



City of Holly Springs

Date: Monday, June 17, 2019
Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. UNFINISHED BUSINESS
 - A. Discuss the acquisition of a construction camera system for the Town Center Project
Presented By: Mayor Steven W. Miller
- IV. NEW BUSINESS
 - B. Discuss amendment to the Code of the City of Holly Springs, Georgia, Chapter 46 – Social Hosts
Presented By: Chief Michael Carswell
 - C. Discuss a proposal from Key Advisors and authorize the City Manager, Robert H. Logan, to execute the documents
Presented By: Robert H. Logan, City Manager/Finance Director
 - D. Discuss the Service Delivery Strategy Extension among Cherokee County, the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock
Presented By: Robert H. Logan, City Manager/Finance Director
 - E. Discuss the job description for Administrative Assistant, Administration Department
Presented By: Robert H. Logan, City Manager/Finance Director
 - F. Discuss the job description for Administrative Assistant, Community Development Department
Presented By: Robert H. Logan, City Manager/Finance Director
 - G. Discuss a resolution to change polling locations for municipal elections
Presented By: Karen Norred, City Clerk/HR Director
 - H. Discuss contracts for termite and pest control services
Presented By: Ron Carter, Facilities/IT Manager
- V. ADJOURNMENT

**City Council Meeting
Agenda
7:00 p.m., Council Chambers**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATION

- June Yard of the Month – Thomas & Connie Smith
- 10 Years of Service Recognition – Sgt. Nathan Ernst, *by Chief Michael Carswell*

V. CONSENT AGENDA

1. May 6, 2019 Council Meeting Minutes
2. May 20, 2019 Council Meeting Minutes
3. Discuss A-04-2019, request to annex 1.0 +/- acres located off of Old Magnolia Way, Cherokee County, GA, tax parcel 133 of tax plat 15N14D
4. Discuss MA-04-2019, request to rezone 1.0 +/- acres located off of Old Magnolia Way, Holly Springs, GA, tax parcel 133 of tax plat 15N14D, from R-40, Single Family Residential Estate (County) to RD-20, Single Family and Duplex (City), with staff stipulations
5. ORD-11-2019, amendment to the Code of the City of Holly Springs, Georgia, Chapter 18 – Building and Building Regulations, Article IV – Administration and Enforcement of State Minimum Standard Codes
6. 2019-2020 Georgia Classic Main Streets Program Memorandum of Understanding and authorize City Manager, Robert H. Logan, to execute the agreement
7. National Main Street Center Local Program Accredited Member Sublicensing Agreement and authorize City Manager, Robert H. Logan, to execute the agreement
8. Job description for Stormwater Coordinator/GIS Technician
9. Job description for Main Street Director/Assistant City Clerk

10. Estimate from Sherlock Roofing, LLC for the Train Depot

VI. UNFINISHED BUSINESS

11. Approve/deny the acquisition of a construction camera system for the Town Center Project

VII. NEW BUSINESS

12. Approve/deny an amendment to the Code of the City of Holly Springs, Georgia, Chapter 46 – Social Hosts

13. Approve/deny proposal from Key Advisors and authorize the City Manager, Robert H. Logan, to execute the documents

14. Approve/deny the Service Delivery Strategy Extension between Cherokee County, the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock

15. Approve/deny the job description for Administrative Assistant, Administration Department

16. Approve/deny the job description for Administrative Assistant, Community Development Department

17. Approve/deny a resolution to change polling locations for municipal elections

18. Approve/deny contract with Allgood Pest Solutions not to exceed \$2,596.00 for initial termite treatment with \$1,000.00 annual renewal after the first year

19. Approve/deny contract with Cook's Pest Control not to exceed \$4,275 for initial pest control with \$3,780 annual renewal after the first year

VIII. EXECUTIVE SESSION

- Personnel
- Real Estate
- Litigation

IX. REPORTS

X. ADJOURNMENT



Holly Springs Time Lapse Technology Solution

Prepared For: Mayor Steve Miller and the City Council
Date: 6-13-19

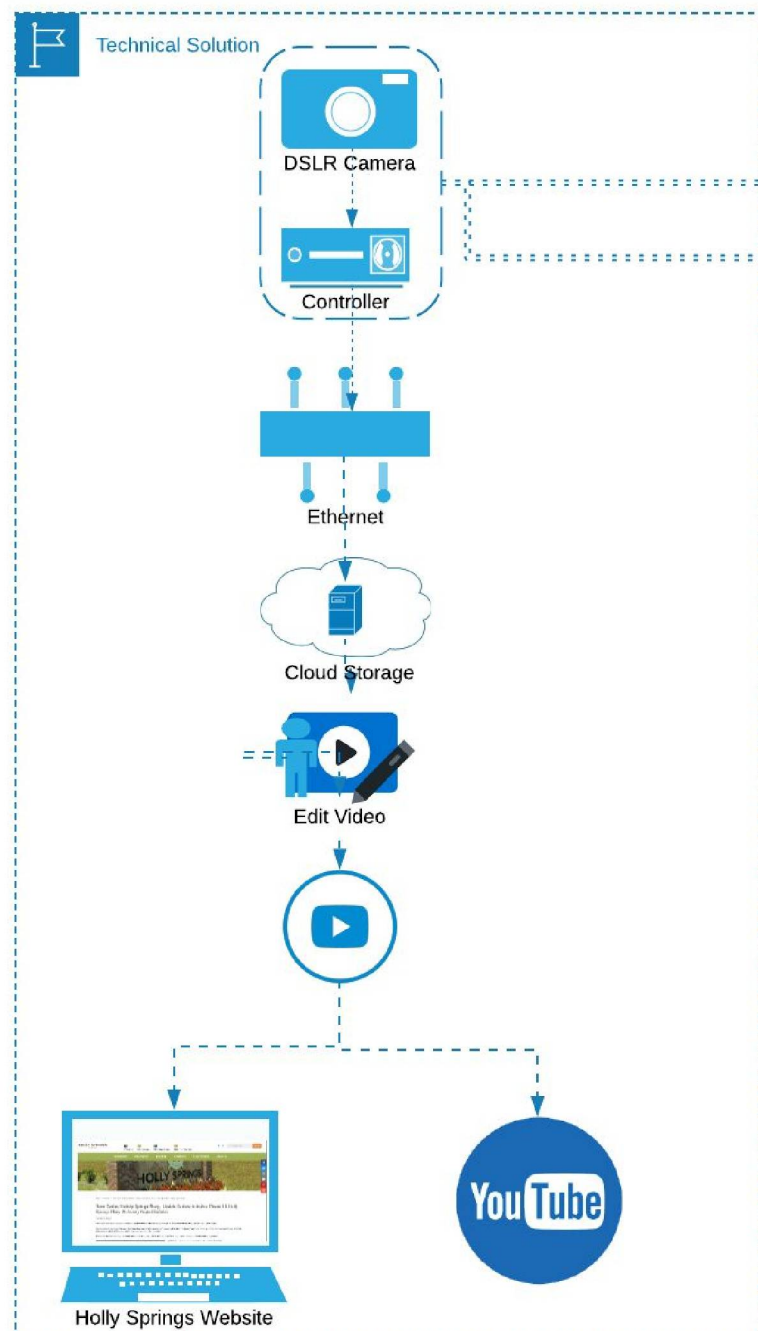


The Situation

The City of Holly Springs is building a new city center and would like to capture the birth of the city with a time lapse. The time lapse images should be put together at least monthly to show the progress the city is making. The videos should be able to be shared on the City's website: <https://hollyspringsga.us> and and social media channels. All of the images should be stored on a server which will accessible for other uses.

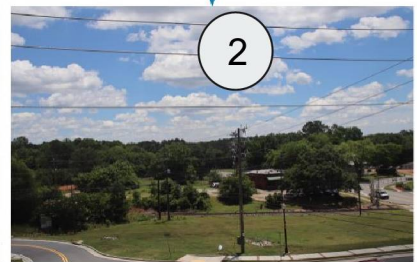
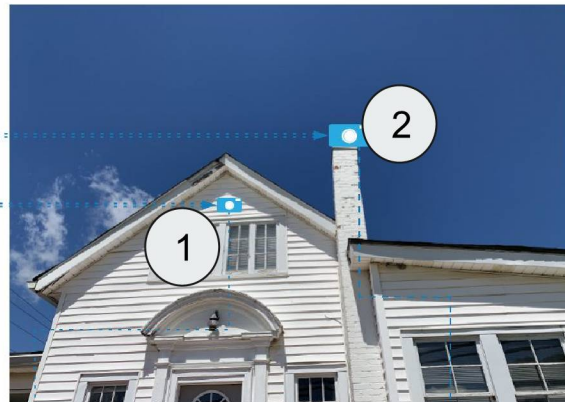
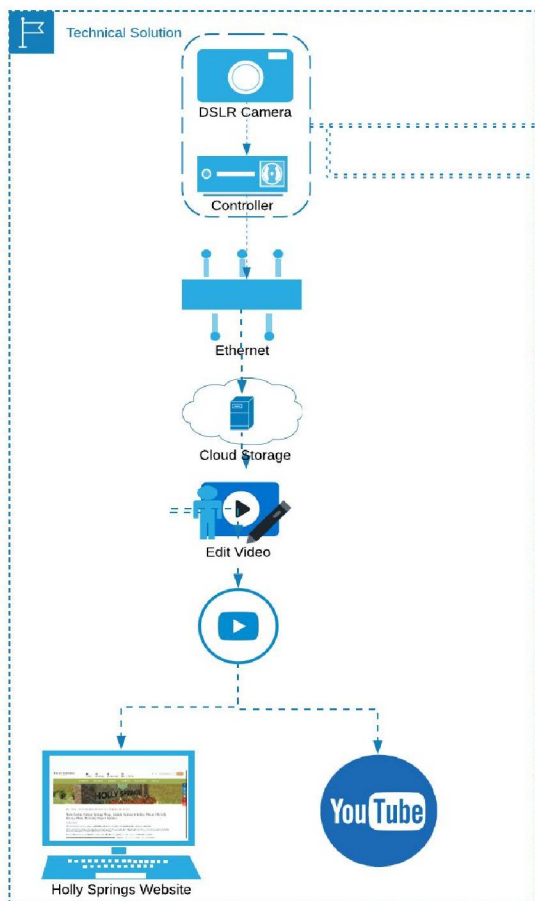
The Solution

We will utilize the current office space at 2720 Holly Springs Parkway. To minimize costs, we will use a DSLR camera connected to a controller which will manage the time-lapse and transmit the files to the server. The server will be in a cloud storage solution. Aculign will take those files and provide an up-to-date time lapse video ready for syndication on the website and social media. If desired, Aculign can syndicate the video at an extra cost.



Camera Positions

There are several camera positions available. Camera position 2 looks like the best view without the obstruction of the powerlines.



Video Creation

Aculign will create a video similar to the link below on a frequency to be determined by your leadership. An example of a video is below. We developed a quick logo sting to provide a little animation at the beginning. We can do much more with the logo sting once we have the real logo file.



Costs

Set-up Costs (one time)		Monthly Costs			
Item	Cost	Number of Videos (per year)	Video Creation	Service & Storage per month	Total per month
Camera	\$1000				
Controller & Housing	\$300	12	\$200	\$200	\$400
Cabling	\$100	6	\$100	\$200	\$300
Installation	\$300	4	\$80	\$200	\$280
Storage	\$200	2	\$50	\$200	\$250
Total	\$1,900	1	\$30	\$200	\$230

Total Cost over 2 years					
Number of Videos (per year)	Set-up costs	Service & Storage per month	Total Cost (year 1)	Total Cost (year 2)	Total Cost for 2 years
12	\$1,900	\$400	\$6,700	\$4,800	\$11,500
6	\$1,900	\$300	\$5,500	\$3,600	\$9,100
4	\$1,900	\$280	\$5,260	\$3,360	\$8,620
2	\$1,900	\$250	\$4,900	\$3,000	\$7,900
1	\$1,900	\$230	\$4,660	\$2,760	\$7,420

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, CHAPTER 46-OFFENSES AND MISCELLANEOUS PROVISIONS; SECTION 9. SOCIAL HOSTING; OF THE CODE TO ENACT PROVISIONS PERTAINING TO SOCIAL HOSTS; TO PROVIDE GUIDELINES FOR ENFORCEMENT AND PENALTIES FOR SUCH ORDINANCE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, by the Mayor and City Council of the City of Holly Springs, Georgia, have been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of Holly Springs; and

WHEREAS, having found that alcohol is a contributing factor in many risky behaviors and crimes committed by persons under the age of twenty-one (21), and having found that persons under the age of twenty-one (21) often possess or consume alcoholic beverages at social gatherings held at private residences or upon private property under the control of persons over the age of twenty-one (21), known as "social hosting," the Council of the City of Holly Springs finds that it is in the interests of the public safety and welfare of the citizens of Holly Springs, Georgia to prohibit social hosting; and

WHEREAS, this Ordinance change will benefit the safety and welfare of the citizens of the City of Holly Springs; and

NOW, THEREFORE, the Council of the City of Holly Springs hereby ordains that:

Section 1. Chapter 46-Offenses and Miscellaneous Provisions; Section 9 – Social hosting be established as follows:

Sec. 46-8. Social hosts.

(a) *Definitions.* As used in this section:

Alcoholic beverage shall mean alcohol, spirits, liquor, wine, beer, and every liquid, solid, or gas containing alcohol, spirits, liquor, wine, or beer.

Gathering shall mean an assembled group of three (3) or more non-related persons, at least one of whom is under the age of twenty-one (21) years old and whom is not the child of the person responsible for the property.

Social Host shall mean a person who:

(1) Knows or reasonably should know that a gathering will occur on property owned

or controlled by that person;

- (2) Knows or reasonably should know that alcoholic beverages will be at the gathering; and
- (3) Knows or reasonably should know that one (1) or more underage person will be present at the gathering.

(b) Prohibited activities and duties of Social Hosts.

- (1) No social host shall allow a gathering to occur or continue if an underage person at the gathering obtains, possesses, or consumes any alcoholic beverage and the social host knows or reasonably should know that an underage person has obtained, possesses, or is consuming alcoholic beverages at the gathering.
- (2) Every social host shall take reasonable steps to prevent the consumption of alcoholic beverages by any underage person at the gathering. Reasonable steps include, but are not limited to:
 - a. controlling access to alcoholic beverages;
 - b. prohibiting and preventing access to alcoholic beverages by any underage person;
 - c. verifying the age of persons at the gathering;
 - d. supervising the activities of underage persons at the event, and;
 - e. remaining on the property during the gathering.
- (3) If a social host determines or has reason to believe that an underage person has consumed an alcoholic beverage before or during the gathering, then the social host shall make reasonable efforts to terminate the gathering including, but not limited to, contacting law enforcement to report the suspected underage consumption.

(c) Penalty for violation of section.

Every person convicted of a violation of any provision of this section shall be punished in accordance with Section 1-12 of the Code of the City of Holly Springs, Georgia.

(d) Exceptions.

This Section shall not apply to conduct solely between an underage person and his or her parent while present in the parent's household.

This article shall not apply to any situation for which state or federal law establishes an exception or exemption.

Section 2. If any Section, sub-section, sentence, clause, phase or any portion of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and he does hereby adopt any and all parts hereof as may not to be held invalid for any reason.

Section 3. This Ordinance shall become effective immediately upon its approval by the Mayor and Council.

SO ORDAINED, this 17th day of June, 2019.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

June 13, 2019

Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Re: Proposed Hotel – Holly Springs, Georgia

Dear Mr. Logan:

In response to our recent conversation, I am pleased to submit this proposal for consulting services regarding the potential development of a hotel in Holly Springs, Georgia.

We understand the City of Holly Springs is working with a private developer to build a hotel on a City-owned site. With a number of businesses requiring hotel accommodations, a growing economy, and no business class lodging properties available in the City, you believe the addition of a midscale to upscale hotel could be successful. As such, you have requested Key Advisors conduct an independent, “third-party” market and financial assessment for a proposed Hotel including:

1. assessing the overall desirability of the area as an overnight lodging destination including availability of complimentary support amenities, access, visibility and the like;
2. assessing the future market demand and support for a newly developed Hotel;
3. recommending a market driven product including its market position, suitable brand(s), room count, amenities including meeting space, and services to best meet market demand.
4. assessing the likely utilization of the proposed Hotel based on market supply and demand trends and its anticipated competitive advantages; and
5. preparing estimates of cash flow available for debt service for the recommended Hotel for its first five full years of operation.

We assume the report will be used for your internal use and can be shared with potential development partners, operating and franchise companies, and lending institutions for the purpose of your continued discussions. Further, because the report will become public information, our report will state that the sole use of the document is for the stated project in the context intended and none other.

SCOPE OF SERVICES

The specific steps we would undertake in the study are as follows:

1. Initial Meeting

We will discuss the Hotel project with you and your team to obtain a thorough understanding of the objectives and timing of the project. We will tour the site and immediate area, discuss potential Hotel concepts you are contemplating, and gather any market and property information that is pertinent and readily available.

2. Site Analysis

We will conduct an assessment of the site as it relates to the desirability for a lodging facility. Our assessment will include evaluating the site relative to its current and proposed surrounding environments, the availability of support services for out-of-town guests, desirability of the destination, proximity of demand generators, and other relevant factors that would enhance the consumer's experience. Access and visibility and parking will also be addressed.

3. Area Review

We will evaluate relevant general economic conditions in the market area as they relate to lodging demand and use these indicators of potential future economic activity in our assessment of future demand. We will focus our research on the leisure and commercial development trends in Holly Springs, Cherokee County, and the Atlanta MSA area.

