



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, November 17, 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. Presentation by Cherokee County School District Superintendent
Dr. Mary Elizabeth Davis
- B. Employee Service Recognition - Five Years of Service
Joe Worthington
- C. Annual Comprehensive Financial Report - Denise Lamazares
- D. State Certification Renewal

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. October 20, 2025 City Council Meeting Minutes.

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Proposed amendment to the City of Holly Springs Financial Management Policy, Purchasing Policies, Section I, Centralized Purchasing System, Items D, E, and F pursuant to House Bill 137 passed by the Georgia General Assembly and effective July 1, 2025.

- B. Change Order dated October 26, 2025, from Summit Construction & Development, LLC to relocate the water meter vault for the Holly Springs Municipal Building in an amount not to exceed \$32,500.
- C. Professional Services Agreement between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs to update the parking report for the Holly Springs Town Center in an amount not to exceed \$5,000.
- D. Proposal dated October 22, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #7 Parking Deck Landscape Design as shown in Exhibit "A", in an amount not to exceed \$7,800.
- E. Change Order #1, dated November 3, 2025, from Triad Building Solutions, LLC, for the installation of 26-gauge pre-finished color standing-seam metal roofing with ice and water shields, 6" box style gutters, and 4" box style downspouts for Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$4,556.25.
- F. Change Order #1, dated November 6, 2025, from Ecu Builders, Inc. for the replacement of oriented strand board (OSB) on Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$3,500.
- G. Change Order #2, dated November 6, 2025, from Ecu Builders, Inc. for the installation of fascia, soffit, and decorative brackets on Towers A and B in the Holly Springs Parking Deck, in an amount not to exceed \$4,142.69.
- H. Agreement, dated October 28, 2025, from Kimley-Horn for structural special inspections, mechanical, electrical, and plumbing (MEP) observations, and material testing for the City of Holly Springs Amphitheater in an amount not to exceed \$95,000, and authorize the Mayor to execute the agreement upon approval of the City Attorney.
- I. Agreement, dated November 13, 2025, from Kimley-Horn for structural special inspections, mechanical, electrical, and plumbing (MEP) observations, and material testing for the City of Holly Springs City Hall in an amount not to exceed \$226,600, and authorize the Mayor to execute the agreement upon approval of the City Attorney.
- J. Award the City of Holly Springs Annual Contract for Sidewalk Repair and Tree Removal Services (RFP #2025-01) to Douglas Outdoors, LLC and authorize the Mayor to execute the Agreement between the City of Holly Springs, Georgia and Douglas Outdoors, LLC upon approval of the City Attorney.
- K. Resolution authorizing the submittal of the Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) application for the fiscal year 2026.
- L. Workforce Innovation and Opportunity Act (WIOA) Youth Services Contract (042527) between the City of Holly Springs, Georgia and the Atlanta Regional

Commission (ARC).

- M. Temporary Advance for Intergovernmental Receivable from the Atlanta Regional Commission (ARC) Workforce Innovation and Opportunity Act (WIOA) Youth Services Contract (042527).
- N. Special Event Permit Application from the Holly Springs Optimist Club for the Holly Jolly Christmas Parade.
- O. Agreement between Jolly Ole St. John LLC and the City of Holly Springs.
- P. Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Health Insurance effective January 1, 2026 with Cigna Healthcare for the medical, dental, and vision coverage.
- Q. Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Supplemental Insurance effective January 1, 2026 with The Standard Insurance Company for Basic Life and Accidental Death & Dismemberment (AD&D) Insurance, voluntary life insurance, short-term disability, long-term disability, voluntary accident insurance, and voluntary critical illness insurance plans.
- R. Resolution of the City of Holly Springs, Georgia, authorizing the renewal of the coverage effective January 1, 2026, with Medcom for the Health Reimbursement Arrangement (HRA), Medical Flexible Spending Account (FSA), and the COBRA administration.
- S. Bond Release for Performance Bonds #1001028360, #1001028361, and #1001177722, and Maintenance Bonds #1001028358, #1001028359, and #1001177723 for Edgewater Subdivision Phase 5.
- T. Resolution to accept and authorize streets to become publicly maintained in Edgewater Subdivision-Phase 5.
- U. Bond Release for Maintenance Bonds #LICX1216532, #LICX1216534, and #LICX1978515 for Province Subdivision.
- V. Resolution to accept and authorize streets to become publicly maintained in Province Subdivision.

IX. REPORTS

X. ADJOURNMENT

Georgia Association of Chiefs of Police



OFFICERS AND STAFF
2025

President
ANITA ALLEN
Albany State University P.D.

1st Vice President
WOODROW BLUE
Forsyth P.D.

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MARK SCOTT
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District Representatives
MICHAEL PERSLEY
Albany P.D.

General Counsel
RICHARD A. CAROTHERS
Atlanta

Executive Director
A.A. "BUTCH" AYERS

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Accenting Professional Law Enforcement Management Through Training

October 9, 2025

Chief Tommy Keheley
Holly Springs Police Department

Dear Chief Keheley:

GACP congratulates the Holly Springs Police Department for becoming a State Certified Agency. Your achievement and hard work have placed you in the top tier of law enforcement in Georgia.

Achieving State Certification not only requires a thorough review of current policies and procedures but ensures the application of state law enforcement standards by your agency. To confirm these requirements were met, your agency was rigorously reviewed by experienced law enforcement professionals and two committees for final recommendation of approval for your Certification, which will be in effect for three years.

Achieving State Certification demonstrates your agency's on-going commitment to building community partnerships and public trust through continuous review and adherence to best practices and standards. GACP would like to thank you for strengthening the State Certification Program and for being a true blueprint for success in the field of law enforcement.

Respectfully,

A handwritten signature in blue ink that reads "A.A. Ayers".

A.A. "Butch" Ayers
Executive Director

3500 Duluth Park Lane, Suite 700 • Duluth, Georgia 30096
Ph: 770-495-9650

**City of Holly Springs
City Council Meeting Minutes
October 20, 2025
6:30 PM**

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

Elected Officials Not Present: None.

Staff Present: City Attorney Robert M. “Bobby” Dyer, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Police Chief Tommy Keheley, Deputy Chief Greg Clyburn, Finance Director Denise Lamazares, and IT/Facilities Manager Ron Carter.

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

Mayor Shirley recognized the Girl Scouts who were present.

- A.** Yard of the Month
Paulette B Kemp

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A.** October 6, 2025 City Council Meeting minutes.

Councilman Wilbur made a motion to approve the consent agenda.
Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0,
Abstained 0.

VII. OLD BUSINESS

- A.** Award the Holly Springs City Hall Construction Manager at Risk (CMAR) for Value Engineering/Guaranteed Maximum Price (GMP) and Construction Services Contract (RFQ #2025-02) to Gilbane, Inc., DBA Gilbane Building Company and authorize the Mayor to execute the Agreement between the City of Holly Springs, Georgia and Gilbane, Inc., DBA Gilbane Building Company upon approval of the City Attorney.

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

- B.** Supplemental Agreement for Professional Architecture/Engineering (AE) Support Services for Value Engineering/Guaranteed Maximum Price (VE/GMP) Phase City Hall at Holly Springs Town Center, Georgia between the CPL Architects, Engineers, Landscape Architect and Surveyor D.P.C. (P.C.) dba CPL and the City of Holly Springs, Georgia.

Councilwoman Phillips made a motion to approve. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- C.** Amend the Professional Services proposal from CPL Architects, Engineers, Landscape Architect, and Surveyor D.P.C. (P.C.) dba CPL for the 2025 Stated Cost Limitation Increase (SCL) from \$10,877,697 to \$19,250,000 for the City Hall at Holly Springs Town Center, Georgia, in an amount not to exceed \$243,700.

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

VIII. NEW BUSINESS

- A.** Amend the Development and Management Agreement among the City of Holly Springs, Downtown Development Authority of Holly Springs, and Stonecrest Homes GA, LLC to include Exhibit B, Town Center Master Budget.

Councilwoman Phillips made a motion to approve. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- B.** Lighting Services Agreement for project # LP114368 between the City of Holly Springs, Georgia and Georgia Power for lighting in the Town Center.

Councilwoman Phillips made a motion to approve. Councilman Wilbur seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- C.** Proposal dated September 15, 2025, from Darrell C. Dinsmore Grading, Inc. for fine grading at the Holly Springs Parking Deck in an amount not to exceed \$88,895.

Councilwoman Phillips made a motion to approve. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- D.** Revised proposal dated October 13, 2025, from BM&K for appraisal services for the Hickory Springs Parkway Project Priority 1 and Priority 2, in an amount not to exceed \$53,600.

Councilman Moore made a motion to approve. Councilman Wilbur seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- E.** Partnership Agreement between the Cherokee County Board of Education and the City of Holly Springs.

Mayor Pro Tem Zenchuk II made a motion to approve. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- F.** Bond Release for Performance Bond #LICX1978521 and Maintenance Bond #LICX1978522 for Town Walk Subdivision.

Mayor Pro Tem Zenchuk II made a motion to approve. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- G.** Resolution to accept and authorize streets to become publicly maintained in the Town Walk subdivision.

Councilwoman Phillips made a motion to approve. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- H.** Create a Job Description for Human Resources Generalist.

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

IX. REPORTS

X. ADJOURNMENT

Mayor Pro Tem Zenchuk II made a motion to adjourn the meeting. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, 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: November 17, 2025

AGENDA ITEM: Proposed amendment to the City of Holly Springs Financial Management Policy, Purchasing Policies, Section I, Centralized Purchasing System, Items D, E, and F pursuant to House Bill 137 passed by the Georgia General Assembly and effective July 1, 2025.

EXECUTIVE SUMMARY:

The Georgia General Assembly passed House Bill (HB) 137 in the 2025 legislative session. HB 137 was signed by Governor Brian Kemp and became effective July 1, 2025. Local government bodies, including counties, municipalities, and school districts are impacted by the legislative changes in HB 137. The provisions of HB 137 include revisions to the thresholds for the competitive bidding process. The new threshold for competitive bidding or proposals for public works projects and other contracts is now \$250,000 or more. Smaller contracts are now exempt from competitive bidding and advertising requirements, allowing for more streamlined and informal purchasing. Local governments must still comply with federal procurement rules when applicable. We have proposed an amendment to the Holly Springs Financial Management Policy to reflect the change in the thresholds for competitive bidding and proposals.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Financial Management Policy_Amended 11172025

RECOMMENDATION:

The staff recommendation is approval of the amendment to the City of Holly Springs Financial Management Policy.

CONCURRENCES:

Finance and Administration

FINANCIAL MANAGEMENT POLICY



Adopted by City Council September 15, 2008
Amended May 19, 2025

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BUDGET

GENERAL BUDGET POLICIES

The budget process provides the primary mechanism by which key decisions are made regarding the levels and types of services to be provided within estimated resources. Budget policy guides this process. Budget policy also directs the City's financial health and stability.

Georgia law (e.g., O.C.G.A. 36-81-2 et seq.) provides the budget requirements for Georgia local governments. The information below provides an outline of the City's application of those laws. The City's goal will be to adopt operating budgets where current revenues equal anticipated expenditures. All departments supported by the resources of this City must function within the limits of the financial resources identified or available specifically to them. A balance must be struck between revenues and expenditures, so that the public can realize the benefits of a strong and stable government. It is important to understand that this policy is applied to budget entities over periods of time which extend beyond current appropriations. By law, budgets cannot exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends.

A. SCOPE

This policy applies to all budgeted funds, which are the responsibility, and under the management of the City of Holly Springs and its Finance Director.

B. FINANCING CURRENT COSTS

Current costs shall be financed with current revenues, including the use of authorized fund balances. The City shall avoid balancing current expenditures through the obligation of future year's resources. The City shall strive to avoid short-term borrowing to meet cash flow requirements. However, the City may enter into short-term borrowing should a critical need arise.

C. BUDGET OBJECTIVE BY TYPE OF FUND

The following budget objectives are established for the different funds the City uses:

1. General Fund – The annual budget for the General Fund shall provide for general government operations of the City and maintain working capital necessary for the City's financial health and stability.
2. Special Revenue Fund(s) – The City adopts annual budgets for each special revenue fund that demonstrate that any legally restricted revenue sources are used consistent with applicable laws and/or regulations (i.e. Hotel/Motel Tax Fund, Parks and Recreation Fund, and Operating Grants Fund).

3. Capital Project Fund(s) – The City adopts project budgets for each of its capital project funds. These adopted appropriations do not lapse at the end of a fiscal year; rather they remain in effect until project completion or re-appropriation by City Council.
4. Debt Service Fund(s) – The City adopts annual budgets for its debt service funds (if applicable). Any remaining fund balances from prior years plus current years' projected revenues shall be sufficient to meet all annual debt service requirements.
5. Enterprise Fund(s) - Although Generally Accepted Accounting Principles (GAAP) or Georgia statutes do not require the City to adopt budgets for enterprise funds, the City will adopt budgets for enterprise funds in order to monitor revenues and control expenses. The City will use a business approach if and when budgeting enterprise funds. Enterprise funds shall be self-supporting whenever possible and subsidized losses will be minimized when break-even is not possible. See the Revenue Policy section.

Additionally, the City classifies funds as either operating funds or non-operating funds. Operating funds are those funds that include appropriations for the payment of salaries/benefits and whose maintenance & operating appropriations are necessary to continue the daily operations of the City. The General Fund will always be an operating fund. Non-operating funds are those funds that do not include appropriations for the payment of salaries/benefits and whose maintenance & operating appropriations are not critical to the daily operations of the City. Examples of non-operating funds are the Hotel/Motel Tax Fund, the Parks and Recreation Fund, and Operating Grants Fund.

OPERATING BUDGET

The operating budget shall be prepared on an annual basis and include those funds detailed in Section I that are subject to annual appropriation (all funds excluding the Capital Project Funds). Prior year budget appropriations and prior year actual data will be provided as reference data, with the current year appropriation. At a minimum, the City shall adopt annual balanced budgets for the general fund, each special revenue fund, and each debt service fund (if applicable) in accordance with O.C.G.A. 36-81-3.

The annual proposed budget should be submitted to the governing authority while being held by the office of the City Clerk for public review/inspection in accordance with O.C.G.A. 36-81-3. Public meetings will be conducted after proper advertisement prior to the City Council adopting and approving the annual budget document. (O.C.G.A. 36-81-5 and 36-81-6).

A. DEPARTMENTAL APPROPRIATIONS

The budget shall be developed based upon "line-item" expenditures within each department broken down by function. This type of budget focuses on categories of expenditures such as personal services, contractual services, supplies, equipment, etc. within each department. At a minimum, each department's appropriation in each fund shall be detailed within the budget document. (O.C.G.A. 36-81-3 and 36-81-5).

B. PERFORMANCE BUDGET

In addition to requesting expenditures by line item, the budget document will include “performance” budget information. A performance budget provides information of each of the departments’ goals and objectives to be accomplished in the upcoming budget year. A performance budget also utilizes “Service Efforts and Accomplishments” which measures services rendered and department efficiency/effectiveness on a historical basis and project targets of the indicators for the upcoming budget year. The City shall strive to minimize and reduce, if possible, staffing levels required to accomplish its service delivery.

C. BUDGET PREPARATION CATEGORIES

Each department shall submit budget requests separately for:

Current services - A current services budget is defined as that level of funding which is necessary to provide the same level of service for the upcoming year that is currently being provided. The current services budget will include replacement capital equipment.

Expanded services - An expanded services budget includes funding requests associated with new services, additional personnel or new capital projects/equipment.

D. BALANCED BUDGET

The budget shall be balanced for each budgeted fund. Total anticipated revenues plus that portion of fund balance in excess of authorized reserves (see operating budget policy H below) that is designated as a budget-funding source shall equal total estimated expenditures for each fund.

E. BASIS OF BUDGETING

Neither GAAP nor Georgia statutes address a required budgetary basis of budgeting; the City adopts budgets in conformity with GAAP for all budgeted funds. All governmental funds use the modified accrual basis of accounting and proprietary fund budgets (when applicable) use the accrual basis of accounting.

F. LEVEL OF BUDGET ADOPTION AND CONTROL

All budgets shall be adopted at the legal level of budgetary control, which is the department level within each individual fund. See policy K below for amending the budget.

G. BUDGET STABILIZATION RESOURCES

The City shall establish a fund balance reserve in all governmental operating funds (defined in Section I of this policy) for working capital. The purpose of working capital is to cover the cost of expenditures caused by unforeseen emergencies, cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes. This reserve shall accumulate and

then be maintained at an amount, which represents no less than three (3) months of operating and debt expenditures (approximately 25% of budgeted expenditures).

H. UTILIZATION OF PRIOR YEAR'S FUND BALANCE IN BUDGET

If necessary, the City may use fund balance in excess of the reserve for working capital (see budget policy G above) as a funding source for that fund's budget. The amount of unreserved fund balance shall be estimated conservatively, taking into consideration future years' needs. The minimum requirement for the reserve for working capital, equal to two (2) months of operating and debt expenditures, must first be met before utilizing the excess fund balance as a funding source for the budget.

I. APPROPRIATION LAPSES AT YEAR END

All operating budget appropriations (including encumbered appropriations) shall lapse at the end of a fiscal year. Purchases encumbered in the current year, but not received until the following year, must be charged against a department's subsequent year appropriation.

J. BUDGET CONTROL REPORTS

The City shall maintain a system of budgetary control reports to assure adherence to the budget. The City will prepare and distribute to departments, timely monthly financial reports comparing actual revenues, and outstanding encumbrances and expenditures with budgeted amounts.

K. AUTHORIZATION OF BUDGET ADJUSTMENTS AND AMENDMENTS

The budget is a dynamic rather than static plan, which requires adjustments and formal budget amendments as circumstances change. The City Council must approve all increases in total departmental appropriations, increases in the personal services budgets (i.e., moving salary or employee benefit budget to other line items), and increases in the number of authorized positions (full and part-time).

Department heads must submit budget amendment requests transferring appropriations from one-line item to another, other than those prohibited above, and obtain approval by the Finance Director and the City Manager. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose shall not be transferred until a formal de-obligation occurs.

At the mid-point of each year, any necessary budgetary appropriations, including budgets for any projects authorized but not funded during the year, shall be appropriated through a supplementary budget ordinance. This mid-point adjustment is limited to requesting additional resources. Such supplemental appropriations shall be balanced with additional revenues for each fund. A justification for each requested change must be prepared (O.C.G.A. 38-81-3).

L. CONTINGENCY LINE-ITEM

The City shall establish an appropriated contingency of one percent of the total annual expenditure appropriation in all operating funds (defined in Section I of this policy) in order to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the City's operations which could not have been reasonably anticipated at the time the budget was prepared. Non-operating funds (defined in Section I of this policy) shall not require a contingency reserve appropriation.

This contingency reserve appropriation will be a separate line item within the budget. This amount shall be subject to annual appropriation. The approval of the City Manager is required before this appropriation can be expended. If approved, the Finance Department will transfer the appropriation from the contingency line item to the applicable line item(s) within the applicable department's budget.

M. MAINTENANCE AND REPLACEMENT OF CAPITAL EQUIPMENT

The City Council will give budget priority to requests that provide for adequate maintenance of capital equipment and facilities and for their orderly replacement.

N. CONTRIBUTIONS

Unless authorized by City Council, outside contributions to programs operated by City departments shall be subject to the City's accounting and budgetary policies. The City welcomes both unrestricted and restricted contributions compatible with the City's programs and objectives. Any material contribution shall be appropriated by City Council prior to expenditure. Material contributions shall be defined as one-time contributions exceeding one percent of the department's annual maintenance and operating expenditure appropriation or \$10,000, whichever is less.

O. ADMINISTRATIVE SERVICE FEE/COST ALLOCATION

Whenever possible, the City may assess an administrative service fee from the General Fund to any other fund, based upon documentation and/or an outside independent study. This assessment will be based upon a percentage of the operating revenues, or services provided to the fund and shall be used to reimburse the General Fund for the administrative and support services provided to the assessed fund.

CASH FLOW BUDGET

For analysis and internal management purposes, the City may prepare an annual cash flow budget in conjunction with the Operating Budget. The purpose of this document will be to provide the necessary guidelines to ensure that cash will be available to pay budgeted costs on a timely basis.

A. BUDGET ALLOTMENTS

Budget allocations (i.e., budget allotments) are used in the operating budget, when needed to manage cash flows. The annual appropriation may be divided into segments in order to ensure that the projected revenue streams will be adequate to fund the appropriated expenditures. The cash flow budget will provide details as to the periods in which the revenues will be collected, and thereby providing for available resources to pay obligations.

CAPITAL IMPROVEMENT PLAN

The Finance Director will prepare a five-year capital improvement plan (CIP) which will be updated annually. This plan will assist in the planning, acquisition, and financing of capital projects. A major capital project generally is defined as an expenditure that has an expected useful life of more than 3 years with an estimated total cost of \$25,000 or more, or an improvement/addition to an existing capital asset. Examples include building/infrastructure construction, park improvements, streetscapes, computer systems, land acquisitions, equipment, and vehicles.

Major capital projects will be budgeted in the appropriate Capital Project Fund with all available resources. With the involvement of the responsible departments, the Finance Director will prepare the capital budget in conjunction with the operating budget.

A. PROJECT LENGTH BUDGET

The CIP budget shall be developed based upon defined projects approved by the Mayor and City Council. Budget appropriation shall include the complete project costs with contingency amounts as appropriate and if available. (O.C.G.A. 36-81-3)

B. BUDGET PREPARATION

Each department, in conjunction with the Mayor and City Council, will identify potential capital projects throughout the year. All identified projects will be added to the CIP document, regardless of available funding. These needed projects will provide a method of tracking and planning for the future needs of the City. Every effort will be made to identify those projects committed by the City Council through legislative action.

C. BUDGET CONTROL REPORTS

The City shall maintain a system of budgetary control reports to assure adherence to the budget. The City will prepare and distribute to departments, timely monthly financial reports comparing actual revenues, and outstanding encumbrances and expenditures with budgeted amounts.

D. AUTHORIZATION OF BUDGET ADJUSTMENTS AND AMENDMENTS

Department heads must submit budget amendment requests transferring appropriations from one line item to another within the same project. The Finance Director and the City Manager shall review

and approve all requests for budget adjustments. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose shall not be transferred until a formal de-obligation occurs. The de-obligation of budget dollars to a specific project will only occur after the completion of the project or when a project was identified, and budgeting and funding is no longer necessary.

E. APPROPRIATIONS AT YEAR END

Capital project appropriations shall carry forward to the subsequent budget period an equal amount to any encumbrances/purchase orders issued as of the close of the fiscal year. Purchases encumbered in the current year, but not received until the following year, must be charged against each department's subsequent year carry-over appropriation. Any remaining appropriation available by project at year-end must be re-appropriated.

F. CONTINGENCY ACCOUNT

The City shall include an appropriated contingency of three percent of the total annual expenditure appropriation in Capital Project Funds in order to accommodate expenditures that may not have been expected during the duration of a capital project. Expenditure of contingency funds shall only be authorized in accordance with the Change Order Policy outlined within the purchasing section of this document. Any contingency budgets shall be subject to annual appropriation.

REVENUES

REVENUE POLICY

This section provides direction in the administration of the revenues the City receives.

The City levies collects and records certain taxes, license and permit fees, intergovernmental revenues, charges for service, investment income, fines and forfeitures, and other miscellaneous revenues and other financing sources.

A. DIVERSIFICATION AND STABILITY

All revenues have particular characteristics in terms of stability, growth, sensitivity to inflation or business cycle effects, and impact on the tax and ratepayers. A diversity of revenue sources can improve a City's ability to handle fluctuations in revenues and potentially help to better distribute the cost of providing services. The City shall strive to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any primary revenue source. When possible, the revenue mix shall combine elastic and inelastic revenue sources to minimize the effect of economic downturns. The City will work towards diversifying its revenue base in order to reduce its dependence upon property taxes.

B. CONSERVATIVE REVENUE ESTIMATES

As part of the annual budget process, an objective analytical process will estimate revenues realistically and prudently. The City will estimate revenues of a volatile nature conservatively.

C. USER BASED FEES AND CHARGES (Exchange Revenue)

The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues is appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups. The City will strive to keep the revenue system simple for the taxpayer or service recipient and to decrease the occurrence of avoidance to pay. The City will avoid nuisance taxes, fees, or charges as revenue sources. The City's revenue system will strive to maintain equity in its structure. That is, the City will seek to minimize or eliminate all forms for subsidization between entities, funds, services, utilities, and customers. However, it is recognized that public policy decisions may lead to subsidies in certain circumstances (e.g., senior citizen partial tax abatement). Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. The Finance Director will forward any proposed changes to the City Council for approval. For services associated with a user fee or charge, a fee shall offset the costs of that service, where possible. Costs of services include direct and indirect costs such as operating and maintenance costs, administrative costs, and charges for the use of capital (e.g., depreciation and/or debt service).

D. ALTERNATIVE REVENUE SOURCES

The City shall seek alternative funding sources whenever possible to reduce the required revenue from non-exchange transactions (e.g., property taxes). Such alternative sources include private and public grants, federal or state assistance, and public and private contributions.

E. REVENUE COLLECTION

The City will follow an aggressive policy of collecting revenues, consistent with state and federal laws. This policy includes charging penalties and interest, revoking City licenses, and providing for the transfer and assignment of tax executions.

F. RATES AND CHARGES

The City Council shall approve annually or as necessary, a fee schedule which includes all revenue rates, charges, and processes in association with receipted funds that are deposited by the City, in accordance with the Code of Ordinances.

CASH AND INVESTMENT MANAGEMENT

The objective of the cash and investment management policy is to maximize interest earnings within an environment that strongly emphasizes legal compliance and safety while providing cash flow liquidity to meet the City's financial obligations. In addition, safeguarding cash and investments held by the City requires the implementation of internal control policies to protect

assets from misappropriation. The City identifies all entities submitting requests for wires, automated clearing house (ACH) credits and debits and transfers between bank accounts and requires management approval prior to the initiation of each transaction to ensure the legitimacy of the request.

A. SCOPE

This investment policy applies to all cash and investments, both short and long-term, which are the responsibility, and under the management of the Finance Director.

B. POOLED CASH/INVESTMENT MANAGEMENT

Except for cash in certain restricted and specialized funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based upon their respective participation and in accordance with generally accepted accounting principles.

C. GENERAL OBJECTIVES

The primary objectives of investment activities shall be as follows:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

i. Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities (primarily obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government)
- Requiring a credit rating of “A3” or better from Moody’s rating agency and “A-” from Standard & Poor’s.
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. Custodial Risk

Custodial risk, that is the risk associated with uninsured deposits, uninsured securities, or securities not registered in the City’s name shall be minimized by collateralization compliant with the provisions of Senate Bill 283, which required the establishment of a multi-bank

pledging pool. Senate Bill 283 established the Secure Deposit Program (SDP) which is administered by the Office of the State Treasurer (OST) for the State Depository Board. The OST contracted with the Georgia Bankers Association (GBA) to administer the program. All deposits in excess of FDIC insurance coverage will be secured by a combination of collateral pledged by each bank and a financial commitment by all the approved covered depositories participating in the SDP.

iii. Interest Rate Risk

The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

iv. Concentration Risk

The risk associated with a high concentration of government funds which are not diversified shall be reduced by:

- Limiting investments to any one issuer to less than 5% of the investment portfolio.
- Investments explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this requirement.

v. Foreign Currency Risk

The City will negate all foreign currency risk through investment only in instruments where exchange rates do not apply.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in instruments offering same-day liquidity for short-term funds.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk

securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

A security with declining credit may be sold early to minimize loss of principal or to reduce any eminent risk as identified under Section 1, "Safety" of this policy

A security swap which improves the quality, yield, or target duration in the portfolio

Liquidity needs of the portfolio require that the security be sold.

D. STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officer(s) acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility of an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions in which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director, referred to as the investment officer in this policy. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

E. SAFEKEEPING AND CUSTODY

1. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security brokers/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). All financial institutions and brokers/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read and understood and agreeing to comply with the City’s investment policy.

An annual review of the financial condition and registration of qualified financial institutions and brokers/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, all criteria identified above shall apply. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state and local law. These types of investment purchases should be approved by the City Council in advance of their purchase.

2. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met.

The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with regulatory policies and procedures including Generally Accepted Governmental Auditing Standards.

3. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian in the City's name, as evidenced by safekeeping receipts.

4. Investment Types

Investments (other than bond proceeds) shall be made in instruments permitted by the State of Georgia for local governments, regulated under Georgia Code, O.C.G.A. 36-83-4. Such instruments include:

- Obligations issued by the U.S. government,
- Obligations fully insured or guaranteed by the U.S. government or by a government agency of the United States,
- Obligations of any corporation of the U.S. government;
- Prime bankers' acceptances,
- The Georgia local government investment pool (i.e., Georgia Fund I)
- Repurchase agreements, and
- Obligations of other political subdivisions of the state

In accordance with O.C.G.A. 36-82-7, investments made with unexpended bond proceeds shall be limited to:

- Bonds or obligations of the governmental entities and/or political subdivisions of the state,
- Bonds or obligations of the U.S. government which are fully guaranteed,
- Obligations of agencies of the U.S. government, bonds or other obligations of public housing agencies or municipal corporations in the United States,
- Certificates of deposit of national or state banks insured by the Federal Deposit Insurance Corporation;
- Certificates of deposit of Federal Saving and Loan Associations; and
- The Georgia local government investment pool (Georgia Fund I)

5. Collateralization

The City participates in the Secure Deposit Program (SDP) established by Senate Bill 283 in 2017. All deposits in excess of FDIC insurance coverage are secured by a combination of collateral pledged by each bank and a financial commitment by all the approved covered depositories participating in the SDP.

6. Repurchase Agreements/Derivatives

Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements. Investments in derivatives of the above instruments shall require authorization by the City Council and shall be consistent with GFOA Recommended Practices on the “Use of Derivatives by State and Local Governments”.

F. USING GEORGIA FUND I

The City will utilize the State of Georgia local government investment pool (i.e., Georgia Fund I) anytime this investment tool is deemed to be in the best interest of the City. Criteria used to determine the use of this investment pool will be the same as any other investment purchase.

G. INVESTMENT PARAMETERS

1. Diversification

The investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities)
- Limiting investments in securities that have higher credit risks
- Investing in securities with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as the Georgia Local Government Investment Pool, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. Maximum Maturities

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. The City shall adopt weighted average maturity limitations ranging from 90 days to 5 years, consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the City Council.

H. REPORTING

1. Methods

The investment officer shall prepare an investment report monthly which shall be included in the Monthly Financial Report. Information provided will include a management summary that provides an analysis of the status of the current investment portfolio and transactions made

over the last month. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include the following items:

- Listing of individual securities held at the end of the reporting period with maturity dates
- Realized and unrealized gains or losses resulting from appreciation or amortization by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks
- Percentage of the total portfolio which each type of investment represents.

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which the portfolio performance shall be compared on a regular basis.

3. Marking to Market

The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least monthly.

Governmental Accounting Standards Board (GASB) References:

Statement No. 3, Deposits with Financial Institutions, Investments, and Reverse Repurchase Agreements

Statement No. 28, Accounting and Financial Reporting for Securities Lending Transactions

Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools

Statement No. 40, Deposit and Investment Risk Disclosures

Statement No. 72, Measuring fair value and standards of accounting and financial reporting for investments.

EXPENDITURES

EXPENDITURE POLICY

This section provides guidance on authorized expenditures for all departments under the authority of the City Manager. This section shall cover those costs incurred for normal business operations, including those associated with salaries and benefits. Operating guidelines and procedures for

procuring goods and services shall be issued under separate cover(s) as they do not constitute or necessitate City Council approval.

A. APPROPRIATION

In conjunction with the annual budget process, the City Council shall authorize departments appropriations consistent with the annual adopted operating and capital budgets. Departments shall not incur expenditures unless an appropriation is available.

B. EXPENDITURE APPROVAL

All expenditures relating to City operations shall be processed consistent with procurement/purchasing guidelines. Once the Finance Director or his designee receives the proper documentation from the incurring departments, the execution of payment shall occur. The Finance Director or his designee shall only process transactions for payment based upon the proper approval for the dollar amount of the expenditure, including adequate documentation, received either electronically or in writing.

City staff shall utilize the following controls to protect the financial assets of the City when processing expenditures:

1. Each check issued by the City is required to have two signatures from the authorized check signers' list including elected officials, the city manager, and the city clerk.
2. Positive Pay will be used in all operating accounts whereby secure files are uploaded to our financial institution(s) to ensure that checks and Automated Clearing House (ACH) transactions presented for payment match the records of the City.
3. ACH transactions and wires require prior approval of the finance director. The finance director shall initiate a telephone call to the recipient of each ACH or wire to ensure that the information provided on the invoice(s) or wiring instructions is accurate. The city manager is required to review and approve each ACH or request for wires prior to submission to the financial institution(s).

C. SETTLEMENT OF DISPUTE

The Finance Director shall review expenditure documents for compliance and appropriateness with all City policies and procedures. Expenditure documents that are not in compliance with these policies and procedures shall be returned to the originating department with recommendations for changes (e.g., travel issues, cellular phone use). In the event the department does not agree with the Finance Director's recommendations, the City Manager shall make the final decision.

D. ELECTED OFFICIALS ALLOCATION

During the annual budget process, an appropriation will be allocated to the elected officials to be used at his/her discretion for the benefit of the City (e.g., travel costs incurred at the annual GMA conference). The amount appropriated will be dependent upon the approval during the budget process.

E. PROFESSIONAL SERVICES

1. INTRODUCTION

Professional services are those services considered to be "professional" in nature, i.e. technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of such services. Examples include but are not limited to, Architects, Attorneys, Engineers, Accountants, Appraisers, etc... These types of services are awarded based on open competitive negotiations and demonstrated competence and qualifications for the type of services required at a fair and reasonable price rather than on "low-bid".

2. ROLE OF THE CITY MANAGER OR HIS DESIGNEE

The City Manager shall be responsible for ensuring adherence to all rules and regulations concerning the procurement of Professional Services. The City Manager is also responsible to proceed with a request for proposals (RFP).

3. COMPETITIVE SEALED PROPOSALS

Once the request for proposal process has been approved to proceed, the following guidelines shall be followed:

- a) Public Notice
Adequate public notice shall be given in accordance with state and federal law.
- b) Receipt of proposals
Proposals shall include any information necessary to demonstrate qualifications for this project, as well as, all information requested in the RFP, including all forms necessary to comply with state and federal law.
- c) Evaluation
The received proposals shall be evaluated according to the factors as stated in the RFP by a review committee.
- d) Short-list Recommendation
After evaluation of the RFPs, the review committee shall make a recommendation for a short-list of qualified applicants for further examination.
- e) Interviews
Once the short list has been recommended, interviews shall be conducted with the relative firms concerning their abilities, project concepts, and the relative utility of alternative methods of furnishing the required services.
- f) Ranking
Following the interviews, firms shall be ranked and presented in order of preference to the City Council. If a firm other than the top-ranked firm is selected, the City must provide a written explanation.
- g) Negotiation

Once final selection is made, negotiations with the firm shall be conducted. If a fee is not agreed upon within a reasonable time, negotiations may be closed. Negotiations may be initiated with the second-ranked firm at this time and this process may be continued until a mutually satisfactory contract is negotiated.

F. COMPETITIVE NEGOTIATION QUALIFICATIONS-BASED SELECTION FOR PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING

Except as provided in (2) and (3) below, the City of Holly Springs shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

1. SOLICITATION

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

2. REQUEST FOR PROPOSAL (RFP)

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

(A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

- (B) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- (C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;
- (D) Specify the contract type and method(s) of payment to be utilized;
- (E) Identify any special provisions or contract requirements associated with the solicited services;
- (F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- (G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

3. EVALUATION FACTORS

- (A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- (B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- (C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.
- (D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:
 - (1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a

project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Holly Springs's FHWA-approved DBE program.

4. EVALUATION, RANKING AND SELECTION

(A) Consultant proposals shall be evaluated by the City of Holly Springs based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the City of Holly Springs shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in City of Holly Springs written policies and procedures (as specified in § 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the City of Holly Springs shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The City of Holly Springs shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

5. NEGOTIATION

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Holly Springs shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

(C) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).

(D) The City of Holly Springs shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

6. SMALL PURCHASES

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City of Holly Springs may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

(I.) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.

(II.) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.

(III.) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

(IV.) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

7. NONCOMPETITIVE

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

(I.) The City of Holly Springs may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

(II.) The City of Holly Springs shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.

(III.) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

(A) The service is available only from a single source;

(B) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(C) After solicitation of a number of sources, competition is determined to be inadequate.

(IV.) Contract costs may be negotiated in accordance with the City of Holly Springs noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

G. ADDITIONAL PROCUREMENT REQUIREMENTS

1. Common Grant Rule.

(I.) The City of Holly Springs must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City of Holly Springs must comply with

Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

2. **Disadvantaged Business Enterprise (DBE) program.**

(I.) The City of Holly Springs shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Holly Springs's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

The City of Holly Springs must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

CREDIT/PURCHASING CARD POLICY

The purpose of this policy is to set requirements and standards for the City of Holly Springs Credit/Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for government officials using such credit/purchasing cards. At no time should a city issued credit/purchasing card be used for personal purchases regardless of the circumstances. Utilizing the credit/purchasing card for personal use or for any item or service not directly related to such official's/employee's public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

A. SCOPE

This credit/purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by government officials authorized to be issued such government purchasing cards or government credit cards. The below list of government officials have been authorized by the governing authority of the city to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this credit/purchasing card policy:

1. Mayor

2. City Council
3. City Manager
4. Department Heads
5. Other Authorized Employees

B. PUBLIC INSPECTION

In accordance with O.C.G.A. § 36-80-24(b) any documents related to purchases using government purchasing cards or government credit cards incurred by government officials shall be available for public inspection.

C. TRANSACTION LIMITS

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$10,000. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$15,000 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

D. PURCHASING RESTRICTIONS

1. Government Officials may not use a government purchasing card or government credit card for the following:
 - a. Any purchases of items for personal use.
 - b. Cash refunds or advances
 - c. Any transaction greater than the transaction limits set forth by this policy.
 - d. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
 - e. Alcoholic beverages of any kind. Such purchases shall not be made with the credit/purchasing card and will not be reimbursed by the city.
 - f. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.
2. Government Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
 - a. Purchases of items for official city use which fall within the transactional restrictions of this policy.
 - b. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
 - c. Emergency purchases necessary to protect city property.

E. OTHER RESPONSIBILITIES

1. Authorized users must maintain possession of issued credit/purchasing card.
2. Authorized User must follow established travel or purchasing policies.
3. Authorized users must submit all receipts and supporting documents for monthly reconciliation.
4. Authorized user must immediately report to the program administrator if their credit/purchasing card is lost or stolen.

F. ADMINISTRATOR

The city designates the office of the City Clerk as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

1. Serve as a liaison between the city's cardholders and the issuers of such cards.
2. Maintain the cardholder agreement for all cardholders.
3. Provide instruction, training, and assistance to cardholders.
4. Maintain account information and secure all cardholder information.
5. Keep cardholders up-to-date on new or changing information.
6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to the appropriate parties, including the issuer.
7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
8. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
9. Identify any changes to named persons authorized to use a government purchasing card or government credit card.
10. Any other duties assigned by the municipal governing authority.

G. ACCOUNTING AND AUDITING

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly/quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The monthly/quarterly review and audit should happen within 30 days of the start of a new

month/quarter. After completing the monthly/quarterly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month/quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within 30 business days.

H. VIOLATIONS

The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government purchasing card or government credit card. The government purchasing card or government credit card shall be revoked whenever a cardholder is removed from office or no longer employed with the city and shall be suspended if such government official has been suspended from office or employment.

I. AGREEMENT

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign an acknowledgment form indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

TRAVEL AND MEAL EXPENDITURE POLICIES

This section provides guidance on authorized expenditures for all departments under the authority of the City Manager. This section shall cover those costs incurred for travel and meal expenses by any elected official, City employee, or board member who travels on City related business. Operating guidelines and procedures for procuring travel and meal expenses shall be issued under separate cover(s) as they do not constitute nor necessitate City Council approval.

A. APPROPRIATION

In conjunction with the annual budget process, the City Council shall authorize department appropriations for travel and meal expenses consistent with the annual adopted operating budgets. Departments shall not incur travel expenditures unless an appropriation is available, or budget amendment has been completed.

B. EXPENDITURE APPROVAL

All expenditures relating to travel and meals shall be processed consistent with procurement/purchasing guidelines. Once the Finance Director receives the proper documentation from the incurring departments, the execution of payment shall occur. The Finance Director or his designee shall only process transactions for payment based upon the proper approval for the dollar

amount of the expenditure, including adequate documentation, received either electronically or in writing.

C. SETTLEMENT OF DISPUTED REIMBURSEMENT CLAIMS

The Finance Director shall review expenditure documents for compliance and appropriateness with all City policies and procedures. Expenditure reimbursement requests that are not in compliance with these policies and procedures shall be returned to the originating department with recommendations for changes (e.g., travel issues, cellular phone use). In the event the department does not agree with the Finance Director's recommendations, the City Manager shall make the final decision regarding whether to authorize the reimbursement.

D. TRAVEL EXPENSES

The City shall reimburse/pay expenses incurred by elected officials, employees and board members for travel relating to official City business. Official business shall be deemed that which has been approved prior to the expenditure being incurred on a City of Holly Springs Travel Authorization form. Travel authorization forms are required for any travel exceeding 50 miles of the employee's place of work.

1. Lodging: hotel/motel charges shall qualify for reimbursement when they exceed a 50-mile radius of the employee's place of work. All traveling personnel shall minimize the expense associated with hotel/motel costs by procuring a government rate for qualified stays. Lodging expense shall be benchmarked against the U.S. General Services Administration (GSA) approved per-diem rate of reimbursement. When the GSA rate is exceeded by 20% or more, additional justification shall be required from the traveler. When traveling in the State of Georgia, all travelers shall use the hotel/motel tax-exempt status form. Sales and occupancy taxes charged for lodging within the State of Georgia do not qualify as eligible reimbursable travel expenses under this policy. Per diem rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Hotel accommodations for travel less than a 50-mile radius from Holly Springs must be approved by the employee's direct supervisor. Elected officials, the City Manager, Department Directors, and members of Management of the City shall be allowed hotel accommodations for travel less than a 50-mile radius from Holly Springs, based upon meeting schedules and attendance needs.
2. Transportation: approved modes of transportation include vehicle, air, rail, taxi and public transportation. The method selected by the traveler shall be subject to the most economically feasible, taking into consideration the value of time. If a City vehicle is available, it should be used in lieu of a personal vehicle. Generally, the City will not reimburse for the use of a personal vehicle within 10 miles of an employee's official headquarters and/or residence.
 - i. Mileage: miles traveled in personal vehicles shall be reimbursed at the rate designated by the Internal Revenue Service. Mileage shall be calculated using the employee's place of work as the origination point, so long as the employee reported to work prior to departing to the destination. In the event the employee does not report to work prior to traveling to the destination, mileage shall be reimbursed from the employee's origin, less their normal commute to the workplace. Expenses associated with employee's vehicles such as fuel, oil,

tires, etc. (deemed normal wear and tear) shall not be subject to reimbursement and will be the responsibility of the traveler. Miles traveled in City owned vehicles shall not be subject to reimbursement to the traveler. However, expenses associated with the travel in City vehicles such as fuel, oil, tires, etc. shall be the responsibility of the City, and necessary purchases should follow the guidelines administered by the City Manager.

- ii. Rental Cars: Expenses associated with rental cars, i.e. rental expense and fuel will be paid at cost, with receipts provided. Employees shall rent mid-size or smaller vehicles, or an appropriate vehicle size based upon the number of employees needing transportation. Expenses associated with exceeding this car class will be the responsibility of the traveler. Employees should decline additional insurance coverage offered by rental car companies since the City's insurance coverage is applicable to car rentals.
- iii. Air/Rail: transportation provided by major airlines or railroads shall be paid at cost to the traveler. Travel will be limited to coach/economy classes of service. In the event the traveler chooses a class higher than coach/economy (business or first class), the difference of the expense shall be the responsibility of the traveler.
- iv. Taxi/Shuttle: expenses associated with local transportation will be deemed eligible expenses as long as receipts are provided with point-to-point explanations for this mode of transportation. Such documentation should accompany receipts.

