



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, November 18, 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

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. November 7, 2024 City Council Meeting minutes

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. 2025 Budget Appropriation for the Year Ending December 31, 2025.
- B. 2025-2029 Capital Improvement Plan.
- C. Proposal # 242576.P0 between Geo-Hydro Engineers and the City of Holly Springs, Georgia to perform construction materials testing for the Holly Springs Parkway Widening Phase III project.
- D. Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia for animal control and impoundment services with an amendment to include Honorable Jack "Trey" Goodwin III as the Chief Magistrate to execute the document.

- E. Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia concerning Municipal Court's First Appearance Hearing procedures, with an amendment to include Honorable Jack "Trey" Goodwin III as the Chief Magistrate to execute the document.
- F. Agreement between Jolly Ole St. John LLC and the City of Holly Springs, Georgia.
- G. Special Event Permit Application from the Holly Springs Optimist Club for the Holly Jolly Christmas Parade.
- H. Resolution regarding the re-adoption of the Georgia Certified City of Ethics Program through the Georgia Municipal Association.
- I. Quote # Q-01610752 between DocuSign, Inc. and the City of Holly Springs, Georgia concerning an annual subscription for an eSignature Business Product for State and Local Government, in the amount of \$3,369.60.
- J. SaaS Services and Subscription Agreement between Acta Solutions, Inc. and the City of Holly Springs, Georgia for the annual software renewal, in an amount not to exceed \$5,040.
- K. Estimate # 2910 from Stealth Security Services dba Stealth Video for acquiring new Cloud Storage Servers for the City's camera systems in an amount not to exceed \$15,329.00.
- L. Quote dated November 6, 2024, from Max Built Trailers for acquiring a new equipment trailer in an amount not to exceed \$6,981.00.

IX. REPORTS

X. ADJOURNMENT

XI. EXECUTIVE SESSION

- A. Real Estate

**City of Holly Springs
City Council Meeting and Public Hearing Minutes
November 7, 2024**

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

Elected Officials Not Present: None.

Staff Present: Laura Rollins from the City Attorney's Office, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Chief Building Official Jon Page, Chief Tommy Keheley, Deputy Chief Greg Clyburn, IT/Facilities Director Ron Carter, Detective Lindsey Causey, Captain Mike Hales, Officer Matthew Rice, and Officer Riley Landry.

I. CALL TO ORDER

Mayor Miller called the City Council Meeting and Public Hearing 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. Employee Recognitions - One Year of Service
Detective Lindsey Causey

V. PUBLIC HEARING/OPEN

- A. 2025 Budget Appropriation for the Year Ending December 31, 2025.

Mayor Miller called the Public Hearing to order at 6:32 p.m.

City Manager Robert H. Logan gave an overview of the 2025 Budget appropriations and the Capital Improvement Plan for 2025-2029.

No public comments were made during the public hearing.

VI. PUBLIC HEARING/CLOSE

Mayor Miller closed the Public Hearing at 6:38 p.m.

VII. PUBLIC COMMENTS

Mr. Joshua Weinwurm stated his concerns regarding an open records request related to an incident on January 6, 2024.

VIII. CONSENT AGENDA

- A. October 21, 2024 City Council Meeting minutes

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

IX. OLD BUSINESS

X. NEW BUSINESS

- A. Agreement between RCS Productions, Inc. and the City of Holly Springs, Georgia for consulting services concerning the design of the stage structure and green room facility for the Holly Springs Town Center Amphitheater, in an amount not to exceed \$7000.

Mayor Pro Tem Zenchuk made a motion to approve Item A. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- B. Bond Release for Performance Bonds #1001028360 and #1001177722 for Edgewater Subdivision, Phase 5.

Mayor Pro Tem Zenchuk made a motion to approve Item B. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

XI. REPORTS

- A. Monthly Departmental Reports

Chief Keheley informed the Mayor and City Council that during the month of October the Holly Springs Police Department participates in a weekend program called Faith & Blue. The department has partnered with different area churches and this year they partnered with Fivestones Church on Sixes Road. They always do a food drive, and this year Walmart and Home Depot donated needed supplies for the program. The Holly Springs Police Department training trailers were used to deliver water, food and supplies to the Police Department in the Town of Marshall, North Carolina, which had severe damage due to the recent hurricane. The Holly Springs Police Department also coordinated with the Governor's Office of Highway Safety to deliver needed items as well. The Mayor and City Council thanked all the Officers for participating in this program.

XII. ADJOURNMENT

Mayor Pro Tem Zenchuk made a motion to adjourn the meeting. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

Respectfully submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE OF THE CITY OF HOLLY SPRINGS APPROVING APPROPRIATIONS FOR THE YEAR 2025 GENERAL FUND, AMERICAN RESCUE PLAN ACT OF 2021 FUND, OPERATING GRANT FUND, PARKS AND RECREATION FUND, TAX ALLOCATION DISTRICT FUND, HOTEL/MOTEL TAX FUND, SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) VI FUND, TOWN CENTER FUND, URBAN REDEVELOPMENT AGENCY, DEBT SERVICE FUND, AND STORMWATER FUND

WHEREAS, the Mayor and City Council of the City of Holly Springs have prepared budgets for fiscal year 2025; and

WHEREAS, those budgets show a balance between projected revenues and anticipated expenditures/expenses; and

WHEREAS, it is required by the State of Georgia that local governments adopt ordinances or resolutions approving the appropriations necessary to effectively carry out the aims and operations proposed in their budgets:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Holly Springs, and it is hereby ordained that the following appropriations, and attached detailed line items as shown on “Exhibit A”, are approved for the purpose of implementing the 2025 fiscal year budget:

GENERAL FUND	\$ 16,500,000
AMERICAN RESCUE PLAN ACT OF 2021 FUND	\$ 1,920,000
OPERATING GRANT FUND	\$ 70,000
PARKS AND RECREATION FUND	\$ 470,250
TAX ALLOCATION DISTRICT FUND	\$ 654,475
HOTEL/MOTEL TAX FUND	\$ 6,000
SPLOST VI FUND	\$ 7,500,000
TOWN CENTER FUND	\$ 8,000,000
URBAN REDEVELOPMENT AGENCY	\$ 7,500,000
DEBT SERVICE FUND	\$ 3,789,395
STORMWATER FUND	\$ 610,000

SO ORDAINED, THIS 18th DAY OF NOVEMBER, 2024 BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



**CITY OF HOLLY SPRINGS
PROPOSED BUDGET
For The Year Ending December 31, 2025**

City of Holly Springs
Fiscal Year 2025
Proposed Budget
General Fund Revenues

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-0000-31-1100	Real Property Tax	7,425,000	8,290,991	865,991
100-0000-31-1110	Real Property Tax - Public Utility	35,000	40,000	5,000
100-0000-31-1300	Personal Property Tax	125,000	125,000	-
100-0000-31-1310	Motor Vehicle Tax	25,000	25,000	-
100-0000-31-1315	Title Ad Valorem Tax (TAVT)	870,000	850,000	(20,000)
100-0000-31-1316	Apportioned Vehicles (AAVT)	4,000	4,500	500
100-0000-31-1320	Mobile Home Tax	150	75	(75)
100-0000-31-1340	Intangible Tax	60,000	65,000	5,000
100-0000-31-1350	Railroad Equipment Car Tax	650	650	-
100-0000-31-1600	Real Estate Transfer Tax	10,000	10,000	-
100-0000-31-1710	Franchise Tax - Electric	580,000	625,000	45,000
100-0000-31-1730	Franchise Tax - Gas	110,000	110,000	-
100-0000-31-1750	Franchise Tax - Cable	215,000	175,000	(40,000)
100-0000-31-1760	Franchise Tax - Telephone	5,500	5,500	-
100-0000-31-6100	Business & Occupational Tax	150,000	150,000	-
100-0000-31-6200	Insurance Premium Tax	1,450,000	1,500,000	50,000
100-0000-31-6300	Financial Institutions Tax	2,500	4,000	1,500
100-0000-31-9100	Penalties & Interest	10,000	10,000	-
100-0000-31-9500	FiFa Fees	2,000	2,000	-
100-0000-32-1100	Alcoholic Beverages License Fees	75,000	75,000	-
100-0000-32-1140	Pouring Permits	5,500	5,000	(500)
100-0000-32-2210	Zoning and Land Use Fees	15,000	10,000	(5,000)
100-0000-32-2230	Sign Permits	1,500	1,500	-
100-0000-32-2300	Special Event Permits	150	250	100
100-0000-32-2310	Vacant Lot Registration	25	25	-
100-0000-32-2320	Personal Transportation Veh Permit	50	50	-
100-0000-32-2990	Other Licenses & Permits	5,000	2,500	(2,500)
100-0000-32-3120	Building Permit Revenue	900,000	350,000	(550,000)
100-0000-32-3125	Certificate of Occupancy Fees	165,000	50,000	(115,000)
100-0000-32-3905	Building Permit - Reinspection Fees	5,000	5,000	-
100-0000-32-4105	Building Permit - Sub Fees	50,000	30,000	(20,000)
100-0000-32-4110	Occupational Tax Late Fees	1,000	1,200	200
100-0000-33-1000	Grant Revenue	185,000	500	(184,500)
100-0000-34-1100	Court Service Fees	5,000	2,500	(2,500)
100-0000-34-1120	Probation Fees	20,000	30,000	10,000
100-0000-34-1130	Drug Testing Fees	50	-	(50)
100-0000-34-1300	Planning & Development Fees	5,000	5,000	-
100-0000-34-1305	Plan Review Fees	75,000	60,000	(15,000)
100-0000-34-1400	Printing & Duplication	200	250	50
100-0000-34-1910	Election Qualifying Fees	750	-	(750)
100-0000-34-1920	Advertising Fees	250	750	500

City of Holly Springs
Fiscal Year 2025
Proposed Budget
General Fund Revenues

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-0000-34-2120	Accident/Incident Reports	2,500	2,000	(500)
100-0000-34-2700	Wrecker Service Contract	18,500	20,000	1,500
100-0000-34-2900	Expungements	25	25	-
100-0000-34-6400	Background Checks	1,000	1,000	-
100-0000-34-9300	Bad Check Fees	100	50	(50)
100-0000-35-1100	Tree Recompense	5,000	5,000	-
100-0000-35-1170	Municipal Court Fines	600,000	700,000	100,000
100-0000-35-1320	Forfeitures	150	150	-
100-0000-35-1360	Proceeds from the Sale of Conf Assets	750	500	(250)
100-0000-35-1900	Other Fines-Code	25,000	30,000	5,000
100-0000-35-1905	Other Forfeitures	250	250	-
100-0000-36-1000	Interest Revenue	100,000	150,000	50,000
100-0000-36-3000	Unrealized Gain/Loss on Investment	5,000	250	(4,750)
100-0000-37-1000	Donations from Private Sources	2,500	250	(2,250)
100-0000-38-0000	Miscellaneous Revenue	4,450	47,734	43,284
100-0000-38-1000	Rents & Royalties	1,500	5,000	3,500
100-0000-38-3000	Reimbursements for Damaged Property	10,000	10,000	-
100-0000-39-2100	Proceeds from the Sale of Assets	100,000	50,000	(50,000)
100-0000-39-3500	Inception of Leases	504,000	400,000	(104,000)
100-0000-13-4000	Fund Balance	-	2,455,550	2,455,550
Totals		\$ 13,975,000	\$ 16,500,000	\$ 2,525,000

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-1110-51-1100	Salaries & Wages -- Council	42,000	42,000	-
100-1110-51-2100	Employee Benefits -- Medical	120,730	134,662	(13,932)
100-1110-51-2110	Employee Benefits -- Dental	4,016	5,017	(1,002)
100-1110-51-2120	Employee Benefits -- Add Life	882	882	-
100-1110-51-2200	FICA	2,604	2,604	-
100-1110-51-2300	Medicare	609	609	-
100-1110-51-2400	Employee Benefits -- Retirement	3,444	3,058	386
100-1110-51-2600	Unemployment	173	173	-
100-1110-51-2700	Workers Comp Insurance	129	133	(4)
100-1110-52-3200	Communications	600	480	120
100-1110-52-3500	Travel	1,000	1,000	-
100-1110-52-3600	Dues and Fees	750	750	-
100-1110-52-3700	Education and Training	750	750	-
100-1110-52-3900	Other Expenditures	250	250	-
100-1110-53-1100	General Supplies & Materials	50	50	-
100-1320-51-1100	Salaries & Wages	169,950	277,500	(107,550)
100-1320-51-2100	Employee Benefits -- Medical	11,894	19,901	(8,006)
100-1320-51-2110	Employee Benefits -- Dental	1,133	1,613	(480)
100-1320-51-2120	Employee Benefits -- Add Life	147	221	(74)
100-1320-51-2130	Employee Benefits -- Disability	1,008	1,588	(580)
100-1320-51-2200	FICA	9,114	15,258	(6,144)
100-1320-51-2300	Medicare	2,464	4,024	(1,559)
100-1320-51-2400	Employee Benefits -- Retirement	13,936	20,202	(6,267)
100-1320-51-2600	Unemployment	46	68	(23)
100-1320-51-2700	Workers Comp Insurance	872	1,305	(433)
100-1320-52-3200	Communications	600	900	(300)
100-1320-52-3500	Travel	50	1,300	(1,250)
100-1320-52-3600	Dues and Fees	2,250	2,000	250
100-1320-52-3700	Education and Training	1,250	1,250	-
100-1320-52-3900	Other Expenditures	1,000	1,500	(500)
100-1320-53-1100	General Supplies & Materials	150	150	-
100-1330-51-1100	Salaries & Wages	173,872	198,060	(24,188)
100-1330-51-2100	Employee Benefits -- Medical	43,713	48,590	(4,876)
100-1330-51-2110	Employee Benefits -- Dental	941	1,234	(293)
100-1330-51-2120	Employee Benefits -- Add Life	368	368	-
100-1330-51-2130	Employee Benefits -- Disability	1,393	1,526	(133)
100-1330-51-2200	FICA	10,780	12,280	(1,500)
100-1330-51-2300	Medicare	2,521	2,872	(351)
100-1330-51-2400	Employee Benefits -- Retirement	14,257	14,419	(162)
100-1330-51-2600	Unemployment	114	114	-

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-1330-51-2700	Workers Comp Insurance	532	626	(94)
100-1330-52-1200	Professional Services	5,000	5,000	-
100-1330-52-3200	Communications	900	900	-
100-1330-52-3300	Advertising	250	-	250
100-1330-52-3500	Travel	2,500	1,250	1,250
100-1330-52-3600	Dues and Fees	6,500	6,500	-
100-1330-52-3700	Education and Training	1,500	1,500	-
100-1330-52-3900	Other Expenditures	500	500	-
100-1330-53-1100	General Supplies & Materials	250	250	-
100-1330-53-1120	General Supplies & Materials Postage	200	300	(100)
100-1330-53-1600	Small Equipment	2,500	500	2,000
100-1330-53-1630	Software	19,500	20,900	(1,400)
100-1330-53-1700	Other Supplies -- Uniforms	50	50	-
100-1400-52-3300	Advertising	500	-	500
100-1500-57-9000	Contingency	139,750	165,000	(25,250)
100-1510-51-1100	Salaries & Wages	242,291	262,608	(20,317)
100-1510-51-2100	Employee Benefits -- Medical	88,111	97,926	(9,815)
100-1510-51-2110	Employee Benefits -- Dental	538	1,404	(866)
100-1510-51-2120	Employee Benefits -- Add Life	441	441	-
100-1510-51-2130	Employee Benefits -- Disability	1,947	2,136	(189)
100-1510-51-2200	FICA	15,022	16,282	(1,260)
100-1510-51-2300	Medicare	3,513	3,808	(295)
100-1510-51-2400	Employee Benefits -- Retirement	19,868	19,118	750
100-1510-51-2600	Unemployment	137	137	-
100-1510-51-2700	Workers Comp Insurance	741	830	(89)
100-1510-52-1210	Professional Services - Audit	20,000	27,500	(7,500)
100-1510-52-3300	Advertising	2,650	2,800	(150)
100-1510-52-3400	Printing and Binding	1,000	1,500	(500)
100-1510-52-3500	Travel	50	500	(450)
100-1510-52-3600	Dues and Fees	10,000	10,000	-
100-1510-52-3700	Education and Training	1,500	1,500	-
100-1510-52-3900	Other Expenditures	250	500	(250)
100-1510-53-1100	General Supplies & Materials	1,300	1,500	(200)
100-1510-53-1120	General Supplies - Postage	7,500	7,500	-
100-1510-53-1600	Small Equipment	250	250	-
100-1510-53-1630	Software	5,500	9,150	(3,650)
100-1516-51-1100	Salaries & Wages	25,413	26,986	(1,573)
100-1516-51-2100	Employee Benefits -- Medical	13,427	14,800	(1,373)
100-1516-51-2110	Employee Benefits -- Dental	217	351	(134)
100-1516-51-2120	Employee Benefits -- Add Life	74	74	-

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-1516-51-2130	Employee Benefits -- Disability	204	224	(20)
100-1516-51-2200	FICA	1,576	1,673	(98)
100-1516-51-2300	Medicare	368	391	(23)
100-1516-51-2400	Employee Benefits -- Retirement	2,084	1,965	119
100-1516-51-2600	Unemployment	23	23	-
100-1516-51-2700	Workers Comp Insurance	39	43	(4)
100-1516-53-1100	General Supplies & Materials	100	100	-
100-1516-53-1120	General Supplies - Postage	1,000	1,500	(500)
100-1516-53-1630	Software	4,800	3,000	1,800
100-1516-53-1700	Other Supplies -- Uniforms	50	50	-
100-1530-52-1200	Professional Services - Legal	35,000	35,000	-
100-1535-51-1100	Salaries & Wages	83,285	103,795	(20,511)
100-1535-51-2100	Employee Benefits -- Medical	12,787	13,267	(480)
100-1535-51-2110	Employee Benefits -- Dental	1,133	1,073	60
100-1535-51-2120	Employee Benefits -- Add Life	147	221	(74)
100-1535-51-2130	Employee Benefits -- Disability	669	838	(169)
100-1535-51-2200	FICA	5,164	6,435	(1,272)
100-1535-51-2300	Medicare	1,208	1,505	(297)
100-1535-51-2400	Employee Benefits -- Retirement	6,829	7,556	(727)
100-1535-51-2600	Unemployment	46	68	(23)
100-1535-51-2700	Workers Comp Insurance	255	328	(73)
100-1535-52-1200	Professional Services	20,000	20,000	-
100-1535-52-3200	Communications	600	480	120
100-1535-52-3600	Dues and Fees	500	250	250
100-1535-52-3900	Other Expenditures	250	250	-
100-1535-53-1100	General Supplies & Materials	250	500	(250)
100-1535-53-1600	Small Equipment	8,500	5,000	3,500
100-1535-53-1630	Software	205,000	225,000	(20,000)
100-1540-51-1100	Salaries & Wages	60,311	-	60,311
100-1540-51-2100	Employee Benefits -- Medical	5,947	-	5,947
100-1540-51-2110	Employee Benefits -- Dental	169	-	169
100-1540-51-2120	Employee Benefits -- Add Life	74	-	74
100-1540-51-2130	Employee Benefits -- Disability	485	-	485
100-1540-51-2200	FICA	3,737	-	3,737
100-1540-51-2300	Medicare	875	-	875
100-1540-51-2400	Employee Benefits -- Retirement	4,945	-	4,945
100-1540-51-2600	Unemployment	23	-	23
100-1540-51-2700	Workers Comp Insurance	185	-	185
100-1540-52-1200	Professional Services	30,000	30,000	-
100-1540-52-3200	Communications	300	300	-

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-1540-52-3300	Advertising	100	100	-
100-1540-52-3500	Travel	1,000	1,000	-
100-1540-52-3600	Dues and Fees	1,500	1,200	300
100-1540-52-3700	Education and Training	4,500	1,500	3,000
100-1540-52-3900	Other Expenditures	250	150	100
100-1540-53-1100	General Supplies & Materials	500	500	-
100-1540-53-1120	General Supplies & Materials Postage	100	100	-
100-1540-53-1600	Small Equipment	1,000	500	500
100-1540-53-1630	Software	10,000	5,500	4,500
100-1540-53-1700	Other Supplies -- Uniforms	50	50	-
100-1555-52-1200	Professional Services	20,000	20,000	-
100-1555-52-3100	Insurance	250,000	256,000	(6,000)
100-1565-51-1100	Salaries & Wages	69,872	89,638	(19,766)
100-1565-51-2100	Employee Benefits -- Medical	12,787	14,095	(1,308)
100-1565-51-2110	Employee Benefits -- Dental	338	355	(17)
100-1565-51-2120	Employee Benefits -- Add Life	147	147	-
100-1565-51-2130	Employee Benefits -- Disability	389	427	(38)
100-1565-51-2200	FICA	4,332	5,558	(1,225)
100-1565-51-2300	Medicare	1,013	1,300	(287)
100-1565-51-2400	Employee Benefits -- Retirement	4,049	3,813	236
100-1565-51-2600	Unemployment	91	91	-
100-1565-51-2700	Workers Comp Insurance	6,125	1,880	4,245
100-1565-52-1200	Professional Services	250	250	-
100-1565-52-2110	Disposal -- Garbage	500	500	-
100-1565-52-2140	Lawn Care	350	500	(150)
100-1565-52-2150	Pest Control	1,500	2,200	(700)
100-1565-52-2200	Repairs and Maintenance	10,000	10,000	-
100-1565-52-2210	Repairs and Maintenance - Vehicles	5,000	7,500	(2,500)
100-1565-52-2320	Rental of Equipment	7,000	7,500	(500)
100-1565-52-3200	Communications	15,000	20,000	(5,000)
100-1565-52-3600	Dues and Fees	1,375	1,500	(125)
100-1565-52-3900	Other Expenditures	1,000	1,000	-
100-1565-53-1100	General Supplies and Materials	8,000	8,000	-
100-1565-53-1210	Water and Sewer	2,000	2,000	-
100-1565-53-1220	Natural Gas	2,500	3,500	(1,000)
100-1565-53-1230	Electricity	13,500	15,000	(1,500)
100-1565-53-1270	Gasoline and Diesel	3,500	4,000	(500)
100-1565-53-1600	Small Equipment	2,000	2,000	-
100-1565-53-1630	Software	500	-	500
100-1565-53-1700	Other Supplies -- Uniforms	100	150	(50)

