissory Note

Exhibit D- Extract of Minutes/Resolution of Governing Body

Exhibit E- Opinion of Borrower's Counsel

Exhibit F- Form of Draw Request

Exhibit G- Engineer's Certification

Exhibit H- Special Conditions

24. MISCELLANEOUS.

A. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are incorporated into this Agreement.

B. Compliance with laws. The Borrower shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws, rules, regulations, ordinances, orders and approvals, including but not limited to procedures and requirements relating to labor, health and workers' compensation standards and requirements, equal employment opportunity, nondiscrimination, compliance with the Americans with Disabilities Act, safety, anti-solicitation, and auditing and reporting provisions, now or hereafter in effect.

C. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and permitted assigns.

D. Time of the Essence; Force Majeure. Time is of the Essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to circumstances arising from Force Majeure events.

E. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Any suit on a claim arising from this Agreement must be brought exclusively in the Superior Court of Fulton County, Georgia.

F. Assignment. Borrower may not assign or delegate all or part of this Agreement to a third party without the prior written permission of Lender, which may be granted or refused at the sole discretion of Lender. Lender may assign this Agreement as provided in **Paragraph 20** at any time and without Borrower approval. Any assignment or delegation made by Borrower in violation of this **Paragraph 24F** shall be automatically null and void.

G. Notices. All notices, notifications, requests, or other communications hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the parties at the respective addresses set forth below. Requests for a Draw may also be sent by U.S. Mail, postage prepaid. Notices will be deemed to have been given when received, unless otherwise noted in the Contract. If a party refuses to accept delivery or fails to take delivery, notice shall be deemed given on the day delivery is first attempted. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the parties at the respective addresses set forth below.

For Lender:

Att: Cindy Treadway
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, Georgia 30303
Phone: (404) 893- 6186
Email: ctreadway@srta.ga.gov

For the Borrower:

Att: Nancy Moon
P.O. Box 990
Holly Springs, GA 30142
(770) 345-5536
nmoon@hollyspringsga.us

H. Compliance with Laws; Taxes. The Borrower will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

I. Remedies Cumulative. The rights and remedies of the Lender under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

J. Waiver. The waiver by the Lender of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof.

K. No Third Party Beneficiaries. Except with reference to the protection afforded the Lender Parties as specifically set forth throughout this Agreement, nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

L. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context shall otherwise require, references to any Person shall be deemed to include such Person’s successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

M. Counterparts; Electronic Signatures. The Parties may execute this Agreement in counterparts. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an email message.

N. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 24E/Governing Law and Venue**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party and in favor of the other because such Party is alleged to have drafted this Agreement.

O. Survival. **Paragraphs 7/Interest, Fees and Other Expenses, 10/Payment of Draw, 11/Accountability, 12/Representations and Warranties, 15/Indemnification, 17/Laws, 19/Events of Default and Remedies, and 24/Miscellaneous, and Exhibit B/Promissory Note** shall survive the termination for whatever reason of this Agreement.

P. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The Lender shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document prepared by the Borrower which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

Q. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the Parties agree that it is their intention that such invalid or unenforceable provision shall be enforced and binding to the fullest extent permitted by law, as though such provision had been written in such a manner and to such an extent as to be valid and enforceable under the circumstances.

R. Special Conditions. Any special conditions applicable to this Agreement are set forth in **Exhibit H/Special Conditions**, which is attached hereto and incorporated herein.

THE REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURES BEGIN ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, sealed and delivered by their respective officials hereunto duly authorized as of the Effective Date.

Borrower (SEAL)

Lender

By:
Title:

Christopher S Tomlinson
Executive Director

Attest:

Attest:

By:
Title:

By:
Title:

Approved as to form:

Borrower's Attorney

**EXHIBIT A
PROJECT INFORMATION**

Project Name:	Holly Springs Parkway Widening Phase III
Project Location:	Holly Springs Parkway, Cherokee County, Georgia
Project Scope:	This project will expand approximately 0.6 mile of Holly Springs Parkway from two to four lanes from the intersection of Ronnell Road to Childers Road. The loan will allow the City to procure construction services for the second and third phases at the same time allowing for economies scale in contracting and accelerating the completion of the project.
Loan Amount:	Six Million Dollars and No Cents (\$6,000,000)
Loan Purpose:	To fund a portion of preliminary engineering, right-of-way, and construction cost for the project.
Project Completion Date:	June 2023
Project Budget:	Six Million Dollars and No Cents (\$6,000,000)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$387,496	\$387,496
Right-of-Way	\$1,582,545	\$1,582,545
Construction	\$4,029,959	\$4,029,959
ESTIMATED TOTAL COST	\$6,000,000	\$6,000,000

EXHIBIT B

\$

, 2021

PROMISSORY NOTE

FOR VALUE RECEIVED, and in consideration thereof, the undersigned, _____ (the “Borrower”) promises to pay to the order of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority (the “Lender”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the Lender hereof may designate, the principal sum of _____ (\$ _____) (the “Loan”), or so much thereof as shall have been advanced pursuant to the terms of the Loan Agreement (hereinafter defined) and shall be outstanding, together with interest on so much of the principal balance of this Promissory Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

This Promissory Note has been executed under and pursuant to the Loan Agreement, of even date herewith, between the Borrower and Lender (the “Loan Agreement”), which Loan Agreement is incorporated herein by reference. The Promissory Note is issued to evidence the obligation of the Borrower under the Loan Agreement to repay the Loan made by the Lender and any other payments of any kind required to be paid by the Borrower under the Loan Agreement or the other Loan Documents referred to therein. Reference is also made to the Loan Agreement for the terms and conditions under which Draws may be made on the Loan and with respect to certain provisions governing the Borrower’s repayment obligations under this Promissory Note. All capitalized terms used in this Promissory Note and not defined herein shall have the meanings set forth in the Loan Agreement. Upon an Event of Default, the entire principal of and interest on this Promissory Note may be declared or shall become immediately due and payable as provided in the Loan Agreement.

The unpaid principal balance of this Promissory Note shall bear interest at a rate per annum equal to _____ percent (_ %) calculated on the basis of a 360-day year, of twelve 30-day months, as appropriate. In the event of a Payment Default, the Borrower shall also pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

Interest on this Promissory Note shall begin to accrue upon the Amortization Commencement Date. Principal of and interest on this Promissory Note shall be payable in consecutive monthly installments equal to the Installment Payment, commencing on the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance and any unpaid interest on the Loan, which shall be due and payable on the Maturity Date.

This Promissory Note shall bear interest at the Default Rate on any overdue installment of principal and following any acceleration of the Maturity Date [and, to the extent permitted by applicable law, on any overdue installment of interest,] at the aforesaid rates. If any monthly installment is not received within five (5) days after its due date, the Borrower shall pay a late charge equal to five percent (5%) of the past due installment with a minimum of \$100.00 and a maximum of \$1,000.00, such payment to be due with the next succeeding monthly installment. Payment of any late charge or default interest does not entitle the Lender to an extension of any due date. The Lender shall have no obligation to accept any such delinquent payment of principal and/or interest without the accompanying late charge, and the acceptance by the Lender of such delinquent payment without the accompanying late charge shall not constitute a waiver by the Lender of the right to enforce and collect such late charge. The Borrower acknowledges and agrees that the late charge herein provided is not a charge in the nature of interest imposed for the use of money advanced under this Promissory Note nor is it a penalty; rather, the late charge is imposed to compensate the Lender for the expense, inconvenience and economic frustration experienced by the Lender as a result of the Borrower’s failure to make timely payments due hereunder, and is a reasonable pre-estimate of the Lender’s actual damages and loss on account of such delinquent payment, which are difficult to ascertain in advance.

All payments or prepayments on this Promissory Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Promissory Note through the date of such payment or prepayment, and then to principal. Principal amounts repaid by the Borrower may not be reborrowed.

The Borrower shall make payments due under this Promissory Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to \$250 for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the entire Outstanding Loan Balance of this Promissory Note, together with all accrued and unpaid interest, at any time. If the Loan is prepaid, the Borrower shall be required to pay an Administrative Fee each time such payment is made.

The obligation of the Borrower to make the payments required to be made under this Promissory Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense, except for payment, or any rights of setoff, counterclaim, or recoupment it may otherwise have against the Lender.

In case this Promissory Note is collected by or through an attorney, Borrower agrees to pay upon demand by Lender all costs and expenses of such collection including court costs, out-of-pocket expenses and attorneys' fees of Lender in the amount of 15% of the amount of principal and interest due and owing on the Promissory Note. Any payment due on a day other than a Business Day (a "Business Day") being any day other than a Saturday or Sunday a day on which banks in the State of Georgia are authorized or required by law to close) shall be payable on the last Business Day preceding such date.

In the event that any payment on this Promissory Note is made by the Borrower or other obligor or any other person and, by reason of bankruptcy or other act of insolvency of the Borrower or other obligor or such other person the payment is deemed to be a fraudulent conveyance or preferential payment or is otherwise invalidated or set aside, and the recipient is required to surrender the payment, any credit on this Promissory Note to which such payment relates shall be rescinded, and the amount owing on this Promissory Note shall be reinstated and calculated as if such payment shall not have been made.

This Promissory Note is hereby expressly limited so that in no event whatsoever, whether by acceleration of maturity of the debt evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or retention of the money advanced or to be advanced hereunder exceed the highest lawful permissible under applicable laws. All sums paid or agreed to be paid to the Lender hereof for the use, forbearance or detention of sums included in the amounts owing to Lender by Borrower shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Promissory Note (including any renewal or extension hereof) until payment in full so that the rate or amount of interest on account of indebtedness does not exceed the applicable usury ceiling, if any. As used in this Promissory Note, the term "applicable law" shall mean the laws of the State of Georgia. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any agreement evidencing or securing the debt, at the time performance of such provisions shall be due, shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstances, Lender shall have received as interest an amount which would exceed the highest lawful rate applicable to Borrower, such amount which would be excessive interest shall be

applied to the reduction of the unpaid principal balance of the debt evidenced hereby and not to the payment of interest, regardless of any books or records of Lender which may indicate the contrary.

BORROWER AND LENDER EACH AGREE AND DECLARE THAT THE ONLY CHARGE IMPOSED UPON BORROWER FOR THE USE OF MONEY IN CONNECTION WITH THE PROMISSORY NOTE IS AND SHALL BE THE PER ANNUM INTEREST RATES STIPULATED HEREIN, AND FURTHER AGREE AND STIPULATE THAT ALL OTHER CHARGES IMPOSED BY LENDER ON BORROWER IN CONNECTION WITH THIS PROMISSORY NOTE, INCLUDING WITHOUT LIMITATION, ALL LATE CHARGES AND ATTORNEYS' FEES, ARE CHARGES MADE TO COMPENSATE LENDER FOR ADMINISTRATIVE SERVICES AND COSTS OR LOSSES PERFORMED OR INCURRED, AND TO BE PERFORMED OR INCURRED, BY LENDER IN CONNECTION WITH THIS PROMISSORY NOTE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW SHALL NOT BE DEEMED TO BE CHARGES FOR THE USE OF MONEY PURSUANT TO OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 7-4-2 OR SECTION 7-4-18. ALL CHARGES OTHER THAN CHARGES FOR THE USE OF MONEY SHALL BE FULLY EARNED AND NONREFUNDABLE WHEN DUE.

Time is of the essence of this Promissory Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor and all rights to the benefit of any moratorium, marshaling, forbearance, valuation or stay, are hereby waived and renounced by the Borrower, and by any guarantor, surety, and any other entity primarily or secondarily liable on this Promissory Note. The Lender shall not be deemed to waive any of its rights under this Promissory Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Promissory Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences, if any, granted from time to time shall be construed (A) as a novation of this Promissory Note or as a restatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Promissory Note, or (B) to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. All remedies conferred upon the Lender by this Promissory Note or any other instrument or agreement related hereto or under applicable law shall be cumulative and none is exclusive and such remedies may be exercised concurrently or consecutively at the Lender's option.

No extension of time for the payment of this Promissory Note or any installment due hereunder, made by agreement with the Borrower or any other person or entity now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Promissory Note, either in whole or in part unless and insofar as the Lender agrees otherwise in writing. This Promissory Note may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Modifications and extensions of the Loan Documents, or of any amendments or restatements thereof, may be made to the extent and in the circumstances permitted by such Loan Documents and no such modification, extension, amendment or restatement shall affect or impair the validity or continuing effectiveness of this Promissory Note.

This Promissory Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Promissory Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Promissory Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Promissory Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender and all rights of the Lender hereunder shall inure to the benefit of, and this Promissory Note shall be collectible by, its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and permitted assigns; provided, however that Borrower may not assign or delegate this Promissory Note or any of its obligations hereunder without the prior written consent of Lender and any assignment or delegation in contravention of the foregoing restriction shall be void ab initio.

The parties agree that the electronic signature of a party to this Promissory Note shall be as valid as an original signature of such party and shall be effective to bind such party to this Promissory Note. The parties agree that any electronically signed document (including this Promissory Note) shall be deemed (i) to be "written" or "writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of _____, 2021.

BORROWER (SEAL)

By: _____

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Approved as to form:

By: _____

Borrower's Attorney

EXHIBIT C
Loan Application

Borrower's Loan Application and exhibits thereto, and any amendments are incorporated herein by reference.

