



City of Holly Springs

Date: Monday, August 17, 2020

Location: 3235 Holly Springs Parkway

City Council Special Called Meeting Agenda 6:00 p.m.

I. CALL TO ORDER

II. EXECUTIVE SESSION

- Litigation
- Personnel
- Real Estate

III. NEW BUSINESS

- A. Discuss First Amendment to the Fire and Emergency Services Agreement between Cherokee County, Georgia and the City of Holly Springs
Presented By: Robert H. Logan, City Manager

- B. Approve/deny the First Amendment to the Fire and Emergency Services Agreement between Cherokee County, Georgia and the City of Holly Springs

IV. ADJOURNMENT

City Council Work Session Agenda *Immediately following the Special Called Meeting*

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. OLD BUSINESS

- A. Discuss an ordinance to set the 2020 Millage rate pursuant to Section 6.02 of the City Charter
Presented By: Robert H. Logan, City Manager

IV. NEW BUSINESS

- B. Discuss a resolution to authorize the execution of the Coronavirus Relief Fund (CRF) Terms and Conditions Agreement; to authorize the acceptance of grant payments, including all understandings and assurances contained within such agreement; to direct and authorize the Mayor or his designee to act in connection with the grant application; and to provide such additional information as may be required

Presented By: Robert H. Logan, City Manager

- C. Discuss the Small Business Relief Grant funded by the Coronavirus Relief Fund (CRF) Grant established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 and administered by the City of Holly Springs

Presented By: Robert H. Logan, City Manager

- D. Discuss a Storm Easement Agreement among Dana L. Weaver, the City of Holly Springs, and the Holly Springs Downtown Development Authority

Presented By: Robert H. Logan, City Manager

- E. Discuss the Fourth Amendment of the Workforce Innovation and Opportunity Contract between the Atlanta Regional Commission and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

- F. Discuss a proposal for Pre-Demolition Asbestos Containing Building Materials Surveys at the Public Works Facility located at 100 Hickory Circle from Environmental Associates, Inc.

Presented By: Robert H. Logan, City Manager

- G. Discuss a proposal for Pre-Demolition Asbestos Containing Building Materials Surveys for the Industrial Building at Railroad Track located at 164 Hickory Road from Environmental Associates, Inc.

Presented By: Robert H. Logan, City Manager

- H. Discuss a Change Order (Revised B #1) from Weaver Grading for the stormwater infrastructure project for the Master Detention Pond B-1

Presented By: Robert H. Logan, City Manager

- I. Discuss the release of Riverside Phase III Performance and Maintenance Bonds & Acceptance of Roads and release of Riverside Phase IV Performance Bond

Presented By: Nancy Moon, Community Development Director

- J. Discuss the Memorandum of Understanding for the Cherokee County Housing Outreach Stakeholder Engagement Project among Cherokee County and the Cities of Canton, Holly Springs, and Woodstock

Presented By: Nancy Moon, Community Development Director

V. ADJOURNMENT

City Council Business Meeting

Agenda
7:00 p.m.

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. CONSENT AGENDA

1. July 6, 2020 Work Session Minutes
2. July 27, 2020 Work Session and Business Meeting Minutes
3. A proposal from Elarbee Thompson to update the City of Holly Springs Personnel Manual in an amount not to exceed \$9,500

V. OLD BUSINESS

4. Approve/deny an ordinance to set the 2020 millage rate at 4.400 mills pursuant to Section 6.02 of the City Charter
5. Approve/deny MA-05-2020, rezoning of 18.1+/- acres, identified as tax parcels 102 and 103 of tax plat 15N26, Land Lots 254 and 255 of the 15th District of Cherokee County, from AG, Agricultural and R-40, Residential Estate to GC, General Commercial and TND, Traditional Neighborhood Development with staff stipulations as described in Rezoning Ordinance MA-05-2020

VI. NEW BUSINESS

6. Approve/deny a resolution to authorize the execution of the Coronavirus Relief Fund (CRF) Terms and Conditions Agreement; to authorize the acceptance of grant payments, including all understandings and assurances contained within such agreement; to direct and authorize the Mayor or his designee to act in connection with the grant application; and to provide such additional information as may be required
7. Approve/deny the Small Business Relief Grant funded by the Coronavirus Relief Fund (CRF) Grant established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 and administered by the City of Holly Springs

8. Approve/deny a Storm Easement Agreement for property located at 251 Walnut Street, tax parcel 020 of tax plat 93N00, as described and shown on the attached Exhibit A among Dana L. Weaver, the City of Holly Springs, and the Holly Springs Downtown Development Authority and authorize the Mayor to execute the Agreement
9. Approve/deny Fourth Amendment of the Workforce Innovation and Opportunity Contract No. WD1814.4 between the Atlanta Regional Commission and the City of Holly Springs, Georgia and authorize the Mayor to execute the Amendment
10. Approve/deny a proposal for Pre-Demolition Suspect Asbestos Containing Building Materials Surveys at the Public Works Facility located at 100 Hickory Circle from Environmental Associates, Inc. in an amount not to exceed \$620
11. Approve/deny a proposal for Pre-Demolition Suspect Asbestos Containing Building Materials Surveys for the Industrial Building at Railroad Track located at 164 Hickory Road from Environmental Associates, Inc. in an amount not to exceed \$520
12. Approve/deny Change Order Revised B #1 from Weaver Grading for the stormwater infrastructure project for the Master Detention Pond B-1 in an amount not to exceed \$5,300 and authorize the Mayor to execute the Change Order
13. Approve/deny a resolution to accept and authorize certain streets in Riverside Phase III A, B, and C to become publicly maintained streets
14. Approve/deny the release of Riverside Phase III A Performance Bond No. SU1134587 and Maintenance Bond No. SU1134588, Riverside Phase III B Performance Bond No. SU1134596 and Maintenance Bond No. SU1134597, Riverside Phase III C Performance Bond No. SUR0032751 and Maintenance Bond No. SUR0032750, Riverside Phase III Stormwater Performance Bond No. SUR0032688, and Riverside Phase IV Performance Bond No. SU1150519
15. Approve/deny a Memorandum of Understanding for the Cherokee County Housing Outreach Stakeholder Engagement among Cherokee County and the Cities of Canton, Holly Springs and Woodstock and agree to pay a portion of the project costs in an amount not to exceed \$750 to Cherokee County as the fiscal agent for said project

VII. REPORTS

VIII. ADJOURNMENT

Fire IGA Compensation Table

Ball Ground (2019)

$$\begin{aligned}
 & \left(\begin{array}{c} \text{City} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City State M\&O} \\ \text{Exemptions} \end{array} \right) \times \left(\begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} + \left(\frac{\text{IPT Transfer}}{\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{Unincorporated Area} \\ \text{State M\&O Exemptions} \end{array}} \right) \right) \\
 & \left(\$103,295,007 - \$2,253,996 \right) \times \left(0.002369 + \left(\frac{\$7,052,314}{\$8,224,508,163 - \$386,113,485} \right) \right) = \$330,274
 \end{aligned}$$

Canton (2019)

$$\begin{aligned}
 & \left(\left(\begin{array}{c} \text{City} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City State M\&O} \\ \text{Exemptions} \end{array} \right) + \left(\begin{array}{c} \text{City CID} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City CID State} \\ \text{M\&O Exemptions} \end{array} \right) \right) \times \left(\begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} + \left(\frac{\text{IPT Transfer}}{\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{Unincorporated Area} \\ \text{State M\&O Exemptions} \end{array}} \right) \right) - \begin{array}{c} \text{Code} \\ \text{Enforcement} \\ \text{Credit} \end{array} \\
 & \left(\left(\$1,290,068,900 - \$20,650,649 \right) + \left(\$37,060,080 - \$0 \right) \right) \times \left(0.002369 + \left(\frac{\$7,052,314}{\$8,224,508,163 - \$386,113,485} \right) \right) - \$15,000 = \$4,255,504.11
 \end{aligned}$$

Holly Springs (2019)

$$\begin{aligned}
 & \left(\left(\begin{array}{c} \text{City} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City State and} \\ \text{Local M\&O} \\ \text{Exemptions} \end{array} \right) + \left(\begin{array}{c} \text{City TAD} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City TAD} \\ \text{State and Local} \\ \text{M\&O Exemptions} \end{array} \right) \right) \times \left(\begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} + \left(\frac{\text{IPT Transfer}}{\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{Unincorporated Area} \\ \text{State M\&O Exemptions} \end{array}} \right) \right) - \left(\begin{array}{c} \text{Code} \\ \text{Enforcement} \\ \text{Credit} \end{array} \right) - \left(\begin{array}{c} \text{Tax Allocation} \\ \text{Increment Base} \end{array} \times \begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} \right) \\
 & \left(\left(\$640,410,733 - \$5,782,837 \right) + \left(\$9,114,920 - \$187,066 \right) \right) \times \left(0.002369 + \left(\frac{\$7,052,314}{\$8,224,508,163 - \$386,113,485} \right) \right) - \$15,000 - \left(\$4,337,120 \times 0.002369 \right) = \$2,078,325
 \end{aligned}$$

Nelson (2019)

$$\begin{aligned}
 & \left(\left(\begin{array}{c} \text{City (Cherokee)} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City (Cherokee)} \\ \text{State M\&O} \\ \text{Exemptions} \end{array} \right) + \left(\begin{array}{c} \text{City (Pickens)} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City (Pickens)} \\ \text{State M\&O} \\ \text{Exemptions} \end{array} \right) \right) \times \left(\begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} + \left(\frac{\text{IPT Transfer}}{\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{Unincorporated Area} \\ \text{State M\&O Exemptions} \end{array}} \right) \right) \\
 & \left(\$19,475,497 - \$39,324 \right) + \left(\$11,310,963 - \$282,534 \right) \times \left(0.002369 + \left(\frac{\$7,052,314}{\$8,224,508,163 - \$386,113,485} \right) \right) = \$99,580
 \end{aligned}$$

Waleska (2019)

$$\begin{aligned}
 & \left(\begin{array}{c} \text{City Gross Digest} \end{array} - \begin{array}{c} \text{City's State M\&O} \\ \text{Exemptions} \end{array} \right) \times \left(\begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} + \left(\frac{\text{IPT Transfer}}{\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{Unincorporated Area} \\ \text{State M\&O Exemptions} \end{array}} \right) \right) \\
 & \left(\$7,471,397 - \$405,161 \right) \times \left(0.002369 + \left(\frac{\$7,052,314}{\$8,224,508,163 - \$386,113,485} \right) \right) = \$23,098
 \end{aligned}$$

County Unincorporated (2019)

$$\begin{aligned}
 & \left(\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City's State M\&O} \\ \text{Exemptions} \end{array} \right) \times \left(\begin{array}{c} \text{Unincorporated Area Fire} \\ \text{Millage Rate} \end{array} \right) \\
 & \left(\$8,224,508,163 - \$463,991,485 \right) \times \left(0.002369 \right) = \$18,384,664
 \end{aligned}$$

$$\text{Surplus IPT Transfer} = \$7,052,314$$

IGA Fire Rate Calculation

2019 vs 2020 Proposed Millage Rates

Assumes 2019 Digest for Cities

	2019 Calculation per revised IGA	2020 Tax Digest Proposed 2020 Fire Millage Rate	Change	% Change
County Net Digest	\$7,838,394,678	\$8,376,319,484	\$537,924,806	6.9%
IPT Transfer	\$7,052,314	\$10,976,871	\$3,924,557	55.6%
Fire Millage Rate	3.269	3.483	0.214	6.5%
IPT Millage Equivalent	0.900	1.310	0.411	45.7%
Published Rate	2.369	2.173	(0.197)	-8.3%

	2019 Actual Payments	2019 New IGA Method	2020 New IGA Method	2019 Variance to Actual	2020 Variance to Actual
Fire IGA Payments					
Ball Ground	\$313,625	\$330,274	\$361,013	\$16,649	\$47,388
Canton	\$4,272,988	\$4,255,504	\$4,652,960	-\$17,484	\$379,972
Holly Springs	\$1,957,356	\$2,078,325	\$2,274,959	\$120,969	\$317,603
Nelson	\$96,786	\$99,580	\$108,848	\$2,794	\$12,062
Waleska		\$23,098	\$25,247	\$23,098	\$25,247

2019 Fire Millage Rate

Gross Digest	\$8,224,508,163
Exemptions	\$386,113,485
Net Digest	\$7,838,394,678

Required Fire Property Taxes	\$25,623,712
Millage Rate before IPT Transfer	3.483

IPT Transfer	\$7,052,314
IPT Millage Equivalent Transfer	0.900

Fire published Millage Rate	2.583
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City	State Only			Millage Rate	Taxes Due	Section 8c	Net Taxes Due	Taxes Paid	Difference
	Gross Digest	Exemptions	Net Digest						
Ball Ground	\$103,295,007	\$2,253,996	\$101,041,011	3.483	\$351,926	\$0	\$351,926	\$313,625	\$38,301
Canton	\$1,327,128,980	\$20,650,649	\$1,306,478,331	3.483	\$4,550,464	\$0	\$4,550,464	\$ 4,272,988	\$277,476
Holly Springs	\$649,529,653	\$5,304,303	\$644,225,350	3.483	\$2,243,837	\$15,000	\$2,228,837	\$ 1,957,356	\$271,481
Nelson	\$30,825,784	\$522,983	\$30,302,801	3.483	\$105,545	\$0	\$105,545	\$ 96,786	\$8,759
Waleska	\$7,471,397	\$405,161	\$7,066,236	3.483	\$24,612		\$24,612	\$ -	\$24,612

Fire IGA Compensation Table

Ball Ground (2019)

$$\left(\begin{array}{cc} \text{City} & \text{City State M\&O} \\ \text{Gross Digest} & \text{Exemptions} \end{array} \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right) + \left(\begin{array}{cc} \text{IPT Transfer} & \\ \text{Unincorporated Area} & \text{Unincorporated Area} \\ \text{Gross Digest} & \text{State M\&O Exemptions} \end{array} \right))$$

$$\left(\$103,295,007 - \$2,253,996 \right) \times \left(0.002173 + \left(\frac{\$10,976,871}{\$8,224,508,163 - \$386,113,485} \right) \right) = \$361,013$$

Canton (2019)

$$\left(\left(\begin{array}{cc} \text{City} & \text{City State M\&O} \\ \text{Gross Digest} & \text{Exemptions} \end{array} \right) + \left(\begin{array}{cc} \text{City CID} & \text{City CID State} \\ \text{Gross Digest} & \text{M\&O Exemptions} \end{array} \right) \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right) + \left(\begin{array}{cc} \text{IPT Transfer} & \\ \text{Unincorporated Area} & \text{Unincorporated Area} \\ \text{Gross Digest} & \text{State M\&O Exemptions} \end{array} \right)) - \left(\begin{array}{c} \text{Code} \\ \text{Enforcement} \\ \text{Credit} \end{array} \right)$$

$$\left(\left(\$1,290,068,900 - \$20,650,649 \right) + \left(\$37,060,080 - \$0 \right) \right) \times \left(0.002173 + \left(\frac{\$10,976,871}{\$8,224,508,163 - \$386,113,485} \right) \right) - \$15,000 = \$4,652,959.73$$

Holly Springs (2019)

$$\left(\left(\begin{array}{cc} \text{City} & \text{City State and} \\ \text{Gross Digest} & \text{Local M\&O} \\ & \text{Exemptions} \end{array} \right) + \left(\begin{array}{cc} \text{City TAD} & \text{City TAD} \\ \text{Gross Digest} & \text{State and Local} \\ & \text{M\&O Exemptions} \end{array} \right) \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right) + \left(\begin{array}{cc} \text{IPT Transfer} & \\ \text{Unincorporated Area} & \text{Unincorporated Area} \\ \text{Gross Digest} & \text{State M\&O Exemptions} \end{array} \right)) - \left(\begin{array}{c} \text{Code} \\ \text{Enforcement} \\ \text{Credit} \end{array} \right) - \left(\begin{array}{cc} \text{Tax Allocation} & \\ \text{Increment Base} & \times \end{array} \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right))$$

$$\left(\left(\$640,410,733 - \$5,782,837 \right) + \left(\$9,114,920 - \$187,066 \right) \right) \times \left(0.002173 + \left(\frac{\$10,976,871}{\$8,224,508,163 - \$386,113,485} \right) \right) - \$15,000 - \left(\$4,337,120 \times 0.002173 \right) = \$2,274,959$$

Nelson (2019)

$$\left(\left(\begin{array}{cc} \text{City (Cherokee)} & \text{City (Cherokee)} \\ \text{Gross Digest} & \text{State M\&O} \\ & \text{Exemptions} \end{array} \right) + \left(\begin{array}{cc} \text{City (Pickens)} & \text{City (Pickens)} \\ \text{Gross Digest} & \text{State M\&O} \\ & \text{Exemptions} \end{array} \right) \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right) + \left(\begin{array}{cc} \text{IPT Transfer} & \\ \text{Unincorporated Area} & \text{Unincorporated Area} \\ \text{Gross Digest} & \text{State M\&O Exemptions} \end{array} \right))$$

$$\left(\left(\$19,475,497 - \$39,324 \right) + \left(\$11,310,963 - \$282,534 \right) \right) \times \left(0.002173 + \left(\frac{\$10,976,871}{\$8,224,508,163 - \$386,113,485} \right) \right) = \$108,848$$

Waleska (2019)

$$\left(\begin{array}{cc} \text{City Gross Digest} & \text{City's State M\&O} \\ & \text{Exemptions} \end{array} \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right) + \left(\begin{array}{cc} \text{IPT Transfer} & \\ \text{Unincorporated Area} & \text{Unincorporated Area} \\ \text{Gross Digest} & \text{State M\&O Exemptions} \end{array} \right))$$

$$\left(\$7,471,397 - \$405,161 \right) \times \left(0.002173 + \left(\frac{\$10,976,871}{\$8,224,508,163 - \$386,113,485} \right) \right) = \$25,247$$

County Unincorporated (2019)

$$\left(\begin{array}{cc} \text{Unincorporated} & \text{City's State M\&O} \\ \text{Gross Digest} & \text{Exemptions} \end{array} \right) \times \left(\begin{array}{cc} \text{Unincorporated Area} & \\ \text{Fire Millage Rate} & \end{array} \right))$$

$$\left(\$8,224,508,163 - \$463,991,485 \right) \times \left(0.002173 \right) = \$16,859,996$$

Surplus IPT Transfer

$$= \$7,052,314$$

**FIRST AMENDMENT TO FIRE & EMERGENCY SERVICES AGREEMENT
BETWEEN CHEROKEE COUNTY AND CITY OF HOLLY SPRINGS**

This First Amendment (“Amendment”) to Fire & Emergency Services Agreement between Cherokee County and City of Holly Springs (the “Agreement”) is made and entered into as of the ____ day of _____, 2020 (“Effective Date”) between Cherokee County, Georgia a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as the “County”), and the City of Holly Springs, Georgia, a municipal corporation, acting by and through its governing authority, the Mayor and City of Holly Springs City Council (hereinafter referred to as “City”). The County and the City are collectively referred to herein as the “Parties.”

WHEREAS, the County and the City entered into the Agreement on August 20, 2013, a true and accurate copy of which is attached hereto as Exhibit “A”;

WHEREAS, the County and the City mutually agree to amend the Agreement with this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. Section (3) (a) of the Agreement is hereby amended and replaced in its entirety with the following:

3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:

- a. Annually pay to the County compensation in the amount of the City’s Net Fire District Digest for the year in question multiplied by the sum of the Unincorporated Area Fire Millage Rate and the Millage Equivalent of the Unincorporated Area Insurance Premium Tax Transfer for the year in question, less the fifteen thousand dollar (\$15,000) credit allowed for in Section (8)(c) of the Agreement, which shall be computed as follows:
 - i. The City’s “Net Fire District Digest” shall be the sum of the City’s Gross Digest minus the City’s State Homestead and Property M&O Exemptions for the year in question and the City’s TAD Gross Digest minus the City’s TAD State Homestead and Property M&O Exemptions for the year in question.
 - ii. The “Unincorporated Area Fire Millage Rate” shall be the millage rate levied against property in the unincorporated area of the County for fire services in the year in question by the Cherokee County Board of Commissioners.

- iii. The “Millage Equivalent of the Unincorporated Area Insurance Premium Tax Transfer” shall be the total amount of Insurance Premium Taxes transferred to the Unincorporated Area Fire District Fund, as shown in the final budget approved by the Cherokee County Board of Commissioners for the year in question, divided by the difference of the Gross Digest and the State Homestead and Property M&O Exemptions for the unincorporated area of the County.
- iv. All digest and exemption values shall be those values published by the Georgia Department of Revenue in its annual Tax Digest Consolidated Summary for the year in question.
- v. By way of illustration, and assuming that this formula was applied in tax year 2019 and that the County applied \$7,052,314 in Insurance Premium Taxes to the Unincorporated Area Fire District Fund, the Unincorporated Area Fire Millage Rate would have been 0.002369 and the total compensation due by the City would have been \$2,090,792. The calculations are illustrated on the Fire IGA Compensation Table attached hereto and incorporated herein as Exhibit “A1.”
- vi. Payment is due to the County by May 1 each year for services provided during that fiscal year. By way of example, payment for services provided by the County for fiscal year 2021 (October 1, 2020 - September 30, 2021) shall be based on the 2020 tax digest and shall be due to the County on May 1, 2021.
- vii. In the event that this Agreement is terminated early in the manner provided for in this Agreement, the compensation due to the County shall be prorated to exclude the number of days remaining in the fiscal year following the effective date of termination.

2. Exhibit “A” of the Agreement is hereby replaced with the Fire IGA Compensation Table attached hereto and incorporated herein as Exhibit “A1.”

3. Except as specifically set forth in this Amendment, all other terms and conditions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the Cherokee County Board of Commissioners this ____ day of _____, 2020.

CHEROKEE COUNTY

Harry Johnston, Chairman

ATTEST:

Christy Black, County Clerk

APPROVED AS TO FORM:

Angela Davis, County Attorney

APPROVED by the City of Holly Springs this ____ day of _____, 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

ATTEST:

Karen Norred, City Clerk

APPROVED AS TO FORM:

Bobby Dyer, City Attorney

FIRE & EMERGENCY SERVICES AGREEMENT
Between
CHEROKEE COUNTY AND
CITY OF HOLLY SPRINGS

This Agreement is made and entered into this 20th day of August, 2013, by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners, (the "County"), and the CITY OF HOLLY SPRINGS, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Holly Springs, (the "City"), collectively referred to as the Parties.

WHEREAS, the County presently furnishes, within its own boundaries and within the City, certain fire and emergency services, including fire suppression, rescue, hazardous material response, fire prevention, emergency medical services (life support), as well as administrative services necessary to support said programs; and

WHEREAS, the City is desirous of contracting for fire and emergency services for the City of Holly Springs; and

WHEREAS, the Constitution of the State of Georgia, *Art. IX, § III, Para. I*, authorizes local governments to enter into agreements for joint or cooperative action; and

WHEREAS, the Parties desire to provide for a more effective, economical and efficient means of providing fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2013 and ending on the 30th day of September, 2018, and shall automatically renew for an additional five (5) years, unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated as outlined in Article 13.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate limits of the City of Holly Springs, State of Georgia, as amended through annexation during the term of this Agreement. The expectation is that, by working jointly, the Parties will improve their protection class rating from five (5) to (4) within the contract period.

3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:

- a. Pay to the County compensation, the amount of which shall be determined as follows:

First, take the current millage rate of 3.394, or the rate charged unincorporated property if different, and multiply that by 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest less Exemptions M&O) for the Holly Springs Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (an example of which is attached hereto and marked Exhibit "A"). Then, multiply the current millage rate by the current tax allocation increment base certified by the Department of Revenue for the district defined as the Holly Springs New Town Center

Redevelopment Plan-Tax Allocation District One ("TAD"), as currently set forth in the TAD boundary map and Department of Revenue tax increment base certification for the TAD attached hereto as Exhibit "B". (The resulting amount is the payment amount to be applied to TAD bond obligations and shall be retained by the City and used for all purposes authorized in the Resolution dated December 19, 2005 creating the TAD.) Then subtract the second number found from the first to determine the compensation required to be paid to the County.

For example, using this formula based on the 2008 tax digest, the amount of compensation would be determined as follows:

- (i) First, one would multiply the millage rate and the "Net M&O Tax Digest 40% Value":

$$.00394 \times \$340,709,471 \text{ (2008 "Net M\&O Tax Digest 40\% Value")} = \$1,342,395.32$$

- (ii) One would then multiply the current millage rate by the tax allocation increment base certified by the Department of Revenue for the TAD:

$$.003394 \times \$4,377,120 = \$14,855.95$$

- (iii) Finally, one would subtract the second number from the first to determine the amount of compensation required to be paid to the County:

$$\$1,342,395.32 - \$14,855.95 = \$1,327,539.37$$

Payment is due to the County by May 1 each year for services provided during that fiscal year. For example: Payment for services provided by the County for fiscal year 2014 (October 1, 2013 – September 30, 2014) shall be based on the 2013 tax digest and shall be due to the County on May 1, 2014.

The tax allocation increment base for the TAD or the TAD boundary, as used in the above formula to determine compensation to Cherokee County under this Agreement, shall not be modified without prior written consent of the Cherokee County Board of Commissioners. The City acknowledges that it shall be responsible for any and all tax collection necessary to generate the compensation amount set forth in this Agreement and shall abide by all applicable laws related to such taxation.

- b. Notify the County Fire Chief by e-mail in the event the City makes any changes in the road or street network within the City, temporarily or permanently closes any road or street to vehicular traffic or becomes aware of any changes or interruptions in the water service to any area within the City.
- c. Work cooperatively with the County to maintain an ISO protection class rating of five (5) and accomplish the Parties' goal of achieving a rating of four (4).

4. THE COUNTY SHALL:

- a. Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the City in a time intended not to exceed eight (8) minutes, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County. The County agrees to work cooperatively with the City to maintain an ISO protection class rating of five (5) for the fire department, but will not guarantee a rating of five (5) if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain a protection class rating of five (5) or achieve a rating of four (4).
- b. Ensure staffing at Station 8 is sufficient to provide the services identified in this Agreement, which staffing shall include an average of four (4) fully qualified and firefighter trained personnel twenty-

four (24) hours per day seven (7) days a week during the term of this Agreement. During the term of this Agreement, the individuals used to staff Station 8 will be determined by the County's Fire Chief using acceptable industry standards, and the Fire Chief shall consult with the City Manager regarding staffing concerns.

- c. Ensure that an ambulance (squad) is assigned and deployed from Station 3, 8, 22, 23 or 24 to respond to ALS alarms.
- d. In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 3, 8, 22, 23 and 24.
- e. Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.
- f. Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and the County from Stations 3, 8, 22, 23 and 24.
- g. Officially include the Holly Springs Volunteer Fire Department in the protection plan for the City, including but not limited to their acknowledgement, providing reasonable office space and training, and providing reasonable funding assistance for equipment and communication equipment contingent upon funding appropriated by the Board of Commissioners.

5. THE COUNTY AND CITY EACH AGREE TO:

- a. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required. The Parties agree that if one Party makes changes to its ordinances, laws or regulations that impact the obligations of the other Party hereunder, the other Party shall have the opportunity to notify the Party making the changes of its decision to accept or reject the changes proposed as well as any additional payment or payment deduction that may be required related thereto.
- b. Mutually decide on the need for capital additions and replacements at stations serving the City, and negotiate a fair and reasonable sharing of such capital costs.

6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

7. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance evidencing commercially reasonable property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City and operated by the County and/or the Holly Springs Volunteer Fire Department. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

8. ENFORCEMENT OF CODES:

- a. The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce building and fire codes at a level at least equivalent to the codes and enforcement provided by Cherokee County within the County and as required by State of Georgia minimum codes in accordance with Georgia Law.
- b. It is acknowledged by the Parties that the County has assumed no duty to provide code enforcement or building or fire inspection services that might be required under Georgia Law or any ordinance of the City. It is further acknowledged that the Parties recognize the County, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City unless authorized by intergovernmental agreement.
- c. For each fiscal year during the duration of this Agreement, the County will provide a credit, in the amount of and not to exceed \$15,000, to be applied against annual compensation due the County from the City for fire and emergency services related to fire plan review and inspections to ensure compliance with Georgia minimum fire codes.

9. DEFAULT:

Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement.

Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

10. WAIVER:

Failure by either Party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said Party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

11. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement, if such renewal is desired, which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement, if such renewal is desired, shall commence not later than six (6) months prior to the expiration of this Agreement.

12. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the Parties and supersedes all prior agreements. The Parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both Parties.

13. TERMINATION:

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement.

14. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

15. THIRD PARTY BENEFICIARIES:

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. MUTUAL AID AGREEMENT:

If this Agreement is terminated or not renewed for any reason, the Parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

17. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

To the City:

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

18. AUTHORITY:

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

19. RECORDS:

Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Agreement.

20. NON-DISCRIMINATION:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Parties agree that, during performance of this Agreement, each Party, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, each Party

agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 20 in any subcontract for services contemplated under this Agreement.