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-1570-51-1100	Salaries & Wages	82,738	87,859	(5,121)
100-1570-51-2100	Employee Benefits -- Medical	23,195	23,284	(89)
100-1570-51-2110	Employee Benefits -- Dental	1,133	855	278
100-1570-51-2120	Employee Benefits -- Add Life	147	132	15
100-1570-51-2130	Employee Benefits -- Disability	739	729	9
100-1570-51-2200	FICA	5,130	5,447	(318)
100-1570-51-2300	Medicare	1,200	1,274	(74)
100-1570-51-2400	Employee Benefits -- Retirement	6,784	6,396	388
100-1570-51-2600	Unemployment	46	41	5
100-1570-51-2700	Workers Comp Insurance	424	466	(41)
100-1570-52-3200	Communications	600	480	120
100-1570-52-3500	Travel	700	700	-
100-1570-52-3600	Dues and Fees	1,600	2,000	(400)
100-1570-52-3700	Education and Training	1,500	1,500	-
100-1570-52-3900	Other Expenditures	150	150	-
100-1570-53-1600	Small Equipment	500	500	-
100-1570-53-1630	Software	1,000	1,000	-
100-2650-51-1100	Salaries & Wages	130,682	126,559	4,123
100-2650-51-1300	Salaries & Wages - Overtime	500	500	-
100-2650-51-2100	Employee Benefits -- Medical	48,173	53,732	(5,559)
100-2650-51-2110	Employee Benefits -- Dental	1,104	1,651	(547)
100-2650-51-2120	Employee Benefits -- Add Life	294	294	-
100-2650-51-2130	Employee Benefits -- Disability	958	1,051	(93)
100-2650-51-2200	FICA	8,164	7,878	287
100-2650-51-2300	Medicare	1,909	1,842	67
100-2650-51-2400	Employee Benefits -- Retirement	9,814	9,250	564
100-2650-51-2600	Unemployment	137	91	46
100-2650-51-2700	Workers Comp Insurance	403	402	1
100-2650-52-1200	Professional Services - Public Defenders	4,800	6,000	(1,200)
100-2650-52-1230	Professional Services -Legal Solicitor/Judge	66,100	80,000	(13,900)
100-2650-52-2320	Rental of Equipment	1,750	1,500	250
100-2650-52-3200	Communications	500	-	500
100-2650-52-3300	Advertising	50	100	(50)
100-2650-52-3400	Printing and Binding	100	100	-
100-2650-52-3500	Travel	4,000	5,000	(1,000)
100-2650-52-3600	Dues and Fees	750	1,000	(250)
100-2650-52-3700	Education and Training	1,500	1,500	-
100-2650-52-3900	Other Expenditures	150	100	50
100-2650-53-1100	General Supplies & Materials	1,200	1,500	(300)
100-2650-53-1120	General Supplies - Postage	750	750	-

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-2650-53-1300	Food Supplies	2,400	3,000	(600)
100-2650-53-1600	Small Equipment	500	250	250
100-2650-53-1630	Software	24,000	20,000	4,000
100-2650-57-1000	Intergovernmental - Cherokee (Inmate Housing)	25,000	20,000	5,000
100-2650-57-2000	Payments to Other Agencies	225,000	\$ 250,000.00	(25,000)
100-3210-51-1100	Salaries & Wages	564,410	690,671	(126,261)
100-3210-51-1300	Salaries & Wages -- Overtime	4,250	3,000	1,250
100-3210-51-2100	Employee Benefits -- Medical	126,379	162,687	(36,308)
100-3210-51-2110	Employee Benefits -- Dental	4,612	6,289	(1,677)
100-3210-51-2120	Employee Benefits -- Add Life	882	1,103	(221)
100-3210-51-2130	Employee Benefits -- Disability	4,159	5,519	(1,360)
100-3210-51-2200	FICA	35,257	43,008	(7,751)
100-3210-51-2300	Medicare	8,246	10,058	(1,813)
100-3210-51-2400	Employee Benefits -- Retirement	43,969	50,500	(6,532)
100-3210-51-2600	Unemployment	342	365	(23)
100-3210-51-2700	Workers Comp Insurance	19,947	27,474	(7,527)
100-3210-52-1200	Professional Services	1,000	750	250
100-3210-52-2200	Repairs and Maintenance	5,375	4,500	875
100-3210-52-2210	Repairs and Maintenance - Vehicles	5,500	5,500	-
100-3210-52-2320	Rental of Equipment	5,000	6,000	(1,000)
100-3210-52-3200	Communications	3,000	3,500	(500)
100-3210-52-3300	Advertising	5,000	5,000	-
100-3210-52-3400	Printing and Binding	600	600	-
100-3210-52-3500	Travel	5,000	6,000	(1,000)
100-3210-52-3600	Dues and Fees	5,000	5,000	-
100-3210-52-3700	Education and Training	5,000	6,000	(1,000)
100-3210-52-3900	Other Expenditures	2,000	3,000	(1,000)
100-3210-53-1100	General Supplies and Materials	2,000	2,000	-
100-3210-53-1120	General Supplies - Postage	750	500	250
100-3210-53-1270	Gasoline and Diesel	17,000	18,500	(1,500)
100-3210-53-1600	Small Equipment	2,500	2,500	-
100-3210-53-1630	Software	15,000	8,125	6,875
100-3210-53-1700	Other Supplies -- Uniforms	4,000	6,000	(2,000)
100-3221-51-1100	Salaries & Wages	324,312	470,683	(146,371)
100-3221-51-1300	Salaries & Wages -- Overtime	8,000	10,000	(2,000)
100-3221-51-2100	Employee Benefits -- Medical	102,763	163,721	(60,958)
100-3221-51-2110	Employee Benefits -- Dental	4,303	7,148	(2,845)
100-3221-51-2120	Employee Benefits -- Add Life	662	882	(221)

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-3221-51-2130	Employee Benefits -- Disability	2,430	3,627	(1,196)
100-3221-51-2200	FICA	20,603	29,802	(9,199)
100-3221-51-2300	Medicare	4,819	6,970	(2,151)
100-3221-51-2400	Employee Benefits -- Retirement	27,249	34,994	(7,745)
100-3221-51-2600	Unemployment	205	274	(68)
100-3221-51-2700	Workers Comp Insurance	13,801	22,262	(8,462)
100-3221-52-1200	Professional Services	500	500	-
100-3221-52-2200	Repairs and Maintenance	3,000	3,000	-
100-3221-52-2210	Repairs and Maintenance - Vehicles	4,000	4,000	-
100-3221-52-3200	Communications	3,500	2,400	1,100
100-3221-52-3400	Printing and Binding	250	250	-
100-3221-52-3500	Travel	2,000	2,000	-
100-3221-52-3600	Dues and Fees	750	2,000	(1,250)
100-3221-52-3700	Education and Training	2,500	2,500	-
100-3221-52-3900	Other Expenditures	800	800	-
100-3221-53-1100	General Supplies and Materials	1,000	750	250
100-3221-53-1120	General Supplies - Postage	50	50	-
100-3221-53-1270	Gasoline and Diesel	13,000	14,000	(1,000)
100-3221-53-1600	Small Equipment	3,000	3,000	-
100-3221-53-1630	Software	5,000	6,000	(1,000)
100-3221-53-1700	Other Supplies -- Uniforms	2,000	3,000	(1,000)
100-3222-51-1100	Salaries & Wages	67,492	71,684	(4,192)
100-3222-51-1300	Salaries & Wages -- Overtime	2,000	2,000	-
100-3222-51-2100	Employee Benefits -- Medical	12,787	14,095	(1,308)
100-3222-51-2110	Employee Benefits -- Dental	338	950	(612)
100-3222-51-2120	Employee Benefits -- Add Life	147	147	-
100-3222-51-2130	Employee Benefits -- Disability	523	574	(51)
100-3222-51-2200	FICA	4,308	4,568	(260)
100-3222-51-2300	Medicare	1,008	1,068	(61)
100-3222-51-2400	Employee Benefits -- Retirement	5,698	5,364	334
100-3222-51-2600	Unemployment	46	46	-
100-3222-51-2700	Workers Comp Insurance	3,115	3,413	(298)
100-3222-52-2210	Repairs and Maintenance	600	-	600
100-3222-52-2210	Repairs and Maintenance - Vehicles	2,500	2,500	-
100-3222-52-3600	Dues and Fees	100	150	(50)
100-3222-52-3700	Education and Training	500	250	250
100-3222-53-1270	Gasoline and Diesel	4,000	4,000	-
100-3222-53-1700	Other Supplies -- Uniforms	-	300	(300)

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-3223-51-1100	Salaries & Wages	1,810,314	1,901,400	(91,086)
100-3223-51-1300	Salaries & Wages -- Overtime	50,000	52,000	(2,000)
100-3223-51-2100	Employee Benefits -- Medical	661,776	648,379	13,397
100-3223-51-2110	Employee Benefits -- Dental	19,740	23,032	(3,292)
100-3223-51-2120	Employee Benefits -- Add Life	3,969	3,969	-
100-3223-51-2130	Employee Benefits -- Disability	14,123	15,020	(898)
100-3223-51-2200	FICA	115,339	121,111	(5,771)
100-3223-51-2300	Medicare	26,975	28,324	(1,350)
100-3223-51-2400	Employee Benefits -- Retirement	152,544	142,210	10,334
100-3223-51-2600	Unemployment	1,231	1,231	-
100-3223-51-2700	Workers Comp Insurance	83,379	90,470	(7,091)
100-3223-52-1200	Professional Services	4,000	4,000	-
100-3223-52-2200	Repairs and Maintenance	24,100	20,000	4,100
100-3223-52-2210	Repairs and Maintenance - Vehicles	85,000	80,000	5,000
100-3223-52-3200	Communications	25,000	22,000	3,000
100-3223-52-3400	Printing and Binding	400	600	(200)
100-3223-52-3500	Travel	6,000	6,000	-
100-3223-52-3600	Dues and Fees	4,000	7,500	(3,500)
100-3223-52-3700	Education and Training	10,000	8,000	2,000
100-3223-52-3900	Other Expenditures	2,000	3,000	(1,000)
100-3223-53-1100	General Supplies and Materials	4,000	5,000	(1,000)
100-3223-53-1270	Gasoline and Diesel	120,000	125,000	(5,000)
100-3223-53-1600	Small Equipment	22,000	25,000	(3,000)
100-3223-53-1630	Software	21,000	22,000	(1,000)
100-3223-53-1700	Other Supplies -- Uniforms	51,000	51,000	-
100-3223-54-2400	Capital Outlay - Vehicles	-	400,000	(400,000)
100-3223-57-2000	Payments to Other Agencies	7,500	-	7,500
100-3240-51-1100	Salaries & Wages	46,792	74,182	(27,390)
100-3240-51-1300	Salaries & Wages -- Overtime	-	2,000	(2,000)
100-3240-51-2100	Employee Benefits -- Medical	19,501	40,465	(20,964)
100-3240-51-2110	Employee Benefits -- Dental	567	1,436	(870)
100-3240-51-2120	Employee Benefits -- Add Life	74	147	(74)
100-3240-51-2130	Employee Benefits -- Disability	388	603	(215)
100-3240-51-2200	FICA	3,025	4,723	(1,698)
100-3240-51-2300	Medicare	707	1,105	(397)
100-3240-51-2400	Employee Benefits -- Retirement	4,001	5,546	(1,545)
100-3240-51-2600	Unemployment	23	46	(23)
100-3240-51-2700	Workers Comp Insurance	1,093	3,528	(2,435)

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-3240-52-2200	Repairs and Maintenance	600	600	-
100-3240-52-2210	Repairs and Maintenance - Vehicles	2,000	2,000	-
100-3240-52-3200	Communications	300	960	(660)
100-3240-52-3500	Travel	2,500	3,500	(1,000)
100-3240-52-3600	Dues and Fees	750	1,000	(250)
100-3240-52-3700	Education and Training	3,000	4,000	(1,000)
100-3240-53-1100	General Supplies and Materials	2,000	2,000	-
100-3240-53-1110	Weapons Supplies & Ammunition	40,000	58,000	(18,000)
100-3240-53-1270	Gasoline and Diesel	1,000	2,500	(1,500)
100-3240-53-1600	Small Equipment	8,000	8,000	-
100-3240-53-1630	Software	2,750	2,750	-
100-3240-53-1700	Other Supplies -- Uniforms	600	1,500	(900)
100-3240-57-1000	Intergovernmental	2,500	2,500	-
100-3260-52-1200	Professional Services	250	250	-
100-3260-52-2110	Disposal -- Garbage	1,200	1,200	-
100-3260-52-2150	Pest Control	1,000	1,200	(200)
100-3260-52-2200	Repairs & Maintenance	19,409	65,000	(45,591)
100-3260-52-2310	Rental of Land & Building	45,000	45,500	(500)
100-3260-52-3200	Communications	25,000	20,000	5,000
100-3260-52-3600	Dues and Fees	375	450	(75)
100-3260-53-1100	General Supplies and Materials	3,000	3,000	-
100-3260-53-1210	Water/Sewer	5,000	5,500	(500)
100-3260-53-1230	Electricity	12,000	15,000	(3,000)
100-3260-53-1600	Small Equipment	2,500	1,500	1,000
100-3260-53-1630	Software	500	-	500
100-3450-51-1100	Salaries & Wages	99,640	53,972	45,668
100-3450-51-1300	Salaries & Wages -- Overtime	250	500	(250)
100-3450-51-2100	Employee Benefits -- Medical	30,034	35,960	(5,926)
100-3450-51-2110	Employee Benefits -- Dental	904	1,436	(532)
100-3450-51-2120	Employee Benefits -- Add Life	221	147	74
100-3450-51-2130	Employee Benefits -- Disability	798	406	392
100-3450-51-2200	FICA	6,193	3,377	2,816
100-3450-51-2300	Medicare	1,448	790	659
100-3450-51-2400	Employee Benefits -- Retirement	8,191	3,966	4,225
100-3450-51-2600	Unemployment	68	46	23
100-3450-51-2700	Workers Comp Insurance	3,457	172	3,284
100-3450-52-3200	Communications	500	-	500
100-3450-52-3600	Dues and Fees	250	200	50

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-3450-52-3700	Education and Training	250	250	-
100-3450-53-1100	General Supplies and Materials	100	100	-
100-3450-53-1600	Small Equipment	200	-	200
100-3450-53-1630	Software	3,000	2,200	800
100-3450-53-1700	Other Supplies -- Uniforms	1,000	500	500
100-3500-57-1000	Intergovernmental -- Cherokee Co	3,868,967	2,380,000	1,488,967
100-4200-52-1220	Professional Services -- Engineers	500	500	-
100-4200-52-2110	Disposal -- Garbage	750	1,500	(750)
100-4200-52-2150	Pest Control	750	750	-
100-4200-52-2200	Repair & Maintenance	78,000	210,219	(132,219)
100-4200-52-2210	Repair & Maintenance -- Vehicles	5,000	2,500	2,500
100-4200-52-2320	Rental of Equipment	2,000	2,000	-
100-4200-52-3600	Dues and Fees	500	12,000	(11,500)
100-4200-52-3850	Contract Labor	360,000	308,220	51,780
100-4200-52-3900	Other Expenditures	500	500	-
100-4200-53-1100	General Supplies & Materials	500	2,000	(1,500)
100-4200-53-1210	Water/Sewer	600	-	600
100-4200-53-1230	Electricity	1,500	-	1,500
100-4200-53-1270	Gasoline/Diesel	5,000	5,000	-
100-4200-53-1600	Small Equipment	3,000	3,000	-
100-4260-52-2200	Street Lights -- Repairs & Maintenance	20,000	10,000	10,000
100-4260-53-1230	Electricity -- Street Lights	130,000	130,000	-
100-4270-52-2200	Traffic Lights -- Repairs & Maintenance	15,000	10,000	5,000
100-4270-53-1230	Electricity -- Traffic Lights	3,000	3,000	-
100-6240-52-2200	Repairs & Maintenance	31,500	28,500	3,000
100-6240-52-3500	Travel	750	750	-
100-6240-52-3600	Dues and Fees	500	500	-
100-6240-52-3700	Education and Training	1,000	1,000	-
100-6240-52-3860	Tree Commission Meetings	-	3,000	(3,000)
100-6240-53-1100	General Supplies & Materials	750	5,750	(5,000)
100-6240-53-1400	Books and Periodicals	500	500	-
100-6500-57-1000	Intergovernmental - Sequoyah Regional Library	4,000	4,000	-
100-7200-51-1100	Salaries & Wages	235,622	201,310	34,311
100-7200-51-2100	Employee Benefits -- Medical	46,983	26,534	20,449
100-7200-51-2110	Employee Benefits -- Dental	1,683	2,006	(323)
100-7200-51-2120	Employee Benefits -- Add Life	515	368	147
100-7200-51-2130	Employee Benefits -- Disability	1,893	1,592	301
100-7200-51-2200	FICA	14,609	12,481	2,127
100-7200-51-2300	Medicare	3,417	2,919	498

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-7200-51-2400	Employee Benefits -- Retirement	19,321	14,656	4,665
100-7200-51-2600	Unemployment	182	137	46
100-7200-51-2700	Workers Comp Insurance	3,288	3,453	(165)
100-7200-52-1200	Professional Services	-	-	-
100-7200-52-1230	Professional Services -- Legal	1,000	1,000	-
100-7200-52-2210	Repair & Maintenance -- Vehicles	2,000	2,000	-
100-7200-52-3200	Communications	2,000	1,600	400
100-7200-52-3300	Advertising	500	-	500
100-7200-52-3400	Printing and Binding	200	50	150
100-7200-52-3500	Travel	1,000	500	500
100-7200-52-3600	Dues and Fees	1,200	250	950
100-7200-52-3700	Education and Training	2,000	1,000	1,000
100-7200-52-3900	Other Expenditures	250	250	-
100-7200-53-1100	General Supplies & Materials	200	100	100
100-7200-53-1120	General Supplies -- Postage	50	100	(50)
100-7200-53-1270	Gasoline/Diesel	4,000	2,000	2,000
100-7200-53-1400	Books and Periodicals	50	50	-
100-7200-53-1600	Small Equipment	1,000	500	500
100-7200-53-1630	Software	21,500	15,000	6,500
100-7200-53-1700	Other Supplies -- Uniforms	250	100	150
100-7400-51-1100	Salaries & Wages	137,422	145,928	(8,506)
100-7400-51-2100	Employee Benefits -- Medical	25,321	28,067	(2,746)
100-7400-51-2110	Employee Benefits -- Dental	217	351	(134)
100-7400-51-2120	Employee Benefits -- Add Life	221	221	-
100-7400-51-2130	Employee Benefits -- Disability	1,104	1,154	(50)
100-7400-51-2200	FICA	8,520	9,048	(527)
100-7400-51-2300	Medicare	1,993	2,116	(123)
100-7400-51-2400	Employee Benefits -- Retirement	11,268	10,624	645
100-7400-51-2600	Unemployment	68	68	-
100-7400-51-2700	Workers Comp Insurance	6,309	419	5,890
100-7400-52-1220	Professional Services -- Engineering	80,000	85,000	(5,000)
100-7400-52-1230	Professional Services -- Legal	7,000	7,000	-
100-7400-52-3200	Communications	600	480	120
100-7400-52-3300	Advertising	2,500	2,500	-
100-7400-52-3400	Printing and Binding	28,000	28,000	-
100-7400-52-3500	Travel	750	1,000	(250)
100-7400-52-3600	Dues and Fees	2,000	3,000	(1,000)
100-7400-52-3700	Education and Training	1,000	1,000	-
100-7400-52-3860	Planning & Zoning Meetings	3,000	12,000	(9,000)
100-7400-52-3900	Other Expenditures	250	250	-

City of Holly Springs
Fiscal Year 2025 Proposed Budget
General Fund Expenditures

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
100-7400-53-1100	General Supplies and Materials	1,500	500	1,000
100-7400-53-1120	General Supplies and Materials - Postage	1,000	1,000	-
100-7400-53-1270	Gasoline/Diesel	50	50	-
100-7400-53-1600	Small Equipment	2,500	1,500	1,000
100-7400-53-1630	Software	11,800	12,800	(1,000)
100-7520-51-1100	Salaries & Wages	9,193	9,762	(569)
100-7520-51-2100	Employee Benefits -- Medical	-	2,587	(2,587)
100-7520-51-2110	Employee Benefits -- Dental	-	95	(95)
100-7520-51-2120	Employee Benefits -- Add Life	-	15	(15)
100-7520-51-2130	Employee Benefits -- Disability	-	77	(77)
100-7520-51-2200	FICA	570	605	(35)
100-7520-51-2300	Medicare	133	142	(8)
100-7520-51-2400	Employee Benefits -- Retirement	754	711	43
100-7520-51-2600	Unemployment	-	5	(5)
100-7520-51-2700	Workers Comp Insurance	47	52	(5)
100-7520-57-1000	Intergovernmental - Cherokee Office of Economic De	13,000	13,000	-
100-8000-58-1200	Lease - Principal	347,079	531,872	(184,793)
100-8000-58-2200	Lease - Interest	78,152	121,495	(43,343)
100-9000-61-1000	Transfer to TAD	67,875	102,250	(34,375)
100-9000-61-1000	Transfer to Debt Service	-	2,455,550	(2,455,550)
	<i>Total</i>	\$ 13,975,000	\$ 16,500,000	\$ (2,525,000)

