



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, February 24, 2025 | 6:30 PM

Ryan P. Shirley, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

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

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. PRESENTATIONS

- A. Employee Recognition - Ten Years of Service
Officer Brendan Creegan

Employee Recognitions - Five Years of Service
Kaitlyn Smykun
Sergeant Scott Staber
Corporal Brandon Boyce
Corporal James Lenahan

Employee Recognitions - One Year of Service
Officer Michael Stearnes
Officer Matthew Rice

- B. Employee Awards
2024 Employee of the Year
2024 Distinguished Service
2024 Officer of the Year
2024 Bob Fuller Leadership

- C. Arbor Day Proclamation

D. Cherokee County SS4A Safety Action Plan - Ansley Belton, AICP

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

A. February 3, 2025 City Council Meeting Minutes

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Resolution authorizing the adoption of a Vision Zero policy pursuant to the federal Safe Streets and Roads for All (SS4A) Action Plan Grant and Safety Action Plan.
- B. Ordinance to amend Chapter 66 - Streets, Sidewalks and Other Public Places of the Official Code of the City of Holly Springs, Georgia to amend Article VI - Utility Accommodations in its entirety.
- C. Resolution of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule for Public Right-of-Way Use Applications.
- D. Memorandum of Understanding between the City of Holly Springs, Georgia and the Cherokee County Board of Tax Assessors to implement procedural property tax changes outlined in HB 581.
- E. Change order number 16 from Vertical Earth, Inc. for the City of Holly Springs Town Center Parking Deck RFB # 2021-02, in an amount not to exceed \$5,126 and to ratify the City Manager's signature.
- F. Quote dated January 22, 2025, from Triad Building Solutions, LLC for the installation of 26-gauge prefinished color standing seam metal roofing with ice and water shields, 6" box style gutters, and 4" box style downspouts on Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$19,788.75.
- G. Quote #2343 dated February 4, 2025, from Ecu Builders, Inc. for the installation of fascia, soffit, and decorative brackets in towers A and B of the Holly Springs Town Center Parking Deck, in an amount not to exceed \$24,762.80.
- H. Quote #QME- COHS from ST Metal Works, Inc. for the installation of ornamental metal rails in the stairwells of Towers A and B of the Holly Springs Town Center Parking Deck, in an amount not to exceed \$67,500.
- I. Change order #1 from Summit Construction & Development, LLC for Holly Springs Parkway Widening Project, Phase III - City Hall Expanded Parking Lot (RFB# 2024-02), in an amount not to exceed \$1,117,983.10.
- J. Award the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11) to Smiles Tree & Waste Services, LLC., in an amount not to exceed

\$60,000 and authorize the Mayor to execute the agreement between the City of Holly Springs, Georgia and Smiles Tree & Waste Services, LLC.

- K. Proposal from Cook's Pest Control for monthly pest control services at the building located at 220 Stringer Road, Holly Springs, Georgia 30115
- L. Proposal from Cook's Pest Control to install a subterranean termite control Sentricon System at the building located at 220 Stringer Road, Holly Springs, Georgia 30115.
- M. Quote #1022658v1 from Encore Technology Group for the purchase of telephone equipment, in an amount not to exceed \$4,715.00.
- N. CloudVoice Service Agreement between Encore Technology Group and the City of Holly Springs, Georgia to replace the city's current telephone service.
- O. Agreement #3120298 from Great America Financial Services to renew the existing lease on two (2) multifunction copiers/printers in the Public Safety building for an additional thirty-six (36) months.
- P. Proposal #30686 from Duplicating Products concerning printing costs for two (2) multifunction copiers/printers in the Public Safety building for an additional thirty-six (36) months.

IX. REPORTS

X. ADJOURNMENT



BY THE MAYOR OF THE CITY OF HOLLY SPRINGS

A PROCLAMATION

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

WHEREAS, the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature clean the air, produce oxygen and provide habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property value, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees, wherever they are planted are a source of joy and spiritual renewal, and

NOW, THEREFORE, I, Ryan P. Shirley, Mayor of the City of Holly Springs, do hereby proclaim February 21, 2025, as Arbor Day in the City of Holly Springs and I urge all citizens to celebrate Arbor Day as to support efforts to protect our trees and woodlands; and,

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Holly Springs, Georgia, to be affixed this 24th day of February, 2025.

Ryan P. Shirley
Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Safe Streets and Roads for All (SS4A) Safety Action Plan

Holly Springs City Council
Adoption Resolution
February 24 2024



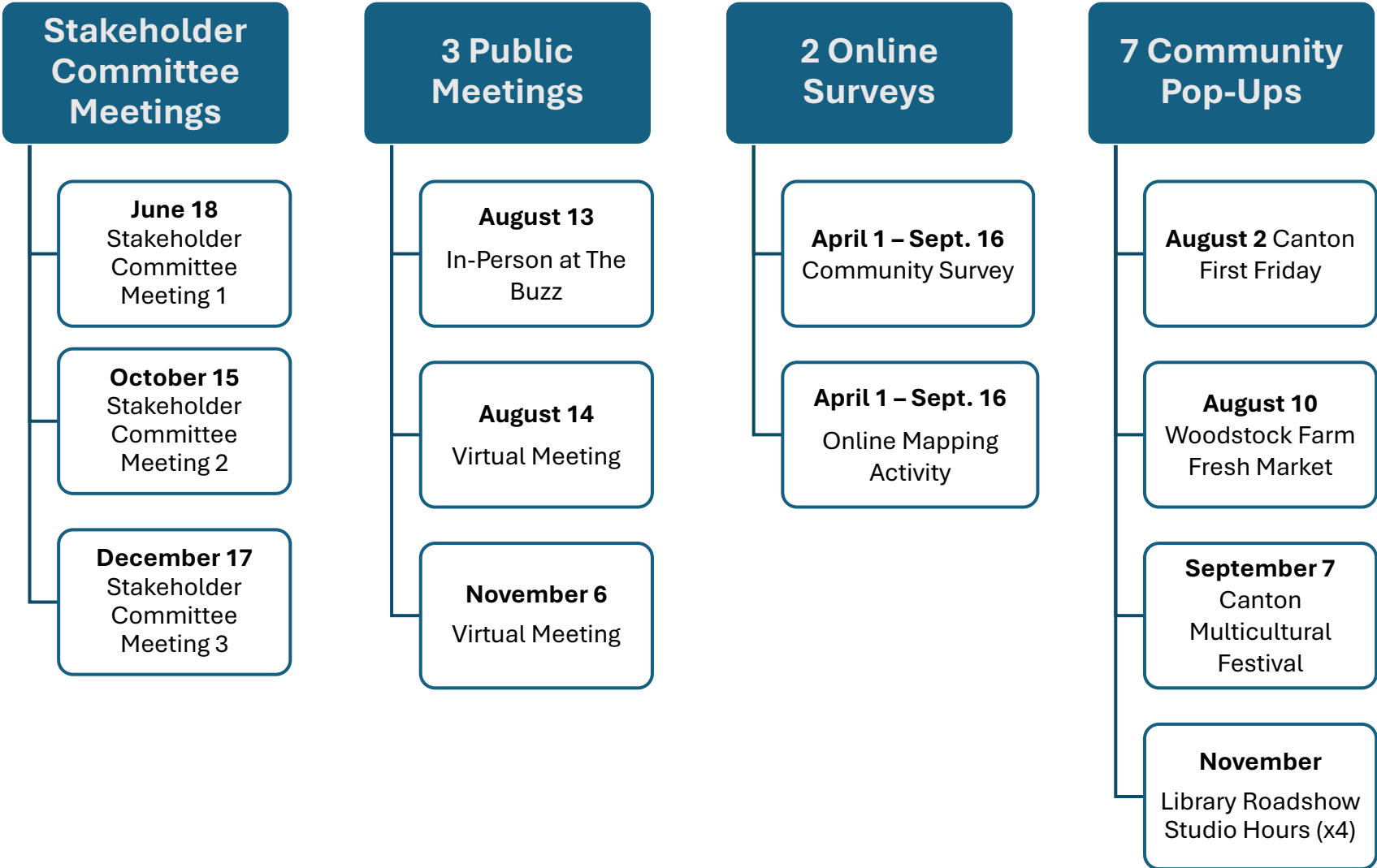
What is the Safe Streets and Roads for All (SS4A) Program?

- SS4A is a transportation safety initiative through the USDOT to enhance roadway safety and reduce traffic-related deaths nationwide.
- It follows the **Safe Systems Approach**
- **Having identified safety as a Countywide goal**, Cherokee County partnered with its municipalities on a successful grant for a SS4A Safety Action Plan.
- The Safety Action Plan makes Cherokee County and the municipalities **eligible for future implementation grants**.

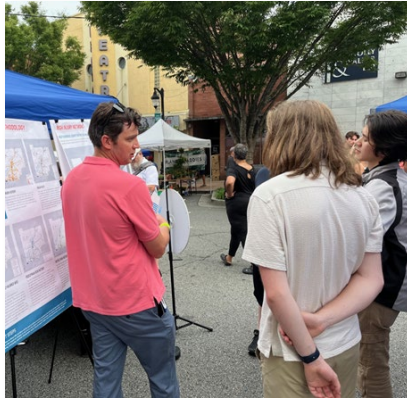
Safe Systems Approach key principles:

1. Death and Serious Injuries are Unacceptable
2. Humans Make Mistakes
3. Humans are Vulnerable
4. Responsibility is Shared
5. Safety is Proactive
6. Redundancy is Crucial

Community Engagement Summary



Public Engagement Key Takeaways



- Consistent concern about **speeding and aggressive** driving behavior on key corridors.
- Calls for **better pedestrian and bicycle infrastructure**, especially around schools and busy intersections.
- Stakeholders emphasized the need for **intersection upgrades** (signalization, roundabouts, clearer signage).
- **Education and public awareness campaigns**, coupled with stronger enforcement, were identified as priorities.
- **Collaboration across County, cities, and community partners** is seen as critical to address these safety challenges.

Input by Jurisdiction

Table 1. Community Input Themes by Jurisdiction

	ROADWAYS PERCEIVED TO BE MOST DANGEROUS	TOP TRAFFIC SAFETY CONCERNS	UNIQUE NEEDS
Cherokee County	SR 140, E Cherokee Dr, Hickory Flat Rd	speeds, curvy roads, poor visibility due to road design, lack of bike and pedestrian facilities	Enhanced safety around schools
Ball Ground	Ball Ground Hwy	speeds, lack of bike and pedestrian facilities, truck traffic	Truck bypass
Canton	Riverstone Pkwy, Mountain Vista Blvd	speeds, curvy roads, lack of sidewalks, fading crosswalks, challenging intersections	High school safety program
Holly Springs	Holly Springs Pkwy	speeds, lack of bike and pedestrian facilities, poor visibility due to road design	Desire for shared-use paths
Waleska	Reinhardt College Pkwy & Waleska Hwy	speeds, curvy roads, and poor visibility	College student safety program
Woodstock	SR 92, Trickum Rd, Arnold Mill Rd, Main St	speeds, lack of bike lanes, lighting	Connect the Noonday Creek Trail to Indian Valley

- Themes:
 - Speeds
 - Curvy Roads
 - Poor Visibility
 - Lack of Bike and Pedestrian Infrastructure

VISION ZERO

**IS NOT A SLOGAN...
NOT A TAGLINE...
NOT EVEN A PROGRAM.**

VISION ZERO IS FUNDAMENTALLY DIFFERENCE.

IT IS A PARADIGM SHIFT.

Source: Vision Zero Network

VISION ZERO & THE SAFE SYSTEM PYRAMID



Source: [*Ederer, et al*](#)

TRANSLATING THE PYRAMID TO VISION ZERO



Leadership Commitment

Leadership Commitment & Goal Setting

CHEROKEE COUNTY
AND ITS PARTNER
MUNICIPALITIES
COMMIT TO
ACHIEVING

**VISION
ZERO**

WITH A TARGET
YEAR OF
2040

Obtaining support and commitment from leadership and decision makers is an integral component of the safety action planning process. Leadership can provide the resources, political support, and the mandate to implement that is critical to the success of any safety action plan.

Cherokee County Commissioners, along with the Ball Ground, Canton, Holly Springs, Woodstock, and Waleska City Councils, have formally adopted a goal of achieving zero traffic deaths by 2040 under the SS4A leadership commitment, requiring a 5.5% annual reduction in fatalities. This unified commitment provides the high-level support, resources, and mandates necessary to implement the county's Safety Action Plan—targeting 33% of KSI crashes at key proposed project locations—and to promote broader countywide policies and programs, in alignment with Vision Zero Network principles emphasizing clear timelines and sustained leadership.

WHAT DOES THIS MEAN FOR CHEROKEE COUNTY AND ITS PARTNER CITIES?



Ongoing Engagement with the SS4A Stakeholder Committee



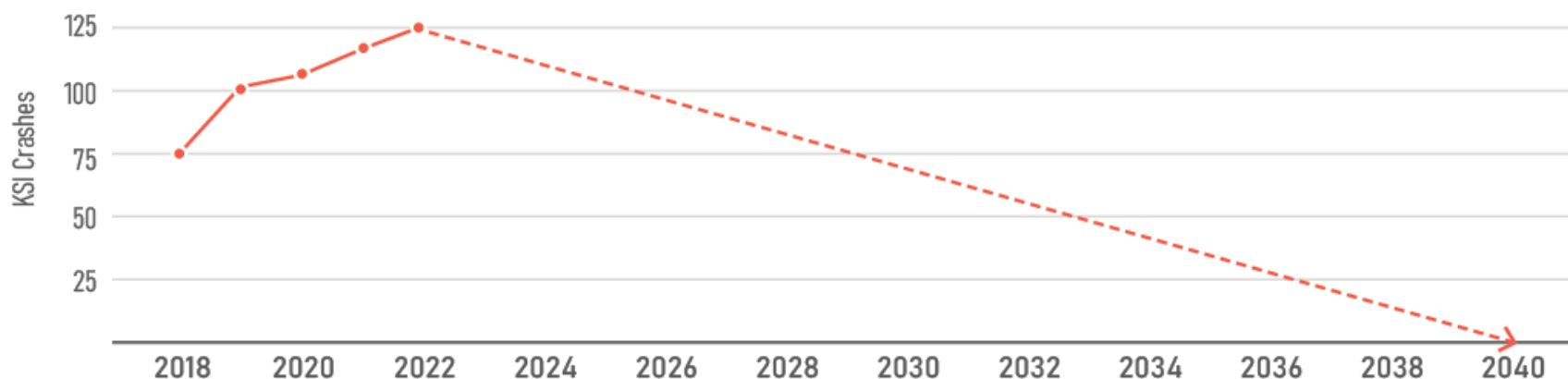
Regular Coordination across Government Departments to Align Efforts



Prioritizing Funding for Projects Identified on the High Injury Network

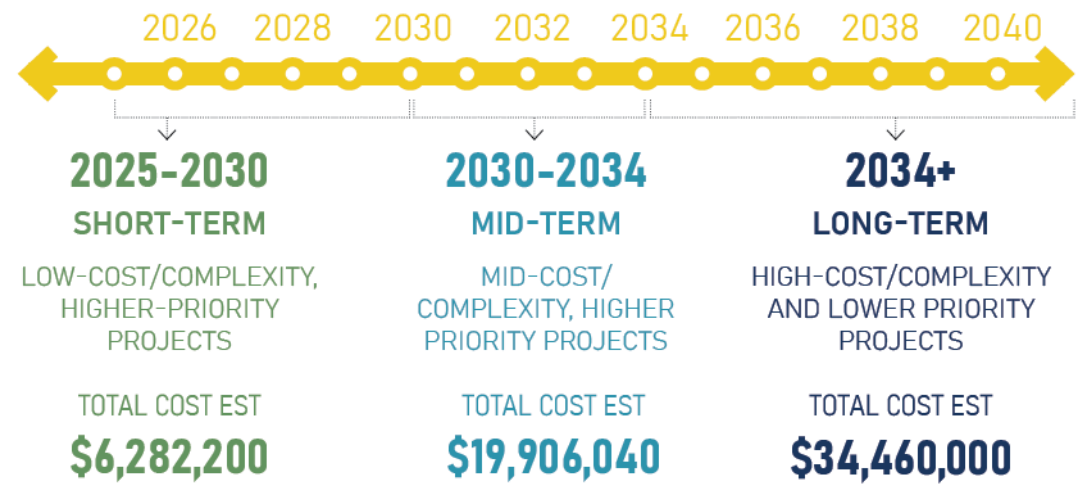


Monitoring and Reporting Progress toward Achieving the Goal

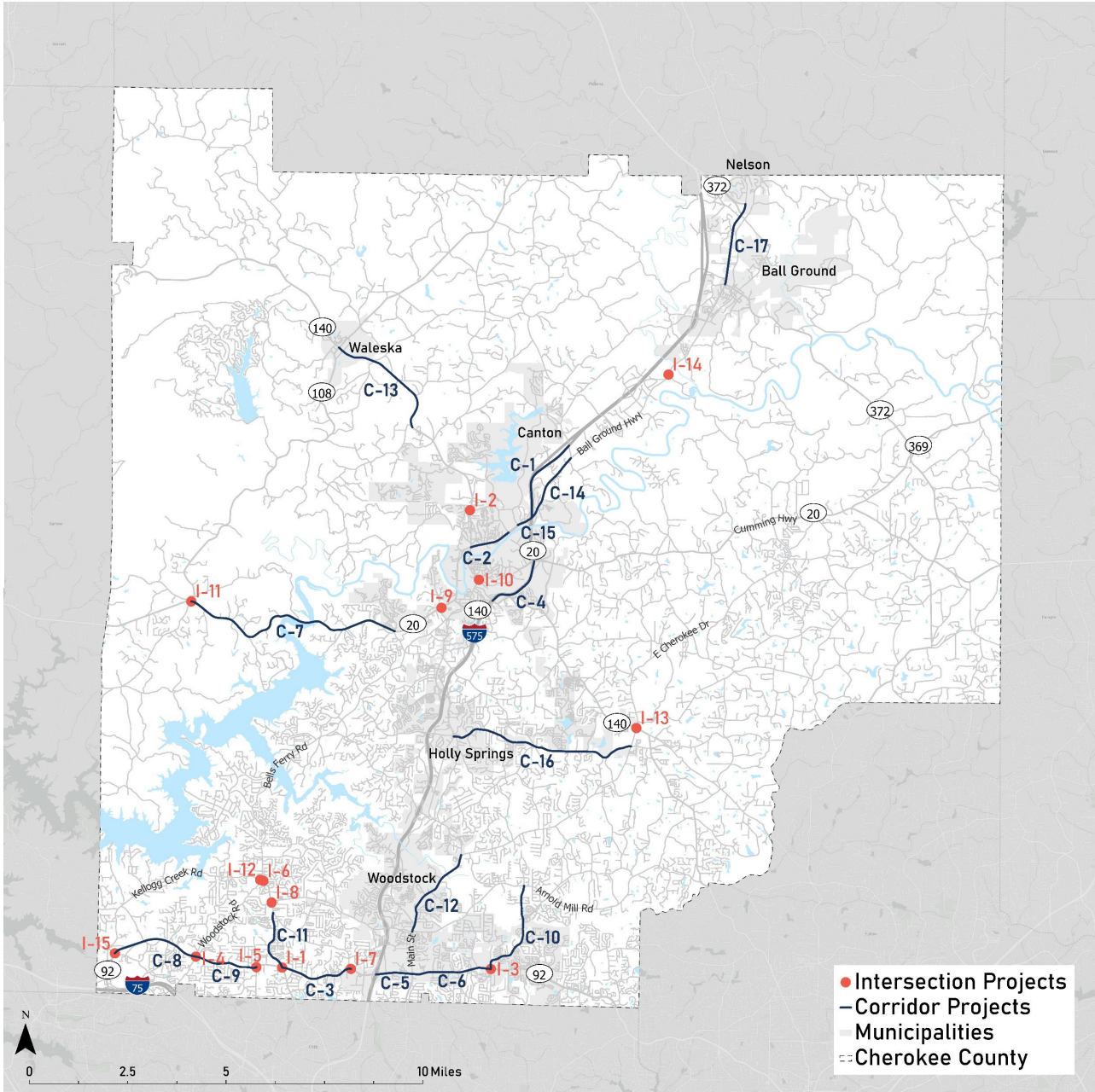


How do we get there?

Priority Project Locations



Priority Intersection and Corridor Safety Improvement Projects were developed based on data analysis and community feedback.