3. Meals/incidentals: expenses associated with meals (breakfast, lunch and dinner) and incidentals (snacks, tips, miscellaneous) will be reimbursed upon the submission of receipts in an amount not to exceed the per diem basis by city. Per diem amounts will be derived from the U.S. General Services Administration (GSA), which can be found at <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem>. Overages of meal expenses will be the responsibility of the employee. Alcoholic beverages are not allowable reimbursable expenses and will not be reimbursed pursuant to the City's Drug and Alcohol Policy. Expenses incurred for meals when travel has not included overnight stay shall be reimbursed under Section E of this policy.

4. Program/Seminar/Conference Fees: charges relating to the traveler's attendance to the particular event (training, conference, seminar, etc.) shall be paid by the corresponding department, subject to the provisions identified for expenditures in the City's Expenditure and Purchasing Policies.

E. NON-TRAVEL MEALS

Expenses related to the furnishing of meals, snacks, or food should be limited to the following circumstances:

- 1. Meetings hosted by the City Council, City Manager, City Clerk or Municipal Court Clerk;
- 2. A meeting during regularly scheduled business hours required by law or authorized by a department director which is anticipated to last more than four (4) hours and which, is scheduled through normal meal times;

3. A business meal with someone other than another City official or employee in order to discuss a specific item of City business;
4. Meals that are an integral part of a scheduled meeting at which the individual is required to attend;
5. A business meal with another City employee or official in order to discuss City business as called by an elected official, the City Manager, a Department Director, or management of the City or other persons to be reasonably determined by the City Manager, Department Director, or Management of the City. Receipts provided for meals within this category should detail the nature of the meeting and the people who were present for discussion.

F. SUBMISSION OF EXPENSES

All expenses relating to travel shall be submitted to the Finance Director or his designee no later than 10 days after return from the trip. Non-travel meals shall be submitted no later than 7 days from the date of occurrence.

G. EMPLOYEE BREAK ROOMS

City facilities equipped with break rooms shall be furnished with potable water, coffee, tea, hot cocoa, creamer, sugar, and cups/stirrers at the expense of the City, paid from the respective department's budgets who consume the goods.

H. EXCEPTIONS

Reasonable business expenses associated with an employee's travel, not to exceed \$200, shall be reimbursable upon approval by the City Manager. Expenses exceeding \$200 will require City Council approval.

DEBT ISSUANCE AND MANAGEMENT

The goal of the City's debt policy is to maintain a sound fiscal position; thereby only utilizing long term debt to provide resources to finance needed capital improvements, while accumulating adequate resources to repay the debt. In addition, it is the City's goal to maintain and improve its credit rating through strong financial administration. The City acknowledges that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that excess outstanding debt may have detrimental effects on the ability of the City to meet its continuing operational needs.

Issuing debt commits the City's revenues several years into the future and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to this debt policy helps ensure that the City issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

Credit ratings are the rating agencies' assessment of the City's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates a borrower must pay. Each of the rating agencies believe that debt management is a positive factor in evaluating issuers and assigning credit ratings. Therefore, implementing debt management

practices will be viewed positively by the rating agencies and could influence the City's credit rating and ultimately lower borrowing costs.

A. CONDITIONS FOR ISSUING LONG-TERM DEBT

Debt financing for capital improvements and equipment will be generally used when at least one of the following conditions exist:

1. When one-time, non-continuous projects (those not requiring annual appropriations) are desired;
2. When the City determines that future users will receive a benefit from the capital improvement that the debt financed;
3. When the project is necessary to provide basic services to the City residents;
4. When total debt, including debt issued by overlapping governments (e.g., the county), does not constitute an unreasonable burden to the taxpayers; and
5. Exhaustion of the use of all other possible revenue sources provides no alternative funding for capital projects.

The City will limit its short-term borrowing to cover cash flow shortages through the issuance of tax anticipation notes.

B. SOUND FINANCING OF DEBT

When the City utilizes debt financing, the following will occur to ensure that the debt is soundly financed:

1. Analysis of the financial impact, both short-term and long-term, of issuing the debt;
2. Conservatively projecting the revenue sources that the City will use to repay the debt;
3. Ensuring that the term of any long-term debt the City incurs shall not exceed the expected useful life of the asset the debt financed;
4. Maintaining a debt service coverage ratio (i.e., for revenue secured debt) that ensures that the revenues pledged for the repayment of the outstanding debt will be adequate to make the required debt service payments.

C. DEBT RETIREMENT

Generally, borrowings by the City should be of a duration that does not exceed the economic life of the capital improvement that it finances and where feasible, should be shorter than the projected economic life. To the extent possible, the City should design the repayment of debt so as to rapidly recapture its credit capacity for future use.

D. DISCLOSURE

The City shall follow a policy of full disclosure in financial reporting and with the preparation of a bond prospectus.

E. LEGAL COMPLIANCE

When issuing debt, the City shall comply with all legal and regulatory commission requirements, including the continuing disclosure requirements. This compliance includes adherence to local, state and federal legislation and bond covenants.

More specifically, the Finance Director is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

The City will comply with Amended SEC Rule 15c2-12 (the "Rule") by providing secondary market disclosure for all long-term debt obligations, which are subject to the Rule. As required, the City will submit annual financial information to all nationally recognized municipal securities repositories.

F. CREDIT RATINGS

The Finance Director is responsible for maintaining relationships with the rating agencies that assign ratings to the City's various debt obligations. This effort includes providing periodic updates on the City's general financial condition along with coordinating meetings and presentations in conjunction with new debt issues.

G. INTEREST

Pursuant to Governmental Accounting Standards Board (GASB) Statement No. 89, interest cost incurred before the end of a construction period in financial statements using the economic resources measurement focus (enterprise funds and government-wide financial statements) should be recognized as an expense in the period in which the cost is incurred. Such interest cost should not be capitalized as part of the historical cost of a capital asset.

In financial statements prepared using the current financial resources measurement focus (governmental funds, fund financial statements), interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

H. OTHER POLICIES

All bond issue requests shall be coordinated by the Finance Director. Requests for new bonds must be identified during the Capital Improvement Program (CIP) process. Opportunities for refunding outstanding bonds shall be communicated by the Finance Director.

Annual budget appropriations shall include debt service payments (interest and principal) and reserve requirements for all debt currently outstanding.

Long-term borrowing shall be incorporated into the City's capital improvement plan (see above).

PURCHASING POLICIES

SECTION I. CENTRALIZED PURCHASING SYSTEM

A. SYSTEM ESTABLISHED

The City has established a centralized purchasing system to be used for all purchases of goods and procurements of services by the municipal government.

B. ROLES OF THE CITY MANAGER OR HIS DESIGNEE

The City Manager shall be responsible for ensuring adherence to all rules and regulations for the centralized purchasing system. The Finance Director or his designee shall oversee the day-to-day processing of all purchases and procurements made through the system.

C. INITIATING PURCHASES; REQUIRED FORM

In order to initiate a purchase or procurement, an employee must complete a Requisition Form. The completed requisition form must include a cost for each product or service noted on the form; where the exact cost is not known, estimates may be provided. The form must be signed by the employee and forwarded to his or her department head for approval. If approved, the department head shall sign the requisition form, identify and annotate the accounting code (budget line item) for this expenditure, and forward it to the Finance Director or his designee office for processing.

D. DEPARTMENTAL LIMITS ON PURCHASES

Should the cost or estimated cost of the requested good or service being processed in accordance with paragraph C above be at least \$1,000, but below \$5,000, the department head must submit the purchase requisition form to the Finance Director accompanied by at least two (2) quotes from vendors providing the good or service being ordered. These quotes may be in the form of verbal, phone or email quotes, but nevertheless, be identified by the department head in writing and attached to the requisition form. If the department head chooses to use the more expensive of the quotes obtained, he or she must attach a brief statement to the requisition form justifying that decision. The Finance Director shall then process such requests in accordance with all other requirements of the centralized purchasing system.

Should the cost or estimated cost of the requested good or service being processed in accordance with the paragraph above be at least \$5,000, but not more than \$100,000 the department head must submit the purchase requisition form directly to the City Manager's office accompanied by at least three (3) written quotes from vendors providing the good or service being requested. The City Manager shall review the requisition form and quotes and determine whether or not the request should be approved. The City Manager shall typically approve such requests, but may issue a denial where he or she determines; a) that additional vendor quotes should be obtained; b) the good or service being requested does not reasonably relate to the line item identified by the department head; c) the cash flow in the fund from which the purchase would be made is low or otherwise inadequate; or d) a bona-fide problem exists in the management of the requesting department's budget.

E. PURCHASES EXCEEDING THE CITY MANAGER'S SPENDING LIMITS

Should the cost or estimated cost of the requested good or service being processed in accordance with paragraph C above be more than \$100,000, but not more than \$250,000, the City Manager shall ensure that: a) at least three (3) written quotes from vendors have been obtained are attached to the purchase requisition; b) the requisition is accompanied by a written determination of whether the request was anticipated in the budget; c) compliance with Section I of this policy has been met in the case of the non-budgeted requests; and d) the need for a budget amendment does or does not exist.

Should the City Manager be satisfied that the requested purchase or procurement in this spending range is warranted, he/she shall place the item on the agenda of a regular or special City Council meeting for review and approval/disapproval. Approval of such a purchase request must be granted by a majority vote of Council Members present and constituting a legal quorum at said meeting before the requested item can be ordered or purchased.

F. PURCHASES OF \$250,000 OR MORE

All purchases with an estimated total cost of \$250,000 or more require formal competitive sealed bids, in accordance with the bidding process established in Section III of this manual. If state or federal policies are more stringent than this requirement, then the more stringent policy shall supersede the \$250,000 threshold.

SECTION II. BIDDING PROCESS

A. INITIATING PURCHASES; REQUIRED FORM

The City Manager is delegated the responsibility to issue all formal bid announcements/invitations, with consent from the Mayor and Council.

B. BID SPECIFICATIONS

All public bid specifications for budgeted capital purchases shall be approved by the City Manager prior to announcements/invitations being communicated. Any public bid specifications for non-

budgeted construction shall be submitted to the Mayor and Council for approval prior to advertisement.

C. ADVERTISING

All contracts to be let by public bid shall be advertised in accordance with state law, O.C.G.A. 36-91-20, which may be amended from time to time.

D. BID OPENINGS

As advertised, the City Manager or his designee shall unseal and announce all competitive bids that were submitted prior to the advertised deadline. The opening shall be public and occur at City Hall during normal business hours.

E. BID AWARD

The City Council will award all contracts at a regular or called meeting. The contract will generally go to the lowest bidder provided references and other methods available to the City Manager for determining the quality and reliability of the bidder's work is satisfactory to complete all required work and the bid amount does not exceed the City's budgetary requirements.

Awards are made with the following criteria all being taken into consideration:

- Delivery
- Dependability
- Local Bidder Preference – a local vendor is one whose base of business operations is located within Cherokee County
- Lowest Bid
- Service & Parts Availability
- Vendor Performance, Past, & Present
- Warranty

F. RIGHT OF REFUSAL & RE-BID

The City reserves the right to reject any and all bids whether such right is reserved in the public notice or not and in such case may re-advertise, perform the work with city staff or abandon the project.

SECTION III. EMERGENCY PURCHASES

A. PROCESS

There are certain functions and purchases that may be performed without prior Mayor and Council approval. The emergency repair of city infrastructure and clearing of blocked streets and roads resulting from washouts or similar natural or man-made disasters. However, if such expenditures

exceed the \$100,000 city manager limitation, the city manager shall report the situation to the mayor and council within 48 hours following such repairs.

SECTION IV. PRE-APPROVED VENDORS

A. QUALIFICATIONS

The City will maintain a list of pre-approved vendors. In order to qualify for the list, a vendor must supply a list of three (3) or more references, list of prior work/projects with municipal governments, SAVE affidavit and E-Verify form and proof of liability and workers compensation insurances.

SECTION V. EMPLOYEE TRAINING

A. TRAINING FOR ALL EMPLOYEES & ELECTED OFFICIALS

All employees, including Mayor and Council are required to review a copy of this policy and any amendments thereto.

FUND BALANCE

FUND BALANCE POLICY

The Mayor and City Council recognize that the maintenance of a fund balance is essential to the preservation of the financial integrity of the City and is fiscally advantageous for both the City and its taxpayers. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the City to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The City seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of an adequate fund balance.

Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

In accordance with GASB 54, the City categorizes fund balance beginning with the most restrictive constraints. Fund balance amounts will be reported in the following categories:

- 1) **Nonspendable** – amounts that are not in a spendable form (e.g., inventory and prepaid items) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).
- 2) **Restricted** – amounts that can be spent only for the specific purposes stipulated by external parties either constitutionally or through enabling legislation (e.g., grants or donations and hotel/motel taxes).
- 3) **Committed** – amounts that can be used only for the specific purposes determined by a formal action of the Mayor and City Council through the adoption of a resolution. Commitments may

be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the Mayor and City Council's commitment in connection with future construction projects).

- 4) **Assigned** – amounts intended to be used by the government for specific purposes. Intent can be expressed by the Mayor and City Council or by a designee to whom the Mayor and City Council delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned** – includes all amounts not contained in other classifications and is the residual classification of the general fund only. Unassigned amounts are available for any legal purpose. The Unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting assigned fund balance amounts.

The responsibility for designating funds to specific classifications shall be as follows:

Committed – The Mayor and City Council is the City's highest level of decision-making authority, and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Mayor and City Council.

Assigned – The Mayor and City Council has authorized the City Manager and the Finance Director as officials authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Mayor and City Council, and unassigned fund balance), the City will start with the most restrictive category and spend those funds first before moving down to the next category with available funds.

CAPITAL ASSETS

CAPITAL ASSETS POLICY

A. INTRODUCTION

The Capital Asset Policy is designed to provide a comprehensive description of the capital asset and property systems of the City of Holly Springs. The primary purpose of the policies is to provide for consistent and uniform accounting of capital asset transactions throughout the City; guidelines for physical control and accountability of capital assets; and guidelines for disposal and depreciation of capital assets.

B. DEFINITIONS

Asset Acquisition: There are various methods by which the City acquires assets. These methods include, but are not limited to; purchase, donation, lease/purchase, trade-in, forfeiture,

condemnation, internal/external construction, transfers from other governments, or any other method which transfers title of any property to the City.

Lessee:

The City of Holly Springs is a lessee for noncancellable leases of vehicles and equipment. The City recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments:

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option prices that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Subscription Based Information Technology Arrangements (SBITA):

The City of Holly Springs has non-cancellable subscription-based information technology arrangements (SBITA) for various software applications. The City recognizes a SBITA liability and an intangible right-to-use SBITA asset on the Statement of Net Position. The City recognizes SBITAs with an initial, individual value of \$10,000 or more.

At the commencement of a SBITA, the City initially measures the SBITA liability at the present value of payments expected to be made during the term of the SBITA. Subsequently, the SBITA liability is reduced by the principal amount of SBITA payments made. At inception, the SBITA asset is measured as the initial amount of the SBITA liability, adjusted for SBITA payments made at or before the SBITA

commencement date, plus certain implementation and conversion costs. Subsequently, the SBITA asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to SBITAs include how the City determines (1) the discount rate it uses to discount the expected SBITA payments to present value, (2) the SBITA term, and (3) SBITA payments:

- The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the City uses the prime rate at the SBITA inception date as the discount rate.
- The City term includes the non-cancellable period of the SBITA. SBITA payments included in the measurement of the SBITA liability are composed of fixed payments and purchase option prices that the SBITA is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its SBITA and will remeasure the SBITA asset and liability if certain changes occur that are expected to significantly affect the amount of the SBITA liability.

The City reports SBITA assets with capital assets and SBITA liabilities are reported separately on the Statement of Net Position.

Gifts/Donations: The City capitalizes all equipment acquired through donations at fair market value on the date of the transaction, provided such gift or donation meets the capitalization threshold of this policy. If the equipment is new and the donor can furnish an invoice, the invoice would determine the fair market value. If the equipment is used or no information is available regarding the cost of new equipment on date of acquisition, an appraisal will be conducted to establish the capitalization amount.

Property: Property is divided into several classes including:

Real property: Land and whatever is attached to the land that cannot be readily removed, such as buildings and permanent improvements to the land. Infrastructure is included within this classification.

Personal property: Property that is movable and further classified as tangible and intangible.

Tangible personal property: Property that is moveable such as furniture, machinery, automobiles, or works of art.

Intangible personal property: The right of ownership in property such as bonds, notes, contracts, computer software, programs, and proprietary assets that are created or purchased and owned by the City.

Capital Asset: Any real or personal property acquired by the City which has an estimated useful life of three (3) or more years with an acquisition value of \$5,000 or more. This includes land, improvements to land, easements, buildings, building improvements, vehicles, machinery,

equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in the operations of the government.

Asset Capitalization Amount: The City will capitalize purchased assets at acquisition cost plus costs incurred in preparing the asset for use. The City will recognize acquisition costs based on individual unit prices.

Generally Accepted Accounting Principles (GAAP) Reporting: All assets capitalized under this policy shall be included in the Government-Wide Financial Statements issued by the City and in the annual Comprehensive Annual Financial Report (CAFR).

Gifts/Donations: Gifts and donations are capitalized at fair market value on the date donated, if the value of the asset meets the threshold levels.

C. CLASSIFICATION CATEGORIES

Land: The City will capitalize all costs incurred to acquire land (without regard to a dollar threshold) and to place it in use. The acquisition costs of land should include: (1) the purchase price; (2) ancillary charges; (3) the assumption of any liens or mortgages on the property and accrued interest; and (4) improvements made to the land that are permanent in nature. Examples of ancillary charges to be included in the capitalization costs are: legal and title fees, closing costs, appraisal and negotiation fees, surveying fees, site preparation fees, demolition costs, architect and accounting fees, insurance premiums during construction phase, and transportation charges.

Improvements other than Buildings (IMP): The City classifies improvements to land with limited lives, such as fences, parking lots, and walkways as land improvements. These improvements will be depreciated over their estimated useful lives.

Buildings (BLD): If the City purchases a building, the capitalized cost should include the purchase price and other incidental expenses incurred at the time of acquisition. If the building is constructed, the capitalized cost should include material, labor, supervision, and overhead, or the contract price, including costs such as: permits and licenses, architectural and engineering fees, insurance, title costs, and interest incurred on tax exempt debt (the latter is applicable to enterprise funds only).

Building Improvements: The City capitalizes costs of improvements to a building if the following criteria are met: (1) the expenditures increase the service potential of the building and (2) the total improvement costs, including the contract price, engineering, architectural, and attorney's fees, etc., meet the capitalization threshold of this policy.

- Items considered as improvements include: ramps, fire escapes, truck doors or other appurtenances; modifications to comply with fire, health, or safety codes; conversion of unusable to useable floor space, upgrade of the space.

- Repairs to a building are not considered an improvement unless it extends the useful life of the structure or increases the value of the structure (i.e., a betterment). The City considers ordinary repairs as operating costs.

Construction in Progress (CIP): Construction in progress includes accumulation of on-going project costs that increase the value or life of the asset. Upon project completion, the construction in progress account will be closed and costs will be capitalized into the appropriate asset category (infrastructure, land improvement, building).

Moveable Equipment (EQP): Expenditures for individual items or pieces of equipment meeting the capitalization threshold shall be capitalized, consistent with the designations of personal property, both tangible and intangible as outlined above.

Infrastructure: Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets shall be capitalized based on the capitalization threshold requirement of this policy. Examples of infrastructure include roads, bridges, drainage systems, sidewalks, etc.

D. ANNUAL INVENTORY

Annually, an asset listing is sent to each department for verification of the existence of their department's capital assets. The department should identify any assets that their department has, which are not included on the asset listing. Also, the department should identify any missing assets. The Finance Director or his designee will investigate any missing items with the assistance of the department. Significant unaccounted losses of assets will be brought to the attention of the Finance Director and/or the City Manager for further actions. The Finance Director or his designee, with the cooperation of the department, may make an annual physical inventory to verify the accuracy of inventory records.

E. TRANSFER OR DISPOSAL OF ASSETS

All capital assets are the property of the City. They may not be donated, discarded or transferred to another owner without the Finance Director's direct authorization. Departments should send all surplus assets to the Finance Director for disposition

The disposition of capital assets the City purchased through a Federal grant must follow Federal Guidelines. The guidelines of the specific grant, or Federal general guidelines, will dictate the duration of time that the asset must remain property of the City. The guidelines also will indicate the disposition of the proceeds from the sale of the asset.

All sales by the City of real property or personal property with an assigned value of more than \$500 must be offered for purchase, either by sealed bids, public auction or on-line auction to the highest bidder. Notice of the sale must be published once in the official newspaper of the City or in a newspaper of general circulation in the City. The legal notice must appear not less than 15 days or more than 60 days prior to the date of the sale. The notice must contain a brief description of the property and the conditions of the sale. If the sale is by sealed bid, the bids shall be opened in public

at the time and place stated in the legal notice. The bids shall be kept available for public inspection for 60 days. The City may reject any and all bids or cancel a proposed sale.

Property with an estimated value of less than \$ 500 may be sold without regard to the above provisions. Such sales may be made in the open market without advertisement and without acceptance of bids. The City has the power to estimate the value of the property being sold.

F. DEPRECIATION

The City records depreciation for its capital assets using the straight-line method with no estimated salvage values. For purchased capital assets, the City uses the invoice date as the in-service date.

G. ESTIMATED USEFUL LIFE

For purposes of depreciation, each asset is assigned an estimated useful life. Useful lives are based upon the category of assets. The life of the asset begins when it is placed into service, which is recognized as the invoice date. The estimated lives shall be based upon those recommended by the Governmental Accounting Standards Board (GASB), the Government Finance Officers Association (GFOA), and the City’s experience.

Capital assets of the City are depreciated using the straight-line method over the following useful lives:

Asset Class	Years
Land Improvements	20-30
Buildings and Improvements	20-50
Vehicles	6-15
Machinery and Equipment	3-15
Infrastructure	30-50
Right-to-use leased vehicles and equipment	4-6

H. RESPONSIBILITY FOR CAPITAL ASSET AND PROPERTY INVENTORY AND CONTROL

It is the responsibility of the Finance Director to establish and maintain an accurate accounting of capital assets, and to design and implement continually improved operating procedures for activities required as a result of this policy. It shall be the responsibility of all City departments to cooperate in the capitalization process and to perform the annual inventory.

NON-CAPITAL OPERATING INVENTORY

The primary purpose of the Non-Capital Inventory Policies is to provide:

- For consistent and uniform tracking of assets which are not capitalized under the Capital Asset policy;
- Guidelines for physical control and accountability of items which should be inventoried and tracked based upon purpose; and
- Guidelines for disposal and annual reporting of inventoried, non-capital assets.

A. DEFINITIONS

Operating Inventory Acquisition: There are various methods by which the City acquires operating inventories. The acquisition means may require different methods to identify inventories. The City acquires inventories in the following ways:

New Purchases	City Surplus
Donations	Lease Purchase
Transfers from other department	Internal/External Construction

Operating Inventory Criteria: The City will track inventories when one of the following criteria is met and the value of the inventory is \$5,000 or more:

1. Goods or supplies are purchased with use scheduled for a future date. Examples of this type of inventory include water meters purchased for future installation or bulk paper purchased with the intent to distribute to departments when previous stock has been depleted; or
2. The operating inventory is such that for non-financial related reasons, the tracking of the item(s) is beneficial to the safekeeping of governmental property. Examples of this type of inventory include firearms or official uniforms. Further, specialized tools and equipment may be determined applicable to this policy.

B. CLASSIFICATION CATEGORIES

All inventories shall be classified and reported in compliance with Generally Accepted Accounting Principles (GAAP). Classifications and categories shall be compliant with the Georgia Department of Community Affairs chart of accounts.

C. ANNUAL INVENTORY

Annually, an inventory listing shall be sent from all departments to the Finance Director for verification of the existence of their department's non-capitalized assets. The department should identify any inventories that their department has, which are not included on the capitalized asset listing.

Also, the department should identify any missing items from inventory. The Finance Director will investigate any missing items with the assistance of the department. Significant unaccounted losses of assets will be brought to the attention of the Finance Director and/or the City Manager for further actions. The Finance Director, with the cooperation of the department, may perform an annual physical inventory to verify the accuracy of inventory records.

D. TRANSFER OR DISPOSAL OF ASSETS

All inventory assets are the property of the City. They may not be donated, discarded, transferred or consumed by another department without the Finance Director's notification. Departments should notify the Finance Director for assistance in the disposal of all surplus inventories.

Disposal of inventories to surplus is accomplished by completing the "Inventory/Transfer" form and indicating that the asset is being transferred to surplus. All sales by the City of real property or personal property with an assigned value of more than \$500 must be offered for purchase, either by sealed bids or by auction to the highest bidder. Notice of the sale must be published once in the official newspaper of the City or in a newspaper of general circulation in the City. The legal notice must appear not less than 15 days or more than 60 days prior to the date of the sale. The notice must contain a description of the property and the conditions of the sale. If the sale is by sealed bid, the bids shall be opened in public at the time and place stated in the legal notice. The bids shall be kept available for public inspection for 60 days. The City may reject any and all bids or cancel a proposed sale.

Property with an estimated value of less than \$ 500 may be sold without regard to the above provisions. Such sales may be made in the open market without advertisement and without acceptance of bids. The City has the power to estimate the value of the property being sold.

INTERNAL CONTROLS

INTERNAL CONTROL POLICY

The Comptroller General of the United States issued Standards for Internal Control in the Federal Government (Green Book), which provides an overall framework for establishing and maintaining an effective internal control system. The Green Book adapts principles for government use from the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control-Integrated Framework effective May 14, 2013. The City of Holly Springs follows the five (5) components of internal control and seventeen (17) related principles as developed by COSO and modified by the Green Book for government use listed below:

A. CONTROL ENVIRONMENT

1. The oversight body and management should demonstrate a commitment to integrity and ethical values.
2. The oversight body should oversee the entity's internal control system.
3. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop, and retain competent individuals.

5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

B. RISK ASSESSMENT

1. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
2. Management should identify, analyze, and respond to risks related to achieving the defined objectives.
3. Management should consider the potential for fraud when identifying, analyzing, and responding to risks.
4. Management should identify, analyze, and respond to significant changes that could impact the internal control system.

C. CONTROL ACTIVITIES

1. Management should design control activities to achieve objectives and respond to risks.
2. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
3. Management should implement control activities through policies.

D. INFORMATION AND COMMUNICATION

1. Management should use quality information to achieve the entity's objectives.
2. Management should internally communicate the necessary quality information to achieve the entity's objectives.
3. Management should externally communicate the necessary quality information to achieve the entity's objectives.

E. MONITORING

1. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
2. Management should remediate identified internal control deficiencies on a timely basis.

ACCOUNTING

The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide an effective means of ensuring that financial integrity is not compromised. In addition, such practices shall provide City officials with the necessary resources in order to make sound financial decisions.

A. SCOPE

This policy applies to all accounting records that are the responsibility and under the management of the Finance Director.

B. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)

The City will establish and maintain a high standard of accounting practices. Accounting standards will conform to generally accepted accounting principles of the United States as promulgated by the Governmental Accounting Standards Board (GASB) as amended. The City also will follow the Financial Accounting Standards Board's pronouncements, as applicable.

C. FUND STRUCTURE

The City will maintain the minimum number of funds consistent with legal compliance and sound financial administration. The City will adhere to the mandatory fund structure included in the Georgia Department of Community Affairs' (DCA) uniform chart of accounts (see below). Funds shall be classified in conformity with GAAP. Further, all funds shall be reported within the annual financial statements.

D. UNIFORM CHART OF ACCOUNTS

The Georgia General Assembly passed the Local Government Uniform Chart of Accounts and Reporting act in 1997 (House Bill 491). This law requires the DCA to prepare and issue a standardized chart of accounts for Georgia governments. It shall be the policy of the City to implement and utilize the account classifications as the chart of accounts prescribes.

AUDITING

Georgia Law on Local Government Audits, O.C.G.A. Section 36-81-7, requires an independent annual audit for the City. The annual independent audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. In addition, the City must also comply with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).

A. SCOPE

This policy applies to all funds that are the responsibility and under the management of the City of Holly Springs and its Finance Director.

B. AUDITOR QUALIFICATIONS

A properly licensed Georgia independent public accounting firm shall conduct the audit.

C. CHOOSING THE AUDIT FIRM

Every three to five years, the City will issue a request for proposals to choose an audit firm for a period of three years with two one-year options. The City will request two proposals from qualified public accounting firms. One proposal shall contain the firm's costs and a second will contain the firm's qualifications. The cost proposals shall only be opened after three qualified firms are determined. When awarding the contract for the independent audit, not less than 70% of the decision will be based upon technical qualifications rather than cost.

D. AUDITING AGREEMENT

The agreement between the independent auditor and the City shall be in the form of a written contract or an engagement letter. The contract or engagement letter shall include the request for proposals as an appendix to the written document and all issues addressed in the request for proposals shall be required as part of the contract or engagement letter.

E. INTERNAL AUDIT

The City shall work towards developing and maintaining a strong internal audit function, whereby applying financial practices and policies to transactions. The City shall develop accounting practices and procedures, which will be documented for use in internal control evaluation.

F. MALFEASANCE AND EMBEZZLEMENT

Any employee will be prosecuted to the extent of the law in any instance where the employee is proven to have committed an illegal act such as theft.

FINANCIAL REPORTING

The Finance Director shall develop and maintain an ongoing system of financial reporting to meet the information needs of the government, authorities, and regulatory agencies. In addition, the City Manager, Mayor, Council, Department Heads and the public shall have access to reports to allow them to monitor, regulate, and to use as a basis for future financial decisions.

A. ANNUAL COMPREHENSIVE FINANCIAL REPORT

In conjunction with the annual independent audit, the City shall prepare and publish a Annual Comprehensive Financial Report (ACFR). The City shall prepare the ACFR in conformity with GAAP

and the Government Finance Officers Association's (GFOA) program requirements. Annually, the City will submit its ACFR to the GFOA to determine its eligibility to receive the GFOA's "Certificate of Achievement for Excellence in Financial Reporting." The City shall make this report available to the elected officials, bond rating agencies, creditors and citizens. All financial statements and schedules contained within the ACFR shall be audited as required, with the purpose to effectively communicate the complete financial affairs of the City to all interested readers.

B. ANNUAL BUDGET DOCUMENT

The City shall prepare and publish an annual budget document in accordance with the policies contained within this document. This budget shall measure the annual funding and forecast the financial position of the City.

C. FINANCIAL REPORTING TO THE CITY COUNCIL

On a monthly basis, the Finance Director shall prepare and present a summarized financial report to the City Council for all of the City's funds. This report shall detail prior year comparisons to provide data for analysis.

D. FINANCIAL REPORTING TO THE ADMINISTRATION

In addition to the external reporting detailed above, the Finance Director shall coordinate the reporting needs of each department in order to design and implement those reports which the departments need to make sound business decisions. At a minimum, departments will receive reports detailing monthly department financial activity including expenditures, any personnel costs in excess of the approved budget, and recommended budget line-item reallocations.

E. EXTERNAL FINANCIAL REPORTING

The City shall report in conformity with O.C.G.A Section 36-81-7. A copy of the City's annual audit (i.e., the ACFR) shall be submitted to the Georgia Department of Audits and Accounts within 180 days of year-end, as required.

INTERNAL AUDIT

Government managers are responsible for designing and implementing effective internal controls to ensure that assets are safeguarded; records are reliable; reports on operations are sufficient and fairly presented; fraud, waste, and abuse are deterred; and programs, functions, and activities are conducted economically, efficiently, and effectively. Audits help provide reasonable assurance that local governments are operating in accordance with laws, rules, regulations, and policies; responding to citizen needs; and functioning economically, efficiently, and effectively.

By independently reviewing and reporting on programs, functions, activities, and organizations, auditors provide the public, elected officials, and government managers with a fair, objective, and reliable assessment of local government performance.

A. SCOPE

This policy applies to all departments, offices, boards, commissions, agencies, or other activities under the authority of the Mayor and City Council. It applies to all internal operations of those entities or activities, as well as contracts, agreements, and all other transactions between the City and external entities (e.g., other federal, state, or local government entities and private sector entities).

B. AUDIT SCHEDULE

Scheduling of audits will be a continuous and dynamic process and provide adequate coverage of the City's programs and operations. Managers are encouraged to work with the Finance Director or internal auditor(s) by suggesting areas or programs for audit or requesting other assistance (e.g., reviewing proposed contract terms and conditions, analyzing alternative approaches, conducting investigative work). Potential audits or other requests will be prioritized based on potential risks, City management requests for coverage in specific areas, public interest in a particular area, and achieving an acceptable mix of audit coverage for all of the City's operations.

C. ACCESS TO EMPLOYEES, RECORDS, AND PROPERTY

All officers and employees of the City shall furnish the Finance Director or internal auditor(s) with unrestricted access to employees, information, and records (including automated data) within their custody regarding powers, duties, activities, organization, property, financial transactions, contracts, and methods of business needed to conduct an audit or otherwise perform audit duties. In addition, they shall provide access for the Finance Director or internal auditor(s) to inspect all property, equipment, and facilities within their custody. In addition, all contracts, subcontracts, or other agreements between the City and any outside entity (public or private) shall provide for auditor access to all revenue, expense, and other financial records; performance-related records; and property, equipment, or other purchases paid for in whole or in part with governmental funds and facilities.

D. REPORTING

A final draft audit report will be forwarded to the audited department, office, board, commission, agency, or other activity and the City Manager for review and comment regarding factual content before it is released. The audited entity must respond in writing and specify agreement with audit findings and recommendations or reasons for disagreement with findings and/or recommendations, plans for implementing solutions to issues identified, and a time table to complete such activities. The response must be forwarded to the internal auditor(s) within 30 calendar days or as otherwise specified by the Finance Director or internal auditor(s). The final report will include the audited entity's response. If no response is received, the final report will note that fact. Final audit reports, along with a report summary, will be transmitted to the Mayor and City Council and will be made available to the public upon request.

GRANT MANAGEMENT

INTRODUCTION

The purpose of the Grant Management policy is to develop, implement and maintain meaningful grant oversight and coordination for the City, thereby increasing grant-related revenue, limiting the City's exposure to grant-related liability, and improving the efficiency and impact of programs and services funded through grants.

A. POLICY STATEMENT

To ensure consistency and accountability in securing and managing grant funds, all grant applications must be submitted by the Finance Director, who shall oversee all requests, application submissions, acceptances, and post award and closeout requirements, including programmatic and financial reporting. The Finance Director has sole authority for the drawdown of funds and must review/approve financial reports prior to submission.

B. KEY RESOURCES FOR FEDERAL GRANTS MANAGEMENT

For grants awarded on/after December 26, 2014, the Office of Management and Budget (OMB) implemented 2CFR, Uniform Administrative Requirements for Federal Awards, located in Title 2 of the Code of Federal Regulations.

The guidance is divided into subparts for general provisions, pre-federal award requirements and contents of federal awards, post-federal award requirements, cost principles, and audit requirements.

C. DUNS NUMBER AND SAM ACCOUNT

Dun & Bradstreet (D&B) issues a **DUNS Number**, a unique nine-digit identification number that is required to apply for US federal government contracts or grants. The Finance Director has the sole responsibility of managing and obtaining DUNS numbers for the City.

The **System for Award Management** (SAM) combines the federal procurement systems and the Catalog of Federal Domestic Assistance (CFDA) into a single system. The Finance Director has the sole responsibility of establishing and maintaining the City's SAM account and submitting financial related information and funds drawdowns.

D. GRANT MANAGEMENT ROLES AND RESPONSIBILITIES

Departments that apply for and utilize grant funds, with assistance from the Finance Director, are responsible for conducting all grant-related activity including: planning for grant acquisition; preparation and submission of grant proposals including proposals for continuing current awards; grant writing; preparing departmental budget revision requests to accept grant funds; preparing the City Council's agenda items to accept grant awards; developing grant implementation plans;

managing grant programs and projects; preparing and submitting programmatic reports to grantors; and properly closing out grant projects as detailed in this policy and in the grant agreement or award letter that delineates the terms and conditions of the grant. Departments are assisted with the financial and technical management of the grant by the Finance Director.

Finance Director

The Finance Director is responsible for general management and administration of the City's grant activities; identifies grant opportunities; provides "pre-award" and "post-award" technical assistance to departments to enhance programmatic administration of grants; assists in preparing grant budgets; submits grant reimbursement requests, prepares and submits grant budget revisions; reconciles grant accounts in coordination with the Finance Staff; ensures programmatic reporting requirements are met; and identifies and investigates issues that may arise with respect to the management of agency grants.

The Finance Director is also responsible for the oversight of grant-related financial activity. In this role, the Finance Director reviews financial reports generated by the Finance staff and provides general oversight of other grant-related issues, including the proper budgeting and accounting. The Finance Director has sole authority for the "drawdown" of funds and must approve all financial reports and reimbursement requests prior to submission.

City Attorney

The City Attorney provides a legal review of all grants and contracts including memoranda of understanding and employment or procurement contracts arising from implementation of a grant program; ensures statutory compliance and conformity to Federal and State law, as well as City Code.

City Manager

The City Manager, acting on behalf of the City, is the "Authorized Official" on all grants. The City Manager has authority to approve and sign grant applications for the City at the time of application submission; signs grant agreements that have been approved by the Council.

APPLICATION

The department considering an application for a grant is responsible for pre-application assessment, in which, at a minimum, the factors listed below shall be evaluated, in consultation with the Finance Director and Finance Staff. Pre-application assessment shall be done well in advance of grant submission due dates to avoid last-minute delays or problems that could cause the grant deadline to be missed.

A. PRE-APPLICATION ASSESSMENT

Financial

- Total anticipated project cost
- Match requirements and sources
- Costs that will be incurred by the City as a result of implementing the grant program that will not be recouped in the grant award.

- Program income considerations
- Staffing requirements (including salary and benefits increases for multi-year grants)
- Documentation of a clear continuation plan. It is required that departments develop continuation plans (plans for sustaining grant-funded programs if funding is reduced or terminated) prior to applying for grants, which reflect the potential for loss of funding and the subsequent loss of grant-funded positions or program components. Departments must plan responsibly for either termination or reduction of the program or seek to secure alternative sources of funding. If activities will not be continued absent grant funding, this should be indicated as well.

Programmatic

- Alignment with City's strategic priorities and/or department's business plan
- Provision or expansion of services to address critical needs
- Department's capacity to administer the programmatic and administrative aspects of the grant

B. APPLICATION SUBMISSION

The purpose of this policy is to ensure that each grant application submitted by or on behalf of the City is aligned with an established City priority, meets the City's expectations of document quality, has matching funds available if required by grantor, and that the means for continuation of the project or program after the grant period ends has been given realistic consideration.

The department submitting the grant application is responsible for ensuring that pre-application assessment factors noted above have been evaluated and completed prior to submission.

C. APPLICATION SUBMISSION PROCEDURE

- a) Approval to submit a grant application shall be presented to the Mayor and City Council, only after obtaining approval from:
 - (1) Department Head
 - (2) Finance Director
 - (3) City Manager
 - (4) City Attorney
- b) Consideration for approval on the City Council meeting agenda in advance of the submission deadline.
- c) The Finance Director will provide critical review of grant applications to ensure accuracy, document quality, coordination, and policy and procedure is followed.

D. AWARD NOTIFICATION, REVIEW, AND ACCEPTANCE

Grant agreements are legal contracts. It is the City's responsibility to carry out the project and/or activities associated with a grant to accomplish its objectives, while adhering to all of the terms and

conditions prescribed by the grantor. Failure to do so increases the City's exposure to legal liability and compromises current and future grant funding. Therefore, the Council carries a significant legal and ethical responsibility when accepting grant funding.

The award notification, review and acceptance process have two components: (1) award notification and review and (2) City Council's approval to accept the award.

1. AWARD NOTIFICATION AND REVIEW PROCEDURE

- a) All departments that receive a grant award shall date stamp, duplicate, and forward a copy of the award notification, the grant agreement or contract, and any memoranda of understanding to the Finance Director within two days of receipt.
- b) The department is responsible for reviewing the grant award and ensuring that a legal review be conducted by the City Attorney and that City Council approval to accept the award is completed by the date required by the grantor for full execution.
- c) In the event that funds awarded by the granting entity are reduced from those requested in the original grant application, or factors previously evaluated at the time of application have changed, the department must ensure that the goals, objectives and evaluative components of the grant can still be accomplished within the prescribed timeframe set by the grantor.
- d) If award terms need to be amended before the grant award can be accepted, the department must negotiate with the grantor and obtain changes to the grant award in writing.
 1. If the award terms are negotiated to the department's satisfaction, the department must request that the grantor provide the changes in writing. When the changes have been received in writing from the grantor, the department must submit the grant agreement or contract, any memoranda of understanding and written changes from the grantor to the Finance Director within two business days of receipt.
 2. If the award terms cannot be negotiated to the department's satisfaction, the Department Director upon authorization of the City Manager, the submitting department must prepare a letter to the granting entity to decline the award and provide a copy of the letter to the City Attorney and Finance Director.
- e) The City Attorney shall conduct a legal review of the grant agreement to assess whether the terms and conditions of the agreement are legally enforceable and ensure the City's interests are protected prior to the department's submission of a city council agenda item to accept grant funds.
 1. If the legal review identifies any potential legal issues stemming from the terms and conditions of the agreement, the submitting department must contact the granting entity and seek to resolve the issue.

2. If a resolution cannot be reached, upon authorization of the City Manager, the submitting department must prepare a letter to the granting entity to decline the award and provide a copy of the letter to the City Attorney and Finance Director. The letter should express the City's regret in declining the award and clearly articulate the specific reason(s) the award is being declined.
3. If the legal review identifies no potential legal issues stemming from the terms and conditions of the agreement, the department may submit a "City Council Agenda Item" to accept grant funds.

2. CITY COUNCIL APPROVAL TO ACCEPT AWARD PROCEDURE

The purpose of this policy is to ensure that acceptance of each award granted to the City is formally authorized by the City Council.

- a) The department receiving the grant award must prepare a city council agenda item and fiscal impact statement and submit it for City Council approval before any funds from the granting entity are accepted, appropriated or expended. The agenda item must be accompanied by the award letter, grant agreement and any other required documentation.
- b) Once City Council has approved the grant award, the recipient department shall notify the Finance Director of the City Council's action.
- c) The department must provide the Finance Director with a copy of the award letter and approved budget to request a budget revision to add the grant award to the department's budget. Each grant will be maintained in a separate fund source, project and/or functional code. Separate accountability by funding source shall be maintained and all Federal programs must be properly identified by their individual Catalog of Federal Domestic Assistance (CFDA) numbers.
- d) The department is responsible for submitting any required award activation documents to the grantor by the grant award due date. The department will be assisted with the technical aspects of activating a grant by the Finance staff.

GRANT EXECUTION AND REPORTING

A. USE AND RECEIPT OF GRANT FUNDS

The purpose of this policy is to ensure that grant funds are properly used and received by the City. Violations can result in a range of penalties, including suspension of future funds from the grantor, return of all funds associated with the award, including those already expended, and civil and/or criminal penalties.

1. No grant funds shall be disbursed until a City Council agenda item has been approved by City Council, a budget revision request has been submitted to the Finance Director, an award

letter has been received from the awarding agency, and a project and fund source established in the accounting records.