4. Competitive Supply

We will identify those properties that are likely to be competitive with the proposed Hotel and interview their management when possible. We recognize that the competitive set of hotels will include properties in neighboring cities given the lack of any properties in the City. We will prepare summary information including location, ownership, management, size, age/condition, demand segmentation and pricing, utilization metrics, and special attributes of each facility in the competitive set. We will also report any new supply that could potentially impact the competitive market.

5. Market Demand

We will prepare information on current demand patterns in the defined competitive lodging market including market segmentation, seasonality, and unsatisfied demand. Using our assessment of lodging trends and economic patterns in the area, historical growth in demand, and unsatisfied demand in the market, if any, we will prepare forecasts of future supply and demand for lodging, showing our estimates of market occupancy among the competitive hotels for a five year period.

Our analysis will incorporate interviews with key demand generators in the area, any economic development organizations, as well as tourism officials to help provide insights into development trends and major demand sources.

6. Recommendations

Our market research including interviews with various franchise representatives, hotel operators, and businesses as well as the strength of the market will provide the basis to recommend the appropriate sizing, market positioning, branding, and amenities.

7. Estimated Utilization

Our performance estimates for the proposed Hotel will be based on identification and quantification of the demand base likely to use the new Hotel. We will report on our assessment of the market, the components of demand, and how the Hotel will be evaluated by potential consumers from each identified market segment compared to the competition. The evaluation of the relative attractiveness of the product and location, together with anticipated strategies in terms of rates, services, and amenities, will form the basis for market share estimates. After estimating market share, by identified market segment, in terms of room nights likely to be captured by each segment, we will prepare estimates of occupancy and average daily rate attainable by the proposed Hotel for the first five full years of operation.

8. Financial Analysis

We will estimate potential revenues and expenses, by department, for the proposed Hotel for its first five full years of operation. The statements will be presented in current dollars and would include all revenues and operating expenses, to the line of Cash Flow Available for Debt Service and Income Taxes.

9. Documentation

We would issue a full narrative report summarizing our findings and conclusions, together with assumptions used in our analyses for the proposed Hotel. We would first issue you a draft and then after receiving comments issue the report to you in final format.

The report is intended for your internal use and can be shared with development partners, potential management and franchise companies, and lending institutions for the purpose of your continued discussions. Our report will be subject to our Statement of General Assumptions and Limiting Conditions, an example of which is included as Exhibit A.

TIMING AND FEES

Based on the scope of work outlined, our professional fees for the complete study as described would be \$14,000 and require approximately 6 to 8 weeks to complete once formally engaged. Timing is primarily a function of the availability of those key individuals identified for interviews during the research process as well as timely receipt of requested information from your organization.

In addition to our fees, we would be reimbursed for out-of-pocket expenses at our cost, including travel and transportation, lodging, meals, research materials, telephone, postage, and report production.

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City Manager/Finance Director
City of Holly Springs
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Expenses typically range between 10 percent and 15 percent of total professional fees; however, we agree to cap expenses at \$700. Work beyond the scope listed above or after the delivery of our reports will be billed separately on a time and expense basis.

We will progress bill you after approximately three weeks of work is completed and bill you for the balance of the assignment and any associated expenses after delivering the draft report. Our invoices will include a summary of expenses incurred. Our invoices are due at time of receipt.

QUALIFICATIONS OF KEY ADVISORS, INC.

Linda Wilson is the President of Key Advisors, Inc., a professional services company that focuses on providing market and financial analysis in the hospitality industry. She has more than 30 years of experience in marketing, operations, finance, valuation, and development in the hospitality and leisure sectors. Educated at Michigan State University's Hotel School and University of Missouri's Graduate Business School in Kansas City, her industry training began with Marriott at the Atlanta Marriott Airport Hotel.

Upon graduation, her consulting career commenced at Laventhol and Horwath. Her experience included market and economic feasibility studies, valuation, strategic planning, merger and acquisition consulting and market planning in the hotel industry. From 1992 to 1995, Ms. Wilson was a Senior Consultant with Coopers and Lybrand. During this period, her responsibilities included litigation support, workouts, valuation, as well as traditional market and financial studies in the hospitality and real estate industries.

From 1995 to 2002, Ms. Wilson was Director of the Southeast Hospitality Consulting group at Arthur Andersen. As a Principal, her responsibilities consisted of managing a variety of engagements including market and financial assessments of hotels, resorts, small inns, golf courses, spas, casinos, attractions, convention centers, entertainment complexes, and master planned communities. Over the years, Ms. Wilson has assisted a variety of clients including developers, owners, operators, lenders, law firms, brokers, governmental agencies, and architectural firms.

Ms. Wilson is a member of the International Society of Hotel Consultants and the Atlanta Hospitality Alliance. She has authored numerous articles on hospitality real estate issues and has been a guest speaker at various industry programs. Ms. Wilson is a founding member of Hospitality Industry Ministries, Inc. and serves on the board as the Treasurer since 2005. She was appointed to the Board of Directors for Hotel Equities, Inc. in 2010. She has also worked with Georgia Tech's Enterprise Innovation Institute as a tourism advisor and was recently appointed to the Michigan State University Hospitality School Real Estate Advisory Board.

Ms. Wilson is currently involved in and has recently completed a number of hotel projects in the Atlanta MSA including assignments in Sandy Springs, Midtown, Downtown, Dawsonville, and Sugar Hill, Georgia. Her recent experience includes working with large urban areas to small quaint towns that are currently underserved with lodging accommodations.

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CONCLUSION

We are pleased you have considered Key Advisors for this assignment and feel well qualified to provide the quality services you have every right to expect. The experience of Key Advisors offers you a focused team with extensive industry and local expertise. In addition, because we are a small firm, your project will receive the utmost attention. The terms outlined in the proposal are valid for 60 days from the date issued.

We are convinced we can add value to this project and appreciate the opportunity to be of service to you. If this proposal is satisfactory, it can stand as the agreement between our organizations. If this is the case, we request that you sign one copy of this proposal and return it to us along with the requested retainer. Key Advisors services and work product are provided in the terms of this letter and those additional terms set forth in our Engagement Terms (Exhibit B), a copy of which is attached, and which is by this reference made an integral part of this letter.

Very truly yours,



Linda C. Wilson, President
Key Advisors, Inc.

AUTHORIZATION

I hereby acknowledge and accept the services and terms outlined in this engagement letter dated June 13, 2019 and I authorize Key Advisors, Inc. to proceed with the described services.

**THE FOREGOING PROPOSAL, AND ITS TERMS AND CONDITIONS SET FORTH
ARE ACCEPTABLE IN ITS ENTIRETY ON THIS DAY OF _____, 2019:**

Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs

STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This report has been made with the following general assumptions and limiting conditions:

1. This report has been made only for the purpose stated and shall not be used for any other purpose. Except as specifically stated in the report, neither this report nor any portions thereof including, without limitations, any conclusions as to value, the identity of Key Advisors or any individuals signing or associated with this report, or the professional associations or organizations with which they are affiliated shall be disseminated to third parties by any means or be included or referred to in any Securities and Exchange Commission filing or other public document without the prior written consent and approval of Key Advisors.
2. Information furnished by others and publicly available data from recognized sources of financial information, upon which all or portions of this appraisal are based, are believed to be reliable, but have not been verified in all cases. No warranty is given as to the accuracy of such information and data.
3. No investigation has been made of, and no responsibility is assumed for, the legal description or legal matters related to the asset(s) being valued, including title or encumbrances. Title to the asset(s) being valued is assumed to be good and marketable unless otherwise stated. The asset(s) being valued is (are) assumed to be free and clear of any liens, easements or encumbrances unless otherwise stated.
4. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national, government or private entity or organization have been, or can readily be, obtained or renewed for any use on which the value estimate contained in this report is based.
5. Full compliance with all applicable federal, state and local zoning, use, environmental and similar laws and regulations are assumed, unless otherwise stated.
6. Responsible ownership and competent property management are assumed.
7. Areas and dimensions of the property were obtained from sources believed to be reliable. Maps or sketches included in this report are only to assist the reader in visualizing the property and no responsibility is assumed for their accuracy. No independent surveys were conducted.
8. No soil analysis or geological studies were ordered or made in conjunction with this report, nor was an investigation made of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
9. Unless otherwise stated in this report, we have no knowledge of the existence of hazardous material on, or in, the property; however, we are not qualified to detect such substances. The presence of potentially hazardous substances such as asbestos, urea-formaldehyde foam insulation, or industrial wastes may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on, in, or near the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field if further information is desired.

KEY ADVISORS ENGAGEMENT TERMS

These terms apply to the engagement described in any arrangement letter referencing them but shall also apply to any additional work we are asked within twelve months of any such arrangement letter to perform for client (unless a separate arrangement letter is used).

1. **Cooperation and Participation.** Key Advisors shall be entitled to rely on all information provided by and decisions and approvals of client (and its counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Key Advisors services and work product (including decisions on implementation or other further course(s) of action) and to be solely and exclusively responsible for such decisions. Although Key Advisors will endeavor to be alert to any incorrect or missing data, and plans to apply its normal diligence in this regard, Key Advisors shall nevertheless be entitled to rely on the accuracy and completeness of all information provided to us.
2. **Confidentiality.** Key Advisors will maintain the confidentiality of client information of a confidential nature using the same degree of care it uses in maintaining its own confidential information. Client shall at no time disclose any of Key Advisors work product and other confidential material, or its role in this engagement, to any third party (except to a government agency or court, to the extent such filing is an agreed objective of this engagement) without Key Advisors prior written consent in each case. Client's use of Key Advisors work product from this engagement (except for copies of filed tax returns) shall in any event be restricted to the item's stated purpose (if any) and otherwise to client's internal business use only. Each of us retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the engagement. Notwithstanding anything herein to the contrary, (i) no restriction in this agreement is intended to be nor shall be construed as a condition of confidentiality as such term is used in IRC §§ 6011, 6111, 6112 and the regulations there under; and (ii) any corporation who is a party to this agreement has Key Advisors' authorization to disclose to any and all persons, without limitation of any kind, any entity, plan, arrangement or transaction (including every aspect thereof) with respect to which Key Advisors, in connection with this agreement, does or is required to introduce, recommend, give advice, or otherwise provide consultation or services. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.
3. **Taxpayer Confidentiality Privileges; Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by Key Advisors may be subject to one or more claims of privilege by or on behalf of client (e.g., the attorney-client privilege; the IRC §7525 tax advisory privilege, etc.). Although the client is solely responsible for managing the recognition, establishment and maintenance (e.g. possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), Key Advisors shall cooperate with client's reasonable written instructions regarding same.
4. **Agreed Upon Scope of Work.** Key Advisors shall be obligated only for work or deliverables specified in the arrangement letter referencing these terms, and only for changes in such scope that

EXHIBIT B

are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Key Advisors services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings.

5. Access to Resources and Information. Unless specified herein as the responsibility of Key Advisors to provide, client shall have obtained for Key Advisors on a timely basis any internal and third-party permissions, licenses or approvals that are required for Key Advisors to perform the services contemplated hereunder (including use of any necessary software or data). Client shall also provide Key Advisors with such information, signoffs and assistance as may be necessary to Key Advisors work or as Key Advisors may reasonably request, and Key Advisors personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Key Advisors.
6. External Factors; Standards of Performance. Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of the client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Key Advisors performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the client's own business practices, Key Advisors has no responsibility to advise client of any such changes and client acknowledges the need for it to re-evaluate Key Advisors preceding services and deliverables. Key Advisors reserves the right to in whole or in part decline to perform certain tasks if information comes to Key Advisors attention indicating that performing such tasks could cause Key Advisors to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.
7. Business Risk Allocations. With respect to any services, work product or other deliverables hereunder, or this engagement generally, Key Advisors liability shall in no event exceed the fees it receives hereunder for the portion of the work giving rise to liability nor include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). Client shall upon the receipt of written notice indemnify Key Advisors and its affiliates, and their partners, principals and personnel, against all costs, fees, expense, damages and liabilities (including defense costs) associated with any third-party claim arising from or relating to: any services, work product or deliverables that client uses or discloses to others; or this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including contract, statute, any form of negligence whether of client, Key Advisors or others, tort, strict liability or otherwise) and whether or not Key Advisors was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined to be contrary to any applicable law. Such terms shall also continue to apply after any termination of this agreement and during any dispute between the parties.

EXHIBIT B

8. Affiliates. Recognizing that at times Key Advisors work may pertain not only to client but also to a parent, various of its subsidiaries, other affiliates, advisors and contractors, or to family members or related trusts, partnerships, partners, estates or foundations, client shall, as may be requested by Key Advisors from time to time (including subsequent to completion of the services), obtain written confirmation of their agreement to the terms of this letter. This agreement is binding on each party hereto and on each of its permitted successors, assigns and legal representatives. Key Advisors may authorize or allow its affiliates and contractors to assist in performing this letter and to share in Key Advisors rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in this letter and Key Advisors obtains such express commitments as are necessary.
9. General. This agreement, including its formation and the parties' respective rights and duties and all disputes that might arise from or in connection this letter or its subject matter, shall be governed by and construed in accordance with the laws of Georgia, without giving effect to conflicts of laws rules. Each party is an independent contractor with respect to the other and shall not be construed as having a trustee or fiduciary relationship. The letter, including this and any other incorporated attachments, sets forth the entire understanding between and among the parties regarding the subject matter addressed herein, supersedes all prior agreements, arrangements and communications and may not be modified or amended except by the mutual written agreement of both parties. If any term hereof is found unenforceable or invalid this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **CHEROKEE COUNTY**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Cherokee County, City of Ball Ground, City of Canton, City of Holly Springs, City of Mountain Park, City of Nelson, City of Waleska and City of Woodstock.

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport Authority, Animal Shelter, Court Services including District Attorney, Juvenile, Family, Superior and State Courts, Development Authority, Fire/EMA/911 Operations, Health Department, Library Services, Marshal's Office/Animal Control/Ordinance Enforcement, Parks and Recreation Authority, Planning and Zoning including Land Use Planning and Zoning Administration, Public Works/Roads & Bridges, Senior Services, Sheriff's Office including Law Enforcement, Uniform Patrol and Jail Operations, Voter Registration/Elections, Water Authority, Land Use Dispute Process.

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

None.



SERVICE DELIVERY STRATEGY

FORM 5: Certifications for Extension of Existing SDS

Instructions: This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

If the strategy for providing **ANY** local service is being revised, FORM 5 CANNOT be used. When revisions are necessary, a submittal MUST include updates to FORM 1, FORM 2, and FORM 4 that cover ALL local services.

COUNTY: CHEROKEE COUNTY

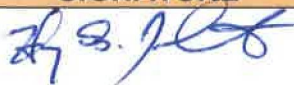
We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing **ALL** local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

Select <u>1</u> box, below	Type End-Year Below
☐ February 28,	2019
☐ June 30,	
☒ October 31,	

2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));
6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

SDS FORM 5, continued

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CHEROKEE COUNTY</u>	Chairman	Harry Johnston		6/4/19
<u>BALL GROUND</u>	Mayor	Rick Roberts		
<u>CANTON</u>	Mayor	Gene Hobgood		
<u>HOLLY SPRINGS</u>	Mayor	Steven W. Miller		
<u>MOUNTAIN PARK</u>	Mayor	Jim Still		
<u>NELSON</u>	Mayor	Sylvia Green		
<u>WALESKA</u>	Mayor	Mary Helen Lamb		
<u>WOODSTOCK</u>	Mayor	Donald P. Henriques		

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

1. Job Title: Administrative Assistant

2. Department: Administration

Division: N/A

3. FLSA Classification: Non-Exempt

Pay Grade: 12

B. INTRODUCTORY STATEMENT

This position is responsible for providing administrative support for the operations of the Administration Department.

C. ESSENTIAL JOB FUNCTIONS

1. Provides customer services; answers telephone and greets visitors; provides information and assistance; refers to appropriate personnel; takes messages and makes appointments.
2. Manages rentals of parks and recreational facilities.
3. Prepares memoranda, letters, email and other correspondence.
4. Prepares bank deposits; scans files for deposits.
5. Researches, compiles and monitors administrative or statistical data; summarizes data and prepares related reports.
6. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of city and departmental policies and procedures.
2. Knowledge of computers and job-related software programs.
3. Knowledge of bookkeeping principles.
4. Skill in prioritizing and organizing work.

5. Skill in the provision of customer services.
6. Skill in the maintenance of files and records.
7. Skill in the use of such office equipment as a computer, scanner, fax machine, and copier.
8. Skill in oral and written communication.

2. Responsibility

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

3. Personal Work Relationships

- a. Contacts are typically with co-workers, other city employees, architects, contractors, attorneys, business owners, vendors, and the general public.
- b. Contacts are typically to give or exchange information, resolve problems, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed in an office while sitting at a desk or table. The employee occasionally lifts light objects.

5. Guidelines

- a. Guidelines include city and department policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related administrative duties. Frequent interruptions contribute to the complexity of the position.
- b. The purpose of this position is to provide administrative support for the operations of the Administration Department. Successful performance contributes to the efficiency and effectiveness of those operations.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- b. Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of and apprenticeship/internship or having had a similar position for one to two years.

8. Supervisory Controls

- a. The City Clerk/Human Resources Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.

E. APPROVAL SIGNATURES

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

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- 1. Job Title: Administrative Assistant**
- 2. Department: Community Development** **Division: N/A**
- 3. FLSA Classification: Non-Exempt** **Pay Grade: 12**

B. INTRODUCTORY STATEMENT

This position is responsible for providing administrative support for the operations of the Community Development Office.