Example Projects / Countermeasures

Segment 16: Hickory Road from Main Street to E Cherokee Drive

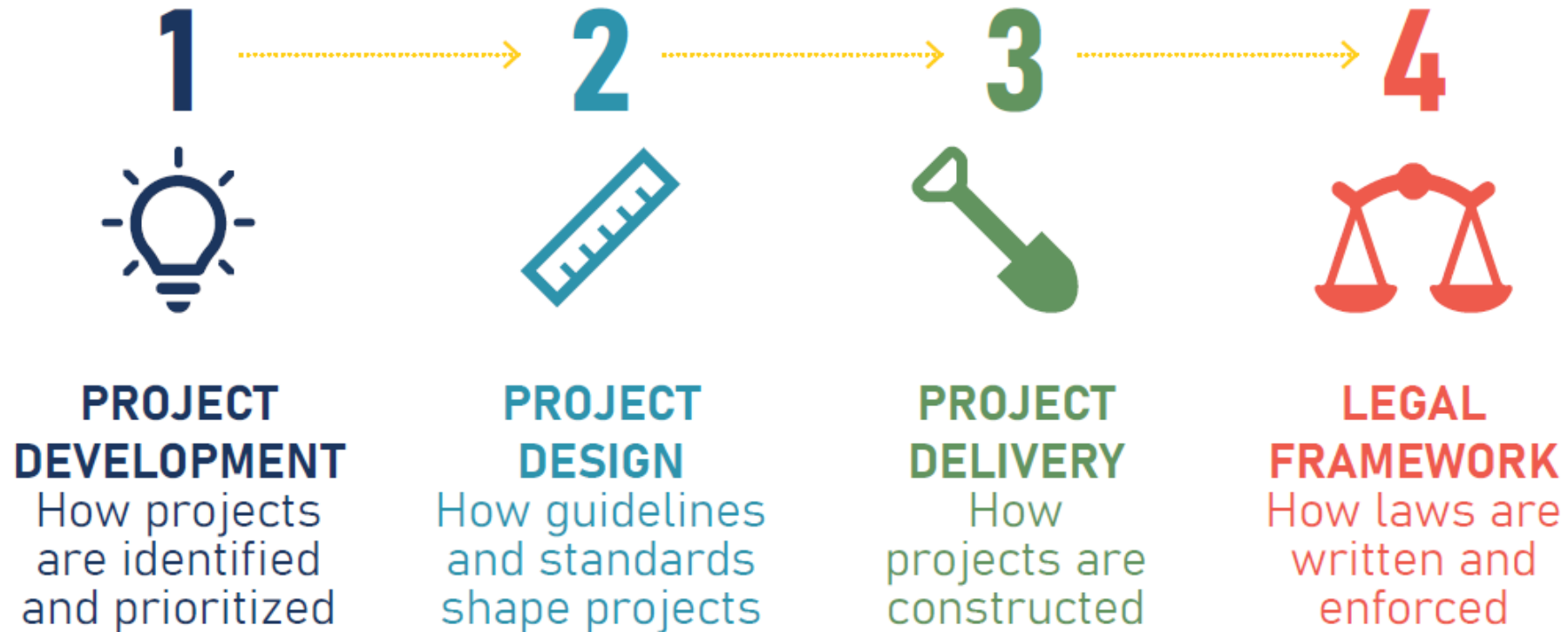
RECOMMENDATIONS

ID	Improvement Type	Location	Description	Time Frame	CRF	Planning Level Cost
1	Access Management	Field Brook Drive and Edgewater Dr and Oak Crest Road	Evaluate converting full median openings to directional openings	Mid	24%	\$270,000
2	Access Management	From Dan Rusk Driveway to Cherokee Drive	Install raised median islands in existing two-way-left-turn lane in front of Hickory Flat Elementary School to eliminate turning conflicts and potential for head-on collisions	Mid	23%	\$150,000
3	Pedestrian Crossing	Field Brook Drive, Edgewater Dr and Oak Crest Rd (three locations)	Evaluate installing pedestrian crossings with RRFBs in conjunction with median modifications to provide connection to nearby schools	Mid	69%	\$700,000
4	Pedestrian Crossing	Holly Springs Elementary entrance	Install median refuge island and supplement existing school crossing with RRFBs	Mid	14%	\$175,000
5	Pedestrian Crossing	Betty Barrett Way	Install Rectangular Rapid Flashing Beacons at multi-lane roundabout crossings	Short	-	\$30,000
6	Sidewalks	North-side: Between Stringer Road and Field brooks Drive, and between Bradshaw Estates Dr and Hickory Hills Drive	Fill in sidewalk gaps, providing connections to nearby school	Long	40.20%	\$900,000
7	Corridor Lighting	Corridor-wide, prioritized in locations near schools	Install LED corridor lighting throughout corridor using existing utility poles	Mid	37%	\$1,800,000
8	Intersection Lighting	Cherokee Drive, Hickory Road, Harmony Lake Drive, New Light Road, Main Street	Install LED lighting at all intersection quadrants	Mid	20.80%	\$500,000
9	Intersection Geometry	Cherokee Drive, Main Street, Stringer Road (3 locations)	Remove existing channelized right-turn lanes and tighten curb radii or re-build as urban smart channels.	Mid	-	\$650,000
10	Intersection Operations	Cherokee Drive, Carriage Lane, Main Street, Harmony Lake Drive, New Light, Road, Main Street	Install leading pedestrian intervals at all pedestrian movements	Short	10%	-
11	Intersection Operations	Harmony Lake Drive	Install pedestrian crossing on east leg of intersection	Mid	-	\$150,000
					Total:	\$4,205,000

There is no commitment of funding as part of the Vision Zero Adoption

Policies and Programs

The project team worked with the project stakeholder group to identify and prioritize key policy and program recommendations to reinforce an emphasis on safe systems. Priority policy recommendations were identified that relate to the following areas:



Next Steps

PlanningAtPond.com/Cherokee_SS4A



Draft Safety Action Plan to be posted on Project Website for review (Feb 19)



Adoption by Cherokee County and Partners (Feb 6 – Mar 4)



Draft Submittal to Federal Highway Administration (March)



SCAN ME

**REVIEW THE DRAFT PLAN AND
OTHER PROJECT MATERIAL**

- Safe Streets and Roads for All (SS4A)
- Safety Action Plan



**City of Holly Springs
City Council Meeting Minutes
February 3, 2025**

Elected Officials Present: Mayor Ryan P. Shirley, Mayor Pro Tem Michael Roy Zenchuk II, Councilwoman Dee Phillips, Councilman Kyle Whitaker, and Councilman Kevin Moore.

Elected Officials Not Present: Councilman Jeff Wilbur.

Staff Present: City Attorney Robert M. (Bobby) Dyer, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Finance Director Denise Lamazares, Community Development Director Nancy Moon, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Assistant City Clerk/Records Manager Lou Stewart, IT/Facilities Manager Ron Carter, Captain Mike Hales, Captain Casey Barton, Lieutenant Naveed Babar, Sergeant Mike Sheehan, Sergeant Scott Staber, Corporal Davis Snider, Corporal Brandon Boyce, Corporal Billy Greer, Officer Mike Adams, Officer Brandon Cantrell, Officer Berry Wash, Officer James Hood and Officer Eric Bastress.

I. CALL TO ORDER

Mayor Shirley called the City Council Meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Shirley led the Pledge of Allegiance.

III. INVOCATION

Mayor Pro Tem Zenchuk gave the invocation.

IV. PRESENTATIONS

- A. Employee Recognitions - Five Years of Service
Corporal Davis A. Snider
- B. Employee Recognition - Ten Years of Service
Captain Michael A. Hales
- C. Employee Recognition - Promotion
Corporal Billy Greer

V. PUBLIC COMMENTS

No public comments were made.

VI. CONSENT AGENDA

- A. January 6, 2025 City Council Meeting minutes

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

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. **MA-01-2025**, applicants, Del and Kelly Creviston, request rezoning of 0.66 +/- acres located off of Holly Street, Holly Springs, GA, tax parcel 064 of tax plat 93N00, from R-20, Single Family Residential, to GC, General Commercial.

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

- B. **ORD-1-2025**, to adopt the 2025 Official Zoning Map of the City of Holly Springs, Georgia.

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

- C. Quote #1223-004-SLAB from Plumbing on Purpose, LLC for the installation of parking deck drains and piping, installation of hose bibs, heat trace and insulate water lines, and the installation of double check valve assembly for the Holly Springs Town Center Parking Deck, in an amount not to exceed \$95,180.

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

- D. Quote from Vertical Earth, Inc. dated November 20, 2024, for the construction of reinforced concrete aprons at the Holly Springs Town Center Parking Deck, in an amount not to exceed \$50,072.

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

- E. Agreement between the City of Holly Springs, Georgia and Georgia Power Company regarding the installation of seventy-nine (79) pedestrian lampposts on the Holly Springs Parkway Widening Project, Phase II, Agreement Number LP49831, in the monthly amount of \$1,815.42.

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

- F. To Amend the Public Works Superintendent Job Description to the Public Works Director Job Description.

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

- G. Revision of the 2025 Meeting Calendar to change the June 16th City Council Meeting to June 19th due to a conflict with a Special Election.

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

- H. Policy amendment to Section 6.1 Uniforms and Dress of the City of Holly Springs Police Department Operations Manual.

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

- I. Policy amendment to Section 6.2 Grooming Standards of the City of Holly Springs Police Department Operations Manual.

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

- J. Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".

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

IX. REPORTS

- A. Monthly Departmental Reports

No comments were made on the monthly reports.

- B. 2024 Annual National Pollutant Discharge Elimination Systems (NPDES) Report

Community Development Director Nancy Moon gave a brief overview of the NPDES report.

X. ADJOURNMENT

Councilman Moore made a motion to adjourn the meeting. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Resolution authorizing the adoption of a Vision Zero policy pursuant to the federal Safe Streets and Roads for All (SS4A) Action Plan Grant and Safety Action Plan.

EXECUTIVE SUMMARY:

Resolution authorizing the adoption of a Vision Zero policy pursuant to the federal Safe Streets and Roads for All (SS4A) Action Plan Grant and Safety Action Plan to eliminate traffic fatalities and severe injuries suffered by all road users throughout Cherokee County.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution - Vision Zero Policy (SS4A)

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 AUTHORIZING THE ADOPTION OF A VISION ZERO POLICY PURSUANT TO THE FEDERAL SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN GRANT AND SAFETY ACTION PLAN TO ELIMINATE TRAFFIC FATALITIES AND SEVERE INJURIES SUFFERED BY ALL ROAD USERS THROUGHOUT CHEROKEE COUNTY

WHEREAS, Cherokee County experienced 87 roadway fatalities and 436 crashes that resulted in life-altering injuries between 2018 and 2022; and

WHEREAS, traffic deaths and serious injuries are preventable and often result from roadway designs that are ineffective in accommodating multimodal use; and

WHEREAS, a Safe System Approach to roadway safety acknowledges that humans make mistakes and therefore, roadways must be designed to minimize the impact of crashes on the human body; and

WHEREAS, Cherokee County received a federal Safe Streets and Roads for All (SS4A) Action Plan grant in 2023, and the cities of Ball Ground, Canton, Holly Springs, and Woodstock each contributed matching dollars; and

WHEREAS, Cherokee County and the cities of Ball Ground, Canton, Holly Springs, and Woodstock, as well as the populace, have a collective responsibility to contribute to a safe system; and

WHEREAS, Cherokee County and the cities collaborated with stakeholders, including major employers and nonprofit partners, to develop a data-driven and community-based Safety Action Plan over 2024 and early 2025; and

WHEREAS, public input collected during the Safety Action Plan development process provides evidence of the citizenry's desire for roadway safety improvements; and

WHEREAS, Safe Kids Cherokee County (led by Cherokee County Fire and Emergency Services) is one of over 20 local coalitions in Georgia implementing safety programs and hands-on training; and

WHEREAS, Vision Zero is a holistic strategy aimed at eliminating all traffic fatalities and severe injuries suffered by all road users while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, streets and transportation systems have traditionally been designed primarily to move cars efficiently, and Vision Zero supports a paradigm shift by designing streets and transportation systems to move all people safely, including people of all ages and abilities, pedestrians, bicyclists, public transit users, and motorcyclecyclists, as well as drivers and passengers of motor vehicles; and

WHEREAS, Cherokee County must manage population growth and development to ensure that growth does not put undue burden on the existing roadway network and increase safety risk; and

WHEREAS, the Cherokee County population is aging, and as such, specific initiatives for older driver safety are needed; and

WHEREAS, Vision Zero resolutions have been adopted by many jurisdictions across the United States; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Holly Springs, Georgia, that:

1. City of Holly Springs joins the Vision Zero movement by committing to a goal of zero deaths and serious injuries that are a result of roadway crashes in Cherokee County by 2040.
2. City of Holly Springs commits to safer streets for all users, including drivers, pedestrians, cyclists, transit users, and individuals utilizing various modes of transportation.
3. City of Holly Springs commits to continued collaboration with neighboring jurisdictions and other partners to advance projects identified by the Safety Action Plan.
4. City of Holly Springs commits to monitoring and reporting on progress toward the Vision Zero goal.

The City Clerk shall certify the adoption of this Resolution, effective immediately, by the Mayor and City Council.

This Resolution is adopted this 24th day of February, 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Ordinance to amend Chapter 66 - Streets, Sidewalks and Other Public Places of the Official Code of the City of Holly Springs, Georgia to amend Article VI - Utility Accommodations in its entirety.

EXECUTIVE SUMMARY:

Ordinance to amend Chapter 66 - Streets, Sidewalks and Other Public Places of the Official Code of the City of Holly Springs, Georgia to amend Article VI - Utility Accommodations in its entirety.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. ROW Utility Permit Ordinance

RECOMMENDATION:

The staff recommendation is approval of the ordinance.

CONCURRENCES:

City Manager

AN ORDINANCE TO AMEND CHAPTER 66 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES OF THE OFFICIAL CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA; TO AMEND ARTICLE VI – UTILITY ACCOMMODATIONS IN ITS ENTIRETY, TO ESTABLISH REQUIREMENTS FOR THE USE OF PUBLIC AND PRIVATE UTILITIES WITHIN THE RIGHTS-OF-WAY; TO ADMINISTER AND REGULATE THE USE OF PUBLIC ROADS, HIGHWAYS, AND RIGHTS-OF-WAYS MAINTAINED BY THE CITY; TO PROVIDE FOR DUE COMPENSATION FOR USE OF CITY PUBLIC ROADS, HIGHWAYS, AND RIGHTS-OF-WAY; TO CREATE LIABILITY ON THE HOLDER OF RIGHT-OF-WAY LICENSES; TO PROVIDE AUTHORITY TO THE CITY TO REQUIRE RELOCATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Section 1.04(a)(11) of the Charter of the City of Holly Springs (“City”), the City is empowered to regulate roadside areas, including rights-of-way; and,

WHEREAS, pursuant to O.C.G.A. §25-9-11 et seq. effect of chapter upon rights, powers, etc., of state, counties or municipalities concerning facilities located on public road or street rights-of-way, relating to blasting and excavating operations by utilities; and,

WHEREAS, pursuant to O.C.G.A. §36-34-2 (7) (A) et seq. allows municipal governments the power to grant franchises to or make contracts with public utilities for the use and occupancy of the streets of the city, for the purpose of rendering utility services; and,

WHEREAS, pursuant to O.C.G.A. §36-66C-1 et seq. relating to streamlining wireless facilities and antennas; and,

WHEREAS, pursuant to O.C.G.A. §36-76-1 et seq. known as the “Consumer Choice for Television Act” of 2007 the city retains regulatory powers over certain activity of cable and video providers with respect to public rights-of-way within or belonging to the city; and,

WHEREAS, pursuant to O.C.G.A. §46-5-1 et seq. telephone companies shall comply with all applicable local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights-of-way that are reasonable, nondiscriminatory, and applicable to all users of the public rights-of-way within or belonging to the City; and,

WHEREAS, the City desires to establish reasonable nondiscriminatory regulations for the installation construction, maintenance, renewal, removal and relocations of utility facilities that are not more restrictive than equivalent regulations promulgated by the Rules of the Georgia Department of Transportation with respect to Chapter 672-11;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Mayor and Council of the City of Holly Springs, Georgia as follows:

The Code of Ordinances, Chapter 66 – Article VI entitled “Utility Accommodations” of the City of Holly Springs, Georgia is hereby amended, in its entirety as follows:

Article VI – Utility Accommodations

Section 66-141. - DECLARATION OF PURPOSE, DEFINITIONS, AUTHORITY AND SCOPE

(A) Purpose. This ordinance prescribes the minimum requirements for the accommodation of public and private utilities within the City’s Rights-of-Way.

(B) Definitions. The following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

1. Broadband Services means a wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than twenty-five (25) megabits per second in the downstream direction and at least three (3) megabits per second in the upstream direction to end users and in combination with such service provides:
 - (a) Access to the internet; or
 - (b) Computer processing, information storage, or protocol conversion.
2. City means the City of Holly Springs, Georgia;
3. Director means the Community Development Director of the City of Holly Springs, Georgia, or his or her designee;
4. Codified Ordinances means all applicable Codified Ordinances of the City of Holly Springs, Georgia;
5. Construct means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construction shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the right-of-way;
6. Construction means, but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the right-of-way;

7. Emergency means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property;
8. Facility or facilities means any tangible thing, including but not limited to pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology of any utility in, on, along, over, or under any part of the rights-of-way within the city;
9. Facilities Representative(s) means the specifically identified agent(s)/employee(s) of a utility who are authorized to direct field activities of that utility and serve as official notice agent(s) for facilities related information. utility shall be required to make sure at least one (1) of its facilities representatives is available at all times to receive notice of, and immediately, direct response to, facilities related emergencies or situations;
10. FCC means the Federal Communications Commission or any successor thereto;
11. Permit means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any right-of-way, and which may be subject to conditions specified in a written agreement with the city or in a related provision of this Code of Ordinances;
12. Right(s) of Way means the surface and space in, on, above, within, over, below, under or through any real property in which the city has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the city, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing facilities. The term “rights-of-way” shall not include buildings, parks, bridges, rivers, tunnels, viaducts, conduits or other public property or easements that have not been dedicated to compatible uses, except to the extent the use or occupation of such property is specifically granted in a permit or by law. The term “rights-of-way” shall not include private easements or public property, except as set forth in this definition or to the extent the use or occupation of public property is specifically granted in a written approval of registration.
13. Service(s) means the offering of any service by a utility for a fee or rate directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a utility between two or more points for a proprietary purpose to a class of users other than the general public;

14. Service Agreement means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the city or state pursuant to law and accepted by a utility or entered into by and between the city and a utility, which allows such utility to operate or provide service within the geographic limits of the City;
 15. Street or Streets means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, and tunnels of the city within the geographic limits of the city, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof;
 16. Utility or utilities means all privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, broadband services, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, utility, service, contractor or subcontractor, or any agent thereof, of any above-described utility or utility facility.
- (C) Authority. Pursuant to O.C.G.A. §32-4-92(a)(10), the city may grant permits and establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances of any utility in, on, along, over, or under any part of its municipal street system and of a county road system lying within its municipal limits. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights-of-way.
- (D) Scope. The provisions of this ordinance shall apply to all utilities and facilities occupying the rights-of-way as provided herein.

Section 66-142 CONSTRUCTION PERMITS REQUIRED

- (A) Permit Required. It shall be unlawful for any utility to excavate or to construct, install, maintain, renew, remove or relocate facilities in, on, along, over, or under the public streets of the city without a utility permit from the Community Development Department in accordance with the terms of this Ordinance.
- (B) Permit Procedure. Utility permits shall be obtained from the Director (or such other person as the city Manager may designate) upon application made on forms prescribed by the Community Development Department. The written application shall include the following:
1. The name and physical address of the utility;
 2. The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed Facility or operations as described in the Permit application. The plans shall show

the size or capacity of facilities to be installed; their relationship to Street features such as right-of-way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the Street and its operation;

3. The name and address of the person or firm who is to do such work;
4. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more facilities representative(s);
5. The projected dates for the work to be started and finished;
6. An indemnity bond or other acceptable security in an amount to be set by the city to pay any damages to any part of the city street system or other city property or to any city employee or member of the public caused by activity or work of the utility performed under authority of the permit issued;
7. A copy, if requested, of the registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements; and
8. A copy, if requested, of the service agreement, if applicable or other legal instrument that authorizes the utility to use or occupy the right-of-way for the purpose described in the application.

(C) Permit Fees. Fees shall be determined by the city, subject to the approval by resolution of the City Council. A fee schedule shall be available at the offices of the Director and the City Clerk and open for public inspection.

(D) Issuance of Permit. If the Director determines the Applicant has satisfied the following requirements, the Director may issue a permit.

1. Whether issuing of the approval will be consistent with this ordinance; and
2. Whether Applicant has submitted a complete Application and has secured all certificates and other authorizations required by law, if applicable, in order to construct facilities in the manner proposed by the Applicant; and
3. The impact on safety, visual quality of the streets, traffic flow, and other users of the right-of-way and the difficulty and length of time of the Project, construction or maintenance.

(E) Emergency Situations.

1. Each utility shall, as soon as reasonably practicable, notify the city of any event regarding its facilities which it considers to be an emergency. The utility may proceed to take whatever actions are necessary in order to respond to the emergency. A utility who engages in an emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.

2. In the event that the city becomes aware of an emergency regarding utility facilities, the city may attempt to contact the affected utility or facilities representative. The city may take whatever action it deems necessary in order to respond to the emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the facilities. The city shall not incur any liability to the utility, for such emergency actions, and the cost of such shall be paid by each utility affected by the Emergency.

(F) Effective Period of Permit.

1. Each permit shall have a set commencement and expiration date based on information provided in the applicant's permit application.
2. The Permit shall remain in place until construction is completed or until its expiration date unless the utility is in default. The Director may give written notice of default to a utility if it is determined that a utility has:
 - a. Violated any provision or requirement of the issuance or acceptance of a permit application or any law of the city, state, or federal government;
 - b. Attempted to evade any provision or requirement of this Ordinance;
 - c. Practiced any fraud or deceit upon the city; or
 - d. Made a material misrepresentation or omission of fact in its permit application.

(G) Cancellation for Cause. If a utility fails to cure a default within twenty (20) calendar days after such notice is provided to the utility by the city, then such default shall be a material breach, and the city may exercise any remedies or rights it has at law or in equity to terminate the permit. If the Director decides there is cause or reason to terminate, the following procedure shall be followed:

1. City shall serve a utility with a written notice of the reason or cause for proposed termination and shall allow a utility a minimum of fifteen (15) calendar days to cure its breach.
2. If the utility fails to cure within fifteen (15) calendar days, the city may declare the permit terminated.

(H) Expiration of Permit. If work has not commenced within six (6) months of the date of issuance, the permit will automatically expire.

(I) Insurance and Bonding Requirements:

1. Any person seeking to obtain a right of way license shall provide proof of insurance or self-insurance to the Community Development Director of the city. Such insurance shall cover all work done by such person upon, under, along, and over the public roads and highways and rights-of-way located within the municipality and shall be maintained during all periods such work is being done.

2. If deemed necessary, the city may require any person seeking to obtain a right of way license to provide a surety bond before issuance of the license. Such bond shall cover all work done by such person upon, under, along, and over the public roads and highways and rights-of-way located within the municipality and shall be maintained during all periods such work is being done.
3. In situations where the city requires the person to provide a surety bond, the person shall deposit with the Director a surety bond in an amount determined by the Director to be sufficient to ensure satisfactory completion of the work from a surety company authorized to do business in Georgia and fulfillment of the warranty provided for herein and in a form approved by the city attorney. Said bond shall guarantee completion to the satisfaction of the city of all excavation and street restoration work required by this chapter and by the conditions of the license within the time limits set on the license. Said bond shall further guarantee that all excavation and street restoration work shall be free from settling and defects in workmanship or materials for a period of two years after the date said work is completed and accepted by the city. The bond shall be conditioned to protect and save harmless the city and the city Council from all claims and damages for cleaning or repairing any damage by the person and will be used to reimburse the city for any cost incurred to clean or repair city roads or rights-of-way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license.
4. In instances where the city has required a surety bond under paragraph (a) of this section, the person may opt to secure their right of way license by providing an irrevocable bank letter of credit.
5. Such bond or irrevocable letter of credit shall protect the city against any damage caused by such person or firm, tendering the surety bond or letter of credit, or any agent, employee or contractor or said person or firm and will be used to reimburse the city for any cost incurred to clean or repair city roads or rights-of-way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license. The person responsible for operations under the right-of-way license will be given notice of the damage and allowed 72 hours to restore the road and right of way to a safe and operable condition as determined by the Director and the City Manager. All repairs, material used, and final releasing condition shall be approved and accepted by the Director and the City Manager.
6. The bond or letter of credit may be released by the municipal governing authority of the city upon notification of completion by the person or firm obtaining the right of way license and only upon final inspection of the sites and all affected right of ways and city roads. The bond or letter of credit may be retained against future or continuing operations by the person in the city.