2. Modifications to the budget associated with a grant-funded project in such a way that alters the grant amount or moves funds from one budget line item to another must adhere to City Council policy and procedures for budget modifications and grantor requirements.
3. Grant funds awarded to the City Council shall not be used to supplant an existing expenditure so that current funds can be diverted to another use, unless such use of grant funds is explicitly identified as allowable in writing by the granting entity in the grant award.
4. All income resulting from a grant-funded project or program shall adhere to City Council policy and procedure and be managed and maintained as established in the award letter, grant agreement, contract, special conditions, or other document generated by the granting entity.
5. All procurement activity associated with grant-funded projects or programs shall follow the procedures outlined in the City's Financial Management Policy.
6. All property acquired through grant funds shall be subject to the City Council's Purchasing Policy, and restrictions and/or requirements set forth within the terms of the grant, including any applicable federal rules or regulations.
7. All grant and any related matching fund revenues and expenditures shall be recorded in the applicable grant fund source/project. Any revenues or expenditures that occur in another program/project that are applicable to a grant or that are used as a match shall have a journal entry (JE) made to put the revenues or expenditures in the appropriate grant project with a detailed explanation, including original general ledger date and batch information.
8. The Finance Director is ultimately responsible for adherence to the stipulations outlined in the approved grant award/contract to ensure that allowable expenditures are incurred.

B. GRANT OVERSIGHT AND MONITORING

The purpose of this policy is to ensure that all grant-funded programs or projects are managed according to the terms set forth in the grant agreement, Grant Management and other applicable City Council policies and procedures.

1. IMPLEMENTATION PLAN

- a) All departments that receive grant awards must develop an implementation plan. The plan must be submitted to the Finance Director within 15 days of City Council approving a grant award.

- b) Departments with existing work plans that provide the elements noted below and plans already included in the grant application or grant award are acceptable implementation plans.
- c) The grant implementation plan shall have the following elements:
 - (1) Project overview
 - (2) Project goals and objectives
 - (3) Identification of activities and dates
 - (4) Identification of roles and associated responsibilities
 - (5) Anticipated expenditure schedule
 - (6) Evaluation matrix that identifies the measurable objectives, the metrics used to measure them, the anticipated completion date, and fields to enter the actual completion date and outcome measures.

PROGRAMMATIC REPORTING AND REIMBURSEMENT

Grants awarded to the City Council may require that progress, programmatic and financial reports be submitted to the grantor. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. Late or inaccurate reports may negatively impact current or future funding.

A. GRANT REPORTING PROCEDURE

- a) Recipient departments must prepare timely and accurate progress or programmatic reports as required by grantor.
- b) The Finance Director shall submit all financial reports, grant budget adjustments, and reimbursement requests to the City Manager for review and approval before submitting them to the grantor. The Finance Director must provide support or reconciliation to the general ledger.
- c) The Finance Director will review the financial reports for content and quality and address any issues with the Finance staff.
- d) Upon satisfaction with the report, the Finance Director will contact the City Manager and authorize the report be submitted to the grantor. A copy of the report will be maintained in the master file.
- e) Programmatic reports shall be submitted to the Finance Director. The Finance Director will review any programmatic reports for content and quality and address any issues with the

recipient department. Upon satisfaction with the report, the Finance Staff will place a copy of the report in the master file.

- f) Copies of all financial status and final reports prepared for submission to the grantor shall be provided, along with the associated grant name and year to the Finance Staff at the time of submission to the grantor.

B. FILE MANAGEMENT, ACCESS AND RETENTION

The Finance Director or his/her designee may review the files, activities, equipment, and facilities, and interview relevant personnel and contracted entities of any City Council project or program that is funded with grants awarded to the City Council.

1. FILE MANAGEMENT PROCEDURE

The master file shall be maintained by the Finance Staff, and a copy of all grant proposals or applications, award letters, memoranda of understanding, contracts, and programmatic and financial reports shall be maintained in the file.

All department and master files associated with a grant award must maintain a file structure that includes, at minimum, the following four sections with clear separations between different fiscal years, unless otherwise directed by the grantor:

- a) Application or Proposal (e.g., application guidance, a copy of the application and research including statistical information used in preparation of and support of the grant)
- b) Award Documents (e.g., award letter, city council agenda item, grant agreement, grant amendments, modifications, extensions, cancellations and terminations and anything else related to the award)
- c) Finance (e.g., account set up, purchase orders, invoices, reimbursement requests)
- d) Programmatic Reports (e.g., reports to granting entity and evaluation components)

2. FILE RETENTION PROCEDURE

The City, in accordance with the Georgia Archives University System of Georgia records retention policy for Local Governments, maintains its programmatic records for at least three years following the closure date of the grant award. Accounting records are maintained for at least five years following the closure of its most recent audit report. If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

- a) Grantors may require retention periods in excess of five years. Departments must ensure they comply with retention requirements specified by each grantor.

- b) Retention requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records.
- c) Source documents include copies of all awards, applications, and required recipient financial and narrative reports. Personnel and payroll records shall include time and attendance reports; personal activity reports or equivalent documentation for all individuals reimbursed under the award.
- d) Recipient departments are also obligated to protect records adequately against loss, theft, fire or other damage in accordance with statutory provisions.

GRANT CLOSEOUT

Upon completion of the grant term of each grant award, the recipient department shall alert the Finance Director to place the grant's fund source and/or project in a no posting status.

A. GRANT CLOSEOUT PROCEDURE

- a) Upon completion of the grant period of each grant, the recipient department must prepare a memorandum to the Finance Director that identifies the name of the grant, the project number and describes the final disposition of the funds and required activities.
- b) Upon review of the memorandum and satisfaction of any discrepancies, the Finance Director will update the budget and accounting system.
- c) The grant closeout memo shall be placed in the grant's master file.

FEDERAL GRANTS MANAGEMENT ACCOUNTING SYSTEM

2 CFR, Part 200 prescribes the standards for financial management systems.

The City must expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors, must be sufficient to:

- (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and
- (2) Permit the tracking of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

The City's grant management accounting system should provide a means to track the revenues and expenditures applicable to each grant and address the following requirements:

- **Financial Reporting**—accurate, current and complete disclosure of financial results.

- **Accounting Records**—maintenance of records, which adequately identify the source, and application of funds.
- **Internal Control**—maintenance of effective control and accountability for all grants and subgrants.
- **Budget Control**—comparisons of actual expenditures or outlays to budgeted amounts for each grant or subgrant.
- **Allowable Costs**—grant expenditures determined by applying appropriate OMB cost principles, agency program regulations and the terms of grant and subgrant agreements.
- **Source Documentation**—documentation maintained to support accounting records.
- **Cash Management**—procedures to minimize the time elapsing between the transfer of funds from the federal government and the disbursement by the grantee or subgrantee.

ACCOUNTING AND BUDGETING FOR FEDERAL FUNDS

Guidelines on accounting for Federal funds are outlined below. The Finance Director must ensure that transactional data is maintained in such a manner as to fulfill all financial reporting requirements.

Notice of Award. Upon receipt of an approved award of Federal funds, and prior to recording transactions relating to the grant, the Finance Director must perform the following set-up activities:

- Create a unique fund source to identify each individual grant award.
 - ♦ Fund source description should include title of grant
 - ♦ Fund type selected for fund source must be “Federal”
 - ♦ CFDA number assigned by grantor agency must be entered
 - ♦ Request addition of new fund source to budget
- Assign project number(s) as appropriate to account for grant activity in accordance with the grant award (project numbering is agency-defined).

Budgeting. Federal funds must be amended into each Department’s budget. Federal funds must be separately identified.

Expenditures. All purchases should be made in accordance with the City’s procurement policies. Qualifying expenditures/expenses should be reported when incurred. All contractual obligations (including encumbrances) should be recorded using the assigned fund source and project numbers, should be charged to the appropriate budgetary program, and should be posted to expenditure accounts in accordance with definitions provided in the City’s Financial Management Policy.

Revenues. Revenues should be recorded at least monthly based on the type of grant received. The principal types of grants and financial assistance received by the City are described below, along with

the associated revenue recognition criteria. Grant revenue should be recorded using the assigned fund source and project numbers and should be charged to the appropriate budgetary program.

- **Expenditure-Driven Grants (reimbursement grants)** – Based on grant availability, revenue should be recorded when qualifying expenditures have been incurred and any additional grant requirements have been met (e.g., matching, maintenance of effort, etc.). For purposes of recording revenue on expenditure-driven grants, “qualifying expenditures” include encumbrances.
- **Pass-Through Grants** – The City may receive grants or other financial assistance to transfer or spend on behalf of other, secondary recipients. Revenue should be recognized when all eligibility requirements have been met and the resources become available, which typically is considered to occur when the resources are, in fact, transmitted to their intended final recipient.

General Ledger Accountability. Reconciliations shall be performed to ensure that all general ledger balances are supported by subsidiary ledgers (modules) or other appropriate documentation. This examination should include a general review of revenue and expenditure accounts as well as a determination of the ending fund balance for the fund source, appropriate action shall be taken to correct errors discovered during the reconciliations, the fund source trial balance review, and in the fund balance analysis as described below:

- **Deficit Fund Balance** – Generally, no deficit fund balances should be reflected for any type of grant or other financial assistance. If the fund balance analysis results in a deficit fund balance, determine whether there are deferred revenues recorded which should have been recognized as current period revenue. If deferred revenues are available, reverse sufficient deferred revenues to the appropriate revenue account (debit deferred revenue; credit revenue) in an amount sufficient to bring the deficit fund balance to zero. If there are no deferred revenues available, determine why recorded expenditures exceed recorded revenues. If expenditures have been appropriately recorded for this grant and if additional grant revenue is available and if applicable eligibility requirements have been met, accrue sufficient accounts receivable and revenue to bring the deficit fund balance to zero.
- **Positive Fund Balance** – By definition, there should be no fund balance on hand for expenditure-driven or reimbursement-based grants, which make up the majority of grants received by the City. If the fund balance analysis results in a positive fund balance, determine whether it is appropriate for this grant to retain a fund balance at period-end. If it is not appropriate for a fund balance to exist and the recorded fund balance is offset only by cash (no accounts receivable for this program are recorded), sufficient revenues should be reduced and reclassified to deferred revenues to bring fund balance to zero (debit revenue; credit deferred revenue). If the fund balance is offset by cash and accounts receivable, revenue and accounts receivable should be eliminated to bring the fund balance to zero (to the extent that accounts receivable are available), with any remaining fund balance being eliminated through a reclassification of revenue to deferred revenues as previously described.

- **Return Excess Revenue:** If, during reconciliation, it is determined that the agency has received revenue in excess of expenditures on an expenditure- or reimbursement- driven grant, excess revenue shall be returned to the granting agency.

AUDITING

The Finance Director shall ensure compliance with the audit requirements in Title 2 U.S Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).

RECORDS RETENTION POLICY

In compliance with State Law, the City of Holly Springs shall comply with the Georgia Records Act, as presented in O.C.G.A. 50-18-90 seq. for public entities.

RETENTION SCHEDULE

The Georgia Archives University System of Georgia publishes a Records Retention Schedule for Local Governments. The City shall comply with the local government records retention schedule as provided by www.georgiaarchives.org.

GLOSSARY

DEFINITIONS

Accrual Basis of Accounting: A method of accounting that recognizes the financial effect of transactions, events, and interfund activities when they occur, regardless of the related cash flows.

Activities: A logic model component that describes what a program does with the inputs to fulfill its mission. Activities include the strategies, techniques, and types of treatment that comprise a program's service and methodology.

Adopted (Approved) Budget: The funds appropriated by the City Council at the beginning of the year.

Ad Valorem Tax: Commonly referred to as property taxes, are levied on both real and personal property based upon the property's assessed valuation and the millage rate.

Appropriation: A legal authorization to incur obligations and to make expenditures for specific purposes.

Assessed Valuation: The valuation set upon real estate and certain personal property by the Property Appraiser as a basis for levying Ad Valorem (property) taxes.

Award: Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements in the form of money or property in lieu of money, by the

grantor to an eligible recipient. The term does not include technical assistance, which provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies, or insurance; direct payments of any kind to individuals; and, contracts which are required to be entered into and administered under procurement laws and regulations.

Balanced Budget: To the extent that the Appropriated Revenues and Estimated Budget Savings equal or exceed the Appropriated Expenditures, the budget is considered balanced. Should the Appropriated Expenditures exceed the Appropriated Revenues and Estimated Budget Savings, the difference would be shown in the revenue section as Beginning Surplus. The amount of the Beginning Surplus would specify the amount by which the Fund Balance would be reduced.

Basis of Accounting: The timing of recognition, that is, when the effects of transactions or events should be recognized for financial reporting purposes. For example, the effects of transactions or events can be recognized on an accrual basis (that is, when the transactions or events take place), or on a cash basis (that is, when cash is received or paid). Basis of accounting is an essential part of measurement focus, because a particular timing of recognition is necessary to accomplish a particular measurement focus.

Bond: A long-term debt obligation primarily used to finance capital projects or other long-term obligations. A bond represents a promise to repay a specified sum of money called the face value or principal amount at a specified maturity date or dates in the future, together with periodic interest at a specified rate.

Budget: An operational guide of planned financial activity for a specified period of time (fiscal year or project length) estimating all anticipated revenues and expected expenditures/expenses for the budget period. A policy document, which communicates programmatic goals and objectives and the anticipated means for achieving them.

Budget Amendment: The transfer of funds from one appropriation account to another, requiring approval of City Manager, Finance Director, and Department Director.

Budget Calendar: The schedule of target dates that a government follows in the preparation of preliminary budgets and the adoption of the final budget.

Budget Resolution: The official enactment by the City Council legally authorizing City Officials to obligate and expend resources.

Budget Officer: "Budget officer" means that local government officials charged with budget preparation and administration for the local government. The official title of the local government budget officer shall be as provided by local law, charter, ordinance, or appropriate resolution of the governing authority.

Budget Ordinance: "Ordinance," means that governmental action which appropriates revenues and fund balances for specified purposes, functions, or activities for a budget period.

Budget Period: Budget period, means the period for which a budget is proposed, or a budget ordinance is adopted.

Budgetary Basis of Accounting: This refers to the basis of accounting used to estimate when revenues and expenditures are recognized for budgetary purposes. This generally takes one of three forms: GAAP, cash, or modified accrual.

Budgetary Control: The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources. The level of budgetary controls that is the point at which expenditures cannot legally exceed the appropriated amount.

Capital Budget: A plan of proposed capital outlays and the means of financing them for the current fiscal period. It is usually a part of the current budget.

Capital Expenditures: All charges incurred to acquire equipment, land, buildings, improvements of land or buildings, fixtures, and other permanent improvements. Pursuant to the City of Holly Springs Financial Policy, capital expenditures for the City have a value in excess of \$5,000 and a useful life expectancy of greater than 1 year.

Capital Improvements: Expenditures related to the acquisition, expansion or rehabilitation of an element of the government's physical plant; sometimes referred to as "Infrastructure." See also "Capital Project".

Capital Project: Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increase their useful life. Also called "Capital Improvements."

Cash Basis of Accounting: A basis of accounting in which transactions or events are recognized when related cash amounts are received or disbursed.

Cash Match: Includes actual cash spent by grant recipients for project-related costs. Accounting records should be verifiable and trace back to source documentation.

Contingency: A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contracts: Written agreements entered into by the awarding agency, recipients or sub-recipients, and commercial (profit-making) and non-profit organizations. With the exception of a few justified sole source contracts, contracts are filled through the City's procurement process.

Custodial Fund: Funds used to account for resources held by the city in a purely custodial capacity for other governments, private organizations or individuals

Debt: An obligation resulting from the borrowing of money or from the purchase of goods and services on credit. The City Council must approve all debt instruments.

Debt Service Fund: A governmental fund established to finance and account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Also known as “Sinking Fund”.

Department: An organizational unit of government, which is functionally unique in its delivery of services

Direct Cost: Costs that can be specifically identified with a particular cost objective or program; charged directly as a part of the cost of the program.

Distinguished Budget Presentation Award Program: A voluntary awards program administered by the Government Finance Officers Association of the United States and Canada (GFOA) to encourage governments to prepare effective budget documents.

Drawdown: A process whereby a request is made to receive federal funds, either as reimbursement for expenses incurred or advanced in anticipation of expenditure of funds.

Employee (or Fringe) Benefits: Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and Medicare, and the various pension, medical, and life insurance plans offered by the City.

Encumbrance: The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Enterprise Fund: A proprietary fund used to account for business-like operations of a government to provide goods and or services to the general public. The intent is that enterprise fund operations should be supported by user fees on a cost recovery basis. The periodic determination of revenues and expenses is appropriate for capital maintenance, management control, or other public policy. An example of an enterprise fund is the Stormwater Utility.

Expenditure: The incurring of a liability, the payment of cash, or the transfer of property for the purpose of acquiring an asset, or a service or settling a loss. A decrease in net financial resources under the current financial resources measurement focus not properly classified as “Other Financing Uses”.

Expense: Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest or other charges. Decreases the net assets of a fund.

Fiduciary Fund: Fiduciary funds are used to account for assets held in trust by the government for the benefit of individuals

Fiscal Policy: A government's policies with respect to revenues, spending, and debt management as these relate to government services, programs and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year: A twelve-month period designated as the operating year for accounting and budgeting purposes in an organization. The City's fiscal year runs from January 1st to December 31st.

Fund: An accounting and reporting entity with a self-balancing set of accounts. Funds are created to establish accountability for revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or range of activities.

Fund Balance (undesignated/unreserved): Refers to the excess of assets over liabilities and is therefore, generally known as amount available for appropriation.

Fund Balance (designated/reserved): Refers to the excess of assets over liabilities and is designated or reserved for a particular item, e.g. "Fund Balance Reserved for Encumbrances".

Fund Balance (carried forward): Funds on hand at year end resulting from collections of revenue in excess of anticipations and/or unexpended appropriations which are included as a revenue source in the budget of the ensuing year.

Fund Source: A fund source is a general ledger accounting code used to designate revenue sources and track expenditures made against those revenues. Fund sources are also utilized to account for assets, liabilities and fund balances and/or net assets for a specific funding source. For Federal programs a separate fund source must be established for each grant received.

General Fund: The chief operating fund used to account for both general government transactions and those financial resources not required to be accounted for in another fund.

Goals: A measurable statement of desired conditions to be maintained or achieved.

Governing Authority: Governing authority means that official or group of officials responsible for governance of the unit of local government.

Governmental Funds: Funds used to account for the acquisition, use and balances of expendable financial resources and the related current liabilities – except for those accounted for in proprietary funds and fiduciary funds.

Grant: A financial award given by the federal, state or local government, or a private entity to an eligible grantee, usually with a defined scope of activities or programmatic objectives. Grants are not expected to be repaid by the recipient. Grants do not include technical assistance or other forms of financial assistance such as a loan or loan guarantee, an interest rate subsidy, direct appropriation or revenue sharing.

Grantor: Primary awarding agency (e.g. federal, state government).

Grantee: The direct recipient of a grant award who is legally bound by the grantor's award or contract.

Indirect Cost: Costs that are incurred by a grantee organization for common or joint objectives and which therefore cannot be identified specifically with a particular project or program.

In-kind Match: In-kind match does not involve a monetary transaction. 'In-kind' is the value of something received or provided, which is beneficial to the program, but for which no cash exchanges hands. In-kind contributions related to a particular grant program must be allowable under the grant program, verifiable from grantee records, necessary and reasonable, allowable under cost principles, and not included as a contribution under any other award.

Interfund Transfers: Flows of assets (such as cash or goods) between funds of the primary government without equivalent flows of assets in return and without a requirement for repayment.

Intergovernmental Revenue: Funds received from federal, state and other local government sources in the form of grants, shared revenues, entitlements, or payments in lieu of taxes.

Legal Level of Control: Legal level of control is the lowest level of budgetary detail at which a local government's management or budget officer may not reassign resources without approval of the governing authority. The legal level of control shall be, at a minimum, expenditures for each department for each fund for which a budget is required. This does not preclude the governing authority of a local government from establishing a legal level of control at a more detailed level of budgetary control than the minimum required legal level of control.

Major Fund: Funds with "revenues, expenditures/expenses, assets, or liabilities (excluding extraordinary items) that are at least 10% of corresponding totals for all governmental or enterprise funds and at least 5% of the aggregate amount for all government and enterprise funds for the same item." (See also "Non-Major Funds," below.)

Match: The grant recipient's share of the project cost. Under Federal grants, match is restricted to the same use of funds as allowed for the Federal funds. Match must be directly related to the project goals and objectives and must be documented in the same manner as grant-funded activities. See cash match and in-kind match.

Millage Rate: The ad valorem tax rate expressed in the amount levied per thousand dollars of the taxable assessed value of property. One mill is equal to one dollar per thousand.

Modified Accrual Basis of Accounting: A basis of accounting in which revenues are recorded when collected within the current period or soon enough thereafter to be used to pay liabilities of the current period and expenditures are recognized when the related liability is incurred.

Net Assets: The value of an entity's assets less the value of its liabilities.

Non-Departmental (City-Wide): A group of accounts which are not directly related to a department's primary service activities, or which are separate from departmental operations for control purposes.

Non-Major Fund: Non-major funds are those that fail the test defining major funds in one or more aspects. Major funds have revenues, expenditures/expenses, assets, or liabilities (excluding extraordinary items) that are at least 10% of corresponding totals for all governmental or enterprise

funds and at least 5% of the aggregate amount for all government and enterprise funds for the same item.

Objectives: Unambiguous statements of performance intentions expressed in measurable terms.

Operating Budget: The portion of the budget pertaining to daily operations that provides basic governmental services. The operating budget contains appropriations for such expenditures as personal services, fringe benefits, commodities, services and capital outlay.

Operating Expenses: The cost for personnel, materials and equipment required for a department to function. Another example would be Proprietary Fund expenses related directly to the primary activities of the fund.

Operating Revenues: Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services. Another example would be Proprietary Fund user fees for goods and/or services that are directly related to the primary activities of the fund.

Performance Indicators: Special quantitative and qualitative measure of work performed as an objective of a department.

Personnel Services: Expenditures for salaries, wages, and fringe benefits of a government's employees.

Program Income: Gross income earned by the recipient of a grant during the funding period as a direct result of the award.

Program Manager: The lead staff member who conducts the activities under a particular grant program.

Project Period: The total time for which support of a funded project has been programmatically approved. A project period may consist of one or more budget periods.

Proprietary Funds: Used to account for government's ongoing organizations and activities that are similar to those found in the private sector.

Questioned Costs: Costs that, in the opinion of the auditor, may not comply with or may not be consistent with the requirements set forth in contracts, statutes, or regulations governing the allocation, allowability, or reasonableness of costs charged to awards and programs, and thus may not be reimbursable.

Reimbursable Grant: A reimbursable grant provides funding to grant recipients after expenses have been incurred. The grantee must follow a certain procedure to obtain the reimbursement for project expenses. Reimbursements are provided on a set payment schedule after the organization has submitted sufficient documents to verify expenses.

Reserve: An account to indicate that a portion of funds have been legally restricted for a specific purpose, or not available for appropriation and subsequent spending. A reserve for working capital is a budgetary reserve set aside for cash flow needs, emergencies, or unforeseen expenditure/revenue shortfalls.

Revenue: Funds that the City receives as income. It includes such items as taxes, licenses, user fees, service charges, fines and penalties, and grants.

Revenue Bonds: Bonds whose principal and interest are payable exclusively from specific projects or special assessments, rather than from general revenues. These bonds do not require approval by referendum.

Roll Back Rate: The millage rate which, exclusive of new construction, will provide the same property (Ad Valorem) tax revenue for each taxing entity as was levied during the prior year. The roll back rate controls for changes in the market value of property and represents "no tax increase". The only source of additional tax revenue, if the roll back rate is levied, is the tax upon new construction.

Sinking Fund: A reserve fund accumulated over a period of time for retirement of a debt.

Special Revenue Fund: A fund in which the revenues are designated for use for specific purposes or activities.

Sub-recipient: The legal entity to which a sub-award is made for a grant, and which is accountable to the recipient for the use of the funds provided. Sub-recipient and sub-awardee are interchangeable terms.

Sub-award: An award of financial assistance, generally a monetary award, made to a sub-recipient as a result of a Federal grant award made to a direct grant recipient or contractor to a sub-recipient or sub-contractor respectively.

Sub-grant: An award of financial assistance made under a grant by a direct grantee to an eligible sub-grantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases, nor does it include any form of assistance which is excluded from the definition of grant in this part.

Supplanting: Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses. "Supplant" means to "replace" or "take the place of."

Tax Digest: Official list of all property owners, the assessed value (100% of fair market value), and the tax due on their property.

Taxes: Compulsory charges levied by a government for the purpose of financing services performed for the common benefit. Taxes levied by the City of Holly Springs are approved by the City Council and are within limits determined by the State.

Unit of Local Government: Unit of local government, “unit”, or “local government” means a municipality, county, consolidated city-county government, or other political subdivision of the state. Such terms do not include any local school district or board of education. For purposes of this paragraph, “county” includes any county officer who is paid in whole or in part on a salary basis over whom the county governing authority exercises budgetary authority.

Working Capital: A dollar amount reserved in (General Fund) fund balance that is available for unforeseen emergencies, to handle shortfalls caused by revenue declines, and to provide cash liquidity during periods of low cash flow.

APPENDIX

ABBREVIATIONS & ACRONYMS

ADA	Americans with Disabilities Act
ARC	Atlanta Regional Commission
ACFR	Annual Comprehensive Financial Report
CFDA	Catalog of Federal Domestic Assistance
CIP	Capital Improvement Plan
COLA	Cost of Living Adjustment
D&B	Dun and Bradstreet
DDA	Downtown Development Authority
F/T	Full-Time
FTE	Full-Time Equivalent
FICA	Federal Insurance Contributions Act
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
GAAS	Generally Accepted Auditing Standards
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers’ Association of the United States and Canada
GMA	Georgia Municipal Association
GMEBS	Georgia Municipal Employees Benefit System
IT	Information Technology
NPDES	National Pollutant Discharge Elimination System
OMB	Office of Management and Budget
P/T	Part-Time
SAM	System for Award Management
SPLOST	Special Purpose Local Option Sales Tax

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Change Order dated October 26, 2025, from Summit Construction & Development, LLC to relocate the water meter vault for the Holly Springs Municipal Building in an amount not to exceed \$32,500.

EXECUTIVE SUMMARY:

The construction of the Holly Springs Parkway Widening Project, Phase III, requires the relocation of the water meter vault in front of the Holly Springs Municipal Building. The water meter vault includes the domestic and fire meters as well as the fire department connection (FDC) for the Municipal Building. The contractor plans to excavate the site and prepare for the relocation of the water meter vault during the day. The vault will be relocated at night to avoid a significant disruption of the water service to the Municipal Building.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

\$32,500.

ATTACHMENTS:

1. Summit Change Order

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:

Finance and Administration



Project 24-24

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
6991 Peachtree Industrial Blvd, Building 700, Peachtree Corners, GA 30092
Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050
iamanfo@summitcd.com

CHANGE ORDER

Date: 10/26/2025

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

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

Attention: Jacon Hughes

Item Number	Item Description	Qty	Units	Unit Price	TOTAL BID
Change Order for City Hall Vault Relocation					
	VAULT RELOCATION	1	LS	\$32,500.00	\$32,500.00
210-0100	GRADING COMPLETE				
600-1000	WATER VAULT AND FDC RELOCATION				
	8" DIP MJ TEES/ SLIP COUPLING/REDUCER				
	6" DIP MJ TEES/SLIP COUPLING				
	8" DIP / 6" DIP				
	4" FDC ASSEMBLY				
	ALL NEEDED FITTINGS INCLUDED.				
	PREPARATION AND EXCAVATION FOR NEW LOCATION WILL BE DONE DAY TIME. RELOCATION DONE AT NIGHT				

Approval:

Signed By:

Isaac Amanfo
Digitally signed by 98a5ea48-
b4ac-4d05-bdd5-c57d0f78aafb
DN: cn=98a5ea48-b4ac-4d05-
bdd5-c57d0f78aafb
Date: 2025.10.26 13:50:34 -0400

Isaac Amanfo
VP of Construction
Summit Construction and Development, LLC
Date 10/26/2025

Accepted By:

Owner:

Date _____

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Professional Services Agreement between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs to update the parking report for the Holly Springs Town Center in an amount not to exceed \$5,000.

EXECUTIVE SUMMARY:

The City of Holly Springs engaged Southeastern Engineering, Inc. (SEI) to perform a parking study in 2022 for the Holly Springs Town Center. Since the last parking study was performed, the flats proposed on the second and third floors of the multipurpose buildings have been moved to the rear of the site adjacent to the parking deck in a separate building and the social building has been moved to the front of the site near the Holly Springs Amphitheatre. In addition, the multipurpose buildings will now include office uses over restaurant and retail uses. The updated parking study will evaluate the site to determine whether the Holly Springs Town Center has sufficient parking to accommodate the changes.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$5,000.

ATTACHMENTS:

1. SEI Parking Report Update Proposal

RECOMMENDATION:

The staff recommendation is approval of the professional services agreement.

CONCURRENCES:

Finance and Administration



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made on October 29, 2025 by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement.

CLIENT: City of Holly Springs

c/o Stonecrest Homes GA, LLC
Charles Heiser
623 West Crossville Road, Suite 204
Roswell, GA 30075

PROJECT NAME: Holly Springs Town Center Parking Report Update – Holly Springs, GA

PROJECT UNDERSTANDING:

A traffic study is requested to support the parking analysis required to update the needs for the town center in Holly Springs.

SCOPE OF SERVICES

Task 1- Parking Report Update

Southeastern Engineering Inc. (SEI) will provide a traffic report for the Holly Springs Town Center regarding the parking needs of the development. In 2020 and 2022 parking studies were completed for the town center, which included determining the needed size of the parking deck.

The town center has been partially built including the parking deck, but the site plan has changed and the parking study will need to be updated accordingly. The overall number of spaces required per Holly Springs ordinance versus the expected use from the traffic analysis will be reviewed.

The parking counts available for events will be updated based on information provided by the city.

Additional existing parking counts information will be provided by the city and included in the study if available.

SEI will address comments received from the traffic study review process.

COMPENSATION

Please initial all authorized tasks below:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
Task 1– Traffic Study	\$5,000	Monthly, % Complete of Lump Sum	client initial

Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Initials _____ / _____
Client / SEI

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) Cedric Clark
TITLE _____	TITLE President
DATE _____	DATE _____

Initials _____ / _____
Client / SEI

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☒ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☒ Graphic design
- ☐ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☒ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

Initials _____
Client / SEI

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I:	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

*Overtime rates = 1.5 x standard rates

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$170/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

Initials _____ / _____
Client / SEI

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance or \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

Initials _____
Client / SEI

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.

Initials _____
Client / SEI

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Proposal dated October 22, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #7 Parking Deck Landscape Design as shown in Exhibit "A", in an amount not to exceed \$7,800.

EXECUTIVE SUMMARY:

The City of Holly Springs requested a proposal from Foresite Group, LLC for professional design services for a landscape plan for the Holly Springs Town Center Parking Deck. The proposal was submitted to the City on October 22, 2025.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$7,800.

ATTACHMENTS:

1. Foresite Group Add Service 7

RECOMMENDATION:

The staff recommendation is approval of Add Service #7 from Foresite Group, LLC.

CONCURRENCES:



3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092
o | 770.368.1399
f | 770.368.1944
w | www.fg-inc.net

October 22, 2025

VIA EMAIL

Rob Logan
City of Holly Springs
Holly Springs Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, GA 30115

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #7: Parking Deck Landscape Design
Holly Springs, Georgia**

Mr. Logan:

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

Project Understanding

Foresite Group has been requested to provide an add service proposal for landscape and irrigation design of the area surrounding the parking deck of Holly Springs Town Center.

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

1. Limits of scope are identified in Exhibit A, attached.
2. Scope is limited to landscape and irrigation design.
3. Hines Inc, a subconsultant of Foresite Group, will provide irrigation design.
4. Client to provide linework of latest parking deck, utilities, storm piping, etc. in AutoCAD format.
5. Site electrical plans are not included in this scope. Electrical for irrigation controller to be provided by others.
6. Meetings with Client will be via phone or online.
7. This scope will be bid as a separate project from Town Center hardscape/landscape.
8. Revisions to plans during bidding and construction for value engineering is not included in this scope.
9. Cost estimating is not included in this scope.

10. Permitting submittals, if required, will be managed and submitted by the Client with Foresite Group addressing permit comments.
11. Permitting and impact fees, if required, will be paid by Client.
12. Bidding will be managed and advertised by others and is not included in this scope.
13. One (1) site visit during CA is included in this scope. Site visit to be conducted by landscape architect.
14. Proposal scope and fees are valid from 90 days from date of proposal.

SECTION 1

Scope of Services

Task 1 – Parking Deck Landscape & Irrigation Design: *Foresite Group will complete the following tasks as part of this phase:*

1. Develop preliminary landscape design and plant palette.
2. Issue preliminary landscape plan to Client for review.
3. Incorporate client changes into final landscape plan and details.
4. Develop irrigation plans and details.
5. Submit final landscape and irrigation plans to Client.

Deliverables:

- *PDF's of Landscape Plans & Details*
- *PDFs of Irrigation Plans & Details*

Task 2 – Construction Administration Assistance: *Foresite Group will complete the following tasks as part of this phase:*

1. Respond to RFI's from Contractor.
2. Review Contractor's submittals.
3. Conduct 1 site visit for punch inspection.

Deliverables:

- *RFI/Submittal responses*
- *Punch list*

SECTION 2

Additional Services

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

1. Cost estimating.
2. Bidding assistance.
3. Construction documents beyond those listed in the scope.
4. Meetings and additional site visits outside scope of services.

- 5. Changes to civil/architecture plans after approval of landscape design.
- 6. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.

SECTION 3
Fees

Task	Task Fee
Task 1 – Parking Deck Landscape & Irrigation Design	\$ 5,700.00
Task 2 - Construction Administration Assistance	\$ 2,100.00
Total	\$ 7,800.00

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

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

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

2025 Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 285-415/hour
Practice Leader	\$ 265-305/hour
Chief Engineer	\$ 280-305/hour
Division Leader	\$ 200-265/hour
Senior Project Manager	\$ 200-280/hour
Senior Project Engineer	\$ 200-270/hour
Senior Landscape Architect	\$ 140-180/hour
Project Landscape Architect	\$ 125-170/hour
Project Manager	\$ 140-180/hour
Project Engineer	\$ 155-185/hour
Senior Project Analyst	\$ 150-170/hour
Project Analyst	\$ 125-140/hour
Senior Designer	\$ 140-185/hour
Designer	\$ 105-120/hour
CAD Drafter	\$ 85-105/hour
Administrative Support	\$ 80-125/hour
Expert Witness	\$ 305/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign and return this Letter Agreement in the spaces below.

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

Sincerely,
FORESITE GROUP, LLC.

By: _____

Name: Jonathan Bullard
Title: Senior Project Manager, Greenspace + Land Design
Date: October 22, 2025

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

Client:
Holly Springs Downtown Development Authority

By: _____
(Signature)

Name: _____
(Printed Name)

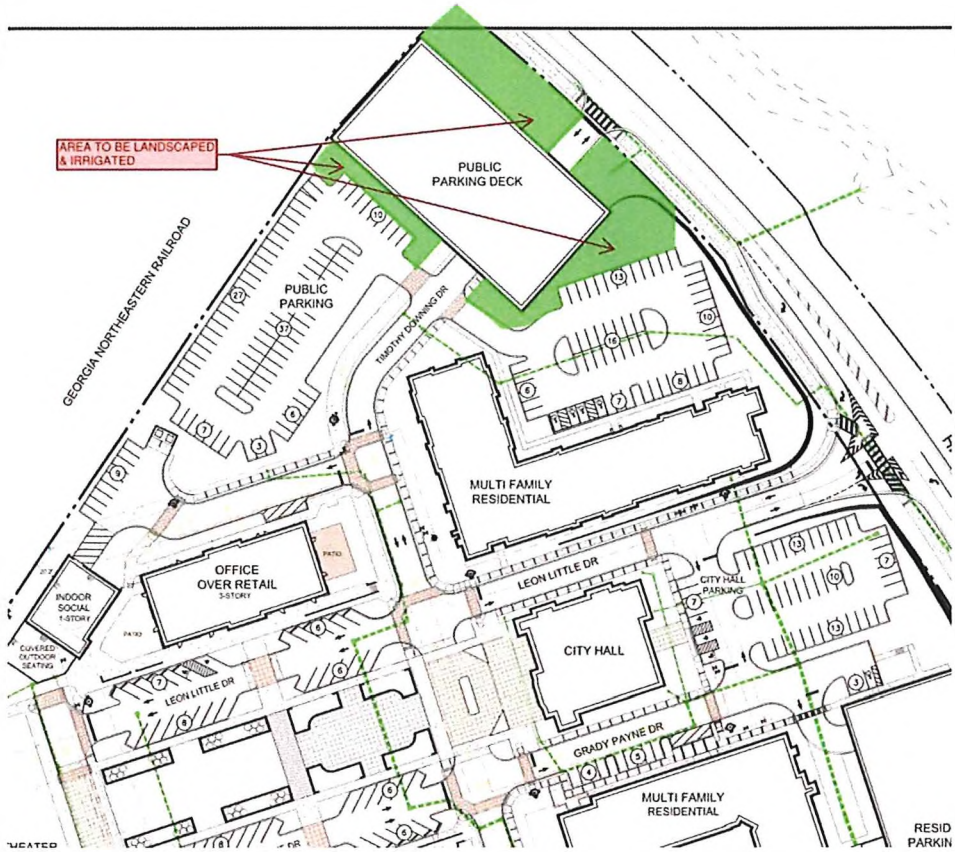
Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Holly Springs Downtown Development Authority
dme.odyssey@gmail.com
Attn: David Edwards

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092
ar@fg-inc.net

Exhibit 'A'
Scope Limits



FORESITE GROUP, LLC
STANDARD TERMS AND CONDITIONS

- 1 **Scope and Term.** Foresite Group will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (these "Terms and Conditions", together with the Letter Agreement and incorporated by reference therein, this "Agreement") These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement Except as set forth in the Letter Agreement, Foresite Group will provide its own tools, materials, equipment, and other business items necessary to perform the Services Fees, as defined in the letter agreement, are to perform each task one time Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals and Permitting Tasks, if applicable If requested by the Client and agreed to by Foresite Group, Foresite Group will perform additional services ("Additional Services") at Foresite Group's then current hourly rates, or an agreed upon sum, per a separate letter agreement which will be subject to these Standard Terms and Conditions
- 2 **Opinions on Costs.** When included in Foresite Group's scope of services, any opinions or estimates of probable construction costs are prepared based on Foresite Group's experience and qualifications and represent Foresite Group's judgment as a professional generally familiar with the industry Foresite Group has no control over the cost of labor, materials, equipment, or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, therefore, Foresite Group does not make any guarantees that proposals, bids, or actual construction costs will not vary from Foresite Group's opinions or estimates of probable construction costs
- 3 **Termination.** Client or Foresite Group may terminate this Agreement for any reason by giving the non terminating party seven days written notice prior to the proposed termination, provided, however, if payment is not made by Client within three (3) days of written notice by Foresite Group to Client of nonpayment, Foresite Group may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement In the event of termination by either party for any reason, Client shall pay Foresite Group for all Services performed up to the effective date of termination and other reasonable expenses incurred by Foresite Group as a result of the termination Sections 3, 4, 5, 6, 7, 9, 11, 14, and 16 will survive the expiration or termination of this Agreement for any reason
- 4 **Terms of Payment.** Client will pay Foresite Group as follows
 - 4 1 Foresite Group will submit to Client an itemized invoice for all the applicable amount(s) due hereunder, including without limitation any expenses incurred by Foresite Group Payment will be due 28 days from date of invoice and will be payable only in U S dollars All past due amounts will accrue interest at the rate of 1 5% per month or the maximum rate allowed by law, whichever is greater Foresite Group may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability, until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith
 - 4 2 If Client objects to any invoice, it must advise Foresite Group in writing its reasons within 10 days of receipt of the invoice or the Client's objections will be waived and the invoice shall conclusively be deemed due and owing
 - 4 3 Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Foresite Group's net income
 - 4 4 All payments shall be made via the attached payment options Immediately prior to making each payment via EFT, Client shall verbally confirm payment instructions with an authorized representative of Foresite Group designated in writing by Foresite Group as the appropriate representative to confirm said instructions Client agrees that it is solely responsible for confirming payment instructions as required herein Client shall indemnify, hold harmless and make whole Foresite Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents and subconsultants against all damages, liabilities, losses or costs, including reasonable attorneys' fees and costs, to the extent caused by the Client's failure to confirm payment instructions prior to sending payment via EFT as required by this Agreement
- 5 **Ownership.** Each party will retain title to all of its respective Confidential Information as defined in Section 7 below, whether developed before, during, or after the Services Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, reports, electronic files, field data, notes and other documents and instruments prepared by Foresite Group and delivered to Client hereunder are instruments of professional service (the "Instruments") and may be used by Client only for purposes of the project for which they are made (the "Project") Such Instruments shall be considered authored and owned by Foresite Group and shall remain the property of Foresite Group, whether the Project is completed or not Foresite Group shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto Client shall be permitted to retain copies of such Instruments for information and reference only The Instruments shall not be used or relied upon by Client (a) if they are not completed or are partially complete, or (b) on other projects, or for additions to the Project, except by agreement in writing and with appropriate compensation to Foresite Group
- 6 **Use.** Any unauthorized use of such Instruments shall be at the Client's sole risk and without liability to Foresite Group Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Foresite Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's unauthorized use of such Instruments of Professional Service In the event of a conflict between the signed and sealed construction documents prepared by Foresite Group and the electronic files, the signed and sealed hard-copy construction documents shall govern
- 7 **Confidentiality.** "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data (including the amount of or information regarding the fees for the Services), manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans Each party acknowledges that in the performance of any Services it may be supplied with Confidential Information of the other party Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care Except with specific prior written authorization, each party will not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees and representatives who need to know such information in connection with the performance of the Services, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party, (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure, (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure, (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the

receiving party shall notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.

- 8 **Indemnification.** In the event there is a third party claim against the Client or liability to a third party, Foresite Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by Foresite Group's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Foresite Group, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Foresite Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's sole negligence or for the negligence of others.
- 9 **Representation.** In providing services under the Letter Agreement, Foresite Group shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Foresite Group's profession currently practicing under similar conditions at the same time and in the same or similar locality. Foresite Group does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Foresite Group does not warrant that the Services will be error-free.
- 10 **Limitation of Liability.**
- 10.1 In recognition of the relative risks and benefits of the Services to both Client and Foresite Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Foresite Group and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Foresite Group parties shall not exceed Fifty Thousand Dollars (\$50,000), or the total fee for services rendered pursuant to the Letter Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 10.2 Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Foresite Group, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Foresite Group will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Foresite Group hereunder.
- 10.3 Notwithstanding any provision to the contrary in this Agreement, Foresite Group's scope of Services does not and will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Foresite Group is in no event liable for any environmental review or claims.
- 11 **Consequential Damages.** Notwithstanding any other provisions of this agreement, Foresite Group will not be liable to Client for any punitive, consequential, indirect, or special damages, including without limitation, loss of profits, revenues, or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12 **Subcontracting.** Foresite Group may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Foresite Group remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.
- 13 **Independent Contractor.** Both parties agree that Foresite Group is an independent contractor in relation to Client and will not be considered an employee, agent, or servant of Client. It is agreed that Foresite Group will have the right to control the details of its Services. Client and Foresite Group agree that in no respect will any employee of Foresite Group be an employee of Client.
- 14 **Force Majeure.** Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, pandemics, epidemics or other biological events, including governmental orders arising out of such events, and other cause beyond the reasonable control of the parties hereto, provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.
- 15 **Disputes.** Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Letter Agreement shall be resolved through litigation. Any action at law or in equity brought to enforce the terms of this Agreement, alleging a breach thereof, or otherwise in connection with, arising out of or relating to the subject matter of the Agreement or the Services shall be brought in the state courts of Gwinnett County, Georgia, which shall be the exclusive venue for all such actions. The parties hereby consent to the jurisdiction of the state courts of Gwinnett County, Georgia with respect to any such action, waiving any objection to said jurisdiction. Each party agrees to waive a trial by jury.
- 16 **Miscellaneous.** This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

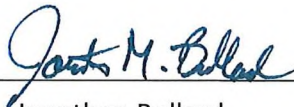
CLIENT:

By: _____

Name: _____

Title: _____

FORESITE GROUP, LLC:

By:  _____

Name: Jonathan Bullard

Title: Senior Project Manager

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Change Order #1, dated November 3, 2025, from Triad Building Solutions, LLC, for the installation of 26-gauge pre-finished color standing-seam metal roofing with ice and water shields, 6" box style gutters, and 4" box style downspouts for Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$4,556.25.

