



City of Holly Springs

Date: Monday, October 21, 2019
Location: 3235 Holly Springs Pkwy.

City Council Work Session Agenda 6:30 p.m., Council Chambers

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. NEW BUSINESS

- A. Discuss a resolution recommending the identification of all property addresses located on Old Highway 5 as “Holly Springs Parkway”
Presented By: Nancy Moon, Community Development Director
- B. Discuss a renewal quote from Esri, Inc. for ArcGIS services
Presented By: Nancy Moon, Community Development Director
- C. Discuss renewal quotes from MCCi for Laserfiche services
Presented By: Ron Carter, Facilities/IT Manager
- D. Discuss quotes for security fencing around the silos on Stringer Road
Presented By: Ron Carter, Facilities/IT Manager
- E. Discuss a quote from Dito, LLC
Presented By: Ron Carter, Facilities/IT Manager
- F. Discuss a proposal for design, construction management, engineering, and fire protection design services for City Hall in the Town Center Project
Presented By: Robert H. Logan, City Manager
- G. Discuss a proposal for design, construction management, engineering, and fire protection design services for the mixed-use buildings in the Town Center Project
Presented By: Robert H. Logan, City Manager
- H. Discuss a proposal for design, construction management, engineering, and fire protection design services for the restroom pavilions in the Town Center Project
Presented By: Robert H. Logan, City Manager

- I. Discuss a proposal for design, construction management, engineering, and fire protection design services for the amphitheater stage, dressing room, and restrooms in the Town Center Project
Presented By: Robert H. Logan, City Manager
- J. Discuss the naming of the new roadway from Walnut Street to Hickory Road
Presented By: Robert H. Logan, City Manager
- K. Discuss a Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation, Proposal No. P19128 (Revised)
Presented By: Robert H. Logan, City Manager
- L. Discuss the Professional Services Agreement Addendum No. 11 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- M. Discuss a Professional Services Agreement Addendum No. 12 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- N. Discuss a Contract Change Order for the Hickory Road and Palm Street Intersection Improvements Project
Presented By: Robert H. Logan, City Manager
- O. Discuss an estimate for the demolition of the structure located at 95 Palm Street
Presented By: Robert H. Logan, City Manager
- P. Discuss a Creative Brief, Holly Springs Town Center – Revision 3
Presented By: Robert H. Logan, City Manager
- Q. Discuss the job description for Bailiff (Civilian)
Presented By: Robert H. Logan, City Manager
- R. Discuss the job description for Custodian
Presented By: Robert H. Logan, City Manager
- S. Discuss terminating an agreement between GovSense, LLC and the City of Holly Springs
Presented By: Robert H. Logan, City Manager
- T. Discuss terminating an agreement between Oracle America, Inc. and the City of Holly Springs
Presented By: Robert H. Logan, City Manager
- U. Discuss a resolution in support of maintaining local control of building design standards on residential dwellings
Presented By: Robert H. Logan, City Manager

- V. Discuss Service Delivery Strategy Form 2 documents and supporting memorandums of understanding and intergovernmental agreements for submission to the Cherokee County Board of Commissioners
Presented By: Robert H. Logan, City Manager
- W. Discuss early implementation of Governmental Accounting Standards Board (GASB) Statement No. 89, “Accounting for Interest Cost Incurred Before the End of a Construction Period”
Presented By: Robert H. Logan, City Manager
- X. Discuss amendments to the City of Holly Springs Financial Management Policy
Presented By: Robert H. Logan, City Manager
- Y. Discuss a proclamation recognizing Support Our Seniors Day
Presented By: Robert H. Logan, City Manager
- Z. Discuss a proclamation recognizing Red Ribbon Week
Presented By: Robert H. Logan, City Manager
- AA. Discuss a proclamation recognizing Retired Educators Day
Presented By: Robert H. Logan, City Manager

IV. ADJOURNMENT

**City Council Meeting
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. SPECIAL PRESENTATION
- 10 Years of Service Recognition – Chief Michael Carswell and Corporal Greg Bettis
 - Support Our Seniors Day Proclamation, presented to Marcine Johnson, Volunteer Aging Council
 - Red Ribbon Week Proclamation, presented to Drug Free Cherokee
 - Retired Educators Day Proclamation

V. CONSENT AGENDA

1. September 5, 2019 Council Meeting Minutes
2. September 16, 2019 Council Meeting Minutes

V. UNFINISHED BUSINESS

3. Approve/deny MA-09-2019, applicant requests rezoning of 11.07 +/- acres located off of Marble Quarry Road, Holly Springs, GA, tax parcel 050 of tax plat 15N14, from R-20, Single Family Residential to TND, Traditional Neighborhood Development

VI. NEW BUSINESS

4. Approve/deny a resolution recommending the identification of all property addresses located on Old Highway 5 as "Holly Springs Parkway"
5. Approve/deny Quotation No. 25926459 from Esri, Inc. for ArcGIS services in amount not to exceed \$5,100
6. Approve/deny Invoice No. 00018498 from MCCi for the annual renewal of Laserfiche Support in an amount not to exceed \$11,272.50
7. Approve/deny a pricing proposal from MCCi for ECM Software Licensing for Avante and Annual Software Support/Subscription – Basic LSAP in an amount not to exceed \$1,473
8. Approve/deny a quote from Allied Fence for security fencing around the silos on Stringer Road in an amount not to exceed \$7,899
9. Approve/deny a quote from Dito, LLC for G Suite Business in amount not to exceed \$10,080
10. Approve/deny a proposal from Caldwell Cline Architects and Designers for design, construction management, engineering, and fire protection design services for City Hall in the Town Center Project
11. Approve/deny a proposal from Caldwell Cline Architects and Designers for design, construction management, engineering, and fire protection design services for the mixed-use buildings in the Town Center Project
12. Approve/deny a proposal from Caldwell Cline Architects and Designers for design, construction management, engineering, and fire protection design services for the restroom pavilions in the Town Center Project

13. Approve/deny a proposal from Caldwell Cline Architects and Designers for design, construction management, engineering, and fire protection design services for the amphitheater stage, dressing room, and restrooms in the Town Center Project
14. Approve/deny the naming of the new roadway from Walnut Street to Hickory Road as Betty Barrett Way
15. Approve/deny a Proposal from Oasis Consulting Services for Subsurface Exploration and Geotechnical Engineering Evaluation, Proposal No. P19128 (Revised) in an amount not to exceed \$4,870
16. Approve/deny the Professional Services Agreement Addendum No. 11 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed
17. Approve/deny a Professional Services Agreement Addendum No. 12 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed
18. Approve/deny a Contract Change Order from Georgia Development Partners LLC, Project No. 19-013, Change Order No. 3, for the Hickory Road and Palm Street Intersection Improvements Project in an amount not to exceed \$5,224.30, with total contract price not to exceed \$3,389,247.55
19. Approve/deny an estimate from Georgia Development Partners, LLC for mobilization, building demolition and removal, and septic tank removal of the structure located at 95 Palm Street in an amount not to exceed \$36,700
20. Approve/deny a Creative Brief from Clementine Creative, Holly Springs Town Center – Revision 3, Logo 3A
21. Approve/deny the job description for Bailiff (Civilian)
22. Approve/deny the job description for Custodian
23. Approve/deny terminating an agreement between GovSense, LLC and the City of Holly Springs
24. Approve/deny terminating an agreement between Oracle America, Inc. and the City of Holly Springs
25. Approve/deny a resolution in support of maintaining local control of building design standards on residential dwellings
26. Approve/deny Service Delivery Strategy Form 2 documents and supporting memorandums of understanding and intergovernmental agreements for submission to the Cherokee County Board of Commissioners

27. Approve/deny early implementation of Governmental Accounting Standards Board (GASB) Statement No. 89, "Accounting for Interest Cost Incurred Before the End of a Construction Period"
28. Approve/deny amendments to the City of Holly Springs Financial Management Policy Cash and Investment Management Section and the Debt Issuance & Management Section

VII. REPORTS

VIII. ADJOURNMENT

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS RECOMMENDING THE IDENTIFICATION OF ALL PROPERTY ADDRESSES LOCATED ON OLD HIGHWAY 5 AS "HOLLY SPRINGS PARKWAY" AS SHOWN IN THE ATTACHED EXHIBIT A; AND FOR OTHER PURPOSES.

WHEREAS, Cherokee County GIS has recognized all property addresses off Old Highway 5 as "Holly Springs Parkway"; and

WHEREAS, a recent review by Cherokee County E-911 has discovered that approximately forty-six (46) property addresses have continued to use an address related to Old Highway 5 in lieu of the actual road name of Holly Springs Parkway; and

WHEREAS, a list of such properties has been attached hereto as Exhibit A for review and reference purposes; and

WHEREAS, in order to avoid any confusion with the E-911 system and to ensure proper responses by first responders, it has been recommended that any property using an address of Old Highway 5 be changed to a Holly Springs Parkway address; and

WHEREAS, each property owner identified in the attached Exhibit A has been notified regarding this change; and

WHEREAS, each property will be able to maintain the same number of their current address; however, the street name will be changed from Old Highway 5 to Holly Springs Parkway; and

WHEREAS, the proposed address changes have been reviewed by the Cherokee County GIS Department to ensure that there are no duplicate numbers or properties with conflicting addresses; and

WHEREAS, in addition, the proposed address changes have been reviewed by the Cherokee County E-911 Department for confirmation of acceptance; and

WHEREAS, the Holly Springs City Council wishes to formally approve the address changes for all properties identified in the attached Exhibit A; and

WHEREAS, this change will benefit and promote the health, safety, morals, and welfare of the citizens of Holly Springs, Georgia; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Holly Springs City Council; and

WHEREAS, the Holly Springs City Council hereby grants the Mayor the authority to execute any documents and to take all further actions necessary to carry out the intents and purposes of this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOLLY SPRINGS, GEORGIA, that the City of Holly Springs hereby approves of the changing of all property addresses shown in the attached Exhibit A to be updated from a street name of Old Highway 5 to street name of Holly Springs Parkway.

This Resolution is adopted this 21st day of October 2019.

Attest:

Steven W. Miller, Mayor

Karen Norred, City Clerk
(Seal)

Business Name	Business Address	Business City, State, Zip	Phone #	New Business Address	Location Details
RITE AID	5329 Old Hwy 5	HOLLY SPRINGS, GA 30188		5329 Holly Springs Pkwy	
TACOS AND BEER 2 LLC, dba TACOS AND BEER MEXICAN	5335 Old Hwy 5 Ste 101	HOLLY SPRINGS, GA 30188	770-718-6061	5335 Holly Springs Pkwy Ste 101	
GOLDEN HOUSE	5335 Old Hwy 5 Ste 104	HOLLY SPRINGS, GA 30188	770-924-6608	5335 Holly Springs Pkwy Ste 104	
OLE 5 VAPOR, LLC	5335 Old Hwy 5 Ste 103	HOLLY SPRINGS, GA 30188	404-783-8884	5335 Holly Springs Pkwy Ste 103	
ACE CLEANERS	5335 Old Hwy 5 Ste 100	HOLLY SPRINGS, GA 30188	770-924-9722	5335 Holly Springs Pkwy Ste 100	
KROGER STORE # 430	5339 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-924-2557	5339 Holly Springs Pkwy	
ecoATM LLC	5339 Old Hwy 5 INSIDE KROGER	HOLLY SPRINGS, GA 30188		5339 Holly Springs Pkwy	X
REDBOX AUTOMATED RETAIL, LLC	5341 Old Hwy 5	HOLLY SPRINGS, GA 30188	630-756-8000	5341 Holly Springs Pkwy	
GREAT CLIPS - TOONIGH VILLAGE	5341 Old Hwy 5 Ste 201	HOLLY SPRINGS, GA 30188	770-591-3710	5341 Holly Springs Pkwy Ste 201	
H & R BLOCK EASTERN ENTERPRISES INC	5341 Old Hwy 5 Ste 204	HOLLY SPRINGS, GA 30188	816-759-0002	5341 Holly Springs Pkwy Ste 204	
NAILS SMART	5341 Old Hwy 5, Ste 200	HOLLY SPRINGS, GA 30188	770-517-2323	5341 Holly Springs Pkwy, Ste 200	
BRIGHTEST ASSETS LLC	5341 Old Hwy 5 Ste 205	HOLLY SPRINGS, GA 30188	678-764-2933	5341 Holly Springs Pkwy Ste 205	
HAO HAO MASSAGE	5341 Old Hwy 5 Ste 202	HOLLY SPRINGS, GA 30188		5341 Holly Springs Pkwy Ste 202	
TRINITY DRIVER EDUCATION SCHOOL	5341 Old Hwy 5 Ste 206	HOLLY SPRINGS, GA 30188	770-517-7377	5341 Holly Springs Pkwy Ste 206	
VANY'S HAIR SALON	5341 Old Hwy 5 Ste 207	HOLLY SPRINGS, GA 30188	770-516-5953	5341 Holly Springs Pkwy Ste 207	
WEIGHT WATCHERS / WW NORTH AMERICA HOLDINGS, INC	5341 Old Hwy 5 Ste 210	HOLLY SPRINGS, GA 30188	770-331-5121	5341 Holly Springs Pkwy Ste 210	
JM OF HOWELL MILL, LLC DBA JERSEY MIKE'S SUBS	5341 Old Hwy 5, Ste 203	HOLLY SPRINGS, GA 30188	770-926-7775	5341 Holly Springs Pkwy, Ste 203	
ADB HOSPITALITY CORP DBA SIDELINES GRILLE	5343 Old Hwy 5 Ste 301	HOLLY SPRINGS, GA 30188	770-384-8244	5343 Holly Springs Pkwy Ste 301	
GURDEV INC DBA TNT PACKAGE STORE	5343 Old Hwy 5 Ste 305 & 306	HOLLY SPRINGS, GA 30188	770-591-5524	5343 Holly Springs Pkwy Ste 306	
HOOVER FOODS INC DBA WENDY'S	5345 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-448-0300	5345 Holly Springs Pkwy	
GETAJOB, LLC	6230 Old Hwy 5 Ste 2	HOLLY SPRINGS, GA 30188		6230 Holly Springs Pkwy Ste 2	
DAN HILL, LLC DBA WORKOUT ANYTIME WOODSTOCK	6232 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-765-2914	6232 Holly Springs Pkwy	
EXPRESS PACK - N - SHIP	6234 Old Hwy 5 Ste D9	HOLLY SPRINGS, GA 30188	770-262-1495	6234 Holly Springs Pkwy Ste D9	
J.C. NEW CAPITAL, INC. DBA PRIDE CLEANERS	6234 Old Hwy 5 Ste D16	HOLLY SPRINGS, GA 30188	678-494-2192	6234 Holly Springs Pkwy Ste D16	
ELEGANT NAILS ANN, LLC	6234 Old Hwy 5 Ste D-11	HOLLY SPRINGS, GA 30188	678-401-4734	6234 Holly Springs Pkwy Ste D-11	
HONG SHI INC. DBA PACIFIC SPICE	6234 Old Hwy 5 Ste D15	HOLLY SPRINGS, GA 30188	770-928-1899	6234 Holly Springs Pkwy Ste D15	
JOHN ELMORE AGENCY, LLC	6234 Old Hwy 5 Ste D-3	HOLLY SPRINGS, GA 30188		6234 Holly Springs Pkwy Ste D-3	
ZABDI MEN'S GROOMING SERVICES	6234 Old Hwy 5 Ste D6	HOLLY SPRINGS, GA 30188	770-926-6488	6234 Holly Springs Pkwy Ste D6	
SUBWAY	6234 Old Hwy 5, Ste D-10	HOLLY SPRINGS, GA 30188	404-583-6193	6234 Holly Springs Pkwy, Ste D-10	
TASTE OF ITALY	6234 Old Hwy 5, Ste D4	HOLLY SPRINGS, GA 30188	678-388-7270	6234 Holly Springs Pkwy, Ste D4	
REDBOX AUTOMATED RETAIL LLC	6236 Old Hwy 5	HOLLY SPRINGS, GA 30188	630-756-8978	6236 Holly Springs Pkwy	X
DOLLAR TREE #07390	6238 Old Hwy 5 Ste C1	HOLLY SPRINGS, GA 30188		6238 Holly Springs Pkwy Ste C1	
DANCE AND MUSIC ACADEMY OF WOODSTOCK	6238 Old Hwy 5 C-3	HOLLY SPRINGS, GA 30188	770-924-1661	6238 Holly Springs Pkwy C-3	
ONE TAEKWONDO CENTER, INC	6238 Old Hwy 5 Ste B7	HOLLY SPRINGS, GA 30188	770-240-1833	6238 Holly Springs Pkwy Ste B7	
ABSOLUTE PILATES, LLC	6238 Old Hwy 5 Ste C4	HOLLY SPRINGS, GA 30188	770-241-9283	6238 Holly Springs Pkwy Ste C4	
HAIR 2.0, INC.	6240 Old Hwy 5 Ste B4	HOLLY SPRINGS, GA 30188		6240 Holly Springs Pkwy Ste B4	
SAMURAI DRAGON HIBACHI, SUSHI & RAMEN	6242 Old Hwy 5 Ste A3	HOLLY SPRINGS, GA 30188	678-445-5599	6242 Holly Springs Pkwy Ste A3	
LASTING IMPRESSIONS BOUTIQUE	6242 Old Hwy 5 Ste A2A	HOLLY SPRINGS, GA 30188	706-530-1157	6242 Holly Springs Pkwy Ste A2A	
THE FINAL DUNGEON, LLC	6242 Old Hwy 5 Ste A2B	HOLLY SPRINGS, GA 30188		6242 Holly Springs Pkwy Ste A2B	
TIMOTHY A BENICH, DDS, PC	6304 Old Hwy 5 Ste 100	HOLLY SPRINGS, GA 30188	770-924-0157	6304 Holly Springs Pkwy Ste 100	
NORTH GEORGIA ORAL SURGERY, PC	6304 Old Hwy 5 Ste 103	HOLLY SPRINGS, GA 30188	770-591-9555	6304 Holly Springs Pkwy Ste 103	
County Jurisdiction					
SINGLE FAMILY RESIDENTIAL	5541 Old Hwy 5	HOLLY SPRINGS, GA 30188		5541 Holly Springs Pkwy	
TEXACO GAS STATION	6315 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-928-9681	6315 Holly Springs Pkwy	
DANGER ASSOCIATES	6355 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-591-8505	6355 Holly Springs Pkwy	
NORTH METRO POOL & SPA	6409 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-928-6879	6409 Holly Springs Pkwy	
LITTLE RIVER MOBILE HOME PARK	6535 Old Hwy 5	HOLLY SPRINGS, GA 30188	770-928-6656	6535 Holly Springs Pkwy	





Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 10/02/2019
To: Nancy Moon
Organization: City of Holly Springs
Community Development Dept
Fax #: 770-345-0209 **Phone #:** 770-345-5533

From: Jillian Monson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2980
Email: JMonson@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25926459
Document Date: 10/02/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2980
Fax #: 909-307-3083

Quotation

Date: 10/02/2019**Quotation Number:** 25926459

City of Holly Springs
Community Development Dept
P.O. Box 990
Holly Springs GA 30142-0990
Attn: Nancy Moon

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Jillian Monson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 298874

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 01/01/2020 End Date: 12/31/2020	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 01/01/2020 End Date: 12/31/2020	700.00	700.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2020 End Date: 12/31/2020	500.00	500.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2020 End Date: 12/31/2020	500.00	500.00
4010	1	87192	400.00	400.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Jillian Monson**Ext:** 2980

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2980
Fax #: 909-307-3083

Quotation

Page 2

Date: 10/02/2019

Quotation Number: 25926459

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS Desktop Basic Single Use Primary Maintenance				
Start Date: 01/01/2020				
End Date: 12/31/2020				

Item Subtotal	5,100.00
Estimated Tax	0.00
Total	USD 5,100.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752980
Fax #: 909-307-3083

Quotation

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Date: 10/02/2019

Quotation Number: 25926459

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2980
Fax #: 909-307-3083

Quotation

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Date: 10/02/2019

Quotation No: 25926459

Customer No: 298874

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



1958A Commonwealth LN
Tallahassee, FL 32303
FEIN: 33-1069550
Questions: billing@mccinnovations.com

INVOICE

Page 1

Bill To:

HOLLY SPRINGS, GEORGIA
rcarter@hollyspringsga.us; knorred@hollyspringsga.us
PO BOX 990
HOLLY SPRINGS, GA 30142

Invoice Number	00018498
Invoice Date	9/18/2019
PO Number	LSAP RENEWAL 2019
Customer Id	60-60922
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	LF SUPPORT RENEWAL	\$11,272.50	\$11,272.50
LSAP Renewal 2019 Annual Support Renewal- Coverage: 11/13/2019 - 11/12/2020			

Subtotal	\$11,272.50
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$11,272.50

Payment by ACH (preferred):

Enterprise Bank
ABA: 081006162
Account: 1293909

Payment by check:

MCCI, LLC
PO Box 790379
St. Louis, MO 63179-0379



PRICING PROPOSAL

1958-A Commonwealth Lane
Tallahassee, FL 32303
850.701.0725
850.564.7496 fax

Complete and return to:
billing@mccinnovations.com

Client Name: Holly Springs, GA

Order Date: October 15, 2019

Product Description:	Qty.	Cost	Prorated for 13 Months	Total
ECM SOFTWARE LICENSING FOR AVANTE				
☒ Laserfiche Avante Full Named User <i>Includes Snapshot, Email, and Workflow</i>	2	\$500.00	N/A	\$1,000.00
☒ Laserfiche Avante Advanced Audit Trail	2	\$100.00	N/A	\$200.00
ECM Software Licensing Total				\$1,200.00
ANNUAL SOFTWARE SUPPORT/SUBSCRIPTION - BASIC LSAP				
☒ Laserfiche Avante Full Named User <i>Includes Snapshot, Email, and Workflow</i>	2	\$105.00	\$113.75	\$227.50
☒ Laserfiche Avante Advanced Audit Trail	2	\$21.00	\$22.75	\$45.50
Annual Support Total				\$273.00
<i>For budgetary purposes, the Client should include \$252.00 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCI's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.</i>				
Total Project Cost				\$1,473.00

All Quotes Expire in 30 Days

This completed form will constitute as an order and will be in accordance with the terms and conditions of the existing contract between MCCI and the Client. Pricing is valid for 30 days from date appearing on this order. MCCI will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Note: MCCI will prorate the support of this additional software to be congruent with your current Laserfiche system's support (LSAP) dates, the purpose of which is to align all software with one support date so maintenance of your account is made easy. MCCI will bill for the actual amount of support, which may be higher or lower than quoted. To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount. Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.



COUNCIL AGENDA REPORT

FROM: Ron Carter

CC: City Clerk
Public Information

SUBJECT: Fencing for providing security of the Cagle Silos.

DATE: 10/11/2019

COUNCIL MEETING DATE: 10/21/2019

RECOMMENDATION

Select a vendor to provide security fencing around the Cagle silos.

REPORT-IN-BRIEF

In order to provide a form of security and safety around the Cagle silos, quotes were solicited from three fencing companies. They were Apex Fence Company, Allied Fence, and Marietta Fence. Of the three, only two were willing to provide a quote. The specifications were matching.

The two companies that provided quotes were Apex Fencing Company for \$9,953.00 and Allied Fence for \$7,899.00. It is recommended to award the project to Allied Fence. We also have used Allied Fence in prior projects in the city and their work is excellent.

DISCUSSION

None

CONCURRENCES

Finance and Administration

FISCAL IMPACT

\$7,899.00

ALTERNATIVES

Status quo

ATTACHMENTS

Quote.



Date:	September 27 th , 2019	Estimator:	John Watson
Attention:	Ron Carter	Phone:	(770) 425-0048
Email:	rcarter@hollyspringsga.us	Email:	john@apexfencecompany.com
Phone:	(770) 345-5536		
Project:	Old Cagle Farm Silo Fencing		
Address:	Stringer Road Canton, GA (Cherokee County)		

PRO ECT BID SUMMARY

Apex Fence Company will provide material, labor and equipment to install this project as described below:

PERMIMETER SILO FENCE & GATE WITH BARBED WIRE & RAZOR RIBBON WIRE **180LF of 8'+1 Tall Black Chain Link Fence with 1EA 4' x 8'+1 Tall Single Walk Gate**

- 5EA 3" x 13' 40wt Black Terminal Posts with Dome Caps, Concreted in Grade
- 2-1/2" x 10' 40wt Black Line Posts with Barb Arms, 10' Maximum Spacing, Concreted in Grade
- 180LF 1-5/8" 40wt Black Top Rail
- 180LF 6ga Black Coil Cable
- 180LF of 3-Strand Black Barbed Wire
- 180LF of 18" Tall Razor Ribbon Wire
- 180LF 8'+1 6ga (9ga Core) Black Chain Link Fabric
- 1EA 4' x 8'+1 Black Single Walk Gate to Include:
 - Black Welded Frame Construction
 - 8' Tall 6ga (9ga Core) Black Chain Link Fabric
 - 3-Strand Black Barbed Wire
 - Black Hinges & Fork Latch

TOTAL \$9,953.00

***** continued on next page ****



8521-C Knox Bridge Hwy
Canton, GA 30114
Office (770) 425-0048
www.apexfencecompany.com

Notes:

1. Work areas to be free and clear for installations
2. Additional charges will apply if rock is incurred
3. All posts set in grade, no coring / jack-hammering included unless called out above
4. Survey / layout by others
5. State sales tax is included in this proposal
6. Quote valid for 30 days
7. No bonds included
8. Permits and permit fees are excluded unless specifically stated
9. Payment due within 30 days of invoice



John Watson

09-27-19
Date

Accepted By

Date



Cell: 770-652-7088

"A Sign of Quality Since 1953"

email: rusty@alliedfence.com

Date: September 10, 2019

To: City of Holly Springs

Reference: Security Fence and Gate at the Old Cagle Silos

Attn: Ron Carter

Please review the following as our bid for the above referenced project as it pertains to fence and/ or related items only. This bid is in accordance with our on site review.

Scope of work:

Provide and install approx 180' of 8' tall 9 GA (9 CORE) 6 GA Finish Black Chain link Fence System with 3" OD SS40 Terminal and Gate Posts, 2 1/2" OD LCX Pipe Line Posts and 1 5/8" OD LCX Top Rail. There will be 3 Strands of Barbwire and (1) row of 18" S/S Razor Wire surmounted above the Barbwire. A 9 GA Tension Wire will be installed along the bottom of the fence and (1) 4' wide swing gate located at one of the corners.

The cost for this work is **7,899.00**

Due to fluctuations in the metals market, this quote is good for and reviewable at 10 days.

To approve this bid and to LOCK IN this price please complete the line below and return to my office Scheduling is predicated on signed receipt of this proposal.

Accepted By: _____ PO# _____ Date: _____

If you have any questions, please contact me at 770-652-7088.

Sincerely,

O.W. (Rusty) Rust

Senior Project Manager

ALLIED FENCE COMPANY

COBB

P.O. Box 276

430 Veterans Memorial Hwy. Mableton GA 30126

TEL: 770.944.1501

FA : 770.739.8202

G. INNETT

905 Cripple Creek Drive

Lawrenceville, GA 30043

TEL: 770.995.0987

FA : 770.995.7973



Dito, LLC
11710 Plaza America
Dr Suite 2000
Reston, VA 20190
Fax ([267](tel:2673064606)) [306-4606](tel:3064606)

Date Oct 11, 2019
Valid Through October 24, 2019

Account City of Holly Springs
Contact Ron Carter
Phone (770) 345-5536
Email rcarter@hollyspringsga.us
Shipping Address 3237 Holly Springs Parkway,
Holly Springs, GA,
30115, United States

Accounts Payable Contact Ron Carter
Accounts Payable Email rcarter@hollyspringsga.us
Accounts Payable Phone (770) 345-5536
Billing Address P.O. Box 990, Holly Springs, GA, 30142, United States

Order From # Co10102019
Account Manager Dorey Renzi
Phone (855) 937-3486

Payment Terms Upon Receipt
Billing Frequency Annual Prepaid
Service Term 12 Months
Service Start Date 11/24/2019
Domain hollyspringsga.us
PO Required? Yes/No No

Off Domain Email rmcarter96@gmail.com

Name	Price	QTY	Terms of Service	Subtotal
G Suite Business	\$144.00	70	http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html	\$10,080.00

Subtotal **\$10,080.00**

Total \$10,080.00

TERMS AND CONDITIONS: BY SIGNING THIS ORDER FORM YOU EXPRESSLY AND UNEQUIVOCALLY AGREE TO BE BOUND BY THE PRODUCT TERMS OF SERVICE AND THE DITO TERMS AND CONDITIONS ("T&C"), BOTH OF WHICH ARE HEREBY INCORPORATED BY REFERENCE IN THEIR ENTIRETY. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE REVIEWED THE T&C IN DETAIL AND HAVE HAD AMPLE OPPORTUNITY TO CONSULT WITH COUNSEL.

Dito Terms & Conditions: <https://goo.gl/MKjXjY>

City of Holly Springs

Dito, LLC

Signature

Name Steven Miller
Title Mayor
Date 10/21/2019

Signature

Name
Title
Date



G Suite (Online) Agreement

Go to the [Additional Terms](#) for services made available with the new accounts infrastructure.

This G Suite (Online) Agreement (the “Agreement”) is entered into between Google LLC, with offices at 1600 Amphitheatre Parkway Mountain View, California 94043 (“Google”) and the entity agreeing to these terms (“Customer”). This Agreement is effective as of the date you click the “I Accept” button below or, if applicable, the date the Agreement is countersigned (the “Effective Date”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity please do not click the “I Accept” button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services as ordered in the applicable Order Form.

1. **Services**. Google will provide the Services ordered in the applicable Order Form in accordance with the applicable SLA. Customer may use the Services ordered in the applicable Order Form in accordance with this Agreement.

1.1 **Facilities and Data Transfer**. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

1.2 **No Ads**. Notwithstanding any other term of the Agreement, Google will not process Customer Data for Advertising purposes or serve Advertising in the Services.

1.3 **New Features or Services**. Google may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

1.4 **Verification to Use Services**. Customer must verify a Domain Email Address or a Domain Name to use the Services. If Customer does not have valid permission to use the Domain Email Address or does not own or control the Domain Name, then Google will have no obligation to provide Customer with the Services and may delete the Account without notice.

1.5 **Service Specific Terms**. The Service Specific Terms are incorporated by this reference into the Agreement.

2. **Modifications**.

2.1 **Modifications to Services.**

(a) **Deprecation Policy.** Google will notify Customer at least 12 months before a Significant Deprecation unless Google reasonably determines that: (i) Google is not permitted to do so by law or by contract (including if there is a change in applicable law or contract), or (ii) continuing to provide the Service that is subject to the Significant Deprecation could create a (A) security risk or (B) substantial economic or technical burden.

(b) **Other Modifications.** Subject to Section 2.1(a) (Deprecation Policy), Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portions of feature(s) of the Services. Google will notify Customer of any material change to the Core Services.

2.2 **Modifications to URL Terms.**

(a) **Changes to URL Terms.** Google may change the URL Terms, subject to Section 2.2(d) (Objection to Changes).

(b) **Notification of Material Changes.** Google will notify Customer of any material change to the URL Terms.

(c) **When Changes take Effect.** Material changes to the URL Terms will become effective 30 days after the notice is given, except that (i) materially adverse SLA changes will become effective 90 days after notice is given; and (ii) changes applicable to new Services or functionality will be effective immediately.

(d) **Objection to Changes.** Unless Google's change to the URL Terms is required by a court, judicial or administrative order issued by the competent authority or by applicable law, or applies to new Services or Functionality, then the following will apply:

(i) If a change to the URL Terms has a material adverse impact on Customer, then Customer may object to the change by notifying Google within 30 days after Google provides notice.