7. A surety bond shall be issued by a surety acceptable to the city, and shall contain the following endorsement:
 "This bond may not be canceled or allowed to lapse until thirty (30) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
8. The municipal governing authority may require verification of continuing coverage as needed.

Section 66-143 REQUIRED MINIMUM STANDARDS

(A) Utility Accommodation Policy and Standards Manual. The Georgia Department of Transportation ("GDOT") 2016 Utility Accommodation Policy and Standards manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, , promulgated by GDOT , as may be amended from time to time is hereby adopted by reference and incorporated in the article as if fully set forth herein, subject to the amendments and modification contained in this Ordinance . A copy of the manual shall be maintained at the offices of the Director or his designee and open for public inspection. Any conflicts between the provisions of this ordinance and the manual shall be resolved in favor of the manual. References to State personnel, agencies, and fees shall be interpreted, where required, as meaning the City of Holly Springs municipal equivalents

(B) Protection of Traffic and Roadway. Unless specifically in the Permit, no utility may occupy the city rights-of-way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the city from reasonably maintaining the streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the facilities do not jeopardize the traffic, street structure, other users of the right of way or the right of way itself or otherwise cause issues related to life, health, or safety of a person, or of significant damage or loss of real or personal property.

(C) Grading: If the grades or lines of any street within the right of way are changed at any time by the city during the term of the permit and this change involves an area in which the utility's facilities are located, then the utility shall, at its own cost and expense and upon the request of the city upon reasonable notice, protect or promptly alter or relocate the facilities, or any part thereof, so as to conform with such new grades or lines. In the event the utility refuses or neglects to so protect, alter, or relocate all or part of the facilities, the city shall have the right to break through, remove, alter, or relocated all or any part of the facilities without any liability to the utility and the utility shall pay to the city the costs incurred in connection with such breaking through, removal, alteration, or relocation.

(D) Installation of Poles and Other Wire Holding Structures and Relocation. Unless otherwise provided in a valid service agreement, no placement of any pole or wire holding structure of the utility is to be considered a vested interest in the right-of-way, and such poles or structures are to be removed, relocated underground, or modified by the utility at its own expense whenever the city determines that the public convenience would be enhanced thereby. The facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.

(E) No utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating facilities unless and until the utility planning the blasting or excavating has given forty-eight (48) hours' notice by submitting a locate request to the Georgia 811, beginning the next working day after such notice is provided, excluding hours during days other than working days.

Section 66-144 RESTORATION OF PROPERTY

(A) Each utility shall be responsible for the cost of repairing any facilities in the rights-of-way and adjoining property or other facilities which it or its facilities damage.

(B) A utility shall be liable, at its own cost and expense, to replace, restore or repair, any Street, facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of facilities to a condition as good as or better than its condition before the work performed by the utility that caused such disturbance or damage. If the utility does not commence such replacement or repair after twenty (20) calendar days following written notice from the city, the city or the owner of the affected structure or property may make such replacement or repair and the utility shall pay the reasonable and actual cost of the same.

Section 66-145 INSPECTION

(A) The utility shall make the Construction site available to the Director and to all others as authorized by Law for inspection at all reasonable times during the execution and upon completion of the construction.

(B) At any time, including the time of inspection, the Director may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Ordinance or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.

(C) When the construction under any permit is completed, the utility shall notify the Department.

Section 66-146 OTHER APPROVALS, PERMITS AND AGREEMENTS

(A) Additional Permits Required. The utility shall obtain all construction, building or other permits or approvals as according to city ordinance, state or federal law. In addition, a Permittee shall comply with applicable laws, shall complete work in a way as to not cause any unnecessary or unauthorized obstructions of sidewalks, streets, waterways or railways, and is responsible for all work done in the rights-of-way regardless of who performs the work. No rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an emergency as outlined in Article VI, Section 66-142 (E).

Section 66-147 PENALTIES

(A) Every utility convicted of a violation of any provision of this Ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits. This shall include the right to stop work which is in violation of this ordinance, or other applicable provisions of the city's Code and state law.

(B) A utility constructing within the rights-of-way without permission or a Permit is considered criminal trespassing. This covers not only buildings but also land, vehicles, and watercraft. Generally, unauthorized entry is considered criminal trespass, which is charged as a misdemeanor, punishable in accordance with applicable law.

Section 66-148 AESTHETIC STANDARDS

(A) The city finds it is in the best interest of the city and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the public rights-of-way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the city and to reasonably manage and protect the public rights-of-way and its uses in the city. All standards in this section are based upon the written determinations of the city so long as such determinations are in compliance with federal and state laws, rules, and regulations.

(B) The objective of this Section is to ensure use of the public rights-of-way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.

(C) This Section applies to all requests to locate facilities in the rights-of-way and ongoing use of the rights-of-way for such facilities.

(D) Placement or modification of facilities in the right of way shall comply with this Section at the time the permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with city code and applicable law and regulations.

(E) Facilities Standards.

1. Facilities must be compatible in size, mass, and color to similar facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.

2. Facilities in Planned Development Commercial (PDC), Planned Development Office and Institutional (PDO), and Planned Development Residential Districts (PDR), and Traditional Neighborhood Development Districts (TND) shall be visually and architecturally integrated with PDR and TND areas and shall not

interfere with prominent vistas or significant public view corridors within those areas.

3. Facilities must be located in alignment with existing trees and/or facilities.

4. Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

(F) Undergrounding. Except as provided in 4.1 and 4.2, facilities shall be installed underground in PDR and TND areas so long as placement underground will not materially impact the provision of service. Any individual requesting to locate facilities above ground in PDR and TND areas has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question.

(G) Model Zoning Districts. Facilities installed in the Holly Springs Town Center, Harmony on the Lakes Neighborhood Preservation, Holly Springs Parkway, Hickory Road, East Residential, and West Residential Districts of the city shall conform to the provisions of Article 19 of the Holly Springs Zoning Ordinance.

(H) Camouflaging. Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:

1. It is not possible or desirable to match the design and color of facilities with similar facilities in the same zoning area, as required under E. Facilities Standards; or;
2. Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the city.

(I) Concealment. Facilities shall incorporate specific concealment elements to minimize visual impacts.

(J) Preferred Locations:

1. Unless otherwise provided by applicable law, facilities shall, to the extent that it is reasonable, be located in the following areas of the city: (i) Light Industrial Districts; (ii) Interstate Interchanges; and (iii) General Commercial Districts. These areas are identified in terms of priority, meaning Light Industrial Districts are the most preferred location, followed by Interstate Interchanges, etc.
2. Facilities may be located outside areas identified in (a) if: (i) facilities must be placed outside of the areas identified in (a) in order to maintain existing services, improve services, or new service can only be provided if facilities are placed in areas located outside of those identified in (a); or (ii) the proposed facilities will meet all applicable requirements for the non-preferred location and will complement the character of the zoning area.

(K) Installation and Modification Standards. Installation of new facilities in, on, along, over, or under the rights-of-way or modification of existing facilities in, on, along, over, or under the rights-of-way shall:

1. Minimize risks to public safety;
2. Ensure that placement of facilities on existing structures is within the tolerance of those structures;
3. Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the right of way;
4. Ensure that the city bears no risk or liability as a result of the installations or modifications; and
5. Ensure that use of the rights-of-way does not inconvenience the public, interfere with the primary uses of the public rights-of-way, or hinder the ability of the city or other government entities to improve, modify, relocate, abandon, or vacate the right of way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right of way.

(L) Plans for Use. No facilities shall be placed in, on, along, over, or under the public rights-of-way unless: (i) there are immediate plans to use the proposed facility; or (ii) there is a contract with another party that has immediate plans to use the proposed facility.

(M) Contact Information. Every facility placed in the rights-of-way shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number and also provides a local or toll-free telephone number to contact the facility owner's operations center.

Section 66-149 FIBER INSTALLATION FEE AND BROADBAND SERVICE COMPENSATION

(A) Permits for fiber installations. In accordance with O.C.G.A. § 46-5-1(b)(19)(B) there will be a one hundred dollars (\$100) Permit fee for any new Permit issued for fiber installations.

(B) Compensation for Broadband Services. In accordance with O.C.G.A. § 46-5-1(b)(19)(A), any telephone companies that provide Broadband Services to any location within the geographic limits of the city, payment at the rate of five cents (5¢) per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any Broadband Services to any location within the geographic limits of the city, payment at the rate of nineteen cents (19¢) per linear foot annually shall be considered the payment of due compensation.

Section 66-150 OTHER PROVISIONS

(A) Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or administrative

agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(B) Reservation of Regulatory and Police Powers. The city by issuing a permit under this Ordinance , does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the city under the Constitution and Laws of the United States, State of Georgia and the City Charter, and under the provisions of the city's codified ordinances to regulate the use of the rights-of-way. The utility by applying for and being issued a written Permit, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the city, shall be in full force and effect and subject to the exercise thereof by the city at any time. A utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws enacted by the city pursuant to such powers. All utilities shall comply with city zoning and other land use requirements pertaining to the placement and specifications of facilities.

(C) Compliance. No Person shall be relieved of its obligation to comply with any of the provisions of this Ordinance by reason of any failure of city to enforce compliance.

(D) Appeal of Administrative Decisions. All appeals provided for by this Ordinance and any notification to the city required by this Ordinance shall be in writing and sent via certified mail to the Director as specified in this Ordinance.

(E) Ordinance Headings. Chapter headings are for convenience only and shall not be used to interpret any portion of this Ordinance.

Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Holly Springs.

SO ORDAINED this 24th day of February 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(SEAL)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule for Public Right-of-Way Use Applications.

EXECUTIVE SUMMARY:

Resolution of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule for Public Right-of-Way Use Applications. In accordance with State Law 36-66C-5 Wireless Providers are required to pay application fees. The fees listed increase by two and one-half percent (2.5%) annually every January 1st.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution - Master Fee Schedule Amendment
2. Public Right-of-Way Use Permit Increases
3. GMA Telecommunication Right-of-Way Management Services

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

Finance and Administration

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

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

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

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

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

This Resolution is adopted this 24th day of February 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Amend the following:

Exhibit “A”

Public Right-of-Way Use Permit

Type of Application and Permit	Fee
Moving a Structure	\$100
Wireless Facilities and Antennas (O.C.G.A. 36-66C-5)	
Application	
Collocation of a small wireless facility	\$113.14
Replacement Pole	\$275.95
New Pole	\$1,103.81
Annual Right of Way Occupancy Rate (O.C.G.A. 36-66C-5)	
Collocated existing or replacement pole	\$113.14
New Pole	\$226.28
Attachment Rate	\$45.25 each

Public Right-of-Way Use Permit

Type of Application and Permit	2024 Fee	2.5% Increase-2025 Fee
Moving a Structure	\$100	
Wireless Facilities and Antennas (O.C.G.A. 36-66C-5)		
Application		
Collocation of a small wireless facility	\$110.38	\$113.14
Replacement Pole	\$269.22	\$275.95
New Pole	\$1,076.89	\$1,103.81
Annual Right of Way Occupancy Rate (O.C.G.A. 36-66C-5)		
Collocated existing or replacement pole	\$110.38	\$113.14
New Pole	\$220.76	\$226.28
Attachment Rate	\$44.15 each	\$45.25 each

Rob Logan

From: Donna Forman <dforman@gacities.com>
Sent: Monday, September 11, 2023 2:27 PM
To: Donna Forman
Cc: Darin Jenkins
Subject: TRM Program Members - on Behalf of Darin Jenkins



MEMORANDUM

To: Telecommunication Right of Way ("ROW") Management ("TRM") Service Members
From: Darin Jenkins, Director of Corporate Engagement
Date: September 11, 2023
Re: Due Compensation

As a service provided to subscribing TRM members, we are contacting you to determine if your city or county is receiving compensation from small cell, telecommunication and cable/video providers in a timely manner in accordance with state law. Each provider is required to compensate cities and counties for use of the ROW in accordance with State law or in some cases a local cable franchise. Most payments are due within thirty (30) days following the end of the preceding quarter and the applicable state statutes provide local governments procedural steps to protect the public's interest if due compensation has not been timely remitted. The following represent the amounts due and deadlines for payments to be received:

Small Cell Application, Right of Way Access and Attachment Fees

In accordance with State Law (36-66C-5) Wireless Providers are required to pay application fees as follows:

- Application fee to collocate on an existing pole up to \$107.69 per small cell facility.
- Application fee for replacement of a pole with small wireless facility up to \$269.22 per pole.
- Application fee for the installation of a new pole with small wireless facility up to \$1,076.89 per pole.

Application fees should be collected prior to the issuance of a permit.

The annual Right of Way access fee per small cell wireless facility installed in the ROW is as follows:

- The ROW access rate for small wireless facility collocated on an **existing or replacement pole**, \$107.69 per year per small cell wireless facility;

- The ROW access rate for a **new pole** with a small wireless facility, \$215.38 annually per pole, and
- The Attachment rate for a small cell wireless facility attached to an **authority owned pole**, \$43.08 per year per small wireless facility.

The rates and fees listed above increase by two and one-half percent (2.5%) annually every January 1st.

Fiber and Telecommunication Payments

In accordance with O.C.G.A. § 46-5-1 as amended, all telephone companies are required to compensate cities for use of the ROW. The amount of compensation depends upon if the telephone company is providing service to retail or wholesale customers. If the company has a retail end use customer who receives services such as telephone services, the compensation for the City is three percent (3%) of the service revenues received by such company from its retail end user customers. Effective January 1, 2023, for telephone companies that provide any broadband services to any location within the boundaries of a municipal authority, payment at the rate of five cents (5¢) per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any broadband services to any location within the boundaries of a municipality, payment at the rate of nineteen cents (19¢) per linear foot annually shall be considered the payment of due compensation. Telephone companies are required to remit due compensation directly to each affected municipality within thirty (30) calendar days after the last day of each calendar quarter. **For example, due compensation for the quarter ending June 30, 2023 was due July 30, 2023.**

In addition to the annual rate described herein, due compensation may also include a one-time permit application processing fee not to exceed one hundred and no/100 dollars (\$100.00); however, this fee will not apply to any telephone company that is paying a city due compensation at the rate of three percent (3%) of the service revenues received by such company from its retail end user customers.

Cable/Video Payments

In accordance with a State Issued Franchise (36-76-6(a)) and with most local cable franchises, a cable service provider is required to remit quarterly franchise fees based on the gross revenue received from the provision of cable/video service to subscribers located within the city or county served. The franchise fee is normally set at five percent (5%) and is paid directly to local governments within thirty (30) days after the last day of each calendar quarter.

If you have not received payment in accordance with this memorandum, please contact **Ryan Fender at (706) 974-5841 or via email at ryanfender@localgovservices.com** and he will be glad to assist you in recovering any underpaid fees that may be due.



Donna Forman
Executive Assistant
Office: 678-686-6217 Fax: 678-686-6317
https://link.edgepilot.com/s/6b361a97/6r-fOGkz_E2EGBwIHtXDA?u=http://www.gacities.com/

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Memorandum of Understanding between the City of Holly Springs, Georgia and the Cherokee County Board of Tax Assessors to implement procedural property tax changes outlined in HB 581.

EXECUTIVE SUMMARY:

Memorandum of Understanding between the City of Holly Springs, Georgia and the Cherokee County Board of Tax Assessors to implement procedural property tax changes outlined in HB 581.

FISCAL IMPACT:

ATTACHMENTS:

1. Tax Assessors MOU with City - HB581 Amendments-Notice of Assessment

RECOMMENDATION:

The staff recommendation is approval of the memorandum of understanding.

CONCURRENCES:

Finance and Administration

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
HOLLY SPRINGS, GEORGIA AND THE CHEROKEE COUNTY BOARD
OF TAX ASSESSORS TO IMPLEMENT PROCEDURAL PROPERTY TAX
CHANGES OUTLINED IN HB 581**

THIS MEMORANDUM OF UNDERSTANDING made this ____ day of _____, 2025 by and between the City of Holly Springs, Georgia, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”), and the CHEROKEE COUNTY BOARD OF TAX ASSESSORS, by and through its duly appointed Board of Directors (hereinafter referred to as “the BTA”).

W I T N E S S E T H:

WHEREAS, the City and the BTA intend to comply with the various provisions of the Ga. L. 2024, p. 20, § 4-1/HB 581, as amended, and

WHEREAS, the City and the BTA seek to comply with the amendments outlined in O.C.G.A. §§ 48-5-2 and 48-5-306, and

WHEREAS, the City and the BTA intend to cooperate to ensure procedural property tax changes identified in HB581 are implemented, and

WHEREAS, the City and the BTA acknowledge that HB 581 created an estimated roll-back rate which is certified to the tax commissioner by local governments and is required to be included on assessment notices replacing the previous year’s millage rate, and

WHEREAS, the implementation of this Memorandum of Understanding will streamline and prevent delay in mailing of annual notices of assessments; and,

BE IT, THEREFORE, RESOLVED THAT for the mutual promises exchanged between the parties hereto and in consideration of said promises and in compliance with the above-stated laws of the State of Georgia pertaining to the subject hereto, the City and the BTA do hereby agree to implement the mandates of HB 581 as follows:

1.

The BTA shall provide the City with an estimate of digest inflation on or before April 1st of each year.

2.

The City shall provide to the BTA and the Cherokee County Tax Commissioner an estimated rollback millage rate on or before April 15th of each year consistent with O.C.G.A. §§ 48-5-2.1 and 48-5-306(b)(1)(i). The City shall direct the annual estimated rollback millage rate to the Chief Appraiser at sswindell@cherokeecountyga.gov and the Tax Commissioner at dbmastroserio@cherokeecountyga.gov .

3.

If the City fails to submit to the BTA the City's estimated rollback millage rate on or before April 15th of any given year, then the City authorizes the BTA to use the City's prior year millage rate on the current year notice of assessment.

4.

The City and BTA agree that the foregoing agreement promotes the efficient, effective and responsible procedural property tax changes outlined in HB 581, and we have executed this Agreement in duplicate as of the date first above written.

5.

This Memorandum of Understanding may not be modified, amended, or terminated without the prior written consent of the City and BTA.

6.

This Memorandum of Understanding shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the City and the BTA have caused this Memorandum of Understanding to be executed as of the date and year first above set forth.

BOARD OF TAX ASSESSORS

CITY OF HOLLY SPRINGS

By: _____

By: _____
Ryan P. Shirley, Mayor

Attest:

Attest:

By: _____

By: _____
Karen Norred, City Clerk

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Change order number 16 from Vertical Earth, Inc. for the City of Holly Springs Town Center Parking Deck RFB # 2021-02, in an amount not to exceed \$5,126 and to ratify the City Manager's signature.

EXECUTIVE SUMMARY:

The location of the Holly Springs Town Center Parking Deck was shifted into the northeast corner of the Town Center site prior to vertical construction. The plumbing contractor had to bore into the foundation wall of the structure to tie into the site drainage system for the parking deck. The parking deck engineer, Kimley - Horn, recommended the use of ground penetrating radar (GPR) and reinforced concrete to repair the foundation where the drainage system was installed. The cost of the GPR, reinforced concrete, equipment, and labor totals \$5,126 as shown on the attached change order.

FISCAL IMPACT:

The fiscal impact of the change order is \$5,126 and will be paid from the proceeds of the Urban Redevelopment Agency of the City of Holly Springs, Georgia (URA) Series 2023 bond.

ATTACHMENTS:

1. Vertical Earth Change Order 16

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:

Finance and Administration



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

TO:	Stonecrest Homes Atlanta, Inc.	Contact:	Charles Heiser
Address:		Phone:	
		Fax:	
Project Name:	HSMU Parking Deck	Title:	CO#16 - Parking Deck Foundation B7 Repair
Project Location:	Holly Springs, Ga	Date:	11.20.24
Scope of Work:	Concrete Foundation Repair Per Plan Dated 10/24/24		

Item #	Description	Est. Qty.	UNIT	Unit Price	Total Price
01	GPR Scan	1	LS	\$ 2,600.50	\$ 2,600.50
	Reinforced Concrete	2.5	CY	\$ 219.00	\$ 547.50
	Labor	1	DY	\$ 1,620.00	\$ 1,620.00
	Equipment	1	DY	\$ 358.00	\$ 358.00

**** Comments**

Plan to pour with another concrete item to remove short load fee.

SUBTOTAL DUE: \$ 5,126.00

ACCEPTED:

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

Buyer:

Signature:

Date of Acceptance:

Robert H Logan
Robert H Logan
1/17/2025

Confirmed:

Vertical Earth, Inc

Authorized Signature:

Zack DuLong

Structures Manager

01/14/25

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Quote dated January 22, 2025, from Triad Building Solutions, LLC for the installation of 26-gauge prefinished color standing seam metal roofing with ice and water shields, 6" box style gutters, and 4" box style downspouts on Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$19,788.75.

EXECUTIVE SUMMARY:

The City of Holly Springs requested quotes for the installation of 26-gauge prefinished color standing seam metal roofing with ice and water shields, 6" box style gutters, and 4" box style downspouts on Tower A and Tower B of the Holly Springs Town Center Parking Deck.

FISCAL IMPACT:

The fiscal impact is \$19,788.75 to be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2023 bond.

ATTACHMENTS:

1. Parking Deck Tower Roof and Gutter Quotes

RECOMMENDATION:

The staff recommendation is approval of the quote from Triad Building Solutions, LLC.