City of Holly Springs
Fiscal Year 2025 Proposed Budget
American Rescue Plan Act of 2021

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
230-0000-36-1000	Interest Revenue	-	20,000	20,000
230-0000-38-0000	Fund Balance	2,000,000	1,900,000	(100,000)
	TOTAL REVENUES	\$ 2,000,000	\$ 1,920,000	\$ (80,000)
230-3500-57-1000	Intergovernmental - Fire Services	2,000,000	1,920,000	80,000
	TOTAL EXPENDITURES	\$ 2,000,000	\$ 1,920,000	\$ 80,000

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Operating Grant Fund

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
250-0000-33-1000	Grant Revenue	75,000	70,000	(5,000)
	TOTAL REVENUES	\$ 75,000	\$ 70,000	\$ (5,000)
250-7640-57-2000	Payments to Other Agencies	75,000	70,000	5,000
	TOTAL EXPENDITURES	\$ 75,000	\$ 70,000	\$ 5,000

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Parks Recreation Fund

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
270-0000-31-4200	Beer/Wine Alcoholic Bev. Excise Tax	300,000	255,000	(45,000)
270-0000-31-4250	Distilled Spirit Alcoholic Bev. Excise Tax	125,000	105,000	(20,000)
270-0000-31-4300	Local Option Mixed Drink Tax	80,000	75,000	(5,000)
270-0000-31-9100	Penalties and Interest	250	250	-
270-0000-38-1000	Rents and Royalties	25,000	35,000	10,000
270-0000-13-4000	Prior Year Fund Balance	344,750	-	(344,750)
	TOTAL REVENUES	\$ 875,000	\$ 470,250	\$ (404,750)
270-5530-52-2110	Disposal - Garbage Depot	500	500	-
270-5530-52-2150	Pest Control - Depot	750	750	-
270-5530-52-2200	Repairs & Maintenance - Depot	5,000	5,000	-
270-5530-52-3200	Communications - Depot	1,750	1,750	-
270-5530-53-1100	General Supplies - Depot	1,000	1,000	-
270-5530-53-1210	Water/Sewer - Depot	250	250	-
270-5530-53-1220	Natural Gas - Depot	2,000	2,200	(200)
270-5530-53-1230	Electricity - Depot	5,000	5,000	-
270-5530-53-1600	Small Equipment - Depot	500	500	-
270-6220-52-2110	Disposal - Garbage Parks	1,750	1,750	-
270-6220-52-2140	Lawn Care	8,000	8,000	-
270-6220-52-2150	Pest Control - Parks	750	1,500	(750)
270-6220-52-2200	Repairs & Maintenance - Parks	26,328	21,720	4,608
270-6220-52-2320	Rental of Equipment	1,000	1,000	-
270-6220-52-3200	Communications - Parks	500	500	-
270-6220-52-3600	Dues and Fees	500	500	-
270-6220-52-3850	Contract Labor	167,600	215,960	(48,360)
270-6220-53-1100	General Supplies & Materials - Parks	2,000	2,000	-
270-6220-53-1210	Water/Sewer - Parks	6,500	10,000	(3,500)
270-6220-53-1230	Electricity - Parks	4,500	10,000	(5,500)
270-6220-53-1600	Small Equipment - Parks	500	1,000	(500)
270-6220-54-1200	Capital Outlay - Parks	70,000	-	70,000
270-9000-61-1100	Transfer to Debt Service Fund	568,322	179,370	388,952
	TOTAL EXPENDITURES	\$ 875,000	\$ 470,250	\$ 404,750

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Tax Allocation District Fund

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
272-0000-33-7000	Intergovernmental - Cherokee County Government	87,544	131,723	44,179
272-0000-33-7050	Intergovernmental - Cherokee County School District	290,693	420,502	129,809
272-0000-39-1000	Transfers from General Fund	67,875	102,250	34,375
	TOTAL REVENUES	\$ 446,112	\$ 654,475	\$ 208,363
272-9000-61-1100	Transfer to Debt Service Fund	446,112	654,475	(208,363)
	TOTAL EXPENDITURES	\$ 446,112	\$ 654,475	\$ (208,363)

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Hotel/Motel Tax Fund

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
275-0000-31-4100	Hotel/Motel Tax	6,000	6,000	-
	TOTAL REVENUES	\$ 6,000	\$ 6,000	\$ -
275-7540-52-3300	Advertising/Promotions	5,000	2,500	(2,500)
275-7540-57-2000	Payment to Other Agencies	1,000	3,500	2,500
	TOTAL EXPENDITURES	\$ 6,000	\$ 6,000	\$ -

City of Holly Springs
Fiscal Year 2025 Proposed Budget
SPLOST VI Fund

Account Number	Description	Budget		Variance
		FY 2024 Proposed	FY 2025 Proposed	
327-0000-31-3200	SPLOST VI Revenue	2,600,000	3,800,000	1,200,000
327-0000-33-1001	Grant Revenue - LMIG	-	200,000	200,000
327-0000-39-3000	Proceeds from GTIB Loan Phase III	-	3,500,000	3,500,000
	TOTAL REVENUES	\$ 2,600,000	\$ 7,500,000	\$ 4,900,000
327-1565-54-1300	Capital Outlay - City Hall	-	1,000,000	(1,000,000)
327-1565-54-1320	Capital Outlay - Amphitheater	-	1,000,000	(1,000,000)
327-4200-54-1410	Capital Outlay - Infrastructure	-	200,000	(200,000)
327-4200-54-1425	Capital Outlay - Hickory Springs Parkway		660,000	(660,000)
327-4200-54-1445	Capital Outlay - HS Pkwy Phase III	2,600,000	3,500,000	(900,000)
327-4224-54-1440	Capital Outlay - Hickory Road Sidewalk	-	500,000	(500,000)
327-4270-54-1400	Capital Outlay - Fox Creek/Turner Village	-	250,000	(250,000)
327-8000-58-1100	Debt Service-Principal GTIB	-	335,000	(335,000)
327-8000-58-2100	Debt Service-Interest GTIB	-	55,000	(55,000)
	TOTAL EXPENDITURES	\$ 2,600,000	\$ 7,500,000	\$ (4,900,000)

**City of Holly Springs
Fiscal Year 2025 Proposed Budget
Town Center Fund**

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
350-0000-39-1000	Transfers from DDA	300,000	500,000	200,000
350-0000-39-1000	Transfers from URA	15,000,000	7,500,000	(7,500,000)
	TOTAL REVENUES	\$ 15,300,000	\$ 8,000,000	\$ (7,300,000)
350-1565-52-1200	Professional Services	300,000	500,000	(200,000)
350-1565-54-1200	Capital Outlay - Site Improvements	5,000,000	500,000	4,500,000
350-1565-54-1300	Capital Outlay - City Hall	10,000,000	6,500,000	3,500,000
350-1565-54-1310	Capital Outlay - Parking Deck	-	500,000	(500,000)
	TOTAL EXPENDITURES	\$ 15,300,000	\$ 8,000,000	\$ 7,300,000

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Urban Redevelopment Agency

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
360-0000-13-4000	Fund Balance	15,000,000	7,500,000	(7,500,000)
	TOTAL REVENUES	\$ 15,000,000	\$ 7,500,000	\$ (7,500,000)
360-9000-61-1000	Transfers to Town Center Fund	15,000,000	7,500,000	7,500,000
	TOTAL EXPENSES	\$ 15,000,000	\$ 7,500,000	\$ 7,500,000

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Debt Service Fund

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
400-0000-13-4000	Fund Balance	585,566	-	(585,566)
400-0000-39-1000	Transfer from DDA	2,250,000	500,000	(1,750,000)
400-0000-39-1000	Transfer from Parks and Recreation	568,322	179,370	(388,952)
400-0000-39-1000	Transfers from TAD	446,112	654,475	208,363
400-0000-39-1000	Transfer from General Fund	-	2,455,550	2,455,550
	TOTAL REVENUES	\$ 3,850,000	\$ 3,789,395	\$ (60,605)
400-8000-57-9000	Contingency	19,440	-	19,440
400-8000-58-1100	Debt Service - Principal HSPRA 2016	336,978	344,764	(7,786)
400-8000-58-2100	Debt Service - Interest HSPRA 2016	21,757	13,972	7,785
400-8000-58-1100	Debt Service - Principal HSPRA 2023	128,000	128,000	-
400-8000-58-2100	Debt Service - Interest HSPRA 2023	81,586	75,650	5,936
400-8000-58-1100	Debt Service - Principal URA 2019	555,556	555,556	-
400-8000-58-1100	Debt Service - Principal URA 2020	230,770	230,770	-
400-8000-58-1100	Debt Service - Principal URA 2021	519,702	519,702	-
400-8000-58-1100	Debt Service - Principal URA 2023	790,000	830,000	(40,000)
400-8000-58-2100	Debt Service - Interest URA 2019	100,702	82,978	17,724
400-8000-58-2100	Debt Service - Interest URA 2020	62,026	56,355	5,671
400-8000-58-2100	Debt Service - Interest URA 2021	152,231	139,898	12,333
400-8000-58-2100	Debt Service - Interest URA 2023	851,250	811,750	39,500
	TOTAL EXPENDITURES	\$ 3,850,000	\$ 3,789,395	\$ 60,605

City of Holly Springs
Fiscal Year 2025 Proposed Budget
Stormwater Fund

Account Number	Description	Budgets		Variance
		FY 2024 Proposed	FY 2025 Proposed	
560-0000-34-4260	Stormwater Utility Fees	610,000	610,000	-
	TOTAL REVENUES	\$ 610,000	\$ 610,000	\$ -
560-4910-51-1100	Salaries & Wages	60,916	64,156	(3,240)
560-4910-51-1300	Overtime	-	500	(500)
560-4910-51-2100	Employee Benefits - Medical Insurance	36,278	40,466	(4,188)
560-4910-51-2110	Employee Benefits - Dental	1,133	1,436	(303)
560-4910-51-2150	Employee Benefits - ADD Life	147	147	-
560-4910-51-2125	Employee Benefits - Disability	485	507	(22)
560-4910-51-2200	FICA	3,777	4,009	(232)
560-4910-51-2300	Medicare	883	938	(55)
560-4910-51-2400	Employee Benefits - Retirement	4,995	4,707	288
560-4910-51-2600	Unemployment	46	46	-
560-4910-51-2700	Workers Comp Insurance	3,410	1,418	1,992
560-4910-52-1230	Professional Services Legal	1,000	500	500
560-4910-52-2100	Professional Services Engineering	100,000	100,000	-
560-4910-52-2150	Pest Control	500	1,000	(500)
560-4910-52-2200	Repairs & Maintenance	216,630	209,770	6,860
560-4910-52-2210	Repairs & Maintenance Vehicles	2,500	5,000	(2,500)
560-4910-52-2320	Rental of Equipment	1,000	1,000	-
560-4910-52-3200	Communications	1,000	1,000	-
560-4910-52-3600	Dues & Fees	5,000	6,000	(1,000)
560-4910-52-3700	Training	1,500	500	1,000
560-4910-52-3900	Other Expenditures	250	250	-
560-4910-53-1100	General Supplies and Materials	500	250	250
560-4910-53-1120	General Supplies - Postage	500	250	250
560-4910-53-1210	Water/Sewer	1,000	1,000	-
560-4910-53-1270	Gasoline & Diesel	5,000	6,000	(1,000)
560-4910-53-1600	Small Tools & Equipment	3,200	3,000	200
560-4910-53-1700	Office Supplies Uniforms	250	50	200
560-4910-56-1000	Depreciation	150,000	150,000	-
560-4910-57-9000	Contingency	6,100	6,100	-
560-8000-58-2200	Capital Lease Interest	2,000	-	2,000
	TOTAL EXPENSES	\$ 610,000	\$ 610,000	\$ -

AN ORDINANCE OF THE CITY OF HOLLY SPRINGS APPROVING APPROPRIATIONS FOR THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN (CIP) 2025-2029

WHEREAS, the Mayor and City Council of the City of Holly Springs have prepared a Five-Year Capital Improvement Plan (CIP) for fiscal years 2025-2029; and

WHEREAS, the Capital Improvement Plan provides guidance and direction to the City's capital project programming and budgeting process by identifying needed improvements to the capital facilities of the City as well as major actions to be undertaken by the City which include community and economic development initiatives or programs, major capital improvements or infrastructure expansions, regulatory measures or land development regulations over the next five years; and

WHEREAS, recommendations of the Capital Improvement Plan 2025-2029 for projects to be funded from sources anticipated, projected, or recommended have been updated to reflect current needs; and

WHEREAS, the specific funding recommendations of the Capital Improvement Plan 2025-2029 for projects to be funded from sources anticipated, projected, or recommended beyond 2025 are tentative and subject to further refinement; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Holly Springs, do hereby officially approve the City of Holly Springs Capital Improvement Plan 2025-2029, attached hereto as Exhibit "A" and incorporated herein by reference.

SO ORDAINED, THIS 18th DAY OF NOVEMBER 2024 BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA.

CITY OF HOLLY SPRINGS

Attest:

Steven W. Miller, Mayor

Karen Norred, City Clerk
(Seal)



**CITY OF HOLLY SPRINGS
CAPITAL IMPROVEMENT PLAN
FOR THE YEARS 2025 - 2029**

**City of Holly Springs
Capital Improvement Plan
For the Years 2025 - 2029**

Transportation Facilities, Improvements and Related Debt

Project	2025	2026	2027	2028	2029	Total
Cedar Valley Court	-	-	57,636	-	-	57,636
Cedar Valley Drive	-	-	57,636	-	-	57,636
Childers Road	38,940	-	-	-	-	38,940
Crestmont Lane	-	174,829	-	-	-	174,829
Cypress Court	-	-	42,266	-	-	42,266
Fox Creek Blvd	-	-	48,030	-	-	48,030
Fox Creek Crossing	-	-	57,636	-	-	57,636
Fox Creek Drive	-	-	24,976	-	-	24,976
Fox Creek/Turner Village Traffic Signal	250,000	-	-	-	-	250,000
Fox Overlook	-	-	5,764	-	-	5,764
Hickory Road Sidewalk Project (Fill in the Gaps)	500,000	-	-	-	-	500,000
Hickory Road Culvert/Grade Change Project	-	-	-	-	-	-
Hickory Springs Parkway (fka Industrial Connector)	660,000	506,300	506,300	-	-	1,672,600
Holly Commons Parkway	-	-	-	38,424	-	38,424
Holly Lane	-	140,248	-	-	-	140,248
Holly Springs Parkway (Home Depot to Kroger)	-	37,375	-	-	-	37,375
Holly Springs Parkway Sidewalk (Serenity)	-	-	-	-	-	-
Holly Springs Parkway Widening Project Ph II	-	-	-	-	-	-
Holly Springs Parkway Widening Project Ph III	3,500,000	1,500,000	1,500,000	-	-	6,500,000
Holly Street LCI Project	-	100,000	100,000	750,000	50,000	1,000,000
Indian Trail	-	28,818	-	-	-	28,818
Jacee Circle	25,000	-	-	-	-	25,000
Joel Court	-	19,212	-	-	-	19,212
Kimberly Place	96,060	-	-	-	-	96,060

**City of Holly Springs
Capital Improvement Plan
For the Years 2025 - 2029**

Transportation Facilities, Improvements and Related Debt (Continued)

Project	2025	2026	2027	2028	2029	Total
Laurel Lane	-	15,370	-	-	-	15,370
Longbow Court	-	38,424	-	-	-	38,424
Marabella Lane	-	-	-	57,636	-	57,636
Morgan Trace	-	96,060	-	-	-	96,060
Morgan Walk	-	30,739	-	-	-	30,739
Mountain Brook Court	-	-	-	32,660	-	32,660
Mountain Brook Drive	-	-	-	15,370	-	15,370
Old Holly Springs Road	-	38,424	-	-	-	38,424
Palm Street Improvement Project	-	-	500,000	1,000,000	500,000	2,000,000
Paper Trail Way	-	-	-	-	11,527	11,527
Peninsula Point	-	-	-	134,484	-	134,484
Rachel Drive	-	19,212	-	-	-	19,212
Red Coat Lane	-	-	24,976	-	-	24,976
Royal Crescent Court	-	-	-	-	7,685	7,685
Royal Crescent Terrace	-	-	-	-	76,848	76,848
Serena Lane	-	-	-	19,212	-	19,212
Sixes Road	-	-	-	-	461,088	461,088
Spring Place	-	15,370	-	-	-	15,370
Spring Trail	-	28,843	-	-	-	28,843
St. James Place	-	-	-	-	15,370	15,370
Sweetgum Circle	25,000	-	-	-	-	25,000
Wellstar Way	-	-	-	76,830	-	76,830
White Oak Court	-	-	-	9,606	-	9,606
White Oak Terrace	-	-	-	28,818	-	28,818
Other Transportation Improvement Projects	15,000	500,000	500,000	500,000	500,000	2,015,000
Debt Service	390,000	380,000	380,000	380,000	380,000	1,910,000
	<u>\$ 5,500,000</u>	<u>\$ 3,669,223</u>	<u>\$ 3,805,219</u>	<u>\$ 3,043,040</u>	<u>\$ 2,002,518</u>	<u>\$ 18,020,000</u>

**City of Holly Springs
Capital Improvement Plan
For the Years 2025 - 2029**

Public Safety Vehicles, Equipment and Related Debt

Project	2025	2026	2027	2028	2029	Total
Public Safety Equipment and Vehicles	-	250,000	250,000	250,000	250,000	1,000,000
	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 1,000,000</u>

General Government Buildings and Related Debt

Project	2025	2026	2027	2028	2029	Total
General Government Buildings	9,500,000	5,000,000	5,000,000	-	-	19,500,000
General Government Site Improvements	500,000	-	-	-	-	500,000
	<u>\$ 10,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,000,000</u>

Public Works and Fleet Vehicles and Equipment

Project	2025	2026	2027	2028	2029	Total
Public Works Equipment	-	25,000	25,000	25,000	25,000	100,000
	<u>\$ -</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>	<u>\$ 100,000</u>

Park and Recreation Facilities and Related Debt

Project	2025	2026	2027	2028	2029	Total
Parks - Site Improvements	-	-	551,320	551,320	551,312	1,653,952
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 551,320</u>	<u>\$ 551,320</u>	<u>\$ 551,312</u>	<u>\$ 1,653,952</u>

Total:	<u>\$ 15,500,000</u>	<u>\$ 8,944,223</u>	<u>\$ 9,631,539</u>	<u>\$ 3,869,360</u>	<u>\$ 2,828,830</u>	<u>\$ 40,773,952</u>
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ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Proposal # 242576.P0 between Geo-Hydro Engineers and the City of Holly Springs, Georgia to perform construction materials testing for the Holly Springs Parkway Widening Phase III project.

EXECUTIVE SUMMARY:

Proposal # 242576.P0 between Geo-Hydro Engineers and the City of Holly Springs, Georgia to perform construction materials testing for the Holly Springs Parkway Widening Phase III project, with a budgetary cost estimate of \$16,300. Services will be billed on a unit-rate basis in accordance with the attached Schedule of Fees.

FISCAL IMPACT:

Budgetary Cost Estimate of \$16,300.

ATTACHMENTS:

1. Proposal #242576.PO - Geo Hydro

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration

City of Holly Springs
C/O Mr. Mitch Green
BM&K Construction and Engineering
103 Mountain Brook Drive, Suite 112
Canton, GA 30112

October 28, 2024

**Proposal to Provide
Construction Materials Testing Special Inspections Services
Holly Springs Parkway - Phase 3
Holly Springs, Georgia
Geo-Hydro Proposal Number 242576.P0**

Dear Mr. Green:

Geo-Hydro Engineers appreciates the opportunity to provide you with this proposal to perform construction materials testing for the above referenced project. The following scope of work is based on our conversations and email correspondence.

We understand that widening of Holly Springs Parkway is currently in progress. The remaining widening construction consists of embankment, utility, and subgrade density testing, as well as concrete and asphalt testing.

SCOPE OF WORK

Subgrade Evaluations and Field Density Testing

We will obtain bulk samples of proposed fill or backfill soils and conduct laboratory testing to determine the standard or modified Proctor maximum dry density. We will perform requested field density testing of fill or backfill soils by conventional testing methods in accordance with ASTM D2937 and ASTM D6938.

The frequency of our testing will be dictated by the requirements of the project specifications. We will rely on the project superintendent to schedule our services.

Concrete Testing

Geo-Hydro's technicians will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will cast test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval.

Asphalt Testing

We will core the completed pavement base and binder courses to measure thickness, and perform density testing of the asphalt courses in accordance with GDT 39.

Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

Limitations of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

FEE

We have included a budgetary cost estimate for construction materials testing services. The per trip price for each task is summarized in the following table.

TASK	COST	ESTIMATED COST
Soil Sampling and Classification (1 Sample)	\$1,000 per sample	\$1,000.00
Embankment Density Testing (6 Trips)	\$500 per trip	\$3,000.00
Subgrade Testing (2 Trips)	\$400 per trip	\$800.00
GAB Density and Thickness Testing (2 Trips)	\$500 per trip	\$1,000.00
Concrete Testing (15 Trips)	\$600 per trip	\$9,000.00
Asphalt Core Testing (1 Trip)	\$1,500.00 per trip	\$1,500.00
	Total	\$16,300.00

There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for all of our services on a unit-rate basis in accordance with the attached Schedule of Fees.