EXHIBIT D

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Actual Resolution to be added

EXHIBIT E

(Attorney's Letterhead)

OPINION OF BORROWER'S COUNSEL

DATE

State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Opinion Letter for Proposed Loan to the City of Holly Springs

Ladies and Gentlemen:

As counsel for the City of Holly Springs (the "Borrower"), we have examined duly executed originals of the Loan Agreement, and its exhibits and documents referenced therein, between the Borrower and the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority (collectively, the "Lender") (the "Loan Agreement"), the related Promissory Note (the "Promissory Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Promissory Note (the Loan Agreement and the Promissory Note may be collectively referred to as the "Loan Documents"), and such other documents, records, and proceedings as we have deemed relevant or material to render this opinion, and based upon such examination, we are of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created, validly existing, and in good standing under the laws of the State of Georgia.

2. The Borrower has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the Loan Documents.

3. The execution and delivery by the Borrower, and the performance of its obligations under the Loan Documents have been duly authorized by all necessary corporate action or resolutions.

4. The Borrower has duly executed and delivered each Loan Document to which it is a party and each such Loan Document constitutes the legal, valid and binding obligation of such party; enforceable against such party in accordance with their respective terms.

5. No authorization, consent or other approval of, or registration, declaration or other filing with any Governmental Authority, other than those obtained and currently in full force and effect, is required on the part of the Borrower for the execution and delivery by such party of, and the performance by such party under, each of the Loan Documents, or, for the operation and maintenance of the Project.

6. To our knowledge after due inquiry, there are no actions, suits, proceedings or investigations or inquiries, at law or in equity, by or before any court, arbitrator or any other Governmental Authority that are pending or threatened against or affecting the Borrower wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of any of the Loan Documents, the ability of the Borrower to perform its obligations under the Loan Documents, the corporate existence of the Borrower or the capacity or authority of any signatory of the Borrower, or that could otherwise reasonably be expected to materially and adversely affect the Borrower.

7. The execution and delivery by the Borrower of, and compliance with the provisions of the Loan Documents do not (i) violate the articles or certificate of incorporation, charter or other organizational documents or by-laws or resolution of Borrower, (ii) violate the constitution, statutes, regulations or other laws of the United States of America or the State of Georgia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to this Law Firm to which the Borrower is a party, or to the best of this Law Firm's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower presently is subject.

8. The signatures of the officers of the Borrower that appear on the Loan Documents are true and genuine. We know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

In rendering the opinions set forth herein, this Law Firm has assumed the following, without any investigation or inquiry on our part:

- (i) the due authorization, execution, and delivery of the Loan Documents by the Lender; and
- (ii) that the Loan Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Loan Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

EXHIBIT F
Form of Draw Request

Date

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Loan Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("Lender") and the City of Holly Springs ("Borrower"), dated _____, 20____ ("Agreement")/ Draw Request No.: _____*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Borrower hereby requests disbursement in the amount of \$ _____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Loan Agreement aggregate \$ _____ .
2. Time period covered by this Request is for work performed on the Project between _____, 20____ and _____, 20____.
3. The amounts hereby requested have been incurred by or on behalf of the Borrower for Eligible Costs on the Project.
4. The amount of this Request, together with all prior Requests, does not exceed the amount of the Loan, and the amount of this Request together with the sum of all disbursements of the Loan proceeds made and to be made will not exceed the Loan Amount or the amount allocated for the applicable line item of the Budget as set forth in Exhibit A of the Agreement.
5. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Loan proceeds.
6. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
7. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
8. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.
9. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the Lender and with good engineering practices.

10. The Borrower is in compliance with all of the terms and conditions of the Loan Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project ("Other Agreements") and there does not currently exist an Event of Default under the Loan Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
11. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Borrower.

This _____, 20____.

CITY OF HOLLY SPRINGS

By: ____
Name:
Title:

The Draw Request must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Borrower's behalf.

* For each Request, the Borrower will insert a new number in chronological order.

**Attachment 1
To
Exhibit F (Request for A Draw)**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Project Budget Line Item***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit A/Project Information, the status of the on-going work included in the Draw Request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this Draw Request.*

****Seeks the line item, as set forth in the breakdown of the Project Budget in Exhibit A that the work for which payment is requested falls under.*

EXHIBIT G
Engineer's Certification

- This Engineer's Certification form must be submitted with each Draw Request.
- For design or planning work, the Engineer's Certification must be completed by the City/County/CID Engineer, Manager or other independent qualified engineering consultant.
- For construction work, the Engineer's Certification must be completed by the Project Engineer.
- A consultant/vendor may not certify their own work.
- Contact Cindy Treadway at (404) 893-6186 or ctreadway@srta.ga.gov, if you have any questions regarding completion of the Engineer's Certification.

A.: Engineer's Certification (REQUIRED)

Engineer's Letterhead

Date

Borrower: _____ *(Must be the same name as in the Loan Agreement)*

Project Name: _____ *(Must be the same name as on Exhibit A)*

Loan Amount: _____ *(Must be the same amount as on Exhibit A)*

(name of Engineering Firm or name of Engineer if a government employee), is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached Draw Request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Loan Program between the Georgia Transportation Infrastructure Bank and _____ (name of Borrower) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

(name of Engineering Firm, if applicable)

By: _____

Name: _____

Title: _____

EXHIBIT H
SPECIAL CONDITIONS

Not applicable

City of Holly Springs
City Council Work Session Meeting Minutes
February 1, 2021

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Economic Development Director/Assistant City Clerk Erin Honea, City Engineer Jacob Hughes from BM&K, Inc. Lt. Casey Barton, Lt. Greg Clyburn, Lt. Michael Hales, Sgt. Sam Rentz, Cpl. Kyle Bunch, Cpl. Patrick Davis, Cpl. Cori Hubeli, Ofc. Brandon Boyce, Ofc. John Farkas, and Ofc. April Van Alstine.

Mayor Miller called the Work Session to order.

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

Mayor Miller and Chief Carswell presented Deputy Chief Tommy Keheley with the Bob Fuller Leadership Award.

Chief Carswell recognized the appointments of Patrick Davis and Cori Hubeli to the rank of Corporal.

Public Comment

City resident Tony Williams addressed the Council regarding MA-07-2020, citing roadway safety, specifically, the bridge on Palm Street and the intersection of Palm Street and Holly Springs Parkway.

City resident Jerry Ince addressed the Council regarding MA-07-2020, citing traffic and stormwater management concerns.

No action taken.

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

Meeting adjourned.

City of Holly Springs
City Council Special Called Meeting Minutes
February 1, 2021

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, and City Engineer Jacob Hughes from BM&K Inc.

Mayor Miller called the Special Called Meeting to order.

Mayor Pro Tem Zenchuk made a motion to table the submittal of and ratifying the Georgia Highway Safety Grant Application. Councilman Whitaker seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to add Items B, C, and D to a Consent Agenda. Councilman Whitaker seconded the motion. Motion carried 5-0.

Consent Agenda

B. A resolution authorizing the submittal of the Workforce Innovation and Opportunity Act (WIOA) grant proposal to the Atlanta Regional Commission (ARC) for workforce development projects; and authorizing the Mayor to execute all documents pertaining to the grant proposal; and authorizing the City Manager and/or Finance Director to act in matters pertaining to the participation in the grant

C. The Performance Escrow Agreement for the Turner Village subdivision in lieu of the Performance and Maintenance Bonds among the City of Holly Springs and PR Turner LLC and The Abram Law Group, LLC

D. The Maintenance Escrow Agreement for the Turner Village subdivision in lieu of the Performance and Maintenance Bonds among the City of Holly Springs and PR Turner LLC and The Abram Law Group, LLC

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

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

City of Holly Springs
City Council Work Session Meeting Minutes
February 22, 2021

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

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

Mayor Miller called the Work Session to order.

No public comments.

No action taken.

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

Meeting adjourned.

City of Holly Springs
City Council Work Session Meeting Minutes
February 22, 2021

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Facilities Manager/Information Technology Manager Ron Carter, Deputy Chief Tommy Keheley, Lieutenant Mike Hales, Sergeant Travis Palmer, Sergeant Sam Rentz, Corporal Mike Adams, Corporal Kyle Bunch, Corporal Patrick Davis, Officer Mike Adams, Officer Conner Burnes, Officer Jay Burns, Officer Marshall Helms, Officer Aja Rodriguez, and Officer Davis Snider.

Mayor Miller called the Business Meeting to order.

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

Chief Carswell presented Corporal Mike Adams with the 2020 Officer of the Year Award.

Consent Agenda

1. January 7, 2021 Council Work Session and Special Called Meeting Minutes
2. January 21, 2021 Council Work Session and Business Meeting Minutes
3. A Professional Services Agreement for the Holly Springs Parkway and Fox Creek Drive Signal Warrant Analysis and Design from Southeastern Engineering, Inc. in an amount not to exceed \$6,200 and authorize the Mayor to execute the documents
4. A client services agreement between WellStar Medical Group, LLC, and the City of Holly Springs, Georgia
5. A-01-2021, annexation of 0.65+/-acres located on Hickory Road, Cherokee County, GA tax parcel 244 of tax plat 15N14

Mayor Pro Tem Zenchuk made a motion to approve the February 22, 2021 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to table a request from A1 Contracting, LLC for relief from liquidated damages for the Palm Street Sidewalk & Drainage Improvement Project. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve an Amendment to Declaration of Easements and Restrictions for North Commercial Village of Harmony on the Lakes. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to move Items 8-13 to a Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Consent Agenda

8. A quote from Cleghorn Contracting for additional demolition and haul off at Cagle Family Farm in an amount not to exceed \$18,100
9. Award the City of Holly Springs Town Center Demolition Project, RFB #2020-05 to Complete Demolition Services, LLC in an amount not to exceed \$109,000, and authorize the Mayor to execute the project documents
10. Authorize the submittal of and ratify the Georgia Highway Safety Grant Application
11. A subcontract between Cherokee FOCUS and the City of Holly Springs, Georgia and authorize the City Manager to execute the subcontract
12. Contract Change Order #12, Final Adjusting Change Order, from Georgia Development Partners for the Hickory Road and Palm Street Improvement Project, in an amount not to exceed -\$235,206.09
13. A proposal from Foresite Group, Inc. for Pond B1 and B2 Landscaping Bid Package and Site Lighting Photometrics in an amount not to exceed \$8,500 and authorize the Mayor to execute the document

Mayor Pro Tem Zenchuk made a motion to approve the February 22, 2021 Consent Agenda, Items 8-13. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to adjourn and enter into Executive Session for the purposes of Litigation and Personnel. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



Holly Springs Police Department

"State Certified Law Enforcement Agency"



Michael Carswell

Chief of Police

3235 Holly Springs Parkway
Holly Springs, Georgia 30142

Office 770-345-5537
Fax 770-345-5610

February 24, 2021

|

The Holly Springs Police Department is retiring K-9 Odan and wishes to give him to Sergeant Sam Rentz, who agrees that, by accepting K-9 Odan, the Holly Springs Police Department is making no representation as to K-9 Odan's condition and shall have no liability for K-9 Odan's condition and no further liability for any care of K-9 Odan. Sergeant Rentz accepts K-9 Odan "as is" and assumes all responsibility for the care of K-9 Odan.

Accepted:

Sergeant Sam Rentz

Dated:



Holly Springs Police Department

"State Certified Law Enforcement Agency"



Michael Carswell

Chief of Police

3235 Holly Springs Parkway
Holly Springs, Georgia 30142

Office 770-345-5537
Fax 770-345-5610

February 24, 2021

|

The Holly Springs Police Department is retiring K-9 Lexi and wishes to give her to Evan Azaroff, who resides at 104 Mackerel Lane, Summerville, South Carolina 29485. Mr. Azaroff agrees that, by accepting K-9 Lexi, the Holly Springs Police Department is making no representation as to K-9 Lexi's condition and shall have no liability for K-9 Lexi's condition and no further liability for any care of K-9 Lexi. Mr. Azaroff accepts K-9 Lexi "as is" and assumes all responsibility for the care of K-9 Lexi.

Accepted:

Evan Azaroff

Dated:



SALES ORDER

P.O. Box 1548
Gainesville, GA 30503

Customer Number: **GV7205**
Customer PO: _____
Federal Tax ID# _____
Order Date: **02/22/2021**
Sales Rep: **Dean Snyder**

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

CUSTOMER INFORMATION BILL TO:		CUSTOMER INFORMATION SHIP TO (if different):	
CITY OF HOLLY SPRINGS PO BOX 990 HOLLY SPRINGS, GA 30142		CITY OF HOLLY SPRINGS 3235 HOLLY SPRINGS PKWY HOLLY SPRINGS, GA 30115	
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE
rcarter@hollyspringsga.us	(770) 345-5536	Ron Carter	(770) 345-5536
EMAIL			
rcarter@hollyspringsga.us			

QTY	MODEL / DESCRIPTION	SERIAL NO.	SERIAL NO.	TOTAL
2	Savin IMC3000-SS-Color Laser Multifunction Printer Up To 30 PPM			
2	Savin Punch Unit PU3070 NA			
2	Savin One Bin Tray BN3130			
2	Savin Caster Table Type M3			
2	Savin Internal Finisher SR3250 (500			
2	Savin Paper Feed Unit PB3270 (550 x			
2	Savin Fax Option Type M37			

Leasing Company	Lease Type	Lease Term	Lease Payment
Great America	FMV 0 dn	48	\$281.38

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

WARRANTY
N/A

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

MAINTENANCE PLAN:

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.0067	0	Monthly	Usage Only		
COLOR	0.05	0	Monthly	Usage Only		

INCLUDES: ALL SERVICE AND SUPPLIES

EXCLUDES: PAPER & STAPLES

TRADE IN: SAVIN MPC2504ex SN: C777R710730 & SAVIN MPC3004ex SN: C717M811131 DPI to terminate existing lease number 013-1289675-000 and remove equipment as trade. Remaining Print Usage Charges of \$1,022.31 not included in the payoff amount and would be payable by the City of Holly Springs for Print Usage. City of Holly Springs would need to pay \$1,022.31 Directly to Great America to satisfy this part of the existing agreement. Any additional usage (final usage) not billed yet by Great America would also be paid by the City of Holly Springs since last usage was billed.

