



City of Holly Springs

Date: Monday, December 2, 2019

Location: 3235 Holly Springs Pkwy

City Council Work Session Agenda 7:00 p.m., Council Chambers

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. PUBLIC COMMENTS

V. NEW BUSINESS

A. Discuss the 2019 Annual National Pollutant Discharge Elimination Systems (NPDES) Report

Presented By: Zachary Arnold, Stormwater Coordinator

B. Discuss a resolution to dissolve the Main Street Board

Presented By: Erin Honea, Main Street Director/Assistant City Clerk

C. Discuss the 2020 Meeting Dates and 2020 Meeting Calendar

Presented By: Robert H. Logan, City Manager

D. Discuss appointments to the Downtown Development Authority

Presented By: Robert H. Logan, City Manager

E. Discuss appointments to the Holly Springs Parks and Recreation Authority

Presented By: Robert H. Logan, City Manager

F. Discuss appointments to the Planning and Zoning Commission

Presented By: Robert H. Logan, City Manager

G. Discuss appointments to the City of Holly Springs Tree Commission

Presented By: Robert H. Logan, City Manager

- H. Discuss a resolution to appoint the Municipal Court Judge and Municipal Court Judge Pro Tem
Presented By: Robert H. Logan, City Manager
- I. Discuss a resolution to appoint the Municipal Prosecuting Attorney and Assistant Prosecuting Attorney
Presented By: Robert H. Logan, City Manager
- J. Discuss an agreement for Public Works Contract Operations between Optech Monette, LLC and the City of Holly Springs
Presented By: Robert H. Logan, City Manager
- K. Discuss the annual appointments for Mayor Pro Tem and Standing Committees of the City Council
Presented By: Steven W. Miller, Mayor
- L. Discuss a Compensation Agreement between Arthur J. Gallagher Risk Management Services, Inc. and the City of Holly Springs
Presented By: Karen Norred, City Clerk/HR Director
- M. Discuss the Georgia Municipal Employees Benefits System (GMEBS) Restated Defined Benefit Retirement Plan
Presented By: Karen Norred, City Clerk/HR Director
- N. Discuss the renewal of the Worker's Compensation Insurance with the Georgia Municipal Association Worker's Compensation Self-Insurance Fund
Presented By: Karen Norred, City Clerk/HR Director
- O. Discuss A-09-2019 and MA-10-2019, an annexation and rezoning request of 1.00 +/- acre located on Palm Street around the intersection Palm Street and Palm Lake Drive, Cherokee County, GA, tax parcel 074A of tax plat 15N15, R-40, Single Family Residential Estate (County) to GV, Governmental (City)
Presented By: Nancy Moon, Community Development Director
- P. Discuss Release of The Reserve at Harmony on the Lakes Phase 3C-1 and 3C-2- Performance Bond No. 074513
Presented By: Nancy Moon, Community Development Director

VI. EXECUTIVE SESSION

- Litigation

VII. REPORTS

VIII. ADJOURNMENT



COUNCIL AGENDA REPORT

FROM: Zachary Arnold

CC: City Clerk
Public Information

SUBJECT: Discussion of Annual NPDES Report to Council

DATE: November 20, 2019

COUNCIL MEETING DATE: December 2, 2019

RECOMMENDATION

N/A

REPORT-IN-BRIEF

To fulfill the requirements of the City's stormwater NPDES permit, City staff must make an annual report to the Mayor and Council on the status of each of the BMPs completed during the year as required by the permit.

DISCUSSION

See attached report.

CONCURRENCES

N/A

FISCAL IMPACT

N/A

ALTERNATIVES

N/A

ATTACHMENTS

Annual Report

CITY OF HOLLY SPRINGS

2019 REPORT TO MAYOR AND CITY COUNCIL ON NPDES PERMIT

A. Public Education & Outreach

A-1: Distribute Stormwater Management Flyers to Developers, Engineers, Builders, etc...

Clean Water Campaign flyers are distributed with all new Land Disturbing Permits.

A-2: Display Educational Materials in Municipal Buildings

Clean Water Campaign and other additional flyers are available in City Hall.

A-3: Distribute Newsletters to Residents

Articles were included in all four issues of the city newsletter. Articles included the stormwater update for 2019, information about stormwater pollution, Illicit Discharge, water conservation, and recycling.

A-4: Stormwater Report to Council

December 02, 2019

A-5: Provide educational programs for elementary and high school students based on the importance of water quality

Staff participated in two educational class field trips to promote water quality. One at Etowah High and one at HS Elementary.

A-6: Display Educational Materials During Autumnfest

Clean Water Campaign and GEMA flyers are distributed during Autumnfest.

B. Public Involvement/Participation

B-1: Organize Clean Streams Program

The City of Holly Springs participated with the Upper Etowah River Alliance, Cherokee County Water and Sewerage Authority, and the City of Woodstock in a joint Rivers Alive Cleanup held on October 12, 2019 at Little River in Olde Rope Mill Park. The event had 67 volunteers and removed .91 tons of trash and debris including tires, plastic bottles, cans, bottles and scrap metal.

B-2: Organize Litter Cleanup

Great American Cleanup was held on May 4th, 2019. 10 volunteers participated in the cleanup event taking place at Ash Street. 700 lbs. of trash and 180 lbs. of recycling was collected at the event.

B-3: Web-based complaint system

Responses to web-based complaints occurred within 24 hours.

C. Illicit Discharge Detection & Elimination

C-1: Illicit Discharge Detection & Elimination Ordinance

No revisions were made to the Illicit Discharge Detection & Elimination Ordinance.

C-2: Water Quality Issues Map

Mapping was updated to include all new structures.

C-3: Detect/Eliminate Illicit Discharges

No major illicit discharges occurred in 2019

C-4: Distribute Newsletters to Citizens

Articles were included in all four issues of the city newsletter. Articles included the stormwater update, information about stormwater pollution, water conservation and recycling.

C-5: Complaint Response

Responses to all complaints were made in 24 hours

D. Construction Site Stormwater Runoff

D-1: Erosion Sedimentation and Pollution Control Ordinance

The Erosion Sedimentation and Pollution Control Ordinance will be updated this year to maintain compliance with the amendments to the Georgia Erosion and Sedimentation Act of 1975.

D-2: Site Plan Review Procedures

Town and Country Storage, Chelsea, Turner village, Spring Meadows, Crest Brooke, Old Magnolia Trace, Palm Street Roadway project, 7 Tequilas Mexican Restaurant, Riverside Phase 5, Edgewater Phase 4.

D-3: Construction Site Inspections and Enforcement Procedures

Inspections were conducted on a weekly basis on average and in conjunction with significant rain events.

D-4: Enforcement Procedures

A log for all inspections and re-inspections was maintained by staff.

D-5: Procedures for Managing Public Input/Complaints

Complaints regarding stormwater and erosion issues are referred to the Stormwater Department/Public Works and investigated within 24 hours.

D-6: Certification

All staff certifications are up to date.

E. Post-Construction Stormwater management for new and Re-development.

E-1: Legal Authority

No revisions were made to the Post-Construction Stormwater management for new and Re-development Minimum Control Measures.

E-2: Inventory

New structures were added in the Wellstar, oakhaven, and Holly Springs Apartments developments.

E-3: Inspection Program

Inspections have been ongoing throughout the year, with a list being created for maintenance or repair.

E-4: Maintenance Program

Maintenance is occurring on an as needed basis. A repair project will be proposed in 2020.

E-5: GI/LID

No new GI/LID structures were added in 2019

F. Pollution Prevention/Good Housekeeping for Municipal Operations

F-1: MS4 Control Structure Inventory and Map

New structures are in process of being added in Wellstar, oakhaven, and Holly Springs Apartments

F-2: MS4 Inspection Program

Scheduled inspections have been completed with maintenance occurring on an as needed basis.

F-3: MS4 Maintenance Program

Maintenance is occurring on an as needed basis. A repair project will be proposed in 2020.

F-4: Debris Removal from City Owned Property

Debris were picked up on a regular basis from City streets by John Eddie's weekend detail.

F-5: City Staff Training

A training session was conducted on October 28, 2019. Topics include illicit discharge and non-point source pollution identification during routine inspections of drainage ditches and stormwater inlets as well as good housekeeping procedures for municipal facilities. All public works staff was in attendance.

F-6: Waste Disposal

Debris collected during weekly removal is disposed of in accordance with guidelines for the materials that are collected.

F-7: New Flood Management Projects

100% of plan reviews included a review of the detention basin, outlet control structure and overall hydrology report in compliance with the Georgia Stormwater Management Manual.

F-8: Existing Flood Management Projects

No new City owned detention ponds were added in 2019. The city will gain 2 in 2020 from Palm Street road project.

F-9: Municipal Facilities

Inspection of the public works facility will be conducted on December 14, 2019.

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO DISSOLVE THE MAIN STREET BOARD**

WHEREAS, section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, the City of Holly Springs has established a Main Street Board; and

WHEREAS, it has now been determined that the scope of work of said Board is no longer necessary; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the Main Street Board be, and is hereby, dissolved effective January 1, 2020.

SO RESOLVED THIS 16th DAY OF DECEMBER, 2019.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

2020

Work Sessions		
Date	Holiday	Alternate Date
6-Jan		
3-Feb		
2-Mar		
6-Apr	School Spring Break	13-Apr (Monday)
4-May		
1-Jun		
6-Jul		
3-Aug		
7-Sep	Labor Day	10-Sep (Thursday)
5-Oct		
2-Nov		
7-Dec		

Council Meeting		
Date	Holiday	Alternate Date
20-Jan	MLK	23-Jan (Thursday)
17-Feb	Presidents' Day/School Winter Break	24-Feb (Monday)
16-Mar		
20-Apr		
18-May		
15-Jun		
20-Jul		
17-Aug		
21-Sep		
19-Oct		
16-Nov		
21-Dec		

2020 Meetings

City Council Work Session Meetings 7:00 p.m.	
January	6
February	3
March	2
April	13
May	4
June	1
July	6
August	3
September	10
October	5
November	2
December	7

City Council Business Meetings 7:00 p.m. *	
January	23
February	24
March	16
April	20
May	18
June	15
July	20
August	17
September	21
October	19
November	16
December	21

Planning & Zoning Commission Meetings 7:00 p.m.	
January	9
February	13
March	12
April	9
May	14
June	11
July	9
August	13
September	10
October	8
November	12
December	10

Downtown Development Authority Meetings 6:30 p.m.	
January	15
February	19
March	18
April	15
May	20
June	17
July	15
August	19
September	16
October	21
November	18
December	16

Tree Commission Meetings 6:00 p.m.	
January	14
February	11
March	10
April	14
May	12
June	9
July	14
August	11
September	8
October	13
November	10
December	8

Municipal Court 9:00 a.m. & 1:00 p.m.	
January	7, 14, 21
February	4, 11, 25
March	3, 17, 31
April	14, 21, 28
May	5, 12, 26
June	2, 16, 23
July	7, 14, 28
August	4, 11, 18
September	1, 15, 29
October	6, 13, 20
November	10, 17
December	8, 15

Court dates in **red** are trial dates

*A mini work session meeting may be held at 6:30 p.m. prior to the regularly scheduled business meeting.

Meetings are held at the Holly Springs Public Safety Building located at 3235 Holly Springs Pkwy, Holly Springs, GA 30115.

All dates are subject to change.

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MUNICIPAL COURT JUDGE
AND MUNICIPAL COURT JUDGE PRO TEM; AND FOR OTHER PURPOSES**

WHEREAS, Section 4.02 of the City Charter provides for the appointment of a Municipal Court Judge and a Municipal Court Judge Pro Tem; and

WHEREAS, all judges shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, all judges must be at least 21 years of age and shall be a member of the State Bar of Georgia and shall possess all qualifications required by law to meet the qualifications required to serve as a judge; and

WHEREAS, Municipal Court Judges may be removed from office on the grounds set forth in and following the procedures set forth in O.C.G.A. Section 32-32-2.2, as may be amended; and

WHEREAS, the following have agreed to be appointed as Municipal Court Judges:

Name	Position	Term Length	Term Expiration
Darrell Caudill	Municipal Court Judge	1	12/20
Thomas Roach Jr.	Municipal Court Judge Pro Tem	1	12/20

WHEREAS, the terms of the members were designated to be one year; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Municipal Court Judges are hereby appointed.