CONCURRENCES:

Finance and Administration

Ben Lester

From: Jason Baylard - Triad Building Solutions, LLC <jason.baylard@triadgeorgia.com>
Sent: Wednesday, January 22, 2025 4:02 PM
To: Ben Lester
Subject: Re: Parking Deck - Holly Springs

Hey Ben, these quotes are about a year old so I do need to bump it up a bit due to material price increases in 2024.

Ice/water shield quotes remain unchanged.

Here is the revised quote for the metal roofing:

26 gauge prefinished color standing seam metal roofing

Concealed clips, screws, washers, etc.

Tower A

Metal 800 sq ft x \$7.75 sq ft = \$6200

Ice/water shield 800 sq ft x \$2.75 sq ft= \$2200

Tower B

Metal 625 sq ft x \$7.75 sq ft = \$4843.75

Ice/water shield 625 x \$2.75= \$1650.00

TOTAL \$14893.75

Color TBD

Quotes include labor to install, materials and tax

Ben Lester

From: Jason Baylard - Triad Building Solutions, LLC <jason.baylard@triadgeorgia.com>
Sent: Tuesday, February 11, 2025 11:23 AM
To: Ben Lester
Subject: COHS parking Deck 271 Hickory Road Holly Springs, GA 30115 gutter quote

Morning Ben, how are you sir?

Please see attached diagram of the COTH gutters for the parking deck at 271 Hickory Rd.

6" box style gutters

4" box style downspouts

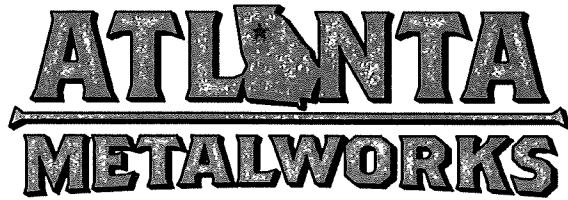
Downspout locations per plan and verified by Keith Healy

Color TBD

Including labor to install, materials and tax it's \$4895.

Call me with questions or if you approve.

Thank you sir.



Date: 2/4/2025

Atlanta Metalworks, LLC
1710 Redi Road
Suite 200
Cumming, GA 30040
Phone: 404.754.4905
Salesperson Contact:
Kristen Mullikin
678.234.8029

Customer: Stonecrest Homes Ga, LLC
Address: 625 West Crossville Road, Suite 204, Roswell, Ga 30075
Contact: o: 678-426-5300 x 23 Ben Lester
Bid # & Name: 2244037 - Holly Springs Parking Deck

Atlanta Metalworks, LLC is pleased to provide you with a quotation based on the requirements determined at the site address listed above.

WE PROPOSE TO SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS TO THE FOLLOWING SPECIFICATIONS:

Parking Deck A Total: \$8,800.00

Install Dark Bronze Porch Roof

Parking Deck B Total: \$6,640.00

Install Dark Bronze Porch Roof

Fee for above:

\$15,440.00

ADDITIONAL OPTIONS: (Check if Desired)

☐

Grand Total with Selected Options:

\$15,440.00

Terms and Conditions

**Quotation (unless otherwise noted) is valid for 30 days.

**Payment is due immediately upon completion of work quoted.

**Credit card payments are accepted with a 2.5% processing fee.

I authorize the work described above and agree to any terms and conditions stated on this form. I represent that I am either the owner of this property or agent of the property and have the authority to order said work. I understand that a service charge of 10%

per month may be added to all unpaid balances over 30 days past due.

APPROVALS:

REP: _____

DATE: _____

EMAIL: kristen@atlmetalworks.com

AUTHORIZED BY: _____

DATE: _____

CUST. EMAIL: _____

Gutter South
1012 Windward Ridge Pkwy
Alpharetta, GA 30005



Gutter Proposal

Bid Date: 2/4/2025
Bid #: 2244023

Customer:
Stonecrest Homes
625 West Crossville Road Suite
204
Roswell, GA 30075

Job Name:
Holly Springs Parking Deck

Terms:

Gutter South is pleased to provide you with a proposal based on the requirements determined at the site address listed above. We propose to supply all equipment, labor and materials to the following specifications:

Parking Deck A

3x4 Smooth Box Downspout
3x4 Smooth Box Elbow
Valley Guards (Aluminum)
6" Box Gutter
90 Degree Miter 6" BOX Gutter

Parking Deck B

3x4 Smooth Box Downspout
3x4 Smooth Box Elbow
6" Box Gutter
90 Degree Miter 6" BOX Gutter

Base Proposal Total:

\$7,022.00

CONTRACTOR AGREEMENT

This agreement made **2/4/2025** by and between **Gutter South, LLC & Stonecrest Homes** hereinafter called the Contractor and the Customer. Witnessed, that the Contractor and the Customer for the considerations named agree as follows:

Contract Price - The Customer shall pay the Contractor for the material and labor to be performed under the contract the sum of **\$7,022.00** subject to additions and deductions pursuant to authorized change orders.

Contract Work - The Contractor shall furnish all of the materials and perform all work shown on **Bid 2244023** as annexed hereto as it pertains to work to be performed on property at **Holly Springs Parking Deck** . All installations will meet local, state & federal energy code requirements.

This is an estimate only and the price is subject to change if our crew encounters any unforeseen conditions which could not be reasonably anticipated ahead of time.

If payment is not received in full according to contract terms the customer will agree to pay 1.5% interest per month until the open balance is collected. If Gutter South, LLC has to pursue legal action to collect payment the customer will be required to cover all lawyer fees, court costs or other cost incurred during the collection process.

Pricing represented in the is proposal is valid for 90 days from the proposal date only.

By signing below, I hereby acknowledge that I have read and fully understand the terms of this Contract Agreement.

Signed:_____ Print Name:_____ Date:_____

If you have any questions regarding this proposal, please contact **Kristen Mullikin (678) 234-8029 kristen@guttersouth.com**

PLEASE NOTE: For legal and scheduling purposes, we must receive a signed contract and gutter color to hold an installation date on the calendar. As soon as we receive, we will schedule with you. Thank you.

2005 Cottage Grove Way
 Cumming, Georgia 30040
 678-883-1926
 info@gutters4lessga.com | www.gutters4lessga.com



RECIPIENT:

Stonecrest Homes

271 Hickory Road
 Holly Springs, Georgia 30115

Quote #4042

Sent on 02/11/2025

Total \$20,877.00

Product/Service	Description	Qty.	Unit Price	Total
NB Hardy Standing Seamless Metal Roof.	JOB DESCRIPTION: Gutters 4 Less agrees to furnish and install the following materials and guarantees to do the work in a workmanship manner according to the standards and practices in the State Of Georgia. Estimate: City of Holly Springs Project 1. Installation NB Handy Standing Seamless Metal Roof Using A .026 Gauge Metal With Color Panel On The Top and Prime Finished On The Bottom. (Tower Roofs A & B) Color: Dark Bronze or Color Of Choice 2. Installation of New .026 Gauge Steel 6" Box Gutter with (2) 4"x 4" Downspouts on Each Tower Roof (Tower A & B) Note: Downspouts will be routed onto The top level of the parking deck Color: Dark Bronze Manufactures Warranty NB Handy has a 30-year limited warranty on Sentriclad's finish for its metal roofing. The warranty covers the coating for 35 years, starting from the date of application, and guarantees that it will not crack, flake, or peel to an extent that is noticeable from a regular outdoor observation. It also covers the coating for 30 years, starting from the date of application. The warranty is non-transferable. 2 Year Workmanship Warranty	1	\$20,877.00	\$20,877.00



Product/Service	Description	Qty.	Unit Price	Total
(Please Read) Payment Options	(Please Read) Payment Options) We accept the following forms of payment: Cash, Check, or Credit Card. A 3.5 % bank processing fee will be added to all credit card payments. If you choose to pay by credit card, credit cards must be on file 24 hours before the appointment and are only processed once the job is complete. Checks: Please make checks payable to Gutters 4 Less. Upon completion, checks can be given directly to the project manager assigned to your job. Credit Card. A 3.5% bank processing fee will be added to all credit card payments. If you choose to pay by credit card, credit cards must be on file 24 hours before the appointment and are only processed once the job is complete. Please Read!!!! Payment for our services is due on the day the job is completed. A \$25 late fee will be assessed for each day payment has yet to be received. Prior payment arrangements can be made and approved by the owner of Gutters 4 Less or an authorized representative for Gutters 4 Less.	1	\$0.00	\$0.00

Total	\$20,877.00
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Mr. Lester,
 Thank you for allowing Gutters 4 Less to provide you with this estimate, and thank you for your patience. Unfortunately, as I am sure you are aware, the price increase on steel and aluminum materials is due to the tariffs. This estimate is for today's current prices. There is a required deposit of \$5200 due at the start of the job. If you have any questions, please feel free to contact me.

Respectfully,
 Steve Harrison
 CEO/Founder
 Gutters 4 Less

This quote is valid for the next 30 days, after which values may be subject to change.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Quote #2343 dated February 4, 2025, from Ecua Builders, Inc. for the installation of fascia, soffit, and decorative brackets in towers A and B of the Holly Springs Town Center Parking Deck, in an amount not to exceed \$24,762.80.

EXECUTIVE SUMMARY:

The City of Holly Springs received three quotes for the installation of fascia, soffit, and decorative brackets in Tower A and Tower B of the Holly Springs Town Center Parking Deck.

FISCAL IMPACT:

The fiscal impact is \$24,762.80 and will be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2023 bond.

ATTACHMENTS:

1. Ecua Builders Inc Quote

RECOMMENDATION:

The staff recommendation is approval of the quote from Euca Builders, Inc.

CONCURRENCES:

Finance and Administration



1210 Village Oaks Lane
Lawrenceville, GA 30043

2/4/2025

Estimate#: 2343 Updated

Send To:

Ben Lester
Stone Crest Homes

FOR:

Parking Deck
Holly Springs

Details	Description	Amount
Misc	Tower A	
Facia	Facia - approx 113 linen ft X \$18.00	\$2,034.00
Soffit	Soffit - approx 347 Sq Ft X \$10	\$3,470.00
Misc	33 decorative brackets X \$50	\$1,650.00
	Tower B	
Facia	Facia - approx 94 linen ft X \$18.00	\$1,692.00
Soffit	Soffit - approx 273 Sq Ft X \$10	\$2,730.00
Misc	24 decorative brackets X \$50	\$1,200.00
Misc	Custom cutting of brackets - 57 X \$50	\$2,850.00
Material	14 - 2X6X12 PT	\$252.00
	24 - 2X6X12 #2	\$489.60
	24 - 2X4X12 #2	\$273.60
	28 - 1/2" plywood for soffit	\$1,680.00

Details	Description	Amount
	2" continues soffit vent	\$333.60
	20 - 1X8 finish wood facia	\$840.00
	28 - 1X12 continue trim board X 8'	\$1,512.00
	57 - Cedar decoration brackets	\$3,420.00
	Nails	\$336.00

Estimate Total:	\$24,762.80
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If you have any questions concerning this estimate, use the following contact information:

Sandro Alvarez, (678) 558-0496, Ecuabuildersinc@gmail.com

THANK YOU FOR YOUR BUSINESS!



Quotation

Quote No **352149**
Quote Date **01/29/2025**
Expiration Date **03/31/2025**
Customer **73262**
Contact Name
Contact Number
Job **271 HICKORY RD**
Cust Ref
Delivery **By 06/25/2024**
Created By **JoAnn Alvino**
Sales Rep **JON EASTERLING**

Invoice Address

Stonecrest Homes Atlanta Inc
625 West Crossville Road
Suite 204
Roswell, GA, 30075

Delivery Address

Stonecrest Homes Atlanta Inc
271 HICKORY RD
HOLLY SPRINGS, Georgia,
30115

Tucker

3602 LAWRENCEVILLE
HIGHWAY
TUCKER, Georgia 30084



Page 1 of 1

Special Instructions			Notes			
			Project: COHS Parking Deck			
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	zz_SOEXT_65845	TK Install - Ext Trim, Fascia, Decorative Brackets - Tower A	1 ls	\$16,520	ls	\$16,520
2	zz_SOEXT_65846	TK Install - Ext Trim, Fascia, Decorative Brackets - Tower B	1 ls	\$11,480	ls	\$11,480

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached

Buyer Date

Total Amount	\$28,000
GA-CHEROKEE CO 6.00%	
Quotation Total	\$28,000

Subject to our terms and conditions of sale. Further copies available on request.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Quote #QME- COHS from ST Metal Works, Inc. for the installation of ornamental metal rails in the stairwells of Towers A and B of the Holly Springs Town Center Parking Deck, in an amount not to exceed \$67,500.

EXECUTIVE SUMMARY:

The City of Holly Springs requested quotes for the installation of ornamental metal rails in the stairwells of Tower A and Tower B in the Holly Springs Town Center Parking Deck.

FISCAL IMPACT:

The fiscal impact is \$67,500 to be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2023 bond.

ATTACHMENTS:

1. Ornamental Metal Rail Quotes - HSTC Parking Deck

RECOMMENDATION:

The staff recommendation is approval of the quote from ST Metal Works, Inc.

CONCURRENCES:

Finance and Administration



AISC
CERTIFIED
FABRICATOR

QUOTE #	QME- COHS	DATE: 1/31/2025
PROJECT:	COHS Parking Deck Rail	
Customer:	Stonecrest Homes	
Contact:	Ben Lester	
Email:	blester@stonecresthomesga.com	
STM Contact:	Keith Stroup	
530 Collins Rd.	(770) 499-7386	
Marietta, GA 30066	info@stmetalworks.com	

We are pleased to offer you the following material quote

<u>Qty</u>	<u>Description</u>	<u>Price</u>
1	FABRICATE/DELIVER/INSTALL RAILS	\$67,500.00
		<i>Taxes Included</i>
	<u>Scope of Work</u> Stair A & B Guard Rail and Handrail 2 Line Square tube gaurd rail w/ 1/2" square pickets 1 1/2" Diam Hand rail Mounted to wall & Gaurd rails Cain Detction rails Mounting plates mounted to concrete steps with Wedge Anchors Exterior Stair Guard rail and Handrail 2 Line Square tube gaurd rail w/ 1/2" square pickets 1 1/2" Diam Hand rail Mounted to wall & Gaurd rails	
	<u>Included:</u> Shop Drawing Submittals Finish: All Material to be Mild Steel with 1 Coat Gray Shop Primer (B50AV11) U.N.O. Material Preparation: SP-3	
	Estimate Drawing(s) No. <u>A4.1, A4.2, A4.3</u> <i>*Note: Architectural, Structural, & Civil Drawings only</i>	10/27/2020 <i>Date</i>
	<i>*Exclusions and Qualifications found on page (2).</i>	



QUOTE #	QME- COHS	DATE: 1/31/2025
PROJECT:	COHS Parking Deck Rail	
530 Collins Rd. Marietta, GA 30066	(770) 499-7386 info@stmetalworks.com	



AISC
CERTIFIED
FABRICATOR

PROJECT-SPECIFIC QUALIFICATIONS & EXCLUSIONS, U.N.O.

	Yes	No		Yes	No
Connection / Engineering / Design	☐	☒	Calculation Package	☐	☒
Stairs / Railing - Engineering / Design	☐	☒	Calculation Package	☐	☒

This price assumes **one delivery** and is based on jobsite being accessible for tractor trailer delivery and the ability to unload steel with Client's Lull type forklift and man power immediately upon arrival.

STANDARD EXCLUSIONS, U.N.O.

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Anchor bolt setting templates 2. All Grout and Grouting / Concrete 3. Temporary safety barricades or cables 4. Bolts for wood or other trades 5. Columns / Masonry ties 6. "Simpson" type brackets 7. "Unistrut" Type Framing / Gage metal framing or clips 8. Ladder Safety Post 9. Stair nosing(s) 10. PEMB Components 11. Any Aluminum or Stainless Steel 12. Rebar; Welded Wire Mesh; Cast Iron Gates; Trench Covers 13. Any unsized steel from architectural drawings if not shown on structural drawings. Any items not shown listed above. | <ol style="list-style-type: none"> 14. All HSSR material will be quoted as Pipe. 15. All Layout; Taking field dimensions 16. Coating; Preparation and coating listed above. 17. All Demolition; Shoring; Temporary bracing 18. Weather Protection / Sealing / Waterproofing 19. A.W.S. Welding on bar joists or other requirements contrary to S.J.I 20. Traffic Control 21. Overtime and Non-standard working hours on site 22. Engineering / Stamped or sealed drawings 23. Cost of performance or payment bond 24. Liquidated damages 25. Business License for project localities 26. Insurance coverage greater than limits already in place on our policy (Policy available upon request). 27. Fire Protection of surrounding area / materials |
|--|---|



QUOTE #	QME- COHS	DATE: 1/31/2025
PROJECT:	COHS Parking Deck Rail	
530 Collins Rd. Marietta, GA 30066		(770) 499-7386 info@stmetalworks.com



TERMS & CONDITIONS

Price: Balance due: Net 30 Days after shipment. All sums not paid within 30 days of shipment, interest will accrue on the unpaid balance at 18% annum. Buyer agrees to pay all costs for collections.

Should steel market prices become volatile or supply short, S.T. Metal Works, Inc. reserves the right to adjust the price accordingly. Should any member sizes required on this job become unavailable before or after subcontract is executed, this proposal shall be void and subject to reprice based on alternate sizes to be designed by the engineer of record. Joist and/or deck delivery must occur within manufacture's specified timeframe.

All steel to be the following grade U.N.O.:

W & WT: ASTM A992; M, S, MT & ST / L / C & MC / Plate & Bars: ASTM A36; HP: ASTM A572/A572M Grade 50
HSS: ASTM A500/A500M Grade C; Steel Pipe: ASTM A53/A53M Grade B

Retainage shall not be held on the material portion of this project.

This proposal may be withdrawn if not accepted within 7 days. Quoted schedules are subject to change daily.

It is the intent of S.T. Metal Works, Inc. that by referencing this proposal it becomes an integral part (legal and binding) with all other documents which will accurately define the scope of work to be performed.

Work will not be started until this agreement is signed and returned to S.T. Metal Works, Inc.

ACCEPTANCE & ACKNOWLEDGEMENT OF QUOTE #

QME- COHS

I have read and understand this entire agreement and I authorize S. T. Metal Works, Inc. to fabricate, supply, and deliver the items listed above.

Authorized Agent of S.T. Metal Works, Inc.

Authorized Agent of City of Holly Springs

Print Name

Date

Print Name

Date

*Please feel free to contact us should you have any questions.
Thank you for this opportunity.*



Date: 12/19/2024

Ben Lester
COHS Parking Deck
Stonecrest Homes

Project Scope : Pipe handrail and grabrail on 2 towers of parking deck stairs
Primed Grey/affixed with Tapcons
Plans used for pricing – sent by customer on 12/11/2024

We offer to furnish, fabricate, galvanize, deliver and install pipe handrail and grab railing

Inclusions: 1) Materials 2) Fabrication 3) Prime 4) Delivery 5) Sales Tax 5) Installation

Exclusions: Pricing assumes work is performed during normal business hours and that site installation no defect hindering installation. Pricing based off plans and customers direction for hole diameter and layout.

Finish: Primed Grey

Roughly 736' of pipe handrail and grabrail, consisting of schedule 40 pipe
Railing is broken down as follows, per tower with tapcons to affix to the walls.
184' single line pipe handrail with post
184' pipe grabrail

Pricing..... \$72,593.60

Lead time: Depends on project being awarded and current timelines

Price is good for 14 days.

**Due to the volatility in the current steel market, should we be awarded the steel scope of this project and the 14 day "Locked Price" is exceeded; expect re-calculation of quoted material costs which may affect the quoted price.*

Exclusions:

Quote based on standard M-F 8-hour days. Excludes any wood materials, excludes all Simpson materials, any materials for any other trades, light gauged metals, grout and grouting, excludes any color change in powder or prime, fees for tests and inspections, stainless steel UNO, any aluminum, all material will be prime coat only UNO, Excludes galvanization UNO, excludes specialty coatings, excludes demolition, excludes Shoring or temp bracing, excludes protection of existing, excludes fire protection, excludes ventilation, excludes Davis Bacon UNO, excludes P.E. stamp on drawings and connections, excludes safety cables, excludes engineering of any type, excludes layout of anchor bolts, extensive layout or verification of design dimensions, excludes any steel not transferred from "A" drawings to structural drawings. Approved drawings returned and stamped by the EOR will be basis of design any variation may result in price change. Any specifications or plans not provide or changed after this quote is submitted/dated, will nullify this document in its entirety and a new quote or change order document will need to be submitted.

Additional Notes:

Paradise Fabrication & Coating (PFC) must receive a signed contract or purchase order and a 50% deposit before materials will be ordered and fabrication will begin. PFC must have approved, and stamped shop drawings returned and scrubbed before fabrication will begin. Any variance in design or plans made after approval drawings have been returned will be the direct financial responsibility of the GC. Payment for shop drawings is due upon delivery of drawings to G.C. No retainage to be held on shop drawings or fabricated steel. All material invoices are due upon delivery of steel to jobsite. All other invoices are net 30 from date of invoicing. Amounts past due beyond these terms are subject to a 3% late fee per month service charge. Payment to PFC is the sole obligation of the GC and is not a condition of receiving payment from owner or other parties. Fabricated materials that cannot be delivered to the jobsite due to construction delays, weather or any other reasons will be billed as stored materials. GC agrees to pay for materials stored at PFC within 30 days of invoicing. If material remains on PFC site over 30 days after invoice date a storage fee of 3% of material cost may be assessed. No extra work will be performed until a signed approved change order has been issued and received by PFC. By accepting this proposal, it becomes a legal and binding document which will be an amendment to any other contracts associated with the above referenced project. This document will be used as the defining scope of work.

Acceptance signature _____ Print _____ Date _____



Date: 2/18/2025

COHS Parking Deck Metal Rail Project

Ben Lester

Stonecrest Homes

Project Scope

Pipe handrail and grabrail on 2 towers of parking deck stairs

2 line Guard Rail line w/ pipe handrail with post & pipe grabrail

Gray Primer affixed with Tapcons or Wedge Anchors

Furnish, fabricate, prime, deliver and install pipe handrail and grab railing

Per Architectural Plans provided

Inclusions

Material, Fabrication, Primed, Delivery, and Installation

Price: \$74,495.00

Price is good for 14 days.