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

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

Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

NOTES: **Thanks for your business!**

Duplicating Products, Inc.

X
Authorized Signature
DEAN SNYDER SAE 22 FEBRUARY 2021
Print Name and Title Date

X
Authorized Signature
Print Name and Title Date

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: Holly Springs, City of

ADDRESS: PO BOX 990, HOLLY SPRINGS, GA 30142

VENDOR (Vendor is not Lessor's agent nor is Vendor authorized to waive or alter any term or condition of this Agreement)

Duplicating Products Inc.

Gainesville

GA

EQUIPMENT AND PAYMENT TERMS

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

1 Savin IMC3000 Finisher, PFU, Punch, Fax

1 Savin IMC3000 Finisher, PFU, Punch, Fax

EQUIPMENT LOCATION:

☐ SEE SCHEDULE

SECURITY DEPOSIT:

TERM IN MONTHS: 48

MONTHLY PAYMENT AMOUNT: \$281.38 (PLUS TAX)

PURCHASE OPTION:

☒ FAIR MARKET VALUE

☐ 10% OF EQUIPMENT COST

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT. EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

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

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

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

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

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

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN LESSOR FUNDS VENDOR FOR THE EQUIPMENT.

LESSOR: GREATAMERICA FINANCIAL SERVICES CORPORATION

CUSTOMER: HOLLY SPRINGS, CITY OF

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Holly Springs, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 1645845 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

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

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

GreatAmerica Financial Services Corporation

Obligee

By:

Obligee Signature

Print Name & Title

Date Accepted:

Holly Springs, City of

Obligor

By: X

Obligor Signature

Print Name & Title

Date



COUNCIL AGENDA REPORT

FROM: Robert H. Logan *RHL*

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: City of Holly Springs Gateway Monument Sign

DATE: February 23, 2021

RECOMMENDATION: To approve a contract with Cowan Signs, Inc. to construct a City of Holly Springs Gateway Monument Sign at the intersection of Holly Springs Parkway and East Cherokee Drive.

REPORT-IN-BRIEF: Property consisting of 2.16 acres (15N16-116) owned by the City of Holly Springs at the intersection of Holly Springs Parkway and East Cherokee Drive was set aside for the construction of a southern City of Holly Springs Gateway Monument Sign after the completion of the construction of the intersection improvements by Cherokee County. The City has requested proposals from sign companies to construct the monument sign utilizing the same architecture as the monument sign that was constructed several years ago on Holly Springs Parkway near Walmart.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: The five-year capital improvement plan (CIP) of the City of Holly Springs has an allocation of funds for park areas/landscaping from Special Purpose Local Option Sales Tax (SPLOST). The City intends to fund the construction of the gateway monument sign from the SPLOST V Fund.

Cherokee County Geocortex Viewer

Search...

Sign in

Tools

Maps & Data

Measurement & Analysis

3rd Party Real Estate Data



Tool Labels



Feedback

Help



Print



Export



Parcel Report



Share



Floodplain Map



Extract Layers

Maps & Reports

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☐ Ortho Tile Index☒ Parcels☐ Zoning☐ Future Development☒ Elections☒ Flood☒ Utilities☒ Natural Features☒ Storm Water☒ Transportation☒ Fire Department Data☒ Hydrology☒ Contours☒ Aerial Imagery☒ 2019 Aerial Photography☐ 2018 Aerial Photography

TIN: 15N16 116

PIN: 15-0739-0008

Current Owner: THE CITY
OF HOLLY SPRINGS

Lot Number: -

Assessor: 2 16

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World St...

WKID: 4326 Lat/Long ▲

Lat: 34.13234° N

Lon: 84.49047° W

0 100 200ft



Layers

Cowan Signs, Inc.

770 Dobbs Road
Woodstock, GA 30188
770-926-0755
FAX # 678-445-0203

Invoice

Date	Invoice #
2/10/2021	17492

Bill To
City of Holly Springs Attn: Ron Carter 3237 Holly Springs Parkway Holly Springs, GA 30115

P.O. No.	Terms	Project
	50 % Dep./Bal. Du...	

Quantity	Description	Rate	Amount
1	For: Monument Sign for Holly Springs Single-Sided Monument Sign Wall with planter including: - original design/art time for conceptual drawings and revisions - specific font letter style requested by City of Holly Springs - column caps and center section architectural trim detail - cast aluminum plaque (46.5" diameter painted with specific city colors) for "City of Holly Springs", one set of cast aluminum 8" letters (painted gloss black) "Welcome To" - 15.18" cast aluminum letters "Holly Springs" (painted gloss black) -special order of font per City of Holly Springs Patterns for plaque and all letters, and labor for on-site Installation 50% Deposit / Balance Due Upon Completion CHECK PRICING Accepted by _____, Date _____ NOTE: Pricing is valid for 30 days. Exemption	13,482.00 5,822.00 1,105.00 0.00	13,482.00 5,822.00 1,105.00 0.00
Thank you for your business.		Total	\$20,409.00
		Payments/Credits	\$0.00
		Balance Due	\$20,409.00



www.bmandk.com

February 12, 2021

City of Holly Springs
Attn: Rob Logan
3234 Holly Springs Parkway
P. O. Box 990
Holly Springs, GA 30142

RE: Holly Springs Parkway- Phase 2
City of Holly Springs
Cherokee County

Dear Mr. Logan::

This is to advise that we can provide the following appraisal services as outlined below:

Parcel	Type Report	Appraisal Fee	Comments
8	388 C	\$1500	Rock wall to be spotted; do not know if will be disturbed
9	388 C	\$1500	Signs, lights and water vault to be worked around
11	388 C	\$1500	Vacant Tract-May be donation Will not appraise unless requested
12	388 C	\$1500	
12	CTC Subdiv Entranceway	\$4,000	
12	Sign Appraisal	\$500	Hi- Caliber Sign
13	388 C	\$1500	Landscaping appears to be in existing RW
13	Sign Appraisal	\$500	On-Premise sign
14	388 N	\$4,700	Commercial relocation; Sign in existing R/W; fire pit in existing R/W Pay contributory value for fire place display (Appraiser to provide cost to tear down building on remainder)
14	TF Report	\$4,000	Will include Moving Estimate for contents on remainder

P.O. Box 878, Braselton, GA 30517
phone: 706.824.0514 • fax: 706.824.0519



www.bmandk.com

18	388 N	\$3,500	Residential Relocation /Consider impacts to remainder tract; additional demo easement to be added to plans
18	CTC for demo Cost to remove garage & other bldg. on remainder	\$3,000	Garage and out buildings are being spotted
20	388 C	\$1500	
21	388 C	\$1500	Vacant Tract
		\$30,700	

Appraisal Review Fees: 388 C- \$1,000 Parcel
388 N- \$1,500 Parcel 18
\$2,000 Parcel 14

We will negotiate Parcels 1, 2, 3, 4, 5, 6, 10, 15, 16, 17, 19 and 22 from the Cost Estimate. Jacob Hughes will coordinate with the developer on Parcels 7 and 11. We will not order an appraisal on Parcel 11 unless it is donated and requested by the owner.

Upon your approval we will begin the appraisal process. Please notify us once you have approved.

If you have questions regarding this issue please contact me or Mickie McJunkin at 404-291-9577.

Sincerely,

Donald B. Clerici, P. E.
BM&K Construction and Engineering



FINANCIAL HIGHLIGHTS
February 28, 2021



Budget Summary
17% of year lapsed

	Unaudited		Unaudited	
	2020 Year End		2021 Year to	% Annual
	Actual	2021 Budget	Date	Budget
REVENUES BY FUND				
General Fund	10,439,848	9,500,000	1,378,279	14.51%
Operating Grant Fund	138,237	125,000	4,917	3.93%
Parks & Recreation Fund	451,443	386,000	76,300	19.77%
Hotel/Motel Tax Fund	3,452	5,000	720	14.40%
Urban Redevelopment Agency	5,723,104	4,000,000	135,711	3.39%
SPLOST III Fund	6,128	280,000	51	0.02%
SPLOST IV Fund	2,348	67,800	4	0.01%
SPLOST V Fund	2,471,555	6,750,480	389,224	5.77%
Town Center Fund	5,923,464	4,167,692	135,723	3.26%
Debt Service Fund	51,932	1,102,952	277	0.03%
Stormwater Utility Fund	271,963	376,317	19,302	5.13%
TOTAL REVENUES - ALL FUNDS	\$ 25,483,474	\$ 26,761,241	\$ 2,140,508	8.00%

EXPENDITURES/EXPENSES BY FUND				
General Fund	8,835,048	9,500,000	1,089,660	11.47%
Operating Grant Fund	118,907	125,000	15,934	12.75%
Parks & Recreation Fund	88,227	386,000	12,561	3.25%
Hotel/Motel Tax Fund	1,540	5,000	4,295	85.90%
Urban Redevelopment Agency	5,723,105	4,000,000	135,711	3.39%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,527,701	6,750,480	100,350	1.49%
Town Center Fund	6,332,968	4,167,692	28,675	0.69%
Debt Service Fund	279,985	1,102,952	536,368	48.63%
Stormwater Utility Fund	256,381	376,317	25,902	6.88%
TOTAL EXPENDITURES/				
EXPENSES - ALL FUNDS	\$ 23,163,862	\$ 26,761,241	\$ 1,949,455	7.28%



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

	02/28/20 Actual	2020 Annual Budget	% of Annual Budget	02/28/21 Actual	2021 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	1,127,848	9,500,000	11.87%	1,378,279	9,500,000	14.51%
Operating Grant Fund	24,239	215,000	11.27%	4,917	125,000	3.93%
Parks & Recreation Fund	69,763	377,500	18.48%	76,300	386,000	19.77%
Hotel/Motel Tax Fund	489	3,000	16.32%	720	5,000	14.40%
Urban Redevelopment Agency	467,575	6,000,000	7.79%	135,711	4,000,000	3.39%
SPLOST III Fund	22	274,650	0.01%	51	280,000	0.02%
SPLOST IV Fund	14	70,000	0.02%	4	67,800	0.01%
SPLOST V Fund	454,987	8,814,505	0.00%	389,224	6,750,480	5.77%
Town Center Fund	467,617	6,551,600	7.14%	135,723	4,167,692	3.26%
Debt Service Fund	393	516,319	0.08%	277	1,102,952	0.03%
Stormwater Utility Fund	10,237	350,000	2.92%	19,302	376,317	5.13%
TOTAL REVENUES - ALL FUNDS	\$ 2,623,184	\$ 32,672,574	6.55%	\$ 2,140,508	\$ 26,761,241	8.00%
EXPENDITURES/EXPENSES BY FUND						
General Fund	1,335,733	9,500,000	14.06%	1,089,660	9,500,000	11.47%
Operating Grant Fund	25,711	215,000	11.96%	15,934	125,000	12.75%
Parks & Recreation Fund	11,255	377,500	2.98%	12,561	386,000	3.25%
Hotel/Motel Tax Fund	-	3,000	0.00%	4,295	5,000	85.90%
Urban Redevelopment Agency	467,575	6,000,000	7.79%	135,711	4,000,000	3.39%
SPLOST III Fund	-	274,650	0.00%	-	280,000	0.00%
SPLOST IV Fund	-	70,000	0.00%	-	67,800	0.00%
SPLOST V Fund	29,390	8,814,505	0.00%	100,350	6,750,480	1.49%
Town Center Fund	574,215	6,551,600	8.76%	28,675	4,167,692	0.69%
Debt Service Fund	15,382	516,319	2.98%	536,368	1,102,952	48.63%
Stormwater Utility Fund	32,033	350,000	9.15%	25,902	376,317	6.88%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 2,491,295	\$ 32,672,574	5.97%	\$ 1,949,455	\$ 26,761,241	7.28%