C. ESSENTIAL JOB FUNCTIONS

1. Provides customer services; answers telephone and greets visitors; provides information and assistance; refers to appropriate personnel; takes messages and makes appointments.
2. Processes and maintains department applications, files and records; scans documents into records management software; disposes of documents in accordance with records retention guidelines.
3. Provides administrative support for assigned boards and commissions; prepares related correspondences, meeting notices and agendas; attends meetings as required and transcribes meeting minutes.
4. Researches, compiles and monitors administrative or statistical data; summarizes data and prepares related reports.
5. Prepares memoranda, letters, email and other correspondence.
6. Performs related duties.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements
 - a. Knowledge, Skill, and Ability
 1. Knowledge of modern office practices and procedures.
 2. Knowledge of city and departmental policies and procedures.

3. Knowledge of computers and job-related software programs.
4. Skill in prioritizing and organizing work.
5. Skill in the provision of customer services.
6. Skill in the maintenance of files and records.
7. Skill in the use of such office equipment as a computer, scanner, fax machine, and copier.
8. Skill in oral and written communication.

2. Responsibility

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

3. Personal Work Relationships

- a. Contacts are typically with co-workers, other city employees, business owners, vendors, and the general public.
- b. Contacts are typically to give or exchange information, resolve problems, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed while intermittently sitting, standing or stooping. The employee occasionally lifts light objects.
- b. The work is typically performed in an office.

5. Guidelines

- a. Guidelines include city and department policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related administrative duties. Frequent interruptions contribute to the complexity of the position.
- b. The purpose of this position is to provide administrative support for the operations of the Community Development Department. Successful performance contributes to the efficiency and effectiveness of those operations.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- b. Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

8. Supervisory Controls

- a. The Community Development Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

E. APPROVAL SIGNATURES

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

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO CHANGE A POLLING PLACE FOR MUNICIPAL ELECTIONS

WHEREAS, the governing authority of the City of Holly Springs, Georgia is the Mayor and Council; and

WHEREAS, polling places must be suitable and provide appropriate access for disabled electors for all elections; and

WHEREAS, the City of Holly Springs currently utilizes the same polling places as established by Cherokee County for Municipal Elections; and

WHEREAS, the governing authority of the City of Holly Springs, Georgia is authorized to set the location of polling places for municipal elections; and

WHEREAS, on June 3, 2019 the Cherokee County Board of Elections and Registration voted to move the county precinct polling places located at Holly Springs Baptist Church located at 2632 Holly Springs Pkwy., Holly Springs, Georgia and Sixes Elementary School, located at 20 Ridge Rd., Canton, Georgia, since those current locations are no longer easily accessible; and

WHEREAS, it is the desire of the Mayor and City Council of the City of Holly Springs to change the Holly Springs municipal precinct polling place located at Holly Springs Baptist Church located at 2632 Holly Springs Pkwy., Holly Springs, Georgia to the City of Holly Springs, Kenneth N. Ball Public Safety Complex located at 3235 Holly Springs Pkwy., Holly Springs, Georgia and the municipal precinct polling place located at Sixes Elementary School, 20 Ridge Rd., Canton, Georgia to Hopewell Baptist Church, 78, Ridge Rd., Canton Georgia; and

NOW THEREFORE, the Mayor and City Council of the City of Holly Springs, Georgia hereby resolve that the Holly Springs municipal precinct polling place located at the Holly Springs Baptist Church be changed to the City of Holly Springs, Kenneth N. Ball Public Safety Complex located at 3235 Holly Springs Pkwy., Holly Springs, Georgia, and the municipal precinct polling place located at Sixes Elementary School be changed to Hopewell Baptist Church, 78, Ridge Rd., Canton Georgia.

This Resolution is adopted this 17th day of June 2019.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



COUNCIL AGENDA REPORT

FROM: Ron Carter

CC: City Clerk
Public Information

SUBJECT: Acquisition of a new pest control companies and annual contracts.

DATE: 6/10/2019

COUNCIL MEETING DATE: 6/17/2019

RECOMMENDATION

Approval of the new pest control company and annual contract.

REPORT-IN-BRIEF

Currently we don't have an annual pest control contract and a termite protection contract on all city owned buildings. The buildings were inspected by four pest control companies and they all provided quotes.

The companies that submitted quotes are Jaxx Pest Control Services, Daniel & Lawson, Allgood Pest Solutions, Cook's Pest Control, and Orkin Pest Control.

Out of the four, Orkin's quote was not even within the range of being considered and Jaxx (which we use currently on a month to month basis for pest control) has been providing only very minimal services when observed.

The one that it has been narrowed down to is Allgood. Allgood's quote came in at \$2,596.00 for initial termite protection and an annual renewal of \$1,000.00 for all buildings except for the Cotton Barn and Public Works shop. This termite control includes repair and retreat except for the Depot that would be retreat only. Their annual total pest control is \$5,200.00 per year with monthly applications and inspections. Any pest control call outs in between treatment are also covered.

Daniel & Lawson's quote was \$6,916.00 for the initial termite treatment and \$910.00 annual renewal. The pest control would be \$3,660.00 per year.

Cook's quote was \$3,646.00 for the initial termite treatment and \$1,411 annual renewal. The pest control would be \$4,275 for the initial year and \$3,780.00 for following years. Besides Allgood, they provide the full-service pest control including wasps and their nests and spiders and their webs. They also provide infiltration sealing as part of their service.

Staff recommendation is that we go with Allgood for the termite protection and Cook's for our monthly pest control solution.

DISCUSSION

None

CONCURRENCES

Finance, and Administration

FISCAL IMPACT

\$2,596.00 for initial termite treatment and \$1,000.00 per year renewal after the first year to Allgood Pest Solutions.
\$4,275.00 for initial pest control and \$3,780.00 per year after the first year to Cook's Pest Control.

ALTERNATIVES

Status quo

ATTACHMENTS

Quotes.

INSPECTION DATE: 04/01/2019 INSPECTOR: Steve Smith. SP27565 TREATMENT TYPE: Sentricon
PROPERTY ADDRESS: City Hall CITY: Holly Springs ZIP: 30115
OWNER: City of Holly Springs H# (770) 721-7505 W# (770) 721-7505 OTHER#
OTHER: Ron Carter H# W# OTHER#

- TREATMENT INFORMATION**
- ☒ Power On ☒ Water On
- ☐ Floor Covering:
- ☐ Carpet / Linoleum / Tile
 - ☐ Tackboard / Glue
 - ☐ Qtr. Round / Baseboard / Cove Base
 - ☐ Other
- ☐ Stored Items Moved By Homeowner / Techs
- ☐ Bushes Trimmed By Homeowner / Techs
- ☐ Cellulose Debris:
- ☐ Stacked
 - ☐ Hauled Away
- ☐ # Vents _____ # Wells _____
- ☐ Vent Color: _____
- ☐ Special Mortar Mix: _____
- ☒ Official Waiver

INSPECTION FINDINGS / REMARKS:

No Activity Found

- CONDUCTIVE CONDITIONS - PRESENT / DESCRIPTION:**
- ☒ Earth to Wood Contact Wood Deck Components(Stairs,support posts)
- ☐ Wood within 6" of soil
- ☐ Formboards / Grade Stakes / Cellulose Debris
- ☐ Excessive Moisture
- ☐ Insufficient Ventilation
- ☐ Other

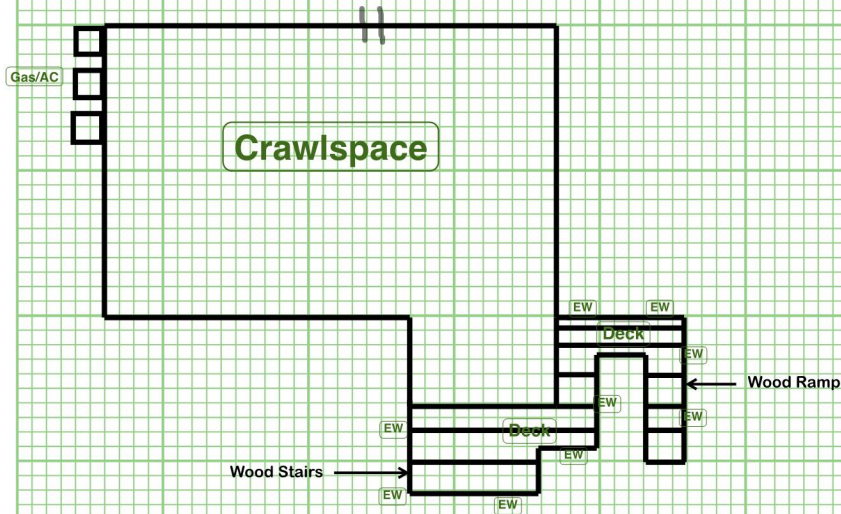
CONSTRUCTION TYPE: ☒ Crawl ☐ Basement ☐ Slab ☐ Other

SLAB TYPE: ☐ Monolithic ☐ Floating ☐ Supported ☐ Suspended ☐ Unknown

FOUNDATION WALLS: ☐ Poured ☐ Poured / BV ☒ HB ☐ HB / BV ☐ Other

ALL GOOD PEST SOLUTIONS

City Hall



SCALE 2:1 2:1

228 LF

INSPECTION KEY

- T = Subterranean Termites
P = Powder Post Beetles
W = Wood Boring Beetles
D = Drywood Termites
F = Wood Decaying Fungus
M = Excess Moisture
X = Damage Present
C = Cellulose Debris
E → W = Earth To Wood Contact
V = Existing Vent
NV = Cut & Install New Vent
RV = Replace Vent
VW = Vent with Well
... = Vertical Drilling
→ = Short Rodding
→ = Long Rodding

INFESTATION LOCATION

INFESTED AREA	TYPE	LOCATION
Sills / Bands	☐	
Joists / Beams	☐	
Subfloor	☐	
Posts / Supports	☐	
Forms, Debris, Etc.	☐	
Siding / Ext. Trim / Foam	☐	
Garage Door Frame	☐	
Wood Floor / Floor Covering	☐	
Studs / Plates	☐	
Drywall / Paneling	☐	
Baseboards / Trim	☐	
Window, Door Frame	☐	
Masonry / Ex. Joint	☐	
Other:	☐	

CUSTOMER:

INSPECTOR:

Steve Smith

ADDITIONAL SPECIFICATIONS AND COMMENTS

General Terms and Conditions

By specific reference hereto the Customer understands that the Terms and Conditions of this Agreement and warranty Plan(s) are hereby made an integral part of this Agreement and apply without exception.

1. This Agreement is transferable to a subsequent owner provided that all Fees are paid on a consecutive, timely basis from the date of initial service.
2. This Agreement covers the Structure(s) (see attached graph) identified herein as of the date of the initial service. Exterior fences, decks, lattice, supports, stairs, landscape timbers, and RR ties are excluded unless specified as other Structures on the front of this Agreement.
3. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to correct (at the Customer's expense) any factors contributing to infestation, such as wood, trash, lumber, or other cellulosic materials (including construction elements) in direct wood-soil contact, standing water, faulty grades, or other conditions conducive to termite infestation. The Customer understands rigid board insulation, foamboard and other similar materials such as polystyrene and polyisocyanurate (collectively referred to as RBI) may exist in visible or hidden areas of the structure(s) and that RBI's are conducive to infestation, particularly in areas below grade and/or subject to moisture penetration. The Customer agrees to correct (at the Customer's expense) any RBI discovered in the Structure(s) below grade and/or retaining moisture. Failure of the Customer to cooperate may void this Agreement.
4. It is further understood that moisture in the Structure(s) above the ground from sources such as roof, gutter, or plumbing leaks, improperly sealed door, window, and exterior trim, or penetration into Exterior Insulation Finish Systems, RBI or other construction could support termite colonies and therefore, it is the responsibility of the Customer to correct (at the Customer's expense) any such condition(s). The Customer agrees that the Company shall have no liability for treatment of infestation or repair of damage caused by infestation sustained by above ground moisture conditions.
5. The obligation of the Company under this Agreement is conditioned upon the Customer's payment in full of the Fees as set forth and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any liability and any amount paid shall become the property of the Company. Liability of the Company is limited to the life of the Agreement. The Company reserves the right to refer this account to an attorney if any payment is more than 60 days past due and the responsibilities of the Company under this Agreement will be suspended until outstanding balances are paid. The Customer shall become liable for all costs of collection, including 15% attorney's fee, if collected by law or through an attorney.
6. The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
7. Any claim for breach of any warranty shall be made forthwith in writing to Rentokil North America, Inc. d/b/a Allgood Pest Solutions, 2385 Satellite Blvd. Suite 100 Duluth, Ga. 30096.
8. The Company's liability shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of this Agreement by reasons of acts of war, whether declared or undeclared, acts of duly constituted government authority, strike, acts of God, natural disasters or refusal of the Customer to allow the Company access to the property for the purpose of carrying out the terms and conditions of this Agreement.
9. Any dispute, other than one relating to collection on account, arising out of or relating to this Agreement or the services provided under this Agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. This Agreement involves interstate commerce; furthermore, the Company and the Customer agree that the Federal Arbitration Act shall control their mutual rights and obligations and the conduct of any arbitration proceeding. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated, or any type of punitive damages.
10. THERE ARE NO OTHER WARRANTIES OR AGREEMENTS, ORAL OR OTHERWISE, EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Specific Terms and Conditions -

WOOD DESTROYING INSECT SOLUTION AGREEMENT - ALLGOOD TERMITE BAITING SYSTEM WITH SENTRICON™

1. Service will be provided and the specifically agreed to Plan will be in effect for 12 months from the date of installation or for as long as extended by prepaid renewals. After this period, Service and Plan may be renewed on an annual basis for the lifetime of the treated property by payment of the Annual Renewal Fee (as disclosed on the front page). The Annual Renewal Fee is due and payable in full on or before the first renewal date and subsequent anniversary dates. Failure to pay such Annual Renewal Fee shall void this Agreement without privilege of reinstatement. The Annual Renewal Fee may be adjusted after the renewal date specified on the front of the agreement by providing notice to the Customer. However, in no event shall the average annual increase, if any, be greater than 5% or more than the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater. The Company reserves the right to periodically reinspect the Structure(s) at any time (normal business hours) during the effective term of the Agreement.
2. The Customer will notify the Company in writing prior to (a) the Structure(s) being structurally modified, altered or otherwise changed, or if (b) any pesticide is applied on or close to the location of any Station, or (c) soil is removed or added around the foundation, or (d) any tampering of the Stations occurs. Failure to correct or notify the Company of the events listed above may void this Agreement. Plan I provision for repair may be temporarily suspended by the Company as a result of any of the events listed above and additional services because of any addition, alteration, or other change may be provided by the Company at the Customer's expense, and may require an adjustment in the Annual Renewal Fee. Failure of the Company's representatives to notice the points listed above during periodic inspections does not release the Customer from the stated obligations.
3. The Company reserves the right to substitute any upgraded products or ingredients.
4. The Customer agrees that all of the components of the System (the "Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement. Upon expiration or termination of this Agreement, the Company and Dow AgroSciences or its representatives are authorized by the Customer to retrieve from the Customer's premises the Stations and other Components contained therein for appropriate disposition.
5. If the Company, for any reason, ceases to represent the System, the Company will so notify the Customer and offer one of the following:
 - i. If the Customer and the Company agree on the use of an alternative form of termite prevention, a new agreement will be entered into and the Customer shall receive credit for any unearned payments; or
 - ii. If the Customer or the Company elects to discontinue the Agreement, the Customer shall receive a refund for any unearned payments.
6.

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

Plan I— Retreatment and Repair (in effect only when Plan I box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary repairs and retreatment without additional fees, subject to the following provisions and all Terms and Conditions.
2. Damage with LIVE TERMITES must be present and verified by the Company's representative after the date of installation and initial treatment.
3. The Company shall be responsible for repairs to the Structure(s) only when made with the approval and under the supervision and control of the Company. Repair shall be limited to new damages only and in no event shall the Company be responsible for any consequential damages. It is expressly agreed and understood that this Plan is strictly limited to cost of repairs.
4. Damage discovered with no verified live and active termite infestation shall not be repaired. It is to be understood that termite-damaged areas of the structure(s) may have existed in exposed and hidden areas as of the date of initial installation and/or initial treatment and that the Company assumes no responsibility to repair these preexisting damaged areas.
5. Areas of direct earth to wood (including pressure treated) contacts such as siding, trim, decks, porches, posts, stairs, lattice, fences, landscape timbers, cross ties, etc. are excluded from Plan I provisions for the repair of termite damage.

Plan II— Retreatment Only (in effect only when Plan II box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary retreatment without additional fees, subject to all Terms and Conditions.
2. Plan II does not warrant against, nor shall the Company be responsible for present or future damage to the Structure(s) or contents, nor provide for repairs or compensation thereof.
3. Plan II is issued due to factors such as nature of construction, conditions conducive to infestation, the degree or extent of termite infestation or existing damage, application restrictions, and/or other mitigating circumstances. However, if all such factors are corrected to the satisfaction of the Company, Plan II may be upgraded (at possible additional Customer's expense) to Plan I.

