



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, October 7, 2024 | 6:30 PM

Steven W. Miller, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

AGENDA

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. PRESENTATIONS

A. Yard of the Month - Mr. Fnu Hendro

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

A. September 23, 2024 City Council Meeting minutes.

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Sixth Amendment of Workforce Innovation and Opportunity Act (WIOA) Contract (WD2210.6) between the City of Holly Springs and the Atlanta Regional Commission (ARC)
- B. Personal Property Auction Agreement between the City of Holly Springs and Jeff Dobson & Associates.
- C. Change Order #15 from Vertical Earth, Inc. for earthwork, rock removal, knee walls, and modular walls for the Holly Springs Town Center Parking Deck, in an amount not to exceed \$861,309.90.

- D. Quote # 1223-004-ROUGH from Plumbing On Purpose LLC for plumbing services in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$82,353.00.
- E. Quote # 1223-004-TEMP from Plumbing On Purposes LLC for storm drains in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$10,323.00.
- F. Public Crossing License and Maintenance Agreement between Georgia Northeastern Railroad Company, LLC and the City of Holly Springs, Georgia, with Attorney approval and, to authorize the Mayor to execute the document.
- G. Statement of Work Quote # Q-83484-1 for the implementation of the CivicPlus Select Media Package with the Agenda and Meeting Management Solution software, between CivicPlus, LLC and the City of Holly Springs, Georgia in an amount not to exceed \$3,550.
- H. Quote # 1102 from Go Full Cloud for the annual renewal of Microsoft Office 365 GCC G3, Microsoft 365 GCC G3 and Office 365 extra file storage for GCC licenses, in an amount not to exceed \$36,950.40
- I. Request from Place Services, Inc. to waive the bond requirement for all parcels, tracts, and roadways within the property boundary during the development of the project located off of East Cherokee.

IX. REPORTS

- A. Monthly Departmental Reports

X. ADJOURNMENT

**City of Holly Springs
City Council Meeting Minutes
September 23, 2024**

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

Elected Officials Not Present: Councilman Jeff Wilbur.

Staff Present: City Attorney Robert M. "Bobby" Dyer, City Clerk/Human Resources Director Karen Norred, Finance Director Denise Lamazares, Community Development Director Nancy Moon, Deputy Chief Greg Clyburn, and IT/Facilities Manager Ron Carter.

I. CALL TO ORDER

Mayor Miller called the City Council Meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Miller led the Pledge of Allegiance.

III. INVOCATION

Mayor Pro Tem Zenchuk gave the invocation.

IV. PRESENTATIONS

- A. Georgia Reads Day Proclamation
- B. Holly Springs Town Center Project Update

V. PUBLIC COMMENTS

No public comments were made.

VI. CONSENT AGENDA

- A. August 19, 2024 City Council Public Hearing minutes
- B. September 5, 2024 City Council Meeting minutes

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda.
Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

VII. OLD BUSINESS

- A. **MA-04-2024**, applicant, Dominion Development and Acquisitions, requests rezoning of 10.07 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcels 009 (pt), 011, 012 and 013 of tax plat 93N20, from GC, General Commercial, to HDMFR, High Density Multi-Family Residential, with staff stipulations as outlined in zoning ordinance MA-04-2024.

Mayor Pro Tem Zenchuk made a motion to approve Item A. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

VIII. NEW BUSINESS

- A. Bond Release for Performance Bond #1001028361 for Edgewater Subdivision, Phase 5.

Mayor Pro Tem Zenchuk made a motion to approve Item A. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- B. Time extension request for an additional 90 days, dated September 13, 2024, from Crown Retail Services, Inc. DBA Crown Service Contractors for the Holly Springs Town Center Parking Deck Electrical Project, RFB # 2024-06.

Councilman Whitaker made a motion to approve Item B. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- C. Amend the Professional AE Support Services Agreement for CD's for Permit & Bidding City Hall at Holly Springs Town Center, Georgia between the CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C) dba CPL and the City of Holly Springs, Georgia to add Professional AE Support Services – Adding CPL Structural Engineering to Scope City Hall at Holly Springs Town Center, Georgia in an amount not to exceed \$90,000.

Councilman Moore made a motion to approve Item C. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- D. Intergovernmental Agreement for Old Hwy 5/Main Street/Holly Springs Parkway Concept Planning Ridgewalk Parkway to East Cherokee Drive among Cherokee County, Georgia, the City of Holly Springs, Georgia, and the City of Woodstock, Georgia, in an amount not to exceed \$19,718.33.

Mayor Pro Tem Zenchuk made a motion to approve Item D. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- E. Master Service Agreement between the City of Holly Springs and Oasis Consulting Services for construction material testing and inspection services for the Holly Springs Pkwy @ Fox Creek Dr Intersection Improvement & Sidewalk Project, RFB # 2024-03, in an amount not to exceed \$8,000.

Councilman Moore made a motion to approve Item E. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- F. Resolution of the City of Holly Springs, Georgia authorizing the renewal of Health Insurance effective January 1, 2025 with Cigna Healthcare for the medical, dental and vision lines of coverage and to renew the Open Access Plus Plan

OAP base as the medical base plan, and to renew the Open Access Plus Plan OAP buyup as the buy-up option; to renew the Q5 DPPO \$1000/Ortho dental plan; to renew the C1-Standard PPO Comprehensive vision plan; and to authorize the City Clerk/HR Director to execute all documents pertaining to these matters.

Mayor Pro Tem Zenchuk made a motion to approve Item F. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- G. Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Basic Life and AD&D Insurance, the voluntary life insurance, the short-term disability, the renewal of the long-term disability, the voluntary accident insurance, the voluntary critical illness insurance with the Standard Insurance Company; and to authorize the City Clerk/HR Director to execute all documents pertaining to these matters for plan year January 1, 2025 through December 31, 2025.

Mayor Pro Tem Zenchuk made a motion to approve Item G. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

IX. REPORTS

Mayor Pro Tem Zenchuk informed everyone that a ribbon cutting will be held on Wednesday, September 25th at 10:00 a.m. for Phase II of the Holly Springs Parkway Widening project.

X. ADJOURNMENT

Mayor Pro Tem Zenchuk made a motion to adjourn the meeting. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

Respectfully submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Robert H. Logan, City Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Sixth Amendment of Workforce Innovation and Opportunity Act (WIOA) Contract (WD2210.6) between the City of Holly Springs and the Atlanta Regional Commission (ARC)

EXECUTIVE SUMMARY:

The Atlanta Regional Commission (ARC) has submitted the proposed sixth Amendment to Youth Contract WD2210 between the ARC and the City of Holly Springs for the Workforce Innovation and Opportunity Act (WIOA) Contract. The WIOA contract is a pass-through grant administered by Cherokee FOCUS. The proposed sixth amendment adds prior year 2024 funding in the amount of \$68,400, consisting of general services of \$46,065 and work experience services of \$22,335. The amendment also includes updates to the goal sheets and performance measures and objectives.

FISCAL IMPACT:

The WIOA grant is a pass-through grant. There is no fiscal impact upon the budget of the City of Holly Springs.

ATTACHMENTS:

1. Sixth Amendment to WIOA Contract

RECOMMENDATION:

Staff recommends the approval of the 6th amendment of the WIOA contract.

CONCURRENCES:

The Finance Director concurs with this recommendation.

SIXTH AMENDMENT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT CONTRACT

THIS AGREEMENT is entered into as of this 1st day of September 2024, by and between City of Holly Springs of Holly Springs, Georgia (hereinafter referred to as the "Contractor") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2021, in which the Contractor agreed to perform certain services for ARC and ARC agreed to compensate the Contractor for the performance of such services, all as more fully set forth in said contract; and

WHEREAS, the parties have previously amended said contract as of 05/01/2022; and 07/01/2022; and 06/01/2023; and 10/01/2023; and 04/01/2024

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

WHEREAS, the Workforce Investment Act was reauthorized by the United States Congress through the passage of the Workforce Innovation and Opportunity Act on July 22, 2014 resulting in changes in nomenclature.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages A-1 through A-3, D-1, and F-1 through F-4, dated 04/01/24, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages A-1, D-1, and F-1 through F-4, dated 07/01/24, copies of which are attached hereto.
2. Pages C-1 through C-14, and E-1 through E-4, dated 07/01/22, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages C-1 through C-14, and E-1 through E-4, dated 07/01/24, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Contractor and ARC have hereunto agreed effective as of the date first above written.

ATTEST:

CITY OF HOLLY SPRINGS

By: _____

Title: _____

ARC Contract
Number WD2210.6

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

By: _____
Chairman

CONTRACT GENERAL OVERVIEW

- I. **General:** The work to be accomplished by the Contractor is in support of the following ARC Subelements:

ARC Cost Center	Cost Center Title	FAIN Number
204CB	PY21 WIOA Out of School Youth Program	AA-36314-21-55-A-13
104CB	PY20 WIOA Out of School Youth Program	AA-34763-20-55-A-13
304CB	PY22 WIOA Out of School Youth Program	AA-38524-22-55-A-13
304CB	PY22 WIOA Out of School Youth Program	AA-38524-22-55-A-13
404CB	PY23 WIOA Out of School Youth Program	23-A55AY-00-0004
404CF	PY21 WIOA Out of School Youth Program	AA-36314-21-55-A-13
504CB	PY24 WIOA Out of School Youth Program	24-A55AY-00-0074

- II. **Area Covered:** The Contractor shall perform all the necessary services provided under this Contract within the WorkSource Atlanta Regional Area (also known as Local Workforce Development Area 07), which is comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Exhibits, or under direction by ARWDB staff.

- III. **Work and Services:** The Contractor shall do, perform and carry out in a satisfactory and proper manner as determined by ARC the following work and services:

A. **General Provisions**

The Contractor shall perform all work and services in a manner consistent with Georgia's Workforce Innovation and Opportunity Act Plan; Federal Workforce Innovation and Opportunity Act as revised or amended; Federal Final Regulations (20 CFR Part 652 and Parts 660 through 671) for the LWDA; and, any relevant ARC instructions or formal communications.

B. **Specific Provisions**

The Contractor shall do, perform and carry out the work and/or services described in Exhibits listed in the Table of Contents, attached hereto and made a part hereof.

ORGANIZATION AND SERVICES OVERVIEW

1. Contract Executor Information

#	Request	Response
1	Service Provider (Legal Name)	City of Holly Springs/ Cherokee FOCUS
2	Contract Executor Name & Title	Robert Logan City Manager/Finance Director
3	Physical Address	3237 Holly Springs Parkway Holly Springs, GA. 30115
4	Billing Address	City of Holly Springs P.O. Box 990 Holly Springs, GA 30142
5	Telephone Number	(770) 345-5536
6	Fax Number	770-345-0209
7	Email Address	rlogan@hollysprings.ga.us

2. Federal & State Requirement

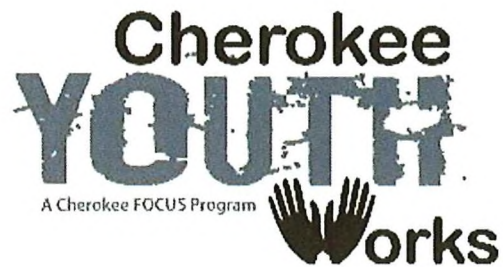
#	Request	Response
1	Federal Tax ID Number	58-1051551
2	GA Unemployment Insurance Number	140283-03
3	GA Withholding Tax Number	N/A – Municipality
4	Business License Number & County	N/A
5	E-Verify ID Number	104949
6	Minority/Woman Owned	☐ Yes ☒ No
7	Organization Type	☐ Non-Profit ☐ For-Profit ☐ Educational ☒ Public

3. Contract Information

#	Request	Response
1	Contract Type	Cost Reimbursement
2	Contract Begin & End Date	07/01/2024 – 06/30/2025
3	Project Population	Out-of-School Youth (OSY) in Cherokee County
4	Project Schedule (Begin & End Time)	Monday – Friday 9:00am – 5:00pm
5	Holidays & Leave Schedule	• Thursday, 7/4/2024 • Monday, 9/2/2024 • Monday, 10/14/24 • Monday, 11/11/2024 • Thursday, 11/28/2024 • Friday, 11/29/2024 • Wednesday, 12/25/2024 • Wednesday, 01/01/2025 • Monday, 1/20/2025 • Monday, 2/17/2025 • Friday, 4/18/2025 • Monday, 5/26/2025 • Thursday, 6/19/2025
6	Project Contact Person Name & Title	Sonia Carruthers Director/CEO
7	Client Services Location	Cherokee FOCUS 113 Palm Street Holly Springs, GA 30115
8	Telephone Number	(770) 345-5483
9	Fax Number	770-704-9297
10	Email Address	Sonia@Cherokeeefocus.org



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PROGRAM DESIGN

PY 2024

July 1, 2024 – June 30, 2025



Cherokee Youth Works

Program Design - PY 2024

Cherokee Youth Works (CYW) is a year-round WIOA Youth program serving OSY 16-24 years of age. Our program is individualized to meet the needs of the young adult. Every participant receives comprehensive and personalized services and program activities based on that need and point of progress in the program.

From the creation of Cherokee FOCUS, our vision has been: "An empowered community of thriving families." By establishing the Cherokee Youth Works program, we are not only aiming to instill our participants with the skills needed to succeed in future careers and in life, we are attempting to break the cycle of poverty, unemployment and low literacy/education in our community.

This document will provide a snap-shot of the intention of the CYW program in Program Year (PY) 2024.

Recruitment Strategy/Efforts

Cherokee FOCUS and the Cherokee Youth Works programs have always taken a relational approach to recruitment by enlisting the help of those who know the program and our target population. This knowledge is often a result of communications provided and highlighted at our monthly Collaborative Meeting. Additionally, word-of-mouth of our current and past program participants continues to be our best marketing tool, as they continually refer friends and family.

Of issue for the Cherokee Youth Works program is the growth of options for youth who have decided that traditional high school is not the path they want to continue. Recently we have seen the opening of a Mountain Education branch here in Cherokee County. The Cherokee School District (CCSD) worked with Mountain Education to enable them to utilize an older school building located on the campus of Etowah High School and E.T. Booth Middle School. The benefit to the Cherokee School System is that when a student officially withdraws from high school and enrolls in the Mountain Education program, it is considered a "transition" because they are still able to get a high school diploma. If that same student decided to withdraw from high school and enroll in the Cherokee Youth Works program, it is considered a "drop out" and affects the Cherokee County dropout rate, whereas a Mountain Education enrollment would not.

In addition to Mountain Education, a new dual enrollment pilot program was started at Chattahoochee Technical College (not the Adult Education division). With this option a student who is on course and up-to-date with high-school credits can choose to withdrawn from their high school and enroll in this program at Chattahoochee Technical College and choose to get a GED or High School diploma while gaining trade skills in classes at the college. Neither one of these programs offer the paid work experience or individual attention that Cherokee Youth Works can, however these programs work to the benefit of keeping the Cherokee County School District drop-out rate very low.

We continue to engage our community partners as outreach allies with a team approach. We continue to do more targeted work in the form of co-enrolling with partners including Chattahoochee Technical College Adult Education, Mountain Education Etowah Campus, and Cherokee County Vocational Rehabilitation. Our goal is to locate as many youth who have dropped out of school and need a GED and

workforce training. Additionally, we seek to provide our workforce training services to those youth already with a high school diploma who need assistance establishing a career path, as they do not desire enrollment in post-secondary education. We are strengthening our alliance with the Cherokee County School District (CCSD) to help us identify these youth which has already produced several referrals. Specifically, we have established a direct communication channel with CCSD high school counselors who know first-hand those graduating students who could benefit from our services. While we always rely on our large collaborative of supportive partners, we will also be enlisting the specific help of local employers such as Universal Alloy to let us know if they have been contacted by a youth who would like to apply for a job but does not have a high school diploma or GED and could use our services. Additionally, we continue our partnership with the Cherokee County Drug Court to provide our comprehensive programming for those CYW eligible youth involved in the drug court system. This also allows us to bolster our relationship with judicial officers, probation officers, etc. who have already been a regular source for referrals to our program.

CYW also receives referrals from the Career Resource Center, Department of Juvenile Justice, GA Probation Management, Canton Housing Authority, MUST Ministries, Goshen Valley (foster) local hotels/extended stays, local law enforcement, Encompass Ministries, Family Violence Center, private therapists and mental health professionals, and several area churches.

Intake & Eligibility Determination Process

Potential participants are made aware of program eligibility guidelines when they call or drop in and at that point can set up a meeting with a CYW staff member. During the meeting, the staff member explains the program particulars, especially highlighting the workforce development aspects, while also getting to know the youth. This allows the staff to ascertain potential needs and barriers to success of the interested applicant. After determining general eligibility, the potential participant is administered an on-line TABE 11/12 test. CYW had moved the TABE portion of our process to this initial meeting to better and more quickly determine the suitability of our program for the interested individual. Moving the TABE has proved to be successful in determining the participant's plan and has also made the intake process more efficient. After reviewing the results of the TABE with the applicant, he is given the required documents/application and direction for completion. The youth is expected to submit the required documentation on his first day of class ("orientation day") which is established and agreed upon after TABE results have been discussed. The enrollment process continues on orientation day when the completed application is reviewed with special emphasis of our Orientation Form which details participant's requirements through Follow-Up. The applicant is also made aware of our Suitability Index (behavior, attendance, classroom performance, etc.) which clearly states our expectations for program participation. After our standard 6-week trial period, we present our collected observational and informal assessment information and completed Suitability Index. We seek the applicant's input as we evaluate and discuss to determine whether official entrance into our program is supported.

Program Orientation and WIOA Services

On a participant's first day with CYW, the applicant submits completed, required documentation unless he requests further assistance retrieving something like a State ID or Birth Certificate. The youth is given the opportunity to ask any further questions, and the staff once again reviews the expectations and requirements of the program. Other potential needs are addressed at this time and then discussed further when completing a participant's Individual Service Plan (ISP). Eventual development of the ISP is

a critical component of the entry process as it establishes the individual's goals for participation in the program.

Objective Assessment

To determine the direction to pursue with each individual participant, a series of activities are conducted as part of the objective assessment. This includes activities such as resume creation, career assessment, career aspirations, and, ultimately, ISP development. With the information gathered from these activities, along with the anecdotal and observational data from the interview process and classroom performance, the Career Advisors are then able to work with the participant to develop the participant's ISP and to determine an appropriate career pathway (employment, education, or certification).

CYW feels that it is important to ensure the youth participant is an active part of the planning process. We call this "buy in." The goals and expectations of the program and the outcomes expected are laid out clearly so there are no misunderstandings in the future. This is a team effort, and we make clear that we cannot help someone who does not have the desire to help himself. We have found that making all of this certain upfront cuts down on future "lost youth." This is why we implemented a 6-week trial period when the staff and program volunteers are able to gauge commitment to the program through tracking attendance, observing attitude, and getting to know the participant. The youth knows that this period is also a time for him to try our program on for size as well (this has cut down on lost youth). This time period can be shortened if the CYW staff and participant determine a clear commitment, or if the participant's plan requires milestones be achieved prior to the 6-week timeline. At the end of the 6-week trial period, all of the above information as well as the Suitability Index are reviewed with the participant to determine eligibility. Upon official registration in our program, the Objective Assessment Summary is completed to reflect the intended goals of the individual and what barriers may affect his achievement.

Assessment Service Plan – Individual Service Plan (ISP)

After evaluating the scores from the TABE test and the results of the career assessment, a CYW Career Advisor sits down and reviews the next steps with the participant. The pathway for the participant is identified and educational, employment and personal goals are set. These goals focus on the individual's aspirations and the information we have collected. The goals are set to align with the participant's expressed interests and desired program outcomes.

In most cases, our participants enter our program with the ambition of completing their GED. Since not having a high school or high school equivalency diploma is viewed as a barrier to employment, CYW holds GED classes with both paid and volunteer tutors that assist students through the process. Depending on the initial TABE scores, it may be recommended that some applicants attend GED classes at Chattahoochee Technical College Adult Education should their instructional needs extend beyond our in-house resources. CYW Career Advisors engage the participant to set specific educational goals relevant to their TABE scores and future plans rather than setting a broad goal of "getting my GED." These goals are individualized and narrow down steps needed to be taken for positive outcomes. With future/long term employment goals in mind, the Career Advisor guides the participant through job/career counseling and evaluation to determine whether the participant is a good candidate for Work Experience (WEx) or other job placement. These will be reflected in the employment goal. The personal

goal is unique for each individual depending on his life's circumstances. At this time many students choose to reveal more about themselves and disclose additional information that can assist the CYW staff with directing them to supportive services.

Providing or Making Available the Youth 14 Elements of Services

TUTORING

In-person tutoring is available Tuesdays through Thursdays. We also arrange for individual tutoring sessions beyond these designated class times anytime a student requests such, it is deemed necessary by the instructor, and/or to accommodate participant's work hours, family responsibilities, etc. Virtual as well as in-person services are offered to meet these needs. CYW is equipped with two paid tutors along with our volunteer tutors and interns. This allows CYW to provide a well-rounded educational experience to all participants who are pursuing their GED. Beyond GED, our tutoring staff will also assist participants with preparing for military exams, college entrance exams, placement exams and with college material when needed.

ALTERNATIVE SCHOOL SERVICES/DROPOUT RECOVERY

CYW has worked closely with alternative schools, including home schools, in Cherokee County. These programs have been referral sources and work seamlessly with us in securing necessary paperwork for our program when needed. Often students see our program as an option when they are unsuccessful at the school district's alternative school, further enhancing the need to maintain our solid relationship with the local school district.

WORK EXPERIENCE

CYW collaborates with local partners to provide our participants with experiences in a variety of work fields utilizing WEx dollars, internships, job shadowing, on-the-job training and apprentice programs when available. We also offer participation in Career Compass Academy which is an online WEx opportunity for our youth. (Detailed WEx Plan to follow.)

IN-DEMAND/GROWTH SECTORS

CYW is keeping abreast of the Governors HDCl as well as target growth sectors identified by the Cherokee Office of Economic Development to guide our participants in choosing educational and career paths. Locally some of these focused sectors include healthcare, advanced manufacturing, information technology and film/media. Our youth have successfully participated in the Career Compass Academy which targets these in-demand industries and have participated in Be Pro Be Proud interactive services which highlight in-demand career fields.

WORKFORCE PREPARATION/TRAINING

CYW provides an all-encompassing career readiness, career discovery and workforce training program. CYW makes it a priority to involve community partners from the county Collaborative, as well as its Board, to teach lessons and expose the youth to new careers and concepts and critical employability issues. Both GED participants and those who have already obtained their GED may attend the classes. Mock interviews, soft skills training, preparation of an elevator speech, how to make a first impression, and professional social media practices are all examples of activities that CYW participants complete.

LEADERSHIP DEVELOPMENT

CYW instills participants with the leadership skills needed to become good citizens of the community. We have community speakers join us to speak on leadership topics, and we have been able to send certain participants to the Rotary Youth Leadership Academy and the Georgia Teen Institute. The Kennesaw State University youth leadership department also assists in teaching leadership skills through interactive workshops, such as diversity classes and becoming a leader.

SUPPORT SERVICES

The robust community Collaborative in Cherokee County has been an undeniable resource for providing supportive services to our youth. Cherokee FOCUS is the Family Connection partner in our county which allows CYW the opportunity to access a vast catalogue of local supportive service providers and community partners. The Collaborative is used as a resource for providing transportation to our youth, counseling, food, clothing, and of course, employment. CYW is very strong in this area given our core of collaboration. Additional funding and In-Kind support from the community partners allow us to provide supportive services as needed and warranted.

ADULT MENTORING

CYW has wonderful community partners who have been willing to step up and offer their guidance and assistance to our participants. This includes mentorship should a participant become incarcerated. Some provide moral support and personal mentoring, while others provide internship opportunities and ways to expand our participants' work experiences.

TWELVE MONTH FOLLOW UP

CYW often maintains contact well beyond the required twelve-month follow-up period. The relationships are established and the program is seen as a place where past participants can come and seek advice or a kind ear. We benchmark the employment status of the exited participant at both 6 months and 12 months to assure that he is still on track with his employment. As we have learned, no matter how strong the relationship with a participant, it sometimes becomes quite difficult to maintain contact during the follow-up period. To combat the challenges this may present, CYW has asked for new/more specific releases of information that will allow our Career Advisors to still access the needed follow-up information even without the participant (ex. specific employment verification release and college specific releases). Assistance provided through the ARC has also been very valuable in securing the needed follow-up information when we are unable to connect with the youth.

While in Follow-Up, CYW continues to assist participants with their employment and educational needs. If supportive services are required to ensure the success of the participant, CYW provides said services as outlined by WIOA.

COUNSELING

Career Advisors provide frequent, compassionate counseling on an ongoing basis to each participant and have noted the pervasiveness of mental health issues among youth. For those clients needing more in-depth professional counseling to overcome a barrier, participants are provided with a list of therapists in the area who provide services on a sliding fee scale. We have recently established a counseling liaison and referral pipeline at Goshen Family Services, an agency that opened this past year in Cherokee

County. We have also partnered with Highland Rivers Health to bring group classes on coping skills and suicide prevention as well as professional development to staff regarding the mental health issues staff members encounter when working with youth. Per ARC directive, we have added the Emotional Wellness Survey to our application and utilize that data to provide individuals with community mental health resources when indicated and/or desired.