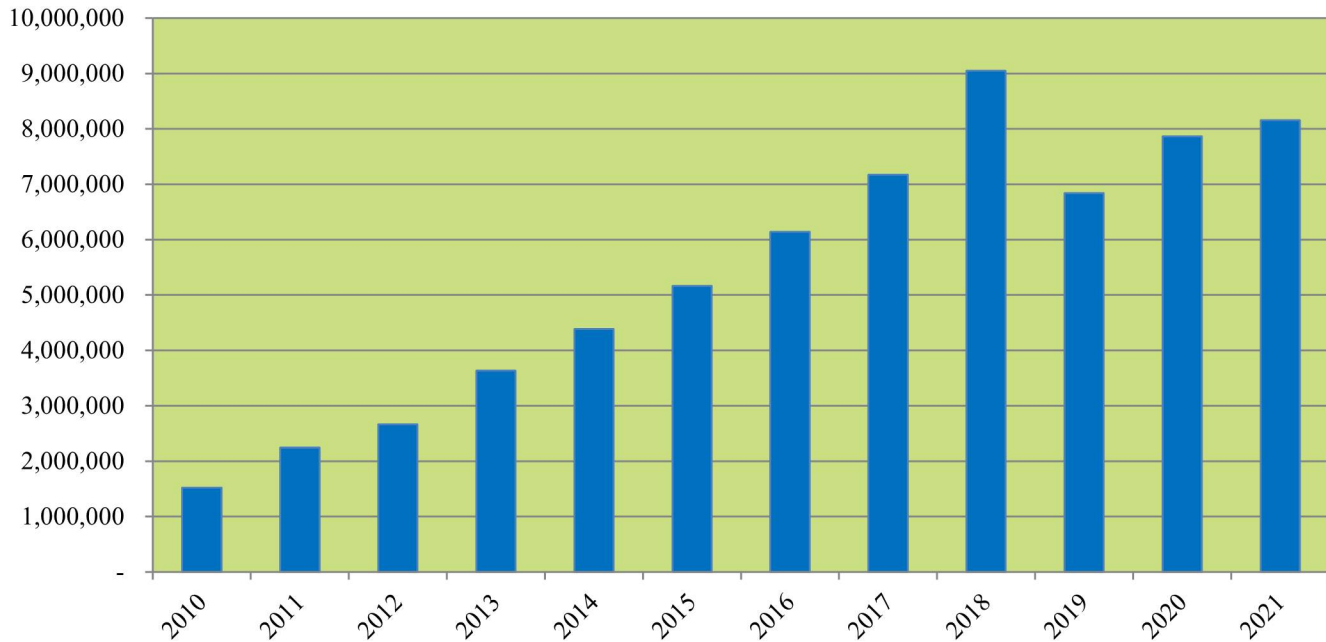


**Changes in Fund Balance/Net Position
As of February 28, 2021**

Fund				Unaudited	
	Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Balance as of 02/28/2021	Net Increase/ (Decrease)
General Fund	7,868,131	1,378,279	1,089,660	8,156,749	288,618
Operating Grant Fund	56,456	4,917	15,934	45,439	(11,017)
Parks & Recreation Fund	512,707	76,300	12,561	576,446	63,739
Hotel/ Motel Tax Fund	8,754	720	4,295	5,179	(3,575)
Urban Redevelopment Agency	-	135,711	135,711	-	-
SPLOST III Fund	280,106	51	-	280,157	51
SPLOST IV Fund	69,064	4	-	69,068	4
SPLOST V Fund	(2,114,621)	389,224	100,350	(1,825,747)	288,874
Town Center Fund	(242,111)	135,723	28,675	(135,063)	107,048
Debt Service Fund	1,592,641	277	536,368	1,056,551	(536,090)
Stormwater Utility Fund	4,170,847	19,302	25,902	4,164,247	(6,600)
	\$ 12,201,974	\$ 2,140,508	\$ 1,949,455	\$ 12,393,027	\$ 191,053

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

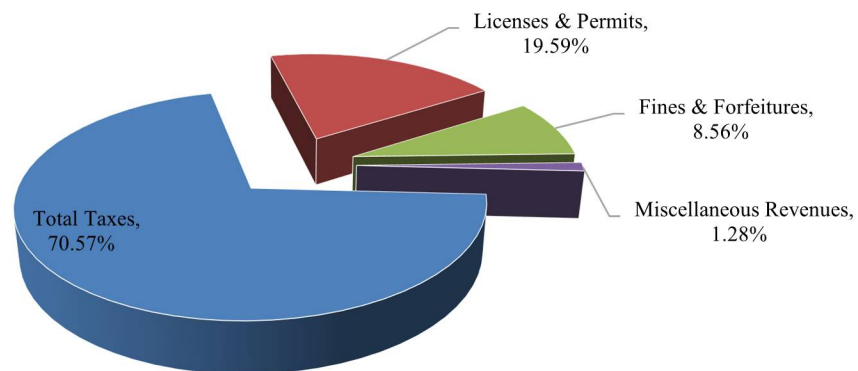




Budget Comparison Report - General Fund
17% of year lapsed

REVENUES	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Property Taxes	102,275	4,800,000	218,738	4.56%
Motor Vehicle Taxes	18,843	90,000	18,843	20.94%
Motor Vehicle Title Ad Valorem Tax	50,417	385,000	107,912	28.03%
Mobile Home Tax	-	150	-	0.00%
Recording Intangible Taxes	6,365	150,000	23,408	15.61%
Penalties & Interest	1,820	12,000	2,327	19.39%
Fifa Fees	165	2,000	255	12.74%
Franchise Tax	299,105	465,000	478,702	102.95%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,063	15,000	3,031	20.21%
Business & Occupation Tax	15,880	135,000	37,482	27.76%
Financial Institutions Tax	-	3,500	-	0.00%
Insurance Premium Tax	-	750,000	-	0.00%
Total Taxes	490,057	7,317,400	972,647	13.29%
Licenses & Permits	155,444	1,197,600	269,968	22.54%
Fines & Forfeitures	70,986	765,050	118,046	15.43%
Miscellaneous Revenues	6,840	134,700	16,048	11.91%
Interest Income	(1,393)	40,000	1,550	3.87%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	-	25,000	-	0.00%
Donation from Private Sources	20	20,000	20	0.10%
TOTAL GENERAL FUND REVENUES	\$ 721,954	\$ 9,500,000	\$ 1,378,279	14.51%

Revenues by Source



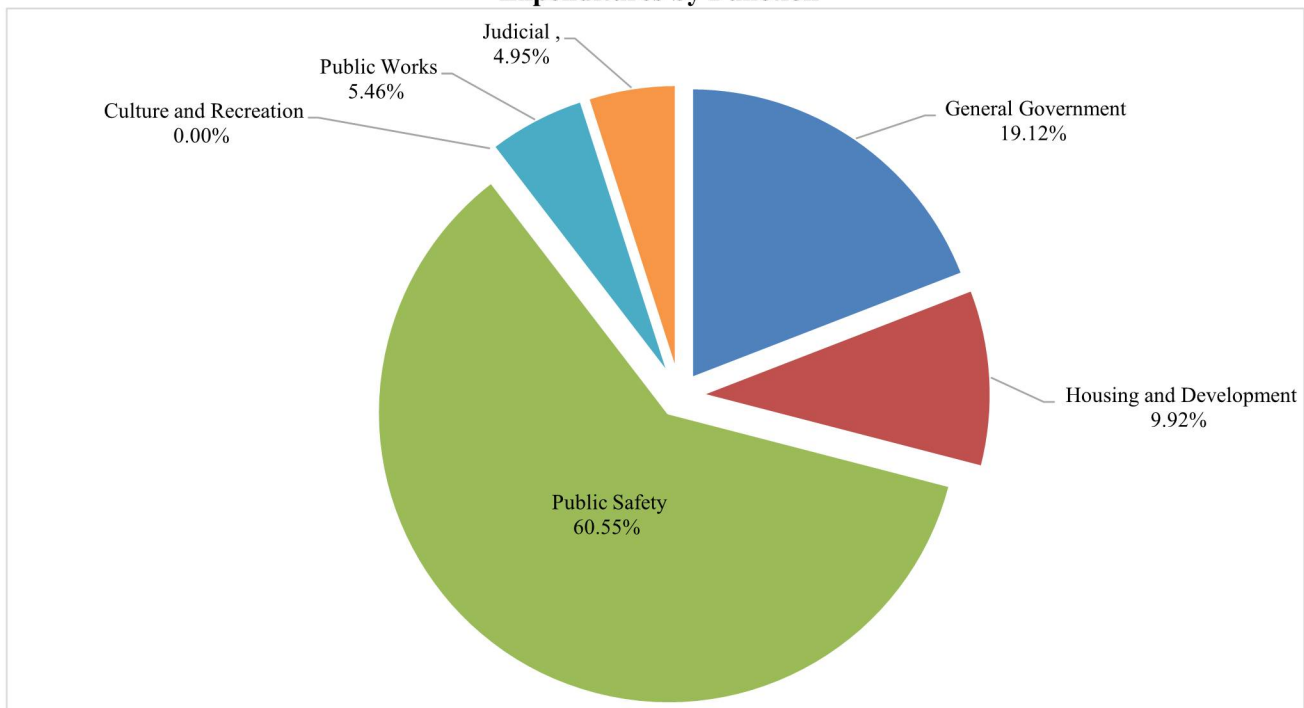
EXPENDITURES	February 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
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Budget Comparison Report - General Fund
17% of year lapsed

General Government	87,519	1,512,574	208,291	13.77%
Housing and Development	50,792	759,112	108,055	14.23%
Public Safety	264,535	6,192,975	659,812	10.65%
Culture and Recreation	-	29,500	-	0.00%
Public Works	50,226	634,740	59,525	9.38%
Judicial	25,775	371,099	53,978	14.55%
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 478,849</u>	<u>\$ 9,500,000</u>	<u>\$ 1,089,660</u>	<u>11.47%</u>

Expenditures by Function





Budget Comparison Report - All Funds
17% of year lapsed

		Unaudited		
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	10,439,848	9,500,000	1,378,279	14.51%
Expenditures:	8,835,048	9,500,000	1,089,660	11.47%
Excess Revenues over (under) Expenditures	1,604,800	-	288,618	
<u>OPERATING GRANT FUND</u>				
Revenues:	138,237	125,000	4,917	3.93%
Expenditures:	118,907	125,000	15,934	12.75%
Excess Revenues over (under) Expenditures	19,330	-	(11,017)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	451,443	386,000	76,300	19.77%
Expenditures:	88,227	386,000	12,561	3.25%
Excess Revenues over (under) Expenditures	363,216	-	63,739	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	3,452	5,000	720	14.40%
Expenditures:	1,540	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	1,912	-	(3,575)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	5,723,104	4,000,000	135,711	3.39%
Expenditures:	5,723,105	4,000,000	135,711	3.39%
Excess Revenues over (under) Expenditures	(1)	-	-	
<u>SPLOST III FUND</u>				
Revenues:	6,128	280,000	51	0.02%
Expenditures:	-	280,000	-	0.00%
Excess Revenues over (under) Expenditures	6,128	-	51	
<u>SPLOST IV FUND</u>				
Revenues:	2,348	67,800	4	0.01%
Expenditures:	-	67,800	-	0.00%
Excess Revenues over (under) Expenditures	2,348	-	4	
<u>SPLOST V FUND</u>				
Revenues:	2,471,555	6,750,480	389,224	5.77%
Expenditures:	1,527,701	6,750,480	100,350	1.49%



Budget Comparison Report - All Funds
17% of year lapsed

	Unaudited			
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
Excess Revenues over (under) Expenditures	943,854	-	288,874	
<u>TOWN CENTER FUND</u>				
Revenues:	5,923,464	4,167,692	135,723	3.26%
Expenditures:	6,332,968	4,167,692	28,675	0.69%
Excess Revenues over (under) Expenditures	(409,504)	-	107,048	
<u>DEBT SERVICE FUND</u>				
Revenues:	51,932	1,102,952	277	0.03%
Expenditures:	279,985	1,102,952	536,368	48.63%
Excess Revenues over (under) Expenditures	(228,053)	-	(536,090)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	271,963	376,317	19,302	5.13%
Expenses:	256,381	376,317	25,902	6.88%
Excess Revenues over (under) Expenses	15,582	-	(6,600)	



Investments
As of February 28, 2021

Ameris Bank

Downtown Development Authority - CD .75%	36,349
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Subtotal Ameris Bank	\$ 36,349
-----------------------------	------------------

Goldman Sachs Autocallable GS Momentum Builder	259,938
Certificate of Deposit - CD .75% Maturity Date - 08/21/2021	301,000
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021	250,000
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022	500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022	500,000
Certificate of Deposit - CD .20% Maturity Date - 12/12/2021	250,000
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022	250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022	75,000

Subtotal South State Investment Services	\$ 2,385,938
---	---------------------

Total Investments	\$ 2,422,286
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Cash
As of February 28, 2021

Ameris Bank

Downtown Development Authority - Checking 79,600

Subtotal Ameris Bank	\$	79,600
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South State Bank

General Fund		3,278,465
Main Street Board		77,229
Parks & Recreation Fund		545,629
Hotel Motel Tax Fund		4,984
Money Market Account		3,351,925
Municipal Court Fund		170,148
Operating Grant Fund		28,918
Police Forfeiture Account		6,029
Police Seized Asset Account		26
SPLOST III		280,158
SPLOST IV		66,987
SPLOST IV/Grant Revenue		2,081
SPLOST V		204,635
Town Center Fund		132,593
Debt Service Fund		1,056,551
Stormwater Utility Fund		334,631
Tree Replacement Fund		8,594

Subtotal South State Bank	\$	9,549,584
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BB&T

Savings Account 0.03

Subtotal BB&T	\$	0
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South State Investment Services