(ii) If Customer so notifies Google, then Customer will remain governed by the URL Terms in effect immediately before the change until the earlier of: (A) the end of the then-current Order Term or (B) 12 months after the notice was given.

3. **Customer Obligations.**

3.1 **Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Services, including all access to and use of Customer Data by it and its End Users, complies with this Agreement and with any of its applicable contract terms or policies, including any employment contracts or employer's policies regarding technology usage, security, or confidentiality; (b) use commercially reasonable efforts to prevent unauthorized access or use of the Services; and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

3.2 **Additional Products.** Google makes optional Additional Products available to Customer and its End Users. Use of Additional Products is subject to the Additional Product Terms.

3.3 **Administration of Services.**

(a) **Admin Console.** Google will provide Customer access to the Admin Console for the Administrator to manage its use of the Services (and use of the Services by its End Users, if

applicable). Customer may use the Admin Console to specify one or more Administrators who will have the rights to access Admin Account(s). Customer is responsible for: (a) maintaining the confidentiality and security of the End User Accounts and associated passwords; and (b) any use of the End User Accounts. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer or any End Users.

(b) **Administrator Access to End User Accounts**. An Administrator will have the ability to access, monitor, use, modify, withhold, or disclose Customer Data associated with any End User Accounts and control End User's access to the Services. An Administrator may also have the ability to: (i) control account settings for End User Accounts (including changing End User Account passwords) and (ii) remove or disable any Services or Additional Products or other services/products enabled or installed using the End User Account. Use of Additional Products or other services/products with the End User Accounts is at Customer's own risk.

(c) **Reseller as Administrator**. If Customer orders Services via Reseller, at Customer's discretion, Reseller may have access to Customer's Account and Customer's End User Accounts. As between Google and Customer, Customer is solely responsible for: (i) any access by Reseller to Customer's Account or Customer's End User Accounts; and (ii) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Services.

(d) **Consents**. Customer will obtain and maintain all required consents to permit: (i) Customer's, and its End Users' if applicable, use of the Services; and (ii) accessing, storing, and processing of Customer Data under this Agreement.

3.4 Use Restrictions. Customer will not, and will not allow End Users or third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer or distribute any of the Services; (c) sell, resell, or otherwise make the Services available to a third party as part of a commercial offering that does not have material value independent of the Services; or (d) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or facilitates the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA. Unless otherwise permitted in the Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services to place or receive emergency service calls.

3.5 Abuse Monitoring. Customer is solely responsible for monitoring, responding to and otherwise processing emails sent to the "abuse" and "postmaster" aliases for any Domain Name(s) verified for use with the Services, but Google may monitor emails sent to these aliases for Domain Names to allow Google to identify Services abuse.

3.6 Requesting Additional End User Accounts During Order Term. Customer may purchase additional End User Accounts during an Order Term by: (a) executing an additional Order Form with Google or Reseller, as applicable, or (b) via the Admin Console. Such additional End User

Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

4. **Payment.**

4.1 **Orders via Reseller.** If Customer orders the Services from Reseller, then: (a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) the remaining provisions in this Section 4 (Payment) will not apply to the Services; (c) Customer will receive applicable Service Credits (if any) from Reseller; (d) Customer may request additional End User Accounts during the Order Term by contacting Reseller; and (e) Google may share Customer Confidential Information with Reseller as a Delegate subject to Section 7.1 (Confidentiality Obligations) of this Agreement.

4.2 **Usage and Invoicing.** Customer will pay all Fees for the Services. Google will invoice Customer all Fees for the Services. Google's measurement tools will be used to determine Customer's usage of the Services. Customer may elect one of the following billing options, or from among other options offered by Google, when placing its order for the Services. Google may change its offering of billing options, including by limiting or ceasing to offer any billing option, upon thirty days' written notice to Customer (which may be by email). Billing options may not be available to all customers. Customer may pay for the Services using the payment options listed in Section 4.3 (Payment) below.

(a) **Monthly Plan.** If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay for the Services on a monthly basis. Google will bill Customer: (i) Fees based upon Customer's daily usage of the Services during the preceding month; and (ii) monthly in arrears for its use of the Services. Google will provide Customer with the monthly rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating Fees.

(b) **Annual Plan.** If Customer selects this option, Customer will be committed to purchasing the Services from Google for an annual term. Google will bill Customer according to the terms associated with Customer's elections on the Order Form.

4.3 **Payment.** All payments due are in U.S. dollars unless otherwise indicated on the Order Form or invoice.

(a) **Credit Card or Debit Card.** Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the end of the month during which Customer received the Services. For credit cards, or debit cards, as applicable: (i) Google will charge Customer for all applicable Fees when due and (ii) these Fees are considered overdue thirty days after the end of the month during which Customer received the Services.

(b) **Invoices.** Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Form, and are considered overdue after such date.

(c) **Other Forms of Payment.** Customer may change its payment method to those available within the Admin Console. Google may enable other forms of payment by making them available in the Admin Console. These other forms of payment may be subject to additional terms which Customer may have to accept prior using the additional forms of payment.

4.4 **Overdue Payments.**

(a) Customer's payment of Fees is overdue if Google has not received it by the payment due date. If Customer's payment is overdue, Google may (i) charge interest on the overdue amount at 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, and (ii) Suspend or terminate the Services.

(b) Customer will reimburse Google for all reasonable expenses (including attorneys' fees) incurred by Google in collecting overdue payments, except where such payments are due to Google's billing inaccuracies.

4.5 **Purchase Orders.** If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then: (a) Google will invoice Customer without a purchase order number; and (b) Customer will pay invoices without a purchase order number. Any terms on a purchase order are void.

4.6 **Taxes. Taxes are not included in the Fees.** Customer will pay Taxes for the Services. If legally required, Customer will withhold Taxes from its payments to Google and provide a withholding Tax certificate. Unless Customer provides a timely and valid tax exemption certificate, Customer will pay any invoiced Taxes for the Services. Without limiting Customer's obligation to pay Fees, Customer will withhold Taxes if legally required.

4.7 **Price Revisions.** Google may modify its Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Google will notify Customer at least 30 days in advance of any Price increases.

5. **Technical Support Services.** Google will provide TSS to Customer during the Order Term in accordance with the TSS Guidelines subject to payment of support Fees, if applicable. If Customer orders the Services from Reseller, then Customer acknowledges and agrees that Reseller may disclose Customer Data to Google as reasonably required in order for Reseller to handle any support issues that Customer escalates to or via Reseller.

6. **Suspension.**

6.1 **Limitations on Services Suspension.** Google may Suspend Services as described in Sections 6.2 (AUP Breaches) and 6.3 (Emergency Suspension). Any Suspension under those Sections will be to the minimum extent and for the shortest duration required to: (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.

6.2 **AUP Breaches.** If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will request that Customer correct the breach. If Customer fails to correct such breach within 24 hours or such request, or if Google is otherwise required by law to take action, then Google may Suspend Services.

6.3 **Emergency Suspension.** Google may immediately Suspend Customer's or any End User's use of the Services or an End User Account if: (a) there is an Emergency Security Issue, or (b) Google is required to Suspend such use to comply with applicable law. At Customer's request, unless prohibited by law, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspensions of End User Accounts, Google will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

7. **Confidentiality.**

7.1 **Obligations.** Subject to Section 7.2 (Disclosure of Confidential Information) the recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to other parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

7.2 **Disclosure of Confidential Information.**

(a) **General.** Regardless of any other provision in the Agreement, the recipient or its Affiliates may disclose the other party's Confidential Information (i) in accordance with a Legal Process, subject to Section 7.2(b) (Legal Process Notification) or (ii) with the other party's written consent.

(b) **Legal Process Notification.** The recipient will use commercially reasonable efforts to notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.

(c) **Opposition.** The recipient and its Affiliates will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

8. **Intellectual Property.**

8.1 **Intellectual Property Rights.** Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data, and Google retains all Intellectual Property Rights in the Services.

8.2 **Brand Features.** Google will display only those Customer Brand Features that Customer authorizes Google to display by uploading them into the Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to Customer or its End Users. Google may also display Google Brand Features on such web pages to indicate that the Services are provided by Google.

8.3 **Feedback.** At its option, Customer may provide Feedback about the Services to Google. If Customer provides Feedback, then Customer assigns to Google all right, title, and interest in that Feedback.

9. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with this Agreement only as permitted in the Agreement. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may (a) orally state that Customer is a Google customer and (b) include Customer's name or Customer Brand Features in a list of Google customers in Google's promotional materials. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features with written notice to the other party and a reasonable period to stop the use.

10. **Representations, Warranties and Disclaimers.**

10.1 **Representations and Warranties**. Each party represents that it: (a) has full power and authority to enter into the Agreement; and (b) will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

10.2 **Disclaimers**. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any other warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services; and (b) makes no representation about content or information made accessible through the Services. Unless otherwise stated in Agreement, Customer acknowledges the Services are not capable of placing or receiving emergency services calls.

11. **Term and Termination**.

11.1 **Agreement Term**. This Agreement will remain in effect for the Term unless it expires or is terminated in accordance with the Agreement.

11.2 **Renewal**.

(a) **With a Monthly Plan**. With a Monthly Plan Customer is not committed to purchase the Services for a pre-defined term. As a result, there is no renewal event for the Monthly Plan. Rather, Google will continue billing Customer fees consistent with Section 4.1(a) above.

(b) **With an Annual Plan**. At the end of each Order Term, the Services will renew consistent with Customer's elections on the Order Form or Admin Console.

(c) **Generally**. Customer may alter the number of End User Accounts to be renewed via the Admin Console. Customer will continue to pay Google the then-current Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. If one party does not want the Services to renew, then it will provide the other party written notice to this effect at least fifteen days before the end of the then current Order Term. This notice of non renewal will be effective upon the conclusion of the then current Order Term.

11.3 **Termination for Breach**. Either party may terminate the Agreement if the other party: (a) is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.

11.4 **Termination for Inactivity**. Google reserves the right to terminate the Agreement and the provision of the Services upon 30 days advance notice if, for a period of 60 consecutive days, Customer, including any End Users: (a) has not accessed the Admin Console or (b) has not used the Services.

11.5 **Effects of Termination**. If the Agreement terminates or expires, then all Order Forms also terminate or expire, as applicable. If the Agreement terminates or expires, then: (a) all rights and access to the Services under the Agreement will terminate (including access to Customer Data); and (b) Google will send Customer a final invoice.

11.6 **Survival**. The following Sections will survive expiration or termination of this Agreement: Section 4 (Payment), 7 (Confidentiality), 8 (Intellectual Property), 10.2 (Disclaimer), 11.5 (Effects of Termination), 12 (Indemnification), 13 (Liability), 15 (Miscellaneous) and 16 (Definitions).

12. **Indemnification**.

12.1 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under this Agreement (“Customer Indemnified Parties”), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Customer Indemnified Parties’ use in accordance with this Agreement of any of Google Indemnified Materials infringes the third party’s Intellectual Property Rights.

12.2 Customer Indemnification Obligations. Unless prohibited by applicable law, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (a) any Customer Indemnified Materials; or (b) Customer’s or an End User’s use of the Services in violation of the Acceptable Use Policy or the Use Restrictions.

12.3 Indemnification Exclusions. Sections 12.1 (Google Indemnification Obligations) and 12.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from: (a) the indemnified party’s breach of the Agreement; or (b) a combination of Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

12.4 Indemnification Conditions. Sections 12.1 (Google Indemnification Obligations) and 12.2 (Customer’s Indemnification Obligations) are conditioned on the following:

(a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 12.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party’s obligations under Sections 12.1 (Google Indemnification Obligations) or 12.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party’s prior written consent, not to be unreasonably withheld, conditioned, or delayed.

12.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party’s Intellectual Property Rights, then Google may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 12.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services.

12.6 Sole Rights and Obligations. Without affecting either party’s termination rights, this Section 12 (Indemnification) states the parties’ sole and exclusive remedy under this Agreement for any third party allegations of Intellectual Property Rights Infringement covered by this Section 12

(Indemnification).

13. **Liability.**

13.1 **Limited Liabilities.**

(a) To the extent permitted by applicable law and subject to Section 13.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any: (i) lost revenues, profits, savings or goodwill; or (ii) indirect, special, incidental, consequential, or punitive damages.

(b) Each party's total Liability for damages arising out of or relating to the Agreement is limited to the Fees paid by Customer under the Agreement during the 12 month period before the event giving rise to liability.

13.2 **Unlimited Liabilities.** Nothing in the Agreement excludes or limits either party's Liability for: (a) death, personal injury or tangible personal property damage resulting from its negligence or the negligence of its employees or agents; (b) its fraud or fraudulent misrepresentation; (c) obligations under Section 12 (Indemnification); (d) its infringement of the other party's Intellectual Property Rights; (e) its payment obligations under the Agreement; or (f) matters for which liability cannot be excluded or limited under applicable law.

14. **Miscellaneous.**

14.1 **Notices.** Google may provide any notice to Customer by: (a) sending an email to Notification Email Address or by (b) posting a notice in the Admin Console. Customer may provide notice to Google by sending an email to legal-notices@google.com. Notice will be treated as received when (x) the email is sent, whether or not the other party has received the email or (y) notice is posted in the Admin Console. Customer is responsible for keeping its Notification Email Address current throughout the Term.

14.2 **Emails.** Under this Agreement, the parties may use emails to satisfy written approval and consent requirements.

14.3 **Assignment.** Neither party may assign the Agreement without the written consent of the other party, except to an Affiliate where: (a) the assignee agrees in writing to be bound by the terms of the Agreement; (b) the assigning party remains liable for obligations incurred under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

14.4 **Change of Control.** If a party experiences a change of Control other than an internal restructuring or reorganization: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.

14.5 **Force Majeure.** Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its control, including acts of God, natural disaster, terrorism, riots, or war.

14.6 **Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.**

14.7 **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or

delaying the exercise of) any rights under the Agreement.

14.8 **Severability**. If any Section (or part of a Section) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

14.9 **No Agency**. The Agreement does not create any agency, partnership or joint venture between the parties.

14.10 **No Third-Party Beneficiaries**. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

14.11 **Equitable Relief**. Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.12 **Governing Law**. All claims arising out of or relating to this Agreement or the Services will be governed by California law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal jurisdiction in those courts.

14.13 **Amendments**. Except as specifically stated otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement and signed by both parties.

14.14 **Independent Development**. Nothing in this Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement; provided, that the party does not breach its obligations under the Agreement in doing so.

14.15 **Entire Agreement**. The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of this Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. The Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement.

14.16 **Conflicting Terms**. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, the Agreement, and the URL Terms.

14.17 **Counterparts**. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

14.18 **Electronic Signatures**. The parties consent to electronic signatures.

14.19 **Headers**. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

15. **Definitions**.

"Acceptable Use Policy" or **"AUP"** means the acceptable use policy for the Services available at https://gsuite.google.com/intl/en/terms/use_policy.html.

"Account" means Customer's Google account credentials and correlating access to the Services under this Agreement.

"Additional Products" means products, services and applications that are not part of the

Services but that may be accessible for use with the Services.

“Additional Product Terms” means the then-current terms at https://gsuite.google.com/intl/en/terms/additional_services.html.

“Admin Account” means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Services.

“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering the Services.

“Administrators” mean the Customer-designated technical personnel who administer the Services on Customer’s behalf, and may have the ability to access Customer Data and End User Accounts.

“Advertising” means online advertisements displayed by Google to End Users, excluding any advertisements Customer expressly chooses to have Google or any of its Affiliates display in connection with the Services under a separate agreement (for example, Google AdSense advertisements implemented by Customer on a website created by Customer using the "Google Sites" functionality within the Services).

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

“BAA” or **“Business Associate Agreement”** is an addendum to this Agreement covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party (or Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Core Services” means the Core Services for G Suite as described in the Services Summary.

“Customer Data” means data submitted, stored, sent or received via the Services by Customer, its Affiliates or End Users.

“Customer Indemnified Materials” means the Customer Data and Customer Brand Features.

“Domain Email Address” means the email address on the Domain Name for use in connection with the Services.

“Domain Name” mean the domain name specified in the Order Form to be used in connection with the Services.

“Emergency Security Issue” means either: (a) Customer’s or End Users’ use of the Services in violation of the Acceptable Use Policy, where such use could disrupt: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“End Users” means the individuals Customer permits to use the Services and who are managed by an Administrator.

“End User Account” means a Google-hosted account established by Customer through its Administrator for an End User to use the Services.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Feedback” means feedback or suggestions about the Services provided to Google by Customer.

“Fees” means the product of the amount of the Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.

“High Risk Activities” means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage, including operation of nuclear facilities, air traffic control, life support systems, or weaponry.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

“including” means including but not limited to.

“Indemnified Liabilities” means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Rights” means all patent rights, copyright, rights in trade secret (if any), trademark rights, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

“Order Form” means the online order page or pages, or other ordering document acceptable to Google under this Agreement, issued by Google and accepted by Google specifying the Services Google will provide to Customer under the Agreement.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form, subject to early termination in accordance with this Agreement.

“Other Services” means the “Other Services for G Suite” as described in the Services Summary.

“Prices” means the applicable prices stated at <https://gsuite.google.com/intl/en/pricing.html>, unless otherwise agreed to in an Order Form or amendment.

“Reseller” means, if applicable, the authorized non-Affiliate third party reseller that sells the Services to Customer.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

“Service Specific Terms” means the terms specific to one or more Services at:

<https://gsuite.google.com/intl/en/terms/service-terms/>.

“Services” means the applicable Core Services and Other Services that are ordered in the applicable Order Form.

“Services Start Date” means the date stated in the Order Form or, if later, the date Google makes the Services available to Customer.

“Services Summary” means the then-current description set out at https://gsuite.google.com/intl/en/terms/user_features.html.

“Significant Deprecation” means a material discontinue of or backwards incompatible change to the Core Services that results in Services no longer enabling Customer or End Users to: (1) send and receive e-mail messages; (2) schedule and manage events; (3) create, share, store and synchronize files; (4) communicate with other End Users in real time; or (5) search, archive, and export email messages.

“SLA” means the then-current service level agreements at: <https://gsuite.google.com/intl/en/terms/sla.html>.

“Suspend” or “Suspension” means the disabling of access to or use of the Services, or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s or Customer’s net income, net worth, asset value, property value, or employment.

“Term” means the period starting on the Effective Date and will remain in effect so long as there is an active Order Form.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions, located at <http://www.google.com/permissions/trademark/brand-terms.html>.

“TSS” means the technical support services provided by Google to Customer under the TSS Guidelines.

“TSS Guidelines” means the then-current support service guidelines at: <https://gsuite.google.com/intl/en/terms/tssg.html>.

“URL Terms” means the Acceptable Use Policy, Service Specific Terms, the SLA, and the TSS Guidelines.

“Use Restrictions” means the restrictions in Section 3.5 (Use Restrictions) of the Agreement and any additional restrictions on the use of Services in the Service Specific Terms.

Version: December 14, 2018

DITO RESELLER TERMS AND CONDITIONS

1. *Applicability.*
 - a. Other than the order form (the “Order Confirmation”) and the terms in the Order Confirmation relating to the products and/or services (“Primary Terms”) being resold by Dito, LLC (“Service Provider”) to you (“Customer”), these terms and conditions, including if applicable our Reseller SLA at <https://goo.gl/MhnkuC> (these "Reseller Terms") are the only other terms that govern the provision of reseller services by Dito, LLC ("Service Provider") to you ("Customer" and, together with Service Provider, the “parties” and each a “party”). By executing the Order Confirmation, Customer hereby also agrees to these Reseller Terms as well as the Primary Terms.
 - b. The accompanying Order Confirmation, these Reseller Terms, the Primary Terms, and any terms governing the provision of non-reseller services (“Service Terms”) by the Service Provider to Customer (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between or among the Order Confirmation, these Reseller Terms, the Primary Terms, and any Service Terms, the order in which such documents shall prevail in the case of any conflict between or among terms is as follows: Order Confirmation, Reseller Terms, Service Terms, Primary Terms.
 - c. Each of the Order Confirmation, Reseller Terms, any Service Terms and Primary Terms prevails over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the Order Confirmation, Reseller Terms, any Service Terms or Primary Terms.
2. *Services.* Service Provider shall resell the products and services to Customer as described in the Order Confirmation (the "Services") in accordance with these Reseller Terms. In its role as reseller, except as otherwise expressly set forth herein or in any Order Confirmation, Service Provider expressly disclaims any and all liability whatsoever in connection with any and all products and/or services it is reselling, and Customer hereby expressly acknowledges and agrees to such disclaimer. For the avoidance of doubt, the provision of any services by the Service Provider to the Customer shall be governed by the Service Terms and not these Reseller Terms.
3. *Performance Dates.* Service Provider shall use commercially reasonable efforts to meet any performance dates specified in the Order Confirmation, provided that any such dates shall be estimates only.
4. *Customer's Obligations.* Customer hereby covenants that it shall:
 - a. Cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, employees and equipment, and such office

accommodation and other facilities, if and as requested by Service Provider for the purposes of properly performing the Services;

- b. Respond promptly to any Service Provider request for instructions, information, approvals, authorizations or decisions required or reasonably necessary for Service Provider to provide the Services;
 - c. Provide such Customer materials or information as Service Provider may require or reasonably request to carry out the Services in a timely manner, and ensure that such Customer materials or information are complete and accurate; and
 - d. Obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to commence.
5. *Customer's Acts or Omissions.* If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. *Change Orders.*
- a. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of any necessary variations to the fees and other charges for the Services arising from the change.
 - b. Promptly after receipt of the written estimate, the parties shall negotiate in good faith in order to agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 25.
 - c. Notwithstanding Section 6(a) and Section 6(b), Service Provider may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.
 - d. Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time basis in accordance with the Order Confirmation.
7. *Fees and Expenses; Payment Terms; Interest on Late Payments.*
- a. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall timely pay all fees set forth in the Order Confirmation.

- b. Customer agrees to reimburse Service Provider for any pre-approved travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.
 - c. Unless otherwise specified on the Order Confirmation, Customer shall pay all invoiced amounts due to Service Provider upon receipt of Service Provider's invoice. Customer shall make all payments hereunder in US dollars by wire transfer, ACH, check or credit card.
 - d. In the event payments are not received by Service Provider within ten (10) days of becoming due, Service Provider may:
 - i. charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid, calculated daily and compounded monthly (and shall also reimburse Service Provider for all costs incurred in collecting any late payments including attorney's fees); and
 - ii. suspend performance for all Services until payment has been made in full.
- 8. *Taxes.* Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.
- 9. *Intellectual Property.* All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") except for any Confidential Information of Customer or customer materials, shall be owned by Service Provider or its licensors. Subject to the Product Terms, Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a limited use, non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis solely to the extent necessary to enable Customer to make use of the Deliverables and the Services.
- 10. *Confidential Information.*
 - a. All non-public, confidential or proprietary information of either party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by such party to the other party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the

Services and this Agreement is confidential, and shall not be disclosed or copied by the receiving party without the prior written consent of the disclosing party. Confidential Information does not include information that is: (i) in the public domain without any breach of these Terms by the receiving party; (ii) already known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

- b. The receiving party agrees to protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; use the Confidential Information only to make proper use of the Services and Deliverables as contemplated by the Order Confirmation; and not disclose the Confidential Information to any person other than those with a need to know such Confidential Information to assist the receiving party to exercise its rights or perform its obligations under this Agreement.
 - c. Service Provider shall be entitled to injunctive relief for any violation of this Section, in addition to any other equitable, legal or other rights and remedies that may be at its disposal (without need to post a bond or other form of security).
- 11. *Service Provider Representations and Warranties.* Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote commercially reasonable resources to meet its obligations under this Agreement.
- 12. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11 ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. PLEASE SEE THE PRODUCT TERMS TO DETERMINE WHETHER ANY ADDITIONAL WARRANTIES MAY APPLY.**
- 13. **LIMITATION OF LIABILITY.**
 - a. **IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF**

WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE ORDER CONFIRMATION UPON WHICH THE CLAIM IS BASED IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

14. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- a.** Fails to pay any amount when due under this Agreement;
- b.** Has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- c.** Becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 120 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

- 17. Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 18. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 19. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Reseller Terms.
- 20. Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 21. Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 22. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 23. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 24. Survival.** Provisions of these Reseller Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 1, 7, 8, 9, 10, 12, 13, 20, 21, 22, 23, 26 and 27.

- 25. *Amendment and Modification.*** These Reseller Terms may only be amended or modified in a writing which specifically states that it amends these Reseller Terms and is signed by an authorized representative of each party.
- 26. *Indemnification.*** Customer hereby agrees to indemnify, defend and hold harmless Service Provider and its affiliates, and their respective stockholders, members, partners, managers, directors, officers, employees, consultants, advisors, agents and representatives from and against any and all claims, actions, causes of action, proceedings, investigations, obligations, liabilities, losses, damages, penalties, fines, fees, costs and expenses whatsoever (including attorney's fees) arising from, relating to or otherwise in connection with (a) any breach of this Agreement by or on behalf of Customer and (b) any acts or omissions by or on behalf of Customer in connection with this Agreement or its subject matter.
- 27. *Publication.*** Customer may publish or disclose information regarding the Services and shall acknowledge the support of Service Provider in all such publications. Customer shall not use the name of Service Provider in any advertising or publicity without Service Provider's prior written approval.

CALDWELL ♦ CLINE
ARCHITECTS ♦ DESIGNERS

ROGER L. CALDWELL, AIA

October 3, 2019

City of Holly Springs
Attn Rob Logan, Charles Heiser
Post Office Box 990
Holly Springs, Ga. 30142

Dear Charles,

We appreciate the opportunity to work with you on the development of Holly Springs. Based on our preliminary designs I have attached a proposal for the City Hall building.

As per our discussion I would propose proceeding based on the following scope of work:

- Development of the design prepared by Caldwell Cline of a three story structure to house the functions of the City Hall. 20,000 to 24,000 square feet.
- Coordination with The City of Holly Springs and their vendors during design development
- Structural, Mechanical, Electrical and Plumbing engineering services as required.

Preliminary Design

For the purpose of this proposal we will further develop the floor plans and elevations preliminarily completed during the exploratory phase of this project.

Design Development Phase

We will further develop the plans and related elevations to incorporate these into Cadd drawings and begin to coordinate these with the engineers to address their systems and their affect on the original design. During this phase we will coordinate with the builder and with the city to review and revise any areas that may be affected or revised from the original preliminary design.

Construction Document Phase

Based on your approval of the designs we will provide construction documents to be utilized for permitting and construction of the building. As we proceed the documents required could vary but initially we would project these drawings to include:

- Main level Plan 1/4"=1'-0"
- Second and Third Level plans 1/4"=1'-0"
- Roof plan 1/4"=1'-0"
- Front Elevation 1/4"=1'-0"
- Side and Rear elevations 1/4"=1'-0"
- Misc. Exterior details Varies
- Structural,Mechanical,Electrical and Plumbing engineering

Bid Negotiation Phase

Based on the assumption that the contractor for this project is in place we have not included any services for the bidding process on this project.

Construction Administration Phase

Based on the relationship of the City with the contractor on this project and because there has not been a defined scope of work we have not included fees for the review of work during the construction phase of this building. We can provide these services if need and will provide associated fees once the scope of work is defined.

Fee Summary

Design Phase	N/A
Design Development Phase	\$ 26,500.00
Construction Document	\$ 69,500.00
Construction Administration	N/A
Structural Engineering	\$ 35,000.00
MEP Engineering	\$ 25,000.00
Fire Protection Sprinkler design	\$ 6,500.00
Total Fees	\$ 162,500.00

Reimbursable expenses (prints, mileage, courier's etc.) will be invoiced at 1.1 times direct cost. Additional services beyond the scope as outlined above will be based on direct time invested at the hourly rates as follows:

Principal -----	\$ 175.00 per hour
Project Manager.....	\$ 100.00 per hour
Production (drafting time)-----	\$ 80.00 per hour
Administrative time-----	\$ 35.00 per hour

Once again we appreciate the opportunity to work with you on this development and look forward to reviewing this proposal with you. Please contact me if you have any questions regarding this information. If this information meets your approval we will issue an associated contract for the services as outlined above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roger L. Caldwell".

Roger L. Caldwell, AIA
Caldwell Cline Architects & Designers

Cc: File

C:/proposals2019hollyspringscityhall100319

CALDWELL ♦ CLINE
ARCHITECTS ♦ DESIGNERS

ROGER L. CALDWELL, AIA

June 6, 2019
Revised October 3, 2019

City of Holly Springs
Attn Rob Logan
Post Office Box 990
Holly Springs, Ga. 30142

Dear Charles,

We appreciate the opportunity to work with you on the development of Holly Springs. Based on our preliminary designs I have attached a proposal for the mixed use buildings composed of retail/restaurant space on the main levels with two floors of residential above.

As per our discussion I would propose proceeding based on the following scope of work:

- Development of the design prepared by Caldwell Cline of a three story mixed use structure consisting of main level retail with two floors of residential units above.
- Coordination with The City of Holly Springs and their vendors during design development
- Structural, Mechanical, Electrical and Plumbing engineering services as required.

Preliminary Design

For the purpose of this proposal we will utilize the preliminary floor plans and elevations prepared and approved by the city to proceed to the next phase of development.

Design Development Phase

We will further develop the plans and related elevations to incorporate these into Cadd drawings and begin to coordinate these with the engineers to address their systems and their affect on the original design. During this phase we will coordinate with the builder and with the city to review and revise any areas that may be affected or revised from the original preliminary design.

Construction Document Phase

Based on your approval of the designs we will provide construction documents to be utilized for permitting and construction of the building. As we proceed the documents required could vary but initially we would project these drawings to include:

- Main level Plan 1/4"=1'-0"
- Second and Third Level plans 1/4"=1'-0"
- Roof plan 1/4"=1'-0"
- Front Elevation 1/4"=1'-0"
- Side and Rear elevations 1/4"=1'-0"
- Misc. Exterior details Varies
- Structural, Mechanical, Electrical and Plumbing engineering

Bid Negotiation Phase

Based on the assumption that the contractor for this project is in place we have not included any services for the bidding process on this project.

Construction Administration Phase

Based on the relationship of the City with the contractor on this project and because there has not been a defined scope of work we have not included fees for the review of work during the construction phase of this building. We can provide these services if need and will provide associated fees once the scope of work is defined.

Fee Summary

Design Phase	N/A
Design Development Phase	\$ 24,800.00
Construction Document	\$ 62,600.00
Construction Administration	N/A
Structural Engineering	\$ 37,000.00
MEP Engineering	\$ 27,000.00
Fire Protection Sprinkler design	\$ 7,500.00
Total Fees	\$ 158,900.00

When the building is re-used on the adjacent property across the town Green there will be the need to redesign the exterior of the building. Based on the assumption that the building will not change other than the adjustments that will be made aesthetically to the exterior. Architectural and engineering fees for this additional building will be as follows:

Design Phase	\$ 5,500.00
Design Development Phase	\$ N/A
Construction Document	\$ 24,500.00
Construction Administration	N/A

Structural Engineering	\$ 27,500.00
MEP Engineering	\$ 14,300.00
Fire Protection Sprinkler design	\$ 3,500.00

Total Fees \$ 75,300.00

Reimbursable expenses (prints, mileage, courier's etc.) will be invoiced at 1.1 times direct cost. Additional services beyond the scope as outlined above will be based on direct time invested at the hourly rates as follows:

Principal -----	\$ 175.00 per hour
Project Manager.....	\$ 100.00 per hour
Production (drafting time)-----	\$ 80.00 per hour
Administrative time-----	\$ 35.00 per hour

Once again we appreciate the opportunity to work with you on this development and look forward to reviewing this proposal with you. Please contact me if you have any questions regarding this information. If this information meets your approval we will issue an associated contract for the services as outlined above.