FINANCIAL LITERACY

In PY2024, CYW will continue to teach the basics of banking and financial literacy through focused classes as well as during GED instruction. Community partners in the financial field will teach an array of subject matter from budgeting to establishing credit to responsible shopping and college savings. These partners include local bankers and financial aid advisors.

ENTREPRENEURIAL SKILLS

Entrepreneurial skills are taught through the teamwork of community collaborative partners and CYW staff. Local entrepreneurs are welcomed as guest speakers to share their personal experiences and advice. Participants are encouraged to ask questions and be engaged with the guest speakers. Field trips to businesses and stores allow students to see and experience what an entrepreneur can accomplish.

LABOR MARKET/CAREER READINESS

Career readiness is a focus for every participant, and CYW provides both group work and individual direction in this area. Soft skills are introduced and practiced in the classroom and on-the-job training is an avenue for technical skills building. Participants can attend field trips to different work-sites and have participated in job shadowing exercises, and WEx opportunities provide a place to learn and practice needed career skills. Industry credentials are also offered to our participants to support career readiness.

PREPARATION FOR POST-SECONDARY EDUCATION/TRAINING

CYW prepares students for such tests as Accuplacer, SAT or ACT test, and ASVAB. CYW has been successful in transitioning our clients in to a variety of post-secondary educational opportunities. While the majority of CYW students choose to attend Chattahoochee Technical College, CYW staff discusses a variety of options with participants. We are dedicated to supporting each student whether they choose a traditional college route, technical school, or certification program. We also provide opportunities that support credential attainment which aligns with and supports a participant's ISP goals. These opportunities can enhance a participant's employability in fields such as hospitality, retail, and food service industries.

Referral process

CYW has built relationships throughout Cherokee County with entities such as the Cherokee County School District, Department of Juvenile Justice, Vocational Rehab, the Violence Center, foster care organizations and so on. These groups contact us directly with possible referrals to our program.

Referring WIOA Participants: During the Objective Assessment, our Career Advisors are able to determine if other supportive services outside of what CYW can directly provide are needed. Once identified, the CYW advisor connects the participant with the specific referral. This can be for an array of

services including but not limited to counseling, transportation assistance, housing, and other educational support, such as Vocational Rehab, and may also include WIOA Adult services.

Referring those not suitable for our program: If it is determined that a potential participant is not a good fit for the CYW program, he is given the contacts to programs that may better serve him. When appropriate, CYW will make an introductory call for the individual and go above and beyond to assist him until we are satisfied that the individual will be well taken care of. Being that Cherokee FOCUS is the community collaborative through Family Connection, CYW has an extensive list of other providers in the community that can assist with a broad spectrum of services.

Coordination with the Career Resource Centers (CRCs)/ One-Stop System

We regularly refer, when appropriate, the One-Stop system to those who call us with general inquiries about job and career resources and are not eligible for our services. CYW is committed to building a stronger relationship with this provider in order to leverage our resources to best serve the Cherokee County population. CYW has invited the One-Stop staff to attend the Cherokee County Collaborative in order to get them connected to more resources in the community.

Academic Requirements (e.g., Basic Skills remediation)

Every applicant of CYW is administered the TABE 11/12 test. If the scores result in an NRS below 3, we will often suggest co-enrollment with Chattahoochee Technical College Adult Education. If TABE 11/12 scores are NRS 3 or above, the applicant will be offered the opportunity to start GED classes with us and will be placed in Level I or Level II classes dependent on the strength of those test scores. During our 6-week trial period, we then carefully monitor the participant's progress and determine if he will remain in the CYW GED tutoring or if he will need to be referred to Chattahoochee Technical College Adult Education for more intensive GED work.

For participants who have already received a high school diploma or GED and are interested in our other workforce services, we generally require a TABE 11/12 of at least NRS 5 as this would indicate the individual is not Basic Skills Deficient.

Services that lead to attainment of a WIOA recognized credential

CYW offers in-house GED classes and tutoring. CYW also facilitates web-based credentials such as the ServSafe and Customer Service Certifications in-house. Through partnership with Chattahoochee Technical College Business and Professional Education Department, Goodwill, Rogers Mechanical Contractors and MUST Ministries, CYW is able to offer participants credentialing opportunities such as forklift certification, OSHA certification, HVAC, etc. These certifications, beyond GED, are offered on an individual basis depending on the participant's service plan, career pathway, and/or current employment.

Meeting Measurable Skills Gain Performance Measures

The vulnerabilities and barriers of the youth population we serve directly affect the attainment of Measurable Skills Gains (MSGs), whose metrics are currently limited in their definition. Intellectual capability, intrinsic beliefs, self-esteem, significant life issues, and physical and mental health are just a few of the factors which limit the speed and quality of progress for each individual and often make MSGs (as currently defined) difficult to achieve. While our youth often achieve MSGs, the yearly

requirement can be unreasonably limiting for some of them. Nonetheless, the availability and application of support across all these youth needs is the foundational mission of our program. We readily provide extra instruction and attention beyond designated class times and strive to offer the appropriate resources that are tailor-made to the needs of the individual. Consequently, we have seen ISP goal progress as well as the increasing confidence among our youth who begin to believe they can and will have a brighter future. We will continue our strong efforts in this area and will continue to seek supportive resources outside our program which can enhance our youth's progress. This includes community mentors and volunteer tutors who can assist us with our mission so that the youth can achieve MSGs more readily.

Innovative experiences that will help youth to gain marketable skills

CYW incorporates interactive learning opportunities for our participants from mock interviews, resume workshops, attendance at career expos and job fairs, as well as the opportunity to shadow at local businesses.

Because CYW has acquired a 15 passenger van through leveraging other resources, it has opened opportunities to take CYW program participants on informative industry tours at local businesses. The CYW staff is continually speaking with local business partners to arrange these tours that will give the participants exposure to opportunities in their community.

Connection to post-secondary education or Advanced Training.

Chattahoochee Technical College was a charter member of our organization 15 years ago and has had at least one seat on our Board of Directors since that time.

CYW maintains a memorandum of understanding and/or relationship with Chattahoochee Technical College, Reinhardt University, and Kennesaw State University. The Career Advisors have also familiarized themselves with other colleges in the area to best advise CYW participants in the direction they should pursue to meet their goals.

CYW hosts guest speakers from post-secondary education to introduce student programs, financial aid and scholarship information as well as information in credentialing or certifications available at the college level. We have also scheduled tours to local colleges as further exposure for our participants regarding post-secondary options.

Providing a holistic approach that not only addresses employment and education development, but one that incorporates personal and social development as well.

CYW takes pride in serving the participant as a whole. When working with this population, we often take on the role of parent, friend, mentor, and confidant. Career Advisors work to maintain maximum availability to participants which often entails after-hours and weekend communications. Our program cannot attain full success without providing the wrap-around services that each individual participant needs. In some cases, this requires making a plea to our Board of Directors to help house a participant who just needs a hand-up to get back on his feet, connecting the participant with other organizations in the community that can eliminate a barrier, or lending an ear after hours to make certain that the participant knows he is cared for and supported. To support our holistic approach, CYW has welcomed guests that speak about physical fitness, mindfulness, and mental fortitude. We touch on subjects such

as networking, diversity, and how to communicate. Youth are faced with unimaginable temptations and obstacles on a daily basis that have the potential to derail their lives. They have also experienced the negative ramifications of the recent pandemic which have affected overall mental health, job opportunities, and school performance. CYW, Drug Free Cherokee, Cherokee FOCUS and our collaborative partners will continue to work tirelessly until these issues are eradicated. We are also leveraging our resources and expertise through the new Cherokee County Suicide Prevention Coalition. It is important to CYW that the participants in our program feel secure in themselves, but also in the company of our other participants and staff, so they can comfortably reach out if in need of help.

New Project/Initiatives 2024

In PY2024, CYW is excited to be growing our relationship with our TCSG partner, Chattahoochee Technical College Adult Education as well as the Cherokee County School District. Although we have worked together in the past, we have identified new opportunities to partner in a mutually beneficial way. For instance, we are looking at the best way to partner with their eligible ESL students who are pursuing their GED and would qualify for our services.

CYW will also be pursuing new partnerships with the Cherokee County homeschooled community. CYW staff is in the process of reaching out to homeschool contacts to arrange meetings to discuss potential collaboration.

Additionally, CYW will continue to foster our partnership with the Cherokee County Drug Court.

CYW staff regularly arranges informative meetings with our current partners and referral sources to discuss new innovative ways of partnering and referring. Similar meetings will continue to be arranged with businesses/WEx potential partners with the goal of expanding the variety of WEx opportunities for our youth.

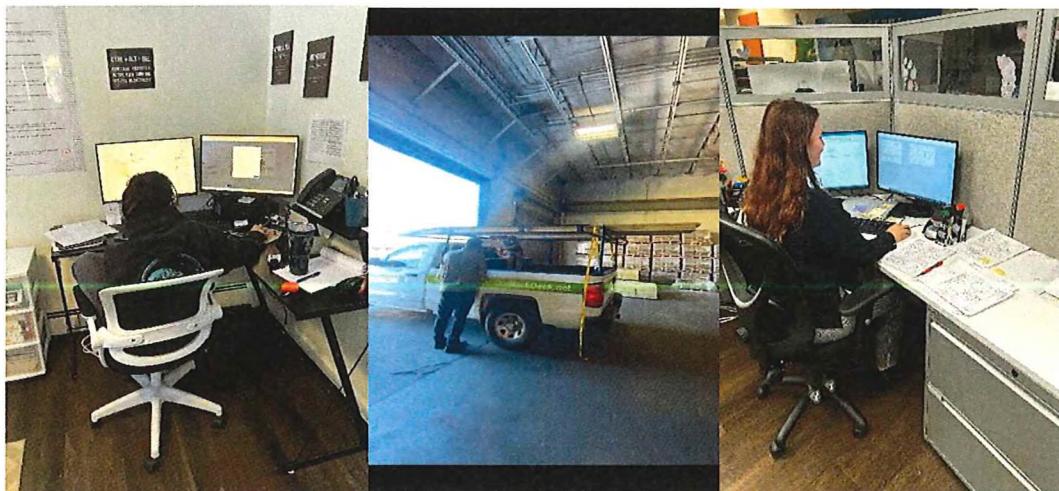
We are also in-process of developing an app that can be used by our participants to easily access Cherokee County resources. While refinement is still needed, we believe this app will provide instant information access with, literally, a click of a finger utilizing a modality very familiar and much preferred by our youth.

Strategies to Assess Effectiveness of Program Design

As mentioned above, we will be holding meetings with active partners to revisit program best practices as it relates to those relationships. We utilize VOS reports as a way to measure progress and outcomes. CYW regularly communicates with other providers as a way to share strategies that other providers may have used and seen successful in assessing their design.

We have incorporated the solicitation of written and verbal testimonials from current participants as well as those entering end-of-services (EOS) status as a way to evaluate our program effectiveness. Plans for PY2024 include the continued administration of a Participant Survey given during the program year. While these surveys have always resulted in strictly positive reviews, our staff engages in regular discussions to identify and implement how best to improve program quality for our youth. On an informal basis, we have on-going discussions with our participants as to how better to serve them.

Work Experience PROGRAM DESIGN PY 2024



Strategies to Provide Paid and Unpaid WEx Services

Over the past few years we have been fortunate to have made very strong partnerships in the Cherokee County employer community. Cherokee FOCUS and the Cherokee Youth Works program have always had a very good reputation. As a result of our efforts, we now see employers call us with job opportunities much more so than us having to go out and find good jobs. Also over the past few years our funding and required number of CYW participants has gone down making it much more difficult to place a participant in a WEX experience when our pool of candidates is smaller and almost never matches the job openings that are available. In an effort to supply our county employers with the workers they need, we will continue to evaluate our overall participant recruitment, but especially putting in the effort to reach young people in need of a GED who are looking for the type of jobs that are available in certain industries. During this year we are looking at partnerships with organizations such as Universal Alloy and other industries in need of an employee pipeline.

Employability Skills Activity/Services

In an effort to familiarize both the employer and participant with each other, our program invites local business leaders to speak to our participants about career possibilities in order to introduce youth to the wide variety of openings available in their home county and skills needed to obtain those positions. Community employers are also utilized as part of our in-house work-ready workshops. Workshops taught on topics such as interview techniques, applications that will get you hired, and job retention once you are inside the door are more effective when they are being taught by employers who could potentially hire the participant. These in-house interactions also give employers the opportunity to meet and get to know our participants directly.

Employer Relationship/Connections

In addition to aligning with like-minded organizations, we have been seeking employers based on pathway/industry as opposed to by strictly individual participant placement. Being a presence in the community and at business-centric events positions us to build valuable relationships with possible employers. Our Executive Director sits on the advisory committees for the planning of Cherokee's Workforce Collaborative Strategic Implementation Plan through the Cherokee Office of Economic Development along with an array of local and regional leaders from industry, education and the community. Networking has proven very productive in securing job placement and opportunities for our participants.

Being an active member of the community has always been a top priority of our program and organization making sure we allow time for speaking at civic clubs, attending and hosting booths at career expos and community events, and participating in monthly Collaborative meetings.

As we are seeing more successful outcomes from placement, we are gaining additional credibility among the business community in Cherokee. There is no better marketing than a happy employer spreading the word to his counterparts.

Another action we plan to continue during PY2024 is engaging with our employer partners to discuss OJT and other programs available to them through the ARC. We saw success with this in prior years which resulted in a clear-cut career pathway set up with a local HVAC company and wood and metal fabricator/manufacturer.

Strategies to align WEx with Career Pathways as Outlined in the Service Plan

As we are looking at a smaller target of youth/employers this year we will still keep our relationships with those other employers who can provide career pathway options. We have grown our relationships with employers who can provide opportunities in fields that are often identified by our participants and are in high demand. Listed below are some local businesses that have been willing to take WEx participants to support the participant's career pathway goals.

Healthcare/Dental: Bethesda Community Clinic, Cherokee Children's Dentistry, MasterCare Medical Services, Holly Springs Chiropractic, Next Step Ministries, Etowah Veterinary Hospital, Rock Creek Manor

Trade/HVAC: Rogers Mechanical Contractors (formerly R & D Mechanical), Northside Plumbing, Service Wise Electrical Services

Manufacturing/Light Industrial: Universal Alloy Corporation, Roytec Industries

Construction: Primus Builders, Raydeo, Outback Deck

Logistics/Warehouse: Belnick Inc., Woodstock Furniture Outlet

Education: CORE Community School, Discovery Point, Chattahoochee Technical College, Fitfully Forward, Sequoyah Regional Library

Administration/Office/IT: Universal Alloy Corporation, Chattahoochee Technical College, Rogers Mechanical Contractors, City of Holly Springs

Retail: TJMaxx, Goodwill

Agriculture/Landscaping: Outdoor Expressions, City of Holly Springs

Food Services/Other: Guston's, A New Creation Salon, Animal Atlanta, Clark Salon, Atomic Biscuit

Work-based learning

Theoretical learning opportunities take place on a continual basis as this is a core aspect of our program. Life Skills and Work Readiness classes introduce our youth to the requirements and expectations of adulthood and the work force environment. Community speakers reinforce these concepts as do mentors and WEx supervisors. By definition, the purpose of WEx participation is to specifically take the theoretical and apply it to a real work environment. We provide pre-interviewing training and practice, development of an "elevator pitch," job application assistance, creation of a resume, etc. which allow the youth to directly apply those concepts learned in the classroom. Additionally, we are looking for more targeted opportunities to allow our youth to directly apply classroom information to hands-on learning. For instance, we are working with Northside Cherokee Hospital to create a pathway for CNA training with direct job placement at the hospital upon successful completion of that training.

Strategies to incorporate sector-based opportunities to WEx participants

Regarding the ARWDB Industry Sectors - We are strongly supported in the manufacturing field in Cherokee County and through the partnerships within the Cherokee FOCUS collaborative, and we are interested to see if targeting participants for the manufacturing jobs that we know are readily open in our county, will succeed. There is an immense amount of growth in Cherokee County, and we have

recently had a very productive introduction with a construction company that is based in Woodstock. They are eager for talent and are willing to take on WEx participants 18 and older. Although financial services is a local industry sector as well, we have experienced some challenges in placing WEx participants in these positions due to the sensitivity of the business.

Cherokee County has a healthy interest from the film industry, and there are projects/films/television shows filmed locally throughout the year. However, there are not many jobs actually available locally in the industry. The subset of this film industry where CYW has tried to build contacts is in digital media. There are several local graphic designers who also offer small film production and digital design. What our WEx staff has found in contacting these companies is that many of them work out of their homes and on the road, so it would not be conducive for a work experience placement. CYW has reached out to two large local churches that have a design department in-staff in hopes of establishing worksite agreements.

Strategies to Continuously Monitor the WEx Activities and Worksites, also to Provide Support to the Employers (Worksite Supervisor) and the Participants.

CYW has noticed that even with buy-in, employers often get busy during the WEx placement. Therefore, CYW staff regularly initiates and maintains regular communication with employers to ensure continued feedback and problem-solving if needed. This includes phone calls, emails, texts, and worksite visits to provide frequent touch points for CYW staff and employer. Our in-person visits (even if a brief pop-in) especially show the employer that we are involved/invested and reinforces support to both the worksite and the employee.

Strategies to Assess Effectiveness

Our commitment to implementing and maintaining frequent open communication with the employees and worksite supervisors is key to assessing the effectiveness of our WEx placements. Reviewing notes and close-out evaluations provide additional valuable feedback. Although there are a number of variables affecting this decision, we track how many CYW participants are offered employment upon completion of WEx, which could signal a satisfaction with performance and the WEx program. Generally, we maintain a high level of employment offers extended to our WEx participants.

WorkSource Atlanta Regional NextGen Program
Workforce Innovative and Opportunity Act (WIOA)
GOALS & PERFORMANCE MEASURES - Program Year (PY) 2024 (07/01/2024 - 06/30/2025)

NextGen Service Provider (NGSP): City of Holly Springs/Cherokee FOCUS

I.	General Services - Expenditures & Participants to Serve ("Real-Time")					TOTAL WEIGHT	20%	
	Youth Population (Participants) to Serve					Out-of-School		
	Service Location (County)					Cherokee		
	PY2024 General Service Budget					\$46,065		
	Participants to Serve Based on PY2024 Allocated Budget					\$2,000	23	
	Total Participants to Serve for PY2024 (Carryover, New & 2+year)					24		
	Active Participants (under 2 years) to Serve at Cost per of \$2,000					\$45,565		
	PY2023 "Carry-over" Participants					17		
	PY2024 "New" Participant Enrollment					6		
	Total Carry-over and New Participant to Serve (\$45,565 / \$2 000)					23		
	Active Participants (over 2 years) to Serve at Cost per of \$500					\$500		
	PY2023 - 2+ years "Carry-over" Participants					1		
	Cost per does not apply - PY2023 End of Service (EOS)/Exit/One Year Follow-Up					2		
	Pending Exits/Cost per does not apply - Once Processed will Count in EOS/Exit/Follow-Up Total Numbers					0		
	New Enrollment Goals							
	Quarters	1st	2nd	3rd	4th			
	Quarter Dates	07/01/2024 - 09/30/2024	10/01/2024 - 12/31/2024	01/01/2025 - 03/31/2025	04/01/2025 - 06/30/2025			
	New Enrollment per Quarter	1	2	2	1			
	Total New Enrollment for PY2024	6						
	New Enrollment Target Population Guidelines							
	School Dropout					72%		
	English Language Learner					4%		
	Justice System (Juvenile or Adult)					10%		
	Foster System (Currently In or Aged Out)					6%		
	Disability					8%		
II.	Work Experience (WEx) Services - Expenditures & Participants to Serve ("Real-Time")					TOTAL WEIGHT	20%	
	PY2024 Work Experience Service Budget					\$22,335		
	New WEx Active Participants to Serve at Cost per of \$2,500							
	Quarters	1st	2nd	3rd	4th	Total		
	"New" WEx Participants to Serve per Quarter	1	3	3	2	9		
	*NOTE Three unpaid WEx placements is equivalent to one paid WEx placement							
	WEx Performance at Completion - Based on Worksite Supervisor Work Evaluation							
	Successful Completion - Performance is Measured in "Real Time" at end of WEx					85%		
III.	Performance Measures - WIOA ("Lag-Time") & Outcome at EOS/Exit ("Real-Time")					TOTAL WEIGHT	40%	
	If High School Dropout, Attain GED/HSD					Performance is Measured in "Real Time" at End of Service (EOS)/Exit	85%	
	If GED/HSD Recipient, Attain Industry/WIOA Recognized Credential						85%	
	Placement in Employment or Education or Advanced Training						85%	
	State Required WIOA Performance	2nd Quarter After Exit - Placement in Employment or Education or Training				Performance is Measured Based on WIOA Reporting "One-Year Lag Time"	88.3%	
		4th Quarter After Exit - Placement in Employment or Education or Training					80.5%	
		During Participation or Within One Year After Exit - Attainment of Credential					82.2%	
		2nd Quarter After Exit - Median Earnings after Unsubsidized Employment					\$4,768	
		During a Program Year (Real-Time) - In-Program/Measureable Skills Gain					60%	
		Customer Satisfaction		Not Yet Negotiated with State		90%		
IV.	Case Management Performance Measures ("Real Time")					MUST be Documented in WorkSource GA Portal/VOS	TOTAL WEIGHT	20%
	Main WIOA Barrier Verification Documented Properly		85%	Career Assessment Conducted within 30 Days of Enrollment		85%		
	Other Required Eligibility Documents Signed, Dated and Uploaded		85%	Original Service Plan Signed within 30 Days of Enrollment		85%		
	Eligibility and Application Dates in VOS Match Verification Documents		85%	Service Plan (IEP/ISS/ISP) Reviewed/Updated Every 60 Days		85%		
	Proof of Orientation Signed by Customer		85%	Ongoing Services Properly Documented		85%		
	Objective Assessment Completed and Summarized in VOS		85%	One of WIOA 14 Elements of Services Provided Every 30 Days		85%		
	All Mandatory Verification Linked to VOS Application		85%	Minimum of One Face-to-Face Contact Every 30 Days		85%		
	Mandatory Activities Assigned at Enrollment (412, 413, 417)		85%	Exit Documents Signed, Dated, and Uploaded		85%		
	Other Appropriate Service Activities Assigned		85%	Follow-Up Data Up-to-date in VOS (if applicable)		85%		
V.	Requirements & Expectations							
	A - Enrollment of new participants may include individuals funded by other sources who are provided services by WIOA-funded staff							
	B - Must ONLY enroll and serve 100% out-of-school customers							
	C - Must receive prior approval from ARC to serve individuals under 16 years of age							
	D - Must receive prior approval from ARC to provide WEx longer than 12 weeks							
	E - "New" WEx Participants means Active WIOA participants that have started a WEx during that quarter							
	F - With the exception of number "III", performance outcomes shall be reported to the NextGen Committee as "Real-Time" outcomes. Though indicated under number "IV", In-Program Skills Gain shall also be reported as "Real-Time" outcomes							
	G - Failure to "MEET" expectations as indicated herein, may result in deduction of the Contractor's approved budget program probation or cancellation of the Contract							
	H - "Real-Time" - No delay in time period to measure performance indicators							
	"One Year Lag-Time" - One year delay in time period to measure performance indicators							

City of Holly Springs/CFOCUS
07/01/2024

D-1

PERFORMANCE MEASURES/OBJECTIVES

REQUIRED PERFORMANCE:

The following Goals and Performance Measures will be used as the performance accountability system for services provided by the awarded WIOA Youth Contractor. Additional information related to the performances are included on “**Exhibit D**” of the Contract. The performance measures will be evaluated each quarter in program year 2024 (PY24) and outcomes will be reported to the NextGen Committee at their quarterly meetings.

1. **GENERAL SERVICES – EXPENDITURES & PARTICIPANTS TO SERVE ("REAL-TIME")**

Outline the youth population/participants (out-of-school) to serve, the county where services will be provided, and the total budget allocated to the Contractor’s WIOA Program.

Active Participants to Serve at Cost per – Establish to guide the number of participants (new – PY24 and carryover – PY23) to serve and the cost per to serve the participants in the Contractor’s WIOA Program.

❖ **NOTE:** Because minimal case management is required to ensure retention in the placement outcome (employment or education), there is no cost per associated to youth who exit the WIOA Program and are in Follow-up status.

New Enrollment Goals – Establish to guide the cumulative and quarterly new enrollment numbers in the Contractor’s WIOA Program.

New Enrollment Target Population Guidelines – Establish to guide the characteristic targets of new enrollments in the Contractor’s WIOA Program.

2. **WORK EXPERIENCE (WEx) SERVICES – EXPENDITURES & PARTICIPANTS TO SERVE ("REAL-TIME")**

Outline the total budget allocated to the Contractor’s WIOA Program.