EXECUTIVE SUMMARY:

The City Council approved the original quote from Triad Building Systems, LLC on February 24, 2025, in the amount of \$19,788.75. When the work was scheduled in November, there had been several price increases for the materials. The City of Holly Springs requested updated quotes from all three original vendors. The original quote from Triad Building Systems, LLC with the proposed change order remains the lowest price of the three quotes.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

The total fiscal impact is \$24,345, including the change order of \$4,556.25, to be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2023 bond.

ATTACHMENTS:

1. Triad Building Solutions LLC

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:

Finance and Administration



Town Center
Parking Deck
TRIAD BUILDING SOLUTIONS, LLC

November 3, 2025

RE: Change Order - Metal Roofing and Gutters at 140 Timothy Downing Drive

Due to 5 material price increases since this job was initially quoted, the current price for this job is as follows:

Metal roofing - \$21,745

Gutters - \$ 2,600

Total price \$24,345

Change order amount - \$4,556.25

Jason Baylard

Owner

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Change Order #1, dated November 6, 2025, from Ecua Builders, Inc. for the replacement of oriented strand board (OSB) on Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$3,500.

EXECUTIVE SUMMARY:

Due to the timing of the installation of the metal roof system on Towers A and B of the Holly Springs Town Center Parking Deck, the City requested the replacement of the OSB decking prior to the installation of the membrane and standing-seam metal roof system.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

The fiscal impact is \$3,500 to be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2023 bond.

ATTACHMENTS:

1. Ecua Builders Change Order 1

RECOMMENDATION:

The staff recommendation is approval of the change order #1.

CONCURRENCES:

Finance and Administration



1210 Village Oaks Lane
Lawrenceville, GA 30043

Change Order Request #1

10/23/2025

TO:

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

FOR:

Parking Deck
Holly Springs

Details	Amount
Replace plywood on roof of Towers A & B (Labor Only)	\$3,500.00
TOTAL:	\$3,500.00

If you have any questions concerning this request, use the following contact information:

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

THANK YOU FOR YOUR BUSINESS!

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Change Order #2, dated November 6, 2025, from Ecua Builders, Inc. for the installation of fascia, soffit, and decorative brackets on Towers A and B in the Holly Springs Parking Deck, in an amount not to exceed \$4,142.69.

EXECUTIVE SUMMARY:

The City Council approved the original quote from Ecua Builders, Inc. on February 24, 2025, in the amount of \$24,762.80. When the work was scheduled in November, there had been price increases for the materials. The pricing for the Cedar brackets increased \$3,685.85, and the pricing for the fascia and soffit materials increased \$456.84 since February. The revised quote, with the change order, from Ecua Builders, Inc. is \$28,905.49.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

The fiscal impact is \$28,905.49, including the change order of \$4,142.69, to be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2023 bond.

ATTACHMENTS:

1. Ecua Builders Change Order 2

RECOMMENDATION:

The staff recommendation is approval of the change order #2.

CONCURRENCES:

Finance and Administration



1210 Village Oaks Lane
Lawrenceville, GA 30043

Change Order Request #2

11/6/2025

BILL TO:

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

FOR:

Parking Deck
Holly Springs

Details

Amount

Original estimate for:

Custom cutting & material \$6,270 - revised \$9,955.85 for difference in cedar material \$3,685.85



Price increase in material for fascia and soffit \$456.84

** Original bid was in February 2025,*

TOTAL:

\$4,142.69

If you have any questions concerning this request, use the following contact information:

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

THANK YOU FOR YOUR BUSINESS!

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Agreement, dated October 28, 2025, from Kimley-Horn for structural special inspections, mechanical, electrical, and plumbing (MEP) observations, and material testing for the City of Holly Springs Amphitheater in an amount not to exceed \$95,000, and authorize the Mayor to execute the agreement upon approval of the City Attorney.

EXECUTIVE SUMMARY:

The City requested a proposal from Kimley-Horn to perform structural special inspections, mechanical, electrical, and plumbing (MEP) inspections, and material testing for the Holly Springs Amphitheatre during the construction phase of the project. Kimley-Horn submitted an agreement to the City of Holly Springs for the proposed services on October 28, 2025.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

\$95,000 to be paid from the Special Purpose Local Option Sales Tax (SPLOST) VI.

ATTACHMENTS:

1. Kimley Horn Amphitheatre
2. 2025_1011_Holly Springs Amphitheater - Special Inspections Docs

RECOMMENDATION:

The staff recommendation is approval of the agreement from Kimley-Horn.

CONCURRENCES:

Finance and Administration



October 28, 2025

Mr. Rob Logan
City of Holly Springs
Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, Georgia 30115

Re: ***City of Holly Springs Amphitheatre
651 Edward Barrett Drive, Holly Springs GA 30115
Structural Special Inspections & MEP Observations***

Dear Mr. Logan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Holly Springs, ("Client") for providing consulting services to perform a Special Inspections (SI), materials testing, and construction phase observations for the City of Holly Springs Ampitheatre located in Holly Springs, Georgia.

PROJECT UNDERSTANDING

Our Scope of Services are based on the following assumptions and notes.

1. Kimley-Horn will be contracted directly with the Client for the services described in the Scope of Services section of the Agreement.
2. The Kimley-Horn Team refers to Kimley-Horn and the subconsultants listed below:
 - a. United Consulting, Inc. is Kimley-Horn's subconsultant for materials testing and special inspections services.
 - b. Barrett Woodyard & Associates, Inc is Kimley-Horn's subconsultant for Mechanical, Electrical, and Plumbing construction phase services.
3. The subject property is located at 651 Edward Barrett Drive, Holly Springs, Georgia 30142.
4. Kimley-Horn Team members do not fill the role of Engineer of Record or Structural Engineer of Record for this project. Those roles remain the responsibility of the original SER and EOR who designed the project.
5. Figure 1 below provides a plan view of the Amphitheatre, prepared by MH Structures, dated October 10, 2024.
6. The scope of Special Inspections is based on the Schedule of Special Inspections prepared by the Structural Engineer of Record for the project, Matthew Hammond, P.E., S.E. with MH Structures, Inc. The Schedule of SI is dated 10/11/2025.
7. The number of in-person meetings, site visits, and conference calls are specified in the Scope of Service below. All in-person meetings included are assumed to be local to Holly Springs, Georgia.

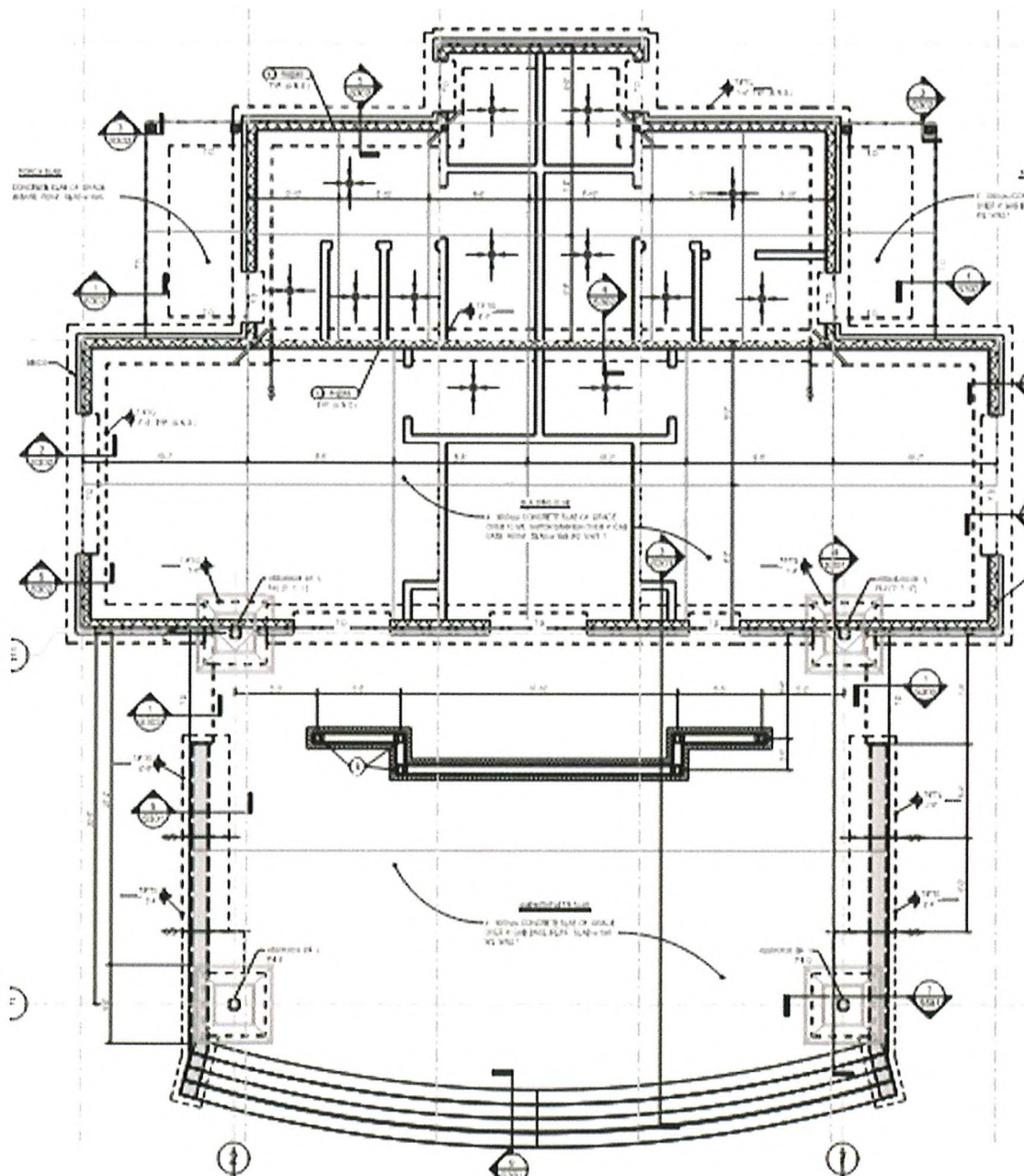


Figure 1: Plan view of Amphitheatre

SCOPE OF SERVICES

The Scope of Services consists of performing special inspections and MEP construction phase services for the project. Kimley-Horn and our subconsultants are not the Engineers of Record for this project.

Task 1 – Structural & MEP Observations, Special Inspections & Material Testing

Structural Special Inspections

The Kimley-Horn Team will perform Special Inspections, materials testing, and perform observations as specified in the Schedule of Special Inspections. As a subconsultant to Kimley-Horn and Associates, Inc., United Consulting, Inc. will perform the testing and observations specified in the Schedule of Special Inspections (Attachment 1) as part of their Special Inspections (SI) and testing services. SI services and testing results will be reviewed for conformance with Construction Documents. At least 48 hours' notice shall be provided prior to when the special inspections and/or testing will be required to be performed.

Interpretation of conditions nonconforming to construction documents shall be the responsibility of the Structural Engineer of Record or Engineer of Record for that aspect of the project.

A report will be issued for the testing.

Mechanical, Electrical, and Plumbing Observations:

- 1.1 Conduct up to two (2) site visits to observe MEP system installation. The current Contract Documents shall be provided by the Contractor for our use.
- 1.2 Document issues that are observed to be non-compliant with the Contract Documents, prevailing construction code, or best practices in a written construction report or issues log distributed to the project team via email.
- 1.3 Develop a commissioning plan that describes a list of the specific equipment, appliances, or systems to be tested, a description of the tests to be performed, conditions under which the tests will be performed, and measurable criteria for performance. Testing shall include all modes and sequences of operation.
 - a. Review construction checklists, start-up reports, and Testing, Adjusting,
- 1.4 Balancing (TAB) report. The Contractor shall provide the Owner and System Commissioning Agent all instructions on maintenance and operation of all systems and equipment. The documentation shall include the following, at a minimum:
 - a. Submittal data for lighting equipment and controls.
 - b. Manufacturer's operation and maintenance manuals.
 - c. MEP system maintenance and calibration information, including wiring diagrams, schematics, and control sequence descriptions.
 - d. Initial construction checklists / startup reports.

- 1.5 Conduct up to one (1) site visit to direct, witness, and document Functional Testing to ensure systems are operating in accordance with approved plans and specifications. Testing shall be executed by the qualified installing contractor (not included).
- 1.6 Deliver a final Commissioning Report that includes the following:
 - a. Results of the functional performance tests.
 - b. Disposition of deficiencies found during testing, including details of corrective measures used or proposed.
 - c. Functional performance test procedures used during the testing process, including measurable criteria for test acceptance.

Task 2 – Construction Phase Services

The Kimley-Horn Team will provide the following construction phase services. Kimley-Horn is not Engineer of Record or Structural Engineer of Record for this project, and therefore will not provide interpretation of construction documents, or RFI Responses for this project.

- 2.1 Kimley-Horn will review shop drawings and submittals, but only for general conformance with the information given in the Construction Documents. Such review will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. The sole purpose of Kimley-Horn's review will be to evaluate general conformance to Construction Documents that were prepared by Others. Review of up to ten (10) structural, mechanical, electrical, and plumbing related submittals are included.
- 2.2 The Kimley-Horn Team will conduct a total of eight (8) trips to site, in addition to those specified in Task 1 above. These trips consist of up to two (2) representatives and consist of:
 - a. Seven (7) construction observation site visits.
 - b. One (1) punch list/close-out walkthrough.
 - c. Five (5) Owner, Architect, Contractor ("OAC") progress meetings attended in person or virtually, and coordinated to be the same day as the construction observation site visits listed above.

Construction observation site visits and punch list/close-out walkthroughs are intended to review general progress or completion of the project construction. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility for any

contractor's failure to perform its work in accordance with the contract documents. A written observation report will be prepared for each construction observation site visit and punch list/close-out walkthrough.

- 2.3 In addition to the number of meetings included in task 5.2 above, Kimley-Horn will attend up to five (5) conference calls with the Client, and/or Contractor during construction. This includes coordination calls and virtual pre-installation meetings where Kimley-Horn's attendance is requested.
- 2.4 Kimley-Horn will review and provide comments to Client for up to four (4) Pay Applications related to construction, if needed. Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that we recommend Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in our opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, our recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- 2.5 Kimley-Horn will attend a final close-out meeting with Client and Contractor. As part of this close-out meeting, Kimley-Horn will review close out documents provided by the Contractor, related to our Construction Documents, to confirm that documents that are required by the Specifications are included. These documents will include owner manuals on equipment, as well as all warranties.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement.

1. Destructive testing and/or Independent Testing Laboratory ("ITL") testing
2. LEED / GBCI ParkSmart / or Commissioning
3. Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Security, Landscape Architecture, and Surveying.
4. Permitting services and/or submitting for building permit or Land Disturbance Permit review.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attend additional meetings and/or perform additional site visits beyond those specified in the Scope of Services above.
2. Retesting of equipment that did not meet the specified functional performance testing.
3. Performing system adjusting or balancing.
4. Development of control sequences and setpoints. These should be provided by the Engineer of Record in the Contract Documents.
5. Implementation of recommendations from our report. It shall be the responsibility of the engineer of record to incorporate any recommendations, as directed by the owner, into their documents and to be compensated for the revisions.
6. At no time will we assume the role of engineer of record for the design or changes to the design made on this project.
7. Equipment calibration or accuracy verification.
8. LEED commissioning documentation.
9. Production or verification of As-Builts.
10. Performing/leading/verification of Owner training sessions. This shall be the responsibility of the Contractor.
11. Providing commissioning manpower, testing equipment, tools, or other contractor labor. We assume the general contractor and subcontractors will support the commissioning effort by providing all labor, equipment, etc. that is required.
12. Performing calculations or analysis to support alternate designs.
13. Commissioning of equipment or building components that are not listed above

INFORMATION PROVIDED BY OTHERS

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client and Architect. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Notice To Proceed.
2. Fully Executed Agreement
3. As-built or record architectural, structural, and MEPFP drawings and specifications.

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. The schedule below indicates our assumptions for the parking deck scope of work. Any revision to the schedule indicated below must be reviewed and agreed upon by all parties.

1. Work begins two (2) weeks after receiving fully executed contract and Notice To Proceed ("NTP").

FEES AND BILLING

Kimley-Horn will perform the services in Tasks 1 and 2 for the lump sum labor fees provided in Table A. Individual task amounts are provided for information only.

In addition to the labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee (referred to as "allocation") will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Table A: Kimley-Horn Design Labor Fees

Task	Fee Type	Lump Sum Labor Fee
<i>Task 1 – Structural & MEP Observations, Special Inspections & Material Testing</i>	<i>Lump Sum</i>	<i>\$ 64,000</i>
<i>Task 2 – Construction Phase Services</i>	<i>Lump Sum</i>	<i>\$ 31,000</i>
TOTAL Labor Fee		\$95,000
Estimated Expenses (including allocation)		\$2,000

Additional site visits can be performed as an additional service for the fee of \$3,000 per visit, upon request and approval from the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Holly Springs.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jason R. Manners, P.E., S.E., LEED AP
Vice President / Parking Structures Practice Lead

Attachment – Standard Provisions

[INSERT CLIENT NAME]

SIGNED _____

PRINTED NAME _____

TITLE _____

DATE _____

Client's Federal Tax ID _____

Client's Business License No. _____

Client's Street Address _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract, failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner		Agent for Owner	Unrelated Owner to

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC. **STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

- d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated

hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) Construction Phase Services.

- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
- b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

- 17) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

STATEMENT OF SPECIAL INSPECTIONS

PROJECT: Holly Springs Amphitheater

LOCATION: 651 Edward Barrett Dr., Holly Springs, GA 30115

PERMIT APPLICANT: _____

APPLICANT'S ADDRESS: _____

ARCHITECT OF RECORD: Roger L. Caldwell

STRUCTURAL ENGINEER OF RECORD: Matthew Hammond

MECHANICAL ENGINEER OF RECORD: N/A

ELECTRICAL ENGINEER OF RECORD: N/A

REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: Matthew Hammond

This Statement of Special Inspections is submitted in accordance with Section 1704.3 of the 2018 International Building Code. It includes a *Schedule of Special Inspection Services* applicable to the above-referenced Project as well as the identity of the individuals, agencies, or firms intended to be retained for conducting these inspections. If applicable, it includes *Special Inspections for Seismic Resistance* and/or *Special Inspections for Wind Resistance*.

Are *Special Inspections for Seismic Resistance* included in the *Statement of Special Inspections*?

☒ Yes ☐ No

Are *Special Inspections for Wind Resistance* included in the *Statement of Special Inspections*?

☐ Yes ☒ No

The Special Inspector(s) shall keep records of all inspections and shall furnish interim inspection reports to the Building Official and to the Registered Design Professional in Responsible Charge at a frequency agreed upon by the Design Professional and the Building Official prior to the start of work. Discrepancies shall be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge prior to completion of that phase of work. A *Final Report of Special Inspections* documenting required special inspections and corrections of any discrepancies noted in the inspections shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge at the conclusion of the project.

Frequency of interim report submittals to the Registered Design Professional in Responsible Charge:

☐ Weekly

☒ Bi-Weekly

☐ Monthly

Other; specify: _____

The Special Inspection program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Statement of Special Inspections Prepared by:

Matthew Hammond

Type or print name

Matthew Hammond

Signature

10/11/2025

Date

Building Official's Acceptance:

Signature

Date

Permit Number:

Frequency of interim report submittals to the Building Official:

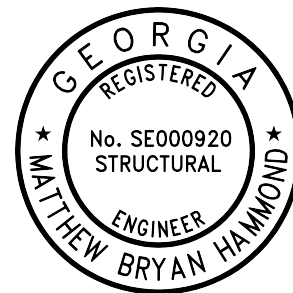
___ Monthly

___ Bi- Monthly

___ Upon Completion

Other; specify: _____

Preparer's Seal



Holly Springs Amphitheater

Special Inspections for Seismic Resistance

See the Schedule of Special Inspections for inspection and testing requirements

Seismic Design Category: C

Special Inspections for Seismic Resistance Required (Yes/No): Yes

Description of seismic force-resisting system subject to special inspection and testing for seismic resistance:

(Where required per IBC Sections 1705.12.1, 1705.12.2, and 1705.12.3) (Special inspections for seismic resistance of structural steel, where required, shall be in accordance with AISC 341)

A.8 - Intermediate reinforced masonry shear walls ($R=3.5$, $C_d=2.25$)

Description of designated seismic systems subject to special inspection and testing for seismic resistance:

(Required for architectural, electrical and mechanical systems and their components that require design in accordance with Chapter 13 of ASCE 7, have a component importance factor, I_p , greater than one and are in Seismic Design Categories C, D, E or F.)

n/a

Description of additional seismic systems and components requiring special inspections:

(Required for systems noted in IBC Section 1705.12.5, 1705.12.6, 1705.12.7, and 1705.12.8.)

n/a

Description of additional seismic systems and components requiring testing:

(Where required per IBC Section 1705.13)

n/a

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a Statement of Responsibility.

Holly Springs Amphitheater

FINAL REPORT OF SPECIAL INSPECTIONS

PROJECT: Holly Springs Amphitheater

LOCATION: 651 Edward Barrett Dr., Holly Springs, GA 30115

PERMIT APPLICANT: _____

APPLICANT'S ADDRESS: _____

ARCHITECT OF RECORD: Roger L. Caldwell

STRUCTURAL ENGINEER OF RECORD: Matthew Hammond

MECHANICAL ENGINEER OF RECORD: N/A

ELECTRICAL ENGINEER OF RECORD: N/A

REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: Matthew Hammond

To the best of my information, knowledge, and belief, which are based upon observations or diligent supervision of our inspection services for the above-referenced Project, I hereby state that the special inspections or testing required for this Project, and designated for this Agent in the *Schedule of Special Inspection Services*, have been completed in accordance with the Contract Documents.

The Special Inspection program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Interim reports submitted prior to this final report and numbered ___ to ___ form a basis for, and are to be considered an integral part of this final report. The following discrepancies that were outstanding since the last interim report dated _____ have been corrected:

(Attach 8 1/2"x11" continuation sheet(s) if required to complete the description of corrections)

Prepared By:

Special Inspection Agent/Firm

Type or print name

Signature

Date

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.1.1 Special Cases (work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials and systems with special manufacturer's requirements - add additional rows as needed.)	Submittal review, shop (3) and/or field inspection	N			
1. Inspection of anchors post-installed in solid grouted masonry: Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, masonry unit, grout, masonry compressive strength, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source	1	
2. Aggregate Pier Inspection: The special inspector's responsibilities include, but are not limited to, review of the aggregate pier designer's use of soil parameters as presented in the project soils report, and during construction, verification of aggregate properties, type and number of lifts of aggregate, hole size and depths and top elevations of the pier elements, and applied energy. Additionally, results of qualitative tests on production aggregate pier elements such as modulus load testing, uplift pull-out testing, bottom stabilization tests and dynamic cone penetration tests, shall be reviewed to verify compliance with design specifications.	Field inspection	N	Periodic or as required by the research report issued by an approved source		
1705.2.1 Structural Steel Construction					
1. Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, Section N 3.2 for compliance with construction documents)	Submittal Review	Y	Each submittal	1	
2. Material verification of structural steel	Shop (3) and field inspection	Y	Periodic	1	
3. Structural steel welding:					
a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1)	Shop (3) and field inspection	Y	Observe or Perform as noted (4)	1	
b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2)	Shop (3) and field inspection	Y	Observe (4)	1	
c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3)	Shop (3) and field inspection	Y	Observe or Perform as noted (4)	1	
d. Nondestructive testing (NDT) of welded joints: <i>see Commentary</i>					
1) Complete penetration groove welds 5/16" or greater in <i>risk category</i> III or IV	Shop (3) or field ultrasonic testing - 100%	N	Periodic		
2) Complete penetration groove welds 5/16" or greater in <i>risk category</i> II	Shop (3) or field ultrasonic testing - 10% of welds minimum	N	Periodic		
3) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1	Shop (3) or field radiographic or Ultrasonic testing	N	Periodic		
4) Fabricator's NDT reports when fabricator performs NDT	Verify reports	N	Each submittal (5)		
4. Structural steel bolting:	Shop (3) and field inspection				
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1)		Y	Observe or Perform as noted (4)	1	

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2)		Y	Observe (4)	1	
1) Pre-tensioned and slip-critical joints		N			
a) Turn-of-nut with matching markings		N	Periodic		
b) Direct tension indicator		N	Periodic		
c) Twist-off type tension control bolt		N	Periodic		
d) Turn-of-nut without matching markings		N	Continuous		
e) Calibrated wrench		N	Continuous		
2) Snug-tight joints		Y	Periodic	1	
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3)		Y	Perform (4)	1	
5. Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing	Shop (3) or field inspection	N	Periodic		
6. Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors)	Field inspection	Y	Periodic	1	
7. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection	Y	Periodic	1	
1705.2.2 Cold-Formed Steel Deck					
1. Manufacturer documents (Verify reports and certificates as listed in SDI QA/QC, Section 2, Paragraphs 2.1 and 2.2 for compliance with construction documents)	Submittal Review	N	Each submittal		
2. Material verification of steel deck, mechanical fasteners and welding materials	Shop (3) and field inspection	N	Periodic		
3. Cold-formed steel deck placement:	Shop (3) and field inspection				
a. Inspection tasks Prior to Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.1)		N	Perform (4)		
b. Inspection tasks After Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.2)		N	Perform (4)		
4. Cold-formed steel deck welding:	Shop (3) and field inspection				
a. Inspection tasks Prior to Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.3)		N	Observe (4)		
b. Inspection tasks During Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.4)		N	Observe (4)		
c. Inspection tasks After Welding (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.5)		N	Perform (4)		
5. Cold-formed steel deck mechanical fastening:	Shop (3) and field inspection				
a. Inspection tasks Prior to Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.6)		N	Observe (4)		
b. Inspection tasks During Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.7)		N	Observe (4)		
c. Inspection tasks After Mechanical Fastening (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.8)		N	Perform (4)		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.2.3. Open-Web Steel Joists and Joist Girders					
1. Installation of open-web steel joists and joist girders.					
a. End connections - welding or bolted.	per SJI CJ or SJI 100	Y	Periodic	1	
b.. Bridging - horizontal or diagonal.					
1) Standard bridging.	per SJI CJ or SJI 100	Y	Periodic	1	
2) Bridging that differs from the specifications listed in SJI CJ or SJI 100.		N	Periodic		
1705.2.4. Cold-Formed Steel Trusses Spanning 60 feet or Greater					
Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	N	Periodic		
1705.3 Concrete Construction					
1. Inspection and placement verification of reinforcing steel and prestressing tendons.	Shop (3) and field inspection	Y	Periodic	1	
2. Reinforcing bar welding:					
a. Verification of weldability of bars other than ASTM A706.		N	Periodic		
b. Inspection of single-pass fillet welds 5/16 or less in size.		N	Periodic		
c. Inspection of all other welds.		N	Continuous		
3. Inspection of anchors cast in concrete.	Shop (3) and field inspection	Y	Periodic	1	
4. Inspection of anchors post-installed in hardened concrete members per research reports, or, if no specific requirements are provided, requirements shall be provided by the registered design professional and approved by the building official, including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source	1	
a. Adhesive anchors installed in horizontal or upward-inclined orientation that resist sustained tension loads.		N	Continuous		
b. Mechanical and adhesive anchors not defined in 4a.		Y	Periodic	1	
5. Verify use of approved design mix	Shop (3) and field inspection	Y	Periodic	1	
6a. Prior to placement, fresh concrete sampling, perform slump and air content tests and determine temperature of concrete and perform any other tests as specified in construction documents.	Shop (3) and field inspection	Y	Continuous	1	
6b. Verify that concrete specimens for strength tests, perform slump or slump flow, air content tests, desity and determine the temperature of the concrete with all results included in the test reports.	Field testing and review of laboratory reports	Y	Continuous	1	
7. Inspection of concrete and shotcrete placement for proper application techniques	Shop (3) and field inspection	Y	Continuous	1	
8. Verify maintenance of specified curing temperature and techniques	Shop (3) and field inspection	Y	Periodic	1	
9. Inspection of prestressed concrete:	Shop (3) and field inspection				
a. Application of prestressing force		N	Continuous		
b. Grouting of bonded prestressing tendons		N	Continuous		
10. Inspect erection of precast concrete members		N	Periodic		
11. Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs	Review field testing and laboratory reports	N	Periodic		
12. Inspection of formwork for shape, lines, location and dimensions	Field inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
13. Concrete strength testing and verification of compliance with construction documents	Field testing and review of laboratory reports	Y	Periodic	1	
1705.4 Masonry Construction					
MINIMUM VERIFICATION REQUIREMENTS					
(A) Level 1, 2 and 3 Quality Assurance:					
1. Prior to construction, verification of compliance of submittals	Submittal Review	Y	Prior to Construction	1	
(B) Level 2 & 3 Quality Assurance:					
1. Prior to construction verification of f'm and f _{AAC} except where specifically required by the code	Testing by unit strength method or prism test method	Y	Prior to Construction	1	
2. During construction, verification of Slump Flow and Visual Stability Index (VSI) when self-consolidating grout is delivered to project site.	Testing by unit strength method or prism test method	Y	Periodic	1	
(C) Level 3 Quality Assurance:					
1. During construction, verification of f'm and f _{AAC} for every 5,000 SF	Testing by unit strength method or prism test method	Y	Periodic	1	
2. During construction, verification of proportions of materials as delivered to the project site for premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout.	Field inspection	Y	Periodic	1	
MINIMUM SPECIAL INSPECTION REQUIREMENTS					
(D) Levels 2 and 3 Quality Assurance:					
1. As masonry construction begins, verify that the following are in compliance:					
a. Proportions of the site-prepared mortar	Field inspection	Y	Periodic	1	
b. Grade and size of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c. Grade, type, and size of reinforcement, anchor bolts, and prestressing tendons and anchorages	Field Inspection	Y	Periodic	1	
d. Prestressing technique	Field Inspection	N	Periodic		
e. Properties of thin-bed mortar for AAC masonry (b) Required for the first 5,000 square feet (c) Required after the first 5,000 square feet	Field Inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
		N	Level 3 - Continuous		
f. Sample panel construction	Field Inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
2. Prior to grouting, verify that the following are in compliance:					
a. Grout space	Field Inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
b. Placement of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c. Placement of reinforcement, connectors, and anchor bolts	Field inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
d. Proportions of site-prepared grout and prestressing grout for bonded tendons	Field Inspection	Y	Periodic	1	
3. Verify compliance of the following during construction:					
a. Materials and procedures with the approved submittals	Field inspection	Y	Periodic	1	
b. Placement of masonry units and mortar joint construction	Field Inspection	Y	Periodic	1	
c. Size and location of structural members	Field inspection	Y	Periodic	1	
d. Type, size, location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction	Field inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
e. Welding of reinforcement	Field inspection	N	Continuous		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
f. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Field inspection	Y	Periodic	1	
g. Application and measurement of prestressing force	Field testing	N	Continuous		
h. Placement of grout and prestressing grout for bonded tendons is in compliance	Field inspection	N	Continuous		
i. Placement of AAC masonry units and construction of thin-bed mortar joints	Field inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
(b) Required for the first 5,000 square feet (c) Required after the first 5,000 square feet		N	Level 3 - Continuous		
4. Observe preparation of grout specimens, mortar specimens, and/or prisms	Field inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
1705.5 Wood Construction					
1. For prefabricated wood structural elements, inspection of the fabrication process and assemblies in accordance with Section 1704.2.5.	In-plant review (3)	Y	Periodic	1	
2. For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans.	Field inspection	N	Periodic		
3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans	Field inspection	N	Periodic		
4. Metal-plate-connected wood trusses:					
a. Verification that permanent individual truss member restraint/bracing has been installed in accordance with the approved truss submittal package when the truss height is greater than or equal to 60".	Field inspection	N	Periodic		
b. For trusses spanning 60 feet or greater: verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	N	Periodic		
1705.5.3 Mass Timber Construction					
1. Inspection of anchorage and connection of mass timber construction to timber deep foundation systems.	Field inspection	N	Periodic		
2. Inspect erection of mass timber construction.	Field inspection	N	Periodic		
3. Inspection of connections where installation methods are required to meet design loads.		N			
a. Threaded Fasteners		N			
1) Verify use of proper installation equipment.	Field inspection	N	Periodic		
2) Verify use of pre-drilled holes where required.	Field inspection	N	Periodic		
3) Inspect screws, including diameter, length, head type, spacing, installation angle, and depth.	Field inspection	N	Periodic		
b. Adhesive anchors installed in horizontal or upwardly inclined orientation to resist sustained tension loads.	Field inspection	N	Continuous		
c. Other adhesive anchors.	Field inspection	N	Periodic		
d. Bolted connections.	Field inspection	N	Periodic		
e. Concealed connections	Field inspection	N	Periodic		
1705.6 Soils					
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field inspection	Y	Periodic	1	
2. Verify excavations are extended to proper depth and have reached proper material.	Field inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
3. Perform classification and testing of compacted fill materials.	Field inspection	Y	Periodic	1	
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field inspection	Y	Continuous	1	
5. Prior to placement of controlled fill, inspect subgrade and verify that site has been prepared properly	Field inspection	Y	Periodic	1	
1705.7 Driven Deep Foundations					
1. Verify element materials, sizes and lengths comply with requirements	Field inspection	N	Continuous		
2. Determine capacities of test elements and conduct additional load tests, as required	Field inspection	N	Continuous		
3. Inspect driving operations and maintain complete and accurate records for each element	Field inspection	N	Continuous		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element	Field inspection	N	Continuous		
5. For steel elements, perform additional inspections per Section 1705.2	See Section 1705.2	N	See Section 1705.2		
6. For concrete elements and concrete-filled elements, perform tests and additional inspections per Section 1705.3	See Section 1705.3	N	See Section 1705.3		
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge	Field inspection	N	In accordance with construction documents		
1705.8 Cast-in-Place Deep Foundations					
1. Inspect drilling operations and maintain complete and accurate records for each element	Field inspection	N	Continuous		
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes	Field inspection	N	Continuous		
3. For concrete elements, perform tests and additional inspections in accordance with Section 1705.3	See Section 1705.3	N	See Section 1705.3		
1705.9 Helical Pile Foundations					
Verify installation equipment, pile dimensions, tip elevations, final depth, final installation torque and other installation data as required by construction documents.	Field inspection	N	Continuous		
1705.10 Fabricated items					
1. List of fabricated items requiring special inspection during fabrication:	Shop inspection		As noted in each applicable shop activity		
2. List of fabricated items to be fabricated on the premises of a fabricator approved to perform such work without special inspection (including name of approved agency providing periodic auditing):	Shop inspection waived for fabricators with proper certification				
a. Structural Steel: AISC Certified Plant (BU)		Y			
1705.11.1 Structural Wood Special Inspections For Wind Resistance					
1. Inspection of field gluing operations of elements of the main windforce-resisting system	Field inspection	N	Continuous		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
2. Inspection of nailing, bolting, anchoring and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces and hold-downs.	Shop (3) and field inspection	N	Periodic		
1705.11.2 Cold-formed Steel Special Inspections For Wind Resistance					
1. Inspection during welding operations of elements of the main windforce-resisting system	Shop (3) and field inspection	N	Periodic		
2. Inspection of screw attachment, bolting, anchoring and other fastening of components within the main windforce-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	Shop (3) and field inspection	N	Periodic		
1705.11.3 Wind-resisting Components					
1. Roof covering, roof deck and roof framing connections.	Shop (3) and field inspection	N	Periodic		
2. Exterior wall covering and wall connections to roof and floor diaphragms.	Shop (3) and field inspection	N	Periodic		
1705.12.1 Structural Steel Special Inspections for Seismic Resistance					
1. Seismic force-resisting systems in SDC B, C, D, E, or F.	Shop (3) and field inspection	N	In accordance with AISC 341		
2. Structural steel elements in SDC B, C, D, E, or F other than those in Item 1. including struts, collectors, chords and foundation elements.	Shop (3) and field inspection	N	In accordance with AISC 341		
1705.12.2 Structural Wood Special Inspections for Seismic Resistance					
1. Field gluing operations of elements of the seismic-force resisting system for SDC C, D, E or F.	Field inspection	N	Continuous		
2. Nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system including wood shear walls, wood diaphragms, drag struts, shear panels and hold-downs for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
1705.12.3 Cold-formed Steel Light-Frame Construction Special Inspections for Seismic Resistance					
1. During welding operations of elements of the seismic-force-resisting system for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
2. Screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
1705.12.4 Designated Seismic Systems Verification Special Inspections for Seismic Resistance					
For SDC C, D, E or F, inspect and verify that that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with ASCE 7 Section 13.2.2.	Field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.12.5 Architectural Components Special Inspections for Seismic Resistance					
1. For SDC D, E or F, inspection during the erection and fastening of exterior cladding and interior or exterior veneer more than 30 feet above grade or walking surface and weighing more than 5 psf.	Field inspection	N	Periodic		
2. For SDC D, E or F, inspection during the erection and fastening of interior nonbearing walls more than 30 feet above grade or walking surface and weighing more than 15 psf.	Field inspection	N	Periodic		
3. For SDC D, E or F, inspection during the erection and fastening of exterior nonbearing walls more than 30 feet above grade or walking surface.	Field inspection	N	Periodic		
4. For SDC D, E or F, inspection during anchorage of access floors	Field inspection	N	Periodic		
1705.12.6 Plumbing, Mechanical and Electrical Components Special Inspections for Seismic Resistance					
1. Inspection during the anchorage of electrical equipment for emergency or standby power systems in SDC C, D, E or F	Field inspection	N	Periodic		
2. Inspection during the anchorage of other electrical equipment in SDC E or F	Field inspection	N	Periodic		
3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units in SDC C, D, E or F	Field inspection	N	Periodic		
4. Inspection during the installation and anchorage of HVAC ductwork designed to contain hazardous materials in SDC C, D, E or F	Field inspection	N	Periodic		
5. Inspection during the installation and anchorage of vibration isolation systems in SDC C, D, E or F where nominal clearance of 1/4 inch or less is required by the approved construction documents	Field inspection	N	Periodic		
6. Inspection during installation of mechanical and electrical equipment, including duct work, piping systems and their structural supports, where automatic fire sprinkler systems are installed in structures assigned to SDC C, D, E, or F to verify one of the following unless flexible sprinkler hose fittings are used:					
a. ASCE/SEI 7, Section 13.2.3 minimum required clearances have been provided.	Field inspection	N	Periodic		
b. A three inch or greater nominal clearance has been provided between fire protection sprinkler system drops and sprigs and: structural members not used collectively or independently to support the sprinklers; equipment attached to the building structure; and other systems' piping.	Field inspection	N	Periodic		
1705.12.7 Storage Racks Special Inspections for Seismic Resistance					
Inspection during the anchorage of storage racks 8 feet or greater in height in structures assigned to SDC D, E or F.	Field inspection	N	Periodic		
1705.12.8 Seismic Isolation Systems					
Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system in structures assigned to SDC B, C, D, E or F.	Shop and field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.12.9 Cold-formed Steel Special Bolted Moment Frames					
Inspection of installation of cold-formed steel special bolted moment frames in the seismic force-resisting systems in structures assigned to SDC D, E or F.	Field inspection	N	Periodic		
1705.13.1 Structural Steel Testing for Seismic Resistance					
1. Nondestructive testing of structural steel in the seismic force-resisting systems in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		
2. Nondestructive testing of structural steel elements in the seismic force-resisting systems not covered in 1 above including struts, collectors, chords and foundation elements in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		
1705.13.2 Seismic Certification of Nonstructural Components					
Review certificate of compliance for designated seismic system components in structures assigned to SDC B, C, D, E or F.	Certificate of compliance review	N	Each submittal		
1705.13.3 Seismic Certification of Designated Seismic Systems					
Review certificate of compliance for designated seismic system components in structures assigned to SDC C, D, E or F	Certificate of compliance review	N	Each submittal		
1705.13.4 Seismic Isolation Systems					
Test seismic isolation system in accordance with ASCE 7 Section 17.8 in structures assigned to SDC B, C, D, E or F.	Prototype testing	N	Per ASCE 7		
1705.14 Sprayed Fire-resistant Materials					
1. Verify surface condition preparation of structural members	Field inspection	N	Periodic		
2. Verify minimum thickness of sprayed fire-resistant materials applied to structural members	Field inspection	N	Periodic		
3. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design	Field inspection and testing	N	Per IBC Section 1705.14.5		
4. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material	Field inspection and testing	N	Per IBC Section 1705.14.6		
5. Condition of finished application	Field inspection	N	Periodic		
1705.15 Mastic and Intumescent Fire-Resistant Coatings					
Inspect and test mastic and intumescent fire-resistant coatings applied to structural elements and decks per AWC1 12-B	Field inspection and testing	N	Periodic		
1705.16 Exterior Insulation and Finish Systems (EIFS)					
Inspection of water-resistive barrier over sheathing substrate	Field inspection	N	Periodic		
1705.17 Fire-Resistant Penetrations and Joints					
1. Inspect penetration firestop systems	Field testing	N	Per ASTM E2174		
2. Inspect fire-resistant joint systems	Field testing	N	Per ASTM E2393		
1705.18 Smoke Control Systems					
1. Leakage testing and recording of device locations prior to concealment	Field testing	N	Periodic		
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification	Field testing	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.19 Sealing of Mass Timber Construction					
1. Inspect sealants and adhesives to resist passage of air in buildings of Type IV-A, IV-B, and IV-C construction.					
a. At abutting edges and intersections of mass timber building elements required to be fire-resistance rated.	Field testing	N	Periodic		
b. At abutting intersections of mass timber building elements and building elements of other materials where both are required to be fire-resistance rated.	Field testing	N	Periodic		
* INSPECTION AGENTS					
FIRM	ADDRESS		TELEPHONE NO.		
1. T.B.D. by owner					
2.					
3.					
4.					
Notes: 1. The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional. 2. The list of Special Inspectors may be submitted as a separate document, if noted so above. 3. Shop Inspections of fabricated items are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.1 and listed in activity 1709.2. 4. Observe: Observe on a random basis, operations need not be delayed pending these inspections. Perform: These tasks shall be performed for each welded joint, bolted connection, or steel element. 5. NDT of welds completed in an approved fabricator's shop may be performed by that fabricator when approved by the AHJ. Refer to AISC 360, N6.					
Are Special Inspections for Seismic Resistance included in the Statement of Special Inspections?				<u>Yes</u>	No
Are Special Inspections for Wind Resistance included in the Statement of Special Inspections?				Yes	<u>No</u>
DATE: 10/11/2025					

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Agreement, dated November 13, 2025, from Kimley-Horn for structural special inspections, mechanical, electrical, and plumbing (MEP) observations, and material testing for the City of Holly Springs City Hall in an amount not to exceed \$226,600, and authorize the Mayor to execute the agreement upon approval of the City Attorney.

EXECUTIVE SUMMARY:

The City requested a proposal from Kimley-Horn to perform structural special inspections, mechanical, electrical, and plumbing (MEP) inspections, and material testing for the City of Holly Springs City Hall during the construction phase of the project. Kimley-Horn submitted an agreement to the City of Holly Springs for the proposed services on November 13, 2025.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$226,600 to be paid from the proceeds of the Urban Redevelopment Agency (URA) Series 2025 bond.

ATTACHMENTS:

1. Kimley Horn City Hall

RECOMMENDATION:

The staff recommendation is approval of the agreement from Kimley-Horn.