Sincerely,



Roger L. Caldwell, AIA
Caldwell Cline Architects & Designers

Cc: File

C:/proposals2019hollysprings060619

CALDWELL ♦ CLINE
ARCHITECTS ♦ DESIGNERS

ROGER L. CALDWELL, AIA

July 18, 2019
Revised October 3, 2019

City of Holly Springs
Attn Rob Logan
Post Office Box 990
Holly Springs, Ga. 30142

Dear Rob,

We appreciate the opportunity to work with you on the development of Holly Springs. Based on our preliminary designs I have attached a proposal for the Restroom Pavilion.

As per our discussion I would propose proceeding based on the following scope of work:

- Development of the design prepared by Caldwell Cline of a restroom pavilion for the City of Holly Springs.
- Coordination with The City of Holly Springs and their vendors during design development
- Structural, Mechanical, Electrical and Plumbing engineering services as required.

Preliminary Design

For the purpose of this proposal we will utilize the preliminary floor plans and elevations prepared and approved by the city to proceed to the next phase of development.

Design Development Phase

We will further develop the plans and related elevations to incorporate these into CAD drawings and begin to coordinate these with the engineers to address their systems and their affect on the original design. During this phase we will coordinate with the builder and with the city to review and revise any areas that may be affected or revised from the original preliminary design.

Construction Document Phase

Based on your approval of the designs we will provide construction documents to be utilized for permitting and construction of the building. As we proceed the documents required could vary but initially we would project these drawings to include:

- Main level Plan 1/4"=1'-0"
- Second and Third Level plans 1/4"=1'-0"
- Roof plan 1/4"=1'-0"
- Front Elevation 1/4"=1'-0"
- Side and Rear elevations 1/4"=1'-0"
- Misc. Exterior details Varies
- Structural, Mechanical, Electrical and Plumbing engineering

Bid Negotiation Phase

Based on the assumption that the contractor for this project is in place we have not included any services for the bidding process on this project.

Construction Administration Phase

Based on the relationship of the City with the contractor on this project and because there has not been a defined scope of work we have not included fees for the review of work during the construction phase of this building. We can provide these services if need and will provide associated fees once the scope of work is defined.

Fee Summary

Design Phase	N/A
Design Development Phase	\$ 1,200.00
Construction Document	\$ 5,000.00
Construction Administration	N/A
Structural Engineering	\$ 2,640.00
MEP Engineering	\$ 3,660.00
Fire Protection Sprinkler design	\$ 1,500.00
Total Fees	\$ 14,000.00

Reimbursable expenses (prints, mileage, courier's etc.) will be invoiced at 1.1 times direct cost. Additional services beyond the scope as outlined above will be based on direct time invested at the hourly rates as follows:

Principal -----	\$ 175.00 per hour
Project Manager.....	\$ 100.00 per hour
Production (drafting time)-----	\$ 80.00 per hour
Administrative time-----	\$ 35.00 per hour

Once again we appreciate the opportunity to work with you on this development and look forward to reviewing this proposal with you. Please contact me if you have any questions regarding this information. If this information meets your approval we will issue an associated contract for the services as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger L. Caldwell".

Roger L. Caldwell, AIA
Caldwell Cline Architects & Designers

Cc: File

C:/proposals2019hollyspringsrestroompavilion071819

CALDWELL ♦ CLINE
ARCHITECTS ♦ DESIGNERS

ROGER L. CALDWELL, AIA

July 18, 2019
Revised October 3, 2019

City of Holly Springs
Attn Rob Logan
Post Office Box 990
Holly Springs, Ga. 30142

Dear Rob,

We appreciate the opportunity to work with you on the development of Holly Springs. Based on our preliminary designs I have attached a proposal for the Amphitheater Stage & Dressing Room Restrooms.

As per our discussion I would propose proceeding based on the following scope of work:

- Development of the design prepared by Caldwell Cline of the amphitheater stage and dressing room restrooms for the City of Holly Springs.
- Coordination with The City of Holly Springs and their vendors during design development
- Structural, Mechanical, Electrical and Plumbing engineering services as required.

Preliminary Design

For the purpose of this proposal we will utilize the preliminary floor plans and elevations prepared and approved by the city to proceed to the next phase of development.

Design Development Phase

We will further develop the plans and related elevations to incorporate these into CAD drawings and begin to coordinate these with the engineers to address their systems and their affect on the original design. During this phase we will coordinate with the builder and with the city to review and revise any areas that may be affected or revised from the original preliminary design.

Construction Document Phase

Based on your approval of the designs we will provide construction documents to be utilized for permitting and construction of the building. As we proceed the documents required could vary but initially we would project these drawings to include:

- Main level Plan 1/4"=1'-0"
- Second and Third Level plans 1/4"=1'-0"
- Roof plan 1/4"=1'-0"
- Front Elevation 1/4"=1'-0"
- Side and Rear elevations 1/4"=1'-0"
- Misc. Exterior details Varies
- Structural, Mechanical ,Electrical and Plumbing engineering

Bid Negotiation Phase

Based on the assumption that the contractor for this project is in place we have not included any services for the bidding process on this project.

Construction Administration Phase

Based on the relationship of the City with the contractor on this project and because there has not been a defined scope of work we have not included fees for the review of work during the construction phase of this building. We can provide these services if need and will provide associated fees once the scope of work is defined.

Fee Summary

Design Phase	N/A
Design Development Phase	\$ 2,800.00
Construction Document	\$ 12,500.00
Construction Administration	N/A
Structural Engineering	\$ 5,880.00
MEP Engineering	\$ 5,100.00
Fire Protection Sprinkler design	\$ 1,800.00
Total Fees	\$ 28,080.00

Reimbursable expenses (prints, mileage, courier's etc.) will be invoiced at 1.1 times direct cost. Additional services beyond the scope as outlined above will be based on direct time invested at the hourly rates as follows:

Principal -----	\$ 175.00 per hour
Project Manager.....	\$ 100.00 per hour
Production (drafting time)-----	\$ 80.00 per hour
Administrative time-----	\$ 35.00 per hour

Once again we appreciate the opportunity to work with you on this development and look forward to reviewing this proposal with you. Please contact me if you have any questions regarding this information. If this information meets your approval we will issue an associated contract for the services as outlined above.

Sincerely,

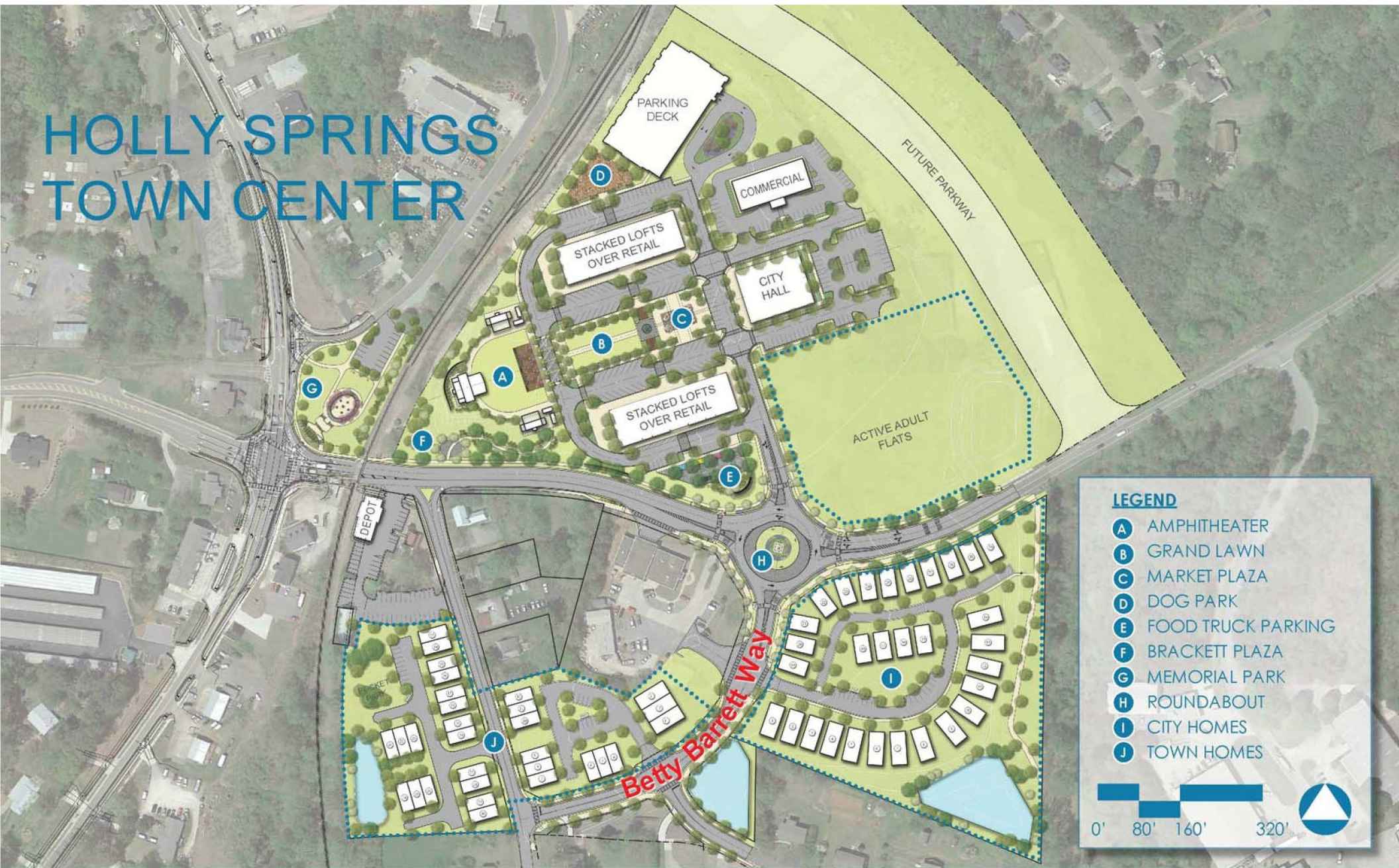
A handwritten signature in cursive script, appearing to read "Roger L. Caldwell".

Roger L. Caldwell, AIA
Caldwell Cline Architects & Designers

Cc: File

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HOLLY SPRINGS TOWN CENTER



LEGEND

- A AMPHITHEATER
- B GRAND LAWN
- C MARKET PLAZA
- D DOG PARK
- E FOOD TRUCK PARKING
- F BRACKETT PLAZA
- G MEMORIAL PARK
- H ROUNDABOUT
- I CITY HOMES
- J TOWN HOMES





September 30, 2019

City of Holly Springs

3237 Holly Springs Parkway
Holly Springs, Georgia 30115

**Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation**
Holly Springs Town Center - Townhomes
Palm Street and Palm Street Extension
Holly Springs, Georgia
Oasis Proposal No. P19128 (Revised)

To Whom it May Concern:

Oasis Consulting Services (Oasis) sincerely appreciates the opportunity to provide this revised proposal for a Subsurface Exploration and Geotechnical Engineering Evaluation for the proposed townhome development as part of the Holly Springs Town Center Mixed-Use LDP. Our understanding of the project requirements comes from a review of the provided Grading & Drainage plan (C1.1.5 dated 08/05/19, the provided Site plan (C1.0.6 dated 08/05/19), our expertise in the field of subsurface exploration and geotechnical engineering evaluation, and our experience and involvement with similar projects. Our commitment to provide quality service makes us an excellent choice to assist you with this project. The following will present our understanding of the project, a scope of services, and the cost for those services.

PROJECT INFORMATION

We understand the City of Holly Springs is planning to redevelop the area located at the intersection of Palm Street and the proposed Palm Street Extension as part of the Holly Springs Town Center development located in Holly Springs, Georgia. Based on the provided Grading & Drainage plan (C1.1.5), we understand the proposed development to consist of 30 townhomes with associated drives and utilities. We also understand proposed detention ponds to be located at the southwest and southeast corners of the site. A proposed wall is located along the east side of the detention pond located at the southeast corner of the site. The plan identifies the top of wall as 1070.00 feet. Based on the provided plan, the bottom of wall appears to be near the existing ground surface. Based on the existing grades, we anticipate the wall height to be a maximum of 10 feet. Based on the proposed grades throughout the development, we anticipate mass cuts and fills up to 14 feet and 10 feet, respectively. This includes excavation of the proposed detention pond located at the southwest corner of the site.

We have also been provided Site Plan – City Homes (C1.0.6) dated 8/5/2019 and requested to perform subsurface exploration for the two proposed site walls located on the east side of the site. This property is identified as Parcel D and is 5.99-acres in size, located on the south side of Hickory Road, east of its intersection with Palm Street Extension. One site wall is located behind lots 11, 12, 13, and 14, and is approximately 165 feet in length. The second wall is part of the proposed detention pond B1 and is approximately 450 feet in length. Both walls appear to have a maximum wall height of approximately 7 to 8 feet. No other details concerning the project were available at the time this proposal was prepared.

SCOPE OF WORK

Our scope of services includes performing a subsurface exploration and geotechnical evaluation for the site. We propose a total of fifteen (15) hand auger borings within the proposed townhome building pads, Pond C, along the wall at Pond B1, and along the proposed site retaining wall located behind lots 11, 12, 13, and 14. The hand auger borings will be performed by manually advancing a steel bucket sampler into the ground. We will attempt to extend the hand auger borings to depths of 6 to 10 feet below the existing ground surface. Rocky or debris-laden fill, partially weathered rock, or bedrock could cause hand auger refusal above the planned depths and prevent the hand auger borings from being extended to the planned depth.

The hand auger borings will be advanced by manually twisting a sharpened steel auger bucket into the ground. The soils encountered during the auguring process will be classified in general accordance with the Unified Soil Classification System (USCS) and the cuttings evaluated for the presence of deleterious materials. Dynamic Cone Penetrometer (DCP) tests will be performed at selected intervals and the number of blows per 1 ¾ inch increment recorded to determine the consistency of the in-place soils.

We also propose to perform five (5) soil test borings along the proposed sanitary sewer line and in the area of cut in the detention pond located at the southwest corner of the site. We plan to extend the soil test borings to depths of 15 feet to 20 feet below the existing ground surface. This results in a total soil test boring footage of 85 feet. At the completion of the field work, we will backfill the bore holes with the soil cuttings.

The soil test borings will be advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance testing will be performed and soil samples recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soil's ability to support loads

The proposed hand auger boring and soil test boring locations have been identified on the attached Proposed Boring Location Plan (Figures 1 and 2).

Based on our recent site visit, we understand the proposed boring locations are currently clear and accessible to the drill rig; therefore, no access clearing is required. If soil test borings are requested in wooded areas, access clearing will be required and provided at an additional cost. Oasis will contact Georgia Utilities Protection Center to mark any public utilities in the proposed drilling areas. Oasis cannot be responsible for damage to utilities that are not properly located.

For the purpose of this proposal and considering that anticipated structural loads are relatively light, we plan on using the results of the Standard Penetration Tests (SPT) and Dynamic Cone Penetrometer (DCP) tests to provide recommendations for allowable bearing pressures and have not planned any laboratory testing, such as one-dimensional consolidation tests. Additionally, this scope of work assumes that the proposed structures can be supported on shallow foundations, and no deep borings are planned as would be needed for pile or pier recommendations. These assumptions seem reasonable considering the nature of the proposed construction.

Following completion of the fieldwork, Oasis Consulting Services will issue a report, which will describe our understanding of the proposed construction, methods of exploration employed, site and subsurface conditions encountered, and conclusions and recommendations regarding the geotechnical aspects of the project. The conclusions and recommendations will include, but not be limited to, the following:

- Site Preparation
- Potential for Difficult Excavation
- Compaction Requirements
- Suitability of On-Site Soils for Reuse as Fill
- Foundation Design
- Lateral Earth Pressure Recommendations
- Groundwater Recommendations
- Other Geotechnical Aspects of the Proposed Construction

ESTIMATE OF COST

Based on the Scope of Work presented, the total lump sum cost for the geotechnical evaluation is presented in the following detailed breakdown.

<u>Subsurface Exploration</u>	
* Mobilization of Drill Rig:	\$ 550.00
Soil Test Borings (85 feet @ \$12.00/ft):	\$1,020.00
Hand Auger Borings (15 Locations):	\$1,500.00
Geotechnical Evaluation Report Preparation:	<u>\$1,800.00</u>
Total	\$4,870.00

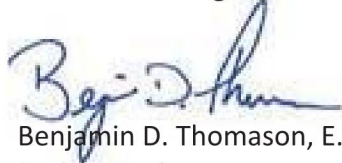
***Mobilization can be coupled with Proposed Parking Deck Subsurface Exploration if mobilizations are concurrent**

CLOSURE

Oasis Consulting Services sincerely appreciates the opportunity to provide this proposal. If your review of this proposal is acceptable, please execute and return one copy of the attached Agreement for Services. The Agreement, and Terms and Conditions attached, will serve as our contract. Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned.

Sincerely,

Oasis Consulting Services

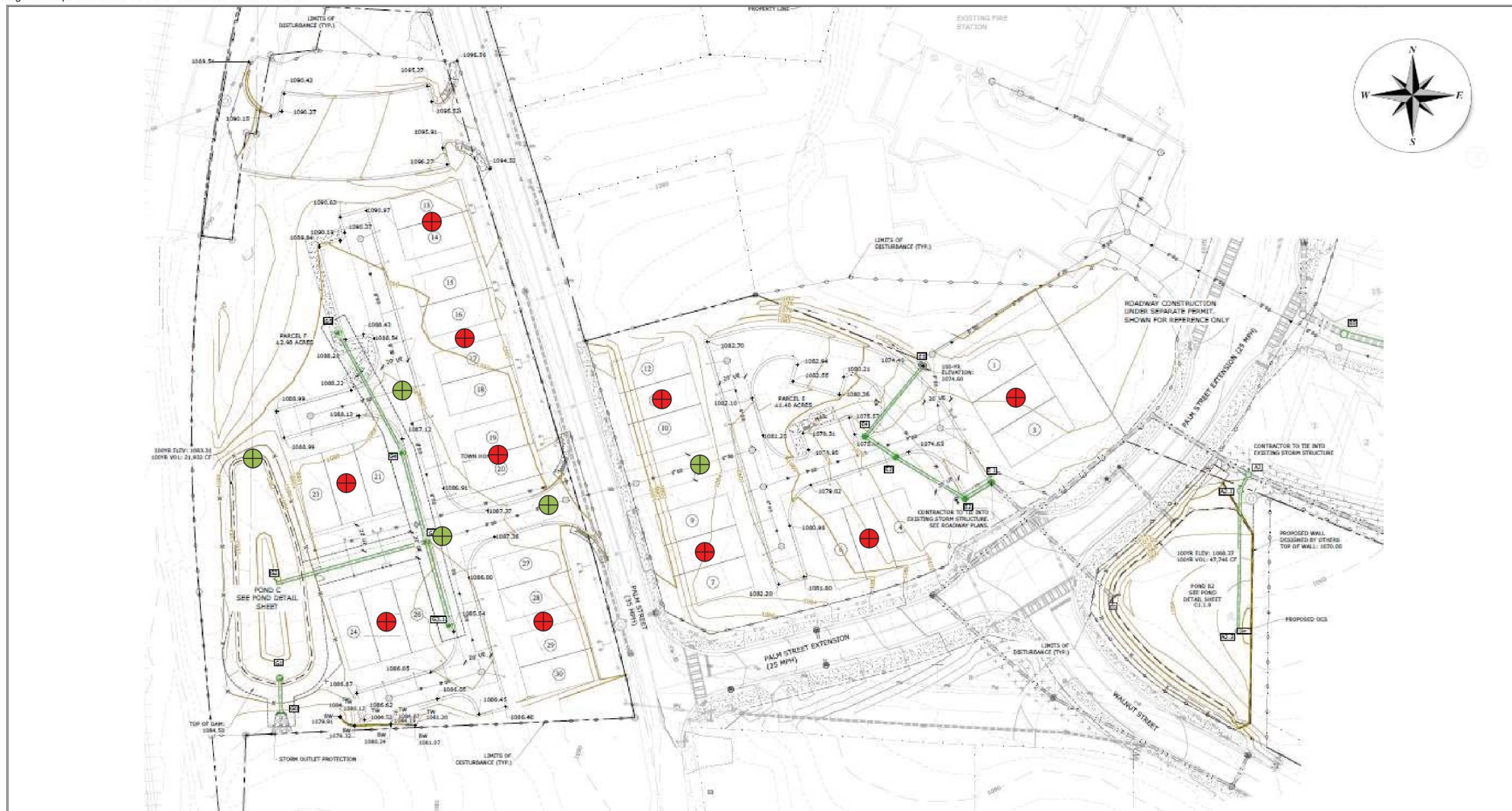


Benjamin D. Thomason, E.I.T.
Project Engineer



Luke J. Parker, P.E.
Project Engineer

Attachments: Proposed Boring Location Plan (Figures 1 and 2)
Unit Rate Schedule
Project Service Agreement



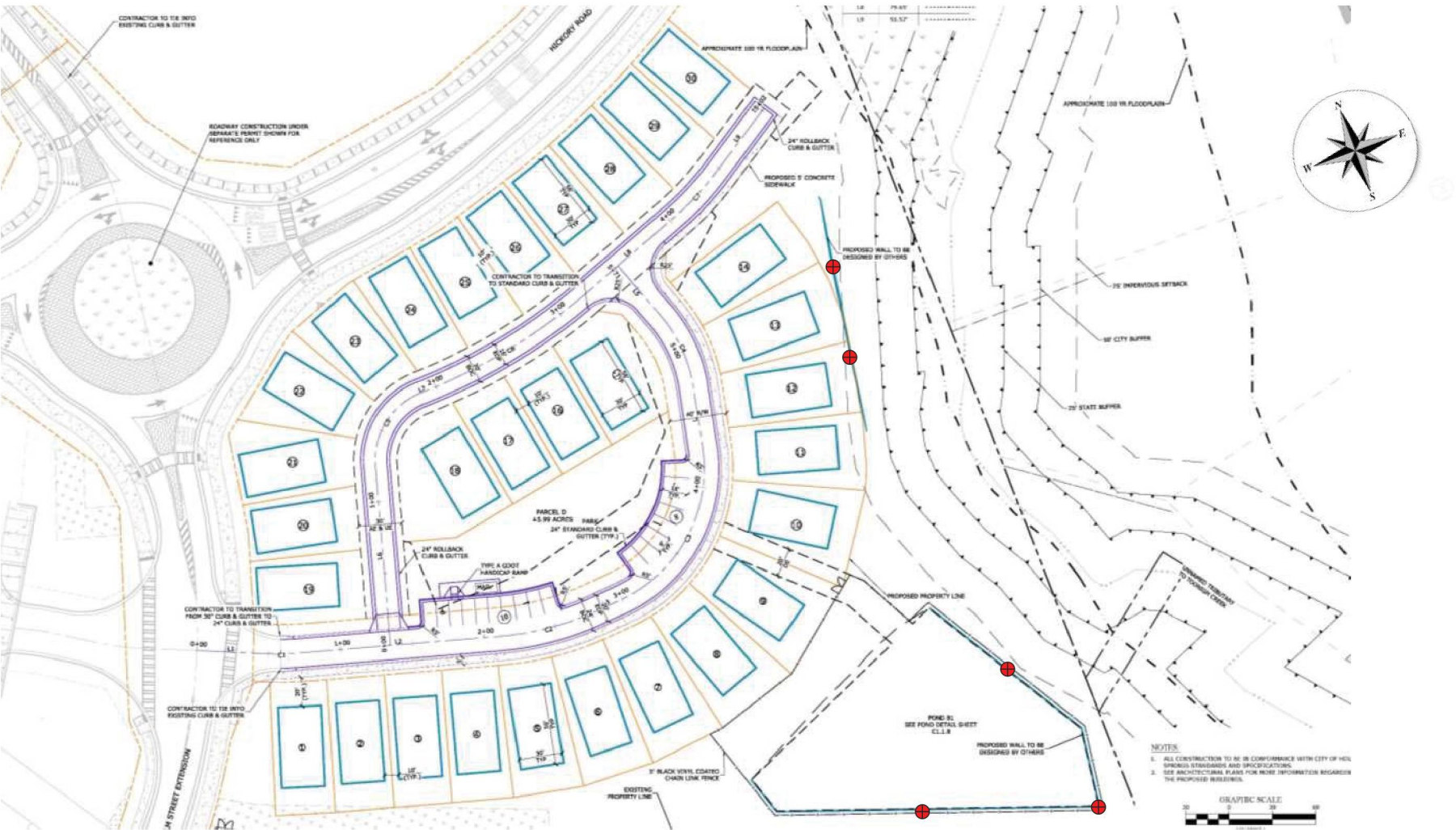
SOURCE: Grading & Drainage plan (C1.1.5), dated 08/05/19
SCALE: NTS
LEGEND:
● Proposed Hand Auger Boring Locations (Building Pads/Wall)
● Proposed Soil Test Boring Locations (Sewer/Pond)

FIGURE 1: PROPOSED BORING LOCATION PLAN

Date drawn: 09/19 Drawn By: LP



Proposed Townhomes
Holly Springs Town Center Mixed-Use LDP
Palm Street and Palm Street Extension
Holly Springs, Georgia
Oasis Proposal No. P19128 (Revised)



SOURCE: Site Plan (C1.0.6), dated 08/05/19
SCALE: NTS
LEGEND:
● Proposed Hand Auger Boring Locations (Wall)

FIGURE 2: PROPOSED BORING LOCATION PLAN

Date drawn: 09/19 Drawn By: LP



Proposed Townhomes
Holly Springs Town Center Mixed-Use LDP
Palm Street and Palm Street Extension
Holly Springs, Georgia
Oasis Proposal No. P19128

GEOTECHNICAL DESIGN AND ENVIRONMENTAL SERVICES

Unit Rate Schedule

PROJECT NAME: Holly Springs Town Center - Townhomes

LOCATION: Palm Street and Palm Street Extension
Holly Springs, Georgia

DATE: September 30, 2019

PROPOSAL NUMBER: P19128 (Revised)

<u>ACTIVITY</u>	<u>UNIT RATE</u>
I. ENGINEERING CONSULTING SERVICES	
A. Principal, per hour	\$ 165.00
B. Senior Registered Engineer, per hour	\$ 150.00
C. Registered Engineer, per hour	\$ 125.00
D. Staff Engineer, per hour	\$ 90.00
E. CAD Manager, per hour.....	\$ 85.00
F. Cad Draftsperson, per hour.....	\$ 70.00
G. Word Processor, per hour	\$ 50.00
H. Transportation, per mile	\$ 0.60
I. Per Diem, per day	actual cost plus 20%
J. Other Expenses.....	actual cost plus 20%
II. FIELD DRILLING SERVICES	
A. Mobilization and Demobilization of All Terrain Drill Rig.....	\$ 550.00
B. Geo Probe Direct Push Rig, per day	\$ 2,500.00
C. Soil Test Borings (N<50, D<50 ft), per foot	\$ 12.00
D. Soil Test Borings (N>50, D>50 ft), per foot	\$ 14.00
E. Auger Borings, per foot	\$ 9.00
F. Rock Coring, per foot.....	\$ 57.00
G. Casing for Rock Coring, per foot.....	\$ 9.00
H. Rock Coring Set-up, each.....	\$ 180.00
I. Undisturbed Samples, each attempt.....	\$ 85.00
J. Obtain Bulk Samples, each	\$ 50.00
K. Drill Crew Time, for difficult moving, stand-by, etc., per hour	\$ 180.00
L. Drill Crew Per Diem, per day	\$ 180.00
M. Asphalt Patching, per location	\$ 30.00
N. Grouting of Bore Holes, per foot	\$ 9.00
O. Two Inch Diameter Temporary Wells, per foot	\$ 28.00
P. Expenses	actual cost plus 20%

III. GEOTECHNICAL LABORATORY TESTING

A. Permeability Tests, each (undisturbed sample)	\$ 400.00
B. Atterberg Limit Tests, each	\$ 85.00
C. Grain Size Analysis, each	\$ 85.00
D. One Dimensional Consolidation Test, each (undisturbed sample)	\$ 400.00
E. Standard Proctor Compaction Test, each	\$ 125.00
F. Unit Weight, each	\$ 60.00
G. Moisture Content, each.....	\$ 12.00
H. Remolding Samples for Permeability or Consolidation Tests	\$ 75.00
I. Remolding Samples for Permeability or Consolidation Tests	\$ 75.00
J. Tri-axial Shear Test, consolidated, undrained with Pore pressure	\$1,100.00

IV. LABORATORY ANALYSES*

A. VOCs (8260), each	\$ 140.00
B. BTEX (8021), each.....	\$ 65.00
C. PAH (8270), each	\$ 100.00
D. TPH-GRO (8260), each.....	\$ 65.00
E. TPH-DRO (8260), each	\$ 65.00
F. ASBESTOS, each.....	\$ 25.00
G. LEAD IN SOIL, each	\$ 25.00
H. RCRA Metals, each.....	\$ 140.00
I. Oil & Grease, each	\$ 75.00
J. Semi-Volatile Organics	\$ 250.00
K. Laboratory Consumables.....	cost plus 20%

** Standard turnaround time for Laboratory Analysis.*

Expedited turnaround will be an additional cost.

V. CONSUMABLE ITEMS & EQUIPMENT USAGE

A. Interface Probe, per day.....	\$ 100.00
B. Water Level Meter, per day	\$ 50.00
C. Photoionization Detector (PID), per day	\$ 150.00
D. Hand Auger, per day.....	\$ 25.00
E. Survey Equipment, per day	\$ 100.00
F. Two-way Radio Set, per day	\$ 35.00
G. Disposable Bailers, each	\$ 15.00
H. Other Equipment & Supplies.....	cost plus 15%



PROJECT SERVICES AGREEMENT

This **PROJECT SERVICES AGREEMENT (PSA)** is between _____ (Client) including its subsidiaries and affiliates and Oasis Consulting Services (Consultant) for services to be provided on the project(s) referenced immediately below and/or described in the individual proposals or task orders whose sections are incorporated into this PSA.

Project: Proposed Holly Springs Town Center - Townhomes
Palm Street and Palm Street Extension, Holly Springs, Georgia

Proposal Number: P19128 (Revised)

Dated: September 30, 2019

Scope of Services: Report of Subsurface Exploration and Geotechnical Engineering Evaluation as defined in Scope of Services in the listed proposal.

☐

Please check and initial the box if this PSA will serve as a Master Services Agreement for multiple projects.
 The agreement will automatically renew annually until terminated in writing by either party as set forth herein.

- Scope of Services.** The scope of Consultant's services (Services) will be set forth in the Scope of Services section of an individual proposal, task order (which sections are incorporated into this PSA) or as described in the Scope of Services above. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.
- Acceptance/Termination.** Client agrees that execution of this PSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this PSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this PSA. Additional terms and conditions may be added or changed only by written amendment to this PSA signed by both parties. In the event Client uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This PSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this PSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this PSA) or per the Fee Schedule attached to this PSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5 per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 60 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- Third Party Reliance.** This PSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be

granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **IMITATION OF LIABILITY. CLIENT AND CONSULTANT WAIVED THEIR RISKS AND REWARDS ASSOCIATED WITH THIS PSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THEIR RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT AND ITS RELATED CORPORATIONS AND EMPLOYEES TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT AS ORDERED IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES INCURRED INCLUDING ATTORNEY AND EXPERT FEES ARISING OUT OF CONSULTANT'S SERVICES OR THIS PSA. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER AN ABSTRACT PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSES OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE ANOTHER LIMITATION FOR ADDITIONAL CONSIDERATION.**
7. **Indemnity/Statute of limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this PSA. Causes of action arising out of Consultant's services or this PSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000) (ii) commercial general liability insurance (\$1,000,000 occ/ \$1,000,000 agg) (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit) and (iv) professional liability insurance (\$1,000,000 claim/ \$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OR OPPORTUNITY, LOSS OF GOODWILL, COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES, COST OF CAPITAL, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EMPLOYEARY DAMAGES.**
11. **Dispute Resolution.** This PSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

Client: _____

By: _____ Date: _____

By: _____ Date: _____

Name/Title: Benjamin D. Thomason/Engineering DirectorName/Title: David EdwardsAddress: 45 Woodstock Street

Address: _____

City: Roswell State and Zip: GA 30075

City: _____ State and Zip: _____

Office Phone: 678-739-2400 Cell: 404-597-4844

Office Phone: _____ Cell: _____

Email: bthomason@oasis-cs.com

Email: _____

Invoice: Contact:

Client, please initial the box on page 9 if this PSA will serve as a Master Services Agreement for multiple projects.

PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 11

This ADDENDUM to the AGREEMENT made and entered into 10/25/2017, by and between Southeastern Engineering, Inc., and the client identified herein, provides for the Additional Services described under the Scope of Services section of this agreement

CLIENT: City of Holly Springs
c/o Stonecrest Homes GA, LLC
623 West Crossville Road, Suite 204
Roswell, GA 30075
VIA EMAIL: dme.odyssey@gmail.com

PROJECT NUMBER: 1076-17-210

PROJECT NAME: Holly Springs: Town Center Project

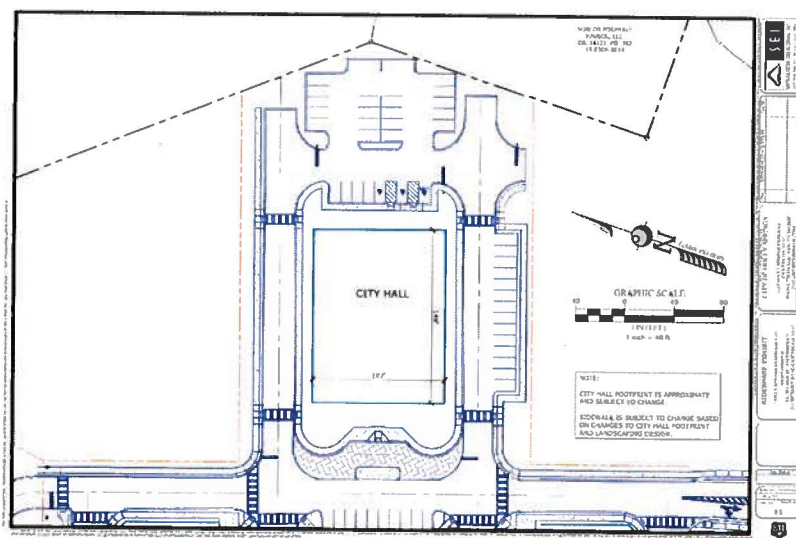
PROJECT UNDERSTANDING:

+/- 15.67 acre area set aside to be developed as a Mixed-Use town center / focal point for the City of Holly Springs.

SCOPE OF SERVICES:

Task 1 – City Hall Revisions

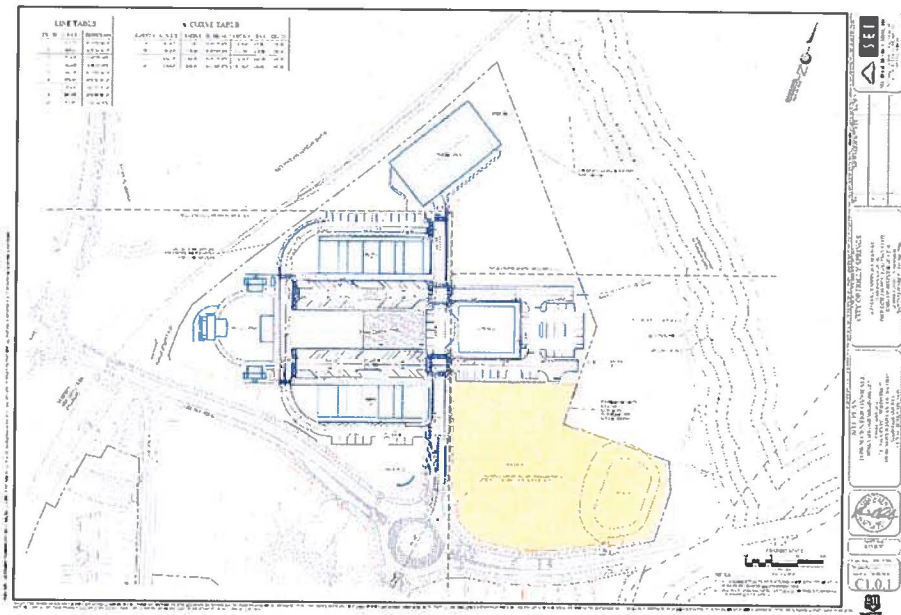
SEI will revise the city hall layout and construction documents to reflect the requested layout adjustments. Multiple meetings were held regarding the changes to the City Hall and surrounding rideshare drop off areas, parking lots, intersection layout, etc. The scope of this work includes direct expenses incurred by SEI (printing & mileage). See below for an overview of the revisions:



- Building footprint revision.
- Rideshare drop off area re-design.
- Curb & gutter / hardscape revisions.
- Surface parking revisions (layout, grading, storm design, etc.) as a result of shifting city hall east.
- Grading revisions to reflect the updated building footprint and site layout adjustments.
- Utility (sanitary sewer, storm sewer, etc.) layout & design revisions.

Task 2 – Parcel B Revisions

SEI will design the parameters of the wall along Hickory Road to support the future development within Parcel B. The wall is needed in order to provide an adequate buildable pad for the afore-mentioned parcel. In addition of the wall layout design, the required utilities (sanitary sewer, water, etc.) will be adjusted in order to accommodate the proposed wall layout. The scope of this work includes direct expenses incurred by SEI (printing & mileage).



Task 3 – Town Center Revisions: Third Party Review

SEI will address the comments made by Foresite Group, LLC and other third-party reviewers on the Town Center project area. The review includes changes to the proposed utilities (storm sewer, sanitary sewer, water, etc.), pedestrian walkways, and layout and grading revisions of the parking area near City Hall. The intent of the revisions as of today are to create more viable landscape areas, provide additional pedestrian access, and clear pedestrian zones from storm inlets if possible. The scope of this work includes direct expenses incurred by SEI (printing & mileage).

COMPENSATION:

PROFESSIONAL FEES				
Description	Task Subtotal	Billed	Initials	Date
Task 1 – City Hall Revisions	\$13,700	Monthly, % Complete of Lump Sum		
Task 2 – Parcel B Revisions	\$4,200	Monthly, % Complete of Lump Sum		
Task 3 – TC Revisions: Third Party Review	\$3,700	Monthly, % Complete of Lump Sum		

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

CLIENT City of Holly Springs

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

Name (Typed) _____

Name (Typed) _____

TITLE _____

TITLE _____

DATE _____

DATE _____

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
- ☒ SBV - 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)

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)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 12

This ADDENDUM to the AGREEMENT made and entered into 10/25/2017, by and between Southeastern Engineering, Inc., and the client identified herein, provides for the Additional Services described under the Scope of Services section of this agreement

CLIENT: City of Holly Springs
c/o Stonecrest Homes GA, LLC
623 West Crossville Road, Suite 204
Roswell, GA 30075
IA EMAIL: dme.odyssey@gmail.com

PROJECT NUMBER: 1076-17-210

PROJECT NAME: Holly Springs: Town Center Project

PROJECT UNDERSTANDING:

/- 15.67 acre area set aside to be developed as a Mixed-Use town center / focal point for the City of Holly Springs.

SCOPE OF SERVICES:

Task 1 – Parking Study

SEI will study the Holly Springs Town Center to determine the appropriate amount of parking spaces necessary for the mixed-use development. The deliverable will include a detailed breakdown of required parking spaces by specific use within the Town Center along with shared parking options, and special event requirements.

COMPENSATION:

PROFESSIONAL FEES				
Description	Task Subtotal	Billed	Initials	Date
Task 1 – Parking Study	3,000	Monthly, % Complete of Lump Sum		

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

CLIENT City of Holly Springs

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

Name (Typed) _____

Name (Typed) _____

TITLE _____

TITLE _____

DATE _____

DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Planning 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
- ☒ SB - 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 Stormwater 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 or claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

TOWN CENTER PARKING CALCULATIONS

PARKING SPACE STANDARD	REQUIRED PARKING SPACES	PARKING PROVIDED
PARCEL 'H' BUILDINGS (MINIMUM: 1 SPACE PER 350 SQ. FT. OF GROSS AREA)	68	0
RETAIL 'A'	153	48
LOFTS (2 SPACES PER DWELLING)	24	22
RESTAURANTS (8.5 SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA)	129	26
RETAIL 'B'	153	44
LOFTS (2 SPACES PER DWELLING)	24	18
RESTAURANTS (8.5 SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA)	129	26
CITY HALL (MINIMUM: 1 SPACE PER 350 SQ. FT. OF GROSS FLOOR AREA)	43	41
PARKING DECK	N/A	300
AMPHITHEATER		58
TRAIN DEPOT PARKING		26
PROPOSED OFFSITE PARKING		28
TOTAL SPACES:	417	487



Contract Change Order

Date:	10/2/2019	Project #:	19-013	Change Order Number:	3
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Project: Hickory Rd and Palm Street Intersection Improvements

Contractor: Georgia Development Partners, LLC

Description of Change: Install additional Sewer for Future Service

Additional Contract Days:

Breakdown of Proposed Change and Basis for Payment	
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[illegible]

Total Increase:	\$5,224.30
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Previous Contract Price (including previous change orders):	\$3,384,023.25
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Proposed Revised Contract Price:	\$3,389,247.55
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This Change is Acceptable to:	Georgia Development Partners	Contractor
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Signed	Title	Date
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Recommended By:	Engineer
-----------------	----------

Signed	Title	Date
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Approval By:	Owner
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Signed	Title	Date
--------	-------	------

ESTIMATE

95 Palm Street Building Demolition
Revised 10-11-19

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total for Item</u>
Mobilization	EA	1.00	\$3,000.00	\$3,000.00
Building Demolition and Removal	LS	1.00	\$32,200.00	\$32,200.00
Septic Tank Removal	LS	1.00	\$1,500.00	\$1,500.00

Grand Total **\$36,700.00**

Notes:

GDP is not responsible for any hazardous material or asbestos removal.
Erosion Control is not included.
Asphalt and concrete outside the building footprint is not included.
Retaining Wall to the left of the building is not included.
Soil Stabilization is excluded.
Bonds, Inspections, Engineering, Testing, Drawings or As Builts are not included.
Bricks will not be removed but pushed over into a pile on site.
Anything not specifically noted is considered excluded.



clementine
creative

Creative Brief

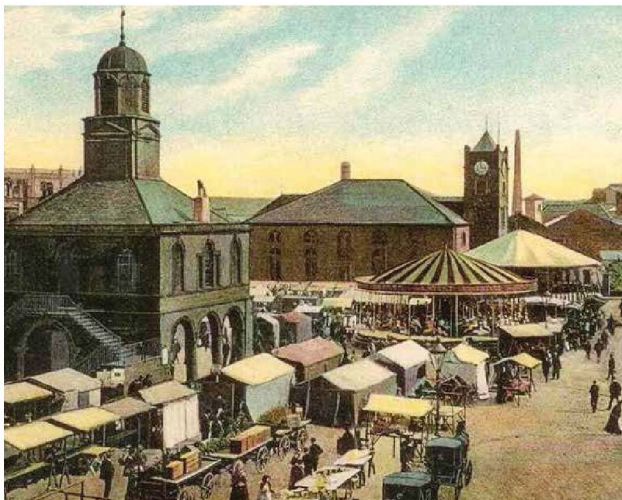
HOLLY SPRINGS TOWN CENTER - REV 3

09.30.19

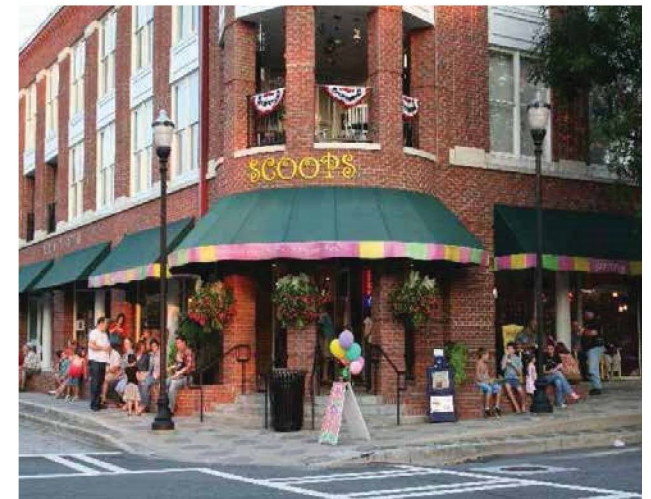
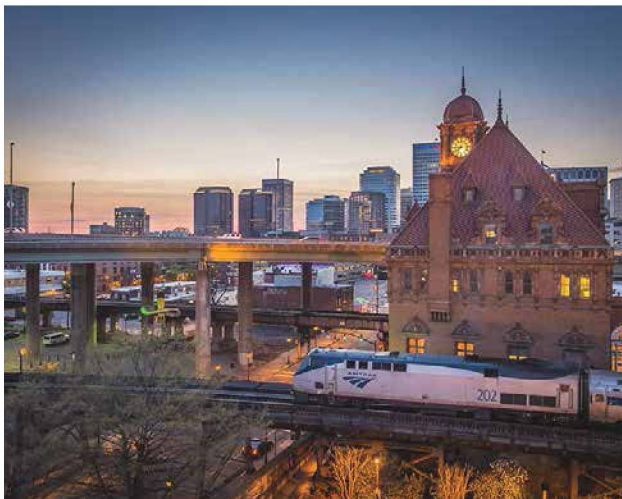
OBJECTIVE |

Create an identity for Holly Springs Town Center that encompasses the new mixed use community of residential, retail, restaurants, city hall, and active space. New identity should bridge old with new and create the feeling of activity and life, staking claim to the landmark destination. Though associated with the City of Holly Springs, the brand does not need to incorporate COHS branding, color, or style.

INSPIRATION | Old Main Street



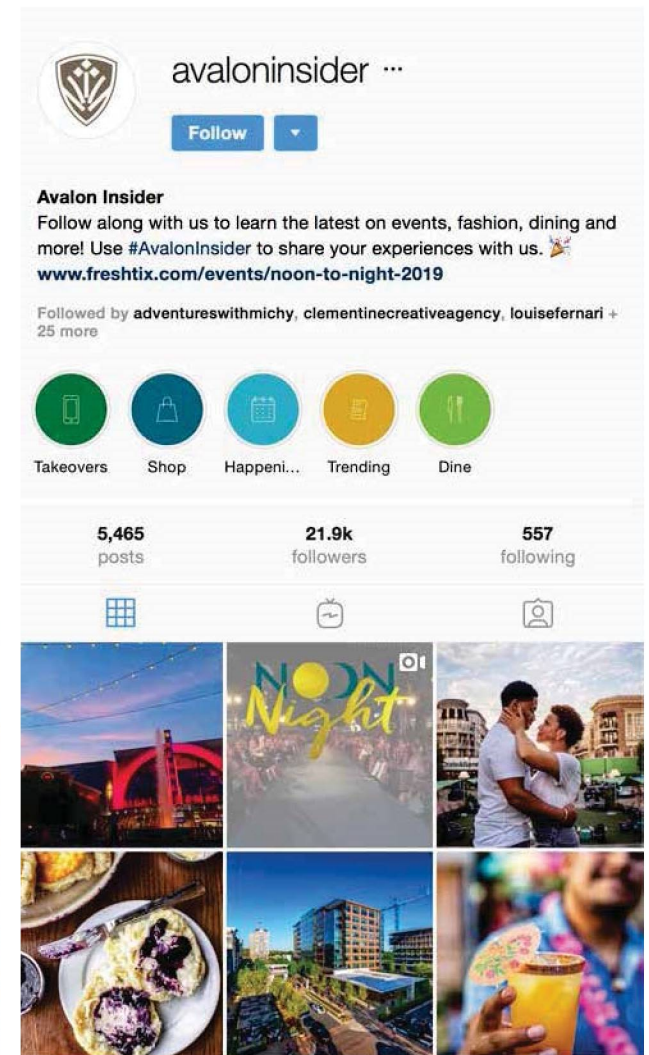
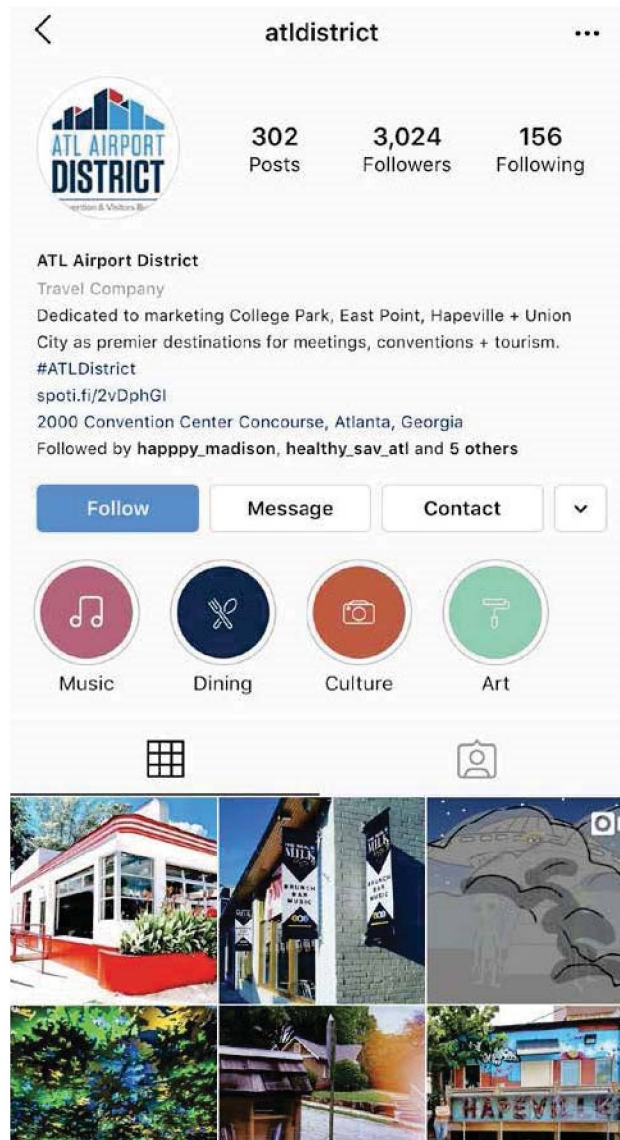
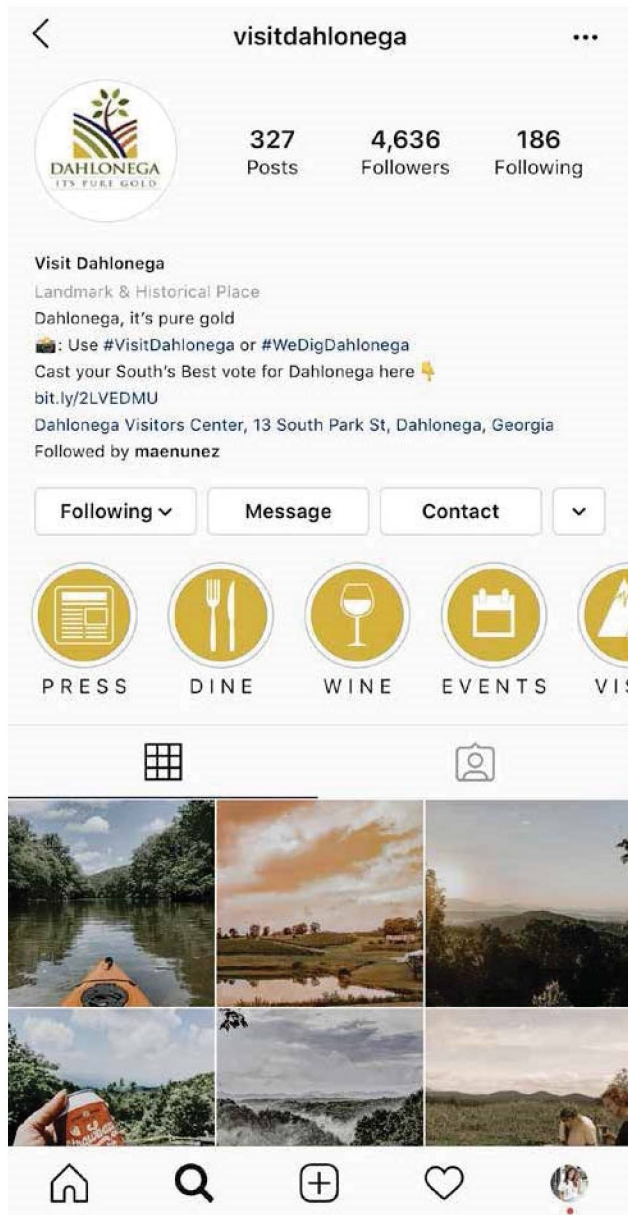
INSPIRATION | New Main Street



INSPIRATION | Logos



INSPIRATION | Social Media



CONCEPTS |

CONCEPT 3 | Revised



3A | RECOMMENDED

NOTES |

- | Strong, Iconic, Welcoming, Fresh
- | HS icon sits within the center of a ring inspired by railroad tracks
- | Diagonal makes the S very distinctive, which is further accentuated by the additional stroke around the icon
- | Colorful icon stands out as the focal point of the logomark
- | Logo easily adapts to a variety of uses from signage to print and digital purposes
- | Color palette complements the City of Holly Springs logo, while maintaining its own identity
- | Incorporates the Established date of 2020

CONCEPT 3 | Additional Variations



3B |



3C |

NOTES |

| 3B - Outline in all blue

| 3C - Sans outline

NEXT STEPS |

Thoughts? Contact us to discuss!

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- | | |
|---|-----------------------|
| 1. Job Title: Bailiff (Civilian) | Function: 2650 |
| 2. Department: Municipal Court | Division: N/A |
| 3. FLSA Classification: Non-exempt | |

B. INTRODUCTORY STATEMENT

This position includes keeping proper courtroom decorum; directing the public where they should go after their business before the court is called; seeing to the needs of the judge; and seeing to the needs of the solicitors.

C. ESSENTIAL JOB FUNCTIONS

1. Responsible for making sure the public is not disruptive during court. This may include addressing individuals on proper attire and instructing a parent/guardian when there are children in the courtroom.
2. Responsible for handling paperwork and getting people to their next stop in the process.
3. Responsible for sounding for witnesses or defendants when necessary.
4. This is a team position and as such will require assisting with any and all functions required to ensure court runs smoothly and efficiently. Scheduling flexibility is essential.
5. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements
 - a. Knowledge, Skill, and Ability
 1. Knowledge of court policies and procedures.
 2. Knowledge of court-related terminology.
 3. Knowledge of court proceedings.
 4. Skill in communicating with the public.
 5. Skill in maintaining order in a difficult environment.

6. Ability to communicate clearly and effectively, verbally and in writing.
7. Ability to maintain confidentiality.
8. Ability to remain calm in hostile environments.
9. Ability to remain alert during periods of inactivity.
10. Ability to follow directions.

2. Responsibility

- a. This position has no supervision over any other employee.

3. Personal Work Relationships

- a. Contacts are typically with co-workers, other city employees, law enforcement personnel, attorneys, judges, and members of the general public.
- b. Contacts are typically to exchange information, resolve problems, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed while sitting, standing, and walking. The employee frequently lifts light objects.
- b. The work is typically performed indoors. The employee may be exposed to infectious diseases, and life-threatening situations.

5. Guidelines

- a. Guidelines include court standard operating procedures and the Georgia Municipal Clerks' reference manual. These guidelines are generally clear and specific but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related clerical and customer service duties. Frequent interruptions contribute to the complexity of the position.
- b. Successful performance contributes to the efficiency and effectiveness of court operations.

7. Minimum Qualifications

- a. Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- b. Minimum of five years serving in some type of work environment or any combination of education, training, and experience having had a similar position for one to two years.

8. Supervisory Controls

- a. The Municipal Court Administrator assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Bailiff (Civilian) with the City of Holly Springs.

_____ Employee Name (please print)	_____ Employee Signature	_____ Date
_____ Department Head's Name (please print)	_____ Department Head's Signature	_____ Date
_____ City Manager's Name (please print)	_____ City Manager's Signature	_____ Date

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

1. Job Title: Custodian

Function: 1565

2. Department: Finance and Administration

Division: General Government Building

3. FLSA Classification: Non-exempt

Pay Grade: 6

B. INTRODUCTORY STATEMENT

This position is responsible for the custodial care and maintenance of assigned facilities.

C. ESSENTIAL JOB FUNCTIONS

1. Empties and cleans waste receptacles; collects recyclables.
2. Cleans and sanitizes restrooms; restocks restroom supplies.
3. Cleans and sanitizes water fountains.
4. Sweeps, mops, and vacuums floors.
5. Dusts and polishes furniture.
6. Reports repair needs to appropriate personnel.
7. Cleans windows and mirrors.
8. Cleans blinds and windowsills.
9. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of city safety policies and procedures.
2. Knowledge of the use of various cleaning chemicals.
3. Skill in operating such cleaning equipment as a vacuum cleaner.

4. Skill in following instructions.

5. Skill in prioritizing work.

2. Responsibility

a. This position has no supervision over any other employees.

3. Personal Work Relationships

a. Contacts are typically with co-workers, other city personnel, contractors, vendors, and members of the general public.

b. Contacts are typically to provide services.

4. Physical Effort and Work Environment

a. The work is typically performed while standing, stooping, walking, bending or crouching. The employee frequently lifts light and heavy objects.

b. The work is typically performed in city buildings and facilities. The employee is exposed to dust, dirt and irritating chemicals. The work requires the use of protective devices such as masks, goggles, gloves, etc.

5. Guidelines

a. Guidelines include supervisory instructions. These guidelines are clear and specific.

6. Complexity and Scope of Work

a. The work consists of directly related custodial duties. The necessity of working around the public contributes to the complexity of the position.

b. The purpose of this position is to participate in the custodial maintenance of city buildings and facilities. Successful performance contributes to the provision of clean and attractive facilities for city employees, citizens and visitors.

7. Minimum Qualifications

a. There are no minimum qualifications required for this position.

8. Supervisory Controls

- a. The Facilities Manager assigns work to the job coach (Empower Cherokee) in terms of somewhat general instructions. The supervisor spot-checks completed work for compliance with instructions and established procedures, accuracy, and the nature and propriety of the results. The job coach directs the custodians' work pursuant to a contract between the City of Holly Springs and Empower Cherokee.

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Custodian with the City of Holly Springs.

Employee Name (please print)

Employee Signature

Date

Department Head's Name (please print)

Department Head's Signature

Date

City Manager's Name (please print)

City Manager's Signature

Date

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, IN SUPPORT OF MAINTAINING LOCAL CONTROL OF BUILDING DESIGN STANDARDS ON RESIDENTIAL DWELLINGS

WHEREAS, the City of Holly Springs Mayor and Council work in partnership with citizens to establish a Unified Development Code to guide the development of residential dwellings, which reflect the character of the community and encourage positive development and revitalization of residential neighborhoods; and

WHEREAS, appropriate local design standards and land use policies, established by local citizens in each community, create a diverse, stable, profitable, and sustainable residential development landscape; and

WHEREAS, state legislation eliminating locally tailored approaches to design standards would harm self-determination of citizens to establish community standards as well as harm the cohesiveness of the established neighborhoods within the local community; and

WHEREAS, local community partners support the use of building design standards to protect property values, attract high quality builders, and block incompatible development; and

WHEREAS, building design standards assure residents and business owners that their investments will be protected, and that others who come behind them will be equally committed to quality; and

WHEREAS, local business leaders value the studying, surveying, crafting, and defining of a community vision and development strategies, and recognize design standards as an integral part of those endeavors to attract residents, businesses, and the much-coveted trained workforce; and

WHEREAS, development and redevelopment efforts should reflect the community and its vision while simultaneously creating a sense of place imperative for attracting new economic prospects; and

WHEREAS, local officials are elected to make decisions about the look and feel of their communities, and local business owners recognize the need for their elected officials to be empowered to enforce building design standards to make today's thriving community areas tomorrow 's historic districts; and

WHEREAS, citizens' ability to continue to set community values and local elected officials to enforce building design standards in single or double family dwellings, for the purposes of economic growth and the safety and welfare of the citizens of Georgia and in

particular of City of Holly Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Council of the City of Holly Springs that this governing body voices its support of Locally Established Building Design Standards for Residential Dwellings.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing the City of Holly Springs and made available for distribution to the public and the press.

This Resolution is adopted this 21st day of October, 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

2019 Service Delivery Strategy Binder

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***Pending approval of new intergovernmental agreements (IGAs), resolutions and/or maps**

NO. 370 | JUNE 2018

Governmental Accounting Standards Series

Statement No. 89 of the
Governmental Accounting
Standards Board

Accounting for Interest Cost Incurred
before the End of a Construction Period



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Summary

The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, 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.

Effective Date and Transition

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The requirements of this Statement should be applied prospectively.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting by providing users of financial statements with more relevant information about capital assets and the cost of borrowing for a reporting period. The resulting information also will enhance the comparability of information about capital assets and the cost of borrowing for a reporting period for both governmental activities and business-type activities.

How the Board Considered Costs and Benefits in the Development of This Statement

One of the principles guiding the Board's setting of standards for accounting and financial reporting is the assessment of expected benefits and perceived costs. The Board strives to determine that its standards address significant user needs and that the costs incurred through the application of its standards, compared with possible alternatives, are justified when compared to the expected overall public benefit. The Board believes that the expected benefits that will result from the information provided through implementation of this Statement—more relevant and comparable information about capital assets and the cost of borrowing for a reporting period as well as reduced complexity of the accounting requirements—outweigh potential initial and ongoing costs. In addition, the Board believes that the costs of applying the requirements generally will be less than the costs of applying current requirements for capitalization of interest cost. To further reduce the cost of implementation of the provisions, this Statement requires that the provisions be applied prospectively.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 2 discusses the applicability of this Statement.

Statement No. 89 of the
Governmental Accounting
Standards Board

Accounting for Interest Cost Incurred
before the End of a Construction Period

June 2018



GOVERNMENTAL ACCOUNTING STANDARDS BOARD

of the Financial Accounting Foundation

401 Merritt 7, PO Box 5116, Norwalk, Connecticut 06856-5116

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**Statement No. 89 of the Governmental Accounting
Standards Board**

**Accounting for Interest Cost Incurred before the End
of a Construction Period**

June 2018

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Statement No. 89 of the Governmental Accounting Standards Board

Accounting for Interest Cost Incurred before the End of a Construction Period

June 2018

INTRODUCTION

1. The objectives of this Statement are (a) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (b) to simplify accounting for certain interest costs.

STANDARDS OF GOVERNMENTAL ACCOUNTING AND FINANCIAL REPORTING

Scope and Applicability of This Statement

2. This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. The requirements of this Statement apply to the financial statements of all state and local governments.

3. This Statement supersedes Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus*, paragraph 6; Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, paragraphs 5–22 and footnotes 1–7 and 226; and *Implementation Guide No. 2015-1*, Questions 7.10.3–7.10.7 and Z.51.11. This Statement amends Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, paragraph 18, and Statement 62, paragraphs 3 and 485.