Active Participants to Serve at Cost per – Establish to guide the number of new WEx participants and the cost to serve the participants cumulative and quarterly in the Contractor’s WIOA Program.

3. **PERFORMANCE MEASURES – WIOA ("LAG-TIME") & OUTCOME AT EOS/EXIT ("STAND-IN")**

WIOA “Lag-Time” Measure – The five (5) performances accountability indicators under

WIOA Performance Measures (Federal). The “State Negotiated Level/Rates” are negotiated by ARC and the State for PY24 to assess the effectiveness of ARC in achieving positive outcomes for youth participants served in the WIOA Youth Program. The “Contractor Level/Rates” were established to guide the outcome of the services provided by the Contractor. The “Contractor Level/Rates” are slightly higher as to ensure that ARC/WorkSource Atlanta Regional “Meets” or “Exceeds” the “State Negotiated Level/Rates”.

- *Unless there is further clarification by the Federal/State or ARC/WorkSource Atlanta Regional/WorkSource Atlanta Regional NextGen Program, Transition or Individual Education Plan (IEP) diploma awarded to individuals with disabilities upon completion of high school will not be accepted as meeting the WIOA “Credential” requirement. Therefore, individuals with disabilities must achieve the WIA Common Measures “Certificate” definition in TEGL 17-05, Attachment B.*

Regular guidance will be issued by ARC/WorkSource Atlanta Regional/WorkSource Atlanta Regional NextGen Program regarding interpretations, exit periods and other aspects of the WIOA Performance Measures.

Outcome at Exit/EOS “Stand-In” Measure – The four (4) performances accountability indicators under WorkSource Atlanta Regional NextGen Program (Local). The exit-based “Stand-In” performance numbers were established to guide the outcome of the services provided by the Contractor’s WIOA Program. Because WIOA Performance Measures are measured in one-year lag time, the “Stand-In” Measures are youth participants’ exits outcome measured in “Real-Time”. This method enables the WorkSource Atlanta Regional NextGen Program to immediately assess performance outcome.

WIOA “Lag-Time” Measure	Definition	State Negotiated Level/Rates	Contractor Level/Rates
Placement in Employment, Education, or Training –Employment 2 nd Quarter after Exit	Percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	78.3%	88.3.%
Placement in Employment, Education, or Training –Employment 4 th Quarter after Exit	Percentage of program participants who are in education or training, or in unsubsidized employment during the fourth quarter after exit from the program.	70.5%	80.5%

Exhibit E

Credential Attainment Rate – Attainment within Four Quarters After Exit	Percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.	72.2%	82.2%
Earnings after Entry into Unsubsidized (not paid through WIOA) Employment – Median Earning 2 nd Quarter after Exit.	Median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program	\$3,768	\$4,768
In-Program (Measurable) Skills Gains “Real-Time”	Percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.	50%	60%
Outcome at Exit/EOS “Stand-In” Measure	Definition	Contractor Level/Rates	
If School Dropout, Attain General Equivalent Diploma/ High School Diploma (GED/HSD)	Youth participants who were a school dropout at the time of WIOA enrollment who earned a diploma or its equivalent at exit.	85%	
If HSD/GED Recipient, Attain Industry/WIOA Recognized Credential	Youth participants who have earned a recognized occupational credential or degree while in the program.	85%	
Placement in Employment or Education or Advanced Training	Youth participants who are employed and/or are attending post- secondary education/advanced training at exit.	85%	
Customer Satisfaction	Number of youth participants who indicate a positive customer service experience with the Contract’s organization and services provided.	90%	

4. CASE MANAGEMENT PERFORMANCE MEASURES ("REAL TIME")

The Case Management performance numbers were established to guide the outcome of the services provided by the Contractor's WIOA Program in "Real Time" and to ensure that all required eligibility, ongoing services, Exit/EOS/Follow-Up, WorkSource GA Portal/VOS data entry requirements are met, and validation documentations are collected and uploaded in WorkSource GA Portal/VOS.

The following Goals/Performance further define the Case Management Performance Measures indicated on "Exhibit D"

- a) Objective Assessment – To complete an "Objective Assessment" (to determine suitability and need) for program (service) placement prior to WIOA NextGen Program enrollment for each participant.
- b) Service Plan – To develop a comprehensive "Service Plan" (IEP/ISS/ISP) within thirty (30) days or earlier of WIOA NextGen Program enrollment for each participant. To regularly review and update the Service Plan at a minimum of every sixty (60) days in order to monitor and evaluate the youth's progress towards achieving their short/long-term goals/objectives. Changes to the Service Plan should be documented in WorkSource GA Portal/VOS.
- c) Work Experience – Eighty-Five percent (85%) of all participants who are in employment or employment readiness settings (while active participants) will be rated "very good" or "excellent" overall by their supervisor or teacher on an employment readiness rating (Trainee Progress Evaluation) sheet.

Compensation and Method of Payment

I. Compensation Information

- A. Compensation: In no event will the total compensation and/or reimbursement, if any, to be paid to the contractor under this contract exceed the sum of **\$379,036**. Contractor's invoices for payment will detail charges to be applied to each ARC funding source. In no event will charges applied to each funding source exceed the maximum amounts per funding source or be used before or after the start and ending dates for each funding source, as listed, and detailed on page E-4 and attached hereto and made a part of this contract.
- B. Authorized Expenditures: The amount of total compensation and/or reimbursement referred to in paragraph IA above, **\$379,036**, represents full funding of this contract, and is contingent upon such amount being made available to ARC by the Technical College System of Georgia – Workforce Development in the form of grant contract. At the time of execution of this contract, full funding may not be available. Therefore, the contractor is authorized to incur cost and seek reimbursement only up to a maximum total of **\$379,036**, as shown on page F-4:

Increases in authorized expenditures may be made up to the full funding amount. Any such authorizations shall be in writing and made between the parties hereto.

II. Method of Payment:

- A. The Contractor shall be entitled to receive payments on the following basis. As of the last day of each month during the existence of this contract, the Contractor shall submit to ARC an invoice requesting payment for all appropriate work and services completed during that month. The invoice shall also contain completed, signed and approved staff time sheets. The form of such invoice shall be determined by ARC.

Upon the basis of its audit, review, and approval of such invoice, and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract ARC will, based on the invoice(s) described above, make payments to the Contractor, but not more often than once a month, unless otherwise approved by ARC. Invoices shall be numbered consecutively and submitted each month until the project is completed.

Contractor's monthly invoices are to be received by ARC no later than the 10th day of the month following the reporting period. Invoices received after the 10th day of the month may not be processed for payment until the 5th day of the following month. Invoices received on time, without error and within budget shall be processed within 30 days from ARC's receipt of the invoice. ARC may,

at its discretion, disallow payment of all or part of an invoice not in conformance with any of the terms of this contract, as determined by ARC.

ARC will not be responsible for payments delayed due to, but not limited to, acts of nature, power outages, etc. ARC will make every attempt to process payments as soon as possible after such situations are resolved.

While ARC highly recommends that the contractor maintain its expenditures within its approved budget and budget line items, ARC does recognize that budgets are estimates and may be subject to change. As a result, ARC shall take into consideration any requests for budget modifications. Approval of such modifications, both cost and no-cost modifications, shall be determined by final approval of ARC and, if necessary, Technical College System of Georgia – Workforce Division.

All approved budget modification requests that change the overall budget (increase or decrease), must be amended to the contract.

The Contractor may be notified by ARC, in writing, on any decision by ARC to make no-cost modifications to the Contractor's budget made by ARC.

ARC will not permit any budget modifications that would cause funding to be used for any other purposes other than those consistent with the original purpose for which this budget was approved, unless otherwise approved by ARC. ARC does reserve the right to approve and disapprove requests that may be allowable, but not required by Federal, State, local and ARC laws and policies.

- B. Final Payment: Upon the completion of all work and services under this contract and the submittal of a final invoice, ARC shall pay all compensation due to the Contractor, less the total of all previous payments made.

Contractor's final closeout invoice must be received by ARC no later than 15 calendar days after the project completion date specified in Paragraph 3 of the contract. Any cost or obligations not claimed on the closeout invoices shall be deemed to be waived and the limit of ARC's liability shall be reduced accordingly without any further notice to Contractor. ARC may, at its discretion, disallow payment of all or part of a final invoice not in conformance with any of the terms of this contract, as determined by ARC.

No advances shall be made under this contract.

- C. Payment Cycle: Payments from ARC are on a "net 30 day" basis, subject to availability of appropriate funding, and as described in Paragraph (II)(A) Method of Payment on page F-1 and F-2.

- III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the amount specified on page F-1, Paragraph (I)(A), and that the Contractor expressly agrees that

they shall do, perform, and carry out in satisfactory and proper manner, as determined by ARC, all of the work and services described in Exhibits A through D of this contract.

- IV. Other Requirements: In the case of a cost-reimbursable contract, in addition to the requirements in the main body of the Contract concerning "Requirements of Concerned Funding Agency," Contractor agrees to comply with and shall be bound by the applicable terms and conditions of all State and Federal laws or regulations governing and defining allowable costs and associated procurement standards, including, but not limited to, U.S. Office of Management and Budget 2 CFR Part 200, Uniform Guidance (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), or 29 CFR Part 97, as appropriate. All such documents are available for inspection in the offices of ARC and are hereby made a part of this contract as fully as if the same were attached hereto.

The Contractor further agrees that, if costs incurred by the Contractor are not in conformity with the above requirements and are subsequently disallowed as a result of a review or an audit either pursuant to paragraph concerning "Audits" in the main body of the contract, by ARC, the Concerned Funding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the Contractor shall promptly reimburse ARC in full for such disallowed costs.

- V. Financial Management System: The Contractor certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 29 CFR Part 97, or 2 CFR Part 200, as appropriate.
- VI. CFDA: 17.259

Cost Reimbursement Budget

I. GENERAL INFORMATION

Contractor Name City of Holly Springs/Cherokee FOCUS

Contract Number WD2210.6

Contract Period July 1, 2021 - June 30, 2025

Maximum Funds Available \$ 379,036

Funding Period Beginning	7/1/2021	7/1/2021	7/1/2022	1/1/2023	7/1/2023	1/1/2024	7/1/2024		
Funding Period Ending	6/30/2022	6/30/2022	6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2025		
II. BUDGET CATEGORIES	Youth Out of School 104CB	Youth Out of School 204CB	Youth Out of School 304CB	Youth Out of School 304CF	Youth Out of School 404CB	Youth Out of School 404CF	Youth Out of School 504CB		Total
A. General Youth Services									
1. Personnel Salaries		3,702	29,242	12,766	2,000	7,250	15,000		69,960
2. Personnel Benefits		283	3,856	4,283	153	555	1,148		10,278
3. Operations			1,112	3,163					4,275
4. Facilities		4,600	5,248						9,848
5. Participant Activities Support		46	927	349	184	595			2,101
6. Other		61,273	73,330	17,612	9,783	14,429	29,917		206,344
Total General Youth Services	-	69,904	113,715	38,173	12,120	22,829	46,065		302,806
B. Work Experience									
1. Personnel Salaries		1,733					2,000		3,733
2. Personnel Benefits		133					153		286
3. Operations									-
4. Facilities									-
5. Participant Activities Support	10,590	1,096	11,571		11,999	1,484	20,182		56,922
6. Other		4,697	9,592		1,000				15,289
Total Work Experience	10,590	7,659	21,163	-	12,999	1,484	22,335		76,230
Total	10,590	77,563	134,878	38,173	25,119	24,313	68,400		379,036
**FY 2024-2025 Budget Available									
	-	-	-	-	-	-	68,400		68,400

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Robert H. Logan, City Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Personal Property Auction Agreement between the City of Holly Springs and Jeff Dobson & Associates.

EXECUTIVE SUMMARY:

The Personal Property Auction Contract between the City of Holly Springs and Jeff Dobson & Associates is a renewal of an existing contract. The contract covers auction services for surplus vehicles and equipment for 2025, 2026, and 2027. There is no commission fee for the auction of vehicles. There is a 10% commission for the auction of other personal property.

FISCAL IMPACT:

The City of Holly Springs will receive gross proceeds from the auction of surplus vehicles. The City will receive net proceeds from the auction of other surplus personal property.

ATTACHMENTS:

1. Personal Property Auction Contract

RECOMMENDATION:

Staff recommends the approval of this proposed contract extension.

CONCURRENCES:

Finance Director

PERSONAL PROPERTY AUCTION CONTRACT

THIS AGREEMENT entered into by and between city of Holly Springs hereinafter referred to as Seller(s) and Jeff Dobsun & Associates hereinafter called Auctioneer.

FOR AND IN CONSIDERATION of the services to be performed by the Auctioneer, the undersigned Seller(s) of the property hereinafter described, hereby employs and grants the Auctioneer the EXCLUSIVE RIGHT TO SELL the following described personal property:

TBD

and as set out in Exhibit A hereto attached and made a part hereof by reference. Located at: Fairgrounds 160 McChes Street
City Canton County of Cherokee State GA
The right to sell specifically includes the right to sell the above described property at Public Auction, to the highest bidder(s) on the premises on or about April 20-25 2024, 20 27 or up to 90 days prior to or after said approximate date. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold prior to auction date, or within 90 days after said date. In event of postponement because of Act of God, the auction shall be held at a later date agreeable to both parties, not later than 90 days after initial auction date. Seller(s) warrants and represents to the Auctioneer that Seller(s) owns, has full authority and lawful power to sell and shall deliver title to the above described property, free and clear of all claims, encumbrances or indebtedness, and that said property can be sold at auction without violation of any Federal, State or other regulations except as noted herewith:

	Mortgage or Lien Holder on Personal Property	Address	Unpaid Bal.
1.	<u>NA</u>		
2.			
3.			

Seller(s) agrees to pay all expenses of preparation, advertising and conducting the auction sale. The advertising expenses to market and advertise this auction will be \$ NA. Seller agrees to pay said cost and herewith tenders to Auctioneer, NA Dollars (NA) to be used as deposit in defraying said expenses, receipt hereof being hereby acknowledged. Auctioneer shall expend this money as necessary for purposes relative only to this auction. Clerking and Cashiering charges shall be paid by Auctioneer. Further conditions Zero 0% Commission on Trucks Cars Buses Ten 10% on all other.

Seller herewith agrees to the following payment method for buyers: Cash check C.C.
Auctioneer DOES / ~~DOES NOT~~ guarantee collection of checks and if so charges an extra 0 % on final check total for this service. Auctioneer WILL / ~~WILL NOT~~ offer credit card merchant services for this auction and if so charges and extra 0 % on final credit card total for this service. Payment of proceeds to seller, less expenses and commissions, will be made within 14 days after cashier's final closeout of auction. Seller(s) agree that all expenses and auction commissions shall be deducted before payment of and liens. State Sales Tax WILL / ~~WILL NOT~~ be collected at this auction and if so will be remitted by AUCTIONEER / ~~SELLER(S)~~. Seller(s) agrees this auction will be conducted on an ABSOLUTE / ~~RESERVE~~ basis.

THE AUCTIONEER SHALL:

- (A) Sell said property, using his professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the auction sale.
- (B) Keep accurate records of said sale, and permit Seller(s) to examine same. Seller(s) to be furnished a copy of said records.
- (C) Receive as compensation for promoting, advertising and conducting said auction sale 10% (percent) of gross selling price, which shall be payable by the Seller(s) at the auction site, immediately following said auction, or deduction from Seller's proceeds on day of auction. A 13 % Buyer's Premium WILL / ~~WILL NOT~~ be charged and if so will be divided Zero 0 % to Seller(s) and 13 % to Auctioneers in addition to stated commission or as follows:

THE SELLER SHALL:

- (A) Maintain and provide premises in which said property is located, and furnish light, water, license, personal and public liability insurance. Seller(s) SHALL / ~~SHALL NOT~~ provide labor in assisting with this auction sale, set up and check out.
- (B) Not sell, dispose of or otherwise withdraw from said auction sale any part of said property or refuse to submit said property, or any part thereof.
- (C) Not interfere, prevent or prohibit auctioneer, in any manner, prior to or during auction, from carrying out his duties and obligations of this agreement.
- (D) In the event of breach of covenants contained herein, pay the auctioneer as liquidated damages, all advertising and other expenses incurred and a commission of Ten Percent (10%) of the appraised value of said property, prior to auction being cancelled.

Further Conditions 3yr Contract 2025-2027. Rate stay same Each yr.

Auctioneer is acting as agent only and represents the Seller(s) in this transaction. Nothing herein contained shall be construed to or constitute the parties hereto as partners. In the event it becomes necessary for either party to collect any sum or sums due through legal action, Seller(s) waives venue and agrees to pay all costs and expenses of such an action, including reasonable attorney's fees. This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Seller(s) have read the foregoing contract and thoroughly understand the contents thereof; and further represent the statements hereof are made by them as true to the best of their knowledge, and that this contract contains and sets out the entire agreement of the parties.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVISE.

SIGNED AND SEALED THIS _____ day of _____ 20____
at _____ County, _____.

AUCTIONEER [Signature] SELLER _____
SIGNATURE REPRESENTS PERSONAL GUARANTY
SELLER _____
SIGNATURE REPRESENTS PERSONAL GUARANTY

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Change Order #15 from Vertical Earth, Inc. for earthwork, rock removal, knee walls, and modular walls for the Holly Springs Town Center Parking Deck, in an amount not to exceed \$861,309.90.

EXECUTIVE SUMMARY:

Change order #15 from Vertical Earth, Inc. represents unit quantities in the bid for earthwork, rock removal, knee walls, and modular wall for the Holly Springs Town Center Parking Deck.

FISCAL IMPACT:

The total fiscal impact is \$861,309.90 and is included as part of the Holly Springs Town Center Parking Deck budget. This item is funded as part of the URA Series 2023 bond.

ATTACHMENTS:

1. Change Order #15 - Vertical Earth

RECOMMENDATION:

Staff recommends the approval of this change order.

CONCURRENCES:

Finance Director



Vertical Earth, Inc.
6025 Matt Highway Cumming, GA 30028
Office: (770) 888-2224

TO: Stonecrest Homes Atlanta, Inc.		Contact: Charles Heiser			
Address:		Phone:			
		Fax:			
Project Name: HSMU Parking Deck		Title: CO#15 - Parking Deck Earthwork			
Project Location: Holly Springs, Ga		Date: 9.18.24			
Scope of Work: Parking Deck Earthwork through 8.31.24					
Item #	Description	Est. Qty.	UNIT	Unit Price	Total Price

01	Earthwork through 8.31.24	1	LS	\$841,744.00	\$841,744.00
02	Rock Removal - C6	1	LS	\$5,851.88	\$5,851.88
03	Knee Walls	1	LS	\$11,000.00	\$11,000.00
04	Mod Walls Decon./Recon.	1	LS	\$2,714.02	\$2,714.02

**Comments

SUBTOTAL: \$861,309.90

ACCEPTED:

The above price, specifications, and conditions are
satisfactory and hereby accepted.

Buyer: _____
Signature: _____
Date of Acceptance: _____

Confirmed:

Vertical Earth, Inc

Authorized Signature:

Zack DuLong
Structures Manager

COHS Parking Deck
Vertical Earth - Site Grading & Excavating Detail Sheet

Initial Site Grading - 11/11/23 - 12/18/23 - Complete

	QTY	RATE	TOTAL	NOTES
Sweeper	40 hrs	\$ 95	\$ 3,800.00	
Loader	156 hrs	\$ 153	\$ 23,868.00	
Excavator	156 hrs	\$ 322	\$ 50,232.00	
Packer	130 hrs	\$ 195	\$ 25,350.00	
Bulldozer	156 hrs	\$ 243	\$ 37,908.00	
Kubota	156 hrs	\$ 115	\$ 17,940.00	
Foreman	180 hrs	\$ 102	\$ 18,360.00	
General Labor	540 hrs	\$ 51	\$ 27,540.00	
Erosion Control	1 ls		\$ 40,000.00	
			\$ 244,998.00	

Dig Footings 12/18/23 - 4/22/24 - Complete

	QTY	RATE	TOTAL	NOTES
Sweeper	108 hrs	\$ 95	\$ 10,260.00	
Loader	110 hrs	\$ 153	\$ 16,830.00	
Excavator	110 hrs	\$ 322	\$ 35,420.00	
Trackhoe	110 hrs	\$ 222	\$ 24,420.00	
Water Pump	120 hrs	\$ 148	\$ 17,760.00	Pump Footings
Foreman	288 hrs	\$ 102	\$ 29,376.00	
General Labor	785 hrs	\$ 51	\$ 40,035.00	
Mud Mats	1 ls		\$ 20,029.00	
Dewatering	1 ls		\$ 30,000.00	
			\$ 224,130.00	

Import Dirt & Spread for Pad - 1/2/24 - 1/30/24 - Complete

	QTY	RATE	TOTAL	NOTES
Sweeper	16 hrs	\$ 95	\$ 1,520.00	
Loader	130 hrs	\$ 153	\$ 19,890.00	
Kubota	130 hrs	\$ 115	\$ 14,950.00	
Foreman	80 hrs	\$ 102	\$ 8,160.00	
General Labor	240 hrs	\$ 51	\$ 12,240.00	
Dirt Import	3500 cyds	\$ 25	\$ 87,500.00	
			\$ 144,260.00	

Earthwork & Stone for Pad and Backfill - 4/22/24 - 7/31/24 - Complete

	QTY	RATE	TOTAL	NOTES
Sweeper	24 hrs	\$ 95	\$ 2,280.00	
Loader	50 hrs	\$ 153	\$ 7,650.00	
Trackhoe	55 hrs	\$ 175	\$ 9,625.00	
Kubota	57 hrs	\$ 115	\$ 6,555.00	
Packer	55 hrs	\$ 195	\$ 10,725.00	
Bulldozer	55 hrs	\$ 243	\$ 13,365.00	
Water Pump	9 hrs	\$ 143	\$ 1,287.00	Pump Conduit Trenches
Foreman	224 hrs	\$ 102	\$ 22,848.00	
General Labor	672 hrs	\$ 51	\$ 34,272.00	
Tandem	220 hrs	\$ 120	\$ 26,400.00	110 loads @ 2 hrs per load
Loads of Stone	1974 tons	\$ 55	\$ 108,570.00	
			\$ 243,577.00	

Total Grading and Earthwork	\$ 856,965.00
B/C for Concrete Errors to KH	\$ (10,750.00)
B/C for Erosion Errors to Valor	\$ (4,471.00)
Earthwork Grand Total	\$ 841,744.00

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Quote # 1223-004-ROUGH from Plumbing On Purpose LLC for plumbing services in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$82,353.00.

EXECUTIVE SUMMARY:

We received three quotes for plumbing services in the Holly Springs Town Center Parking Deck. Staff recommends the quote from Plumbing on Purpose, LLC to perform the plumbing services in the parking deck.

FISCAL IMPACT:

The quote from Plumbing on Purpose, LLC is in the amount of \$82,353. This amount is included in the budget for the construction of the Holly Springs Town Center Parking Deck. The funding for this work comes from the URA Series 2023 bond.

ATTACHMENTS:

1. Plumbing Quote for Parking Deck
2. Plumbing Quote Confirmation Email

RECOMMENDATION:

The staff recommendation is approval of the quote.

CONCURRENCES:

Finance Director

Plumbing On Purpose LLC

ABOVE GROUND PLUMBING

QUOTE # 1223-004-ROUGH
BID DATE December 27, 2023
REVISED June 11, 2024
GC
Address Holly Springs Town Center Parking Deck

TOTAL CONTRACT

\$82,353.00

Install parking Deck drains and piping
Stub drain line out 5' From Foundation Connections to site piping by others.
Install (4) hose bibbs : (1) per level
Heat trace and insulate water line
Install DCVA (Double Check Valve Assembly)

4" D2 Parking Deck Drain	By others	0
6" D2 Parking Deck Drain	By others	0
8" D2 Parking Deck Drain	By others	0
Elevator Sump Pump	ZOELLER 940-0012 PUMP SWITCH&PANEL	1
1-1/4" PRV	WATTS 1-1/4 25AUB PRV	1
1-1/4 Double Check Valve Assembly	WA112007QTLF WATTS 007QT	1
Wall Nozzle	rectorseal 82700 brass wall nozzle	1
*Includes \$8000 Deduction for GC Provided Drains		
All Site Work By Others		

All Drain Piping to be Schedule 40 PVC

All Water lines to be Copper with Press Fittings

Stub Storm and Water Service piping out 5' beyond foundation. Connections by others

** This pricing is good for 30 days from the date of the quote.
After 30 days, material costs will be adjusted to reflect current prices.

QUOTE

Phoenix Plumbing, LLC.