Budget Stabilization Cash Account 90

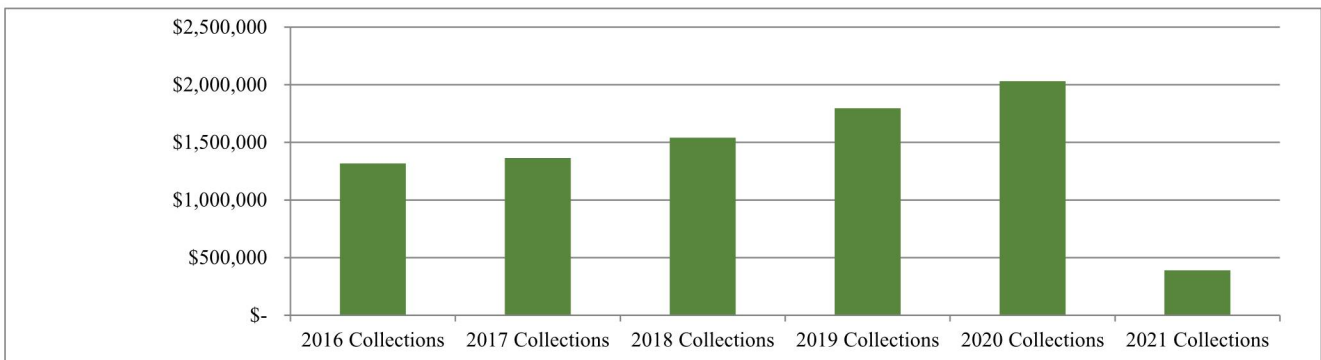
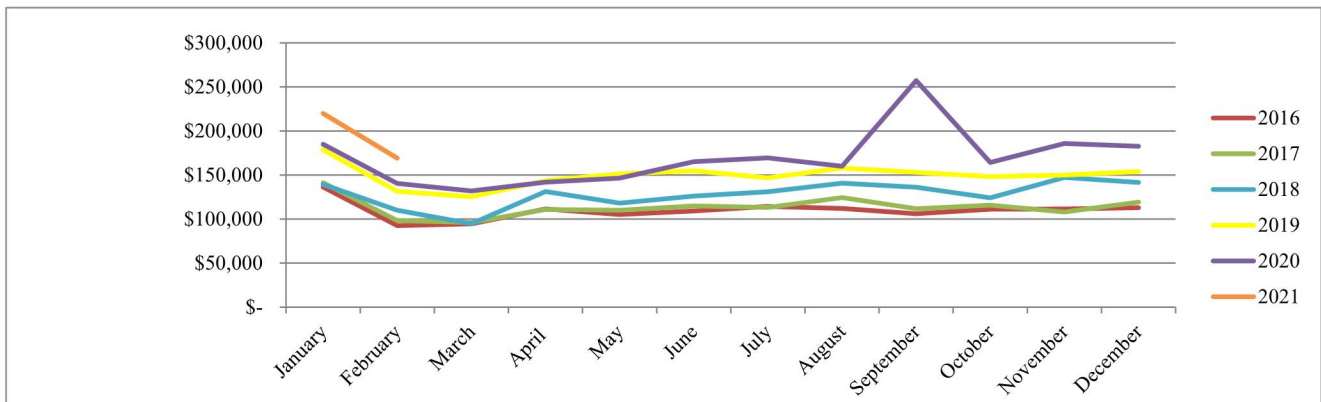
Subtotal South State Investment Services	\$	90
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Total Cash	\$	9,629,275
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Special Purpose Local Option Sales Tax Collections
As of February 28, 2021

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	18.91%
February	92,605	98,189	109,987	131,700	140,587	169,237	20.38%
March	94,455	96,130	94,765	125,375	131,947		
April	111,527	111,048	131,392	143,535	141,914		
May	105,169	110,063	117,981	151,269	146,483		
June	109,300	114,965	126,193	154,922	165,255		
July	114,305	113,172	131,005	146,946	169,488		
August	112,004	124,429	140,651	158,066	160,110		
September	106,169	111,901	136,184	153,139	257,264		
October	111,138	115,857	124,067	148,285	164,463		
November	111,396	108,048	147,256	149,921	185,812		
December	112,996	119,270	141,583	153,903	182,579		
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 389,164	





Downtown Development Authority
As of February 28, 2021

Revenues	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,650	-	0.00%
Interest Revenue	-	350	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

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



GENERAL FUND REVENUE DETAIL
As of February 28, 2021

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	102,275	4,800,000	218,738	4.56%
Real Property Tax - Public Utility	-	60,000	1,094	1.82%
Personal Property Tax	1,668	160,000	10,961	6.85%
Motor Vehicle Tax	18,843	90,000	18,843	20.94%
Motor Vehicle Title Ad Valorem Tax	50,417	385,000	107,912	28.03%
Apportioned Vehicles (AAVT)	(9,043)	2,500	-	0.00%
Mobile Home Tax	-	150	-	0.00%
Intangible Tax	6,365	150,000	23,408	15.61%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,063	15,000	3,031	20.21%
Franchise Tax - Electric	299,105	465,000	478,702	102.95%
Franchise Tax - Gas	-	55,000	-	0.00%
Franchise Tax - Cable	-	225,000	68,372	30.39%
Franchise Tax - Telephone	1,499	6,500	1,521	23.41%
Business & Occupational Tax	15,880	135,000	37,482	27.76%
Insurance Premium Tax	-	750,000	-	0.00%
Financial Institutions Tax	-	3,500	-	0.00%
Penalties & Interest	1,820	12,000	2,327	19.39%
FiFa Fees	165	2,000	255	12.74%
Total Taxes	490,057	7,317,400	972,647	13.29%
Alcoholic Beverage Licenses	3,000	75,000	2,500	3.33%
Alcohol Pouring Permit	780	2,500	1,510	60.40%
Zoning and Land Use Permits	1,000	12,500	2,505	20.04%
Planning and Development Fees	-	7,500	2,423	32.31%
Sign Permit Fees	174	3,000	274	9.13%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	50	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	50	1,000	175	17.50%
Building Permit Revenue	109,808	850,000	187,485	22.06%
Certificate of Occupancy Fees	23,000	150,000	38,500	25.67%
Building Permit - Reinspection Fees	2,450	20,000	3,050	15.25%
Building Permit-Sub Fee	9,343	50,000	15,273	30.55%
Occupational Tax Late Fees	-	750	-	0.00%
Plan Review Fees	5,839	25,000	16,272	65.09%
Total Licenses and Permits	155,444	1,197,600	269,968	22.54%
Municipal Court Fines	68,439	750,000	114,528	15.27%
Forfeitures	-	500	-	0.00%
Court Costs	2,048	7,500	3,018	40.23%
Drug Testing Fees	-	500	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	500	1,000	500	50.00%
Other Forfeitures	-	500	-	0.00%
Total Fines and Forfeitures	70,986	765,050	118,046	15.43%
Grant Revenue	3,140	1,000	3,140	313.96%
Probation Fees	1,815	25,000	3,778	15.11%
Printing and Duplicating Service Fees	19	250	19	7.42%
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	12 175	2,500	375	15.00%



GENERAL FUND REVENUE DETAIL
As of February 28, 2021

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Wrecker Service Contract	-	18,500	-	0.00%
Background Checks	60	1,000	170	17.00%
Bad Check Fees	75	100	75	75.00%
Miscellaneous Revenue	157	13,850	3,157	22.80%
Rents and Royalties	1,400	55,000	5,335	9.70%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	6,840	134,700	16,048	11.91%
Interest Revenue	(1,393)	40,000	1,550	3.87%
Total Investment Income	(1,393)	40,000	1,550	3.87%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	-	25,000	-	0.00%
Donations from Private Sources	20	20,000	20	0.10%
Total Other Financing Sources	20	45,250	20	0.04%
TOTAL GENERAL FUND REVENUES	\$ 721,954	\$ 9,500,000	\$ 1,378,279	14.51%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	7,000	16.67%
Employee Benefits-Medical	6,302	88,048	18,877	21.44%
Employee Benefits-Dental	263	4,095	790	19.30%
Employee Benefits-ADD Life	74	882	221	25.00%
FICA	128	2,604	276	10.60%
Medicare	30	609	65	10.60%
Employee Benefits-Retirement	310	4,470	621	13.89%
Unemployment	14	101	27	26.68%
Workers Comp Insurance	-	108	86	79.69%
Total Salaries and Benefits	<u>10,621</u>	<u>142,917</u>	<u>27,962</u>	<u>19.57%</u>
Communications	47	750	65	8.63%
Travel	-	1,000	-	0.00%
Dues and Fees	140	750	140	18.67%
Education and Training	-	3,000	-	0.00%
Other Expenditures	130	500	130	26.00%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	300	250	300	120.00%
Total Operations	<u>617</u>	<u>6,500</u>	<u>635</u>	<u>9.76%</u>
City Manager				
Salaries & Wages	11,538	150,000	22,841	15.23%
Employee Benefits-Medical	952	8,572	2,354	27.46%
Employee Benefits-Dental	70	1,120	239	21.34%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	84	1,008	252	25.00%
FICA	713	8,854	1,412	15.95%
Medicare	167	2,175	330	15.18%
Employee Benefits-Retirement	1,109	15,964	2,218	13.89%
Unemployment	3	27	38	140.74%
Workers' Comp. Insurance	-	648	516	79.70%
Total Salaries and Benefits	<u>14,649</u>	<u>188,515</u>	<u>30,237</u>	<u>16.04%</u>
Communications	47	600	65	10.79%
Dues and Fees	290	1,500	290	19.33%
Education and Training	-	1,250	-	0.00%
Other Expenditures	-	1,000	-	0.00%
General Supplies and Materials	-	250	-	0.00%
Total Operations	<u>337</u>	<u>4,600</u>	<u>355</u>	<u>7.71%</u>
City Clerk				
Salaries & Wages	11,236	146,175	22,404	15.33%
Employee Benefits-Medical	2,025	26,572	6,070	22.84%
Employee Benefits-Dental	99	1,488	297	19.99%
Employee Benefits-ADD Life	25	294	74	25.00%
Employee Benefits-Disability	92	1,101	275	25.01%
FICA	669	9,063	1,334	14.72%
Medicare	156	2,120	312	14.72%
Employee Benefits-Retirement	1,080	15,559	2,161	13.89%
Unemployment	26	53	67	126.53%
Workers' Comp. Insurance	-	374	298	79.70%
Total Salaries and Benefits	<u>15,408</u>	<u>202,799</u>	<u>33,293</u>	<u>16.42%</u>
Professional Services	-	10,000	-	0.00%
Communications	47	600	65	10.79%
Advertising	-	250	-	0.00%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Travel	-	2,500	-	0.00%
Dues and Fees	3,038	6,000	3,256	54.27%
Education and Training	150	1,000	150	15.00%
Other Expenditures	-	750	-	0.00%
General Supplies and Materials	-	500	12	2.35%
Small Equipment	-	250	-	0.00%
Software	-	4,000	-	0.00%
Total Operations	<u>3,235</u>	<u>25,850</u>	<u>3,483</u>	<u>13.47%</u>
Contingency				
Contingency	-	95,000	-	0.00%
Total Operations	<u>-</u>	<u>95,000</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	12,804	166,825	25,647	15.37%
Employee Benefits-Medical	4,420	60,860	13,242	21.76%
Employee Benefits-Dental	99	1,488	297	19.99%
Employee Benefits-ADD Life	37	441	110	25.00%
Employee Benefits-Disability	113	1,356	339	25.00%
FICA	730	10,343	1,462	14.14%
Medicare	171	2,419	342	14.14%
Employee Benefits-Retirement	1,233	17,757	2,466	13.89%
Unemployment	43	80	90	112.59%
Workers' Comp. Insurance	-	427	340	79.70%
Total Salaries and Benefits	<u>19,649</u>	<u>261,996</u>	<u>44,336</u>	<u>16.92%</u>
Professional Services - Audit	-	25,000	-	0.00%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	-	2,000	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	246	12,500	8,950	71.60%
Education and Training	-	2,500	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	-	1,000	518	51.82%
General Supplies-Postage	1,233	7,500	1,566	20.88%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>1,479</u>	<u>52,650</u>	<u>11,034</u>	<u>20.96%</u>
Legal				
Professional Services - Legal	648	45,000	648	1.44%
Total Operations	<u>648</u>	<u>45,000</u>	<u>648</u>	<u>1.44%</u>
Salaries & Wages	4,268	55,488	8,538	15.39%
Employee Benefits-Medical	1,147	16,715	3,439	20.58%
Employee Benefits-Dental	70	1,120	210	18.73%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	38	453	113	24.97%
FICA	228	3,440	457	13.28%
Medicare	53	805	107	13.27%
Employee Benefits-Retirement	410	5,906	820	13.89%
Unemployment	17	27	33	121.78%
Workers' Comp. Insurance	-	142	113	79.70%
Total Salaries and Benefits	<u>6,244</u>	<u>84,243</u>	<u>13,867</u>	<u>16.46%</u>