21. IMMIGRATION COMPLIANCE:

Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "C" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

COUNTY:

☐ 500 or more employees
☐ 100 or more employees
☐ Fewer than 100 employees

CITY:

☐ 500 or more employees.
☐ 100 or more employees.
☒ Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

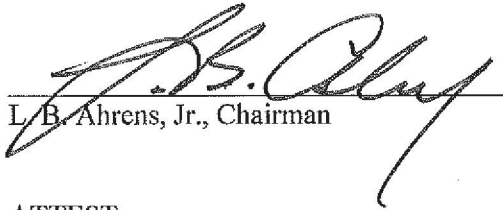
The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

22. FORCE MAJEURE:

Neither the County nor City shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

APPROVED by the Cherokee County Board of Commissioners this 20th day of August, 2013.

CHEROKEE COUNTY


L. B. Ahrens, Jr., Chairman

ATTEST:


Christy Black, County Clerk

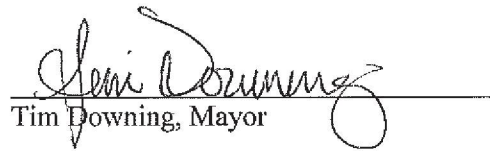


APPROVED AS TO LEGAL FORM:

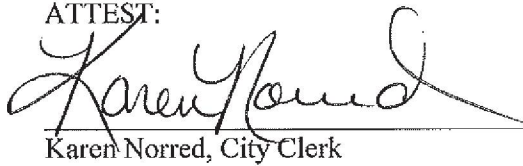
Angela Davis, County Attorney
JARRARD & DAVIS, LLC

APPROVED by the Mayor and Council of the City of Holly Springs this 19th day of August, 2013

CITY OF HOLLY SPRINGS


Tim Downing, Mayor

ATTEST:


Karen Norred, City Clerk

APPROVED AS TO LEGAL FORM:

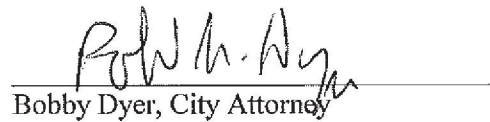
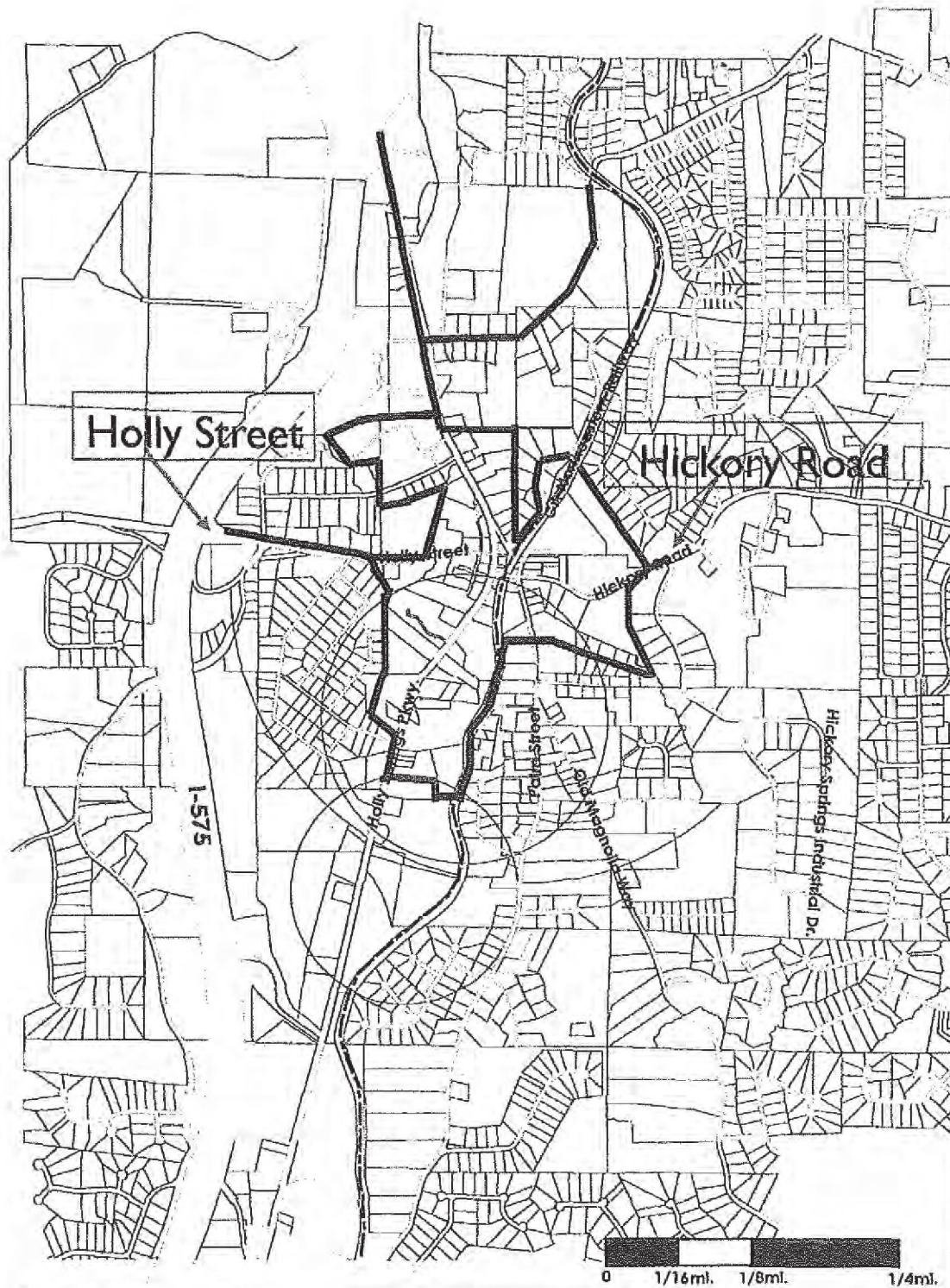

Bobby Dyer, City Attorney

EXHIBIT "A"

INSERT COUNTY TAX DIGEST

AS APPROVED BY THE STATE OF GEORGIA DEPARTMENT OF REVENUE

Holly Springs Tax Allocation District Boundary Map



HOLLY SPRINGS



Bart L. Graham
Commissioner

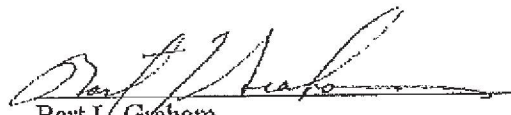
State of Georgia
Department of Revenue
Suite 15300
1800 Century Blvd.
Atlanta, Georgia 30345
(404) 417-2100

Mr. Anthony W. Griffin
City Manager
City of Holly Springs
P. O. Box 990
Holly Springs, Georgia 30142

Dear Mr. Griffin:

Pursuant to the requirements of O.C.G.A. Section 36-44-10, I herewith submit to you "Exhibit 1", certification of tax increment base for the district defined as "Holly Springs New Town Center Redevelopment Plan – Tax Allocation District One". This exhibit lists the total taxable assessed value, taken from the 2005 Cherokee County ad valorem tax digest and certified by the board of tax assessors, of the property located within the tax allocation district.

The total taxable assessed value for the "Holly Springs New Town Center Redevelopment Plan – Tax Allocation District One" is \$4,377,120.


Bart L. Graham
Revenue Commissioner
Georgia Department of Revenue

Sworn to and subscribed before me

This 23rd day of January, 2006


Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires Nov. 19, 2008

An Equal Opportunity Employer

EXHIBIT 1

Holly Springs Downtown Tax Allocation District						
Parcel	Name	Address	Acreage	2005 Fair Market Value	2005 Assessed Value	Exempt
93N00 1	Saif Enterprises, Inc.	3735 Holly Springs Pkwy	1.3	515,100.00	206,040.00	
93N00 1A	Sun Valley Land Company	117 Jackson St	0.33	218,300.00	87,320.00	
93N00 2	Beaulah & Weaver Jackson	Jackson St	1	57,300.00	22,920.00	
93N00 3	Sally Parsons DBA The Herb Shop	161 Jackson St	0.3	93,800.00	37,520.00	
93N00 4	Dora Bates AKA Beth Bates	102 Palm St	0.33	78,300.00	31,320.00	
93N00 5	Ronald & Ruby Dunn	93 Palm St	0.33	71,300.00	28,520.00	
93N00 6	Triduum Associates, LLC	Hickory St	0.33	193,400.00	77,360.00	
93N00 7	Montarie & Lavon Fabian	241 Hickory St	0.25	57,600.00	23,040.00	
93N00 8	James Roach	293 Hickory St	0.4	78,200.00	31,280.00	
93N00 9	Marie Barnes	155 Hickory St	11.32	156,100.00	62,440.00	
93N00 9	Marie Barnes	155 Hickory St	0	18,400.00	7,360.00	
93N00 10	City of Holly Springs	Hickory St	3.1	788,100.00	315,240.00	X
93N00 10B	Alan & Akemi LeBaron	113 Palm St	0.83	113,000.00	45,200.00	
93N00 11	Warren Jones	Palm St	0.5	121,700.00	48,680.00	
93N00 12	Arnold Dieter	135 Palm St	0.43	86,400.00	34,560.00	
93N00 13	Barbara Brown Trustee of the Kenny Brown Trust	175 Palm St	0.35	76,800.00	30,720.00	
93N00 14	Elizabeth Barrett	199 Palm St	4	161,300.00	64,520.00	
93N00 15	Donald & Carol Crowe	139 Walnut St	0.35	89,300.00	35,720.00	
93N00 16	Matthew Wallace	171 Walnut St	0.35	86,700.00	34,680.00	
93N00 17	James & Christine Neal	211 Walnut St	0.35	136,800.00	54,720.00	
93N00 19	James Neal & Maynard & Myrtice Neal	Walnut St	0.35	20,000.00	8,000.00	
93N00 20	James Neal & Maynard & Myrtice Neal	251 Walnut St	1.85	152,500.00	61,000.00	
93N00 38	Carl Barrett Estate c/o Anne Payne	136 Palm St	0.75	81,000.00	32,400.00	
93N00 38A	City of Holly Springs	Palm St	0.42	125,900.00	50,360.00	X
93N00 40	City of Holly Springs	3658 Holly Springs Pkwy	0.05	22,000.00	8,800.00	X
93N00 40A	Otho & Molly Lofties	3087 Holly St	0.11	82,900.00	33,160.00	
93N00 40B	Joseph Colbert Jr.	3658 Holly Springs Pkwy	0.34	143,100.00	57,240.00	
93N00 41	Sid & Sara Fritts	2725 Holly Springs Pkwy	0.25	78,300.00	31,320.00	
93N00 42	City of Holly Springs	Holly Springs Pkwy	0.2	15,000.00	6,000.00	X
93N00 43	City of Holly Springs	Holly Springs Pkwy	0.2	94,600.00	37,840.00	X
93N00 44	James Daniel Patterson	3586 Holly Springs Pkwy	0.4	247,300.00	98,920.00	
93N00 45	DHFF, Inc.	2945 Holly Springs Pkwy	0.26	176,100.00	70,440.00	
93N00 45A	Bank of North Georgia	2945 Holly Springs Pkwy	0.14	45,000.00	18,000.00	
93N00 46	Eddie Hefner	2841 Holly Springs Pkwy	0.65	125,900.00	50,360.00	
93N00 47	Eddie Hefner	2883 Holly Springs Pkwy	3.19	168,900.00	67,560.00	
93N00 47A	Eddie Hefner	Holly Springs Pkwy	0.21	95,700.00	38,280.00	
93N00 48	J C Bradley	3430 Holly Springs Pkwy	1	114,200.00	45,680.00	
93N00 49	Wanda & Anthony Distefano	2941 Holly Springs Pkwy	0.75	202,400.00	80,960.00	
93N00 50	Ronald & Ruby Dunn	3329 Holly Springs Pkwy	0.65	120,500.00	48,200.00	
93N00 51	Pauline Blankinship Dunn	3365 Holly Springs Pkwy	2.25	76,400.00	30,560.00	
93N00 52	J C & Martha Mullins	3421 Holly Springs Pkwy	6.56	142,200.00	56,880.00	
93N00 54	Storage Consulting II, LLC	2820 Holly Springs Pkwy	3.75	1,059,900.00	423,960.00	
93N00 55	S & D Industrial Inc.	2800 Holly Springs Pkwy	0.62	404,500.00	161,800.00	

93N00 56	S & D Industrial Inc.	2766 Holly Springs Pkwy	0.25	137,800.00	55,120.00	
93N00 57	Wayne & Laurel Lester	3569 Holly Springs Pkwy	0.22	130,500.00	52,200.00	
93N00 58	James Collins	Old Hwy 5	0.19	135,900.00	54,360.00	
93N00 59A	Evertt/Shirley/Poor LLC	Holly St	4	25,000.00	10,000.00	
93N00 61	Holly Springs Baptist Church	122 Boyd St	3.69	866,300.00	346,520.00	X
93N00 61A	Evertt & Shirley Poor	Old Highway 5	0.31	145,700.00	58,280.00	
93N00 62	State of Georgia	Holly St	0.5	189,600.00	75,840.00	X
93N00 63	Ashley Brett Mullins	3028 Holly St	0.75	128,500.00	51,400.00	
93N00 64	Virginia Bragg & Joseph Ragsdale	Holly St	0.35	64,800.00	25,920.00	
93N00 65	Virginia Bragg & Joseph Ragsdale	Boyd St	0	8,400.00	3,360.00	
93N00 66	Grace Schmidt	Boyd St	0.15	59,800.00	23,920.00	
93N00 67	Daniel & Margaret Curtis	254 Boyd St	0.25	65,500.00	26,200.00	
93N02 1	Cherokee County School System	Old Hwy 5	17	2,438,600.00	975,440.00	X
93N02 2	Holly Springs United Methodist Church	3885 Old Hwy 5	0	289,000.00	115,600.00	X
93N02 3	Linda Fields	225 Barrett Rd	0.52	57,200.00	22,880.00	
93N02 3A	Clifford & Jacklyn Ragsdale	285 Barrett Rd	1	135,200.00	54,080.00	
93N02 3B	Ruth Ann Purcell	Barrett Rd	0.25	71,200.00	28,480.00	
93N02 3C	Frank R Cox	265 Barrett Rd	0.45	117,300.00	46,920.00	
93N02 3D	Brain L Gladson	105 Barrett Rd	0.46	43,100.00	17,240.00	
93N02 4	Crawford & Lou Holcombe	Carl Barrett Rd	0.35	172,900.00	69,160.00	
93N02 5	Cyril Vital Jr.	3865 Holly Springs Pkwy	0.88	139,000.00	55,600.00	
93N02 6	Mrs. Roy Camp	3863 Holly Springs Pkwy	0.25	49,700.00	19,880.00	
93N02 7	George Twaddell	Old Hwy 5	1.72	255,700.00	102,280.00	
93N02 8	Gregory & Mary Ann Roberts	2547 Holly Springs Pkwy	2.12	103,500.00	41,400.00	
93N02 9	Covenant Christian Center of Canton, Inc.	2463 Holly Springs Pkwy	3.8	355,900.00	142,360.00	X
93N02 9A	Daniel & Marilyn Linton	2529 Holly Springs Pkwy	0.35	82,300.00	32,920.00	
93N02 10	Elelyn Freeman Turner	Holly Springs Pkwy	0.27	65,600.00	26,240.00	
93N02 11	Larry & David Smith	606 Holly Springs Pkwy	1	86,500.00	34,600.00	
15N14 92	City of Holly Springs	Mountain Oak St	1	24,500.00	9,800.00	X
15N14 93	William & Ruby Poor	Holly Street	2.78	42,500.00	17,000.00	
15N14 94	Eddie Hefner	119 Holly Street	0.89	74,800.00	29,920.00	
15N14 103	Holly Springs Downtown Development	Palm St	8.79	422,100.00	168,840.00	X
15N14 105	Arnold Ira Goldberg	411 Hickory St	8.33	512,100.00	204,840.00	
15N14 116	City of Holly Springs	Rickman Ind Dr	1.01	25,200.00	10,080.00	X
15N14 117	Westles Inc	110 Rickman Ind Dr	1.17	328,700.00	131,480.00	
93N01 35	Gary & Sharon Martin	3005 Holly Springs Pkwy	0.83	369,300.00	147,720.00	
93N01 35A	Gary & Sharon Martin	Holly Springs Pkwy	1.36	40,800.00	16,320.00	
93N01 36	Horace & Martha Richards	3000 Holly Springs Pkwy	0.94	172,800.00	69,120.00	
93N01 37	Horace & Martha Richards	Holly Springs Pkwy	0.44	15,000.00	6,000.00	
93N01 38	The Lachish Corp.	3039 Holly Springs Pkwy	1	120,700.00	48,280.00	
93N01 39	Clarence & Ernie Williams	3073 Holly Springs Pkwy	0	104,200.00	41,680.00	
93N01 40	Blacksand LLC	Holly Springs Pkwy	9	292,500.00	117,000.00	
93N01 40A	City of Holly Springs	Old Hwy 5	3.35	769,100.00	307,640.00	X
93N01 41	The Bedford Falls Group LLC	Holly Springs Pkwy	0.78	40,000.00	16,000.00	
93N01 41A	Property One LLC	3191 Holly Springs Pkwy	0	95,800.00	38,320.00	
93N01 42	T & T Plumbing	3197 Holly Springs Pkwy	0	50,800.00	20,320.00	

EXHIBIT "C"

STATE OF GEORGIA
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with Holly Springs (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47188
Federal Work Authorization User Identification
Number

July 12, 2007
Date of Authorization

CHEROKEE COUNTY GOVERNMENT
Name of Local Government Entity

FIRE & EMERGENCY SERVICES
Name of Project

CHEROKEE COUNTY GOVERNMENT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Aug 26, 2013 in _____ (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

STEVEN B. MCCLURE, DIRECTOR, HR
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26 DAY OF
August, 2013.

Katrin
NOTARY PUBLIC

[NOTARY SEAL]

15

2017

My Commission Expires

July 15, 2017

EXHIBIT "D"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with City of Holly Springs (name of local government) working with Holly Springs (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to Holly Springs (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to Holly Springs (local government).

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47188
Federal Work Authorization User Identification
Number

July 12, 2007
Date of Authorization

CHEROKEE COUNTY GOVERNMENT
Name of Subcontractor

FIRE & EMERGENCY SERVICES
Name of Project

CHEROKEE COUNTY GOVERNMENT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Aug, 26, 2013 in _____ (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

STEVEN B. MCCLURE, DIRECTOR, HR
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26 DAY OF

August, 2013
Watkins
NOTARY PUBLIC

[NOTARY SEAL] 15
2017

My Commission Expires July 15, 2017
NOTARY PUBLIC

EXHIBIT "C"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with Cherokee County (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

104949
Federal Work Authorization User Identification
Number

March 5, 2008
Date of Authorization

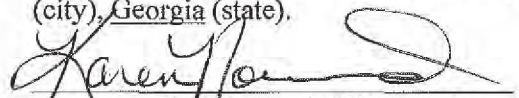
City of Holly Springs
Name of Local Government Entity

Fire & Emergency Services
Name of Project

City of Holly Springs
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August 19, 2013 in Holly Springs
(city), Georgia (state).


Signature of Authorized Officer or Agent

Karen Norred / City Clerk
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 19th DAY OF AUGUST, 2013.

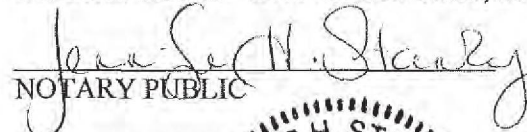

NOTARY PUBLIC



EXHIBIT "D"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Cherokee County (name of local government) working with Cherokee County (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to Cherokee County (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to Cherokee County (local government).

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

104949
Federal Work Authorization User Identification
Number

March 5, 2008
Date of Authorization

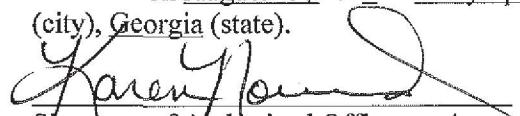
City of Holly Springs
Name of Local Government Entity

Fire & Emergency Services
Name of Project

City of Holly Springs
Name of Public Employer

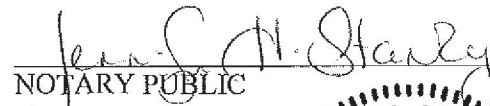
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August 19, 2013 in Holly Springs
(city), Georgia (state).


Signature of Authorized Officer or Agent

Karen Norred / City Clerk
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 19th DAY OF AUGUST, 2013.


NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

10/27/13



Exhibit A1

Fire IGA Compensation Table

Holly Springs (2019)

$$\begin{aligned}
 & \left(\left(\left(\begin{array}{c} \text{City} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City State M\&O} \\ \text{Exemptions} \end{array} \right) + \left(\begin{array}{c} \text{City TAD} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{City TAD State} \\ \text{M\&O Exemptions} \end{array} \right) \right) \times \left(\begin{array}{c} \text{Unincorporated Area} \\ \text{Fire Millage Rate} \end{array} + \left(\frac{\text{IPT Transfer}}{\begin{array}{c} \text{Unincorporated} \\ \text{Gross Digest} \end{array} - \begin{array}{c} \text{Unincorporated Area} \\ \text{State M\&O Exemptions} \end{array}} \right) \right) - \left(\begin{array}{c} \text{Code} \\ \text{Enforcement} \\ \text{Credit} \end{array} \right) \\
 & \left(\left(\left(\$640,410,733 - \$5,271,303 \right) + \left(\$9,114,920 - \$28,000 \right) \right) \times \left(0.002369 + \left(\frac{\$7,052,314}{\$8,224,508,163 - \$386,113,485} \right) \right) - \left(\$15,000 \right) = \$2,090,792
 \end{aligned}$$

PUBLIC MEETING NOTICE

The City of Holly Springs does hereby announce that the millage rate will be set at a meeting to be held at the City of Holly Springs Municipal Building located at 3235 Holly Springs Parkway, Holly Springs, Georgia on August 17th at 7:00 PM following a public meeting. Pursuant to OCGA § 48-5-32, the City hereby publishes the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past 5 years:

CURRENT 2020 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY

	2015	2016	2017	2018	2019	2020
Real & Personal	\$ 371,516,391	\$ 423,020,788	\$ 476,323,165	\$ 551,395,168	\$ 644,980,613	\$ 729,472,702
Motor Vehicles	\$ 12,884,030	\$ 9,624,910	\$ 7,113,510	\$ 5,522,860	\$ 4,516,000	\$ 3,875,040
Mobile Homes	\$ 110,840	\$ 102,200	\$ 102,840	\$ 102,720	\$ 30,720	\$ 19,376
Gross Digest	\$ 384,511,261	\$ 432,747,898	\$ 483,539,515	\$ 557,020,748	\$ 649,527,333	\$ 733,367,118
Less M&O Exemptions	\$ 41,984,818	\$ 48,740,834	\$ 51,188,993	\$ 69,339,110	\$ 94,700,140	\$ 119,338,526
Net M&O Digest	\$ 342,526,443	\$ 384,007,064	\$ 432,350,522	\$ 487,681,638	\$ 554,827,193	\$ 614,028,592
Gross M&O Millage Rate:						
Holly Springs Millage Rate	5.315	5.086	4.850	4.730	4.610	4.400
Fire District Millage Rate*	3.436	3.374	3.298	3.269	3.269	3.269
Net M&O Millage Rate	8.751	8.460	8.148	7.999	7.879	7.669
Net Taxes Levied:						
Holly Springs Taxes Levied	\$ 1,820,528	\$ 1,953,060	\$ 2,096,900	\$ 2,306,734	\$ 2,557,753	\$ 2,701,726
Fire District Taxes Levied	\$ 1,264,588	\$ 1,393,965	\$ 1,521,078	\$ 1,726,921	\$ 2,003,070	\$ 2,181,580
Total Net Taxes Levied	\$ 3,085,116	\$ 3,347,025	\$ 3,617,978	\$ 4,033,655	\$ 4,560,823	\$ 4,883,306
Net Taxes \$ Increase (Decrease)	\$ 227,886	\$ 261,909	\$ 270,953	\$ 415,677	\$ 527,167	\$ 322,483
Net Taxes % Increase (Decrease)	7.98%	8.49%	8.10%	11.49%	13.07%	7.07%

*Fire District Millage Rate set by Cherokee County Board of Commissioners

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO SET THE 2020 AD VALOREM TAX RATE OF THE CITY OF HOLLY SPRINGS, GEORGIA FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021; AND FOR OTHER PURPOSES

Be it Ordained and Established by the Mayor and City Council of the City of Holly Springs, Georgia as follows:

Section 1. The 2020 ad valorem tax rate for the City of Holly Springs, Georgia on property subject to ad valorem taxation by the City is hereby set at 4.400 mills on forty percent (40%) of each \$1,000 of property subject to ad valorem tax by the City.

Section 2. Said rate of 4.400 mills on forty percent (40%) of each \$1,000 of taxable property is hereby levied for General Government purposes.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SO ORDAINED this 17th day of August 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding; and

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority to that the CRF funding may be disbursed to the City.

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

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Holly Springs or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby

acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

This Resolution is adopted this 17th day of August 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

EXHIBIT A

**CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS**

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Holly Springs city

Street Address

P.O. Box 990

City

Holly Springs

State

Georgia

Zipcode

30115

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and 79 F.R. 75871 "Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOI.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Holly Springs city

Advance Amount: \$242,505.89

Total Amount: \$808,352.98

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Steven Miller
Title: Mayor
Email: Smiller@hollyspringsga.us
Phone Number: 4043576239

2. Authorized User Two (Optional)

Name:
Title:
Email:
Phone Number:

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Steven W. Miller
(Authorized Representative of Grantee)

Signature:  Signature Required July No. 2020 (3x33 EDT)

Title: Mayor

Date: Jul 30, 2020

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Steven W. Miller (Print Name), am the Mayor (Title) of Holly Springs city ("County"/"Municipality") and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Steven W. Miller
(Authorized Representative of Grantee)

Signature:  

Title: Mayor

Date: Jul 30, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.


SWM

Exhibit A – Grantee Assurances


SWM

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements


SWM

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Steven W. Miller
(Authorized Representative of Grantee)

Signature: 
Steven W. Miller (Ref ID: A6613188)

Title: Mayor

Date: Jul 30, 2020

SIGNATURE PAGE



Small Business RELIEF GRANT

Guidelines

The Small Business Relief Grant has been established to assist businesses of up to 50 employees with various operational and overhead expenses. The program will be funded by way of a portion of the City's disbursement of funding via the Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020. These funds are intended to be used by local businesses to deal with the impacts of COVID-19 from March 1, 2020 – July 31, 2020. The maximum grant amount per applicant shall not exceed \$5,000.

ELIGIBILITY

- Business must be an existing for-profit corporation, partnership, or sole proprietorship.
- Business must be a commercial business located within the City limits of Holly Springs, with a current Occupational Tax Certificate.
- Business must be current on all taxes.
- Business must have 50 or fewer full-time equivalent, W-2 employees (PT employees are counted at a rate of .5).
- Business must have been in continuous operation for a minimum of 1 year prior to March 13, 2020.
- Ineligible Businesses Include: Multi-Level Marketing Organizations, Real Estate Investment Firms (REITS), and home-based businesses.

Please see Required Document Checklist below for additional items needed to be considered eligible.

APPLICATION PROCESS

Grants will be administered on a first-come first-served basis. All applications will be reviewed by City. Incomplete applications will not be considered. ***The deadline for submissions is August 26, 2020 at 5 p.m. (Including mail-in applications.)***

Applications may be submitted in person or by mail to:

***City of Holly Springs
Attn: Small Business Relief Grant
3237 Holly Springs Pkwy.
Holly Springs, GA 30115***

Required Document Checklist:

Please ensure that all documents below are included with your application. Applications that do not have all required documents included in their application will be disqualified.

- | | |
|--|--|
| <ul style="list-style-type: none">○ Completed Grant Application Form○ Copy of 2019 business income tax return (IRS Forms accepted include: 1120, 1120S, 1065, Schedule C or Schedule F) or company financial statements including 2019 Balance Sheets and Profit & Loss Statements○ Q4 2019 & Q1 2020 941 IRS forms (with the exception of sole proprietors with no employees) | <ul style="list-style-type: none">○ Copy of Certificate of Organization and Certificate of Existence from Georgia Secretary of State (with the exception of sole proprietors)○ E-Verify Application (enclosed)○ SAVE affidavit (enclosed)○ W-9 Form (enclosed)○ Memorandum of Understanding (enclosed) |
|--|--|



Small Business RELIEF GRANT

Application

BUSINESS NAME: _____

OWNER/APPLICANT NAME: _____

BUSINESS ADDRESS: _____

APPLICANT PHONE #: _____ APPLICANT EMAIL: _____

OF EMPLOYEES AS OF 12/31/2019: _____ # OF EMPLOYEES AS OF 8/1/2020 _____

I WILL BE USING THIS GRANT FOR (SELECT ALL THAT APPLY):

☐ RENT PAYMENT

*Must supply copy of lease agreement and
dates of closure or reduced operations.*

☐ PERSONAL PROTECTIVE
EQUIPMENT (PPE) AND OTHER
SUPPLIES TO ENSURE EMPLOYEE
AND CUSTOMER SAFETY

*Dates of purchase must be between 3/1/2020 –
7/31/2020. Must supply copy of itemized receipts showing
date of purchase, unit price, and # of items purchased.*

☐ EQUIPMENT RENTAL

*Must supply copy of
lease agreement.*

USE OF FUNDS:

PLEASE LIST THE AMOUNT YOU ARE REQUESTING FROM EACH OF THE CATEGORIES LISTED ABOVE:

USE	AMOUNT REQUESTED
RENT PAYMENT	\$
PPE AND OTHER SAFETY SUPPLIES	\$
EQUIPMENT RENTAL	\$
TOTAL REQUEST (NOT TO EXCEED \$5,000)	\$

By submitting this request, you represent and certify to the best of your knowledge and belief that the information you have provided, and the attachments hereto are accurate and complete. You agree to promptly inform the City of Holly Springs of any changes which may occur.