Exclusions

Pricing assumes work is performed during normal business hours and that site is free from any defect hindering installation. Pricing based off plans and customers direction for hole diameter and layout. Excludes any wood materials, and any materials for any other trades, light gauged metals, grout and grouting, excludes any color change in powder or prime, fees for tests and inspections, stainless steel, any aluminum, all material will be prime coat only. Excludes specialty coatings, demolition, shoring or temp bracing, protection of existing, fire protection, ventilation. Excludes P.E. stamp on drawings and connections, safety cables, engineering of any type, layout of anchor bolts, layout or verification of design dimensions. Approved drawings must be returned and stamped by the EOR, and will be basis of design. Any variation may result in a price change. Any specifications or plans not provide or changed after this quote is submitted/dated, will nullify this document in its entirety and a new quote or change order document will need to be submitted.

Terms:

Mills Specialty Metals (MSM) must have approved and stamped shop drawings returned before fabrication will begin. Any variance in design or plans made after approval drawings have been returned will be the direct financial responsibility of the GC. All material invoices are due upon delivery of material to jobsite. All other invoices balances due are net 30 from date of invoicing. Balances past due beyond these terms are subject to a 3% late fee per month service charge. Fabricated materials that cannot be delivered to the jobsite due to construction delays, weather or any other reasons will be billed as stored materials. No extra work will be performed until a signed approved change order has been issued and received by MSM. By accepting this proposal, it becomes a legal and binding document.

Name_____

Acceptance Signature_____

Acceptance Date_____

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Change order #1 from Summit Construction & Development, LLC for Holly Springs Parkway Widening Project, Phase III - City Hall Expanded Parking Lot (RFB# 2024-02), in an amount not to exceed \$1,117,983.10.

EXECUTIVE SUMMARY:

During the right-of-way phase of the Holly Springs Parkway Widening Project, Phase III, the Mayor and City Council approved the purchase of two remnants adjacent to Holly Springs City Hall and the Municipal Building to expand the parking lot and construct an access driveway to the median break at Childers Road and Holly Springs Parkway. The City of Holly Springs engaged BM&K Construction & Engineering to design the parking lot expansion and access driveway. The contract for the Holly Springs Parkway Widening Project, Phase III, was awarded to Summit Construction & Development, LLC. Summit prepared a change order to build the parking lot expansion and access driveway using contract unit prices from RFB #2024-02.

FISCAL IMPACT:

The fiscal impact of this change order is \$1,117,983.10 and will be paid from the proceeds of the Special Purpose Local Option Sales Tax VI (SPLOST VI).

ATTACHMENTS:

1. Summit Construction Change Order

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:



www.bmandk.com

February 4, 2025

Mr. Rob Logan, City Manager
City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs, GA 30115

RE: Holly Springs Parkway Widening PH III- City Hall Expanded Parking Change Order Request

Rob,
Summit Construction has submitted a change order request in the amount of \$1,117,983.10 for the expansion of the City Hall parking lot and the additional parking per our discussions. The attachments show the line-item breakdowns of the change order request.

We appreciate the opportunity to present this information for your consideration. Please give me a call if you have any questions regarding this proposal or if you need any additional information and how you would like to proceed with this additional work.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hughes", written over the word "Sincerely,".

Jacob Hughes, P.E.
Senior Project Manager

CC: Don Clerici, P.E., President BM&K

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



Project 24-24

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
2108 BENTLEY DRIVE, STONE MOUNTAIN, GA 30087
Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050
scdestimator@summitcd.com

CHANGE ORDER

Date: 12/26/2024

Project: Holly Springs Pkwy Widening III
Location: Holly Springs GA

To (Company): City of Holly Springs/BM & K
Email: jahughes@bmandkinc.com

Attention: Jacou Hughes

Item Number	Item Description	Qty	Units	Unit Price	TOTAL BID
Change Order for City Hall parking lot extension per SOV's provided and Contract Unit Prices. Any other Line Items not mentioned below shall be charged per Contract.					
ROADWAY					
150-1000	TRAFFIC CONTROL	1	LS	\$11,850.00	\$11,850.00
210-0100	GRADING COMPLETE	1	LS	\$279,238.60	\$279,238.60
318-3000	AGGR SURF CRS	100	TN	\$42.00	\$4,200.00
441-0018	DRIVEWAY CONCRETE, 8 IN	2630	SY	\$94.00	\$247,220.00
441-0104	CONC SIDEWALK, 4 IN	242	SY	\$64.00	\$15,488.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	1384	LF	\$28.00	\$38,752.00
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	68.7	LF	\$520.00	\$35,724.00
500-3115	CLASS A CONCRETE, TYPE P2, RETAINING WALL	163	LF	\$698.00	\$113,774.00
DRAINAGE ITEMS					
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	1024	LF	\$84.00	\$86,016.00
550-5480	STORM DRAIN PIPE, 48 IN, CLASS III	399	LF	\$320.00	\$127,680.00
668-2100	DROP INLET, GP 1	8	EA	\$50.00	\$400.00
668-2110	DROP INLET, GP 1, ADDL DEPTH	8	LF	\$10.00	\$80.00
668-4300	STORM SEWER MANHOLE, TP 1	3	EA	\$4,500.00	\$13,500.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	28	LF	\$10.00	\$280.00
PERMANENT EROSION CONTROL ITEMS					
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	47	SY	\$64.00	\$3,008.00
603-7000	PLASTIC FILTER FABRIC	47	SY	\$1.50	\$70.50
700-9300	SOD	2121	SY	\$11.50	\$24,391.50
TEMPORARY EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	0.25	AC	\$200.00	\$50.00
163-0240	MULCH	25	TN	\$100.00	\$2,500.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	\$1,250.00	\$1,250.00
	CONSTRUCT AND REMOVE ROCK FILTER DAM	1	EA	\$550.00	\$550.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	7	EA	\$220.00	\$1,540.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	100	LF	\$1.50	\$150.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	7	EA	\$50.00	\$350.00
171-0030	TEMPORARY SILT FENCE, TYPE C	800	LF	\$2.80	\$2,240.00
SIGNING AND MARKING					
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	600	LF	\$0.50	\$300.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	600	LF	\$0.50	\$300.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	33	LF	\$10.00	\$330.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	106	SY	\$6.00	\$636.00
Estimated Total Addition					\$1,011,868.60

Approval:

Signed By:



Ajay Naidu

Sr. Estimator

Summit Construction and Development, LLC

Date 12/26/2024

Accepted By:

Owner:

Date _____

Additional Items for Parking Lot Change Order

LINE ITEM	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE	DETAIL EST QUANTITY	AMOUNT
		ROADWAY				
55	441-0018	DRIVEWAY CONCRETE, 8 IN	SY	\$94 00	481	\$45,214 00
60	441-0104	CONC SIDEWALK, 4 IN	SY	\$64 00	103	\$6,592 00
63	441-0204	PLAIN CONC DITCH PAVING	SY	\$68 00	107	\$7,276 00
80	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	\$28 00	328	\$9,184 00
90	641-1200	GUARDRAIL, TP W	LF	\$28 75	240	\$6,900 00
105	500-3002	CLASS AA CONCRETE	CY	\$850 00	1	\$850 00
110	511-1000	BAR REINF STEEL	LB	\$2 00	100	\$200 00
		DRAINAGE ITEMS				
130	550-5480	STORM DRAIN PIPE, 48 IN, CLASS III	LF	\$320 00	64	\$20,480 00
		PERMANENT EROSION CONTROL ITEMS				
210	603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	\$64 00	20	\$1,280 00
215	603-7000	PLASTIC FILTER FABRIC	SY	\$1 50	20	\$30 00
240	700-9300	SOD	SY	\$11 50	500	\$5,750 00
		TEMPORARY EROSION CONTROL ITEMS				
255	163-0232	TEMPORARY GRASSING	AC	\$200 00	0 25	\$50 00
260	163-0240	MULCH	TN	\$100 00	1	\$100 00
		SIGNING AND MARKING				
365	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	\$26 00	10	\$260 00
390	636-2090	GALV STEEL POSTS, TP 9	LF	\$14 50	117	\$1,696 50
405	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$0 50	504	\$252 00
TOTAL					\$106,114 50	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.J.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Award the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11) to Smiles Tree & Waste Services, LLC., in an amount not to exceed \$60,000 and authorize the Mayor to execute the agreement between the City of Holly Springs, Georgia and Smiles Tree & Waste Services, LLC.

EXECUTIVE SUMMARY:

On January 9, 2025, sealed bids were received and opened for the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11).

FISCAL IMPACT:

The fiscal impact of this project is \$60,000 and will be paid from the Special Purpose Local Option Sales Tax VI (SPLOST VI) Fund.

ATTACHMENTS:

1. Smiles Tree & Waste Service LLC Agreement

RECOMMENDATION:

The staff recommendation is to approve awarding the project to the qualified low bidder, Smiles Tree & Waste Services, LLC.

CONCURRENCES:

Finance and Administration

AGREEMENT

This agreement, made this ____ day of _____, 2025, by and between the **City of Holly Springs, Georgia**, hereinafter called "Owner," and **Smiles Tree & Waste Service LLC**, hereinafter called "Contractor," doing business as an individual, a partnership, or a corporation hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and preformed by the Owner, the Contractor hereby agrees to commence and complete the construction described as follows:

***Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project
Project Number: RFB # 2024-11***

Hereinafter called the "Project", for the sum of Sixty Thousand Dollars and No Cents (\$60,000) and all extra work in connection therewith, under the terms stated in the Contract, and at his (its or their) own expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, the Contract, the Plans, which include all explanatory matter thereof, the specifications and Contract documents thereof as prepared by the City of Holly Springs, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60** consecutive calendar days thereafter. Nonrefundable liquidated damages in the amount of \$250 per calendar day will be deducted from monies due the Contractor in the event that a portion of the work remains incomplete beyond the agreed upon contract completion date.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof as provided in the Bid as measured in place.

The Contractor shall defend, indemnify and save harmless the Owner, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the Owner), recklessness or intentional wrongful misconduct of the Contractor and any persons employed or utilized by the Contractor in the performance of this Project. The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the Owner's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, its subcontractors or by anyone directly or indirectly employed by

either. This indemnification includes all costs and fees including attorneys fees and costs at trial and appellate levels.

Contractor hereby agrees to warrant its work, including labor and materials, for a period of one year.

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

CITY OF HOLLY SPRINGS, GEORGIA

By: _____
Ryan P. Shirley, Mayor

ATTEST:

RECOMMENDED BY:

Karen Norred, City Clerk

ATTEST:

Robert H. Logan, City Manager

Contractor

APPROVE AS TO FORM:

By: _____

Robert M. Dyer, City Attorney

Title: _____

Attest: _____

If Contractor is a corporation, Secretary should attest. Give proper title of each person executing Contract.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.K.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Proposal from Cook's Pest Control for monthly pest control services at the building located at 220 Stringer Road, Holly Springs, Georgia 30115

EXECUTIVE SUMMARY:

The City of Holly Springs has a contract with Cook's Pest Control to perform monthly pest control services in all municipal facilities. The City of Holly Springs purchased a building at 220 Stringer Road in the prior year. We have requested a proposal from Cook's Pest Control to provide monthly pest control services in this facility.

FISCAL IMPACT:

The fiscal impact of the proposed pest control services is \$120 for the initial service and \$85 per month thereafter and will be paid from the Holly Springs Parks and Recreation Fund.

ATTACHMENTS:

1. Cook's Pest Control Commercial Proposal/Agreement

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration



SERVICE AGREEMENT WITH: _____ City Of Holly Springs _____ Offer expires 30 days after: _____ 01/30/2025 _____

SERVICE INFORMATION

Customer Name: City Of Holly Springs

Service Address:

220 Stringer Rd
Canton, GA 30115

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

BILLING INFORMATION

Account Number: 26027

Customer Name: City Of Holly Springs

Billing Address:

P O Box 990
Holly Springs, GA 30142

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

110% SATISFACTION GUARANTEE – If you are not completely satisfied with the results of our monthly service, report your dissatisfaction to the local Cook's manager. We will respond within 24 hours with a solution to your pest problem. If you are not completely satisfied within one week, your next monthly service is free, plus we will issue a credit for 10% off the following month's service.

This Agreement is for the control of : roaches, ants*, silverfish, rodents, fleas**, ticks**, spiders***, rodents

* See page 2 of this agreement for terms and conditions of fire ant service.

** Flea and tick control is limited to indoor treatment only, unless otherwise specified.

*** This agreement excludes the control of brown recluse spiders and bed bugs, which require an alternative specialized treatment.

Pests to be controlled in the following areas of the building(s):

Note: Home is vacant.

Initial Service: Treat interior and exterior of home. Remove spider webs and paper wasp nests (within reason) up to 20 FT high. Bait and strategically place 4 rodent bait stations around exterior of home.

Ongoing Monthly Service: Treat interior and exterior of home. Remove spider webs and paper wasp nests (within reason) up to 20 FT high. Monitor and re-bait up to 4 rodent bait stations around exterior of home.

Cook's will, after a thorough initial treatment, provide regular service trip(s) each month. Customer agrees to comply with sanitation and additional control procedures as outlined in the Inspection Report and attached recommendations contained in this proposal and any subsequent recommendations made by Cook's.

Customer agrees to pay Cook's for the initial service and monthly services for the following twelve months. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: no charge

Equipment will remain the property of Cook's, unless purchased by the Customer. The Customer will be charged for replacing lost or damaged equipment. If equipment was purchased, see Product Sales Agreement for details.

Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request.

SEE PAGES TWO (2) AND THREE (3) OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on page two (2) are incorporated herein by this reference. A certificate of insurance will be provided upon request.

Customer Agrees to Pay:

Commercial Pest with Rodent Control	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Com Pest - Initial Service	\$120.00	0	0	\$120.00	1	\$120.00
Com Pest - Monthly	\$85.00	0	0	\$85.00	12	\$1,020.00
TOTAL FOR THIS PROGRAM						

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are net 30. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Agreement can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.

FIRE ANT TERMS AND CONDITIONS

By accepting Cook's service for fire ants, Customer agrees to the following terms and conditions regarding fire ant coverage:

1. The service is expressly limited to the interior areas of the structure; however, the exterior perimeter may be treated to reduce interior fire ant infestations in the structure. Customer understands and agrees that Cook's does not attempt to control fire ants outside the structure.
2. Cook's makes no guarantee or warranty regarding its fire ant service or its ability to eradicate, control or prevent fire ants from the structure. While Cook's may help reduce the number of fire ants in a structure through treatment, eliminating or eradicating all fire ants in any structure may not be achievable or possible. Furthermore, the time period for reducing fire ants varies according to a number of factors.
3. Fire ants may appear in the structure between regularly scheduled treatments. Customer understands that Cook's may be contacted for interim follow-up servicing as stated on the front side of this agreement, or customer may wait until the next regularly scheduled service call.
4. Customer understands and agrees that small marker flags may be left with Customer by a Cook's service technician for identification of fire ant mounds around the perimeter of the structure as they might be discovered by Customer. Unless Customer contacts Cook's for interim follow-up service, the subject fire ant mounds, which are clearly identified with Cook's flags and those which are discovered by Cook's technician, will be treated during the next regularly scheduled service call. This effort is not part of an exterior service, but part of the interior service efforts.
5. Customer, on behalf of all residents, visitors, guests, licensees, individuals, heirs and assigns, expressly releases Cook's from any and all liability, including but not limited to, personal injury, property damage, loss of use or enjoyment, punitive, special or incidental damages related to fire ant treatment or damage and further agrees to hold Cook's harmless and indemnify Cook's for any such injuries or damages for the same.
6. It is understood and agreed between Customer and Cook's that no services performed hereunder shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.

Georgia Customers: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

PLEASE READ THIS AGREEMENT CAREFULLY! IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO SEEK REMEDIES IN COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK LEGAL ADVICE! THE FOLLOWING IS MY ACKNOWLEDGMENT THAT I UNDERSTAND AND AGREE TO ALL THE PROVISIONS OF THIS PEST CONTROL AGREEMENT, PAYMENT CHARGES AND TERMS AND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GA SP39705, 0

COOK'S PEST CONTROL, INC.

Representative:

Address: 777 S Marietta Pkwy , Marietta Ga 30060

Phone: 770-424-8888

CUSTOMER'S APPROVAL

Signature:

Title:

Contact Person:

Phone: (770) 345-5536

ITEM REPORT

AGENDA ITEM NUMBER: VIII.L.



FROM: Robert H. Logan, City Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Proposal from Cook's Pest Control to install a subterranean termite control Sentricon System at the building located at 220 Stringer Road, Holly Springs, Georgia 30115.

EXECUTIVE SUMMARY:

The City of Holly Springs has a contract with Cook's Pest Control to perform monthly pest control and termite services in all municipal facilities. The City of Holly Springs purchased a building at 220 Stringer Road in the prior year. We have requested a proposal from Cook's Pest Control to install a subterranean termite control Sentricon System in this facility.

FISCAL IMPACT:

The fiscal impact of the proposed subterranean termite control Sentricon System is \$599 and will be paid from the Holly Springs Parks and Recreation Fund.

ATTACHMENTS:

1. Cook's Pest Control Termite Control Proposal/Agreement

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration



COOK'S PEST CONTROL

Subterranean Termite Control Agreement - GA Sentricon® System

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

RETREATMENT GUARANTEE

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

Important: You should read all pages of this Agreement, including the Guarantee.

SERVICE AGREEMENT WITH: City Of Holly Springs Offer expires 30 days after: 01/30/2025

SERVICE INFORMATION

Customer Name: City Of Holly Springs

Service Address:

220 Stringer Rd
Canton, GA 30115

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

BILLING INFORMATION

Account Number: 26027

Customer Name: City Of Holly Springs

Billing Address:

P O Box 990
Holly Springs, GA 30142

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of 280 which may be paid in quarterly installments of \$70.00 beginning next year. These installments are due on the first day of each quarter. After three years, Cooks reserves the right to periodically adjust the annual renewal fee.

If the Customer's account becomes more than 90 days past due, or if Customer cancels service before the end of the first year, the Agreement, Guarantee, and protection will be cancelled, all amounts due will become payable as liquidated damages, and any payments received after cancellation shall be applied to the liquidated damages due. Payment of liquidated damages shall not reinstate the Agreement, Guarantee or protection. In the event of cancellation, Customer agrees to pay all costs of collection including a reasonable attorney's fee, subject to any limitations imposed by law.

FINANCE CHARGE

The **FINANCE CHARGE** on the above is computed on any **UNPAID BALANCE** at the rate of **1 1/2% PER MONTH** or **18% ANNUAL PERCENTAGE RATE**. If the balance owing is paid in full within 30 days of the Agreement or date charged, no finance charge will be added. The finance charge and total amount of payments have been computed on the assumption that **ALL** payments will be received in the month charged. In the event that timely payments are not made, the final payment will be increased due to the finance charge being computed on an unpaid balance that includes an unpaid finance charge.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Your payment schedule will be:

Number of Payments	Amount of Payments
3	\$149.75

PAYMENTS DUE monthly, beginning one month after date of installation as stated on the Service Report, and on the same day each month thereafter.

You have the right to receive an itemization of the Amount Financed at this time.

☒ I want an itemization ☐ I do not want an itemization. **LATE CHARGE:** None

SECURITY: You are not giving us any security interest. **PREPAYMENT:** If you pay off early, you will not have to pay a penalty. See your Agreement documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

- A. **ANNUAL PERCENTAGE RATE:** The cost of your credit as a yearly rate. 0%
B. **FINANCE CHARGE:** The dollar amount the credit will cost you (D-C). 0
C. **Amount Financed:** The amount of credit provided you or on your behalf (Balance Owed). \$449.25
D. **Total of Payments:** The amount you will have paid after you have made all payments as scheduled (B+C). \$449.25
E. **Total Sales Price:** Total cost of your purchase on credit, including your downpayment (\$149.75) \$599.00

Customer Agrees to Pay:

Commercial Sentricon - Pest Customer Discount	Price/Visit	Tax	Discount	Total	Visit First Year	Due Now
Sentricon - Annual Inspection	0	0	0	0	1	0
Com Sentricon Install - Pest Customer	\$599.00	0	0	\$599.00	1	\$599.00
TOTAL FOR THIS PROGRAM						

TERMS AND CONDITIONS

NOTICE - Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE - Buyer's Right to Cancel (For Consumer Agreements Only). If this Agreement was solicited at your residence and you do not want the goods or services, you, the Buyer, may cancel this Agreement by delivering or mailing a notice to the Seller. The notice must say that you do not want the goods or services and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Cook's Pest Control, Inc., 1741 Fifth Ave. SE, Decatur, AL 35601.

See the Notice of Cancellation form given to you by the Cook's Representative for an explanation of this right.

NOTICE - With the exception of any State mandated waiver forms, if applicable, this Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past termite control Agreements and Guarantees between Customer and Cook's, if any, are expressly superseded by the terms and conditions of this Agreement, Guarantee and protection.

CAUTION - It is important that you thoroughly read all 3 pages of this Agreement and Guarantee.

ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

Please read this Agreement carefully! It limits certain of your rights, including your right to seek remedies in court and have your claim decided by a judge or jury. If you do not understand this Agreement, seek legal advice! The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its Guarantee, payment charges and terms and the arbitration and waiver of jury trial provisions. CAUTION - It is important that you thoroughly read the Contract before you sign it.

X

Cook's Pest Control, Inc. Representative

Customer or Agent

Subterranean Termite Control Agreement - GA Sentricon® System Retreatment Guarantee

Definition: "Subterranean Termites" – For the purposes of this Agreement, "Subterranean Termites" is expressly limited to include native Subterranean and Formosan Termites. It does not include drywood termites, powderpost beetles, carpenter ants, molds, fungi, wet rot, dry rot, wood decaying bacteria, or other woodboring insects or any other type organism except native Subterranean and Formosan Termites.