625 W. CROSSVILLE RD License #MP208700

Roswell, Ga. 30075

770-296-5261

February 13, 2024



BILL TO
STONECREST HOMES

FOR
HOLLY SPRINGS PARKING GARAGE
ABOVE GROUND PLUMBING

Details	AMOUNT
INSTALL PARKING DECK DRAINS AND PIPING	85,680.00
STUB DRAIN LINE OUT 5' FROM FOUNDATION. CONNECTIONS TO SITE PIPEING BY OTHERS	
INSTALL 4 HOSE BIBS. 1 PER LEVEL	
HEAT TRACE AND INSULATE WATER LINE	
INSTALL DOUBLE CHECK VALVE ASSEMBLY	
4", 6", 8" D2 PARKING DECK DRAIN BY OTHERS	
ELEVATOR SUMP PUMP - ZOELLER 940-0012 PUMP SWITCH & PANEL	
1 1/4" PRV AND DOUBLE CHECK VALVE ASSEMBLY. WALL NOZZLE	
ALL SITE WORK DONE BY OTHERS. ALL DRAIN PIPE TO BE SCH. 40 PVC	
ALL WATERLINES TO BE COPPER W/ PRO PRESS FITTINGS	
STUB STORM AND WATER SERVICE PIPING OUT 5' BEYOND FOUNDATION. CONNECTIONS BY OTHERS	
SUBTOTAL	85,680.00
TAX RATE 0.00	
TOTAL	85,680.00

Blue Dog Plumbing, LLC

Plumbing Done Right!

QUOTE

1153 Siminton Hill Ct.

Lawrenceville, GA 30045

Phone: (706) 589-6023

bluedogplumbing1@gmail.com

DATE

August 6, 2024

QUOTATION #

565

CUSTOMER ID

STOHO001

BILL TO

QUOTATION VALID UNTIL

November 9, 2024

Stonecrest Homes GA, LLC

PREPARED BY

Mario

625 W. Crossville Road, STE 204

JOB NAME

COHS Parking Deck

Roswell, GA 30075

DESCRIPTION		AMOUNT
Plumbing - Above ground Piping Per Plan Provided		\$ 89,450.00
Included elevator sump pump, prv, DCVA, wall nozzle,		
4 hose bibs, heat trace and insulate water line		
Deck Drain Provided by Others		
	TOTAL	\$ 89,450.00

THANK YOU FOR YOUR BUSINESS!

From: Ben Lester <blester@stonecresthomesga.com>
Sent: Wednesday, October 2, 2024 11:07 AM
To: Rob Logan <rlogan@hollyspringsga.us>
Subject: FW: Quote Holly Park R1 from Plumbing On Purpose, LLC

FYI...

Ben Lester
404-391-1806

This electronic mail message contains information that: (a) is or may be PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE; and (b) is intended only for the use of the addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this electronic mail message to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please contact the sender immediately and take any and all steps necessary to delete this electronic mail message completely from your computer system. Thank you.

NOTICE: THIS E-MAIL MAY CONTAIN A PRICE OR OTHER CONTRACT TERMS. THE PRICE OR OTHER CONTRACT TERMS CONTAINED IN THIS EMAIL ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY AND ARE NOT BINDING UNTIL AN OFFICER OF THE COMPANY PROVIDES SUCH APPROVAL IN A SEPARATE WRITING. NO EMPLOYEE OR AGENT IS AUTHORIZED TO CONCLUDE ANY BINDING AGREEMENT ON BEHALF OF THE COMPANY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES WITH THE RECIPIENT OF THIS EMAIL WITHOUT EXPRESS WRITTEN APPROVAL BY AN OFFICER OF THE COMPANY. IN NO EVENT WILL THIS EMAIL OR ITS CONTENT BE CONSTRUED AS WRITTEN APPROVAL.

From: Bryan Stevens <plumbingonpurpose@gmail.com>
Sent: Tuesday, October 1, 2024 5:53 PM
To: Ben Lester <blester@stonecresthomesga.com>
Subject: Quote Holly Park R1 from Plumbing On Purpose, LLC

Ben,

The plumbing quote for the above ground piping rough in the Holly Springs Parking Deck for \$82,353.00 is still the correct number.

Thanks,

Bryan Stevens

VP Operations

Plumbing On Purpose, LLC

7421 Douglas Blvd.
Suite 153
Douglasville, GA 30134

770-616-9984

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

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Quote # 1223-004-TEMP from Plumbing On Purposes LLC for storm drains in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$10,323.00.

EXECUTIVE SUMMARY:

The City received three quotes for the installation of storm drains in the Holly Springs Town Center Parking Deck. We recommend the quote from Plumbing on Purpose, LLC in the amount of \$10,323.

FISCAL IMPACT:

The installation of storm drains is included in the budget for the construction of the Holly Springs Town Center Parking Deck. Funding in the amount of \$10,323 comes from the URA Series 2023 bonds.

ATTACHMENTS:

1. Quotes for Storm Drains in Parking Deck

RECOMMENDATION:

The staff recommendation is approval of the quote from Plumbing On Purpose LLC.

CONCURRENCES:

Finance Director

Plumbing On Purpose LLC

Install Temporary Drains For Slab Prep

QUOTE #	1223-004-TEMP
BID DATE	August 19, 2024
REVISED	
GC	
Address	Holly Springs Town Center Parking Deck

TOTAL CONTRACT

\$10,323.00

Install temporary corrugated drain piping to allow slab prep to be completed due to weather conditions

Temporary corrugated piping to connect to storm risers on level 1 and run on top of the ground to outside building and connect to exterior storm drain piping

**** Assumes exterior storm drain piping is installed. Pricing for exterior piping quoted separately**

ADS 6 in. Single Wall Pipe Solid	10
ADS 8 in. Single Wall Solid Pipe	20
ADS Drain Pipe Single Wall Solid 10 in.	160
ADS Drain Pipe Single Wall Solid 12 in.	100
ADS Reducer 10 in. x 8 in.	1
ADS Reducing Coupling 12 in. x 8 in.	1
ADS N-12 Soil Tight Wye 12 in. x 10 in.	1
ADS Reducing Wye Wall Watertite 10 in. x 6 in.	1
ADS Split Coupler Black 10 in.	7
ADS Split Coupler Black 12 in.	6

**** This pricing is good for 30 days from the date of the quote.
After 30 days, material costs will be adjusted to reflect current prices.**

QUOTE

Phoenix Plumbing, LLC.

625 W. CROSSVILLE RD. License #MP208700

Roswell, Ga. 30075

770-296-5261

August 30, 2024

BILL TO

STONECREST HOMES



FOR

HOLLY SPRINGS PARKING GARAGE

Details

AMOUNT

Temporary Storm Drain Piping Work per Keith

11,820.00

SUBTOTAL

11,820.00

TAX RATE 0.00

TOTAL

11,820.00

Blue Dog Plumbing, LLC

Plumbing Done Right!

QUOTE

1153 Siminton Hill Ct.

Lawrenceville, GA 30045

Phone: (706) 589-6023

bluedogplumbing1@gmail.com

DATE

August 9, 2024

QUOTATION #

571

CUSTOMER ID

STOHO001

BILL TO

Stonecrest Homes GA, LLC

625 W. Crossville Road; STE 204

Roswell, GA 30075

QUOTATION VALID UNTIL

November 11, 2024

PREPARED BY

Mario

JOB NAME

COHS Parking Deck

DESCRIPTION		AMOUNT
Temp Storm Drain Piping		\$ 12,690.00
	TOTAL	\$ 12,690.00

THANK YOU FOR YOUR BUSINESS!

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Public Crossing License and Maintenance Agreement between Georgia Northeastern Railroad Company, LLC and the City of Holly Springs, Georgia, with Attorney approval and, to authorize the Mayor to execute the document.

EXECUTIVE SUMMARY:

The City of Holly Springs has been in negotiations with Georgia Northeastern Railroad Company, LLC, a subsidiary railroad of Patriot Rail Company, LLC, to enter into a public crossing license and maintenance agreement for an at-grade rail crossing on Hickory Springs Parkway (f.k.a. Industrial Connector). The City of Holly Springs has received a draft agreement and has been in discussions with officials from Patriot Rail and the Georgia Department of Transportation.

FISCAL IMPACT:

The total fiscal impact for the crossing license and maintenance agreement is \$685,577.98 less the initial deposit of \$15,000 for a net impact of \$670,577.98 payable from Special Purpose Local Option Sales Tax VI (SPLOST VI) and an annual license fee of \$8,000 payable from the General Fund.

ATTACHMENTS:

1. Public Crossing License and Maintenance Agreement

RECOMMENDATION:

Staff recommends the City Council to approve the draft agreement contingent upon the approval of the City Attorney and Patriot Rail and authorize the Mayor to execute the agreement.

CONCURRENCES:

The City Attorney and City Engineer



GEORGIA NORTHEASTERN RAILROAD COMPANY, LLC.

FILE: GNRR.459.59

July 15, 2024

**Subject: HOLLY SPRINGS, (Cherokee), GA
GRADE CROSSING MATTERS
Hickory Springs Parkway – DOT# tba – RR MP.: 459.59
LICENSE & MAINTENANCE AGREEMENT**

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Dear Mr. Logan:

I have enclosed an electronic version of the grade crossing License & Maintenance Agreement to cover the proposed improvements and future maintenance of the subject grade crossing.

Please print (2) copies, sign the agreements, and return both signed originals to me for execution by the Railroad. Once fully executed, I will return one original for the Owner's file records.

The (2) executed originals may be sent to the following:

**Patriot Rail Company, LLC.
Attn: Derek Metts – Public Projects Engineer
10752 Deerwood Park Boulevard
Jacksonville, FL 32256**

Thank you for your continued cooperation and should you have any questions or comments, I can be reached at (912) 237-1928.

Sincerely,

Derek Metts
Public Projects Engineer

Enclosures:

1. License Agreement
2. Exhibit A – Site Drawing & License Area
3. Exhibit B – Cost Estimates
4. Exhibit C – Schedule of Annual Maintenance Costs of Automatic Grade Crossing Traffic Control Devices
5. Exhibit D – Indemnity and Insurance Requirements

PUBLIC CROSSING LICENSE AND MAINTENANCE AGREEMENT

THIS CROSSING LICENSE AND MAINTENANCE AGREEMENT, effective as of the

_____ day of _____, 2024, is between **Georgia Northeastern Railroad Company, LLC., a Delaware limited liability company**, with its company address at 10752 Deerwood Park Blvd., Suite 300, Jacksonville, Florida 32256, hereinafter called the “**RAILROAD**” and **the City of Holly Springs, Cherokee County, a political subdivision of the State of Georgia**, hereinafter called “**CITY**”.

WITNESSETH:

WHEREAS, the CITY desires to construct, use, repair, renew, and ultimately remove the at-grade public road crossing across and over the tracks, right-of-way and property of the RAILROAD, at the RAILROAD’S Milepost **459.59**, DOT# , also known as **Hickory Springs Parkway**, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, hereinafter referred to as the “CROSSING SITE”; and

WHEREAS, the RAILROAD is agreeable to permitting the CITY to construct, use, maintain, repair, renew the CROSSING SITE under the terms and conditions; and

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The RAILROAD hereby permits the CITY to construct, use, repair and renew the CROSSING SITE subject to the terms and conditions set forth herein.

2. The CROSSING SITE includes but is not limited to any railroad warning signs, crossing surfaces, track structures, and automatic or passive crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be completed by the RAILROAD as provided in this

License Agreement, hereinafter referred to as “AGREEMENT”, and further provided that, notwithstanding rights to the CITY granted herein, the RAILROAD reserves the right to perform all work required on the RAILROAD’S property including construction, drainage, lighting and vegetation management, in which event the CITY shall pay the RAILROAD the entire cost and expense of labor, materials and equipment furnished by the RAILROAD in performing such work. The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables, or other lines or structures shall be placed in, on, under, or over the CROSSING SITE without the previous consent in writing of the RAILROAD. The CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILROAD’S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to the RAILROAD or lien upon the RAILROAD’S property.

4. This AGREEMENT is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILROAD or the CITY upon sixty (60) days prior written notice.

5. The CITY shall pay an annual license fee in advance to RAILROAD of **\$8,000.00 (Eight Thousand Dollars and Zero Cents)**, for use of the CROSSING SITE. The license fee shall be increased each year on the anniversary date of this AGREEMENT, commencing on the anniversary date of the second year of this AGREEMENT, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage

increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the year preceding the applicable anniversary date of this AGREEMENT by ninety (90) days. No adjustment will be made for decreases in the CPI.

6. The provisions and stipulations of this AGREEMENT are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILROAD, this AGREEMENT shall be terminated with full legal rights and remedies retained by the RAILROAD, including but not limited to the right to reenter, repossess, and remove all facilities within the CROSSING SITE if it shall elect to do so.

7. The CITY shall grant forthwith to the RAILROAD necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILROAD owned or maintained facilities described in this AGREEMENT. If the CITY fails to grant the RAILROAD the necessary permits in a timely manner, the CITY shall bear all additional expense incurred by the RAILROAD attributable to such failure, including costs due to slow ordering of trains. The CITY shall promptly pay such amounts upon billing by the RAILROAD.

8. Unless otherwise specified, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING SITE, including but not limited to any railroad warning signs, crossing surfaces, track structure, and passive or automatic crossing warning devices, whether performed by the CITY or the RAILROAD, shall be the sole responsibility of the CITY.

9. The RAILROAD has previously installed the warning devices, including the fixed signs, flashing lights, and bells, hereinafter collectively referred to as "WARNING DEVICES", at

the CROSSING SITE. Installation costs for the WARNING DEVICES are estimated to be **\$408,950.63 (Four Hundred Eight Thousand, Nine Hundred Fifty Dollars, and Sixty-Three Cents)** as shown on the estimates for signal installation attached hereto as **Exhibit B** and incorporated by reference.

- a. In addition, the CITY shall pay unto the RAILROAD annually the annual cost of maintenance of said WARNING DEVICES as provided in the RAILROAD SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached as **Exhibit C** and incorporated herein by reference.
- b. The WARNING DEVICES will be owned by the RAILROAD and shall remain at the CROSSING SITE until the RAILROAD decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

10. The RAILROAD shall install a new 56.87 foot wide concrete grade crossing surface, including subballast, ballast, ties, rail, OTM, and crossing surface material, hereinafter referred to as the "SURFACE", in accordance with RAILROAD Standard Specifications at the sole cost of the CITY. Installation costs are estimated to be **\$157,797.27 (One Hundred Fifty-Seven Thousand, Seven Hundred Ninety-Seven Dollars, and Twenty-Seven Cents)** as shown on the estimates for crossing installation attached hereto as **Exhibit B** and incorporated by reference. When the RAILROAD determines that the replacement of the SURFACE is more economical than its continued maintenance, the RAILROAD shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the SURFACE shall be the sole responsibility of the CITY. The RAILROAD agrees to maintain and

replace the remainder of the road inside the RAILROAD'S right-of-way, plus any paving which may be located between the ends of the ties, provided that all costs and expenses related to any and all such work shall be the sole responsibility of the CITY. If such work is required due to replacement of the SURFACE, the CITY shall provide notice to the RAILROAD for such work, and RAILROAD will complete such work in accordance with the time and operational requirements of the RAILROAD at the sole cost and expense of the CITY. In the event that the CITY elects to perform any work of any kind at or near the CROSSING SITE, the CITY will give prior notice to the RAILROAD of all work to be performed, and no such work shall be performed by the CITY without the prior approval of the RAILROAD. All work performed by the CITY shall be conducted at such times and in such manner as to not interfere or impeded the operations of the RAILROAD. In the event that the CITY undertakes any of the work necessary at or near the CROSSING SITE, the RAILROAD shall provide a construction flagger at said CROSSING SITE while work is being performed by the CITY under the provisions of this AGREEMENT, at the sole expense of the CITY.

11. The CITY agrees, acknowledges, and understands that the RAILROAD reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE.

12. The CITY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILROAD and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all times to their approval. An additional license agreement may be required by the RAILROAD, depending upon the location

of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILROAD.

13. Lighting facilities adequate to comply with the requirements of the laws of the State the CROSSING SITE exists covering illumination of roads shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

14. Facilities at or near the CROSSING SITE that are not specifically covered by this AGREEMENT, including but not limited to pedestrian walkways, may not be constructed by the CITY at or near the CROSSING SITE without the prior written approval of the RAILROAD, which approval is the RAILROAD'S sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.

15. If at any time the RAILROAD, at the CITY'S request, performs work required to be performed by the CITY, or for which the cost, expense and liability of such work has been allocated to the CITY pursuant to this Agreement hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.

16. The CITY further covenants to pay the RAILROAD, within forty-five (45) days after presentation of the same, all bills submitted by the RAILROAD, including all maintenance bills as set forth in Paragraph 9 above in this Agreement and all bills for electricity of the CROSSING SITE if same are provided by the RAILROAD.

17. At the termination of this AGREEMENT for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILROAD'S supervision and direction, at the CITY'S

entire cost and expense, said road and all non-RAILROAD owned improvements placed upon the RAILROAD'S right-of-way and restore the CROSSING SITE to its original condition.

18. The CITY shall indemnify, defend and hold harmless the RAILROAD for assessments or other charges of any kind whatsoever against the RAILROAD at any time for any portion of public improvements installed on or within two hundred (200) feet, OR the RAILROAD'S right-of-way, whichever is greater, of the CROSSING SITE arising out of the existence of the CROSSING SITE.

19. The CITY shall not in any way, or at any time, interfere with or obstruct the RAILROAD'S right-of-way, the movement of the RAILROAD'S trains and other railroad operations, or interfere with the RAILROAD'S use thereof, or the use thereof by the RAILROAD'S assigns, invitees, lessees or other licensees.

20. The CITY shall indemnify, defend and hold harmless the RAILROAD, its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorneys' fees) incurred by or asserted against the RAILROAD whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of the construction, installation, maintenance or replacement of the CROSSING SITE by the RAILROAD, the performance of work by the RAILROAD required to be performed by the CITY hereunder, or the use of the CROSSING SITE or the CITY facilities, including but not limited to pedestrian walkways, at or near the CROSSING SITE. **and regardless of whether such injury or damage is caused or alleged to be caused, in whole or in part, by the negligence of the RAILROAD.** Notwithstanding the foregoing, the CITY shall have no indemnification obligation for the intentional, wrongful acts of the RAILROAD.

- a. The CITY will include in any contract, which it may let for the whole or part of any work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled “INSURANCE REQUIREMENTS” attached hereto, and made a part hereof as **Exhibit D**.
- b. The CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request the RAILROAD to furnish any necessary construction flagger for the protection of the RAILROAD’S employees, property and train operations. The RAILROAD shall be notified at least three (3) weeks in advance of the performance of any work in connection with the CROSSING SITE.
- c. In addition to, but not in limitation of any of the foregoing provisions, if at any time the RAILROAD should deem it necessary to place construction flagger(s) for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, the RAILROAD shall have the right to place such construction flagger(s), or other persons at the sole cost and expense of the CITY. Upon receipt of a bill from RAILROAD, the CITY shall promptly pay the RAILROAD the full cost and expense of such construction flagger(s). The furnishing or failure to furnish construction flagger(s), or other persons by the RAILROAD under this paragraph, however, shall not release the CITY from any and all other liabilities assumed by the CITY under the terms of this AGREEMENT. The CITY shall give the RAILROAD three (3) week’s advance written notice when it or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT in order that proper warning may be provided for trains. In emergency situations, the CITY shall give the RAILROAD telephonic notice. The CITY further agrees that at all times its personnel or

agents are on the RAILROAD property, they will be accompanied by a RAILROAD representative and any cost involved will be borne by the CITY.

21. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILROAD under this AGREEMENT has been completed and found to be in satisfactory working order by the RAILROAD, the RAILROAD shall furnish to the CITY an invoice showing the final total cost of material, labor and equipment furnished by the RAILROAD, in which the CITY shall pay such invoice no later than thirty (30) days from the date thereof.

22. The RAILROAD shall indemnify, defend and hold harmless the CITY, its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorneys' fees) incurred by or asserted against the RAILROAD whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of RAILROAD's gross negligence or willful misconduct.

23. Installation, maintenance, and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

24. The CITY shall promptly pay the RAILROAD all charges for replacement, repair or maintenance otherwise of the CROSSING SURFACE and WARNING DEVICES, which total costs are estimated to be **\$685,577.98 (Six Hundred Eighty-Five Thousand, Five Hundred Seventy-Seven Dollars, and Ninety-Eight Cents)** as shown on the estimates for crossing installation attached hereto as **Exhibit B** and incorporated by reference, within forty-five (45) days of the date of invoice. Failure to promptly pay to the RAILROAD amounts billed as due

under this AGREEMENT shall constitute default by the CITY.

25. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

26. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. This AGREEMENT will be governed by the laws of the State in which the CROSSING SITE resides. It constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this AGREEMENT. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes any other License Agreements between the RAILROAD and CITY with respect to the matters contained herein.

[Signatures on the following page.]

IN WITNESS WHEREOF, the RAILROAD and the CITY have caused this instrument to be executed in their corporate names in duplicate the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

For RAILROAD:

**Georgia Northeastern Railroad Company, LLC,
a Delaware limited liability company**

Witness:

By: _____

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

For CITY:

**City of Holly Springs, a political subdivision of
the State of Georgia**

Witness:

By: _____

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

Counterparts; electronic execution. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

LICENSE AREA

July 15, 2024

FILE: GNRRRP23001 / 117521

File: GNRR.459.59

HICKORY SPRINGS PARKWAY - MP 459.59 – DOT # tba

A PARCEL OF LAND WITH UNIFORM WIDTH OF EIGHTY (80) FEET NORTHERLY AND EIGHTY FEET (80) SOUTHERLY FROM THE CENTERLINE OF THE PROPOSED NEW CROSSING, AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT THE PROPOSED CROSSING NEAR HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED 3115 FEET +/- SOUTH OF THE RAILWAY'S MILE POST NO. 459, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET IN WIDTH AT THIS LOCATION, FROM THE CENTERLINE OF THE MAIN TRACK, ALL AS SHOWN ON THE ATTACHED DRAWING SHEET NO. 26-01, DATED OCTOBER 11, 2023, MARKED AS EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SAID PARCEL HEREIN SPECIFIED CONTAINS APPROXIMATELY 16,000 TOTAL SQUARE FEET, OR APPROXIMATELY 0.367309 ACRE MORE OR LESS.

EXHIBIT A



Estimate No tba - 07/15/2024

GNRR

GEORGIA NORTHEASTERN RAILROAD COMPANY, LLC.
HOLLY SPRINGS, (Cherokee), GA
Hickory Springs Parkway

DOT# : tba
RR MP.: 459.59

RAILROAD # : GNRRRP23001
XORAIL# : 117521

Summary

CROSSING WARNING SYSTEM		\$408,950.63
(Includes all design, requisition, labor, materials, shop wiring, and installation)		
NEW Crossing Warning System installation	\$345,950.63	
REMOVAL Switch/Siding & Tie Replacement - Xing Maint Conflict	\$63,000.00	
CROSSING SURFACE/RESURFACE		\$157,797.27
(Includes all design, requisition, labor, materials, and installation)		
TRACK GRADE AND REHABILITATION		\$0.00
(Includes all design, requisition, labor, materials, and installation)		
RAILROAD ENGINEERING		\$7,569.51
(Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)		
PRELIMINARY ENGINEERING (Phase 1)		\$24,770.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)		
AGREEMENTS & APPROVALS (Phase 2)		\$7,345.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)		
CONSTRUCTION ENGINEERING (Phase 3)		\$7,499.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)		
CONSTRUCTION ENGINEERING INSPECTION (CEI)		\$16,000.00
(Estimated Construction Engineering Inspection cost based on 8 days @ \$2000 per day)		
AC POWER SERVICE		\$5,000.00
(Includes all Power Service Charges not included in other costs)		
OTHER (Description Required)		\$18,000.00
ESTIMATED RR FLAGGER	10 Days @ \$1800 per day	\$18,000.00
SUBTOTAL		\$652,931.41
(5%) CONTINGENCY		\$32,646.57
TOTAL ESTIMATE COST	(USD)	\$685,577.98
(06/29/2023 - City of Holly Springs - Check# 1411 - PE Fees) PRE-APPLIED FUNDING:		\$15,000.00
TOTAL BALANCE REMAINING:		\$670,577.98

DATE 07/15/2024
(valid for 90 Days)

RESPONSIBLE PARTY:

Name City of Holly Springs, GA
Number 2023-133
Contact Mr. Robert H. Logan, CPA, CGMA
City Manager

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

(See Page 2 for all provisions, exclusions, and notes included and made a part of this Estimate)

Estimate No.: tba - 07/15/2024

GNRR
GEORGIA NORTHEASTERN RAILROAD COMPANY, LLC.
HOLLY SPRINGS, (Cherokee), GA
Hickory Springs Parkway
DOT# : tba
RR MP.: 459.59
RAILROAD # : GNRRRP23001
XORAIL# : 117521

RESPONSIBLE PARTY:

Name: City of Holly Springs, GA
Number: 2023-133
Contact: Mr. Robert H. Logan, CPA, CGMA
City Manager

PROVISIONS / EXCLUSIONS / NOTES INCLUDED AS PART OF THIS ESTIMATE:

1. This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.
2. This Estimate DOES NOT include Railroad Flagging Cost unless specifically included in line itemization. Due to the unknown duration or schedule of the Roadway Contractor, this cost is NOT Included and must be considered and will be the responsibility of the Funding/Responsible Agency. Any cost for RR Flagger itemized above are estimated costs ONLY, and will be billed as actual cost incurred for reimbursement.
3. This Estimate DOES NOT include Permit processing and permit fees, which is to be funded and performed, as applicable or required, by the Responsible Party named.
4. This Estimate DOES NOT include Survey and/or As Builts, which is to be funded and performed, as applicable or required, by the Responsible Party named.
5. This Estimate DOES NOT include Maintenance of Traffic (MOT) work to be performed unless specifically stated or line itemed on Page 1 of this Estimate, or as specified in separate agreement and terms between Railroad and Agency. Maintenance of Traffic (MOT) work is to be funded and performed, as applicable or required, by the Responsible Party named. Coordination of MOT between Railroad and Responsible Party will be required to prevent delays to Railroad.
6. This Estimate DOES NOT include Mitigation required for existing or natural hazards, which is to be funded and performed, as applicable or required, by the Responsible Party named.
7. This Estimate DOES NOT include Pavement Marking, Striping, or Signage, which is to be funded and performed, as applicable or required, by the Responsible Party named, or the Local Public Agency, whichever is applicable by Agreement or law.
8. This Estimate DOES NOT include 8" compacted #57 stone as roadway subgrade required as a result of demolition or construction within the Railroad Property, which is to be funded and performed, as applicable or required, by the Responsible Party named.
9. This Estimate DOES NOT include ACC or PCC Roadway Pavement, Curbing, or Sidewalk construction required as a result of demolition or construction within the Railroad Property, other than that demolition/replacement removed specifically by and for the Railroad work performed. Any additional or extended ACC or PCC Roadway Pavement, Curbing, or Sidewalk construction required beyond that required for the Railroad work performed is to be funded and performed, as applicable or required, by the Responsible Party named.