Accounting for Interest Cost Incurred before the End of a Construction Period

4. In financial statements prepared using the economic resources measurement focus, interest cost incurred before the end of a construction period 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.

5. In financial statements prepared using the current financial resources measurement focus, 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.

EFFECTIVE DATE AND TRANSITION

6. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. Changes adopted to conform to the provisions of this Statement should be applied prospectively. For construction-in-progress, interest cost incurred after the beginning of the first reporting period to which this Statement is applied should not be capitalized.

**The provisions of this Statement need
not be applied to immaterial items.**

This Statement was issued by unanimous vote of the seven members of the Governmental Accounting Standards Board.

David A. Vaudt, *Chairman*
Jeffrey J. Previdi, *Vice Chairman*
James E. Brown
Brian W. Caputo
Michael H. Granof
Kristopher E. Knight
David E. Sundstrom

Appendix A

BACKGROUND

A1. Prior to the issuance of this Statement, governments capitalized interest cost in business-type activities and enterprise funds in accordance with GASB Statement 62. Those requirements were based on Financial Accounting Standards Board (FASB) Statements No. 34, *Capitalization of Interest Cost*, and No. 62, *Capitalization of Interest Cost in Situations Involving Certain Tax-Exempt Borrowings and Certain Gifts and Grants*, which were issued in 1979 and 1982, respectively. The approach taken in developing GASB Statement 62 was to adopt accounting and financial reporting requirements essentially as they existed in the applicable pre-November 30, 1989 FASB and American Institute of Certified Public Accountants pronouncements. The language of those pronouncements was modified as appropriate to recognize the effects of the governmental environment without affecting the substance of the provisions. As a result, at that time, the Board did not consider consistency of the provisions with GASB Concepts Statements.

A2. In December 2016, the Board added a project to reexamine the requirements for capitalization of interest cost to the practice-issue portion of the GASB's current technical agenda. Deliberations began in July 2017. Feedback on the project was provided by Governmental Accounting Standards Advisory Council members at their December 2016 and October 2017 meetings.

A3. In November 2017, the Board issued an Exposure Draft, *Accounting for Interest Cost during the Period of Construction*. The Board received 41 responses to the Exposure Draft from organizations and individuals. As discussed throughout Appendix B, comments and suggestions from stakeholder responses contributed to the Board's deliberations in developing the requirements of this Statement.

Appendix B

BASIS FOR CONCLUSIONS

Introduction

B1. This appendix discusses factors considered significant by Board members in reaching the conclusions in this Statement. It includes discussion of the alternatives considered and the Board's reasons for accepting some and rejecting others. Individual Board members may have given greater weight to some factors than to others.

Scope and Applicability of This Statement

B2. As discussed in Appendix A, the Board reconsidered the requirements in Statement 62 regarding capitalization of interest cost in business-type activities and enterprise funds. In addition, the Board reconsidered the accounting for interest cost incurred before the end of a construction period for government-wide statements (governmental and business-type activities) and fund statements (governmental, proprietary, and fiduciary funds). As a result, this Statement includes requirements that address both financial statements prepared using the economic resources measurement focus and those prepared using the current financial resources measurement focus.

B3. The Exposure Draft proposed requirements for "interest cost incurred during the period of construction," and some respondents to the Exposure Draft requested that the scope of the proposal be clarified. In accordance with Statement 62, in situations involving certain tax-exempt borrowings, interest cost was required to be capitalized before construction begins. Respondents raised questions as to whether such interest cost was intended to be considered "interest incurred during the period of construction" and, therefore, within the scope of the proposal. The Board noted that the Exposure Draft proposed that all requirements of Statement 62 related to capitalization of interest cost be superseded; therefore, the intent of the proposal was to replace those requirements of Statement 62. As such, the Board decided to clarify that this Statement applies to all interest cost that would have been capitalized in accordance with

paragraphs 5–22 of Statement 62, including interest cost in situations involving certain tax-exempt borrowings. The Board clarified the scope and the title of the Statement by instead referring to “interest cost incurred before the end of a construction period.”

Classification of Interest Cost

B4. In this project, the Board followed the hierarchy that was utilized when developing Statement No. 65, *Items Previously Reported as Assets and Liabilities*, and first considered whether interest cost incurred before the end of a construction period is an asset as defined in Concepts Statement No. 4, *Elements of Financial Statements*. Paragraph 8 of Concepts Statement 4 defines assets as “resources with present service capacity that the government presently controls.” Present service capacity is described as an “existing capability to enable the government to provide services, which in turn enables the government to fulfill its mission” (paragraph 9).

B5. The Board agreed that if considered separately from a capital asset, interest cost would not meet the definition of an asset because the cost itself is not a resource with present service capacity. Therefore, in determining whether interest cost incurred before the end of a construction period meets the definition of an asset, the Board considered whether that interest cost is an acquisition cost that is inseparable from the capital asset and thus enhances the service capacity of that asset. The Board concluded that interest cost incurred before the end of a construction period is a financing activity separate from the capital asset that does not enhance the present service capacity of an asset because the asset will have the same ability to provide services regardless of whether interest cost is incurred.

B6. Some respondents to the Exposure Draft disagreed with the Board’s conclusion that interest cost does not meet the definition of an asset. Some of those respondents believe that interest cost is inseparable from the asset because, generally, the asset would not have been constructed without financing or that financing an asset enhances the present service capacity of the asset. The Board is aware that, in many cases, capital assets are constructed with financing and recognizes that the views of some respondents reflect the practical considerations associated with the construction of large-scale capital assets. However, the Board continues to believe financing does not increase the service capacity of the capital asset. Rather, in circumstances in which a capital asset is financed, the service capacity of that asset might be available

earlier than if the construction of the asset had not been financed. The Board also noted that the requirements of this Statement do not prevent a government from borrowing; rather, the requirements stipulate that for financial reporting purposes, interest cost be recognized as an expense to separate the financing activity from the capital asset.

B7. The Board also considered differences between interest cost incurred before the end of a construction period and ancillary charges, which continue to be capitalized as part of the historical cost of a capital asset in accordance with paragraph 18 of Statement 34, as amended. Ancillary charges (for example, freight and transportation charges, site preparation costs, and certain professional fees) are directly attributable to the asset's acquisition. The Board believes that activities that generate ancillary charges enable the government to use the asset to provide services; therefore, those amounts are included in the asset's historical cost. That is, those activities enhance the service capacity of the capital asset.

B8. In addition, the Board believes that ancillary charges are different from interest cost incurred before the end of a construction period because interest cost is associated with the financing of a capital asset rather than with the preparation of the asset for use or the asset's ability to provide services. Some respondents to the Exposure Draft disagreed with the Board's conclusion that interest cost is different from ancillary charges; those respondents generally believe that interest cost should continue to be capitalized. Other respondents to the Exposure Draft commented that, in their experience, interest cost is more significant (that is, a larger dollar amount) than ancillary charges or more closely associated with the capital asset than ancillary charges because decisions about whether to construct a capital asset often may be influenced by the ability to borrow to finance the cost of the construction. Those respondents to the Exposure Draft believe that those factors support continuing to capitalize interest cost.

B9. The Board believes that, although linked in some cases, a decision to acquire or construct a capital asset still is separate from a decision about how to finance that asset. A building can be constructed without borrowing, for example, with grant proceeds or existing resources. However, after a decision has been made to acquire or construct a capital asset, ancillary charges would be incurred regardless of how the acquisition or construction is financed. For example, a building cannot be constructed without preparing or obtaining plans, permits, and blueprints; clearing and preparing the construction site; and trans-

porting the raw construction materials to the site. The Board also does not believe that the relative sizes of interest cost and ancillary charges are relevant to determining the appropriate accounting.

B10. After concluding that interest cost incurred before the end of a construction period does not meet the definition of an asset, the Board next considered whether that interest cost meets the definition of a deferred outflow of resources. A deferred outflow of resources is defined in paragraph 32 of Concepts Statement 4 as “a consumption of net assets by the government that is applicable to a future reporting period.” The Board concluded that interest cost incurred before the end of a construction period does not meet the definition of a deferred outflow of resources because it is a periodic cost applicable to the *current* reporting period. Incurring interest before the end of a construction period does not, in the view of the Board, change the reporting period to which the cost relates. Therefore, based on the hierarchy, the Board concluded that interest cost incurred before the end of a construction period meets the definition of an outflow of resources in paragraph 24 of Concepts Statement 4: “a consumption of net assets by the government that is applicable to the reporting period” (footnote reference omitted).

B11. Some respondents to the Exposure Draft contend that if interest cost is not capitalized, it should be reported as a deferred outflow of resources. Generally, those respondents believe that reporting a deferred outflow of resources would better reflect what they refer to as the “matching principle.” That is, interest cost would be recognized in expense in the same reporting period as revenue that is generated in part by the use of the capital asset. Some respondents to the Exposure Draft asserted that reporting a deferred outflow of resources would be, in their view, more representative of their operations and rate-making practices because the costs they incur for interest are recovered in future periods.

B12. The Board noted that the “matching principle” (that is, matching expenses with associated revenue) is not part of the GASB’s conceptual framework and is not an objective of state and local government financial reporting. Although deferred outflows of resources result in the recognition of expense in the reporting periods to which those amounts relate, reporting a deferred outflow of resources is not based on when an associated revenue is recognized. The Board also considered whether the requirements of this Statement are consistent with the concept of interperiod equity described in Concepts Statement No. 1, *Objectives of Financial Reporting*. The Board continues to believe

that interest cost is a result of a periodic financing activity and that recognizing interest cost as an expense in the period in which it is incurred is consistent with the concept of interperiod equity by associating the expense with the period to which that interest relates.

Other Considerations

B13. In addition to considering whether interest cost meets the definition of an asset or the definition of a deferred outflow of resources established in Concepts Statement 4, the Board considered certain other factors in determining whether interest cost incurred before the end of a construction period should be capitalized, including (a) the comparability of information in government-wide financial statements and comparability with other standards setters, (b) relevance and the effects of the requirements of this Statement on rate making, (c) the relationship of the requirements of this Statement to the requirements for regulated operations, and (d) complexity.

Comparability

B14. Regarding comparability of capital asset information in government-wide financial statements, accounting requirements for interest incurred before the end of a construction period were different for business-type activities and governmental activities prior to the issuance of this Statement. Consequently, if a government constructed two identical assets—one associated with governmental activities and the other with business-type activities—those assets could have different historical costs because interest cost would be capitalized only for the capital asset used in business-type activities. The Board believes it is misleading for a government to assign different values to identical assets constructed under similar circumstances and noted that the definition of an asset in Concepts Statement 4 applies equally to governmental and business-type activities.

B15. Some respondents to the Exposure Draft do not believe that comparability between governmental activities and business-type activities at the government-wide level is relevant. Some of those respondents commented from the perspective of a stand-alone government that is a business-type activity. Generally, those respondents believe that it is more relevant to compare with private-sector or international counterparts.

B16. The Board noted that in developing the objectives of financial reporting, it decided not to establish separate objectives for business-type activities. Further, within the context of this Statement, the Board disagrees that there is a significant difference between a stand-alone government that is a business-type activity and a business-type activity that is reported as an enterprise fund of a general purpose government. Although general purpose governments may not construct the same types of capital assets, those governments do construct capital assets, including infrastructure, and often finance such construction.

B17. The Board recognizes that the requirements regarding the treatment of interest cost in this Statement are a change from current practice and create differences with some other standards-setters' guidance. However, as discussed above, the Board believes the classification of interest cost as an outflow of resources, rather than an asset, is consistent with the GASB's definitions of elements of financial statements in Concepts Statement 4.

Relevance and Rate Making

B18. Some respondents to the Exposure Draft believe that the requirements would make amounts presented in financial statements less relevant because the requirements are inconsistent with their rate-making practices or, as previously noted, violate the "matching principle." As discussed in paragraph B12, matching expenses to revenues is not an objective of governmental financial reporting and, in the view of the Board, does not enhance the relevance of information presented for financial reporting purposes. The Board has concluded that interest cost is the result of a periodic financing activity and, therefore, recognizing all interest cost as an expense in the period in which it is incurred provides the most relevant information for users to be able to assess a government's cost of borrowing for a period. In the same way, the Board believes that including interest cost in the historical cost of a capital asset decreases the relevance of that information because instead of reflecting only the value of the asset constructed, it also includes a financing component.

B19. Other respondents to the Exposure Draft expressed concerns that the requirements of this Statement would affect the rates that a government will be able to charge. The Board noted that the requirements do not address rate making. However, the Board is aware that some governments may have agreements that are based on aspects of generally accepted accounting principles or that some existing agreements may prohibit recovery of interest cost

until an asset is placed into service. Further, the Board is mindful that time might be needed to modify those agreements. Therefore, the Board considered those concerns in relation to the effective date of this Statement. (See paragraph B33.)

Regulated Operations

B20. The Board also considered the effects of this Statement on business-type activities that have regulated operations that meet the criteria set forth in paragraph 476 of Statement 62 regarding regulated operations and elect to apply the provisions of paragraphs 476–500 of Statement 62. The Board concluded that provided the criteria for regulated operations are met and the entity has elected to apply the related provisions of Statement 62, the requirements in paragraph 485 of that Statement regarding capitalization of qualifying interest cost as a regulatory asset should remain applicable.

B21. Some respondents to the Exposure Draft believe that the requirements of Statement 62 for regulated operations should be modified. Some of those respondents believe that the criteria in paragraph 476 of that Statement should be expanded or clarified. Those respondents generally represent governments that do not meet the criteria to apply the guidance for regulated operations but believe that the expense recognition pattern achieved by application of those requirements is warranted in their circumstances. Other of those respondents believe that the requirements in paragraph 485 of Statement 62 that specifically address resources used in construction should be modified in a manner that would, in their view, enhance clarity for entities applying the regulated operations guidance. Reexamination of the requirements for regulated operations is outside the scope of this project, and the Board does not believe that whether a government can apply those requirements should be a factor in establishing the accounting requirements for interest cost incurred before the end of a construction period.

Complexity

B22. The Board believes that this Statement eliminates the complex accounting for interest cost incurred before the end of a construction period. Prior to the issuance of this Statement, the amount of interest capitalized generally was calculated by determining an appropriate capitalization rate and applying that rate to the “average of accumulated outlays” for the assets constructed or acquired during the period. Additional complexity related to identifying qualifying

assets, measuring the amount to be capitalized, and determining the capitalization period arose in situations in which the construction or acquisition was financed with tax-exempt borrowings. Therefore, the Board believes eliminating the requirement to capitalize interest in business-type activities and enterprise funds reduces the complexity of accounting requirements for capital assets.

B23. Some respondents to the Exposure Draft disagreed that the requirements would meet the stated objective of simplification or that they would reduce complexity. Some of those respondents believe that the requirements of Statement 62 for capitalization of interest cost are not complex or that because systems already are in place to capture capitalization of interest cost, simplification is not achieved by removing the requirements to capitalize interest cost. Other of those respondents expressed concerns that the requirements of this Statement may result in some governments applying the requirements for regulated operations, which, in the view of those respondents, are more complex than the requirements of Statement 62 for capitalization of interest cost that this Statement supersedes. Still other respondents believe that, in their view, any simplification gained from the requirements would be outweighed by a loss of relevant information.

B24. The Board acknowledges that whether simplification is achieved may depend on the circumstances of an individual government. However, the Board believes that, notwithstanding changes that may be needed at transition for some governments, removal of requirements to perform calculations (as was required by Statement 62) inherently is less complex than retaining those requirements. The Board recognizes that the election to apply the requirements for regulated operations is available to governments that meet the criteria in Statement 62. Therefore, for governments that meet those criteria, the requirements of this Statement might cause such a government to reevaluate whether to apply the regulated operations guidance of Statement 62. However, the reporting of interest cost incurred before the end of a construction period is only one factor relevant to a government's evaluation. The Board believes the requirements of this Statement should not be driven by the decision that a government might make with regard to the Statement 62 election to apply the requirements for regulated operations. Regarding concerns about relevance, the Board believes that, as discussed in paragraph B18, the information provided by this Statement enhances the relevance of information about capital assets and the cost of borrowing for a reporting period.

Other Concerns

B25. Some respondents to the Exposure Draft expressed concerns that an inability to capitalize interest cost could affect a government's ability to borrow or its bond rating because of the negative effect on their net position. The Board questioned the effect that the accounting requirements will have on such evaluations because all governments are required to apply this Statement. On balance, the Board believes that this Statement will enhance the decision-usefulness of the information provided to users.

B26. Some respondents requested that the Statement specify whether interest cost should be classified as an operating or a nonoperating expense in a resource flows statement of a business-type activity or an enterprise fund. The Board determined that this topic is outside the scope of this project and does not believe it would be appropriate to separately address classification of interest cost incurred before the end of a construction period as part of this Statement.

Considerations Related to Benefits and Costs

B27. The overall objective of financial reporting by state and local governments is to provide information to assist users (the citizenry, legislative and oversight bodies, and investors and creditors) in assessing the accountability of governments and in making economic, social, and political decisions. One of the principles guiding the Board's setting of standards for financial reporting is the assessment of the expected benefits and perceived costs. The Board strives to determine that its standards address a significant user need and that the costs incurred through the application of its standards, compared with possible alternatives, are justified when compared to the expected overall public benefit.

B28. Present and potential users are the primary beneficiaries of improvements in financial reporting. Persons within governments who are responsible for keeping accounting records and preparing financial statements, as well as managers of public services, also benefit from the information that is collected and reported in accordance with GASB standards. The costs to implement the standards are borne primarily by governments and, by extension, their citizens and taxpayers. Users also incur costs associated with the time and effort required to obtain and analyze new information to meaningfully inform their assessments and decisions.

B29. The Board's assessment of the expected benefits and perceived costs of issuing new standards is unavoidably more qualitative than quantitative because no reliable and objective method has been identified for quantifying the value of improved information in financial statements. Furthermore, it is difficult to accurately measure the costs of implementing new standards until implementation has taken place. Nonetheless, the Board undertakes this assessment based on the available evidence regarding expected benefits and perceived costs with the objective of achieving an appropriate balance between maximizing benefits and minimizing costs.

B30. Regarding the expected benefits of this Statement, the Board believes that the requirements will benefit users by providing enhanced relevance and comparability of information about capital assets and the cost of borrowing for a reporting period. The Board believes that preparers and auditors will benefit from the removal of the requirement to capitalize interest because this change will reduce complexity in accounting for capital assets.

B31. Some respondents expressed concerns about the potential cost and complexity associated with updating accounting systems or managing differences between financial reporting and regulatory reporting. The Board recognizes that some effort may be needed, particularly during implementation, to update accounting systems or develop a mechanism for tracking a difference between financial and regulatory reporting (similar to any other difference between financial and regulatory reporting). However, the Board does not anticipate that ongoing application of the requirements will result in significant costs or effort. The Board believes that the prospective transition approach mitigates implementation costs. (See paragraph B34.) Furthermore, the Board believes that over time, the costs of applying this Statement generally will be less than the costs of applying the capitalization requirements of Statement 62 because the requirements of this Statement are less complex. In addition, as discussed in paragraph B33, the Board modified the effective date to provide a longer implementation period, which may further mitigate implementation costs.

B32. Considering the benefits of providing more relevant and comparable information about capital assets and the cost of borrowing for a reporting period and the anticipated implementation and ongoing costs, the Board believes that the expected benefits of this Statement justify the perceived costs.

Effective Date and Transition

B33. The provisions of this Statement are effective for reporting periods beginning after December 15, 2019. The Exposure Draft proposed an effective date for reporting periods beginning after December 15, 2018. Some respondents to the Exposure Draft expressed concerns with a period of only six months between issuance of the Statement and the proposed effective date, particularly given that certain agreements may need to be adjusted in circumstances in which governments recover interest cost in future periods through rates charged to customers. To address the concerns of those respondents, the Board modified the effective date to be for periods beginning after December 15, 2019. The Board noted that some governments may wish to implement the guidance earlier than the effective date, which this Statement encourages.

B34. With respect to transition, the Board concluded that it is appropriate to require prospective application of the provisions of this Statement. In developing transition provisions, the Board also considered a retroactive approach and a modified prospective approach. The Board concluded that a prospective approach would be less costly than a retroactive approach because a prospective approach does not require restatement of any balances (including capital assets that are in service, construction-in-progress, and accumulated depreciation) or adjustments to beginning balances to remove interest previously capitalized. For the modified prospective approach, the requirements would have been applicable only to projects initiated after the beginning of the reporting period to which this Statement is first applied (that is, for construction-in-progress, governments would have continued to apply the requirements of Statement 62 and to capitalize interest until those assets were placed into service). However, the Board concluded that, unlike the prospective approach (which results in comparable borrowing cost information in the first period to which this Statement is applied), a modified prospective approach that would require interest cost to continue to be capitalized would be counter to the objectives of (a) enhancing the relevance and comparability of borrowing cost information for the reporting period and (b) simplifying accounting requirements. Although the transition requirements in this Statement result in capitalization of interest cost for construction-in-progress only to the implementation date, the Board believes that the only transition approach that would enhance comparability of capital assets at the implementation date is a retroactive approach that removes, for all capital assets (both those in service and in progress), the effects of interest previously capitalized. Some respondents to the Exposure Draft believe that retroactive application of the requirements

would be more appropriate. However, as discussed above, the Board concluded that the costs of a retroactive approach outweigh the benefits of the information that would be provided.

Appendix C

CODIFICATION INSTRUCTIONS

Codification of Governmental Accounting and Financial Reporting Standards—December 2019 Update

C1. The instructions that follow update the December 31, 2017 *Codification of Governmental Accounting and Financial Reporting Standards* (Codification) for the provisions of this Statement. Only the paragraph number of the Statement is listed if the paragraph will be cited in full in the Codification.

* * *

[Update cross-references throughout.]

* * *

SUMMARY STATEMENT OF PRINCIPLES

SECTION 1100

Sources: [Remove GASB Statement 37.]

[Add GASBS 89, ¶14 as an amending source of GASBS 34, ¶18; remove GASBS 37, ¶6 from sources.]

* * *

REPORTING CAPITAL ASSETS

SECTION 1400

Sources: [Remove GASB Statement 37; add GASBS 89.]

[In Statement of Principle, Valuation of Capital Assets, add GASBS 89, ¶14 as an amending source of GASBS 34, ¶18; remove GASBS 37, ¶6 from sources.]

.102 [Insert the following after the third sentence:] Interest cost incurred before the end of a construction period should not be capitalized as part of the asset's historical cost. [GASBS 34, ¶18, as amended by GASBS 72, ¶79 and GASBS 89, ¶4; GASBS 72, ¶68; GASBS 89, ¶4]

[Replace paragraphs .120–.137, including headings and footnotes, with the following; renumber subsequent paragraphs and footnotes.]

Interest Cost Incurred before the End of a Construction Period

.120 [GASBS 89, ¶4]

.121 [GASBS 89, ¶5]

[Delete Questions .702-8 and .702-9; renumber subsequent questions.]

[Replace headings .711–.717 and associated text with the following; renumber subsequent headings and associated questions.]

.711 Interest Cost Incurred before the End of a Construction Period

No questions assigned.

[Delete current Question .722-3.]

* * *

COMPREHENSIVE ANNUAL FINANCIAL REPORT

SECTION 2200

[Delete Question .715-1; renumber subsequent questions.]

* * *

INTEREST COSTS—IMPUTATION

SECTION I30

See also: [Delete the reference to Section 1400.]

* * *

REGULATED OPERATIONS

SECTION Re10

.110 [Replace the fourth sentence, including footnote 6, with the following; renumber subsequent footnotes.] In such cases, the amounts capitalized for rate-making purposes as part of the cost of acquiring the assets should be capitalized as a regulatory asset for financial reporting purposes. [GASBS 62, ¶485, as amended by GASBS 63, ¶8 and GASBS 89, ¶4]

* * *

C2. The instructions that follow update paragraph C1 of Statement No. 87, *Leases*, for the provisions of this Statement. Statement 87 is effective for reporting periods beginning after December 15, 2019.

* * *

REPORTING CAPITAL ASSETS

SECTION 1400

[Do not apply the instructions for paragraphs .120 and .121.]

* * *

Comprehensive Implementation Guide—December 2019 Update

C3. The instructions that follow update the December 31, 2017 *Comprehensive Implementation Guide* for the provisions of this Statement.

* * *

[Delete Questions 7.10.3–7.10.7 and Z.51.11.]

Debt Issuance and Management

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.

Cash and Investment Management

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.

**PROCLAMATION
SUPPORT OUR SENIORS DAY**

WHEREAS, the Late President Ronald Reagan, proclaimed August 21, 1988 as "National Senior Citizens Day" in honor and recognition of our older generation who have achieved so much for our families, our communities and our country; and

WHEREAS, in his proclamation, President Reagan stated that with improved health care and more years of productivity, older citizens are reinforcing their historical roles as leaders and as links with our patrimony and sense of purpose as individuals and as a Nation. Many older people are embarking on second careers, giving younger Americans a fine example of responsibility, resourcefulness, competence, and determination. And more than 4.5 million senior citizens are serving as volunteers in various programs and projects that benefit every sector of society. Wherever the need exists, older people are making their presence felt -- for their own good and that of others. For all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older -- places in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity; and

WHEREAS, our community is blessed to have a non-profit organization committed to raising funds to benefit the Cherokee County Senior Services Programs such as Meals on Wheels, "Last Stop" Emergency Fund, Food Closet and Fan Drive as well as many other helpful assistance programs for the elderly in Cherokee County. This non-profit organization is known as the Cherokee County Volunteer Aging Council or (VAC); and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Council of the City of Holly Springs, Georgia, August 18, 2018 as "SUPPORT OUR SENIORS DAY" and encourage all citizens, elected officials and City staff to support the fund-raising efforts of the Volunteer Aging Council, so that the programs in place to aid and assist our elderly can continue. We further encourage everyone to use this day to:

- Spend some time with senior citizens
- Show your appreciation for senior citizens
- Do volunteer work in support of the elderly

If you are a senior citizen, enjoy your day any way you desire. After all, this is your day! Make sure to take advantage of senior citizens specials and discounts; and

IN WITNESS WHEREOF, I have hereto with set my hand and caused the Seal of the City of Holly Springs to be affixed this 21st day of October, 2019.

Attest:

Steven W. Miller, Mayor

Karen Norred, City Clerk
(Seal)



Red Ribbon Week Proclamation

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and Council of the City of Holly Springs, Georgia that the week of October 23-31, is RED RIBBON WEEK, and encourages your participate in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

IN WITNESS WHEREOF, I have hereto set my hand and caused the Seal of the City of Holly Springs to be affixed this 21st day of October 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



WHEREAS: The Governor of the State of Georgia has proclaimed the day of Sunday, November 3, 2019 as Retired Educators Day in Georgia; and

WHEREAS: There are more than 130,000 retired educators in Georgia, 30,000 plus of whom are members of the Georgia Retired Educators Association; and

WHEREAS: The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

WHEREAS: It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

WHEREAS: Local churches will recognize those lasting contributions made by retired educators in this community; now

THEREFORE, BE IT PROCLAIMED: I, Steven W. Miller, by authority vested in me as Mayor of the City of Holly Springs, Georgia do hereby proclaim November 3, 2019, as:

Retired Educators Day

and I call upon the citizens of Holly Springs to observe that day in an appropriate manner honoring retired educators.

IN WITNESS WHEREOF, I have hereto with set my hand and cause the Seal of the City of Holly Springs to be affixed this 21st day of October 2019.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
September 5, 2019

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Jeremy Smith, Councilman Kyle Whitaker, and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Manager Robert H. Logan, Chief Michael Carswell, Community Development Director Nancy Moon, Information Technology Manager Ron Carter, Alicia Argo from the City Attorney's Office, Assistant City Clerk Erin Honea, and GIS Technician/Stormwater Coordinator Zach Arnold.

Mayor Miller called the Work Session to order. Councilman Smith gave the invocation.

Public Comments

Debbie Proctor, Holly Springs resident, spoke against A-08-2019 and MA-09-2019 citing increased traffic and that the project did not fit the area.

Polly Hines, Holly Springs resident, spoke against A-08-2019 and MA-09-2019 citing increased traffic and the overcrowding of schools.

Todd Bailey, Cobb County resident, and Rodney Bailey, Cherokee County resident, sons of Jo Bailey, property owner, spoke in favor of A-08-2019 and MA-09-2019.

Councilwoman Phillips made a motion to adjourn. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
September 16, 2019

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Jeremy Smith, Councilman Kyle Whitaker and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, and Lt. Casey Barton.

Mayor Miller called the Work Session to order.

Debbie Proctor, Holly Springs resident, spoke against A-08-2019 and MA-09-2019 citing increased traffic and that the project was too dense for the area.

Polly Hines, Holly Springs resident, spoke against A-08-2019 and MA-09-2019 citing increased traffic.

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs

City Council Business Meeting Minutes
September 16, 2019

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips, Councilman Jeremy Smith, Councilman Kyle Whitaker and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, and Lt. Casey Barton.

Mayor Miller called meeting to order. Councilman Smith gave the invocation.

Mayor Miller recognized Community Development Director Nancy Moon for her 10 years of service to the City of Holly Springs.

Consent Agenda:

1. August 5, 2019 Council Meeting Minutes
2. August 6, 2019 Special Called Council Meeting Minutes
3. August 19, 2019 Council Meeting Minutes
4. Stormwater Facility Maintenance Agreement between WellStar Health System, Inc. and the City of Holly Springs
5. Stormwater Facility Maintenance Agreement between OHC Holly Springs TH, LLC and the City of Holly Springs
6. CUP-01-2019, a conditional use permit for an Auto Service Establishment for property located on Holly Springs Parkway, Cherokee County, GA, tax parcels 085A and 089 of tax plat 15N16
7. CUP-02-2019, a conditional use permit for a Massage Therapy Establishment for property located on Mountain Brook Drive, Cherokee County, GA, tax parcel 019A of tax plat 93N02
8. Third Amendment of the Workforce Innovation and Opportunity Contract No. WD1814.3 between the Atlanta Regional Commission and the City of Holly Springs
9. 2019 Annual Renewal Service Agreement between the Cherokee Office of Economic Development and the City of Holly Springs in an amount not to exceed \$3,000.

Councilman Whitaker made a motion to approve the September 16, 2019 Consent Agenda. Councilman Smith seconded the motion. Motion carried 5-0.

Unfinished Business:

Councilwoman Phillips made a motion to approve a quote from Sweeping Corporation of America for street sweeping services in an amount not to exceed \$7,020. Councilman Whitaker seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a proposal from Georgia Development Partners for the Town Center Project Sanitary Sewer Addition in an amount not to exceed \$90,401.56. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve a proposal from Georgia Development Partners for the Town Center Project Industrial Culvert Replacement Project in an amount not to exceed \$69,305.66. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to table MA-09-2019, applicant requests rezoning of 11.07 +/- acres located off of Marble Quarry Road, Holly Springs, GA, tax parcel 050 of tax plat 15N14, from R-20, Single Family Residential to TND, Traditional Neighborhood Development until the October 7, 2019 Council meeting. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

New Business

Mayor Pro Tem Zenchuk made a motion to approve the release of Holly Glen Phase 1B-Performance Bond No. SUR0040757. Councilman Smith seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve an agreement between LeadsOnline, LLC. and the City of Holly Springs for LeadsOnline TotalTrack Investigation System Service Package in an amount not to exceed \$2,395. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve Proposal #0000037015 from R&D Mechanical for Honeywell WiFi Pro 8000 Thermostat-Dehumidification and Lead Service Technician Labor in an amount not to exceed \$4,292. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve the HCM Client File Agreement between MSI Benefits Group, Inc. and the City of Holly Springs, Option 1, Planning, HCM File platform set-up, eligibility data formatting, HCM File delivery to client and IRS e-File in an amount not to exceed \$4.00 per 1095-C Form. Councilwoman Barnett seconded the motion. Motion carried 4-1. Mayor Pro Tem Zenchuk opposed.