I. RENEWABLE PROTECTION

1. This Guarantee is effective for a period of one (1) year following the initial treatment. Thereafter, the Guarantee may be continued on a year-to-year basis subject to the terms listed in this Guarantee. This Guarantee can only be modified in writing, signed by Cook's Pest Control, Inc. [Cook's] and Customer. With the exception of the warranty disclaimer below, this Guarantee applies only to the Sentricon® System.
2. The Customer reserves the right to cancel this Guarantee at any time after the first year. Cook's reserves the right to adjust the Annual Renewal Fee after the third year of this Guarantee and may cancel this Guarantee for any of the following reasons:
 - a. The building is sold or there is a change in ownership (A new Guarantee may be issued by agreement between the new owner and Cook's).
 - b. Customer fails to fulfill all obligations as specified in the Agreement and Guarantee.
 - c. There occurs a natural disaster or other event, such as a storm, flood, fire, etc., which substantially alters or destroys the effectiveness of the Cook's treatment.
 - d. There occurs a change in state or federal law which substantially alters or affects Cook's ability to perform its obligations under the Agreement.
 - e. Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon® System.
3. This Guarantee is specifically limited to only those structures set forth in the Agreement and graph.
4. Georgia Customers: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

II. RETREATMENT GUARANTEE

1. Cook's will perform the following services during the term of this Guarantee:
 - a. Install Sentricon termite bait stations in the soil around the structure(s) according to guidelines established by Dow AgroSciences.
 - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
 - c. Make an annual inspection of the structure and provide all required reports.
2. This Guarantee is limited to retreatment services only and does not cover damage or repairs to the structure or its contents.

III. CUSTOMER OBLIGATION

1. Customer agrees to maintain the treated structure free of any moisture condition that permits termites to survive without returning to the soil. Such conditions include, but are not limited to, roof leaks, improper ventilation, faulty plumbing or improper drainage. In addition, all wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish Systems (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, must be kept and maintained at least six [6] inches above ground level. The presence of any of these conditions shall void the Guarantee. It is the Customer's sole responsibility to identify and correct these conditions.
2. It is the sole responsibility of the Customer to notify Cook's in writing if the building is sold, ownership changes, additions are made, stations are removed, or if the Guarantee is to be terminated for any other reason. If additions are made or stations removed, additional charges will be required for the installation of new stations and for the Guarantee to remain in effect.
3. All initial treatment charges are due at the time the services are provided, unless financed or other written payment arrangements are agreed to by and between Customer and Cook's. All annual renewal fees are due as required by the payment terms and conditions.
4. Customer will cooperate fully with Cook's by making the structure(s), and all areas where there are monitoring stations, available for all inspections and servicing. Customer understands that access to the stations is an essential element to the performance of this agreement and in any situation where access requires permission from an adjoining property owner, it shall be the customer's sole responsibility to obtain any necessary permission. Removal of stations will result in a lack of termite protection and void your Guarantee.
5. Removal or tampering with Sentricon stations by customer could void this agreement at Cook's sole discretion. Customer agrees to contact Cook's immediately if any station is removed or disturbed.

IV. CUSTOMER UNDERSTANDS AND AGREES

1. The Sentricon® System treatment being provided is for native Subterranean and Formosan Termites and does not include protection for Drywood Termites, Boring Beetles or any other wood destroying organisms, mold, Wood Decay Fungus, moisture damage or any other moisture related conditions.
2. The Sentricon® System involves station monitoring, eliminating any detected termite colonies, and continued station monitoring to ensure protection from any new termite colonies.
3. If applicable, Customer releases Cook's from any liability from all treatment, retreatment, inspection, or repair of termite damage in any area associated with or identified in the "Official Waiver of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites" or similar "Exceptions to Treatment Standards" which prohibited a full, initial minimum treatment of the subject property.
4. If this Guarantee is cancelled, for whatever reason, Customer shall not be entitled to any re-payment of annual renewal fees paid.
5. All components of the Sentricon® System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of the components, other than the right of installation by Cook's on Customer's premises pursuant the Agreement.
6. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon® System, they shall notify the Customer and offer one of the following: a. If the Customer and Cook's agree on the use of an alternative form of termite protection, a new agreement shall be entered into and Customer shall receive credit for any unearned payments; or b. If the Customer or Cook's elects to discontinue the Agreement, the customer shall receive a refund for any unearned payments.
7. Upon the expiration or termination of this Agreement, either Cook's, Dow AgroSciences, or their representative are authorized by the Customer to retrieve from the premises the Sentricon stations and other system components. In the event Customer refuses to permit access to the premises for removal of the Sentricon® System components, Customer shall be liable to Cook's for the amount of \$25.00 per month for each month Customer refuses to permit access for retrieval of system components as agreed in this paragraph.
8. State regulations may require specific treatment standards for a conventional liquid barrier termite treatment. However, these standards will not be performed as part of this Agreement because the Sentricon® System is a conceptually different type of termite treatment which does not involve a liquid barrier treatment. The Sentricon® System is registered for use in this state.
9. There is no guarantee, and Cook's does not represent, that termites will not return.
10. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.
11. It is understood and agreed between the parties that all monitoring and/or servicing of the bait or the baiting systems ("treatment") shall be performed by Cook's and that Cook's is hereby given the sole and exclusive authority and discretion to determine what treatment shall be provided and the manner in which said treatment is undertaken.
12. The purchase of polyethylene barriers or louvered vents for the crawlspace are to further protect against termites and not sold to control or prevent mold, mildew, rot, or other similar moisture related infestations. Cook's makes no warranties, representations, or guarantees as to the ability of these products to prevent such infestations.

V. 110% MONEY-BACK GUARANTEE

1. Cook's agrees to refund the initial installation charge plus an additional 10% if:
 - a. The Customer's dissatisfaction is communicated in writing within 30 days following the initial installation, and
 - b. After receiving such notice, Cook's fails to reasonably satisfy the Customer within 30 days.

Note: All warranties for materials or services shall be expressly limited to the manufacturer's warranty, if any, and the warranties specifically set forth herein. Cook's makes no other warranties, express or implied, including merchantability and fitness.

The removal of the bait or baiting system may result in a lack of termite protection.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.M.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Quote #1022658v1 from Encore Technology Group for the purchase of telephone equipment, in an amount not to exceed \$4,715.00.

EXECUTIVE SUMMARY:

To approve the purchase of telephone equipment listed in quote #102658v1 from Encore Technology Group in the amount of \$4,715.00 to use with the CloudVoice telephone system.

FISCAL IMPACT:

\$4,715.00 from currently budgeted line item(s).

ATTACHMENTS:

1. Quote 1022658v1 - CloudVoice Purchase of Phones

RECOMMENDATION:

The staff recommendation is approval of the quote from Encore Technology Group.

CONCURRENCES:

Finance and Administration

Prepared For

City of Holly Springs
Ron Carter
3237 Holly Springs Parkway
Holly Springs, GA 30115
rcarter@hollyspringsga.us
(770) 345-5536

Prepared By

Morgan Love
Phone: (770) 666-1433
Email: mlove@encoretg.com

CloudVoice Phones

		Price	Qty	Extended
YEA-SIP-T34W	1301037 Yealink Entry-level IP Phone w/4 lines	\$85.00	21	\$1,785.00
YEA-CP925	Yealink CP925 Conference Phone	\$365.00	2	\$730.00
YEA-SIP-T54W	Yealink SIP-T54W Prime Business Phone	\$175.00	7	\$1,225.00
YEA-EXP50	Yealink T5 series Expansion Module	\$105.00	7	\$735.00
Shipping	Shipping FedEx 3 Day Express Saver	\$240.00	1	\$240.00
Please make the purchase order to: Encore Technology Group, LLC 202 Wall Street Piedmont, SC 29673				
CloudVoice Phones Subtotal				\$4,715.00

Recap	Amount
CloudVoice Phones	\$4,715.00
Total	\$4,715.00

Based on the rapidly changing market, availability, lead times, and potential tariffs are all possibilities. Please note that pricing and availability are subject to change. Encore will notify client of any changes in availability, pricing, or fees (tariffs, surcharges, shipping, etc.) as we are made aware.

Currently, some manufacturers are requiring non-cancellation clauses on purchase orders. For those orders, Encore may also require a non-cancellation clause to be signed before an order can be processed.

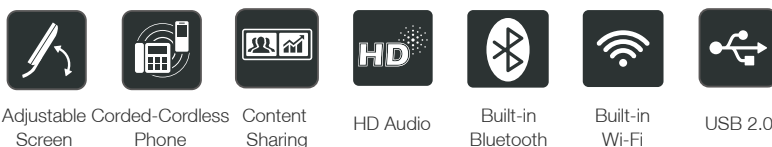
All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Signature

Date

Prime Business Phone to Deliver Optimum Desktop Productivity

Especially designed for busy executives and professionals, Yealink SIP-T54W is an easy-to-use Prime Business Phone with an adjustable 4.3-inch color LCD screen that you can easily and flexibly find the comfortable viewing angle according to the personal and environmental needs. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T54W IP Phone ensures you to keep up with the modern wireless technology and take the first chance in the future wireless age. Its built-in USB 2.0 port allows for USB recording or a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection. Benefitting from these features, the Yealink SIP-T54W is a powerful and expandable office phone that delivers optimum desktop efficient and productivity.



Key Features and Benefits

User Friendly

Yealink SIP-T54W IP Phone features an adjustable 4.3-inch color LCD screen that you can readily adjust it to the comfortable viewing angle according to yourself. As to the audio quality, the SIP-T54W is coupled with the latest version of Yealink Optimal HD Voice technologies, including Yealink Acoustic Shield technology, that effectively eliminate background distractions and noises, deliver crystal clear voice even in a noisy environment. Meanwhile, complying with the latest Hearing Aid Compatibility (HAC) Regulations, its HAC handset helps the person who is with hearing loss to hear the voice more clearly.

Wireless Transmission

Yealink SIP-T54W IP Phone not only furnish you with the built-in Bluetooth 4.2 for Bluetooth headsets and mobile contacts synchronization, but also the built-in dual band Wi-Fi for Wi-Fi connectivity, allowing you to access the 5G Wi-Fi connectivity handily. Also if you want to expand your horizons for busy environments, or, share one phone system with your small team by adding multiple handsets, just simply turn your IP phone to the corded-cordless phone via DECT technology. Moreover, the IP phone can function with Yealink VC Desktop together to share content from your laptop, making collaboration much easier than before.

High Expandability

A built-in USB 2.0 port allows you to enjoy USB call recording via USB flash drive. Via this USB port, you also can connect wired/wireless USB headset without connecting Yealink EHS36 anymore, and connect up to 3 Yealink expansion modules EXP50 which can be programmed with up to 180 paperless DSS keys.

Efficient Installation and Provisioning

The Yealink SIP-T54W supports efficient provisioning and effortless mass deployment with Yealink's Redirection and Provisioning Service (RPS) and Boot mechanism to help you realize the Zero Touch Provisioning without any complex manual settings. Furthermore, a unified firmware and auto-p template that applies to T53/T53W/T54W/T57W phone models, saves even more time and costs for businesses, as well as simplifies the management and maintenance.



- 4.3" 480 x 272-pixel color display with backlight
- Adjustable LCD screen
- Dual firmware images
- T53/T53W/T54W/T57W firmware unified
- Built-in Bluetooth 4.2
- Built-in dual band 2.4G/5G Wi-Fi (802.11a/b/g/n)
- USB 2.0 port for USB recording, wired/wireless USB headsets and EXP50
- Up to 16 VoIP accounts
- Dual-port Gigabit Ethernet
- PoE support
- HAC Handset
- Paperless label design
- Wall mountable

Audio Features

- HD voice: HD handset, HD speaker
- Hearing aid compatible (HAC) handset
- Acoustic Shield
- Smart Noise Filtering
- Audio codec: G.722, PCMU (G.711A), PCMA (G.711μ), G.729, G.729A, G.729B, G.729AB, G.726, G.723.1, iLBC
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- Full-duplex hands-free speakerphone with AEC
- VAD, CNG, AEC, PLC, AJB, AGC

Phone Features

- 16 VoIP accounts
- Call hold, call forward, call waiting, call transfer
- One-touch speed dial, hotline, mute, DND
- Group listening, SMS, emergency call
- Redial, call return, auto answer
- 10-way conferencing
- Direct IP call without SIP proxy
- Ring tone selection/import/delete
- Set date time manually or automatically
- Dial plan, XML Browser, Action URL/URI
- RTCP-XR (RFC3611), VQ-RTCPXR (RFC6035)
- Built-in dual band Wi-Fi:
 - Network standard: IEEE802.11a/b/g/n
 - Transmission rate: Up to 433Mbps (dynamic)
 - Frequency range: 2.4GHz/5.0GHz
- Built-in Bluetooth for:
 - Bluetooth headset,
 - Mobile contacts synchronization
 - Bluetooth call
 - Simultaneous connection of one headset and one mobile phone
- USB port (2.0 compliant) for:
 - Wired/wireless USB headset
 - USB call recording through USB flash drive
 - Color-screen expansion modules EXP50 (up to 3)
 - Wireless Headset Adapter EHS40
- USB/Bluetooth connectivity to Yealink CP900/CP700 speakerphone, USB connectivity to Yealink UH36 headset:
 - Basic functions: Answer / end, call mute
 - Enhanced function: audio optimization, redial, call hold, volume synchronization, multiple calls control
- Content Sharing (via Yealink VCD)
- Enhanced DSS key

Directory

- Local phonebook up to 1000 entries
- Black list
- XML/LDAP remote phonebook
- Smart dialing
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded

Corded-Cordless Phone (via DECT Dongle DD10K)

- Up to 4 DECT cordless handsets
- Up to 4 concurrent calls
- Support Yealink W52H/W53H/W56H/DD Phone/CP930W
- Slave Handset for Master Deskset

IP-PBX Features

- Busy Lamp Field (BLF)
- Bridged Line Appearance (BLA)
- Anonymous call, anonymous call rejection
- Hot-desking, voice mail
- Flexible seating
- Executive and Assistant
- Call park, call pickup
- Centralized call recording, call recording

Display and Indicator

- 4.3" 480 x 272-pixel color display with backlight
- 16 bit depth color
- LED for call and message waiting indication
- Dual-color (red or green) illuminated LEDs for line status information
- Wallpaper
- Intuitive user interface with icons and soft keys
- Multilingual user interface
- Caller ID with name and number
- Screensaver
- Power saving

Feature keys

- 10 line keys with LED
- 10 line keys can be programmed up to 27 various features (3-page view)
- 7 features keys: message, headset, hold, mute, transfer, redial, hands-free speakerphone
- 4 context-sensitive "soft" keys
- 6 navigation keys
- Volume control keys
- Illuminated mute/headset/hands-free speakerphone key

Interface

- Dual-port Gigabit Ethernet
- Power over Ethernet (IEEE 802.3af), class 3
- 1 x USB port (2.0 compliant)
- 1 x RJ9 (4P4C) handset port
- 1 x RJ9 (4P4C) headset port

Management

- Configuration: browser/phone/auto-provision
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- Auto-provision with PnP
- Broadsoft device management
- Zero-sp-touch, TR-069
- Phone lock for personal privacy protection
- Reset to factory, reboot

- Package tracing export, system log

Network and Security

- SIP v1 (RFC2543), v2 (RFC3261)
- Call server redundancy supported
- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV(RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- SRTP for voice
- Transport Layer Security (TLS 1.3)
- HTTPS certificate manager
- AES encryption for configuration file (AES256)
- Digest authentication using MD5/MD5-sess
- OpenVPN, IEEE802.1X, L2TP VPN
- IPv6, LLDP/CDP/DHCP VLAN, ICE
- > WPA2/WPA3
- > Secure boot
- > GARP (Generic Attribute Registration Protocol)

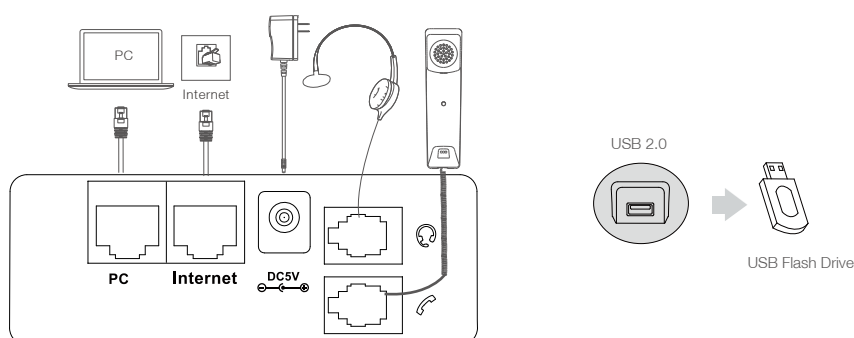
Other Physical Features

- Color: Classic Grey
- Wall mountable (optional)
- External Yealink AC adapter (optional): AC 100~240V input and DC 5V/2A output
- USB output currency: 5V $\equiv$ 500mA
- Power consumption (PSU): 1.7W-4.3W
- Power consumption (PoE): 2.2W-5.5W
- Dimension (W*D*H*T): 233mm*222.6mm*186.1mm*41.7mm
- Operating humidity: 10~95%
- Operating temperature: -10~50°C (+14~122°F)

Package Features

- Package content:
 - Yealink SIP-T54W IP phone
 - Handset with handset cord
 - Ethernet Cable
 - Stand
 - Quick Start Guide
 - Power Adapter (Optional)
- Qty/CTN: 5 PCS
- N.W/CTN: 6.3 kg
- G.W/CTN: 6.8 kg
- Giftbox size: 259 mm*243 mm*103 mm
- Carton Meas: 538 mm*250 mm*265 mm

Compliance



About Yealink

Yealink (Stock Code: 300628) is a global brand that specializes in video conferencing, voice communications and collaboration solutions with best-in-class quality, innovative technology and user-friendly experience. As one of the best providers in more than 140 countries and regions, Yealink ranks No.1 in the global market share of SIP phone shipments (Global IP Desktop Phone Growth Excellence Leadership Award Report, Frost & Sullivan, 2019).

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A High-performance Color-screen Expansion Module

The Yealink EXP50 Color-screen Expansion Module for Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones, is designed to expand the functional capability of your SIP phone to a whole new level. It features a large 4.3-inch color-screen LCD, giving you a vivid visual experience. In addition, it provides you with a simple user interface and advanced call handling capabilities. For example, three pages of 20 flexible button shown on the display can be programmed up to 60 various features. The functionality of Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones will also be extended by the EXP50, you can set the provided multifunctional line keys as BLF, speed dial, call forward, transfer, call park, call pickup, etc. The Yealink EXP50 Color-screen Expansion Module is an ideal solution for receptionists, administrative assistants and contact center workers and give you the ability to monitor contacts and manage a large volume of calls with ease.

Key Features and Benefits

User-friendly Structure Design

With a 4.3-inch color screen, the Yealink EXP50 expansion module is intended to bring a fresh visual experience and an easy operating experience to you. Its new design for the Stand enables you to adjust between two lying angles easily even without disassembling it. To ensure a higher reliability of data transmission and a higher speed of data refresh, a USB cable is chosen to connect EXP50 expansion module to Yealink T53/T53W/T54W/T57W/ T58A/T58W IP phones. Moreover, after connecting to the IP phones successfully, the remaining USB port in the back of EXP50 can also be used to realize the phone's extended functions, for example, call recording via USB flash drive, etc.

Intuitive Visualization

A 4.3-inch 272x480-pixel color screen greatly enriches your visual experience. The color icons for DSS keys, the feature of Wallpaper and Screensaver, all of these offer you a new operating experience as well as allow you to custom the EXP50 in your own style. More than that, its 3 independent control keys with illuminated LED on the bottom are used for fast switching to the corresponding page.

High Expandability

The Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones can be fully equipped with up to three EXP50 Color-screen Expansion Modules, while adding 180 additional buttons at most. Three pages of 20 flexible button with dual-color LED shown on the display can be programmed up to 60 various features that can be used for speed dialing, BLF/BLA, call forward, transfer, etc. Thus, it will help you effectively manage high volume of concurrent calls, effortlessly monitor calls and extremely boost personal productivity.



- 4.3" 272 x 480-pixel color screen
- Color icons for rich visual experience
- 20 physical keys on each page with dual-color LEDs
- Three independent control keys with illuminated LED for fast switching pages
- Supports up to 3 modules daisy-chain
- Stand with 2 adjustable angles

Display

- 4.3" 272x480-pixel color display with backlight
- 16 bit depth color
- Three page views are possible
- Different color icons for each function shown on the LCD

Features Keys and Indicator

- 20 physical keys each with a dual-color LED
- 40 additional keys through page switch
- 3 independent control keys with illuminated LED are used for fast switching pages
- Programmable for shared line, BLF List, call park, conference, forward, group pickup, group listening, LDAP, XML Browser...

Features

- Wallpaper, screensaver, power saving
- Stand with 2 adjustable angles
- For support of two or three Expansion Modules, an external Yealink power adapter (5V/2A) is required.
- Up to three EXP50 can be attached on Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones
- USB port (2.0 compliant) for data in and out
- USB port (2.0 compliant) for:
 - wired/wireless USB headset
 - Wi-Fi through WF40/WF50 for T53
 - USB call recording through USB flash drive
- Max power consumption (PSU): 1.5W
- Dimension (W*D*H*T):
 - 196.5mm*124.0mm*137.5mm*42.6mm
- Applies to Yealink
 - T53/T53W/T54W/T57W/T58A/T58W
- Operating temperature: -10 to +45°C (+14 to 113°F)
- Storage temperature: -30 to +70°C (-22 to +158°F)
- Operating humidity: 10-95%

Package Features

- Package content:
 - Yealink EXP50 Color-screen Expansion Module
 - Stand
 - Connecting Sheet
 - USB Cable
 - Screwdriver
 - Screws
 - Quick Start Guide
- Qty/CTN: 10 PCS
- N.W/CTN: 6.0 kg
- G.W/CTN: 6.598 kg
- Giftbox size: 212mm*148mm*90mm
- Carton Meas: 480mm*310mm*228mm



About Yealink

Yealink (Stock Code: 300628) is a global-leading provider of Unified Communication & Collaboration Solutions specialized in video conferencing, voice communications, and collaboration, dedicated to helping every person and organization embrace the power of "Easy Collaboration, High Productivity".

With best-in-class quality, innovative technology, and user-friendly experiences, Yealink is one of the best providers in more than 140 countries and regions, ranks No.1 in the global market share of IP Phone, and is the Top 5 leader in the video conferencing market (Frost & Sullivan, 2021).

For more information about Yealink, [click here](#).