SO RESOLVED THIS 16th DAY OF DECEMBER, 2019.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**A RESOLUTION OF THE CITY OF HOLLY SPRINGS
MAYOR AND COUNCIL TO APPOINT THE MUNICIPAL PROSECUTING
ATTORNEY AND ASSISTANT PROSECUTING ATTORNEY; AND FOR OTHER
PURPOSES**

WHEREAS, Section 4.01 of the City Charter provides for the creation of Municipal Court to have jurisdiction and authority to try offenses against the laws and ordinances of the City of Holly Springs and to punish for a violation of the same; and

WHEREAS, the court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance; to punish any person who may counsel or advise, aid, encourage, or persuade another whose testimony is desired or material in any proceeding before said court to go or move beyond the reach of the process of the court; and

WHEREAS, the court shall have to try all offenses within the territorial limits of city constituting traffic cases which under the laws of Georgia are placed with the jurisdiction of municipal or police court to the extent of and in accordance with the provisions of such laws and all laws subsequently enacted amendatory thereof; and

WHEREAS, in accordance to Senate Bill 352 the governing authority of a municipality shall be authorized to create the office of prosecuting attorney of the municipal court; and

WHEREAS, the prosecuting attorney shall serve a term of office to be determined by the governing authority; and

WHEREAS, a copy of the resolution creating the office of prosecuting attorney of the municipal court shall be provided to the Prosecuting Attorneys' Council of the State of Georgia; and

WHEREAS, any person appointed as the prosecuting attorney of a municipal court shall be a member in good standing of the State Bar of Georgia and admitted to practice before the appellate courts of this state; and

WHEREAS, the following have agreed to be appointed:

Name	Position	Term Expires
Jeff Rusbridge	Municipal Prosecuting Attorney	12/31/2020
Laura Rollins	Assistant Municipal Prosecuting Attorney	12/31/2020
Alicia Argo	Assistant Municipal Prosecuting Attorney	12/31/2020

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council that City of Holly Springs appoints the aforementioned prosecuting attorneys.

SO RESOLVED THIS 16th DAY OF DECEMBER, 2019.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AGREEMENT
for
PUBLIC WORKS CONTRACT OPERATION
for the City of Holly Springs, Georgia

This AGREEMENT is made on this 16th day of December 2019, between the City of Holly Springs, Georgia, (hereinafter "City"), whose address for any formal notice is City Hall, 3237 Holly Springs Pkwy, Holly Springs, Georgia 30115 and Optech Monette, LLC, (hereinafter "Optech") with corporate offices at 2150 Brandon Trail, Alpharetta, Georgia 30004.

City and Optech agree:

ARTICLE 1. GENERAL

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All facilities, grounds and equipment now owned by the City shall remain the property of the City.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. This Agreement shall be binding upon the successors of each of the parties and that Assignment, will not be unreasonably withheld.
- 1.4 All notices shall be in writing and transmitted by certified mail or personal delivery to the addresses listed above.
- 1.5 This Agreement, including Appendices, is the entire Agreement of both parties and may only be modified by mutually agreed written amendments signed by both parties. Wherever used, the terms "City" and "Optech" shall include the respective officers, directors, elected or appointed officials and employees.

ARTICLE 2. SCOPE OF SERVICES: OPTECH

As a general statement of responsibilities assigned under this contract:

Provide public works management, including all current operations and maintenance services of the Holly Springs Public Works Operations, which broadly and currently consists of the following activities: Street and Drainage, Parks and Grounds Maintenance, Landscaping of medians, Solid Waste (yard debris and non-household refuse-not garbage). Optech shall also be responsible for insuring maintenance of equipment, vehicles, and facilities existing within the present property boundaries being used to operate all Departments within the City's Public Works operations.

More specifically, Optech shall:

- 2.1 Hire, train and employ a sufficient number of employees to staff and operate the Project to provide continuing efficient and timely service in the operation of the Public Works on behalf of the City. Optech shall assume responsibility for the cost of employing the Project workforce to manage, operate and maintain the City's Public Works facilities. Where applicable, Project staff will meet certification requirements of the State of Georgia.
- 2.2 Optech shall offer employment to all current City employees within the Public Works Department, upon their successful passing of a drug physical and background screening for insurance purposes. Employees currently charged with operational responsibility for City vehicles must possess a current license and be of acceptable risk to Optech's insurance provider. Upon successful passing of these requirements for hiring, employees shall be offered employment at a rate of pay consistent with their current compensation and Optech shall provide a competitive medical, dental and life insurance plan, reasonably consistent with the current City plan for its staff.
- 2.3 Maintain City Rights of Way.
- 2.4 Provide landscaping of City median areas as directed.
- 2.5 Provide maintenance and upkeep of the City's streets and drainage systems.
- 2.6 Maintain the City's storm drains and open ditches.
- 2.7 Maintain the City's vehicles, equipment and other assets utilized by Optech staff in a manner consistent with current practice. It is understood the City will be responsible for the cost of all maintenance and repair parts.
- 2.8 Pickup of routine solid waste (non-household refuse). City will be responsible for the associated landfill costs.
- 2.9 Maintenance of City Parks and Baseball fields.
- 2.10 Provide dead animal pickup as needed within the City.
- 2.11 Provide traffic sign repair and maintenance within the City. City will be responsible for the cost of all signs required.
- 2.12 Provide a computerized maintenance management system for the City. This shall include the reasonable and necessary software and training of the staff. The cost of this is included in Optech's price proposal.

This system will document all maintenance activities and completed work orders for the Project. City representatives shall have the right to inspect these records during normal business hours.

- 2.13 Perform work planning and scheduling for the staff utilizing the maintenance management system and document the completion of those work tasks and work orders. These reports shall be provided to the City Manager monthly.
- 2.14 Perform other Public Works services, including construction of major expansions of the system if directed by the City. Such services must be authorized by the City prior to work being performed and the cost of those services will also be negotiated between the City and Optech prior to any work being performed.
- 2.15 Current purchasing policies and procedures of the City of Holly Springs will remain in place. In addition, Optech shall update the City monthly on the cost-to-date of repair parts versus the City's annual budget amount for "Utility System Maintenance and Repair" for the Public Works Department.
- 2.16 If there is an emergency requiring Optech to purchase a repair part and incur an expense on behalf of the City which exceeds \$ 500, Optech will be responsible to document and immediately notify the City's representative of the occurrence. Any repair parts purchased on behalf of the City under an emergency condition will be reimbursed to Optech upon presentation of a proper receipt or copy of an invoice with appropriate justification of the purchase.
- 2.17 During any public works or utilities rehabilitation project, Optech shall use its best efforts to comply with all State and Federal Permit requirements.
- 2.18 Perform other professional management services that are incidental to the Scope of Services as directed by the City. Such service must be preauthorized by the City and additional compensation will be mutually negotiated between the parties.
- 2.19 Provide capital planning and assistance to the City, if desired, for Public Works. Recommendations shall be submitted annually to the City during the term of this Agreement.
- 2.20 If there is an annexation by the City or a significant change in the scope of work which necessitates a change in the staffing requirements, then the Operator will develop the budget for this added work which will include the staff, vehicles and equipment needed and then will negotiate in good faith with the City to adjust the cost of services accordingly.

ARTICLE 3. SCOPE OF SERVICE: CITY

Under terms of this Agreement the City shall have responsibility for the following:

- 3.1 Maintain all existing Project easements, warranties and licenses that have been granted to the City. Secure new easements and rights-of-way as required to enable Optech to perform the Scope of Work under the contract.
- 3.2 Pay all franchise, property or other normal taxes associated with the Project.
- 3.3 Provide for Optech's use any equipment presently in use at the City's current Public Works Department. The City shall continue to provide fuel and maintenance repairs of all equipment, vehicles and assets owned by the City and operated by Optech's staff under performance of this contract.
- 3.4 Future replacement responsibilities for any vehicles and equipment may be assumed by Optech, if requested by the City. Such assignment of responsibility for vehicle and equipment replacement will require the City and Optech to negotiate a fair adjustment to the contract price for services under this Agreement.
- 3.5 Provide auto tags for any vehicles and equipment owned by the City, but operated by Optech staff.
- 3.6 Continue to pay for all utilities, Landfill disposal fees, chemicals, limestone, asphalt, gravel, cement, water meters and all repair parts required for proper operation of the Public Works Department, consistent with current practice and also within current City budgeting practices. Specific line items for work to be performed by Optech in performance of this contract are presented in Appendix D of this contract.
- 3.6 Continue to provide and pay for all required Capital Expenditures relating to the Public Works Department operations of the City.

ARTICLE 4. COST OF WORK

- 4.1 City shall pay to Optech as compensation for services performed under this Agreement a base fee of \$ 418,176 for the base term. The base term shall run from January 1, 2020 to December 31, 2020.

Subsequent annual fees for the four-year term of this Agreement will be:

<u>Term Year</u>	<u>Effective Date</u>	<u>Contract Fee</u>
Year Two	January 1, 2021	\$ 426,540
Year Three	January 1, 2022	\$ 435,070
Year Four	January 1, 2023	\$ 443,772

- 4.2 Subsequent year's fees shall be limited to an annual increase for adjustment of 2.0% per year for cost of living increases, unless there is a change in scope resulting in an increase in manpower. The Scope of Work and/or resulting cost of work may reflect an increase in manpower staffing or added vehicle and equipment needs required, with mutual agreement of both parties.
- 4.3 In the event that a change in the scope of services occurs or if there is an increase in the labor force required by Optech, the City and Optech will negotiate a commensurate adjustment in the annual base fee.

ARTICLE 5. PAYMENT OF COMPENSATION

- 5.1 One-twelfth (1/12) of the base fee for the current year shall be due and payable on the last day of the month for each month that services are provided and will be paid by the City on the next appropriate docket.
- 5.2 All other compensation, including any pass-thru expenses, billed by Optech is due upon receipt of the invoice and is payable on the appropriate docket.

ARTICLE 6. CHANGE IN THE WORK

- 6.1 The City may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and Optech shall expeditiously perform the changes as directed.
- 6.2 Public Works expansions which result in a recognized need and City approved increase in staffing constitute a change in the work. A commensurate adjustment in the contract will be negotiated in good faith between the City and Optech.
- 6.3 If the City experiences a natural disaster; flooding, torrential rains, windstorms, tornadoes, snow or ice storms, etc., and Optech then experiences a significant expense relating to overtime for the assistance in the cleanup and restoration of the City's Public Works infrastructure, then Optech shall be reimbursed for the added cost of the overtime and any added equipment costs associated with the disaster cleanup. Optech will also assist the City in seeking reimbursement from the appropriate State and Federal agencies.

ARTICLE 7. ACCOUNTING RECORDS

- 7.1 Optech shall keep full and detailed records and books of account as of the effective date of this Agreement recording the direct costs associated with the Project, under the provisions of this Agreement.
- 7.2 The City shall also be afforded reasonable access to Optech's other records, and books related to the Project performance.

- 7.3 Optech shall preserve financial documents and other records to which City has access rights without additional compensation for a period of 3 years, or longer period required by law, after final payment.

ARTICLE 8 . INDEMNITY, LIABILITY AND INSURANCE

- 8.1 Optech shall hold City harmless from any liability or damages including compensatory and punitive damages, which may arise from Optech's negligence, carelessness of Optech's staff or Optech's failure to perform responsibly under the terms of this Agreement.
- 8.2 City shall be responsible for negligence of its staff and officers.
- 8.3 Optech's liability to City under this Agreement excludes all indirect, consequential or compensatory and punitive damages arising from the normal operation, maintenance and management of the Project other than the compensatory and punitive damages arising directly from Optech's negligence or Optech's failure to perform responsibly under the terms of this Agreement.
- 8.4 Optech shall obtain insurance coverage of a type and in the amounts described in Appendix C. Nothing herein shall be construed as any waiver of immunity available to the City by Georgia or Federal law.
- 8.5 Optech is responsible to the City for fines incurred and levied by any governmental regulatory agency as a result of negligent operations, carelessness and a failure to perform responsibly under the terms of this Agreement by Optech staff.