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

(See Page 1 for all descriptions and details of estimated cost for work by Patriot Rail)

Page 2 of 2



RAILROAD SCHEDULE OF ANNUAL MAINTENANCE COST OF HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

PASSIVE WARNING DEVICE INSTALLATIONS

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
A	Passive Crossing Signage – One or multiple Track	\$1,000.00

STANDARD 2 QUADRANT SIGNAL INSTALLATIONS

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$2,256.00
II	Flashing Signals – Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates – One Track	\$3,402.00
IV	Flashing Signals and Gates – Multiple Tracks	\$4,272.00

3 OR 4 QUADRANT SIGNAL INSTALLATIONS

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
III	Flashing Signals and Gates – One Track	\$6,726.00
IV	Flashing Signals and Gates – Multiple Tracks	\$8,442.00

*This schedule was effective June 1, 2023, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



RAILROAD INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS		
CGL	Commercial General Liability Insurance	This insurance shall contain broad form contractual liability with a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including, but not limited to, coverage for the following: a. Bodily injury including death and personal injury b. Property damage c. The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance: i. The employee and worker's compensation related exclusions in the above policy apply only to Contractor's employees; and ii. the exclusions for railroads and explosion, collapse and underground hazard shall be removed
AUTO	Business Automobile Coverage Insurance	This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence or claim, including, but not limited to, coverage for the following: a. Bodily injury and property damage b. Any and all motor vehicles including owned, hired and non-owned c. The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance: i. The employee and worker's compensation related exclusions in the above policy apply only to Contractor's employees ii. Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law
WC	Workers Compensation and Employers Liability Insurance	Including but not limited to: a. Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement b. Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 each employee c. Alternate Employer Endorsement
RPL	Railroad Protective Liability Insurance	If the GCL Policy limits does not meet the occurrence/aggregate limits, a separate RPL Policy may be obtained. This insurance shall contain a combined single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000.

- A. Umbrella or Excess Policies in the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford not less coverage than the primary policy.
- B. All policies required above (excluding Workers' Compensation) shall provide severability of interests and shall name Railroad as an additional insured as its interests may appear. Severability of interest and naming Railroad as additional insured shall be indicated on the certificate or insurance.
- C. Contractor shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments, and reference the contract audit/folder number if available. Contractor shall notify Railroad in writing of any cancellation or material alteration.
- D. The responsible Agency must carry all insurance policies above for the duration of the Agreement Term. The RPL insurance is excluded from this requirement.



NOTE: Certificates of Insurance (COI) must include Individual Railroad legal name, and shall be properly named as “Additional Insured” or “Certificate Holder” as per the below:

Patriot Rail Company LLC 10752 Deerwood Park Boulevard, Ste. 300 Jacksonville, FL 32256	Subsidiary Railroad Legal Name Address City, ST Zip ATTN: Derek Metts – Public Projects Engineer <i><See attached listing of Subsidiary Railroads Legal entity names and addresses for entry></i>
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Patriot Rail Subsidiary Railroads

FRA CODE	RAILROAD SUBSIDIARY LEGAL ENTITY NAME	Street/Mailing Address
BAPR	Rarus Railway, LLC. (dba Butte, Anaconda & Pacific Railway Co.)	300 W Commercial Avenue Anaconda, MT 59711, USA
BRSR (FRA= BLRX)	Blue Ridge Scenic Railway Excursions, LLC.	241 Depot Street Blue Ridge, GA 30513, USA
CLCR	Columbia & Cowlitz Railway, LLC.	3401 Industrial Way Longview, WA 98632, USA
DQER	DeQueen And Eastern Railroad, LLC.	412 E. Lockesburg Street DeQueen, AR 71832, USA
DSRR	Delta Southern Railroad, Inc.	469 Port Road Madison Parish Port Tallulah, LA 71282, USA
DTRR	Decatur Junction Railway Co., LLC.	308 S Chestnut Street Assumption, IL 62510, USA
EWRR	Elkhart & Western Railroad Company, LLC.	402 E South Street Argos, IN 46501, USA
FSRR	Fort Smith Railroad Company, LLC.	22 N B Street Fort Smith, AR 72901, USA
GCWR	The Garden City Western Railway, LLC.	708 N Vfw Road Garden City, KS 67846, USA
GETR	Gettysburg & Northern Railroad Company, LLC.	750 Mummasburg Road Gettysburg, PA 17325, USA
GNRR	Georgia Northeastern Railroad Company, LLC.	109 Marr Avenue Marietta, GA 30060, USA
GSRR	Georgia Southern Railway Company, LLC.	200 E Main Street Fort Valley, GA 31030, USA
GTRA	Golden Triangle Railroad, LLC.	4335 Carson Road Columbus, MS 39701, USA
ISWR	Indiana Southwestern Railway Company, LLC.	1603 Allens Lane Evansville, IN 47710, USA



KGTR	Kingman Terminal Railroad, LLC.	4505 E Mohave Airport Drive Kingman, AZ 86401, USA
KJRY	Keokuk Junction Railway Company, LLC.	300 Main Street, Suite 490 Keokuk, IA 52632, USA
KTRR	Kendallville Terminal Railway Company, LLC.	110 W Ohio Street Kendallville, IN 46755, USA
LNWR	Louisiana And North West Railroad COMPANY, LLC	304 W Main Street Homer, LA 71040, USA
LSRS	Lakeshore Railcar & Tanker Services, LLC.	1150 E 145th Street East Chicago, IN 46312, USA
MCVR	Merced County Central Valley Railroad, LLC.	1955 Spacecraft Drive Atwater, CA 95301, USA
MSCI	Mississippi Central Railroad Company, LLC.	100 1st Avenue North Red Bay, AL 35582, USA
MSOR	Michigan Southern Railroad Company	501 Sol Morris Avenue White Pigeon, MI 49099, USA
NDWR	Michigan Southern Railroad Company (dba Napoleon, Defiance & Western Railway)	817 5th Street Defiance, OH 43512, USA
PRYR	Pioneer Industrial Railway Company, LLC.	7601 W Wheeler Road Mapleton, IL 61547, USA
RNAR	Alabama & Florida Railway Company, Inc. (dba Ripley And New Albany Railroad Company)	200 N Railroad Avenue New Albany, MS 38652, USA
SAVR	Sacramento Valley Railroad, LLC.	4144 Dudley Boulevard, Bldg. 412 McClellan Park, CA 95652, USA
SLGW	Salt Lake Garfield & Western Railway Company	1201 W North Temple Street Salt Lake City, UT 84116, USA
TCRR	Temple & Central Texas Railway, LLC.	3111 Eberhardt Road Temple, TX 76504, USA
TSRR	Tennessee Southern Railroad Company, LLC.	100 Railroad Street Mt Pleasant, TN 38474, USA
UCRY	Utah Central Railway Company, LLC.	2036 Lincoln Avenue Ogden, UT 84401, USA
VRRC	Vandalia Railroad Company	609 W Main Street Vandalia, IL 62471, USA
WBRW	West Belt Railway, LLC.	1 Arsenal Street St. Louis, MO 63118, USA

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: October 7, 2024

AGENDA ITEM: Statement of Work Quote # Q-83484-1 for the implementation of the CivicPlus Select Media Package with the Agenda and Meeting Management Solution software, between CivicPlus, LLC and the City of Holly Springs, Georgia in an amount not to exceed \$3,550.

EXECUTIVE SUMMARY:

Statement of Work Quote # Q-83484-1 for the implementation of the CivicPlus Select Media Package with the Agenda and Meeting Management Solution software, between CivicPlus, LLC and the City of Holly Springs, Georgia in an amount not to exceed \$3,550.

FISCAL IMPACT:

\$3,550 - Initial Term of One Year
\$5,000 - Annual Recurring Service (subject to 5% uplift)

ATTACHMENTS:

1. Quote - CivicPlus Select Media Package
2. CivicPlus Master Services Agreement

RECOMMENDATION:

The staff recommendation is approval of the quote.

CONCURRENCES:

Finance and Administration

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-83484-1

8/23/2024 2:16 PM

10/22/2024

Client:

City of Holly Springs, GA

Bill To:

HOLLY SPRINGS CITY, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Woody Estep	850-692-7032	westep@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams

List Price - Initial Term Total	USD 6,050.00
Total Investment - Initial Term	USD 3,550.00
Annual Recurring Services (Subject to Uplift)	USD 5,000.00

Initial Term	12 Months
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Initial Term Invoice Schedule	100% invoiced on 12/1/2024
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: October 7, 2024

AGENDA ITEM: Quote # 1102 from Go Full Cloud for the annual renewal of Microsoft Office 365 GCC G3, Microsoft 365 GCC G3 and Office 365 extra file storage for GCC licenses, in an amount not to exceed \$36,950.40

EXECUTIVE SUMMARY:

To approve a new vendor for the annual renewal of Microsoft Office 365, Microsoft 365 and extra file storage licenses. Interdev is our current vendor for these licenses. Attached are three quotes for the licenses which were provided by Go Full Cloud (\$36,950.40), Blue Ally (\$43,647.66), and Interdev (\$46,188.00).

FISCAL IMPACT:

\$36,950.40 from the current budgeted line item(s).

ATTACHMENTS:

1. Microsoft Licensing

RECOMMENDATION:

The staff recommendation is approval of the quote from Go Full Cloud.

CONCURRENCES:

Finance and Administration



Go Full Cloud
PO Box 812182
Boca Raton, FL 33481-2182
billing@gofullcloud.com
www.gofullcloud.com

ADDRESS

Ron Carter
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

SHIP TO

Ron Carter
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

ESTIMATE # 1102
DATE 09/09/2024

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Office 365 GCC G3	15	220.80	3,312.00
Microsoft 365 GCC G3	64	345.60	22,118.40
Office 365 Extra File Storage for GCC	6,000	1.92	11,520.00
SUBTOTAL			36,950.40
TAX			0.00
TOTAL			\$36,950.40

Accepted By

Accepted Date

Remit Payment To:

Go Full Cloud
PO Box 812182
Boca Raton, FL 33481-2182



QUOTE

9979 Muirlands Blvd, Irvine CA 92618
www.blueally.com | insidesales@blueally.com
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: 461321

Date: 09/10/2024

Billing Address

City of Holly Springs
3237 Holly Springs Pkwy

Canton GA 30115-7418
USA

Shipping Address

City of Holly Springs
3237 Holly Springs Pkwy

Canton GA 30115-7418
USA

Customer ID: 93313060

Customer Ref. No.:

Salesperson:

Abbey Searing

Shipping Method:

Electronic Fulfillment (Email)

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
Subscription Period - 1 Year				
15	CFQ7TTC0J1Z4:0003	Microsoft 365 G3 (Governmental Community Cloud Pricing) (NCE GCC ANN)	\$ 260.82	\$3,912.30
64	CFQ7TTC0J1ZM:0003	Office 365 Extra File Storage (Governmental Community Cloud Pricing) (NCE GCC ANN)	\$ 408.24	\$26,127.36
6000	CFQ7TTC0LHS9:000J	Office 365 G3 (Governmental Community Cloud Pricing) (NCE GCC ANN)	\$ 2.27	\$13,608.00

Quotation Subtotal \$ 43,647.66

Total Tax \$ 0.00

Quotation Total \$ 43,647.66

Quotation Valid Until: 10/10/24

To securely submit payment for this quote via credit card, please visit:
<https://secure.blueally.com/SecurePayment/SecurePayment/461321/93313060>

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at <https://www.BlueAlly.com/returns>.

For approval please contact the sales representative listed on this invoice.

* All Claims for shortage, damaged or shipping errors must be made within 3 days of receipt.

* All sales have a 30 day return period unless noted otherwise.

* No cash refunds.

* Non-defective items returned subject to 15% restocking fee.

* Warranties void if labels removed or tampered with.

* Returns must include all original packaging and include all accessories & documentation.

* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

InterDev

900 Holcomb Woods Pkwy
Roswell, Georgia 30076
(770) 643-4400
www.interdev.com



We have prepared a quote for you

2024 Microsoft 365 1 Year

QUOTE # 007545 V1

PREPARED FOR

City of Holly Springs, GA

PREPARED BY

Lucas Reed

Terms and Conditions

Engagement Overview:

This agreement ("Agreement") outlines the terms and conditions for the provision of professional IT services by InterDev ("Service Provider") to The City of Holly Springs ("Client").

Term:

The initial term of this Agreement shall be from the date of service commencement and shall continue for (12) months ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive renewal terms of twelve (12) months each, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the current term.

Upon expiration of each Term, the parties may renegotiate the terms and conditions of this Agreement, including but not limited to fees, scope of services, and any other relevant provisions.

Change Orders:

Any changes to the scope of work must be documented in a change order. Additional fees resulting from approved change orders will be invoiced separately. All incident response support and vulnerability remediation will require a change order or additional Statement of Work.

Non-Solicitation of Employees:

During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to: a. Initiating contact with employees of the other party for the purpose of offering employment or engagement. b. Inducing or attempting to induce employees of the other party to terminate their employment or engagement. c. Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event of a breach of this non-solicitation clause, the non-breaching party shall be entitled to seek injunctive relief and/or monetary damages.

Confidentiality:

Both parties agree to keep the terms and conditions of this payment structure confidential.

Limitation of Liability:

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

Miscellaneous:

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings. This Agreement will be governed by the laws of Georgia.

Microsoft Licensing

Description	Price	Qty	Ext. Price
Office 365 G3 (GCC) [NCE] - 1 YR Office 365 G3 (Governmental Community Cloud Pricing) [New Commerce Experience] - 1YR	\$276.00	15	\$4,140.00
Office 365 Extra File Storage (GCC) [NCE] - 1 YR Office 365 Extra File Storage (Governmental Community Cloud Pricing) [New Commerce Experience]	\$2.40	6000	\$14,400.00
Microsoft 365 G3 GCC [NCE] - 1 YR Microsoft 365 G3 GCC - YR	\$432.00	64	\$27,648.00
Subtotal:			\$46,188.00

2024 Microsoft 365 1 Year

Prepared by:

InterDev

Lucas Reed
770-643-4400
lreed@interdev.com

Prepared for:

City of Holly Springs, GA

P.O. Box 990
Holly Springs, GA 30142
Ron Carter
(770) 345-5536
rcarter@hollyspringsga.us

Quote Information:

Quote #: 007545

Version: 1
Delivery Date: 09/10/2024
Expiration Date: 10/10/2024

Quote Summary

Description	Amount
Microsoft Licensing	\$46,188.00
Total:	\$46,188.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

InterDev

City of Holly Springs, GA

Signature: _____

Name: Lucas Reed

Title: Sales Executive

Date: 09/10/2024

Signature: _____

Name: Ron Carter

Date: _____

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Jon Page

MEETING DATE: October 7, 2024

AGENDA ITEM: Request from Place Services, Inc. to waive the bond requirement for all parcels, tracts, and roadways within the property boundary during the development of the project located off of East Cherokee.

EXECUTIVE SUMMARY:

Place Services, Inc. is requesting to waive the bond requirement for all parcels, tracts, and roadways within their property boundary during the development of their project located off of East Cherokee. Place Services, Inc. guarantees a commitment to ensuring the completion of all development on the property.

FISCAL IMPACT:

Potential liability for completion of infrastructure.

ATTACHMENTS:

1. Request To Remove Bond Requirements

RECOMMENDATION:

The staff recommendation is denial of the request to waive the bond requirement.

CONCURRENCES:

City Manager



Attention:

Nancy Moon

Community Development Director
City Of Holly Springs
NMoon@hollyspringsga.us
(770) 345-5536

August 30, 2024

Request To Remove Bond Requirements

Greetings,

We respectfully request the City of Holly Springs to waive the bonding requirements for all parcels, tracts, and roadways within our property boundary during our development project. The cost of these bonds represents a significant financial burden, potentially impacting the success of the project.

We have already secured a bond with Cherokee County to cover work on the right of way adjacent to our property, which we believe sufficiently protects the interests of all relevant authorities.

To assure the City of Holly Springs, Place Services, Inc. guarantees the completion of all development work on this property. We commit to ensuring that all work will be properly permitted and that all permits will be closed as required.

We appreciate your support in advancing the City of Holly Springs' commitment to creating a vibrant "Live, Work, Play" environment, and we are pleased to contribute to this important vision.

Thank you,

A handwritten signature in blue ink, appearing to read "Troy Place", is written over a horizontal line.

Troy Place
CEO

Place Services, Inc.
201 Gateway Drive
Canton, GA 30155
678.880.4777 Ext. 0288
Troy.Place@PSI.Works



FINANCIAL HIGHLIGHTS
As of August 31, 2024



Budget Summary
67% of year lapsed

	2023 Year End (audited)	2024 Budget	2024 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	17,435,276	13,975,000	4,842,234	34.65%
Operating Grant Fund	136,908	75,000	70,776	94.37%
American Rescue Plan (ARP) Act of 2021	3,750,580	2,000,000	48,671	2.43%
Parks & Recreation Fund	2,363,840	875,000	314,978	36.00%
Tax Allocation District	384,548	446,112	76,706	17.19%
Hotel/Motel Tax Fund	5,460	6,000	4,430	73.83%
Urban Redevelopment Agency	20,902,565	15,000,000	359,958	2.40%
SPLOST III Fund	22,150	-	-	0.00%
SPLOST V Fund	6,707,585	7,685,000	3,525,637	45.88%
SPLOST VI Fund	-	2,600,000	-	0.00%
Town Center Fund	6,451,025	15,300,000	4,800,159	31.37%
Debt Service Fund	3,385,509	3,850,000	561,755	14.59%
Stormwater Utility Fund	1,878,911	610,000	53,379	8.75%
TOTAL REVENUES - ALL FUNDS	\$ 63,424,357	\$ 62,422,112	\$ 14,658,683	23.48%

EXPENDITURES/EXPENSES BY FUND				
General Fund	15,216,644	13,975,000	11,292,000	80.80%
Operating Grant Fund	136,672	75,000	75,090	100.12%
American Rescue Plan (ARP) Act of 2021	3,753,051	2,000,000	243,643	12.18%
Parks & Recreation Fund	2,587,800	875,000	942,715	107.74%
Tax Allocation District	96,130	446,112	330,593	74.11%
Hotel/Motel Tax Fund	8,435	6,000	3,050	50.83%
Urban Redevelopment Agency	6,436,309	15,000,000	4,800,159	32.00%
SPLOST III Fund	41,530	-	-	0.00%
SPLOST V Fund	5,511,290	7,685,000	4,503,187	58.60%
SPLOST VI Fund	-	2,600,000	-	0.00%
Town Center Fund	6,754,049	15,300,000	5,075,347	33.17%
Debt Service Fund	1,545,007	3,850,000	2,362,290	61.36%
Stormwater Utility Fund	275,799	610,000	100,985	16.55%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 42,362,717	\$ 62,422,112	\$ 29,729,059	47.63%



Comparison to Prior Year
67% of year lapsed

	08/31/2023	2023 Annual	% of Annual	08/31/2024	2024 Budget	% of Annual
	Actual	Amended	Amended	Actual	2024 Budget	% of Annual
	(audited)	Budget	Budget			Budget
REVENUES BY FUND						
General Fund	5,445,125	15,235,000	35.74%	4,842,234	13,975,000	34.65%
Operating Grant Fund	102,030	137,000	74.47%	70,776	75,000	94.37%
American Rescue Plan (ARP) Act of 2021	54,219	5,769,200	0.94%	48,671	2,000,000	2.43%
Parks & Recreation Fund	2,220,173	2,600,000	85.39%	314,978	875,000	36.00%
Tax Allocation District	122,498	300,135	40.81%	76,706	446,112	17.19%
Hotel/Motel Tax Fund	3,658	8,500	43.03%	4,430	6,000	73.83%
Urban Redevelopment Agency	2,523,759	20,900,000	12.08%	359,958	15,000,000	2.40%
SPLOST III Fund	22,150	290,000	7.64%	-	-	0.00%
SPLOST V Fund	4,951,242	11,835,000	41.84%	3,525,637	7,685,000	45.88%
SPLOST VI Fund	-	-	0.00%	-	2,600,000	0.00%
Town Center Fund	2,848,759	6,770,000	42.08%	4,800,159	15,300,000	31.37%
Debt Service Fund	3,258,430	2,300,135	141.66%	561,755	3,850,000	14.59%
Stormwater Utility Fund	14,602	470,000	3.11%	53,379	610,000	8.75%
TOTAL REVENUES - ALL FUNDS	\$ 21,566,645	\$ 66,614,970	32.38%	\$ 14,658,683	\$ 62,422,112	23.48%

EXPENDITURES/EXPENSES BY FUND						
General Fund	9,029,978	15,235,000	59.27%	11,292,000	13,975,000	80.80%
Operating Grant Fund	103,922	137,000	75.86%	75,090	75,000	100.12%
American Rescue Plan (ARP) Act of 2021	3,271,203	5,769,200	56.70%	243,643	2,000,000	12.18%
Parks & Recreation Fund	2,251,992	2,600,000	86.62%	942,715	875,000	107.74%
Tax Allocation District	39,619	300,135	0.00%	330,593	446,112	74.11%
Hotel/Motel Tax Fund	6,640	8,500	78.12%	3,050	6,000	50.83%
Urban Redevelopment Agency	2,523,759	20,900,000	12.08%	4,800,159	15,000,000	32.00%
SPLOST III Fund	41,530	290,000	14.32%	-	-	0.00%
SPLOST V Fund	4,321,269	11,835,000	36.51%	4,503,187	7,685,000	58.60%
SPLOST VI Fund	-	-	0.00%	-	2,600,000	0.00%
Town Center Fund	3,365,363	6,770,000	49.71%	5,075,347	15,300,000	33.17%
Debt Service Fund	1,221,506	2,300,135	53.11%	2,362,290	3,850,000	61.36%
Stormwater Utility Fund	98,809	470,000	21.02%	100,985	610,000	16.55%
TOTAL EXPENDITURES/						
EXPENSES - ALL FUNDS	\$ 26,275,591	\$ 66,614,970	39.44%	\$ 29,729,059	\$ 62,422,112	47.63%