APPLICANT SIGNATURE: _____ DATE: _____

QUESTIONS? PLEASE CONTACT ERIN HONEA AT EHONEA@HOLLYSPRINGSGA.US OR 770-345-5536.



Small Business RELIEF GRANT

Memorandum of Understanding

This Memorandum of Understanding is entered into and executed by the City of Holly Springs, Georgia, hereinafter referred to as “City,” and the “Applicant” described in the Small Business Relief Grant Application attached.

All parties agree to the following:

1. The grant award shall be that which was requested in the attached Grant Application, not to exceed \$5,000.
2. Grant award shall be used for rent expenses incurred from March 1, 2020 through July 31, 2020 per attached rental agreement; allowable Personal Protective Equipment (PPE) expenses incurred between March 1, 2020 and July 31, 2020 per itemized receipt provided to the City by the Applicant; rental equipment expenses incurred from March 1, 2020 through July 31, 2020 per attached rental agreement.
3. If funding is denied by the Governor’s Office of Planning and Budget, then Applicant agrees to repay the City of Holly Springs the full grant award amount.
4. The City agrees to notify Applicant of grant award in writing no later than August 28, 2020.

APPLICANT NAME: _____

APPLICANT SIGNATURE: _____

DATE: _____

STORM EASEMENT AGREEMENT

State of Georgia
County of Cherokee

This Storm Easement Agreement (the "**Agreement**") is dated August 3rd, 2020, and is between Dana L. Weaver ("**Grantor**") and the City of Holly Springs and the Holly Springs Downtown Development Authority ("**Grantee**").

WITNESSETH

1. Subject to the terms of this Agreement, Grantor for and in consideration of the sum of **One Dollar (\$1.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, two perpetual public storm sewer easements ("**Easement 1**" and "**Easement 2**" and collectively "**Easements**") over and under the property that is located at 251 Walnut Street, Holly Springs, GA, TIN 93N00 020 and PIN 15-0342-0012 and depicted in **Exhibit "A"** attached hereto (the "**Grantor Property**"). The Easements are each twenty (20) feet wide and include the right to use up to a thirty (30) foot wide area for the construction and installation of the storm sewer line and structures as depicted in **Exhibit "B"** ("**Easement 1 Area and Improvement**") within the Grantor Property. The center line of Easement 1 will be the center line of the storm sewer line installed in the Grantor Property. Easement 2 will as be depicted and described in **Exhibit "C"** ("**Easement 2 Area**"). Grantor agrees that if the Grantee requires that the legal description of the Easement 1 be adjusted to conform to the centerline of the storm line as built, Grantor will, upon reasonable request, sign and deliver a recordable amendment to this Agreement that re-locates the Easement 1 Area to be the 20-foot wide along the centerline of the storm line.

2. The Easements are for the purpose of perpetual public storm water drainage and includes the rights to enter upon Grantor Property to inspect, maintain, replace and repair the same, as may from time to time be necessary, or whenever Grantee deems fit, with all rights, members and appurtenances to the Easements and right-of-way in anywise appertaining or belonging thereto.

3. Grantor for both itself and its heirs and assigns, agrees that all construction, digging, grubbing, clearing, filling or other earth moving or construction activities in the Easement Areas are prohibited by this Agreement.

4. Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real estate described herein and that it has good and lawful right to convey the Easements covered by this Agreement. The Easements and this Agreement run with the land and bind Grantor's heirs and assigns and inure to the benefit of Grantee and their successors and assigns. Grantee shall have the right to assign this Agreement and upon any assignment and the assignee's assumption of this Agreement, Grantee will be relieved of its obligations and liabilities under this Agreement. The person signing this Agreement warrants he or she has the authority to sign on behalf of and bind Grantor.

5. Grantee shall pay to Grantor the sum of \$1.00 upon the execution and delivery of this Agreement by Grantee and Grantor.

6. Grantor represents and warrants to Grantee that there is no security deed, mortgage, deed of trust or other security interest that encumbers the Easements, and that Grantor needs no consents or approvals to sign and deliver this Storm Easement Agreement except for _____. Grantor agrees to deliver to Grantee, together with this Storm Easement Agreement, the consent and subordination of its lender on the form in **Exhibit "D"** or Grantor agrees to obtain and deliver to Grantee all such consents within 60 days of the date of this Agreement.

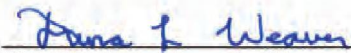
7. Upon execution of this Agreement, Grantee will pay Grantor an additional sum as mutually agreed upon as compensation for the Easements, and upon making that payment, Grantee and the Municipality will be entitled to record this Agreement and to install, inspect, maintain, use, repair, and replace the sewer line in the Grantor Property in accordance with this Agreement.

8. Grantee agrees to indemnify and hold Grantor harmless from and against loss or damage Grantor incurs, and any and all liens that may arise, as a result of Grantee's activities or the activities of Grantee's agents, representatives or designees on Grantor Property and against any and all claims for death or injury to persons or properties arising out of or connected with Grantee's (or its agents, representatives or designees) going upon Grantor Property pursuant to this Agreement, and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable attorney's fees.

9. Grantee agrees to restore the Grantor Property after the storm line is installed to as near the condition as the property existed immediately before the storm line was installed, reasonably consistent with similar storm installations and to comply with all governmental requirements.

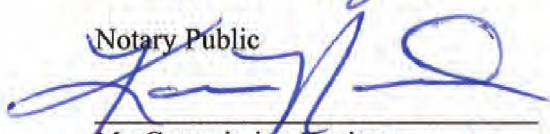
Witness my hand and seal, this 4 day of August, 2020.


Witness


GRANTOR: Dana L. Weaver

Sworn to and subscribed before me
this 4 day of Aug 2020

Notary Public


My Commission Expires:
Notary Seal 12/21/2023

Holly Springs Downtown Development Authority

By: _____

Witness

Sworn to and subscribed before me
this ____ day of ____ 2020
Notary Public

My Commission Expires:
Notary Seal

City of Holly Springs

By: _____

Witness

Sworn to and subscribed before me
this ____ day of ____ 2020
Notary Public

My Commission Expires:
Notary Seal

Exhibit "A"
Grantor Property
(attached)

LEGEND

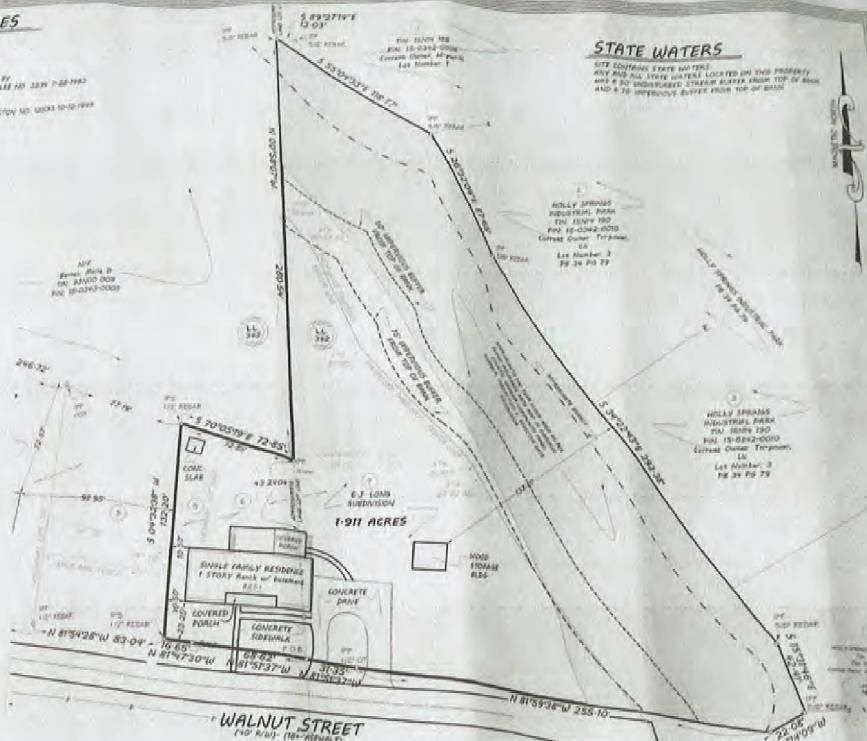
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STATE WATERS

STATE WATERS
ANY AND ALL STATE WATERS LOCATED ON THIS PROPERTY
AND A 50' UNDEVELOPED STREAM ALONG THE TOP OF ROAD
AND A 20' UNDEVELOPED STREAM ALONG THE TOP OF ROAD



SURVEY NOTES

UTILITIES SHOWN ARE LOCATIONS OF GROUND IDENTIFIABLE ITEMS. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.
THE FIELD DATA WORK ON THIS PLAT IS BASED ON A CLOSURE PRECISION OF ONE FOOT IN 2500 FEET AND AN ANGULAR ERROR OF 0.5 PER FOOT. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE COMPASS RULE. THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND TRAVEL IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 2500 FEET.
UTILITIES SHOWN ARE LOCATIONS OF GROUND IDENTIFIABLE ITEMS. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.
THIS PROPERTY IS SUBJECT TO ALL RIGHTS OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.
LENGTH AND ANGLE MEASUREMENTS WERE OBTAINED USING A SOKKA SET OVER TOTAL STATION. THE FIELDWORK WAS COMPLETED 12-10-2013 ON THE PLAT.



F.E.M.A. NOTE:

AS SHOWN ON FLOOD INSURANCE RATE MAP OF CHEROKEE COUNTY, GEORGIA COMMUNITY PANEL NUMBER 13027C 0251 C. EFFECTIVE DATE 03/28/2006, A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE.

THIS SURVEY AND ITS ENDORSEMENTS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY BAGWELL & ASSOCIATES, INC. AS LAND SURVEYORS ARE NOT USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. HAS BEEN FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES. REINVESTED NO ABSTRACT OF TITLE OR TITLE COMMITMENT. NO RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR. OTHER DOCUMENTS OR RECORDS MAY EXIST THAT WOULD AFFECT THIS PROPERTY AS WITH ANY LAND TRANSACTION A TITLE SEARCHING CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY. FOR YOU MUST CONSULT WITH A COMPETENT TITLE ATTORNEY.

REVISIONS
REV1
REV2
REV3
REV4
REV5
REV6



The Drawings, Specifications and other documents prepared by G.W.B. Bagwell & Associates, Inc. (GWB) for this Project are instruments of G.W.B. for use solely with respect to this Project and, unless otherwise provided, G.W.B. shall be deemed the author of these documents and shall retain all copyright, statutory and other reserved rights, including the copyright.

PLAT OF SURVEY FOR
JAMES M. NEAL
Lot 6 & 7 & a Portion of Lot 5 E-J Long Sub
Land Lots 343 & 342
15TH District
2nd Section
CHEROKEE COUNTY, GEORGIA
Dec 12, 2013 - Scale: 1"=40'



PROJECT
Notes: 33 N 00 000
UNIT D
PLOT 14552
THE 104000000 000
15-02-2013
PROPERTY ADDRESS
281 WALNUT ST
HOLLY SPRING, GA

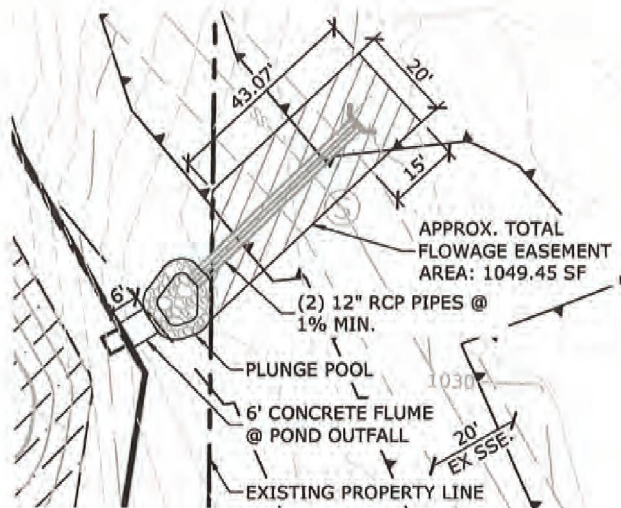
LAND SURVEYING CONSULTANTS
G.W.B. BAGWELL & ASSOCIATES, INC.
12 HIGHLAND POINTE CIRCLE WEST
DALLASVILLE GA 30534 - PHONE: (678) 777-0375

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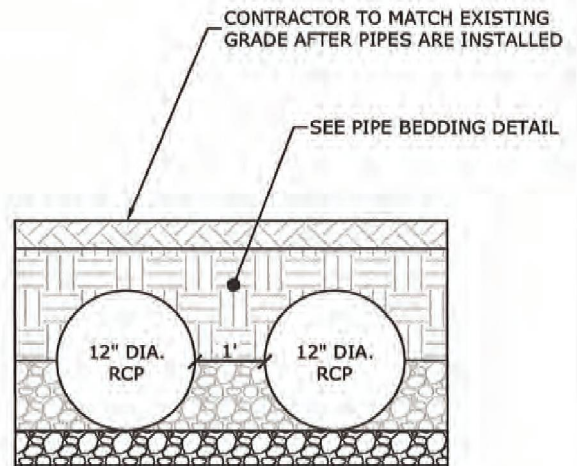
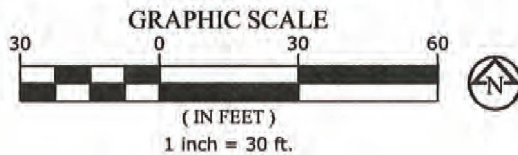
Exhibit "B"

Easement 1 Area and Improvement

(attached)



POND B1 OUTFALL PLAN VIEW



POND B1 OUTFALL SECTION VIEW

N.T.S.

Scale: 1"=30'
 Designed By: BDG
 Proj. No.: 1076-17-210
 Issue Date: 04.23.2020

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EXHIBIT A

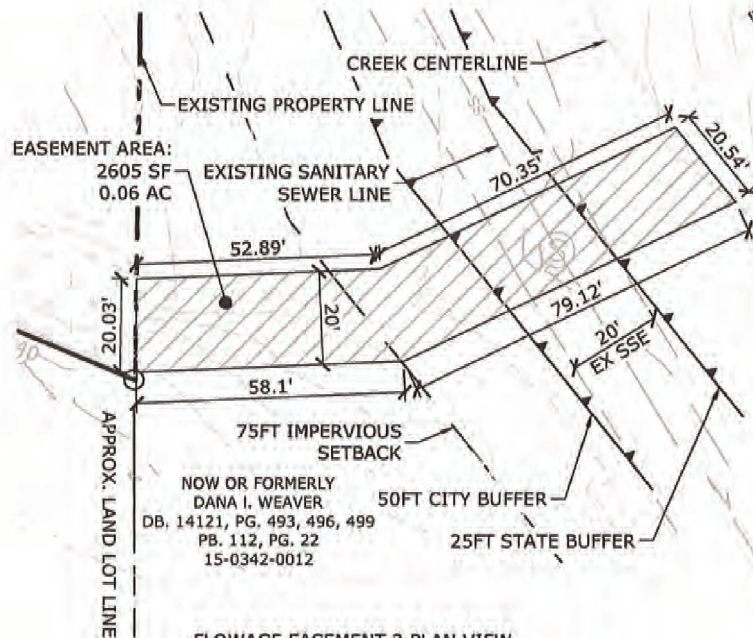
HOLLY SPRINGS MIXED-USE LDP
 POND B1 OUTFALL EXHIBIT
 LAND LOT 306 & 343, 15 DISTRICT
 CITY OF HOLLY SPRINGS, GA

HOLLY SPRINGS DOWNTOWN
 DEVELOPMENT AUTHORITY
 CHEISERJR@STONECRESTHOMESGA.COM
 24 HR CONTACT INFO: DAVID EDWARDS
 404.518.2750

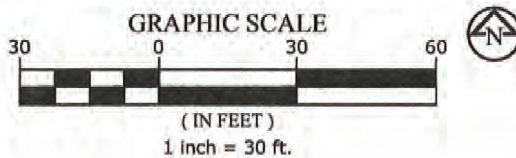
SEI
 SOUTHEASTERN ENGINEERING, INC.
 2479 Sandy Plains Road Marietta, Georgia 30066
 tel: 770-321-3936 fax: 770-321-3931
 www.seiengineering.com
 151 85 000913

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Exhibit "C"
Easement 2 Area
(attached)



FLOWAGE EASEMENT 2 PLAN VIEW



Scale: 1"=30'
Designed By: BDG
Proj. No.: 1076-17-210
Issue Date: 07.29.2020

1

EXHIBIT C

HOLLY SPRINGS MIXED-USE LDP
FLOWAGE EASEMENT EXHIBIT
LAND LOT 306 & 343, 15 DISTRICT
CITY OF HOLLY SPRINGS, GA

HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY
CHEISERJR@STONECRESTHOMESGA.COM
24 HR CONTACT INFO: DAVID EDWARDS
404.518.2750

 **SEI**
SOUTHEASTERN ENGINEERING, INC.
2410 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3956 fax: 770-321-3955
www.seengineering.com
SSI #0-300913
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Exhibit "D"

Lender Consent and Subordination

The undersigned is the holder of that certain (i) Commercial Deed to Secure Debt and Security Agreement from _____, dated _____, recorded in Deed Book _____, page _____, in the Office of the Clerk of the Superior Court of _____ County, Georgia, and (ii) Assignment of Rents and Leases from _____, dated _____, recorded in Deed Book _____, page _____, in said Clerk's Office (the "Security Instruments"). The undersigned does hereby consent to and approve the within and foregoing Easement Agreement between Dana L. Weaver, Grantor, and the City of Holly Springs and the Holly Springs Downtown Development Authority dated July, 2020 (the "Storm Easement Agreement"), to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Security Instruments in and to the "Burdened Property" in the Storm Easement Agreement shall be subject and subordinate to the Storm Easement Agreement. The undersigned hereby evidences its consent, approval, agreement and subordination by causing its duly authorized officers to execute and deliver this Consent and Subordination which is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the Burdened Property by virtue of the Security Instruments. Except for such consent and subordination, no real or personal property encumbered by the Security Instruments shall be affected hereby, and all real or personal property encumbered by the Security Instruments shall remain as security for the indebtedness secured in the Security Instruments.

Signed, sealed and delivered in the
presence of:

Witness

Notary Public

[NOTARY SEAL]

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

[BANK SEAL]

FOURTH AMENDMENT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT CONTRACT

THIS AGREEMENT is entered into as of this 29th day of June 2020, by and between City of Holly Springs of Holly Springs, Georgia (hereinafter referred to as the "Contractor") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2017, in which the Contractor agreed to perform certain services for ARC and ARC agreed to compensate the Contractor for the performance of such services, all as more fully set forth in said contract; and

WHEREAS, the parties have previously amended said contract as of 06/29/18; and 03/01/19; and 06/29/19; and

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

WHEREAS, the Workforce Investment Act was reauthorized by the United States Congress through the passage of the Workforce Innovation and Opportunity Act on July 22, 2014 resulting in changes in nomenclature.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages B-1 through B-21, dated 07/01/18, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages B-1 through B-21, dated 07/01/20, copies of which are attached hereto.
2. Pages A-1 through A-3, C-1 through C-13, D-1, E-1 through E-4 and F-1 through F-4, dated 07/01/19, are hereby deleted in their entirety, and substituted in lieu thereof are revised pages A-1 through A-3, C-1 through C-13, D-1, E-1 through E-4 and F-1 through F-4, dated 07/01/20, copies of which are attached hereto.
3. Pages C-14 and C-15, dated 07/01/20, are hereby deleted in their entirety.
4. Paragraph 3, *Time of Performance*, is hereby revised so that the third sentence shall read, "All services required hereunder shall be completed on or before June 30, 2021."

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Contractor and ARC have hereunto agreed effective as of the date first above written.

ATTEST:

CITY OF HOLLY SPRINGS

By: _____

Title: _____

ARC Contract
Number WD1814.4

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

By: _____
Chairman

CONTRACT GENERAL OVERVIEW

- I. **General:** The work to be accomplished by the Contractor is in support of the following ARC Subelements:

ARC Cost Center	Cost Center Title	FAIN Number
804CB	PY17 WIOA Out of School Youth Program	AA-30743-17-55-A-13
904CB	PY18 WIOA Out of School Youth Program	AA-32361-18-55-A-13
004CB	PY19 WIOA Out of School Youth Program	AA-33224-19-55-A-13
104CB	PY20 WIOA Out of School Youth Program	AA-34763-20-55-A-13

- II. **Area Covered:** The Contractor shall perform all the necessary services provided under this Contract within the WorkSource Atlanta Regional Area (also known as Local Workforce Development Area 07), which is comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Exhibits, or under direction by ARWDB staff.

- III. **Work and Services:** The Contractor shall do, perform and carry out in a satisfactory and proper manner as determined by ARC the following work and services:

A. **General Provisions**

The Contractor shall perform all work and services in a manner consistent with Georgia's Workforce Innovation and Opportunity Act Plan; Federal Workforce Innovation and Opportunity Act as revised or amended; Federal Final Regulations (20 CFR Part 652 and Parts 660 through 671) for the LWDA; and, any relevant ARC instructions or formal communications.

B. **Specific Provisions**

The Contractor shall do, perform and carry out the work and/or services described in Exhibits listed in the Table of Contents, attached hereto and made a part hereof.

ORGANIZATION AND SERVICES OVERVIEW

1. Contract Executor Information

#	Request	Response
1	Service Provider (Legal Name)	City of Holly Springs/ Cherokee FOCUS
2	Contract Executor Name & Title	Robert Logan City Manager/Finance Director
3	Physical Address	3237 Holly Springs Parkway Holly Springs, GA. 30115
4	Billing Address	City of Holly Springs P.O. Box 990 Holly Springs, GA 30142
5	Telephone Number	(770) 345-5536
6	Fax Number	770-345-0209
7	Email Address	rlogan@hollysprings.ga.us

2. Federal & State Requirement

#	Request	Response
1	Federal Tax ID Number	58-1051551
2	GA Unemployment Insurance Number	140283-03
3	GA Withholding Tax Number	N/A – Municipality
4	Business License Number & County	N/A
5	E-Verify ID Number	104949
6	Minority/Woman Owned	☐ Yes ☒ No
7	Organization Type	☐ Non-Profit ☐ For-Profit ☐ Educational ☒ Public

3. Contract Information

#	Request	Response
1	Contract Type	Cost Reimbursement
2	Contract Begin & End Date	07/01/2020 – 06/30/2021 <i>Annual “Contract” extension until June 30, 2021. Extension is contingent upon funding availability and Contractor’s performance.</i>
3	Project Population	Out-of-School Youth (OSY)
4	Project Schedule (Begin & End Time)	Monday – Friday, 9:00am – 5:00pm
5	Holidays & Leave Schedule	• Friday, 7/3/2020 • Monday, 9/7/2020 • Wednesday, 11/11/2020 • Thursday, 11/26/2020 • Friday, 11/27/2020 • Thursday, 12/24/2020 • Friday, 12/25/2020 • Thursday, 12/31/2020 • Friday, 1/1/2021 • Monday, 1/18/2021 • Monday, 2/15/2021 • Friday, 4/2/2021 • Monday, 5/31/2021
6	Project Contact Person Name & Title	Sonia Carruthers Director/CEO
7	Client Services Location	Cherokee FOCUS 100 Hickory Circle Holly Springs, GA 30142
8	Telephone Number	(770) 345-5483
9	Fax Number	770-704-9297
10	Email Address	Sonia@Cherokeefocus.org

SCOPE OF SERVICES

1. GENERAL

The Contractor agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services and requirements set herein. In the event, there is a conflict, the terms of this Contract shall control. The Contractor shall provide youth services as required per Workforce Innovative and Opportunity Act (WIOA) law, WIOA rules and regulations, the State, Atlanta Regional Commission (ARC), WorkSource Atlanta Regional and WorkSource Atlanta Regional NextGen Program policies and procedures (to include future amendments). The Contractor assures that they shall refer to the following three (3) Training and Employment Guidance Letters (TEGL) to provide additional guidance in designing of program, current/future planning and providing services:

1. **TEGL 23-14** (*WIOA Youth Program Transition*) – Issued March 26, 2015
2. **TEGL 08-15** (*Second WIOA Title I Youth Program Transition Guidance*) – Issued November 17, 2015
3. **TEGL 21-16** (*Third WIOA Title I Youth Formula Program Guidance*) – Issued March 02, 2017

Though services are operated, monitored and overseen by WorkSource Atlanta Regional (unified Statewide branding designation), Atlanta Regional Workforce Development Board (WIOA mandated Board) and WorkSource Atlanta Regional NextGen Program (provides local youth services), all contracts are executed by ARC as the fiscal agent for WIOA funds.

2. WORKFORCE DEVELOPMENT SERVICE AREA

The Contractor shall perform all the necessary services provided under this Contract within WorkSource Atlanta Regional (Atlanta Regional Workforce Development Board (ARWDB)) also known as Local Workforce Development Area #7 (LWDA)) service areas, which are comprised of Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett, and Rockdale Counties. The specific geographic focus area for Contractor services may be further defined within this Contract, Attachments, or under direction by ARWDB staff.

3. KEY CONTRACT PURPOSES/OUTCOMES & PROGRAM PERFORMANCE

ARC and Contractor have entered a Contract for the operation of the WIOA Out-of-School youth (OSY) services. Contractor acknowledges and agrees that the operation to provide comprehensive workforce services to WIOA eligible OSY, ages 16-24 years old in **Name of County**, will be performed at the service delivery location (activity site) indicated on

“Exhibit A – Organization and Services Overview”. It is the intent of this Contract to outline and assure that the Contractor provides a career pathway model that addresses both education and workforce development strategies (summarized as “CEE” – Credential, Employment and/or Education) to prepare youth for long-term successes in a high demand career. Contractor shall operate the OSY program in a manner consistent with the overall concept of WIOA Youth Programs, WorkSource Atlanta Regional NextGen Program and in accordance with all the terms and conditions of this Contract.

4. **DOCUMENT(S) INCORPORATED INTO CONTRACT**

The document referred to as **“Exhibit C – Program Design”** will be incorporated into this WIOA Youth Contract. The Contractor’s Program Design shall detail information related to the Contractor’s service delivery methodologies and strategies. The Contractor assures that the Program Design shall not conflict with and shall adhere and operate in accordance with every provision as outlined herein. Detailed information related to this document is included in the Program Design section below.

5. **WIOA FOURTEEN REQUIRED ELEMENTS OF YOUTH SERVICES**

The Contractor shall assure that the following WIOA Fourteen (14) Required Elements of Youth Services are available to all participants enrolled in the WIOA Youth Program. The services may be provided by the Contractor, or by community partner(s) or hybrid (by both). Section 129(c) (1) of WIOA requires that Youth Contractor’s design framework for youth programs must include the fourteen elements of youth services as indicated in the following three core areas:

1. Education & Training:

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved;
4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

5. Activities that help youth prepare for and transition to post-secondary education and training.

2. Employment & Economic Development:

6. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - Summer employment opportunities and other employment opportunities available through the school year;
 - Pre-apprenticeship programs;
 - Internships and job shadowing; and
 - On-the-job training (OJT) opportunities;
7. Entrepreneurial skills training;
8. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;

3. Personal & Community Development:

9. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
10. Supportive services;
11. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
12. Follow-up services for not less than 12 months after the completion of participation;
13. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth; and
14. Financial literacy education.

The Contractor assures that they will refer to TEGL 21-16 for a complete description of each service element indicated above.

6. PROGRAM DESIGN

The Contractor's Program Design document for program year 2018 (PY18) as referred above, shall be incorporated in this WIOA Youth Contract. Contractor shall notify ARC of any Program Design changes that may occur during the PY. Program Design must conform to WIOA and meet the requirements of WIOA sec. 129 (c), the State policy, and WorkSource Atlanta Regional NextGen Program policies and procedures. Program Design shall include the following components:

- a) An operational plan which identifies and outlines how access to all fourteen required service elements will be made available to participants.
- b) Access to the fourteen required service elements and shall identify which of the elements will be provided by the Contractor, or by community partner(s), or hybrid. If a service element is provided by access to another organization or community resource, the Contractor shall have an agreement in the form of a Memorandum of Understanding (MOU) or a Contract with said organization or community resource.
- c) Identify the expected performance outcomes for the Program Design elements and anticipated areas of improvement. This will also incorporate the Contractor's "Best Practices". The Contractor must indicate how they will track and evaluate the accessibility and success of the service element design and service delivery.
- d) Identify the Contractor's strategy to increase enrollment, access to services, and successful outcomes for the NextGen Program's target youth population: (English language learners (ELL) (e.g. Spanish, Asian-based languages, etc.) – English as a second language (ESL), individuals with disabilities, foster youth, school dropouts and individuals who were or are currently involved in the Justice System (Juvenile/Adult System)).
- e) An objective assessment of the academic and occupational skill levels and service needs of each participant for the purpose of identifying appropriate services and career pathways and for developing a Service Plan.
- f) Identify innovative experiences that help youth gain marketable skills.
- g) Identify strategy that assist and inspire youth through work-based learning experiences.