ARTICLE 9. TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall commence on January 1, 2016 and extend until December 31, 2019. Thereafter, this Agreement may be renewed and renegotiated for four additional terms of four (4) years, if desired by the City. Subsequent extensions of this contract beyond that period may be negotiated between the City and Optech, if so desired by the City.
- 9.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. If the offending party fails to correct the breach then the Agreement may be terminated within thirty (30) days. Further, three material breaches in any one calendar year shall be sufficient grounds for termination of this Agreement.
- 9.3 Upon notice of termination by City, Optech shall assist City in an orderly transition of the staff and a resumption of operation of the Project by the City

ARTICLE 10. LABOR DISPUTES; FORCE MAJEURE

- 10.1 In the event activities by City's employee groups or unions cause a disruption in Optech's ability to perform at the Project, City or Optech may seek appropriate injunctive court orders. Optech will continue to operate the Project on a best-efforts basis until any such disruptions cease.
- 10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, impossible or abnormally costly due to any unforeseen occurrence beyond its reasonable control. The party invoking Force Majeure shall notify the other party within ten (10) working days after its occurrence.
- 10.3 If, during the term of this Agreement, a Collective Bargaining Unit is formed by the employees, Optech will abide with current labor laws in negotiating with the Union for continuation of services under this Agreement. The City will be asked to designate a representative to participate in the negotiations and review any proposed labor agreements prior to their acceptance by Optech. If there is a price increase as a result of a labor agreement, then the City and Optech will negotiate in good faith an appropriate price change which is fair to both parties.

The City warrants this agreement has been approved by the Mayor and Council in an open meeting and that the Mayor has been authorized to sign on its behalf. Optech warrants that it is a valid corporation created under the laws of the State of Georgia, that it is an active corporation and that its President has the power and authority to execute this agreement. Therefore, both parties indicate their approval of this Agreement by their respective officers' signatures below:

Both parties indicate their approval of this Agreement by their signatures below:

Authorized Signatures:

City of Holly Springs, Georgia
(City)
by _____
Steven W. Miller,

Title: MAYOR

Date December 16, 2019

Optech Monette, LLC
(Optech)
by Robert W. Monette, P.E.
Robert W. Monette, P.E.

Title: President and CEO

Date: _____

APPENDIX A

DEFINITIONS OF TERMS

1. The "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and where appropriate, the management, operations and maintenance of such by the Contractor on behalf of the City.
2. "Capital Expenditures" means any expenditure for the purchase of new equipment; or facility items or utility system repairs which significantly extend facility life and or expenditures that are planned, non-routine or budgeted by the City.
3. "Labor and benefits" cost is defined as salaries, group insurance, dental insurance, workmen's compensation, retirement and social security for employees.
4. "Administrative" cost is defined as audit and accounting fees, insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees, ad valorem tax, purchase of natural gas and electric current for resale to the public, fund transfers and PCB testing.
5. "Direct Costs" is defined as supplies cost for gas, oil, lubrication, advertising, non-specific engineering cost, postage, computers and software, training, telephone service, travel expenses of employees and uniform expense.
6. "Maintenance" means the cost of routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or Optech as required to maximize the service life of equipment, vehicles and any assets of the City.
7. "Repairs" means the cost of those activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment , vehicles or facilities or a component thereof.
8. "Emergency" is defined as any situation or in which Optech staff must respond quickly to protect the health and well-being of the Public. Its intent is clearly in an effort to protect the interests of the people in the event of a natural disaster, hurricane, tornado or other unusual occurrence.

APPENDIX B

LOCATION OF PROJECT

Optech agrees to provide Public Works and Public Utilities management, operations and maintenance services of the following:

- a. All equipment, vehicles and facilities used to operate the Holly Springs Public Works Department and currently owned by the City.
- b. Operations for the City consisting of the following Departments: Street and Drainage, Parks and Grounds Maintenance and Solid Waste (yard debris and refuse)
- c. Other services as described in Article 2 of this Contract Agreement.

APPENDIX C

INSURANCE COVERAGE

Optech shall maintain:

1. Statutory worker's compensation for all of Optech's employees at the project as required by the State of Georgia.
2. Comprehensive general liability insurance in an amount not less than \$ 3,000,000 combined single limits for bodily injury and/or property damage.
3. Vehicle and equipment liability insurance coverage for the operation of City owned equipment. This insurance coverage will cover personal injury and vehicle repair or replacement for the injured parties and the City, should an Optech staff person operating the vehicle be at fault through negligent operation of the vehicle.

APPENDIX D

PROJECT COSTS

Optech's price includes all costs associated with a "labor services" contract which normally include the following budget categories:

- * Salaries
- * Overtime (does not include disaster cleanup)
- * Federal and State Unemployment
- * Social Security
- * Medical and Dental Insurance
- * Worker's Compensation Insurance
- * General Liability Insurance
- * Uniforms and Boots
- * Computer and Project Software
- * Training Costs (State certification schools as required)
- * Corporate Operations Support

The City of Holly Springs Costs shall include the following:

It is mutually understood the City of Holly Springs will provide and pay for utilities, fuel, landfill costs chemicals, car tags, insurance for City owned assets, asphalt, gravel, limestone and cement required, supplies, capital improvements or rehabilitation of the City's facilities, consistent with current practice. Further, the City will pay for maintenance and system repair parts purchased on behalf of the Public Works Department consistent with current practices of the Department.



COUNCIL AGENDA REPORT

FROM: Prepared by: Karen Norred

CC: City Clerk
Public Information

SUBJECT: Mayor Pro Tem and Standing Committees of the City Council

DATE: November 27, 2019

COUNCIL MEETING DATE: December 2, 2019

RECOMMENDATION

REPORT-IN-BRIEF

The following are the current appointments for Mayor Pro Tem and Standing Committees of the City Council:

Mayor Pro Tem:	Michael R. Zenchuk, II	
Finance & administration:	Chair	Michael R. Zenchuk, II
	Co-Chair	Dee Phillips
Parks and recreation:	Chair	Karen Barnett
	Co-Chair	Kyle Whitaker
Planning and zoning:	Chair	Kyle Whitaker
	Co-Chair	Jeremy Smith
Police:	Chair	Dee Phillips
	Co-Chair	Jeremy Smith
Public works:	Chair	Michael R. Zenchuk, II
	Co-Chair	Karen Barnett

The terms of the members are designated to be one year, unless otherwise noted.

DISCUSSION

Appoint Mayor Pro Tem and Standing Committees of the City Council for 2020.

CONCURRENCES

FISCAL IMPACT

N/A

ALTERNATIVES

ATTACHMENTS

Compensation Agreement

City of Holly Springs & Arthur J. Gallagher Risk Management Services, Inc.

THIS COMPENSATION AGREEMENT is made and entered into and effective the 1st day of January, 2020 ("Effective Date") by and between CITY OF HOLLY SPRINGS, a Georgia Municipality ("Client"), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation ("Gallagher").

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one- (1) year terms but may be terminated by either party at any time upon thirty (30) days prior written notice.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client: Workers' Compensation. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client's behalf. In the event an insurance company cancels or refuses to place the listed insurance, Gallagher will use its best commercial efforts to obtain the coverage from another insurance company. Gallagher will also provide the following Services: (1) risk identification; (2) loss measurement; (3) gathering and analysis of loss information; (5) setting of risk retention levels; (6) development of retention financing plans; (7) development of insurance specifications; (8) negotiation with insurers regarding coverages, costs and payment options; (9) implementation of retained and transferred risk programs; (10) monitoring of annual program; and (11) insurance audit Services.]

III. OBLIGATIONS OF CLIENT

Client shall remunerate Gallagher \$0 its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$5,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. Such Service(s) is additional and ancillary, which Gallagher is providing to Client as a licensed counselor. In receiving the fee stated herein, Gallagher will not be receiving any compensation from any other source on or relating to the same transaction. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates.

IV. DISCLOSURES

A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents,

are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

- B. Gallagher's fees under this Agreement shall be earned on the Effective Date (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment up to \$5,000 received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless such return premiums or other payments are disputed by Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will not be operating in a fiduciary capacity, but only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

CITY OF HOLLY SPRINGS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



November 5, 2019

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

Chairman

W. D. Palmer, III
Councilmember, Camilla

Vice Chairman

Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer

Larry H. Hanson
Executive Director

Trustees:

Boyd Austin
Mayor, Dallas

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Evie McNiece
Commissioner, Rome

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

MEMORANDUM VIA E-MAIL

(knorred@hollyspringsga.us)

TO: Karen Norred
Pension Committee Secretary, City of Holly Springs

FROM: Gwin Hall, Senior Associate General Counsel

**SUBJECT: Action Required; Georgia Municipal Employees Benefit System ("GMEBS");
Restated Defined Benefit Retirement Plan**

The City of Holly Springs previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan") and Adoption Agreement. GMEBS recently restated the Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-favored treatment for GMEBS member plans, the IRS requires that all GMEBS member employers adopt the restated Plan documents. Due to their collective size, we are sending a copy of the Master Plan and Amendment 1 via email only. We have enclosed a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2010, as well as a draft restated Adoption Agreement reflecting the benefit design currently in place under your plan.

The draft Adoption Agreement will take effect on their date of approval by the City. If the Adoption Agreement is acceptable as drafted, please sign and date the Adoption Agreement where indicated, and return it **no later than December 31, 2019** to:

Ms. Gina Gresham
Legal Assistant
Georgia Municipal Association
P.O. Box 105377
Atlanta, Georgia 30348

We will return the fully executed Adoption Agreement to you for your files. **Please note that per O.C.G.A § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance and should be adopted and codified according to the requirements of your City's Charter and state law.** The City does not need to adopt the Master Plan.

Please contact Gina Gresham at 678-686-6258 or rgresham@gacities.com with any questions.

Encl.

C: Robert Dyer, City Attorney, City of Holly Springs (w/ encl.)
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The DB Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

Because all federal law and substantive amendments to the DB Plan were previously adopted by the Board of Trustees, participating employers have already been apprised of the amendments. However, the following information is a reminder of certain key provisions that were added to the Plan or significantly amended since the Plan was last restated in 2010.

- ❖ **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2018 is \$22,916.66. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.
- ❖ **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.
- ❖ **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be

SUMMARY OF KEY AMENDMENTS

employed with an employer for a minimum of one (1) year in order for his or her service to count for portability or actuarial reserve death benefit purposes.

- ❖ **Repayment of Withdrawn Employee Contributions; Interest and Timing** - If a participant who has terminated employment and withdrawn employee contributions returns to service with the employer, he or she may repay the employee contributions to restore forfeited service credit. The withdrawn funds must be repaid no later than six (6) months following reemployment, in a lump sum with interest, compounded annually from the date of withdrawal to the date of repayment.
- ❖ **No Employee Contributions While Receiving In-Service Distribution** - Participants in plans that require employee contributions and allow in-service distribution of benefits will not be required or allowed to make contributions under the plan while receiving an in-service distribution.
- ❖ **In-Service Distribution** - As a general rule, employees or elected officials may not draw retirement benefits while employed. If a plan allows in-service distribution, a participant must be at least age 62 to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees, public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide separation from service” is a separation from service of at least six months with no expectation of returning to service. (For a few plans with grandfathered in-service distribution provisions, other minimum age limits may apply.)
- ❖ **Auto A Terminated Vested Death Benefits as Default** - The Auto A terminated vested death benefit applies to all vested participants who terminate employment on or after October 1, 2016, and who were not already covered by a terminated vested death benefit under the employer’s GMEBS retirement plan.
- ❖ **Default Death Beneficiaries** - Effective July 1, 2015, if a participant who is eligible for pre-retirement death benefits dies before retirement and does not have a designated pre-retirement beneficiary, his or her surviving spouse, if any, will be considered the pre-retirement beneficiary. If there is no surviving spouse, the participant’s pre-retirement death benefits will be paid in a lump sum to the participant’s estate. With the exception of the payment of the actuarial reserve in-service death benefit to the estate (which already provided for payment of death benefits to the participant’s estate in the absence of a designated pre-retirement beneficiary or surviving spouse), the amount of the pre-retirement death benefit payment to a participant’s estate will be 50% of the actuarial equivalent of the participant's vested accrued benefit.
- ❖ **Application for Disability Benefits** – The rules for retroactive disability benefits depend on when the participant terminated employment due to disability. **For a**

SUMMARY OF KEY AMENDMENTS

participant who terminates due to disability on or after April 1, 2015, to receive both retroactive and prospective GMEBS disability benefits, the participant must apply for disability benefits with the Social Security Administration (“SSA”), or with the Pension Committee, as applicable, within one year of termination. Within six months of receipt of the SSA award letter, the participant must submit a GMEBS retirement application and the SSA disability award letter (or Pension Committee determination of disability, if applicable) to the Pension Committee Secretary. Participants who do not meet these timing requirements but are otherwise eligible for disability benefits under the Plan can receive prospective benefits following submission of a retirement application and SSA disability award letter to GMEBS.