No change orders will be issued for the scope of services within our cost breakdown. Change orders, if any, will only be requested for agreed upon additional scope items beyond what is anticipated in our cost breakdown. We have included a line item Schedule of Fees.

* * * * *

If this proposal is acceptable, please authorize our services by executing and returning the attached acceptance sheet. We look forward to working with you on this project. Please contact us if you have any questions.

Respectfully,

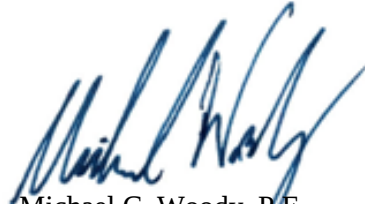
Geo-Hydro Engineers, Inc.



William D. Adams

Project Manager

wadams@geohydro.com



Michael C. Woody, P.E.

Kennesaw CMT Manager

mwoody@geohydro.com

WDA/MCW/242576.P0 Holly Springs Pkwy - Phase 3 Proposal

**Geotechnical Engineering
Construction Materials Testing, Special Inspections, and
NPDES Compliance Services
Schedule of Fees**

Holly Springs Parkway - Phase 3
Holly Springs, Georgia
Geo-Hydro Proposal Number 242576.P0

FIELD TESTING SERVICES

Soil, Concrete, and Miscellaneous Testing

Senior Engineering Technician, per hour \$ 75.00

NOTE: 3 hour minimum for technician services

Steel Testing

Structural Steel Inspector, per hour \$ 150.00

Skidmore-Wilhelm Bolt Tension Calibrator., per day \$ 100.00

Ultrasonic Flaw Detector, per day \$ 150.00

Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day..... \$ 200.00

Diamond Bit Usage, per inch diameter, per lineal inch..... \$ 3.00

Coring Technician, per hour \$ 85.00

Special Field Test Equipment

Floor Flatness Test Equipment, per day\$300.00

Windsor Probe, per shot\$ 50.00

Nuclear Density Gauge, per day\$100.00

Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....\$100.00

StructureScan Mini all-in-one high-resolution GPR, per day.....\$500.00

Thermal Imaging Camera, per day\$300.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day.....\$1,000.00

(Includes travel, operator, and report)

StructureScan Mini all-in-one high-resolution GPR, full day\$2,000.00

(Includes travel, operator, and report)

NPDES SERVICES

NPDES Inspection, per trip \$ 200.00

Monthly Monitoring Report, each \$ 200.00

Automatic Storm Water Sampler, per month \$ 300.00

Turbidity Analysis, each \$ 50.00

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour \$ 250.00

Senior Project Manager/Senior Registered Engineer, per hour..... \$ 200.00

Project Manager/Registered Engineer, per hour..... \$ 160.00

Special Inspection Professional, per hour \$ 115.00

Staff Professional, per hour \$ 115.00

Engineering Aide, per hour \$ 85.00

Administrative Assistant, per hour \$ 65.00

**Geotechnical Engineering
Construction Materials Testing, Special Inspections, and
NPDES Compliance Services
Schedule of Fees**

Holly Springs Parkway - Phase 3
Holly Springs, Georgia
Geo-Hydro Proposal Number 242576.P0

LABORATORY TESTING SERVICES

Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each.....	\$3,000.00
Proctor Compaction Tests (ASTM D558), each.....	\$ 300.00
Soil-Cement Specimens, Compressive Strength, per specimen	\$ 30.00

Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each	\$ 250.00
Modified (ASTM D-1557), each	\$ 300.00
Atterberg Limits (ASTM D-4318), each	\$ 150.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each	\$ 200.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each	\$ 200.00

Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder	\$ 25.00
Beams, Flexural Strength (ASTM C-78), each.....	\$ 30.00
Concrete Cores, Lab Preparation and Compressive Strength Testing, (ASTM C-42), each	\$ 75.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive Strength Testing (ASTM C-109), each.....	\$ 20.00
Masonry Grout Compressive Strength, Lab Preparation and Compressive Strength Testing, (ASTM C-1019), each	\$ 25.00
Masonry Prisms, Lab Preparation and Compressive Strength Testing, (ASTM C 1314), each.....	\$ 200.00
Concrete Masonry Unit (CMU) Lab Preparation and Compressive Strength Testing, (ASTM C 140), each	\$ 200.00

Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....	\$ 350.00
Core Density and Thickness Determination, each.....	\$ 45.00
For cores which require splitting add, each	\$ 15.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 300.00

MISCELLANEOUS

Mileage, per mile.....	\$ 0.75
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

CLIENT CONTRACT (Signature Page)

PROJECT NAME: Holly Springs Parkway – Phase 3

PROJECT LOCATION: Holly Springs, Georgia

PROPOSAL NUMBER: 242576.P0 **DATE:** October 28, 2024

This document memorializes the contractual understanding and agreement by and between Geo-Hydro Engineers, Inc. (**Geo-Hydro**) and the party as identified and defined below as “**Client**.” Its content, along with the content of: (i) Client Terms & Conditions of Service issued and approved by Geo-Hydro, (ii) that certain proposal document involving the Project Name and Project Location identified above and with a Proposal Number and Proposal Date as identified above (the “**Proposal**”), and (iii) that and/or certain statement of work/s (**SOW**), project document/s, instruction document/s, and/or task order/s (each a “**Project Doc**”) as are accepted and approved in writing by Geo-Hydro, constitute and comprise the terms, conditions and rights of the contractual agreement (“**Contract**”) by and between Geo-Hydro and Client for the service project with the Project Name, Project Location, Proposal Number and Proposal Date as identified above (the “**Project**”), such Project Doc/s being the unique Contract for the Project.

By signing below, each party, acknowledges and agrees to the incorporation and applicability of, and to be bound by, this document, the Client Terms & Conditions of Service document, the Proposal, and each applicable Project Doc as the Contract for the Project. The “**Signature Date**” of this document is: .

GEO-HYDRO ENGINEERS, INC.
(“Geo-Hydro”)

Signature of Authorized Geo-Hydro Agent

Agent Printed Name

Agent Title

Client Name (“Client”)

Signature of Authorized Agent

Agent Printed Name

Agent Title

Client is to complete and provide following information:

Billing Entity Name _____

Individual to Receive Invoices _____

Email address _____ Phone No. _____

Street Address _____

City, State, Zip Code: _____

TERMS & CONDITIONS OF SERVICE

A. CONTRACT

The provisions of this Terms & Conditions of Service document are incorporated as a part of that Client Contract (“**signature page**”) document as well as that certain proposal document as identified on the signature page (the “**Proposal**”) and/or that or those certain statement of work/s (**SOW**), project document/s and/or task order/s (each as “**Project Doc**”) executed, accepted, and approved by Geo-Hydro Engineers, Inc. (**Geo-Hydro**) for each Geo-Hydro client Project. This document and all Project Docs that reference a unique Geo-Hydro client Project constitute and comprise a separate contractual agreement (“**Contract**”) by and between Geo-Hydro and the other party Client to a Client Contract (signature page) document and such Project Docs.

B. GEO-HYDRO SERVICES

In consideration of Client: (i) paying Geo-Hydro in full all amounts due, (ii) providing Geo-Hydro and its representatives with access and information as they require, and (iii) complying otherwise with the terms and conditions of the Contract, and subject to the qualifications and limitations otherwise stated in this Contract, Geo-Hydro shall use commercially reasonable efforts to provide to Client the services (“**Services**”) and deliverables (“**Deliverables**”) as expressly set forth in the Proposal and each other applicable Project Doc that is in a writing executed by Geo-Hydro and Client so as to become a part of this Contract. Except to the extent otherwise expressly written as a part of the Contract, Services and Deliverables shall be provided in accordance with, and to, the standards established and determined by Geo-Hydro “Standard of Care” and shall not be required to exceed normal industry standards and specifications for the locale of the associated Geo-Hydro project for Client per the Contract. Nothing in this Contract limits or prevents Geo-Hydro from providing the same or similar services and/or deliverables to others. Geo-Hydro does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Geo-Hydro’s performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Geo-Hydro is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Geo-Hydro’s recommendations or instructions.

C. FREEDOM TO REPORT.

It is contemplated that, during the course of its engagement, Geo-Hydro may be required to report on the past or current performance of others engaged, or being considered for engagement, directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, threaten, initiate, and/or bring claims, including (without limitation) for libel, slander and/or defamation, against Geo-Hydro and its present or former principals, officers, shareholders, directors, agents, representatives, subcontractors, successors, insurers, and attorneys (the “**Geo-Hydro Representatives**”). To help create an atmosphere in which Geo-Hydro’s personnel feel free to express themselves candidly, Client agrees: (1) to waive any claim against the Geo-Hydro Representatives, and (2) to defend, indemnify, and hold harmless Geo-Hydro Representatives from any threat or actual claim for injury, damage, breach, failure, liability, damage, fine, penalty, cost, expense, and/or loss (collectively such individually being a

“**Claim**” and collectively “**Claims**”) arising from or related to the Contract, its subject matter, the Project, the content of the Reports, and/or the professional opinions rendered by Geo-Hydro Representatives. Client further agrees to compensate Geo-Hydro Representatives for any time spent, or expenses incurred, by Geo-Hydro Representatives in defense of any such Claim, with compensation to be paid in accordance with Geo-Hydro prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Geo-Hydro may be required by local, state, and/or federal statute and/or regulations to report the discovery of conditions, occurrence of events, and/or existence of hazardous materials, and Client authorizes Geo-Hydro to do so as Geo-Hydro deems to be required or otherwise appropriate notwithstanding any confidentiality obligation or other restriction or limitation as may apply. Client waives any cause of action, claim, suit, or demand associated with Geo-Hydro’s compliance with its duties to report as required by local, state, and/or federal laws and regulations, and Client shall defend, indemnify, and hold harmless Geo-Hydro Representatives for any failure on the part of Client or its representatives breach any duty or obligation to report as required by local, state, and/or federal laws and regulations and for any inaccuracy and/or omissions from reports filed that is attributable to the information, data, and access that Client made available to Geo-Hydro Representatives.

D. ACCESS, ENTRY & SAFETY

Client shall, among other things: (a) provide Geo-Hydro, and its representatives and equipment, with access to Client’s properties, sites, facilities, equipment, and/or systems (collectives, “**Sites**”) as may reasonably be required for the purposes of Geo-Hydro performing the Services and producing the Deliverables; (b) respond promptly to any Geo-Hydro request for information, materials and/or approvals, and timely obtain, provide and make available the same to Geo-Hydro and/or its designees, as Geo-Hydro requires to perform its obligations pursuant to this Contract. Additionally, Client agrees that in accordance with applicable laws, ordinances, and generally accepted construction practice, it will be solely and completely responsible for working conditions at, on and near Sites, which obligations includes (without limitation) compliance with OSHA regulations and safety otherwise of all persons and property. These requirements will apply continuously and are not limited to normal working hours. Any monitoring and/or reporting of procedures conducted by Geo-Hydro does not include review of the adequacy of the safety measures at, in, on, adjacent to, or near the Site.

(i) ENTRY.

As a result of Geo-Hydro, and its representatives and equipment, accessing, entering and/or performing Services at or on a Site, damage may occur. Geo-Hydro will use commercially reasonable efforts to endeavor to minimize damage to a Site; with Client acknowledging that the vary nature of the Services and Deliverable are expected to cause damages and agreeing that Geo-Hydro is not under any duty or responsibility whatsoever to restore the Site to its condition prior to performance of the Services or provision of the Deliverables. Unless otherwise expressly stated in a Project Doc, Geo-Hydro’s scope of Service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client further agrees to waive any Claim against Geo-Hydro Representatives, and to hold harmless, indemnify, and defend Geo-Hydro Representatives, for any Claim alleging injury or damage as a consequence of unfilled exploration holes on the Site or any other disturbance to natural conditions of or any improvements on the Site. Should any costs of restoration be determined to apply to Geo-Hydro, then the amount

deemed to be due shall be added to the compensation Client is to pay Geo-Hydro using such price and terms as determined by Geo-Hydro.

(ii) FIELD MONITORING AND TESTING.

Whenever Geo-Hydro's personnel make on-site observations of materials and/or services provided by the Client or a contractor engaged by Client (the "**Contractor**"), Client agrees that Geo-Hydro is not responsible for the Client's or Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Geo-Hydro shall not relieve the Contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Geo-Hydro to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that Geo-Hydro personnel are observing placement of all materials or that Geo-Hydro assumes any responsibility or liability for placing or directing placement of materials and Client shall indemnify Geo-Hydro for Claims relating to, or arising from, the placing or directing of the placement of, materials.

E. PAYMENTS

Client agrees to pay Geo-Hydro in full all amounts due on or before their due date, including (without limitation) those due for any Service or Deliverable. Time is of the essence regarding such payment of Geo-Hydro. Client shall be responsible for all sales, use, and excise taxes, as well as any other similar taxes, duties, and charges of any kind, imposed by any federal, state, or local governmental entity on the Contract, Services, Deliverables and/or amounts payable by Client to Geo-Hydro hereunder. Client's obligation to pay Geo-Hydro is not dependent upon Client's ability to obtain financing or the receipt of any approval of any governmental, regulatory agency, zoning board or other party or upon Client's successful completion of the Project. Geo-Hydro reserves the right to submit progress invoices to Client on a bi-monthly, monthly or milestone basis and a final invoice upon completion of Geo-Hydro's work. Each invoice is due and payable to Geo-Hydro, by Client, immediately upon presentation. All amounts due to Geo-Hydro and not paid within thirty (30) days of invoice presentation shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law if such is less than 18%) until paid in full.

In addition to the amounts otherwise due per this Contract, and the interest due for past due amounts, Client shall pay Geo-Hydro for all Costs (as defined below) relating to a Legal Matter (as defined below) involving Client and Geo-Hydro. "Costs" are all amounts Geo-Hydro incurs to enforce its rights or Client's obligations as well as to defend its rights and itself from Claims made by Client or third parties, including (without limitation) the cost to Geo-Hydro for legal counsel, third-party collection agencies, and time spent by Geo-Hydro employees. "Legal Matters" are all actions taken that involve a contractual, tortious, fiduciary, or statutory subject matter, including (without limitation) demand letters, securitization of debts, lawsuits, administrative filings, arbitration, mediation, and/or other forms of judicial or administrative recourse or dispute resolution proceeding.

F. REPRESENTATIONS, WARRANTIES & DISCLAIMER.

Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Contract will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. In the event that there is to be a some entity other than the Client that is to be billed by, and is to pay, Geo-Hydro (such other party being the "**Billing Entity**"), Client represents, warrants and covenants that: (i) it has a legally binding, express commitment in writing from such Billing Entity to accept and pay (as and when due) all amounts owed Geo-Hydro per the Contracts, and (ii) it guarantees the payment obligations of the Billing Entity and will immediately pay whatever amounts not fully paid to Geo-Hydro by the Billing Entity as due upon being given notice by Geo-Hydro that it has not received payment in full from the Billing Entity for the amounts due but not paid by the Billing Entity. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEO-HYDRO: (1) DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE EXISTING WITH REGARD TO THIS CONTRACT OR ITS SUBJECT MATTER, AND (2) MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS CONTRACT AND WITH RESPECT TO GEO-HYDRO'S ACTIONS, OMISSIONS, REPORTS, FINDINGS, OPINIONS, COMMUNICATIONS, DELIVERABLES, AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

G. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Geo-Hydro cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Geo-Hydro, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Geo-Hydro.

Client acknowledges and agrees that Geo-Hydro has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Geo-Hydro's sole role is to provide a service intended to benefit Client and that Geo-Hydro is performing no function at or association with the site that would classify Geo-Hydro as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SURVEYING, SAMPLING & TESTING.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Geo-Hydro's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. Geo-Hydro may employ sampling procedures during the course of the Project, with Client acknowledging that such procedures indicate actual conditions only at the precise locations and elevations from which samples were

taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Geo-Hydro shall make certain inferences based on the results of sampling and any related testing to form its opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Geo-Hydro cannot, and does not, guarantee the existence or absence of conditions which it may infer to exist.

(ii) **CONDITIONS & HAZARDOUS SUBSTANCES.**

Client agrees to advise Geo-Hydro, in writing, of any hazardous substances on or near the site prior to Geo-Hydro coming onto the site; provided, however, if the hazardous conditions arise after Geo-Hydro is engaged, then such notice shall be within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Geo-Hydro agrees to contain such materials in a manner approved by Geo-Hydro both during and at the completion of Geo-Hydro's field activities. Client understands and agrees that Client, and not Geo-Hydro, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Geo-Hydro's exploratory activities.

(iii) **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.**

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Geo-Hydro to take immediate measures to protect human health, safety, or the environment. Geo-Hydro agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Geo-Hydro to take any and all measures that in Geo-Hydro's professional opinion are justified to preserve and protect the health and safety of Geo-Hydro's personnel, and Client agrees to compensate Geo-Hydro for the additional cost of such work. In addition, Client waives any Claim against Geo-Hydro, and agrees to indemnify, defend, and hold Geo-Hydro harmless from any Claim arising from Geo-Hydro's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

H. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Geo-Hydro will perform on Client's behalf, Client hereby waives any Claim against Geo-Hydro, its officers, employees, subcontractors and other representatives ("*Geo-Hydro Indemnitees*"), and agrees to defend, indemnify and hold Geo-Hydro Indemnitees harmless from any Claim that may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Geo-Hydro for any time spent or expenses incurred by Geo-Hydro in defense of such Claim, including, but not limited to, any attorneys' fees and expenses incurred by Geo-Hydro, in accordance with Geo-Hydro's prevailing fee schedule and expense reimbursement policy.

I. SAMPLES, DATA AND RECORDS.

Geo-Hydro shall be the sole owner of any and all data gathered by Geo-Hydro or its representative or reports prepared by Geo-Hydro. No entity or individual, other than Geo-Hydro, its representatives, or Client, may use or rely upon any data collected by Geo-Hydro or reports prepared by Geo-Hydro. Except as expressly set forth in this Contract, Geo-Hydro and Client do not intend the benefits of this Contract, including, but not limited to, the samples, data, and records created by Geo-Hydro, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either Geo-Hydro or Client.

Routine test specimens will be discarded immediately upon completion of tests. Geo-Hydro shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Geo-Hydro's report to Client. If Client requests a longer period of storage, Geo-Hydro will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Geo-Hydro for at least three (3) years following completion of Geo-Hydro's services.

J. TERMINATION.

Either party may terminate this Contract, or any Project Doc, either: (i) for convenience upon thirty (30) days prior written notice to the other party, or (ii) for cause upon the failure of the other party to cure any material breach of this Contract by it within fifteen (15) days of receiving notice of said breach. Additionally, Geo-Hydro may suspend Services, stop Deliverables, and is to have its obligations per the Contract and each applicable Project Doc deferred and adjusted as such are impacted by the suspension and stop, without liability or consequence to Client or any third party in the event that Client fails to cure any breach of this Contract within three (3) days of knowing of such breach.

Upon termination, (1) all Project Docs for the Contract also terminate, (2) Client shall immediately pay Geo-Hydro in full for all amounts due or are to come due as a result of termination, and (3) Geo-Hydro's obligation to perform further Services or complete and provide Deliverables under this Contract end immediately.

Notwithstanding, in the event that Client requests termination and such request is prior to the completion of Geo-Hydro's work, Geo-Hydro reserves the right to complete such analysis and records as are necessary to place Geo-Hydro's files in order and to complete a report on the work performed to date, with Client to pay Geo-Hydro for such additional work Geo-Hydro's then-current hourly rates. Additionally,

Client acknowledges and agrees that the amount of damages that Geo-Hydro will sustain in the event Client terminates this Contract prior to Geo-Hydro's completion of its work required by the proposal and this Contract will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Contract prior to Geo-Hydro's completion of the work required by the proposal and this Contract, Client shall be liable to Geo-Hydro for liquidated damages in the amount equal to thirty-five percent (35%) of all charges incurred as of the date of Client's termination of the Contract (the "**Liquidated Damages**"). Client acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Geo-Hydro.

K. INSURANCE.

Upon notice from a party to this Contract to the other party, the receiving Party will furnish, or have on file with the other party, Certificates of Insurance indicating the applicable insurance coverage and limits as may have in place that pertain to the Contract, its subject matter, and/or the Project.

Should Client and/or other entities require to be provided additional insured status on Geo-Hydro's General Liability Insurance, Auto Liability Insurance, and/or Umbrella/Excess insurance, those entities must be listed below at the time of signing of the contract:

Additional Insured Entities:

L. INDEMNIFICATION.

Client shall indemnify and hold harmless Geo-Hydro and its officers, directors, agents, and employees from any and all Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs, resulting from, relating to, or arising out of the following: (i) subsurface conditions, damage to subsurface structures, whether owned by Client or any third party, the presence or location of which were not revealed to Geo-Hydro by Client in writing at least 7 days prior to the commencement of Geo-Hydro's performance; (ii) any alleged cross-contamination caused by Geo-Hydro's sampling; (iii) unanticipated hazardous materials discovered during the course of Geo-Hydro's work; (iv) any damage to Geo-Hydro's equipment or personnel as a result of actions engaged in by the Contractor.

M. CONFIDENTIALITY.

All non-public, confidential or proprietary information of either party ("**Confidential Information**"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Contract is confidential, solely for use in performing this Contract and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Contract; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information. Additionally, the obligations and restrictions applicable to Confidential Information hereunder shall not apply in such instances where disclosure or use is required under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, which includes (without limitation) the use and disclosure of Confidential Information to provide notices required by law, regulation or ordinance or when complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Geo-Hydro to defend itself from any legal action or claim. Either party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Contract, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of (or any accounting to) the other party. When referencing this arrangements and subject matters of the Contract.