CONCURRENCES:

Finance and Administration



November 13, 2025

Mr. Rob Logan
City of Holly Springs
Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, Georgia 30115

Re: ***City of Holly Springs City Hall
130 Timothy Downing Drive, Holly Springs, Georgia 301152
Structural Special Inspections & MEP Observations***

Dear Mr. Logan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Holly Springs, ("Client") for providing consulting services to perform a Special Inspections (SI), materials testing, and construction phase observations for the City of Holly Springs City Hall located in Holly Springs, Georgia.

PROJECT UNDERSTANDING

Our Scope of Services are based on the following assumptions and notes.

1. Kimley-Horn will be contracted directly with the Client for the services described in the Scope of Services section of the Agreement.
2. The Kimley-Horn Team refers to Kimley-Horn and the subconsultants listed below:
 - a. United Consulting, Inc. is Kimley-Horn's subconsultant for materials testing and special inspections services.
 - b. Barrett Woodyard & Associates, Inc is Kimley-Horn's subconsultant for Mechanical, Electrical, and Plumbing construction phase services.
3. The subject property is located at 130 Timothy Downing Drive, Holly Springs, Georgia 301152.
4. Kimley-Horn Team members do not fill the role of Engineer of Record or Structural Engineer of Record for this project. Those roles remain the responsibility of the original SER and EOR who designed the project.
5. Figure 1 below provides a plan view of the City Hall building, prepared by CPL Architects and Engineers, P.C., dated 09/09/25.
6. The scope of Special Inspections is based on the Schedule of Special Inspections prepared by the Structural Engineer of Record for the project, Larry Werts, P.E. with CPL Architects and Engineers, P.C. The Schedule of SI is dated 09/09/25.

- The number of in-person meetings, site visits, and conference calls are specified in the Scope of Service below. All in-person meetings included are assumed to be local to Holly Springs, Georgia.

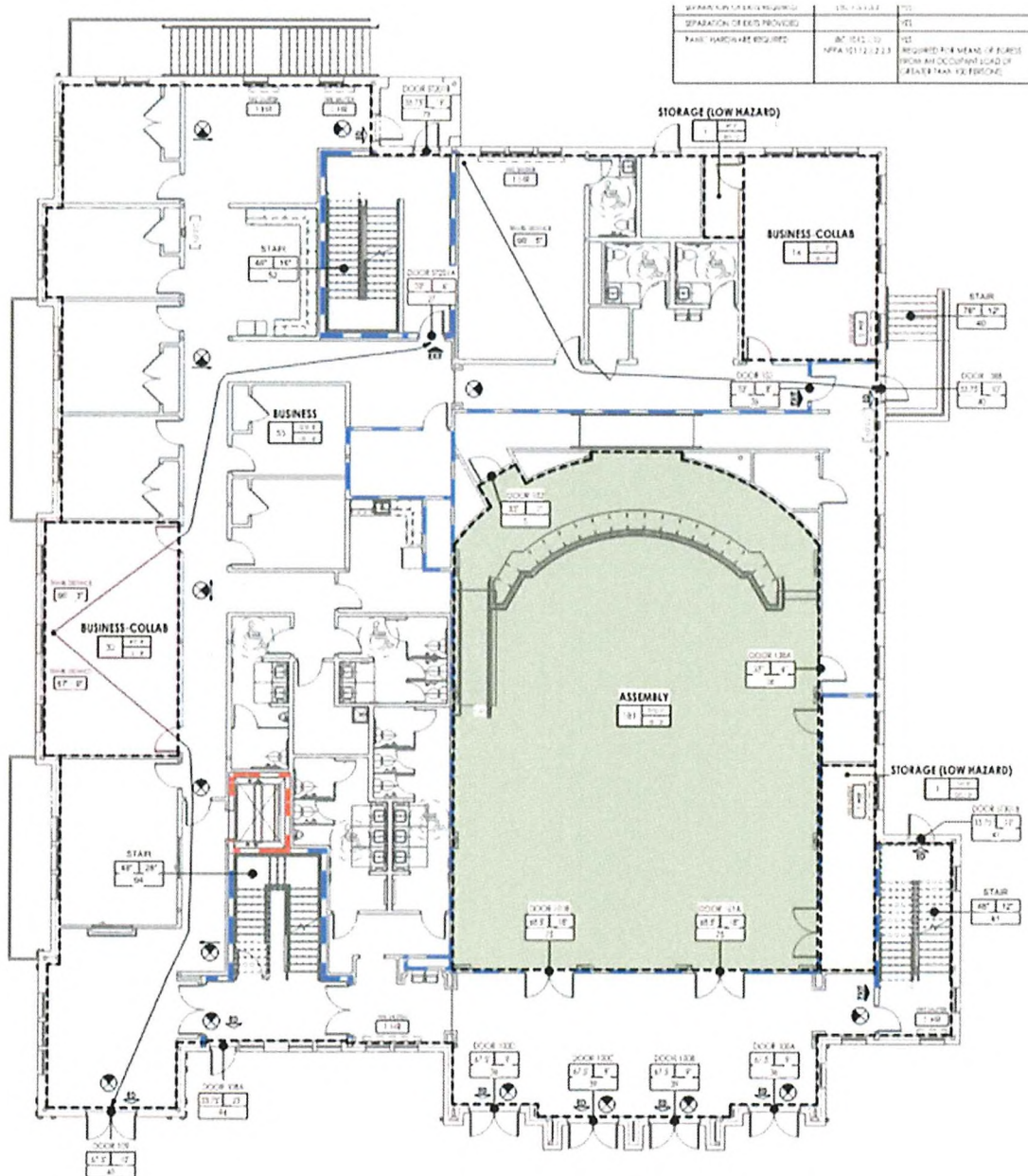


Figure 1: Plan view of City Hall

SCOPE OF SERVICES

The Scope of Services consists of performing special inspections and MEP construction phase services for the project. Kimley-Horn and our subconsultants are not the Engineers of Record for this project.

Task 1 – Structural & MEP Observations, Special Inspections & Material Testing

Structural Special Inspections

The Kimley-Horn Team will perform Special Inspections, materials testing, and perform observations as specified in the Schedule of Special Inspections. As a subconsultant to Kimley-Horn and Associates, Inc., United Consulting, Inc. will perform the testing and observations specified in the Schedule of Special Inspections (Attachment 1) as part of their Special Inspections (SI) and testing services. SI services and testing results will be reviewed for conformance with Construction Documents. At least 48 hours' notice shall be provided prior to when the special inspections and/or testing will be required to be performed.

Interpretation of conditions nonconforming to construction documents shall be the responsibility of the Structural Engineer of Record or Engineer of Record for that aspect of the project.

A report will be issued for the testing. Testing of re-work required due to a nonconformance, is not included in the scope of services and may result in the need for additional services.

Mechanical, Electrical, and Plumbing Observations:

- 1.1 Conduct up to four (4) site visits to observe MEP system installation. The current Contract Documents shall be provided by the Contractor for our use.
- 1.2 Document issues that are observed to be non-compliant with the Contract Documents, prevailing construction code, or best practices in a written construction report or issues log distributed to the project team via email.
- 1.3 MEP System Functional Testing
 - a. Provide functional performance testing services to meet the requirements of the International Energy Conservation Code 2015, Section C408, with Georgia Supplements and Amendments (2020, 2022, 2023).
 - b. Develop a testing plan that describes a list of the specific equipment, appliances, or systems to be tested, a description of the tests to be performed, conditions under which the tests will be performed, and measurable criteria for performance. Testing shall include all modes and sequences of operation for the following systems:
 - i. Mechanical Systems
 - ii. Service Water Heating Systems
 - iii. Lighting Systems
 - c. Review construction checklists, start-up reports, and Testing, Adjusting, Balancing (TAB) report. The Contractor shall provide the Owner and System

Commissioning Agent all instructions on maintenance and operation of all systems and equipment. The documentation shall include the following, at a minimum:

- i. Submittal data for lighting equipment and controls.
 - ii. Manufacturer's operation and maintenance manuals.
 - iii. MEP system maintenance and calibration information, including wiring diagrams, schematics, and control sequence descriptions.
 - iv. Initial construction checklists / startup reports.
- d. Conduct up to five (5) site visits to direct, witness, and document Functional Testing to ensure systems are operating in accordance with approved plans and specifications. Testing shall be executed by the qualified installing contractor (not included).
- e. Deliver a final Commissioning Report that includes the following:
- i. Results of the functional performance tests.
 - ii. Disposition of deficiencies found during testing, including details of corrective measures used or proposed.
 - iii. Functional performance test procedures used during the testing process, including measurable criteria for test acceptance.
- 1.4 Special Inspections for Fire-Resistant Penetrations and Joints
- a. Review contractor submittals for firestop systems to verify materials prior to testing.
 - b. Conduct up to four (4) site visits to verify firestop systems are installed where required per applicable, listed firestop systems.
 - c. Witness 10% of Firestop installations, or witness and document destructive testing on 2% of installations per ASTM E2174.
- 1.5 Witness 5% of linear feet installed for fire resistive joint systems, or witness and document destructive testing on 1 ft per every 500 ft installed per ASTM E2393.
- 1.6 Submit notarized statement indicating installation compliance.

Task 2 – Construction Phase Services

The Kimley-Horn Team will provide the following construction phase services. Kimley-Horn is not Engineer of Record or Structural Engineer of Record for this project, and therefore will not provide interpretation of construction documents, or RFI Responses for this project.

- 2.1 Kimley-Horn will review shop drawings and submittals, but only for general conformance with the information given in the Construction Documents. Such review will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. The sole purpose of Kimley-Horn's review will be to evaluate general conformance to

Construction Documents that were prepared by Others. Review of up to ten (10) structural, mechanical, electrical, and plumbing related submittals are included.

- 2.2 The Kimley-Horn Team will conduct a total of eight (8) trips to site, in addition to those specified in Task 1 above. These trips consist of up to two (2) representatives and consist of:
 - a. Seven (7) construction observation site visits.
 - b. One (1) punch list/close-out walkthrough.
 - c. Five (5) Owner, Architect, Contractor ("OAC") progress meetings attended in person or virtually, and coordinated to be the same day as the construction observation site visits listed above.

Construction observation site visits and punch list/close-out walkthroughs are intended to review general progress or completion of the project construction. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. The Kimley-Horn Team will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work. The Kimley-Horn Team shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Kimley-Horn Team have any authority or responsibility for any contractor's failure to perform its work in accordance with the contract documents. A written observation report will be prepared for each construction observation site visit and punch list/close-out walkthrough.

- 2.3 In addition to the number of meetings included in task 2.2 above, Kimley-Horn will attend up to eight (8) conference calls with the Client, and/or Contractor during construction. This includes coordination calls and virtual pre-installation meetings where Kimley-Horn's attendance is requested.
- 2.4 Kimley-Horn will review and provide comments to Client for up to twelve (12) Pay Applications related to construction, if needed. Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that we recommend Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in our opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, our recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- 2.5 Kimley-Horn will attend a final close-out meeting with Client and Contractor. As part of this close-out meeting, Kimley-Horn will review close out documents provided by the

Contractor, related to our Construction Documents, to confirm that documents that are required by the Specifications are included. These documents will include owner manuals on equipment, as well as all warranties.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement.

1. Destructive testing and/or Independent Testing Laboratory ("ITL") testing
2. LEED / GBCI ParkSmart / or Commissioning
3. Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Security, Landscape Architecture, and Surveying.
4. Permitting services and/or submitting for building permit or Land Disturbance Permit review.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attend additional meetings and/or perform additional site visits beyond those specified in the Scope of Services above.
2. Retesting of equipment that did not meet the specified functional performance testing.
3. Performing system adjusting or balancing.
4. Development of control sequences and setpoints. These should be provided by the Engineer of Record in the Contract Documents.
5. Implementation of recommendations from our report. It shall be the responsibility of the engineer of record to incorporate any recommendations, as directed by the owner, into their documents and to be compensated for the revisions.
6. At no time will we assume the role of engineer of record or structural engineer of record for the design or changes to the design made on this project.
7. Equipment calibration or accuracy verification.
8. LEED commissioning documentation.
9. Production or verification of As-Builts.
10. Performing/leading/verification of Owner training sessions. This shall be the responsibility of the Contractor.

11. Providing commissioning manpower, testing equipment, tools, or other contractor labor. We assume the general contractor and subcontractors will support the commissioning effort by providing all labor, equipment, etc. that is required.
12. Performing calculations or analysis to support alternate designs.
13. Commissioning of equipment or building components that are not listed above.

INFORMATION PROVIDED BY OTHERS

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client and Architect. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Notice To Proceed.
2. Fully Executed Agreement.
3. As-built or record architectural, structural, and MEPFP drawings and specifications.

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. The schedule below indicates our assumptions for the parking deck scope of work. Any revision to the schedule indicated below must be reviewed and agreed upon by all parties.

1. Work begins two (2) weeks after receiving fully executed contract and Notice To Proceed ("NTP").
2. It is assumed the duration of construction for this project is approximately 14 months.

FEES AND BILLING

Kimley-Horn will perform the services in Tasks 1 and 2 for the lump sum labor fees provided in Table A. Individual task amounts are provided for information only.

In addition to the labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee (referred to as "allocation") will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Table A: Kimley-Horn Design Labor Fees

Task	Fee Type	Lump Sum Labor Fee
<i>Task 1 – Structural & MEP Observations, Special Inspections & Material Testing</i>	<i>Lump Sum</i>	<i>\$ 141,600</i>
<i>Task 2 – Construction Phase Services</i>	<i>Lump Sum</i>	<i>\$ 85,000</i>
TOTAL Labor Fee		\$226,600
Estimated Expenses (including allocation)		\$ 4,000

Additional site visits can be performed as an additional service for the fee of \$3,000 per visit, upon request and approval from the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Holly Springs.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jason R. Manners, P.E., S.E., LEED AP
Vice President / Parking Structures Practice Lead

Attachment – Standard Provisions

[INSERT CLIENT NAME]

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated Owner to

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be

deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of

any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1704.2.5 Inspection of Fabricators					
Verify fabrication/quality control procedures	In-plant review (3)	Y	Periodic		
1705.1.1 Special Cases (work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials and systems with special manufacturer's requirements - add additional rows as needed)	Submittal review, shop (3) and/or field inspection	Y			
1 Inspection of anchors post-installed in solid grouted masonry Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, masonry unit, grout, masonry compressive strength, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source		
2 Aggregate Pier Inspection The special inspector's responsibilities include, but are not limited to, review of the aggregate pier designer's use of soil parameters as presented in the project soils report, and during construction, verification of aggregate properties, type and number of lifts of aggregate, hole size and depths and top elevations of the pier elements, and applied energy Additionally, results of qualitative tests on production aggregate pier elements such as modulus load testing, uplift pull-out testing, bottom stabilization tests and dynamic cone penetration tests, shall be reviewed to verify compliance with design specifications	Field inspection	N	Periodic or as required by the research report issued by an approved source		
1705.2.1 Structural Steel Construction					
1 Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, Section N 3 2 for compliance with construction documents)	Submittal Review	Y	Each submittal	1,2	
2 Material verification of structural steel	Shop (3) and field inspection	Y	Periodic	1	
3 Structural steel welding					
a Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5 4-1)	Shop (3) and field inspection	Y	Observe or Perform as noted (4)	1	
b Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5 4-2)	Shop (3) and field inspection	Y	Observe (4)	1	

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5 4-3)	Shop (3) and field inspection	Y	Observe or Perform as noted (4)	1	
d Nondestructive testing (NDT) of welded joints <i>see Commentary</i>					
1) Complete penetration groove welds 5/16" or greater in <i>risk category III or IV</i>	Shop (3) or field ultrasonic testing - 100%	Y	Periodic		
2) Complete penetration groove welds 5/16" or greater in <i>risk category II</i>	Shop (3) or field ultrasonic testing - 10% of welds minimum	Y	Periodic		
3) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3 1	Shop (3) or field radiographic or Ultrasonic testing	Y	Periodic		
4) Fabricator's NDT reports when fabricator performs NDT	Verify reports	Y	Each submittal (5)		
4 Structural steel bolting	Shop (3) and field inspection				
a Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5 6-1)		Y	Observe or Perform as noted (4)	1	
b Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5 6-2)		Y	Observe (4)	1	
1) Pre-tensioned and slip-critical joints					
a) Turn-of-nut with matching markings		Y	Periodic		
b) Direct tension indicator		Y	Periodic		
c) Twist-off type tension control bolt		Y	Periodic		
d) Turn-of-nut without matching markings		Y	Continuous		
e) Calibrated wrench		Y	Continuous		
2) Snug-tight joints		Y	Periodic	1	
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5 6-3)		Y	Perform (4)	1	
5 Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing	Shop (3) or field inspection	Y	Periodic		
6 Embedments (Verify diameter, grade, type, length, embedment See 1705.3 for anchors)	Field inspection	Y	Periodic		
7 Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection	Y	Periodic	1	
1705.2.2 Cold-Formed Steel Deck					
1 Manufacturer documents (Verify reports and certificates as listed in SDI QA/QC, Section 2, Paragraphs 2.1 and 2.2 for compliance with construction documents)	Submittal Review	Y	Each submittal	1,2	

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
2 Material verification of steel deck, mechanical fasteners and welding materials	Shop (3) and field inspection	Y	Periodic	1	
3 Cold-formed steel deck placement	Shop (3) and field inspection				
a Inspection tasks Prior to Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 1)		Y	Perform (4)	1	
b Inspection tasks After Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 2)		Y	Perform (4)	1	
4 Cold-formed steel deck welding	Shop (3) and field inspection				
a Inspection tasks Prior to Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 3)		Y	Observe (4)	1	
b Inspection tasks During Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 4)		Y	Observe (4)	1	
c Inspection tasks After Welding (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 5)		Y	Perform (4)	1	
5 Cold-formed steel deck mechanical fastening	Shop (3) and field inspection				
a Inspection tasks Prior to Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 6)		Y	Observe (4)		
b Inspection tasks During Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 7)		Y	Observe (4)		
c Inspection tasks After Mechanical Fastening (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1 8)		Y	Perform (4)		
1705.2.3. Open-Web Steel Joists and Joist Girders					
1 Installation of open-web steel joists and joist girders					
a End connections - welding or bolted	per SJI CJ or SJI 100	Y	Periodic		
b Bridging - horizontal or diagonal		Y			
1) Standard bridging	per SJI CJ or SJI 100	Y	Periodic		
2) Bridging that differs from the specifications listed in SJI CJ or SJI 100		Y	Periodic		
1705.2.4. Cold-Formed Steel Trusses Spanning 60 feet or Greater					
Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	N	Periodic		
1705.3 Concrete Construction					
1 Inspection and placement verification of reinforcing steel and prestressing tendons	Shop (3) and field inspection	Y	Periodic	1	
2 Reinforcing bar welding					
a Verification of weldability of bars other than ASTM A706		N	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
b Inspection of single-pass fillet welds 5/16 or less in size		N	Periodic		
c. Inspection of all other welds		N	Continuous		
3 Inspection of anchors cast in concrete	Shop (3) and field inspection	Y	Periodic		
4. Inspection of anchors post-installed in hardened concrete members per research reports, or, if no specific requirements are provided, requirements shall be provided by the registered design professional and approved by the building official, including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source	1	
a Adhesive anchors installed in horizontal or upward-inclined orientation that resist sustained tension loads.		Y	Continuous		
b. Mechanical and adhesive anchors note defined in 4a		Y	Periodic	1	
5 Verify use of approved design mix	Shop (3) and field inspection	Y	Periodic	1	
6 Prior to placement, fresh concrete sampling, perform slump and air content tests and determine temperature of concrete and perform any other tests as specified in construction documents	Shop (3) and field inspection	Y	Continuous	1	
7 Inspection of concrete and shotcrete placement for proper application techniques	Shop (3) and field inspection	Y	Continuous	1	
8 Verify maintenance of specified curing temperature and techniques	Shop (3) and field inspection	Y	Periodic	1	
9 Inspection of prestressed concrete	Shop (3) and field inspection				
a. Application of prestressing force		N	Continuous		
b Grouting of bonded prestressing tendons		N	Continuous		
10 Inspect erection of precast concrete members		N	Periodic		
11 Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs	Review field testing and laboratory reports	N	Periodic		
12. Inspection of formwork for shape, lines, location and dimensions	Field inspection	Y	Periodic		
13 Concrete strength testing and verification of compliance with construction documents	Field testing and review of laboratory reports	Y	Periodic	1	
1705.4 Masonry Construction					
MINIMUM VERIFICATION REQUIREMENTS					
(A) Level 1, 2 and 3 Quality Assurance:					

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1. Prior to construction, verification of compliance of submittals	Submittal Review	Y	Prior to Construction	1	
(B) Level 2 & 3 Quality Assurance:					
1. Prior to construction verification of f_m and f_{AAC} except where specifically required by the code	Testing by unit strength method or prism test method	N	Prior to Construction	1	
2. During construction, verification of Slump Flow and Visual Stability Index (VSI) when self-consolidating grout is delivered to project site	Testing by unit strength method or prism test method	N	Periodic	1	
(C) Level 3 Quality Assurance:					
1. During construction, verification of f_m and f_{AAC} for every 5,000 SF	Testing by unit strength method or prism test method	N	Periodic		
2. During construction, verification of proportions of materials as delivered to the project site for premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout	Field inspection	N	Periodic		
MINIMUM SPECIAL INSPECTION REQUIREMENTS					
(D) Levels 2 and 3 Quality Assurance:					
1. As masonry construction begins, verify that the following are in					
a. Proportions of the site-prepared mortar	Field inspection	Y	Periodic		
b. Grade and size of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c. Grade, type, and size of reinforcement, anchor bolts, and prestressing tendons and anchorages	Field Inspection	Y	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
d Prestressing technique	Field Inspection	N	Periodic		
e Properties of thin-bed mortar for AAC masonry	Field Inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
(b) Required for the first 5 000 square feet (c) Required after the first 5 000 square feet		N	Level 3 - Continuous		
f Sample panel construction		Field Inspection	Y	Level 2 - Periodic	
		N	Level 3 - Continuous		
2. Prior to grouting, verify that the following are in compliance.					
a Grout space	Field Inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
b Placement of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c Placement of reinforcement, connectors, and anchor bolts	Field inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
d Proportions of site-prepared grout and prestressing grout for bonded tendons	Field Inspection	Y	Periodic		
3. Verify compliance of the following during construction:					
a Materials and procedures with the approved submittals	Field inspection	Y	Periodic	1	
b Placement of masonry units and mortar joint construction	Field Inspection	Y	Periodic	1	
c Size and location of structural members	Field inspection	Y	Periodic	1	
d Type, size, location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction	Field inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
e Welding of reinforcement	Field inspection	N	Continuous		
f Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Field inspection	Y	Periodic		
		N	Continuous		
g Application and measurement of prestressing force	Field testing	N	Continuous		
h Placement of grout and prestressing grout for bonded tendons is in compliance	Field inspection	N	Continuous		
i Placement of AAC masonry units and construction of thin-bed mortar joints	Field inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
(b) Required for the first 5 000 square feet (c) Required after the first 5 000 square feet		N	Level 3 - Continuous		
		N	Level 3 - Continuous		
4 Observe preparation of grout specimens, mortar specimens, and/or prisms	Field inspection	Y	Level 2 - Periodic	1	
		N	Level 3 - Continuous		
1705.5 Wood Construction					
1 For prefabricated wood structural elements, inspection of the fabrication process and assemblies in accordance with Section 1704 2 5	In-plant review (3)	Y	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
2 For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans	Field inspection	Y	Periodic		
3 For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans	Field inspection	Y	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
4 Metal-plate-connected wood trusses					
a Verification that permanent individual truss member restraint/bracing has been installed in accordance with the approved truss submittal package when the truss height is greater than or equal to 60"	Field inspection	Y	Periodic		
b For trusses spanning 60 feet or greater verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	Y	Periodic		
1705.6 Soils					
1 Verify materials below shallow foundations are adequate to achieve the design bearing capacity	Field inspection	Y	Periodic	1	
2 Verify excavations are extended to proper depth and have reached proper material	Field inspection	Y	Periodic	1	
3 Perform classification and testing of compacted fill materials	Field inspection	Y	Periodic	1	
4 Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field inspection	Y	Continuous	1	
5 Prior to placement of controlled fill, inspect subgrade and verify that site has been prepared properly	Field inspection	Y	Periodic	1	
1705.7 Driven Deep Foundations					
1 Verify element materials, sizes and lengths comply with requirements	Field inspection	N	Continuous		
2 Determine capacities of test elements and conduct additional load tests, as required	Field inspection	N	Continuous		
3 Inspect driving operations and maintain complete and accurate records for each element	Field inspection	N	Continuous		
4 Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element	Field inspection	N	Continuous		
5 For steel elements, perform additional inspections per Section 1705.2	See Section 1705.2	N	See Section 1705.2		
6 For concrete elements and concrete-filled elements, perform tests and additional inspections per Section 1705.3	See Section 1705.3	N	See Section 1705.3		
7 For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge	Field inspection	N	In accordance with construction documents		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.8 Cast-in-Place Deep Foundations					
1 Inspect drilling operations and maintain complete and accurate records for each element	Field inspection	N	Continuous		
2 Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity Record concrete or grout volumes	Field inspection	N	Continuous		
3 For concrete elements, perform tests and additional inspections in accordance with Section 1705 3	See Section 1705 3	N	See Section 1705 3		
1705.9 Helical Pile Foundations					
Verify installation equipment, pile dimensions, tip elevations, final depth, final installation torque and other installation data as required by construction documents	Field inspection	N	Continuous		
1705.10 Fabricated items					
1 List of fabricated items requiring special inspection during fabrication	Shop inspection	Y	As noted in each applicable shop activity		
2 List of fabricated items to be fabricated on the premises of a fabricator approved to perform such work without special inspection (including name of approved agency providing periodic auditing)		Y			
1705.11.1 Structural Wood Special Inspections For Wind Resistance					
1 Inspection of field gluing operations of elements of the main windforce-resisting system	Field inspection	N	Continuous		
2 Inspection of nailing, bolting, anchoring and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces and hold-downs	Shop (3) and field inspection	N	Periodic		
1705.11.2 Cold-formed Steel Special Inspections For Wind Resistance					
1 Inspection during welding operations of elements of the main windforce-resisting system	Shop (3) and field inspection	N	Periodic		
2 Inspection of screw attachment, bolting, anchoring and other fastening of components within the main windforce-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs	Shop (3) and field inspection	N	Periodic		
1705.11.3 Wind-resisting Components					
1 Roof covering, roof deck and roof framing connections	Shop (3) and field inspection	Y	Periodic	1	

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
2. Exterior wall covering and wall connections to roof and floor diaphragms.	Shop (3) and field inspection	Y	Periodic	1	
1705.12.1 Structural Steel Special Inspections for Seismic Resistance					
1. Seismic force-resisting systems in SDC B, C, D, E, or F.	Shop (3) and field inspection	N	In accordance with AISC 341	1	
2. Structural steel elements in SDC B, C, D, E, or F other than those in Item 1. including struts, collectors, chords and foundation elements.	Shop (3) and field inspection	N	In accordance with AISC 341		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.12.2 Structural Wood Special Inspections for Seismic Resistance					
1 Field gluing operations of elements of the seismic-force resisting system for SDC C, D, E or F	Field inspection	N	Continuous		
2 Nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system including wood shear walls, wood diaphragms, drag struts, shear panels and hold-downs for SDC C, D, E or F	Shop (3) and field inspection	N	Periodic		
1705.12.3 Cold-formed Steel Light-Frame Construction Special Inspections for Seismic Resistance					
1 During welding operations of elements of the seismic-force-resisting system for SDC C, D, E or F	Shop (3) and field inspection	N	Periodic		
2 Screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs for SDC C, D, E or F	Shop (3) and field inspection	N	Periodic		
1705.12.4 Designated Seismic Systems Verification Special Inspections for Seismic Resistance					
For SDC C, D, E or F, inspect and verify that that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with ASCE 7 Section 13.2.2	Field inspection	Y	Periodic		
1705.12.5 Architectural Components Special Inspections for Seismic Resistance					
1 For SDC D, E or F, inspection during the erection and fastening of exterior cladding and interior or exterior veneer more than 30 feet above grade or walking surface and weighing more than 5 psf	Field inspection	N	Periodic	1	
2 For SDC D, E or F, inspection during the erection and fastening of interior nonbearing walls more than 30 feet above grade or walking surface and weighing more than 15 psf	Field inspection	N	Periodic		
3. For SDC D, E or F, inspection during the erection and fastening of exterior nonbearing walls more than 30 feet above grade or walking surface		N			
4 For SDC D, E or F, inspection during anchorage of access floors	Field inspection	N	Periodic		
1705.12.6 Plumbing, Mechanical and Electrical Components Special Inspections for Seismic Resistance					
1 Inspection during the anchorage of electrical equipment for emergency or standby power systems in SDC C, D, E or F	Field inspection	Y	Periodic		
2 Inspection during the anchorage of other electrical equipment in SDC E or F	Field inspection	N	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units in SDC C, D, E or F	Field inspection	Y	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
4. Inspection during the installation and anchorage of HVAC ductwork designed to contain hazardous materials in SDC C, D, E or F	Field inspection	Y	Periodic		
5. Inspection during the installation and anchorage of vibration isolation systems in SDC C, D, E or F where nominal clearance of 1/4 inch or less is required by the approved construction documents	Field inspection	Y	Periodic		
6. Inspection during installation of mechanical and electrical equipment, including duct work, piping systems and their structural supports, where automatic fire sprinkler systems are installed in structures assigned to SDC C, D, E, or F to verify one of the following unless flexible sprinkler hose fittings are used	Field inspection	Y	Periodic		
a. ASCE/SEI 7, Section 13.2.3 minimum required clearances have been provided	Field inspection	Y	Periodic		
b. A three inch or greater nominal clearance has been provided between fire protection sprinkler system drops and sprigs and structural members not used collectively or independently to support the sprinklers, equipment attached to the building structure, and other systems' piping	Field inspection	Y	Periodic		
1705.12.7 Storage Racks Special Inspections for Seismic Resistance					
Inspection during the anchorage of storage racks 8 feet or greater in height in structures assigned to SDC D, E or F	Field inspection	N	Periodic		
1705.12.8 Seismic Isolation Systems					
Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system in structures assigned to SDC B, C, D, E or F.	Shop and field inspection	Y	Periodic		
1705.12.9 Cold-formed Steel Special Bolted Moment Frames					
Inspection of installation of cold-formed steel special bolted moment frames in the seismic force-resisting systems in structures assigned to SDC D, E or F	Field inspection	N	Periodic		
1705.13.1 Structural Steel Testing for Seismic Resistance					
1. Nondestructive testing of structural steel in the seismic force-resisting systems in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F	Field test	N	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
2. Nondestructive testing of structural steel elements in the seismic force-resisting systems not covered in 1 above including struts, collectors, chords and foundation elements in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.13.2 Seismic Certification of Nonstructural Components					
Review certificate of compliance for designated seismic system components in structures assigned to SDC B, C, D, E or F.	Certificate of compliance review	Y	Each submittal		
1705.13.3 Seismic Certification of Designated Seismic Systems					
Review certificate of compliance for designated seismic system components in structures assigned to SDC C, D, E or F	Certificate of compliance review	Y	Each submittal		
1705.13.4 Seismic Isolation Systems					
Test seismic isolation system in accordance with ASCE 7 Section 17.8 in structures assigned to SDC B, C, D, E or F.	Prototype testing	Y	Per ASCE 7		
1705.14 Sprayed Fire-resistant Materials					
1. Verify surface condition preparation of structural members	Field inspection	Y	Periodic		
2. Verify minimum thickness of sprayed fire-resistant materials applied to structural members	Field inspection	Y	Periodic		
3. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design	Field inspection and testing	Y	Per IBC Section 1705.14.5		
4. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material	Field inspection and testing	Y	Per IBC Section 1705.14.6		
5. Condition of finished application	Field inspection	Y	Periodic		
1705.15 Mastic and Intumescent Fire-Resistant Coatings					
Inspect and test mastic and intumescent fire-resistant coatings applied to structural elements and decks per AWCI 12-B	Field inspection and testing	N	Periodic		
1705.16 Exterior Insulation and Finish Systems (EIFS)					
Inspection of water-resistive barrier over sheathing substrate	Field inspection	N	Periodic		
1705.17 Fire-Resistant Penetrations and Joints					
1. Inspect penetration firestop	Field testing	Y	Per ASTM E2174		
2. Inspect fire-resistant joint systems	Field testing	Y	Per ASTM E2393		
1705.18 Smoke Control Systems					
1. Leakage testing and recording of device locations prior to concealment	Field testing	N	Periodic		
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification	Field testing	N	Periodic		
* INSPECTION AGENTS					
FIRM		ADDRESS		TELEPHONE NO.	
1. TBD					
3.					
4.					
<i>Notes: 1 The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional.</i> <i>2 The list of Special Inspectors may be submitted as a separate document, if noted so above.</i> <i>3 Shop Inspections of fabricated items are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.1 and listed in activity 1709.2.</i> <i>4 Observe. Observe on a random basis, operations need not be delayed pending these inspections. Perform. These tasks shall be performed for each welded</i>					

ATTACHMENT 1

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	City of Holly Springs - City Hall				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
<i>joint bolted connection or steel element</i>					
<i>5 NDT of welds completed in an approved fabncator's shop may be performed by that fabncator when approved by the AHJ Refer to AISC 360, N6</i>					
Are Special Inspections for Seismic Resistance included in the Statement of Special Inspections?			No		
Are Special Inspections for Wind Resistance included in the Statement of Special Inspections?			No		
			DATE	12/6/2024	

ITEM REPORT

AGENDA ITEM NUMBER: VIII.J.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Award the City of Holly Springs Annual Contract for Sidewalk Repair and Tree Removal Services (RFP #2025-01) to Douglas Outdoors, LLC and authorize the Mayor to execute the Agreement between the City of Holly Springs, Georgia and Douglas Outdoors, LLC upon approval of the City Attorney.

EXECUTIVE SUMMARY:

The City issued a request for proposals for the City of Holly Springs Annual Contract for Sidewalk Repair and Tree Removal Services on September 24, 2025 (RFP #2025-01). The City received seven (7) proposals on October 24, 2025. The City has evaluated the proposals and recommends the City Council award the contract to Douglas Outdoors, LLC.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

Tree removal fees range from \$400 to \$1,000 based on the diameter of each tree. Stump grinding fees range from \$225 to \$275 each. Demolition and removal of existing concrete is \$8.00 per square foot. Concrete work ranges from \$14.00 to 30.00 per square foot. ADA warning mats are \$31.25 each. Sidewalk grinding services are \$50 per square foot and the installation of sod is \$2.75 per square foot.

ATTACHMENTS:

1. Douglas Outdoors LLC

RECOMMENDATION:

The staff recommendation is approval of the annual contract for sidewalk repairs and tree removal services to Douglas Outdoors, LLC.

CONCURRENCES:

Finance and Administration

PAY ITEM SCHEDULE

RFP #2025-01

To be considered responsive to this proposal, proposers are required to propose on all work items listed on the Pay Item Schedule.

NO.	Work Item	Detail	Unit	Unit Cost
1	Tree Cutting and Removal	Removal of trees 4" to 8" DBH	EA	400.00
2	Tree Cutting and Removal	Removal of trees > 8" to 16" DBH	EA	550.00
3	Tree Cutting and Removal	Removal of trees > 16" to 24" DBH	EA	650.00
4	Tree Cutting and Removal	Removal of trees > 24" to 32" DBH	EA	750.00
5	Tree Cutting and Removal	Removal of trees > 32" DBH	EA	1000.00
6	Tree Stump Grinding and Removal	Stump Grinding 4" to 8" DIA	EA	225.00
7	Tree Stump Grinding and Removal	Stump Grinding > 8" to 16" DIA	EA	225.00
8	Tree Stump Grinding and Removal	Stump Grinding > 16" to 24" DIA	EA	250.00
9	Tree Stump Grinding and Removal	Stump Grinding > 24" to 32" DIA	EA	250.00
10	Tree Stump Grinding and Removal	Stump Grinding > 32" DIA	EA	275.00
11	Demolition and Removal of Concrete	Demolition and Removal of Concrete	SF	8.00
12	Curb, Handicap Ramps and Flatwork	Curb, Handicap Ramps and Flatwork	SF	30.00
13	ADA Warning Mats	ADA Warning Mats	SF	31.25
14	Installation of Sidewalks	Installation of Sidewalks	SF	14.00
15	Grinding Sidewalk Sections	Grinding Sidewalk Sections (trip hazard removal)	SF	50.00
16	Installation of SOD	Installation of SOD(Tiftuf Bermuda)	SF	2.75

Submitted by: DOUBB OUTDOORS LLC
COMPANY NAME OF PROPOSER

ITEM REPORT

AGENDA ITEM NUMBER: VIII.K.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Resolution authorizing the submittal of the Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) application for the fiscal year 2026.

EXECUTIVE SUMMARY:

The City of Holly Springs has compiled a list of streets to be resurfaced and repaired in the 2026 LMIG Project. The proposed streets are Stringer Road from Hickory Road to the city limits and Sixes Road from Marble Quarry Road to Toonigh Creek. The estimated project costs from the City Engineer are \$328,692. The project will be funded with LMIG funds from the Georgia Department of Transportation (GDOT) and Special Purpose Local Option Sales Tax (SPLOST). GDOT requires a 30% local match to be eligible for LMIG funds. The City of Holly Springs is eligible for LMIG funds in the amount of \$237,675.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

SPLOST

Other

FISCAL IMPACT:

\$328,692.

ATTACHMENTS:

1. 2026 LMIG Project List
2. 2026 LMIG Resolution 1

RECOMMENDATION:

The staff recommendation is approval of the LMIG resolution.

CONCURRENCES:

Finance and Administration

2026 LMIG PROJECT REPORT
COUNTY/CITY: CITY OF HOLLY SPRINGS

ROAD NAME	BEGINNING	ENDING	LENGTH (MILES)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Sixes Raod	Marble Quarry Rd	Toonigh Creek		Patching	\$ 12,284 00	Summer 2026
Stringer Raod	Hickory Rd	City Limits	0.51	Patching, Resurfacing, Striping	\$ 316,408 17	Summer 2026
Totals			0.51		\$ 328,692	

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS AUTHORIZING THE SUBMITTAL OF THE GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR THE FISCAL YEAR 2026; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' ACCEPTANCE AND PARTICIPATION IN THE GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)

WHEREAS, the Georgia Department of Transportation administers the Local Maintenance & Improvement Grant (LMIG) for various activities and projects related to roadway improvements; and

WHEREAS, the annual LMIG allocation is based on the total centerline road miles for each local road system and the total population of each city as compared with the total statewide centerline road miles and total statewide population; and

WHEREAS, the Georgia Department of Transportation uses current mileage numbers that are reported to the Office of Data Transportation by the City of Holly Springs; and

WHEREAS, a 30% match is required to obtain LMIG funds as stated in the Transportation Investment Act (TIA); and

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

1. The City of Holly Springs is hereby authorized to prepare and submit a Local Maintenance & Improvement Grant (LMIG) application to the Georgia Department of Transportation;
2. The Mayor and City Council authorize the City Manager or his designee to act in all matters in connection with this application and the City of Holly Springs' acceptance and participation in the Local Maintenance & Improvement Grant (LMIG) Program through the Georgia Department of Transportation;
3. The City of Holly Springs' officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 6th day of November 2025.

Attest:

Ryan P. Shirley, Mayor

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.L.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Workforce Innovation and Opportunity Act (WIOA) Youth Services Contract (042527) between the City of Holly Springs, Georgia and the Atlanta Regional Commission (ARC).

EXECUTIVE SUMMARY:

The Atlanta Regional Commission (ARC) has submitted the proposed Youth Services Contract (042527) between the ARC and the City of Holly Springs for the Workforce Innovation and Opportunity Act (WIOA) Contract. The WIOA contract is a pass-through grant administered by Cherokee FOCUS. The effective date of this contract is July 1, 2025.

FISCAL IMPACT:

PY2025 Total Contract Funding (General Services and Work Experience) \$147,630.

ATTACHMENTS:

1. WIOA ARC Youth Services Contract 042527

RECOMMENDATION:

The staff recommendation is approval of the Workforce Innovation and Opportunity Act (WIOA) Youth Services Contract (042527) between the City of Holly Springs, Georgia and the Atlanta Regional Commission (ARC).

CONCURRENCES:

City Manager

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
YOUTH SERVICES CONTRACT**

THIS CONTRACT, entered into as of this **1st day of July 2025** by and between the CITY OF HOLLY SPRINGS of Holly Springs, Georgia (hereinafter referred to as the “Contractor”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”).

WITNESS THAT:

WHEREAS, ARC desires to engage the Contractor to render certain technical or professional services hereinafter described in connection with an undertaking or project (hereinafter referred to as the “Project”) which is to be wholly or partially financed by a grant(s) from the Technical College System of Georgia through the United States Department of Labor (hereinafter, along with the appropriate auditing agency of the entity making such grant(s), referred to as the “Concerned Funding Agency or Agencies”), said grant(s) evidenced by a contract effective April 1, 2025 (hereinafter referred to as the “Grant Contract”) and identified as the Workforce Innovation and Opportunity Act (WIOA) Statement of Grant Award; and

WHEREAS, the Contractor desires to render such services in connection with the Project.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Contractor. ARC hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described herein and in Attachment A and all corresponding exhibits, attached hereto and made a part hereof.
3. Time of Performance. Notwithstanding the dates of signatures, the effective date of this contract is **July 1, 2025**. The Contractor shall undertake and pursue the services described herein in such sequence as to assure their expeditious completion and as may be required in Attachment A and all corresponding exhibits. All services required hereunder shall be completed on or before **June 30, 2026**. Based upon satisfactory performance, availability of funds, and other factors, ARC may issue an amendment to extend the contract annually for one (1) additional year with the maximum term of the contract not to exceed a total of four (4) years.
4. Compensation and Method of Payment. The Contractor shall be compensated for the work and services to be performed under this contract as set forth in Attachment A and all corresponding exhibits, attached hereto and made a part hereof. In no event, however, will the total compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the sum specified in Attachment F attached hereto and made a part hereof.

5. Participant Eligibility.

- a) It shall be the Contractor's responsibility to accept and utilize only eligible participants. If the Contractor is responsible for determining participant eligibility, the Contractor shall ensure that prior to the enrollment of any individual in any capacity under this contract for which the Contractor shall cause payments of any type to be made, the Contractor shall determine participant eligibility and document the same in the participant's file. Verification of eligibility for participants referred from a WIOA Board Career Resource Center will be the responsibility of the Contractor. Contractors should maintain copies of necessary documentation forwarded from the Center.
- b) The Contractor shall promptly notify ARC in writing in the event the Contractor obtains any information indicating that a participant may not be eligible for the Project.

6. Formal Communications. Formal communication regarding this contract shall include, but not necessarily be limited to, correspondence (e.g. requests for amendments), progress reports and fiscal reports.

All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Contractor (Contractor's executor) and ARC's Executive Director.

However, the Contractor's executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation must be clearly defined in the written designation.

7. RESERVED.

8. Contractor's Personnel. The Contractor represents that it has, or will secure at its own expense, adequate personnel required to perform the services contracted under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC at a level of Group Manager or higher during any time within the twelve (12) month period immediately prior to the date of this contract, except with the express prior written consent of ARC.

9. Maintenance of Effort. The Contractor agrees that the funds provided under this contract shall only be used to provide employment and training opportunities which cannot be provided, without this contract, from funds or sources available otherwise to the Contractor, and that funds under this contract shall not be used to substitute or supplant other funds or sources of revenue. The Contractor further agrees not to terminate, lay off or in any way to reduce the working hours or to infringe upon the promotions or advancement opportunities of any current employee through the utilization or in anticipation of utilization of any participant under this contract.