For a participant who terminated due to disability on or after July 1, 2011, but before April 1, 2015, to receive both retroactive and prospective disability benefits, the participant must have both submitted a GMEBS retirement application to the Pension Committee Secretary and applied for disability benefits with the SSA (or with the Pension Committee, as applicable) within one year of termination, and submitted the SSA disability award letter (or Pension Committee determination of disability, if applicable) to GMEBS within six months of receiving it. Participants who failed to meet these timing requirements but were otherwise eligible for disability benefits under the Plan could receive prospective benefits after submitting a GMEBS retirement application and SSA disability award letter to GMEBS.

- ❖ **Employer Indemnification of GMEBS; GMEBS Reliance on Information Provided by Employer and Participant; Payment of Benefits Conditioned on Receipt of Information** - By participating in the Plan, employers agree to indemnify and hold GMEBS harmless for any failure to pay benefits, any delay in paying benefits, or any other errors in processing benefits due to the employer’s failure to perform its obligations under the Plan or provide accurate data to GMEBS. The Plan states that GMEBS is entitled to rely on information provided to it by employers, participants and beneficiaries. Payment of benefits under the Plan is conditioned on each payee providing GMEBS accurate information.
- ❖ **Correction of Overpayments to Deceased Individual** - If a participant or beneficiary dies and GMEBS makes excess payments due to not knowing the payee has died, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover the overpayment for a period of 60 days. If, after 60 days following notice of the participant’s or beneficiary’s death, GMEBS has not been able to recover the overpayment, the loss associated with overpayment will be charged against employer’s trust fund. The employer will be required to make a separate payment to the trust fund to make up for the loss. The employer may continue to try to recover the overpayment.
- ❖ **Correction of Underpayments to Deceased Individual** - With respect to underpayments corrected on or after January 1, 2017, if the corrective payment is owed to a deceased party, the corrective payment will be paid to the deceased party’s surviving spouse. If there is no surviving spouse, the benefit will be paid to the deceased party’s estate.

City of Holly Springs
Workers' Compensation Comparison
January 1, 2020 to January 1, 2021

		GMA - Expiring (1/1/19 - 1/1/20)	GMA - Renewal (1/1/20 - 1/1/21)	% Change
Classification	Rate	Payroll	Payroll	
7520 - Water Utility	\$7.27	\$180,715	\$124,075	-31.34%
7720 - Police Officers & Drivers	\$5.66	\$1,818,589	\$2,104,071	15.70%
8742 - City Administrator	\$0.54	\$165,773	\$205,120	23.74%
8810 - Clerical Office Employees NOC	\$0.32	\$451,018	\$653,275	44.84%
9402 - Street Cleaning & Drivers	\$12.81	\$37,751	\$55,702	47.55%
9410 - Municipal, Township, County NOC	\$2.22	\$220,813	\$164,266	-25.61%
TOTAL		\$2,874,659	\$3,306,509	15.02%

Rating			
Misc. Mod	0.70	0.70	0.00%
Experience Mod	1.1	1.15	4.55%
Deductible Discount	0.92	0.92	0.00%
Deductible	\$2,500	\$2,500	-

Cost Summary			% Change
Manual Premium	\$128,146	\$142,090	10.88%
Premium	\$90,779	\$105,232	15.92%
AJG WC Fee	\$5,000	\$5,000	0.00%
Total Cost	\$95,779	\$110,232	15.09%

Notes:

Rates are the same for both policy periods



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: **A-09-2019**, applicant requests annexation of 1.00 +/- acre located on Palm Street around the intersection of Palm Street and Palm Lake Drive, Cherokee County, GA, tax parcel 074A of tax plat 15N15

MA-10-2019, applicant requests rezoning of 1.00 +/- acre located on Palm Street around the intersection of Palm Street and Palm Lake Drive, Cherokee County, GA, tax parcel 074A of tax plat 15N15, R-40, Single Family Residential Estate (County) to GV, Governmental (City)

DATE: November 26, 2019

COUNCIL MEETING DATE: December 2, 2019

Applicant, City of Holly Springs, has requested annexation of approximately 1.0+/- acres located off of Palm Street, tax parcel 074A of tax plat 15N15. The property is located between Palm Street and the railroad. The City recently purchased this property for the purpose of completing a drainage project along Palm Street. The property will become City right-of-way. Until this project is completed, the City is requesting that this property be rezoned to GV, Governmental.

Planning Commission

Planning Commission conducted a public hearing on November 14, 2019. One resident in the area was concerned how the stormwater would be directed and if it would impact his property. No other comments were made. Planning Commission voted (3-0) to **APPROVE** the **Annexation** and **Rezoning** requests.

Cherokee County Comments

Cherokee County met on November 19th and had no concerns or objections (see attached letter).

Staff Recommendation

Annexation

Staff recommends **APPROVAL** to annex the 1.0+/- acres.

Rezoning

Staff recommends **APPROVAL** to rezone 1.0 acres+/- acres to **GV, Governmental**

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

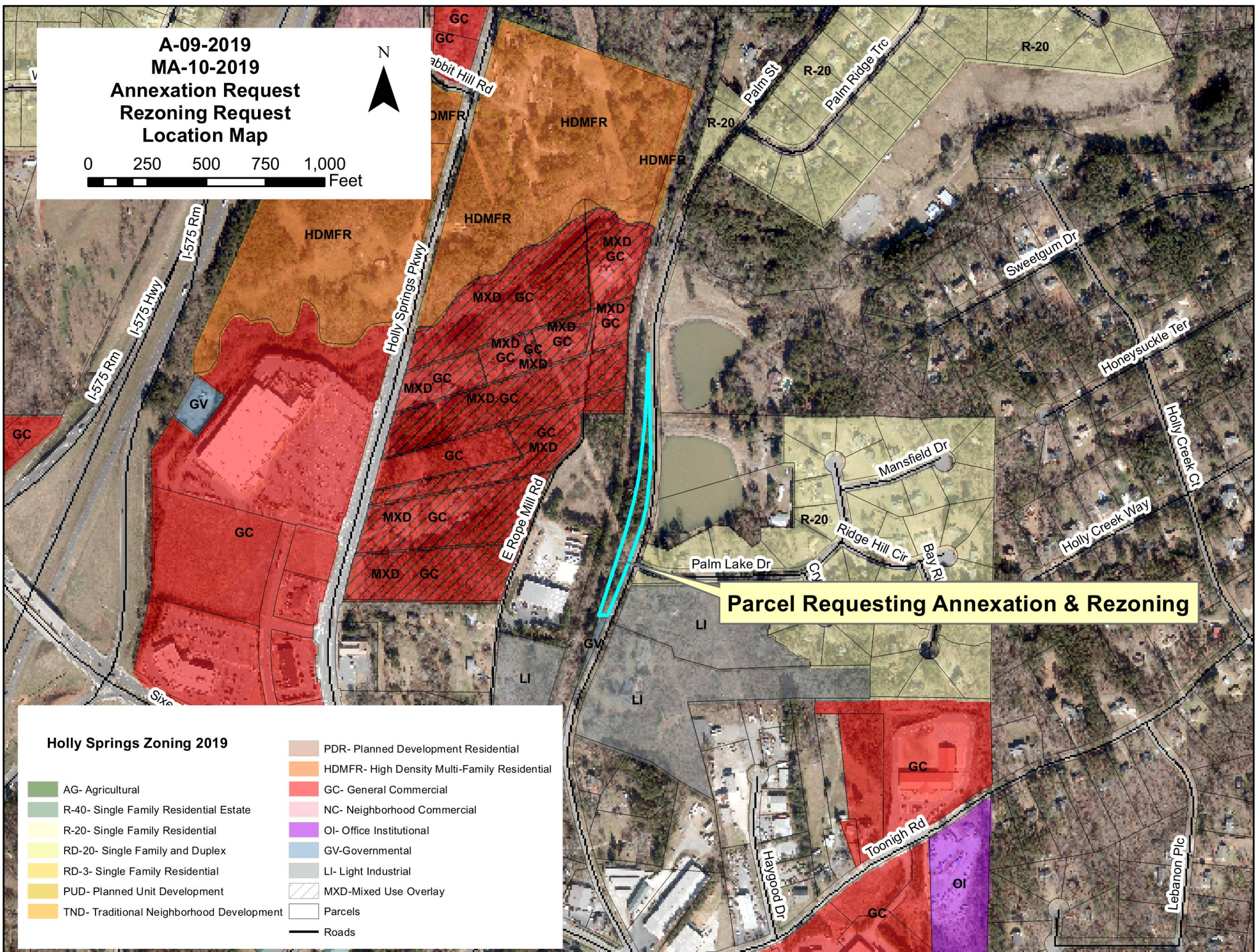
ATTACHMENTS

Application

**A-09-2019
MA-10-2019
Annexation Request
Rezoning Request
Location Map**



0 250 500 750 1,000 Feet



Holly Springs Zoning 2019

- | | |
|---|--|
| AG- Agricultural | PDR- Planned Development Residential |
| R-40- Single Family Residential Estate | HDMFR- High Density Multi-Family Residential |
| R-20- Single Family Residential | GC- General Commercial |
| RD-20- Single Family and Duplex | NC- Neighborhood Commercial |
| RD-3- Single Family Residential | OI- Office Institutional |
| PUD- Planned Unit Development | GV- Governmental |
| TND- Traditional Neighborhood Development | LI- Light Industrial |
| | MXD- Mixed Use Overlay |
| | Parcels |
| | Roads |

A-09-2019



City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please complete one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: 10-24-19

Applicant's Name: City of Holly Springs / Robert H. Logan

Corporation Name: City of Holly Springs

Mailing Address: PO Box 990 Holly Springs, GA 30142

Phone: 770-345-5536

Email: r.logan@hollyspringga.us

PROPERTY OWNER INFORMATION

Property Owner(s): Same as applicant

Mailing Address: _____

Phone: _____

Email: _____

PROPERTY INFORMATION

Tax Map #: 15N15 Parcel #: 074A

Land Lot(s)/District: 592

Physical Address: Palm Street

Property Location Description: A vacant tract located along Palm Street
Around the intersection of Palm Street and Palm Lake Drive

Current Zoning: R-40 Single Family Res. Estate Cherokee County

(Attach additional sheets, if necessary)

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? No If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

Stormwater infrastructure project

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- ☒ A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- ☒ A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- ☒ Complete the Applicant & Property Owner(s) Signature Sections, following page;
- ☒ Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Robert H Logan
Applicant Name (Please Print)

City of Holly Springs
Corporation Name (Please Print)

City Manager
Title (Please Print)

Robert H Logan
Applicant Signature

10-24-2019
Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

City of Holly Springs / Robert H. Logan
Property Owner Name (Please Print)

Robert H Logan
Property Owner Signature

10-24-2019
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Date

Tracey Puckett Chambers
Notary (form must be notarized)



Received by: Nancy Moon
City of Holly Springs, Georgia

Date: 10/25/2019



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Signature

Robert H Logan

Date

10-24-2019

Title

City Manager

Legal Company Name

City of Holly Springs

Company Address

P.O. Box 990, Holly Springs, GA 30142

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that *Robert H. Logan* is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS

24 DAY OF *October*, 201*9*

Jacey Puckett Chambers
Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Application Procedures, See p. 8



APPLICATION MA- 10-2019

APPLICATION CUP- _____

HEARING DATE 11-14-2019

DATE OF APPLICATION 10-24-2019

APPLICANT City of Holly Springs

OWNER _____
(If other than applicant)

ADDRESS 3237 Holly Springs Parkway

ADDRESS _____

ZIP CODE 30115 PHONE 770-345-5536

ZIP CODE _____ PHONE _____

EMAIL rlogan@hollyspringsga.us

SIGNATURE Robert H Logan

SIGNATURE _____

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) R-40

REQUESTED ZONING DISTRICT GV

REQUESTED CONDITIONAL USE(S) None

PROPERTY LOCATION/ADDRESS Palm Street

MAP NUMBER 15 N 15

PARCEL NUMBER(S) 074A

LAND LOT(S) 592

DISTRICT(S) 15 SECTION(S) _____

ACREAGE 1.0000 SEWAGE DISPOSAL TYPE _____ UTILITIES AVAILABLE _____

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____

Palm Street Drainage Improvement Project

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ___ WARRANTY DEED
- ___ TAX DOCUMENTATION
- ___ SURVEY PLAT BY REGISTERED SURVEYOR
- ___ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
- ___ INDIVIDUAL FOLDED TO 8.5"x11" (SEE p.7 FOR REQUIREMENTS)
- ___ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ___ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ___ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ___ FILING FEES\$ _____ RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____

DISAPPROVED _____ TABLED _____

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? yes

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? No

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? No

(4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools? No

(5) Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)? Yes

(6) Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents? Yes

(7) Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

YES - improved water quality & SW management

(8) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? _____

No

Per 14.5-7 of the City of Holly Springs Zoning Ordinance, **Applicant Report for Rezoning and Conditional Use Permit Requests**, as relevant and determined by the Zoning Administrator, all applicants must submit the following in addition to any standing requirements for requests for zoning changes*:

1. A plan of the general location of the proposed buildings by reference to a plan or drawing and an indication of the use to be made of each and every building;
2. Architectural, façade and materials to be utilized as compared to the zoning requirements for the current and proposed zoning district;
3. The percentage of development maintained as open space and/or recreation areas and impervious surfaces;
4. If application exceeds 150 residential units and/or exceeds 100,000 square feet of commercial area, the applicant is required to submit a transportation impact study to be designed by an appropriate transportation professional;
5. Preliminary tree protection plan and buffer standards;
6. Preliminary storm water retention plan.

*Per 14.5-8 of the City of Holly Springs Zoning Ordinance, **Application Submittal Requirements Waived**, When determined by the Community Development Director to be unnecessary or irrelevant to the application submitted, the requirements listed in this section may be waived; however, if determined to be of significant importance to the decision process at any time after the application has been accepted, the Community Development Director, Planning Commission, or City Council may request the submission of these items or other information as deemed relevant during the decision making process.

Complete the following section, if applicable.

Residential

NIA

Minimum house size: _____ sq. ft.

Exterior façade: _____

Maximum number of units: _____

Anticipated start date: _____

Anticipated completion date: _____

Commercial

NIA

Number of buildings: _____

Maximum square footage: _____ sq. ft.

Number of stories: _____

Total number of employees: _____

Exterior façade: _____

Anticipated start date: _____

Anticipated completion date: _____

ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES X NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES X NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES X NO

D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES X NO

10-24-19
DATE

Robert H. Logan
APPLICANT NAME PRINTED

Robert H. Logan
APPLICANT SIGNATURE

Tracey Puckett Chambers
NOTARY

Seal:





City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
X YES _____ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document. **

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Robert H. Logan
Signature

10/24/2019
Date

City Manager
Title

City of Holly Springs
Legal Company Name

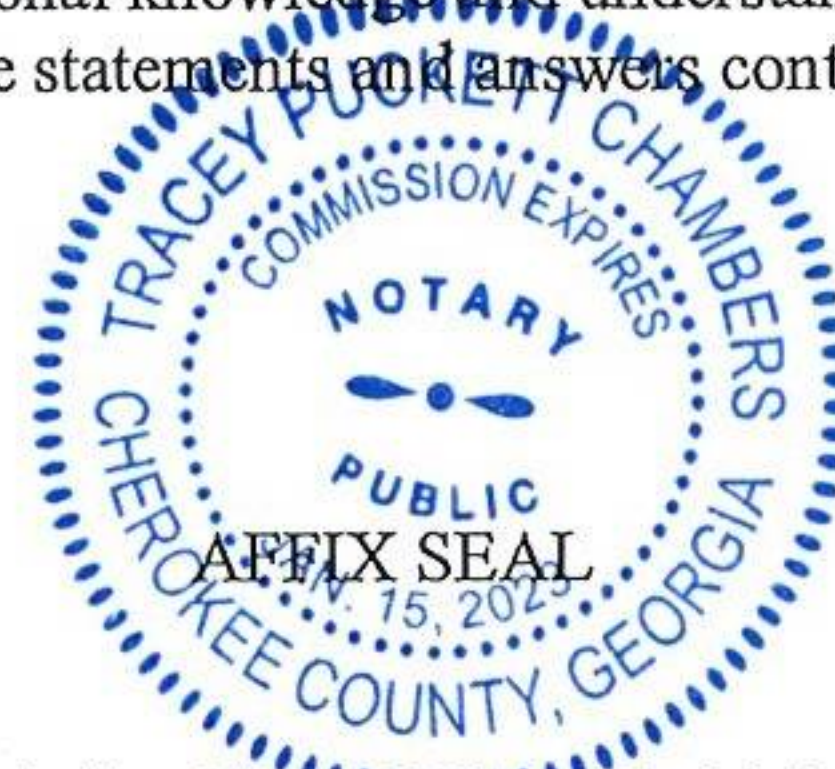
P.O. Box 990, Holly Springs, GA 30142
Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that Robert H. Logan is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
24 DAY OF October, 2019

Tracey Puckett Chambers
Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.

Dyer & Rusbridge, PC
291 E. Main St.
Canton, GA 30114

DEED BOOK:14396 PG:1978
Filed: 09/23/2019 09:32 AM CFN: 28-2019-033043
Rec: \$24.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court Cherokee Cty, GA

CITY OF HOLLY SPRINGS
RIGHT OF WAY DEED
3237 Holly Springs Parkway
Holly Springs, GA. 30115

GEORGIA, CHEROKEE COUNTY
PROJECT NO.: Palm Street Drainage Improvements

THIS CONVEYANCE made and executed the 20 day of September, 20 19.

WITNESSETH that **JUDIE S. MULKEY, VIRGINIA BOBO, KENNETH SMITH, RANDY SMITH, and MODELL PENDERGRASS**, being all the heirs of **NELLIE MAE TEMPLE, deceased**, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in CHEROKEE County through which the Palm Street Drainage Improvements project, has been laid out by the City of Holly Springs being more particularly described in a map and drawing of said road in the office of the City of Holly Springs, 3237 Holly Springs Parkway, Holly springs, Georgia 30115, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to the **City of Holly Springs**, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 592 of the 15th Land District, 2nd Section of Cherokee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 1.074 acres, more or less, as shown on the plat of the property prepared by the city of Holly Springs, last revised August 14, 2019, said plat attached hereto and made a part of this deed as Exhibit "B".

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Holly Springs. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

GRANTOR further asserts that there have been no applications for year's support in the estate listed above, all debts of the estate have been paid, and federal estate taxes cannot result in a lien against the property conveyed herein.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

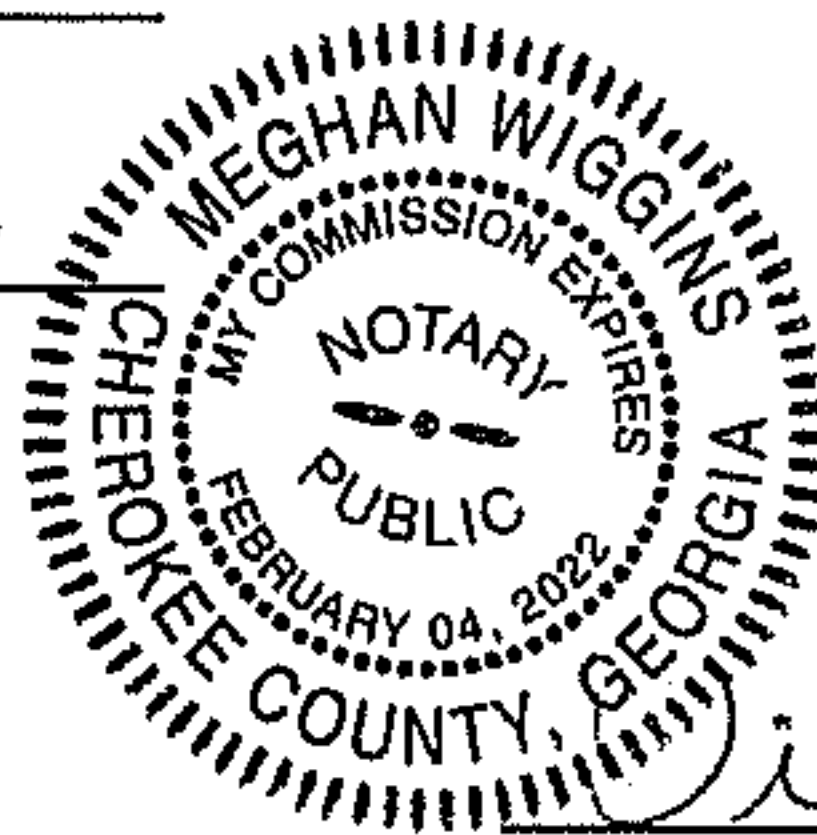
Signed, Sealed and Delivered

this 19 day of September,
20 19, in the presence of:

Kelly Cooney
Witness

Meghan Wiggins
Notary Public

Judie S. Mulkey (L.S.)
JUDIE S. MULKEY



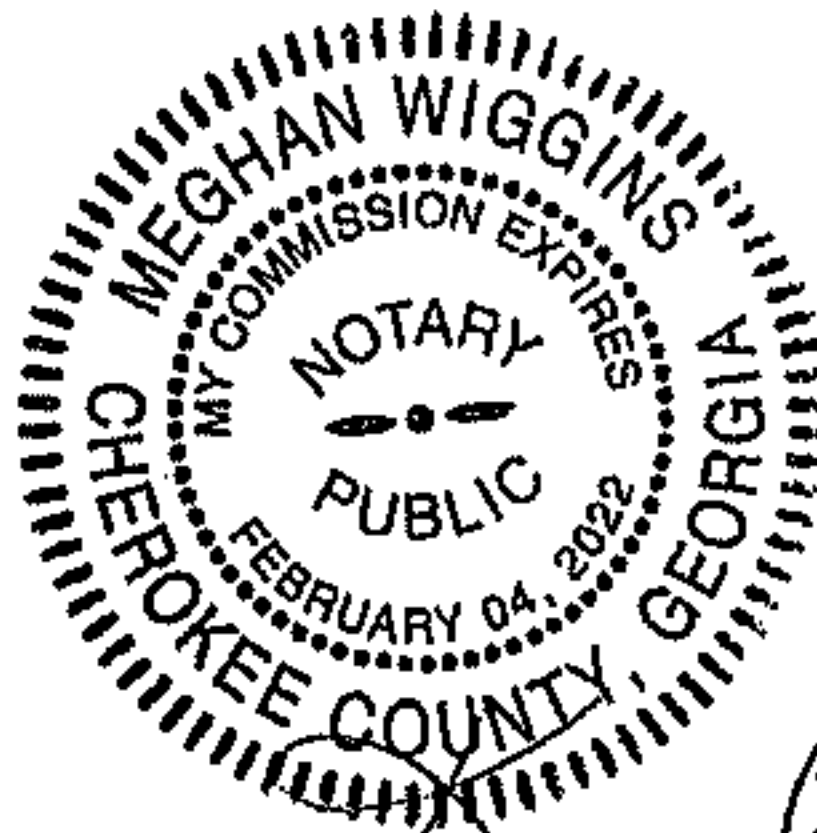
Signed, Sealed and Delivered

this 19 day of September,
20 19, in the presence of:

Kelly Cooney
Witness

Meghan Wiggins
Notary Public

Virginia Bobo (L.S.)
VIRGINIA BOBO



Signed, Sealed and Delivered

this 19 day of September,
20 19, in the presence of:

Kelly Cooney
Witness

Meghan Wiggins
Notary Public

Kenneth Smith (L.S.)
KENNETH SMITH

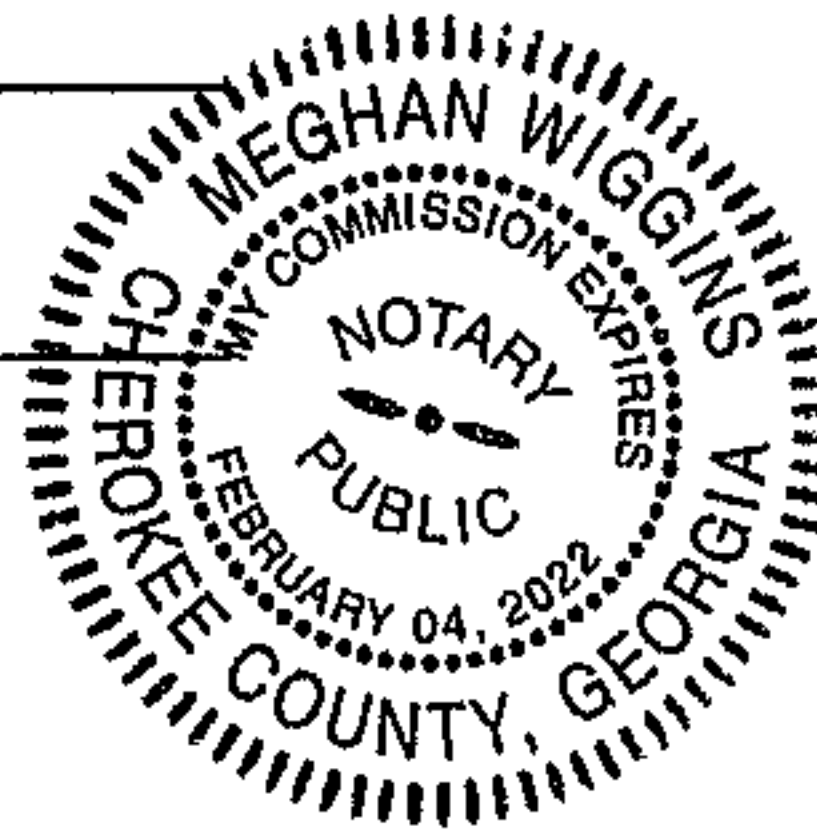


EXHIBIT "A"

PROJECT NO.: PALM STREET DRAINAGE IMPROVEMENTS CHEROKEE COUNTY
PARCEL NO.: 1
REVISION DATE: August 14, 2019

All that tract or parcel of land lying and being in Land Lot 592 of the 15th Land District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

Beginning at an iron stake located on the westerly edge of Old Lebanon-Holly Springs Road, said iron stake is located a distance of 350 feet in a northerly direction from the south land lot line of Land Lot No. 592; thence in a northerly direction along the westerly edge of the aforesaid old road to an iron stake located on the North land lot line of Land Lot no. 592; thence west along the original line to an iron pin located on the easterly right of way of the L & N Railroad, thence in a southerly direction along the East edge of said right of way to an iron stake, said iron stake is located a distance of 350 feet North of the South land lot line of Land Lot No. 592, thence East to point of beginning.

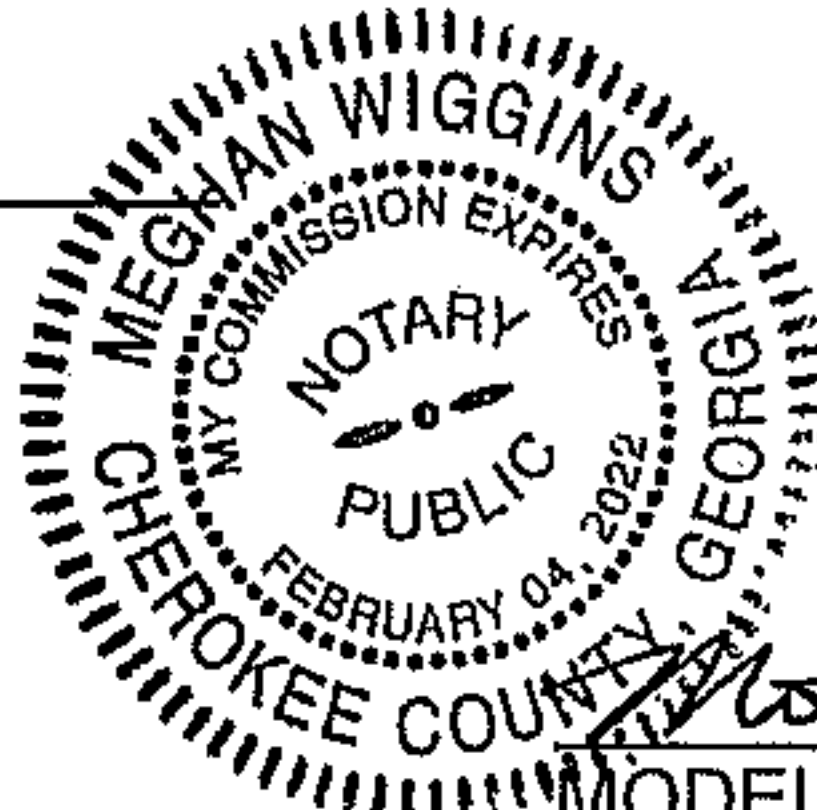
Containing 1.074 acres more or less.

Signed, Sealed and Delivered

this 19 day of September,
20 19, in the presence of:

Kelly Conley
Witness

Meghan Wiggins
Notary Public



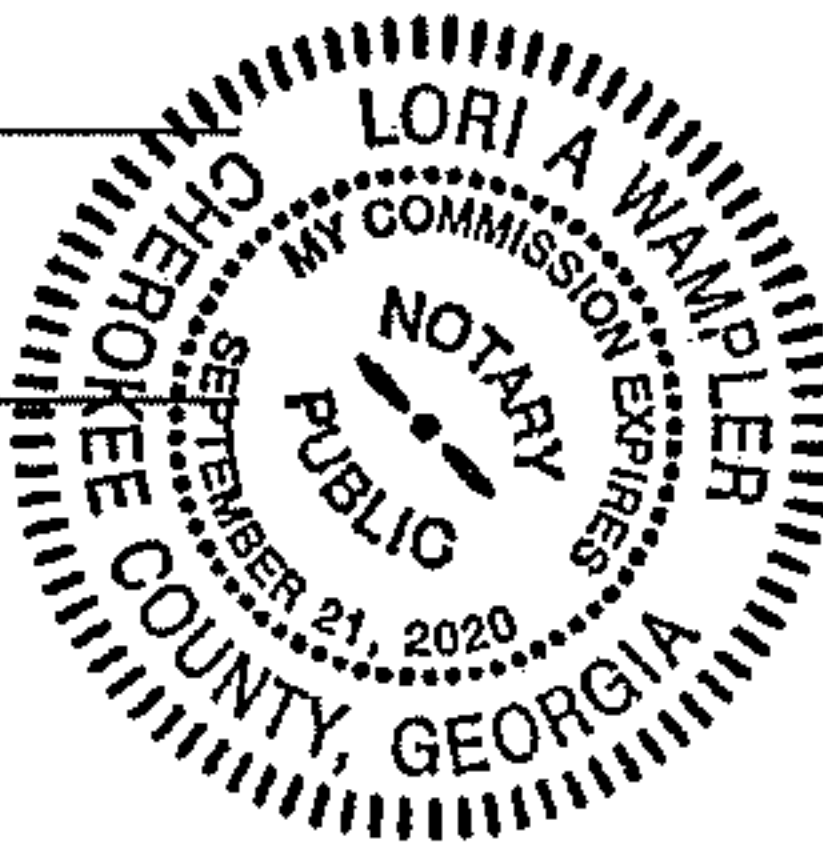
Randy Smith (L.S.)
RANDY SMITH

Signed, Sealed and Delivered

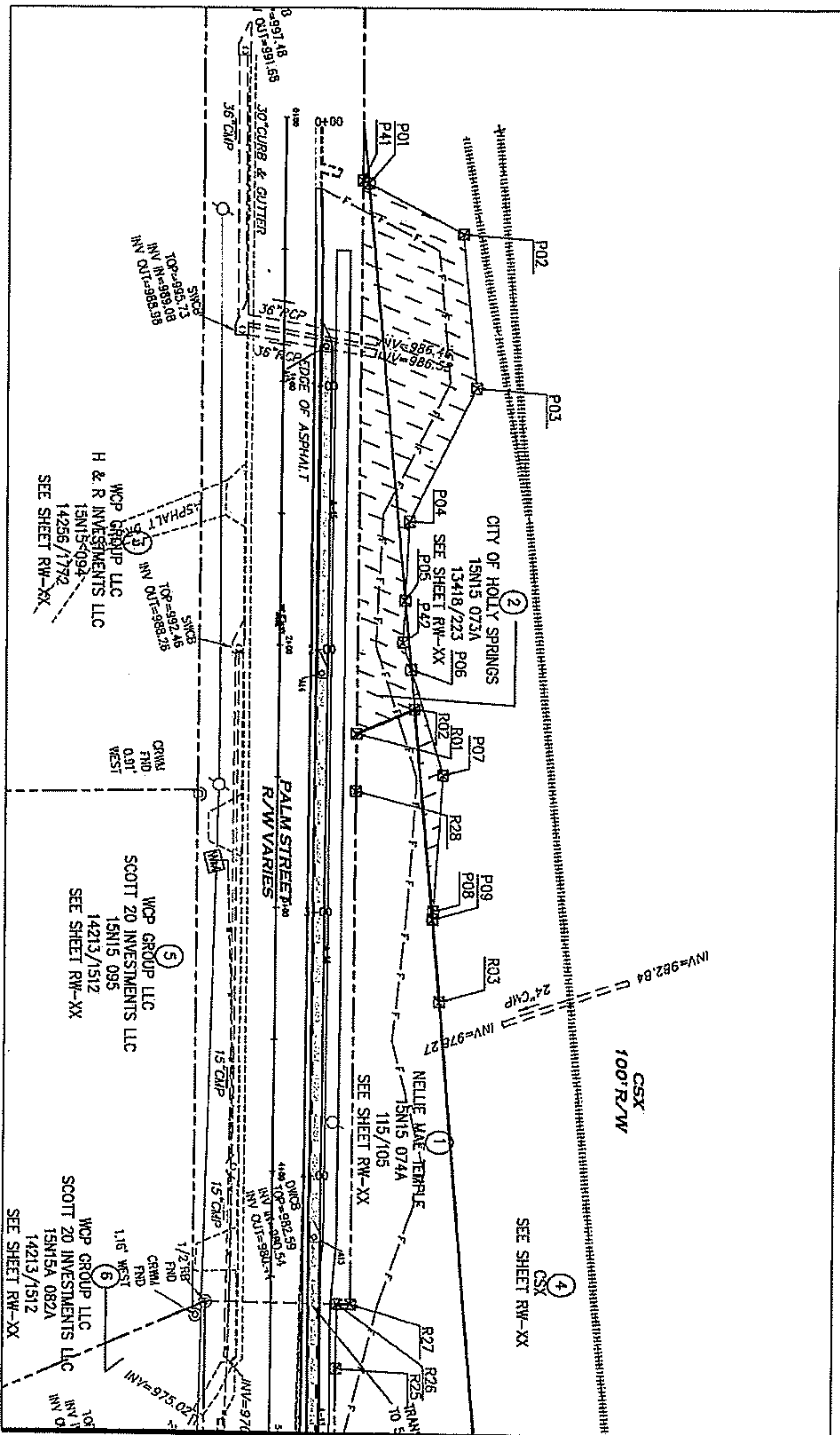
this 18 day of Sept,
20 19, in the presence of:

Jessica Hunt
Witness

Lori A Wampler
Notary Public



Modell Pendergrass (L.S.)
MODELL PENDERGRASS



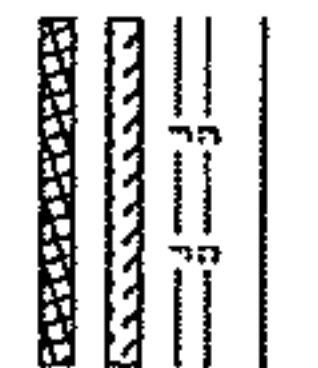
MATCHLINE STA 5+00
SEE SHEET RW-02

PROFIT AND EXPENSE

2009年12月11日

11

EXCLUDED LINK CATEGORIES OR PARTS



BMV & CONSTRUCTION & ENGINEERING

PO BOX 617
MILWAUKEE, WI 53217
414-224-4200
1-800-764-7643



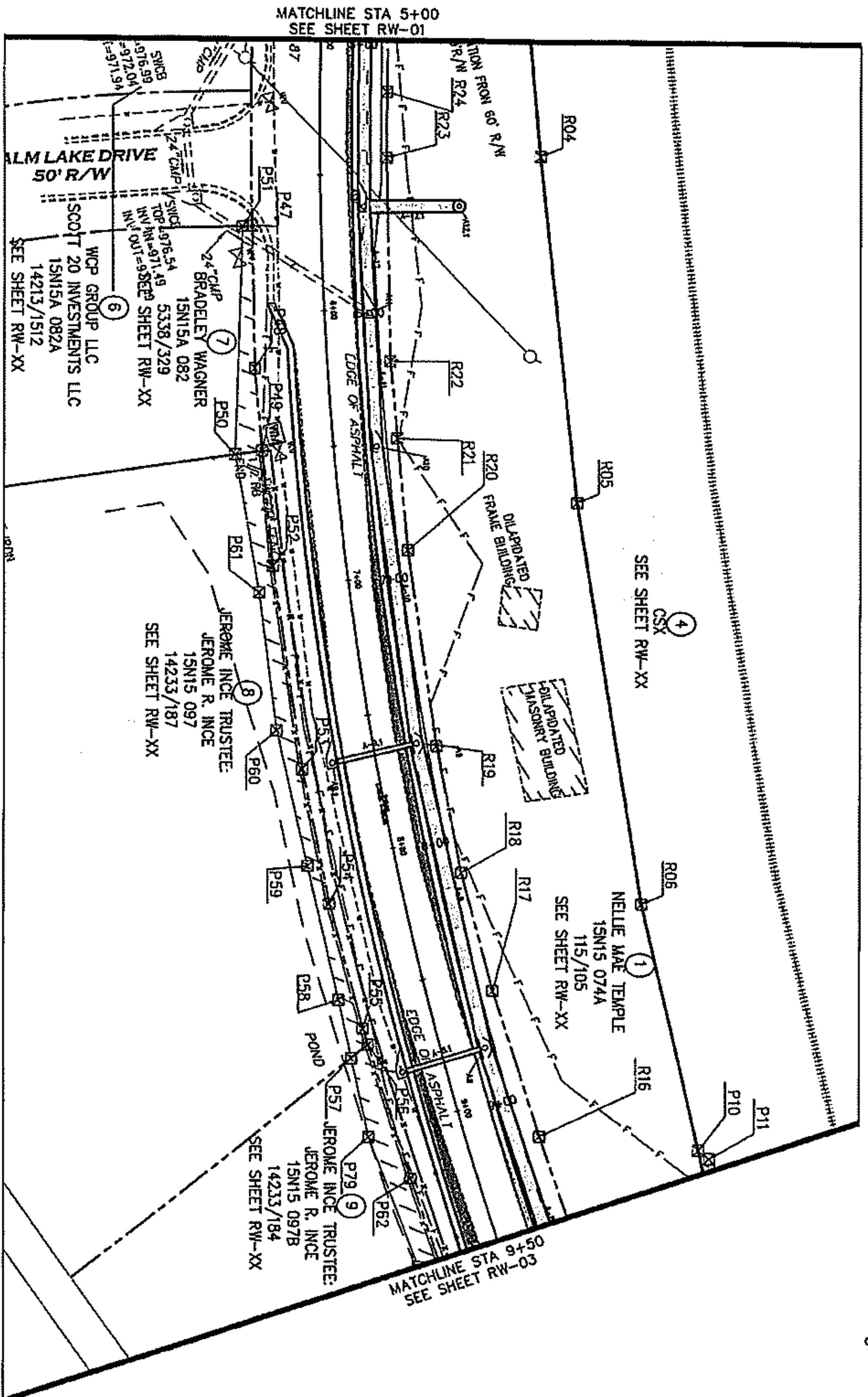
REVISION DATES	
3/2/78	REV. 1.1
6/11/79	REV. 2 - NEW REQUIREMENTS

CITY OF HOLLY SPRINGS

RIGHT OF WAY PLAN

DRAINAGE IMPROVEMENT PROJECT

PH-02



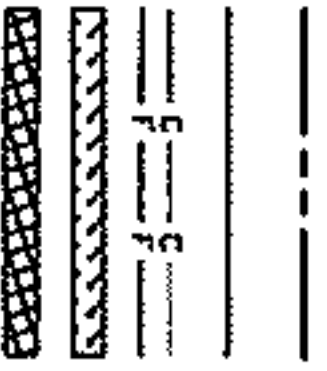
PROFITABILITY AND IZ KYS LINE

RECEIVED A/11 JAN

POSTGRADUATE JES

CAUTION: FOR CONSTRUCTION OF SLOPS

EXCERPT FROM CASE, OF MARY



BW&K
CONSTRUCTION
& ENGINEERING

PO BOX 938
MADISON, AL 37050
PH (615) 444-1200
FAX (615) 444-0013



REMISSION DATES	
3/23/78	BO ST
4/24/78	MOH-CF-WAY REWARDS

CITY OF HOLLY SPRINGS

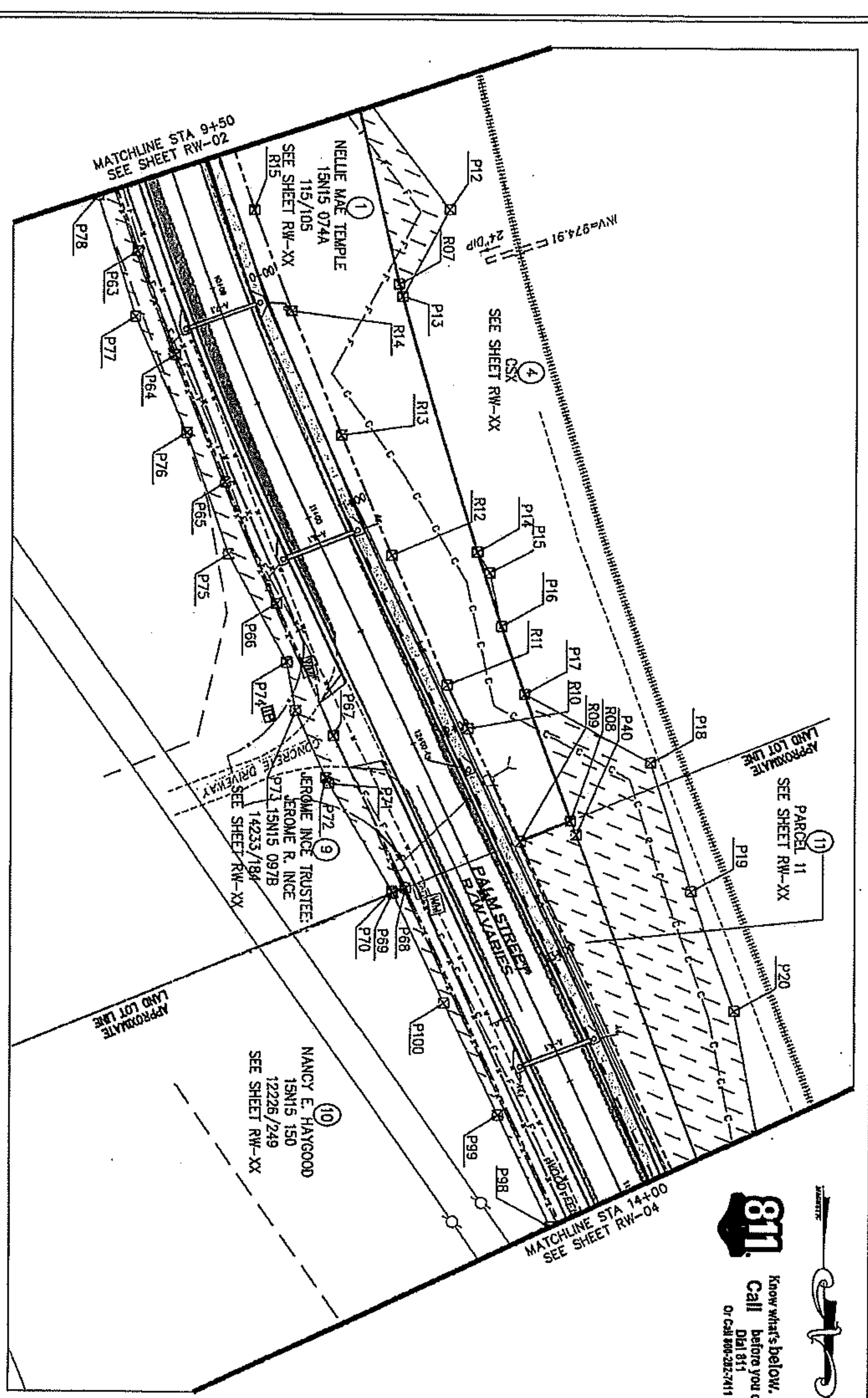
RIGHT OF WAY PLAN

**PALM STREET
DRAINAGE IMPROVEMENT PROJECT**

RW-03



Know what's below.
Call before you dig.
Dial 811
or call 800-282-7411



PROJECT AND EX. SHEET

ADJACENT 1/4" L&C

CONSTRUCTION LIMITS

PROPOSED FOR CONSTRUCTION OF SEWERS

EXISTING FOR EXIST. OR L&C'S

GRAPHIC SCALE

1" = 20' (1" = 20')

BMK
CONSTRUCTION
ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
No. 208, 217
State of Florida
Exp. 12/31/2010

SEAL

DATE: 12/15/10

BY: [Signature]

REVISION DATES		CITY OF HOLLY SPRINGS
NO.	DATE	
1	12/15/10	RIGHT OF WAY PLAN PALM STREET DRAINAGE IMPROVEMENT PROJECT DRAWING NO. RW-04

2019 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114

Bill No.	Due Date	TOTAL DUE
2019-107069	11/15/2019	143.22

Map: 15N15 074 A
Location: PALM ST

Payment Good Through: 11/15/2019
Printed: 08/16/2019

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Cherokee County Tax Commissioner

If you have sold this property, fax a copy of the settlement statement to 678-493-6423.

If you have an escrow forward tax bill to your mortgage company as soon as possible.

Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law.

** Pay online at www.cherokeega.com **
Please note: There is a 3% Merchant Fee charged.
(This fee is not collected by Cherokee County.)



*****AUTO**5-DIGIT 30188 280 227 67363 1 AV 0.383

TEMPLE, NELLIE MAE
P.O. BOX 1308
WOODSTOCK, GA 30188



RETURN THIS PORTION WITH PAYMENT

(Interest will be added monthly if not paid by due date)

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy
Canton, GA 30114



Phone: (678) 493-6400 Fax: (678) 493-6423

Tax Payer: TEMPLE, NELLIE MAE
Map Code: 15N15 074 A REAL
Description: LL 592 DIST 15
Location: PALM ST
Bill No: 2019-107069
District: 001 CHEROKEE COUNTY AT LARGE 001

Building Value	Land Value	Acres	Fair Market Value	Due Date			Payment Good Through	Exemptions	
0	12,600	1.0000	12,600	11/15/2019			11/15/2019		
Entity		Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O		12,600.00	5,040.00	0.00	5,040.00	5.216	26.29	0.00	26.29
SCHOOL M&O		12,600.00	5,040.00	0.00	5,040.00	18.450	92.99	0.00	92.99
SCHOOL BOND		12,600.00	5,040.00	0.00	5,040.00	1.000	5.04	0.00	5.04
PARKS BOND		12,600.00	5,040.00	0.00	5,040.00	.480	2.42	0.00	2.42
COUNTY WIDE FIRE DIST		12,600.00	5,040.00	0.00	5,040.00	3.269	16.48	0.00	16.48
TOTALS						28.415	143.22	0.00	143.22



BILL NUMBER BARCODE

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Bill No:2019-107069	
Current Due	143.22
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	0.00
Back Taxes	0.00
TOTAL DUE	143.22



PLANNING AND ZONING DEPARTMENT

November 21, 2019

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-09-2019 City of Holly Springs

Dear Nancy:

The annexation case A-09-2019 City of Holly Springs was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on November 19, 2019. The case involves parcel 15N15 074 A (1.0 acres) located near the intersection of Palm Street and Palm Lake Drive. The property is currently zoned Single-Family Residential (R-40). In the annexation application, the City described plans to annex and rezone the property to GV (Governmental) for the purpose of implementing a drainage/sidewalk improvement project along this section of Palm Street.

Based on the staff review and discussion at the commission meeting, the Board of Commissioners voted (5-0) to direct staff to express in writing that the Commissioners have no concerns or objections with this annexation. I have included our staff comments so they can be relayed to the Holly Springs City Council.

Feel free to reach out to me if you have any questions.

Sincerely,

Margaret Stallings, AIA, AICP
Principal Planner

CC: Christy Black, County Clerk
Jerry Cooper, County Manager
Rob Logan, City Manager
Jeff Watkins, Director of Planning and Zoning



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Bond: The Reserve at Harmony on the Lakes Phase 3C-1 and 3C-2-Performance Bond

DATE: November 18, 2019

COUNCIL MEETING DATE: December 2, 2019

RECOMMENDATION

STAFF ANALYSIS

The following bond has been requested for release:

Subdivision/Project	Bond Type	Bond Number	Amount
The Reserve Phase 3C-1 and 3C-2	Performance	0740513	\$86,625.00

The City Engineer has inspected the project and approved the release of the bond.

CONCURRENCES

City Engineer

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

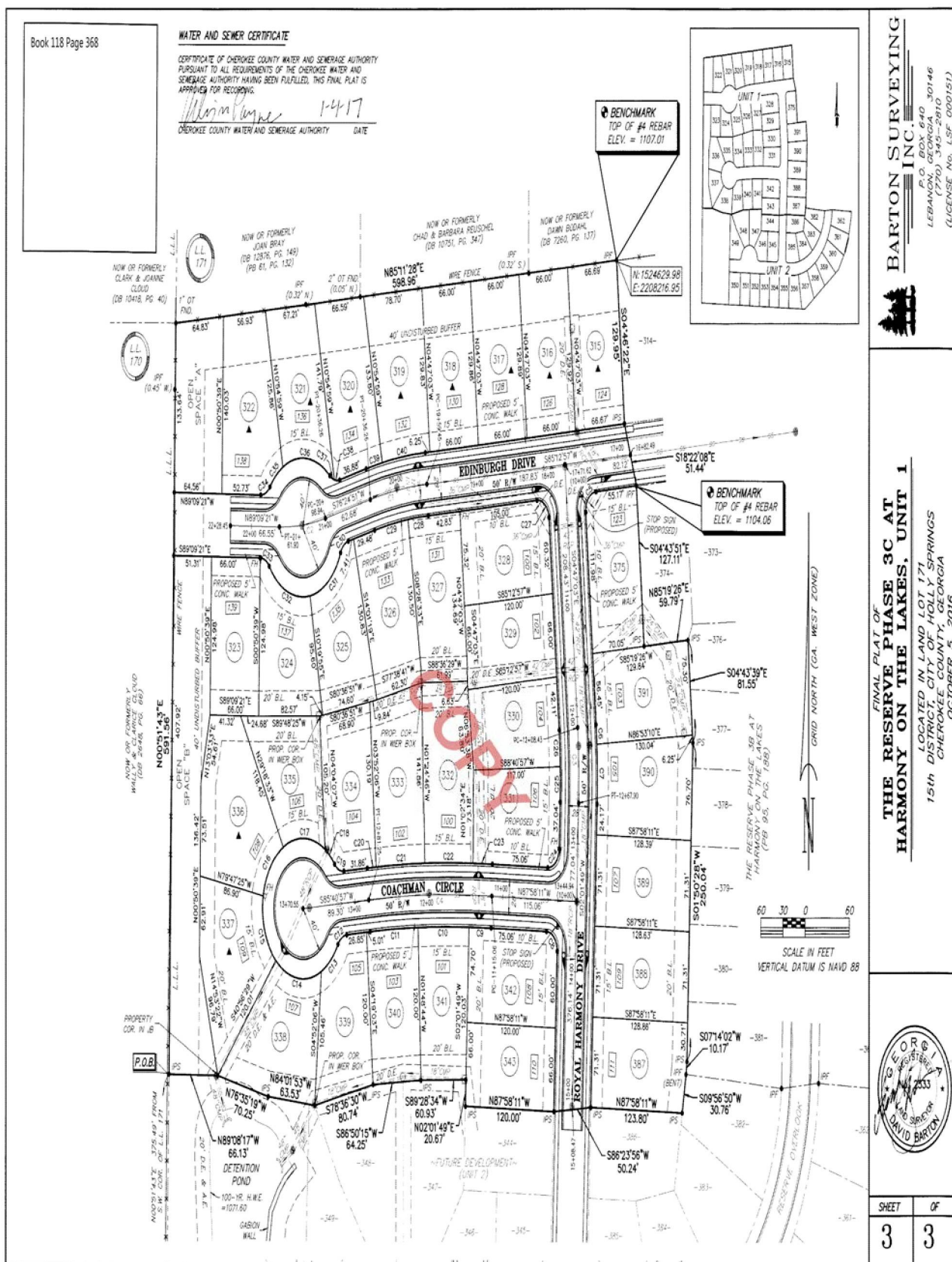
NA

Book 118 Page 368

WATER AND SEWER CERTIFICATE

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.

Wm. P. Baker 1-4-17
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE



BARTON SURVEYING INC.
P.O. BOX 640
LEBANON, GEORGIA 30146
(770) 342-2810
(LICENSE NO. LSP 000151)

**FINAL PLAT OF
THE RESERVE PHASE 3C AT
HARMONY ON THE LAKES, UNIT 1**
LOCATED IN LAND LOT 171
15th DISTRICT, CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA
OCTOBER 5, 2016



SHEET 3 OF 3

Plat
Recorded 6/15/2018 12:15 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 1452
Participant IDs: 6657451494

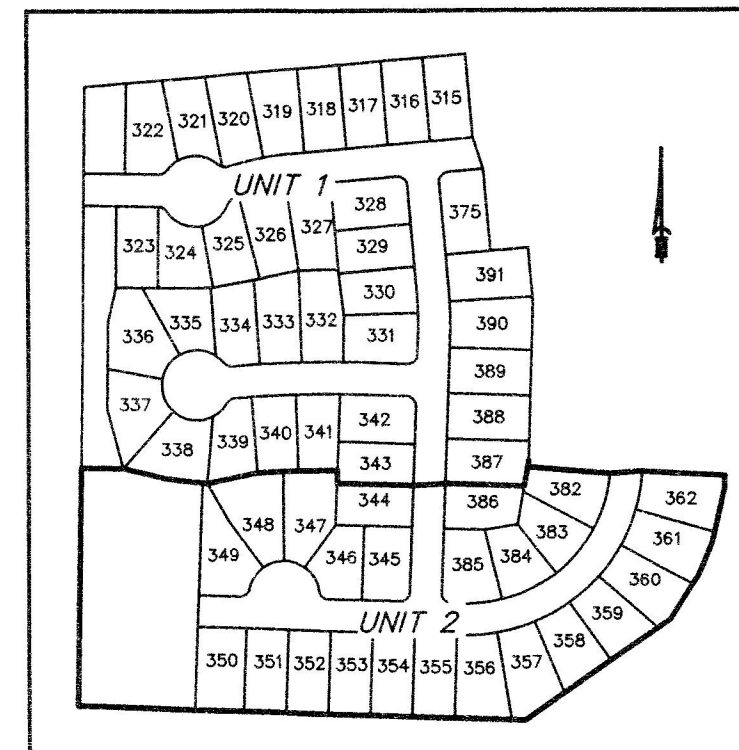


Addresses Assigned By:
Cherokee County GIS
04/03/2018 8:12:35 AM
Ph: (678) 493-6050
Email: kjhecksel@cherokeega.com

WATER AND SEWER CERTIFICATE

CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY
PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE WATER AND
SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS
APPROVED FOR RECORDING.

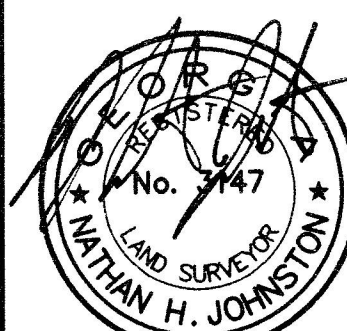
William P. Rame 5-30-18
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE



BARTON SURVEYING
INC.
P.O. BOX 640
LEBANON, GEORGIA 30146
(770) 345-2810
(LICENSE No. LSF 000151)

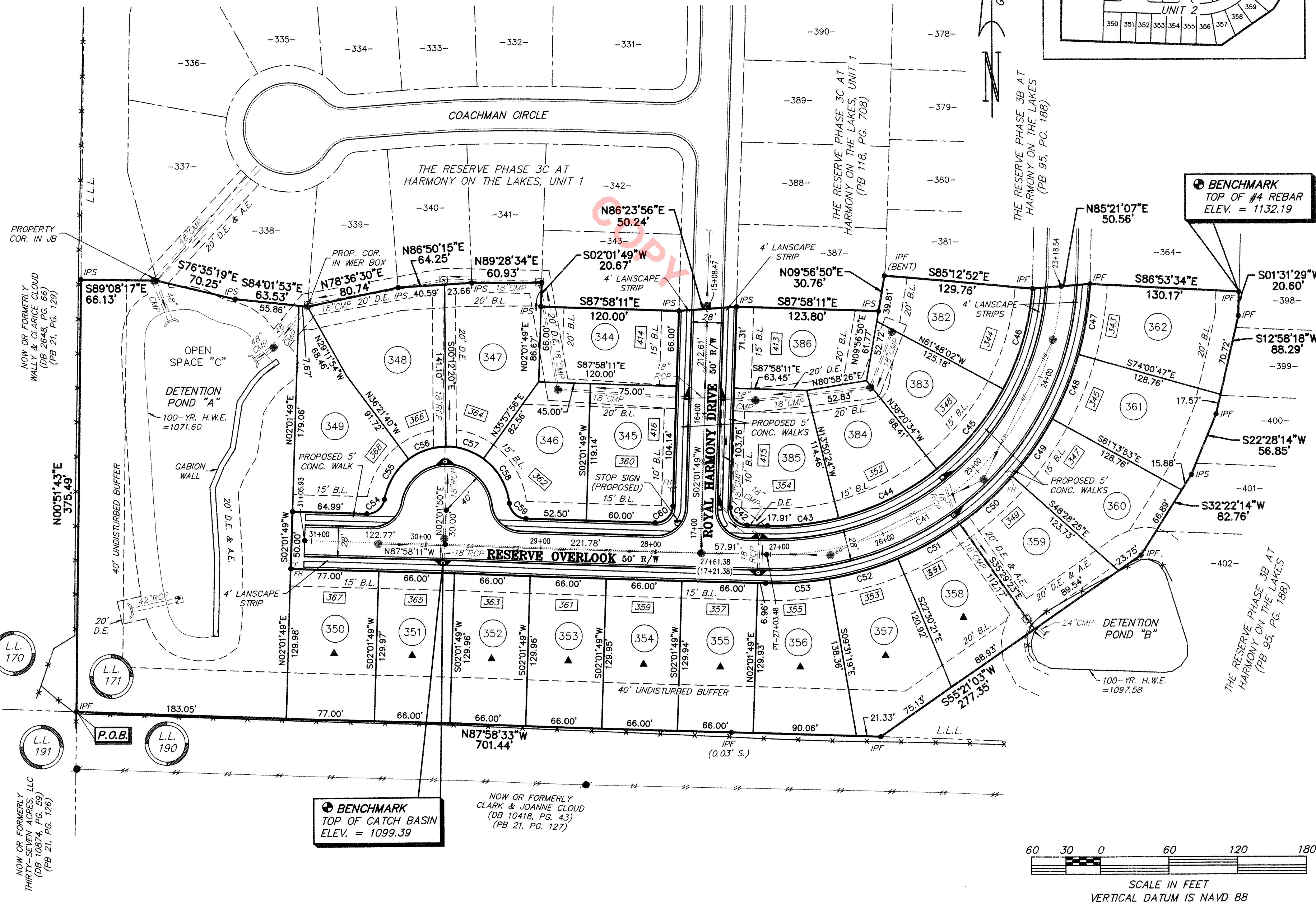
FINAL PLAT OF THE RESERVE PHASE 3C AT HARMONY ON THE LAKES, UNIT 2

LOCATED IN LAND LOT 171
15th DISTRICT, CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA
MARCH 29, 2018



5-9-18

SHEET 3 OF 3



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

December 2, 2019

Meeting Date: _____

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

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