The Receiving Party shall be responsible for any breach of this Section caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Contract, and at any time during or after the term of this Contract at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all originals and copies, whether in written, digital or other form, the Disclosing Party's Confidential Information; provided, however, a Receiving Party may retain a copy of the Disclosing Party's Confidential Information (and non-confidential information and materials) to the extent, and it may require, to comply with applicable law, regulation, ordinance or order and to perform its obligations and assert its rights as may arise from or relate to this Contract and its subject matter. Each party's obligations under this Section survive termination or expiration of this Contract.

N. NO THIRD PARTY BENEFICIARIES.

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, which includes (without limitation) the Billing Entity, any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of, this Contract. In the event that any third party, including (without limitation) the Billing Entity, makes any Claim against Geo-Hydro Indemnitees, Client shall defend, indemnify and hold harmless each of the Geo-Hydro Indemnities with regard to such Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs involving the Claims.

O. GOVERNING LAW; VENUE.

This Contract is to be governed by, and construed according to, the laws of the state in the USA where the Geo-Hydro project is located for which the services and deliverables are to be performed and provided, without reference to its conflicts-of-law rules of such state. Venue for any legal actions, claims, and/or disputes arising from the Contract or its subject matter, shall be in the state and superior courts

of Cobb County, Georgia and the Federal Courts for the Northern District of Georgia, Atlanta division.

Should a dispute arise,

(1) Geo-Hydro may elect to suspend its performance of this Contract without liability or consequence pending final resolution of any request for relief, cure, claim, appeal, modification, dispute, or action arising from this Contract, with all dates and deadlines per the Contract being tolled for the period that the Contract is suspended plus such number of additional days as Geo-Hydro determines it will reasonably require as a result of the suspension.

(2) Either party may request that each party have an authorized representative(s) conference or meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Within three (3) days prior to such conference or meeting between the representatives, the parties will exchange relevant information that will assist the parties to discuss resolving their dispute.

(3) If within fifteen (15) days, or such other period as both parties expressly agree upon in writing, after the meeting of authorized representatives the parties have not resolved the dispute on terms satisfactory to both parties, the parties shall submit within thirty (30) days of such period expiring the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules, with such rules to govern the mediation. Venue for such mediation shall be in Cobb County, GA at the law offices of Geo-Hydro.

(4) In the event that the parties do not resolve the dispute at mediation and such resolution is not memorialized in a writing executed by both parties, then either party may initiate litigation with regard to the dispute in the Contract's designated Venue

P. SEVERANCE; SURVIVAL.

If any provision of this Contract is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Contract will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Contract a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Q. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Contract (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission)

or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

R. FORCE MAJEURE.

Except for any obligations to make payments to the other party hereunder, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by, or results from, events outside of the party's reasonable control ("**Force Majeure Events**"), including but not limited to: (a) acts of God; (b) flood, rain, water, fire, smoke, earthquake, hurricane, storm, wind, tornado or some form of other natural event or disaster; (c) war, invasion, explosions, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or other form of healthcare concern or hazardous condition; and (i) shortage of adequate power or transportation facilities. The affected party shall resume performance under this Contract as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

S. INTELLECTUAL PROPERTY.

All reports, documents and other materials prepared or furnished by Geo-Hydro pursuant to the Contract are instruments of Geo-Hydro's Services, with Geo-Hydro exclusively retaining ownership and all property interest therein as well as exclusive ownership in, under and to all Intellectual Property Rights in the same as well as in all data, know-how, methodologies, software, and other materials provided by or used by Geo-Hydro in performing the Services and developed or acquired by the Geo-Hydro prior to, as a result of, or after the Contract (collectively, "**Geo-Hydro Materials**"). Upon payment in full for the Services rendered and Deliverables prepared or provided, Geo-Hydro grants Client a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use, display, reproduce, such Geo-Hydro Materials to the extent incorporated in, or otherwise necessary for, the use of the Deliverables for their intended purpose with the Project. All other rights in and to the Geo-Hydro Materials are expressly reserved by Geo-Hydro. For the purposes of this Contract, "**Intellectual property Rights**" mean any and all rights in, to and under copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names and other forms of intellectual property rights, together with all of the goodwill associated therewith, derivative works and all other rights. Reuse, misuse, unintended use, distribution or modification of any such Geo-Hydro Materials by Client, without Geo-Hydro's express, prior, written permission, is at Client's sole risk, with Client to indemnify, defend and hold harmless the Geo-Hydro Indemnities from all Claims, including (without limitation) attorneys' fees and legal costs, arising out of such reuse, misuses, unintended use, distribution or modification by Client or by others acting through Client.

T. LIMITATION & EXCLUSIONS OF LIABILITY.

GEO-HYDRO SERVICES AND DELIVERABLES PER THE CONTRACT ARE EXCLUSIVELY PROVIDED ONLY TO, AND FOR THE BENEFIT OF, CLIENT AND MAY NOT BE RELIED UPON, OR ENFORCED BY, ANY OTHER PARTY. GEO-HYDRO SHALL NOT BE LIABLE TO CLIENT, OR ANY OTHER PARTY,

FOR ANY INJURIES OR DAMAGES THAT MAY OCCUR FOR GEO-HYDRO'S NOT PERFORMING SERVICES THAT WERE NOT EXPRESSLY INCLUDED IN THE PROPOSAL OR PROJECT DOCS PARTICULAR TO THE CONTRACT. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, AND/OR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL GEO-HYDRO BE LIABLE TO THE CLIENT FOR: (A) ANY LOSS OF USE, DATA, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE GREATER OF: (I) AN AGGREGATE OF \$50,000.00, AND (II) THE AMOUNT OF THE TOTAL FEE PAID TO GEO-HYDRO IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

U. INDEPENDENT CONTRACTORS.

The parties are independent contractors, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

V. SIGNATURES.

By having executed the signature page associated with this document, or by having executed any Project Doc that expressly references and incorporates this document as part of a Contract, this document, and the Proposal and any applicable written, executed Project Docs that reference this document, constitutes the entire, and fully integrated, Contract by and between Client and Geo-Hydro regarding its subject matter, and it supersedes all other prior and contemporaneous negotiations, representations, arrangements, agreements, and understandings, whether written or oral with regard to such subject matter except to the extent otherwise expressly noted in this Contract. This Contract may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Contract and specifies the amendment made. No waiver of any breach of this Contract shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Contract binds, and the benefits hereunder inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns. The parties hereto have executed this Contract as of the dates shown below, and it may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia for animal control and impoundment services with an amendment to include Honorable Jack "Trey" Goodwin III as the Chief Magistrate to execute the document.

EXECUTIVE SUMMARY:

Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia for animal control and impoundment services with an amendment to include Honorable Jack "Trey" Goodwin III as the Chief Magistrate to execute the document.

FISCAL IMPACT:

ATTACHMENTS:

1. 2024-10-28 - Municipal Agreement - Animal Control - Mag. Updated

RECOMMENDATION:

The staff recommendation is approval of the agreement amendment.

CONCURRENCES:

Finance and Administration

**MUNICIPAL SERVICES AGREEMENT BETWEEN
CHEROKEE COUNTY, GEORGIA AND CITY OF HOLLY SPRINGS, GEORGIA**

WHEREAS, the City of Holly Springs, Georgia (hereafter referred to as “the City”) is desirous of procuring certain animal control ordinance and impoundment services from Cherokee County, Georgia (hereafter referred to as “the County”); and

WHEREAS, the County is willing to perform such services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties hereto are authorized to enter into this Municipal Services Agreement (“the Agreement”) by the authority prescribed by the Georgia Constitution, Article IX, Section III, Paragraph I and by O.C.G.A. § 15-10-150, *et seq.*

NOW, THEREFORE, it is agreed as follows:

Section 1: SCOPE OF SERVICES

- (a) The County agrees, through the County Marshal’s Office, to provide services, as described below, regarding 1) municipal animal control ordinance enforcement, and 2) impoundment of domesticated animals (i.e., dogs, pot belly pigs, horses, cats) and feral canines and felines (“Animals” or “Animal” in the singular). The County may, in its sole discretion, provide the impoundment services described herein regarding animals other than domesticated animals and feral canines and felines upon request by the City, and any such specific animal shall be deemed an Animal as defined in this subsection (a).
- (b) All communications (email, letter, or text) by the City to the County contemplated by this Section 1 shall be performed by the City Chief of Police or his/her designee (collectively, the “Chief”) as identified in writing to the County Chief Marshal, or his/her designee (collectively, the “Marshal”) as identified in writing.
- (c) The County Marshal’s Office shall investigate alleged municipal animal control ordinance violations in accordance with paragraph 2(e) of this agreement. Should the Marshal determine that municipal animal control ordinance violations have occurred, citations for all such violations may be issued by the Marshal pursuant to the policies of the agency.
- (d) The County Marshal’s Office, upon forming an independent and final conclusion that an Animal should, and may lawfully, be impounded, shall proceed with impoundment of such animal.
- (e) The Cherokee County Emergency Communications Call Center (E911) shall dispatch Marshal’s Office staff, along with local police, to the identified location to secure the identified Animal and transport the Animal to the County Animal Shelter located at 1015 Univeter Road, Canton, GA 30115 (the “Shelter”). The County shall not be required to transport any Animal to any location other than the Shelter under this Agreement, provided that the County may, in its sole discretion, transport an Animal to an alternate location.

- (f) Any Animal transported to the Shelter pursuant to this agreement shall remain at the Shelter in accordance with County policy, until the County, in its sole discretion, makes a determination to either: 1) euthanize the Animal; 2) release the Animal to an authorized reputable foster or rescue group; or 3) release the Animal to an individual identified by name, age, gender, and personal description in the written, signed instruction.
- (g) The County agrees, as authorized by O.C.G.A. §§ 15-10-150 and 15-10-151, to provide municipal court services to the City for adjudication of municipal animal control ordinance violations through the officers, employees, and facilities of the Magistrate Court of the County for the duration of the term of office of the sitting Chief Magistrate Judge of Cherokee County. Specifically, the County agrees that the Magistrate Court shall provide such services to the City for the following:
 - (1) Violations of Chapter 14, Article II (“Animal Control Generally”) of the Code of Ordinances of Holly Springs, Georgia, as adopted on September 21, 2017 and subsequently amended; and
 - (2) Hearings necessary for the implementation of Chapter 14, Article III (“Dangerous Dog Control”) of the Code of Ordinances of Holly Springs, Georgia, as adopted on September 21, 2017 and subsequently amended.
- (h) Pursuant to O.C.G.A. § 15-10-152, the judges of the County Magistrate Court shall have full authority under this agreement to act as judges of the Municipal Court of the City; and the other officers and personnel of the Magistrate Court shall have full authority to act as officers and personnel of the Municipal Court.
- (i) Pursuant to O.C.G.A. § 15-10-153, when acting as officers of the Municipal Court under this agreement, all judges and other officers of the Magistrate Court shall be styled as judges and officers of the Municipal Court; and all pleadings, process, and papers of the Municipal Court shall be styled as such and not as pleadings, process, and papers of the Magistrate Court. The dockets and other records of the Municipal Court shall be kept separately from those of the Magistrate Court.
- (j) In accordance with Section 2, paragraph (c) of this agreement, the County Commission Chairman and Board of Commissioners hereby appoint the Solicitor-General of Cherokee County to prosecute municipal animal control violations in the Magistrate Court as authorized herein. This appointment is irrevocable and absolute, and shall terminate only:
 - (1) Upon the expiration of this agreement in accordance with Section 1, paragraph (g) of this agreement;
 - (2) Upon the expiration of this agreement in accordance with Section 5 of this agreement; or
 - (3) Upon termination of this agreement by either the City or the County in accordance with Section 6 of this agreement.
- (k) Should the County update or amend any existing County ordinances regarding animal welfare that affect or materially alter this agreement, including but not limited to those contained in Chapter 10 of the Code of Ordinances, Cherokee County, Georgia, the County shall notify the City in accordance with Section 8, paragraph (f) of this agreement.
- (l) The County shall have no responsibilities or obligations under this Agreement except as set forth herein. Specifically, but not exhaustively, the County shall have no

responsibility or obligation regarding: 1) pursuing an animal outside of the corporate limits of the City; 2) pursuing undomesticated animals (i.e., bears, coyote, wolves, bobcats or other undomesticated felines); or 3) enforcing any municipal laws, ordinances, or regulations unless mutually agreed to in writing by the Chairman and Board of Commissioners and the Mayor and City Council.

Section 2: OBLIGATIONS OF THE CITY

The City agrees to provide the following to the County:

- (a) Allow the County to use County Marshal's Office staff, equipment, facilities and processes in the course of fulfilling its obligations under this Agreement.
- (b) Upon the signing of this Agreement, the City agrees and confirms that its municipal animal control ordinances have been amended and correspond uniformly with the current County ordinances regarding animal welfare (See Chapter 10, Code of Ordinances, Cherokee County, Georgia). The City agrees to continue to ensure that its animal control ordinances remain in such uniformity and conformity with said County animal welfare ordinances by amending them as necessary on an ongoing basis. It shall be the City's duty and responsibility to ensure that its animal control ordinances are not amended or updated without notifying and/or consulting with the County.
- (c) The City hereby delegates full, exclusive, and unfettered authority to the County Commission Chairman and Board of Commissioners to appoint a prosecuting attorney to prosecute municipal animal control violations in the County Magistrate Court as authorized herein.
- (d) Allow the county to collect all fines, fees, donations, restitution, or any revenue resulting from services provided under this agreement.
- (e) The City Police Department agrees to respond to all incidents within the corporate limits of the City involving an Animal, and to support any investigation undertaken by the County Marshal's Office as may be necessary.
- (f) The City agrees to provide City Police Officer testimony in Court.
- (g) Allow municipal animal control ordinance violations to be prosecuted and adjudicated in the County Magistrate Court or the County State Court, as outlined in Section 1 of this agreement.

Section 3: INDEPENDENT STATUS

Under no circumstances shall the County, its appointed and elected officials, representatives, employees, associates, subcontractors, successors or assigns (collectively referred to as the "County Parties") be deemed employees, agents, partners, successors, assigns, or legal representatives of the City, except as specifically required herein.

Section 4: RENEGOTIATIONS

If any action is taken or request made by the City that materially increases the cost to the County of providing the services required under this Agreement, the City and the County agree to negotiate

in good faith the amount of additional compensation that will be paid by the City as a result of said increase in cost.

Section 5: EFFECTIVE DATE

This Agreement shall become effective on _____ and shall continue in full force and effect until **June 30, 2028**. Unless terminated as provided in Section 1, paragraph (g) or Section 6 herein, this Agreement shall be automatically renewed from year to year for successive one-year periods thereafter for up to four (4) additional one-year periods.

Section 6: TERMINATION

This Agreement may be terminated by either party for convenience by giving at least ninety (90) days' prior written notification of such intention to terminate to the other party. Should either the City or the County be in default hereunder, the non-defaulting party shall give written notice of such default; and should such default not be corrected within thirty (30) days after the mailing of notice thereof, this Agreement may be terminated by the non-defaulting party by giving written notice thereof.

Section 7: LIABILITY

The City and County agree that the City does not intend, and shall not be construed to have, assumed liability for negligent actions taken or omissions made by personnel employed by the County pursuant to this Agreement and the City Ordinance within the corporate limits of the City. Any loss or damage sustained as a result of the act of negligence or omission of an employee of the County shall be borne solely by such employee or the County. Under no circumstances shall any County employee acting pursuant to this agreement as 1) an Animal Control Officer, 2) an officer and/or personnel of the Municipal Court; or 3) a municipal prosecutor be considered to be the employee of the City.

Section 8: GENERAL PROVISIONS

- (a) This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of this state.
- (b) This Agreement expresses the entire understanding of the parties and all agreements between the parties hereto with respect to the matters set forth herein.
- (c) All agreements, covenants, certifications, representations, and warranties of the parties hereunder in connection with this transaction contemplated hereby shall survive the execution and delivery hereof regardless of any investigation and other action taken by the other person relying thereon.
- (d) This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- (e) This Agreement may be amended, supplemented or otherwise modified solely by a document in writing, duly executed and delivered by the City and the County. No waiver, release or similar modification of this Agreement shall be established by

- conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.
- (f) Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, or other communication hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed if mailed by certified mail/return receipt requested and postage prepaid to the City and/or the County at the addresses shown below and at such other addresses as may be furnished by the City and the County in writing from time to time.

For City:

Mayor, City of Holly Springs P.O. Box 990 Holly Springs, Georgia 30142	and	City Manager, City of Holly Springs P.O. Box 90 Holly Springs, Georgia 30142
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For County:

Chairman, Cherokee County 1130 Bluffs Parkway Canton, Georgia 30114	and	County Manager, Cherokee County 1130 Bluffs Parkway Canton, Georgia 30114
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- (g) The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party.
- (h) Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- (i) This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (j) The brief capitalized and/or underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- (k) No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.
- (l) Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction

that an instrument is to be construed more strictly against the party who prepared the same.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

ON BEHALF OF CHEROKEE COUNTY:

ATTEST:

HARRY B. JOHNSTON
Chairman

CHRISTY BLACK,
County Clerk

Date: _____

Date: _____

HONORABLE JACK “TREY” GOODWIN III
Chief Magistrate
Magistrate Court of Cherokee County

PATTY BAKER
Clerk of the Magistrate Court of Cherokee
County

Appointment as Municipal Prosecutor Acknowledged and Accepted:

TODD HAYES
Solicitor-General
Cherokee County Solicitor General’s Office

ON BEHALF OF CITY OF HOLLY SPRINGS:

ATTEST:

STEVEN W. MILLER
Mayor

KAREN NORRED
City Clerk

Date: _____

Date: _____

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia concerning Municipal Court's First Appearance Hearing procedures, with an amendment to include Honorable Jack "Trey" Goodwin III as the Chief Magistrate to execute the document.

EXECUTIVE SUMMARY:

Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia concerning Municipal Court's First Appearance Hearing procedures, with an amendment to include Honorable Jack "Trey" Goodwin III as the Chief Magistrate to execute the document.

FISCAL IMPACT:

ATTACHMENTS:

1. 2024-10-28 - Municipal Court Services - First Appearance Hearings

RECOMMENDATION:

The staff recommendation is approval of the agreement amendment.

CONCURRENCES:

Finance and Administration

**MUNICIPAL SERVICES AGREEMENT BY AND BETWEEN
CHEROKEE COUNTY, GEORGIA AND THE CITY OF HOLLY SPRINGS, GEORGIA**

STATE OF GEORGIA
COUNTY OF CHEROKEE

“First Appearance Hearings”

This MUNICIPAL SERVICES AGREEMENT (hereinafter “Agreement”) is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter “County”), and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter “City”), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as “the Parties”).

WHEREAS, City currently operates the City of Holly Springs Municipal Court, which adjudicates misdemeanor criminal, traffic, and city ordinance cases; and

WHEREAS, as part of the services provided, the City of Holly Springs Municipal Court provides first appearance bond hearings on criminal matters (hereinafter “Hearings”); and

WHEREAS, the purpose of said Hearings are to notify arrested persons of the charge(s) being brought against them and to allow a Judge to consider bail and whether to impose any conditions of release; and

WHEREAS, City is required to provide such Hearings in an expedited manner; and

WHEREAS, because the City employs part-time Judges to oversee such Hearings, the scheduling of the Hearings in a timely manner can be onerous in the City of Holly Springs Municipal Court; and

WHEREAS, the Magistrate Court of Cherokee County regularly conducts similar Hearings and employs full-time Judges to oversee such matters, thereby allowing for easier scheduling of such Hearings; and

WHEREAS, City and County hereby wish to enter into this Agreement for the Magistrate Court of Cherokee County to assist the City of Holly Springs Municipal Court with the conducting of first appearance bond hearings on criminal matters; and

WHEREAS, pursuant to O.C.G.A. § 15-10-150 and O.C.G.A. § 15-10-151, the governing authority of any county may contract with the governing authority of any municipality corporation for the Magistrate Court of the County to provide municipal court services; and

WHEREAS, any such agreement is subject to the written approval of the governing authority of the County, as well as the written approval of the Chief Magistrate Judge of said County; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Municipal Court Services to be Provided by the Magistrate Court of Cherokee County.
The Cherokee County Board of Commissioners and the Chief Magistrate Judge of the Magistrate Court of Cherokee County hereby agree, as authorized by O.C.G.A. § 15-10-150 and O.C.G.A. § 15-10-151, to provide certain, specified municipal court services to the City. Specifically, County and the Chief Magistrate Judge of the Magistrate Court of Cherokee County agree to provide assistance on an as-needed basis to the City of Holly Springs Municipal Court in conducting first appearance bond hearings on criminal cases subject to adjudication in the City of Holly Springs Municipal Court for inmates being held for the City of Holly Springs at the Cherokee County Adult Detention Center. Nothing herein shall limit the City of Holly Springs Municipal Court from continuing to conduct first appearance bond hearings. The Magistrate Court of Cherokee County shall simply provide assistance to the City by conducting said first appearance hearings as needed and as requested by the City, subject to the availability of Magistrate Court personnel and facilities. The Chief Magistrate Judge of the Magistrate Court of Cherokee County shall have the sole discretion regarding the availability of Magistrate Court personnel to assist with any request submitted by the City of Holly Springs Municipal Court.
2. Authority of Cherokee County Magistrate County Personnel. Pursuant to O.C.G.A. § 15-10-152, the judges of the Magistrate Court of Cherokee County shall have full authority

under this Agreement to act as judges of the Municipal Court of the City. In addition, all other officers and personnel of the Magistrate Court of Cherokee County shall have full authority to act as officers and personnel of the Municipal Court of the City.