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Entry-level IP Phone with 4 Lines & Color LCD

An entry-level color screen IP phone with high performance, Yealink SIP-T34W offers support for 4 lines and includes local 5-way conferencing. For its fashionable appearance as well as an extra-large 320x240-pixel color display with backlight, it brings comfortable operation experience and clear visual experience for users. With the built-in dual-band 2.4G/5G Wi-Fi, the T34W ensures you to keep up with the latest wireless technology and gain an advantage in the future wireless era. Additionally, it features a USB 2.0 port that provides seamless connectivity with Yealink wired USB headsets and Bluetooth headsets (via Yealink BT50/BT51A Bluetooth adapters). Designed with a new powerful chip, it helps greatly improved work efficiency. Additional features include a dual-port Gigabit Ethernet with integrated PoE, EHS35 support for Yealink wireless headset, and adjustable multi-angle stand support. These features allow the SIP-T34W to be a high-quality but cost-effective classic IP phone that maximizes productivity in both small and large office environments.



Built-in Wi-Fi



Unified
Firmware



Color Screen



Elegant
Industrial Design



EHS



USB 2.0



Device
Management



HD



5-way
Conferencing



Key Features and Benefits

Stronger Performance, More Possibilities

Equipped with powerful chip, the T3 series owns a stronger computing ability and more upgraded functions, which ensures a higher productivity and smoother office experience. Due to great performance, T3 series is capable to extend more services for different business demands.

Superior HD Audio, Better Communication

The Yealink T3 series provides distraction-free communications with industry leading Smart Noise Filtering Technology, which delivers excellent sound quality without extraneous noises and allows fluent conversations.

Wireless Transmission

In order to adapt to the upcoming era of 5G Wi-Fi, the SIP-T34W is equipped with dual-band Wi-Fi (Dual band). 5G Wi-Fi offers better anti-interference capabilities and faster speeds, allowing you to stay ahead in a busy data environment.

High Expandability

The SIP-T34W features strong expandability with its integrated USB 2.0 interface, providing seamless connectivity with Yealink wired USB headsets and Bluetooth headsets (via Yealink BT50/BT51A Bluetooth adapters).

All in One Platform, Convenient Management

Proven reliability and integrations for Yealink Device Management Platform, installed the unified firmware, T3 series is simple to deploy and manage, which allows a significant reduction in the operation and maintenance cost.

- Built-in dual band 2.4G/5G Wi-Fi (802.11a/b/g/n/ac)
- USB 2.0 port for wired USB headsets/Bluetooth headsets
- Yealink HD Voice
- 2.4" 320 x 240-pixel color display with backlight
- Dual-port Gigabit Ethernet
- PoE support
- Up to 4 SIP accounts
- Local 5-way conferencing
- Support EHS Wireless Headset
- Unified Firmware
- Support YDMP/YMCS
- Stand with 2 adjustable angles
- Wall mountable
- Handset with hall switch

Audio Features

- HD voice: HD handset, HD speaker
- Smart Noise Filtering
- Wideband codec: G.722
- Narrowband codec: PCMU (G.711μ), PCMA (G.711A), G.723.1, G.729, G.729A, G.729B, G.729AB, G.726, iLBC
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- Full-duplex hands-free speakerphone with AEC
- VAD, CNG, AEC, PLC, AJB, AGC

Phone Features

- 4 VoIP accounts
- Call hold, mute, DND
- One-touch speed dial, hotline
- Call forward, call waiting, call transfer
- Group listening, SMS, emergency call
- Redial, call return, auto answer
- Local 5-way conferencing
- Direct IP call without SIP proxy
- Ring tone selection/import/delete
- Set date time manually or automatically
- Dial plan
- XML Browser, action URL/URI
- Integrated screenshots
- RTCP-XR, VQ-RTCPXR
- Built-in dual band Wi-Fi:
 - Network standard: IEEE802.11a/b/g/n/ac
 - Transmission rate: Up to 433Mbps (dynamic)
 - Frequency range: 2.4GHz/5.0GHz
- USB port (2.0 compliant) for: Yealink wired/Bluetooth headsets
- Enhanced DSS Key

Directory

- Local phonebook up to 1000 entries
- Blocklist
- XML/LDAP remote phonebook
- Smart dialing
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded

IP-PBX Features

- Busy Lamp Field (BLF), Bridged Line Appearance (BLA)
- Anonymous call, anonymous call rejection
- Hot-desking, voice mail
- Flexible seating
- Call park, call pickup

- Executive and Assistant
- Centralized call recording
- Visual voice mail
- Call recording

Display and Indicator

- 2.4" 320 x 240-pixel color display with backlight
- 16 bit depth color
- LED for call and message waiting indication
- Dual-color (red or green) illuminated LEDs for line status information
- Wallpaper
- Intuitive user interface with icons and soft keys
- Multilingual user interface
- Caller ID with name and number
- Screensaver
- Power saving

Feature keys

- 4 line keys with LED
- 4 line keys can be programmed up to 12 paper-less DSS keys (4-page view)
- 5 features keys: message, headset, redial, mute, hands-free speakerphone
- 6 navigation keys
- Volume control keys

Interface

- Dual-port Gigabit Ethernet
- Power over Ethernet (IEEE 802.3af), class 2
- 1 x RJ9 (4P4C) handset port
- 1 x RJ9 (4P4C) headset port

Other Physical Features

- Color: Classic Grey
- Wall mountable
- External Yealink AC adapter
AC 100-240 V input and DC 5 V/1.2 A output
- Power consumption (PSU): 1.65-2.94 W
- Power consumption (PoE): 2.33-3.35 W
- Dimension (W × D × H × T): 212 × 186 × 146 × 42 mm
- Operating humidity: 10-95%
- Operating temperature: -10 to +45°C (+14 to 113°F)
- Storage temperature: -30 to +70°C (-22 to +158°F)

Management

- Configuration: browser/phone/auto-provision
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy

- Auto-provision with PnP
- Zero-sp-touch, TR-069
- Phone lock for personal privacy protection
- Reset to factory, reboot
- Package tracing export, system log

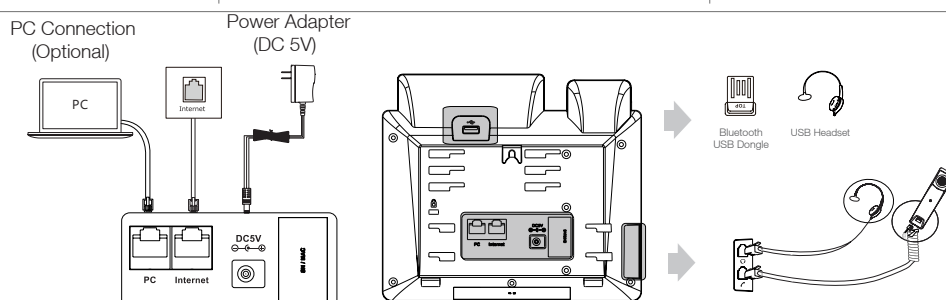
Network and Security

- SIP v1 (RFC2543), v2 (RFC3261)
- Call server redundancy supported
- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV (RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- SRTP for voice
- Transport Layer Security (TLS 1.3)
- HTTPS certificate manager
- AES encryption for configuration file (AES256)
- Digest authentication
- OpenVPN, IEEE802.1X, L2TP VPN
- IPv6
- LLDP/CDP/DHCP VLAN
- ICE
- WPA2/WPA3
- Secure boot
- GARP (Generic Attribute Registration Protocol)

Package Features

- Package content:
 - Yealink SIP-T34W IP phone
 - Handset with handset cord
 - Ethernet Cable (optional)
 - Stand (not applicable to US wall plate Standard)
 - Quick Start Guide
 - Power Adapter (optional)
- Qty/CTN: 10 PCS
- N.W/CTN: 10.286 kg
- G.W/CTN: 11.236 kg
- Giftbox size: 238 × 210 × 103 mm
- Carton Meas: 535 × 443 × 250 mm

Compliance



Learn More

To find out how Yealink solutions can help your organization, visit us at www.yealink.com or mail to sales@yealink.com.

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Touch-Sensitive HD IP Conference Phone

Yealink CP925 is a touch-sensitive HD conference phone designed for small to medium conference room. CP925 adopts a business and introverted design that perfectly matches the calm style of the conference room, but also a acoustics fabric, which is impervious to any accidental liquid spills. Its fingerprint-proof LCD screen with a clear UI interaction page makes it easy for everyone to control the meeting. CP925 has 7 built-in microphones, providing you with a clear and natural conference call experience. In addition, you can connect CP925 to your mobile device (such as smartphone or PC) via Bluetooth to achieve a hybrid UC meeting.

As a valuable complement for your conference room, Yealink concentrates on users themselves, giving you an easy, clear, and engaging business conference experience.



4" Multi-Touch Screen



Yealink Pentagon Meeting Room



Hybrid UC Meeting



Pairing via Bluetooth



Key Features and Benefits

Modest Design, Easy-to-Use User Interface

Yealink CP925 is a hermit in the conference room. Its black acoustics fabric can realize crystal-clear audio and is resistant to water, oil, and stain. Its ultra-thin body, appropriate desktop fit, and ingenious hidden wiring slot, perfectly fit for the simple business style in the conference rooms. Additionally, its built-in Linux system and easy-to-use UI interface, allow users to launch a meeting with one button and increase user adoption.

HD Audio, Smooth Communication

CP925 adopts Y-shaped design and has 6 built-in microphones for sound pickup and 1 microphone for noise cancellation. Its 20-foot and 360° omni-direction sound pickup provide users with clear and natural voice conference experience.

Rich Features and High Expandability

CP925 supports 5-way conference call, enabling participants from different locations to communicate smoothly, reducing costs for your company. You can also connect CP925 to your mobile phone or PC through Bluetooth or to PSTN device CPN10 through USB-C to realize Hybrid UC meeting (including PSTN, SIP, mobile phone, and PC).

- 4-inch multi-touch screen with 480x800 resolution
- Optimal HD audio, full duplex technology
- Yealink Noise Proof Technology
- 20-foot (6-meter) and 360-degree voice pickup
- Built-in 6-microphone array for voice pickup
- Built-in 1-microphone array for noise cancellation
- Power over Ethernet
- 5-way conference call
- Hybrid UC meeting
- Built-in Wi-Fi (2.4GHz/5GHz, 802.11a/b/g/n)
- Built-in Bluetooth 4.2
- Local 3-way PSTN conference via Yealink CPN10

Audio Features

- Optimal HD audio
- Yealink Noise Proof Technology
- Smart Noise Filtering
- 20-foot (6-meter) microphone pickup range
- Apply to small to medium conference room
- Built-in 6-microphone array, 360-degree voice pickup
- Built-in 1-microphone array, decrease noise
- Loudspeaker
 - Frequency: 100-20,000 Hz
 - Volume: 94dB at 0.5-m peak volume
- 56mm diameter and 5w speaker
- Full-duplex speakerphone with AEC
- Echo cancellation tail length is up to 320ms
- Background noise suppression
- Codecs: G722, G722.1C, G726, G.729, G.729A, G723, iLBC, PCMU (G.711A), PCMA (G.711μ)
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- VAD, CNG, PLC, AJB, AGC

Phone features

- 1 SIP account
- Call hold, mute, DND, call recording, hotline
- 5-way conference call
- Analog PSTN calls via CPN10
- Redial, call waiting, emergency call
- Call forward, call transfer, call return, dial plan
- Ring tone selection/import/delete
- Set date time manually or automatically
- Volume adjustment
- Pairing via Bluetooth
- Create meeting directly
- Join meeting seamlessly
- Active Speaker

Directory

- Local phonebook up to 1000 entries
- XML/LDAP remote phonebook
- Intelligent search method
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded
- Block list

IP-PBX features

- Busy Lamp Field (BLF)
- Multicast paging
- Intercom
- Anonymous call
- Anonymous call rejection
- Voice mail
- Distinctive ringtone
- Call pickup

Display

- 4" 480x800 capacitive touch screen
- Volume key
- Home button

Interface

- 1 x RJ45 10/100M Ethernet port
- Built-in Wi-Fi (2.4GHz/5GHz, 802.11a/b/g/n)
- Built-in Bluetooth 4.2
- Power over Ethernet (IEEE 802.3af), class 3
- 1 x USB 2.0 Type-C device port
- 1 x Security slot

Network and Security

- SIP v1 (RFC2543), v2 (RFC3261)
- SIP server redundancy supported
- IPv4/IPv6
- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV (RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS, DSCP
- SRTP for voice encryption
- Transport Layer Security (TLS1.3)
- HTTPS certificate manager
- AES encryption for configuration file (AES256)
- Adb encryption authenticated
- Digest authentication using MD5/SHA1/SHA224/SHA256/SHA384/SHA512
- OpenVPN, L2TP VPN

- WPA2/WPA3
- Secure boot
- GARP (Generic Attribute Registration Protocol)

Management

- Configuration: browser/phone/auto-provision/Yealink Device Management Platform
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- Auto-provision with PnP
- Zero-sp-touch, TR-069
- Reset to factory, reboot
- Package tracing export, system log

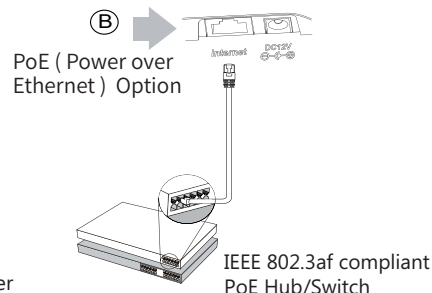
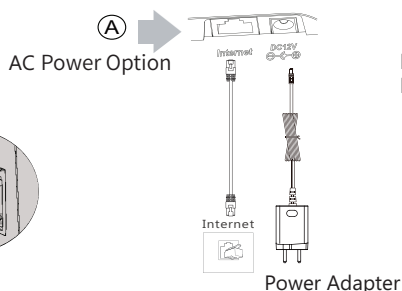
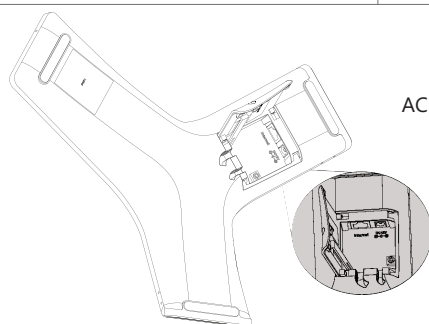
Other physical features

- Color: Black
- External Yealink PoE adapter (optional)
- Power consumption (PSU): 3.5W-11W
- Power consumption (PoE): 4W-12W
- Dimension (W*D*H): 285mm*289.5mm*59.1mm
- Operating humidity: 10~90%
- Operating temperature: -10 to +45°C (+14 to 113°F)
- Storage temperature: -30 to +70°C (-22 to +158°F)

Package Features

- Package content:
 - Yealink CP925 IP conference phone
 - Ethernet Cable (7.5m CAT5E UTP cable)
 - M2x5 screw
 - Screwdriver
 - Yealink Power Adapter
 - Quick Start Guide
 - Yealink PoE Adapter YLPOE30 (Optional)
- Qty/CTN: 5 PCS
- N.W/CTN: 7.036 kg
- G.W/CTN: 8.106 kg
- Giftbox size: 355mm*349mm*108mm
- Carton Meas: 567mm*357mm*365mm

Compliance



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ITEM REPORT

AGENDA ITEM NUMBER: VIII.N.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: CloudVoice Service Agreement between Encore Technology Group and the City of Holly Springs, Georgia to replace the city's current telephone service.

EXECUTIVE SUMMARY:

To approve replacement of the existing telephone system with a new vendor. There will be a considerable monthly cost reduction over what is being paid right now for the current system. The CloudVoice system will add a more robust and functional product compared to what the city now has in place.

There were a total of five vendors contacted and quotes obtained. The three lowest quotes were from Encore Technology Group for the CloudVoice system for approximately \$503.60 per month (not including fees as required by law and not exempt from), Comcast's system was approximately \$695.95 per month (not including fees as required by law and not exempt from), and Ooma's system was approximately \$817.95 per month (not including fees as required by law and not exempt from).

New telephone equipment will be a one-off charge and needs to be approved separately.

FISCAL IMPACT:

Approximately \$503.60 from the current budgeted line item(s). A significant reduction in current costs.

ATTACHMENTS:

1. CloudVoice Agreement

RECOMMENDATION:

The staff recommendation is approval of the service agreement for CloudVoice from Encore Technology Group.

CONCURRENCES:

Finance and Administration.



CloudVoice Service Agreement

City of Holly Springs

Holly Springs, GA

Encore Technology Group

202 Wall Street • Piedmont, SC 29673
(888) 983-6267 • www.encoretg.com

General Information

General

This Encore Cloud Voice Managed Service Agreement hereinafter referred to as the 'Agreement', between the parties identified below defines the terms and conditions for providing the services described herein. Encore Technology Group, LLC shall be the Service Provider and custodian of this Agreement and responsible for its maintenance and revision throughout the term of service.

Service Provider	Client
Encore Technology Group, LLC. 202 Wall Street Piedmont, SC 29673	City of Holly Springs 3237 Holly Springs Parkway Holly Springs, GA 30115
Hereinafter referred to as 'ENCORE'.	Hereinafter referred to as 'CLIENT'

Business Hours of Service

Encore's regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm EST. Encore's business night & weekend hours of service are weekdays from 5:01 pm to 7:59 am EST, and all day on Saturday and Sunday.

Support Center Hours of Service

Encore's Support Center's regular hours of service are Monday through Friday from 7:00 am to 9:00 pm EST. Encore's Support Center's night & weekend hours of service are weekdays from 9:01 pm to 6:59 am EST, and all day on Saturday and Sunday.

Holidays

Encore considers the following days as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Terms and Conditions

All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Encore Support Center

Request Support

The preferred method for initiating a support request is via our web page at <https://encoretg.com/submit-a-ticket/>. Complete and submit the form, and an Encore engineer will be assigned your ticket, and respond via email or phone within the appropriate response time. Alternatively, you reach the Encore Support Center during regular hours of service by phone calling (888) 983-6267, Option 1.

Remote Access

The CLIENT shall cooperate with Encore in attempting the most expedient and cost-effective resolution available. The CLIENT grants and enables Remote Access permission for Encore authorized support personnel to attempt to evaluate and resolve Service Requests. Devices without remote access cannot be supported unless otherwise noted.

Issue Tracking and Reporting

Encore maintains an internal system for tracking service requests from our clients. Encore's Support Center generates a ticket upon CLIENT contact and the system allows us to track and measure the service request. Reports are generated and sent to the CLIENT's designated contact. Custom reports can be generated upon request with any additional details that are logged in the system.

Issue Escalation

We are continually trying to improve our Client experience and want to know when we don't meet expectations. If you have submitted a ticket and are not getting the service you expect, please escalate your issue in the order listed below:

First Escalation	Brandi Brooks	Manager of Cloud Services	(888) 983-6267	www.encoretg.com
Second Escalation	Mike Harris	President	(888) 983-6267	www.encoretg.com

Scope of Work

Scope

This Agreement is limited to the services defined under this section. Services shall be provided for the Term of Service, during Service Hours, and billed in accordance with the Service Payment Schedule.

Term of Service

The installation process for this agreement will be begin on or after 4/01/2025. The monthly recurring services will not begin until after the installation is complete and will remain in effect for 12 months from the date of service activation. The City of Holly Springs has the option to extend this Contract for four (4) one-year terms (not to exceed 5 years in total). The contract will auto renew unless a written Notice of Termination is received at least 30 days before the expiration of the base term (12 months from date of service activation) and any renewal term.

Service Limitation

The services covered under this Agreement are limited to the support relating to Encore CloudVoice Services. Services performed outside the terms of this agreement will be billed at Encore's standard hourly rates based upon the services performed. Some third-party software applications and network infrastructure may not be covered under this agreement and may require manufacturer support.

Managed Services

The managed services listed in the Service Payment Schedule below are included in this Agreement.

Service Level

This Agreement includes Encore's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by an Encore authorized support personnel within (4) business hours.
- **Remote Support Service** - Encore will provide unlimited hours of remote support service relating to Encore CloudVoice Services.

*Onsite support requests are not covered under this agreement. If necessary, any requests for onsite support will be quoted separately.

Standard Network Discovery

Encore may perform a Standard Network Discovery to identify and document all network devices to be supported. A Standard Network Discovery will include all devices, IP Addresses, OS, IOS, Logins/Passwords and remote access credentials. This documentation will be used by Encore to support the CLIENT's network, and not used as a deliverable. However, Encore will share this information with the CLIENT whenever requested.

Contract and Site Preparation

The CLIENT has the option to submit a complete equipment list for equipment and programs to be supported as well as install monitors if applicable or Encore can complete a Site Survey as well as complete site preparation for monitoring during the first pre-scheduled onsite visit.

Payment

Service Payment Schedule

Service Payment Schedule identifies the bill rates and terms for remittance for services rendered under this Agreement and throughout the Term of Service. Service Payment Schedule is provided herein. Additional taxes and fees may apply.

One Time Activation	Quantity	Unit Cost	Subtotal
Services Activation	0		
Optional Dedicated Internet	0		
Overhead Paging	0		
Fax-to-Fax	0		
Fax-to-Email	0		
Total One Time Activation	\$0		

Monthly Recurring Cost	Quantity	Unit Cost	Subtotal
Enterprise User Feature Bundle	40	\$10.00	\$400.00
Optional Dedicated Internet Connection	0	\$0.00	\$0.00
Detailed E911	40	\$0.50	\$20.00
CloudVoice Communicator (Softphone)	26	\$3.00	\$78.00
Fax-to-Fax	0	\$17.50	\$0.00
Fax-to-Email	0	\$10.00	\$0.00
Voicemail Only	1	\$3.50	\$3.50
Banked DID Numbers	7	\$0.30	\$2.10
SMS to Email	0	\$1.00	\$0.00
Total Monthly Recurring Cost	\$503.60		

*Tax and USF Fees not included

Special Considerations Related to CloudVoice

Right to Disconnect

We have the right to suspend or discontinue service generally, or to disconnect the Service, at any time. In addition, we reserve the right to immediately disconnect the Service at any time without notice due to non-payment or unlawful or inappropriate use of the Service.

Reinstatement Fee

Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to \$5 per user, plus the payment of charges through the reinstatement date.

Ownership and Risk of Loss

The CLIENT will own the devices and bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices. Minimum Commitment Contracts for Services and Devices include early termination fees.