- h) Identify training opportunities that leads to a recognized credential.
- i) Connect youth to education and career choices.
- j) Link youth to labor market information and demand.
- k) Identify a holistic approach to serving youth that also encompasses personal and social development.
- l) Identify and develop appropriate linkages and formalize collaborative relationships with other entities possessing expertise and resources relevant to the needs of youth being served.
- m) Identify the process to refer for further assessment as necessary and to appropriate programs that have the capacity to serve youth applicants who do not meet WIOA and the Contractor's enrollment requirements.

7. **RECRUITMENT**

The Contractor shall be responsible for recruitment of youth to enroll in the WIOA Youth Program. Contractor will receive funding to provide services to youth who reside in **Name of County**. To serve youth who reside outside of the Contractor's service location (area), Contractor must receive prior approval from ARC before they enroll the participant in the WIOA Youth Program. To serve youth who reside outside of ARC service areas (7-counties), approval must be granted to ARC by the Local Workforce Development Area (LWDA) that serves the County which the youth resides in.

8. **ORIENTATION**

The Contractor shall provide orientation to each applicant. This includes information on the array of services that are available through the Contractor and the community (if required). In addition, youth should be given information on other funded WIOA providers, including the Career Resource Centers (CRC) and affiliate partners (such as Vocational Rehabilitation, Adult Literacy Education, and Technical College and University). Orientation may occur over an extended period.

9. **CERTIFICATION OF PROGRAM ELIGIBILITY**

Certification of eligibility for any WIOA-funded programs must be completed prior to enrollment in the WIOA Youth Program. The Contractor shall be responsible for WIOA eligibility certification, and for conducting the most appropriate assessments to determine program placement and services to be provided during program enrollment/participation. ELL/ and individuals with disabilities will be provided the necessary support during these

activities. The Contractor will follow WIOA guidelines and instructions as provided by the State and ARC.

Intake – The Contractor shall assure that a WorkSource Atlanta Regional NextGen Program Intake Checklist will be completed for each participant to ensure that files contain complete information, documents and forms. Documents collected during the intake process shall be kept and maintained in a complete individual paper file.

Initial Assessments – The Contractor shall assure that each applicant be provided with an objective assessment in a variety of areas to review and determine educational skill levels, occupational skills, prior employment (work experience), employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessments can be used in lieu of additional assessments. The goal is to accurately evaluate the youth to develop an appropriate and individualized Service Plan. The following tests are the approved testing instrument (paper and/or online) used to determine the youth basic skills level in Reading and Math, as well as to conduct the pre-and post-tests required for the “In Program Skills Gain” performance measure.

- Tests for Adult Basic Education (TABE 9/10);
- Tests for Adult Basic Education (TABE Survey 9/10)

Assessment is key in determining program suitability, program placement and services to be provided while enrolled in the WIOA Youth Program.

Eligibility Requirements – OSY must meet the following requirement established by the WIOA Youth Program:

Must meet all three (3) requirements:

1. Not younger than 16 and not older than 24 years at the time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program;
2. Not attending school (as defined by State law as a public, private or home study program that meets requirements under O.C.G.A §20-2-690). Youth enrolled in an adult education program provided under Title II of WIOA, YouthBuild programs, and Job Corps programs are considered OSY; and
3. One or more of the following:
 - A school dropout, as defined by the state (a youth attending an alternative school at the time of enrollment is not a considered a dropout);

- Within the age of compulsory school attendance (ages 6–18), but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how the local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar quarters;
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either:
 - a) Basic skills deficient (8.9 grade level or below); or
 - b) An English language learner;
- An Offender (subject to the juvenile or adult justice system);
- A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 1403 e-2(6)), a homeless child or youth aged 16 to 24 (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434A(2)), a runaway;
- An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under §477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- An individual pregnant or parenting;
- An individual with a disability; or
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

For those circumstances where income is used to determine eligibility, if a youth is determined over-income, youth may be eligible only under the five percent (5%) over-income limited exception. If the 5% exception is required, Contractor must receive prior approval from ARC before they enroll the applicant in the WIOA Youth Program.

10. **REFERRAL & COORDINATION**

The Contractor shall use its own formal referral process to provide optimal service to the youth community. The Contractor shall collaborate with other non-WIOA service programs for youth, and may jointly enroll participants in activities that enhance, re-enforce or extend services. Joint services are expected to provide youth certain of the WIOA fourteen required service elements that are appropriate for each youth. The

Contractor shall coordinate its activities with other WorkSource Atlanta Regional Service Providers (such as other youth Contractors, the CRC and its affiliate partners). Youth referred to the Contractor from other agencies may be advised jointly by the referring agency and the Contractor throughout their participation in education, training and job placement.

Referral for those enrolled in WIOA Youth Program – The Contractor shall be responsible for making partner connections to leverage resources in the form of staff, funds for training, wages, operational needs related to training space/equipment, etc. If the Contractor does not directly provide one or more of the fourteen required service elements, they must have a process to make seamless referrals to the appropriate community partners who can provide such services to address the participant’s needs.

Referral for those not enrolled in WIOA Youth Program – The Contractor shall assure that any eligible or non-eligible youth who are not enrolled in WIOA services be provided referral information regarding the full array of applicable or appropriate services available through other community organizations and other local programs including the CRC and its affiliate partners. In addition, youth should be given referrals for further assessment if determined appropriate. Contractors are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers to meet the individual needs of all youth.

Coordination – The Contractor shall actively participate in appropriate community and State-led comprehensive youth development strategies and activities when needed. The Contractor shall also actively participate in special WIOA-related projects when those are made available or requested by the Technical College System of Georgia, Office of Workforce Development (TCSG, OWD) or the United States Department of Labor (USDOL), based on the USDOL’s “Strategic Plan” (website: <https://www.dol.gov/sites/default/files/StrategicPlan2014-2018.pdf>), and other subsequent directives announcing priority strategies and service directions. As practical, activities will align with and reinforce the Governor’s strategic directions and the WIOA State Plan, as well as the WorkSource Atlanta Regional Local Plan. Also, the Contractor is expected to participate in activities coordinated by the CRC to support or enhance the services provided to the youth.

11. **SUBCONTRACTING**

The Contractor may subcontract with others to expand and provide youth services and deliver the most comprehensive program. The Contractor shall assure that all subcontractors meet the requirements to provide youth services. If subcontracting is made a part of the Program Design and service delivery strategy/methodology, the Contractor agrees to enter into a written agreement with all subcontractors and to provide copies of all subcontracting agreements to ARC upon request.

Non-Financial Agreements – The Contractor shall enter into a Memorandum of Understanding (MOU) and provide a copy of the MOU to ARC for record keeping purposes.

Financial Contracts – The Contractor shall procure and negotiate contracts with subcontractors that meets all WIOA and ARC rules and regulations.

The Contractor shall monitor the performance of all subcontractors and shall remain responsible to ARC for the performance of any subcontractor. In the event where a breach of provision occurs with the Contractor and the subcontractor, the Contractor further agrees to notify ARC on the action steps taken to mitigate said breach.

12. **PARTICIPANT SERVICE PLANNING**

Ongoing Plan – The Contractor shall conduct appropriate, necessary, and in-depth participant assessment for service delivery. Individualized project activity plans, or a participant Service Plan (Individual Employment Plan (IEP)/ Individual Service Strategy (ISS)/ Individual Service Plan (ISP)) will be developed for each participant. The Service Plan must be developed and agreed upon by the Contractor's staff and the participant. The Service Plan must have a youth-centered approach that helps each youth set personal, academic and career goals. The Contractor shall ensure that the Service Plan is used to guide the specific service delivery strategies and activities offered to individual youth. The Service Plan must directly link to one or more performance indicators, identify career pathways that include education and employment goals, objectives and services, list appropriate achievement objectives, and identify appropriate planned services. The Service Plan shall also indicate which of the WIOA fourteen required elements of services will be provided and by what organization, and whether or not each element is appropriate or needed. The Contractor shall ensure that the initial Service Plan be completed and signed within one month (30 days) of WIOA Youth Program enrollment and be recorded in the Statewide case management system known as WorkSource GA Portal (also called Virtual One-Stop). At least once every two (2) months there will be a review and update of the Service Plans. The Service Plans will be maintained in each participant file and updates will be reviewed, agreed to or revised, and signed by both parties. Review/update will also be recorded in WorkSource GA Portal/VOS. The Contractor assures that Service Plans will be up-to-date, and will address current activities and goals, as well as challenges and opportunities.

Exit Plan – At the end of WIOA youth services, the Contractor shall ensure that an Exit Plan (including a youth Career Future Plan) to outline and describe next steps, expectations, and supportive service needs (if required) during the WIOA exit period (one year of youth follow-up services) are developed and discussed with the youth.

13. **SUPPORTIVE SERVICES**

The Contractor shall ensure compliance with and be guided by current WIOA and WorkSource Atlanta Regional policies for supportive services. For participants, these services are to be individualized to a large extent. The Contractor shall provide supportive services from the Contract budget and will also be developed using non-WIOA resources as part of the participant's Service Plan.

- ❖ **Incentives** will be included as part of the supportive services offered to a participant. The Contractor shall refer to WorkSource Atlanta Regional NextGen Program "Incentive Policy" for directives and guidance related to issuing incentives.

The Contract shall ensure that complete records are maintained for all WIOA funded supportive services made to participants and documentation are kept indicating receipt of the supportive services by the youth recipient. The Contractor shall maintain other records as may be required by ARC.

14. **EMPLOYER CONNECTIONS**

The Contractor shall ensure the development of strong and sustainable connections to employers. Such connections are essential in the creation of a system of employers that can effectively assist participants to become highly skilled and employable. These connections should lead to placements in employment or continuing education, as well as meaningful exposure to the world of work with resultant measurable skill increases. These may be described as work-based learning experiences, which are structured, supervised, contextual world-of-work experiences, with documented learning outcomes—that take place in the context of actual work environments, link to learning outcomes, developed with employer involvement and input, align with industry-specific skill standards and competencies, and are based upon labor market information.

15. **WORK EXPERIENCE/WORK-BASED LEARNING (SHORT-TERM)**

The Contractor shall ensure compliance with and be guided by current WIOA and WorkSource Atlanta Regional NextGen Program policies for Work Experience (WEx) services. The Contractor shall provide and effectively manage a variety of components related to WEx, such as employability skills training, job skills instruction directly related to employment, wrap-around services (to include case management, supportive services, monitoring and mentoring), job readiness and employment services, and job retention and reemployment services directly related to employment. WEx must be a planned and structured learning experience that takes place in a workplace for a limited period of time with an academic and occupational education component, where participants are provided with opportunities for career exploration, skill development, and work ethics reinforcement

and not exclusively to benefit the employer. The Contractor shall ensure that WEx is appropriate as indicated with the assessment results, Service Plan (short and long-term goals, and objectives), and participants are matched with worksites that will provide them with the skills, training and knowledge needed. The Contract acknowledges that WEx can be unpaid or paid.

Unpaid WEx – Activities that are designed to allow participants to upgrade their work skills in a non-paid work position. The work assignment is determined by the participant's occupational goal and provide participants with an opportunity for work acculturation and basic occupational skills acquisition. This is beneficial for those participants who have sporadic employment history or limited marketable skills. An example of unpaid WEx is Job Shadowing.

Paid WEx – Activities that allow participants to upgrade their job skills in a paid work position. Participants receive at a minimum the hourly wage based on Georgia minimum wage standards for the assigned hours they work at their assigned worksite. The work assignment is determined by the participant's occupational goal and provide participants with an opportunity for work acculturation and basic occupational skills acquisition. This is beneficial for those youth who have sporadic employment history or limited marketable skills. The Contractor assures compliance with the following WIOA work restrictions:

- Participants must not be assigned to work that otherwise would not have been done by existing employees at the worksites.
- Placement must not result in reduction of existing employees working hours or infringement of promotional opportunities.
- Placement must not result in termination or displacement of existing employees of the worksites.

The Contract shall ensure that the following unpaid and paid WEx be made available to participants throughout the PY:

1. **Summer Employment (and other employment opportunities available throughout the school year)** – Employment placement that typically occurs after the last day of school for summer break and ends before school resumes for the following semester.
2. **Pre-apprenticeship Programs** – A preparatory program that prepares participants who want to begin an apprenticeship for certain industry and trade. It is *“designed to prepare individuals to enter and succeed in Registered Apprenticeship programs. These programs have a documented partnership with at least one Registered Apprenticeship program sponsor and together, they expand the participant's career pathway opportunities with industry-based training coupled*

with classroom instruction.” The pre-apprenticeship must be sponsored by one of the Registered Apprenticeship programs indicated on the Eligible Training Provider List (ETPL).

3. **Internships and Job Shadowing** – These two activities both offer the individuals exposure to employers and the working environments. They must be supervised, emphasize learning and professional development, and include an evaluative component for both the employer and the individual. Program differences are distinguished below:
 - a) Internships – Can be paid or unpaid, the activity can last from one week up to sixteen (16) weeks and must offer career related learning opportunities and experiences. It cannot be routine or repetitive tasks unrelated to identified learning goals.
 - ❖ Contractor must receive prior approval from ARC if plans to extend a participant’s WEx beyond sixteen weeks. This WEx period does not apply for those youth who begin WEx with less than sixteen weeks remaining in the Contract period.
 - b) Job Shadowing – Enables an individual to spend some time observing a professional on the job, which can last from one day up to one week.
4. **On-the-Job (OJT) Training** – *“Provides reimbursements to employers to help compensate for the costs associated with skills upgrade training and loss of production for newly hired employees. OJT can assist employers who are looking to expand their business and need additional staff trained with specialized skills. OJT employers may receive reimbursement of 50% or 75% of the wage rate of OJT trainees.”* OJT benefits the employees (youth participants) by providing an opportunity to “earn while they learn” in a hands-on environment, acquire job and career advancement skills, and provides an opportunity for long-term employment.
 - All OJT opportunities must be approved and directed by ARC. OJT funds are reserved at ARC and not allocated to the Contractor.

Funds – The Contractor acknowledges that to provide paid WEx opportunities, the organization must have the capacity to be “Employer of Record”, whether directly provided or through partnership with an agency or an employer who will serve as “Employer of Record”. The Employer of Record must adhere to all child labor laws regarding hours of employment, working conditions, etc. A minimum of sixty percent (60%) of the WEx funding must be allocated to participants’ wages and a maximum of forty percent (40%) to staff who are directly working with the WEx Program as well as other related WEx costs. Contractor may elect to allocate more than 60% funding towards participant wages. The

same WEx funding allocation requirements of 60/40% applies to all “Employer of Record” partnerships.

- ❖ **NOTE:** The 60/40% requirements do not apply to OJT, as those opportunities are paid with funds reserved by ARC.

The Contractor assures that no certificate training costs will be allocated to the WEx budget. Also, the Contractor assures compliance with WEx funding requirements as set forth in the Training and Employment Guidance Letter (TEGL) 21-16, issued on March 2, 2017.

WEx after WIOA Exit – Subsidized WEx is not available for participants who have exited (in Follow-up) the WIOA Youth Program.

16. EMPLOYMENT PLACEMENT (LONG-TERM)

The Contractor assures that job search activities which lead to long-term unsubsidized (non-WIOA funds) employment are provided to participants who obtain a credential (high school diploma, GED, occupational certificate, other WIOA recognized credential).

After employment placement, the Contract shall assist participants with job retention and re-employment services (for those youth who lose their employment during the twelve-months follow-up period). The Contractor assures that follow-up services will be provided as needed to assist participants with overcoming problems or issues that may arise and to ensure further progress toward long-term employment that leads to self-sufficiency.

17. OCCUPATIONAL SKILLS TRAINING

The Contractor shall assure that occupational skills training is provided to appropriate participants, and may be funded by a variety of sources, including WIOA when limited funds are available. Where limited WIOA youth funds are available, the participants may have an opportunity to concurrently co-enroll in both the Youth and Adult Programs. In cases where co-enrollment seems most appropriate, the Contractor must receive approval from ARC prior to making a commitment to the participant and/or initiating the enrollment process. If funded by WIOA, training placement will be into schools on the Eligible Training Provider List (ETPL) (there may be very limited exceptions – only with prior approval from ARC) with completion of the Individual Training Account (ITA) documentation required to participate in the training.

18. CLIENT MANAGEMENT & TRACKING

The Contractor shall utilize the statewide case management system WorkSource GA Portal/VOS to manage and track all participants enrolled in WIOA services. Individual participant’s data such as initial/ongoing assessments, eligibility certification, ongoing

services/activities, counseling notes (c-notes), Service Plans, performance outcomes, etc. must be entered in WorkSource GA Portal/VOS.

Youth registered in WorkSource GA Portal/VOS and enrolled in the WIOA Youth Program becomes the Contractor's participant from service delivery through exit and follow-up, and will be included in the Contractor's performance outcome measurements (there are a few narrow and specific exceptions). This also includes those youth who decide to remove themselves from program participation and/or who move from the service area.

The Contractor shall maintain ongoing contact with and provide continuing services for all active WIOA participants. During active participation, all services provided will be required to be documented in WorkSource GA Portal/VOS at a minimum of every thirty (30) days, or once a calendar month in the form of a counseling note (c-note). C-notes regarding services provided and other related information must be up-to-date, appropriate, complete, addressing any important challenges (including actions/steps taken to address the challenges) and opportunities. Client/case management and tracking will assure that WIOA requirement of providing a service every ninety (90) days is met. If Contractor is unable to maintain contact with and provide services to the participants (as defined by WIOA service requirement period), Contractor must have a policy or procedure documenting the steps to exhaust all resources to re-connect and provide services to the participants as well as the internal process the Contractor's staff will undertake to exit the participant from the WIOA Youth Program. After exit, follow-up contact and services, if appropriate, shall be provided at least once every ninety (90) days, or calendar quarter, for one year (twelve months) after exit. The WorkSource GA Portal/VOS Follow-up screen will be used to document this service in a concise manner. Timely data collection and data entry must be conducted on a continuous basis. ARC will conduct ongoing monitoring to evaluate Contractor's use of WorkSource GA Portal/VOS.

19. **MONITORING**

Monitoring of files, program, and services shall be conducted to ensure continuous program and service improvement.

ARC – The Contractor's program and services will be monitored by the ARC NextGen Program Quality Assurance and Compliance staff, the NextGen Committee, and ARWDB. Monitoring may be conducted at the Contractor's service delivery location, community partner location, employer locations, by telephone and/or electronic (desk review). The Monitoring Team shall conduct monitoring related to performance outcome tracking, quality review of the services provided by the Contractor pursuant to this Contract, and/or conducting any other requisite and/or desired program and/or service reviews of the Contractor. The Contractor agrees to the following:

- The Contractor shall provide to ARC, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services as described in this Contract.
- The Contractor agrees that ARC has the right to make recommendations and findings in connection with any financial or programmatic monitoring or review of the Contractor's operations.
- The Contractor shall be provided with a written report of the monitoring outcome. The monitoring report may contain observations, evaluations, suggestions and/or specific directions for corrective action and/or future preventive action by the Contractor. The Contractor agrees to comply with any corrective actions and/or future preventive actions specified by ARC within the time limits established in the monitoring report. A failure of the Contractor to comply with the specific directions outlined in the monitoring report will be treated as a breach of this Contract.
- The Contractor agrees that any authorized employee or representative of ARC, the State or Federal government shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor to monitor or review any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall make all books, records, and documents that relate to their activities under this Contract available for monitoring and review upon request.
- The Contractor shall ensure the cooperation of its employees, officers, board members, Committee members and subcontractors in any monitoring or review.

State & Federal – In addition to ARC's monitoring, the State and Federal government may, at its discretion, conduct a separate monitoring of funds and services provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor. The Contractor shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant monitoring requirements.

Contractor – Contractor shall conduct monitoring and review of its funds, program, services (to include WEx worksites) and subcontracts on a continuous basis. Contractor shall have a process in place to demonstrate that monitoring is being conducted. Contractor shall contact ARC for any technical assistance or tools required to ensure a successful monitoring process and outcomes.

20. **PERFORMANCE & MANAGEMENT SANCTIONS**

The Contractor shall ensure that all services provided under this Contract be performed to ARC's satisfaction, as determined in accordance with all applicable Federal, State, and WorkSource Atlanta Regional, WorkSource Atlanta Regional NextGen Program's City of Holly Springs/CFOCUS

Performance Measures, Objectives, Goals and all other applicable service standards and specifications set forth in the Contract. Contract performance measures and objectives are established to guide the outcome of the services provided as outlined in “**Exhibit D – Goals & Performance Measures**” and further described in “**Exhibit E – Performance Measures/Objectives**”.

To satisfactorily meet the applicable requirements, the Contractor must conclude each respective quarter within a PY with a “Meet” or “Exceed” on the following four (4) performance indicators set forth in “**Exhibit D**”:

1. **General Services - Expenditures & Participants to Serve ("Real-Time")** – Must meet at a minimum the total number of active participants to serve in the PY, new participant enrollment numbers, and target population guidelines percentage indicated.
2. **Work Experience (WEx) Services – Expenditures & Participants to Serve ("Real-Time")** – Must meet at a minimum the total number of active participants to serve in the PY indicated.

❖ **NOTE:** Three unpaid WEx placements is equivalent to one paid WEx placement.

3. **Performance Measures – WIOA ("Lag-Time") & Outcome at EOS/Exit ("Stand-In")** – Must meet at a minimum the performance measures percentage and wage indicated.
4. **Case Management Performance Measures ("Real-Time")** – Must meet at a minimum the performance measures percentage indicated.

The Contractor may be subjected to the following sanctions if they fail to “Meet” the four performance indicators set forth in “**Exhibit D**”, being inconsistent with the overall Contract requirements and/or for performing in a manner that is in violation of any Federal and/or State statute, ordinance, rules or regulations.

- A. **Placed on Program Probation** – If outcome results in this sanction, the Contractor shall be placed on probation for forty-five (45) days to conduct corrective actions. During this period, the Contractor may not conduct new participant recruitment (which may result in not meeting the overall recruitment expectation for the PY) and/or may result in hold of reimbursements until after the probation period or the corrective actions have been completed and deemed satisfactory by ARC.
- B. **Deduction of Approved Budget** – If outcome results in this sanction, the Contractor shall receive a reduced budget consistent with the failure to meet applicable performance measures/goals.

- **Recapture & Reallocation of Funds (General & Work Experience)** – If the Contractor does not meet the requirements as indicated on “**Exhibit D**”, ARC reserves the right to recapture and reallocate the Contract funds to be used at ARC’s discretion.
- ❖ For “**Work Experience (WEx) Services – Expenditures & Participants to Serve ("Real-Time")**” performance, if the Contractor does not meet the requirements for two consecutive years, the Contractor may not receive WEx funds for the remainder of the RFP Award period.

C. **Cancellation of WIOA Youth Program Contract** – If outcome results in this sanction, the Contract may be terminated as allowable in this Contract. The Contractor will have an opportunity to apply for the next Request for Proposal (RFP) issued by ARC.

For a successful performance outcome, the Contractor must achieve an overall “Meet” rating for all four performance indicators stated herein. For the first infraction of “Not Meet” in any of the performance outcomes in the PY, the Contractor will be provided additional guidance and technical assistance from ARC. If a “Not Meet” occurs a second time in the PY, ARC, at its sole discretion, may impose the appropriate sanction as described above. The Contractor may appeal the decision to impose a sanction to the WorkSource Atlanta Regional NextGen Committee Chair, who will present the case to the ARWDB Executive Committee for final decision.

21. **REPORTING & RECORD-KEEPING**

To ensure fiscal accountability, effectiveness and efficiency of services provided, the Contractor shall keep sufficient reports and records, including books of account and other documents related to the Contract, written and computerized, and shall cooperate with ARC-to permit the tracking of services provided and the tracing of funds expended.

The Contractor shall submit any required participant status information to ARC in a timely manner with necessary explanations. Contractor staff shall keep participants records accurate and up-to-date in WorkSource GA Portal/VOS, and in paper files that are kept for each participant at the Contractor’s physical location. All case management (to include eligibility certification documents and records) and performance goals and measures will be documented, both pre- and post. The Contractor assures that WorkSource GA Portal/VOS data entry and required forms will be timely, accurate, and complete (this includes documents and verification for service delivery, attainment, End-of-Service/Exit, etc.). The Contractor shall follow procedures required by ARC for reporting accomplishment of WIOA performance measures and other contract goals.

Maintenance of Records – All records shall be retained by the Contractor as outlined on

Paragraph 19 *Maintenance of Records* of the Contract. Records shall not be removed or destroyed without the written consent of ARC.

Access to Records – The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidentiary information pertaining to all costs incurred under this Contract. For inspection by the ARC, State, and/or Federal agencies, the Contractor shall make such materials available at their respective offices at all reasonable times during this Contract and for three years from the date of final payment under this Contract.

22. **TECHNOLOGY REQUIREMENT**

The Contract shall assure that the following technology software and tools are available and accessible to staff and participants:

- Internet connectivity.
- Internet browser capability (Internet Explorer, Mozilla Firefox, Safari, Chrome, etc.).
- Microsoft Office Suite (particularly Word).
- Adobe Acrobat Reader (updated version).
- Antivirus software.

23. **INVENTORY REQUIREMENT**

Equipment – The Contractor shall keep up to date inventory lists for all materials and equipment purchased with WIOA funds having an aggregated cost of \$3,500. These must be used principally by WIOA participants. Equipment purchased with WIOA funds remains the property of ARC/WorkSource Atlanta Regional. Furthermore, the Contractor shall adhere to the equipment requirements as outlined in Paragraph 20, *Property* of the Contract.

Training Supplies – The Contractor shall inventory and keep up to date inventory lists for all instructional materials purchased with WIOA funds. These must be used principally by WIOA participants.

24. **START-UP IMPLEMENTATION PERIOD**

A Contractor new to ARC's services and programs may be provided with a three (3)-months start-up implementation period, if requested by the Contractor and approved by ARC. If a Contractor inherits youth from previous PY/contracts, the Contractor shall assure

that some components of the fourteen youth elements of services and activities shall be made available (whether through the Contractor, community partner, or hybrid) to those participants, with plans for full service/activities implementation effective on the first day subsequent to the three-months implementation period. During this period, the Contractor shall provide ARC with a strategic plan which outlines their fully implemented program service delivery model.

25. ADMINISTRATIVE & MANAGEMENT SYSTEM

The Contractor is fully responsible for all aspects, activities and responsibilities of the project and the Contract. Contractor shall develop and maintain administrative and management staff and systems necessary and appropriate to meet the Contract's obligations. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies or procedures that are necessary to operate the program. These administrative and management systems, policies and/or controls must, in ARC's sole discretion, meet ARC standards. The Contractor shall immediately inform ARC of any changes to the administrative and management systems, policies and/or controls that may affect the services, operation and/or performance of the program.

26. PROGRAM STAFFING PLANS

The Contractor shall provide sufficient staff to carry out the purposes of this WIOA Youth Contract. The Contractor shall provide Job Descriptions for positions agreed to by ARC and the Contractor. The Contractor shall ensure that staff positions funded by this WIOA Youth Contract are reasonable and support the delivery of program services described herein. The Contractor shall prepare and provide to ARC a Program Staffing Plan. The Contractor shall assure that any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure or in response to corrective action, be addressed in an expeditious manner to avoid disruption of program services. The Contractor shall notify ARC within two (2) weeks of any program staff vacancy or any staffing changes that could affect operations, delivery of services, performance and budget. Also, the Contractor shall ensure the following:

- Continue to operate under the philosophy of leveraging funds from partners to sustain operations, and maximize the number of personnel serving participants while reducing non-personnel costs to those which are essential.
- Be committed to meet the needs of the community by hiring skilled professionals (staff) who are culturally competent and who work well with and understand the demographic base for the OSY WIOA Youth Program.
- Staff is available to serve and address the needs of the youth.

27. **RESOURCE LEVERAGING & SUSTAINABILITY**

The Contractor assures that they will incorporate sustainability strategies in their operational plans to ensure that a continuation of WIOA services are provided to participants in the event the WIOA Youth Program funding is delayed, there is a reduction in funding allocation, or other unknown financial reasons that may prevent ARC from allocating funding. The Contractor shall ensure that they have the capacity to self-sustain for up to one quarter (three months) without ARC funding. To the extent possible, the Contractor shall seek additional youth development funding for itself and the community, both through its own applications for funding and/or by supporting applications by other organizations in the community. The Contractor understands that WIOA funds are not issued solely to sustain the Contractor's infrastructure or existence. ARC will continuously assess the Contractor's financial capability to determine potential risk factors.

28. **BRANDING**

The Contractor shall identify itself as ARC, WIOA, WorkSource Atlanta Regional, and WorkSource Atlanta Regional NextGen Program Service Provider in publicity materials, including signage, and in any public representation of the Contractor's organization, as a matter of course as well as when requested by ARC. The Contractor assures that logo(s) shall not be removed from documents created by ARC Staff. However, a Contractor may include their organization's logo in conjunction with said logo. Contractor shall adhere to State and ARC requirements relating to the use of the WorkSource Georgia brand.

29. **ROLES & RESPONSIBILITIES OF ARC**

ARC assures the following:

- Shall oversee and evaluate the management and operations of the WIOA Youth Program funded by WorkSource Atlanta Regional to provide services in the WorkSource Atlanta Regional service area.
- Shall distribute funding based on County Fair-Share allocations.
- Shall monitor Contractor's performance, quality of service, and cost effectiveness, and to report such matters to the Atlanta Regional Workforce Development Board, Executive Committee, and WorkSource Atlanta Regional NextGen Committee.
- Shall develop and provide technical assistance and training to Contractor's staff.
- Shall inform the Contractor of Federal, State, ARC, WorkSource Atlanta Regional and WorkSource Atlanta Regional NextGen Program policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed

for the implementation of such policies, procedures, and rules.

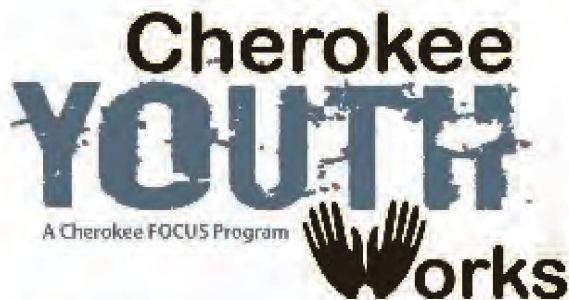
- Shall prepare grant plans and/or modifications as required.
- Shall ensure and enforce Contractor's compliance with all rules, regulations, and procedures.
- Shall maintain local data/case management system for use by Contractor.
- Shall establish and facilitate regularly scheduled meetings with the WIOA Youth Program Contractors.

30. **SPECIAL PROJECTS**

Through leveraging of resources and collaborative efforts, WorkSource Atlanta Regional NextGen Program may partner with the Contractor to embark on developing creative and innovative special projects/initiatives that will improve the economic opportunities and prosperity for youth, businesses, and communities. Special Projects funding, services, expectations, and other relevant terms will be agreed upon in writing by all affected parties.

Cherokee Youth Works PY 2020

Program Design



Cherokee Youth Works PY 2020

Program Design

Cherokee Youth Works (CYW) is a year-round WIOA Youth Program servicing OSY 16-24 years of age. Our program is individualized to meet the needs of the youth/young adult. Every participant receives comprehensive services and program activities based on that need and point of progress in the program.

From the creation of Cherokee FOCUS our vision has been: "An empowered community of thriving families." By establishing the Cherokee Youth Works program, we are not only aiming to instill our participants with the skills needed to succeed in future careers and in life, we are attempting to break the cycle of poverty, unemployment and low education in our community.

This document will provide a snap-shot of the intention of the CYW program in Program Year (PY) 2020.

Recruitment Strategy/Efforts

We take a collaborative approach to recruitment by enlisting the help of those who know the program and our target population. Word-of-mouth of our current and past program participants continues to be our best marketing tool, as they continually refer friends and family. We engage our community partners as outreach allies with a team approach. We co-enroll with programs such as Chattahoochee Technical College Adult Education, Goshen Valley (Foster Care) and Vocational Rehabilitation. In PY 2020, CYW has plans to work even closer with Chattahoochee Technical College's Adult Education program with them referring their enrolled students who meet our criteria so that CYW can assist in the workforce/employment portion of the individual's pathway. This is mutually beneficial as Adult Education has recently been tasked with providing elements that fall within our program scope. CYW and Adult Ed are also exploring the best way to bring in Chattahoochee Tech's qualifying ESL students to take advantage of the multiple services our program provides.

CYW also receives referrals from the Career Resource Center, Department of Juvenile Justice, GA Probation Management, Canton Housing Authority, MUST Ministries, local hotels/extended stays, local law enforcement, Encompass Ministries, Family Violence Center, and several area churches.

Intake & Eligibility Determination Process

Potential participants are made aware of program eligibility guidelines when they call or drop in and at that point can set up a meeting with a CYW staff member. During the meeting, the staff member explains the program while getting to know the youth. After determining general eligibility, the potential participant is administered a TABE test. In mid-PY 2017, CYW moved the TABE portion of our process to this initial meeting to better determine the suitability of our program for the interested individual. Moving the TABE has proved to be successful in determining the participant's plan and has also made the intake process more efficient. After reviewing the results of the TABE with the student, he is given required documents/application. Youth will submit any required documentation on his first day of class. The enrollment process continues in what is referred to as "Orientation Day" for the youth, in which he is made aware of our Suitability Index (behavior, attendance, classroom performance, etc.) that clearly

states our expectations for program participation. We reassess with the participant after a 6-week trial period to determine whether official entrance into our program is supported.

Program Orientation and WIOA Services

On a participant's first day with CYW, he submits completed, required documentation unless he requests further assistance retrieving something like a State ID or Birth Certificate. The youth is given the opportunity to ask any further questions, and the staff once again reviews the expectations and requirements of the program. Other potential needs are addressed at this time and then discussed further when completing a participant's Individual Service Plan.

Objective Assessment

To determine the direction to pursue with each individual participant, a series of activities are conducted as a part of the objective assessment. This will include activities such as a resume creation, career assessment and Individual Service Plan (ISP) review. With the information gathered from these activities, along with the anecdotal material from the interview process, the Career Advisors are then able to develop the participant's service plan and determine a pathway (employment, education, or certification).

CYW feels that it is important to make sure the youth participant is an active part of the planning process. We call this "buy in." The goals and expectations of the program and the outcomes expected are laid out clearly, so there are no misunderstandings in the future. This is a team effort, and we make clear that we cannot help someone who does not have the desire to help themselves. We have found that making all of this crystal clear upfront cuts down on future "lost youth." We have also implemented a 6-week probationary period where the staff and program volunteers are able to gauge commitment to the program through tracking attendance, observing attitude and getting to know the participant. The youth knows that the probationary period is a time for them to try our program on for size as well (this has cut down on lost youth). This time period can be shortened if the CYW staff and participant determine a clear commitment, or if the participant's plan requires milestones be achieved prior to the 6-week timeline. At the end of the 6-week probationary period the Suitability Index is reviewed with the participant to determine eligibility.

Assessment Service Plan – Individual Employment Plan

After evaluating the scores from the TABE test and the results of the career assessment, a CYW Career Advisor sits down and reviews the next steps with the participant. The pathway for the participant is identified and educational, employment and personal goals are set. These goals focus on the individuals' aspirations and the data we have collected. The goals are set to align with the desired program outcomes and the desired results for the participant.

In most cases, our participants enter our program with the ambition of completing their GED. Since not having a high school or high school equivalency diploma is viewed as a barrier to employment, CYW holds GED classes with both paid and volunteer tutors that will assist students through the process. Depending on the initial TABE scores, it may be recommended that some participants attend GED classes at Chattahoochee Technical College Adult Education. CYW Career Advisors engage the participant to set specific educational goals relevant to their TABE score and future plans rather than setting a broad goal of "getting my GED." These goals are individualized and narrow down steps needed

to be taken to make progress. With future/long term employment goals in mind, the Career Advisor guides the participant through job/career counseling, evaluating if the participant is a good candidate for Work Experience or other job placement. Goals are then set. The personal goal is left wide open for the participant. At this time many students choose to reveal more about themselves and disclose more information that can assist the CYW program and staff with directing them to supportive services.

Providing or Making Available the Youth 14 Elements of Services

TUTORING

Tutoring is available Tuesdays and Thursdays. We will also arrange for tutoring sessions anytime a student asks us to help them if they are working around their job hours. CYW is equipped with 2 paid tutors along with our volunteer tutors and interns. This allows CYW to provide a well-rounded educational experience to all participants who are pursuing their GED. Beyond GED, our tutoring staff will also assist participants with preparing for college entrance exams, placement exams and with college material when needed.

ALTERNATIVE SCHOOL SERVICES/DROPOUT RECOVERY

CYW has worked closely with the alternative schools in Cherokee County. The programs have been referral sources and work seamlessly in obtaining necessary paperwork for our program when needed.

WORK EXPERIENCE

CYW collaborates with local partners to provide our participants with experiences in a variety of work fields utilizing Work Experience dollars, internships, job shadowing and apprentice programs when available. (Detailed WEx Plan to follow)

IN-DEMAND/GROWTH SECTORS

CYW is keeping abreast of the Governors HDCl as well as target growth sectors identified by the Cherokee Office of Economic Development to guide our participants in choosing educational and career paths. Locally some of these focused sectors include healthcare, advanced manufacturing, information technology and film/media.

WORKFORCE PREPARATION/TRAINING

CYW provides an all-encompassing career readiness, career discovery and workforce training program. CYW makes it a priority to pull in community partners from the county collaborative, as well as its Board, to teach lessons and expose the youth to new careers and concepts. Both GED participants and those that have already obtained their GED may attend the classes. Mock interviews, soft skill training, preparation of an elevator speech, and how to make a first impression are all examples of activities that CYW participants will complete.

LEADERSHIP DEVELOPMENT

CYW instills participants with the leadership skills needed to become good citizens of the community. We have community speakers join us to speak on leadership topics, and we are able to send certain participants to the Rotary Youth Leadership Academy and the Georgia Teen Institute. The Kennesaw

University youth leadership department also assists in teaching leadership skills through interactive workshops, such as diversity classes and becoming a leader.

SUPPORT SERVICES

The robust community collaborative in Cherokee County has been an undeniable resource when it comes to providing supportive services to our youth. Cherokee FOCUS is the Family Connection partner in our county which allows CYW the opportunity to be tapped into a vast catalogue of local supportive service providers and community partners. The collaborative is used as a tool for providing transportation to our youth, counseling, food, clothing, and of course, employment. CYW is very strong in this area given our core of collaboration. Additional funding and In-Kind support from the community partners allows us to provide supportive services as needed and warranted.

ADULT MENTORING

CYW has wonderful community partners who have been willing to step up and offer their guidance and assistance to our participants, some providing moral support and personal mentoring, while others provide intern opportunities and ways to expand our participant's work experience.

TWELVE MONTH FOLLOW UP

CYW often maintains contact well beyond the twelve-month follow-up period required. The relationships are established and the program is seen as a place where past participants can come and seek advice or a kind ear. We benchmark the employment status of the exited participant at both 6 months and 12 months to assure that they are still on track with their employment. As we know, no matter how strong the relationship with a participant is, participants sometimes become difficult to contact in the follow-up period. To combat the challenges this may present, CYW has started asking for new/more specific release of information forms that will allow our Career Advisors to still access the needed follow-up information even without the participant (ex. specific employment verification release and college specific releases).

While in follow-up, CYW continues to assist participants with their employment and educational needs. If supportive services are required to ensure the success of the participant, CYW provides said services as outlined by WIOA.

COUNSELING

Career Advisors/Case Managers provide counseling and an outlet on an ongoing basis to each participant. For those clients needing more in-depth professional counseling to overcome a barrier, participants are provided with a list of therapists in the area that provide services on a sliding fee scale. In addition, CYW is working with partners from Highland Rivers Health to bring group classes on coping skills and suicide prevention.

FINANCIAL LITERACY

In PY 20, CYW will continue to teach the basics of banking and financial literacy. Community partners in the financial field will teach an array of subject matter from establishing credit and budgeting to responsible shopping and college savings. These partners include local bankers and financial aid advisors.

ENTREPRENEURIAL SKILLS

Entrepreneurial skills are taught through the teamwork of community collaborative partners and CYW staff. Local entrepreneurs are welcomed as guest speakers to share their personal experiences and advise. Participants are encouraged to ask questions and be engaged with the guest speakers. Field trips to businesses and stores will allow students to see and experience what an entrepreneur can accomplish.

LABOR MARKET/CAREER READINESS

Career readiness is a focus of every participant and CYW provides both group work and individual direction in this area. Soft skills are a focus in the classroom and on-the-job training is an avenue for technical skills building. Participants can attend field trips to different work-sites.

PREPARATION FOR PSE/TRAINING

CYW prepares students for the AcuPlacer, SAT or ACT test, whichever is applicable to the student. CYW has been successful in moving our clients in to a variety of post-secondary educational opportunities. While the majority of CYW students choose to attend Chattahoochee Technical College, CYW staff discusses a variety of options with participants. We are dedicated to supporting each student whether they choose a traditional college route, technical school, or certification program.

Referral process

Receiving Referrals:

CYW has built relationships throughout Cherokee County with entities such as the Cherokee County School District, Department of Juvenile Justice, Vocational Rehab, the Violence Center, foster care organizations and so on. These groups contact us directly with possible referrals to our program.

Referring WIOA Participants: During the Objective Assessment our Career Advisors are able to determine if other supportive services outside of what CYW can provide directly are needed. Once identified, the CYW advisor connects the participant with the referral and a specific contact to speak with. This can be for an array of services including but not limited to counseling, transportation assistance, housing needs, and other educational support, such as Vocational Rehab.

Referring those not suitable for our program: If it is determined that a potential participant is not a good fit for the CYW program, he is given the contacts to programs that may better serve him. When appropriate, CYW will make an introductory call for the individual, and go above and beyond to assist him until we are satisfied that the individual will be well taken care of. Being that Cherokee FOCUS is the community collaborative through Family Connection, CYW has an extensive list of other providers in the community that can assist with a broad spectrum of services.

Coordination with the Career Resource Centers (CRCs)/ One-Stop System

It is the goal of CYW to build a stronger relationship with this provider in order to leverage our resources to best serve the Cherokee County population. It is the opinion of CYW that this relationship has room for growth and CYW staff will be making this a priority in the PY 2020. CYW invited the One-Stop staff to attend the Cherokee County Collaborative in order to get them connected to more resources in the community.

Academic Requirements (e.g., Basic Skills remediation)

Every participant of CYW will take a TABE 11/12 test. If the scores are lower, we will again try exploring co-enrolling them with Chattahoochee Technical College Adult Education. At this point, they would start in our Level 1 Class and will begin working one-on-one with a tutor. During our 6-week probationary period, we then carefully monitor the participants progress and determine if they will remain in the CYW GED tutoring or if they need to be referred to Chattahoochee Technical College Adult Education for more intensive GED work.

For participants who have already received a high school diploma or GED, we require a higher TABE scores.

Services that lead to attainment of a WIOA recognized credential

CYW offers in house GED classes and tutoring. CYW also will facilitate web-based credentials such as the ServSafe Certification in house. Through partnership with Chattahoochee Technical College Business and Professional Education Department, Goodwill, R&D Mechanical Services and MUST Ministries, CYW is able to offer participants credentialing opportunities such as forklift certification, OSHA certification, customer service certification, hospitality, HVAC, etc. These certifications, beyond GED, are sought out on an individual basis depending on the participant's service plan and pathway.

Innovative experiences that will help youth to gain marketable skills

CYW incorporates interactive learning opportunities for our participants from mock interviews, resume workshops, attendance at career expos and job fairs, as well as the opportunity to shadow at local businesses.

Because CYW has acquired a 15 passenger through leveraging other resources, it has opened opportunities to take CYW program participants on informative industry tours at local businesses. The CYW staff is currently speaking with local business partners to arrange these tours that will give the participants exposure to opportunities in their community.

Connection to post-secondary education or Advanced Training.

Chattahoochee Technical College was a charter member of our organization 15 years ago and has had at least one seat on our Board of Directors since that time.

CYW maintains a memorandum of understanding and/or relationship with Chattahoochee Technical College, Reinhardt University and Kennesaw State University. The Career Advisors have also familiarized themselves with other colleges in the area to best advise the participants in the direction they should go to meet their goals.

CYW hosts guest speakers from post-secondary education to introduce programs of student, financial aid and scholarship information as well as information in credentialing or certifications.

Providing a holistic approach that not only addresses employment and education development, but one that incorporates personal and social development as well.

CYW takes pride in serving the participant as a whole. When working with this population, we often take on the role of parent, friend, mentor and confidant. This kind of program cannot see success without

providing the wrap-around services that each individual participant needs. In some cases, this is making a plea to our Board of Directors to help house a participant who just needs a hand-up to get back on his/her feet, connecting the participant with other organizations in the community that can meet a need, or lending an ear after hours to make certain that the participant knows he is cared for and supported.

CYW has welcomed guests that speak about physical fitness and mindfulness and mental fortitude. We touch on subjects such as networking, diversity, and how to communicate. As mentioned in an earlier section, PY 20 will introduce classes on coping skills and suicide prevention. These youths are faced with unimaginable temptations and obstacles on a daily basis that have the potential of derailing their lives. CYW, Drug Free Cherokee, Cherokee FOCUS and our collaborative partners will be working tirelessly until these issues are eradicated. We are also leveraging our resources and expertise through the new Cherokee County Suicide Prevention Coalition. It is important to CYW that the participants in our program and in our classes every week feel secure in themselves but also in the company of our other participants and staff.

New Project/Initiatives 2018

In PY 20, CYW is excited to be growing our relationship with our TCSG partner, Chattahoochee Technical College Adult Education. Although, we have worked together in the past, we have identified new opportunities to partner in a mutually beneficial way. We are looking at the best way to partner with their youth ESL students who are pursuing their GED and would qualify for our services.

CYW will also be pursuing new partnership with the Cherokee County Homeschooled community. CYW staff is in the process of reaching out to homeschool contacts to arrange meetings to discuss potential collaboration.

CYW staff is arranging an informative meeting for our current partners and referral sources to discuss new innovative ways of partnering and referring. A similar meeting will be arranged with business/WEx potential WEx partners.

Strategies to Assess Effectiveness of Program Design

As mentioned above, we will be holding meetings with active partners to revisit program best practices as it relates to those relationships. We are also very excited to have the ability to pull our own reports from VOS. CYW is also open to any strategies that other providers may have used and seen successful in assessing their design.

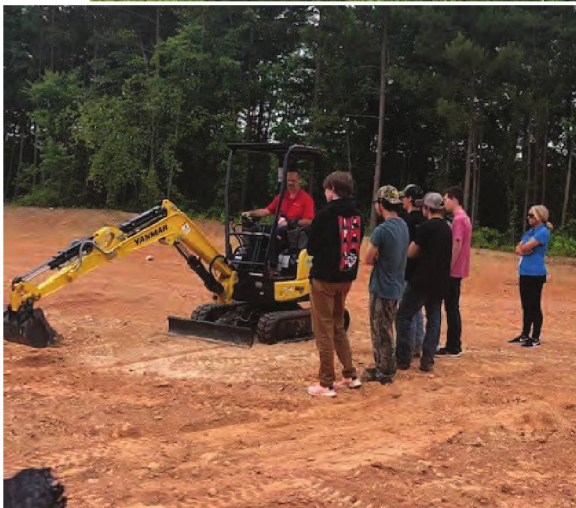
Strategies during COVID-19

CYW recognizes the seriousness of the pandemic and the effect it will have on the program and our ability to provide services. During quarantine and stay-at-home orders CYW staff will ensure participants continue receiving tutoring for the GED and counseling. Participants will be encouraged to attend online tutoring and class sessions. Staff will continue to communicate with participants via phone calls, emails, texts, social media, and postal service.

Once able to return to in-person classes, CYW staff will ensure CDC recommendations be followed to the best of their abilities. Surfaces and materials will be sanitized prior to classes and any use. After classes and use, surfaces will be sanitized again. To ensure the safety and wellbeing of those in the office,

additional class times will be created to limit the amount of participants in the building at one time. Desks and work stations will be set up based on the social distancing guidelines. Participants will be encouraged to remain at home if they are experiencing symptoms of an illness. Temperature checks and a short health questionnaire will be given to participants and potential participants prior to entering the building. Everyone in the building will be required to wear masks, wash their hands regularly, and use hand sanitizer. Participants who are unable to attend in-person classes due to an illness or exposure to someone who is ill will continue to have online tutoring made available to them. Participants will receive a copy of the protocol prior to his/her return to classes and will be asked to sign and acknowledge that they have read and understood the new protocol for classes.

Work Experience Program Design PY 2020



Strategies to Provide Paid and Unpaid WEx Services

To better serve our participants and employers, we have been aligning ourselves with organizations with similar ideologies and missions as us. Companies that wish to help young people succeed in the workplace through all channels including non-traditional paths to educations and skill gains. Identifying these organizations, some already in our network and others new to us, has taken some time and we are still working on establishing new partnerships. Many companies and residents of our county don't see the need for these kind of programs and initiatives because the unemployment in our county is low and graduation rate is high. Exposing companies to the need and to our amazing youth is a process but I am seeing great strides and meeting some wonderful people willing to work with our participants.

As was stated in the above Program Design, we will be aligning our participants with 1 of 3 pathways/routes as they register. This will help us organize the participants into groups and better serve us when coordinating workshops, job shadows and work experience opportunities. In past years, we have identified paths individually, but it has not been organized in a "pathway". We strongly feel that this structure will lead to more successful outcome and more accurate tracking while they are going through the program.

The Cherokee FOCUS Executive Director sits on the Cherokee County Workforce Collaborative committee and is actively working with the Internship sub-committee to open new doors for the CYW youth. The committee was originally established for in-school youth, but as the committee has grown it has provided opportunities to discuss the WEx program with local employers, and CYW is looking forward to placing some of our youth in their summer program next year.

CYW staff is looking forward to sitting down with the NextGen Team and our counterparts in other counties to discuss best practices and WEx strategies that we may be able to implement to strengthen our program.

Employability Skills Activity/Services

In an effort to familiarize both the employer and participant on the position of the other, our program invites local business leaders to speak to our participants about career possibilities in order to introduce them to the wide variety of openings available in their home county and skills needed to obtain those positions. Community employers are also utilized as a part of our in-house Work Ready Workshops. Workshops taught on topics such as: interview techniques, applications that will get you hired, and job retention once you are inside the door, are more effective when they are being taught by employers who could potentially hire the participant. These in-house interactions also give employers the opportunity to meet and get to know our participants directly.

Employer Relationship/Connections

In addition to aligning with like-minded organizations, we have been seeking employers based on pathway/industry opposed to by individual participant placement. Also, being a presence in the community and at business centric events puts our program in a place to build valuable relationships with possible employers. Our Executive Director sits on the advisory committees for the planning of Cherokee's Workforce Collaborative Strategic Implementation Plan through the Cherokee Office of Economic Development with an array of local and regional leaders from industry, education and the community. Networking has proven very successful in securing job placement and opportunities for our

participants. It has become a priority that each of our Youth Program Career Advisors also be educated on the needs of area employers, skills that are in demand and available training that is directly connected to jobs. And while some of our business partners might have hired a WIOA youth in the past out of a sense of social responsibility, it is imperative to further educate the employer on the value that a young and diverse workforce can bring and debunk the misperception or stereotypes of participants considered 'low income' or 'at-risk.'

Being an active member of the community has always been a top priority of our program and organization, making sure we allow time for speaking at civic clubs, attending and having booths at career expos and community events.

As we are seeing more successful outcomes from placement, we are gaining credibility among the business community in Cherokee. There is no better marketing than a happy employer spreading the word to their counterparts.

Another technique that we will be putting more energy into this PY is pulling the ARC Business Services partners to discuss OJT and other programs with these businesses. We saw success with this in PY17 and now have a clear-cut career pathway set up with a local HVAC company.

Strategies to align WEx with Career Pathways as Outlined in the Service Plan

As we have grown our relationships with employers, we have sought after opportunities in fields that are often identified by our participants. Below are listed some examples of businesses that are willing to take WEx participants and the pathways they align with.

Healthcare/Dental: Bethesda Community Clinic, Cherokee Children's Dentistry, MasterCare Medical Services, Holly Springs Chiropractic's, Next Step Ministries, Etowah Veterinary Hospital

Trade/HVAC: R&D Mechanical Services, Northside Plumbing

Manufacturing/Light Industrial: Universal Alloy Corporation, Roytec Industries

Construction: Primus Builders, Raydeo

Logistics/Warehouse: Belnick Inc.

Education: CORE Community School, Discovery Point, Chattahoochee Technical College

Administration/Office/IT: Universal Alloy Corporation, Chattahoochee Technical School. R&D Mechanical, City of Holly Springs

Retail: TJMaxx, Goodwill

Agriculture/Landscaping: Outdoor Expressions, City of Holly Springs

Food Services/Other: Guston's, A New Creation Salon, Animal Atlanta

Strategies to incorporate sector-based opportunities to WEx participants

As can be seen above, CYW has been working hard to partner with companies that align with the identified sectors.

Regarding the Regional Industry Sectors-We have goals to build relationships in the IT field and will be working in PY20 to establish those relationships. CYW is working to identify several community Information Technology business in hopes of partnering with them and expanding our current network of potential work experience placements.

Regarding the ARWDB Industry Sectors- We are strongly supported in the Manufacturing field in Cherokee County and through the Economic Development committee, we are confident that our catalogue of manufacturing partners will grow. There is an immense amount of growth in Cherokee County, and we have recently had a very productive introduction with a construction company that is based in Woodstock. They are eager for talent and are willing to take on WEx participants 18 and older. Although financial services are a local industry sector as well, we have seen some trouble in placing WEx participants in these positions due to the sensitivity of the business.

Cherokee County has a healthy interest from the film industry, there are projects/films/television shows filmed locally throughout the year, however there are not many jobs in the industry available locally. The subset of that group that CYW is trying to build contacts in locally is digital media. There are several local graphic designers that also offer small film production and digital design. What the WEx staff person has found in contacting these companies is that many of them work out of their homes and on the road, so it is not conducive to a work experience placement. CYW has reached out to two large local churches that have a design department in staff in the hopes of establishing worksite agreements.

Strategies to Continuously Monitor the WEx Activities and Worksites, also to Provide Support to the Employers (Worksite Supervisor) and the Participants.

CYW has noticed that even with buy-in employers often get busy during the WEx placement and direct communication starts to fall off. One observation in PY17 was that the employers that chose to email the timesheets directly to the CYW WEx contact, rather than tasking the participant with that duty, we much more communicative throughout the entire placement with feedback. Because of this, moving forward, it will be a suggestion in our WEx employer meetings that the employer send the timesheets. We feel that it gives the employer another “touch” from our staff and encourages extra dialogue. CYW WEx staff has also made it a priority to stop by the worksite during shifts, this can be challenging due to scheduling, but it has been successful. The in-person visits (even if a brief pop-in) show the employer that you are involved/invested and reinforces support to both the worksite and the employee.

Strategies to Assess Effectiveness

Maintaining open communication with the employees and worksites. Reviewing notes and close out evaluations

WorkSource Atlanta Regional NextGen Program
Workforce Innovative and Opportunity Act (WIOA)
GOALS & PERFORMANCE MEASURES - Program Year (PY) 2020 (07/01/2020 - 06/30/2021)

NextGen Service Provider (NGSP): Cherokee FOCUS

I.	General Services - Expenditures & Participants to Serve ("Real-Time")					
	Youth Population (Participants) to Serve				Out-of-School	
	Service Location (County)				Cherokee	
	PY2020 General Service Budget				\$71,800	
	Active Participants to Serve at Cost per of \$1,925					
	Total Participants to Serve with PY2020 Allocated Budget				37	
	PY2019 "Carry-over" Participants				51	
	PY2020 "New" Participant Enrollment				0	
	Total Participants to Serve for PY2020				51	
	(Cost per does not apply) PY2019 End of Service (EOS)/Exit/One Year Follow-Up				8	
	Pending Exits - Once Processed will Count in EOS/Exit/Follow-Up Total Numbers				30	
	New Enrollment Goals					
	Quarters		1st	2nd	3rd	4th
	Beginning Quarter		07/01/2020	10/01/2020	01/01/2021	04/01/2021
	Ending Quarter		09/30/2020	12/31/2020	03/31/2021	06/30/2021
New Enrollment per Quarter		0	0	0	0	
Total New Enrollment for PY2020				0		
New Enrollment Target Population Guidelines						
School Dropout				70%		
English Language Learner				4%		
Justice System (Juvenile or Adult)				10%		
Foster System (Currently In or Aged Out)				6%		
Disability				10%		
II.	Work Experience (WEx) Services - Expenditures & Participants to Serve ("Real-Time")					
	PY2020 Work Experience Service Budget				\$40,778	
	New WEx Active Participants to Serve at Cost per of \$2,100					
	Quarters	1st	2nd	3rd	4th	Total
	"New" WEx Participants to Serve per Quarter	4	5	5	5	19
	Expenditure per Quarter	\$10,195	\$10,195	\$10,195	\$10,195	\$40,778
	*NOTE: Three unpaid WEx placements is equivalent to one paid WEx placement					
	WEx Performance at Completion - Based on Worksite Supervisor Work Evaluation					
	Successful Completion - Performance is Measured in "Real Time" at end of WEx				85%	
	III.	Performance Measures - WIOA ("Lag-Time") & Outcome at EOS/Exit ("Stand-In")				
If High School Dropout, Attain GED/HSD				Performance is Measured in "Real Time" at End of Service (EOS)/Exit	85%	
If GED/HSD Recipient, Attain Industry/WIOA Recognized Credential					85%	
Placement in Employment or Education or Advanced Training					85%	
Customer Satisfaction					90%	
2nd Quarter After Exit - Placement in Employment or Education or Training				Performance is Measured Based on WIOA Reporting "One-Year Lag Time"	81%	
4th Quarter After Exit - Placement in Employment or Education or Training					80%	
During Participation or Within One Year After Exit - Attainment of Credential					84.5%	
2nd Quarter After Exit - Median Earnings after Unsubsidized Employment (Not yet Negotiated with the State)					\$3,505.68	
During a Program Year (Real-Time) - In-Program Skills Gain					60%	
IV.	Case Management Performance Measures ("Real Time")					
	Mandatory Activities Assigned at Enrollment				MUST be Documented in WorkSource GA Portal/VOS	85%
	Other Appropriate Service Activities Assigned					85%
	Required Eligibility Documents Completed, Notarized, Signed, Dated, Uploaded and Named Accordingly					85%
	Successful Completion of Objective Assessment					85%
	Service Plan (IEP/ISS/ISP) Developed, Reviewed and/or Updated Every 60 Days					85%
	One of the Fourteen (14) Elements of Youth Services Provided Every 30 Days					85%
	Ongoing Services and Exit Documents Completed, Signed, Dated, Uploaded and Named Accordingly					85%
	Minimum of One Face-to-Face Contact Every 30 Days					85%
	Minimum of One Counseling Note Entered Every 30 Days (Summary for the Month)					85%
V.	Requirements & Expectations					
	A - Enrollment of new participants may include individuals funded by other sources who are provided services by WIOA-funded staff.					
	B - Must ONLY enroll and serve 100% out-of-school customers.					
	C - Must receive prior approval from ARC to serve individuals under 16 years of age.					
	D - Must receive prior approval from ARC to provide WEx longer than 12 weeks.					
	E - "New" WEx Participants means Active WIOA participants that have started a WEx during that quarter.					
	F - ALL WIOA participants will be measured by the "Stand-In" Performance, WIOA Performance and Case Management Performance Measures indicated above. Further explanation of the above Performance Measures are found in the "Performance Measures/Objectives" section of the Contract. *Where indicated "Not Yet Negotiated with the State", Contractor is expected to "MEET" the indicated Performance Measures.					
	G - With the exception of number "IV", performance outcomes shall be reported to the NextGen Committee as "Real-Time" outcomes. Though indicated under number "IV", In-Program Skills Gain shall also be reported as "Real-Time" outcomes.					
	H - Failure to "MEET" expectations as indicated herein, may result in deduction of the Contractor's approved budget, program probation or cancellation of the Contract.					
	I - "Real-Time" - No, delay in time period to measure performance indicators.					
	"One Year Lag-Time" - One year delay in time period to measure performance indicators.					