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Communications	48	600	66	10.95%
Dues and Fees	-	3,500	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	27	1,500	91	6.10%
Small Equipment	-	3,000	182	6.08%
Software	5,726	95,000	15,367	16.18%
Total Operations	<u>5,801</u>	<u>103,700</u>	<u>15,706</u>	<u>15.15%</u>
Risk Management				
Professional Services	-	10,000	4,000	40.00%
Liability Insurance	-	138,000	-	0.00%
Total Operations	<u>-</u>	<u>148,000</u>	<u>4,000</u>	<u>2.70%</u>
General Government Building				
Salaries & Wages	3,559	56,816	6,852	12.06%
Employee Benefits-Medical	702	8,572	2,104	24.54%
Employee Benefits-Dental	29	368	88	23.82%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	26	315	79	24.96%
FICA	219	3,523	421	11.94%
Medicare	51	824	98	11.94%
Employee Benefits-Retirement	420	4,214	840	19.93%
Unemployment	14	53	26	49.83%
Workers' Comp. Insurance	-	5,822	4,640	79.70%
Total Salaries and Benefits	<u>5,033</u>	<u>80,654</u>	<u>15,184</u>	<u>18.83%</u>
Disposal - Garbage	30	500	30	6.03%
Pest Control	-	1,500	-	0.00%
Repairs and Maintenance	300	9,900	1,282	12.95%
Repairs and Maintenance - Vehicles	329	2,500	329	13.18%
Rental of Equipment	673	5,000	849	16.98%
Communications	974	12,500	1,924	15.39%
Dues and Fees	-	500	-	0.00%
Other Expenditures	-	2,500	-	0.00%
General Supplies and Materials	34	10,000	809	8.09%
Water and Sewer	-	2,500	46	1.84%
Natural Gas	170	2,500	300	11.99%
Electricity	1,181	15,000	1,774	11.83%
Gasoline and Diesel	-	1,750	101	5.75%
Small Equipment	48	2,000	48	2.38%
Software	59	1,500	59	3.95%
Total Operations & Capital	<u>3,799</u>	<u>70,150</u>	<u>7,551</u>	<u>10.76%</u>
TOTAL GENERAL GOVERNMENT	<u>\$ 87,519</u>	<u>\$ 1,512,574</u>	<u>\$ 208,291</u>	<u>13.77%</u>
Municipal Court				
Salaries & Wages	11,267	146,179	22,333	15.28%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	3,802	43,287	11,391	26.32%
Employee Benefits-Dental	210	2,607	629	24.14%
Employee Benefits-ADD Life	37	441	110	25.00%
Employee Benefits-Disability	90	1,086	271	25.00%
FICA	652	9,125	1,291	14.15%
Medicare	153	2,134	302	14.15%
Employee Benefits-Retirement	1,088	14,282	2,176	15.23%
Unemployment	45	106	86	80.98%
Workers' Compensation	-	377	300	79.70%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	<u>17,344</u>	<u>220,624</u>	<u>38,891</u>	<u>17.63%</u>
Professional Services - Public Defender	810	11,350	1,080	9.52%
Professional Services - Solicitor/Judge	6,500	97,500	9,750	10.00%
Rental of Equipment	184	1,750	262	14.95%
Communications	38	-	38	100.00%
Advertising	-	50	-	0.00%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	140	500	140	28.00%
Education and Training	-	675	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	16	2,000	1,253	62.67%
General Supplies and Materials Postage	132	500	132	26.40%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	126	4,500	271	6.02%
Small Equipment	(110)	500	(110)	-22.00%
Software	-	25,000	1,676	6.70%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	595	5,000	595	11.90%
<i>Total Operations</i>	<u>8,431</u>	<u>150,475</u>	<u>15,087</u>	<u>10.03%</u>
 TOTAL JUDICIAL	 <u>\$ 25,775</u>	 <u>\$ 371,099</u>	 <u>\$ 53,978</u>	 <u>14.55%</u>
 <i>Police Administration</i>				
Salaries & Wages	31,743	405,214	64,734	15.98%
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	8,173	87,432	24,488	28.01%
Employee Benefits-Dental	449	5,966	1,346	22.57%
Employee Benefits-ADD Life	80	882	239	27.09%
Employee Benefits-Disability	313	3,225	939	29.11%
FICA	1,884	25,619	3,846	15.01%
Medicare	441	5,992	899	15.01%
Employee Benefits-Retirement	3,054	43,983	6,109	13.89%
Unemployment	82	160	204	127.70%
Workers' Compensation	-	16,840	13,421	79.70%
<i>Total Salaries and Benefits</i>	<u>46,219</u>	<u>601,313</u>	<u>116,225</u>	<u>19.33%</u>
 Professional Services	-	500	125	25.00%
Repair & Maintenance-Vehicle	792	5,000	1,737	34.74%
Rental of Equipment	630	5,000	840	16.80%
Communications	295	3,300	409	12.40%
Advertising	-	1,000	-	0.00%
Printing and Binding	-	250	-	0.00%
Travel	930	4,000	991	24.78%
Dues and Fees	265	4,000	880	22.00%
Education and Training	405	3,000	405	13.50%
Other Expenditures	36	2,000	47	2.33%
General Supplies and Materials	203	4,500	203	4.52%
General Supplies - Postage	-	400	-	0.00%
Gasoline/Diesel	-	8,000	778	9.73%
Small Equipment	305	1,000	305	30.45%
Software	-	2,600	18	0.69%
Other Supplies - Uniforms	712	3,000	712	23.73%
<i>Total Operations and Capital</i>	<u>4,571</u>	<u>47,550</u>	<u>7,449</u>	<u>15.67%</u>
 <i>Criminal Investigation Division</i>				
Salaries & Wages	17,358	238,392	35,517	14.90%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages-Overtime	215	6,000	314	5.24%
Employee Benefits-Medical	3,885	51,859	11,627	22.42%
Employee Benefits-Dental	198	2,224	595	26.75%
Employee Benefits-ADD Life	49	588	147	25.00%
Employee Benefits-Disability	146	1,754	437	24.89%
FICA	1,035	15,152	2,125	14.02%
Medicare	242	3,544	497	14.02%
Employee Benefits-Retirement	1,806	26,013	3,613	13.89%
Unemployment	64	106	132	124.29%
Workers' Compensation	-	11,066	8,819	79.70%
Total Salaries and Benefits	<u>24,999</u>	<u>356,698</u>	<u>63,822</u>	<u>17.89%</u>
Repair & Maintenance-Vehicle	45	5,000	146	2.92%
Communications	125	2,300	157	6.84%
Printing and Binding	-	100	-	0.00%
Travel	469	1,000	469	46.86%
Dues and Fees	140	1,000	240	24.00%
Education and Training	-	2,500	-	0.00%
General Supplies and Materials	60	1,000	134	13.38%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	-	6,000	216	3.60%
Small Equipment	-	1,500	36	2.43%
Software	-	7,000	200	2.86%
Other Supplies - Uniforms	110	1,000	110	11.00%
Total Operations and Capital	<u>949</u>	<u>28,450</u>	<u>1,708</u>	<u>6.01%</u>
Vice				
Salaries & Wages	4,021	50,476	8,520	16.88%
Salaries & Wages-Overtime	596	2,000	786	39.30%
Employee Benefits-Medical	706	8,572	2,111	24.63%
Employee Benefits-Dental	29	368	88	23.82%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	31	364	94	25.71%
FICA	279	3,254	563	17.30%
Medicare	65	761	132	17.30%
Employee Benefits-Retirement	388	5,586	776	13.89%
Unemployment	18	27	36	132.63%
Workers' Compensation	-	2,376	1,894	79.70%
Total Salaries and Benefits	<u>6,146</u>	<u>73,931</u>	<u>15,035</u>	<u>20.34%</u>
Repairs & Maintenance Vehicles	437	2,000	509	25.44%
Communications	-	600	-	0.00%
Gasoline	-	2,000	161	8.07%
Total Operations and Capital	<u>437</u>	<u>4,600</u>	<u>670</u>	<u>14.57%</u>
Patrol				
Salaries & Wages	99,422	1,310,737	206,256	15.74%
Salaries & Wages-Overtime	4,268	50,000	10,184	20.37%
Employee Benefits-Medical	29,885	475,744	87,871	18.47%
Employee Benefits-Dental	1,312	21,977	3,885	17.68%
Employee Benefits-ADD Life	294	3,822	882	23.08%
Employee Benefits-Disability	769	9,320	2,306	24.74%
FICA	6,013	84,614	12,576	14.86%
Medicare	1,406	19,789	2,941	14.86%
Employee Benefits-Retirement	10,088	144,047	20,175	14.01%
Unemployment	405	718	822	114.45%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Workers' Compensation	259	61,795	49,508	80.12%
Total Salaries and Benefits	<u>154,120</u>	<u>2,182,563</u>	<u>397,405</u>	<u>18.21%</u>
Professional Services	-	2,000	1,101	55.04%
Repair & Maintenance	-	3,000	-	0.00%
Repair & Maintenance-Vehicle	2,190	60,000	5,668	9.45%
Communications	1,564	18,000	2,199	12.22%
Printing and Binding	-	500	-	0.00%
Travel	-	5,000	-	0.00%
Dues and Fees	140	1,500	140	9.33%
Education & Training	405	12,000	405	3.38%
Contract Labor	-	1,000	-	0.00%
Other Expenditures	141	5,500	270	4.90%
General Supplies and Materials	110	4,000	158	3.94%
Gasoline and Diesel	-	80,000	7,028	8.79%
Small Equipment	964	18,000	997	5.54%
Software	3,000	17,000	3,000	17.65%
Other Supplies - Uniforms	799	35,000	983	2.81%
Total Operations and Capital	<u>9,312</u>	<u>262,500</u>	<u>21,949</u>	<u>8.36%</u>
Police Training				
Salaries & Wages	3,813	56,948	7,873	13.82%
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	34	405	101	25.03%
FICA	236	3,655	488	13.35%
Medicare	55	855	114	13.35%
Employee Benefits-Retirement	436	6,274	871	13.89%
Unemployment	15	27	30	112.11%
Workers' Compensation	-	2,669	2,127	79.70%
Total Salaries and Benefits	<u>4,602</u>	<u>72,980</u>	<u>11,642</u>	<u>15.95%</u>
Repair & Maintenance-Vehicle	15	2,000	15	0.75%
Communications	42	600	58	9.65%
Travel	-	2,000	-	0.00%
Education and Training	-	3,000	-	0.00%
General Supplies and Materials	-	2,000	26	1.31%
Weapons Supplies & Ammunition	5,368	20,000	5,368	26.84%
Gasoline and Diesel	-	2,000	89	4.47%
Small Equipment	-	10,000	-	0.00%
Other Supplies - Uniforms	-	300	-	0.00%
Intergovernmental	-	5,000	-	0.00%
Total Operations and Capital	<u>5,425</u>	<u>46,900</u>	<u>5,556</u>	<u>11.85%</u>
Police Stations and Buildings				
Disposal-Garbage/Recycle	90	1,500	90	6.03%
Pest Control	-	1,000	-	0.00%
Repairs and Maintenance	-	12,345	303	2.45%
Communications	933	12,500	1,865	14.92%
General Supplies and Materials	-	5,000	402	8.03%
Water/Sewer	-	7,000	219	3.13%
Electricity	957	15,000	1,432	9.55%
Small Equipment	-	2,500	150	6.00%
Software	105	3,500	105	3.00%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Total Operations	2,085	60,345	4,566	7.57%
Probation				
Salaries & Wages	3,921	49,275	7,766	15.76%
Employee Benefits-Medical	706	8,572	2,111	24.63%
Employee Benefits-Dental	29	368	88	23.82%
Employee Benefits-ADD Life	12	147	37	25.00%
Employee Benefits-Disability	33	393	100	25.56%
FICA	241	3,055	477	15.62%
Medicare	56	714	112	15.63%
Employee Benefits-Retirement	364	5,245	728	13.89%
Unemployment	16	27	30	110.81%
Workers' Compensation	-	2,231	1,778	79.70%
Total Salaries and Benefits	5,379	70,027	13,227	18.89%
Communications	42	600	58	9.65%
Travel	-	250	-	0.00%
Dues and Fees	-	300	-	0.00%
General Supplies and Materials	-	300	-	0.00%
Gasoline & Diesel	-	2,000	-	0.00%
Small Equipment	-	500	-	0.00%
Software	250	3,000	500	16.67%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	292	7,950	558	7.02%
Fire Services				
Intergovernmental-Fire Services	-	2,377,168	-	0.00%
Total Fire Services	-	2,377,168	-	0.00%
TOTAL PUBLIC SAFETY	\$ 264,535	\$ 6,192,975	\$ 659,812	10.65%
Highways and Streets				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	95	1,500	95	6.30%
Lawn Care	-	1,200	43	3.59%
Pest Control	135	750	135	18.00%
Repairs & Maintenance	5,385	50,000	6,837	13.67%
Repairs & Maintenance-Vehicles	15	10,000	330	3.30%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	35,545	426,540	35,545	8.33%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	492	98.38%
Electricity	71	4,500	122	2.72%
Gasoline/Diesel	-	5,000	185	3.69%
Small Equipment	-	2,500	-	0.00%
Total Operations	41,245	507,240	43,783	8.63%
Street Lights				
Repairs & Maintenance	-	2,000	1,108	55.41%
Electricity-Street Lights	8,913	120,000	14,451	12.04%
Total Street Lights	8,913	122,000	15,560	12.75%
Traffic Lights				
Repairs & Maintenance	-	2,000	-	0.00%
Electricity-Traffic Lights	68	3,500	182	5.21%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Total Traffic Lights	68	5,500	182	3.31%
TOTAL PUBLIC WORKS	\$ 50,226	\$ 634,740	\$ 59,525	9.38%
Tree Commission				
Repairs & Maintenance	-	22,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	-	0.00%
Books and Periodicals	-	500	-	0.00%
Total Operations	-	25,500	-	0.00%
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	-	0.00%
TOTAL CULTURE AND RECREATION	\$ -	\$ 29,500	\$ -	0.00%
Building Inspections				
Salaries & Wages	15,681	202,617	31,343	15.47%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	1,403	44,573	4,803	10.77%
Employee Benefits-Dental	158	2,224	502	22.57%
Employee Benefits-ADD Life	36	588	121	20.52%
Employee Benefits-Disability	139	1,664	449	26.97%
FICA	968	12,593	1,935	15.36%
Medicare	226	2,945	453	15.37%
Employee Benefits-Retirement	1,501	21,620	3,003	13.89%
Unemployment	58	106	116	109.69%
Workers' Compensation	-	3,472	2,767	79.70%
Total Salaries and Benefits	20,170	292,902	45,490	15.53%
Professional Services-Engineering	8,253	75,000	8,253	11.00%
Professional Services-Legal	2,121	6,000	2,121	35.35%
Repairs & Maintenance - Vehicles	15	2,500	488	19.52%
Communications	240	3,500	337	9.63%
Advertising -Promotions	275	2,500	275	11.00%
Printing & Binding	-	100	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	20	3,500	165	4.71%
Education and Training	-	1,000	-	0.00%
Contract Labor	-	30,000	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	19	500	29	5.80%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	-	4,000	221	5.52%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	500	-	0.00%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	10,942	130,300	11,888	9.12%
Planning and Zoning				
Salaries & Wages	8,847	118,932	17,692	14.88%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Employee Benefits-Medical	1,918	27,866	6,461	23.18%
Employee Benefits-Dental	68	1,120	235	21.02%
Employee Benefits-ADD Life	25	294	86	29.34%
Employee Benefits-Disability	81	970	276	28.45%
FICA	509	7,374	1,018	13.80%
Medicare	119	1,725	238	13.79%
Employee Benefits-Retirement	807	12,659	1,614	12.75%
Unemployment	41	53	87	163.32%
Workers' Compensation	(237)	4,717	3,285	69.65%
Total Salaries and Benefits	<u>12,177</u>	<u>175,710</u>	<u>30,991</u>	<u>17.64%</u>
Professional Services	-	500	-	0.00%
Professional Services-Legal	-	750	-	0.00%
Communications	48	600	67	11.11%
Advertising	-	20,000	3,108	15.54%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	-	4,000	-	0.00%
Education and Training	-	500	-	0.00%
Planning & Zoning Meeting Fees	245	3,000	441	14.70%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	22	500	52	10.33%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>315</u>	<u>31,400</u>	<u>3,667</u>	<u>11.68%</u>
Economic Development				
Salaries & Wages	847	10,609	1,646	15.52%
FICA	50	658	97	14.75%
Medicare	12	154	23	14.75%
Employee Benefits - Retirement	78	1,129	157	13.89%
Workers Comp Insurance	-	46	37	79.70%
Total Salaries & Benefits	<u>987</u>	<u>12,596</u>	<u>1,959</u>	<u>15.56%</u>
Main Street Program				
Salaries and Wages	3,951	52,189	7,964	15.26%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	3,718	22.24%
Employee Benefits - Dental	70	368	210	57.01%
Employee Benefits - Add Life	12	147	37	25.00%
Employee Benefits - Disability	50	598	150	25.02%
FICA	233	3,298	470	14.24%
Medicare	55	771	110	14.25%
Employee Benefits - Retirement	393	5,661	786	13.89%
Unemployment	15	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
Total Salaries and Benefits	<u>6,020</u>	<u>81,004</u>	<u>13,660</u>	<u>16.86%</u>
Communications	42	600	59	9.77%
Travel	-	600	-	0.00%
Dues and Fees	140	1,000	340	34.00%
Education and Training	-	500	-	0.00%
Contract Labor	-	5,000	-	0.00%
Supplies - Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
Total Operations	<u>182</u>	<u>25,200</u>	<u>399</u>	<u>1.58%</u>
Intergovernmental				
Intergovernmental - COED	-	10,000	-	0.00%