**ALLGOOD**

PEST SOLUTIONS®

General Pest Solution AgreementLocal Office CobbPhone : 678-341-3700**City of Holly Springs**

Customer's Name

Billing Name

(770) 721-7505(770) 721-7505

Service Location Phone

Service Other #

Service Other #

Billing Phone

Other Billing #

Contact

Alternate Contact

Alternate Contact #

Alternate Contact Other #

Attention

City Hall

Service Address 1

Billing Address 1

3237 Holly Springs Parkway

Billing Address 2

Service Address 2

Holly Springs30115

City

State

Zip Code

City

State

Zip Code

Route

Map Grid

Billing Notes/ Email address

**Pest Free (without Easy Pay)- Allgood Pest Solutions is hereby requested to provide services for: Ants, Roaches, Silverfish, Crickets, Millipedes, Centipedes, Scorpions, Spiders⁴ⁱ, Fleas⁴ⁱⁱ, Mice and Rats.**

Allgood Pest Solutions is hereby requested to provide services for: _____

Allgood Pest Solutions is hereby requested to provide coverage for Bed Bugs⁴ⁱⁱⁱ.**General Pest Control**

Instructions _____

5 Rat boxes included in initial fee. Bait, Label and Place.**SERVICE AND FEE SCHEDULE:**

SVC TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR. \$ TOTAL
INITIAL FEE 1 ST YEAR ONLY				165.00									165.00
MONTHLY SERVICE	65.00	65.00	65.00		65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	715.00
QUARTERLY SERVICE													0.00
MOSQUITO REDUCTION													0.00
OTHER													0.00
PAYMENT													0.00
MONTHLY \$ TOTALS	65.00	65.00	65.00	165.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	

Save 5% by paying full year in advance.**GRAND TOTAL \$ 880.00**

- You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- This agreement shall constitute the entire agreement and there are no other promises or agreements except as contained herein.
- The Customer agrees to pay Allgood upon receiving service(s) per the above schedule.
- i. Service excludes Brown Recluse Spiders. ii. Interior only service for active flea infestations. Customer must make adequate preparations for flea service. Exterior flea service available for an additional fee. iii. In order to include bed bugs as covered pests, the following conditions must be met: The structure must be a detached, single-family, owner occupied home. No rental properties, condos, apartments, duplexes or other multi-family properties are eligible. Coverage will begin when the Allgood technician confirms that home is bed bug free at the time of the initial service.
- If fees are not paid as agreed, a late fee of 1.5% of the unpaid balance will be added to the unpaid balance each month. The Customer shall become liable for cost of collection, including 15% attorney's fee, if collected by law or through an attorney. If monthly payments are offered to customer, the customer authorizes Allgood to either automatically debit from Customer's checking or savings account (ACH payment service) or to automatically debit Customer's credit card.
- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- The Customer acknowledges that this agreement is for a minimum of 1 year unless otherwise noted. Service will continue as agreed above after the first year unless terminated by the Customer by providing 30 day written notice of cancellation.
- All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.
- If you are not completely satisfied with the results of any pest service provided by our company, we will return at no additional cost to you and make it right.
- MOSQUITO REDUCTION PROVISIONS (if checked above): Allgood Pest Solutions' mosquito reduction program is designed to significantly reduce the population of mosquitoes at the serviced property. Allgood does not guarantee that mosquitoes will not be found at the service location during the term of the program. Allgood is not liable for any mosquito-borne diseases or illnesses allegedly contracted at the service address. If the Customer is concerned about contracting a mosquito-borne disease or illness, the customer must take additional precautions for protection. Conditions at the service address may contribute to increases in the mosquito population. The Customer is responsible for controlling breeding sites at the service property during the breeding season (normally April - October) by eliminating areas of standing and/or stagnant water. Please refer to the breeding site information that was provided by your Allgood representative.
- Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and / or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

107918

Accepted by

04/01/2019

Date

OFFICIAL WAIVER

of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites

NOTICE TO PROPERTY OWNERS / AGENT - DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ AND SIGNED "CONDITIONS GOVERNING THE USE OF THE OFFICIAL WAIVER OF THE MINIMUM TREATMENT STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES" IN THIS DOCUMENT. THESE "CONDITIONS" MUST BE CONSIDERED PART OF THIS DOCUMENT. YOU MUST RECEIVE A COPY OF THIS REPORT AND SUPPORTING GRAPH AT TIME OF SIGNING OR SERVICE.

CONDITIONS GOVERNING THE USE OF THE OFFICIAL WAIVER OF THE MINIMUM TREATMENT STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES

1. The Official Waiver of the Minimum Treatment Standards for the Control of Subterranean Termites is intended to be used **ONLY** in situations where it is not possible or practical to meet the minimum treatment standards established by the Georgia Structural Pest Control Commission.
2. The Official Waiver of the Minimum Treatment Standards for the Control of Subterranean Termites is not to be used to bypass the minimum treatment standards nor is it used to notify any agency of government that a termite treatment has been completed. For defined post construction soil treatments and preconstruction soil treatments, only items #1, 2 and 3 are applicable.
3. By signing this document the property owner / agent acknowledges that the property identified will not receive a complete minimum treatment. Signing this document does not affect the terms of any guarantee between the property owner and the pest control company.
4. Each "NO" must be explained in detail in the area provided on the front of this document as to specifically what areas of the structure do not meet the treatment standards and why it is not possible to meet these treatment standards. Additional space is provided below.
5. All sections of this document must be filled out completely. Failure to comply with this requirement or failure to provide the explanation required in "Condition #4" above will constitute a violation involving misuse of this form and may render it void.

Name of Company Allgood Pest Solutions

Address of Company 1190 Kennestone Circle

Marietta, GA. 30060

Owner of Property City of Holly Springs

Inspector Name and Certification / Registration Number Steve Smith. SP27565

Address of Structure Treated – Note: A separate Official Waiver is required for each individual structure. Reproduction of the Official Waiver for multiple structures is not acceptable.

City Hall

Holly Springs

30115

Phone Number of Property Owner / Agent (770) 721-7505

Indicate with a check mark those items that do NOT meet the minimum treatment standards.

TERMITE CONTROL

SOIL TREATMENTS – Note: for defined post construction soil treatments and pre-construction soil treatments, only items #1, 2 and 3 are applicable.

Type of Treatment – Check one

- ☐ Comprehensive post construction soil treatment
☐ Defined post construction soil treatment
☐ Pre-construction soil treatment

Date job completed - _____

- | | |
|--|--------------------------|
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed or insulated | ☐ |
| 3. Crawl space clearance 18 inches or greater | ☐ |
| 4. Foundation adequately trenched / rodded and treated | ☐ |
| 5. Voids adequately drilled / treated | ☐ |
| 6. Earth filled porches adequately drilled / treated | ☐ |
| 7. Contiguous slabs adequately drilled / treated | ☐ |
| 8. Slabs at / above grade adequately drilled / treated | ☐ |
| 9. Monolithic slabs adequately treated | ☐ |
| 10. Termite tunnels removed | ☐ |

Non Soil Pesticide, Device, Bait or Baiting System – Note: All items pertain to both post construction and pre-construction applications.

Date Job Completed - _____

NO

- | | |
|---|-------------------------------------|
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed | ☒ |
| 3. Barrier or baiting system installed consistent with label directions | ☐ |

Explain in detail what areas of the structure do not meet treatment standards and why it is not possible to meet these treatment standards. Also, attach a graph indicating the area(s) that were not treated to minimum standards. Failure to attach a graph and provide a detailed written explanation will void this document. Use other side if necessary.

Wood Deck Components(Stairs,support posts) touching soil due to construction.

Customer is aware that these conditions exist; elects not to correct due costs.

Signature of Property Owner / Agent

Date

04/01/2019

SENTRICON WORKSHEET

(Revised 05/01/2011) Reps to fill out all items except office use and tech check

Customer Name City of Holly Springs

Map Coordinate _____

Installation Types:

- ☐ Standard (Used rarely - reconsider before using)
- ☐ New Construction
- ☐ Existing Customer/ Relationship
- ☐ Real Estate
- ☐ Other Installation-Type 1 (Angie's List, Jax/Chattanooga)
- ☐ Site Transfer/ Conversions
- ☐ Reactivation
- ☒ Liquid Upgrade

Total Linear Feet 228

Product Type – **Sentricon – Always Active**

Application Type:

- ☒ Preventative
- ☐ Curative

Stories 2

Construction Year _____

Termite Treatment History:

- ☒ Never Treated
- ☐ Less than 5 years ago
- ☐ More than 5 years ago

Building Type:

- | | |
|--|---|
| ☐ Church | ☐ Government |
| ☐ Hospital/Medical | ☐ Multi Family |
| ☒ Office | ☐ Other Commercial |
| ☐ Other Residential | ☐ Single Family |
| ☐ School | ☐ Temple |

Lead Source – CRL Ron Carter

Prenotify Type for Future Monitoring:

- ☐ Just Go
- ☐ Call ahead

Name: _____

Phone: _____

Fence	☐ Yes	☒ No
Gates	☐ Yes	☒ No

Infestation Status:

Active Infestation ☐ Yes ☒ No

Prev. Infestation ☐ Yes ☒ No

Liquid Application ☐ Yes ☒ No

Use ☐ Termidor
☐ Premise

Stored Items: ☐ Yes ☐ No

Moved by: ☐ Techs
☐ Customer

Core Stations: ☐ Yes # ____
☐ No

Sales Rep Steve Smith. SP27565

Emp ID 107,918 Date Sold 04/01/2019

Office Use Only

Account# _____

Install Date _____

Install Route/ Tech _____

Monitoring Route _____

1st Monitoring Date _____

Additional info:

Installation Scheduling:

- ☐ Schedule with Customer
- ☐ Just Go
- ☐ Call & Go

Installation Notes:

Monitoring Notes:

The following information is included on the graph:

- | | |
|--|-------------------------------------|
| Scale | 2:1 |
| Location of Infestation | ☐ |
| Construction Elements Infested | ☐ |
| Conditions Conducive to Infestation | ☒ |
| Type of Construction(s) | ☒ |
| Type of Slab(s) | ☐ |
| Type of Porch(s) | ☒ |
| Decks/ Patios | ☒ |
| Fences/ Gates | ☐ |
| Sidewalks/ Driveways | ☒ |
| Stumps | ☐ |
| Distance* to Bodies of Water such as Pools, Creeks, Lakes, Ponds, etc. | ☐ |

*Must conform to Allgood standards

Sale Rep Initials _____

☐ Technician Checked Property Prior To Treatment - Tech Initials _____

Acct# _____ Customer _____ City of Holly Springs _____

	Sales verifies Included			Sales Mgr/OP Mgr 1 st Review		OP Mgr /Gen Mgr 2 nd Review		General Mgr Final Review	
	Yes	No	N/A	Pass	Fail	Pass	Fail	Pass	Fail
DOCUMENTS									
Service Agreement	✓								
Form II	✓								
Treatment Graph	✓								
Spec Sheet	✓								
Worksheet	✓								
Pictures	✓								

Explanation and Correction of Missing or Incomplete Paperwork:

The following items are not completed:

DOCUMENT REVIEW CHECKLIST

1. Look for and compare signatures on all documents.
2. Look for all necessary documents.
3. Look for any changes on documents that would cause legal issues such as additions or deletions after the customer has signed and been given their copy.
4. On basement construction, check for "depth to footer" measurement. Look for this measurement on all sections of the Treatment Specification sheet where treatment codes are used.
5. Look for down payment of at least 50% or information as to why down payment will not be collected prior to work being performed.
6. Look for payment arrangements to be indicated.
7. **BASEMENTS**-Form II needed when not drilling basement walls and/or slabs.

AGREEMENTS

- ☐ In GA - Comprehensive, Defined or partial noted or checked
- ☐ In FLA - Control or Prevention marked or checked
- ☐ In ALA - All Branch address info
- ☐ Chemical to be used marked
- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Proper Billing Information
- ☐ Multiple Phone Numbers
- ☐ Payment Terms Clearly Stated
- ☐ Credit Card Information as Needed
- ☐ Treatment Type Identified
- ☐ Structure Type Identified
- ☐ Warranty Type Identified
- ☐ Untreated Areas Excluded

FORM II

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ **Detailed** written explanation what areas do not meet minimum treatment standards
- ☐ **Detailed** written explanation why it was not possible to treat to minimum treatment standards

TREATMENT GRAPHS

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Treatment Type Identified
- ☐ Treatment Information Included
- ☐ Inspection Findings Summary
- ☐ Conducive Conditions Detailed
- ☐ Construction Elements Identified
- ☐ Scale Included
- ☐ Graph Detailed
- ☐ Treatment Specs Adequate
- ☐ Untreated Areas Marked (Form II)
- ☐ Inspection Key Utilized
- ☐ Infestation/Damage located with multiple TTT and XXX
- ☐ Areas Excluded from Warranty clearly identified

SPEC SHEETS/ WORKSHEETS

- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Code Double Checked
- ☐ Special Directions as Needed
- ☐ Gallons needed shown and accurate
- ☐ Depth to footer shown and accurate

PICTURES



**ALLGOOD**

PEST SOLUTIONS®

General Pest Solution AgreementLocal Office ForsythPhone : 678-341-3700**City of Holly Springs- Cotton Barn**

Customer's Name

Billing Name

(770) 721-7505

Service Location Phone

Service Other #

Service Other #

Billing Phone

Other Billing #

Contact

Alternate Contact

Alternate Contact #

Alternate Contact Other #

Attention

Ron Carter**164 Hickory Road**

Service Address 1

Billing Address 1

Service Address 2

Billing Address 2

Holly Springs**30115**

City

State

Zip Code

City

State

Zip Code

Route

Map Grid

Billing Notes/ Email address

☒ **Pest Free (without Easy Pay)-** Allgood Pest Solutions is hereby requested to provide services for: Ants, Roaches, Silverfish, Crickets, Millipedes, Centipedes, Scorpions, Spiders⁴ⁱ, Fleas⁴ⁱⁱ, Mice and Rats.

☐ Allgood Pest Solutions is hereby requested to provide services for:

☐ Allgood Pest Solutions is hereby requested to provide coverage for Bed Bugs⁴ⁱⁱⁱ.
General Pest Control- Exterior Only

Instructions

4 Rat boxes included in initial fee. Bait, Label and Place.**SERVICE AND FEE SCHEDULE:**

SVC TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR. \$ TOTAL
INITIAL FEE 1 ST YEAR ONLY				115.00									115.00
MONTHLY SERVICE	35.00	35.00	35.00		35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	385.00
QUARTERLY SERVICE													0.00
MOSQUITO REDUCTION													0.00
OTHER													0.00
PAYMENT													0.00
MONTHLY \$ TOTALS	35.00	35.00	35.00	115.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	

Save 5% by paying full year in advance.**GRAND TOTAL \$ 500.00**

- You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- This agreement shall constitute the entire agreement and there are no other promises or agreements except as contained herein.
- The Customer agrees to pay Allgood upon receiving service(s) per the above schedule.
- i. Service excludes Brown Recluse Spiders. ii. Interior only service for active flea infestations. Customer must make adequate preparations for flea service. Exterior flea service available for an additional fee. iii. In order to include bed bugs as covered pests, the following conditions must be met: The structure must be a detached, single-family, owner occupied home. No rental properties, condos, apartments, duplexes or other multi-family properties are eligible. Coverage will begin when the Allgood technician confirms that home is bed bug free at the time of the initial service.
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- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- The Customer acknowledges that this agreement is for a minimum of 1 year unless otherwise noted. Service will continue as agreed above after the first year unless terminated by the Customer by providing 30 day written notice of cancellation.
- All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.
- If you are not completely satisfied with the results of any pest service provided by our company, we will return at no additional cost to you and make it right.
- MOSQUITO REDUCTION PROVISIONS (if checked above): Allgood Pest Solutions' mosquito reduction program is designed to significantly reduce the population of mosquitoes at the serviced property. Allgood does not guarantee that mosquitoes will not be found at the service location during the term of the program. Allgood is not liable for any mosquito-borne diseases or illnesses allegedly contracted at the service address. If the Customer is concerned about contracting a mosquito-borne disease or illness, the customer must take additional precautions for protection. Conditions at the service address may contribute to increases in the mosquito population. The Customer is responsible for controlling breeding sites at the service property during the breeding season (normally April – October) by eliminating areas of standing and/ or stagnant water. Please refer to the breeding site information that was provided by your Allgood representative.
- Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and / or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

107918

Accepted by

04/01/2019

Date

INSPECTION DATE: 04/01/2019 INSPECTOR: Steve Smith TREATMENT TYPE: Comprehensive
 PROPERTY ADDRESS: 164 Hickory Road CITY: Holly Springs GA ZIP: 30115
 OWNER: City of Holly Springs- Train Depot H# (770) 721-7505 W# OTHER#
 OTHER: H# W# OTHER#

- TREATMENT INFORMATION**
- ☒ Power On ☒ Water On
- ☐ Floor Covering:
- ☐ Carpet / Linoleum / Tile
 - ☐ Tackboard / Glue
 - ☐ Qtr. Round / Baseboard / Cove Base
 - ☐ Other
- ☐ Stored Items Moved By Homeowner / Techs
- ☐ Bushes Trimmed By Homeowner / Techs
- ☐ Cellulose Debris:
- ☐ Stacked:
 - ☐ Hauled Away
- ☐ # Vents _____ # Wells _____
- ☐ Vent Color: _____
- ☐ Special Mortar Mix: _____
- ☒ Official Waiver

INSPECTION FINDINGS / REMARKS:

No Activity Found

- CONDUCTIVE CONDITIONS - PRESENT / DESCRIPTION:**
- ☒ Earth to Wood Contact Wood Deck Components, Wood boards in crawlspace
 - ☒ Wood within 6" of soil Wood boards in crawlspace
 - ☐ Formboards / Grade Stakes / Cellulose Debris
 - ☒ Excessive Moisture No moisture barrier in place
 - ☒ Insufficient Ventilation
 - ☒ Other One of wood support beams "split" on north side of structure(<6 " from soil)