Mayor Pro Tem Zenchuk made a motion to approve a Proclamation establishing the City of Holly Springs Census Complete Count Committee to increase awareness and understanding of the 2020 Census. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve an Agreement for the Sale and Purchase of Real Property among Alan LeBaron, Akemi LeBaron, and the City of Holly Springs in an amount not to exceed \$375,000. Councilwoman Phillips seconded the motion. Motion carried 4-1. Councilman Whitaker opposed.

Councilman Smith made a motion to approve the Option for Right of Way for Nellie Mae Temples property. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to enter into Executive Session for the purposes of Real Estate and Personnel. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to return from Executive Session. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

City Manager Robert H. Logan announced the August financial report was in the agenda packet.

Councilwoman Phillips made a motion to adjourn. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Centerline Surveying and Land Planning, Inc.

1301 Shiloh Road, Suite 1210

Kennesaw, GA 30144

(770) 424-0028 telephone (770) 424-2399 fax

Oct. 19, 2019

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

Re: Marble Quarry Road Zoning

Nancy;

Please allow this letter to serve as documentation for the above referenced project. In summary Blue River Group has made a verbal commitment to the representatives of Landmark Church for services and a donation to the church. This commitment is conditional on the Zoning Application for Marble Quarry Rd. being approved as presented by the City of Holly Springs Council.

In summary the commitment agreed upon is;

The site would be developed in a way as to improve the intersection of Marble Quarry Rd. and Old Holly Springs Rd., as stipulated in our Zoning stipulations. The developer will be required to upgrade Old Holly Springs Rd. to current city standards for a local road. This would include, but not be limited to curbing, sidewalks, new asphalt and landscaping. Additional landscaping will be installed to enhance the new subdivision entrances as well as the entrance to Landmark Church. Blue River also offered to clear a portion of the property owned by Landmark Church as directed by their representatives during the clearing operations of our site. This area will be determined by the church staff and the engineer prior to land disturbance. The determined area will be cleared as agreed and will also serve as a stockpile location of any extra dirt from this project. This area will be depicted on the approved construction plans, to provide for proper handling. In addition, Blue River will donate \$10,000 to the church as a good faith gesture to assist the church in the landscaping and maintenance of the adjoining cemeteries that fall within their charge for care. This donation would be provided at the time of closing of the property from the current owners. All plans and construction would be completed as approved by the city staff.

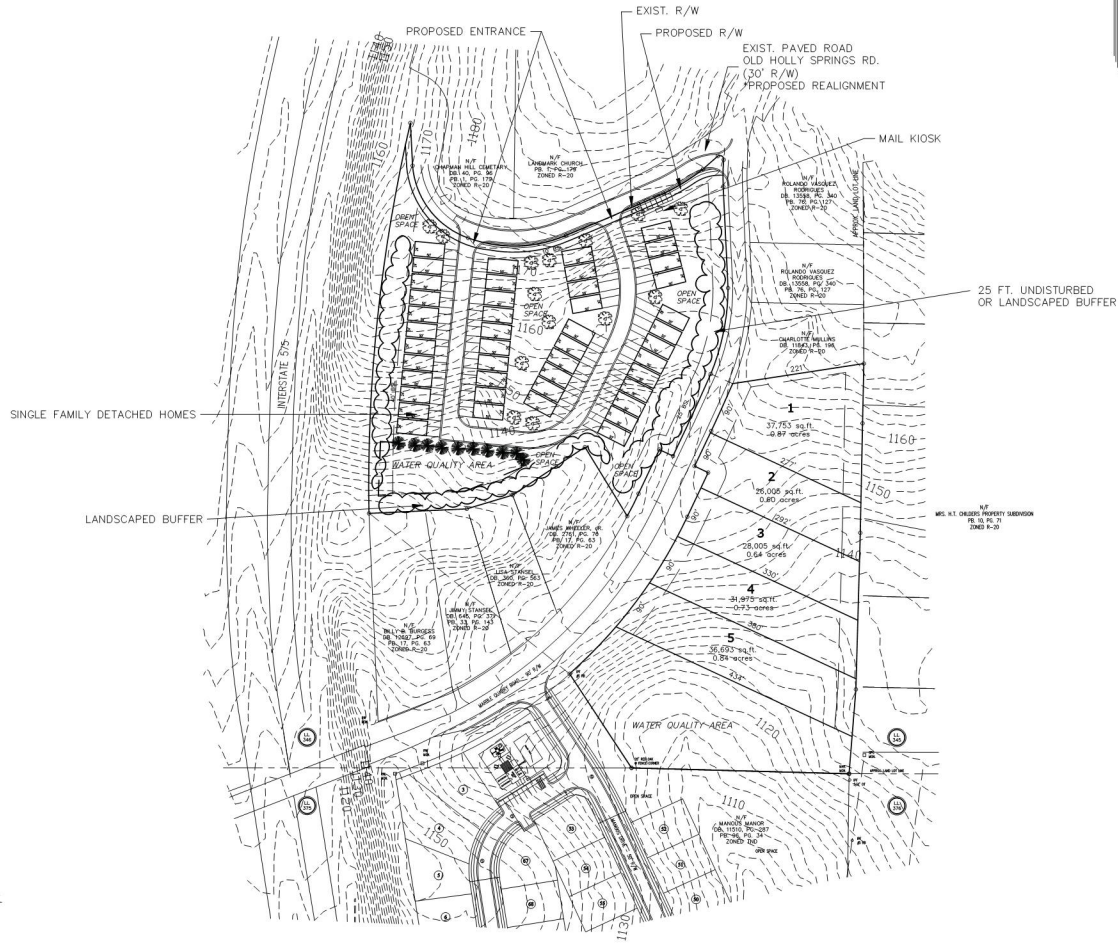
My personal obligation to the church is that my firm will provide a current updated boundary and topography of their property to assist them in future planning in an exchange for a letter of donation to the church of equal value.

Please contact me if further information is required.

Sincerely,

Doug Patten

Doug Patten, CPESC, GSWCC Level II #034251
Centerline Surveying and Land Planning, Inc.



FLOOD INFORMATION:
THIS PROPERTY IS NOT LOCATED WITHIN
A FEMA 100 YEAR FLOOD ZONE ACCORDING
TO FEMA MAP PANEL 13057C0242D
DATED: SEPT. 29, 2006.

BOUNDARY SURVEY PROVIDED BY CLIENT.
PERFORMED BY GASKINS FOR FLORRIE JO
BAILEY, SIGNED BY DARRELL D. RAINES ON
JAN. 11, 2019.
TOPOGRAPHIC INFORMATION BASED ON
CHEROKEE COUNTY GIS DATA
THE INFORMATION ON THIS CONCEPTUAL
PLAN IS COMPILED FROM THE DATA
PROVIDED AND REFERENCED HERE BY
CENTERLINE SURVEYING AND LAND
PLANNING, INC.

OWNER OF RECORD:
FLORRIE JO BAILEY
TIN: 15N14 050
PIN: 15-0346-0008
1530 MARBLE QUARRY RD.
CANTON, GA. 30115
DB. 60, PG. 325

APPLICANT:
BLUE RIVER DEVELOPMENT, LLC
6845 SHILOH RD. EAST, STE. D-3
ALPHARETTA, GA. 30005

24 HR. CONTACT:
BRAD COOPER
(404) 797-7325
BCOOPER@BLUERIVERDEVELOPMENT.COM

GENERAL SITE NOTES

PROPOSED USE: SINGLE FAMILY RESIDENTIAL
CURRENT ZONING - R-40 (TRACT 1 - 5.83 ACRES)
CURRENT ZONING - R-20 (TRACT 2 - 5.18 ACRES)
PROPOSED ZONING - TND
TOTAL AREA - 11.07 ACS

PROPOSED SITE REQUIREMENTS

TOTAL R-20 RESIDENTIAL LOTS - 5
TOTAL RESIDENTIAL DETACHED UNITS PROPOSED - 45
TOTAL RESIDENTIAL LOTS/UNITS - 50
PROPOSED DENSITY - 4.51 U/A

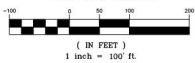
R-20 LOT SETBACK REQUIREMENTS:

FRONT - 30 FT.
REAR - 30 FT.
SIDE - 10 FT.

DETACHED TOWNHOMES BUILDING SETBACK REQUIREMENTS PROPOSED:

SIDE STREET - 0/25 FT. * SEE NOTE
SEPARATION BETWEEN STRUCTURES - 3 FT.
* FIRST DISTANCE REFERS TO DISTANCE FROM PUBLIC R/W
AND THE SECOND REFERS TO DISTANCE FROM C/L OF ROAD.
** UNLESS OTHERWISE DEPICTED ON SITE PLAN

GRAPHIC SCALE



REZONING CONCEPTUAL PLAN FOR
MARBLE QUARRY RD.
A RESIDENTIAL COMMUNITY BY
BLUE RIVER DEVELOPMENT, LLC

LAND LOT 346 OF THE
15TH DISTRICT, 2ND SECTION
CHEROKEE COUNTY, GEORGIA

centerline
Surveying and Land Planning, Inc.

1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA. 30144
PHONE: (770) 424-0028 FAX: (770) 424-2399

DRAWN BY:	DP	DATE:	5-20-19
CHECKED BY:	DP	DRAWING NO.:	REZONING
JOB NO.:	519001	SHEET	1 OF 1
NO.	DATE	REVISION DESCRIPTION	BY
1	7-8-19	PER STAFF RECOMMENDATIONS	DP

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 11.07+/- acres, identified as tax parcel 050 of tax plat 15N14, Land Lot 346 of the 15th District of Cherokee County, from R-20, Single Family Residential to TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Blue River Development, requesting rezoning in the City of Holly Springs, Georgia, concerning 11.07+/- acres, identified as tax parcel 050 of tax plat 15N14, Land Lot 346 of the 15th District of Cherokee County, from R-20, Single Family Residential to TND, Traditional Neighborhood Development; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 11.07+/- acres, identified as tax parcel 050 of tax plat 15N14, Land Lot 346 of the 15th District of Cherokee County, is hereby rezoned from R-20, Single Family Residential to TND, Traditional Neighborhood Development; and

Section 2

The approval of this application has the following stipulations attached:

1. Owner /developer shall establish a mandatory homeowner's association for the project and shall submit all restrictive covenants and homeowner's documents for review by the Community Development Director prior to final plat approval.
2. Owner/developer shall coordinate with the City of Holly Springs Community Development Director and Arborist regarding open space, recreation areas, and landscaping.
3. Architectural styling of all structures shall be approved by the Community Development Director. Front facades shall be constructed with a combination of at least two of the following materials: brick, stone, cement shake, cedar shake, board & batten, a cementitious material, such as Hardiplank, one of which to be brick or stone. Architectural shingles shall be offered as an option. No vinyl siding shall be permitted.
4. Heated square footage of all residential dwelling units shall be a minimum of 1,600 square feet.
5. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.

6. The northwest section of the development shall be limited to no more than 45 single-family detached homes.
7. Building setback lines for the northwest section of the development shall be as follows:
 - i. Front: 15 feet from property line, the distance from back of sidewalk to garage door shall be a minimum of 20 feet, 40 feet from the centerline of the road to the structure
 - ii. Side: 10 feet end units
 - iii. Corner Side: 0 feet, 25 feet from the centerline of the road to the structure
 - iv. Rear: 20 feet
8. The southeast section of the development shall be limited to no more than 5 single-family detached homes and shall comply with the regulations of the R-20, Single Family Residential zoning district.
9. All residential building lots shall be of a fee simple nature.
10. As requested by the Cherokee County School District and per offer of the developer, a School Mitigation Fee of \$452 per unit constructed shall be paid prior to the issuance of each building permit.
11. Owner/developer shall improve the old section of Holly Street to City standards for a Residential 1 street as stated in the Holly Springs Development Regulations and as outlined in stipulations 13 and 14 below. Utilities and entrances on both sides of the road shall be upgraded as necessary. The intersection of Old Holly Street shall be realigned to tie into Marble Quarry Road at a 90-degree angle. All improvements shall be coordinated with and approved by the City Engineer.
12. Only one entrance on Marble Quarry Road to the southeast side of the development shall be granted unless otherwise recommended by the City Engineer. To eliminate multiple additional curb cuts along Marble Quarry Road, access to the five lots shall be granted through the installation of a shared driveway with access easement rights.
13. Owner/developer shall be responsible for the installation of sidewalks, decorative street lamps, accel/decel lanes and curb and gutter, and landscaping along the road frontage of Marble Quarry Road and Old Holly Street, as applicable, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District.
14. All required improvements to Marble Quarry Road and Old Holly Street, including, but not limited to deceleration/acceleration lanes, left turn lanes, and entrances shall be installed by the owner/developer and be coordinated with and approved by the City Engineer.
15. Landscaping, in a similar style as that planted at the time of development along Old Holly Street, shall be installed on the North side of Old Holly Street on the Landmark Church and Chapman Hill Cemetery properties, tax parcels 15N14 056 and 057.
16. In addition to the zoning requirements of the TND, Traditional Neighborhood Development zoning district, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.

17. Per offer of developer, Blue River Development shall clear the future cemetery expansion of the Landmark Church and Chapman Hill Cemetery properties, tax parcels 15N14 056 and 057, as determined by Landmark Church and subject to compliance with all state and local regulations and approval of the City Engineer.
18. Per offer of developer, Blue River Development shall donate \$10,000 to Landmark Church towards landscaping and maintenance of the church and cemetery properties. This donation shall be provided at the time of closing of the property.

Section 3

This ordinance shall become effective October 21, 2019, upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 21st day of October, 2019, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



FINANCIAL HIGHLIGHTS
September 30, 2019



Budget Summary
75% of year lapsed

	Audited		Unaudited	
	2018 Year End Actual	2019 Annual Amended Budget	2019 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	8,731,338	8,250,000	3,338,788	40.47%
Operating Grant Fund	172,926	228,500	129,670	56.75%
Parks & Recreation Fund	372,029	683,500	290,914	42.56%
Hotel/Motel Tax Fund	5,663	6,000	3,497	58.28%
SPLOST III Fund	27,270	200,000	12,279	6.14%
SPLOST IV Fund	1,294,404	125,000	12,471	9.98%
SPLOST V Fund	1,338,207	7,405,000	1,821,641	24.60%
Town Center Fund	521	625,000	1,051,781	168.29%
Debt Service Fund	358,736	358,736	179,368	50.00%
Stormwater Utility Fund	791,715	335,000	26,624	7.95%
TOTAL REVENUES - ALL FUNDS	\$ 13,092,809	\$ 18,216,736	\$ 6,867,033	37.70%
EXPENDITURES/EXPENSES BY FUND				
General Fund	6,805,265	8,250,000	6,878,242	83.37%
Operating Grant Fund	172,892	228,500	136,463	59.72%
Parks & Recreation Fund	112,298	683,500	449,672	65.79%
Hotel/Motel Tax Fund	4,693	6,000	7,580	126.33%
SPLOST III Fund	-	200,000	-	0.00%
SPLOST IV Fund	1,038,969	125,000	-	0.00%
SPLOST V Fund	2,286,241	7,405,000	3,836,563	51.81%
Town Center Fund	497,917	625,000	802,062	100.00%
Debt Service Fund	358,736	358,736	179,368	50.00%
Stormwater Utility Fund	282,311	335,000	216,804	64.72%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 11,559,322	\$ 18,216,736	\$ 12,506,752	68.66%



**Comparison to Prior Year
75% of year lapsed**

	9/30/18 Actual	2018 Annual Budget	% of Annual Budget	9/30/19 Actual	2019 Annual Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	3,807,521	6,800,000	55.99%	3,338,788	8,250,000	40.47%
Operating Grant Fund	97,369	225,000	43.28%	129,670	228,500	56.75%
Parks & Recreation Fund	279,355	476,000	58.69%	290,914	683,500	42.56%
Hotel/Motel Tax Fund	4,528	6,500	69.66%	3,497	6,000	58.28%
SPLOST III Fund	27,136	200,000	13.57%	12,279	200,000	6.14%
SPLOST IV Fund	996,086	1,945,000	51.21%	12,471	125,000	9.98%
SPLOST V Fund	472,792	1,000,000	0.00%	1,821,641	7,405,000	24.60%
Town Center Fund	461	514,989	0.09%	1,051,781	625,000	168.29%
Debt Service Fund	179,368	358,736	50.00%	179,368	358,736	50.00%
Stormwater Utility Fund	18,692	325,000	5.75%	26,624	335,000	7.95%
TOTAL REVENUES - ALL FUNDS	\$ 5,883,307	\$ 11,851,225	57.94%	\$ 6,867,033	\$ 18,216,736	37.70%

EXPENDITURES/EXPENSES BY FUND

General Fund	5,611,977	6,800,000	82.53%	6,878,242	8,250,000	83.37%
Operating Grant Fund	133,207	225,000	59.20%	136,463	228,500	59.72%
Parks & Recreation Fund	274,463	476,000	57.66%	449,672	683,500	65.79%
Hotel/Motel Tax Fund	4,343	6,500	66.82%	7,580	6,000	126.33%
SPLOST III Fund	-	200,000	0.00%	-	200,000	0.00%
SPLOST IV Fund	1,021,044	1,945,000	52.50%	-	125,000	0.00%
SPLOST V Fund	1,679,916	1,000,000	0.00%	3,836,563	7,405,000	51.81%
Town Center Fund	310,212	514,989	60.24%	802,062	625,000	128.33%
Debt Service Fund	179,368	358,736	50.00%	179,368	358,736	50.00%
Stormwater Utility Fund	135,437	325,000	41.67%	216,804	335,000	64.72%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 9,349,966	\$ 11,851,225	105.53%	\$ 12,506,752	\$ 18,216,736	68.66%

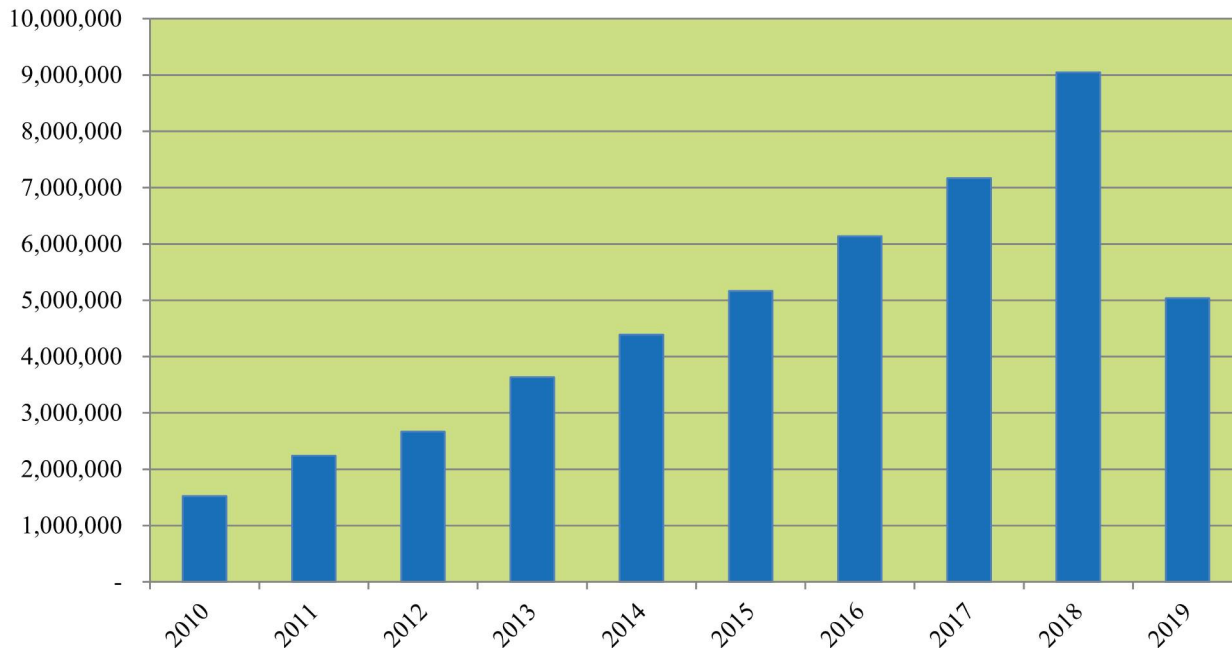


**Changes in Fund Balance/Net Position
As of September 30, 2019**

Fund	Audited			Unaudited	
	Balance as of 1/1/19	Revenues	Expenditures/ Expenses	Balance as of 9/30/19	Net Increase/ (Decrease)
General Fund	8,574,335	3,338,788	6,878,242	5,034,881	(3,539,454)
Operating Grant Fund	37,083	129,670	136,463	30,290	(6,793)
Parks & Recreation Fund	246,679	290,914	449,672	87,921	(158,758)
Hotel/ Motel Tax Fund	10,173	3,497	7,580	6,090	(4,083)
SPLOST III Fund	258,683	12,279	-	270,962	12,279
SPLOST IV Fund	59,481	12,471	-	71,952	12,471
SPLOST V Fund	(948,034)	1,821,641	3,836,563	(2,962,956)	(2,014,922)
Town Center Fund	17,593	1,051,781	802,062	267,313	249,720
Debt Service Fund	-	179,368	179,368	-	-
Stormwater Utility Fund	4,011,855	26,624	216,804	3,821,675	(190,180)
	\$ 12,267,848	\$ 6,867,033	\$ 12,506,752	\$ 6,628,129	\$ (5,639,719)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

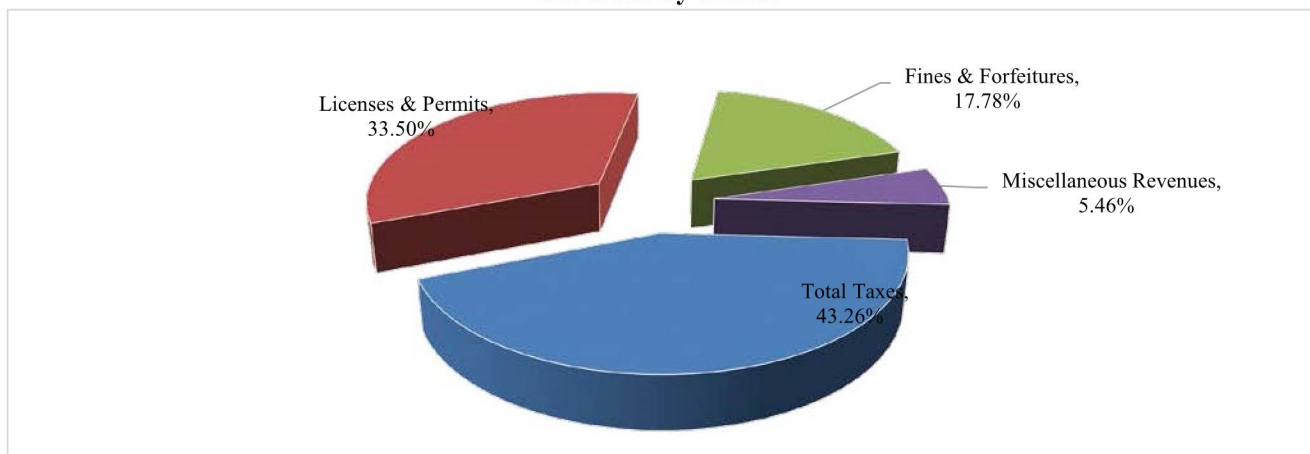




Budget Comparison Report - General Fund
75% of year lapsed

REVENUES	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Property Taxes	14,451	3,650,000	186,549	5.11%
Motor Vehicle Taxes	12,676	15,000	50,431	336.21%
Motor Vehicle Title Ad Valorem Tax	32,180	300,000	306,737	102.25%
Mobile Home Tax	-	750	134	17.93%
Recording Intangible Taxes	9,475	55,000	66,961	121.75%
Penalties & Interest	3,932	7,500	10,575	141.00%
Fifa Fees	405	2,500	1,365	54.60%
Franchise Tax	-	385,000	410,498	106.62%
Railroad Equipment Car Tax	-	600	704	117.26%
Real Estate Transfer Tax	1,919	12,500	14,225	113.80%
Business & Occupation Tax	1,498	120,000	56,350	46.96%
Financial Institutions Tax	-	14,000	3,569	25.49%
Insurance Premium Tax	-	665,000	-	0.00%
Total Taxes	94,396	5,727,850	1,357,107	23.69%
Licenses & Permits	113,693	1,383,325	1,051,022	75.98%
Fines & Forfeitures	115,281	409,150	557,943	136.37%
Miscellaneous Revenues	4,084	678,925	94,613	13.94%
Interest Income	3,481	20,000	47,038	235.19%
Proceeds from the Sale of Conf Assets	257	750	257	34.20%
Proceeds from the Sale of Assets	-	10,000	4,562	45.62%
Donation from Private Sources	-	20,000	24,750	123.75%
TOTAL GENERAL FUND REVENUES	\$ 331,191	\$ 8,250,000	\$ 3,137,291	38.03%

Revenues by Source

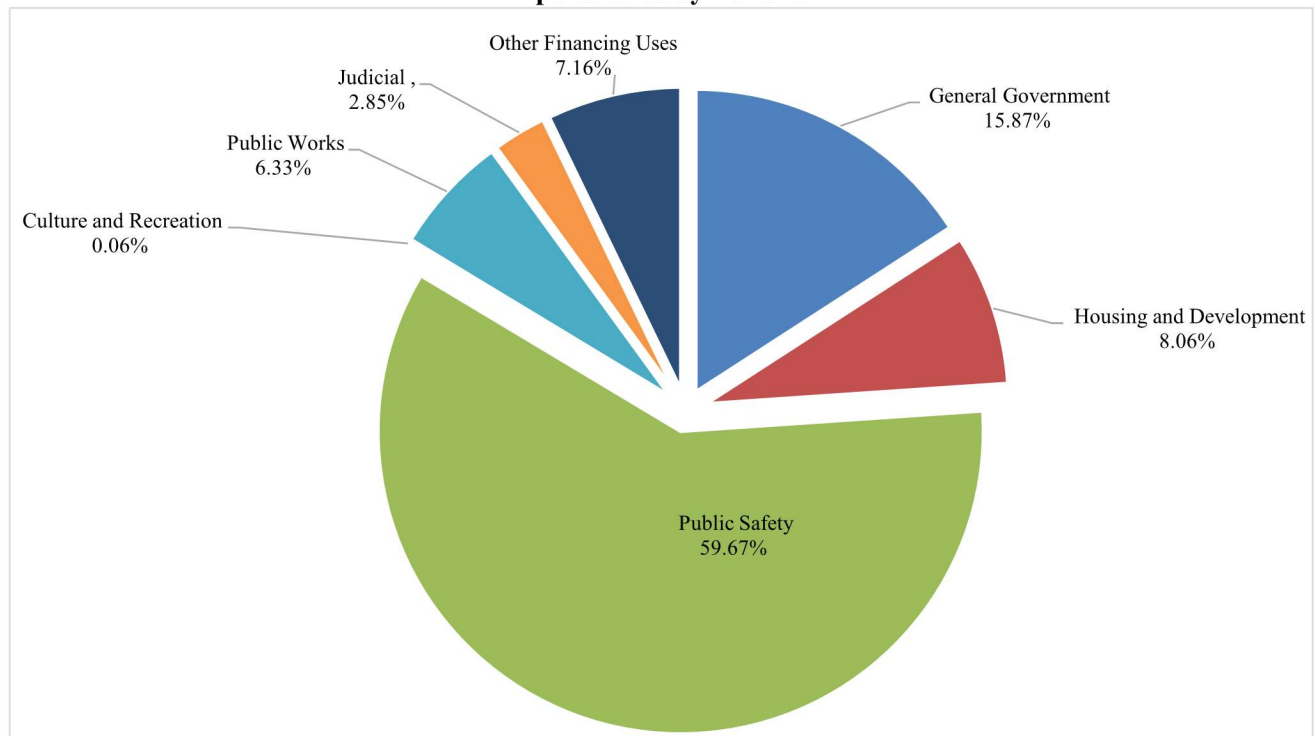




Budget Comparison Report - General Fund
75% of year lapsed

EXPENDITURES	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
General Government	264,186	1,170,697	1,091,264	93.21%
Housing and Development	56,170	826,884	554,428	67.05%
Public Safety	248,656	4,902,887	4,104,059	83.71%
Culture and Recreation	-	4,000	4,000	100.00%
Public Works	45,300	595,476	435,561	73.15%
Judicial	20,815	250,056	196,155	78.44%
Other Financing Uses	-	500,000	492,775	98.56%
TOTAL GENERAL FUND EXPENDITURES	\$ 635,127	\$ 8,250,000	\$ 6,878,242	83.37%

Expenditures by Function





Budget Comparison Report - All Funds
75% of year lapsed

	Audited		Unaudited	
	2018 Year End Actuals	2019 Annual Budget	Year to Date	% 2019 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	8,731,338	8,250,000	3,338,788	40.47%
Expenditures:	6,805,265	8,250,000	6,878,242	83.37%
Excess Revenues over (under) Expenditures	1,926,073	-	(3,539,454)	
<u>OPERATING GRANT FUND</u>				
Revenues:	172,926	228,500	129,670	56.75%
Expenditures:	172,892	228,500	136,463	59.72%
Excess Revenues over (under) Expenditures	34	-	(6,793)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	372,029	683,500	290,914	42.56%
Expenditures:	112,298	683,500	449,672	65.79%
Excess Revenues over (under) Expenditures	259,731	-	(158,758)	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	5,663	6,000	3,497	58.28%
Expenditures:	4,693	6,000	7,580	126.33%
Excess Revenues over (under) Expenditures	970	-	(4,083)	
<u>SPLOST III FUND</u>				
Revenues:	27,270	200,000	12,279	6.14%
Expenditures:	-	200,000	-	0.00%
Excess Revenues over (under) Expenditures	27,270	-	12,279	
<u>SPLOST IV FUND</u>				
Revenues:	1,294,404	125,000	12,471	9.98%
Expenditures:	1,038,969	125,000	-	0.00%
Excess Revenues over (under) Expenditures	255,435	-	12,471	
<u>SPLOST V FUND</u>				
Revenues:	-	7,405,000	1,821,641	24.60%
Expenditures:	-	7,405,000	3,836,563	51.81%
Excess Revenues over (under) Expenditures	-	-	(2,014,922)	



Budget Comparison Report - All Funds
75% of year lapsed

	Audited		Unaudited	
	2018 Year End Actuals	2019 Annual Budget	Year to Date	% 2019 Annual Budget
<u>TOWN CENTER FUND</u>				
Revenues:	521	625,000	1,051,781	168.29%
Expenditures:	497,917	625,000	802,062	128.33%
Excess Revenues over (under) Expenditures	(497,396)	-	249,720	
<u>DEBT SERVICE FUND</u>				
Revenues:	358,736	358,736	179,368	50.00%
Expenditures:	358,736	358,736	179,368	50.00%
Excess Revenues over (under) Expenditures	-	-	-	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	791,715	335,000	26,624	7.95%
Expenses:	282,311	335,000	216,804	64.72%
Excess Revenues over (under) Expenses	509,404	-	(190,180)	



Investments
As of September 30, 2019

Ameris Bank

Downtown Development Authority - CD .75%	35,864
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Subtotal Ameris Bank	\$ 35,864
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Bank United	250,000
First Choice Bank	250,865
First Foundation Bank	250,000
First National Bank	29,093
Goldman Sachs Bank	250,000
Old National Bank	250,803
State Bank of Lizton	250,865
TBK Bank SSB	12,000