**General Fund Expenditures
As of February 28, 2021**

	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Total Intergovernmental	-	10,000	-	0.00%
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 50,792</u>	<u>\$ 759,112</u>	<u>\$ 108,055</u>	<u>14.23%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 478,849</u>	<u>\$ 9,500,000</u>	<u>\$ 1,089,660</u>	<u>11.47%</u>



**Operating Grant Fund
As of February 28, 2021**

REVENUES:	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	4,915	124,990	4,915	3.93%
Interest Revenue	1	10	2	20.40%
TOTAL REVENUES	\$ 4,916	\$ 125,000	\$ 4,917	3.93%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	7,716	125,000	15,934	12.75%
TOTAL EXPENDITURES	\$ 7,716	\$ 125,000	\$ 15,934	12.75%



Parks & Recreation Fund
As of February 28, 2021

REVENUES:	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	20,600	245,000	45,421	18.54%
Alcoholic Bev Excise Tax Liquor	7,829	85,500	19,540	22.85%
Local Option Mixed Drink Tax	4,400	45,000	8,802	19.56%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	39	100	82	81.80%
Rents and Royalties	331	10,000	2,455	24.55%
Prior Year Fund Balance	-	250	-	0.00%
TOTAL REVENUES	\$ 33,199	\$ 386,000	\$ 76,300	19.77%
EXPENDITURES:				
Disposal - Garbage Depot	51	750	51	6.85%
Pest Control - Depot	90	750	90	12.00%
Repairs & Maintenance - Depot	-	20,000	-	0.00%
Communications	138	2,000	430	21.48%
General Supplies - Depot	194	500	986	197.30%
Water/Sewer - Depot	-	500	5	1.01%
Natural Gas - Depot	184	2,000	329	16.43%
Electricity - Depot	97	5,000	214	4.28%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	51	750	51	6.85%
Lawn Care	43	9,000	1,164	12.94%
Pest Control - Parks	-	750	-	0.00%
Repairs & Maintenance - Parks	1,500	32,000	1,872	5.85%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	-	500	367	73.40%
Contract Labor	3,525	50,000	6,375	12.75%
General Supplies and Materials - Parks	-	1,000	27	2.75%
Water/Sewer - Parks	243	6,000	449	7.48%
Electricity - Parks	95	1,500	149	9.91%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	50,000	-	0.00%
TOTAL EXPENDITURES	\$ 6,213	\$ 386,000	\$ 12,561	3.25%



**Hotel/Motel Tax Fund
As of February 28, 2021**

	February 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Hotel/Motel Taxes	398	4,995	720	14.41%
Interest Revenue	0	5	0	8.60%
TOTAL REVENUES	\$ 399	\$ 5,000	\$ 720	14.40%
EXPENDITURES:				
Advertising/Promotions	-	5,000	4,295	85.90%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 4,295	85.90%



**Urban Redevelopment Agency
As of February 28, 2021**

	February 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Proceeds from General Long-term E	2,141	4,000,000	135,711	3.39%
TOTAL REVENUES	\$ 2,141	\$ 4,000,000	\$ 135,711	3.39%
EXPENDITURES:				
Transfer to Town Center Fund	2,141	4,000,000	135,711	3.39%
TOTAL EXPENDITURES	\$ 2,141	\$ 4,000,000	\$ 135,711	3.39%



SPLOST III Fund
As of February 28, 2021

	February 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Special Assessments - Crestmont	-	5,964	-	0.00%
Prior Year Fund Balance	-	273,936	-	0.00%
Interest Revenue	26	100	51	51.31%
TOTAL REVENUES	\$ 26	\$ 280,000	\$ 51	0.02%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	280,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 280,000	\$ -	0.00%



SPLOST IV Fund
As of February 28, 2021

REVENUES:	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Special Assessments	-	1,050	-	0.00%
Interest Revenue	2	45	4	9.36%
Prior Year Fund Balance	-	66,705	-	0.00%
TOTAL REVENUES	\$ 2	\$ 67,800	\$ 4	0.01%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	67,800	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 67,800	\$ -	0.00%



SPLOST V Fund
As of February 28, 2021

REVENUES:	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	0	1,800,000	389,164	21.62%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,250,000	-	0.00%
Assessments - Roads	-	58,000	-	0.00%
Interest Revenue	26	450	59	13.19%
Proceeds from SRTA Loan	-	3,500,000	-	0.00%
TOTAL REVENUES	\$ 27	\$ 6,750,480	\$ 389,224	5.77%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	-	214,192	2,531	1.18%
Capital Outlay-Police Cars	19,000	100,000	51,782	51.78%
Capital Outlay-Infrastructure	-	586,288	-	0.00%
Capital Outlay-HS Pkwy Phase II	30,687	4,750,000	30,687	0.65%
Holly Street	15,000	-	15,000	100.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Palm Street Sidewalk	350	-	350	100.00%
TOTAL EXPENDITURES	\$ 65,037	\$ 6,750,480	\$ 100,350	1.49%



**Town Center Fund
As of February 28, 2021**

Revenues	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	7	300	13	4.21%
Prior Year Fund Balance	-	167,392	-	0.00%
Transfer from URA	2,141	4,000,000	135,711	3.39%
TOTAL REVENUES	\$ 2,148	\$ 4,167,692	\$ 135,723	3.26%
Expenditures				
Professional Services	2,470	167,692	2,470	1.47%
Capital Outlay - Site Improvements	925	4,000,000	26,205	0.66%
TOTAL EXPENDITURES	\$ 3,395	\$ 4,167,692	\$ 28,675	0.69%



Debt Service Fund
As of February 28, 2021

Revenues	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest	132	2,000	277	13.87%
Prior Year Fund Balance	-	1,100,952	-	0.00%
TOTAL REVENUES	\$ 132	\$ 1,102,952	\$ 277	0.03%
Expenditures				
Debt Service - Bond Principal HSPRA	-	318,481	156,342	49.09%
Debt Service - Bond Interest HSPRA	-	40,254	23,026	57.20%
Debt Service - Bond Principal URA	277,778	555,556	277,778	50.00%
Debt Service - Bond Interest URA	79,222	188,661	79,222	41.99%
TOTAL EXPENDITURES	\$ 357,000	\$ 1,102,952	\$ 536,368	48.63%



**Stormwater Utility Fund
As of February 28, 2021**

REVENUES:	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	6,099	375,667	19,273	5.13%
Interest Revenue	26	650	29	4.52%
TOTAL REVENUES	\$ 6,124	\$ 376,317	\$ 19,302	5.13%
EXPENSES:				
Salaries & Wages	4,067	48,804	8,134	16.67%
Employee Benefits - Medical Insurance	714	8,572	1,428	16.66%
Employee Benefits - Dental Insurance	31	368	62	16.85%
Employee Benefits - Disability	33	398	66	16.58%
Employee Benefits - ADD Life	12	147	24	16.33%
FICA	252	3,026	504	16.66%
Medicare	59	708	118	16.67%
Employee Benefits - Retirement	433	5,195	866	16.67%
Unemployment	2	27	4	14.81%
Workers Comp Insurance	237	2,838	474	16.70%
Professional Services	-	2,500	-	0.00%
Technical Services - Regional SW	-	2,500	-	0.00%
Technical Services - Pollution	-	1,500	-	0.00%
Technical Services - Watershed	-	500	-	0.00%
Professional Services - Engineer	8,253	120,000	8,253	6.88%
Repairs & Maintenance	-	95,561	-	0.00%
Repairs & Maintenance - Vehicles	753	-	753	100.00%
Rental of Equipment	155	10,500	310	2.95%
Communications	124	1,500	174	11.62%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	-	6,500	-	0.00%
Training	1,295	2,000	1,295	64.75%
Contract Labor	2,560	42,500	2,560	6.02%
General Supplies & Materials	56	1,000	75	7.55%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	56	2,500	120	4.81%
Gasoline & Diesel	-	4,000	419	10.47%
Small Equipment	-	1,500	-	0.00%
Other Supplies	191	1,000	263	26.28%
Contingency	-	3,760	-	0.00%
Capital Lease Interest	-	6,063	-	0.00%
TOTAL EXPENSES	\$ 19,281	\$ 376,317	\$ 25,902	6.88%



**Main Street Board
Budget To Actual Comparison Report
As of February 28, 2021**

Revenues	February 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	17,060	54,567	36,417	66.74%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	740	5,000	1,330	26.60%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	1,065	5,000	5,000	100.00%
Interest Revenue	2	50	3	6.36%
TOTAL REVENUES	\$ 18,867	\$ 114,617	\$ 42,750	37.30%