User Responsibility

The CLIENT agrees that the CLIENT is responsible for all user(s) related activity on CLIENT's account. The CLIENT understands and accepts full liability and responsibility for the CLIENT's actions or the actions of anyone who uses the Service via the CLIENT's account with or without permission.

Network Integrity

The CLIENT acknowledges that it is the CLIENT's responsibility to ensure the initial and ongoing integrity, maintenance, and performance of the CLIENT's network infrastructure, including any required network upgrades due to hardware obsolescence, firmware updates and best practice configurations. ENCORE will provide the CLIENT with appropriate VoIP network configuration guidelines; however, ENCORE is not responsible for the performance, maintenance, and support of the CLIENT's network infrastructure, unless specifically established in a separate agreement.

Content

The CLIENT is liable for all liability that may arise from the content transmitted to any person, whether or not the CLIENT authorized it, using the Service or Device. The CLIENT agrees that anyone who uses the Service that all content comply at all times with all laws, regulations, and written and electronic instructions for using the Service and the Device.

CALEA

ENCORE intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Service, the CLIENT hereby agrees and consents to ENCORE's right to monitor and otherwise disclose the nature and content of the CLIENT's, communications if and as required by CALEA without any further notice.

Emergency Services - 911 Dialing

The CLIENT acknowledges and understands that ENCORE's 911 dialing is different than traditional 911 service. Please review the 911 Disclosure attached to this agreement in Exhibit A. ENCORE disclaims any obligation to provide CLIENT with access to emergency services in any jurisdiction other than the United States.

Agreement Termination

This Agreement may be terminated with or without cause by either ENCORE or CLIENT by giving 90 days' prior written notice to the other party. Termination of the Agreement will be effective on the date that is 90 days after receipt of such written notice, unless the parties otherwise agree in writing. Encore will continue to provide and be fully compensated for services until the effective date of termination of the Agreement.

In addition, in the event that CLIENT terminates the Agreement for any reason, CLIENT agrees to pay a Termination Fee in a lump sum to ENCORE equal to (1) 100% of total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the effective date of termination of the Agreement and ending on the one year anniversary of the date of the Agreement (the "One Year Anniversary"), if applicable; plus (2) 75% of the total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the One Year Anniversary and ending on the expiration date of Agreement, if applicable. The parties agree that the Termination Fee is a reasonable estimate of the actual loss of income that ENCORE will suffer as a result of termination of the Agreement by CLIENT; the amount of actual loss cannot be precisely measured and would be difficult or impossible to determine; and the Termination Fee is not intended to and does not constitute a forfeiture or penalty or other method to compel performance.

Upon the effective date of termination of the Agreement by either party, unless otherwise agreed in writing by both parties, (a) ENCORE will immediately cease providing the services under the Agreement; (b) CLIENT will pay ENCORE for all services performed prior to the effective date of termination of the Agreement; and (c) CLIENT will pay ENCORE any applicable Termination Fee.

In the event that CLIENT fails to make any payment when due to ENCORE, ENCORE may terminate services by giving 5 days' prior written notice to CLIENT, and CLIENT will pay ENCORE any applicable Termination Fees.

Agreement Renewal & Price Adjustment

This agreement will automatically renew following the initial agreed upon term of service. When renewed, the price for the services covered by this agreement will remain at the then current monthly rate.

General Terms and Conditions

All sales of products and/or services made by Encore Technology Group, LLC (“Encore”) to its Clients (each a “CLIENT”) are subject to these terms and conditions, as amended from time to time (the “Terms”). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT’s acceptance of delivery of any products sold by Encore, (iv) CLIENT’s paying for any products and/or services sold by Encore, or (v) CLIENT’s indicating in some other manner CLIENT’s acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT’s general terms and conditions of purchase regardless of whether or when CLIENT has submitted its purchase order or such terms. Fulfillment of CLIENT’s order does not constitute acceptance of any of CLIENT’s terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE’S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT’S ACCEPTANCE OF THESE TERMS.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE’s Standard Master Services Agreement and any related supplements or those of the third-party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

In the event that CLIENT fails to make any payment when due to ENCORE, ENCORE may terminate services by giving 5 days' prior written notice to CLIENT, and CLIENT will pay ENCORE any applicable Termination Fees.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however, if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and installment deliveries shall be accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify ENCORE of any alleged nonconformity with the warranties set forth in this Agreement. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by ENCORE (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to ENCORE. If ENCORE determines that a defect claim is valid, ENCORE may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. **THE FOREGOING REMEDIES CONSTITUTE CLIENT'S EXCLUSIVE REMEDY AND ENCORE'S SOLE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT.**

Returned Materials Authorization

CLIENT must comply with ENCORE's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to ENCORE plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

ENCORE warrants that it will deliver good title to the products, at the time of delivery the products shall be free from defects in material and workmanship, and all services will be free from defects in workmanship. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. With respect to Products supplied by ENCORE but manufactured by others, CLIENT shall be entitled to seek warranty services from the third-party product manufacturers to the extent that standard manufacturer's warranties are offered by such third parties for the products and ENCORE shall have no responsibility under such third-party manufacturer's warranties or otherwise for such third-party products.

Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID TO ENCORE UNDER THIS AGREEMENT PRIOR TO THE NOTICE OF ANY SUCH CLAIM PROVIDED IN ACCORDANCE WITH THIS AGREEMENT WITH RESPECT TO THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR ANY THIRD-PARTY'S SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOST BUSINESS, LOST REVENUE, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE PRODUCTS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, FAILURE TO REALIZE EXPECTED SAVINGS, SOFTWARE RESTORATION, OR LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION), AND WHETHER OR NOT ENCORE WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events giving rise to the cause of action. The pricing of all products and services is based upon this limitation of liability and ENCORE would not have entered into this Agreement without these limitations on liability. The parties agree that this section reflects a reasonable allocation of risk.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii)

defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (iv) finish all or any portion of its performance of any orders for products or services and charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CLIENT agrees that any software, technical and/or business information owned by Encore (“Information”) or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT’s archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as “confidential” or “proprietary” shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through ‘Third Party Maintenance Agreements’ with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the ‘Third Party Maintenance Agreements’ on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT’s data and information, as deemed appropriate in ENCORE’s sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT’s data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore’s production operating environment. CLIENT’s data will be removed from Encore’s backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT’s data from the operating system at any time from and after thirty (30) days following completion of the services.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of South Carolina, without regard to traditional conflict of laws principles.

Arbitration

Any controversy or claim arising out of or relating to these Terms or breach thereof, including any dispute as to arbitrability and/or the enforceability of this arbitration provision, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Greenville, South

Carolina. The arbitrator(s) may award injunctive relief, actual damages, attorneys' fees and costs as part of any award, but shall have no authority to award any penalties or special, consequential, punitive, or exemplary damages, or to alter or modify any express provision of these Terms, or to render any award which by its terms affects such a modification or alteration of these Terms. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof. Qualified arbitrators shall be mutually agreed upon by both parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Attorneys' Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, arbitration, or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

Indemnification

Purchaser agrees to indemnify, defend, and hold Encore harmless from and against any and all third-party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or resulting from or in connection with this Agreement.

No Changes Without Encore's Written Authorization

Encore objects to and rejects any handwritten or other changes to this Agreement made by CLIENT unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

Notice to CLIENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Acceptance

By signing below the Both ENCORE and the CLIENT agree to the terms in the Agreement.

Encore Technology Group, LLC.
202 Wall Street
Piedmont, SC 29673

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

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A

Important 911 and E911 Disclosure and Notice

The rules of the Federal Communications Commission ("FCC") require that Encore Technology Group, LLC ("ENCORE"), like all Voice Over Internet Protocol ("VoIP") service providers, inform its Clients of any differences between the 911 and E911 access capabilities available with our VoIP service (the "VoIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wireline telephone service. It is important that you understand how these differences affect your ability to access 911 and E911 services. We ask that you carefully read this Notice. If you have any questions or concerns about the information contained in this Notice, or if you do not understand anything discussed in this Notice, please contact ENCORE at 1.866.983.6267.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and understood this 911 and E911 Notice. By completing and signing the Acknowledgment below, you certify that you have received and understood this 911 and E911 Notice.

ENCORE's VoIP 911 and E911 Service are different from traditional wireline telephone 911 service in several important ways. Traditional 911 services automatically route your calls to a trained 911 dispatcher, available on a 24-hour basis, using special answering facilities at the local Public Safety Answering Point ("PSAP") for your location. Traditional E911 services automatically provide to the PSAPs the calling party's call-back number and location. If you are located in an area where the emergency center does not support E911 (i.e., is not capable of simultaneously receiving your telephone number and address), you likely have basic 911 service.

You agree to tell others at your premises, your guests, and other third parties who may be present where our VoIP 911 and E911 Service will be used of these limitations.

- ENCORE'S VOIP 911 AND E911 SERVICE MAY NOT OPERATE DURING A POWER OUTAGE. You understand and acknowledge that the VoIP 911 and E911 Service do not function in the event of a power failure or disruption. Should there be an interruption in the power, our VoIP service, including the VoIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.
- ENCORE'S VOIP 911 AND E911 SERVICE WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED. You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by ENCORE will prevent you from using our VoIP service, including the VoIP 911 and E911 Service.
- ENCORE'S VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO ENCORE WHEN SERVICE WAS INITIATED. You understand and acknowledge that our VoIP 911 and

E911 Service do not function if you move your device to a different street address or location. You also acknowledge that it may take up to 5 days for any change in address to be processed. Accordingly, you should notify ENCORE in advance of any and all changes to your Registered Address. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.

- EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK. You understand and acknowledge that PSAP and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VoIP 911 or E911 Service is not operational for any reason.
- ENCORE VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to traditional 911 dialing over traditional public switched telephone networks.

If you have purchased the specific E911 location service by ENCORE, you understand that ENCORE may contract with third-parties to provide access to emergency services that may include call-back and location information in some locations. This type of access to emergency services is not offered in all areas of the United States, but instead depends on the capabilities of each individual PSAP as well as the ability of third-party provider to offer such capabilities with VoIP calls. In those areas where offered and subject to the limitations of its third-party providers, ENCORE will route your emergency call to the PSAP with your telephone number and service address information ("Registered Address", as provided at the time of Service sign-up). You hereby authorize ENCORE to disclose your name, telephone number, Registered Address information and other relevant identifying information to third-party service providers, including, without limitation, call routers, call centers and PSAPs, for the purpose of dispatching emergency services personnel to your Registered Address.

IN NO EVENT SHALL ENCORE OR ITS AFFILIATES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE SERVICE OR THE DEVICE BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING.

ENCORE DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. ENCORE DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. ENCORE RELIES ON THIRD PARTIES TO ASSIST ENCORE TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. ENCORE

DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

By signing below, the Client acknowledges that they have read and understood the information disclosed in this document, and agree to the terms herein.

City of Holly Springs

Signature

Printed Name

Title

Date

Encore Technology Group

Terms and Conditions

Terms & Conditions of Sale

All sales of products and/or services made by Encore Technology Group, LLC ("Encore") to its customers (each a "CLIENT") are subject to these terms and conditions, as amended from time to time (the "Terms"). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT's acceptance of delivery of any products sold by Encore, (iv) CLIENT's paying for any products and/or services sold by Encore, or (v) CLIENT's indicating in some other manner CLIENT's acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT's general terms and conditions of purchase regardless of whether or when CLIENT has submitted its purchase order or such terms. Fulfillment of CLIENT's order does not constitute acceptance of any of CLIENT's terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE'S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THESE TERMS.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT.

Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and

installment deliveries shall be accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. The foregoing constitutes CLIENT's exclusive remedy for any defective products.

Returned Materials Authorization

CLIENT must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to Encore plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CLIENT shall be entitled to seek warranty services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

Limitation of Liability

Encore's liability to CLIENT is limited to the correct of any defect in any products or services or, (i) with respect to products, refund of the purchase price and, (ii) with respect to services and Enboard software, refund of pro rata fees for period of defect in services or Enboard software), at Encore's sole option. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES PAID TO ENCORE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR THE PRODUCTS OR SERVICES AND SOFTWARE THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE PRODUCTS. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all products and services is based upon this limitation of liability.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization,

arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii) defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (v) finish all or any portion of its performance of any orders for products or services and charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CLIENT agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third Party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third Party Maintenance Agreements' on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT's data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore's production operating environment. CLIENT's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT's data from the operating system at any time from and after thirty (30) days following completion of the services.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer

system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of South Carolina, without regard to traditional conflict of laws principles.

Arbitration

Any controversy or claim arising out of or relating to these Terms or breach thereof, including any dispute as to arbitrability and/or the enforceability of this arbitration provision, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Greenville, South Carolina. The arbitrator(s) may award injunctive relief, actual damages, attorneys' fees and costs as part of any award, but shall have no authority to award any penalties or special, consequential, punitive, or exemplary damages, or to alter or modify any express provision of these Terms, or to render any award which by its terms affects such a modification or alteration of these Terms. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof. Qualified arbitrators shall be mutually agreed upon by both parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Attorneys Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, arbitration, or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, the President, and the Vice President of Services & Operations; no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

References

City of Fountain Inn

Elizabeth Adams

200 N. Main Street

Fountain Inn, SC 29644

Elizabeth.Adams@fountaininn.org

Office:864-531-0644

Bleckley County Schools

Kevin Beck, Director of Technology

242 E. Dykes St.

Cochran, GA 31014

kbeck@bleckley.k12.ga.us

(478) 934-2821 ex. 1501

Carrollton City Schools

106 Trojan Drive

Carrollton, GA 30117

Jenny Popchoke

jpopchoke@carrolltoncityschools.net

cell – 404-734-8697

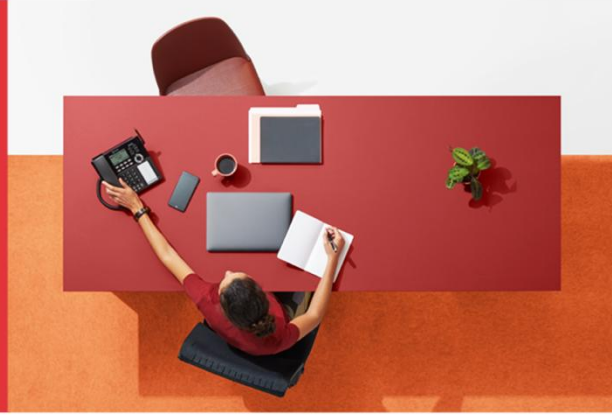


Masergy UCaaS Pricing - City of Holly Springs, GA

1 Year Term Pricing

SIP Services Pricing					
Direct Dial Numbers					
	US	\$0.45	1	\$0.45	Cost per month, per number
Advanced SIP Services					
	Utility Cloud Voicemail	\$8.00	1	\$8.00	Cost per month, per instance
Hosted Voice Pricing					
User Licenses		Monthly Cost	Quantity	Total	
Utility Line					
	US/Canada	\$8.00	2	\$16.00	Cost per month per user license. Common area extensions. Unlimited usage in-country. Limited feature set
Enterprise Hosted					
	US/Canada	\$14.00	7	\$98.00	License cost per month + unlimited domestic usage
Webex - Basic and/or Softphone Only					
	US/Canada	\$16.00	26	\$416.00	Price includes full Cloud PBX: DID, e911, VM w/ transcription, AAs, HGs, and more Basic softphone for PC/Mobile, includes voicemail and contacts
Miscellaneous Services					
		Monthly Cost	Quantity	Total	
	Call Recording	\$4.50	35	\$157.50	Cost per month per license
	Virtual Fax (US/Canada)	\$5.00	0	\$0.00	Cost per month per number, unlimited usage
Total Monthly Cost				\$695.95	
Total Non-Recurring Cost				\$0.00	Non-Recurring Charges include design, consultation, activation, and training *Does not include CPE shipping or professional field installation services costs.

Your Ooma Office Smart Communications Proposal



Customized for: City of Holly Springs

Date: 02/18/2025

Prepared by: Emily Goldstein

Ooma®

Smart communications for the smarter business.



Why choose Ooma?



Built for Your Business

We enable you to serve your customers better and collaborate with your team more efficiently. Ooma Office was designed to serve the needs of a wide range of businesses.



The Right Features at the Right Price

Whether you need a business line with great features, or apps to work from anywhere, Ooma Office helps you keep things running more efficiently. All while saving you money.



Ease of Use

It's simple to setup and manage the system. It's so easy you can do it yourself, but you don't have to! Ooma gives you the ability to manage everything, or give us a call and we can do it for you. We're here 24x7 if you need us.



Great Customer Experience

A lot of companies say this, but at Ooma we're convinced that you'll love the service. And we're transparent about our pricing, there's no hidden fees.



Ooma is a Proven Leader

Ooma has consistently been rated the #1 business phone system by the readers of PC Magazine. Ooma was founded in 2004, and is a publicly traded company (NYSE:OOMA).



525 Almanor Avenue, Suite 200
Sunnyvale, CA 94085

Prepared for: Ron Carter
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs GA

Quote Date: 02/18/2025 **Term:** 1 Year
Quote Expires: 03/14/2025

<u>Item</u>	<u>List Price</u>	<u>Discount Price</u>	<u>Quantity</u>	<u>Monthly</u>
Ooma Office Pro Plus	\$29.95	\$19.95	41	\$817.95
Total Recurring				\$817.95

<u>Item</u>	<u>List Price</u>	<u>Discount Price</u>	<u>Quantity</u>	<u>One-Time</u>
Setup and Provision	\$99.95	\$49.95	1	\$49.95
Total One Time				\$49.95

*Plus Taxes and Fees

Presidents Day Promo – 60 days free
Half off - equipment purchase

Signature

ITEM REPORT

AGENDA ITEM NUMBER: VIII.O.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Agreement #3120298 from Great America Financial Services to renew the existing lease on two (2) multifunction copiers/printers in the Public Safety building for an additional thirty-six (36) months.

EXECUTIVE SUMMARY:

To approve Agreement #3120298 from Great America Financial Services to renew the lease on two (2) multifunction copiers/printers in the Public Safety building for an additional 36 months. There will be a reduction in costs associated with the renewal. The new lease will be \$183.00 per month.

FISCAL IMPACT:

\$183.00 per month from the current budgeted line item(s).

ATTACHMENTS:

1. Agreement - Great America Financial Services Lease Renewal

RECOMMENDATION:

The staff recommendation is approval of the agreement renewal.

CONCURRENCES:

Finance and Administration

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Holly Springs, City of

ADDRESS: PO BOX 990, HOLLY SPRINGS, GA 30142

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)**Duplicating Products Inc. Gainesville, GA****EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

Savin IMC3000 3101R100182 Finisher, PFU, Fax

Savin IMC3000 3101R100186 Finisher, PFU, Fax

EQUIPMENT LOCATION: 3235 HOLLY SPRINGS PKWY, HOLLY SPRINGS, GA 30115

(*PLUS TAX)

TERM IN MONTHS: 36 MONTHLY PAYMENT AMOUNT: \$183.00

PURCHASE OPTION*: Fair Market Value

SECURITY DEPOSIT:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

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

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

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

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

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

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

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290

State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Holly Springs, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 3120298 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

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

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

GreatAmerica Financial Services Corporation
Obligee

Holly Springs, City of
Obligor

By:
Obligee Signature

By: X
Obligor Signature

Print Name & Title

Print Name & Title

Date Accepted:

Date

ITEM REPORT

AGENDA ITEM NUMBER: VIII.P.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: February 24, 2025

AGENDA ITEM: Proposal #30686 from Duplicating Products concerning printing costs for two (2) multifunction copiers/printers in the Public Safety building for an additional thirty-six (36) months.

EXECUTIVE SUMMARY:

To approve Proposal #30686 from Duplicating Products for printing costs. The Proposal provides for maintenance and toner for the equipment. The prices are \$0.00930 per black and white print and \$0.06800 per color print.

FISCAL IMPACT:

Cost varies upon monthly usage.
Current budgeted line item(s).

ATTACHMENTS:

1. Proposal #30686 - Duplicating Products

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration.



P.O. Box 1548
Gainesville, GA 30503

SALES ORDER

Customer Number: **GV7205**
Customer PO: _____
Federal Tax ID# _____
Order Date: **02/07/2025**
Order #: **30686**
Sales Rep: **Dean Snyder**

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

CUSTOMER INFORMATION BILL TO:		CUSTOMER INFORMATION SHIP TO (if different):		
CITY OF HOLLY SPRINGS PO BOX 990 HOLLY SPRINGS, GA 30142		CITY OF HOLLY SPRINGS 3235 HOLLY SPRINGS PKWY HOLLY SPRINGS, GA 30115		
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL
rcarter@hollyspringsga.us	(770) 345-5536	Ron Carter	(770) 345-5536	rcarter@hollyspringsga.us
QTY	MODEL / DESCRIPTION	SERIAL NO.	SERIAL NO.	
2	Savin IMC3000 ID 27177 & 27178	3101R100186	3101R100182	IN PLACE LEASE RENEWAL
2	Savin Punch Unit	3330Z910142	3330Z910140	
2	1 Bin Tray	G791Z160478	G791Z161107	
2	Paper Feed Tray 1 x 550	3511Z110256	3511Z110253	
2	Internal Finisher	3551Z111914	3551Z111911	
2	Fax Option	3331R101549	3331R101743	
2	Caster Table	NSN	NSN	
Leasing Company	Lease Type	Lease Term	Lease Payment	
Great America	FMV 0 dn	36	\$183.00	

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

WARRANTY
N/A

AUTOMATED METER COLLECTION: ☒ Yes (initial)

if no, Email Address: _____

AUTOMATED TONER REPLENISHMENT: ☒ Yes (initial)

MAINTENANCE PLAN:						
METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.00930	0	Monthly	\$0.00930		
COLOR	0.06800	0	Monthly	\$0.06800		

INCLUDES: **ALL SERVICE AND SUPPLIES**

EXCLUDES: **PAPER & STAPLES**

TRADE IN:	Make/Model	Equip ID	Serial Number

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

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon.

MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis.

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

NOTES:	Upon execution of new contracts, DPI will terminate existing Great America Lease Number 017-1645845-000. This Contract is an In Place Renewal
	Thanks for your continued business!

Duplicating Products, Inc.

X

Authorized Signature

DEAN A SNYDER SAE 7 FEBRUARY 2025

Print Name and Title

Date

X

Authorized Signature

02/07/2025

Print Name and Title

Date