PERFORMANCE MEASURES/OBJECTIVES

REQUIRED PERFORMANCE:

The following Goals and Performance Measures will be used as the performance accountability system for services provided by the awarded WIOA Youth Contractor. Additional information related to the performances are included on “**Exhibit D**” of the Contract. The performance measures will be evaluated each quarter in program year 2020 (PY20) and outcomes will be reported to the NextGen Committee at their quarterly meetings.

1. GENERAL SERVICES – EXPENDITURES & PARTICIPANTS TO SERVE ("REAL-TIME")

Outline the youth population/participants (out-of-school) to serve, the county where services will be provided, and the total budget allocated to the Contractor’s WIOA Program.

Active Participants to Serve at Cost per – Establish to guide the number of participants (new – PY20 and carryover – PY19) to serve and the cost per to serve the participants in the Contractor’s WIOA Program.

❖ **NOTE:** Because minimal case management is required to ensure retention in the placement outcome (employment or education), there is no cost per associated to youth who exit the WIOA Program and are in Follow-up status.

New Enrollment Goals – Establish to guide the cumulative and quarterly new enrollment numbers in the Contractor’s WIOA Program.

New Enrollment Target Population Guidelines – Establish to guide the characteristic targets of new enrollments in the Contractor’s WIOA Program.

2. WORK EXPERIENCE (WEx) SERVICES – EXPENDITURES & PARTICIPANTS TO SERVE ("REAL-TIME")

Outline the total budget allocated to the Contractor’s WIOA Program.

Active Participants to Serve at Cost per – Establish to guide the number of new WEx participants and the cost to serve the participants cumulative and quarterly in the Contractor’s WIOA Program.

3. PERFORMANCE MEASURES – WIOA ("LAG-TIME") & OUTCOME AT EOS/EXIT ("STAND-IN")

WIOA “Lag-Time” Measure – The five (5) performances accountability indicators under WIOA Performance Measures (Federal). The “State Negotiated Level/Rates” are negotiated by ARC and the State for PY20 to assess the effectiveness of ARC in achieving positive outcomes for youth participants served in the WIOA Youth Program. The “Contractor

Level/Rates” were established to guide the outcome of the services provided by the Contractor. The “Contractor Level/Rates” are slightly higher as to ensure that ARC/WorkSource Atlanta Regional “Meets” or “Exceeds” the “State Negotiated Level/Rates”.

- *Unless there is further clarification by the Federal/State or ARC/WorkSource Atlanta Regional/WorkSource Atlanta Regional NextGen Program, Transition or Individual Education Plan (IEP) diploma awarded to individuals with disabilities upon completion of high school will not be accepted as meeting the WIOA “Credential” requirement. Therefore, individuals with disabilities must achieve the WIA Common Measures “Certificate” definition in TEGl 17-05, Attachment B.*

Regular guidance will be issued by ARC/WorkSource Atlanta Regional/WorkSource Atlanta Regional NextGen Program regarding interpretations, exit periods and other aspects of the WIOA Performance Measures.

Outcome at Exit/EOS “Stand-In” Measure – The four (4) performances accountability indicators under WorkSource Atlanta Regional NextGen Program (Local). The exit-based “Stand-In” performance numbers were established to guide the outcome of the services provided by the Contractor’s WIOA Program. Because WIOA Performance Measures are measured in one-year lag time, the “Stand-In” Measures are youth participants’ exits outcome measured in “Real-Time”. This method enables the WorkSource Atlanta Regional NextGen Program to immediately assess performance outcome.

WIOA “Lag-Time” Measure	Definition	State Negotiated Level/Rates	Contractor Level/Rates
Placement in Employment, Education, or Training –Employment 2 nd Quarter after Exit	Percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	71%	81%
Placement in Employment, Education, or Training –Employment 4 th Quarter after Exit	Percentage of program participants who are in education or training, or in unsubsidized employment during the fourth quarter after exit from the program.	70%	80%
Credential Attainment Rate – Attainment within Four Quarters After Exit	Percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during	74.5%	84.5%

	participation in or within 1 year after exit from the program.		
Earnings after Entry into Unsubsidized (not paid through WIOA) Employment – Median Earning 2 nd Quarter after Exit.	Median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program	Not yet Negotiated with the State	\$3,505.68
In-Program (Measurable) Skills Gains “Real-Time”	Percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.	Not yet Negotiated with the State	60%
Outcome at Exit/EOS “Stand-In” Measure	Definition	Contractor Level/Rates	
If School Dropout, Attain General Equivalent Diploma/ High School Diploma (GED/HSD)	Youth participants who were a school dropout at the time of WIOA enrollment who earned a diploma or its equivalent at exit.	85%	
If HSD/GED Recipient, Attain Industry/WIOA Recognized Credential	Youth participants who have earned a recognized occupational credential or degree while in the program.	85%	
Placement in Employment or Education or Advanced Training	Youth participants who are employed and/or are attending post- secondary education/advanced training at exit.	85%	
Customer Satisfaction	Number of youth participants who indicate a positive customer service experience with the Contract’s organization and services provided.	90%	

4. CASE MANAGEMENT PERFORMANCE MEASURES ("REAL TIME")

The Case Management performance numbers were established to guide the outcome of the services provided by the Contractor’s WIOA Program in “Real Time” and to ensure that all required eligibility, ongoing services, Exit/EOS/Follow-Up, WorkSource GA Portal/VOS data entry requirements are met and validation documentations are collected and uploaded in WorkSource GA Portal/VOS.

The following Goals/Performance further define the Case Management Performance

Measures indicated on “**Exhibit D**”

- a) Preliminary Assessment – To complete a “Preliminary Assessment” (to determine suitability and need) for program (service) placement prior to WIOA NextGen Program enrollment for each participant.
- b) Service Plan – To develop a comprehensive “Service Plan” (IEP/ISS/ISP) within thirty (30) days or earlier of WIOA NextGen Program enrollment for each participant. To regularly review and update the Service Plan at a minimum of every sixty (60) days in order to monitor and evaluate the youth’s progress towards achieving their short/long-term goals/objectives. Changes to the Service Plan should be documented in WorkSource GA Portal/VOS.
- c) Work Experience – Eighty-Five percent (85%) of all participants who are in employment or employment readiness settings (while active participants) will be rated “very good” or “excellent” overall by their supervisor or teacher on an employment readiness rating (Trainee Progress Evaluation) sheet.

Compensation and Method of Payment

I. Compensation Information

- A. Compensation: In no event will the total compensation and/or reimbursement, if any, to be paid to the contractor under this contract exceed the sum of **\$630,650**. Contractor's invoices for payment will detail charges to be applied to each ARC funding source. In no event will charges applied to each funding source exceed the maximum amounts per funding source, or be used before or after the start and ending dates for each funding source, as listed and detailed on page E-4 and attached hereto and made a part of this contract.
- B. Authorized Expenditures: The amount of total compensation and/or reimbursement referred to in paragraph IA above, **\$630,650** represents full funding of this contract, and is contingent upon such amount being made available to ARC by the Technical College System of Georgia – Workforce Development in the form of grant contract. At the time of execution of this contract, full funding may not be available. Therefore, the contractor is authorized to incur cost and seek reimbursement only up to a maximum total of **\$630,650**, as shown on page F-4:

Increases in authorized expenditures may be made up to the full funding amount. Any such authorizations shall be in writing and made between the parties hereto.

II. Method of Payment:

- A. The Contractor shall be entitled to receive payments on the following basis. As of the last day of each month during the existence of this contract, the Contractor shall submit to ARC an invoice requesting payment for all appropriate work and services completed during that month. The invoice shall also contain completed, signed and approved staff time sheets. The form of such invoice shall be determined by ARC.

Upon the basis of its audit, review, and approval of such invoice, and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract ARC will, based on the invoice(s) described above, make payments to the Contractor, but not more often than once a month, unless otherwise approved by ARC. Invoices shall be numbered consecutively and submitted each month until the project is completed.

Contractor's monthly invoices are to be received by ARC no later than the 10th day of the month following the reporting period. Invoices received after the 10th day of the month may not be processed for payment until the 5th day of the following month. Invoices received on time, without error and within budget shall be processed within 30 days from ARC's receipt of the invoice. ARC may,

at its discretion, disallow payment of all or part of an invoice not in conformance with any of the terms of this contract, as determined by ARC.

ARC will not be responsible for payments delayed due to, but not limited to, acts of nature, power outages, etc. ARC will make every attempt to process payments as soon as possible after such situations are resolved.

While ARC highly recommends that the contractor maintain its expenditures within its approved budget and budget line items, ARC does recognize that budgets are estimates and may be subject to change. As a result, ARC shall take into consideration any requests for budget modifications. Approval of such modifications, both cost and no-cost modifications, shall be determined by final approval of ARC and, if necessary, Technical College System of Georgia – Workforce Division.

All approved budget modification requests that change the overall budget (increase or decrease), must be amended to the contract.

The Contractor may be notified by ARC, in writing, on any decision by ARC to make no-cost modifications to the Contractor's budget made by ARC.

ARC will not permit any budget modifications that would cause funding to be used for any other purposes other than those consistent with the original purpose for which this budget was approved, unless otherwise approved by ARC. ARC does reserve the right to approve and disapprove requests that may be allowable, but not required by Federal, State, local and ARC laws and policies.

- B. Final Payment: Upon the completion of all work and services under this contract and the submittal of a final invoice, ARC shall pay all compensation due to the Contractor, less the total of all previous payments made.

Contractor's final closeout invoice must be received by ARC no later than 15 calendar days after the project completion date specified in Paragraph 3 of the contract. Any cost or obligations not claimed on the closeout invoices shall be deemed to be waived and the limit of ARC's liability shall be reduced accordingly without any further notice to Contractor. ARC may, at its discretion, disallow payment of all or part of a final invoice not in conformance with any of the terms of this contract, as determined by ARC.

No advances shall be made under this contract

- C. Payment Cycle: Payments from ARC are on a "net 30 day" basis, subject to availability of appropriate funding, and as described in Paragraph (II)(A) Method of Payment on page F-1 and F-2.

- III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the amount specified on page F-1, Paragraph (I)(A), and that the Contractor expressly agrees that

they shall do, perform, and carry out in satisfactory and proper manner, as determined by ARC, all of the work and services described in Exhibits A through D of this contract.

- IV. Other Requirements: In the case of a cost-reimbursable contract, in addition to the requirements in the main body of the Contract concerning "Requirements of Concerned Funding Agency," Contractor agrees to comply with and shall be bound by the applicable terms and conditions of all State and Federal laws or regulations governing and defining allowable costs and associated procurement standards, including, but not limited to, U.S. Office of Management and Budget 2 CFR Part 200, Uniform Guidance (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), or 29 CFR Part 97, as appropriate. All such documents are available for inspection in the offices of ARC and are hereby made a part of this contract as fully as if the same were attached hereto.

The Contractor further agrees that, if costs incurred by the Contractor are not in conformity with the above requirements and are subsequently disallowed as a result of a review or an audit either pursuant to paragraph concerning "Audits" in the main body of the contract, by ARC, the Concerned Funding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the Contractor shall promptly reimburse ARC in full for such disallowed costs.

- V. Financial Management System: The Contractor certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 29 CFR Part 97, or 2 CFR Part 200, as appropriate.
- VI. CFDA: 17.259

Cost Reimbursement Budget						
I. GENERAL INFORMATION						
Contractor Name: City of Holly Springs/Cherokee FOCUS						
Contract Number: WD1814.4						
Contract Period: July 1, 2017 - June 30, 2021						
Maximum Funds Available: \$ 630,650						
Funding Period Beginning	7/1/2017	7/1/2018	7/1/2018	7/1/2020		
Funding Period Ending	6/30/2019	6/30/2019	6/30/2021	6/30/2021		
II. BUDGET CATEGORIES	Youth Out of School 804CB	Youth Out of School 904CB	Youth Out of School 004CB*	Youth Out of School 104CB		Total
A. General Youth Services						
1. Personnel Salaries	106,093	72,293	49,152	19,500		247,038
2. Personnel Benefits	8,154	6,876		1,780		16,810
3. Operations						-
4. Facilities						-
5. Participant Activities/Support		325	73,728	9,600		83,653
6. Other	28,100	54,050		40,920		123,070
Total General Youth Services	142,347	133,544	122,880	71,800		470,571
B. Work Experience						
1. Personnel Salaries	33,520		13,056	9,500		56,076
2. Personnel Benefits	1,225			815		2,040
3. Operations						-
4. Facilities						-
5. Participant Activities/Support	51,916		29,584	14,463		95,963
6. Other				6,000		6,000
Total Work Experience	86,661	-	42,640	30,778		160,079
Total	229,008	133,544	165,520	102,578		630,650

* Available funding from 004CB from 7/1/2020-6/30/2021 is \$10,000 in Work Experience Participant Activities Only.

Environmental Associates, Inc.
Industrial Hygiene Testing & Consulting Services
270 Hollyridge Drive
Roswell GA, 30076
770-891-0484

Holly Springs Downtown Development Authority
City of Holly Springs
3235 Holly Springs Parkway
Holly Springs, GA. 30115

July 30, 2020

REF: Pre-Demolition Suspect Asbestos Containing Building Materials Surveys
SUBJECT SITE: Public Works Facility

Thank you for the opportunity to submit a proposal concerning the pre-demolition screening for suspect asbestos containing materials at above-mentioned subject site.

Environmental Associates, Inc. (EAI) will complete the field work and sample collection from the subject site in compliance with all applicable regulations and protocols.

All collected samples will be submitted to a 3rd party accredited laboratory for analysis. Samples will be processed using normal turnaround time of 2 days.

Our cost to complete the proposed work & reporting is:

Not to Exceed Cost \$ 620.00

A complete report of finding will be submitted within 3 days after the field work has been completed. All services related to this project will be performed in compliance with all applicable Federal, State and Local regulations and codes.

If you have any questions concerning this proposal or any other matter in which we may be of assistance, please feel free to contact me directly at 770-891-0484.

Respectfully,



Jeff Giles
Senior Industrial Hygienist
770 891 0484
gilesjeff@live.com

Authorized By: City of Holly Springs

By: _____

Date _____

Authorized By: Holly Springs Downtown Development Authority

By: _____

Date _____

Environmental Associates, Inc.
Industrial Hygiene Testing & Consulting Services
270 Hollyridge Drive
Roswell GA, 30076
770-891-0484

Holly Springs Downtown Development Authority
City of Holly Springs
3235 Holly Springs Parkway
Holly Springs, GA. 30115

July 30, 2020

REF: Pre-Demolition Suspect Asbestos Containing Building Materials Surveys
SUBJECT SITE: Industrial Building at Railroad Track

Thank you for the opportunity to submit a proposal concerning the pre-demolition screening for suspect asbestos containing materials at above-mentioned subject site.

Environmental Associates, Inc. (EAI) will complete the field work and sample collection from the subject site in compliance with all applicable regulations and protocols.

All collected samples will be submitted to a 3rd party accredited laboratory for analysis. Samples will be processed using normal turnaround time of 2 days.

Our cost to complete the proposed work & reporting is:

Not to Exceed Cost \$ 520.00

A complete report of finding will be submitted within 3 days after the field work has been completed. All services related to this project will be performed in compliance with all applicable Federal, State and Local regulations and codes.

If you have any questions concerning this proposal or any other matter in which we may be of assistance, please feel free to contact me directly at 770-891-0484.

Respectfully,



Jeff Giles
Senior Industrial Hygienist
770 891 0484
gilesjeff@live.com

Authorized By: City of Holly Springs

By: _____

Date _____

Authorized By: Holly Springs Downtown Development Authority

By: _____

Date _____



CHANGE ORDER PROPOSAL

PROJECT: HOLLY SPRINGS POND B-1 COP # REVISED B #1
OWNER (AGENT): CITY OF HOLLY SPRINGS
DEVELOPER: STONECREST HOMES GA, LLC DATE: 07.15.2020
ENGINEER: SOUTHEASTERN ENGINEERING, INC.

DESCRIPTION OF WORK:

OUTFALL STORM REVISIONS - PIPED OUTFALL CHANGE

CHANGE ORDER BREAKDOWN

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTALS
12" HDPE - DUAL CHAMBERS FOR PIPING OUTLET WATER FROM POND	100.00	LF	\$27.38	\$2,738.00
PLUNGE POOL @ OUTLET (RIP RAP)	1.00	EA	\$650.00	\$650.00
24" HEADWALL (ACCOMMODATE 12" PIPE x 2)	1.00	EA	\$1,220.00	\$1,220.00
			SUBTOTAL	\$4,608.00
			10% OH	\$460.80
			5% PROFIT	\$230.40
			OH & PROFIT SUBTOTAL	\$691.20
			TOTAL AMOUNT	\$5,299.20

Total Proposed Change Order Amount: \$5,300.00

The Date of Substantial Completion will be (Increased, Decreased, Unchanged) by tbd workable days as a result of this change order.

*Note: 6' LF Concrete flume by others.

*Note: Pricing does not include stone bedding for this low impact scenario and rushing waters.

Submitted By:
Weaver Grading, Inc.

Contractor

A handwritten signature in blue ink, appearing to read 'Jesse Haygood', is written over a horizontal line.

By: Jesse Haygood

07.15.2020

Authorization:
City of Holly Springs

By:

Date:

Holly Springs Downtown Development Authority

By:

Date:



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Riverside Phase III Performance and Maintenance Bonds and Acceptance of Roads
Release of Riverside Phase IV Performance Bond

DATE: August 13, 2020

COUNCIL MEETING DATE: August 17, 2020

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision	Bond Type	Bond Number	Amount
Riverside Phase III A	Performance	SU1134587	\$10,136.00
Riverside Phase III A	Maintenance	SU1134588	\$16,005.00
Riverside Phase III B	Performance	SU1134596	\$11,488.00
Riverside Phase III B	Maintenance	SU1134597	\$8,987.00
Riverside Phase III C	Performance	SUR0032751	\$59,047.50
Riverside Phase III C	Maintenance	SUR0032750	\$34,263.70
Riverside Phase III Stormwater	Performance	SUR0032688	\$281,250.00
Riverside Phase IV	Performance	SU1150519	\$58,742.50

In addition, the following roads are requested for acceptance:

Subdivision	Road	Linear Feet
Riverside Phase III A	Kells Court	261.2
Riverside Phase III B	AmyLou Circle	518.84
Riverside Phase III C	Aldene Court	451.71
	Anfield Drive	631.62
	Boyd Court	538.31
	Payne Lane	274.25
	Payne Road	341.17

The City Engineer has inspected these phases and approved the release of the bonds and acceptance of the roads.

CONCURRENCES

City Engineer

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Map

DETENTION POND SUMMARY

POND D1
DATA PER PB 111, PG. 122
100 YR. ELEV.= 967.76
100 YR. VOLUME= 44,078 CF
25 YR. ELEV.= 967.53
25 YR. VOLUME= 41,897 CF

POND D2
DATA PER PB 109, PG. 191
25 YR. ELEV.= 943.58
25 YR. VOLUME= 36,332 CF

LOT AREA TABLE

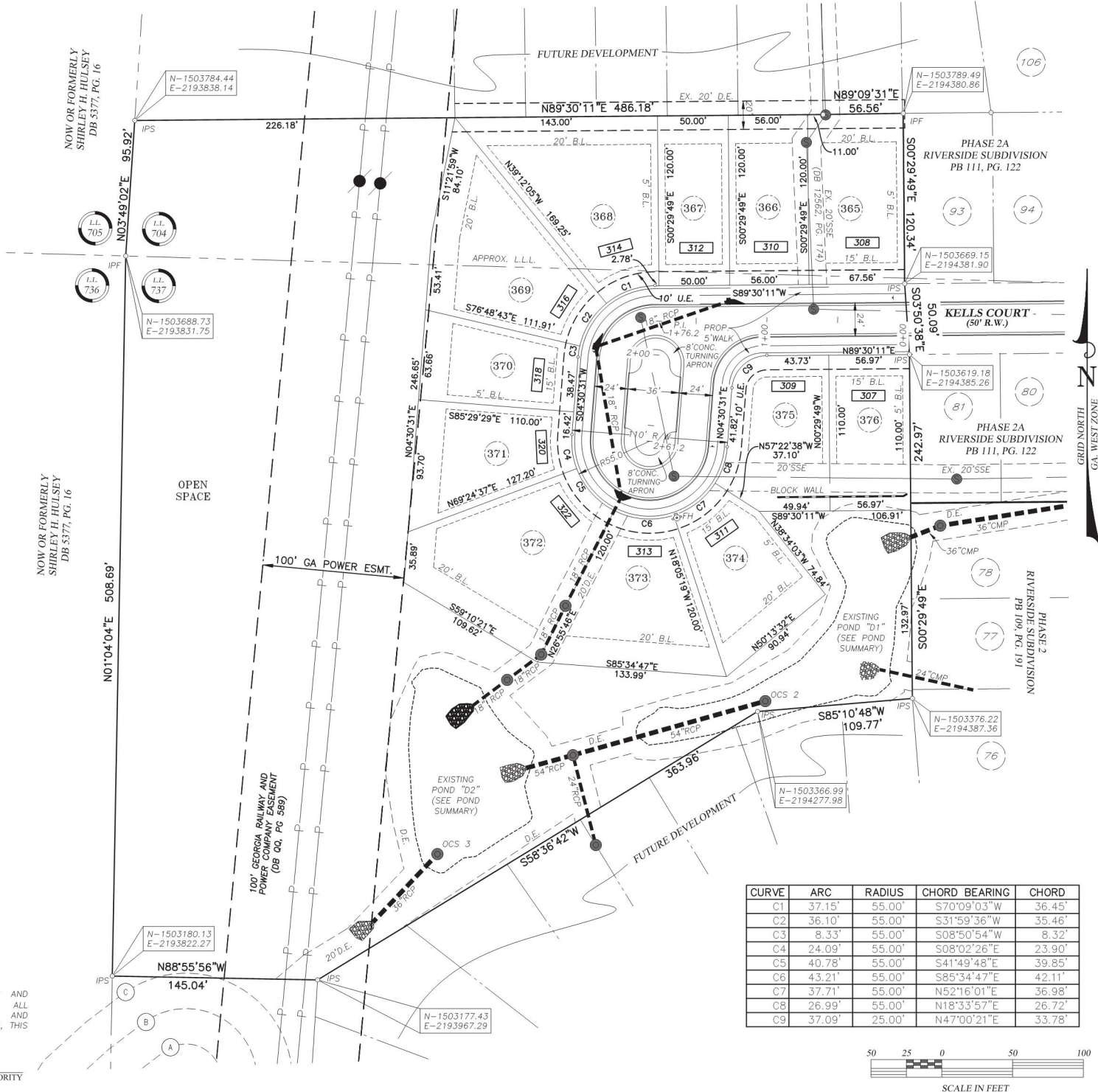
LOT	SQ. FT.	AC.
365	8,117	0.186
366	6,720	0.154
367	6,000	0.138
368	11,581	0.266
369	10,697	0.246
370	6,080	0.140
371	7,519	0.173
372	11,408	0.262
373	9,643	0.221
374	7,468	0.171
375	7,603	0.175
376	6,267	0.144
OPEN SP.	167,117	3.836

- (A) 25' STATE UNDISTURBED BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION.)
(B) 50' UNDISTURBED BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION.)
(C) 75' IMPERVIOUS SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION.)