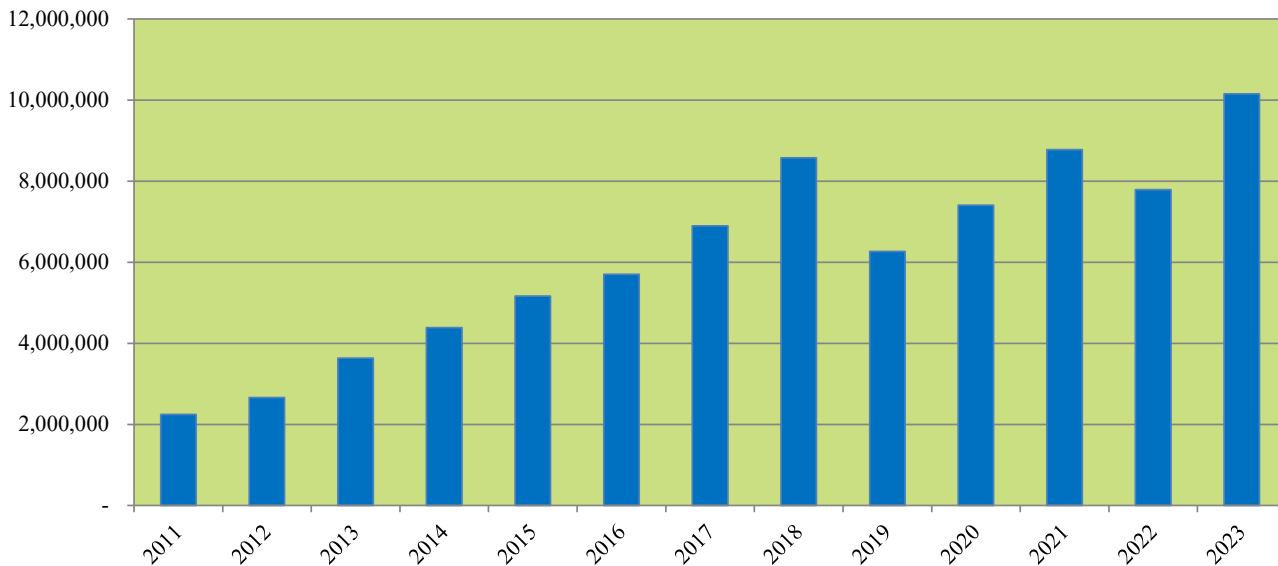
**Changes in Fund Balance/Net Position
As of August 31, 2024**

Unaudited

Fund	Balance as of 1/1/2024 (audited)	Revenues	Expenditures/ Expenses	Balance as of 08/31/2024	Net Increase/ (Decrease)
General Fund	10,152,420	4,842,234	11,292,000	3,702,654	(6,449,766)
Operating Grant Fund	37,373	70,776	75,090	33,059	(4,314)
American Rescue Plan (ARP) Act of 2021	-	48,671	243,643	(194,972)	(194,972)
Parks & Recreation Fund	755,682	314,978	942,715	127,945	(627,737)
Tax Allocation District	567,979	76,706	330,593	314,092	(253,887)
Hotel/ Motel Tax Fund	6,376	4,430	3,050	7,756	1,380
Urban Redevelopment Agency	14,466,257	359,958	4,800,159	10,026,055	(4,440,202)
SPLOST V Fund	877,939	3,525,637	4,503,187	(99,611)	(977,550)
Town Center Fund	(662,117)	4,800,159	5,075,347	(937,304)	(275,187)
Debt Service Fund	1,843,815	561,755	2,362,290	43,280	(1,800,535)
Stormwater Utility Fund	8,291,664	53,379	100,985	8,244,058	(47,606)
	\$ 36,337,387	\$ 14,658,683	\$ 29,729,059	\$ 21,267,012	\$ (15,070,376)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

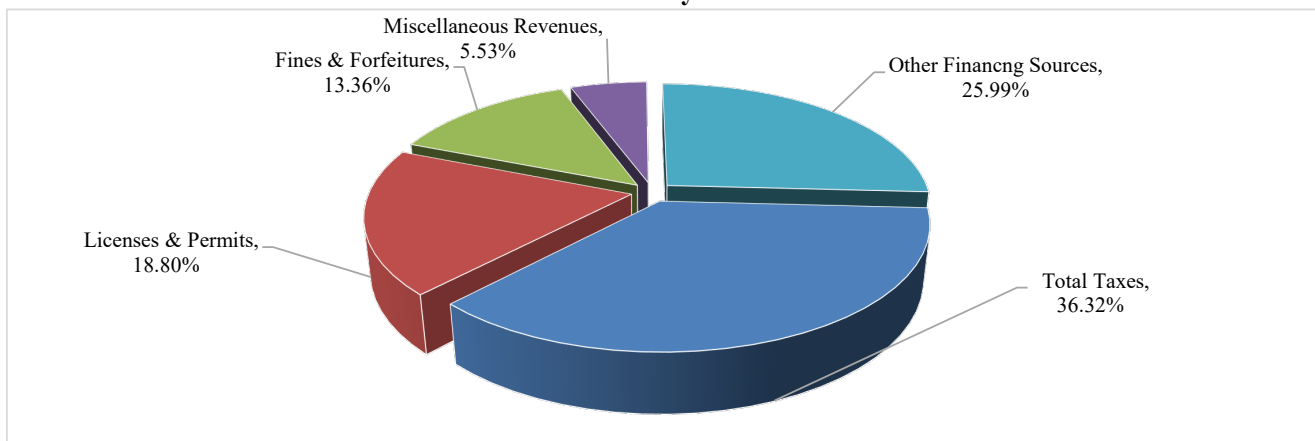




Budget Comparison Report - General Fund
67% of year lapsed

REVENUES	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Property Taxes	1,840	7,425,000	275,674	3.71%
Motor Vehicle Taxes	1,816	25,000	18,366	73.46%
Motor Vehicle Title Ad Valorem Tax	68,020	870,000	559,653	64.33%
Mobile Home Tax	-	150	64	42.38%
Recording Intangible Taxes	3,973	60,000	40,419	67.37%
Penalties & Interest	-	10,000	6,382	63.82%
Fifa Fees	-	2,000	1,575	78.75%
Franchise Tax	-	580,000	772,873	133.25%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	418	10,000	7,400	74.00%
Business & Occupation Tax	1,209	150,000	72,135	48.09%
Financial Institutions Tax	-	2,500	4,390	175.60%
Insurance Premium Tax	-	1,450,000	-	0.00%
Total Taxes	80,631	11,079,800	1,758,930	15.88%
Licenses & Permits	504,988	1,303,225	910,273	69.85%
Fines & Forfeitures	118,966	636,225	646,815	101.66%
Miscellaneous Revenues	14,014	244,250	73,724	30.18%
Interest Income	3,400	105,000	194,014	184.77%
Proceeds from the Sale of Assets	-	100,000	138,680	138.68%
Inception of Lease Liability	1,848	504,000	1,119,799	222.18%
Donation from Private Sources	-	2,500	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 723,846	\$ 13,975,000	\$ 4,842,234	34.65%

Revenues by Source



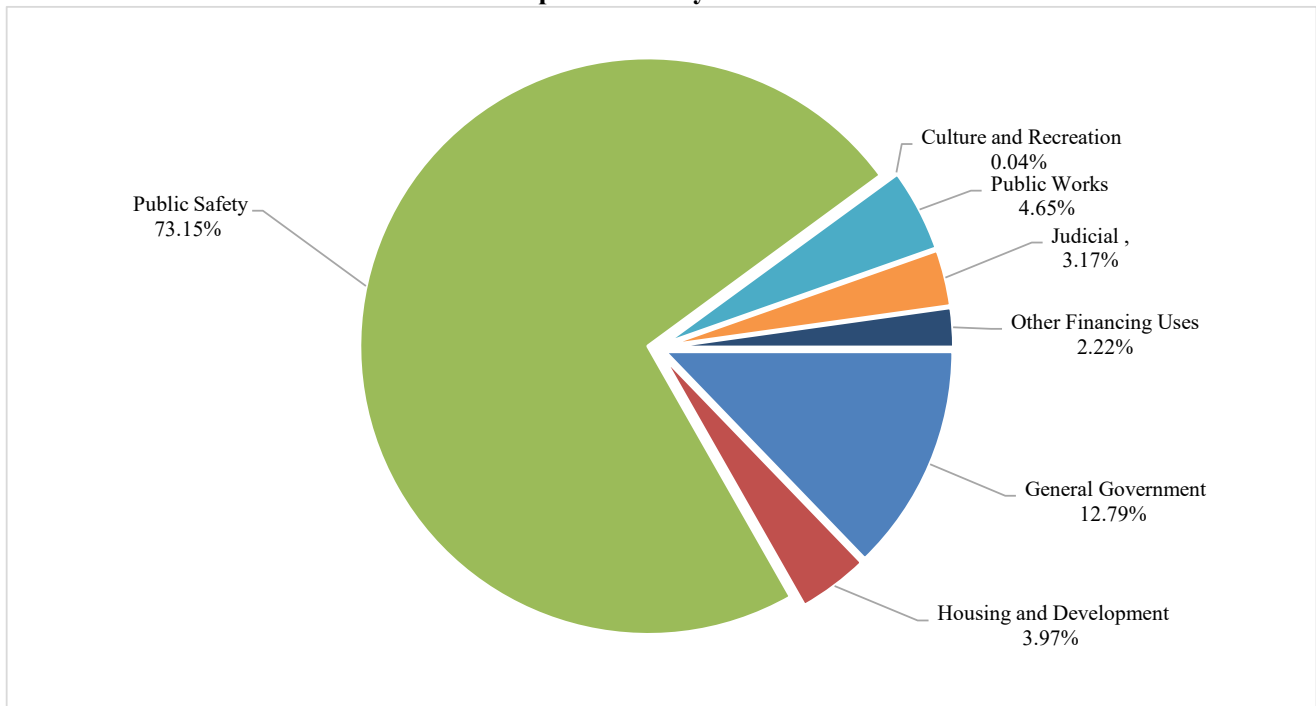


Budget Comparison Report - General Fund

67% of year lapsed

EXPENDITURES	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
General Government	129,235	2,372,700	1,444,733	60.89%
Housing and Development	56,806	722,802	448,740	62.08%
Public Safety	382,110	9,160,104	8,260,141	90.18%
Culture and Recreation	695	39,000	4,991	12.80%
Public Works	52,949	626,600	524,688	83.74%
Judicial	46,322	560,688	358,214	63.89%
Other Financing Uses	39,771	493,106	250,494	50.80%
TOTAL GENERAL FUND EXPENDITURES	\$ 707,887	\$ 13,975,000	\$ 11,292,000	80.80%

Expenditures by Function





Budget Comparison Report - All Funds
67% of year lapsed

Unaudited

	2023 Year End Actuals	2024 Budget	Year to Date	% 2024 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	17,435,276	13,975,000	4,842,234	34.65%
Expenditures:	15,216,644	13,975,000	11,292,000	80.80%
Excess Revenues over (under) Expenditures	2,218,631	-	(6,449,766)	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	3,750,580	2,000,000	48,671	2.43%
Expenditures:	3,753,051	2,000,000	243,643	12.18%
Excess Revenues over (under) Expenditures	(2,471)	-	(194,972)	
<u>OPERATING GRANT FUND</u>				
Revenues:	136,908	75,000	70,776	94.37%
Expenditures:	136,672	75,000	75,090	100.12%
Excess Revenues over (under) Expenditures	236	-	(4,314)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	2,363,840	875,000	314,978	36.00%
Expenditures:	2,587,800	875,000	942,715	107.74%
Excess Revenues over (under) Expenditures	(223,960)	-	(627,737)	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	384,548	446,112	76,706	17.19%
Expenditures:	96,130	446,112	330,593	74.11%
Excess Revenues over (under) Expenditures	288,418	-	(253,887)	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	5,460	6,000	4,430	73.83%
Expenditures:	8,435	6,000	3,050	50.83%
Excess Revenues over (under) Expenditures	(2,975)	-	1,380	



Budget Comparison Report - All Funds
67% of year lapsed

Unaudited

	2023 Year End Actuals	2024 Budget	Year to Date	% 2024 Annual Budget
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	20,902,565	15,000,000	359,958	2.40%
Expenditures:	6,436,309	15,000,000	4,800,159	32.00%
Excess Revenues over (under) Expenditures	14,466,257	-	(4,440,202)	
<u>SPLOST V FUND</u>				
Revenues:	6,707,585	7,685,000	3,525,637	45.88%
Expenditures:	5,511,290	7,685,000	4,503,187	58.60%
Excess Revenues over (under) Expenditures	1,196,296	-	(977,550)	
<u>SPLOST VI FUND</u>				
Revenues:	-	2,600,000	-	0.00%
Expenditures:	-	2,600,000	-	0.00%
Excess Revenues over (under) Expenditures	-	-	-	
<u>TOWN CENTER FUND</u>				
Revenues:	6,451,025	15,300,000	4,800,159	31.37%
Expenditures:	6,754,049	15,300,000	5,075,347	33.17%
Excess Revenues over (under) Expenditures	(303,025)	-	(275,187)	
<u>DEBT SERVICE FUND</u>				
Revenues:	3,385,509	3,850,000	561,755	14.59%
Expenditures:	1,545,007	3,850,000	2,362,290	61.36%
Excess Revenues over (under) Expenditures	1,840,501	-	(1,800,535)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	1,878,911	610,000	53,379	8.75%
Expenses:	275,799	610,000	100,985	16.55%
Excess Revenues over (under) Expenses	1,603,111	-	(47,606)	



Investments
As of August 31, 2024

South State Bank		
Downtown Development Authority - CD 4.75%		100,169
Subtotal South State Bank	\$	100,169
Goldman Sachs Autocallable GS Momentum Builder		227,200
Certificate of Deposit - CD 4.75% Maturity Date - 11/18/2024		317,133
Certificate of Deposit - CD 4.75% Maturity Date - 11/23/2024		263,296
Certificate of Deposit - CD 4.75% Maturity Date - 11/23/2024		528,968
Certificate of Deposit - CD 4.75% Maturity Date - 11/23/2024		531,952
Certificate of Deposit - CD 4.75% Maturity Date - 11/23/2024		260,129
Certificate of Deposit - CD 4.75% Maturity Date - 11/23/2024		262,168
Certificate of Deposit - CD 4.75% Maturity Date - 11/23/2024		78,773
Certificate of Deposit - CD 4.50% Maturity Date - 9/21/2024		1,045,893
Subtotal South State Investment Services	\$	3,515,511
Total Investments	\$	3,615,680



Cash
As of August 31, 2024

South State Bank

General Fund	960,619
Main Street Board	73,387
American Rescue Plan (ARP) Act of 2021	1,914,686
Parks & Recreation Fund	97,499
Tax Allocation District (TAD)	271,322
Hotel Motel Tax Fund	7,298
Money Market Account	5,228,843
Municipal Court Fund	118,981
Operating Grant Fund	17,351
Police Forfeiture Account	1,806
Police Seized Asset Account	26
SPLOST V	127,304
SPLOST VI	-
Town Center Fund	29,815
Debt Service Fund	43,280
Downtown Development Authority - Checking	5,593
Stormwater Utility Fund	112,063
Tree Replacement Fund	47,806

Subtotal South State Bank	\$ 9,057,680
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South State Investment Services

Budget Stabilization Cash Account	91
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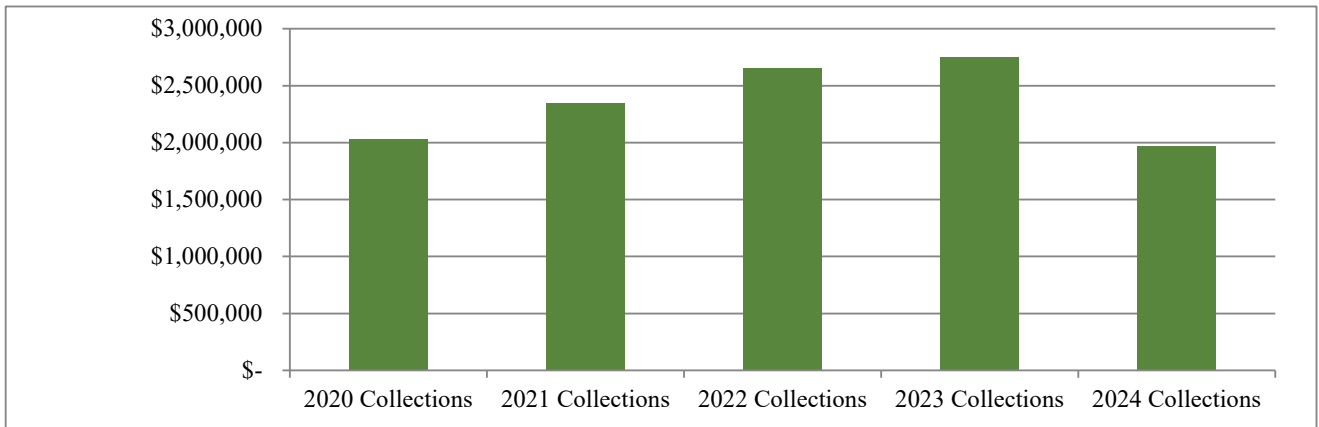
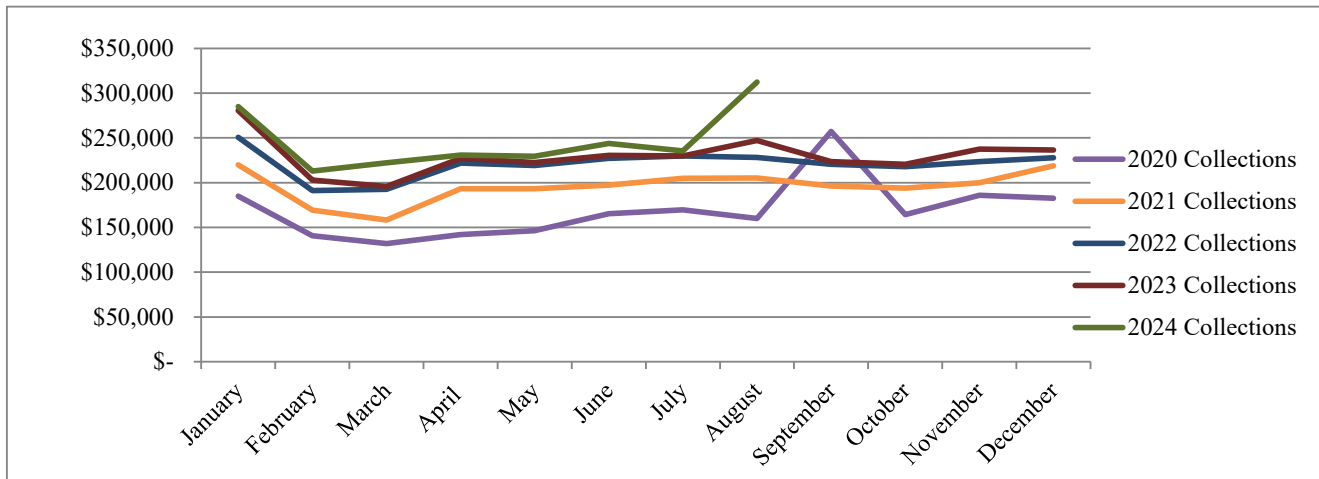
Subtotal South State Investment Services	\$ 91
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Total Cash	\$ 9,057,771
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**Special Purpose Local Option Sales Tax Collections
As of August 31, 2024**

						% Change from Prior Year
	2020 Collections	2021 Collections	2022 Collections	2023 Collections	2024 Collections	
January	\$ 184,956	\$ 219,927	\$ 250,695	\$ 280,583	\$ 284,961	1.56%
February	140,587	169,237	191,168	202,766	212,973	5.03%
March	131,947	158,258	192,686	195,742	222,279	13.56%
April	141,914	193,138	221,796	227,217	230,875	1.61%
May	146,483	193,137	219,102	222,579	229,480	3.10%
June	165,255	197,249	227,296	230,478	243,921	5.83%
July	169,488	204,832	229,938	229,808	235,599	2.52%
August	160,110	205,351	228,172	247,254	312,409	26.35%
September	257,264	196,323	220,495	223,389		
October	164,463	193,776	217,820	220,673		
November	185,812	199,817	223,696	237,509		
December	182,579	218,887	228,006	236,436		
	\$ 2,030,858	\$ 2,349,931	\$ 2,650,872	\$ 2,754,435	\$ 1,972,496	





**Downtown Development Authority
As of August 31, 2024**

Revenues	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	-	\$0	172	100%
Miscellaneous Revenue	-	5,000	-	0.00%
Proceeds from Sale of Property	-	2,550,000	125,900	4.94%
TOTAL REVENUES	\$ -	\$2,555,000	\$ 126,072	4.93%

Expenditures				
Dues & Fees	330	500	330	66.00%
Training	-	250	-	0.00%
Water & Sewer	-	2,500	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	-	2,550,000	125,900	4.94%
TOTAL EXPENDITURES	\$ 330	\$ 2,555,000	\$ 126,230	4.94%



GENERAL FUND REVENUE DETAIL
As of August 31, 2024

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	1,840	7,425,000	257,856	3.47%
Real Property Tax - Public Utility	-	35,000	4,257	12.16%
Personal Property Tax	-	125,000	13,562	10.85%
Motor Vehicle Tax	1,816	25,000	14,129	56.51%
Motor Vehicle Title Ad Valorem Tax	68,020	870,000	559,653	64.33%
Apportioned Vehicles (AAVT)	-	4,000	4,237	105.94%
Mobile Home Tax	-	150	64	42.38%
Intangible Tax	3,973	60,000	40,419	67.37%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	418	10,000	7,400	74.00%
Franchise Tax - Electric	-	580,000	601,665	103.74%
Franchise Tax - Gas	-	110,000	59,170	53.79%
Franchise Tax - Cable	2,133	215,000	108,218	50.33%
Franchise Tax - Telephone	1,221	5,500	3,820	69.46%
Business & Occupational Tax	1,209	150,000	72,135	48.09%
Insurance Premium Tax	-	1,450,000	-	0.00%
Financial Institutions Tax	-	2,500	4,390	175.60%
Penalties & Interest	-	10,000	6,382	63.82%
FiFa Fees	-	2,000	1,575	78.75%
Total Taxes	80,631	11,079,800	1,758,930	15.88%
Alcoholic Beverage Licenses	-	75,000	7,000	9.33%
Alcohol Pouring Permit	595	5,500	3,700	67.27%
Zoning and Land Use Permits	250	15,000	7,490	49.93%
Planning and Development Fees	2,353	5,000	6,090	121.80%
Sign Permit Fees	210	1,500	1,615	107.67%
Special Event Permits	-	150	250	166.67%
Vacant Lot Registration	-	25	-	0.00%
Personal Transportation Veh Permit	20	50	110	220.00%
Other Licenses and Permits	245	5,000	1,135	22.70%
Building Permit Revenue	334,052	900,000	599,257	66.58%
Certificate of Occupancy Fees	5,000	165,000	34,000	20.61%
Building Permit - Reinspection Fees	150	5,000	1,350	27.00%
Building Permit-Sub Fee	4,478	50,000	28,120	56.24%
Occupational Tax Late Fees	113	1,000	1,322	132.15%
Plan Review Fees	157,522	75,000	218,833	291.78%
Total Licenses and Permits	504,988	1,303,225	910,273	69.85%
Municipal Court Fines	117,466	600,000	626,815	104.47%
Cash confiscations-Forfeitures	-	150	-	0.00%
Proceeds From Sale of Confiscations	-	750	-	0.00%
Court Costs	-	5,000	-	0.00%
Drug Testing Fees	-	50	-	0.00%
Expungements	-	25	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	1,500	25,000	20,000	80.00%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	118,966	636,225	646,815	101.66%