Subtotal South State Investment Services	\$ 1,543,625
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Total Investments	\$ 1,579,489
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Cash
As of September 30, 2019

Ameris Bank

Downtown Development Authority - Checking	87,790
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Subtotal Ameris Bank	\$ 87,790
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South State Bank

General Fund	301,348
Main Street Board	38,080
Parks & Recreation Fund	61,705
Hotel Motel Tax Fund	5,747
Money Market Account	1,143,868
Municipal Court Fund	153,902
Operating Grant Fund	4,416
Police Forfeiture Account	6,526
Police Seized Asset Account	9,631
SPLOST III	270,962
SPLOST IV	61,493
SPLOST IV/Grant Revenue	2,065
SPLOST V	85,913
Town Center Fund	269,568
Stormwater Utility Fund	556,953
Tree Replacement Fund	8,679

Subtotal South State Bank	\$ 2,980,856
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BB&T

Savings Account	2,507,045
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Subtotal BB&T	\$ 2,507,045
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South State Investment Services

Budget Stabilization Cash Account	3,694
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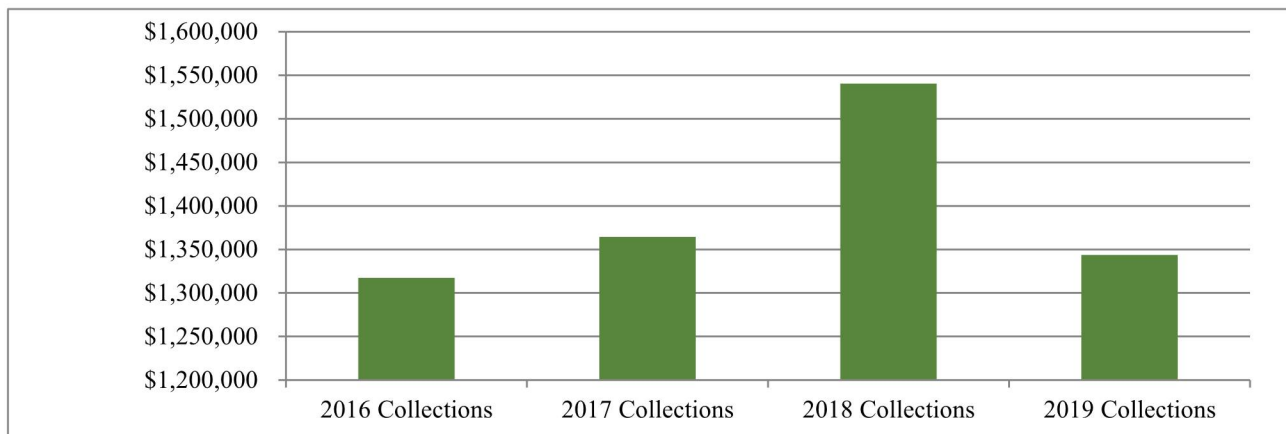
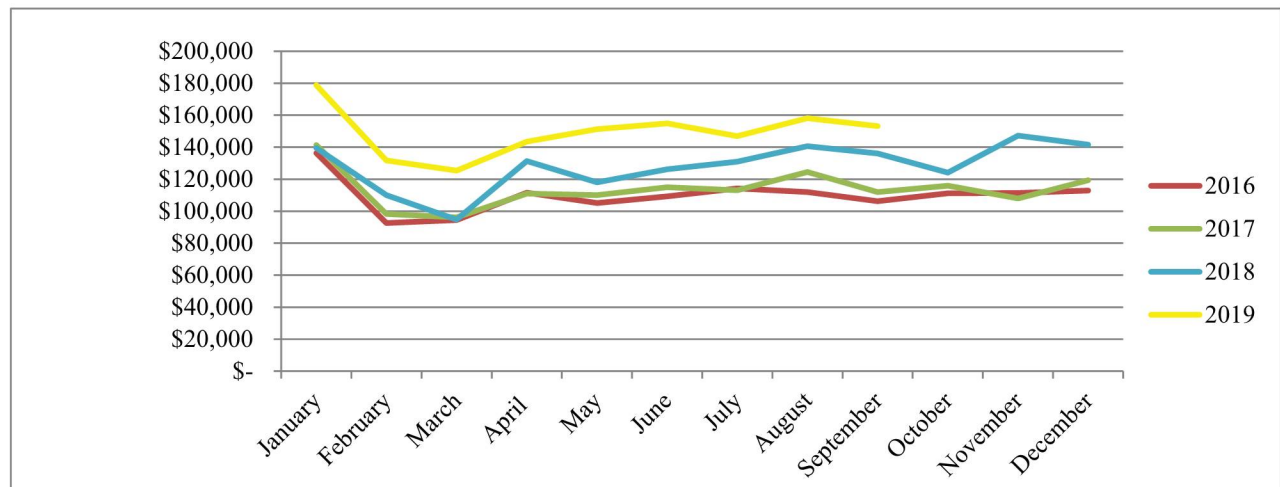
Subtotal South State Investment Services	\$ 3,694
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Total Cash	\$ 5,579,384
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Special Purpose Local Option Sales Tax Collections As of September 30, 2019

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	28.16%
February	92,605	98,189	109,987	131,700	19.74%
March	94,455	96,130	94,765	125,375	32.30%
April	111,527	111,048	131,392	143,535	9.24%
May	105,169	110,063	117,981	151,269	28.21%
June	109,300	114,965	126,193	154,922	22.77%
July	114,305	113,172	131,005	146,946	12.17%
August	112,004	124,429	140,651	158,066	12.38%
September	106,169	111,901	136,184	153,139	12.45%
October	111,138	115,857	124,067	-	0.00%
November	111,396	108,048	147,256	-	0.00%
December	112,996	119,270	141,583	-	0.00%
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,343,706	





**Downtown Development Authority
As of September 30, 2019**

Revenues	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,900	-	0.00%
Interest Revenue	-	100	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	290	58.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	19	7.50%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	1,500	100.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 1,809	36.17%



GENERAL FUND REVENUE DETAIL
As of September 30, 2019

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Real Property Tax	14,451	3,650,000	186,549	5.11%
Real Property Tax - Public Utility	-	65,000	-	0.00%
Personal Property Tax	-	175,000	-	0.00%
Motor Vehicle Tax	12,676	15,000	50,431	336.21%
Motor Vehicle Title Ad Valorem Tax	32,180	300,000	306,737	102.25%
Apportioned Vehicles (AAVT)	-	5,000	2,346	46.92%
Mobile Home Tax	-	750	134	17.93%
Intangible Tax	9,475	55,000	66,961	121.75%
Railroad Equipment Car Tax	-	600	704	117.26%
Real Estate Transfer Tax	1,919	12,500	14,225	113.80%
Franchise Tax - Electric	-	385,000	410,498	106.62%
Franchise Tax - Gas	17,861	50,000	53,583	107.17%
Franchise Tax - Cable	-	195,000	187,529	96.17%
Franchise Tax - Telephone	-	10,000	5,550	55.50%
Business & Occupational Tax	1,498	120,000	56,350	46.96%
Insurance Premium Tax	-	665,000	-	0.00%
Financial Institutions Tax	-	14,000	3,569	25.49%
Penalties & Interest	3,932	7,500	10,575	141.00%
FiFa Fees	405	2,500	1,365	54.60%
Total Taxes	94,396	5,727,850	1,357,107	23.69%
Alcoholic Beverage Licenses	500	25,000	4,000	16.00%
Alcohol Pouring Permit	165	5,000	2,150	43.00%
Zoning and Land Use Permits	530	15,000	10,754	71.69%
Planning and Development Fees	1,780	75,000	11,714	15.62%
Sign Permit Fees	-	3,000	3,302	110.06%
Special Event Permits	-	250	150	60.00%
Vacant Lot Registration	-	25	25	100.00%
Personal Transportation Veh Permit	-	50	30	60.00%
Other Licenses and Permits	-	1,250	990	79.20%
Building Permit Revenue	80,538	975,000	780,813	80.08%
Certificate of Occupancy Fees	20,050	150,000	151,200	100.80%
Building Permit - Reinspection Fees	2,025	8,000	21,025	262.81%
Building Permit-Sub Fee	8,040	-	41,962	100.00%
Occupational Tax Late Fees	15	750	840	112.01%
Plan Review Fees	50	125,000	22,067	17.65%
Total Licenses and Permits	113,693	1,383,325	1,051,022	75.98%
Municipal Court Fines	115,281	400,000	539,797	134.95%
Forfeitures	-	500	-	0.00%
Court Costs	-	7,500	6,324	100.00%
Drug Testing Fees	-	350	35	10.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	-	5,025	100.00%
Other Fines & Forfeitures-Code	-	750	500	66.67%
Other Forfeitures	-	-	6,262	100.00%
Total Fines and Forfeitures	115,281	409,150	557,943	136.37%
Grant Revenue	-	2,000	810	40.50%
Probation Fees	1,595	10,000	17,472	174.72%
Printing and Duplicating Service Fees	27	500	759	151.70%
Election and Qualifying Fees	-	-	-	0.00%
Advertising Fees	-	5,000	7,128	142.56%
Accident/Incident Reports	220	2,500	1,765	70.60%
Wrecker Service Contract	-	16,500	16,500	100.00%
Background Checks	100	1,000	870	87.00%
Bad Check Fees	-	100	25	25.00%
Miscellaneous Revenue	911	633,825	5,355	0.84%
Rents and Royalties	1,230	2,500	6,240	249.60%
Reimbursement for Damaged Property	-	5,000	37,690	753.79%
Total Miscellaneous Income	4,084	678,925	94,613	13.94%



GENERAL FUND REVENUE DETAIL
As of September 30, 2019

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Interest Revenue	3,481	20,000	47,038	235.19%
Total Investment Income	3,481	20,000	47,038	235.19%
Proceeds from Sale of Conf Assets	257	750	257	34.20%
Proceeds from Sale of Assets	-	10,000	4,562	45.62%
Donations from Private Sources	-	20,000	24,750	123.75%
Transfer from Other Funds	201,497	-	201,497	100.00%
Total Other Financing Sources	201,754	30,750	231,065	751.43%
TOTAL GENERAL FUND REVENUES	\$ 532,688	\$ 8,250,000	\$ 3,338,788	40.47%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	31,500	75.00%
Employee Benefits-Medical	5,743	48,995	58,263	118.92%
Employee Benefits-Dental	182	1,278	1,836	143.69%
Employee Benefits-ADD Life	74	882	735	83.33%
FICA	153	2,604	1,379	52.95%
Medicare	36	609	322	52.94%
Employee Benefits-Retirement	252	2,361	2,266	95.97%
Unemployment	8	144	79	55.13%
Workers Comp Insurance	-	1,075	1,076	100.12%
Total Salaries and Benefits	<u>9,947</u>	<u>99,948</u>	<u>97,456</u>	<u>97.51%</u>
Communications	42	250	397	158.97%
Travel	-	1,000	248	24.78%
Dues and Fees	-	500	525	105.04%
Education and Training	-	2,250	2,075	92.22%
Other Expenditures	149	-	233	100.00%
General Supplies and Materials	-	250	838	335.23%
Total Operations	<u>191</u>	<u>4,250</u>	<u>4,317</u>	<u>101.57%</u>
City Manager				
Salaries & Wages	9,922	113,985	91,057	79.88%
Employee Benefits-Medical	732	9,291	7,376	79.39%
Employee Benefits-Dental	77	377	450	119.37%
Employee Benefits-ADD Life	12	147	123	83.33%
Employee Benefits-Disability	78	920	782	85.03%
FICA	614	7,067	5,635	79.74%
Medicare	144	1,653	1,318	79.73%
Employee Benefits-Retirement	683	6,407	6,149	95.98%
Unemployment	-	38	27	70.00%
Workers' Comp. Insurance	-	492	512	104.10%
Total Salaries and Benefits	<u>12,263</u>	<u>140,377</u>	<u>113,429</u>	<u>80.80%</u>
Communications	47	500	461	92.18%
Travel	198	-	198	100.00%
Dues and Fees	88	1,500	2,030	135.36%
Education and Training	720	2,500	969	38.76%
Other Expenditures	-	500	392	78.42%
General Supplies and Materials	-	1,000	176	17.63%
Total Operations	<u>1,053</u>	<u>6,000</u>	<u>4,227</u>	<u>70.45%</u>
City Clerk				
Salaries & Wages	9,571	120,958	91,500	75.65%
Employee Benefits-Medical	2,089	32,473	22,704	69.92%
Employee Benefits-Dental	108	1,297	1,004	77.43%
Employee Benefits-ADD Life	25	294	233	79.17%
Employee Benefits-Disability	78	977	788	80.66%
FICA	579	7,499	5,486	73.15%
Medicare	135	1,754	1,283	73.15%
Employee Benefits-Retirement	725	6,799	6,526	95.98%
Unemployment	-	76	53	70.12%
Workers' Comp. Insurance	-	310	352	113.41%
Total Salaries and Benefits	<u>13,310</u>	<u>172,437</u>	<u>129,927</u>	<u>75.35%</u>



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Professional Services	-	20,000	-	0.00%
Communications	47	1,000	653	65.27%
Advertising	80	500	702	140.40%
Travel	-	2,500	2,137	85.50%
Dues and Fees	474	3,000	5,011	167.04%
Education and Training	-	2,500	870	34.80%
Other Expenditures	-	1,000	616	61.58%
General Supplies and Materials	166	5,000	2,213	44.26%
Total Operations	<u>766</u>	<u>35,500</u>	<u>12,202</u>	<u>34.37%</u>
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	0.00%
Total Operations	<u>-</u>	<u>1,500</u>	<u>-</u>	<u>0.00%</u>
Contingency				
Contingency	-	82,500	-	0.00%
Total Operations	<u>-</u>	<u>82,500</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	6,521	84,483	65,036	76.98%
Employee Benefits-Medical	3,668	46,364	37,033	79.87%
Employee Benefits-Dental	153	1,840	1,533	83.32%
Employee Benefits-ADD Life	25	294	245	83.33%
Employee Benefits-Disability	58	627	576	91.91%
FICA	361	5,238	3,599	68.71%
Medicare	84	1,225	842	68.71%
Employee Benefits-Retirement	506	4,749	4,558	95.97%
Unemployment	-	76	54	70.51%
Workers' Comp. Insurance	-	216	224	103.86%
Total Salaries and Benefits	<u>11,377</u>	<u>145,112</u>	<u>113,700</u>	<u>78.35%</u>
Professional Services	-	15,000	2,350	15.67%
Professional Services - Audit	-	35,000	18,500	52.86%
Advertising/Promotions	-	2,500	961	38.44%
Printing and Binding	-	1,000	637	63.70%
Dues and Fees-Bank Service Fees	543	3,500	4,697	134.19%
Education and Training	-	1,000	-	0.00%
Other Expenditures	-	-	36	100.00%
General Supplies and Materials	600	2,543	1,721	67.67%
General Supplies-Postage	385	5,000	3,201	64.02%
Gasoline/Diesel	-	100	50	100.00%
Small Equipment	-	500	1,249	249.87%
Total Operations	<u>1,528</u>	<u>66,143</u>	<u>33,402</u>	<u>50.50%</u>



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Legal				
Professional Services - Legal	7,450	45,000	20,668	45.93%
Total Operations	<u>7,450</u>	<u>45,000</u>	<u>20,668</u>	<u>45.93%</u>
Salaries & Wages	4,024	52,319	40,264	76.96%
Employee Benefits-Medical	1,251	23,182	12,412	53.54%
Employee Benefits-Dental	77	920	767	83.32%
Employee Benefits-ADD Life	12	147	123	83.33%
Employee Benefits-Disability	36	423	359	84.87%
FICA	229	3,244	2,290	70.59%
Medicare	54	759	536	70.56%
Employee Benefits-Retirement	314	2,941	2,823	95.97%
Unemployment	-	38	27	70.05%
Workers' Comp. Insurance	-	134	139	104.08%
Total Salaries and Benefits	<u>5,997</u>	<u>84,107</u>	<u>59,738</u>	<u>71.03%</u>
Communications	47	1,000	526	52.59%
Dues and Fees	855	1,750	1,694	96.79%
Other Expenditures	-	-	34	100.00%
General Supplies and Materials	(8)	5,000	1,913	38.27%
Small Equipment	-	12,000	5,699	47.49%
Software	275	25,000	93,761	375.04%
Total Operations	<u>1,169</u>	<u>44,750</u>	<u>103,627</u>	<u>231.57%</u>
Risk Management				
Professional Services	-	10,000	5,000	50.00%
Liability Insurance	-	95,000	103,168	108.60%
Total Operations	<u>-</u>	<u>105,000</u>	<u>108,168</u>	<u>103.02%</u>
General Government Building				
Salaries & Wages	2,797	37,384	28,098	75.16%
Employee Benefits-Medical	732	9,291	7,376	79.39%
Employee Benefits-Dental	31	377	314	83.40%
Employee Benefits-ADD Life	12	147	123	83.33%
Employee Benefits-Disability	25	294	250	84.90%
FICA	172	2,318	1,732	74.72%
Medicare	40	542	405	74.74%
Employee Benefits-Retirement	224	2,101	2,017	95.99%
Unemployment	-	38	27	70.00%
Workers' Comp. Insurance	-	3,831	3,988	104.10%
Total Salaries and Benefits	<u>4,035</u>	<u>56,323</u>	<u>44,329</u>	<u>78.71%</u>
Disposal - Garbage	30	2,500	262	10.49%
Pest Control	402	2,000	2,874	143.70%
Repairs and Maintenance	547	15,000	5,455	36.37%
Repairs and Maintenance - Vehicles	23	750	4,261	568.15%
Rental of Equipment	184	5,000	2,863	57.27%
Communications	902	10,000	8,130	81.30%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Dues and Fees	-	500	473	94.61%
Other Expenditures	-	500	103	20.64%
General Supplies and Materials	109	15,000	4,457	29.71%
Water and Sewer	65	12,500	607	4.86%
Natural Gas	1	5,000	318	6.36%
Electricity	1,069	10,000	9,136	91.36%
Gasoline and Diesel	232	1,500	1,235	82.31%
Small Equipment	-	1,000	1,092	109.20%
Software	39	500	3,310	662.07%
Capital Outlay - Sites	191,497	-	201,497	100.00%
Total Operations & Capital	<u>195,101</u>	<u>81,750</u>	<u>246,074</u>	<u>301.01%</u>
TOTAL GENERAL GOVERNMENT	\$ 264,186	\$ 1,170,697	\$ 1,091,264	93.21%
Municipal Court				
Salaries & Wages	7,776	99,132	72,374	73.01%
Salaries & Wages - Overtime	-	1,030	2,411	234.06%
Employee Benefits-Medical	2,589	32,473	16,717	51.48%
Employee Benefits-Dental	153	1,840	1,213	65.90%
Employee Benefits-ADD Life	25	294	221	75.00%
Employee Benefits-Disability	51	696	461	66.18%
FICA	404	6,210	3,920	63.12%
Medicare	94	1,452	917	63.14%
Employee Benefits-Retirement	577	5,466	5,192	94.99%
Unemployment	-	114	75	65.58%
Workers' Compensation	-	249	259	104.09%
Total Salaries and Benefits	<u>11,669</u>	<u>148,956</u>	<u>103,759</u>	<u>69.66%</u>
Professional Services - Public Defender	405	7,500	4,883	65.10%
Professional Services - Solicitor/Judge	5,500	65,000	50,250	77.31%
Repairs & Maintenance	-	2,500	880	35.21%
Rental of Equipment	154	1,750	1,252	71.52%
Communications	-	3,500	41	1.18%
Advertising	-	100	-	0.00%
Printing & Binding	-	-	976	100.00%
Travel	83	1,500	2,406	160.40%
Dues and Fees	176	750	475	63.30%
Education and Training	-	750	1,259	167.87%
Other Expenditures	165	250	1,602	640.67%
General Supplies and Materials	400	2,500	3,770	150.82%
General Supplies and Materials Postage	-	-	99	100.00%
Gasoline/Diesel	51	-	51	100.00%
Food Supplies	221	2,000	2,054	102.69%
Books and Periodicals-Code Books	-	250	-	0.00%
Small Equipment	-	2,500	6,977	279.10%
Software	1,991	10,000	15,176	151.76%
Other Supplies - Uniforms	-	250	245	98.15%
Total Operations	<u>9,146</u>	<u>101,100</u>	<u>92,396</u>	<u>91.39%</u>
TOTAL JUDICIAL	\$ 20,815	\$ 250,056	\$ 196,155	78.44%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
<i>Police Administration</i>				
Salaries & Wages	29,451	379,935	289,161	76.11%
Salaries & Wages-Overtime	270	4,120	501	12.16%
Employee Benefits-Medical	6,612	73,373	62,251	84.84%
Employee Benefits-Dental	401	4,434	3,852	86.87%
Employee Benefits-ADD Life	80	882	723	81.95%
Employee Benefits-Disability	309	2,942	2,658	90.34%
FICA	1,771	23,812	17,229	72.35%
Medicare	414	5,570	4,030	72.34%
Employee Benefits-Retirement	2,211	20,959	19,900	94.95%
Unemployment	-	228	160	69.99%
Workers' Compensation	-	15,196	16,044	105.58%
<i>Total Salaries and Benefits</i>	41,519	531,451	416,507	78.37%
Professional Services	125	1,000	4,186	418.60%
Repair & Maintenance-Vehicle	131	6,000	1,974	32.90%
Rental of Equipment	374	5,000	3,218	64.37%
Communications	398	3,000	2,756	91.87%
Advertising	-	500	801	160.29%
Printing and Binding	-	700	56	8.00%
Travel	116	2,500	4,715	188.58%
Dues and Fees	729	5,000	5,541	110.83%
Education and Training	75	2,000	2,105	105.25%
Other Expenditures	237	2,500	1,624	64.96%
General Supplies and Materials	138	3,000	4,556	151.85%
General Supplies - Postage	-	500	43	8.70%
Gasoline/Diesel	1,230	7,000	7,609	108.69%
Small Equipment	530	2,500	6,482	259.28%
Software	200	2,500	2,826	113.06%
Other Supplies - Uniforms	-	3,200	1,771	55.34%
<i>Total Operations and Capital</i>	4,282	46,900	50,264	107.17%
<i>Criminal Investigation Division</i>				
Salaries & Wages	19,758	221,771	174,473	78.67%
Salaries & Wages-Overtime	400	6,180	4,816	77.92%
Employee Benefits-Medical	5,174	51,056	43,395	84.99%
Employee Benefits-Dental	261	3,137	2,216	70.63%
Employee Benefits-ADD Life	49	588	478	81.25%
Employee Benefits-Disability	130	1,489	1,272	85.39%
FICA	1,208	14,132	10,779	76.27%
Medicare	283	3,306	2,521	76.25%
Employee Benefits-Retirement	1,291	12,440	11,616	93.38%
Unemployment	-	152	106	70.01%
Workers' Compensation	-	10,021	10,104	100.83%
<i>Total Salaries and Benefits</i>	28,553	324,272	261,774	80.73%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Repair & Maintenance-Vehicle	174	6,000	4,947	82.45%
Communications	167	2,000	1,621	81.07%
Printing and Binding	-	250	56	22.40%
Travel	35	2,000	657	32.85%
Dues and Fees	284	1,000	786	78.64%
Education and Training	100	2,000	577	28.85%
General Supplies and Materials	-	2,000	300	14.99%
General Supplies and Materials-Postage	-	50	15	100.00%
Gasoline and Diesel	704	7,000	5,603	80.04%
Small Equipment	-	1,000	1,017	101.67%
Software	-	2,000	-	0.00%
Other Supplies - Uniforms	-	1,000	560	56.00%
Total Operations and Capital	1,464	26,300	16,139	61.36%
Vice				
Salaries & Wages	3,605	51,634	38,592	74.74%
Salaries & Wages-Overtime	-	2,060	852	41.34%
Employee Benefits-Medical	1,310	16,848	13,463	79.91%
Employee Benefits-Dental	77	920	767	83.32%
Employee Benefits-ADD Life	12	147	123	83.33%
Employee Benefits-Disability	31	369	313	84.80%
FICA	205	3,329	2,262	67.94%
Medicare	48	779	529	67.90%
Employee Benefits-Retirement	301	2,930	2,705	92.30%
Unemployment	-	38	27	70.03%
Workers' Compensation	-	2,360	2,457	104.12%
Total Salaries and Benefits	5,588	81,414	62,088	76.26%
Dues and Fees	-	150	51	34.21%
Small Equipment	1,594	-	1,594	100.00%
Total Operations and Capital	1,594	150	1,646	1097.15%
Patrol				
Salaries & Wages	84,941	1,130,810	755,855	66.84%
Salaries & Wages-Overtime	7,433	43,260	47,641	110.13%
Employee Benefits-Medical	23,735	300,956	242,516	80.58%
Employee Benefits-Dental	1,081	13,395	11,049	82.49%
Employee Benefits-ADD Life	246	3,528	2,622	74.31%
Employee Benefits-Disability	539	8,351	6,230	74.60%
FICA	5,560	72,792	48,289	66.34%
Medicare	1,300	17,025	11,293	66.33%
Employee Benefits-Retirement	6,581	63,485	59,229	93.30%
Unemployment	30	950	619	65.21%
Workers' Compensation	-	51,614	55,691	107.90%
Total Salaries and Benefits	131,446	1,706,166	1,241,035	72.74%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Professional Services	-	750	172	22.97%
Repair & Maintenance	195	3,000	505	16.83%
Repair & Maintenance-Vehicle	4,174	38,000	41,485	109.17%
Communications	1,375	19,000	9,910	52.16%
Printing and Binding	-	500	120	24.00%
Travel	689	250	926	100.00%
Dues and Fees	151	3,000	1,402	46.74%
Education & Training	149	500	993	198.66%
Contract Labor	500	500	1,000	200.00%
Other Expenditures	290	7,000	3,096	44.23%
General Supplies and Materials	235	11,000	1,946	17.69%
Weapons Supplies & Ammunition	-	35,000	18,776	53.64%
Gasoline and Diesel	7,665	55,000	57,811	105.11%
Small Equipment	530	4,600	7,505	163.15%
Software	-	6,000	12,211	203.52%
Other Supplies - Uniforms	1,531	30,000	10,625	35.42%
Total Operations and Capital	17,484	214,100	168,484	78.69%
Police Training				
Salaries & Wages	3,903	53,938	40,018	74.19%
Salaries & Wages-Overtime	-	2,060	1,456	70.68%
Employee Benefits-Medical	-	8,352	-	0.00%
Employee Benefits-Dental	-	379	-	0.00%
Employee Benefits-ADD Life	-	147	61	41.67%
Employee Benefits-Disability	31	368	313	85.03%
FICA	242	3,472	2,571	74.06%
Medicare	57	812	601	74.06%
Employee Benefits-Retirement	314	3,056	2,825	92.45%
Unemployment	-	38	27	70.03%
Workers' Compensation	-	2,462	2,564	104.13%
Total Salaries and Benefits	4,547	75,084	50,437	67.17%
Repair & Maintenance	-	3,000	217	7.23%
Repair & Maintenance-Vehicle	-	2,000	182	9.09%
Communications	42	500	462	92.48%
Travel	-	2,000	1,886	94.30%
Dues and Fees	88	500	259	51.83%
Education and Training	600	25,000	4,970	19.88%
General Supplies and Materials	-	4,000	532	13.29%
Weapons Supplies & Ammunition	-	50,000	20,949	41.90%
Gasoline and Diesel	214	1,750	1,407	80.43%
Small Equipment	-	1,000	1,160	115.99%
Other Supplies - Uniforms	-	300	137	45.78%
Intergovernmental	-	5,000	5,000	100.00%
Total Operations and Capital	944	95,050	37,162	39.10%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
<i>Police Stations and Buildings</i>				
Disposal-Garbage/Recycle	91	1,500	787	52.44%
Pest Control	267	1,000	627	62.70%
Repairs and Maintenance	1,797	7,500	16,784	223.78%
Communications	860	8,500	7,733	90.97%
General Supplies and Materials	332	2,500	2,971	118.84%
Water/Sewer	427	5,000	3,839	76.77%
Electricity	1,069	15,000	9,136	60.91%
Small Equipment	-	2,500	125	5.00%
Software	91	500	3,025	605.07%
<i>Total Operations</i>	<u>4,934</u>	<u>44,000</u>	<u>45,026</u>	<u>102.33%</u>
<i>Probation</i>				
Salaries & Wages	3,969	47,005	37,297	79.35%
Employee Benefits-Medical	1,273	8,352	13,214	158.22%
Employee Benefits-Dental	77	920	767	83.32%
Employee Benefits-ADD Life	25	147	184	125.00%
Employee Benefits-Disability	31	369	313	84.88%
FICA	214	2,914	2,005	68.82%
Medicare	50	682	469	68.77%
Employee Benefits-Retirement	274	2,565	2,462	95.99%
Unemployment	-	38	27	70.03%
Workers' Compensation	-	2,066	2,151	104.10%
<i>Total Salaries and Benefits</i>	<u>5,912</u>	<u>65,058</u>	<u>58,888</u>	<u>90.52%</u>
Communications	42	500	398	79.53%
Travel	-	500	1,130	225.93%
Dues and Fees	88	300	294	98.01%
General Supplies and Materials	9	500	121	24.16%
Small Equipment	-	250	1,075	429.88%
Software	250	-	1,000	100.00%
Other Supplies - Uniforms	-	300	-	0.00%
<i>Total Operations and Capital</i>	<u>389</u>	<u>2,350</u>	<u>4,017</u>	<u>170.93%</u>
<i>Fire Services</i>				
Intergovernmental-Fire Services	-	1,690,592	1,690,592	100.00%
Total Fire Services	<u>-</u>	<u>1,690,592</u>	<u>1,690,592</u>	<u>100.00%</u>
TOTAL PUBLIC SAFETY	<u>\$ 248,656</u>	<u>\$ 4,902,887</u>	<u>\$ 4,104,059</u>	<u>83.71%</u>
<i>Highways and Streets</i>				
Professional Services-Engineering	-	7,500	4,500	60.00%
Disposal-Garbage/Recycling	95	1,250	840	67.18%
Lawn Care	-	1,000	430	42.99%
Pest Control	234	250	234	93.60%
Repairs & Maintenance	663	28,500	29,378	103.08%
Repairs & Maintenance-Vehicles	219	5,000	4,164	83.28%
Rental of Equipment	101	2,500	2,076	83.02%
Communications	-	250	-	0.00%
Contract Labor	34,165	409,976	306,812	74.84%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	1,750	2,465	140.85%
Electricity	271	5,000	2,292	45.84%
Gasoline/Diesel	432	10,000	3,851	38.51%
Small Equipment	-	4,750	200	4.21%
<i>Total Operations</i>	<u>36,179</u>	<u>477,976</u>	<u>357,241</u>	<u>74.74%</u>