WATER AND SEWER CERTIFICATE

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

SEE ORIGINAL SIGNATURES
PLAT BOOK 115, PAGE 98
CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY



CURVE	ARC	RADIUS	CHORD BEARING	CHORD
C1	37.15'	55.00'	S70°09'03"W	36.45'
C2	36.10'	55.00'	S31°59'36"W	35.46'
C3	8.33'	55.00'	S08°50'54"W	8.32'
C4	24.09'	55.00'	S08°02'26"E	23.90'
C5	40.78'	55.00'	S41°49'48"E	39.85'
C6	43.21'	55.00'	S85°34'47"E	42.11'
C7	37.71'	55.00'	N52°16'01"E	36.98'
C8	26.99'	55.00'	N18°33'57"E	26.72'
C9	37.09'	25.00'	N47°00'21"E	33.78'



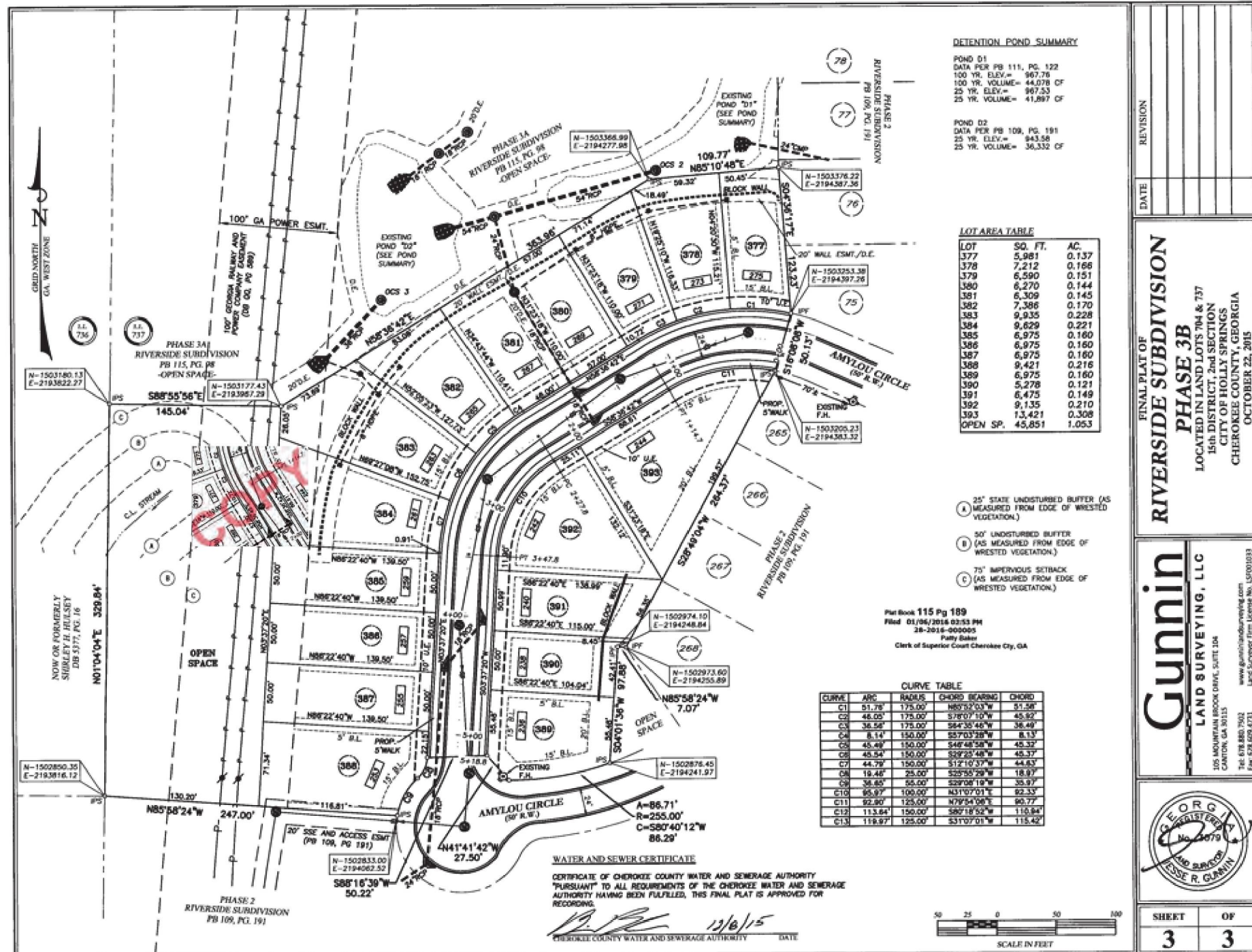
RIVERSIDE SUBDIVISION PHASE 3A

LOCATED IN LAND LOTS 704 & 737
15th DISTRICT, 2nd SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA
SEPTEMBER 10, 2015

GUNNIN
LAND SURVEYING
1000 S.W. 20th Ave.
Gainesville, FL 32609
www.gunninlandsurveying.com
Phone: 352.366.2001
Fax: 352.366.2002



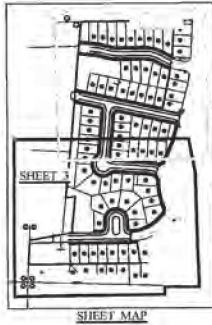
SHEET	OF
3	3



WATER AND SEWER CERTIFICATE

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

CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE



DETENTION POND SUMMARY

POND C
100 YR. ELEV. = 1011.91
100 YR. VOLUME = 64,354 CF
25 YR. ELEV. = 1010.59
25 YR. VOLUME = 52,135 CF

HATCH AREA INDICATES
GRADING EASEMENT AND
PERMANENT MAINTENANCE
EASEMENT (DB 9747, PG. 481)

NOW OR FORMERLY
SHEETS H. HULSEY
DB 577, PG. 16

NOW OR FORMERLY
HELEN H. BARRETT AND
BRYAN W. BARRETT
DB 1250, PG. 58

FILE 606k 116 Pg 178
FILED 04/27/2016 04:03 PM
28-2016-000196
Patty Baker
Clerk of Superior Court Cherokee City, GA

DATE

REVISION

FINAL PLAT OF

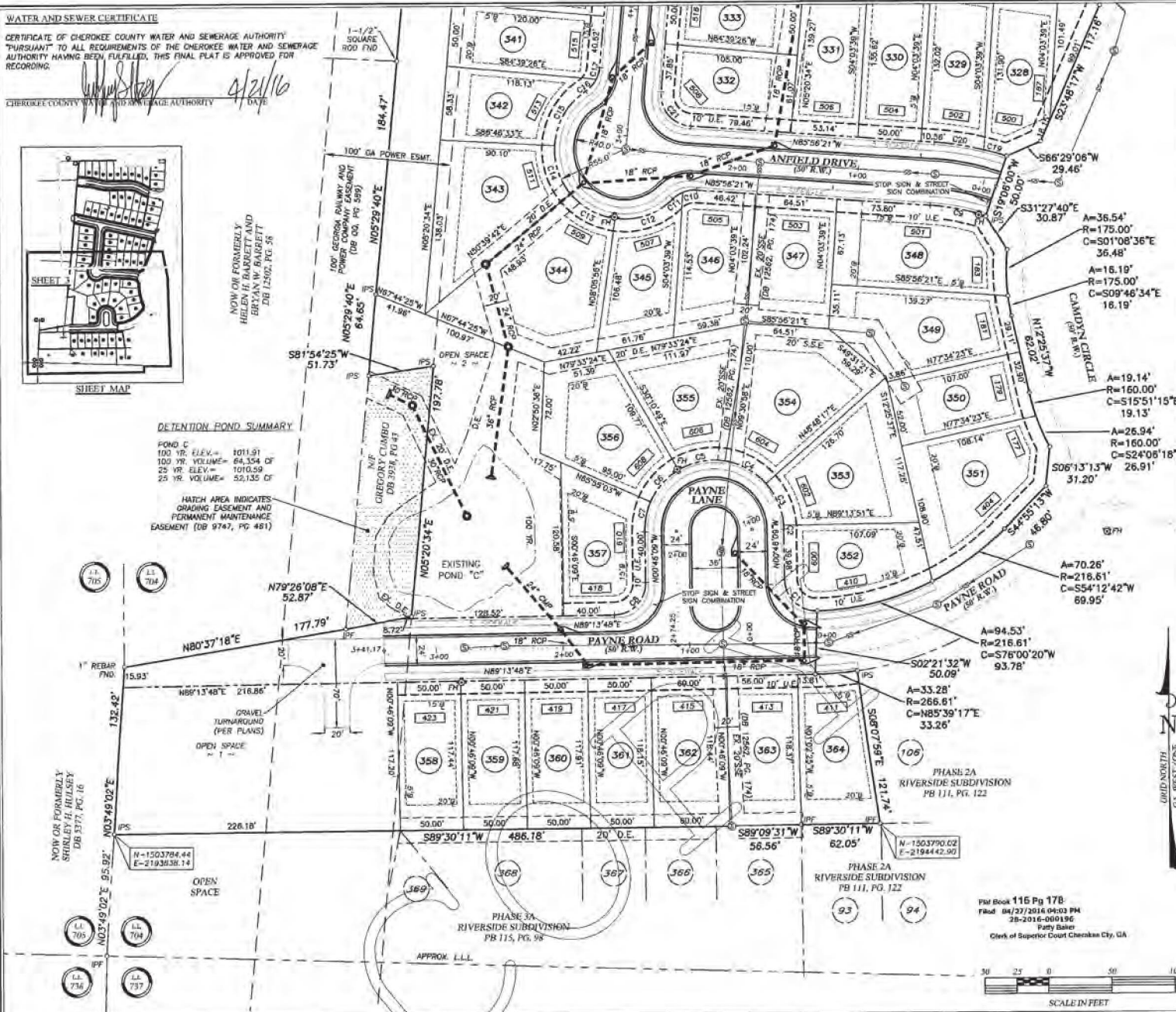
Gunnin
LAND SURVEYING, LLC



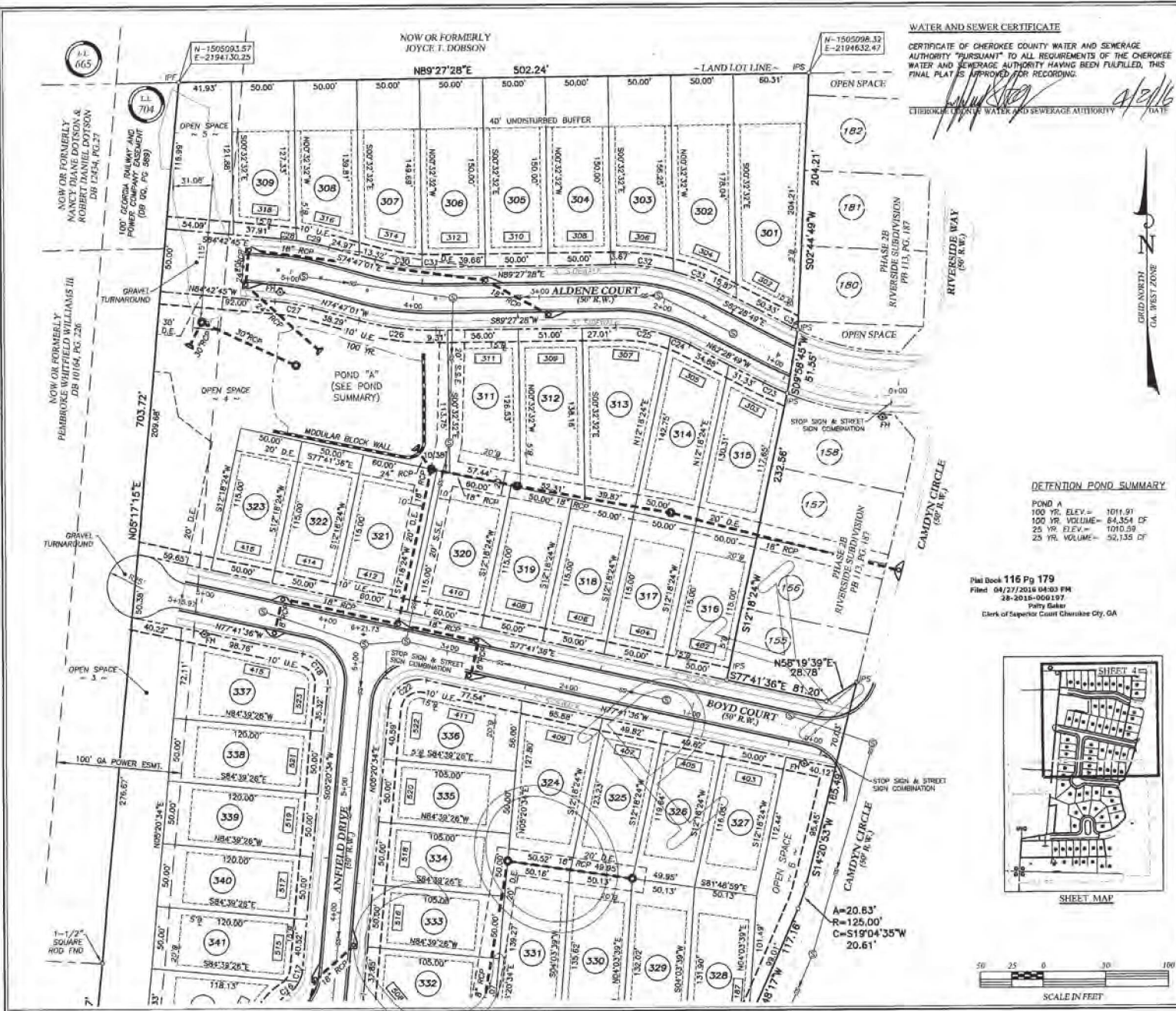
SHEET 3 OF 4

**RIVERSIDE SUBDIVISION
PHASE 3C**
LOCATED IN LAND LOT 704
15th DISTRICT, 2nd SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA
MARCH 15, 2016

101 MOUNTAIN BROOK DRIVE, SUITE 204
CANTON, GEORGIA 30145
Tel: 770.485.7943
Fax: 770.680.4731
www.gunninlandsurveying.com
Land Surveyor Firm License No. L9901033



FILE 606k 116 Pg 178
FILED 04/27/2016 04:03 PM
28-2016-000196
Patty Baker
Clerk of Superior Court Cherokee City, GA



REVISION	
DATE	
FINAL PLAT OF RIVERSIDE SUBDIVISION PHASE 3C LOCATED IN LAND LOT 704 15th DISTRICT, 2nd SECTION CITY OF HOLLY SPRINGS CHEROKEE COUNTY, GEORGIA MARCH 15, 2016	
Gunnin LAND SURVEYING, LLC 105 MOUNTAIN BROOK DRIVE, SUITE 104 CARTON, GA 30115 Tel: 578.605.3923 Fax: 578.605.4711 www.gunninlandsurveying.com Land Surveyor Firm License No. 449001053	
SHEET	OF
4	4

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO ACCEPT AND AUTHORIZE STREETS TO BECOME PUBLICLY MAINTAINED STREETS

WHEREAS, the City of Holly Springs has general authority and control over the streets within its jurisdiction, including the acceptance of streets for maintenance purposes; and

WHEREAS, the below mentioned streets are located in the corporate limits of the City of Holly Springs; and

WHEREAS, the below mentioned streets have been constructed and inspected in accordance with the standard specification and details; and

WHEREAS, the below mentioned streets, as shown on the attached maps, be placed upon the Municipal Street System as municipally-maintained streets; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following streets, substantially as set forth in Exhibit “A” attached hereto and located within Riverside Subdivision Phase III become publicly maintained streets:

Subdivision	Road	Linear Feet
Riverside Phase III A	Kells Court	261.2
Riverside Phase III B	AmyLou Circle	518.84
Riverside Phase III C	Aldene Court	451.71
	Anfield Drive	631.62
	Boyd Court	538.31
	Payne Lane	274.25
	Payne Road	341.17

This Resolution is adopted this 17th day of August, 2020.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

2020 Community Development Assistance Program (CDAP) Cherokee County Housing Outreach and Engagement

Draft Scope of Services

The following is a proposed outline of steps to assist Cherokee County in housing outreach and engagement through Atlanta Regional Commission's (ARC) Community Development Assistance Program (CDAP). ARC will provide staff assistance from ARC's Community Development Group to complete this study.

Note: Due to COVID-19, all meetings and community engagement and outreach activities will be conducted virtually. In-person activities will only be resumed once ARC leadership has deemed it safe and necessary.

Project Timeline

The following scope of services is anticipated to be completed in approximately 6 months. However, the timeline can change as the project progresses.

Project Management Team

ARC recommends that a Project Management Team (PMT) be created to assist in the guiding the development of activities as well as provide logistical and administrative oversight. The team could be comprised of the lead project staff representative from Cherokee County and one staff contact from each of the participating cities.

Advisory Committee

ARC recommends that an advisory committee be created to provide input on the Housing Analysis completed by the Bleakly Advisory Group and additional input on housing challenges and solutions to be considered for the County and cities. This group can be comprised of 12-15 individuals that represent housing stakeholders within Cherokee County, including a representative from Bleakly Advisory Group, local employers, developers, and lenders. The exact makeup of this group will be determined early in the planning process in consultation with the PMT.

Deliverables

The final deliverable of this project will be a report summarizing the public engagement process and input received.

Proposed Tasks

Pre-kickoff work

Before the project formally kicks off, there are several steps that ARC will go through with Cherokee County. These include:

- ARC will provide the scope of services to Cherokee County and make modifications based on follow-up discussions.
- A PMT will be formed. The membership of the PMT will be determined through discussions between ARC and Cherokee County before the project begins.

- An advisory committee will be formed. The membership of the advisory committee will be determined through discussions between ARC and the PMT before the project begins.
- The activities above may necessitate at least one in-person meeting between ARC and Cherokee County as well as communication during the period immediately before project initiation.

Task 1 – Project initiation

The planning process will begin in Month 1 with meetings between ARC staff and appropriate staff, commissions, committees, and other groups. Likely meetings include:

- Initial PMT meeting: The PMT will be introduced to the objectives of the project. The opportunities for the project in the County and participating cities will be explained.
- Presentations by Cherokee County staff, if and as needed, at meetings of various City Councils and/or County Commission. The purpose of these meetings would be to introduce the project to key decision-makers.
- Initial advisory committee meeting: The committee will be introduced to the objectives of the project and their role.

Task 2 –Stakeholder Engagement Strategy

ARC staff will work with the PMT and Advisory Committee to confirm the outreach and engagement approach in Month 2.

The following community engagement activities will be included:

- Advisory committee meetings: ARC staff, with logistical support from the PMT, will provide an overview of the Housing Analysis completed by the Bleakly Advisory Group, seek feedback, and facilitate a conversation on additional challenges and opportunities that should be included. The information collected in the advisory committee meeting will form the basis of information shared at the Virtual Open Houses.
- Virtual Open House: ARC staff, with logistical support from the PMT, will conduct two virtual community input sessions to raise awareness of the need to address housing in the County and cities and gain feedback on citizen concerns and perceptions. ARC will prepare summary documents, such as PowerPoint presentation or boards, to highlight the findings and recommendations of the Bleakly Advisory Group study and facilitate conversation at each meeting.
- Virtual Housing Summit: ARC and Cherokee County will organize a half-day summit for elected officials in the County. The purpose of the summit will be to share the Bleakly Advisory Group study findings and public engagement input with elected officials and introduce best practices in addressing housing issues faced by the County and cities. The specific agenda for the summit will be determined in coordination with the Advisory Committee. Elements will include:
 - Summary of findings from the study
 - Summary of community engagement
 - Panel presentation from regional leaders on relevant topic
 - Presentation by elected leadership from County and cities

Responsibilities for all events include:

- ARC staff will lead creation of programming and execute agenda, including development of required visuals and other tasks needed.
- PMT team will be responsible for logistics including, inviting attendees, publicizing event, Technology specifics, etc.

Task 3 – Outreach and Engagement Summary Document

ARC will prepare a report summarizing the public engagement process and input received. This document will be provided to the Project Management Team for review and discussion. Based on feedback received, the final memorandum will be prepared.

Deliverable: A memo summarizing key public input process and results.

*Memorandum of Understanding
Cherokee County Housing Outreach and Stakeholder Engagement
Between
Cherokee County and the Cities of Canton, Holly Springs and Woodstock*

WHEREAS, Cherokee County, with support from the cities of Canton, Holly Springs, and Woodstock (henceforth jointly referred to as “Jurisdictions”), submitted a Community Development Assistance Program (CDAP) application (hereinafter “Project”) which was chosen in May of 2020 by the Atlanta Regional Commission (ARC); and

WHEREAS, ARC and Cherokee County, in collaboration with the Jurisdictions, will develop and finalize a scope of work and staff hours estimated to complete the Project; and

WHEREAS, the Jurisdictions will represent themselves and/or their interests on committees throughout this Project; and

WHEREAS, the Jurisdictions will have designated and identified duties to help complete the housing analysis Project; and

WHEREAS, the Jurisdictions hereby agree to each pay up to a total of **\$750.00** to the County; and

WHEREAS, County shall be the fiscal agent for said Project and shall utilize the funds received from the Jurisdictions to finance the tasks necessary to complete the Project, with approximately **\$2,250.00** of such funds from the Jurisdictions being combined with **\$750.00** from the County and utilized to cover the **\$3,000.00** of local contribution for the ARC project costs; and

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Understanding (MOU) is intended to provide a framework for continuing cooperative and comprehensive planning and development of the Cherokee County Housing: Outreach and Engagement Project. The development of this project will be led by ARC and managed by Cherokee County, with the support and representation of the Jurisdictions. The information contained in the Cherokee County Housing Study prepared by Bleakly Advisory Group will provide a comprehensive evaluation of our local housing supply and demand plus preliminary recommendations on strategies to address our housing challenges. Additional housing information may be provided by ARC during the course of the project.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. Cherokee County Tasks.

Cherokee County shall be responsible for the following:

1. Form a Project Management Team (PMT) that will guide the development of the assessment and provide logistical and administrative oversight. The PMT will consist of representatives from ARC, Cherokee County and each Jurisdiction.

2. Form an Advisory Committee that will assist in providing feedback on the Cherokee County Housing Study, help guide decisions about public engagement plans and provide additional input on housing challenges and solutions to be considered for the county and cities. The Advisory Committee will consist of representatives from Cherokee County, the Jurisdictions and representatives picked by agreement of both County and Jurisdictions.
3. Provide overall coordination and management of the project.
4. Incorporate feedback from the Jurisdictions for final scope of work.
5. Cherokee County's leadership will participate in the project and allocate sufficient time at meetings to ensure a successful project, if applicable.
6. If an increase to the local match amount is needed, Cherokee County shall determine whether to contribute additional funding or withdraw from this MOU.
7. Cherokee County will manage payments to ARC and bill jurisdictions for their share within 30 days of receiving an accurate invoice.

B. Jurisdictions Joint Tasks.

The Jurisdictions shall be jointly responsible for the following:

1. Appoint a representative to serve as a member of the Project Management Team, which will provide logistical and administrative oversight for the project.
2. Appoint two (2) representatives to serve as members of the Advisory Committee, which will guide the development and execution of public outreach and engagement.
3. Work with Cherokee County to identify service providers and community members to serve on the Advisory Committee.
4. Provide data, adopted plans, reports, and other requested information and materials needed to complete the project.
5. Assist with the booking of meeting venues, food and beverages at meetings if needed or desired by Cherokee County and scheduling with local stakeholders.
6. Conduct outreach to stakeholders for engagement activities, where applicable.
7. The Jurisdictions' leadership will participate in the project and allocate sufficient time at meetings to ensure a successful project, if applicable.
8. Reimburse Cherokee County up to **\$750.00** each, within 30 days of receiving the County's invoice.

SECTION 3: TIME OF PERFORMANCE,

This agreement shall become effective upon execution by all parties and remain in effect until the completion of all tasks required of the Parties for the project or termination by one of the parties as provided below.

The County agrees to enter into an agreement with the Jurisdictions for the contract "Cherokee County Housing Outreach and Public Engagement." The County shall be the fiscal agent for the Project and shall be responsible for submitting all necessary payments to ARC.

Any party may withdraw from this Agreement upon sixty (60) days' written notice to the other Parties, provided that the Party requesting withdrawal has provided notice and sufficient

opportunity for remedy. In the event of a withdrawal by any Party, no portions of any payments of any kind whatsoever shall be owed or repayable to said Party.

SECTION 4: AMENDMENTS AND MODIFICATIONS

This Agreement may only be modified by an instrument in writing executed by Cherokee County and the Jurisdictions. Notwithstanding the foregoing, Cherokee County, and the Jurisdictions acknowledge that this Agreement may be revised or refined from time to time during its term. The Parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements. Official representatives for discussions about this agreement will be Margaret Stallings for Cherokee County, Brittany Anderson for the City of Canton, Nancy Moon for the City of Holly Springs and Brantley Day for the City of Woodstock.

The undersigned parties, by and through their respective duly authorized representatives, executed this **Memorandum of Understanding** on and as of the date last written above.

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

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 2020.

Signed On Behalf of Cherokee County, Georgia:

By: _____
HARRY B. JOHNSON, Chairman Date _____

Attest: _____
CHRISTY BLACK, County Clerk Date _____

APPROVED by the City of Canton Council

this ____ day of _____, 2020.

Signed On Behalf of City of Canton, Georgia;

By: _____
BILL GRANT, Mayor

Date

Attest: _____
Annie Fortner, City Clerk

Date

APPROVED by the City of Holly Springs Council this 17th day of August, 2020.

Signed On Behalf of City of Holly Springs, Georgia;

By: _____
STEVEN W. MILLER, Mayor Date

Attest: _____
KAREN NORRED, City Clerk Date

APPROVED by the City of Woodstock Council

this ____ day of _____, 2020.

Signed On Behalf of City of Woodstock, Georgia;

By: _____
DONNIE HENRIQUES, Mayor

Date

Attest: _____
RHONDA PEZZELLO, City Clerk

Date

City of Holly Springs
City Council Work Session Meeting Minutes
July 6, 2020

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Dee Phillips (via videoconferencing), Councilman Jeremy Smith, and Mayor Pro Tem Michael Roy Zenchuk II.

Elected Officials Absent: Councilwoman Karen Barnett and Councilman Kyle Whitaker.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, and Main Street Director/Assistant City Clerk Erin Honea.

Mayor Miller called the Work Session to order.

Mayor Miller led the Pledge of Allegiance. Councilman Smith gave the invocation.

Mayor Miller announced that Councilwoman Dee Phillips was present via videoconferencing.

Public Comment

Cherokee County resident and representative of the Falls of Cherokee Homeowners Association, Mark Preetorious, spoke in favor of A-01-2020 and MA-03-2020 as presented, but requested that stipulations prohibit the U-turn as presented on Sixes Road.

Cherokee County resident, John Seifert, thanked the applicant and Council for listening to the concerns made previously, and made a presentation to Council asking that stipulations prohibit the U-turn on Sixes Road as presented in A-01-2020 and MA-03-2020. Additionally, he asked that if Council did not prohibit the U-turn on Sixes Road as presented, that they add a stipulation prohibiting construction vehicles from using the U-turn on Sixes Road during construction. He also cited erosion concerns along Toonigh Creek.

Cherokee County resident, Tom Rouse, thanked Council for their partnership in the past, thanked the applicant for listening to density concerns, and asked that Council prohibit the U-turn on Sixes Road as presented in A-01-2020 and MA-03-2020.

Cherokee County resident Matt Leszynski opposed A-01-2020 and MA-03-2020 citing erosion concerns along Toonigh Creek and traffic concerns surrounding the U-turn on Sixes Road.

Holly Springs resident Josh Brummeler initially desired to voice his opposition to the townhomes as previously presented in A-01-2020 and MA-03-2020. He thanked the applicant for changing the product to single family residential units, and spoke in favor of the development as currently presented.

Mayor Pro Tem Zenchuk made a motion to adjourn the Work Session and enter into Executive Session for the purposes of Litigation and Real Estate. Councilman Smith seconded the motion. Motion carried 3-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

City of Holly Springs
City Council Work Session Meeting Minutes
July 27, 2020

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips (via videoconference), 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 Finance Director Denise Lamazares.

Mayor Miller called the Work Session to order.

No action taken.

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

Meeting adjourned.

City of Holly Springs
City Council Meeting Minutes
July 27, 2020

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilwoman Dee Phillips (via videoconference), 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 Finance Director Denise Lamazares.

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

Consent Agenda

1. June 1, 2020 Council Work Session Meeting Minutes
2. June 15, 2020 Council Work Session and Meeting Minutes
3. A resolution to amend the Municipal Services Master Fee Schedule
4. A resolution calling for a Special Election to be held in conjunction with the General Municipal Election to be held on November 3, 2020
5. An addendum to the Memorandum of Agreement with the Systematic Alien Verification Entitlements (SAVE) program and authorize and ratify the City Clerk's execution of the agreement
6. E 9-1-1 Communications Public Safety Memorandum of Understanding between Cherokee County, Georgia and the City of Holly Springs, Georgia
7. Award the 2020 Stormwater Maintenance Project to Excellere Construction for the combined Base Bid Stormwater Improvement and Alternate 1, in an amount not to exceed \$91,650 and authorize the Mayor to execute the construction documents
8. A resolution to accept a loan and a grant from the Georgia Transportation Infrastructure Bank (GTIB) administered by the State Road and Tollway Authority (SRTA) and authorizing the City Manager to act in all matters pertaining to the City of Holly Springs' participation in the GTIB Loan and Grant Program administered by SRTA

Mayor Pro Tem Zenchuk made a motion to approve the July 27, 2020 Consent Agenda. Councilman Smith seconded the motion. Motion carried 5-0.

Old Business

Mayor Pro Tem Zenchuk made a motion to approve A-01-2020 annexation of 18.0 +/- acres located at 972 Sixes Road, Cherokee County, GA tax parcel 086 of tax plat 15N09. Councilman Smith seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve MA-02-2020, rezoning of 18.0 +/- acres located at 972 Sixes Road, Cherokee County, GA tax parcel 086 of tax plat 15N09 from R-40, Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City) with staff stipulations as described in MA-02-2020, with an amendment to Stipulation #20 to include, "A U-turn shall be permitted at the intersection of WellStar Way and Sixes Road allowing traffic to make a U-turn onto Sixes Road to travel westbound. These improvements shall be reviewed by the City Engineer. The cost of improvements to permit the U-turn shall be provided by the developer." Councilwoman Barnett seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve MA-03-2020 rezoning of 2.05 +/- acres located off of Highway 140, Holly Springs, GA, tax parcels 049D and 049E of tax plat 15N25D, from PDR/MXD, Planned Development Residential / Mixed Use to GC, General Commercial with staff stipulations as described in MA-03-2020. Seconded by Councilman Smith. Motion carried 5-0.

Mayor Pro Tem made a motion to approve CUP-04-2020 a Conditional Use Permit for a Self-Storage establishment located off of Highway 140, Holly Springs, GA, tax parcels 049D and 049E of tax plat 15N25D with staff stipulations as described in CUP-04-2020. Councilwoman Barnett seconded the motion. Motion carried 5-0.

New Business

Mayor Pro Tem Zenchuk made a motion to release the Morgan's Run Subdivision Asphalt Topping Performance Bond No. GA18493. Councilman Smith seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve a Memorandum of Understanding between LexisNexis Coplogic Solutions Inc. and the City of Holly Springs, Georgia and authorize the Chief of Police to electronically execute the agreement. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve an ordinance to amend the Code of the City of Holly Springs, Georgia, Chapter 22 – Businesses, Article II – Occupation Taxes and Regulatory Fees, Section 22-38 – Administrative and Regulatory Fee Structure. Councilman Smith seconded the motion. Motion carried.

Councilman Whitaker made a motion to approve a proposal from Caldwell Cline Architects & Designers for as-built floor plans and four elevations showing existing conditions of the structure located at 113 Palm Street, Holly Springs, Georgia, 30115. Mayor Pro Tem seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve a proposal from OnSite Monitoring & Management, LLC for the activities associated with the National Pollutant Discharge Elimination System (NPDES) general permit GAR100001 for the Holly Springs Mixed-Use Work and Infrastructure Project in an amount not to exceed \$350 per month. Councilman Whitaker seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to approve the adoption of various Service Delivery Strategy Form 2 documents: Summary of Service Delivery Strategy Arrangement among the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock and Cherokee County, and to add the Stormwater Form 2, and remove the Parks and Recreation Form 2 and Roads and Bridges Form 2. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilman Smith made a motion to table the Job Description for Special Projects Coordinator. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to recess the Council business meeting in order to enter into the Parks and Recreation Authority meeting and reconvene after the conclusion of the Parks and Recreation Authority meeting in order to enter into Executive Session. Councilman Whitaker seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to enter into Executive Session for the purpose of litigation. Councilman Whitaker seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



June 1, 2020

VIA E-MAIL

(knorred@hollyspringsga.us)

Karen Norred, CMC, ACHRM
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

RE: Personnel Manual Review

Dear Karen:

As requested, this letter sets forth a proposal for a review of the City of Holly Springs Personnel Manual. Based on discussions to date, the City is requesting that we review the Manual for legal compliance and internal consistency. Our proposal for this project is as follows.

We propose to review and edit the Manual for compliance with applicable federal, state, and local laws and regulations, identify any areas where the policies could be subject to multiple or conflicting interpretation or are internally inconsistent, explain any potential weaknesses of the current policies and procedures, and recommend any additional best practices or process improvement. We will also provide guidance on potential steps to resolve any issues and will provide sample language when appropriate. You will receive our recommended revisions in a "red-lined" or "tracked changes" electronic version of the Manual.

Following receipt of this red-lined version of the Manual, we will work with the City to address any questions and to make any additional revisions. At the end of the process, you will be provided the revised Manual in complete form ready for adoption and implementation.

Karen Norred, CMC, ACHRM
City of Holly Springs
June 1, 2020
Page 2

Based on our prior experience in conducting reviews of personnel policy manuals and handbooks for local governments and our initial review of the handbook you provided to us, we believe it will require approximately 40-50 hours of work to complete the above-described process. The work would be billed at an hourly rate of \$230.00, not to exceed \$9,500.00.

Sincerely yours,



Patrick L. Lail

I have reviewed the foregoing letter, understand it and agree to be represented by Elarbee, Thompson, Sapp & Wilson, LLP according to the terms set forth herein.

CITY OF HOLLY SPRINGS

Date

Signature

Printed Name

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 18.1+/- acres, identified as tax parcels 102 and 103 of tax plat 15N26, Land Lots 254 and 255 of the 15th District of Cherokee County, from AG, Agricultural and R-40, Residential Estate to GC, General Commercial and TND, Traditional Neighborhood Development; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Stanley Martin, LLC, requesting rezoning in the City of Holly Springs, Georgia, concerning 18.1+/- acres, identified as tax parcels 102 and 103 of tax plat 15N26, Land Lots 254 and 255 of the 15th District of Cherokee County, from AG, Agricultural and R-40, Residential Estate to GC, General Commercial and 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 18.1+/- acres, identified as tax parcels 102 and 103 of tax plat 15N26, Land Lots 254 and 255 of the 15th District of Cherokee County, is hereby rezoned from AG, Agricultural and R-40, Residential Estate to NC, Neighborhood Commercial and TND, Traditional Neighborhood Development as stated in Sections 2 and 3.

Section 2

5.2+/- acres, as shown on conceptual site plan submitted with the application entitled, “ZONING EXHIBIT FOR PRANCE-HOPKINS TRACT”, dated, “07/31/20”, and labeled, “Exhibit A”, shall be zoned NC, Neighborhood Commercial with the following stipulations attached:

1. 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.
2. Owner/Developer shall coordinate with the Community Development Director and the City Arborist regarding landscaping.
3. All improvements to Hickory Flat Highway (State Route 140) shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
4. Sidewalks, decorative street lamps, and curb and gutter, shall be installed along the road frontage of Hickory Flat Highway, as applicable and approved by the Georgia Department of Transportation (GDOT), and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of

the West Residential District, as stated in Article 19, Design Guidelines for Model Zoning District.

5. All future development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, Hickory Road District as well as, the Holly Springs Development Regulations and the Holly Springs Zoning Ordinance.
6. A 30-foot buffer in compliance with the Holly Springs Zoning Ordinance, Article 9, Buffer Requirements, shall be maintained along the western side of the property adjacent to tax parcel 15N26 104.
7. The following uses shall be prohibited on this site:
 - a. Cellular phone towers
 - b. Hotel and Extended Stay Facilities
 - c. Outdoor Amusement Enterprises
 - d. Recreation Park

Section 3

12.9+/- acres, as shown on conceptual site plan submitted with the application entitled, “ZONING EXHIBIT FOR PRANCE-HOPKINS TRACT”, dated, “07/31/20” , and labeled, “Exhibit A”, shall be zoned TND, Traditional Neighborhood Development with the following stipulations attached:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, amenity areas, common areas, open space areas, other common recreational areas and the like contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. Density shall be limited to a maximum density of 3.18 units per acre, or a maximum of 41 fee simple single-family residential detached dwelling units.
5. Setbacks for individual lots shall be as follows:
 - Front—15 feet
 - Side—5 feet
 - Street Side—10 feet
 - Rear—15 feet
6. Lot design shall ensure that the distance from the back of sidewalk to the garage door shall be a minimum of 20 feet.

7. Signage at the entrance point shall be ground based, monument style and in compliance with Article 10, Signs and Outdoor Advertising. The entrance areas shall be professionally designed, landscaped and maintained. All project signage will be consistent with the architectural design regulations established for the principal and accessory buildings within the project as established by the master association.
8. The architectural style shall be of craftsman type and the exterior facade shall consist of two of the following materials: brick, stone, stacked stone, cedar shake type and/or Hardiplank, or other cementitious material, with one of the materials being brick or stone, and shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
9. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
10. 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.
11. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping. A 2-foot beauty strip shall be permitted between the curb and the sidewalk.
12. An eight-foot (8') privacy fence shall be installed along the southern and eastern common property lines of this development, specifically adjacent to the following parcels:

15N26 059
 15N26 060
 15N26 061
 15N26 063
 15N26 064
 15N26 069
 15N26 070
 15N26 132A

A 25-foot undisturbed buffer shall be maintained adjacent to this fence.

13. All improvements to Hickory Flat Highway (State Route 140) shall be provided as per determination and recommendation of the Georgia Department of Transportation (GDOT) and the City Engineer.
14. Sidewalks, decorative street lamps, and curb and gutter, shall be installed along the road frontage of Hickory Flat Highway, as applicable and approved by the Georgia Department of Transportation (GDOT), and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the West Residential District, as stated in Article 19, Design Guidelines for Model Zoning District.
15. Interior streets shall have a minimum-right-of-way of 45 feet.
16. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$989 per unit constructed and such fee shall be paid prior to the issuance of each building permit.

Section 4

This ordinance shall become effective August 17, 2020, upon approval by Mayor and City Council.

Section 5

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 Sections 1, 2, and 3 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 4 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 17th day of August, 2020, by the Mayor and City Council of the City of Holly Springs, Georgia.

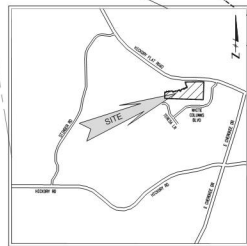
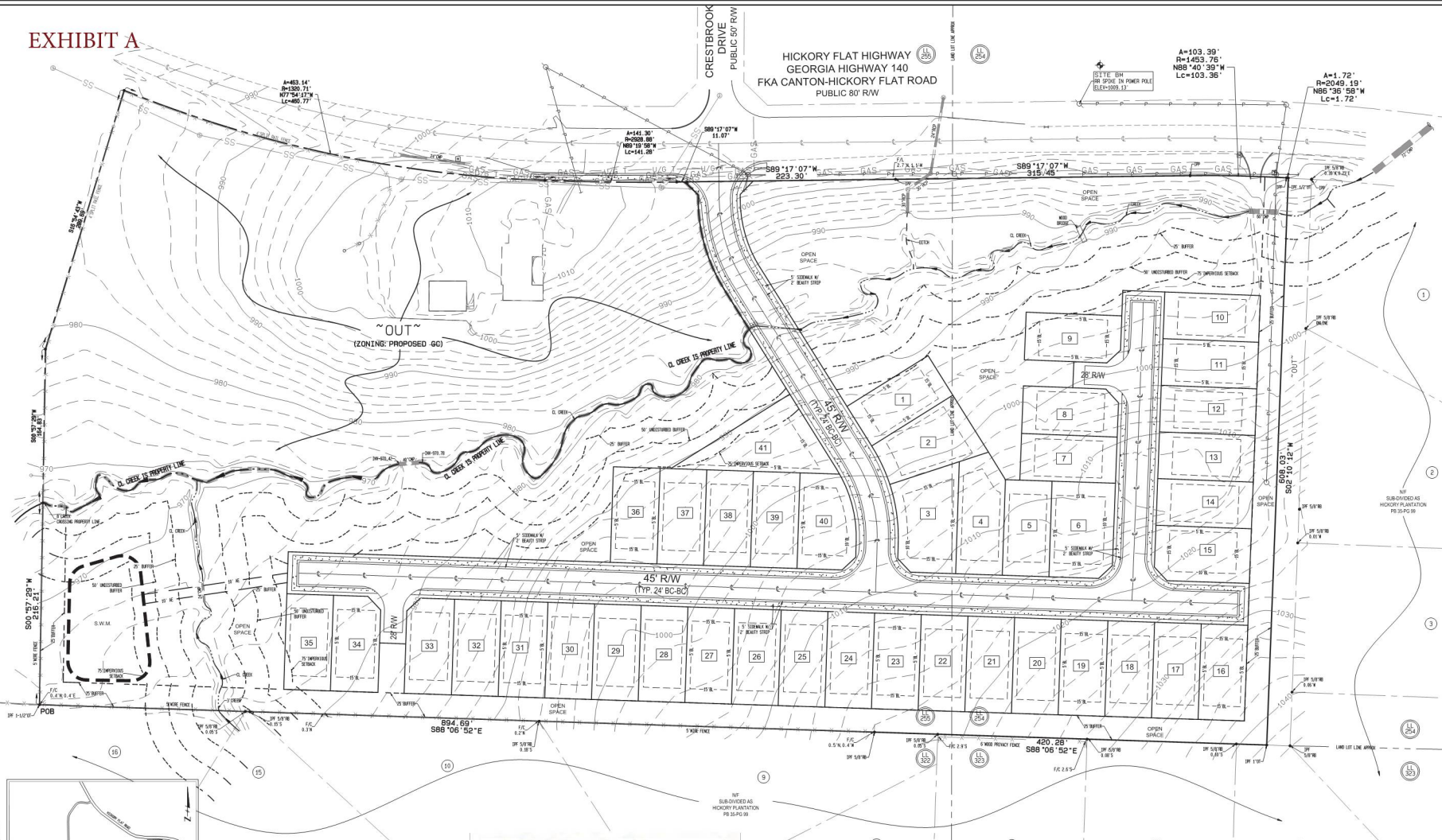
CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

EXHIBIT A

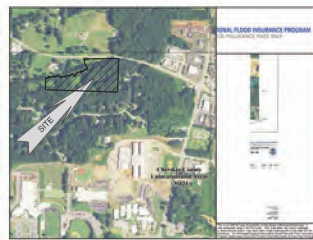


THIS DEVELOPMENT WILL BE SERVED BY PUBLIC SEWER AND WATER FLOOD ELEVATIONS SHOWN ARE CHEROKEE COUNTY'S, VERY CONSERVATIVE, "FUTURE CONDITION FLOODPLAIN" PER GIS HISTORY HAS SHOWN THIS STUDY IS OVERLY CONSERVATIVE AND THE FLOOD ELEVATIONS ARE EXAGGERATED AN INDEPTH FLOOD STUDY WILL BE CONDUCTED PRIOR TO LDP APPROVAL.

*FLOOD PLAIN AREA IS APPROXIMATE AND WILL BE DETERMINED AFTER A FLOOD STUDY IS COMPLETED.

NO EASEMENTS, CEMETERIES, ARCHITECTURAL OR ARCHEOLOGICAL FEATURES EXIST ON SITE.

NOTE: ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS BY OTHERS. WATTS & BROWNING ENGINEERS HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS INFORMATION SHOWN HEREON RE- GRADING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED TO US BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH THE UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.



FEMA FLOOD MAP
N.T.S.

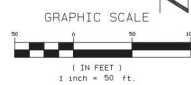
WATTS & BROWNING ENGINEERS, INC. HAS EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) AND BY GRAPHICALLY PLOTTING THE LOCATION OF THE SUBJECT PROPERTY ONTO CHEROKEE COUNTY FIRM MAP NUMBER 180702000E, DATED 09/29/2008, THE REFERENCED PROPERTY IS LOCATED IN THE ZONE LISTED BELOW.

ZONE X (UNSHADED); AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE FLOOD LINE, IF SHOWN, IS APPROXIMATE AND THE ACTUAL LIMITS OF FLOOD LINE BASED ON PLOTTED ELEVATIONS MAY EXTEND BEYOND THOSE SHOWN HEREON.

DEVELOPMENT DATA

TOTAL SITE AREA: 18.1 AC
PROPOSED RESIDENTIAL AREA: 12.9 AC
PROPOSED ZONED GC AREA (OUT): 5.2 AC
OPEN SPACE PROVIDED: 5.7 AC (DOES NOT INCLUDE S.W.M.)
CURRENT ZONING: AG & R-40
PROPOSED ZONING: PD TND/GC
RESIDENTIAL DENSITY: 41 LOTS (3.18 LOTS/AC)
MINIMUM LOT SIZE: 5,000 SF
SETBACKS:
FRONT: 15'
SIDE: 5' (10' SIDE CORNER @ 45' R/W)
REAR: 15'
GARAGE DOORS TO BE A MINIMUM OF 20' FROM SIDEWALK.



ZONING EXHIBIT FOR PRANCE-HOPKINS TRACT

LAND LOTS 254 & 255 ~ 15TH DISTRICT ~ 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

NO.	DATE	BY	DESCRIPTION
1	06/19/2017	JJT	ADDRESS CITY COMMENTS
2	07/21/2017	JJT	ADDRESS CITY COMMENTS

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE #225
MARIETTA, GEORGIA 30060
PHONE: (770) 254-6330
WWW.WEBENG.COM
LSF000420 - REF000714

SCALE:	1" = 50'
DESIGNED BY:	DRG
DRAWN BY:	JJT
CHECKED BY:	DRG
INITIAL ISSUE DATE:	02/25/2020
JOB NUMBER:	191204
SHEET NUMBER:	1 OF 1

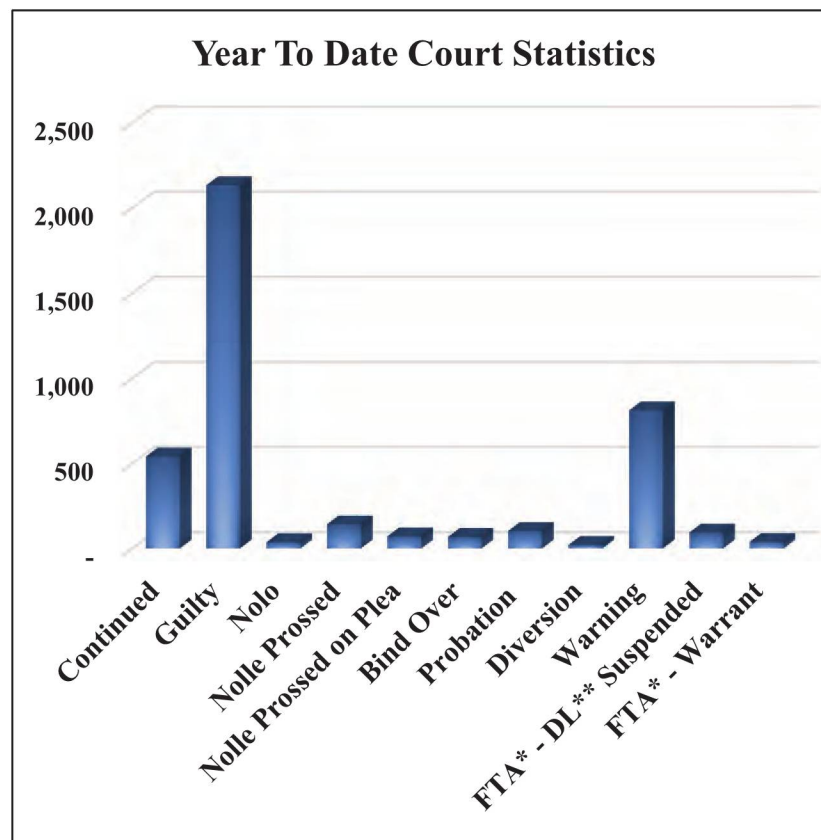


City of Holly Springs Court Statistics 2020 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	170	65	-	1	97	75	-	-	-	-	-	538
Guilty	585	685	183	36	22	270	351	-	-	-	-	-	2,132
Nolo	6	12	1	-	-	8	9	-	-	-	-	-	36
Nolle Prossed	37	34	6	-	4	29	31	-	-	-	-	-	141
Nolle Prossed on Plea	13	18	10	-	3	17	10	-	-	-	-	-	71
Bind Over	17	17	2	2	3	16	10	-	-	-	-	-	67
Probation	18	39	14	-	1	19	11	-	-	-	-	-	102
Diversion	5	8	3	-	-	4	-	-	-	-	-	-	20
Warning	82	135	59	12	152	111	258	-	-	-	-	-	809
FTA* - DL** Suspended	5	29	35	5	6	3	10	-	-	-	-	-	93
FTA* - Warrant	6	8	10	-	-	8	6	-	-	-	-	-	38
	904	1,155	388	55	192	582	771	-	-	-	-	-	4,047

* Failure to Appear

** Driver's License

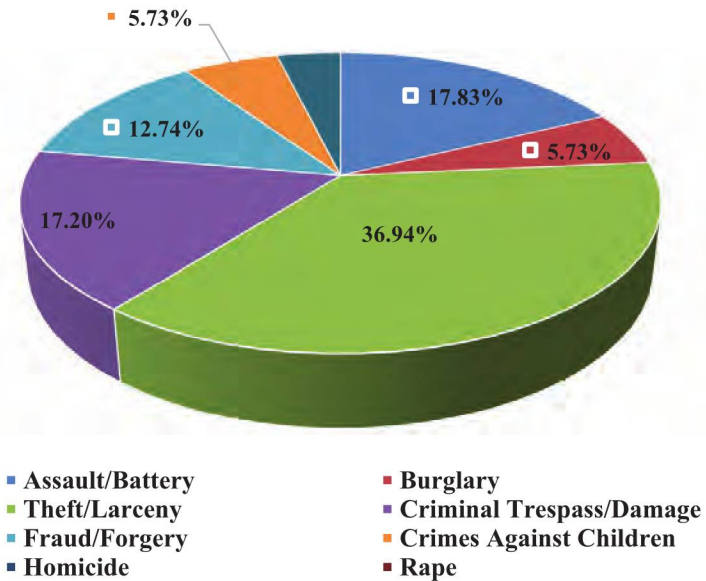




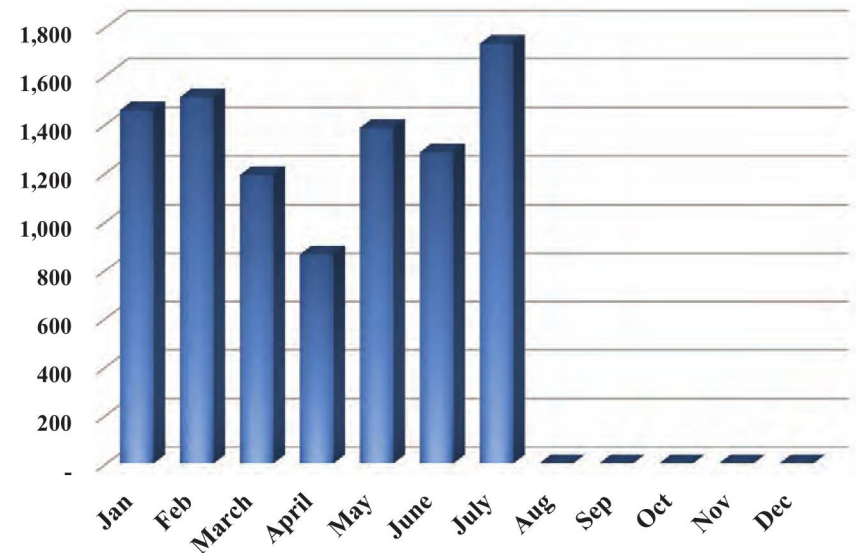
City of Holly Springs Police Statistics 2020 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	3	2	5	-	2	11	5	-	-	-	-	-	28
Burglary	-	-	2	4	3	-	-	-	-	-	-	-	9
Theft/Larceny	15	6	7	10	9	9	2	-	-	-	-	-	58
Criminal Trespass/Damage	4	10	-	7	-	3	3	-	-	-	-	-	27
Fraud/Forgery	4	4	1	3	3	3	2	-	-	-	-	-	20
Crimes Against Children	-	2	-	-	1	4	2	-	-	-	-	-	9
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	-	-	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	3	1	1	-	-	1	-	-	-	-	-	-	6
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	29	25	16	24	18	31	14	-	-	-	-	-	157
Calls for Service	1,454	1,507	1,189	862	1,382	1,281	1,729	-	-	-	-	-	9,404

Year To Date Police Statistics



Year To Date Calls for Service





**City of Holly Springs
Monthly Operation Report
Executive Summary**

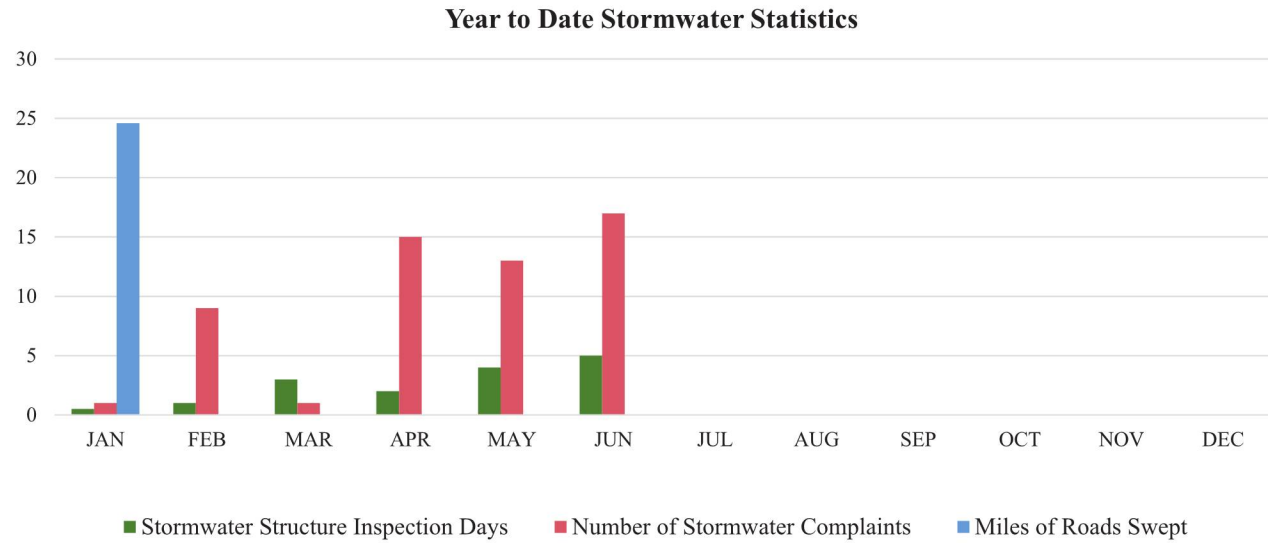
Description	Jul-20
Pot Hole Repair	3
Tree Service Work	2
ROW Mowing	32
Dead Animal Pick Up	3
Street Sweeping	0
Road Salting	0
Sign Maintenance	4
Traffic Signals	4
Equipment Maintenance	5
Misc. Work Orders	13
PARKS	
J.B. Owens	18
Barrett Park	8
J.C. Mullins	12
Monthly Totals	103



**City of Holly Springs
Stormwater Statistics
2020 Year to Date**

Stormwater Structure Inspection Days
Number of Stormwater Complaints
Miles of Roads Swept

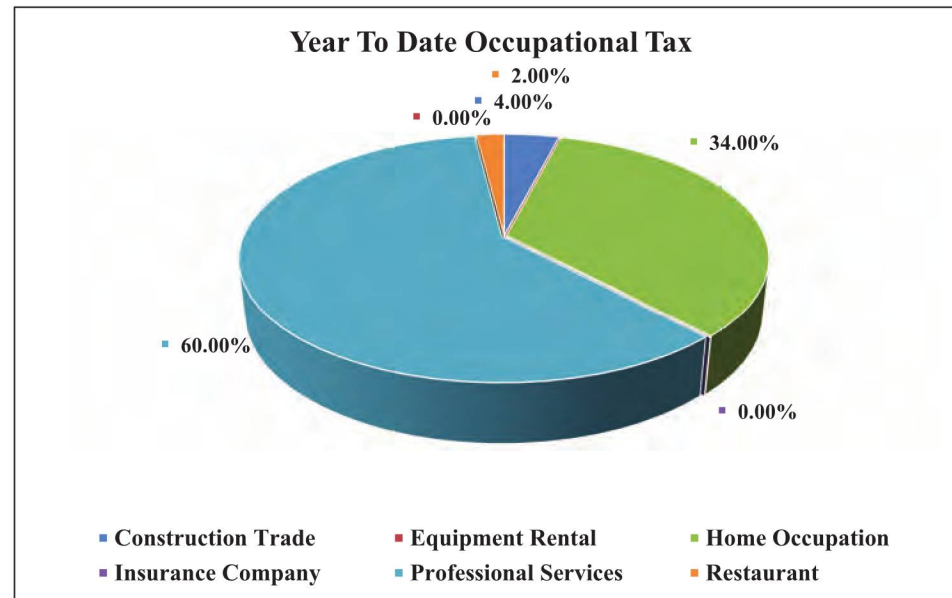
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
	0.5	1	3	2	4	5	3					15.5
	1	9	1	15	13	17	5					56
	24.6	0	0	0	0	0	0					24.6





City of Holly Springs Occupational Tax Summary 2020 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	1	-	1	-	-	-	-	-	2	4.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	-	5	1	2	3	4	2	-	-	-	-	-	17	34.00%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	7	3	5	1	6	6	2	-	-	-	-	-	30	60.00%
Restaurant	1	-	-	-	-	-	-	-	-	-	-	-	1	2.00%
	8	8	6	3	10	10	5	-	-	-	-	-	50	100.00%



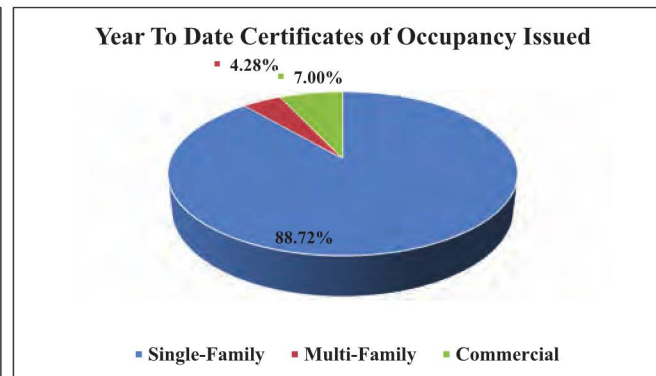
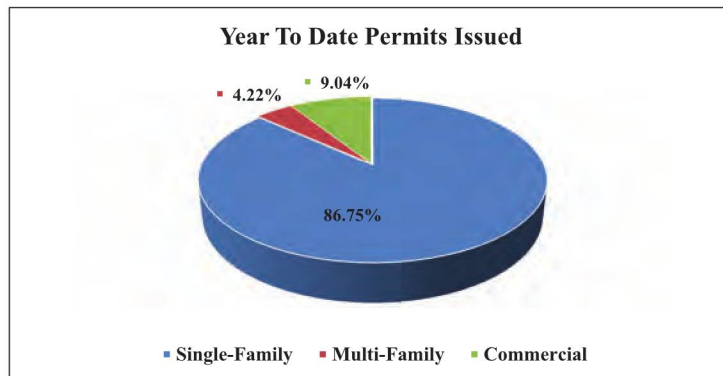


City of Holly Springs
Building Permits and Certificates of Occupancy
2020 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	18	42	46	26	7	16	26						181
Accessory Structures			1	3	6	8	11						29
Additions		1		1									2
Basement Buildouts	1	1	1	2	1	3	1						10
Mechanical	3	5	3	1	2	2	1						17
Plumbing		1	1				1						3
Electrical	1	1	2	1	2	2	2						11
Miscellaneous	4	12		3	6	2	8						35
Certificates of Completion	1	1	9		1	4	9						25
Certificates of Occupancy	31	28	30	33	26	27	28						203
Multi-Family													
Townhomes					5	4	5						14
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	8	3											11
Commercial													
New Structures	1						1						2
Addition-C				1									1
Tenant Build Outs	1	1	1	2		1							6
Accessory Structures					1								1
Mechanical	2												2
Plumbing			1										1
Electrical	1	2	2			1							6
Misc-C		2	1	5	2	1							11
Certificates of Completion	1	1	2		1		1						6
Certificates of Occupancy	4	2	1	2	1	1	1						12

Permits		
Single-Family	288	86.75%
Multi-Family	14	4.22%
Commercial	30	9.04%
	332	100.00%

CO's		
Single-Family	228	88.72%
Multi-Family	11	4.28%
Commercial	18	7.00%
	257	100.00%



City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

August 17, 2020

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
✓ 1. Philip Smith	3230 TARA BRANCH WALK	N	ZONING MA-05-2020
✓ 2. Mary Beth Smith	"	N	"
✓ 3. Dustin Lyle	3235 Tara Branch walk	N	ZONING MA-05-2020
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

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