GENERAL FUND REVENUE DETAIL
As of August 31, 2024

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Grant Revenue	4,731	185,000	15,126	8.18%
Probation Fees	1,631	20,000	16,077	80.38%
Election and Qualifying Fees	1,080	750	1,080	144.00%
Printing and Duplicating Service Fees	142	200	645	322.63%
Advertising Fees	-	250	660	264.00%
Accident/Incident Reports	260	2,500	1,260	50.40%
Wrecker Service Contract	-	18,500	20,000	108.11%
Background Checks	180	1,000	930	93.00%
Bad Check Fees	-	100	25	25.00%
Miscellaneous Revenue	5,990	4,450	8,313	186.81%
Rents and Royalties	-	1,500	4,660	310.67%
Reimbursement for Damaged Property	-	10,000	4,948	49.48%
Total Miscellaneous Income	14,014	244,250	73,724	30.18%
Interest Revenue	-	100,000	194,014	194.01%
Unrealized Gain or Loss on Investments	3,400	5,000	-	0.00%
Total Investment Income	3,400	105,000	194,014	184.77%
Inception of Capitla Leases	-	504,000	-	0.00%
Proceeds from Sale of Assets	-	100,000	138,680	138.68%
Inception of lease liabilities	1,848		1,119,799	
Donations from Private Sources	-	2,500	-	0.00%
Total Other Financing Sources	1,848	606,500	1,258,479	207.50%
TOTAL GENERAL FUND REVENUES	\$ 723,846	\$ 13,975,000	\$ 4,842,234	34.65%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	28,000	66.67%
Employee Benefits-Medical	8,677	120,730	69,509	57.57%
Employee Benefits-Dental	337	4,016	2,694	67.07%
Employee Benefits-ADD Life	69	882	623	70.62%
FICA	135	2,603	1,076	41.35%
Medicare	32	609	252	41.33%
Employee Benefits-Retirement	284	3,444	2,271	65.93%
Unemployment	10	173	78	45.32%
Workers Comp Insurance	(16)	129	102	78.69%
Total Salaries and Benefits	13,027	174,586	104,604	59.92%
Communications	-	600	318	53.00%
Travel	-	1,000	-	0.00%
Dues and Fees	105	750	657	87.66%
Education and Training	-	750	-	0.00%
Other Expenditures	-	250	-	0.00%
Small Equipment	-	-	189	100%
General Supplies and Materials	-	50	-	0.00%
Total Operations	105	3,400	1,165	34.25%
City Manager				
Salaries & Wages	13,073	169,950	111,121	65.38%
Employee Benefits-Medical	948	11,894	7,783	65.44%
Employee Benefits-Dental	95	1,133	760	67.11%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	84	1,008	756	75.00%
FICA	808	9,114	6,872	75.40%
Medicare	189	2,464	1,607	65.22%
Employee Benefits-Retirement	1,149	13,936	9,189	65.93%
Unemployment	-	46	27	57.83%
Workers' Comp. Insurance	(110)	872	685	78.59%
Total Salaries and Benefits	16,249	210,564	138,910	65.97%
Communications	-	600	283	47.12%
Travel	-	50	-	0.00%
Dues and Fees	-	2,250	1,457	64.75%
Education and Training	868	1,250	868	69.44%
Other Expenditures	98	1,000	1,271	127.05%
General Supplies and Materials	-	150	-	0.00%
Small Equipment	-	-	137	100%
Total Operations	966	5,300	4,015	75.75%
City Clerk				
Salaries & Wages	13,336	173,872	113,037	65.01%
Employee Benefits-Medical	3,213	43,713	25,501	58.34%
Employee Benefits-Dental	79	941	632	67.15%
Employee Benefits-ADD Life	31	368	276	74.91%
Employee Benefits-Disability	121	1,393	1,090	78.24%
FICA	784	10,780	6,646	61.65%
Medicare	183	2,521	1,554	61.65%
Employee Benefits-Retirement	1,175	14,257	9,400	65.93%
Unemployment	-	114	67	58.34%
Workers' Comp. Insurance	(66)	532	419	78.79%
Total Salaries and Benefits	18,857	248,491	158,622	63.83%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	5,000	-	0.00%
Communications	-	900	442	49.07%
Advertising	-	250	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	61	6,500	2,213	34.05%
Education and Training	-	1,500	1,750	116.67%
Other Expenditures	20	500	202	40.42%
General Supplies and Materials	-	250	309	123.78%
General Supplies - Postage	16	200	213	106.30%
Small Equipment	-	2,500	134	5.34%
Software	-	19,500	15,336	78.65%
Other Supplies - Uniforms	-	50	-	0.00%
Total Operations	97	39,650	20,598	51.95%
Elections				
Advertising	328	500	743	148.52%
Total Operations	328	500	743	100.00%
Contingency				
Contingency	-	139,750	-	0.00%
Total Operations	-	139,750	-	0.00%
Financial Administration				
Salaries & Wages	18,638	242,291	159,195	65.70%
Employee Benefits-Medical	6,164	88,111	49,305	55.96%
Employee Benefits-Dental	74	538	588	109.38%
Employee Benefits-ADD Life	37	441	331	75.00%
Employee Benefits-Disability	170	1,947	1,526	78.37%
FICA	1,062	15,021	9,079	60.44%
Medicare	248	3,513	2,123	60.44%
Employee Benefits-Retirement	1,637	19,868	13,100	65.93%
Unemployment	-	137	80	58.25%
Workers' Comp. Insurance	(88)	741	588	79.32%
Total Salaries and Benefits	27,941	372,608	235,915	63.31%
Professional Services - Audit	-	20,000	33,000	165.00%
Advertising/Promotions	1,298	2,650	2,424	91.49%
Printing and Binding	1,105	1,000	1,105	110.50%
Travel	-	50	-	0.00%
Dues and Fees	496	10,000	4,517	45.17%
Education and Training	479	1,500	479	31.93%
Other Expenditures	-	250	350	139.90%
General Supplies and Materials	-	1,300	681	52.38%
General Supplies-Postage	145	7,500	1,324	17.65%
Small Equipment	-	250	-	0.00%
Software	-	5,500	4,950	90.00%
Total Operations	3,523	50,000	48,830	97.66%
Licensing				
Salaries & Wages	1,955	25,413	16,595	65.30%
Employee Benefits-Medical	860	13,427	6,883	51.26%
Employee Benefits-Dental	28	217	226	104.04%
Employee Benefits-ADD Life	6	74	55	74.43%
Employee Benefits-Disability	16	204	145	71.07%
FICA	108	1,576	917	58.21%
Medicare	25	368	215	58.30%
Employee Benefits-Retirement	172	2,084	1,374	65.93%
Unemployment	-	23	13	57.91%
Workers' Comp. Insurance	(5)	39	30	78.05%
Total Salaries and Benefits	3,166	43,425	26,453	60.92%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Printing and Binding	195	-	195	100%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	-	1,000	408	40.80%
Software	3,000	4,800	3,450	71.88%
Other Supplies-Uniforms	-	50	-	0.00%
Total Operations	<u>3,195</u>	<u>5,950</u>	<u>4,053</u>	<u>68.12%</u>
 Legal				
Professional Services - Legal	-	35,000	9,731	27.80%
Total Operations	<u>-</u>	<u>35,000</u>	<u>9,731</u>	<u>27.80%</u>
 Information Technology				
Salaries & Wages	6,407	83,285	54,386	65.30%
Employee Benefits-Medical	5	12,787	37	0.29%
Employee Benefits-Dental	95	1,133	760	67.11%
Employee Benefits-ADD Life	8	147	72	48.73%
Employee Benefits-Disability	58	669	524	78.39%
FICA	382	5,163	3,241	62.78%
Medicare	89	1,208	758	62.75%
Employee Benefits-Retirement	563	6,829	4,503	65.93%
Unemployment	-	46	27	57.83%
Workers' Comp. Insurance	(31)	255	202	79.13%
Total Salaries and Benefits	<u>7,576</u>	<u>111,522</u>	<u>64,510</u>	<u>57.84%</u>
 Professional Services	-	20,000	-	0.00%
Communications	-	600	472	78.62%
Dues and Fees	-	500	90	18.02%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	250	424	169.50%
Small Equipment	1,259	8,500	8,081	95.07%
Software	5,123	205,000	119,285	58.19%
Total Operations	<u>6,381</u>	<u>235,100</u>	<u>128,351</u>	<u>54.59%</u>
 Human Resources				
Salaries & Wages	4,639	60,311	39,383	65.30%
Employee Benefits-Medical	476	5,947	3,806	63.99%
Employee Benefits-Dental	14	169	113	66.60%
Employee Benefits-ADD Life	6	74	55	74.43%
Employee Benefits-Disability	42	485	378	77.94%
FICA	279	3,737	2,373	63.51%
Medicare	65	875	555	63.44%
Employee Benefits-Retirement	408	4,945	3,260	65.93%
Unemployment	-	23	13	57.78%
Workers' Comp. Insurance	(22)	185	147	79.31%
Total Salaries and Benefits	<u>5,908</u>	<u>76,751</u>	<u>50,084</u>	<u>65.25%</u>
 Professional Services	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	-	300	159	52.96%
Travel	-	1,000	-	0.00%
Dues and Fees	-	1,500	837	55.83%
Education and Training	-	4,500	1,750	38.89%
Other Expenditures	20	250	20	8.20%
General Supplies and Materials	-	500	243	48.60%
General Supplies-Postage	-	100	-	0.00%
Small Equipment	-	1,000	109	10.94%
Software	-	10,000	5,445	54.45%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Other Supplies - Uniforms	-	50	-	0.00%
Total Operations	20	49,300	8,564	17.37%
 Risk Management				
Professional Services	-	20,000	10,000	50.00%
Liability Insurance	-	250,000	226,086	90.43%
Total Operations	-	270,000	236,086	87.44%
 General Government Building				
Salaries & Wages	4,818	69,872	39,813	56.98%
Employee Benefits-Medical	895	12,787	7,260	56.78%
Employee Benefits-Dental	28	338	225	66.60%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	34	389	305	78.32%
FICA	290	4,332	2,392	55.22%
Medicare	68	1,013	559	55.23%
Employee Benefits-Retirement	334	4,049	2,670	65.93%
Unemployment	3	91	50	54.49%
Workers' Comp. Insurance	(747)	6,125	4,838	78.99%
Total Salaries and Benefits	5,735	99,143	58,222	58.73%
 Professional Services	-	250	-	0.00%
Disposal - Garbage	30	500	233	46.64%
Lawn Care	-	350	197	56.28%
Pest Control	381	1,500	1,763	117.50%
Repairs and Maintenance	-	10,000	3,564	35.64%
Repairs and Maintenance - Vehicles	18	5,000	1,660	33.20%
Rental of Equipment	809	7,000	5,147	73.53%
Communications	2,202	15,000	22,931	152.87%
Printing and Binding	98	-	98	100%
Dues and Fees	37	1,375	1,045	76.02%
Other Expenditures	-	1,000	1,407	140.75%
General Supplies and Materials	20	8,000	7,189	89.86%
Water and Sewer	477	2,000	1,830	91.48%
Natural Gas	187	2,500	2,647	105.87%
Electricity	1,543	13,500	10,527	77.98%
Gasoline and Diesel	338	3,500	2,539	72.53%
Small Equipment	-	2,000	1,401	70.03%
Software	-	500	-	0.00%
Other Supplies-Uniforms	-	100	-	0.00%
Capital Outlay - Sites	-	-	-	100%
Capital Outlay - Buildings	-	-	-	100%
Total Operations & Capital	6,141	74,075	64,177	86.64%
 Communication & Eternal Affairs				
Salaries & Wages	6,364	82,738	54,516	65.89%
EMPLOYEE BENEFITS - MEDICAL	1,721	23,195	13,764	59.34%
EMPLOYEE BENEFITS - DENTAL	56	1,133	452	39.86%
EMPLOYEE BENEFITS - ADD LIFE	12	147	110	75.00%
EMPLOYEE BENEFITS - DISABILITY	64	739	579	78.33%
FICA	379	5,129	3,245	63.27%
MEDICARE	89	1,200	759	63.24%
EMPLOYEE BENEFITS - RETIREMENT	559	6,784	4,473	65.93%
UNEMPLOYMENT	-	46	27	57.83%
WORKERS COMP INSURANCE	-	424	387	91.18%
Total Salaries and Benefits	9,244	121,535	78,311	64.43%
 Communications	-	600	283	47.12%
Travel	-	700	-	0.00%
Dues and Fees	35	1,600	879	54.91%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	150	118	78.54%
Small Equipment	53	500	678	135.54%
Software	686	1,000	833	83.28%
Total Operations	775	6,050	2,790	46.11%
 TOTAL GENERAL GOVERNMENT	 \$ 129,235	 \$ 2,372,700	 \$ 1,444,733	 60.89%
 Municipal Court				
Salaries & Wages	9,168	130,682	77,852	59.57%
Salaries & Wages - Overtime	-	500	-	0.00%
Employee Benefits-Medical	3,559	48,173	28,372	58.90%
Employee Benefits-Dental	93	1,104	746	67.56%
Employee Benefits-ADD Life	25	294	221	75.00%
Employee Benefits-Disability	83	958	751	78.34%
FICA	540	8,164	4,582	56.13%
Medicare	126	1,909	1,072	56.14%
Employee Benefits-Retirement	809	9,814	6,471	65.93%
Unemployment	-	137	53	38.83%
Workers' Compensation	(70)	403	298	73.92%
Total Salaries and Benefits	14,333	202,138	120,417	59.57%
Professional Services - Public Defender	300	4,800	3,862	80.46%
Professional Services - Solicitor/Judge	8,000	66,100	44,000	66.57%
Rental of Equipment	135	1,750	929	53.07%
Communications	-	500	220	44.09%
Advertising	-	50	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	4,000	1,233	30.83%
Dues and Fees	-	750	1,017	135.60%
Education and Training	475	1,500	975	65.00%
Other Expenditures	-	150	52	34.54%
General Supplies and Materials	127	1,200	1,067	88.90%
General Supplies and Materials Postage	9	750	544	72.51%
Food Supplies	252	2,400	1,496	62.31%
Small Equipment	-	500	133	26.56%
Software	1,225	24,000	9,417	39.24%
Intergovernmental - Inmate Housing	-	25,000	7,205	28.82%
Payment to Other Agencies	21,466	225,000	165,648	73.62%
Total Operations	31,988	358,550	237,797	66.32%
 TOTAL JUDICIAL	 \$ 46,322	 \$ 560,688	 \$ 358,214	 63.89%
 Police Administration				
Salaries & Wages	42,524	564,410	360,485	63.87%
Salaries & Wages-Overtime	164	4,250	513	12.08%
Employee Benefits-Medical	8,579	126,379	73,959	58.52%
Employee Benefits-Dental	329	4,612	2,890	62.67%
Employee Benefits-ADD Life	72	882	608	68.97%
Employee Benefits-Disability	356	4,159	3,118	74.98%
FICA	2,584	35,257	21,691	61.52%
Medicare	604	8,246	5,073	61.52%
Employee Benefits-Retirement	3,624	43,969	28,990	65.93%
Unemployment	10	342	215	62.80%
Workers' Compensation	(2,672)	19,947	15,515	77.78%
Total Salaries and Benefits	56,173	812,453	513,059	63.15%
Professional Services	-	1,000	-	0.00%
Repairs & Maintenance	2,379	5,375	2,516	46.81%
Repair & Maintenance-Vehicle	129	5,500	6,326	115.01%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Rental of Equipment	491	5,000	3,582	71.64%
Communications	-	3,000	1,502	50.07%
Advertising	16	5,000	1,728	34.55%
Printing and Binding	54	600	54	9.00%
Travel	(434)	5,000	1,504	30.08%
Dues and Fees	195	5,000	2,982	59.64%
Education and Training	333	5,000	2,488	49.76%
Other Expenditures	179	2,000	1,736	86.82%
General Supplies and Materials	61	2,000	878	43.92%
General Supplies - Postage	2	750	287	38.31%
Gasoline/Diesel	1,047	17,000	7,959	46.82%
Small Equipment	-	2,500	989	39.57%
Software	11	15,000	78	0.52%
Other Supplies - Uniforms	213	4,000	1,458	36.46%
Total Operations and Capital	4,676	83,725	36,068	43.08%
Criminal Investigation Division				
Salaries & Wages	25,872	324,312	223,415	68.89%
Salaries & Wages-Overtime	12	8,000	265	3.31%
Employee Benefits-Medical	7,964	102,763	63,453	61.75%
Employee Benefits-Dental	350	4,303	2,801	65.08%
Employee Benefits-ADD Life	61	662	551	83.27%
Employee Benefits-Disability	248	2,430	2,258	92.94%
FICA	1,521	20,603	13,251	64.32%
Medicare	356	4,819	3,099	64.31%
Employee Benefits-Retirement	2,246	27,249	17,966	65.93%
Unemployment	-	205	120	58.39%
Workers' Compensation	(1,654)	13,801	10,929	79.19%
Total Salaries and Benefits	36,975	509,147	338,108	66.41%
Professional Services	-	500	182	36.35%
Repair & Maintenance	2,379	3,000	2,379	79.29%
Repair & Maintenance-Vehicle	30	4,000	2,613	65.33%
Communications	-	3,500	1,519	43.39%
Printing and Binding	-	250	32	12.87%
Travel	-	2,000	147	7.34%
Dues and Fees	2,947	750	4,371	582.79%
Education and Training	-	2,500	-	0.00%
Other Expenditures	107	800	626	78.29%
General Supplies and Materials	-	1,000	72	7.20%
General Supplies and Materials-Postage	-	50	8	15.42%
Gasoline and Diesel	931	13,000	7,346	56.51%
Small Equipment	2,594	3,000	2,677	89.23%
Software	-	5,000	4,535	90.70%
Other Supplies - Uniforms	-	2,000	599	29.94%
Total Operations and Capital	8,987	41,350	27,105	65.55%
Vice				
Salaries & Wages	5,380	67,492	41,341	61.25%
Salaries & Wages-Overtime	446	2,000	1,642	82.11%
Employee Benefits-Medical	899	12,787	7,194	56.26%
Employee Benefits-Dental	56	338	395	116.86%
Employee Benefits-ADD Life	12	147	110	75.00%
Employee Benefits-Disability	46	523	410	78.33%
FICA	337	4,307	2,463	57.20%
Medicare	79	1,008	576	57.15%
Employee Benefits-Retirement	470	5,698	3,757	65.93%



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Unemployment	-	46	27	57.83%
Workers' Compensation	(366)	3,115	2,474	79.43%
Total Salaries and Benefits	<u>7,359</u>	<u>97,461</u>	<u>60,390</u>	<u>61.96%</u>
Repairs & Maintenance Vehicles	1,013	2,500	1,585	63.40%
Repairs & Maintenance	476	600	476	79.29%
Dues and Fees	-	100	96	96.29%
Education & Training	-	500	-	0.00%
Gasoline	360	4,000	1,486	37.14%
Total Operations and Capital	<u>1,849</u>	<u>7,700</u>	<u>3,643</u>	<u>47.31%</u>
Patrol				
Salaries & Wages	139,307	1,810,314	1,173,015	64.80%
Salaries & Wages-Overtime	2,118	50,000	25,745	51.49%
Employee Benefits-Medical	45,670	661,776	333,861	50.45%
Employee Benefits-Dental	1,619	19,740	11,784	59.69%
Employee Benefits-ADD Life	331	3,969	2,732	68.83%
Employee Benefits-Disability	1,214	14,123	10,103	71.54%
FICA	8,377	115,341	71,128	61.67%
Medicare	1,959	26,975	16,635	61.67%
Employee Benefits-Retirement	12,572	152,544	100,578	65.93%
Unemployment	-	1,231	745	60.49%
Workers' Compensation	(10,219)	83,379	65,912	79.05%
Total Salaries and Benefits	<u>202,947</u>	<u>2,939,392</u>	<u>1,812,238</u>	<u>61.65%</u>
Professional Services	-	4,000	3,375	84.38%
Repair & Maintenance	16,294	24,100	22,326	92.64%
Repair & Maintenance-Vehicle	2,214	85,000	50,150	59.00%
Communications	-	25,000	12,916	51.67%
Printing and Binding	-	400	588	146.93%
Travel	91	6,000	3,281	54.68%
Dues and Fees	207	4,000	(18)	-0.45%
Education & Training	-	10,000	1,636	16.36%
Other Expenditures	47	2,000	1,765	88.24%
General Supplies and Materials	278	4,000	4,499	112.49%
Gasoline and Diesel	11,655	120,000	75,080	62.57%
Small Equipment	3,357	22,000	6,228	28.31%
Software	-	21,000	17,433	83.02%
Other Supplies - Uniforms	2,041	51,000	22,978	45.06%
Capital Outlay - Vehicles	1,848	-	1,119,799	100%
Payment to Other Agencies	900	7,500	9,289	123.86%
Total Operations and Capital	<u>38,932</u>	<u>386,000</u>	<u>1,351,326</u>	<u>350.08%</u>
Police Training				
Salaries & Wages	3,715	46,792	32,035	68.46%
Employee Benefits-Medical	1	19,501	5	0.02%
Employee Benefits-Dental	-	567	-	0.00%
Employee Benefits-ADD Life	-	74	-	0.00%
Employee Benefits-Disability	-	388	-	0.00%
FICA	207	3,025	1,786	59.05%
Medicare	48	707	418	59.09%
Employee Benefits-Retirement	330	4,001	2,638	65.93%
Unemployment	-	23	13	57.83%
Workers' Compensation	(395)	1,093	601	55.01%
Total Salaries and Benefits	<u>3,905</u>	<u>76,171</u>	<u>37,497</u>	<u>49.23%</u>



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Repair & Maintenance-Vehicle	-	2,000	332	16.60%
Repairs & Maintenance	476	600	476	79.29%
Communications	-	300	-	0.00%
Travel	237	2,500	237	9.49%
Dues and Fees	-	750	135	18.03%
Education and Training	-	3,000	1,500	50.00%
General Supplies and Materials	-	2,000	-	0.00%
Weapons Supplies & Ammunition	-	40,000	26,311	65.78%
Gasoline and Diesel	-	1,000	67	6.73%
Small Equipment	-	8,000	-	0.00%
Software	-	2,750	2,292	83.33%
Other Supplies - Uniforms	-	600	115	19.20%
Intergovernmental	-	2,500	2,500	100.00%
Total Operations and Capital	<u>713</u>	<u>66,000</u>	<u>33,965</u>	<u>51.46%</u>
Police Stations and Buildings				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	90	1,200	700	58.30%
Pest Control	90	1,000	599	59.88%
Repairs and Maintenance	-	19,409	3,742	19.28%
Rental of Land & Building	3,622	45,000	32,194	71.54%
Communications	2,004	25,000	20,935	83.74%
Dues & fees	36	375	292	77.86%
Other Expenditures	-	-	14	100%
General Supplies and Materials	74	3,000	1,825	60.83%
Water/Sewer	450	5,000	3,422	68.44%
Electricity	1,116	12,000	8,180	68.17%
Small Equipment	-	2,500	299	11.96%
Software	-	500	-	0.00%
Total Operations	<u>7,483</u>	<u>115,234</u>	<u>72,201</u>	<u>62.66%</u>
Probation				
Salaries & Wages	7,855	99,640	67,801	68.05%
Salaries & Wages - Overtime	-	250	-	0.00%
Employee Benefits-Medical	2,255	30,034	17,928	59.69%
Employee Benefits-Dental	76	904	605	66.96%
Employee Benefits-ADD Life	18	221	165	74.81%
Employee Benefits-Disability	70	798	627	78.62%
FICA	473	6,193	4,086	65.97%
Medicare	111	1,448	955	65.99%
Employee Benefits-Retirement	675	8,191	5,401	65.93%
Unemployment	-	68	40	58.63%
Workers' Compensation	(387)	3,457	2,766	80.00%
Total Salaries and Benefits	<u>11,147</u>	<u>151,204</u>	<u>100,374</u>	<u>66.38%</u>
Communications	-	500	283	56.55%
Dues and Fees	-	250	50	20.16%
Education and Training	-	250	-	0.00%
Other Expenditures	-	-	15	100%
General Supplies and Materials	-	100	18	18.38%
Small Equipment	-	200	-	0.00%
Software	180	3,000	3,970	132.33%
Other Supplies - Uniforms	784	1,000	860	86.01%
Total Operations and Capital	<u>964</u>	<u>5,300</u>	<u>5,197</u>	<u>98.05%</u>
Fire Services				
Intergovernmental-Fire Services	-	3,868,967	3,868,971	0.00%
Total Fire Services	<u>-</u>	<u>3,868,967</u>	<u>3,868,971</u>	<u>0.00%</u>
TOTAL PUBLIC SAFETY	<u>\$ 382,110</u>	<u>\$ 9,160,104</u>	<u>\$ 8,260,141</u>	<u>90.18%</u>



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Highways and Streets				
Professional Services-Engineering	-	500	-	0.00%
Disposal-Garbage/Recycling	130	750	1,367	182.25%
Pest Control	-	750	-	0.00%
Repairs & Maintenance	1,795	78,000	82,030	105.17%
Repairs & Maintenance-Vehicles	6	5,000	474	9.48%
Rental of Equipment	-	2,000	15,509	775.46%
Dues and Fees	-	500	10,000	2000.00%
Contract Labor	38,931	360,000	311,448	86.51%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	500	4,491	898.30%
Water and Sewer	-	600	-	0.00%
Electricity	64	1,500	453	30.19%
Gasoline/Diesel	473	5,000	1,790	35.80%
Small Equipment	-	3,000	3,131	104.36%
Total Operations	<u>41,399</u>	<u>458,600</u>	<u>430,694</u>	<u>93.91%</u>
Street Lights				
Repairs & Maintenance	-	20,000	2,617	13.08%
Electricity-Street Lights	11,316	130,000	84,784	65.22%
Total Street Lights	<u>11,316</u>	<u>150,000</u>	<u>87,401</u>	<u>58.27%</u>
Traffic Lights				
Repairs & Maintenance	-	15,000	4,830	32.20%
Electricity-Traffic Lights	234	3,000	1,763	58.78%
Total Traffic Lights	<u>234</u>	<u>18,000</u>	<u>6,593</u>	<u>36.63%</u>
TOTAL PUBLIC WORKS	<u>\$ 52,949</u>	<u>\$ 626,600</u>	<u>\$ 524,688</u>	<u>83.74%</u>
Tree Commission				
Repairs & Maintenance	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	44	8.82%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	695	750	947	126.22%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>695</u>	<u>35,000</u>	<u>991</u>	<u>2.83%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ 695</u>	<u>\$ 39,000</u>	<u>\$ 4,991</u>	<u>12.80%</u>
Building Inspections				
Salaries & Wages	17,235	235,622	145,784	61.87%
Employee Benefits-Medical	2,757	46,983	22,052	46.94%
Employee Benefits-Dental	150	1,683	1,197	71.11%
Employee Benefits-ADD Life	37	515	331	64.24%
Employee Benefits-Disability	149	1,893	1,339	70.72%
FICA	1,051	14,608	8,886	60.83%
Medicare	246	3,417	2,078	60.82%
Employee Benefits-Retirement	1,592	19,321	12,739	65.93%
Unemployment	-	182	106	58.46%
Workers' Compensation	(395)	3,288	2,603	79.16%
Total Salaries and Benefits	<u>22,820</u>	<u>327,512</u>	<u>197,114</u>	<u>60.19%</u>