Furthermore, pursuant to O.C.G.A. § 15-10-153, when acting as officers of the Municipal Court of the City under this Agreement, all judges and other officers of the Magistrate Court of Cherokee County shall be styled as judges and officers of the Municipal Court of the City. In addition, all pleadings, process, and papers of the Municipal Court of the City shall be styled as such and not as pleadings, process, and papers of the Magistrate Court of Cherokee County. The dockets and other records of the Municipal Court of the City shall be kept separately from those of the Magistrate Court of Cherokee County.

3. Effective Date of Agreement. This Agreement shall have an effective date as of _____ 20____ and shall continue in full force through **June 30, 2028**. Thereafter, this Agreement shall be automatically renewed for successive one (1) year terms unless otherwise terminated pursuant to the terms of this Agreement.
4. Termination of Agreement. This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least sixty (60) days prior to its intended withdrawal from this Agreement. In addition, pursuant to O.C.G.A. § 15-10-151, this Agreement shall not extend beyond the term of the undersigned Chief Magistrate Judge of the Magistrate Court of Cherokee County.
5. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.
6. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified

mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

and

Chief Magistrate Judge
90 North Street, Suite 150
Canton, Georgia 30114

For City:

City of Holly Springs, Georgia
ATTN: City Manager
P.O. Box 990
Holly Springs, Georgia 30142

and

Municipal Court Clerk
P.O. Box 990
Holly Springs, Georgia 30142

7. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.
8. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

9. Amendments. This Agreement may be modified at any time during the term by mutual written consent of both Parties, and upon the consent of the Chief Magistrate Judge of Cherokee County. No waiver, release or similar modification of this Agreement shall be established by conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.
10. Relationship to Other Agreements. Nothing contained in this Agreement shall amend, alter, or modify any other agreements entered into between the County and the City.
11. Assignability. Neither Party shall assign any of the obligations or benefits of this Agreement.
12. Entire Agreement. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter of this Agreement.

[this portion intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____
HARRY B. JOHNSTON, Chairman Date _____

Attest: _____
CHRISTY BLACK, County Clerk Date _____

APPROVED by the City Council of Holly Springs
this ____ day of _____, 20____.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
STEVEN W. MILLER, Mayor Date _____

Attest: _____
KAREN NORRED, City Clerk Date _____

CONSENTED TO BY:

HONORABLE JACK “TREY” GOODWIN III Date _____
Chief Judge of the Magistrate Court of Cherokee County, Georgia

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Agreement between Jolly Ole St. John LLC and the City of Holly Springs, Georgia.

EXECUTIVE SUMMARY:

This agreement is for Santa services for the upcoming Christmas parade on December 14, 2024. Jolly Ole St. John LLC has agreed to provide Santa services for the event to include participating in the Christmas parade, providing a car and driver for the parade, and will attend after-parade activities at the Depot, including taking photographs with guests.

FISCAL IMPACT:

\$0. Jolly Ole St. John LLC has donated his time for this event.

ATTACHMENTS:

1. Jolly Ole St. John LLC Contract

RECOMMENDATION:

The staff recommendation is approval of the agreement.

CONCURRENCES:

City Manager
Finance & Administration

This Agreement is made on this November 4, 2024 by and between

Client Name: Erin Honea for Holly Springs
Optimist Club
Phone: 770-345-5536
Email: ehonea@hollyspringsga.us

Entertainer Name: Jolly Ole St. John LLC
Phone: 470-529-5650
Email: Jollyolestjohn@gmail.com

Event Details:

- **Event Date:** December 14, 2024
- **Event Time:** 10:30am - 1:00pm
- **Event Location:** Holly Springs Train Station 164 Hickory Rd, Holly Springs, GA 30115
- **Expectations from Santa:** Parade and pictures with Santa to follow

1. Booking and Payment Terms

- A **50% deposit** of the total fee is required to secure the booking. The remaining **50%** is due on the day of the event.
- Payment methods accepted: Cash or Check (Must be exchanged in an envelope or not in front of children) or Zelle (470-529-5650)
- **Total Fee for Services:** \$0 (Time Donated)
- **Deposit Amount:** \$0

2. Cancellation Policy

- **Cancellation 30 Days Prior:** If the Client cancels the event more than 30 days before the scheduled date, the Client will receive a full refund of the deposit.
- **Cancellation 15 Days Prior:** If the Client cancels the event within 15 to 30 days before the scheduled date, the Client will receive half of the deposit back.
- **Cancellation Less Than 15 Days:** If the Client cancels the event less than 15 days before the scheduled date, the Client forfeits the entire deposit.

3. Suit Damage

- The Entertainer agrees to take reasonable care of their attire during the event. However, the Client will be held responsible for any intentional or negligent damage to the Entertainer's suit or attire caused by guests or any third parties during the event. In such cases, the Client agrees to reimburse the Entertainer for the cost of repair or replacement.

4. Liability

- The Entertainer will not be held liable for any injuries or damages occurring during the event, except in cases of gross negligence or willful misconduct.

5. Agreement Modifications

- Any modifications to this contract must be made in writing and signed by both parties.

6. Governing Law

- This Agreement shall be governed by the laws of the State of Georgia.

7. Acceptance of Terms

- By signing below, both parties agree to the terms and conditions outlined in this contract.

8. Pets / Animals

- Santa has a suit specifically available for events with pets or animals. If there are going to be animals at the event, The client is responsible for disclosing that information so Santa can bring the proper suit.
- If not disclosed, the client will be responsible for dry cleaning and any damages to his suit.

Client Signature: _____

Date: _____

Entertainer Signature: _____

Date: 11/4/2024

Signed by:
John Brangan for Jolly Ole St. John LLC
412E6BFB71DC4D6...

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Special Event Permit Application from the Holly Springs Optimist Club for the Holly Jolly Christmas Parade.

EXECUTIVE SUMMARY:

The Holly Springs Optimist Club has discussed partnering with the City to hold the annual Christmas Parade in downtown Holly Springs. The City has agreed to offer technical assistance in planning their event, as well as providing police staff for the event. They plan to use the City-approved parade route. Applicant has been in contact with HSPD for staffing the road closure, and all other stipulations of the permit application have been met or are in the process of being met, including notification to surrounding residents and submission of a road closure notice in the Cherokee Tribune.

FISCAL IMPACT:

Approximately \$3,000 for DJ services and purchase of baked goods from Honeysuckle Bakery.

ATTACHMENTS:

1. Special Event Permit Application_Christmas Parade

RECOMMENDATION:

The staff recommendation is approval of the special event permit application.

CONCURRENCES:

Finance & Administration
Communications & External Affairs



Special Event Permit Application

City of Holly Springs
PO Box 990
Holly Springs, GA 30142
770-345-5536

FOR OFFICE USE ONLY

Permit Issue Date: _____

Permit Number: _____

Sponsoring Organization Information

Name of Group/Organization: _____

Phone #: _____ Website: _____

Address: _____

City, State & Zip: _____

Organization Contact Information

The organization contact person must be the person in charge of event management and is responsible for the event. The organization contact person must be a representative of the organization who has been authorized to plan the event. The applicant must be available to work closely with the City.

Event Contact Person: _____

Cell #: _____ Email: _____

Address: _____

City, State & Zip: _____

Event Information

Event Name: _____

Event Date(s): _____

Event Start & Finish Time: _____

Time Set-up Begins: _____ Time Clean-up Should Be Complete: _____

Estimated Number of Attendees: _____

Estimated Number of Event Workers/Volunteers: _____

Type of Event

☐ Athletic Event

☐ Block/Street Party

☐ Cycling Event

☐ Exhibition

☐ Festival

☐ March/Demonstration

☐ Merchant Fair/Craft Show

☐ Parade*

☐ Rally/Assembly

☐ Road Race*

☐ Wedding

☐ Other _____

**Additional event information is required. Please see additional permit applications.*

Purpose of Event: ☐ Charity ☐ Fundraiser ☐ Entertainment ☐ Education ☐ Other: _____

Check all that apply.

Location of event: _____

This event use or require the following: ☐ Use of public property ☐ Food/alcohol vendors*

Check all that apply.

☐ Closing of public streets* ☐ Rerouting of vehicle or pedestrian traffic

Will there be musical entertainment? ☐ Yes ☐ No

Noise Ordinance: Holly Springs Code 33-71 through 79.

If yes, please state: # of bands: _____ Type of music: _____

Will there be sound amplified entertainment? ☐ Yes ☐ No

Will sound checks be conducted prior to the event? ☐ Yes ☐ No

Please describe sound equipment that will be used:

Will there be inflatables, hot air balloons, or similar devices? Yes ☐ No ☐

If yes, please describe: _____

Will there be fireworks, rockets, or other pyrotechnics? ☐ Yes ☐ No

If yes, please describe: _____

Permit must be obtained from Cherokee County Probate Court and submitted to the City no less than 30 days before event. If event is held on private property, a letter of permission from the owner is required.

Will there be signs, banners, decorations, special lighting? ☐ Yes ☐ No

If yes, please describe: _____

Will there be any items sold? ☐ Yes ☐ No

If yes, please describe: _____

How close are the nearest residences? _____

Will there be contracted concessionaires/mobile food units? ☐ Yes ☐ No

If yes, additional event information is required. Please see Food & Alcohol Attachment.

Will there be alcohol? ☐ Yes ☐ No

If yes, additional event information is required. Please see Food & Alcohol Attachment.

If your event takes place on public property, please attach a copy of certificate of coverage and complete the information below.

Liability Insurer: _____

Policy Number: _____ Liability Limit \$ _____

City of Holly Springs should be listed as an additional insured with address listed as it appears at the top of this application.

Please provide any other information about your event that you believe would be helpful for planning purposes. _____

Group/Organization is responsible for post cleanup.
This is not transferable to any other individual or group.

REQUIRED: Site Map - Please provide an overhead map detailing the placement of all aspects of your event. Maps should include, but are not limited to:

- perimeter of event
- parking
- tents
- restrooms
- food/alcohol serving areas
- stages
- parking plan
- routes
- water stations
- volunteers
- entrances
- exits
- inflatables

Hand-drawn maps are acceptable. (If you are using the 5K route determined by the City, staff can provide a map for you to work with.)

All lane/street closures, and any event involving alcohol, require police personnel on an extra-duty basis. Traffic control and parking plans, which should include where police officers will be stationed, must be submitted and approved by the Police Chief. Group/Organization will be responsible to cover the cost of police personnel; this cost will be calculated on their special event rate.

PUBLIC NOTICE REQUIREMENTS: Group/Organization must advertise in the Cherokee Tribune if event requires lane/street closures. Group/Organization must also provide a written notice to all affected businesses and residents no less than one week prior to the event and a copy of the notice along with a list of those who received letters must be submitted with this form. All cost will be the responsibility of the Group/Organization. Any event permit application that includes a request to close any public street in the City must be approved by the City Council.

The City of Holly Springs may request additional information not referenced in this application.

Waiver and Release: I/We agree to hold harmless and defend the City of Holly Springs against any claim for damages, compensation or otherwise on the part of me, my child or any other party, growing out of or resulting from injury to me or my child, or any other party which might occur as a result of the lease of property or facilities from the City of Holly Springs, and to reimburse or make good any loss, damage or costs that the City of Holly Springs may have to pay litigation arises from injury to me, my child or any other party, and I/we hereby waive any and all rights of exemption, both as to real or personal property, to which I/we may be entitled under the laws of this or any other state as against such claims for reimbursement or indemnity by the City of Holly Springs.

Erin Honea

Signature of Event Contact Person

Date

FOR OFFICE USE ONLY

Received By: _____ Date: _____ Paid \$50 Permit Fee? ☐ Yes ☐ No
Check #: _____

☐ Approved ☐ Denied

City Clerk: _____ Date _____

Comments: _____

☐ Approved ☐ Denied

Police Chief: _____ Date _____

Comments: _____

☐ Approved ☐ Denied

City Manager: _____ Date _____

Comments: _____



Special Event Permit Application

City of Holly Springs

3237 Holly Springs Pkwy. | Holly Springs, GA 30115 | 770-345-5536

FOR OFFICE USE ONLY

Permit Issue Date: _____

Permit Number: _____

The City has one predetermined parade route- Holly Springs Parkway from its intersection with Mountain Brook Drive to its intersection with Hickory Road. If you would like to propose an alternate route, please provide an overhead with the parade route clearly marked. Alternate routes must be approved by the City.

Once a route has been determined, please provide a map showing registration, check-in, start/finish, staging/line-up, etc.

Event organizer must maintain copies of vehicle insurance and drivers' licenses for all motorized entries.

Please provide a timeline of your parade:

Setup begins at: _____

Sign-in/On-site registration begins at: _____

Parade begins at: _____

Parade finishes at: _____

Event cleanup complete at: _____

Number of participants expected: _____

Within one week of your event, please provide a list of all parade participants.

List of Vendors:

REQUIRED: Site Map - Please provide an overhead map detailing the placement of all aspects of your event. Hand drawn maps are acceptable. Maps should include, but are not limited to:

- perimeter of event
- parking
- tents
- restrooms
- food/alcohol serving areas
- stages
- parking plan
- routes
- water stations
- volunteers
- entrances
- exits
- inflatable

All lane/street closures, and any event involving alcohol, require police personnel on an extra-duty basis. Traffic control and parking plans, which should include where police officers will be stationed, must be submitted and approved by the Police Chief. Group/Organization will be responsible to cover the cost of police personnel; this cost will be calculated on their special event rate.

PUBLIC NOTICE REQUIREMENTS: Group/Organization must advertise in the Cherokee Tribune if event requires lane/street closures. Group/Organization must also provide a written notice to all affected businesses and residents no less than one week prior to the event and a copy of the notice along with a list of those who received letters must be submitted with this form. All cost will be the responsibility of the Group/Organization. Any event permit application that includes a request to close any public street in the City must be approved by the City Council

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: November 18, 2024

AGENDA ITEM: Resolution regarding the re-adoption of the Georgia Certified City of Ethics Program through the Georgia Municipal Association.

EXECUTIVE SUMMARY:

This is a resolution regarding the re-adoption of the Georgia Certified City of Ethics Program through the Georgia Municipal Association for Holly Springs. A resolution establishing the Ethics Principles must be adopted every four (4) years after designation and executed by the majority of the city's current governing body.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution - Code of Ethics

RECOMMENDATION:

The staff recommendation is approval of the Resolution.

CONCURRENCES:

City Manager

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA REGARDING THE RE-ADOPTION OF THE GEORGIA CERTIFIED CITY OF ETHICS PROGRAM OF THE GEORGIA MUNICIPAL ASSOCIATION

WHEREAS the Board of Directors of the Georgia Municipal Association (GMA) has established a Georgia Certified City of Ethics Program; and

WHEREAS the City of Holly Springs wishes to re-adopt the Georgia Certified City of Ethics under the GMA program; and

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Holly Springs, Georgia, that as a group and as individuals, the Mayor and City Council subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- 1. Serve others, not ourselves.
- 2. Use resources with efficiency and economy.
- 3. Treat all people fairly.
- 4. Use the power of our position for the well-being of our constituents.
- 5. Create an environment of honesty, openness, and integrity.
- 6. Behave in a civil manner during any and all City-sponsored meetings, events, and appearances.

SO RESOLVED this 18th day of November, 2024.

Steven W. Miller, Mayor

Post 1: Kyle Whitaker

Post 2: Dee Phillips

Post 3: Michael Roy Zenchuk II

Post 4: Kevin Moore

Post 5: Jeff Wilbur

ATTEST: Karen Norred, City Clerk

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Karen Norred, City Clerk/Human Resources Director

MEETING DATE: November 18, 2024

AGENDA ITEM: Quote # Q-01610752 between DocuSign, Inc. and the City of Holly Springs, Georgia concerning an annual subscription for an eSignature Business Product for State and Local Government, in the amount of \$3,369.60.

EXECUTIVE SUMMARY:

Quote # Q-01610752 between DocuSign, Inc. and the City of Holly Springs, Georgia concerning an annual subscription for an eSignature Business Product for State and Local Government, in the amount of \$3,369.60.

FISCAL IMPACT:

\$3,369.60 - Term: 12/2/2024 - 12/1/2025

ATTACHMENTS:

1. City of Holly Springs _Clerk's Office_ Bus Pro__DocuSign Order Form FX2_2024-11-13
2. DocuSign Master Services Agreement Pub Sec_ DocuSign
3. DocuSign Services Schedules, and their related Attachments _ DocuSign

RECOMMENDATION:

The staff recommendation is approval of the quote.

CONCURRENCES:

Finance and Administration



DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Dec 2, 2024
Prepared By: JuVonda McLaurin
Quote Number: Q-01610752

ORDER FORM

Address Information

Bill To:

City of Holly Springs
3235 Holly Springs Pkwy,
Canton, GA, 30115
United States

Ship To:

City of Holly Springs
P.O. BOX 990,
Holly Springs, GA, 30142-0990
United States

Billing Contact Name:

Lou Stewart

Billing Email Address:

ostewart@hollyspringsga.us

Billing Phone:

770-721-7546

Shipping Contact Name:

Lou Stewart

Shipping Email Address:

ostewart@hollyspringsga.us

Shipping Phone:

770-721-7546

Order Details

Order Start Date: Dec 2, 2024

Order End Date: Dec 1, 2025

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro for State and Local Government - Seats	SUB-3454896-1	Dec 2, 2024	Dec 1, 2025	5	\$2,880.00
Silver Success Pack	SUB-3454896-1	Dec 2, 2024	Dec 1, 2025	1	\$489.60

Grand Total: \$3,369.60

Product Details

eSignature Seat Allowance: 5

eSignature Envelope Allowance: 500

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/legal/terms-and-conditions/msa/pub-sec> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>.

Customer Data uploaded into a DocuSign eSignature Government Product will be hosted within DocuSign's FedRAMP Moderate authorized boundary. "FedRAMP" means the Federal Risk and Authorization Management Program.

DocuSign eSignature Government Products (but not CLM Government Products) include features and functionality that allow Customers to connect to other DocuSign products or to third-party products or services for interoperability purposes. Interoperability refers to multiple computer systems that are connected in a manner that allows them to exchange information. DocuSign eSignature Government Product features allowing for interoperability currently include DocuSign Payments, Comments and Agreement Actions. A complete list of interoperable eSignature Government Product features can be found at <https://www.docusign.com/legal/terms-and-conditions/esignature-interoperable-features>.

These features are disabled by default for new customers but can be enabled by Customer request. Customers may also use "connectors" to connect DocuSign eSignature Government Products or CLM Government Products to other systems to exchange information. For example, a DocuSign/Salesforce Connector can be used to connect DocuSign eSignature Government Products to a Salesforce product so that information may be exchanged between the two connected systems.

If Customer chooses to connect DocuSign eSignature Government Products to any other DocuSign product or to any third-party products or services, Customer authorizes DocuSign to export Customer Data outside of DocuSign's FedRAMP Moderate authorized boundary for the processing and use of Customer Data by Customer, DocuSign, and/or such third parties (as applicable). For clarity, where Customers connect DocuSign eSignature Government Products with any other products or services (including but not limited to by use of Payments, Comments, Connector or Agreement Action functionality), DocuSign disclaims all liability for FedRAMP control compliance or Customer's obligations relating to Customer Data exported from DocuSign's FedRAMP Moderate authorized boundary.

Each DSU Campus Pass Individual Subscription includes the following benefits over a 12-month period: 1) Access to all public, instructor-led DSU classroom courses for 1 named user; and 2) Access to curated Learning Plans to support enablement. The named administrator on the Customer record will be the named individual on the Campus Pass Individual Subscription.

Billing Information

Prices shown above do not include any sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively "taxes") by Docusign. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. Taxes are calculated based on the ship-to location listed on your order form.

Invoice(s) for this order will be emailed automatically from invoicing@erp.docusign.com.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For U.S. Customers

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to

taxexempt@docusign.com.

For Non U.S. Customers

Verify that the VAT, GST, TIN, or similar tax identification number below is correct, or provide the correct number to your Docusign contact. If the VAT, GST, or TIN identification number is not populated below, it will be assumed that you are not a VAT/GST registered taxpayer.

VAT, GST, TIN or similar tax identification number:

For other tax exemption requests, please email the applicable tax exemption documentation to taxexempt@docusign.com.

Purchase Order Information

Is a Purchase Order ("PO") required for the purchase or payment of the products on this Order Form?

Please select: Yes No

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to DocuSign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:

Name:

Job Title:

Date:

**DocuSign,
Inc.**

Signature:

Name:

Job Title:

Date:

DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR CUSTOMERS

This Docusign Master Services Agreement for Public Sector Customers (“**MSA**”) is made between Docusign, Inc., a Delaware corporation (“**Docusign**”), and the customer identified on the Order Form or SOW (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**”, as of the date of last signature below (the “**MSA Effective Date**”). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable [Docusign Service Schedule\(s\) and Attachments](https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules) (located at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>), Order Form(s) and SOW, each of which become binding on the Parties and are incorporated into this MSA upon the provisioning of any Docusign Services (defined below) to Customer. All Docusign Services provisioned to Customer are governed by and incorporate the following documents in effect as of the date of the last update of such documents, collectively referred to as the “**Agreement**”:

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) are determined by the Docusign Service(s) provisioned to Customer. In the event of a conflict, the order of precedence is as set out above in descending order of control. This offer by Docusign is expressly conditioned on assent to the terms and conditions of this Agreement and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

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13. General

1. DEFINITIONS

“**Account**” means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

“**Account Administrator**” is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer’s Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

“**Affiliate**” means any DocuSign entity that DocuSign directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity

will be considered a DocuSign Affiliate as long as that interest is maintained.

“Authorized User” means one individual natural person, whether an employee, business partner, contractor, or agent of Customer who is registered by Customer in Customer's Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer's internal business purposes. For clarification, "internal business purposes" includes the sending of eDocuments to third party recipients for purposes of supporting Customer's business activities, including the sending of eDocuments to Customer's suppliers and customers for review and signature.

“Confidential Information” means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps, and pricing (to the extent allowable by applicable law); (b) for Customer, Customer Data; (c) any other information of a Party (or for DocuSign, its Affiliates) that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (**“Recipient”**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) to the extent allowable by applicable law, the terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

“Customer” means the entity that has contracted with DocuSign for the purchase of applicable DocuSign Services. Any Customer that is not a Public Sector Customer will be subject to terms included in DocuSign's standard Master Services Agreement, which is available at: <https://www.docusign.com/company/terms-and-conditions/msa>.

“Customer Data” means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

“DFARS” means the Defense Federal Acquisition Regulation Supplement as set forth in Chapter 2 of Title 48 of the Code of Federal Regulations, 48 CFR 2.

“Documentation” means Docusign's then-current technical and functional documentation for the Docusign Services as made generally available by Docusign.

“Docusign Service(s)” means the services provided by Docusign under an Order Form or SOW, and may include Professional Services, software, source code, or other technology licensed to Docusign from third parties and embedded into the services that Docusign provides to Customer. Notwithstanding the foregoing, Docusign Services do not include Third-Party Services (defined below).

“DoD” means the United States Department of Defense.

“eDocument” refers to a contract, notice, disclosure, or other record or document generated using or deposited into the Docusign Service for processing.

“FAR” means the Federal Acquisition Regulation as set forth in Chapter 1 of Title 48 of the Code of Federal Regulations, 48 CFR 1.

“Order Form” means the order form provided by Docusign that sets forth the pricing and Docusign Services selected by Customer.

“Order End Date” means the end date for provision of a respective Docusign Service specified in a corresponding Order Form or SOW.

“Order Start Date” means the start date for provision of a respective Docusign Service specified in a corresponding Order Form or SOW.

“Professional Services” means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary Docusign Services that are set forth in an Order Form or Statement of Work (**“SOW”**) between Docusign and Customer.

“Public Sector Customers” are Customers authorized to use Docusign Services pursuant to an Order Form and/or SOW and the Agreement and are: (i) a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.21 (or its successor), state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the Docusign Services are being used in an Authorized User's official capacity as a Federal, state, local government, or school official or employee (**“Official Use”**). Customers who are not bona fide Public Sector Customers are not eligible to use Docusign Services according to the terms of this MSA, but, instead, will be subject to terms included in Docusign's standard

Master Services Agreement, which is available at:

<https://www.docusign.com/company/terms-and-conditions/msa>.

“Service Schedule” means the service-specific terms and conditions applicable to a particular Docusign Service(s) provisioned to Customer.

“System” means the software systems and programs, the communication and network facilities, and the hardware and equipment used by Docusign or its agents to make available the Docusign Services via the Internet.

“Third-Party Services” means services, software, products, applications, integrations and other features or offerings that are provided by Customer or obtained by Customer from a third party.

2. USAGE AND ACCESS RIGHTS

2.1 Right to Use. Docusign will provide the Docusign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, Docusign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its Official Use by Authorized Users for Customer’s internal business purposes, and in accordance with the Documentation, to: (a) access and use the Docusign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the Docusign Services; and (c) access and use the Documentation. Customer will ensure that its Authorized Users using the Docusign Services under its Account comply with all of Customer’s obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the Docusign Services:

(a) use the Docusign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use set forth in this Agreement, including the applicable Order Form or SOW;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Docusign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;

(c) access or use the Docusign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Docusign Services, or (ii) allowing access to its Account or the Docusign Services by a direct competitor of Docusign;

(d) reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about any of the Docusign Services or technologies, without Docusign's written consent;

(e) use the Docusign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) use the Docusign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Docusign Services or any host, network, or account related thereto or use any aspect of the Docusign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(g) use, or allow the use of, the Docusign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 13.5).

2.3 Suspension of Access. Docusign may suspend any use of the Docusign Services or remove or disable any Account or content that Docusign reasonably and in good faith believes violates Section 2.2 above, unless Docusign is prohibited from doing so by applicable law or regulation (e.g. FAR 52.233-1 as prescribed by FAR 33.215 or other agency supplemental terms as applicable to Customer). Docusign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless Docusign reasonably believes that: (a) it is prohibited from doing so under applicable law, regulation or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the Docusign Services or a third party. Under circumstances where notice is delayed, Docusign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Third-Party Services. Customer may choose to obtain Third-Party Services from third parties and/or Docusign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and Docusign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or this Agreement. Docusign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. In the event Customer chooses to integrate or interoperate Third-Party Services with Docusign Services in a manner that requires Docusign or the Docusign

Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

3. OWNERSHIP

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store and/or disclose Customer Data in order to provide the DocuSign Services to Customer, solely in accordance with the terms of the Agreement and subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by applicable law or regulation.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder.

3.3 Professional Services. Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the Professional Service(s) under the Agreement. Effective only as of final payment by Customer to DocuSign of all amounts required by an Order Form or SOW, and subject to the terms and conditions of the Agreement, DocuSign grants to Customer a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for Customer during performance of Professional Services ("**Work Product**") provided to Customer under the Order Form or SOW, solely for purposes of Customer's internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use but not permission to distribute the Work Product or any copies of them.

3.4 Feedback. Docusign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to Docusign Services and related resources (“**Feedback**”). To the extent Customer provides Feedback, Customer grants to Docusign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Docusign Services) without restriction provided that: such Feedback does not identify Customer, or Authorized Users, or include any Customer Data without Customer's prior written consent.

4. SECURITY AND CUSTOMER DATA

4.1 Security. Docusign will use commercially reasonable industry standard security technologies in providing the Docusign Services. Docusign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the Security Attachment for Docusign Services found at: <https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services>. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

4.2 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the Docusign Services. Further, Customer is solely responsible for determining the suitability of the Docusign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the Docusign Services. Customer grants to Docusign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for Docusign Services found at: <https://www.docusign.com/company/terms-and-conditions/data-protection-attachment>, for the sole purpose of and only to the extent necessary for Docusign: (a) to provide the Docusign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Docusign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement.

4.3 Usage Data. Customer agrees that Docusign may collect and use quantitative data, derived from the use of the Docusign Services ("**Usage Data**") for business purposes, including industry analysis, benchmarking, analytics, marketing, and other business purposes. Before doing so, Docusign will deidentify and anonymize all Usage Data in such

manner that does not allow for identification of Customer Data or Customer's Confidential Information and will disclose such Usage Data in aggregate form only.

5. PAYMENT OF FEES

5.1 Fees. Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all fees set forth in the Order Form or SOW in accordance with the following: (a) Docusign Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date of an Order Form or the effective date of a SOW; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and payable in U.S. dollars unless otherwise specified in the Order Form and/or SOW. Unless otherwise agreed to by the Parties and expressly noted in the Order Form and/or SOW, invoices will be sent to Customer via email. Upon execution by Customer and Docusign, except as set forth in applicable law or regulation, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in the Agreement, and the Term as set forth in the Order Form for Docusign Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies Docusign of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Docusign and resolution by the Parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with Docusign to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within thirty (30) days following such resolution.

5.2 Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Docusign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of the Agreement as offered by Docusign. Upon request, Docusign shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to Docusign upon the signing of any Order Form. Customer agrees that a failure to provide Docusign with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to Docusign pursuant to Section 5.1 (Fees) above.

5.3 Offsets; Late Charges; Attorneys' Fees. If Docusign owes any amounts to Customer that are not derived from the Agreement, such amounts will not be withheld or offset against any invoice issued under the Agreement. Except as prohibited by applicable law or

regulation, Docusign may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law. Except as prohibited by applicable law or regulation, Customer will be responsible for any reasonable attorneys' fees, costs, and expenses incurred by Docusign to collect any amounts that are not paid when due. If Customer fails to timely pay any amounts due under the Agreement, then without limitation of any of its other rights or remedies, except as prohibited by applicable law or regulation, Docusign may upon prior written notice to the Customer, suspend performance of those Docusign Services until Docusign receives all past due amounts from Customer.

6. TAXES

6.1 Tax Responsibility. If Customer claims tax exempt status for amounts due under the Agreement, it shall provide Docusign with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice (notwithstanding anything herein to the contrary). Unless Customer submits a valid tax exemption certificate per terms included in this Section 6.1, except as prohibited by applicable law, all payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "**Taxes**"). Without limiting the foregoing, except as prohibited by applicable law, Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Docusign Services. Taxes shall not be deducted from the payments to Docusign, except as required by applicable law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Docusign receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Except as prohibited by applicable law, each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that Docusign can rely on the ship-to name and address set forth in the Order Form(s) or SOW Customer places directly with Docusign as being the place of supply for Tax purposes. The Parties' obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of the Agreement.

6.2 Invoicing Taxes. If Docusign is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Docusign Services, Docusign will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to Docusign its VAT, GST or similar tax identification number(s) on the Order Form or SOW. Customer shall use the ordered

Docusign Services for Customer's business use in the locations set forth on the Order Form or SOW in accordance with the provided VAT or GST identification number(s).

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form or SOW and any associated Service Schedule(s) is the period of time that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form or SOW (the “**Term**”). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2 Termination for Breach. If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then except as prohibited by applicable law or regulation, the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. If Customer terminates the Agreement for Docusign's breach, pursuant to this Section 7.2, that is incapable of cure, Docusign will provide a prorated refund to Customer for any prepaid fees received by Docusign under the Agreement that correspond to the unused portion of the Term.

7.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) except as prohibited by applicable law or regulation, Customer will pay any amounts owed by Customer that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to Docusign Services and intellectual property will immediately terminate; (d) Docusign's obligation to provide any further Docusign Services to Customer under the Agreement will immediately terminate, except any such Docusign Services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 7.1, 7.3, 7.4, 8.4, and 9 through 13 will survive. Except as otherwise expressly set forth herein and unless prohibited by applicable law or regulation, no termination for any reason shall entitle Customer to a refund of any portion of the fees paid and any fees or charges incurred through the effective date of termination which shall become immediately due and payable.

7.4 Retrieval of Customer Data and Transition Services. During the Term, Customer may extract Customer Data from the Docusign Services as described in the Documentation and the applicable Service Schedule. If, upon termination or expiration of the Agreement, Customer has failed to retrieve its Customer Data and/or if Customer otherwise requires further support from Docusign in relation to such termination or expiration, Customer may request and Docusign will provide: (a) assistance in retrieving Customer Data and completed eDocuments still remaining in the Docusign Services, and/or (b) other reasonable transition assistance, the details of which will be set forth in a mutually agreed upon Statement of Work between the Parties at Docusign's then-current rates for such services.

8. WARRANTIES AND DISCLAIMERS

8.1 Docusign Service Warranties. Docusign warrants that (a) during the applicable Term, the Docusign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable Docusign Services; (b) Docusign will use commercially reasonable efforts to ensure that the Docusign Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system; and (c) the operation of its business as it relates to the Docusign Services will comply with all applicable laws and regulations. Customer's sole and exclusive remedy for any breach of the warranties in 8.1(a) and 8.1(b) above by Docusign is for Docusign to repair or replace the affected Docusign Services to make them conform, or, if Docusign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement and, in such event, Docusign will provide a prorated refund to Customer for any prepaid fees received by Docusign under the Agreement that correspond to nonconforming Docusign Services and the unused portion of the Term.

8.2 Docusign Professional Services Warranties. If Customer has purchased Professional Services in an Order Form and/or SOW, Docusign warrants to Customer that the Professional Services will be performed in a competent and workmanlike manner. Customer's exclusive remedy for breach of this warranty is to notify Docusign in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, Docusign will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements. This Section 8.2 (Docusign Professional Services Warranties) sets forth Customer's exclusive rights and remedies and Docusign's sole liability in connection with the warranty related to the performance of the Professional Services.

8.3 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; (b) no

authorization or approval from any third party is required in connection with its execution, delivery or performance of the Agreement and (c) it is duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into the Agreement and to carry out the provisions hereto.

8.4 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT: (A) NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND (B) EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

9. THIRD PARTY CLAIM PROCEDURES, CONDITIONS, AND REMEDIES

9.1 Third Party Claims. Docusign will defend and, in accordance with Section 9.2 (Procedures), indemnify Customer (including Customer's employees, directors, agents and representatives) from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "**Claim**") to the extent arising from: (i) any actual breach by Docusign of its confidentiality obligations in the Agreement; and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the Docusign Services as authorized under the Agreement.

Notwithstanding the foregoing, Docusign will not be responsible for any Claim due to Customer's or its Authorized User's combination of Docusign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the Docusign Services not described in the Documentation or otherwise expressly authorized by Docusign in writing.

9.2 Procedures. Except as prohibited by applicable law or regulation, indemnification is expressly conditioned on: (a) the Customer providing prompt written notice of the claim for which indemnification is sought hereunder (the "**Claim**"), and (b) Docusign being given a full and complete opportunity to control the defense and settlement of the Claim (or to meaningfully participate in such defense/settlement where control is expressly prohibited by applicable law). Customer or Customer's authorized settlement authority (as applicable) shall not, without Docusign's prior written consent, agree to any settlement on behalf of Docusign which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of Docusign. Notwithstanding anything herein to the contrary, and, except as prohibited by applicable law or regulation, Docusign will not be responsible for any Claim due to Customer's or its Authorized User's combination of Docusign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer;

or Customer's modification of the Docusign Services not described in the Documentation or otherwise expressly authorized by Docusign in writing.

9.3 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the Docusign Services or a portion thereof based on a Claim covered by Docusign's indemnification obligations under Section 9.1 above, then Docusign will, at its sole expense and option, except as prohibited by applicable law or regulation, either: (a) obtain for Customer the right to use the affected portions of the Docusign Services; (b) modify the allegedly infringing portions of the Docusign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Docusign Services with items of substantially similar functionality so as to avoid the Claim. If Docusign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, Docusign will provide a prorated refund to Customer for any prepaid fees for the infringing Docusign Services received by Docusign under the Agreement that correspond to the unused portion of the Term. Except as prohibited by applicable law or regulation, the remedies set out in this Section 9.2 (Infringement Remedy) are Customer's sole and exclusive remedies for any actual or alleged infringement by the Docusign Services of any third-party intellectual property right.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2 Limitation of Liability. EXCEPT FOR: (A) EITHER PARTY'S EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT, (C) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (D) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (E) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE(S) PROVIDED HEREUNDER WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE

(12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.

10.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign 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 the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will to the extent permissible according to applicable law or regulation: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided or for legal, regulatory or compliance purposes as required by applicable law or regulation; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates (where Recipient is DocuSign), attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

11.2 Required Disclosure. If Recipient is required by applicable law or regulation to disclose Confidential Information of the disclosing Party (such as but not limited to the terms of this Agreement), Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by applicable legal, regulatory (e.g. FAR or DFAR) or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's applicable U.S. State law (for non-Federal U.S. Customers) with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by applicable law to disclose any information that would be considered to be Confidential Information as set forth herein, Customer shall make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by applicable law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

11.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party may be entitled under applicable law (but not required) to seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. GOVERNING LAW, VENUE, AND CLAIMS

12.1 Governing Law / Venue

(a) U.S. Federal and State/Local Customers. Notwithstanding anything herein to the contrary, provisions of the Agreement pertaining to governing law and venue such as Section 12.1(b) do not apply to Customer's Official Use of DocuSign Services in Customer's capacity as a state, local government, U.S. Federal Government agency, or school official or employee to the extent such provisions are prohibited by Customer's applicable State constitution or laws, or (as applicable) U.S. Federal law.

(b) All other Customers. Except as set forth in Section 12.1(a) (above), this Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary, and, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any Federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement.

(c) Conventions / Equitable Relief. To the extent permitted by applicable law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply. Notwithstanding the foregoing, and except as prohibited by applicable law or regulation, either Party may at any time seek and obtain appropriate legal or equitable relief in any

court of competent jurisdiction for claims regarding such Party's intellectual property rights.

12.2 English Language. To the extent allowed by law, the English version of this Agreement is binding, and other translations are for convenience only.

12.3 Claims. If the Customer is an "executive agency" of the United States Government (as defined by 41 USC 7101-8), then all Claims (as defined in FAR 52.233-1-c) by Docusign against the United States for any alleged breach of this Agreement must be brought as a dispute as set forth in the Contract Disputes Act (41 USC 7101).

13. GENERAL

13.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

13.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent, such consent not to unreasonably be withheld. Notwithstanding the foregoing, except as prohibited by applicable law or regulation, Docusign may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain, and Customer may assign to a successor agency as part of formal reorganization, provided that: (a) for Customers, if they are authorized to do so by FAR 42.1204 or State equivalent; and (b) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

13.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) Docusign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of Docusign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices). Notices are deemed given upon receipt if delivered using Docusign Services, or two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision and without its fault or

negligence (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event, setting forth the full particulars in connection therewith; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event with all reasonable dispatch; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event. If Docusign Services are not restored within thirty (30) days of the Force Majeure Event, Customer may terminate the Agreement upon providing written notice to Docusign, and in such case, Docusign will provide a prorated refund to Customer for any prepaid fees received by Docusign under the Agreement that correspond to the unused portion of the Term.

13.5 Trade Restrictions. The Docusign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a) Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in the Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Each Party represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within any Sanctioned Territory.

13.6 Anti-Corruption. In connection with the DocuSign Services performed under this Agreement and Customer's use of DocuSign's services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocuSign employees or agents in connection with an Order Form, SOW or this Agreement.

13.7 U.S. Government Rights. All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "Commercial computer software" has the meaning set forth in FAR section 2.101 for US. Federal civilian agency purchases and DFARS 252.227-7014(a)(1) for U.S. Federal defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a U.S. Federal civilian agency, including acquisitions via GSA contract, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign's hosted sites unless permission to do so has been granted by Customer or by other relevant government authority.

13.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such

Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

13.11 Insurance. DocuSign will maintain, at its sole expense, insurance in such amounts and with such types of coverage as is usual and customary with coverage limits that are appropriate for the DocuSign Services supplied under the Agreement. At a minimum, DocuSign shall maintain: (i) commercial general liability insurance (including automobile liability if applicable to the DocuSign Services); (ii) errors and omissions insurance (which will include cyber-liability insurance); and (iii) insurance for claims under workers compensation laws or other similar laws or regulations. Upon Customer's prior written request DocuSign shall provide Customer with a certificate of insurance evidencing such insurance coverages.

13.12 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

APPLICATIONS	PRICING	SUPPORT
Intelligent Agreement Management	eSignature Plans	Support Center
IAM Core	Real Estate Plans	Customer Success
IAM for Customer Experience	API Plans	Community
IAM for Sales	IAM Plans	Trust Portal

All IAM Applications

PRODUCTS

- eSignature
- Contract Lifecycle Management
- Identify
- Document Generation
- Web Forms
- All Products

RESOURCES

- Resource Center
- Blog
- Customer Stories
- Events
- Webinars
- Docusign University
- Legality Guide
- Trust Center & System Status

INDUSTRIES

- Financial Services
- Insurance
- Real Estate
- Government
- BUSINESS SIZE
- Enterprise
- Small Business
- Individuals

COMPANY

- About Us
- Product Releases
- Docusign Momentum
- Careers
- Leadership
- News Center
- Investor Relations
- Contact Us
- Accessibility

DEVELOPERS

- Developer Center
- Free Developer Account
- API Overview
- PARTNERS
- Partner Portal
- Partner Login
- ISV Embedded eSignature

United States



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DocuSign Services Schedules, and their related Attachments



The following DocuSign Service Schedules and Attachments will apply to your purchase of the DocuSign Services along with the [DocuSign Master Services Agreement](#) dependent on the products listed on your DocuSign Order Form. For questions on the below documents, please contact your DocuSign sales representative:

- [DocuSign eSignature Service Schedule](#)
 - **Attachments exclusive to DocuSign eSignature Service Schedule:**
 - [DocuSign Notary](#)
 - [EU Advanced Electronic Seal](#)
 - [EU Advanced Signature](#)
 - [ID Check for AES](#)
 - [ID Check InPerson for QES](#)
 - [ID Check Remote for QES](#)
 - [Security Appliance and Display Appliance](#)
- [DocuSign CLM Service Schedule](#)
- [DocuSign Gen Service Schedule](#)
- [DocuSign Insight and Analyzer Service Schedule](#)
- [DocuSign Service Schedule for Support](#)
- [Signature Appliance Service Schedule](#)

The following DocuSign Services are only purchasable in EMEA:



- [K.Sign](#)
- [Protect and Sign](#)

APPLICATIONS

[Intelligent Agreement Management](#)
[IAM Core](#)
[IAM for Customer Experience](#)
[IAM for Sales](#)
[All IAM Applications](#)

PRODUCTS

[eSignature](#)
[Contract Lifecycle Management](#)
[Identify](#)
[Document Generation](#)
[Web Forms](#)
[All Products](#)

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ITEM REPORT

AGENDA ITEM NUMBER: VIII.J.



FROM: Nancy Moon, Community Development Director

MEETING DATE: November 18, 2024

AGENDA ITEM: SaaS Services and Subscription Agreement between Acta Solutions, Inc. and the City of Holly Springs, Georgia for the annual software renewal, in an amount not to exceed \$5,040.

EXECUTIVE SUMMARY:

This contract is for the annual renewal of an agreement between the City of Holly Springs and Acta Solutions, Inc., the software that the Community Development Department and the Records Manager utilize to send out standardized communications and links to forms and information.

FISCAL IMPACT:

\$5,040

ATTACHMENTS:

1. Acta Solutions SaaS Agreement (Holly Springs, GA)

RECOMMENDATION:

The staff recommendation is approval of the agreement.

CONCURRENCES:

City Manager
Finance Director

SAAS SERVICES AND SUBSCRIPTION AGREEMENT

This SaaS Services and Subscription Agreement (the “Agreement”) is entered into on this **th day** of (the “Effective Date”) between Acta Solutions Inc., a North Carolina corporation (the “Company”), and the Customer listed below (the “Customer”). This Agreement includes and incorporates the attached Terms and Conditions, and contains, among other things, warranty disclaimers, liability limitations and use limitations.

Customer: Holly Springs, GA	Contact: Nancy Moon
Address:	Phone: 770-345-5533
	E-Mail: nmoon@hollyspringsga.us
The “Services”: I. Personalized on-boarding process that will include support in creation of templates and guidance on installation of the solution II. Training provided to users in group and 1:1 setting on how to best leverage the solution III. Acta Mustang™, a cloud-based Outlook Add-in, that will provide department staff with: a. A bank of standardized, dynamic templates for staff to auto-populate responses to customer inquiries directly in their Outlook inboxes b. A secure web portal for centralized management of the knowledge base where Admin users can edit, organize, and maintain templates to ensure consistency of department communications c. A monthly data report to the Department Director and other leadership that includes data visualizations of customer inquiry topic distribution, customer inquiry volume, and other usage data IV. Continued technical maintenance, upkeep, and updating of the Acta Mustang™ Outlook Add-In	
Subscription Phase Term: 1/1/25-12/31/25	Subscription Phase Fees: \$420/month paid annually for a total of \$5,040, subject to the Terms and Conditions.
Service Capacity: All subscription tiers come with implementation, onboarding, and live support. There is no cap on the number of templates. There is a service capacity of 10 users for the Basic Tier.	

Acta Solutions Inc.:

Holly Springs, GA:

By: _____

By: _____

Name: **Tai Huynh**

Name: _____

Title: **CEO**

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services for Customer's internal business purposes only. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company

may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for providing Company with all necessary access and permissions required by Company to provide the Services, including, without limitation all standard permissions required by Microsoft Outlook Add-ins, including access to the read view of incoming emails while the Acta Mustang™ Add-in is open and edit access on outgoing emails that users use the Acta Mustang™ Add-in to modify prior to sending. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and created specifically for Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements,

enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) all analyses and any other associated information created or conducted by Company and including the right to aggregate and reuse all such information for any purpose, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding

anything to the contrary, Company shall have the right to collect, analyze, and aggregate 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 Company will be free (during and after the term hereof) to (i) 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 Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay

Company the then applicable fees described in the SaaS Services and Subscription Agreement for the Services in accordance with the terms therein (the "Fees"). Except as otherwise specified herein or in the SaaS Services and Subscription Agreement (a) fees based on subscriptions purchased apply whether or not the subscription is actually used, (b) payment obligations are non-cancelable and fees paid are non-refundable except as expressly stated herein, and (c) purchased quantities or amounts cannot be decreased during the relevant Subscription Phase Term stated in the SaaS Services and Subscription Agreement. Subscription fees are charged on an annual basis and due in advance. Fees and charges for other services are as indicated in the SaaS Services and Subscription Agreement. If Customer's use of the Services exceeds the Service Capacity set forth on the SaaS Services Agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Subscription Phase Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may

choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per

month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services. If any undisputed amount owing by Customer under this or any other agreement for the Services is thirty (30) or more days overdue, Company may, without limiting its other rights and remedies, suspend Services to Customer and Customer's access to the Services until such amounts are paid in full. Company will give Customer at least seven (7) days' prior written notice that Customer's account is overdue before suspending the Services to Customer and Customer's access to the Services.

4.3 Unless otherwise

stated, Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

5. TERM AND

TERMINATION

5.1 Subject to earlier

termination as provided below, this Agreement is for the Subscription Phase Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional commercial periods of the same duration as the Subscription Phase Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any

other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND

DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either

by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS", AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DOES NOT REPRESENT OR WARRANT THAT USE OF THE SERVICES WILL BE ERROR-FREE, COMPLETELY SECURE, OR UNINTERRUPTED, OR THAT THE SERVICES WILL MEET ANY OF CUSTOMER'S REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED..

7. TECHNICAL SUPPORT.

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 7:00 pm Eastern time, with the exclusion of Federal Holidays ("**Support Hours**"). Customer may initiate a helpdesk ticket during Support Hours by calling **317-677-6787** or any time by emailing **pavani@actasolutions.io**. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT

COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Unless otherwise specified, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of law's provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.K.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Estimate # 2910 from Stealth Security Services dba Stealth Video for acquiring new Cloud Storage Servers for the City's camera systems in an amount not to exceed \$15,329.00.

EXECUTIVE SUMMARY:

This upgrade to our existing city wide camera systems will provide for a true retention time frame as well as alleviate a buffering issue with too many users viewing at the same time.

This will provide cloud storage and access for all the 58 cameras in the city at this time. The one-time hardware cost is \$2,105.00 and then an annual cloud storage fee of \$13,224 (\$228.00 per camera per year).

This estimate is provided by our current camera system vendor, Stealth Video.

FISCAL IMPACT:

One-time, hardware costs \$2,105.00 and then \$13,224.00 per year.

ATTACHMENTS:

1. Estimate 2910 - Stealth Security Services dba Stealth Video

RECOMMENDATION:

The staff recommendation is approval of the estimate from Stealth Video.

CONCURRENCES:

Finance and Administration

Stealth Security Services dba Stealth Video
 225 Creekstone Rdg Ste 527
 Woodstock, GA 30188 US
 abacon@stealthvideo.com

Estimate



ADDRESS
Ron Carter City of Holly Springs P.O Box 990 Ga. Holly Springs, GA 30142

ESTIMATE #	DATE	
2910	10/08/2024	

SALES REP
 Alan Bacon

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Cloud Storage-AWS Cloud 4mp	Annual cost of Cloud Subscription per camera. Each camera will have 180 days of recorded video footage on AWS cloud. Video Footage is available via web interface from PC or Phone.	58	228.00	13,224.00T
	Cloud Server-32	32 Channel Cloud Storage Server Adapter. Uploads Video Camera images to the AWS Storage Cloud. 1TB of Back up storage due of internet outage.	1	1,259.00	1,259.00T
	Cloud Server-8	8 Channel Cloud Storage Server Adapter. Upload Video Camera to the AWS Storage Cloud. 32GB of back up storage due to internet outages. SD card expandable to 512GB	3	199.00	597.00T
	Cloud Server-16	16 Channel Cloud Server Adapter. Upload Video Camera images to AWS Cloud Storage. 32 GB of Back up Storage due to internet outage. SD card expandable to 512GB.	1	249.00	249.00T
	Cloud Service Warranty	5 Year warranty on Cloud Servers. Does not cover power surges or Vandalism of equipment.	1	0.00	0.00T
	Deposit	50 % deposit due at time estimate is approved. Camera is special order and needs 2 weeks lead time to arrive.	1	0.00	0.00T

50% Deposit amount due at approval of estimate. The balance of 50% will be invoiced at completion of project.

SUBTOTAL	15,329.00
TAX	0.00
TOTAL	\$15,329.00

Accepted By

Accepted Date

Infrastructure

Along with thousands of other major brands, the CCTV Connect cloud is hosted in Amazon Web Services (AWS). CCTV Connect currently uses two AWS data centers, one in Northern Virginia and one in Ireland. Video is stored in the nearest data center to the customer location.

AWS maintain stringent security standards including ISO 27001 and SOC 2.

Data security

Encryption: Video files are transmitted over encrypted TLS (HTTPS) and stored at rest in AWS servers using 256-bit.

Password Protection: The users' CCTV Connect account password is hashed and salted. The final hash is stored at rest in AWS servers using 256-bit AES encryption. During password verification, data is sent over encrypted TLS channels. When cameras/recorders are paired with the CCTV Connect cloud, their passwords are encrypted in transit via AES-256. They are then stored on the Cloud Adapter, encrypted using AES-128, and are never transmitted outside of the local network.

Cloud Adapter

The Cloud Adapter adds an extra layer of security, providing a software interface between local recording devices and the Internet.

The cameras or recorders communicate with the Cloud Adapter over the local network and don't need an outbound internet connection.

With CCTV Connect, no port-forwarding or router configuration is required. We use HTTPS with TLS so all video travels to and from the CCTV Connect cloud securely.

The Cloud Adapter 8 and Cloud Adapter 16 can be configured to use two network cards, and the Cloud Adapter Enterprise 32 and Cloud Adapter Enterprise 64 have a dual NIC. This allows cameras to be completely isolated on a subnet/VLAN without an Internet connection, whilst still allowing the Cloud Adapter to communicate with the Internet via the main VLAN.

The Cloud Adapter has a firewall which closes all ports that aren't completely necessary for operation. Services such as SSH are also disabled, and none of the system users allow logins.

Platform integrity

Regular updates: Continuous software updates for security improvements.

Penetration Testing: Annual external security penetration tests alongside additional internal assessments and testing.

Video integrity

Every chunk of video stored in CCTV Connect's cloud hosted in Amazon S3 has an eTag (hash). This can be used to prove that any video presented as evidence has not been tampered with and is the same as the raw video file stored in AWS.

Firewall settings

- All outbound internet connections are made over TCP port 443.
- For the local network, CCTV Connect rely on being able to talk to the camera/NVR over its HTTP and RTSP ports (typically TCP ports 80 and 554), plus UDP port 5353 for camera discovery and local DNS.
- For ONVIF discovery, UDP port 3702 is used.
- All network requests go to AWS servers, and their IP ranges can be found [here](#).
- UDP port 123 is used by NTP to set the time of the Cloud Adapter.

Operating system	Hardened Raspbian OS on Linux kernel
Cloud video specifications	H.264 encoding Other specifications vary depending on recording mode selected: SD • Live and recorded video – uses substream, 640x360, 10fps, 200kbps • Mainstream left alone for recording to local DVR/NVR (if applicable) HD • Live video – uses substream, 640x360, 10fps, 200kbps • Recorded video – uses mainstream, 1080p, 10fps, 400-600kbps (local recording to the DVR/NVR will also be set to these specifications) Up to 4K • Live video – uses substream, 640x360, 10fps, 200kbps • Recorded video – uses mainstream, up to 4K (8MP), 10fps, 1800kbps, the 16:9 or 4:3 stream with the highest resolution will be selected (local recording to the DVR/NVR will also be set to these specifications)
Cloud video security	256bit encryption in transport and at rest
Processor	Broadcom BCM2837B0, Cortex-A53 64-bit SoC @ 1.4GHz
Memory	1GB LPDDR2 SDRAM
Connectivity	• 2.4GHz and 5GHz IEEE 802.11.b/g/n/ac wireless LAN, Bluetooth 4.2, BLE • Gigabit Ethernet over USB 2.0 (maximum throughput 300Mbps) • 4 × USB 2.0 ports
Access	Extended 40-pin GPIO header
Ports	• 1 × full size HDMI • MIPI DSI display port • MIPI CSI camera port • 4 pole stereo output and composite video port
Graphics	H.264, MPEG-4 decode (1080p30); H.264 encode (1080p30); OpenGL ES 1.1, 2.0 graphics
Removable media	Micro SD
Power	• 5V/2.5A DC via micro USB connector • 5V DC via GPIO header
Operating temperature	0–50°C / 32–122°F
Local storage	32GB USB drive - video will be stored to the USB drive if there is no network connection, then once the connection is restored the video will automatically transfer to our cloud.
Local storage	32 or 64 Channel Cloud Server backup storage 1 TB.
Server Dimensions	4.01 x 2.60 x 1.10 in



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Local storage	32 or 64 Channel Cloud Server backup storage 1 TB.
Server Dimensions	1U 19-inch rack mount

ITEM REPORT

AGENDA ITEM NUMBER: VIII.L.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: November 18, 2024

AGENDA ITEM: Quote dated November 6, 2024, from Max Built Trailers for acquiring a new equipment trailer in an amount not to exceed \$6,981.00.

EXECUTIVE SUMMARY:

Public Works needs to replace the current equipment trailer due to age and being in disrepair. The current equipment trailer will be surplus and sold at the next auction.

A total of four trailer manufacturers were contacted, and only two quotes were received. One is from Max Built Trailers in Covington, Georgia for \$6,981.00 and one from Kaufman Trailers in Lexington, North Carolina for a total of \$8,220.00. Kaufman had an extra \$900.00 delivery charge that was not on the provided written quote.

We have one of the utility Max Built Trailers, that Public Works uses on a regular basis. They are very well-made and sturdy.

FISCAL IMPACT:

\$6,981.00 from SPLOST IV funds.

ATTACHMENTS:

1. Quote - Max Built Trailers
2. Quote - Kaufman Trailers

RECOMMENDATION:

Staff recommends approval of the quote from Max Built Trailers.

CONCURRENCES:

Ron Carter

From: Luis Diaz <ldiaz@maxbuilttrailers.com>
Sent: Wednesday, November 6, 2024 4:10 PM
To: Ron Carter
Subject: Re: Quote Max Built Trailers

The sale price on a 82x28 14K equipment trailer will be \$6,981.

On Wed, Nov 6, 2024 at 4:07 PM Ron Carter <rcarter@hollyspringsga.us> wrote:

Luis,

Can you go ahead and quote me out a 28' unit?

Thanks,



Ron Carter

Facilities and IT Manager

Email: rcarter@hollyspringsga.us

Phone: (770) 345-5536

City of Holly Springs

3237 Holly Springs Parkway

Holly Springs, Georgia 30115

<https://link.edgepilot.com/s/28e7f1c2/W9JbudSyl00aFFLzPbtWmw?u=http://www.hollyspringsga.us/>

MAX BUILT TRAILER SALES AND SERVICE

<https://www.maxbuilttrailers.com/>



MAX BUILT 82X28 14K



Stock #:	COV-00757	Year:	2022	Manufacturer:	MAX BUILT
Width:		Length:		Weight:	
GVWR:		# Axles:		Axle Lubrication / Type:	
Status:	In Stock	Condition:	New	Category:	Equipment Trailers
MSRP:		Subtitle:		Model:	82X28 14K
Mfr Item:	82X28 14K	Color:		GAWR:	
Store:	Covington	Brake Type:		Suspension:	
Tires:		Coupler Type:		Coupler Spec:	
Jack(s):		Deck:		Deck Height:	
Ramp/Gate:		Tail:			

URL: <https://maxbuilttrailers.com/view-detail-page/COV-00757/MAX-BUILT-82X28-14K/>

Price: \$7,375

Description



NC Quote

702 North Silver Street Ph: (336) 790-6800
Lexington, NC 27292 Fx: (336) 859-5963

Quote Order #: 848904
Quote Order Date: 11/6/2024
Salesperson: Tom Davis
Customer ID: 467746
Ship Via: ck Delivery on Hold
Terms: PO / (NET 30)

Bill To:

City Of Holly Springs / Public Works
956 Univeter Road
Canton, GA 30115

Ship To: 467746

City Of Holly Springs / Public Works
956 Univeter Road
Canton, GA 30115

Phone: 770-345-5536
Fax:
Cell:
Alt:#

GVWR 15000

Item	Description	Base Price	Options	Additional Options	Total Price	Extended Price
FDW-7K-28D	DELUXE Equipment / Wood Floor / 7k Axles / 28`	\$7090.00	\$230.00	\$0.00	\$7320.00	\$7320.00
	Bumper Pull Coupler		Adj 2-5/16" Ball	\$0.00		
	Jack		12K Drop Foot [std]	\$0.00		
	Toolbox in Tongue		Yes w/ Lockable Lid [std]	\$0.00		
	Wiring / Lights		Sealed Wiring / LEDs	\$0.00		
	Plug		7-Way RV [std]	\$0.00		
	Crossmembers		16" On Center [std]	\$0.00		
	Dovetail		2` Wood [std]	\$0.00		
	Ramps		60"x18"Self-cleaning [std]	\$0.00		
	Spring Assist Ramps		Yes [std]	\$0.00		
	102" Wide Deck Ext		NO	\$0.00		
	Fenders		Diamond Plate [std]	\$0.00		
	Removable Fenders		N/A	\$0.00		
	Tie Downs		Stake Pockets [std]	\$0.00		
	Rubrail		Yes [std]	\$0.00		
	Fork Holders		NO	\$0.00		
	Winch		NO	\$0.00		
	Tires		235/80 R16 LRE Radials	\$0.00		
	Spare		Mounted 16" LRE Radial	\$230.00		
	Paint		Black	\$0.00		
	Pinstripe		White	\$0.00		

Totals 1

Sale Amount: \$7,320.00

Tax: \$0.00

Documentation: \$0.00

Total: \$7,320.00

Please make check for freight charges of 900 payable to Trailer Delivery Service. Mail check to: Trailer Delivery Service 704B N. Silver Street Lexington, NC 27292

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Trailers

Celebrating
Over
25 Years
of Manufacturing
Quality Trailers

866-455-7444

www.KaufmanTrailers.com



High Quality Trailers Delivered Anywhere At Factory-Direct Pricing

15000 GVWR Deluxe Wood Floor Equipment Trailer - 20 ft.



\$6,190.00 Factory Direct

Our 15000 GVWR Deluxe Wood Floor Equipment Trailer is one of our best selling models! The frame is 6 in. channel with a 6" channel full length wrap around tongue, a 12,000 lb. drop foot jack and a heavy duty cast iron adjustable coupler. Running gear is 7,000 lb. four wheel brake axles with heavy duty slipper spring suspension and 235/80 R16 load range E tires. A tool box with a lockable lid, stake pockets with rub rail, and heavy gauge diamond plate fenders are all included. We beef up the ramps with 4 in. channel ramp runners and include spring assist. A dovetail helps make an easy loading angle. Trouble free lighting is assured with a US made sealed modular wiring harness and lifetime LED lighting.

Contact our customer service team today to find out how easy it is to have a 15000 GVWR Deluxe Wood Floor Equipment Trailer delivered direct to your location.

15000 GVWR Deluxe Wood Floor
Equipment Trailer - 20 ft.

1/4

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Kaufman Trailers

Celebrating
Over
25 Years
of Manufacturing
Quality Trailers

866-455-7444

www.KaufmanTrailers.com



High Quality Trailers Delivered Anywhere At Factory-Direct Pricing

Specifications

G.V.W.R.	15,000 lb.
Electrical	Sealed modular wiring harness with LED lights
Frame	6 in. Channel, with 3 in. channel cross members
Dovetail	2 ft. Dove
Upper Deck	N/A
Side Rail	N/A
Tongue	6 in. Channel wrap around
Tires	235/80 R16 LRE (3,520 lb.)
Floors	2 in. Treated Wood
Coupler	2-5/16 in. Adjustable ball coupler
Safety Chains	Heavy duty safety chains
Ramps	60 in. x 20 in. Flip up ramps. 4 in. channel ramp runners with 2x2x1/4 cleats. - with spring assist
Tie Downs	Stake pockets and Rubrail
Deck Length	20 ft. (18 ft. flat + 2 ft. dovetail)
Deck Height	26 in.
Deck Width	82 in. Between fenders
Fenders	Diamond plate fenders
Lower Deck	N/A
Brakes	All wheel electric brakes
Tailgate	N/A
Wheels	Silver or white mod (Based on stock)
Jack	12,000 lb. Drop foot jack
Axles	2-7,000 lb. e-z lube axles
Suspension	Slipper springs
Toolbox	Chain box with lockable lid standard
Finish	Primed, 2 coats of automotive grade enamel, pin striped

15000 GVWR Deluxe Wood Floor
Equipment Trailer - 20 ft.

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Available Options - Base Price Does Not Include Options

Spare tire and rim	\$230.00
Load Range G (14 ply rating) all-steel radials	\$500.00
Load Range G (14 ply rating) all-steel radial - spare tire	\$300.00
Adjustable 2-5/16 in. ball and pintle ring	\$50.00
6K Winch	\$950.00
9K Winch	\$1,250.00
20,000 GVWR Heavy Duty Package - Includes 3/7,000 lb. axles, required flat adjustable nose plate with pintle ring coupler, standard 6 in. channel frame with 5 in. channel frame doubler, 16 in. on center crossmembers, and heavy duty spring assist ramps (**Premium tire upgrade for this option requires special quote**)	\$1,800.00
No dovetail (Straight deck)	\$0.00
No ramps (Straight deck) *Special deposit required	\$-50.00
Wood lined ramps - 60 in. x 20 in.	\$200.00
Fork holders (requires measurement information)	\$200.00
5 ft. Heavy duty spring assist split gate (Capacity 13,000 lb. piece of equipment)	\$600.00

15000 GVWR Deluxe Wood Floor
Equipment Trailer - 20 ft.

3/4

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Additional Lengths

Product Number	Length	Price	Additional Info
FDW-7K-16D	16 ft.	\$6,170.00	Tongue: 6 in. Channel Frame: 6 in. Channel Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel
FDW-7K-18D	18 ft.	\$6,180.00	Tongue: 6 in. Channel Frame: 6 in. Channel Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel
FDW-7K-20D	20 ft.	\$6,190.00	Tongue: 6 in. Channel Frame: 6 in. Channel Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel
FDW-7K-22D	22 ft.	\$6,390.00	Tongue: 6 in. Channel Frame: 6 in. Channel with doubler Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel
FDW-7K-24D	24 ft.	\$6,590.00	Tongue: 6 in. Channel Frame: 6 in. Channel with doubler Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel
FDW-7K-26D	26 ft.	\$6,890.00	Tongue: 6 in. Channel Frame: 6 in. Channel with doubler Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel
FDW-7K-28D	28 ft.	\$7,090.00	Tongue: 6 in. Channel Frame: 6 in. Channel with doubler Crosspiece: 3 in. Channel Centers: 16 in. Ramp Runners: 4 in. Channel

15000 GVWR Deluxe Wood Floor
Equipment Trailer - 20 ft.

4/4

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