Expenditures				
Salaries & Wages	3,951	52,189	7,964	15.26%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,242	16,715	3,718	22.24%
Employee Benefits- Dental	70	368	210	57.01%
Employee Benefits-Add Life	12	147	37	25.00%
Employee Benefits-Disability	50	598	150	25.02%
FICA	233	3,298	470	14.24%
Medicare	55	771	110	14.25%
Employee Benefits-Retirement	393	5,661	786	13.89%
Unemployment	15	27	32	120.19%
Workers Comp Insurance	-	230	183	79.70%
Communications	42	600	59	9.77%
Travel	-	600	-	0.00%
Dues and Fees	140	1,000	340	34.00%
Education and Training	-	500	-	0.00%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 6,202	\$ 106,204	\$ 14,058	13.24%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of February 28, 2021**

Revenues	February 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	25,450	2,423.00	9.52%
Interest Revenue	-	50	0.07	0.14%
Donations from Private Source	20.00	-	20.00	100.00%
TOTAL REVENUES	\$ 20.00	\$ 25,500.00	\$ 2,443.07	9.58%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000	-	0.00%
Tree Maintenance	-	8,000	-	0.00%
Tree Removal	-	6,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	500	-	0.00%
Banners & Shirts	-	250	-	0.00%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 25,500.00	\$ -	0.00%

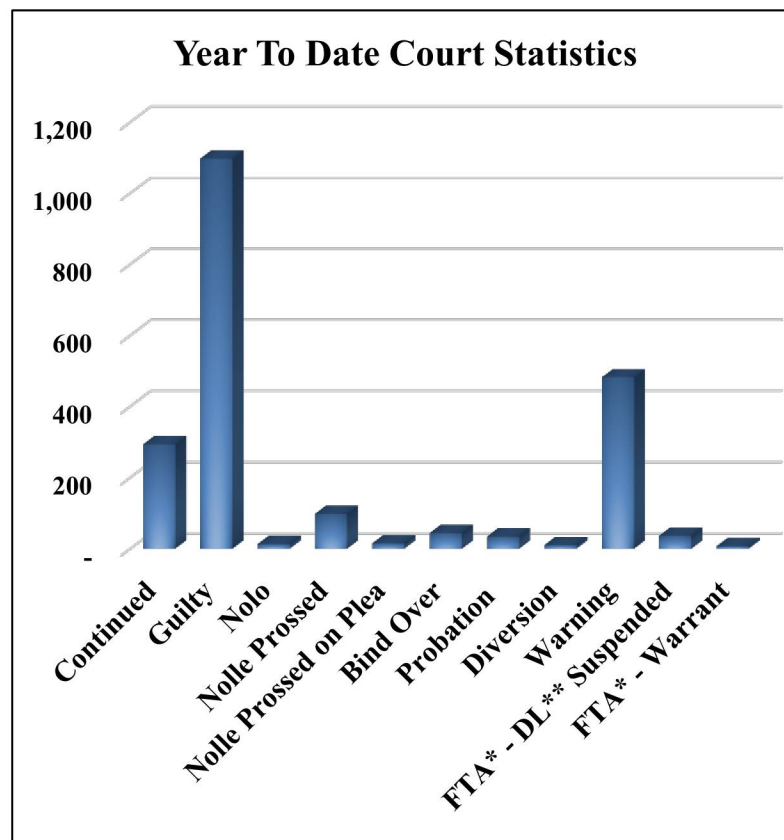


City of Holly Springs Court Statistics 2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	163	-	-	-	-	-	-	-	-	-	-	293
Guilty	585	512	-	-	-	-	-	-	-	-	-	-	1,097
Nolo	6	7	-	-	-	-	-	-	-	-	-	-	13
Nolle Prossed	37	61	-	-	-	-	-	-	-	-	-	-	98
Nolle Prossed on Plea	13	2	-	-	-	-	-	-	-	-	-	-	15
Bind Over	17	27	-	-	-	-	-	-	-	-	-	-	44
Probation	18	16	-	-	-	-	-	-	-	-	-	-	34
Diversion	5	5	-	-	-	-	-	-	-	-	-	-	10
Warning	82	400	-	-	-	-	-	-	-	-	-	-	482
FTA* - DL** Suspended	5	31	-	-	-	-	-	-	-	-	-	-	36
FTA* - Warrant	6	1	-	-	-	-	-	-	-	-	-	-	7
	904	1,225	-	-	-	-	-	-	-	-	-	-	2,129

* Failure to Appear

** Driver's License

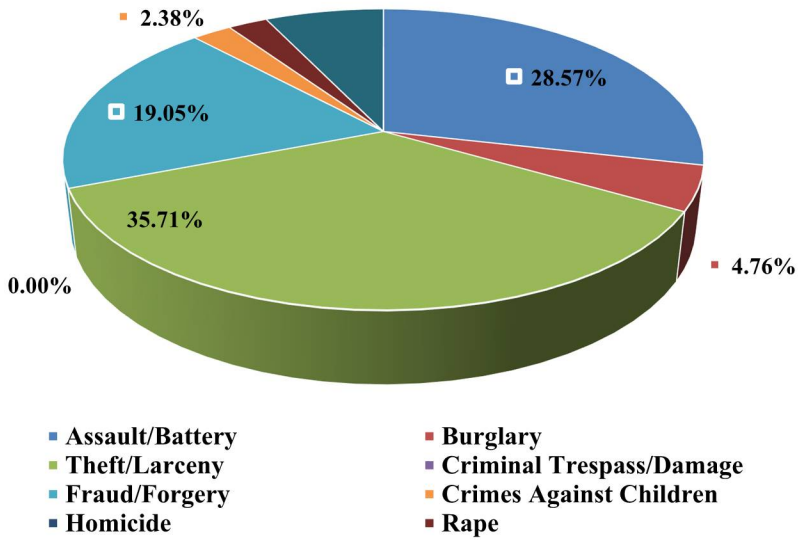




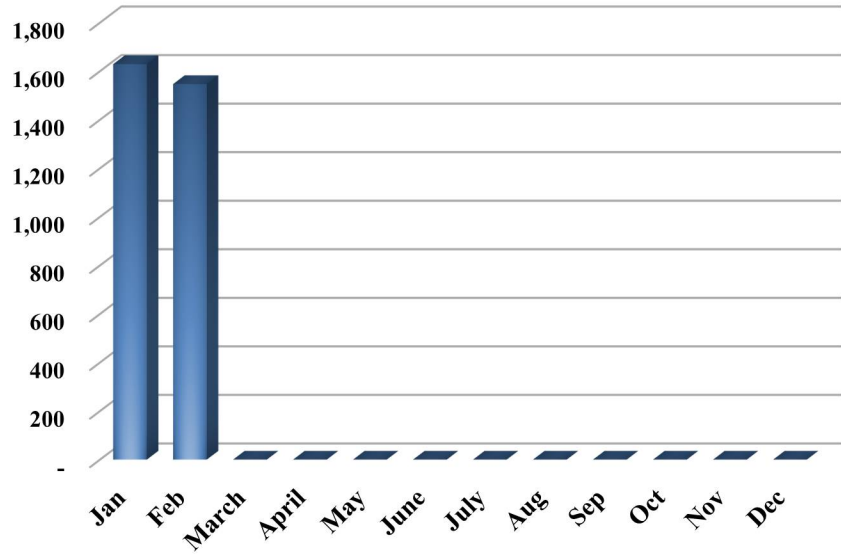
City of Holly Springs
Police Statistics
2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	5	7	-	-	-	-	-	-	-	-	-	-	12
Burglary	1	1	-	-	-	-	-	-	-	-	-	-	2
Theft/Larceny	10	5	-	-	-	-	-	-	-	-	-	-	15
Criminal Trespass/Damage	-	-	-	-	-	-	-	-	-	-	-	-	-
Fraud/Forgery	1	7	-	-	-	-	-	-	-	-	-	-	8
Crimes Against Children	1	-	-	-	-	-	-	-	-	-	-	-	1
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	1	-	-	-	-	-	-	-	-	-	-	1
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	2	1	-	-	-	-	-	-	-	-	-	-	3
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	20	22	-	-	-	-	-	-	-	-	-	-	42
Calls for Service	1,629	1,547	-	-	-	-	-	-	-	-	-	-	3,176

Year To Date Police Statistics



Year To Date Calls for Service





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

Description	Feb-21	
Pot Hole Repair	4	roads
Tree Service Work	10	row
ROW Mowing	0	row
Dead Animal Pick Up	4	roads
Street Sweeping	3	street sweeping
Road Salting	4	roads
Sign Maintenance	5	signs
Traffic Signals	2	signs
Equipment Maintenance	4	equipment maintenance
Misc. Work Orders	18	misc
PARKS		
J.B. Owens	16	parks
Barrett Park	13	parks
J.C. Mullins	14	parks
Monthly Totals	97	

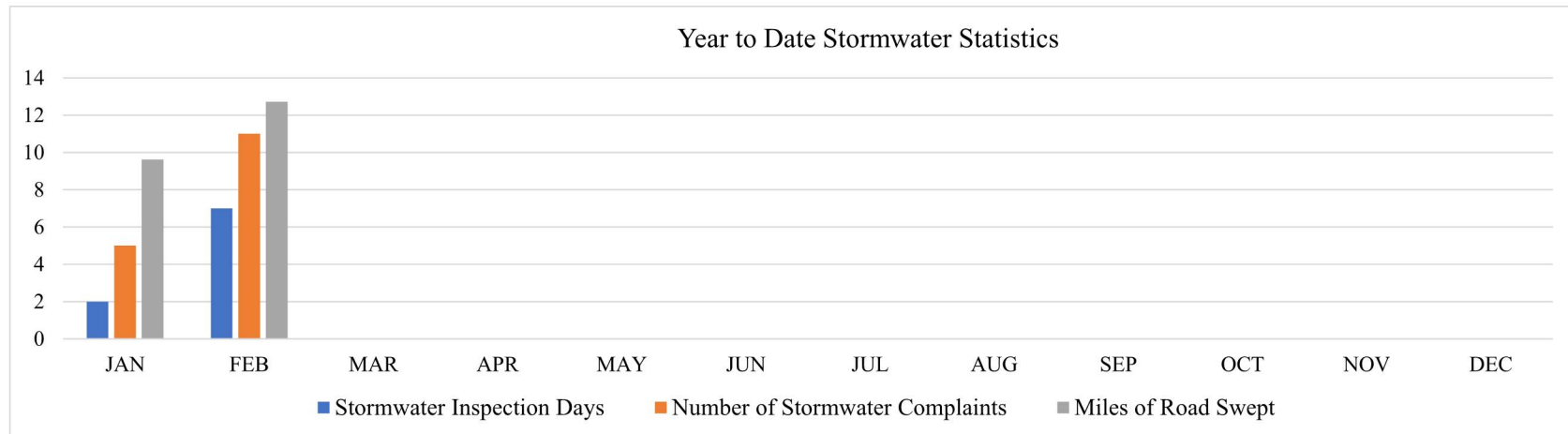
Street Sweeping Mileage

7.02



City of Holly Springs Stormwater Statistics 2021 Year to Date

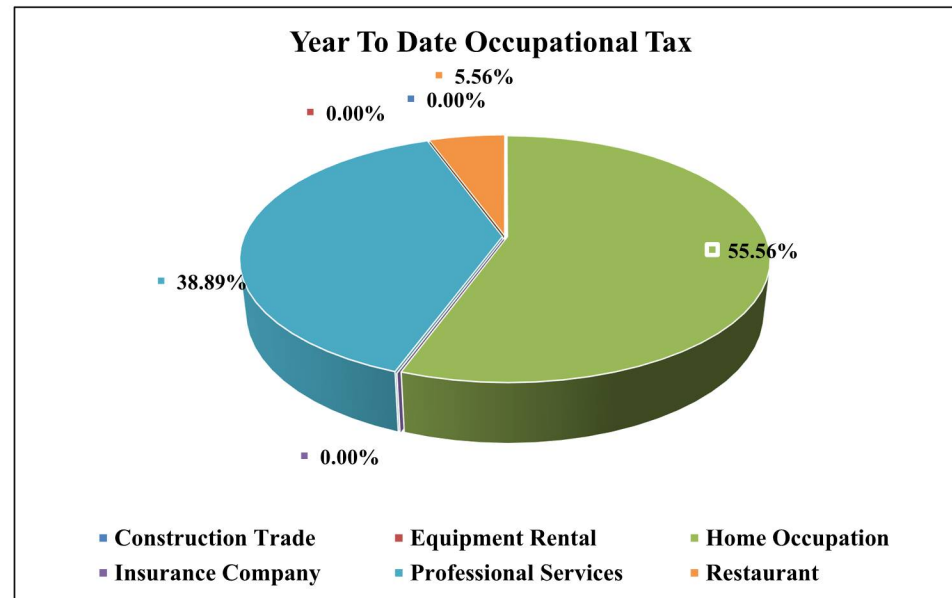
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	7											9
Number of Stormwater Complaints	5	11											16
Miles of Road Swept	9.62	12.72											22.34





City of Holly Springs Occupational Tax Summary 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	4	-	-	-	-	-	-	-	-	-	-	10	55.56%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	5	2	-	-	-	-	-	-	-	-	-	-	7	38.89%
Restaurant	-	1	-	-	-	-	-	-	-	-	-	-	1	5.56%
	11	7	-	-	-	-	-	-	-	-	-	-	18	100.00%



City of Holly Springs Work Session Meeting Speaker Sign In Sheet

March 15, 2021

Meeting Date: _____

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

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