10. Independent Contractors. No provision of this contract, act of Contractor in the performance of this contract, or act of ARC in the performance of this contract shall be construed as

constituting the Contractor as an agent, servant, or employee of ARC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

11. Political Activities. No funds provided under the Act may be used for any project involving political activity.
12. Religious Activities. Persons employed or those who receive or provide services under this contract will not be employed or otherwise engaged on construction, operation or maintenance of that part of any facility that is used for religious instruction or worship.
13. Conflict of Interest. The Contractor ensures that no individual in a decision-making capacity engages in any activity, including the administration of the contract supported by WIOA funds, if a conflict of interest, real or apparent, is involved. A conflict of interest may arise in the event of the employment or enrollment for services under this contract of any immediate family member (or partner) of an individual engaged in a decision-making capacity with the Atlanta Regional Commission, the WIOA Board, or the Contractor. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization which employs, or is about to employ, any of the above, or has a financial or other interest in the firm or organization selected for award. In the event of a potential conflict of interest, the Contractor must notify ARC, in writing, of the instance. No action regarding the individual may take place until approved by ARC in writing.
14. Allowable Costs. In the case of a cost reimbursable contract, the Contractor certifies that costs claimed for reimbursement under this contract shall not include costs incurred prior to the effective date or subsequent to the end date of this contract. The amount reimbursed under this contract shall be limited to the necessary and reasonable costs of employment, training and other services provided according to the terms and conditions of this contract and the attachments hereto. "Allowable Costs" are further defined in Title 20, Code of Federal Regulations, Section 645.220 and Sections 652 through 671; 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 48 CFR 31, as appropriate. In no event shall the allowable costs for any single line item of the budget attached hereto exceed the amounts shown for that line item therein, except as allowed under Section B. Reimbursement shall not be made to pay cost incurred for travel outside the state of Georgia unless approved in writing by ARC in advance for said travel; provided, further, that if travel inside or outside Georgia is approved, and said travel is to be by air, first class accommodations shall not be allowed. Mileage reimbursement is allowable and shall not exceed the IRS Standard Mileage Rate for Business.
15. Disallowed Costs.
 - a) If costs incurred by the Contractor are not in conformity with the requirements of this contract and are subsequently disallowed as a result of a financial and compliance audit performed either pursuant to Audits herein below, by ARC, the Concerned Funding

Agency, the Comptroller General of the United States, or any of their duly authorized representatives, or otherwise, such costs shall be refunded to ARC from non-WIOA sources. ARC further reserves the right to withhold funds to recoup such improper or unauthorized disbursements. No finding of disallowed costs shall be made except after notice and opportunity for a fair hearing as provided in Disputes and Appeals herein below. Funds shall not be allowable under this contract for costs of entertainment. Contributions made on behalf of any participant to retirement systems or plans are not allowable under this contract. Further, funds shall not be allowable under this contract for payment of premiums for insurance policies which provide protection from debts against ARC, the state of Georgia or the United States government; making loans to non-WIOA programs, employees or participants; or legal service expenses for the prosecution of claims against ARC, the Concerned Funding Agency, the state of Georgia or the United States government.

- b) Should a participant in the Project be determined to be ineligible subsequent to his or her enrollment, costs for that participant will be disallowed as to the Contractor if it is determined that the participant was enrolled through failure of the Contractor to properly obtain and/or maintain written verification of the participant's eligibility from the organization that completed the original eligibility determination.

16. Bonding. The Contractor shall have and maintain bonding in the dollar amount and any additional requirements as specified in Attachment C to this contract. A copy of the actual bond, or equivalent, and any renewals shall be made apart of this contract and must be provided to ARC within fifteen (15) days from execution of the contract. Bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Section 223). A list of these companies is published by the U.S. Department of Treasury in its Circular 570. For bonds that expire during the term of this contract, written proof of the renewal shall be provided to ARC, within fifteen (15) days after renewal. Failure to provide bonds, or bond renewals in the time prescribed in this paragraph may result in suspension or termination of this contract.

- a) Any and all subcontractors that are hired or engaged by Contractor (in accordance with the terms herein) to assist it in performing the Services outlined in this Agreement, shall be required to purchase and maintain, at a minimum, the bonding coverage and limits required of Contractor per the requirements in this Agreement. Further, Contractor shall be responsible for obtaining, maintaining and verifying that its subcontractors maintain such coverage and limits and will provide proof of bonding to the Provider prior to the commencement of Services by such subcontractor.

17. Review and Coordination. To ensure adequate assessment of the Project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Contractor may be required to meet with designated officials of ARC from time to time to review the services performed hereunder. Reasonable prior notice of such review meeting shall be given the Contractor.

18. Reports. The Contractor shall furnish ARC with progress reports, in such form and frequency as may be reasonably specified in writing by ARC or as provided by law, outlining the work accomplished by the Contractor during the period covered in such report and the current status of the Project.

19. Maintenance of Record.

- a) Financial Records. The Contractor will keep on a current basis and retain for a period of at least five (5) years from the submission date of the final expense report under this contract, adequate financial records which show the use and application of funds received or paid to the Contractor under this contract consistent with federal and state rules and regulations. In the event of audit or litigation involving this contract beyond the retention period, the Contractor will maintain the records in question until the resolution process or litigation is fully completed. These financial records shall include, but are not limited to, time and attendance records signed by the employee or participant and supervisor showing distribution on an hourly basis of all time worked, leave taken or other categories as appropriate; evidence of wages paid to such participants/employees during the period for which reimbursement is claimed; copies of the invoices filed with ARC; and the worksheets generated to support invoices.
- b) Participant Records. The Contractor shall also retain for a similar period of time a system of records for the services provided under this contract which shall include, but are not limited to, completed eligibility determination forms for each person who applied for participation (if eligibility determination is a requirement of this contract) and the original of the completed enrollment form for all persons actually enrolled under this contract (that is, all original forms from the point in the service process when a participant begins contractor services).
- c) Access to Records. The Contractor agrees that ARC, the Concerned Funding Agency and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any and all books, documents, papers, and records (including computer records) of Contractor which are directly pertinent to the Project for the purpose of monitoring, making audit, examination, excerpts, transcriptions and photocopies. This right includes timely and reasonable access to personnel for the purpose of interviews related to such documents. Such records shall be accessible at a place of business of the Contractor within the geographic boundaries of the Area Covered, or within a 30 mile radius outside of said Area Covered, in Paragraph II, Attachment A of the contract during the Time of Performance specified in Paragraph 3 of this contract and during the retention period specified for Financial Records in Paragraph 19 (a) of this contract.

If the Contractor for any reason stops having a place of business in the Area Covered, during the Time of Performance or retention period for Financial Records, such records as described above shall be delivered to the office of ARC within ten (10) days after the last day the contractor has a place of business in the Area Covered.

20. Property. For cost reimbursement contracts, the Contractor shall submit to ARC documentation including, but not limited to, invoices, purchase orders, and sales receipts, for non-expendable personal property purchased with funds provided hereunder where such property has a unit cost of \$5,000 or more. Such documentation shall be provided to ARC within ten (10) days from the date of purchase. The Contractor agrees further to obtain quotes from at least three (3) prospective vendors and written approval from ARC prior to the purchase of any item of property, expendable or otherwise, having an aggregate cost of **\$3,500** or more. The Contractor further agrees that written approval from ARC is required prior to the purchase of any computer equipment or computer related equipment. Upon completion of the work under this contract, or its termination, the Contractor will dispose of any remaining property in accordance with instructions from ARC. Until such instructions are received, the right to retain or dispose of the property shall remain in ARC. ARC reserves the right to disapprove the purchase of any item(s), regardless of cost, that it deems to be unreasonable and unnecessary.
21. Identification of Documents. All reports, surveys, and other documents completed as part of this contract for publication/public dissemination shall bear on the title page of such report or document, the following legend: "Prepared by (insert name of Contractor) under contract with the Atlanta Regional Commission. The Preparation of this (insert "report" or "document", as appropriate) was financed in part or wholly by funds provided by Technical College System of Georgia Workforce Innovation and Opportunity Act Grant." The date (month and year) in which the document was prepared shall also be shown.
22. Publications and Publicity. The Contractor certifies that any publicity given to the Project or service provided herein including, but not limited to, notices, information, pamphlets, press releases, research reports, signs and similar public notices prepared by or for the Contractor shall identify WorkSource Atlanta Regional as the sponsoring organization. Any publicity given to the Project or services provided herein prepared by or for the Contractor must have prior written approval from ARC when the WIOA Board is identified as the sponsoring organization. If the Contractor has not received such approval within thirty (30) calendar days after it is requested, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material, presented in such form as ARC shall specify.
23. Copyrights, Rights to Data and Patents.
- a) If any material or data developed in the course of, or under this contract is copyrighted, or if any copyright is acquired under this contract, then ARC and the Concerned Funding Agencies shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such material and/or data.
 - b) The Contractor may retain the entire right, title and interest throughout the world to each subject invention under the provisions of this paragraph. With respect to any such invention to which the Contractor retains title, ARC and the Concerned Funding Agencies shall have a nonexclusive, irrevocable, paid -up license to practice or have practiced the subject invention throughout the world.

24. Covenants Against Contingent Fees. As an inducement for ARC to enter into this contract, the Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract for a commission, percentage, brokerage, or contingent fee. Breach or violation of this warranty shall constitute grounds for immediate termination of this contract; liquidated damages for such breach are established as an amount equal to all funds previously provided the Contractor under this contract.
25. Disclosure of Confidential Information. The Contractor agrees to maintain the confidentiality of any information regarding applicants, Project participants or their immediate families, which may be obtained through application forms, interviews, test, reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under this contract.
26. Interest of Contractor. The Contractor will not permit any employee or member of its governing board who is a member of any advisory, planning, private industry council, or governing body under the WIOA to cast a vote on any matter which has a direct bearing on services to be provided by that member or any organization which such member directly represents or on any matter which would financially benefit such member or any organization such member represents. Further, the Contractor covenants that neither the Contractor nor anyone controlled by the Contractor, controlling the Contractor, or under common control with the Contractor, nor their agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial or unbiased manner. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor as an agent, subcontractor or otherwise. If the Contractor contemplates taking some action which may constitute a violation of this paragraph, the Contractor shall request in writing the advice of ARC and if ARC shall notify the Contractor in writing that the Contractor's contemplated action will not constitute a violation hereof, then the Contractor shall be authorized to take such action without being in violation of this paragraph.
27. Interest of Member of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising there from.
28. Officials Not to Benefit. No member of or delegate to a state or area private industry council (e.g. WIOA Board), the Congress of the United States of America, or employee of the United States government, shall be admitted to any share or part of this contract, or to any benefit

that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

29. Nondiscrimination. The Contractor agrees to comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, U.S. Department of Labor Regulations 41 CFR Part 60 and 29 CFR Part 34, issued January 15, 1993. Specifically, the Contractor agrees for itself and for any subcontract which has, or is expected to have, an aggregate value exceeding \$10,000 within a 12-month period:

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will comply fully with the non-discrimination and equal opportunity provisions of section 408 of Title IV Part A of the Social Security Act as amended by the Balanced Budget Act of 1997; The Americans with Disabilities Act of 1990; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- b) The Contractor will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex, handicap, national origin or political affiliation, belief or citizenship. The Contractor will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period or participation/employment without regard to their race, color, age, religion, sex, handicap, national origin, political affiliation, belief or citizenship. Such action must include, but not be limited to, the following: employment, leave; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any notices that are provided setting forth the provisions of the nondiscrimination clause.
- c) The Contractor will, in all solicitations or advertisements for employees or participants placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, handicap, national origin, political affiliation, belief or citizenship.
- d) The Contractor will permit access to any contract-related books, records and accounts by the contracting agency, the State and the Secretary of Labor, or their duly authorized representatives, for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
- e) In the event of the Contractor’s non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared

ineligible for further government contracts and such other sanctions may be imposed and remedies invoked as provided by rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.

30. Requirements of Concerned Funding Agency. The Contractor shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agency which said Grant Contract is on file in the offices of ARC and is hereby made a part of this Contract as fully as if same were attached hereto. ARC will notify the Contractor in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agency. The Contractor further agrees to follow and be bound by the terms and conditions of any policy decisions or directives related to this contract from ARC, the Governor of the state of Georgia, or his designee, or the U.S. Department of Labor, effective upon receipt of written notice from ARC directing that same apply to this contract.
31. Approval of Assignment and Subcontracts. The Contractor shall not assign or transfer all or any portion of its interest in this contract without prior written approval of ARC. None of the work or services to be performed under this contract by the Contractor shall be subcontracted without the prior written approval of ARC. Further, the Contractor agrees to:
- a) Include small, minority and women's businesses on source lists and assure that they are solicited for the provision of goods/services whenever they are potential sources.
 - b) Divide total requirements into smaller requirements to permit maximum small, minority and women's businesses participation whenever economically feasible.
 - c) Use the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, as appropriate to assure adequate identification and participation of small, minority and women's businesses.
32. Entire Contract; Amendments. This contract incorporates all prior negotiations, interpretations, ARC Work Papers, and understandings between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this contract must be by written amendment, executed by both parties. Either party may request modification to this contract. Upon execution by both parties hereto, of a written amendment document, the changes shall be in full force and effect.
33. Applicable Law. The Contractor will perform its duties in accordance with the provisions of Title IV Part A of the Social Security Act as amended by the Balanced Budget Act of 1997 (PL103-55, Section 5001), including any amendments thereto, and the regulations, procedures and standards promulgated thereunder, including policies and procedures issued by the State related to WIOA. The Contractor will comply with all applicable federal, state and local laws, rules and regulations that deal with or relate to the employment of persons who perform work or are trained under this contract. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and instruction shall be construed by the laws of such state. Unless expressly provided otherwise

by statutory law, venue of any action brought under this contract shall be in Fulton County, Georgia, exclusively.

34. Responsibility of Contractor. Unless otherwise prohibited by law, the Contractor agrees to assume full responsibility for any and all losses, damages, costs or expenses which may arise, by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Contractor or its employees or of any subcontractor of the Contractor.

35. Termination.

- a) For Cause. ARC, in the exercise of its discretion and under its obligation to protect public funds, may terminate this contract for cause at any time, without prior notice or warning, effective immediately upon receipt by the Contractor of a notice of termination for cause. Such notice of termination may specify a later date, but provision of a later date shall not relieve the Contractor of ultimate liability for any funds determined not earned. In the event of termination for cause, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed under this contract. All or part of this contract may be terminated hereunder.
- b) For Convenience. Either party may terminate this contract without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the other party. Failure to supply additional funding under this contract shall not be considered as a form of termination. In the event that a fixed price contract is terminated for convenience, the Contractor shall be entitled to a pro rata share for un-cancelable obligations. No payments shall be made which are speculative or not fully earned.
- c) Date of Completion. In the case of a cost reimbursable contract, no reimbursement shall be claimed for costs accrued after the date of termination, which shall in all other respects (final invoice, retention of records, audit, etc.) be considered the date of completion in Time of Performance. In the case of a fixed price contract, no payment shall be claimed for services delivered after the date of termination, which shall in all other respects (final invoice, retention of records, audit, etc.) be considered the date of completion of the Time of Performance.

36. Termination Due to Non-Availability of Funds. The Contractor acknowledges that all funding for this contract is contingent upon availability of funds to ARC from the State of Georgia as the Administrative Entity for the WIOA Board under present authorization of the WIOA grant. This contract may be terminated or modified at any time due to lack of funds or changes in authorization. The Contractor also acknowledges its awareness that funds may be suspended or terminated if the Contractor refuses to accept any additional or revised conditions required by ARC, WIOA Board, the State of Georgia or the U.S. Department of Labor.

37. Unexpended Funds. In the case of cost reimbursable contracts, funds received by the Contractor but not utilized for costs incurred in fulfillment of this contract will be returned to ARC upon termination of this contract.

38. Program Income. In the case of fixed unit price contracts, any public or private nonprofit contractor revenues under this contract, which are in excess of actual costs of this Project, are to be treated as program income pursuant to 20 CFR 667.200, and the Program Income procedure established by the WIOA Board. Contractor shall determine if any such excess revenue exists and shall notify ARC in such form and frequency as ARC may require.

39. Defense and Indemnification.

- a) Contractor hereby agrees, to the fullest extent allowed by law, to defend, indemnify, reimburse and hold harmless ARC, its officers, directors, agents, employees or other legally recognized representatives (“ARC Indemnitees”) from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Agreement or the Services rendered by Contractor (“Claims”), unless Claims have been specifically determined by the trier of fact to be the result of any intentional or negligent act or omission of ARC Indemnitees. This indemnity shall be interpreted in the broadest possible manner to indemnify ARC Indemnitees for any acts or omissions of Contractor, its officers, directors, agents, employees, subcontractors, or other legally recognized representatives.
- b) Contractor’s duty to defend and indemnify ARC Indemnitees, will arise at the time written notice of the Claim is first provided to ARC Indemnitees regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify ARC Indemnitees will arise even if an individual ARC Indemnitee is the only party sued by Claimant or Claimant alleges that ARC Indemnitees’ negligence or willful misconduct was the sole cause of Claimant’s damages.
- c) Contractor will defend any and all Claims which may be brought or threatened against ARC Indemnitees and will pay on behalf of ARC Indemnitees any expenses incurred by reason of such Claims including, without limitation, court costs and attorney’s fees incurred in defending and investing such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of ARC Indemnitees will be in addition to any other legal remedies available to ARC Indemnitees and will not be considered ARC Indemnitees exclusive remedy. However, should the trier of fact determine specifically that the Claims are the result in whole or in part by any intentional or negligent act or omission of ARC Indemnitees, ARC shall reimburse Contractor for all expenses paid up to and including the date of the trier of facts determination, and at that point Contractor’s obligation to indemnify shall end.
- d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this Defense and Indemnification provision. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the protection of ARC Indemnities.
- e) This Defense and Indemnification obligation shall survive the expiration or termination of this Agreement.

- f) Nothing in this Defense and Indemnification shall in any way be interpreted as a waiver or limit in any way ARC Indemnities' governmental immunities or other defenses, as applicable and allowable under the law.
40. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by the Chief Operating Officer of ARC who shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the Contractor. The Contractor agrees that the decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such copy, the Contractor mails or otherwise furnishes a written appeal concerning the question of fact to ARC's Executive Director, who shall arrange a hearing within twenty (20) calendar days after receipt of the appeal. Both the Contractor and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and each shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the Contractor and to the Chief Operating Officer. The Contractor agrees that the decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction, to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law. Pending final decision of an appeal to the Executive Director, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision. Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Director as such decisions relate to questions of law.
41. Grievances. The Contractor agrees to maintain, and inform its WIOA trainees and participants of, its grievance or complaint system for hearing and resolving any grievances about the Project and activities for trainees and participants. Grievance procedures will be in accordance with Section 403 (a) (5) (J) (i.v.) of Part A of the Social Security Act as amended by the Balanced Budget Act of 1997 and in keeping with the U.S. Department of Labor's Implementation Regulations which are published in 20 CFR Sections 667.600 and 667.610. In addition to the above, the Contractor shall adhere to the Atlanta Regional Workforce Board's Workforce Grievance Procedures for trainees and participants during the term of this contract.
42. Audits. If the Contractor is not a for-profit entity, and the Contractor is a non-federal entity that expends \$750,000 or more in Federal awards, the Contractor shall cause audits to be accomplished in a manner consistent with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor may elect, or ARC may require, a program specific audit in accordance with 2 CFR Part 200. Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from federal audit requirements for that year. Records must be retained in accordance with Maintenance of Records. Copies of all of the reports resulting from said audits shall be submitted to ARC no later than thirty (30) calendar days after the Contractor receives them. If the Contractor is a for-profit entity, ARC reserves the right to request a financial and

compliance audit of WIOA funds awarded to the Contractor under this contract, to be performed by an independent auditor. Such a request shall be made in writing to the Contractor. The cost for financial and compliance audits of for-profit entities are not allowable without prior written approval from ARC. If the Contractor is required to undergo a financial and/or compliance audit, the audit shall cover the period of this contract. The purpose of this audit will be to determine:

- i. Whether financial operations were properly conducted;
- ii. Whether financial operations were properly conducted; and
- iii. Whether the Contractor has complied with applicable laws and regulations.

The examination will be made in accordance with generally accepted auditing standards; the standards for financial and compliance audits contained in the Standards For Audit of Governmental Organizations, Programs, Activities and Functions issued by the United States General Accounting Office.

The examination shall include such tests of the accounting records and such other auditing procedures as the independent auditor considers necessary in the circumstances.

The entire examination shall be completed and the auditor's report thereon furnished to ARC no later than 120 days after the completion date of this contract.

The examination must include the selection and testing of a representative number of charges under this contract. The selection and testing of transactions shall be based on the auditor's professional judgment considering the adequacy of the controls for insuring compliance; the expectation of adherence or lack of adherence to the applicable laws and regulations; and the potential impact of adverse findings.

In making the test of transaction, the auditor shall determine whether:

- i. The amounts reported as expenditures were for allowable services; and
- ii. The records show that those who received services or benefits were properly certified as eligible to receive them.

If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to Contractor management officials above the level of involvement. The Contractor, in return, shall promptly notify ARC of the illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.

The auditor's report shall state that the audit was made in accord with the standards specified above and shall be made up of at least:

- i. The auditor's report on financial reports by the Contractor to ARC;
- ii. The auditor's report on compliance containing:

- a. A statement of positive assurance with respect to those items tested for compliance, including compliance with laws and regulations pertaining to financial reports and claims for reimbursements;
 - b. Negative assurances on those items not tested;
 - c. A summary of all instances of non-compliance;
 - d. An identification of total amounts questioned, if any, as a result of non-compliance.
- iii. The auditor's report on all fraud, abuse or illegal acts or indications of such acts, including all costs questioned as a result of these acts of which the auditors become aware.
- iv. The auditor's report on internal (accounting and administrative) controls must provide an opinion on whether the Contractor's internal controls used in administering the Federally funded programs were adequate to provide reasonable assurance that such Federal funds were managed in compliance with applicable laws and regulations.

In addition to the auditor's report, the Contractor shall provide written comments on the findings and recommendations in the report, including a plan for corrective action taken or planned. If corrective action is not necessary, a statement describing why it is not shall accompany the audit report.

Audit work papers and reports shall be retained for minimum of three years, after the date of issuance of the auditor's report(s), unless the Contractor is notified in writing by ARC to extend the retention period. Audit work papers shall be made available upon request to ARC or its designee or the General Accounting Office at the completion of the audit, and during the retention period. In the event of an audit finding, audit work papers must be maintained for a minimum of three (3) years plus until any audit findings are resolved.

43. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this contract without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this contract to the extent feasible.

44. Assurances. The Contractor hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including, but not limited to 29 CFR Part 97 and 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, as they relate to the federally assisted Project. Also, the Contractor gives assurance and certifies with respect to this contract as follows:

- a) It possesses legal authority to enter into this contract and the person executing this contract and identified as the official representative of the Contractor is authorized to enter into the contract.
- b) It will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352 and 42 USC 2000d). The Contractor shall keep such records and submit such reports concerning the age and racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agency may require. The Contractor agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agency may issue to implement the requirements of this paragraph.
- c) Except where specifically prohibited by law, it will give ARC, the Concerned Funding Agency or the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract.
- d) It will comply with all requirements imposed by the Concerned Funding Agency and ARC concerning the special requirements of law, program requirements and other administrative requirements approved in accordance with 29 CFR Part 97 or 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate.
- e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for improper private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- f) For contracts not involving federal financial assistance for construction, it will, if applicable, insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Concerned Funding Agency, through ARC, of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA.
- g) All applicable governmental health and safety standards will be maintained during the term of the contract.

- h) Contractors providing in-kind administrative contributions or wishing to document stand-in costs will maintain the relevant records in accordance with Maintenance of Records of this contract.
- i) It will comply with the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. § 13-10-90 and O.C.G.A. § 13-10-91).
- j) For contracts of amounts in excess of \$100,000 the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency, and the Regional Agency (EPA).
- k) It will comply with the Energy Conservation Act (Public Law 94-163).
- l) It will comply with the Veterans and Rehabilitation Assistance Act (Public Law 107-288).
- m) It will comply with ACORN Prohibition: Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”).
- n) It will comply with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment & Training”, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
- o) It will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The Contractor must notify the ARC if an employee of the Contractor convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
- p) It will comply with the Buy American Notice Requirement as defined by the Buy American Act (41 U.S.C 10a *et seq.*). See WIOA Section 502 – Buy-American Requirement.
- q) It will comply with 2 CFR Part 200.322 – Procurement of Recovered Materials.
- r) Other Assurances – by signing this contract, the Contractor certifies that they are in compliance with the Byrd Anti-Lobbying Amendment and Debarment and Suspension, as outlined in Certification for Lobbying on page ____ and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Contractor Covered Transactions on page ____ of this contract.

45. Conflict. In the event of a conflict between the contract and any document referenced by the contract, the contract shall have final control

IN WITNESS WHEREOF, the Contractor and ARC have executed this contract as of the day first above written.

ATTEST:

CITY OF HOLLY SPRINGS

By: _____

Title: _____

ATTEST:

Assistant Secretary

ATLANTA REGIONAL COMMISSION:

By: _____
Executive Director

By: _____
Board Chair

ATLANTA REGIONAL COMMISSION
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

CERTIFICATION FOR LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The Contractor, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards of greater than \$100,000, at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ATLANTA REGIONAL COMMISSION
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Contractor Covered Transactions

Instructions for Certification

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective Contractor is providing the certification set out below:

1. The prospective Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any Contractor covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Contractor Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a Contractor covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the No procurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a Contractor covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective Contractor is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The authorized signatory of this contract swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

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CONTRACT GENERAL OVERVIEW

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

ARC Cost Center	Cost Center Title	FAIN Number
604CB	PY25 WIOA Out of School Youth Program	25-A55AY-00-0159

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

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

A. **General Provisions**

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

B. **Specific Provisions**

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

ORGANIZATION AND SERVICES OVERVIEW

1. Contract Executor Information

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

2. Federal & State Requirement

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

3. Contract Information

#	Request	Response
1	Contract Type	Cost Reimbursement
2	Contract Begin & End Date	07/01/2025 – 06/30/2026
3	Project Population	Out-of-School Youth (OSY) in Cherokee County
4	Project Schedule (Begin & End Time)	Monday – Friday 9:00am – 5:00pm
5	Holidays & Leave Schedule	• Friday, 7/4/2025 • Monday, 9/1/2025 • Monday, 10/13/25 • Thursday, 11/27/2025 • Friday, 11/28/2025 • Wednesday, 12/24/2025 • Thursday, 12/25/2025 • Thursday, 01/01/2026 • Monday, 1/19/2026 • Monday, 2/16/2026 • Friday, 4/3/2026 • Monday, 5/25/2026 • Friday, 6/19/2026
6	Project Contact Person Name & Title	Sonia Carruthers Director/CEO
7	Client Services Location	Cherokee FOCUS 113 Palm Street Holly Springs, GA 30115
8	Telephone Number	(770) 345-5483
9	Fax Number	770-704-9297
10	Email Address	Sonia@Cherokeefocus.org

SCOPE OF SERVICES

1. GENERAL

The Contractor agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner the services and requirements set herein. In the event, there is a conflict, the terms of this Contract shall control. The Contractor shall provide youth services as required per Workforce Innovative and Opportunity Act (WIOA) law, WIOA rules and regulations, the State, Atlanta Regional Commission (ARC), WorkSource Atlanta Regional and WorkSource Atlanta Regional NextGen Program policies and procedures (to include future amendments). The Contractor assures that they shall refer to the following three (3) Training and Employment Guidance Letters (TEGL) to provide additional guidance in designing of program, current/future planning and providing services:

1. **TEGL 23-14** (*WIOA Youth Program Transition*) – Issued March 26, 2015
2. **TEGL 08-15** (*Second WIOA Title I Youth Program Transition Guidance*) – Issued November 17, 2015
3. **TEGL 21-16** (*Third WIOA Title I Youth Formula Program Guidance*) – Issued March 02, 2017
4. **TEGL 09-22** (*Title I youth formula funds on the activities associated with the implementation of WIOA*) – Issued March 2, 2023
5. **TEGL 10-16** Change 3 (*Performance Accountability Guidance for WIOA Core Programs*) – Issued June 11, 2024

Though services are operated, monitored, and overseen by WorkSource Atlanta Regional (unified Statewide branding designation), Atlanta Regional Workforce Development Board (WIOA mandated Board) and WorkSource Atlanta Regional NextGen Program (provides local youth services), all contracts are executed by ARC as the fiscal agent for WIOA funds.

2. WORKFORCE DEVELOPMENT SERVICE AREA

The Contractor shall perform all the necessary services provided under this Contract within WorkSource Atlanta Regional (Atlanta Regional Workforce Development Board (ARWDB)) also known as Local Workforce Development Area #7 (LWDA)) service areas, which are comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Attachments, or under direction by ARWDB staff.

3. **KEY CONTRACT PURPOSES/OUTCOMES & PROGRAM PERFORMANCE**

ARC and Contractor have entered a Contract for the operation of the WIOA Out-of-School youth (OSY) services. Contractor acknowledges and agrees that the operation to provide comprehensive workforce services to WIOA eligible OSY, ages 16-24 years old in Cherokee County, will be performed at the service delivery location (activity site) indicated on “Exhibit A – Organization and Services Overview”. It is the intent of this Contract to outline and assure that the Contractor provides a career pathway model that addresses both education and workforce development strategies (summarized as “CEE” – Credential, Employment and/or Education) to prepare youth for long-term successes in a high demand career. Contractor shall operate the OSY program in a manner consistent with the overall concept of WIOA Youth Programs, WorkSource Atlanta Regional NextGen Program and in accordance with all the terms and conditions of this Contract.

4. **DOCUMENT(S) INCORPORATED INTO CONTRACT**

The document referred to as “Exhibit C – Program Design” will be incorporated into this WIOA Youth Contract. The Contractor’s Program Design shall detail information related to the Contractor’s service delivery methodologies and strategies. The Contractor assures that the Program Design shall not conflict with and shall adhere and operate in accordance with every provision as outlined herein. Detailed information related to this document is included in the Program Design section below.

5. **WIOA FOURTEEN REQUIRED ELEMENTS OF YOUTH SERVICES**

The Contractor shall assure that the following WIOA Fourteen (14) Required Elements of Youth Services are available to all participants enrolled in the WIOA Youth Program. The services may be provided by the Contractor, or by community partner(s) or hybrid (by both). Section 129(c) (1) of WIOA requires that Youth Contractor’s design framework for youth programs must include the fourteen elements of youth services as indicated in the following three core areas:

1. Education & Training:

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;

3. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved;
4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
5. Activities that help youth prepare for and transition to post-secondary education and training.

2. Employment & Economic Development:

6. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - Summer employment opportunities and other employment opportunities available through the school year;
 - Pre-apprenticeship programs;
 - Internships and job shadowing; and
 - On-the-job training (OJT) opportunities;
7. Entrepreneurial skills training;
8. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;

3. Personal & Community Development:

9. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
10. Supportive services;
11. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
12. Follow-up services for not less than 12 months after the completion of participation;

13. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth; and
14. Financial literacy education.

The Contractor assures that they will refer to TEGL 21-16 and TEGL 09-22 for a complete description of each service element indicated above.

6. **PROGRAM DESIGN**

The Contractor's Program Design document for program year 2025 (PY25) as referred above, shall be incorporated in this WIOA Youth Contract. Contractor shall notify ARC of any Program Design changes that may occur during the PY. Program Design must conform to WIOA and meet the requirements of WIOA sec. 129 (c), the State policy, and WorkSource Atlanta Regional NextGen Program policies and procedures. Program Design shall include the following components:

- a) An operational plan which identifies and outlines how access to all fourteen required service elements will be made available to participants in-person **and in a virtual setting.**
- b) Access to the fourteen required service elements and shall identify which of the elements will be provided by the Contractor, or by community partner(s), or hybrid. If a service element is provided by access to another organization or community resource, the Contractor shall have an agreement in the form of a Memorandum of Understanding (MOU) or a Contract with said organization or community resource.
- c) Identify the expected performance outcomes for the Program Design elements and anticipated areas of improvement. This will also incorporate the Contractor's "Best Practices". The Contractor must indicate how they will track and evaluate the accessibility and success of the service element design and service delivery.
- d) Identify the Contractor's strategy to increase enrollment, access to services, and successful outcomes for the NextGen Program's target youth population: (English language learners (ELL) (e.g. Spanish, Asian-based languages, etc.) – English as a second language (ESL), individuals with disabilities, foster youth, school dropouts and individuals who were or are currently involved in the Justice System (Juvenile/Adult System)).
- e) An objective assessment of the academic and occupational skill levels and service needs of each participant for the purpose of identifying appropriate services and career pathways and for developing a Service Plan.

- f) Identify innovative experiences that help youth gain marketable skills.
- g) Identify strategy that assist and inspire youth through work-based learning experiences.
- h) Identify training opportunities that leads to a recognized credential.
- i) Connect youth to education and career choices.
- j) Link youth to labor market information and demand.
- k) Identify a holistic approach to serving youth that also encompasses personal and social development.
- l) Identify and develop appropriate linkages and formalize collaborative relationships with other entities possessing expertise and resources relevant to the needs of youth being served.
- m) Identify the process to refer for further assessment as necessary and to appropriate programs that have the capacity to serve youth applicants who do not meet WIOA and the Contractor's enrollment requirements.

7. **RECRUITMENT**

The Contractor shall be responsible for recruitment of youth to enroll in the WIOA Youth Program. Contractor will receive funding to provide services to youth who reside in **Cherokee County**. To serve youth who reside outside of the Contractor's service location (area), Contractor must receive prior approval from ARC before they enroll the participant in the WIOA Youth Program. Also, to serve youth who reside outside of ARC service areas (7-counties), approval must be granted to ARC by the Local Workforce Development Area (LWDA) that serves the County which the youth reside in.

8. **ORIENTATION**

The Contractor shall provide orientation to each applicant. This includes information on the array of services that are available through the Contractor and the community (if required). In addition, youth should be given information on other WIOA funded providers, including the Career Resource Centers (CRC) and affiliate partners (such as Vocational Rehabilitation, Adult Literacy Education, and Technical College and University). Orientation may occur over an extended period. The Contractor shall assure that an Orientation Form is in each youth's file validating that orientation was provided. The Orientation Form shall outline the content covered in orientation, date orientation was provided, the names, and signatures of the youth and the Contractor.

9. CERTIFICATION OF PROGRAM ELIGIBILITY

Certification of eligibility for any WIOA-funded programs must be completed prior to enrollment in the WIOA Youth Program. The Contractor shall be responsible for WIOA eligibility certification, and for conducting the most appropriate assessments to determine program placement and services to be provided during program enrollment/participation. ELL/ and individuals with disabilities will be provided the necessary support during these activities. The Contractor will follow WIOA guidelines and instructions as provided by the State and ARC.

Intake – The Contractor shall assure that a WorkSource Atlanta Regional NextGen Program Eligibility Checklist will be completed for each youth to ensure that files contain complete information, documents, and forms. Documents collected during the intake process shall be kept and maintained in a complete individual paper file.

Initial Assessments – The Contractor shall assure that an Objective Assessment Summary is completed for each applicant in a variety of areas to review and determine educational skill levels, occupational skills, prior employment (work experience), employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessments can be used in lieu of additional assessments. The goal is to accurately evaluate the youth to develop an appropriate and individualized Service Plan.

Basic Skills Assessment – The following tests are the State approved testing instrument (paper and/or online) used to determine the youth basic skills level in Reading and Math, as well as to conduct the pre-and post-tests required for the Measurable Skills Gain (MSG) also known as “In Program Skills Gain” performance measure. However, additional assessments are acceptable upon prior approval from ARC and the State.

- Tests for Adult Basic Education (TABE 13/14).
- Tests for Adult Basic Education (TABE Survey 13/14).

Assessment is key in determining program suitability, program placement and services to be provided while enrolled in the WIOA Youth Program.

Eligibility Requirements – OSY must meet the following requirement established by the WIOA Youth Program:

Must meet all three (3) requirements:

1. Not younger than 16 and not older than 24 years at the time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program;

2. Not attending school (as defined by State law as a public, private, or home study program that meets requirements under O.C.G.A §20-2-690). Youth enrolled in an adult education program provided under Title II of WIOA, YouthBuild programs, and Job Corps programs are considered OSY; and
3. One or more of the following WIOA barrier(s). At least one WIOA barrier must have verification documentation (which cannot be the NextGen Application):
 - A school dropout, as defined by the state (a youth attending an alternative school at the time of enrollment is not a considered a dropout);
 - Within the age of compulsory school attendance (ages 6–18), but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how the local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar quarters;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either:
 - a) Basic skills deficient (8.9 grade level or below); or
 - b) An English language learner;
 - An Offender (subject to the juvenile or adult justice system);
 - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 1403 e-2(6)), a homeless child or youth aged 16 to 24 (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434A(2)), a runaway;
 - An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under §477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - An individual pregnant or parenting;
 - An individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

For those circumstances where income is used to determine eligibility, if a youth is determined over-income, youth may be eligible only under the five percent (5%) over-income limited

exception. If the 5% exception is required, Contractor must receive prior approval from ARC before they enroll the applicant in the WIOA Youth Program.

10. **REFERRAL & COORDINATION**

The Contractor shall use its own formal referral process to provide optimal service to the youth community. The Contractor shall collaborate with other non-WIOA service programs for youth, and may jointly enroll participants in activities that enhance, re-enforce, or extend services. Joint services are expected to provide youth with the WIOA fourteen required service elements that are appropriate for each youth. The Contractor shall coordinate its activities with other WorkSource Atlanta Regional Service Providers (such as other youth Contractors, the CRC, and its affiliate partners). Youth referred to the Contractor from other agencies may be advised jointly by the referring agency and the Contractor throughout their participation in education, training, and job placement.

Referral for those enrolled in WIOA Youth Program – The Contractor shall be responsible for making partner connections to leverage resources in the form of staff, funds for training, wages, operational needs related to training space/equipment, etc. If the Contractor does not directly provide one or more of the fourteen required service elements, they must have a process to make seamless referrals to the appropriate community partners who can provide such services to address the participant’s needs.

Referral for those not enrolled in WIOA Youth Program – The Contractor shall assure that any eligible or non-eligible youth who are not enrolled in WIOA services be provided referral information regarding the full array of applicable or appropriate services available through other community organizations and other local programs including the CRC and its affiliate partners. In addition, youth should be given referrals for further assessment if determined appropriate. Contractors are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers to meet the individual needs of all youth.

Coordination – The Contractor shall actively participate in appropriate community and State-led comprehensive youth development strategies and activities when needed. The Contractor shall also actively participate in special WIOA-related projects when those are made available or requested by the Technical College System of Georgia, Office of Workforce Development (TCSG, OWD) or the United States Department of Labor (USDOL), and other subsequent directives announcing priority strategies and service directions. As practical, activities will align with and reinforce the Governor’s strategic directions and the WIOA State Plan, as well as the WorkSource Atlanta Regional Local Plan. Also, the Contractor is expected to participate in activities coordinated by the CRC to support or enhance the services provided to the youth.

11. SUBCONTRACTING

The Contractor may subcontract with others to expand and provide youth services and deliver the most comprehensive program. The Contractor shall assure that all subcontractors meet the requirements to provide youth services. If subcontracting is made a part of the Program Design and service delivery strategy/methodology, the Contractor agrees to enter into a written agreement with all subcontractors and to provide copies of all subcontracting agreements to ARC upon request.

Non-Financial Agreements – The Contractor shall enter into a Memorandum of Understanding (MOU) and provide a copy of the MOU to ARC for record keeping purposes.

Financial Contracts – The Contractor shall procure and negotiate contracts with subcontractors that meets all WIOA and ARC rules and regulations.

The Contractor shall monitor the performance of all subcontractors and shall remain responsible to ARC for the performance of any subcontractor. In the event where a breach of provision occurs with the Contractor and the subcontractor, the Contractor further agrees to notify ARC on the action steps taken to mitigate said breach.

12. PARTICIPANT SERVICE PLANNING

Ongoing Plan – The Contractor shall conduct appropriate, necessary, and in-depth participant assessment for service delivery. Individualized project activity plans, or a participant Service Plan (Individual Employment Plan (IEP)/ Individual Service Strategy (ISS)/ Individual Service Plan (ISP)) will be developed for each participant. The Service Plan must be developed and agreed upon by the Contractor's staff and the participant. The Service Plan must have a youth-centered approach that helps each youth set personal, academic and career goals. The Contractor shall ensure that the Service Plan is used to guide the specific service delivery strategies and activities offered to individual youth. The Service Plan must directly link to one or more performance indicators, identify career pathways that include education and employment goals, objectives and services, list appropriate achievement objectives, and identify appropriate planned services. The Service Plan shall also indicate which of the WIOA fourteen required elements of services will be provided and by what organization, and whether or not each element is appropriate or needed. The Contractor shall ensure that the initial Service Plan be completed and signed within one month (30 days) of WIOA Youth Program enrollment and be recorded in the Statewide case management system known as WorkSource GA Portal (also called Virtual One-Stop). At least once every two (2) months there will be a review and update of the Service Plans. The Service Plans will be maintained in each participant file and updates will be reviewed, agreed to or revised, and signed by both parties. Review/update will also be recorded in WorkSource GA Portal/Virtual OneStop (VOS). The Contractor assures that Service Plans will be up-to-date, and will address current activities and goals, as well as challenges and opportunities.

Exit Plan – At the end of WIOA youth services, the Contractor shall ensure that an Exit Plan (including a youth Career Future Plan) to outline and describe next steps, expectations, and supportive service needs (if required) during the WIOA exit period (one year of youth follow-up services) are developed and discussed with the youth.

13. **SUPPORTIVE SERVICES**

The Contractor shall ensure compliance with and be guided by current WIOA and WorkSource Atlanta Regional policies for supportive services. For participants, these services are to be individualized to a large extent. The Contractor shall provide supportive services from the Contract budget and will also be developed using non-WIOA resources as part of the participant's Service Plan.

- ❖ **Incentives** will be included as part of the supportive services offered to a participant. The Contractor shall refer to WorkSource Atlanta Regional NextGen Program "Incentive Policy" for directives and guidance related to issuing incentives.

The Contract shall ensure that complete records are maintained for all WIOA funded supportive services made to participants and documentation are kept indicating receipt of the supportive services by the youth recipient. The Contractor shall maintain other records as may be required by ARC.

14. **EMPLOYER CONNECTIONS**

The Contractor shall ensure the development of strong and sustainable connections to employers. Such connections are essential in the creation of a system of employers that can effectively assist participants to become highly skilled and employable. These connections should lead to placements in employment or continuing education, as well as meaningful exposure to the world of work with resultant measurable skill increases. These may be described as work-based learning experiences, which are structured, supervised, contextual world-of-work experiences, with documented learning outcomes-that take place in the context of actual work environments, link to learning outcomes, developed with employer involvement and input, align with industry-specific skill standards and competencies, and are based upon labor market information.

15. **WORK EXPERIENCE/WORK-BASED LEARNING (SHORT-TERM)**

The Contractor shall ensure compliance with and be guided by current WIOA and WorkSource Atlanta Regional NextGen Program policies for Work Experience (WEx) services. The Contractor shall provide and effectively manage a variety of components related to WEx, such as employability skills training, job skills instruction directly related to employment, wrap-around services (to include case management, supportive services, monitoring and mentoring), job readiness and employment services, and job retention and reemployment services directly related to employment. WEx must be a planned and structured learning experience that takes place in a workplace for a limited period of time with an

academic and occupational education component, where participants are provided with opportunities for career exploration, skill development, and work ethics reinforcement and not exclusively to benefit the employer. The Contractor shall ensure that WEx is appropriate as indicated with the assessment results, Service Plan (short and long-term goals, and objectives), and participants are matched with worksites that will provide them with the skills, training and knowledge needed. The Contract acknowledges that WEx can be unpaid or paid.

Unpaid WEx – Activities that are designed to allow participants to upgrade their work skills in a non-paid work position. The work assignment is determined by the participant's occupational goal and provide participants with an opportunity for work acculturation and basic occupational skills acquisition. This is beneficial for those participants who have sporadic employment history or limited marketable skills. An example of unpaid WEx is Job Shadowing.