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
<i>Street Lights</i>				
Electricity-Street Lights	8,920	90,000	76,615	85.13%
Total Street Lights	<u>8,920</u>	<u>90,000</u>	<u>76,615</u>	<u>85.13%</u>
<i>Traffic Lights</i>				
Electricity-Traffic Lights	114	2,500	1,025	41.02%
Total Traffic Lights	<u>114</u>	<u>2,500</u>	<u>1,025</u>	<u>41.02%</u>
Tree Commission				
Repairs & Maintenance	-	21,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	175	35.00%
Education and Training	40	1,000	70	7.00%
General Supplies & Materials	33	750	421	56.18%
Books and Periodicals	14	500	14	2.78%
Total Operations	<u>87</u>	<u>25,000</u>	<u>680</u>	<u>2.72%</u>
TOTAL PUBLIC WORKS	<u>\$ 45,300</u>	<u>\$ 595,476</u>	<u>\$ 435,561</u>	<u>73.15%</u>
<i>Culture and Recreation</i>				
Intergovernmental-Sequoyah Regional	-	4,000	4,000	100.00%
TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>100.00%</u>
<i>Building Inspections</i>				
Salaries & Wages	10,691	217,155	144,701	66.63%
Overtime	-	1,500	144	9.61%
Employee Benefits-Medical	3,917	66,964	53,401	79.75%
Employee Benefits-Dental	230	3,514	2,952	84.01%
Employee Benefits-ADD Life	33	735	462	62.80%
Employee Benefits-Disability	106	1,763	1,318	74.78%
FICA	636	13,557	8,495	62.66%
Medicare	148	3,170	1,985	62.63%
Employee Benefits-Retirement	1,508	12,291	13,528	110.07%
Unemployment	4	190	153	80.62%
Workers' Compensation	(223)	3,883	2,341	60.30%
Total Salaries and Benefits	<u>17,051</u>	<u>324,722</u>	<u>229,481</u>	<u>70.67%</u>



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Professional Services-Engineering	4,957	50,000	34,639	69.28%
Professional Services-Legal	375	2,500	5,895	235.79%
Technical Services - Planning	-	50,000	16,576	33.15%
Repairs & Maintenance	-	3,500	355	10.13%
Repairs & Maintenance - Vehicles	-	5,000	2,070	41.40%
Communications	295	5,000	3,304	66.08%
Advertising -Promotions	94	5,000	1,008	20.16%
Printing & Binding	50	1,000	-	0.00%
Travel	-	2,500	865	34.61%
Dues and Fees	352	7,500	5,136	68.48%
Education and Training	-	2,500	533	21.34%
Contract Labor	-	25,000	1,170	4.68%
Other Expenditures	-	500	609	121.89%
General Supplies and Materials	38	2,500	751	30.05%
General Supplies - Postage	-	250	-	0.00%
Gasoline/Diesel	374	5,000	2,805	56.11%
Books and Periodicals-Code Books	-	750	7	0.87%
Small Equipment	-	1,500	1,526	101.74%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	6,535	170,250	77,250	45.37%
Planning and Zoning				
Salaries & Wages	11,958	106,482	95,533	89.72%
Employee Benefits-Medical	1,468	18,582	14,783	79.56%
Employee Benefits-Dental	31	755	314	41.64%
Employee Benefits-ADD Life	25	294	254	86.39%
Employee Benefits-Disability	73	865	731	84.49%
FICA	708	6,602	5,733	86.84%
Medicare	166	1,544	1,341	86.85%
Employee Benefits-Retirement	638	5,985	5,745	95.98%
Unemployment	-	76	54	71.64%
Workers' Compensation	-	6,193	5,667	91.50%
Total Salaries and Benefits	15,068	147,378	130,155	88.31%
Professional Services	-	25,000	-	0.00%
Professional Services-Legal	-	1,000	-	0.00%
Technical Services - Planning	-	15,000	-	0.00%
Repairs & Maintenance	-	500	-	0.00%
Other Services - Map Updates	-	1,000	-	0.00%
Communications	47	1,500	1,281	85.43%
Advertising	1,558	12,000	13,890	115.75%
Printing & Binding	(50)	250	(50)	-20.00%
Travel	-	2,500	64	2.55%
Dues and Fees	176	2,500	1,501	60.06%
Education and Training	-	1,000	950	95.00%
Planning & Zoning Meeting Fees	245	2,500	2,009	80.36%
Other Expenditures	-	500	114	100.00%
General Supplies and Materials	-	1,500	213	14.18%
Gasoline & Diesel	-	500	34	6.80%
Small Equipment	-	-	1,039	100.00%
Total Operations	1,976	67,250	21,045	31.29%



**General Fund Expenditures
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
<i>Main Street Program</i>				
Salaries and Wages	5,320	49,177	44,028	89.53%
Overtime	-	1,000	262	26.19%
Employee Benefits - Medical	1,258	15,629	12,666	81.04%
Employee Benefits - Dental	31	376	314	83.62%
Employee Benefits - Add Life	12	147	123	83.33%
Employee Benefits - Disability	34	397	337	84.99%
FICA	319	3,111	2,634	84.67%
Medicare	75	728	616	84.63%
Employee Benefits - Retirement	295	2,819	2,653	94.11%
Unemployment	-	38	27	69.97%
Workers Comp Insurance	-	217	226	104.10%
<i>Total Salaries and Benefits</i>	<u>7,344</u>	<u>73,639</u>	<u>63,886</u>	<u>86.76%</u>
Communications	42	750	397	52.99%
Advertising	125	500	125	25.00%
Travel	-	1,000	12	1.20%
Dues and Fees	88	1,500	1,545	103.03%
Education and Training	-	1,000	225	22.50%
Contract Labor	490	7,500	4,402	58.69%
Supplies - Special Events	4,450	12,500	11,404	91.23%
Software	-	1,395	-	0.00%
Payments to Other Agencies	-	7,500	1,500	20.00%
<i>Total Operations</i>	<u>5,195</u>	<u>33,645</u>	<u>19,611</u>	<u>58.29%</u>
<i>Intergovernmental</i>				
Intergovernmental - COED	<u>3,000</u>	<u>10,000</u>	<u>13,000</u>	<u>130.00%</u>
Total Intergovernmental	<u>3,000</u>	<u>10,000</u>	<u>13,000</u>	<u>130.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 56,170</u>	<u>\$ 826,884</u>	<u>\$ 554,428</u>	<u>67.05%</u>
<i>Other Financing Uses</i>				
Transfer to Other Funds	<u>-</u>	<u>500,000</u>	<u>492,775</u>	<u>98.56%</u>
TOTAL OTHER FINANCING USES	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 492,775</u>	<u>98.56%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 635,127</u>	<u>\$ 8,250,000</u>	<u>\$ 6,878,242</u>	<u>83.37%</u>



Operating Grant Fund
As of September 30, 2019

	September 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Atlanta Regional Commission Grant	-	228,475	129,632	56.74%
Interest Revenue	1	25	38	153.48%
TOTAL REVENUES	\$ 1	\$ 228,500	\$ 129,670	56.75%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	-	228,500	136,463	59.72%
TOTAL EXPENDITURES	\$ -	\$ 228,500	\$ 136,463	59.72%



Parks & Recreation Fund
As of September 30, 2019

	September 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Amended Budget	Transactions	Budget
Alcoholic Bev Excise Tax Beer & Wine	24,240	235,000	180,111	76.64%
Alcoholic Bev Excise Tax Liquor	6,828	75,000	65,189	86.92%
Local Option Mixed Drink Tax	3,791	40,000	33,142	82.86%
Penalties and Interest	-	250	-	0.00%
Bad Check Fees	-	50	25	50.00%
Interest Revenue	4	500	283	56.53%
Rents and Royalties	1,579	15,000	12,164	81.09%
Prior Year Fund Balance	-	317,700	-	0.00%
TOTAL REVENUES	\$ 36,441	\$ 683,500	\$ 290,914	42.56%
EXPENDITURES:				
Disposal - Garbage Depot	51	1,000	460	45.97%
Pest Control - Depot	201	750	441	58.80%
Repairs & Maintenance - Depot	211	25,000	1,577	6.31%
Communications	138	1,500	1,432	95.44%
General Supplies - Depot	-	2,000	32	1.60%
Water/Sewer - Depot	293	750	670	89.29%
Natural Gas - Depot	104	1,500	1,225	81.66%
Electricity - Depot	567	5,000	3,354	67.08%
Small Equipment - Depot	-	1,500	-	0.00%
Disposal - Garbage Parks	51	750	460	61.29%
Lawn Care	226	10,000	4,498	44.98%
Pest Control - Parks	201	400	1,244	310.92%
Repairs & Maintenance - Parks	908	25,000	14,002	56.01%
Rental - Equipment & Land	-	614	-	0.00%
Dues and Fees	-	500	357	71.40%
Contract Labor	3,300	40,000	30,525	76.31%
General Supplies and Materials - Parks	-	1,500	744	49.60%
Water/Sewer - Parks	457	5,000	4,360	87.21%
Electricity - Parks	84	1,500	741	49.43%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	200,000	204,183	100.00%
Transfers to Other Funds	-	358,736	179,368	50.00%
TOTAL EXPENDITURES	\$ 6,792	\$ 683,500	\$ 449,672	65.79%



Hotel/Motel Tax Fund
As of September 30, 2019

	September 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Hotel/Motel Taxes	450	5,995	3,486	58.15%
Interest Revenue	0	5	11	210.20%
TOTAL REVENUES	\$ 450	\$ 6,000	\$ 3,497	58.28%
EXPENDITURES:				
Advertising/Promotions	-	6,000	7,580	126.33%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ 7,580	126.33%



SPLOST III Fund
As of September 30, 2019

	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Special Assessments - Crestmont	-	11,928	11,928	100.00%
Prior Year Fund Balance	-	187,722	-	0.00%
Interest Revenue	23	350	351	100.32%
TOTAL REVENUES	\$ 23	\$ 200,000	\$ 12,279	6.14%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	200,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 200,000	\$ -	0.00%



SPLOST IV Fund
As of September 30, 2019

	September 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
SPLOST IV Revenue	-	8,400	8,394	99.93%
Special Assessments	-	24,900	3,970	15.94%
Interest Revenue	7	100	107	107.40%
Prior Year Fund Balance		91,600	-	0.00%
TOTAL REVENUES	\$ 7	\$ 125,000	\$ 12,471	9.98%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	125,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 125,000	\$ -	0.00%



SPLOST V Fund
As of September 30, 2019

REVENUES:	September 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	153,139	1,300,000	1,343,756	103.36%
Grant Revenue-LMIG	-	135,000	-	0.00%
Grant Revenue-LCI Phase II	48,096	600,000	497,503	82.92%
Special Assessments	-	1,369,750	-	0.00%
Bond Proceeds	-	4,000,000	-	0.00%
Interest Revenue	25	250	381	152.59%
TOTAL REVENUES	\$ 206,260	\$ 7,405,000	\$ 1,841,591	24.87%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	-	400,000	280,241	70.06%
Capital Outlay-Police Cars	-	199,650	136,409	68.32%
Capital Outlay-Infrastructure	-	1,805,350	801,166	44.38%
Capital Outlay-HOTL Pedestrian	3,950	250,000	11,269	4.51%
Capital Outlay-HS Pkwy	13,820	750,000	1,116,915	148.92%
Capital Outlay-TCP Road Net	271,476	3,000,000	690,373	23.01%
Capital Outlay-LCI Phase II	60,120	750,000	800,190	106.69%
Capital Outlay-Cagle Farm Park	-	250,000	-	0.00%
TOTAL EXPENDITURES	\$ 349,366	\$ 7,405,000	\$ 3,836,563	51.81%



Town Center Fund
As of September 30, 2019

	September 2019	2019 Annual	YTD	% of Annual
Revenues	Transactions	Amended Budget	Transactions	Budget
Interest Revenue	14	100	102	101.70%
Donations from Private Source	-	-	5,000	100.00%
Prior Year Fund Balance	-	124,900	-	0.00%
Transfer from General Fund	432,347	500,000	1,046,680	209.34%
TOTAL REVENUES	\$ 432,361	\$ 625,000	\$ 1,051,781	168.29%
Expenditures				
Professional Services	2,460	300,000	92,069	30.69%
Capital Outlay - Sites	5,294	-	5,294	100.00%
Capital Outlay - Site Improvements	25,000	325,000	379,336	116.72%
Capital Outlay - TCP Road Network	-	-	123,866	100.00%
Transfer to Other Funds	201,497	-	201,497	100.00%
TOTAL EXPENDITURES	\$ 234,251	\$ 625,000	\$ 802,062	128.33%



Debt Service Fund
As of September 30, 2019

Revenues	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Transfers from Parks & Rec Fund	-	358,736	179,368	50.00%
TOTAL REVENUES	\$ -	\$ 358,736	\$ 179,368	50.00%
Expenditures				
Debt Service - Bond Principal HSPRA	-	304,359	151,586	49.81%
Debt Service - Bond Interest HSPRA	-	54,377	27,782	51.09%
TOTAL EXPENDITURES	\$ -	\$ 358,736	\$ 179,368	50.00%



**Stormwater Utility Fund
As of September 30, 2019**

REVENUES:	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	1,188	334,500	25,861	7.73%
Interest Revenue	49	500	763	152.53%
TOTAL REVENUES	\$ 1,236	\$ 335,000	\$ 26,624	7.95%
EXPENSES:				
Salaries & Wages	3,834	70,477	35,361	50.17%
Overtime	-	2,000	-	0.00%
Employee Benefits - Medical Insurance	774	13,952	8,911	63.87%
Employee Benefits - Dental Insurance	31	377	279	74.01%
Employee Benefits - Disability	22	380	248	65.26%
Employee Benefits - ADD Life	12	147	108	73.47%
FICA	238	4,494	2,192	48.78%
Medicare	56	1,051	514	48.91%
Employee Benefits - Retirement	216	4,074	1,989	48.82%
Unemployment	3	76	27	35.53%
Workers Comp Insurance	223	4,215	2,057	48.80%
Legal & Professional	-	4,000	345	8.63%
Regional Stormwater	-	2,500	-	0.00%
Pollution Prevention	-	1,500	51	3.39%
Watershed Planning	-	500	-	0.00%
Maintenance & Cleaning	4,055	100,000	77,912	77.91%
Structural Upgrades	-	95,000	78,192	82.31%
Rental of Equipment	-	7,500	-	0.00%
Communications	-	2,750	756	27.49%
Advertising	-	250	-	0.00%
Dues and Fees	-	300	6,500	2166.67%
Training	20	2,000	222	11.10%
Contract Labor	-	500	-	0.00%
General Supplies & Materials	-	1,500	-	0.00%
Postage	-	107	-	0.00%
Water/Sewer	-	5,000	336	6.73%
Gasoline & Diesel	95	4,500	580	12.90%
Small Equipment	-	1,500	-	0.00%
Office Supplies	-	1,000	224	22.39%
Contingency	-	3,350	-	0.00%
			-	
TOTAL EXPENSES	\$ 9,579	\$ 335,000	\$ 216,804	64.72%



**Main Street Board
Budget To Actual Comparison Report
As of September 30, 2019**

Revenues	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	45,909	45,909	100.00%
Alcohol Beverage Licenses	-	25,000	3,500	14.00%
Alcohol Pouring Permits	115	5,000	2,060	41.20%
Donations From Private Sources	-	20,000	24,750	123.75%
Miscellaneous/Registrations/Booth Fees	405	8,825	4,804	54.44%
Rents and Royalties	-	2,500	2,500	100.00%
Interest Revenue	4	50	65	130.74%
TOTAL REVENUES	\$ 524	\$ 107,284	\$ 83,588	77.91%

Expenditures				
Salaries & Wages	5,320	49,177	44,028	89.53%
Overtime	-	1,000	262	26.19%
Employee Benefits - Medical	1,258	15,629	12,666	81.04%
Employee Benefits- Dental	31	376	314	83.62%
Employee Benefits-Add Life	12	147	123	83.33%
Employee Benefits-Disability	34	397	337	84.99%
FICA	319	3,111	2,634	84.67%
Medicare	75	728	616	84.63%
Employee Benefits-Retirement	295	2,819	2,653	94.11%
Unemployment	-	38	27	69.97%
Workers Comp Insurance	-	217	226	104.10%
Communications	42	750	397	52.99%
Advertising	125	500	125	25.00%
Travel	-	1,000	12	1.20%
Dues and Fees	88	1,500	1,545	103.03%
Education and Training	-	1,000	225	22.50%
Contract Labor	490	7,500	4,402	58.69%
Supplies-Special Events	4,450	12,500	11,404	91.23%
Software	-	1,395	-	0.00%
Payments to Other Agencies	-	7,500	1,500	20.00%
TOTAL EXPENDITURES	\$ 12,539	\$ 107,284	\$ 83,497	77.83%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of September 30, 2019**

	September 2019 Transactions	2019 Annual Budget	YTD Transactions	% Variance
Revenues				
Development Fees/Recompense	-	24,950.00	-	0.00%
Interest Revenue	0.37	50.00	3.72	7.44%
TOTAL REVENUES	\$ 0.37	\$ 25,000.00	\$ 3.72	0.01%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000.00	-	0.00%
Tree Maintenance	-	8,000.00	-	0.00%
Tree Removal	-	5,500.00	-	0.00%
Travel	-	750.00	-	0.00%
Dues and Fees	-	500.00	175.00	35.00%
Education and Training	40.00	1,000.00	70.00	7.00%
Tree Seedlings	-	500.00	330.00	66.00%
Banners & Shirts	33.00	250.00	91.36	36.54%
Books and Periodicals	13.90	500.00	13.90	2.78%
TOTAL EXPENDITURES	\$ 86.90	\$ 25,000.00	\$ 680.26	2.72%

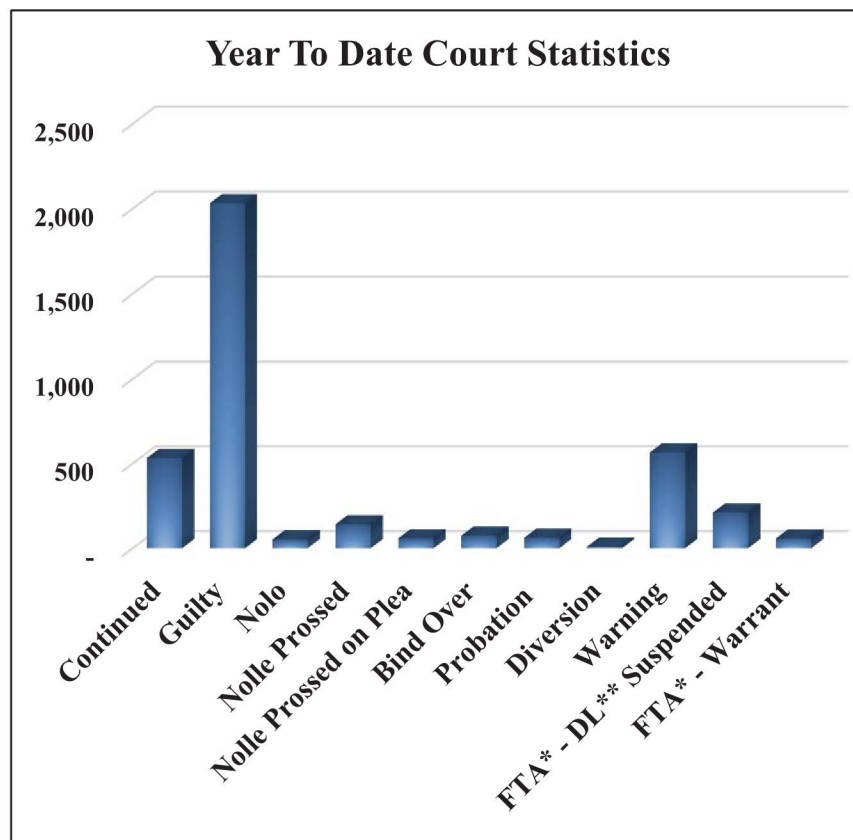


City of Holly Springs Court Statistics 2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	0	131	148	184	70	106	36	118	49	-	-	-	842
Guilty	0	104	131	347	84	36	474	449	305	-	-	-	1,930
Nolo	0	12	0	9	8	11	12	9	7	-	-	-	68
Nolle Prossed	0	6	1	25	18	36	20	32	32	-	-	-	170
Nolle Prossed on Plea	0	24	0	25	-	-	-	-	-	-	-	-	49
Bind Over	0	5	3	8	6	14	24	16	10	-	-	-	86
Probation	0	9	6	10	10	11	7	10	14	-	-	-	77
Diversion	0	2	0	2	3	1	-	-	-	-	-	-	8
Warning	0	4	0	32	27	108	157	102	125	-	-	-	555
FTA* - DL** Suspended	0	23	32	14	52	147	9	32	36	-	-	-	345
FTA* - Warrant	0	10	8	14	15	20	-	11	17	-	-	-	95
	-	330	329	670	293	490	739	779	595	-	-	-	4,225

* Failure to Appear

** Driver's License



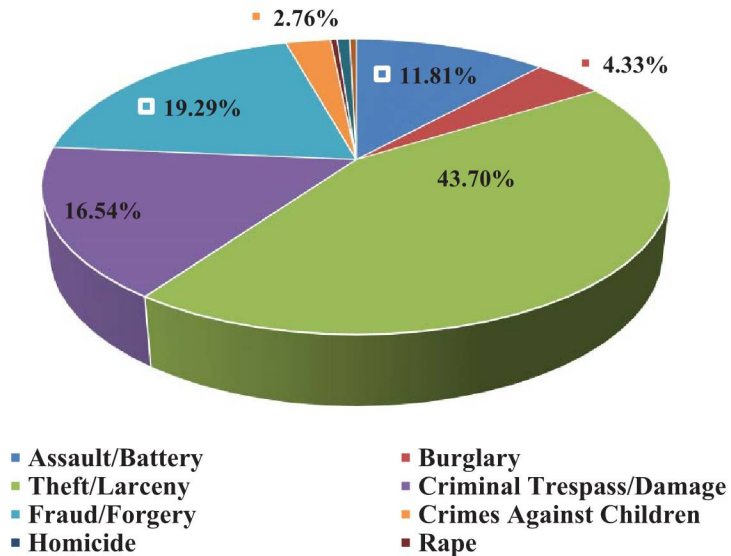


City of Holly Springs Police Statistics 2019 Year to Date

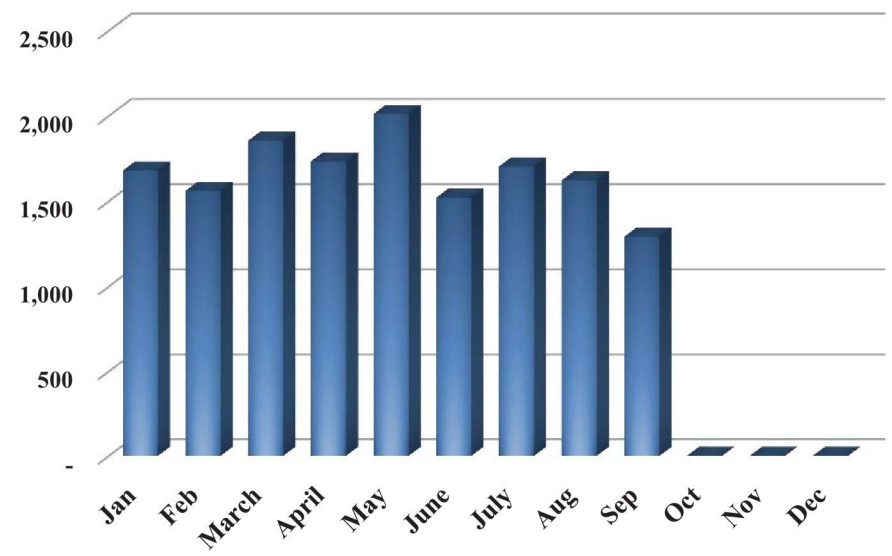
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	4	3	3	2	5	3	2	6	2	-	-	-	30
Burglary	3	2	2	-	-	-	2	1	1	-	-	-	11
Theft/Larceny	24	5	17	15	9	7	14	12	8	-	-	-	111
Criminal Trespass/Damage	3	2	3	5	5	10	4	6	4	-	-	-	42
Fraud/Forgery	4	5	5	5	9	6	1	7	7	-	-	-	49
Crimes Against Children	1	1	-	2	-	-	-	2	1	-	-	-	7
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	1	-	-	-	-	-	-	-	1
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	-	-	-	1	1	-	-	-	-	-	-	-	2
Sex Crimes	-	-	-	-	-	-	1	-	-	-	-	-	1
	39	18	30	30	30	26	24	34	23	-	-	-	254

Calls for Service	1,679	1,560	1,854	1,732	2,011	1,520	1,703	1,621	1,291	-	-	-	14,971
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Year To Date Police Statistics



Year To Date Calls for Service





City of Holly Springs Monthly Operation Report Executive Summary

Description	Sep-19	
Pot Hole Repair	1	roads
Tree Service Work	2	row
ROW Mowing	13	row
Dead Animal Pick Up	0	roads
Street Sweeping	0	street sweeping
Road Salting	0	roads
Sign Maintenance	3	signs
Traffic Signals	0	signs
Equipment Maintenance	3	equipment maintenance
Misc. Work Orders	12	misc
PARKS		
J.B. Owens	16	parks
Barrett Park	15	parks
J.C. Mullins	13	parks
Monthly Totals	78	

Notes:

- 1) Grass cutting season is coming to an end
- 2) Fall leaf season is about to be in full effect.
- 3) This past month consisted with a lot of Autumnfest prep
- 4) Aquired 3 new employees, much time was spent training.
- 5) Will be able to get to more concrete repair jobs.
- 6)

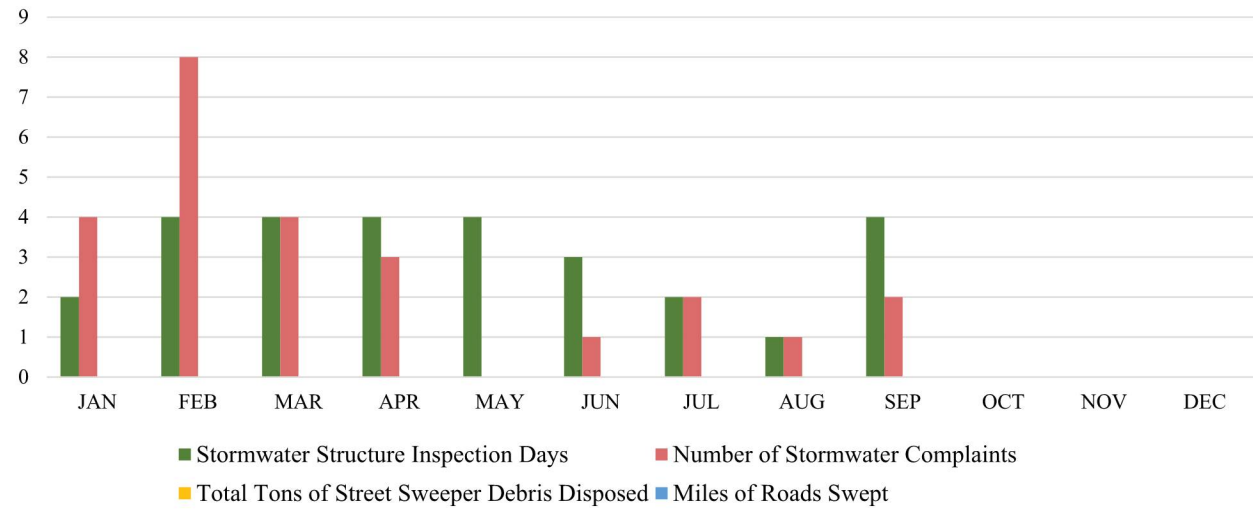


**City of Holly Springs
Stormwater Statistics
2019 Year to Date**

Stormwater Structure Inspection Days
 Number of Stormwater Complaints
 Total Tons of Street Sweeper Debris Disposed
 Miles of Roads Swept

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
	2	4	4	4	4	3	2	1	4			28
	4	8	4	3	0	1	2	1	2			25
	0	0	0	0	0	0	0	0	0			0
	0	0	0	0	0	0	0	0	0			0

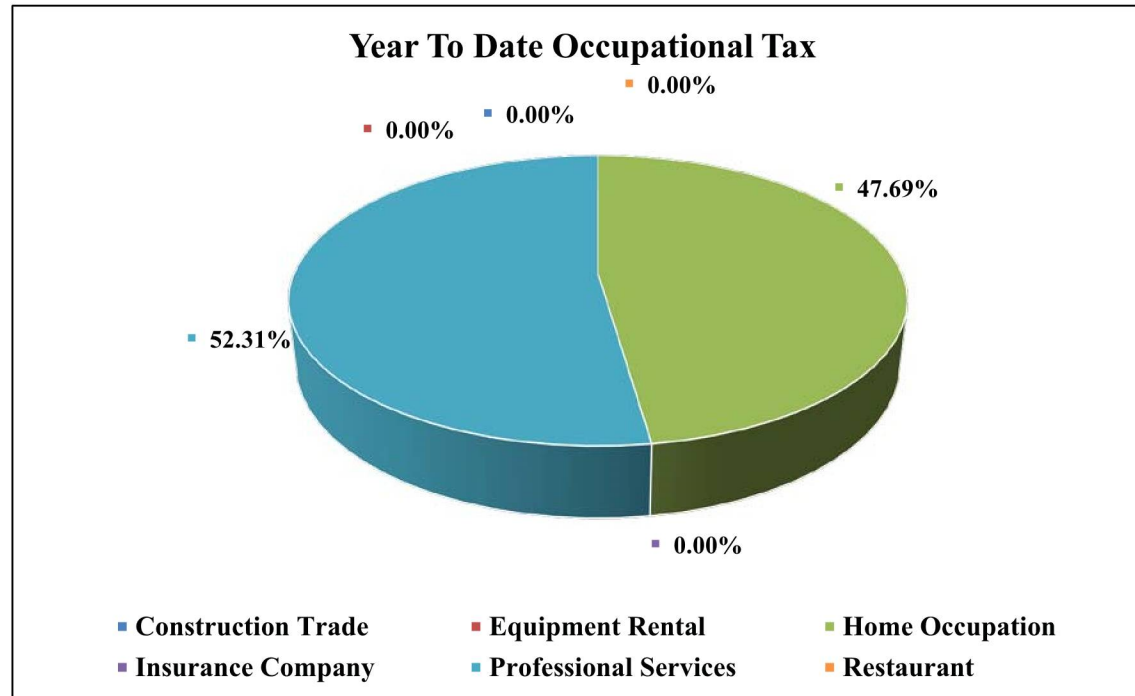
Year to Date Stormwater Statistics





City of Holly Springs Occupational Tax Summary 2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Home Occupation	1	3	1	5	5	2	4	5	5	-	-	-	31
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Services	10	6	1	4	4	1	-	6	2	-	-	-	34
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-
	11	9	2	9	9	3	4	11	7	-	-	-	65

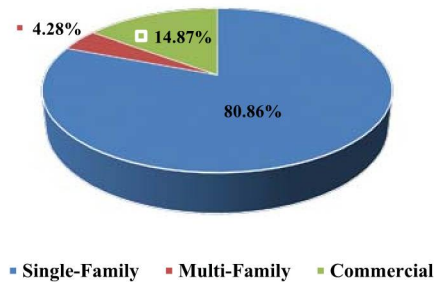




**City of Holly Springs
Building Permits and Certificates of Occupancy
2019 Year to Date**

	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family												
Houses	33	34	35	29	30	26	30	47	30			294
Accessory	1		1		1							3
Additions			1		1							2
Basement I	1		1	2		3	1	2	2			12
Mechanica	1	3	3	1	4	9	6	4	5			36
Plumbing	3	2	4	1	3	4	1	2				20
Electrical		1	1	1	1	2	2	1	5			14
Miscellaneous	2	6	13	6	3	4	2	10	8			54
Certificates	4	2	9	1		8	9	1	5			39
Certificates	32	27	26	33	37	25	34	38	37			289
Multi-Family												
Townhomes		11	3					4	5			23
Apartments												0
Misc-Multi Family												0
Certificates	1	2		6	2	4	1	1	2			19
Commercial												
New Struct	1		2		1							4
Addition-C												0
Tenant Bui	1		2		2		4					9
Accessory Structures			1									1
Mechanical												0
Plumbing				2								2
Electrical	3		3	3	1	2		3				15
Misc-C	5	3	6	7	5	6	11	5	1			49
Certificates of Completion			1	3		1	3	2	1			11
Certificates	1	1	12	9	6	4	7	4	2			46

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued