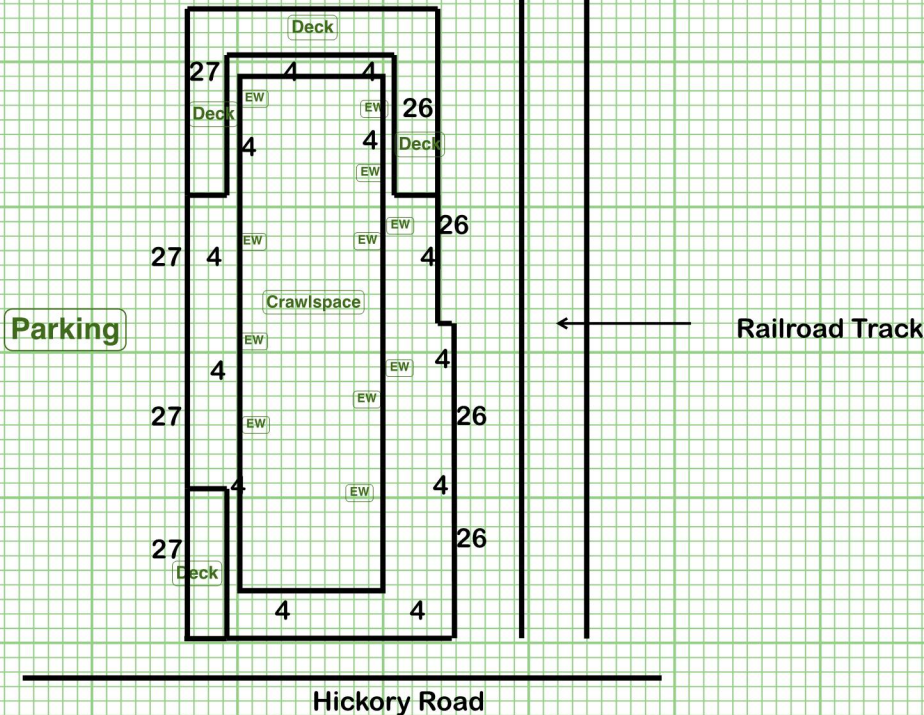
CONSTRUCTION TYPE: ☒ Crawl ☐ Basement ☐ Slab ☐ Other

SLAB TYPE: ☐ Monolithic ☐ Floating ☐ Supported ☐ Suspended ☐ Unknown

FOUNDATION WALLS: ☐ Poured ☐ Poured / BV ☐ HB ☐ HB / BV ☐ Other

ALL GOOD PEST SOLUTIONS

Depot- Community Center



SCALE 2:1

245

INSPECTION KEY

- T = Subterranean Termites
- P = Powder Post Beetles
- W = Wood Boring Beetles
- D = Drywood Termites
- F = Wood Decaying Fungus
- M = Excess Moisture
- X = Damage Present
- C = Cellulose Debris
- E → W** = Earth To Wood Contact
- V = Existing Vent
- NV = Cut & Install New Vent
- RV = Replace Vent
- VW = Vent with Well
- ... = Vertical Drilling
- = Short Rodding
- = Long Rodding

INFESTATION LOCATION

INFESTED AREA	TYPE	LOCATION
Sills / Bands	☐	
Joists / Beams	☐	
Subfloor	☐	
Posts / Supports	☐	
Forms, Debris, Etc.	☐	
Siding / Ext. Trim / Foam	☐	
Garage Door Frame	☐	
Wood Floor / Floor Covering	☐	
Studs / Plates	☐	
Drywall / Paneling	☐	
Baseboards / Trim	☐	
Window, Door Frame	☐	
Masonry / Ex. Joint	☐	
Other:	☐	

CUSTOMER: X

INSPECTOR: *Steve Smith*

ADDITIONAL SPECIFICATIONS AND COMMENTS



PEST SOLUTIONS®

Phone: 678-341-6700

General Terms and Conditions

By specific reference hereto the Customer understands that the Terms and Conditions of this Agreement and warranty Plan(s) are hereby made an integral part of this Agreement and apply without exception.

1. This Agreement is transferable to a subsequent owner provided that all Fees are paid on a consecutive, timely basis from the date of initial service.
2. This Agreement covers the Structure(s) (see attached graph) identified herein as of the date of the initial service. Exterior fences, decks, lattice, supports, stairs, landscape timbers, and RR ties are excluded unless specified as other Structures on the front of this Agreement.
3. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to correct (at the Customer's expense) any factors contributing to infestation, such as wood, trash, lumber, or other cellulosic materials (including construction elements) in direct wood-soil contact, standing water, faulty grades, or other conditions conducive to termite infestation. The Customer understands rigid board insulation, foamboard and other similar materials such as polystyrene and polyisocyanurate (collectively referred to as RBI) may exist in visible or hidden areas of the structure(s) and that RBI's are conducive to infestation, particularly in areas below grade and/or subject to moisture penetration. The Customer agrees to correct (at the Customer's expense) any RBI discovered in the Structure(s) below grade and/or retaining moisture. Failure of the Customer to cooperate may void this Agreement.
4. It is further understood that moisture in the Structure(s) above the ground from sources such as roof, gutter, or plumbing leaks, improperly sealed door, window, and exterior trim, or penetration into Exterior Insulation Finish Systems, RBI or other construction could support termite colonies and therefore, it is the responsibility of the Customer to correct (at the Customer's expense) any such condition(s). The Customer agrees that the Company shall have no liability for treatment of infestation or repair of damage caused by infestation sustained by above ground moisture conditions.
5. The obligation of the Company under this Agreement is conditioned upon the Customer's payment in full of the Fees as set forth and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any liability and any amount paid shall become the property of the Company. Liability of the Company is limited to the life of the Agreement. The Company reserves the right to refer this account to an attorney if any payment is more than 60 days past due and the responsibilities of the Company under this Agreement will be suspended until outstanding balances are paid. The Customer shall become liable for all costs of collection, including 15% attorney's fee, if collected by law or through an attorney.
6. The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
7. Any claim for breach of any warranty shall be made forthwith in writing to Rentokil North America, Inc. d/b/a Allgood Pest Solutions, 2385 Satellite Blvd. Suite 100 Duluth, Ga. 30096.
8. The Company's liability shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of this Agreement by reasons of acts of war, whether declared or undeclared, acts of duly constituted government authority, strike, acts of God, natural disasters or refusal of the Customer to allow the Company access to the property for the purpose of carrying out the terms and conditions of this Agreement.
9. Any dispute, other than one relating to collection on account, arising out of or relating to this Agreement or the services provided under this Agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. This Agreement involves interstate commerce; furthermore, the Company and the Customer agree that the Federal Arbitration Act shall control their mutual rights and obligations and the conduct of any arbitration proceeding. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated, or any type of punitive damages.
10. THERE ARE NO OTHER WARRANTIES OR AGREEMENTS, ORAL OR OTHERWISE, EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Specific Terms and Conditions –

WOOD DESTROYING INSECT SOLUTION AGREEMENT - ALLGOOD SOIL TREATMENT

1. Service will be provided and the specifically agreed to Plan will be in effect for 12 months from the date of treatment or for as long as extended by prepaid renewals. After this period, Service and Plan(s) may be renewed on an annual basis for up to 10 years from the original date of treatment by payment of the Annual Renewal Fee (as disclosed on the front side). The Annual Renewal Fee is due and payable in full on or before anniversary dates. Failure to pay such Annual Renewal Fee shall void this Agreement without privilege of reinstatement. The Annual Renewal Fee may be adjusted after the renewal date specified on the front of the agreement by providing notice to the Customer. However, in no event shall the average annual increase, if any, be greater than 5% or more than the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater. The Company reserves the right to periodically reinspect the Structure(s) at any time (normal business hours) during the effective term of the Agreement.
2. The Customer will notify the Company in writing prior to (a) the Structure(s) being structurally modified, altered or otherwise changed, or (b) soil is removed or added around the foundation. Failure to correct or notify the Company of the events listed above may void this Agreement. Plan I provision for repair may be temporarily suspended by the Company as a result of any of the events listed above and additional services because of any addition, alteration, or other change may be provided by the Company at the Customer's expense, and may require an adjustment in the Annual Renewal Fee. Failure of the Company's representatives to notice the points listed above during periodic inspections does not release the Customer from the stated obligations.
3. The Customer understands that non – repellent termiticides may take up to 3 months to eliminate termite infestations in the structure(s).

Plan I – Retreatment and Repair (in effect only when Plan I box is checked on front side)

1. The Company warrants that there will be no further termite infestation within 12 months from the date of completion of treatment or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary repairs and retreatment without additional fees, subject to the following provisions and all Terms and Conditions.
2. Damage with LIVE TERMITES must be present and verified by the Company's representative after the date of treatment.
3. The Company shall be responsible for repairs to the Structure(s) only when made with the approval and under the supervision and control of the Company. Repair shall be limited to new damages only and in no event shall the Company be responsible for any consequential damages. It is expressly agreed and understood that this Plan is strictly limited to cost of repairs.
4. Damage discovered with no verified live and active termite infestation shall not be repaired. It is to be understood that termite-damaged areas of the structure(s) may have existed in exposed and hidden areas as of the date of initial installation and/or initial treatment and that the Company assumes no responsibility to repair these preexisting damaged areas.
5. Areas of direct earth to wood (including pressure treated) contacts such as siding, trim, decks, porches, posts, stairs, lattice, fences, landscape timbers, cross ties, etc. are excluded from Plan I provisions for the repair of termite damage.

Plan II – Retreatment only (in effect only when Plan II box is checked on front side)

1. The Company warrants that there will be no further termite infestation within 12 months from the date of completion of treatment or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary retreatment without additional fees, subject to all Terms and Conditions.
2. Plan II does not warrant against, nor shall the Company be responsible for present or future damage to the Structure(s) or contents, nor provide for repairs or compensation thereof.
3. Plan II is issued due to factors such as nature of construction, conditions conducive to infestation, the degree or extent of termite infestation or existing damage, application restrictions, and/or other mitigating circumstances. However, if all such factors are corrected to the satisfaction of the Company, Plan II may be upgraded (at possible additional Customer's expense) to Plan I.

Plan III – Powder Post Beetle (PPB) Retreatment Only (in effect only when Plan III box is checked on front side)

1. The Company warrants that there will be no further powder post beetle infestation within 12 months from the date of completion of application or for as long as extended by prepaid renewals. However, in the event powder post beetle infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary retreatment without additional fees, subject to all Terms and Conditions.
2. Plan III is limited to only retreatment of the sub-floor and below and Plan III does not warrant against, nor shall the Company be responsible for present or future damage to the Structure(s) or contents, nor provide for repairs or compensation thereof.

OFFICIAL WAIVER

of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites

NOTICE TO PROPERTY OWNERS / AGENT - DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ AND SIGNED "CONDITIONS GOVERNING THE USE OF THE OFFICIAL WAIVER OF THE MINIMUM TREATMENT STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES" IN THIS DOCUMENT. THESE "CONDITIONS" MUST BE CONSIDERED PART OF THIS DOCUMENT. YOU MUST RECEIVE A COPY OF THIS REPORT AND SUPPORTING GRAPH AT TIME OF SIGNING OR SERVICE.

CONDITIONS GOVERNING THE USE OF THE OFFICIAL WAIVER OF THE MINIMUM TREATMENT STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES

1. The Official Waiver of the Minimum Treatment Standards for the Control of Subterranean Termites is intended to be used **ONLY** in situations where it is not possible or practical to meet the minimum treatment standards established by the Georgia Structural Pest Control Commission.
2. The Official Waiver of the Minimum Treatment Standards for the Control of Subterranean Termites is not to be used to bypass the minimum treatment standards nor is it used to notify any agency of government that a termite treatment has been completed. For defined post construction soil treatments and preconstruction soil treatments, only items #1, 2 and 3 are applicable.
3. By signing this document the property owner / agent acknowledges that the property identified will not receive a complete minimum treatment. Signing this document does not affect the terms of any guarantee between the property owner and the pest control company.
4. Each "NO" must be explained in detail in the area provided on the front of this document as to specifically what areas of the structure do not meet the treatment standards and why it is not possible to meet these treatment standards. Additional space is provided below.
5. All sections of this document must be filled out completely. Failure to comply with this requirement or failure to provide the explanation required in "Condition #4" above will constitute a violation involving misuse of this form and may render it void.

Name of Company Allgood Pest Solutions

Address of Company 6835 Shiloh Road East, Suite C - 12

Alpharetta, GA 30005

Owner of Property Rob and Misty Latham

Inspector Name and Certification / Registration Number Steve Smith

SP27565

Address of Structure Treated – Note: A separate Official Waiver is required for each individual structure. Reproduction of the Official Waiver for multiple structures is not acceptable.

4190 Ashbourne Ct

Roswell

GA 30075

Phone Number of Property Owner / Agent (678) 993-6303

Indicate with a check mark those items that do NOT meet the minimum treatment standards.

TERMITE CONTROL

SOIL TREATMENTS – Note: for defined post construction soil treatments and pre-construction soil treatments, only items #1, 2 and 3 are applicable.

Type of Treatment – Check one

- ☒ Comprehensive post construction soil treatment
☐ Defined post construction soil treatment
☐ Pre-construction soil treatment

Date job completed - _____

- | | |
|--|-------------------------------------|
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed or insulated | ☒ |
| 3. Crawl space clearance 18 inches or greater | ☐ |
| 4. Foundation adequately trenched / rodded and treated | ☐ |
| 5. Voids adequately drilled / treated | ☐ |
| 6. Earth filled porches adequately drilled / treated | ☐ |
| 7. Contiguous slabs adequately drilled / treated | ☐ |
| 8. Slabs at / above grade adequately drilled / treated | ☐ |
| 9. Monolithic slabs adequately treated | ☐ |
| 10. Termite tunnels removed | ☐ |

Non Soil Pesticide, Device, Bait or Baiting System – Note: All items pertain to both post construction and pre-construction applications.

Date Job Completed - _____ NO

- | | |
|--|-------|
| 1. All debris removed | _____ |
| 2. Wooden contacts removed | _____ |
| 3. Barrier or baiting system installed
consistent with label directions | _____ |

Explain in detail what areas of the structure do not meet treatment standards and why it is not possible to meet these treatment standards. Also, attach a graph indicating the area(s) that were not treated to minimum standards. Failure to attach a graph and provide a **detailed** written explanation will void this document. Use other side if necessary.

Earth to Wood Contacts-Deck steps and posts. Pressure treated; not practical to correct.

Wood Deck Components, Wood boards in crawlspace

All above does not effect warranty between Allgood and City of Holly Springs

Signature of Property Owner / Agent

X

Date

04/01/2019

**ALLGOOD**

PEST SOLUTIONS®

General Pest Solution AgreementLocal Office ForsythPhone : 678-341-3700**City of Holly Springs - Train Depot**

Customer's Name

Billing Name

Service Location Phone

Service Other #

Service Other #

Billing Phone

Other Billing #

Contact

Alternate Contact

Alternate Contact #

Alternate Contact Other #

Attention

164 Hickory Road

Service Address 1

Billing Address 1

Service Address 2

Billing Address 2

Holly Springs

City

GA

State

30115

Zip Code

City

State

Zip Code

Route

Map Grid

Billing Notes/ Email address

☐ **Pest Free** (without Easy Pay)- Allgood Pest Solutions is hereby requested to provide services for: Ants, Roaches, Silverfish, Crickets, Millipedes, Centipedes, Scorpions, Spiders⁴ⁱ, Fleas⁴ⁱⁱ, Mice and Rats.

☒ Allgood Pest Solutions is hereby requested to provide services for: General Pest Control
☐ Allgood Pest Solutions is hereby requested to provide coverage for Bed Bugs⁴ⁱⁱⁱ.
Instructions**5 Rat boxes included in initial fee. Bait, Label and Place.****SERVICE AND FEE SCHEDULE:**

SVC TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR. \$ TOTAL
INITIAL FEE 1 ST YEAR ONLY				165.00									165.00
MONTHLY SERVICE	65.00	65.00	65.00		65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	715.00
QUARTERLY SERVICE													0.00
MOSQUITO REDUCTION													0.00
OTHER													0.00
PAYMENT													0.00
MONTHLY \$ TOTALS	65.00	65.00	65.00	165.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	

Save 5% by paying full year in advance.**GRAND TOTAL \$ 880.00**

- You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- This agreement shall constitute the entire agreement and there are no other promises or agreements except as contained herein.
- The Customer agrees to pay Allgood upon receiving service(s) per the above schedule.
- i. Service excludes Brown Recluse Spiders. ii. Interior only service for active flea infestations. Customer must make adequate preparations for flea service. Exterior flea service available for an additional fee. iii. In order to include bed bugs as covered pests, the following conditions must be met: The structure must be a detached, single-family, owner occupied home. No rental properties, condos, apartments, duplexes or other multi-family properties are eligible. Coverage will begin when the Allgood technician confirms that home is bed bug free at the time of the initial service.
- If fees are not paid as agreed, a late fee of 1.5% of the unpaid balance will be added to the unpaid balance each month. The Customer shall become liable for cost of collection, including 15% attorney's fee, if collected by law or through an attorney. If monthly payments are offered to customer, the customer authorizes Allgood to either automatically debit from Customer's checking or savings account (ACH payment service) or to automatically debit Customer's credit card.
- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- The Customer acknowledges that this agreement is for a minimum of 1 year unless otherwise noted. Service will continue as agreed above after the first year unless terminated by the Customer by providing 30 day written notice of cancellation.
- All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.
- If you are not completely satisfied with the results of any pest service provided by our company, we will return at no additional cost to you and make it right.
- MOSQUITO REDUCTION PROVISIONS (if checked above): Allgood Pest Solutions' mosquito reduction program is designed to significantly reduce the population of mosquitoes at the serviced property. Allgood does not guarantee that mosquitoes will not be found at the service location during the term of the program. Allgood is not liable for any mosquito-borne diseases or illnesses allegedly contracted at the service address. If the Customer is concerned about contracting a mosquito-borne disease or illness, the customer must take additional precautions for protection. Conditions at the service address may contribute to increases in the mosquito population. The Customer is responsible for controlling breeding sites at the service property during the breeding season (normally April - October) by eliminating areas of standing and/or stagnant water. Please refer to the breeding site information that was provided by your Allgood representative.
- Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and / or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

Allgood Pest Solutions Representative
Form ALL-A01 Rev 20170417

Accepted by

04/01/2019

Date

Acct# _____

Customer _____

City of Holly Springs- Train Depot

	Sales verifies Included			Sales Mgr/OP Mgr 1 st Review		OP Mgr /Gen Mgr 2 nd Review		General Mgr Final Review	
	Yes	No	N/A	Pass	Fail	Pass	Fail	Pass	Fail
DOCUMENTS									
Service Agreement	✓								
Form II	✓								
Treatment Graph	✓								
Spec Sheet	✓								
Worksheet	✓								
Pictures									

Explanation and Correction of Missing or Incomplete Paperwork:

The following items are not completed:

DOCUMENT REVIEW CHECKLIST

1. Look for and compare signatures on all documents.
2. Look for all necessary documents.
3. Look for any changes on documents that would cause legal issues such as additions or deletions after the customer has signed and been given their copy.
4. On basement construction, check for "depth to footer" measurement. Look for this measurement on all sections of the Treatment Specification sheet where treatment codes are used.
5. Look for down payment of at least 50% or information as to why down payment will not be collected prior to work being performed.
6. Look for payment arrangements to be indicated.
7. **BASEMENTS**-Form II needed when not drilling basement walls and/or slabs.

AGREEMENTS

- ☐ In GA - Comprehensive, Defined or partial noted or checked
- ☐ In FLA - Control or Prevention marked or checked
- ☐ In ALA - All Branch address info
- ☐ Chemical to be used marked
- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Proper Billing Information
- ☐ Multiple Phone Numbers
- ☐ Payment Terms Clearly Stated
- ☐ Credit Card Information as Needed
- ☐ Treatment Type Identified
- ☐ Structure Type Identified
- ☐ Warranty Type Identified
- ☐ Untreated Areas Excluded

FORM II

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ **Detailed** written explanation what areas do not meet minimum treatment standards
- ☐ **Detailed** written explanation why it was not possible to treat to minimum treatment standards

TREATMENT GRAPHS

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Treatment Type Identified
- ☐ Treatment Information Included
- ☐ Inspection Findings Summary
- ☐ Conducive Conditions Detailed
- ☐ Construction Elements Identified
- ☐ Scale Included
- ☐ Graph Detailed
- ☐ Treatment Specs Adequate
- ☐ Untreated Areas Marked (Form II)
- ☐ Inspection Key Utilized
- ☐ Infestation/Damage located with multiple TTT and XXX
- ☐ Areas Excluded from Warranty clearly identified

SPEC SHEETS/ WORKSHEETS

- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Code Double Checked
- ☐ Special Directions as Needed
- ☐ Gallons needed shown and accurate
- ☐ Depth to footer shown and accurate

USE PREMISE



ALLGOOD
PEST SOLUTIONS

☐ **Technician Checked**
Property Prior To Treatment
Tech Initials _____

TERMITE TREATING SPECIFICATIONS

- | | |
|--|--|
| ☐ 1. Remove cellulose and other debris | ☐ 24. Treat existing bath trap |
| ☐ 2. Remove form boards | ☐ 25. Cut bath trap / treat / install door |
| ☐ 3. Scrape off termite tunnels. | ☒ 26. Trench / rod soil along exterior foundation wall |
| ☒ 4. Trench / treat interior foundation wall | ☒ 27. Drill / treat under adjacent slabs |
| ☐ 5. Trench / treat soil next to piers | ☐ 28a. Vertical drill / treat dirt filled porch |
| ☐ 6. Trench / treat soil next to pipes | ☐ 28b. Short rod dirt filled porch |
| ☐ 7. Drill / treat voids in piers | ☐ 28c. Long rod dirt filled porch |
| ☐ 8. Drill / treat hollow block foundation voids | ☐ 28d. Void / treat dirt filled porch |
| ☐ 9. Remove moulding - drill / treat hollow block | ☐ 29. Treat planter box |
| ☐ 10. Drill thru brick veneer / treat hollow block | ☐ 30a. Provide access to crawl space |
| ☐ 11. Drill / treat brick veneer | ☐ 30b. Install crawl space access door |
| ☐ 12. Drill / treat double brick | ☐ 31a. Install vent - new opening |
| ☐ 13. Drill / treat triple brick | ☐ 31b. Install vent - existing opening |
| ☐ 14. Drill / treat voids in stone wall | ☐ 31c. Install vent well |
| ☐ 15. Drill / treat chimney voids | ☐ 32. Install poly over 70% - 80% ground surface |
| ☒ 16. Drill / treat under slab / expansions | ☐ 33. Excavate clearance (18" inside / 6" outside) |
| ☐ 17. Drill / treat utility room slabs / pipes | ☐ 34. Install floor supports |
| ☐ 18. Remove floor covering / drill / treat | ☐ 35. Insulate wood / earth contact at steps |
| ☐ 19. Short rod under slab from exterior | ☐ 36. Apply foam (describe on graph) |
| ☐ 20. Remove moulding / drill, treat under partition | ☐ 37. Chemical treatment - PPB |
| ☐ 21. Drill / treat cracks in slab | ☐ 38. Wood treatment - borates |
| ☐ 22. Drill thru wood floor / treat under slab / patch | ☐ 39. Pre-treat soil (liquid) |
| ☐ 23. Long rod soil treatment | ☒ 40. Other (describe on graph) |

Rod back side of Pool by brick tiers



TERMITE TREATING SPECIFICATIONS



TERMITE CALCULATION SHEET

Perimeter Foundation Trench and Rod _____ Total Linear Ft. 245

Gallons/10 Ft. _____

Total Gallons _____

Adjacent Slabs _____

Total Gallons _____

Porches _____

Total Gallons _____

Garage Drill into existing holes _____

Total Gallons 6

Basement _____

Total Gallons _____

Crawl _____

Total Gallons _____

Brick Veneer/Stone _____

Total Gallons _____

Other _____

Total Gallons _____

Total Gallons Per Job _____

PICTURES



INSPECTION DATE: 04/01/2019 INSPECTOR: Steve Smith. SP27565 TREATMENT TYPE: Sentricon
PROPERTY ADDRESS: 100 Hickory Circle CITY: Holly Springs ZIP: 30115
OWNER: City of Holly Springs-Focus H# (770) 721-7505 W# (770) 721-7505 OTHER#
OTHER: Focus Building H# W# OTHER#

- TREATMENT INFORMATION**
- ☒ Power On ☒ Water On
- ☐ Floor Covering:
- ☐ Carpet / Linoleum / Tile
 - ☐ Tackboard / Glue
 - ☐ Qtr. Round / Baseboard / Cove Base
 - ☐ Other
- ☐ Stored Items Moved By Homeowner / Techs
- ☐ Bushes Trimmed By Homeowner / Techs
- ☐ Cellulose Debris:
- ☐ Stacked
 - ☐ Hauled Away
- ☐ # Vents _____ # Wells _____
- ☐ Vent Color: _____
- ☐ Special Mortar Mix: _____
- ☒ Official Waiver

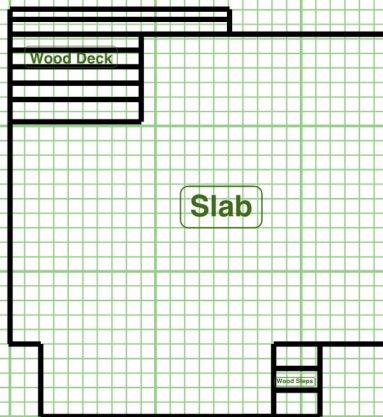
INSPECTION FINDINGS / REMARKS: _____
No Activity Found

- CONDUCTIVE CONDITIONS - PRESENT / DESCRIPTION:**
- ☐ Earth to Wood Contact
 - ☐ Wood within 6" of soil
 - ☐ Formboards / Grade Stakes / Cellulose Debris
 - ☐ Excessive Moisture
 - ☐ Insufficient Ventilation
 - ☐ Other

CONSTRUCTION TYPE: ☐ Crawl ☐ Basement ☒ Slab ☐ Other
SLAB TYPE: ☐ Floating ☐ Supported ☐ Suspended ☐ Unknown
FOUNDATION WALLS: ☐ Poured ☐ Poured / BV ☐ HB ☒ HB / BV ☐ Other

ALLGOOD PEST SOLUTIONS

FOCUS Building



SCALE 2:1 2:1

203 LF

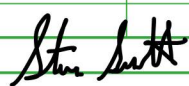
INSPECTION KEY

- T = Subterranean Termites
P = Powder Post Beetles
W = Wood Boring Beetles
D = Drywood Termites
F = Wood Decaying Fungus
M = Excess Moisture
X = Damage Present
C = Cellulose Debris
E → W = Earth To Wood Contact
V = Existing Vent
NV = Cut & Install New Vent
RV = Replace Vent
VW = Vent with Well
..... = Vertical Drilling
→ = Short Rodding
→ = Long Rodding

INFESTATION LOCATION

INFESTED AREA	TYPE	LOCATION
Sills / Bands	☐	
Joists / Beams	☐	
Subfloor	☐	
Posts / Supports	☐	
Forms, Debris, Etc.	☐	
Siding / Ext. Trim / Foam	☐	
Garage Door Frame	☐	
Wood Floor / Floor Covering ...	☐	
Studs / Plates	☐	
Drywall / Paneling	☐	
Baseboards / Trim	☐	
Window, Door Frame	☐	
Masonry / Ex. Joint	☐	
Other:	☐	

CUSTOMER: _____

INSPECTOR: 

ADDITIONAL SPECIFICATIONS AND COMMENTS _____

General Terms and Conditions

By specific reference hereto the Customer understands that the Terms and Conditions of this Agreement and warranty Plan(s) are hereby made an integral part of this Agreement and apply without exception.

1. This Agreement is transferable to a subsequent owner provided that all Fees are paid on a consecutive, timely basis from the date of initial service.
2. This Agreement covers the Structure(s) (see attached graph) identified herein as of the date of the initial service. Exterior fences, decks, lattice, supports, stairs, landscape timbers, and RR ties are excluded unless specified as other Structures on the front of this Agreement.
3. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to correct (at the Customer's expense) any factors contributing to infestation, such as wood, trash, lumber, or other cellulosic materials (including construction elements) in direct wood-soil contact, standing water, faulty grades, or other conditions conducive to termite infestation. The Customer understands rigid board insulation, foamboard and other similar materials such as polystyrene and polyisocyanurate (collectively referred to as RBI) may exist in visible or hidden areas of the structure(s) and that RBI's are conducive to infestation, particularly in areas below grade and/or subject to moisture penetration. The Customer agrees to correct (at the Customer's expense) any RBI discovered in the Structure(s) below grade and/or retaining moisture. Failure of the Customer to cooperate may void this Agreement.
4. It is further understood that moisture in the Structure(s) above the ground from sources such as roof, gutter, or plumbing leaks, improperly sealed door, window, and exterior trim, or penetration into Exterior Insulation Finish Systems, RBI or other construction could support termite colonies and therefore, it is the responsibility of the Customer to correct (at the Customer's expense) any such condition(s). The Customer agrees that the Company shall have no liability for treatment of infestation or repair of damage caused by infestation sustained by above ground moisture conditions.
5. The obligation of the Company under this Agreement is conditioned upon the Customer's payment in full of the Fees as set forth and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any liability and any amount paid shall become the property of the Company. Liability of the Company is limited to the life of the Agreement. The Company reserves the right to refer this account to an attorney if any payment is more than 60 days past due and the responsibilities of the Company under this Agreement will be suspended until outstanding balances are paid. The Customer shall become liable for all costs of collection, including 15% attorney's fee, if collected by law or through an attorney.
6. The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
7. Any claim for breach of any warranty shall be made forthwith in writing to Rentokil North America, Inc. d/b/a Allgood Pest Solutions, 2385 Satellite Blvd. Suite 100 Duluth, Ga. 30096.
8. The Company's liability shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of this Agreement by reasons of acts of war, whether declared or undeclared, acts of duly constituted government authority, strike, acts of God, natural disasters or refusal of the Customer to allow the Company access to the property for the purpose of carrying out the terms and conditions of this Agreement.
9. Any dispute, other than one relating to collection on account, arising out of or relating to this Agreement or the services provided under this Agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. This Agreement involves interstate commerce; furthermore, the Company and the Customer agree that the Federal Arbitration Act shall control their mutual rights and obligations and the conduct of any arbitration proceeding. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated, or any type of punitive damages.
10. THERE ARE NO OTHER WARRANTIES OR AGREEMENTS, ORAL OR OTHERWISE, EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Specific Terms and Conditions -

WOOD DESTROYING INSECT SOLUTION AGREEMENT - ALLGOOD TERMITE BAITING SYSTEM WITH SENTRICON™

1. Service will be provided and the specifically agreed to Plan will be in effect for 12 months from the date of installation or for as long as extended by prepaid renewals. After this period, Service and Plan may be renewed on an annual basis for the lifetime of the treated property by payment of the Annual Renewal Fee (as disclosed on the front page). The Annual Renewal Fee is due and payable in full on or before the first renewal date and subsequent anniversary dates. Failure to pay such Annual Renewal Fee shall void this Agreement without privilege of reinstatement. The Annual Renewal Fee may be adjusted after the renewal date specified on the front of the agreement by providing notice to the Customer. However, in no event shall the average annual increase, if any, be greater than 5% or more than the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater. The Company reserves the right to periodically reinspect the Structure(s) at any time (normal business hours) during the effective term of the Agreement.
2. The Customer will notify the Company in writing prior to (a) the Structure(s) being structurally modified, altered or otherwise changed, or if (b) any pesticide is applied on or close to the location of any Station, or (c) soil is removed or added around the foundation, or (d) any tampering of the Stations occurs. Failure to correct or notify the Company of the events listed above may void this Agreement. Plan I provision for repair may be temporarily suspended by the Company as a result of any of the events listed above and additional services because of any addition, alteration, or other change may be provided by the Company at the Customer's expense, and may require an adjustment in the Annual Renewal Fee. Failure of the Company's representatives to notice the points listed above during periodic inspections does not release the Customer from the stated obligations.
3. The Company reserves the right to substitute any upgraded products or ingredients.
4. The Customer agrees that all of the components of the System (the "Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement. Upon expiration or termination of this Agreement, the Company and Dow AgroSciences or its representatives are authorized by the Customer to retrieve from the Customer's premises the Stations and other Components contained therein for appropriate disposition.
5. If the Company, for any reason, ceases to represent the System, the Company will so notify the Customer and offer one of the following:
 - i. If the Customer and the Company agree on the use of an alternative form of termite prevention, a new agreement will be entered into and the Customer shall receive credit for any unearned payments; or
 - ii. If the Customer or the Company elects to discontinue the Agreement, the Customer shall receive a refund for any unearned payments.
6.

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

Plan I— Retreatment and Repair (in effect only when Plan I box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary repairs and retreatment without additional fees, subject to the following provisions and all Terms and Conditions.
2. Damage with LIVE TERMITES must be present and verified by the Company's representative after the date of installation and initial treatment.
3. The Company shall be responsible for repairs to the Structure(s) only when made with the approval and under the supervision and control of the Company. Repair shall be limited to new damages only and in no event shall the Company be responsible for any consequential damages. It is expressly agreed and understood that this Plan is strictly limited to cost of repairs.
4. Damage discovered with no verified live and active termite infestation shall not be repaired. It is to be understood that termite-damaged areas of the structure(s) may have existed in exposed and hidden areas as of the date of initial installation and/or initial treatment and that the Company assumes no responsibility to repair these preexisting damaged areas.
5. Areas of direct earth to wood (including pressure treated) contacts such as siding, trim, decks, porches, posts, stairs, lattice, fences, landscape timbers, cross ties, etc. are excluded from Plan I provisions for the repair of termite damage.

Plan II— Retreatment Only (in effect only when Plan II box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary retreatment without additional fees, subject to all Terms and Conditions.
2. Plan II does not warrant against, nor shall the Company be responsible for present or future damage to the Structure(s) or contents, nor provide for repairs or compensation thereof.
3. Plan II is issued due to factors such as nature of construction, conditions conducive to infestation, the degree or extent of termite infestation or existing damage, application restrictions, and/or other mitigating circumstances. However, if all such factors are corrected to the satisfaction of the Company, Plan II may be upgraded (at possible additional Customer's expense) to Plan I.

PEST SOLUTIONS®

Phone: 678-341-3700



ALLGOOD

PEST SOLUTIONS®

General Pest Solution Agreement

Local Office Cobb

Phone : 678-341-3700

City of Holly Springs-Focus

Customer's Name

Billing Name

(770) 721-7505

(770) 721-7505

Service Location Phone

Service Other #

Service Other #

Billing Phone

Other Billing #

Contact

Alternate Contact

Alternate Contact #

Alternate Contact Other #

Attention

100 Hickory Circle

Service Address 1

Billing Address 1

Service Address 2

Billing Address 2

Holly Springs

30115

City

State

Zip Code

City

State

Zip Code

Route

Map Grid

Billing Notes/ Email address

☐

Pest Free (without Easy Pay)- Allgood Pest Solutions is hereby requested to provide services for: Ants, Roaches, Silverfish, Crickets, Millipedes, Centipedes, Scorpions, Spiders⁴ⁱ, Fleas⁴ⁱⁱ, Mice and Rats.

☒

Allgood Pest Solutions is hereby requested to provide services for: General Pest Control

☐

Allgood Pest Solutions is hereby requested to provide coverage for Bed Bugs⁴ⁱⁱⁱ.

General Pest Control

Instructions

Schedule service for MONDAYS ONLY. No Students. 4 Rat boxes included in initial fee. Bait, Label and Place.

SERVICE AND FEE SCHEDULE:

SVC TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR. \$ TOTAL
INITIAL FEE 1 ST YEAR ONLY				145.00									145.00
MONTHLY SERVICE	65.00	65.00	65.00		65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	715.00
QUARTERLY SERVICE													0.00
MOSQUITO REDUCTION													0.00
OTHER													0.00
PAYMENT													0.00
MONTHLY \$ TOTALS	65.00	65.00	65.00	145.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	

Save 5% by paying full year in advance.

GRAND TOTAL \$ **860.00**

- You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- This agreement shall constitute the entire agreement and there are no other promises or agreements except as contained herein.
- The Customer agrees to pay Allgood upon receiving service(s) per the above schedule.
- i. Service excludes Brown Recluse Spiders. ii. Interior only service for active flea infestations. Customer must make adequate preparations for flea service. Exterior flea service available for an additional fee. iii. In order to include bed bugs as covered pests, the following conditions must be met: The structure must be a detached, single-family, owner occupied home. No rental properties, condos, apartments, duplexes or other multi-family properties are eligible. Coverage will begin when the Allgood technician confirms that home is bed bug free at the time of the initial service.
- If fees are not paid as agreed, a late fee of 1.5% of the unpaid balance will be added to the unpaid balance each month. The Customer shall become liable for cost of collection, including 15% attorney's fee, if collected by law or through an attorney. If monthly payments are offered to customer, the customer authorizes Allgood to either automatically debit from Customer's checking or savings account (ACH payment service) or to automatically debit Customer's credit card.
- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- The Customer acknowledges that this agreement is for a minimum of 1 year unless otherwise noted. Service will continue as agreed above after the first year unless terminated by the Customer by providing 30 day written notice of cancellation.
- All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.
- If you are not completely satisfied with the results of any pest service provided by our company, we will return at no additional cost to you and make it right.
- MOSQUITO REDUCTION PROVISIONS (if checked above): Allgood Pest Solutions' mosquito reduction program is designed to significantly reduce the population of mosquitoes at the serviced property. Allgood does not guarantee that mosquitoes will not be found at the service location during the term of the program. Allgood is not liable for any mosquito-borne diseases or illnesses allegedly contracted at the service address. If the Customer is concerned about contracting a mosquito-borne disease or illness, the customer must take additional precautions for protection. Conditions at the service address may contribute to increases in the mosquito population. The Customer is responsible for controlling breeding sites at the service property during the breeding season (normally April - October) by eliminating areas of standing and/or stagnant water. Please refer to the breeding site information that was provided by your Allgood representative.
- Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and / or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

107918

Accepted by

04/01/2019

Date

OFFICIAL WAIVER

of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites

NOTICE TO PROPERTY OWNERS / AGENT - DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ AND SIGNED "CONDITIONS GOVERNING THE USE OF THE OFFICIAL WAIVER OF THE MINIMUM TREATMENT STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES" IN THIS DOCUMENT. THESE "CONDITIONS" MUST BE CONSIDERED PART OF THIS DOCUMENT. YOU MUST RECEIVE A COPY OF THIS REPORT AND SUPPORTING GRAPH AT TIME OF SIGNING OR SERVICE.

CONDITIONS GOVERNING THE USE OF THE OFFICIAL WAIVER OF THE MINIMUM TREATMENT STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES

1. The Official Waiver of the Minimum Treatment Standards for the Control of Subterranean Termites is intended to be used **ONLY** in situations where it is not possible or practical to meet the minimum treatment standards established by the Georgia Structural Pest Control Commission.
2. The Official Waiver of the Minimum Treatment Standards for the Control of Subterranean Termites is not to be used to bypass the minimum treatment standards nor is it used to notify any agency of government that a termite treatment has been completed. For defined post construction soil treatments and preconstruction soil treatments, only items #1, 2 and 3 are applicable.
3. By signing this document the property owner / agent acknowledges that the property identified will not receive a complete minimum treatment. Signing this document does not affect the terms of any guarantee between the property owner and the pest control company.
4. Each "NO" must be explained in detail in the area provided on the front of this document as to specifically what areas of the structure do not meet the treatment standards and why it is not possible to meet these treatment standards. Additional space is provided below.
5. All sections of this document must be filled out completely. Failure to comply with this requirement or failure to provide the explanation required in "Condition #4" above will constitute a violation involving misuse of this form and may render it void.

Name of Company Allgood Pest Solutions

Address of Company 1190 Kennestone Circle

Marietta, GA. 30060

Owner of Property City of Holly Springs-Focus

Inspector Name and Certification / Registration Number Steve Smith. SP27565

Address of Structure Treated – Note: A separate Official Waiver is required for each individual structure. Reproduction of the Official Waiver for multiple structures is not acceptable.

100 Hickory Circle

Holly Springs

30115

Phone Number of Property Owner / Agent (770) 721-7505

Indicate with a check mark those items that do NOT meet the minimum treatment standards.

TERMITE CONTROL

SOIL TREATMENTS – Note: for defined post construction soil treatments and pre-construction soil treatments, only items #1, 2 and 3 are applicable.

Type of Treatment – Check one

- ☐ Comprehensive post construction soil treatment
☐ Defined post construction soil treatment
☐ Pre-construction soil treatment

Date job completed - _____

- | | |
|--|--------------------------|
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed or insulated | ☐ |
| 3. Crawl space clearance 18 inches or greater | ☐ |
| 4. Foundation adequately trenched / rodded and treated | ☐ |
| 5. Voids adequately drilled / treated | ☐ |
| 6. Earth filled porches adequately drilled / treated | ☐ |
| 7. Contiguous slabs adequately drilled / treated | ☐ |
| 8. Slabs at / above grade adequately drilled / treated | ☐ |
| 9. Monolithic slabs adequately treated | ☐ |
| 10. Termite tunnels removed | ☐ |

Non Soil Pesticide, Device, Bait or Baiting System – Note: All items pertain to both post construction and pre-construction applications.

Date Job Completed - _____

NO

- | | |
|---|-------------------------------------|
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed | ☒ |
| 3. Barrier or baiting system installed consistent with label directions | ☐ |

Explain in detail what areas of the structure do not meet treatment standards and why it is not possible to meet these treatment standards. Also, attach a graph indicating the area(s) that were not treated to minimum standards. Failure to attach a graph and provide a **detailed** written explanation will void this document. Use other side if necessary.

Wood siding, fence touching soil due to construction.

Customer is aware that these conditions Exist. Not able to correct due to cost.

Signature of Property Owner / Agent _____

Date _____

04/01/2019

SENTRICON WORKSHEET (Revised 05/01/2011) Reps to fill out all items except office use and tech check

Customer Name City of Holly Springs-Focus

Map Coordinate _____

Installation Types:

- ☐ Standard (Used rarely - reconsider before using)
- ☐ New Construction
- ☐ Existing Customer/ Relationship
- ☐ Real Estate
- ☐ Other Installation-Type 1 (Angie's List, Jax/Chattanooga)
- ☐ Site Transfer/ Conversions
- ☐ Reactivation
- ☒ Liquid Upgrade

Total Linear Feet 203

Product Type – Sentricon – Always Active

Application Type:

- ☒ Preventative
- ☐ Curative

Stories 1

Construction Year _____

Termite Treatment History:

- ☒ Never Treated
- ☐ Less than 5 years ago
- ☐ More than 5 years ago

Building Type:

- ☐ Church
- ☐ Hospital/Medical
- ☐ Office
- ☐ Other Residential
- ☐ School
- ☐ Government
- ☐ Multi Family
- ☐ Other Commercial
- ☒ Single Family
- ☐ Temple

Lead Source – CRL

Prenotify Type for Future Monitoring:

- ☒ Just Go
- ☐ Call ahead

Name: _____

Phone: _____

Fence ☐ Yes ☒ No
Gates ☐ Yes ☒ No

Infestation Status:

Active Infestation ☐ Yes ☒ No

Prev. Infestation ☐ Yes ☒ No

Liquid Application ☐ Yes ☐ No

Use ☐ Termidor
☐ Premise

Stored Items: ☐ Yes ☐ No

Moved by: ☐ Techs
☐ Customer

Core Stations: ☐ Yes # ____
☐ No

Sales Rep Steve Smith. SP27565

Emp ID 107,918 **Date Sold** 04/01/2019

Office Use Only

Account# _____

Install Date _____

Install Route/ Tech _____

Monitoring Route _____

1st Monitoring Date _____

Additional info:

Installation Scheduling:

- ☐ Schedule with Customer
- ☐ Just Go ☐ Call & Go

Installation Notes:

Monitoring Notes:

The following information is included on the graph:

- Scale** 2:1
- Location of Infestation** ☐
- Construction Elements Infested** ☐
- Conditions Conducive to Infestation** ☐
- Type of Construction(s)** ☒
- Type of Slab(s)** ☒
- Type of Porch(s)** ☒
- Decks/ Patios** ☒
- Fences/ Gates** ☐
- Sidewalks/ Driveways** ☐
- Stumps** ☐

Distance* to Bodies of Water such as Pools, Creeks, Lakes, Ponds, etc. ☐

*Must conform to Allgood standards

Sale Rep Initials _____

☐ **Technician Checked Property Prior To Treatment - Tech Initials** _____

Acct# _____ **Customer** _____ City of Holly Springs-Focus

	Sales verifies Included			Sales Mgr/OP Mgr 1 st Review		OP Mgr /Gen Mgr 2 nd Review		General Mgr Final Review	
DOCUMENTS	Yes	No	N/A	Pass	Fail	Pass	Fail	Pass	Fail
Service Agreement									
Form II									
Treatment Graph									
Spec Sheet									
Worksheet									
Pictures									

Explanation and Correction of Missing or Incomplete Paperwork:

The following items are not completed:

DOCUMENT REVIEW CHECKLIST

1. Look for and compare signatures on all documents.
2. Look for all necessary documents.
3. Look for any changes on documents that would cause legal issues such as additions or deletions after the customer has signed and been given their copy.
4. On basement construction, check for "depth to footer" measurement. Look for this measurement on all sections of the Treatment Specification sheet where treatment codes are used.
5. Look for down payment of at least 50% or information as to why down payment will not be collected prior to work being performed.
6. Look for payment arrangements to be indicated.
7. **BASEMENTS**-Form II needed when not drilling basement walls and/or slabs.

AGREEMENTS

- ☐ In GA - Comprehensive, Defined or partial noted or checked
- ☐ In FLA - Control or Prevention marked or checked
- ☐ In ALA - All Branch address info
- ☐ Chemical to be used marked
- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Proper Billing Information
- ☐ Multiple Phone Numbers
- ☐ Payment Terms Clearly Stated
- ☐ Credit Card Information as Needed
- ☐ Treatment Type Identified
- ☐ Structure Type Identified
- ☐ Warranty Type Identified
- ☐ Untreated Areas Excluded

FORM II

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ **Detailed** written explanation what areas do not meet minimum treatment standards
- ☐ **Detailed** written explanation why it was not possible to treat to minimum treatment standards

TREATMENT GRAPHS

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Treatment Type Identified
- ☐ Treatment Information Included
- ☐ Inspection Findings Summary
- ☐ Conducive Conditions Detailed
- ☐ Construction Elements Identified
- ☐ Scale Included
- ☐ Graph Detailed
- ☐ Treatment Specs Adequate
- ☐ Untreated Areas Marked (Form II)
- ☐ Inspection Key Utilized
- ☐ Infestation/Damage located with multiple TTT and XXX
- ☐ Areas Excluded from Warranty clearly identified

SPEC SHEETS/ WORKSHEETS

- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Code Double Checked
- ☐ Special Directions as Needed
- ☐ Gallons needed shown and accurate
- ☐ Depth to footer shown and accurate

PICTURES

INSPECTION DATE: 04/01/2019 INSPECTOR: Steve Smith. SP27565 TREATMENT TYPE: Sentricon
PROPERTY ADDRESS: 3235 Holly Springs Parkway CITY: Holly Springs ZIP: 30115
OWNER: CITY OF HOLLY SPRINGS H# W# (770) 721-7505 OTHER#
OTHER: RON CARTER H# W# OTHER#

- TREATMENT INFORMATION**
- ☒ Power On ☒ Water On
- ☐ Floor Covering:
- ☐ Carpet / Linoleum / Tile
 - ☐ Tackboard / Glue
 - ☐ Qtr. Round / Baseboard / Cove Base
 - ☐ Other
- ☐ Stored Items Moved By Homeowner / Techs
- ☐ Bushes Trimmed By Homeowner / Techs
- ☐ Cellulose Debris:
- ☐ Stacked
 - ☐ Hauled Away
- ☐ # Vents _____ # Wells _____
- ☐ Vent Color: _____
- ☐ Special Mortar Mix: _____
- ☐ Official Waiver

INSPECTION FINDINGS / REMARKS:

No Activity Found

- CONDUCTIVE CONDITIONS - PRESENT / DESCRIPTION:**
- ☐ Earth to Wood Contact
 - ☐ Wood within 6" of soil
 - ☐ Formboards / Grade Stakes / Cellulose Debris
 - ☐ Excessive Moisture
 - ☐ Insufficient Ventilation
 - ☐ Other

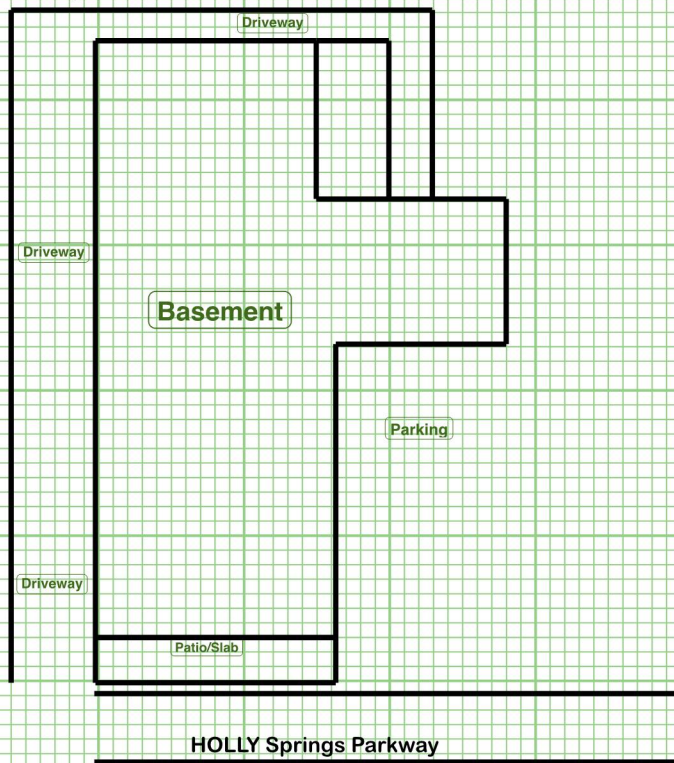
CONSTRUCTION TYPE: ☐ Crawl ☐ Basement ☐ Slab ☐ Other

SLAB TYPE: ☐ Monolithic ☐ Floating ☐ Supported ☐ Suspended ☐ Unknown

FOUNDATION WALLS: ☐ Poured ☐ Poured / BV ☐ HB ☐ HB / BV ☐ Other

ALL GOOD PEST SOLUTIONS

Public Safety-Court House



SCALE 3:1

431 LF

INSPECTION KEY

T = Subterranean Termites
P = Powder Post Beetles
W = Wood Boring Beetles
D = Drywood Termites
F = Wood Decaying Fungus
M = Excess Moisture
X = Damage Present
C = Cellulose Debris
E → W = Earth To Wood Contact
V = Existing Vent
NV = Cut & Install New Vent
RV = Replace Vent
VW = Vent with Well
... = Vertical Drilling
→ = Short Rodding
→ = Long Rodding

INFESTATION LOCATION

INFESTED AREA	TYPE	LOCATION
Sills / Bands	☐	
Joists / Beams	☐	
Subfloor	☐	
Posts / Supports	☐	
Forms, Debris, Etc.	☐	
Siding / Ext. Trim / Foam	☐	
Garage Door Frame	☐	
Wood Floor / Floor Covering	☐	
Studs / Plates	☐	
Drywall / Paneling	☐	
Baseboards / Trim	☐	
Window, Door Frame	☐	
Masonry / Ex. Joint	☐	
Other:	☐	

CUSTOMER:

INSPECTOR:

Steve Smith

ADDITIONAL SPECIFICATIONS AND COMMENTS

General Terms and Conditions

By specific reference hereto the Customer understands that the Terms and Conditions of this Agreement and warranty Plan(s) are hereby made an integral part of this Agreement and apply without exception.