Paid WEx – Activities that allow participants to upgrade their job skills in a paid work position. Participants receive at a minimum the hourly wage based on Georgia minimum wage standards for the assigned hours they work at their assigned worksite. The work assignment is determined by the participant's occupational goal and provide participants with an opportunity for work acculturation and basic occupational skills acquisition. This is beneficial for those youth who have sporadic employment history or limited marketable skills. The Contractor assures compliance with the following WIOA work restrictions:

- Participants must not be assigned to work that otherwise would not have been done by existing employees at the worksites.
- Placement must not result in reduction of existing employees working hours or infringement of promotional opportunities.
- Placement must not result in termination or displacement of existing employees of the worksites.

The Contract shall ensure that the following unpaid and paid WEx be made available to participants throughout the PY:

1. **Summer Employment (and other employment opportunities available throughout the school year)** – Employment placement that typically occurs after the last day of school for summer break and ends before school resumes for the following semester.
2. **Pre-apprenticeship Programs** – A preparatory program that prepares participants who want to begin an apprenticeship for certain industry and trade. It is *“designed to prepare individuals to enter and succeed in Registered Apprenticeship programs. These programs have a documented partnership with at least one Registered Apprenticeship program sponsor and together, they expand the participant's career pathway opportunities with industry-based training coupled with classroom*

instruction.” The pre-apprenticeship must be sponsored by one of the Registered Apprenticeship programs indicated on the Eligible Training Provider List (ETPL).

3. **Internships and Job Shadowing** – These two activities both offer the individuals exposure to employers and the working environments. They must be supervised, emphasize learning and professional development, and include an evaluative component for both the employer and the individual. Program differences are distinguished below:

- a) Internships – Can be paid or unpaid, the activity can last from one week up to sixteen (16) weeks and must offer career related learning opportunities and experiences. It cannot be routine or repetitive tasks unrelated to identified learning goals.

- ❖ Contractor must receive prior approval from ARC if plans to extend a participant’s WEx beyond sixteen weeks. This WEx period does not apply for those youth who begin WEx with less than sixteen weeks remaining in the Contract period.

- b) Job Shadowing – Enables an individual to spend some time observing a professional on the job, which can last from one day up to one week.

4. **On-the-Job (OJT) Training** – *“Provides reimbursements to employers to help compensate for the costs associated with skills upgrade training and loss of production for newly hired employees. OJT can assist employers who are looking to expand their business and need additional staff trained with specialized skills. OJT employers may receive reimbursement of 50% or 75% of the wage rate of OJT trainees.”* OJT benefits the employees (youth participants) by providing an opportunity to “earn while they learn” in a hands-on environment, acquire job and career advancement skills, and provides an opportunity for long-term employment.

- All OJT opportunities must be approved and directed by ARC. OJT funds are reserved at ARC and not allocated to the Contractor.

Funds – The Contractor acknowledges that to provide paid WEx opportunities, the organization must have the capacity to be “Employer of Record”, whether directly provided or through partnership with an agency or an employer who will serve as “Employer of Record”. The Employer of Record must adhere to all child labor laws regarding hours of employment, working conditions, etc. A minimum of sixty percent (60%) of the WEx funding must be allocated to participants’ wages and a maximum of forty percent (40%) to staff who are directly working with the WEx Program as well as other related WEx costs. Contractor may elect to allocate more than 60% funding towards participant wages. The same WEx funding allocation requirements of 60/40% applies to all “Employer of Record” partnerships.

❖ **NOTE:** The 60/40% requirements do not apply to OJT, as those opportunities are paid

with funds reserved by ARC.

The Contractor assures that no certificate training costs will be allocated to the WEx budget. Also, the Contractor assures compliance with WEx funding requirements as set forth in the Training and Employment Guidance Letter (TEGL) 21-16, issued on March 2, 2017.

WEx after WIOA Exit – Subsidized WEx is not available for participants who have exited (in Follow-up) the WIOA Youth Program.

16. EMPLOYMENT PLACEMENT (LONG-TERM)

The Contractor assures that job search activities which lead to long-term unsubsidized (non-WIOA funds) employment are provided to participants who obtain a credential (high school diploma, GED, occupational certificate, other WIOA recognized credential).

After employment placement, the Contract shall assist participants with job retention and re-employment services (for those youth who lose their employment during the twelve-months follow-up period). The Contractor assures that follow-up services will be provided as needed to assist participants with overcoming problems or issues that may arise and to ensure further progress toward long-term employment that leads to self-sufficiency.

17. OCCUPATIONAL SKILLS TRAINING

The Contractor shall assure that occupational skills training is provided to appropriate participants, and may be funded by a variety of sources, including WIOA when limited funds are available. Where limited WIOA youth funds are available, the participants may have an opportunity to concurrently co-enroll in both the Youth and Adult Programs. In cases where co-enrollment seems most appropriate, the Contractor must receive approval from ARC prior to making a commitment to the participant and/or initiating the enrollment process. If funded by WIOA, training placement will be into schools on the Eligible Training Provider List (ETPL) (there may be very limited exceptions – only with prior approval from ARC) with completion of the Individual Training Account (ITA) documentation required to participate in the training.

18. CLIENT MANAGEMENT & TRACKING

The Contractor shall utilize the statewide case management system WorkSource GA Portal/VOS to manage and track all participants enrolled in WIOA services. Individual participant's data such as initial/ongoing assessments, eligibility certification, ongoing services/activities, counseling notes (c-notes), Service Plans, performance outcomes, etc. must be entered in WorkSource GA Portal/VOS.

Youth registered in WorkSource GA Portal/VOS and enrolled in the WIOA Youth Program becomes the Contractor's participant from service delivery through exit and follow-up, and will be included in the Contractor's performance outcome measurements (there are a few

narrow and specific exceptions). This also includes those youth who decide to remove themselves from program participation and/or who move from the service area.

The Contractor shall maintain ongoing contact with and provide continuing services for all active WIOA participants. During active participation, all services provided will be required to be documented in WorkSource GA Portal/VOS at a minimum of every thirty (30) days, or once a calendar month in the form of a counseling note (c-note). C-notes regarding services provided and other related information must be up-to-date, appropriate, complete, addressing any important challenges (including actions/steps taken to address the challenges) and opportunities. Client/case management and tracking will assure that WIOA requirement of providing a service every ninety (90) days is met. If Contractor is unable to maintain contact with and provide services to the participants (as defined by WIOA service requirement period), Contractor must have a policy or procedure documenting the steps to exhaust all resources to re-connect and provide services to the participants as well as the internal process the Contractor's staff will undertake to exit the participant from the WIOA Youth Program. After exit, follow-up contact and services, if appropriate, shall be provided at least once every ninety (90) days, or calendar quarter, for one year (twelve months) after exit. The WorkSource GA Portal/VOS Follow-up screen will be used to document this service in a concise manner. Timely data collection and data entry must be conducted on a continuous basis. ARC will conduct ongoing monitoring to evaluate Contractor's use of WorkSource GA Portal/VOS.

19. **MONITORING**

Monitoring of files, program, and services shall be conducted to ensure continuous program and service improvement.

ARC – The Contractor's program and services will be monitored by the ARC NextGen Program Quality Assurance and Compliance staff, the NextGen Committee, and ARWDB. Monitoring may be conducted at the Contractor's service delivery location, community partner location, employer locations, by telephone and/or electronic (desk review). The Monitoring Team shall conduct monitoring related to performance outcome tracking, quality review of the services provided by the Contractor pursuant to this Contract, and/or conducting any other requisite and/or desired program and/or service reviews of the Contractor. The Contractor agrees to the following:

- The Contractor shall provide to ARC, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services as described in this Contract.
- The Contractor agrees that ARC has the right to make recommendations and findings in connection with any financial or programmatic monitoring or review of the Contractor's operations.

- The Contractor shall be provided with a written report of the monitoring outcome. The monitoring report may contain observations, evaluations, suggestions and/or specific directions for corrective action and/or future preventive action by the Contractor. The Contractor agrees to comply with any corrective actions and/or future preventive actions specified by ARC within the time limits established in the monitoring report. A failure of the Contractor to comply with the specific directions outlined in the monitoring report will be treated as a breach of this Contract.
- The Contractor agrees that any authorized employee or representative of ARC, the State or Federal government shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor to monitor or review any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall make all books, records, and documents that relate to their activities under this Contract available for monitoring and review upon request.
- The Contractor shall ensure the cooperation of its employees, officers, board members, Committee members and subcontractors in any monitoring or review.

State & Federal – In addition to ARC’s monitoring, the State and Federal government may, at its discretion, conduct a separate monitoring of funds and services provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor. The Contractor shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant monitoring requirements.

Contractor – Contractor shall conduct monitoring and review of its funds, program, services (to include WEx worksites) and subcontracts on a continuous basis. Contractor shall have a process in place to demonstrate that monitoring is being conducted. Contractor shall contact ARC for any technical assistance or tools required to ensure a successful monitoring process and outcomes.

20. **PERFORMANCE & MANAGEMENT SANCTIONS**

The Contractor shall ensure that all services provided under this Contract be performed to ARC’s satisfaction, as determined in accordance with all applicable Federal, State, and WorkSource Atlanta Regional, WorkSource Atlanta Regional NextGen Program’s Performance Measures, Objectives, Goals and all other applicable service standards and specifications set forth in the Contract. Contract performance measures and objectives are established to guide the outcome of the services provided as outlined in “**Exhibit D – Goals & Performance Measures**” and further described in “**Exhibit E – Performance Measures/Objectives**”.

To satisfactorily meet the applicable requirements, the Contractor must conclude each respective quarter within a PY with a “Meet” or “Exceed” on the following four (4)

performance indicators set forth in “**Exhibit D**”:

1. **General Services - Expenditures & Participants to Serve ("Real-Time")** – Must meet at a minimum the total number of active participants to serve in the PY, new participant enrollment numbers, and target population guidelines percentage indicated.
2. **Work Experience (WEx) Services – Expenditures & Participants to Serve ("Real-Time")** – Must meet at a minimum the total number of active participants to serve in the PY indicated.

❖ **NOTE:** Three unpaid WEx placements is equivalent to one paid WEx placement.
3. **Performance Measures – WIOA ("Lag-Time") & Outcome at EOS/Exit ("Stand-In")** – Must meet at a minimum the performance measures percentage and wage indicated.
4. **Case Management Performance Measures ("Real-Time")** – Must meet at a minimum the performance measures percentage indicated.

The Contractor ***will be subjected to sanctions if they fail to “Meet”*** the four performance indicators set forth in “**Exhibit D**”, being inconsistent with the overall Contract requirements and/or for performing in a manner that is in violation of any Federal and/or State statute, ordinance, rules, or regulations.

For a successful performance outcome, the Contractor must achieve an overall “Meet” rating for all four performance indicators stated herein. For the first infraction of “Not Meet” in any of the performance outcomes in the PY, the Contractor will be provided additional guidance and technical assistance from ARC. If a “Not Meet” occurs a second time in the PY, ARC, at its sole discretion, may impose the appropriate sanction. The Contractor may appeal the decision to impose a sanction to the WorkSource Atlanta Regional NextGen Committee Chair, who will present the case to the ARWDB Executive Committee for final decision.

21. **REPORTING & RECORD-KEEPING**

To ensure fiscal accountability, effectiveness and efficiency of services provided, the Contractor shall keep sufficient reports and records, including books of account and other documents related to the Contract, written and computerized, and shall cooperate with ARC to permit the tracking of services provided and the tracing of funds expended.

The Contractor shall submit any required participant status information to ARC in a timely manner with necessary explanations. Contractor staff shall keep participants records accurate and up-to-date in WorkSource GA Portal/VOS, and in paper files that are kept for each participant at the Contractor’s physical location. All case management (to include eligibility certification documents and records) and performance goals and measures will be

documented, both pre- and post. The Contractor assures that WorkSource GA Portal/VOS data entry and required forms will be timely, accurate, and complete (this includes documents and verification for service delivery, attainment, End-of-Service/Exit, etc.). The Contractor shall follow procedures required by ARC for reporting accomplishment of WIOA performance measures and other contract goals.

Maintenance of Records – All records shall be retained by the Contractor as outlined on Paragraph 19 *Maintenance of Records* of the Contract. Records shall not be removed or destroyed without the written consent of ARC.

Access to Records – The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidentiary information pertaining to all costs incurred under this Contract. For inspection by the ARC, State, and/or Federal agencies, the Contractor shall make such materials available at their respective offices at all reasonable times during this Contract and for three years from the date of final payment under this Contract.

22. **TECHNOLOGY REQUIREMENT**

The Contract shall assure that the following technology software and tools are available and accessible to staff and participants:

- Internet connectivity.
- Internet browser capability (Internet Explorer, Mozilla Firefox, Safari, Chrome, etc.).
- Microsoft Office Suite (particularly Word).
- Adobe Acrobat Reader (updated version).
- Antivirus software.
- Electronic signature software.

23. **INVENTORY REQUIREMENT**

Equipment – The Contractor shall keep up to date inventory lists for all materials and equipment purchased with WIOA funds having an aggregated cost of \$3,500. These must be used principally by WIOA participants. Equipment purchased with WIOA funds remains the property of ARC/WorkSource Atlanta Regional. Furthermore, the Contractor shall adhere to the equipment requirements as outlined in Paragraph 20, *Property* of the Contract.

Training Supplies – The Contractor shall inventory and keep up to date inventory lists for all instructional materials purchased with WIOA funds. These must be used principally by WIOA participants.

24. **START-UP IMPLEMENTATION PERIOD**

A Contractor new to ARC's services and programs may be provided with a three (3)-months start-up implementation period, if requested by the Contractor and approved by ARC. If a Contractor inherits youth from previous PY/contracts, the Contractor shall assure that some components of the fourteen youth elements of services and activities shall be made available (whether through the Contractor, community partner, or hybrid) to those participants, with plans for full service/activities implementation effective on the first day subsequent to the three-months implementation period. During this period, the Contractor shall provide ARC with a strategic plan which outlines their fully implemented program service delivery model.

25. **ADMINISTRATIVE & MANAGEMENT SYSTEM**

The Contractor is fully responsible for all aspects, activities and responsibilities of the project and the Contract. Contractor shall develop and maintain administrative and management staff and systems necessary and appropriate to meet the Contract's obligations. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies or procedures that are necessary to operate the program. These administrative and management systems, policies and/or controls must, in ARC's sole discretion, meet ARC standards. The Contractor shall immediately inform ARC of any changes to the administrative and management systems, policies and/or controls that may affect the services, operation and/or performance of the program.

26. **PROGRAM STAFFING PLANS**

The Contractor shall provide sufficient staff to carry out the purposes of this WIOA Youth Contract. The Contractor shall provide Job Descriptions for positions agreed to by ARC and the Contractor. The Contractor shall ensure that staff positions funded by this WIOA Youth Contract are reasonable and support the delivery of program services described herein. The Contractor shall prepare and provide to ARC a Program Staffing Plan. The Contractor shall assure that any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure or in response to corrective action, be addressed in an expeditious manner to avoid disruption of program services. The Contractor shall notify ARC within two (2) weeks of any program staff vacancy or any staffing changes that could affect operations, delivery of services, performance, and budget. Also, the Contractor shall ensure the following:

- Continue to operate under the philosophy of leveraging funds from partners to sustain operations and maximize the number of personnel serving participants while reducing non-personnel costs to those which are essential.
- Be committed to meet the needs of the community by hiring skilled professionals (staff) who are culturally competent and who work well with and understand the demographic base for the OSY WIOA Youth Program.

- Staff is available to serve and address the needs of the youth.

27. **RESOURCE LEVERAGING & SUSTAINABILITY**

The Contractor assures that they will incorporate sustainability strategies in their operational plans to ensure that a continuation of WIOA services are provided to participants in the event the WIOA Youth Program funding is delayed, there is a reduction in funding allocation, or other unknown financial reasons that may prevent ARC from allocating funding. The Contractor shall ensure that they have the capacity to self-sustain for up to one quarter (three months) without ARC funding. To the extent possible, the Contractor shall seek additional youth development funding for itself and the community, both through its own applications for funding and/or by supporting applications by other organizations in the community. The Contractor understands that WIOA funds are not issued solely to sustain the Contractor's infrastructure or existence. ARC will continuously assess the Contractor's financial capability to determine potential risk factors.

28. **BRANDING**

The Contractor shall identify itself as ARC, WIOA, WorkSource Atlanta Regional, and WorkSource Atlanta Regional NextGen Program Service Provider in publicity materials, including signage, and in any public representation of the Contractor's organization, as a matter of course as well as when requested by ARC. The Contractor assures that logo(s) shall not be removed from documents created by ARC Staff. However, a Contractor may include their organization's logo in conjunction with said logo. Contractor shall adhere to State and ARC requirements relating to the use of the WorkSource Georgia brand.

29. **ROLES & RESPONSIBILITIES OF ARC**

ARC assures the following:

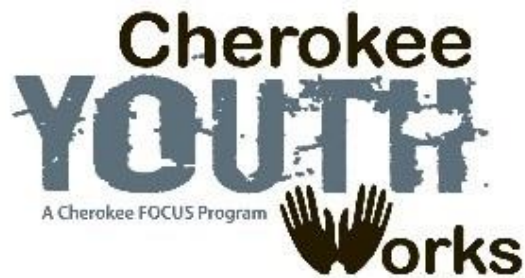
- Shall oversee and evaluate the management and operations of the WIOA Youth Program funded by WorkSource Atlanta Regional to provide services in the WorkSource Atlanta Regional service area.
- Shall distribute funding based on County Fair-Share allocations.
- Shall monitor Contractor's performance, quality of service, and cost effectiveness, and to report such matters to the Atlanta Regional Workforce Development Board, Executive Committee, and WorkSource Atlanta Regional NextGen Committee.
- Shall develop and provide technical assistance and training to Contractor's staff.
- Shall inform the Contractor of Federal, State, ARC, WorkSource Atlanta Regional and WorkSource Atlanta Regional NextGen Program policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed

for the implementation of such policies, procedures, and rules.

- Shall prepare grant plans and/or modifications as required.
- Shall ensure and enforce Contractor's compliance with all rules, regulations, and procedures.
- Shall maintain local data/case management system for use by Contractor.
- Shall establish and facilitate regularly scheduled meetings with the WIOA Youth Program Contractors.

30. SPECIAL PROJECTS

Through resources leveraging and collaborative efforts, WorkSource Atlanta Regional NextGen Program may partner with the Contractor to embark on developing creative and innovative special projects/initiatives that will improve the economic opportunities and prosperity for youth, businesses, and communities. Special Projects funding, services, expectations, and other relevant terms will be agreed upon in writing by all affected parties.



PROGRAM DESIGN

PY 2025

July 1, 2025 – June 30, 2026

Cherokee Youth Works

Program Design - PY 2024

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

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

This document will provide a snap-shot of the intention of the CYW program in Program Year (PY) 2025.

Recruitment Strategy/Efforts

Our focus for the Cherokee Youth Works program has always taken a relational approach to recruitment by enlisting the help of those who know both the program, and our target population. This knowledge is often a result of communications provided and highlighted at our Cherokee FOCUS monthly collaborative partner meetings, as well as our Board and other coalition meetings. Additionally, word-of-mouth from our current and past program participants continues to be our best marketing tool, as they continually refer friends and family.

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

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

We continue to engage our community partners as outreach allies with a team approach. We will be attempting to do more targeted work in the form of co-enrolling with partners including Chattahoochee Technical College Adult Education, Mountain Education Etowah Campus, and Cherokee County

Vocational Rehabilitation. Our goal is to locate as many youth who have dropped out of school and need a GED and workforce training. Additionally, we seek to provide our workforce training services to those youth already with a high school diploma who need assistance establishing a career path, as they do not desire enrollment in post-secondary education. We are strengthening our alliance with the Cherokee County School District (CCSD) to help us identify these youth which has already produced several referrals. Specifically, we have established a direct communication channel with CCSD high school counselors and social workers, who know first-hand those graduating students who could benefit from our services. While we always rely on our large collaborative of supportive partners, we will also be enlisting the specific help of targeted local employers such to let us know if they have been contacted by a youth who would like to apply for a job but does not have a high school diploma or GED and could use our services. Additionally, Cherokee FOCUS was recently honored to be asked to serve on the Cherokee Chief Judge of Superior Court's new School Attendance and School Climate Committee, pursuant to OCGA 20-2-690, along with 12 other organizations that include the Juvenile Court Judge, District Attorney, Solicitor-General, Department of Juvenile Justice, CCSD Superintendent, Cherokee County Sheriff, Chief of police for all municipal police departments in the county, Department of Family and Children Services, County Board of Health, County Mental Health Organization, and a Court approved community based risk reduction program established by juvenile court. While most of these organizations are already working or have worked with Cherokee FOCUS and CYW, this new committee will be focused on helping the youth of our county, which is something that CYW does very well.

Intake & Eligibility Determination Process

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

Program Orientation and WIOA Services

On a participant's first day with CYW, the applicant submits completed, required documentation unless he/she requests further assistance retrieving something like a State ID or Birth Certificate. The youth is given the opportunity to ask any further questions, and the staff once again reviews the expectations

and requirements of the program. Other potential needs are addressed at this time and then discussed further when completing a participant's Individual Service Plan (ISP). Eventual development of the ISP is a critical component of the entry process as it establishes the individual's goals for participation in the program.

Objective Assessment

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

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

Assessment Service Plan – Individual Service Plan (ISP)

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

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

job/career counseling and evaluation to determine whether the participant is a good candidate for Work Experience (WEx) or other job placement. These will be reflected in the employment goal. The personal goal is unique for each individual depending on his life's circumstances. At this time many students choose to reveal more about themselves and disclose additional information that can assist the CYW staff with directing them to supportive services.

Providing or Making Available the Youth 14 Elements of Services

TUTORING

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

ALTERNATIVE SCHOOL SERVICES/DROPOUT RECOVERY

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

WORK EXPERIENCE

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

IN-DEMAND/GROWTH SECTORS

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

WORKFORCE PREPARATION/TRAINING

CYW provides an all-encompassing career readiness, career discovery and workforce training program. CYW makes it a priority to involve community partners from the county Collaborative, as well as its Board, to teach lessons and expose the youth to new careers and concepts and critical employability issues. Both GED participants and those who have already obtained their GED may attend the classes.

Mock interviews, soft skills training, preparation of an elevator speech, how to make a first impression, and professional social media practices are all examples of activities that CYW participants complete.

LEADERSHIP DEVELOPMENT

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

SUPPORT SERVICES

The robust community Collaborative that Cherokee FOCUS continued to build for over 24 years, has been an undeniable resource for providing supportive services to our youth. Cherokee FOCUS is the local Georgia Family Connection collaborative body in Cherokee County. A Georgia Family Connection is required to act as a Board, Commission or Authority in their county, to study problems of families, children, and youth, and provide services to families, children, and youth. This collaborative structure, allows CYW the opportunity to access a vast catalogue of local supportive service providers and community partners. The Collaborative is used as a resource for providing transportation to our youth, counseling, food, clothing, mentoring, housing assistance, and of course, employment. CYW is very strong in this area given our core of collaboration. Additional funding and In-Kind support from the community partners allow us to provide supportive services as needed and warranted and is vital to our program.

ADULT MENTORING

CYW has wonderful community partners who have been willing to step up and offer their guidance and assistance to our participants. This includes mentorship should a participant become incarcerated. Some provide moral support and personal mentoring, while others provide internship opportunities and ways to expand our participants' work experiences. In some of our cases, when a youth is 18 or older and has no family support, a network of local supportive service providers will be developed to work together with the participant in order to cover the many needs a youth in these situations will have. It is the supportive services and the kindness of these mentors, that have proven that together we can break the cycle of generational poverty.

TWELVE MONTH FOLLOW UP

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

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

COUNSELING

Career Advisors provide frequent, compassionate counseling on an ongoing basis to each participant and have noted the pervasiveness of mental health issues among youth. For those clients needing more in-depth professional counseling to overcome a barrier, participants are provided with a list of therapists in the area who provide services on a sliding fee scale. We have recently established a counseling liaison and referral pipeline at Goshen Therapeutic Services, an agency that opened this past year in Cherokee County. We have also partnered with Highland Rivers Health and Open Door Talk, to bring group classes on coping skills and suicide prevention as well as professional development to staff regarding the mental health issues staff members encounter when working with youth. Per ARC directive, we have added the Emotional Wellness Survey to our application and utilize that data to provide individuals with community mental health resources when indicated and/or desired.

FINANCIAL LITERACY

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

ENTREPRENEURIAL SKILLS

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

LABOR MARKET/CAREER READINESS

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

PREPARATION FOR POST-SECONDARY EDUCATION/TRAINING

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

opportunities can enhance a participant's employability in fields such as hospitality, retail, and food service industries.

Referral process

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

Referring WIOA Participants: During the Objective Assessment, our Career Advisors are able to determine if other supportive services outside of what CYW can directly provide are needed. Once identified, the CYW advisor connects the participant with the specific referral. This can be for an array of services including but not limited to counseling, transportation assistance, housing, and other educational support, such as Vocational Rehab, and may also include WIOA Adult services.

Referring those not suitable for our program: If it is determined that a potential participant is not a good fit for the CYW program, he is given the contacts to programs that may better serve him. When appropriate, CYW will make an introductory call for the individual and go above and beyond to assist him until we are satisfied that the individual will be well taken care of.

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

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

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

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

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

Services that lead to attainment of a WIOA recognized credential

CYW offers in-house GED classes and tutoring. CYW has also facilitated web-based credentials such as the ServSafe and Customer Service Certifications in-house. Through partnership with Chattahoochee Technical College Business and Professional Education Department, Goodwill, Rogers Mechanical Contractors and MUST Ministries, CYW is able to offer participants credentialing opportunities such as forklift certification, OSHA certification, HVAC, etc. These certifications, beyond GED, are offered on an

individual basis depending on the participant's service plan, career pathway, and/or current employment.

Meeting Measurable Skills Gain Performance Measures

The vulnerabilities and barriers of the youth population we serve directly affect the attainment of Measurable Skills Gains (MSGs), whose metrics are currently limited in their definition. Intellectual capability, intrinsic beliefs, self-esteem, significant life issues, and physical and mental health are just a few of the factors which limit the speed and quality of progress for each individual and often make MSGs (as currently defined) difficult to achieve. While our youth often achieve MSGs, the yearly requirement can be unreasonably limiting for some of them. Nonetheless, the availability and application of support across all these youth needs is the foundational mission of our program. We readily provide extra instruction and attention beyond designated class times and strive to offer the appropriate resources that are tailor-made to the needs of the individual. Consequently, we have seen ISP goal progress as well as the increasing confidence among our youth who begin to believe they can and will have a brighter future. We will continue our strong efforts in this area and will continue to seek supportive resources outside our program which can enhance our youth's progress. This includes community mentors and volunteer tutors who can assist us with our mission so that the youth can achieve MSGs more readily.

Innovative experiences that will help youth to gain marketable skills

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

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

Connection to post-secondary education or Advanced Training.

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

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

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

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

CYW takes pride in serving the participant as a whole. When working with this population, we often take on the role of parent, friend, mentor, and confidant. Career Advisors work to maintain maximum availability to participants which often entails after-hours and weekend communications. Our program cannot attain full success without providing the wrap-around services that each individual participant needs. In some cases, this requires making a plea to our Board of Directors to help house a participant who just needs a hand-up to get back on his/her feet, connecting the participant with other organizations in the community that can eliminate a barrier, or lending an ear after hours to make certain that the participant knows he is cared for and supported. To support our holistic approach, CYW has welcomed guests that speak about physical fitness, mindfulness, and mental fortitude. We touch on subjects such as networking, diversity, and how to communicate. Youth are faced with unimaginable temptations and obstacles on a daily basis that have the potential to derail their lives. They are also still feeling the negative ramifications of the COVID pandemic which has affected overall youth mental health, job opportunities, and school performance. It is important to CYW that the participants in our program feel secure in themselves, but also in the company of our other participants and staff, so they can comfortably reach out if in need of help. Together with the other initiatives under the Cherokee FOCUS umbrella, we will work tirelessly until these issues are eradicated.

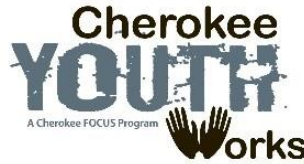
New Project/Initiatives 2024

In PY2025, CYW is excited to have our new CYW Coalition in place. Made up of local leader partners who will assist in growing our ability to serve wider group of out-of-school youth and identify employee opportunities in the county. This charter group includes the City of Holly Springs City Manager and City Council Member, Chattahoochee Technical College Dean of Adult Education, Cherokee Office of Economic Development Workforce Manager, City of Woodstock Deputy City Manager, Owner Roytec Industries, St. Clemens Episcopal Church Supportive Services Representative, and other business and supportive agencies. And while the Cherokee Department of Juvenile Justice has two seats on our Board of Directors, will be strengthen our partnership between DJJ and CYW. We will also revive our recruiting relationship with Cherokee Drug Court and looking ahead to more referrals from CCSD.

Strategies to Assess Effectiveness of Program Design

A new coalition of partners was put into place in the Spring of 2025 to assess the effectiveness of our program design, and work to identify additional funding sources to cover the cost to run the program to its fullest potential. CYW staff, utilize VOS reports as a way to measure progress and outcomes. CYW regularly communicates with other providers as a way to share strategies that other providers may have used and seen successful in assessing their design.

We have incorporated the solicitation of written and verbal testimonials from current participants as well as those entering end-of-services (EOS) status as a way to evaluate our program effectiveness. Plans for PY2025 include the continued administration of a Participant Survey given during the program year. While these surveys have always resulted in strictly positive reviews, our staff engages in regular discussions to identify and implement how best to improve program quality for our youth. On an informal basis, we have on-going discussions with our participants as to how better to serve them.



Work Experience PROGRAM DESIGN PY 2025

Strategies to Provide Paid and Unpaid WEx Services

Over the past few years we have been fortunate to have made very strong partnerships in the Cherokee County employer community. Cherokee FOCUS and the Cherokee Youth Works program have always had a very good reputation. As a result of our efforts, we now see employers call us with job opportunities much more so than us having to go out and find good jobs. Also over the past few years our funding and required number of CYW participants has gone down making it much more difficult to place a participant in a WEX experience when our pool of candidates is smaller and almost never matches the job openings that are available. In an effort to supply our county employers with the workers they need, we will continue to evaluate our overall participant recruitment, but especially putting in the effort to reach young people in need of a GED who are looking for the type of jobs that are available in certain industries. During this year we are looking at strengthening our partnership with the Cherokee Department of Economic Development (COED). In the past, the COED Summer Internship was limited to those youth attending CCSD High Schools. As of this year the COED Internship program will be open to all Cherokee County eligible youth, in or out of school.

Employability Skills Activity/Services

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

potentially hire the participant. These in-house interactions also give employers the opportunity to meet and get to know our participants directly.

Employer Relationship/Connections

In addition to aligning with like-minded organizations, we have been seeking employers based on pathway/industry as opposed to by strictly individual participant placement. Being a presence in the community and at business-centric events, positions us to build valuable relationships with possible employers. Our Executive Director sits on the advisory committees for the planning of Cherokee's Workforce Collaborative Strategic Implementation Plan through the Cherokee Office of Economic Development along with an array of local and regional leaders from industry, education and the community. We are a 28-year active member of the Cherokee Chamber of Commerce. Networking has proven very productive in securing job placement and opportunities for our participants.

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

Another action we plan to continue during PY2025 is engaging with our employer partners to discuss OJT and other programs available to them through the ARC. We saw success with this in prior years which resulted in a clear-cut career pathway set up with a local HVAC company and wood and metal fabricator/manufacturer.

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

We are excited to have a larger target of youth/employers this year. We plan to build upon our current relationships with those other employers who can provide career pathway options. We also plan to continue the growth of new employers. We have grown our relationships with employers who can provide opportunities in fields that are often identified by our participants and are in high demand. Listed below are some local businesses that have been willing to take WEx participants to support the participant's career pathway goals.

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

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

Manufacturing/Light Industrial: Universal Alloy Corporation, Roytec Industries, LAT Apprael

Construction: Primus Builders, Raydeo, Outback Deck

Logistics/Warehouse: Belnick Inc., Woodstock Furniture Outlet

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

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

Retail: TJMaxx, Goodwill

Agriculture/Landscaping: Outdoor Expressions, City of Holly Springs, City of Woodstock

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

Work-based learning

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

Strategies to incorporate sector-based opportunities to WEx participants

Regarding the ARWDB Industry Sectors - We are strongly supported in the manufacturing field in Cherokee County and through the partnerships within the Cherokee FOCUS collaborative, and we are interested to see if targeting participants for the manufacturing jobs that we know are readily open in our county, will succeed. There is an immense amount of growth in Cherokee County, and we have recently added a large apparel manufacturer based in Ball Ground Georgia to our roster of employers. They are eager for talent and were able to take on a WEx participant at 17 years old, which is often a non-starter at other manufacturing companies. Although financial services is a local industry sector as well, we have experienced some challenges in placing WEx participants in these positions due to the sensitivity of the business. We were however able to add State Farm as an employer in the Insurance field which seems to be very popular with our youth.

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

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

Strategies to Assess Effectiveness

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

WorkSource Atlanta Regional NextGen Program
Workforce Innovative and Opportunity Act (WIOA)
GOALS & PERFORMANCE MEASURES - Program Year (PY) 2025 (07/01/2025 - 06/30/2026)

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

PY2025 Total Contract Funding (General Services and Work Experience)							\$147,630		
I.	General Services - Expenditures & Participants to Serve ("Real-Time")						TOTAL WEIGHT	20%	
	Youth Population (Participants) to Serve						Out-of-School		
	Service Location (County)						Cherokee		
	PY2025 General Service Budget						\$116,550		
	Participants to Serve Based on PY2025 Allocated Budget						\$2,100	56	
	Total Participants to Serve for PY2025 (Carryover, New & 2+year)						57		
	Active Participants (under 2 years) to Serve at Cost per of \$2,100						\$115,550		
	PY2024 "Carry-over" Participants						10		
	PY2025 "New" Participant Enrollment						45		
	Total Carry-over and New Participant to Serve (\$115,550 / \$2,100)						55		
	Active Participants (over 2 years) to Serve at Cost per of \$500						\$1,000		
	PY2024 - 2+ years "Carry-over" Participants						2		
	Cost per does not apply - PY2024 End of Service (EOS)/Exit/One Year Follow-Up						8		
	Pending Exits/Cost per does not apply - Once Processed will Count in EOS/Exit/Follow-Up Total Numbers						3		
	New Enrollment Goals								
	Quarters		1st	2nd	3rd	4th			
	Quarter Dates		07/01/2025 - 09/30/2025	10/01/2025 - 12/31/2025	01/01/2026 - 03/31/2026	04/01/2026 - 06/30/2026			
	New Enrollment per Quarter		10	13	13	9			
	Total New Enrollment for PY2025		45						
	New Enrollment Target Population Guidelines								
School Dropout						70%			
English Language Learner						5%			
Justice System (Juvenile or Adult)						9%			
Foster System (Currently In or Aged Out)						8%			
Disability						8%			
II.	Work Experience (WEx) Services - Expenditures & Participants to Serve ("Real-Time")						TOTAL WEIGHT	20%	
	PY2025 Work Experience Service Budget						\$31,080		
	New WEx Active Participants to Serve at Cost per of \$2,500						12		
	Quarters		1st	2nd	3rd	4th	Total		
	"New" WEx Participants to Serve per Quarter		3	3	3	3	12		
	*NOTE: Three unpaid WEx placements is equivalent to one paid WEx placement								
	WEx Performance at Completion - Based on Worksite Supervisor Work Evaluation								
	Successful Completion - Performance is Measured in "Real Time" at end of WEx						85%		
	III.	Performance Measures - WIOA ("Lag-Time") & Outcome at EOS/Exit ("Real-Time")						TOTAL WEIGHT	40%
		If High School Dropout, Attain GED/HSD						Performance is Measured in "Real Time" at End of Service (EOS)/Exit	85%
If GED/HSD Recipient, Attain Industry/WIOA Recognized Credential							85%		
Placement in Employment or Education or Advanced Training							85%		
State Required WIOA Performance		2nd Quarter After Exit - Placement in Employment or Education or Training					Performance is Measured Based on WIOA Reporting "One-Year Lag Time"	88.8%	
		4th Quarter After Exit - Placement in Employment or Education or Training						81.0%	
		2nd Quarter After Exit - Median Earnings (Unsubsidized Employment)						\$4,893	
		During Participation or Within One Year After Exit - Attainment of Credential						82.7%	
		During a Program Year (Real-Time) - Measureable Skills Gain (In-Program)						60.5%	
Customer Satisfaction						Not Yet Negotiated with State	90%		
IV.	Case Management Performance Measures ("Real Time")						MUST be Documented in WorkSource GA Portal/VOS	TOTAL WEIGHT	20%
	Main WIOA Barrier Verification Documented Properly		85%	Career Assessment Conducted within 30 Days of Enrollment		85%			
	Other Required Eligibility Documents Signed, Dated and Uploaded		85%	Original Service Plan Signed within 30 Days of Enrollment		85%			
	Eligibility and Application Dates in VOS Match Verification Documents		85%	Service Plan (IEP/ISS/ISP) Reviewed/Updated Every 60 Days		85%			
	Proof of Orientation Signed by Customer		85%	Ongoing Services Properly Documented		85%			
	Objective Assessment Completed and Summarized in VOS		85%	One of WIOA 14 Elements of Services Provided Every 30 Days		85%			
	All Mandatory Verification Linked to VOS Application		85%	Minimum of One Face-to-Face Contact Every 30 Days		85%			
	Mandatory Activities Assigned at Enrollment (412, 413, 417)		85%	Exit Documents Signed, Dated, and Uploaded		85%			
	Other Appropriate Service Activities Assigned		85%	Follow-Up Data Up-to-date in VOS (if applicable)		85%			
	V.	Requirements & Expectations							
A - Enrollment of new participants may include individuals funded by other sources who are provided services by WIOA-funded staff.									
B - Must ONLY enroll and serve 100% out-of-school customers.									
C - Must receive prior approval from ARC to serve individuals under 16 years of age.									
D - Must receive prior approval from ARC to provide WEx longer than 12 weeks.									
E - "New" WEx Participants means Active WIOA participants that have started a WEx during that quarter.									
F - With the exception of number "III", performance outcomes shall be reported to the NextGen Committee as "Real-Time" outcomes. Though indicated under number "IV", In-Program Skills Gain shall also be reported as "Real-Time" outcomes.									
G - Failure to "MEET" expectations as indicated herein, may result in deduction of the Contractor's approved budget, program probation or cancellation of the Contract.									
H - "Real-Time" - No, delay in time period to measure performance indicators.									
"One Year Lag-Time" - One year delay in time period to measure performance indicators.									

City of Holly Springs/CFOCUS
07/01/2025

D-1

PERFORMANCE MEASURES/OBJECTIVES

REQUIRED PERFORMANCE:

The following Goals and Performance Measures will be used as the performance accountability system for services provided by the awarded WIOA Youth Contractor. Additional information related to the performances are included on “**Exhibit D**” of the Contract. The performance measures will be evaluated each quarter in program year 2025 (PY25) and outcomes will be reported to the NextGen Committee at their quarterly meetings.

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

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

Active Participants to Serve at Cost per – Establish to guide the number of participants (new – PY25 and carryover – PY24) to serve and the cost per to serve the participants in the Contractor’s WIOA Program.

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

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

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

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

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

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

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

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

WIOA Performance Measures (Federal). The “State Negotiated Level/Rates” are negotiated by ARC and the State for PY25 to assess the effectiveness of ARC in achieving positive outcomes for youth participants served in the WIOA Youth Program. The “Contractor Level/Rates” were established to guide the outcome of the services provided by the Contractor. The “Contractor Level/Rates” are slightly higher as to ensure that ARC/WorkSource Atlanta Regional “Meets” or “Exceeds” the “State Negotiated Level/Rates”.

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

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

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

WIOA “Lag-Time” Measure	Definition	State Negotiated Level/Rates	Contractor Level/Rates
Placement in Employment, Education, or Training – Employment 2 nd Quarter after Exit	Percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	78.8%	88.8%
Placement in Employment, Education, or Training – Employment 4 th Quarter after Exit	Percentage of program participants who are in education or training, or in unsubsidized employment during the fourth quarter after exit from the program.	71.0%	81.0%

Earnings after Entry into Unsubsidized (not paid through WIOA) Employment – Median Earning 2 nd Quarter after Exit.	Median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program	\$3,893	\$4,893
Credential Attainment Rate – Attainment within Four Quarters After Exit	Percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.	72.7%	82.7%
Measurable Skills Gains – In-Program “Real-Time”	Percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.	50.5%	60.5%
Outcome at Exit/EOS “Stand-In” Measure		Definition	Contractor Level/Rates
If School Dropout, Attain General Equivalent Diploma/ High School Diploma (GED/HSD)		Youth participants who were a school dropout at the time of WIOA enrollment who earned a diploma or its equivalent at exit.	85%
If HSD/GED Recipient, Attain Industry/WIOA Recognized Credential		Youth participants who have earned a recognized occupational credential or degree while in the program.	85%
Placement in Employment or Education or Advanced Training		Youth participants who are employed and/or are attending post- secondary education/advanced training at exit.	85%
Customer Satisfaction		Number of youth participants who indicate a positive customer service experience with the Contract’s organization and services provided.	90%

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

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

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

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

Compensation and Method of Payment

I. Compensation Information

- A. Compensation: In no event will the total compensation and/or reimbursement, if any, to be paid to the contractor under this contract exceed the sum of **\$147,629**. Contractor's invoices for payment will detail charges to be applied to each ARC funding source. In no event will charges applied to each funding source exceed the maximum amounts per funding source or be used before or after the start and ending dates for each funding source, as listed, and detailed on page E-4 and attached hereto and made a part of this contract.
- B. Authorized Expenditures: The amount of total compensation and/or reimbursement referred to in paragraph IA above, **\$147,629**, represents full funding of this contract, and is contingent upon such amount being made available to ARC by the Technical College System of Georgia – Workforce Development in the form of grant contract. At the time of execution of this contract, full funding may not be available. Therefore, the contractor is authorized to incur cost and seek reimbursement only up to a maximum total of **\$147,629**, as shown on page F-4:

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

II. Method of Payment:

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

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

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

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

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

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

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

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

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

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

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

No advances shall be made under this contract.

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

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

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

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

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

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

Cost Reimbursement Budget				
I. GENERAL INFORMATION				
Contractor Name: City of Holly Springs/Cherokee FOCUS				
Contract Number: _____				
Contract Period: July 1, 2025 - June 30, 2026				
Maximum Funds Available: \$ 147,629				
Funding Period Beginning	7/1/2025			
Funding Period Ending	6/30/2026			
II. BUDGET CATEGORIES	Youth Out of School 604CB			Total
A. General Youth Services				
1. Personnel Salaries	30,000			30,000
2. Personnel Benefits	2,295			2,295
3. Operations				-
4. Facilities				-
5. Participant Activities/Support	1,103			1,103
6. Other	83,151			83,151
Total General Youth Services	116,549	-		116,549
B. Work Experience				
1. Personnel Salaries	11,000			11,000
2. Personnel Benefits	842			842
3. Operations				-
4. Facilities				-
5. Participant Activities/Support	19,238			19,238
6. Other				-
Total Work Experience	31,080	-		31,080
Total	147,629	-		147,629
**PY 2025-2026 Budget Available				
	147,629	-		147,629

FIDELITY BONDING REQUIREMENTS

Fidelity bonding, or equivalent, as described in Paragraph 16 of this contract shall be:

- ☐ 1. \$100,000, or
- ☐ 2. An amount equal to the highest advance planned for the present contract period, or
- ☐ 3. An amount equal to the maximum possible invoice under the terms of this fixed unit priced contract, or
- ☒ 4. Contractor is a state or local government or a public agency which is exempt from bonding requirements under this contract.
- ☐ 5. No less than \$

*Please note that an increase in the contract budget may require an increase in bonding, or equivalent.

*The budget amount for the period(s) that have been financially monitored AND closed by ARC will not require bonding beyond that period. Bonding should still be maintained through the respective period.