**General Fund Expenditures
As of August 31, 2024**

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Professional Services-Legal	-	1,000	285	28.50%
Repairs & Maintenance - Vehicles	136	2,000	1,217	60.84%
Communications	-	2,000	1,098	54.88%
Advertising -Promotions	-	500	-	0.00%
Printing & Binding	-	200	175	87.50%
Travel	-	1,000	-	0.00%
Dues and Fees	15	1,200	410	34.16%
Education and Training	-	2,000	300	15.00%
Other Expenditures	-	250	164	65.70%
General Supplies and Materials	-	200	36	18.01%
General Supplies - Postage	65	50	134	268.42%
Gasoline/Diesel	221	4,000	1,676	41.90%
Books and Periodicals-Code Books	-	50	-	0.00%
Small Equipment	-	1,000	1,000	100.02%
Software	9,000	21,500	14,203	66.06%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	9,436	37,200	20,698	55.64%
Urban Redevelopment and Housing				
Intergovernmental	-	-	-	0.00%
Total Operations	-	-	-	100%
Planning and Zoning				
Salaries & Wages	10,142	137,422	88,582	64.46%
Employee Benefits-Medical	2,246	25,321	17,965	70.95%
Employee Benefits-Dental	38	217	303	139.47%
Employee Benefits-ADD Life	25	221	235	106.22%
Employee Benefits-Disability	116	1,104	1,086	98.35%
FICA	571	8,520	5,007	58.76%
Medicare	132	1,993	1,160	58.21%
Employee Benefits-Retirement	924	11,268	7,395	65.63%
Unemployment	(4)	68	34	50.71%
Workers' Compensation	(818)	6,309	2,946	46.70%
Total Salaries and Benefits	13,373	192,443	124,713	64.81%
Professional Services-Engineering	7,093	80,000	47,141	58.93%
Professional Services-Legal	920	7,000	4,188	59.82%
Communications	-	600	318	52.97%
Advertising	165	2,500	6,688	267.50%
Printing & Binding	1,801	28,000	7,500	26.78%
Travel	-	750	-	0.00%
Dues and Fees	-	2,000	1,785	89.23%
Education and Training	-	1,000	-	0.00%
Planning & Zoning Meeting Fees	392	3,000	2,205	73.50%
Other Expenditures	-	250	621	248.40%
General Supplies and Materials	12	1,500	25	1.65%
General Supplies - Postage	20	1,000	231	23.12%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	2,500	471	18.83%
Software	-	11,800	5,250	44.49%
Total Operations	10,403	141,950	76,420	53.84%
Economic Development				
Salaries & Wages	707	9,193	6,057	65.89%
FICA	42	570	361	63.25%
Medicare	10	133	84	63.41%
Employee Benefits - Retirement	62	754	497	65.93%
Workers Comp Insurance	(48)	47	(5)	-10.06%
Total Salaries & Benefits	774	10,697	6,995	65.39%
Rental of land & building	-	-	1,474	0.00%
Other Expenditures	(0)	-	988	0.00%
General Supplies & Materials	-	-	7,338	0.00%



General Fund Expenditures
As of August 31, 2024

	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Total Operations	<u>(0)</u>	<u>-</u>	<u>9,800</u>	<u>100.00%</u>
Intergovernmental				
Intergovernmental - COED	-	13,000	13,000	100.00%
Total Intergovernmental	<u>-</u>	<u>13,000</u>	<u>13,000</u>	<u>100.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 56,806</u>	<u>\$ 722,802</u>	<u>\$ 448,740</u>	<u>62.08%</u>
Capital Lease				
Capital lease - Interest	9,028	78,152	55,321	70.79%
Capital lease Principal	30,743	347,079	186,923	53.86%
TOTAL CAPITAL LEASE	<u>\$ 39,771</u>	<u>\$ 425,231</u>	<u>\$ 242,245</u>	<u>56.97%</u>
Other Financing Uses				
Transfer to Other Funds	-	67,875	8,250	12.15%
TOTAL OTHER FINANCING USES	<u>-</u>	<u>\$ 67,875</u>	<u>\$ 8,250</u>	<u>12.15%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 707,887</u>	<u>\$ 13,975,000</u>	<u>\$ 11,292,000</u>	<u>80.80%</u>



American Rescue Plan (ARP) Act of 2021
As of August 31, 2024

REVENUES:	2024		YTD	% of Annual
	Transactions	2024 Budget	Transactions	Budget
Interest Revenue	-	-	48,671	100%
Miscellaneous Revenue	-	2,000,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 2,000,000	\$ 48,671	2.43%
EXPENDITURES:				
Repairs & Maintenance	-	-	29,804	100%
Capital Outlay - Infrastructure	-	2,000,000	213,839	10.69%
TOTAL EXPENDITURES	\$ -	\$ 2,000,000	\$ 243,643	12.18%



Operating Grant Fund
As of August 31, 2024

REVENUES:	2024		YTD	% of Annual
	Transactions	2024 Budget	Transactions	Budget
Atlanta Regional Commission Grant	29,904	75,000	70,776	94.37%
TOTAL REVENUES	\$ 29,904	\$ 75,000	\$ 70,776	94.37%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	9,588	75,000	75,090	100.12%
TOTAL EXPENDITURES	\$ 9,588	\$ 75,000	\$ 75,090	100.12%



Parks&RecreationFund
As of August 31, 2024

REVENUES:	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	21,549	300,000	167,919	55.97%
Alcoholic Bev Excise Tax Distilled Spirit	7,147	125,000	61,547	49.24%
Local Option Mixed Drink Tax	6,693	80,000	49,181	61.48%
Penalties and Interest	193	250	759	303.56%
Miscellaneous Revenue	(0)	344,750	(0)	0.00%
Rents and Royalties	1,409	25,000	35,573	142.29%
TOTAL REVENUES	\$ 36,990	\$ 875,000	\$ 314,978	36.00%
EXPENDITURES:				
Disposal-GarbageDepot	-	500	-	0.00%
Pest Control - Depot	90	750	544	72.50%
Repairs & Maintenance - Depot	532	5,000	6,111	122.21%
Communications	139	1,750	1,108	63.31%
General Supplies - Depot	-	1,000	29	2.86%
Water/Sewer - Depot	13	250	94	37.74%
Natural Gas - Depot	117	2,000	1,306	65.32%
Electricity - Depot	663	5,000	2,597	51.93%
Small Equipment - Depot	-	500	10,725	2144.97%
Capitall Outlay - Buildings	-	-	151,460	100%
Disposal - Garbage Parks	-	1,750	876	50.03%
Lawn Care	-	8,000	5,123	64.04%
Pest Control - Parks	330	750	2,113	281.73%
Repairs & Maintenance - Parks	3,714	26,328	55,365	210.29%
Rental - Equipment & Land	-	1,000	-	0.00%
Communications	-	500	480	96.06%
Dues and Fees	-	500	434	86.80%
Contract Labor	4,500	167,600	23,550	14.05%
General Supplies and Materials - Parks	44	2,000	1,421	71.06%
Water/Sewer - Parks	734	6,500	6,271	96.48%
Electricity - Parks	539	4,500	7,054	156.76%
Small Equipment - Parks	-	500	1,725	345.03%
Capital Outlay - Site Improvements	-	70,000	14,602	20.86%
Capital Outlay - Site Impro Barrett Pa	-	-	342,429	100%
Capitall Outlay - Site Impro Karen Barn	-	-	112,457	100%
Capitall Outlay - Buildings	-	-	30,864	100%
Capital Outlay - Mach & Equip	-	-	58,715	100%
Transfers to Other Funds	-	568,322	105,262	18.52%
TOTAL EXPENDITURES	\$ 11,415	\$ 875,000	\$ 942,715	107.74%



Tax Allocation District Fund
As of August 31, 2024

REVENUES:	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Intergovernmental Cherokee County Govt	83	87,544	16,765	19.15%
Intergovernmental Cherokee County School I	274	290,693	51,692	17.78%
Transfers from General Fund	-	67,875	8,250	12.15%
TOTAL REVENUES	\$ 356	\$ 446,112	\$ 76,706	17.19%
EXPENDITURES:				
Transfer to Debt Service Fund	-	446,112	330,593	74.11%
TOTAL EXPENDITURES	\$ -	\$ 446,112	\$ 330,593	74.11%



Hotel/Motel Tax Fund
As of August 31, 2024

REVENUES:	2024		YTD	% of Annual
	Transactions	2024 Budget	Transactions	Budget
Hotel/Motel Taxes	657	6,000	4,430	73.83%
TOTAL REVENUES	\$ 657	\$ 6,000	\$ 4,430	73.83%
EXPENDITURES:				
Advertising/Promotions	-	5,000	550	11.00%
Payment to Other Agencies	-	1,000	2,500	250.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ 3,050	50.83%



Urban Redevelopment Agency
As of August 31, 2024

REVENUES:	2024		YTD	% of Annual
	Transactions	2024 Budget	Transactions	Budget
Interest	-	-	359,958	100%
Proceeds from General Long-term Debt	-	15,000,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 15,000,000	\$ 359,958	2.40%
EXPENDITURES:				
Transfer to Town Center Fund	164,871	15,000,000	4,800,159	32.00%
TOTAL EXPENDITURES	\$ 164,871	\$ 15,000,000	\$ 4,800,159	32.00%



SPLOST V Fund
As of August 31, 2024

REVENUES:	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	235,599	1,500,000	1,660,088	110.67%
Grant Revenue-LMIG	-	185,000	422,677	228.47%
Assessments - Roads & sidewalks	-	-	8,946	100%
Proceeds from GTIB Loan	-	6,000,000	1,433,926	23.90%
TOTAL REVENUES	\$ 235,599	\$ 7,685,000	\$ 3,525,637	45.88%
EXPENDITURES:				
Capital Outlay-Buildings	15,563	-	47,835	100%
Capital Outlay-Buildings	-	-	-	100%
Capital Outlay-Buildings	-	-	-	100%
Capital Outlay - Buildings public works	32,272	-	32,272	
Capital Outlay-Site improv parking lot	3,778	-	14,802	100%
Capital Outlay - Equipment	-	-	22,648	100%
Capital Outlay-Industrial Connector	-	-	-	100%
Capital Outlay-LMIG	143	185,000	6,970	3.77%
Capital Outlay-HOTL Pedestrian	-	-	-	100%
Capital Outlay-HOTL Vehicle Bridge	-	-	-	100%
Capital Outlay-Hickory Springs Ind Connector	15,402	-	39,055	100%
Capital Outlay-HS Pkwy Phase	-	-	-	100%
Capital Outlay-HS Pkwy Phase II	559,691	2,000,000	1,980,499	99.02%
Capital Outlay-TCP Road Net	-	-	-	100%
Capital Outlay-HS Pkwy Phase III	19,790	3,000,000	2,007,496	66.92%
Capital Outlay-HS Pkwy Phase III	-	-	-	100%
Capital Outlay-HS Pkwy Phase III	-	-	-	100%
Capital Outlay-HS Pkwy Phase III	-	-	-	100%
Capital Outlay-Holly Street	-	-	-	100%
Capital Outlay-Equipment	-	-	-	100%
Capital Outlay-Vehicles	-	-	-	100%
Capital Outlay - Equipment	-	-	65,181	100%
Capital Outlay - HS Pkwy Sidewalk	-	250,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	7,525	0.75%
Capital Outlay - Fox Creek/Turner Village	21,767	250,000	278,903	111.56%
TOTAL EXPENDITURES	\$ 668,406	\$ 6,685,000	\$ 4,503,187	67.36%



SPLOST VI Fund
As of August 31, 2024

	2024		YTD	% of Annual
REVENUES:	Transactions	2024 Budget	Transactions	Budget
SPLOST VI Revenue	-	2,600,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 2,600,000	\$ -	0.00%
EXPENDITURES:				
Capital Outlay-HS Pkwy Phase III	-	2,600,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 2,600,000	\$ -	0.00%



Town Center Fund
As of August 31, 2024

Revenues	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	164,871	15,300,000	4,800,159	31.37%
TOTAL REVENUES	\$ 164,871	\$ 15,300,000	\$ 4,800,159	31.37%

Expenditures				
Professional Services	-	300,000	2,500	0.83%
Capital Outlay - Site Improvements	10,413	5,000,000	1,278,245	25.56%
Capital Outlay - Buildings City Hall	-	-	64,382	100%
Capital Outlay - Buildings Parking Deck	159,288	10,000,000	3,722,220	37.22%
Capital Outlay - Buildings Amphitheater	-	-	8,000	100%
TOTAL EXPENDITURES	\$169,701	\$15,300,000	\$5,075,347	33.17%



Debt Service Fund
As of August 31, 2024

Revenues	2024 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
Miscellaneous Revenue	-	585,566	-	0.00%
Transfer from Other Funds	-	3,264,434	561,755	17.21%
TOTAL REVENUES	\$ -	\$ 3,850,000	\$ 561,755	14.59%
Expenditures				
Contingency	-	19,440	-	0.00%
Debt Service - Bond Principal HSPRA 2016	-	336,978	336,976	100.00%
Debt Service - Bond Interest HSPRA 2016	-	21,757	21,760	100.01%
Debt Service - Bond Principal HSPRA 2023	-	128,000	64,000	50.00%
Debt Service - Bond Interest HSPRA 2023	-	81,586	41,262	50.58%
Debt Service - Bond Principal URA 2019	-	555,556	555,556	100.00%
Debt Service - Bond Principal URA 2020	-	230,770	115,385	50.00%
Debt Service - Bond Principal URA 2021	259,851	519,702	519,702	100.00%
Debt Service - Bond Principal URA 2023	-	790,000	-	0.00%
Debt Service - Bond Interest URA 2019	0	100,702	100,678	99.98%
Debt Service - Bond Interest URA 2020	-	62,026	31,687	51.09%
Debt Service - Bond Interest URA 2021	73,353	152,231	149,659	98.31%
Debt Service - Bond Interest URA 2023	-	851,250	425,625	50.00%
TOTAL EXPENDITURES	\$ 333,205	\$ 3,850,000	\$ 2,362,290	61.36%



**Stormwater Utility Fund
As of August 31, 2024**

REVENUES:	2024 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	60	610,000	33,967	5.57%
Contributions from Private Source	-	-	19,412	100%
TOTAL REVENUES	\$ 60	\$ 610,000	\$ 53,379	8.75%
EXPENSES:				
Salaries & Wages	5,076	60,916	40,608	66.66%
Employee Benefits - Medical Insurance	3,023	36,277	24,184	66.66%
Employee Benefits - Dental Insurance	94	1,133	752	66.37%
Employee Benefits - Disability	12	485	96	19.79%
Employee Benefits - ADD Life	40	147	320	217.69%
FICA	315	3,778	2,520	66.70%
Medicare	75	883	600	67.95%
Employee Benefits - Retirement	416	4,995	3,328	66.63%
Unemployment	4	46	32	69.57%
Workers Comp Insurance	284	3,410	2,272	66.63%
Professional Services - Legal	7,236	1,000	7,236	723.62%
Professional Services - Engineer	-	100,000	-	0.00%
Repairs & Maintenance	475	216,630	4,929	2.28%
Repairs & Maintenance - Vehicles	6	2,500	1,836	73.43%
Rental of Equipment	-	1,000	-	0.00%
Pest Control	250	500	696	139.25%
Communications	-	1,000	549	54.88%
Dues and Fees	1	5,000	5,357	107.14%
Training	-	1,500	300	20.00%
Other Expenditures	936	250	1,463	585.17%
General Supplies & Materials	45	500	291	58.16%
General Supplies - Postage	22	500	132	26.42%
Water/Sewer	-	1,000	(986)	-98.56%
Gasoline & Diesel	262	5,000	1,073	21.47%
Small Equipment	-	3,200	3,397	106.15%
Other Supplies-Uniforms	-	250	-	0.00%
Depreciation	-	150,000	-	0.00%
Contingency	-	6,100	-	0.00%
Capital Lease Interest	-	2,000	-	0.00%
TOTAL EXPENSES	\$ 18,572	\$ 610,000	\$ 100,985	16.55%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of August 31, 2024**

	2024		YTD	
Revenues	Transactions	2024 Budget	Transactions	% Variance
Development Fees/Recompense	-	34,980	-	0.00%
Donations from Private Source	-	20	-	0.00%
TOTAL REVENUES	\$ -	\$ 35,000.00	\$ -	0.00%
Expenditures				
Landscaping/Tree Planting & Care	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	44.10	8.82%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	695.00	750	946.65	126.22%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ 695.00	\$ 35,000.00	\$ 990.75	2.83%

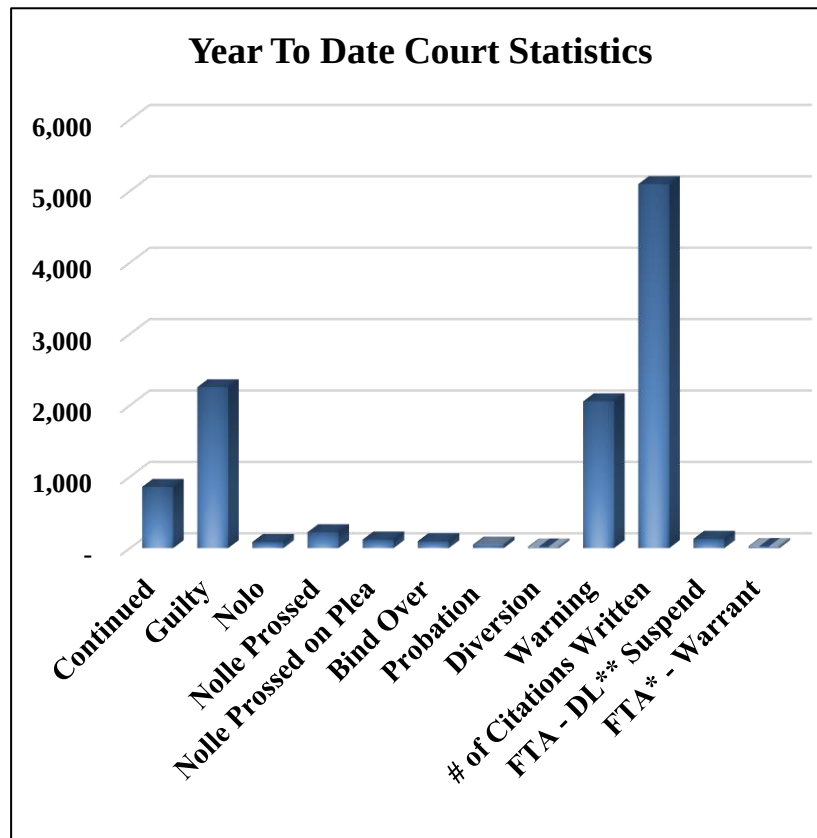


City of Holly Springs Court Statistics 2024 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	84	86	137	89	95	115	89	162					857
Guilty	184	205	408	255	207	352	250	392					2,253
Nolo	11	9	15	6	11	9	8	17					86
Nolle Prossed	33	26	29	13	29	38	27	27					222
Nolle Prossed on Plea	6	16	8	17	22	11	15	25					120
Bind Over	9	14	15	23	10	10	14	2					97
Probation	4	13	4	1	8	6	6	7					49
Diversion	0	3	5	4	5	1	2	3					23
Warning	327	230	277	267	235	230	267	222					2,055
# of Citations Written	627	641	661	652	633	619	679	586					5,098
FTA - DL** Suspend	22	10	4	22	10	15	28	19					130
FTA* - Warrant	4	4	8	1	2	2	2	7					30
	1,311	1,257	1,571	1,350	1,267	1,408	1,387	1,469	-	-	-	-	11,020

* Failure to Appear

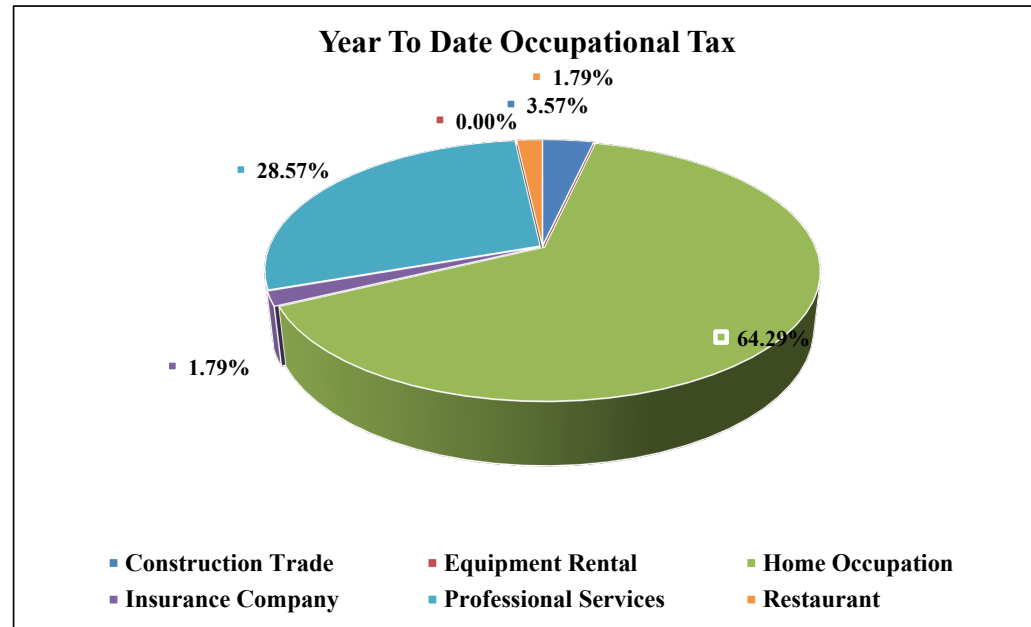
** Driver's License





City of Holly Springs Occupational Tax Summary 2024 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	2	-	-	-	-	-	-	-	-	-	-	-	2	3.57%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	8	5	5	6	3	4	2	3	-	-	-	-	36	64.29%
Insurance Company	-	-	-	-	1	-	-	-	-	-	-	-	1	1.79%
Professional Services	3	3	1	2	1	1	4	1	-	-	-	-	16	28.57%
Restaurant	-	-	-	-	-	-	-	1	-	-	-	-	1	1.79%
	13	8	6	8	5	5	6	5	-	-	-	-	56	100.00%





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

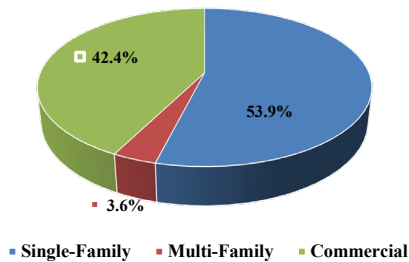
Description	Aug-24
Pot Hole Repair	1
Tree Service Work	2
ROW Mowing	48
Dead Animal Pick Up	0
Street Sweeping	0
Road Salting	0
Sign Maintenance	3
Litter Pickup	3
Stormwater maintenance	0
Traffic Signals	0
Equipment Maintenance	1
Misc. Work Orders	7
PARKS	
J.B. Owens	19
Barrett Park	16
Karen J. Barnett Park	14
J.C. Mullins	29
Monthly Totals	143



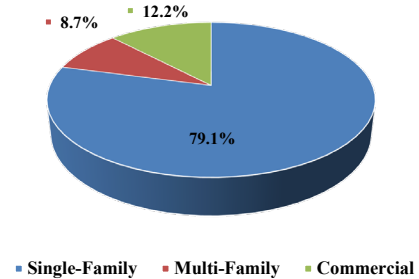
City of Holly Springs
Building Permits and Certificates of Occupancy
2024 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	1	7	4	9	11	8	8	9					57
Accessory Structures	1	2	2	3	3	3		4					18
Additions		1	3		2								6
Basement Buildouts		1		1			1	1					4
Mechanical	1	1	2	5	8	5	5	3					30
Plumbing	2	1	2	1	1		3	2					12
Electrical	1	2	3	3		1	1						11
Miscellaneous	9	3		2	4	1	5	2					26
Residential Fence	3		4	1	5	3	3	3					22
Certificates of Completion	2	3	5	2	1		7	1					21
Certificates of Occupancy	13	16	9	4	13	7	4	4					70
Multi-Family													
Townhomes	11												11
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	10												10
Commercial													
New Structures			2		3	1	7						13
Addition-C													0
Tenant Build Outs	1	1		1	3	2		1					9
Accessory Structures			1		1	1							3
Mechanical				1			1						2
Plumbing				1									1
Electrical	1		2	3	1		1						8
Misc-C	3	2	6	8	7	9	3	9					47
Signs	3	2	3	10	1	2	5	4					30
Utilities	2	2	1	2	3	3	3						16
Commercial Fence	1				1								2
Certificates of Completion		1	1			1	1						4
Certificates of Occupancy		1		1	2	1	2	3					10

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





City of Holly Springs Stormwater Statistics 2024 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	2	4	0	2	1	3	1	2				17
Number of Stormwater Complaints	2	2	4	0	2	1	3	1	2				17
Miles of Road Swept	0	0	0	0	0	0	4.2	0	2.1				6.3