*Where bonding is required, the contractor shall procure and present to ARC a copy of the fidelity bond, or equivalent, within 15 days from the execution of this contract. Failure to do so may result in postponement of contract until such bonding is procured, or cancellation of the contract. If a postponement to the contract is issued, no expenses shall be incurred or reimbursed during the period of postponement.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.M.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Temporary Advance for Intergovernmental Receivable from the Atlanta Regional Commission (ARC) Workforce Innovation and Opportunity Act (WIOA) Youth Services Contract (042527).

EXECUTIVE SUMMARY:

Due to the ongoing federal government shutdown, the normal processing and reimbursement timelines for intergovernmental receivables may be delayed. This advance would be to avoid disruption of services or programs supported by Cherokee FOCUS. The reimbursement will be processed once the federal operations resume and funding is restored.

IS THIS A BUDGETED ITEM?

FUNDING SOURCE:

FISCAL IMPACT:

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval of the temporary advance for intergovernmental receivables.

CONCURRENCES:

ITEM REPORT

AGENDA ITEM NUMBER: VIII.N.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

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

EXECUTIVE SUMMARY:

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

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

Expenses, minus police, will be paid for by sponsorships from the Holly Springs Optimist Club.

ATTACHMENTS:

1. Special Event Permit Application_Christmas Parade 2025

RECOMMENDATION:

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

CONCURRENCES:

Communications & External Affairs
City Manager



Special Event Permit Application

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

FOR OFFICE USE ONLY

Permit Issue Date: _____

Permit Number: _____

Sponsoring Organization Information

Name of Group/Organization: Holly Springs Optimist Club

Phone #: 770-721-6450

Website: hollyspringsoptimistclub.org

Address: _____

City, State & Zip: Holly Springs, GA 30115

Organization Contact Information

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

Event Contact Person: Debbie Rabjohn for Optimist Club / Erin Honea for COHS

Cell #: 678-371-1656

Email: ehonea@hollyspringsga.us

Address: PO Box 990

City, State & Zip: Holly Springs, GA 30115

Event Information

Event Name: Holly Jolly Christmas Parade

Event Date(s): December 13, 2025

Event Start & Finish Time: 11:00 AM

Time Set-up Begins: 9:00 AM Time Clean-up Should Be Complete: 2:00 PM

Estimated Number of Attendees: 500

Estimated Number of Event Workers/Volunteers: 10

Type of Event

☐ Athletic Event

☐ Block/Street Party

☐ Cycling Event

☐ Exhibition

☐ Festival

☐ March/Demonstration

☐ Merchant Fair/Craft Show

☒ Parade*

☐ Rally/Assembly

☐ Road Race*

☐ Wedding

☐ Other _____

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

Purpose of Event: ☐ Charity ☐ Fundraiser ☐ Entertainment ☐ Education ☒ Other: community event
Check all that apply.

Location of event: Holly Springs Pkwy. from Mountain Brook Dr. to Town Center

This event use or require the following: ☐ Use of public property ☐ Food/alcohol vendors*
Check all that apply.

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

Will there be musical entertainment? ☒ Yes ☐ No

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

If yes, please state: # of bands: _____ Type of music: family-friendly DJ _____

Will there be sound amplified entertainment? ☒ Yes ☐ No

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

Please describe sound equipment that will be used:

microphone and speakers operated by DJs

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

If yes, please describe: _____

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

If yes, please describe: _____

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

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

If yes, please describe: _____

Will there be any items sold? ☐ Yes ☒ No

If yes, please describe: _____

How close are the nearest residences? _____

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

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

Will there be alcohol? ☐ Yes ☒ No

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

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

Liability Insurer: _____

Policy Number: _____ Liability Limit \$ _____

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

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

Parade route: Begin at Holly Springs Pkwy. at Mountain Brook Dr. Continue south on Holly Springs Pkwy., turn left on Hickory Rd. right on to Palm St. left on Betty Barrett Way through the roundabout, ending at the Town Center Project site for breakdown.

Traffic control will be provided by HSPD. After-parade activities will take place at the Depot.

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

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

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

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

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

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

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

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

Erin Honea

Signature of Event Contact Person

10/12/2025

Date

FOR OFFICE USE ONLY

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

☐ Approved ☐ Denied

City Clerk: _____ Date _____

Comments: _____

☐ Approved ☐ Denied

Police Chief: _____ Date _____

Comments: _____

☐ Approved ☐ Denied

City Manager: _____ Date _____

Comments: _____



Special Event Permit Application

City of Holly Springs

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

FOR OFFICE USE ONLY

Permit Issue Date: _____

Permit Number: _____

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

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

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

Please provide a timeline of your parade:

Setup begins at: 9:00 AM

Sign-in/On-site registration begins at: community event

Parade begins at: 11:00 AM

Parade finishes at: 11:45 AM

Event cleanup complete at: 2:00 PM

Number of participants expected: _____

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

List of Vendors:

Honeysuckle Bakery (giving out cupcakes and hot chocolate for free at Depot)

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

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

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

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

ITEM REPORT

AGENDA ITEM NUMBER: VIII.O.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

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

EXECUTIVE SUMMARY:

This agreement is for Santa services for the upcoming Christmas parade on December 13, 2025. Jolly Ole St. John LLC has agreed to provide Santa services for the event to include participating in the Christmas parade, providing a car and driver for the parade, and will attend after-parade activities at the Depot, including taking photographs with guests.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

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

ATTACHMENTS:

1. Jolly Ole St. John contract

RECOMMENDATION:

The staff recommendation is approval of the agreement.

CONCURRENCES:

Communications & External Affairs
Finance & Administration

This Agreement is amended on this September 29, 2025 by and between

Client Name: City of Holly Springs
Phone: 770-345-5536
Email: Ehonea@hollyspringsga.us

Entertainer Name: Santa Norm with Jolly
Ole St. John LLC
Phone: 770-855-9071
Email: Normvisger@gmail.com

Event Details:

- **Event Date:** December 13, 2025
- **Event Time:** 10:30am - 2:00 pm
- **Event Location:** 164 Hickory Rd. Holly Springs, GA 30115
- **Expectations from Santa:** Christmas Parade and pictures with Santa and Mrs. Claus after the parade.

1. Booking and Payment Terms

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

2. Cancellation Policy

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

3. Suit Damage

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

4. Liability

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

5. Agreement Modifications

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

6. Governing Law

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

7. Acceptance of Terms

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

8. Pets / Animals

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

Client Signature: _____

Date: _____

Entertainer Signature: _____

Date: 9/30/2025

Signed by:
Santa Norm Seger
06B6BC092FAD40D...

ITEM REPORT

AGENDA ITEM NUMBER: VIII.P.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: November 17, 2025

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Health Insurance effective January 1, 2026 with Cigna Healthcare for the medical, dental, and vision coverage.

EXECUTIVE SUMMARY:

The current health insurance policy is set to expire on December 31, 2025. Negotiations with Cigna resulted in a 22.5% increase over the current rates on the medical premiums, with no changes to the plan.

For the dental renewal, Cigna issued an 8.8% increase over the current rates, also with no changes to the plan.

The vision plan is currently under a rate guarantee, so there will be no rate increase or changes to the plan.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

Approximately \$1,507,368 for medical and approximately \$48,148 for dental.

ATTACHMENTS:

1. Health Insurance Renewal Resolution

RECOMMENDATION:

The staff recommendation is approval of the renewal of the Health Insurance effective January 1, 2026 with Cigna Healthcare for the medical, dental, and vision coverage.

CONCURRENCES:

Finance and Administration

A RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA AUTHORIZING THE RENEWAL OF HEALTH INSURANCE EFFECTIVE JANUARY 1, 2026 WITH CIGNA HEALTHCARE FOR THE MEDICAL, DENTAL AND VISION COVERAGE

WHEREAS, the City Council of the City of Holly Springs desires to renew its health insurance coverage with Cigna Healthcare for the medical, dental, and vision plans for the plan year starting January 1, 2026, and ending December 31, 2026;

WHEREAS, it is the desire of the City Council to renew the Cigna Open Access Plus Plan OAP Base plan as the base medical plan;

WHEREAS, it is the desire of the City Council to renew the Cigna Open Access Plus Plan OAP Buy-Up plan as the buy-up option;

WHEREAS, it is the desire of the City Council to renew the Cigna Q5 DPPO \$1000/Ortho plan as the dental plan;

WHEREAS, it is the desire of the City Council to renew the Cigna C1-Standard PPO Comprehensive Plan as the vision plan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Holly Springs, Georgia, to:

1. Renew with Cigna Healthcare for the medical, dental, and vision coverage for Plan Year January 1, 2026, through December 31, 2026.
2. Renew the Cigna Open Access Plus Plan OAP Base plan as the base plan.
3. Renew the Cigna Open Access Plus Plan OAP Buy-Up plan as the buy-up option plan.
4. Renew the Cigna Q5 DPPO \$1000/Ortho plan as the dental plan.
5. Renew the Cigna C1-Standard PPO Comprehensive Plan as the vision plan.
6. Authorize the Assistant City Manager/City Clerk to execute the necessary documents pertaining to these matters.

This Resolution is adopted on this 6th day of November 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.Q.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: November 17, 2025

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia authorizing the renewal of the Supplemental Insurance effective January 1, 2026 with The Standard Insurance Company for Basic Life and Accidental Death & Dismemberment (AD&D) Insurance, voluntary life insurance, short-term disability, long-term disability, voluntary accident insurance, and voluntary critical illness insurance plans.

EXECUTIVE SUMMARY:

The current supplemental insurance plans are set to expire on December 31, 2025. These lines of coverage are under a rate guarantee, so there are no rate increases or plan changes.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

Approximately \$40,150 for the Long-Term Disability and approximately \$10,000 for the Basic Life and Accidental Death & Dismemberment (AD&D) Insurance.

ATTACHMENTS:

1. Supplemental Insurance Renewal Resolution

RECOMMENDATION:

The staff recommendation is approval of the renewal of the Supplemental Insurance with

The Standard Insurance Company.

CONCURRENCES:

Finance and Administration

A RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA AUTHORIZING THE RENEWAL OF SUPPLEMENTAL INSURANCE EFFECTIVE JANUARY 1, 2026 WITH THE STANDARD INSURANCE COMPANY FOR THE BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE, VOLUNTARY LIFE INSURANCE, SHORT-TERM DISABILITY, LONG-TERM DISABILITY, VOLUNTARY ACCIDENT INSURANCE, AND VOLUNTARY CRITICAL ILLNESS INSURANCE.

WHEREAS, the City Council of the City of Holly Springs desires to renew its insurance coverage with The Standard Insurance Company for the Basic Life and Accidental Death & Dismemberment (AD&D) Insurance, voluntary life insurance, short-term disability, long-term disability, voluntary accident insurance, and voluntary critical illness insurance plans for the plan year starting January 1, 2026, and ending December 31, 2026;

WHEREAS, it is the desire of the City Council to renew the Basic Life and AD&D Insurance plan;

WHEREAS, it is the desire of the City Council to renew the Voluntary Life Insurance plan;

WHEREAS, it is the desire of the City Council to renew the Short-Term Disability and Long-Term Disability plans;

WHEREAS, it is the desire of the City Council to renew the Voluntary Accident Insurance plan;

WHEREAS, it is the desire of the City Council to renew the Voluntary Critical Illness Insurance plan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Holly Springs, Georgia, to:

1. Renew with The Standard Insurance Company for the Basic Life and Accidental Death & Dismemberment (AD&D) Insurance, voluntary life insurance, short-term disability, long-term disability, voluntary accident insurance, and voluntary critical illness insurance plans for the plan year starting January 1, 2026, and ending December 31, 2026.
2. Renew the Basic Life and AD&D Insurance plan.

3. Renew the Voluntary Life Insurance plan.
4. Renew the Short-Term Disability and Long-Term Disability plans.
5. Renew the Voluntary Accident Insurance plan.
6. Renew the Voluntary Critical Illness Insurance plan
7. Authorize the Assistant City Manager/City Clerk to execute the necessary documents pertaining to these matters.

This Resolution is adopted on this 6th day of November 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.R.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: November 17, 2025

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia, authorizing the renewal of the coverage effective January 1, 2026, with Medcom for the Health Reimbursement Arrangement (HRA), Medical Flexible Spending Account (FSA), and the COBRA administration.

EXECUTIVE SUMMARY:

The current coverage is set to expire on December 31, 2025. These lines of coverage are under a rate guarantee, so there are no rate increases or plan changes.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

Approximately \$3,150.

ATTACHMENTS:

1. Medcom Renewal Resolution

RECOMMENDATION:

The staff recommendation is approval of the renewal of the insurance with Medcom.

CONCURRENCES:

**A RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA
AUTHORIZING THE RENEWAL OF THE COVERAGE EFFECTIVE
JANUARY 1, 2026 WITH MEDCOM FOR THE HEALTH REIMBURSEMENT
ARRANGEMENT (HRA); MEDICAL FLEXIBLE SPENDING ACCOUNT; THE
COBRA ADMINISTRATION CONTRACT.**

WHEREAS, the City Council of the City of Holly Springs desires to renew its coverage with Medcom for the Health Reimbursement Arrangement (HRA), the Flexible Spending Account (FSA) and the COBRA administration contract for the plan year starting January 1, 2026, and ending December 31, 2026;

WHEREAS, it is the desire of the City Council to renew the Health Reimbursement Arrangement (HRA) to reimburse the last \$250 of the eligible participant's deductible;

WHEREAS, it is the desire of the City Council to renew the Medical Flexible Spending Account (FSA) and to allow eligible participants to set aside up to the annual maximum of \$3,400 and to carry over up to \$680;

WHEREAS, it is the desire of the City Council to renew the COBRA administration contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Holly Springs, Georgia, to:

1. Renew with Medcom for the Health Reimbursement Arrangement (HRA), the Flexible Spending Account (FSA) and the COBRA administration contract for the plan year starting January 1, 2026, and ending December 31, 2026.
2. Renew the Health Reimbursement Arrangement (HRA) to reimburse the last \$250 of the eligible participant's deductible.
3. Renew the Medical Flexible Spending Account (FSA) and allow participants to set aside up to the annual maximum of \$3,400 and to carry over up to \$680.
4. Renew the COBRA administration contract.
5. Authorize the Assistant City Manager/City Clerk to execute the necessary documents pertaining to these matters.

This Resolution is adopted on this 6th day of November 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.S.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Bond Release for Performance Bonds #1001028360, #1001028361, and #1001177722, and Maintenance Bonds #1001028358, #1001028359, and #1001177723 for Edgewater Subdivision Phase 5.

EXECUTIVE SUMMARY:

The following bonds have been requested for release:

Development	Type	Number	Amount
Edgewater Subdivision Phase 5	Maintenance	1001028358	\$69,412.00
Edgewater Subdivision Phase 5	Maintenance	1001028359	\$38,374.00
Edgewater Subdivision Phase 5	Performance	1001028360	\$239,833.00
Edgewater Subdivision Phase 5	Performance	1001028361	\$433,824.00
Edgewater Subdivision Phase 5	Performance	1001177722	\$114,704.38
Edgewater Subdivision Phase 5	Maintenance	1001177723	\$67,589.30

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval of the release of the bonds.

CONCURRENCES:

City Manager

City Engineer

ITEM REPORT

AGENDA ITEM NUMBER: VIII.T.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Resolution to accept and authorize streets to become publicly maintained in Edgewater Subdivision-Phase 5.

EXECUTIVE SUMMARY:

The following streets within Edgewater Subdivision-Phase 5 have been requested for acceptance by the City:

Subdivision	Street Name	Length (Linear ft.)
Edgewater-Phase 5	Levi Farms Lane	955
Edgewater-Phase 5	Mason Knoll Drive	926
Edgewater-Phase 5	Stoneview Drive	463

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution and Exhibit A

RECOMMENDATION:

The staff recommendation is approval of the request.

CONCURRENCES:

City Manager

City Engineer

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO ACCEPT AND AUTHORIZE STREETS TO BECOME PUBLICLY MAINTAINED STREETS

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance of streets for maintenance purposes; and

WHEREAS, the below mentioned streets are located within the corporate limits of the City of Holly Springs; and

WHEREAS, the below-mentioned streets have been constructed and inspected in accordance with the standard specification and details; and

WHEREAS, the below-mentioned streets, as shown on the attached map, Exhibit “A”, be placed upon the Municipal Street System as municipally-maintained streets; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following streets, substantially as set forth in Exhibit “A” attached hereto and located within Edgewater Subdivision-Phase 5, to become publicly maintained streets:

Subdivision	Road	Linear Feet
Edgewater-Phase 5	Levi Farms Lane	955
Edgewater-Phase 5	Mason Knoll Drive	926
Edgewater-Phase 5	Stoneview Drive	463

This Resolution is adopted this 17th day of November, 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit A

FIRE HYDRANT INFO CHART					
#	NAME	LOCATION	SN	STATIC PRESSURE	RESIDUAL PRESSURE
1	STATION 1A	STATION 1A	1,500	120 PSI	80 PSI
2	STATION 2A	STATION 2A	1,454	120 PSI	80 PSI
3	STATION 3A	STATION 3A	1,444	115 PSI	80 PSI

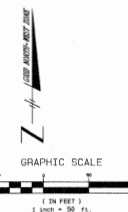
CENTERLINE CURVE DATA				
LINE	ARC	CHORD BEARING	CHORD	RADIUS
CL-1	135.25	N25°25'25"W	133.44	150.00
CL-2	22.58	S42°55'37"W	55.35	200.00
CL-3	150.00	N28°34'28"W	98.39	260.00
CL-4	140.98	N74°54'45"E	137.93	260.00
CL-5	203.21	S74°45'25"E	213.73	400.00

LINE	BEARING	DISTANCE
L-1	N08°54'36" W	6.56'
L-2	N09°08'21" N	24.12'
L-3	N22°01'43" W	123.51'
L-4	N67°53'48" W	55.82'
L-5	N42°58'00" W	28.00'

Year	Temperature (°C)	pH	Dissolved oxygen (mg/L)	Total dissolved solids (mg/L)	Total suspended solids (mg/L)	Ammonia nitrogen (mg/L)	Nitrite nitrogen (mg/L)	Nitrate nitrogen (mg/L)	Phosphate (mg/L)	Sulfate (mg/L)	Chloride (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Hardness (mg/L)
1978	18.5 (1.2)	7.8 (0.5)	6.5 (1.5)	120 (20)	150 (30)	0.5 (0.2)	0.1 (0.05)	1.0 (0.5)	0.5 (0.2)	100 (20)	150 (30)	100 (20)	50 (10)	200 (40)
1979	19.0 (1.5)	7.5 (0.4)	6.8 (1.6)	110 (18)	140 (25)	0.4 (0.1)	0.1 (0.04)	0.9 (0.4)	0.4 (0.1)	90 (18)	140 (25)	90 (18)	45 (9)	180 (35)
1980	18.8 (1.3)	7.6 (0.5)	6.6 (1.4)	130 (22)	160 (32)	0.6 (0.2)	0.1 (0.05)	1.1 (0.6)	0.5 (0.2)	110 (22)	160 (32)	110 (22)	55 (11)	220 (45)
1981	19.2 (1.4)	7.4 (0.4)	6.9 (1.7)	100 (16)	130 (24)	0.3 (0.1)	0.1 (0.04)	0.8 (0.3)	0.4 (0.1)	80 (16)	130 (24)	80 (16)	40 (8)	160 (32)
1982	18.6 (1.1)	7.7 (0.5)	6.7 (1.5)	140 (24)	170 (34)	0.7 (0.2)	0.1 (0.05)	1.2 (0.7)	0.6 (0.2)	140 (24)	170 (34)	140 (24)	60 (12)	240 (48)
1983	19.1 (1.6)	7.3 (0.4)	7.0 (1.8)	90 (14)	120 (22)	0.2 (0.1)	0.1 (0.03)	0.7 (0.2)	0.3 (0.1)	70 (14)	120 (22)	70 (14)	35 (7)	140 (28)
1984	18.9 (1.2)	7.6 (0.5)	6.6 (1.4)	150 (26)	180 (36)	0.8 (0.3)	0.1 (0.05)	1.3 (0.8)	0.7 (0.3)	150 (26)	180 (36)	150 (26)	70 (14)	280 (56)
1985	19.3 (1.5)	7.4 (0.4)	6.9 (1.7)	110 (18)	140 (25)	0.4 (0.1)	0.1 (0.04)	0.9 (0.4)	0.4 (0.1)	110 (18)	140 (25)	110 (18)	50 (10)	200 (40)
1986	18.7 (1.1)	7.7 (0.5)	6.7 (1.5)	130 (22)	160 (32)	0.6 (0.2)	0.1 (0.05)	1.1 (0.6)	0.5 (0.2)	130 (22)	160 (32)	130 (22)	60 (12)	240 (48)
1987	19.0 (1.4)	7.5 (0.4)	6.8 (1.6)	100 (16)	130 (24)	0.3 (0.1)	0.1 (0.04)	0.8 (0.3)	0.4 (0.1)	100 (16)	130 (24)	100 (16)	45 (9)	180 (35)
1988	18.8 (1.3)	7.6 (0.5)	6.6 (1.4)	140 (24)	170 (34)	0.7 (0.2)	0.1 (0.05)	1.2 (0.7)	0.6 (0.2)	140 (24)	170 (34)	140 (24)	60 (12)	240 (48)
1989	19.2 (1.5)	7.4 (0.4)	6.9 (1.7)	110 (18)	140 (25)	0.4 (0.1)	0.1 (0.04)	0.9 (0.4)	0.4 (0.1)	110 (18)	140 (25)	110 (18)	50 (10)	200 (40)
1990	18.6 (1.1)	7.7 (0.5)	6.7 (1.5)	150 (26)	180 (36)	0.8 (0.3)	0.1 (0.05)	1.3 (0.8)	0.7 (0.3)	150 (26)	180 (36)	150 (26)	70 (14)	280 (56)
1991	19.1 (1.6)	7.3 (0.4)	7.0 (1.8)	90 (14)	120 (22)	0.2 (0.1)	0.1 (0.03)	0.7 (0.2)	0.3 (0.1)	70 (14)	120 (22)	70 (14)	35 (7)	140 (28)
1992	18.9 (1.2)	7.6 (0.5)	6.6 (1.4)	130 (22)	160 (32)	0.6 (0.2)	0.1 (0.05)	1.1 (0.6)	0.5 (0.2)	130 (22)	160 (32)	130 (22)	60 (12)	240 (48)
1993	19.3 (1.5)	7.4 (0.4)	6.9 (1.7)	110 (18)	140 (25)	0.4 (0.1)	0.1 (0.04)	0.9 (0.4)	0.4 (0.1)	110 (18)	140 (25)	110 (18)	50 (10)	200 (40)
1994	18.7 (1.1)	7.7 (0.5)	6.7 (1.5)	140 (24)	170 (34)	0.7 (0.2)	0.1 (0.05)	1.2 (0.7)	0.6 (0.2)	140 (24)	170 (34)	140 (24)	60 (12)	240 (48)
1995	19.0 (1.4)	7.5 (0.4)	6.8 (1.6)	100 (16)	130 (24)	0.3 (0.1)	0.1 (0.04)	0.8 (0.3)	0.4 (0.1)	100 (16)	130 (24)	100 (16)	45 (9)	180 (35)
1996	18.8 (1.3)	7.6 (0.5)	6.6 (1.4)	150 (26)	180 (36)	0.8 (0.3)	0.1 (0.05)	1.3 (0.8)	0.7 (0.3)	150 (26)	180 (36)	150 (26)	70 (14)	280 (56)
1997	19.2 (1.5)	7.4 (0.4)	6.9 (1.7)	110 (18)	140 (25)	0.4 (0.1)	0.1 (0.04)	0.9 (0.4)	0.4 (0.1)	110 (18)	140 (25)	110 (18)	50 (10)	200 (40)
1998	18.6 (1.1)	7.7 (0.5)	6.7 (1.5)	130 (22)	160 (32)	0.6 (0.2)	0.1 (0.05)	1.1 (0.6)	0.5 (0.2)	130 (22)	160 (32)	130 (22)	60 (12)	240 (48)

L7	H69	22	47.8	41.50
L8	M5	49	40.8	46.27
L9	H25	53	37.5	44.44
L10	N20	21	13.9	73.30
L11	N60	50	11.9	76.53
L12	N65	48	5.1	17.77
L13	H44	55	4.3	43.22
L14	N31	123	0.8	3.22
L15	M85	103	20.2	38.35
L16	H55	79	48.5	81.58
L17	N22	55	34.6	16.31
L18	H57	103	52.9	74.44
L19	M80	192	0.9	30.49
L20	S03	343	4.5	20.62
L21	S55	748	50.6	120.42
L22	S02	192	39.5	38.25
L23	N77	149	28.5	64.02
L24	S45	143	13.5	57.31
L25	S84	726	45.2	123.05

LIST	AREA	Σ
150	57777	0.2810
150	13400	0.3618
204	14632	0.3768
204	12788	0.3136
204	8716	0.2583
207	9224	0.2570
248	10300	0.2295
248	10150	0.2262
248	11480	0.3708
251	10550	0.2262
251	11024	0.2685
252	7938	0.1815
252	8224	0.1862
252	8100	0.1852
258	8937	0.1928
257	8761	0.1907
258	8700	0.1878
258	8916	0.1922
258	8848	0.1917
258	8620	0.1869
258	8616	0.1876
258	8600	0.1874

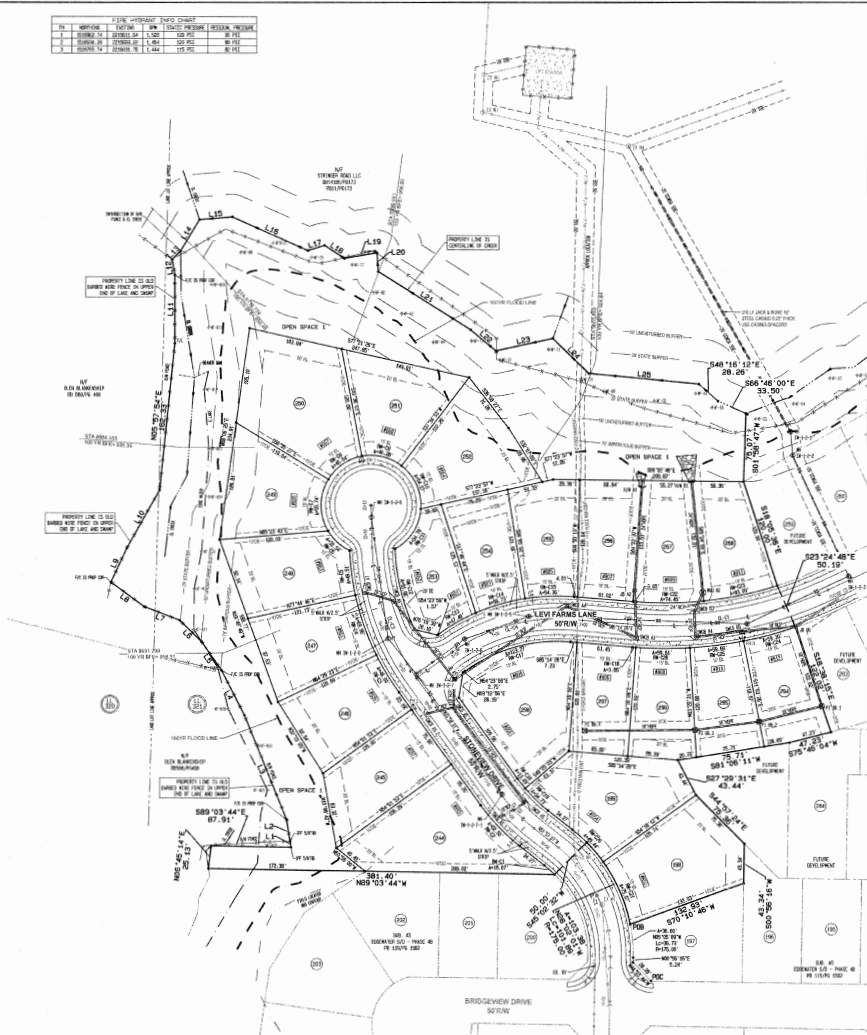


CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAN IS APPROVED FOR RECORDING.

[Signature] 8-18-2023

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY DATE



FINAL PLAT OF
EDGEWATER SUBDIVISION
PHASE 5A
LOCATED IN
LAND LOTS 320 & 321 - 15TH DISTRICT - 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1.	06/20/92	JMT	ADDRESS CITY COMMENTS.
2.	06/20/92	JMT	ADDRESS CITY COMMENTS.

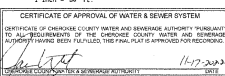
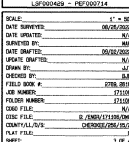


WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1345 OLD 41 HWY NW STE 225
MARINETTA, GEORGIA 30060
PHONE: 770/264-5375
FAX: 770/264-5375
TELEX: WENHCR CH
LSP000429 - PF200714

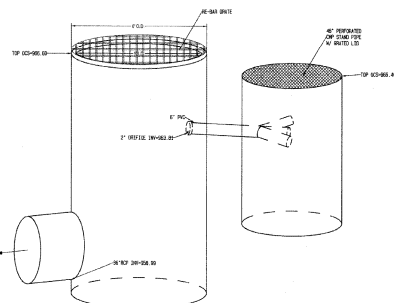
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DATE UPDATED: N/A
SURVEYED BY: NMS
DATE DRAWN: 04/25/2003
UPDATE DRAWN: N/A
DRAWN BY: NMS
CHECKED BY: NMS
FIELD BOOK NO.: 7810
BY NUMBER: 171105
FIELD NUMBER: 171105
JOB FILE NO.:
JOB FILE: S:\DATA\171105.DWG
DRAWN BY FILE: CHENGGD\171105.DWG
PLOT FILE:
PLOT:
PLOT:

FIRE HYDRANT INFO CHART					
Pos	NORTHING	EASTING	SPR	STATIC PRESSURE	RESIDUAL PRESSURE
4	050305.08	201604.97	1.454	115 PSI	08 PSI
5	050304.73	201605.80	1.581	520 PSI	08 PSI
6	050308.28	201605.05	1.434	115 PSI	03 PSI
7	050307.14	201605.72	1.543	320 PSI	79 PSI
8	050303.58	201606.06	1.460	115 PSI	03 PSI

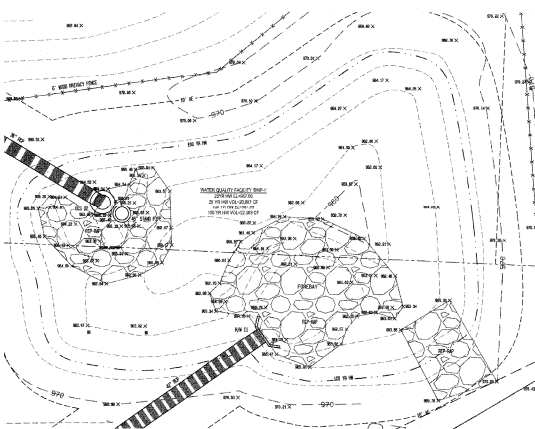
LINE	MEASING	DISTANCE
00-11	N72°30'30"E	63.63
00-12	N65°31'18"E	127.66
00-13	S34°49'20"E	87.80
00-14	N08°03'44"W	35.35
00-15	S44°03'44"W	28.28
00-16	N00°06'16"E	30.00
00-17	N08°03'44"W	50.00
00-18	S00°06'16"E	30.00
00-19	S45°06'16"E	28.28
70-1	N00°03'44"W	30.00



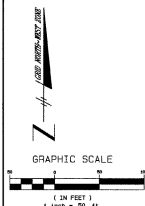
LINE	BEARING	DISTANCE
L1	N69°58'46"E	51.45
L2	N87°01'26"E	24.08
L3	N87°01'26"E	24.08
L4	N53°39'44"E	47.26
L5	N53°39'44"E	47.26
L6	N48°18'40"E	38.48
L7	N44°54'29"E	39.88
L8	N44°54'29"E	39.88
L9	N30°44'27"E	31.11
L10	N30°44'27"E	31.11
L11	N39°50'40"E	37.35
L12	N39°50'40"E	37.35
L13	N26°56'17"E	51.11
L14	N26°56'17"E	51.11
L15	N26°56'17"E	51.11
L16	N50°50'02"E	51.11
L17	N50°50'02"E	51.11
L18	N13°24'44"E	20.02
L19	N13°24'44"E	20.02
L20	N13°24'44"E	20.02
L21	N13°24'44"E	20.02
L22	N13°24'44"E	20.02
L23	N13°24'44"E	20.02
L24	N46°42'24"E	31.35
L25	N46°42'24"E	31.35
L26	N46°42'24"E	31.35
L27	N50°54'31"E	62.88
L28	N50°54'31"E	62.88
L29	N73°51'45"E	12.73
L30	N73°51'45"E	12.73
L31	N41°14'41"E	19.00
L32	N41°14'41"E	19.00
L33	N46°24'35"E	19.00
L34	N46°24'35"E	19.00
L35	N46°24'35"E	19.00
L36	N46°24'35"E	19.00
L37	N46°24'35"E	19.00
L38	N46°24'35"E	19.00
L39	N29°15'15"E	17.20
L40	N29°15'15"E	17.20
L41	N29°15'15"E	17.20
L42	N29°15'15"E	17.20
L43	N29°15'15"E	17.20
L44	N29°15'15"E	17.20
L45	N29°15'15"E	17.20
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L87	N29°15'15"E	17.20
L88	N29°15'15"E	17.20
L89	N29°15'15"E	17.20
L90	N29°15'15"E	17.20
L91	N29°15'15"E	17.20
L92	N29°15'15"E	17.20
L93	N29°15'15"E	17.20
L94	N29°15'15"E	17.20
L95	N29°15'15"E	17.20
L96	N29°15'15"E	17.20
L97	N29°15'15"E	17.20
L98	N29°15'15"E	17.20
L99	N29°15'15"E	17.20
L100	N29°15'15"E	17.20



OCS DETAIL
N.T.S.



WATER QUALITY FACILITY DETAIL
1" = 10'

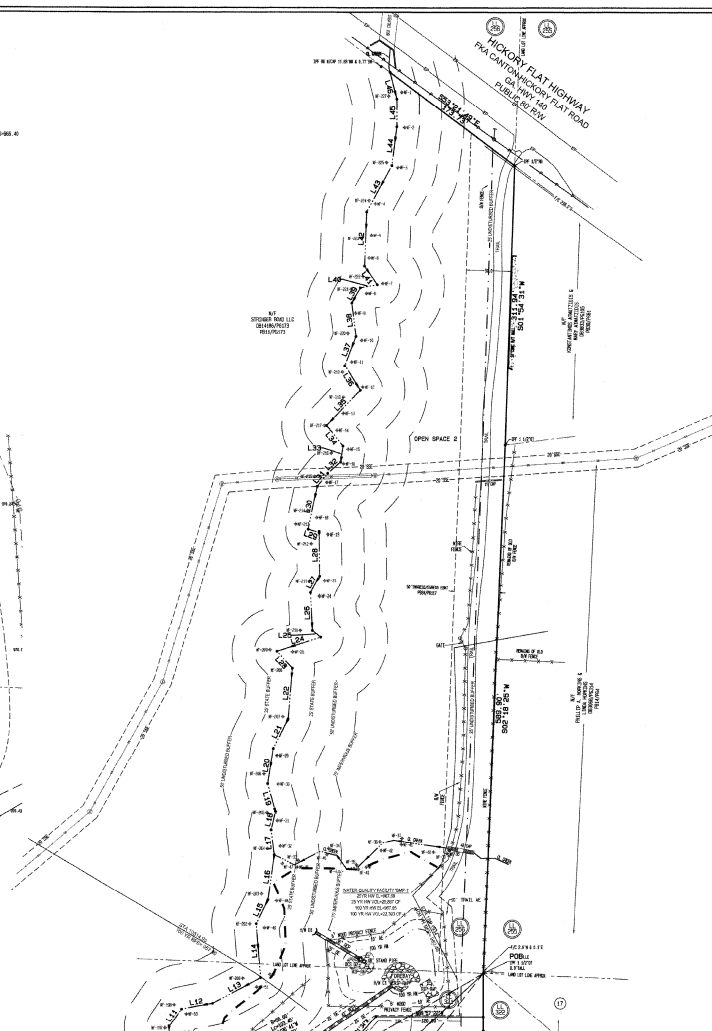


CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAN IS APPROVED FOR RECORD."

[Signature] 11-17-2023

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY DATE



FINAL PLAT OF
EDGEWATER SUBDIVISION
PHASE 5B

LOCATED IN
LAND LOTS 256 & 321 ~ 15TH DISTRICT ~ 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	10/18/20	JAT	ADDRESS CITY COMMENTS



WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (770) 334-6180
FAX: (770) 334-6870
WWW.WBENG.COM
L3-020426 - P2700714

SCALE:	1" = 50'
DATE SURVEYED:	09/26/2020
DATE UPDATED:	N/A
SURVEYED BY:	RM
DATE DRAFTED:	09/01/2020
UPDATE DRAFTED:	
DRAWN BY:	JAT
CHECKED BY:	SL
FIELD BOOK #:	2706
JOB NUMBER:	17100
FOLDER NUMBER:	17100
COGO FILE:	N/A
DISC FILE:	D:\2020\17100\2020
COMM/VALL/VAL:	CHECKED/09/25/20
PLAT FILE:	
DEPT:	4 OF 6

ITEM REPORT

AGENDA ITEM NUMBER: VIII.U.



FROM: Nancy Moon, Community Development Director

MEETING DATE: November 17, 2025

AGENDA ITEM: Bond Release for Maintenance Bonds #LICX1216532, #LICX1216534, and #LICX1978515 for Province Subdivision.

EXECUTIVE SUMMARY:

The following bonds have been requested for release:

Development	Type	Number	Amount
Province Subdivision	Maintenance	LICX1216532	\$20,000
Province Subdivision	Maintenance	LICX1216534	\$5,000
Province Subdivision	Maintenance	LICX1978515	\$96,786

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval of the release of the bonds.

CONCURRENCES:

City Manager

City Engineer

ITEM REPORT

AGENDA ITEM NUMBER: VIII.V.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 17, 2025

AGENDA ITEM: Resolution to accept and authorize streets to become publicly maintained in Province Subdivision.

EXECUTIVE SUMMARY:

The following streets within Province Subdivision have been requested for acceptance by the City:

Subdivision	Street Name	Length (Linear ft.)
Province	Province Park Drive	642
Province	Carys Court	173

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution and Exhibit A

RECOMMENDATION:

The staff recommendation is approval of the request.

CONCURRENCES:

City Manager

City Engineer

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO ACCEPT AND AUTHORIZE STREETS TO BECOME PUBLICLY MAINTAINED STREETS

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance of streets for maintenance purposes; and

WHEREAS, the below mentioned streets are located within the corporate limits of the City of Holly Springs; and

WHEREAS, the below-mentioned streets have been constructed and inspected in accordance with the standard specification and details; and

WHEREAS, the below-mentioned streets, as shown on the attached map, Exhibit “A”, be placed upon the Municipal Street System as municipally-maintained streets; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following streets, substantially as set forth in Exhibit “A” attached hereto and located within Province Subdivision, to become publicly maintained streets:

Subdivision	Road	Linear Feet
Province	Province Park Drive	642
Province	Carys Court	173

This Resolution is adopted this 17th day of November, 2025.

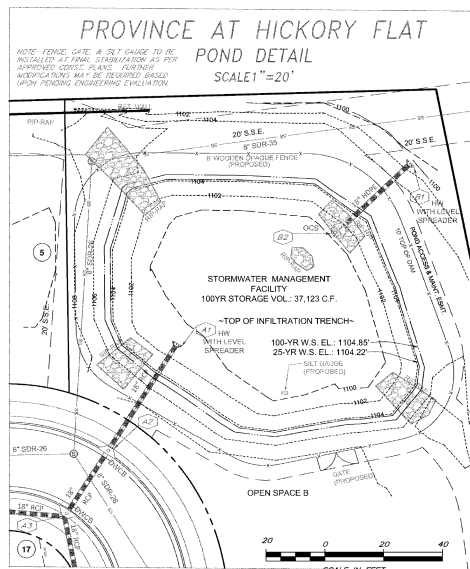
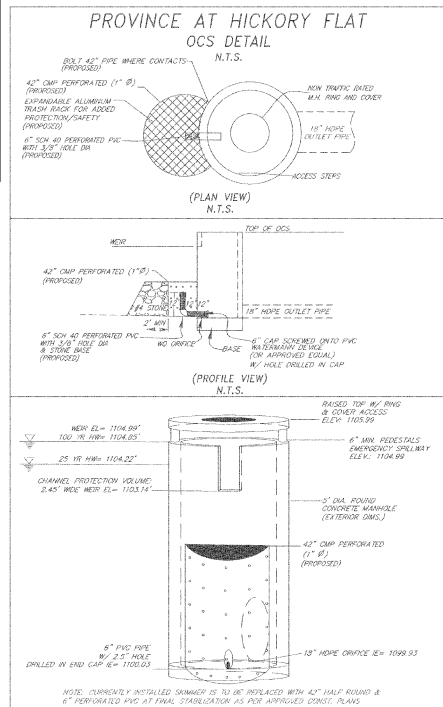
CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

FIRE HYDRANT AS-BUILT DATA	
FH#1	
N=1526535.500	
E=220637.305	
STATIC: 65 PSI	
RESIDUAL: 60 PSI	
FLOW: 1300 GPM	
FH#2	
N=1526722.322	
E=2211162.759	
STATIC: 70 PSI	
RESIDUAL: 60 PSI	
FLOW: 1300 GPM	
FH#3	
N=1526605.860	
E=221061.377	
STATIC: 70 PSI	
RESIDUAL: 60 PSI	
FLOW: 1300 GPM	
FH#4	
N=1526558.310	
E=2211195.007	
STATIC: 70 PSI	
RESIDUAL: 60 PSI	
FLOW: 1300 GPM	

[illegible]

ABBREVIATION LEGEND	
SE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
RF	REARY FORD
CTFF	COMPT TOP PIPE FOUND
OTFF	OPEN TOP PIPE FOUND
BOL	BUILDING SETBACK LINE
SYMBOL LEGEND	
	EXISTING MANHOLE
	EXISTING FLARED END SECTION
	EXISTING SINGLE WING CATCH BASIN
	EXISTING DOUBLE WING CATCH BASIN
	EXISTING PEDISTAL INLET
	EXISTING JUNCTION BOX
	EXISTING GFI INLET
	EXISTING FIRE HYDRANT
	EXISTING VALVE
	EXISTING WATER METER
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER CLEANOUT
	IRON PIN SET (FOUND TYPE NOTED)
	CONCRETE MONUMENT FOUND (CCMF)
LINE LEGEND	
	SANITARY SEWER
	DRAINAGE
	ACCESS
	RETAINING WALL
	MAINTENANCE
	SANITARY SEWER MAIN
SIGN LEGEND	
	R-1
	DRAINAGE EASEMENT
	FOND ACCESS & MAINTENANCE EASEMENT
	RETAINING WALL ACCESS & MAINTENANCE EASEMENT
	SANITARY SEWER EASEMENT

PREPARED IN THE OFFICE OF



**GASKINS
+ LECRAW**

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147 REINHARDT COLLEGE PKWY
SUITE 3
CANTON, GA 30114
PHONE - 770.479.9608
FAX - 770.479.7943
www.gaskinsleecraw.com

REVISIONS:							
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FINAL PLAT FOR
PROVINCE AT HICKORY FLAT
LAND LOT 101
15th DISTRICT, 2nd SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GA

CALL BEFORE YOU DIG



Know what's below.
Call before you dig.

SCALE & NORTH ARROW



GRID NORTH, GEORGIA WEST ZONE

SURVEY INFO:

DRAWN BY:

REVIEWED BY:	C
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FIELD DATE:	10/05/2
OFFICE DATE:	10/05/0

OFFICE DATE:	10/03/20
JOB #:	01Smith Dou

SHEET TITLE

3 OF 3