1. This Agreement is transferable to a subsequent owner provided that all Fees are paid on a consecutive, timely basis from the date of initial service.
2. This Agreement covers the Structure(s) (see attached graph) identified herein as of the date of the initial service. Exterior fences, decks, lattice, supports, stairs, landscape timbers, and RR ties are excluded unless specified as other Structures on the front of this Agreement.
3. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to correct (at the Customer's expense) any factors contributing to infestation, such as wood, trash, lumber, or other cellulosic materials (including construction elements) in direct wood-soil contact, standing water, faulty grades, or other conditions conducive to termite infestation. The Customer understands rigid board insulation, foamboard and other similar materials such as polystyrene and polyisocyanurate (collectively referred to as RBI) may exist in visible or hidden areas of the structure(s) and that RBI's are conducive to infestation, particularly in areas below grade and/or subject to moisture penetration. The Customer agrees to correct (at the Customer's expense) any RBI discovered in the Structure(s) below grade and/or retaining moisture. Failure of the Customer to cooperate may void this Agreement.
4. It is further understood that moisture in the Structure(s) above the ground from sources such as roof, gutter, or plumbing leaks, improperly sealed door, window, and exterior trim, or penetration into Exterior Insulation Finish Systems, RBI or other construction could support termite colonies and therefore, it is the responsibility of the Customer to correct (at the Customer's expense) any such condition(s). The Customer agrees that the Company shall have no liability for treatment of infestation or repair of damage caused by infestation sustained by above ground moisture conditions.
5. The obligation of the Company under this Agreement is conditioned upon the Customer's payment in full of the Fees as set forth and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any liability and any amount paid shall become the property of the Company. Liability of the Company is limited to the life of the Agreement. The Company reserves the right to refer this account to an attorney if any payment is more than 60 days past due and the responsibilities of the Company under this Agreement will be suspended until outstanding balances are paid. The Customer shall become liable for all costs of collection, including 15% attorney's fee, if collected by law or through an attorney.
6. The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
7. Any claim for breach of any warranty shall be made forthwith in writing to Rentokil North America, Inc. d/b/a Allgood Pest Solutions, 2385 Satellite Blvd. Suite 100 Duluth, Ga. 30096.
8. The Company's liability shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of this Agreement by reasons of acts of war, whether declared or undeclared, acts of duly constituted government authority, strike, acts of God, natural disasters or refusal of the Customer to allow the Company access to the property for the purpose of carrying out the terms and conditions of this Agreement.
9. Any dispute, other than one relating to collection on account, arising out of or relating to this Agreement or the services provided under this Agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. This Agreement involves interstate commerce; furthermore, the Company and the Customer agree that the Federal Arbitration Act shall control their mutual rights and obligations and the conduct of any arbitration proceeding. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated, or any type of punitive damages.
10. THERE ARE NO OTHER WARRANTIES OR AGREEMENTS, ORAL OR OTHERWISE, EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Specific Terms and Conditions -

WOOD DESTROYING INSECT SOLUTION AGREEMENT - ALLGOOD TERMITE BAITING SYSTEM WITH SENTRICON™

1. Service will be provided and the specifically agreed to Plan will be in effect for 12 months from the date of installation or for as long as extended by prepaid renewals. After this period, Service and Plan may be renewed on an annual basis for the lifetime of the treated property by payment of the Annual Renewal Fee (as disclosed on the front page). The Annual Renewal Fee is due and payable in full on or before the first renewal date and subsequent anniversary dates. Failure to pay such Annual Renewal Fee shall void this Agreement without privilege of reinstatement. The Annual Renewal Fee may be adjusted after the renewal date specified on the front of the agreement by providing notice to the Customer. However, in no event shall the average annual increase, if any, be greater than 5% or more than the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater. The Company reserves the right to periodically reinspect the Structure(s) at any time (normal business hours) during the effective term of the Agreement.
2. The Customer will notify the Company in writing prior to (a) the Structure(s) being structurally modified, altered or otherwise changed, or if (b) any pesticide is applied on or close to the location of any Station, or (c) soil is removed or added around the foundation, or (d) any tampering of the Stations occurs. Failure to correct or notify the Company of the events listed above may void this Agreement. Plan I provision for repair may be temporarily suspended by the Company as a result of any of the events listed above and additional services because of any addition, alteration, or other change may be provided by the Company at the Customer's expense, and may require an adjustment in the Annual Renewal Fee. Failure of the Company's representatives to notice the points listed above during periodic inspections does not release the Customer from the stated obligations.
3. The Company reserves the right to substitute any upgraded products or ingredients.
4. The Customer agrees that all of the components of the System (the "Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement. Upon expiration or termination of this Agreement, the Company and Dow AgroSciences or its representatives are authorized by the Customer to retrieve from the Customer's premises the Stations and other Components contained therein for appropriate disposition.
5. If the Company, for any reason, ceases to represent the System, the Company will so notify the Customer and offer one of the following:
 - i. If the Customer and the Company agree on the use of an alternative form of termite prevention, a new agreement will be entered into and the Customer shall receive credit for any unearned payments; or
 - ii. If the Customer or the Company elects to discontinue the Agreement, the Customer shall receive a refund for any unearned payments.
6.

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

Plan I— Retreatment and Repair (in effect only when Plan I box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary repairs and retreatment without additional fees, subject to the following provisions and all Terms and Conditions.
2. Damage with LIVE TERMITES must be present and verified by the Company's representative after the date of installation and initial treatment.
3. The Company shall be responsible for repairs to the Structure(s) only when made with the approval and under the supervision and control of the Company. Repair shall be limited to new damages only and in no event shall the Company be responsible for any consequential damages. It is expressly agreed and understood that this Plan is strictly limited to cost of repairs.
4. Damage discovered with no verified live and active termite infestation shall not be repaired. It is to be understood that termite-damaged areas of the structure(s) may have existed in exposed and hidden areas as of the date of initial installation and/or initial treatment and that the Company assumes no responsibility to repair these preexisting damaged areas.
5. Areas of direct earth to wood (including pressure treated) contacts such as siding, trim, decks, porches, posts, stairs, lattice, fences, landscape timbers, cross ties, etc. are excluded from Plan I provisions for the repair of termite damage.

Plan II— Retreatment Only (in effect only when Plan II box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary retreatment without additional fees, subject to all Terms and Conditions.
2. Plan II does not warrant against, nor shall the Company be responsible for present or future damage to the Structure(s) or contents, nor provide for repairs or compensation thereof.
3. Plan II is issued due to factors such as nature of construction, conditions conducive to infestation, the degree or extent of termite infestation or existing damage, application restrictions, and/or other mitigating circumstances. However, if all such factors are corrected to the satisfaction of the Company, Plan II may be upgraded (at possible additional Customer's expense) to Plan I.

☒ PLAN I: Subterranean Termite Repair and Retreatment.	THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.
☐ PLAN II: Subterranean Termite Retreatment Only.	THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.



Office: Cobb
 Street: 1190 Kennestone Circle
 City, State Zip: Marietta, GA 30060
 Phone: 678-341-3700

Wood Destroying Insect Solution Agreement Allgood Termite Baiting System with Sentricon®

Customer: CITY OF HOLLY SPRINGS Home # _____ Work # (770) 721-7505 # _____
 Service Address: 3235 Holly Springs Parkway Holly Springs 30115
 Billing Address: Same
 Email Address: _____
 Main Structure: Commercial-Basement Other Structure(s): _____

In accordance with your request, we are pleased to submit this Agreement for the treatment of subterranean termites –including Formosans (“Termites”) by installation and maintenance of a Sentricon® System (the “System”) with Always Active™ technology.

Service Commitment

Allgood Pest Solutions (the “Company”) shall, in compliance with all applicable federal, state, and local laws and recommendations contained in literature provided by Dow AgroSciences:

1. Install Sentricon® stations (the “Stations”) containing termite bait (the “Bait”) in the soil around the outside perimeter of the Structure[s]. The Company may utilize above ground Stations as deemed appropriate for interior areas;
2. Service those Stations for a period of one year from the date hereof or for as long as extended by prepaid renewals; and
3. During that year or for as long as extended by prepaid renewals replace “Bait” as necessary.

Customer Understanding of the Performance of the System

The Customer understands the following provisions:

1. The System involves inspection, installation of Stations, and colony reduction or elimination with Bait. Subsequent inspection and servicing the stations is required due to new termite colonies;
2. Intervals of several months or more should be expected between installation of the Stations and elimination of the colony;
3. During the intervals between installation of Stations and complete elimination of existing colonies, termite feeding within the Structures, possibly including additional structural damage, should be expected to occur. Additional services such as targeted applications of termiticides are available to combat termite activity on a localized, short-term basis if desired; and
4. The active ingredient in the System is an insect growth regulator that prevents worker termites from successfully molting. The resulting disruption of development causes a decline in the termite colony to the point where the colony can no longer sustain itself.

Special or Additional Terms and Conditions:	
Sentricon Always Active System	REQUIRED IN FLORIDA²
	☐ CONTROL OF EXISTING INFESTATION
	☐ PREVENTION OF INFESTATION

☐ **Official Waiver:** If checked, an Official Waiver is an integral part of this Agreement and explains deviation from minimum treatment standards¹.

All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the Company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.

\$ <u>599.00</u> Install	☐ GreenSky Finance	\$ <u>275.00</u> ANNUAL RENEWAL FEE
\$ _____ Prepaid Renewals	☐ Amount Collected or Financed	1ST RENEWAL DATE
\$ <u>599.00</u> TOTAL DUE	\$ _____	Service & Plan may be renewed on an annual basis by payment of the Annual Renewal Fee that is due and payable on or before the 1st Renewal Date of this Agreement.
\$ <u>0.00</u> Balance Due	☐ OTHER: _____	

If fees are not paid as agreed, a late fee of 1.5% of the unpaid balance will be added to the unpaid balance each month.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT.

Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and/ or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

This agreement is contingent on the approval of the Designated Certified Operator. By signing below the Customer and the Company agree to comply with all terms and conditions contained in this Agreement. The Customer reserves their right to cancel this Agreement within three (3) business days of signing by notifying the Company.

Rep: 107918 Customer: Date: 04/01/2019

¹ As established by the Georgia Structural Pest Control Commission

² As established by the Florida Department of Agricultural and Consumer Services.

®™ Trademarks of Dow AgroSciences

**ALLGOOD**

PEST SOLUTIONS®

General Pest Solution AgreementLocal Office CobbPhone : 678-341-3700**CITY OF HOLLY SPRINGS**

Customer's Name

Billing Name

(770) 721-7505

Service Location Phone

Service Other #

Service Other #

Billing Phone

Other Billing #

Contact

Alternate Contact

Alternate Contact #

Alternate Contact Other #

Attention

3235 Holly Springs Parkway

Service Address 1

Billing Address 1

Service Address 2

Billing Address 2

Holly Springs30115

City

State

Zip Code

City

State

Zip Code

Route

Map Grid

Billing Notes/ Email address

☒ **Pest Free (without Easy Pay)-** Allgood Pest Solutions is hereby requested to provide services for: Ants, Roaches, Silverfish, Crickets, Millipedes, Centipedes, Scorpions, Spiders⁴ⁱ, Fleas⁴ⁱⁱ, Mice and Rats.

☐ Allgood Pest Solutions is hereby requested to provide services for: _____

☐ Allgood Pest Solutions is hereby requested to provide coverage for Bed Bugs⁴ⁱⁱⁱ.
General Pest Control

Instructions _____

8 Rat boxes included in initial fee. Bait, Label and Place.**SERVICE AND FEE SCHEDULE:**

SVC TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR. \$ TOTAL
INITIAL FEE 1 ST YEAR ONLY				245.00									245.00
MONTHLY SERVICE	85.00	85.00	85.00		85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	935.00
QUARTERLY SERVICE													0.00
MOSQUITO REDUCTION													0.00
OTHER													0.00
PAYMENT													0.00
MONTHLY \$ TOTALS	85.00	85.00	85.00	245.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	

Save 5% by paying full year in advance.

GRAND TOTAL \$ **1,180.00**

- You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- This agreement shall constitute the entire agreement and there are no other promises or agreements except as contained herein.
- The Customer agrees to pay Allgood upon receiving service(s) per the above schedule.
- i. Service excludes Brown Recluse Spiders. ii. Interior only service for active flea infestations. Customer must make adequate preparations for flea service. Exterior flea service available for an additional fee. iii. In order to include bed bugs as covered pests, the following conditions must be met: The structure must be a detached, single-family, owner occupied home. No rental properties, condos, apartments, duplexes or other multi-family properties are eligible. Coverage will begin when the Allgood technician confirms that home is bed bug free at the time of the initial service.
- If fees are not paid as agreed, a late fee of 1.5% of the unpaid balance will be added to the unpaid balance each month. The Customer shall become liable for cost of collection, including 15% attorney's fee, if collected by law or through an attorney. If monthly payments are offered to customer, the customer authorizes Allgood to either automatically debit from Customer's checking or savings account (ACH payment service) or to automatically debit Customer's credit card.
- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- The Customer acknowledges that this agreement is for a minimum of 1 year unless otherwise noted. Service will continue as agreed above after the first year unless terminated by the Customer by providing 30 day written notice of cancellation.
- All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.
- If you are not completely satisfied with the results of any pest service provided by our company, we will return at no additional cost to you and make it right.
- MOSQUITO REDUCTION PROVISIONS (if checked above): Allgood Pest Solutions' mosquito reduction program is designed to significantly reduce the population of mosquitoes at the serviced property. Allgood does not guarantee that mosquitoes will not be found at the service location during the term of the program. Allgood is not liable for any mosquito-borne diseases or illnesses allegedly contracted at the service address. If the Customer is concerned about contracting a mosquito-borne disease or illness, the customer must take additional precautions for protection. Conditions at the service address may contribute to increases in the mosquito population. The Customer is responsible for controlling breeding sites at the service property during the breeding season (normally April - October) by eliminating areas of standing and/or stagnant water. Please refer to the breeding site information that was provided by your Allgood representative.
- Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and / or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

107918

Accepted by

04/01/2019

Date

SENTRICON WORKSHEET

(Revised 05/01/2011) Reps to fill out all items except office use and tech check

Customer Name CITY OF HOLLY SPRINGS

Map Coordinate _____

Installation Types:

- ☐ Standard (Used rarely - reconsider before using)
- ☐ New Construction
- ☐ Existing Customer/ Relationship
- ☐ Real Estate
- ☐ Other Installation-Type 1 (Angie's List, Jax/Chattanooga)
- ☐ Site Transfer/ Conversions
- ☐ Reactivation
- ☒ Liquid Upgrade

Total Linear Feet 431

Product Type – Sentricon – Always Active

Application Type:

- ☐ Preventative
- ☐ Curative

Stories _____

Construction Year _____

Termite Treatment History:

- ☐ Never Treated
- ☐ Less than 5 years ago
- ☐ More than 5 years ago

Building Type:

- | | |
|--|---|
| ☐ Church | ☐ Government |
| ☐ Hospital/Medical | ☐ Multi Family |
| ☐ Office | ☐ Other Commercial |
| ☐ Other Residential | ☐ Single Family |
| ☐ School | ☐ Temple |

Lead Source – _____

Prenotify Type for Future Monitoring:

- ☐ Just Go
- ☐ Call ahead

Name: _____

Phone: _____

Fence	☐ Yes	☐ No
Gates	☐ Yes	☐ No

Infestation Status:

Active Infestation ☐ Yes ☐ No

Prev. Infestation ☐ Yes ☐ No

Liquid Application ☐ Yes ☐ No

Use ☐ Termidor
☐ Premise

Stored Items: ☐ Yes ☐ No

Moved by: ☐ Techs
☐ Customer

Core Stations: ☐ Yes # ____
☐ No

Sales Rep Steve Smith. SP27565

Emp ID _____ Date Sold 04/01/2019

Office Use Only

Account# _____

Install Date _____

Install Route/ Tech _____

Monitoring Route _____

1st Monitoring Date _____

Additional info:

Installation Scheduling:

- ☐ Schedule with Customer
- ☐ Just Go
- ☐ Call & Go

Installation Notes:

Monitoring Notes:

The following information is included on the graph:

- | | | |
|--|-----|--------------------------|
| Scale | 3:1 | |
| Location of Infestation | | ☐ |
| Construction Elements Infested | | ☐ |
| Conditions Conducive to Infestation | | ☐ |
| Type of Construction(s) | | ☐ |
| Type of Slab(s) | | ☐ |
| Type of Porch(s) | | ☐ |
| Decks/ Patios | | ☐ |
| Fences/ Gates | | ☐ |
| Sidewalks/ Driveways | | ☐ |
| Stumps | | ☐ |
| Distance* to Bodies of Water such as Pools, Creeks, Lakes, Ponds, etc. | | ☐ |

*Must conform to Allgood standards

Sale Rep Initials _____

☐ Technician Checked Property Prior To Treatment - Tech Initials _____

Acct# _____ **Customer** CITY OF HOLLY SPRINGS

	Sales verifies Included			Sales Mgr/OP Mgr 1 st Review		OP Mgr /Gen Mgr 2 nd Review		General Mgr Final Review	
	Yes	No	N/A	Pass	Fail	Pass	Fail	Pass	Fail
DOCUMENTS									
Service Agreement									
Form II									
Treatment Graph									
Spec Sheet									
Worksheet									
Pictures									

Explanation and Correction of Missing or Incomplete Paperwork:

The following items are not completed:

DOCUMENT REVIEW CHECKLIST

1. Look for and compare signatures on all documents.
2. Look for all necessary documents.
3. Look for any changes on documents that would cause legal issues such as additions or deletions after the customer has signed and been given their copy.
4. On basement construction, check for "depth to footer" measurement. Look for this measurement on all sections of the Treatment Specification sheet where treatment codes are used.
5. Look for down payment of at least 50% or information as to why down payment will not be collected prior to work being performed.
6. Look for payment arrangements to be indicated.
7. **BASEMENTS**-Form II needed when not drilling basement walls and/or slabs.

AGREEMENTS

- ☐ In GA - Comprehensive, Defined or partial noted or checked
- ☐ In FLA - Control or Prevention marked or checked
- ☐ In ALA - All Branch address info
- ☐ Chemical to be used marked
- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Proper Billing Information
- ☐ Multiple Phone Numbers
- ☐ Payment Terms Clearly Stated
- ☐ Credit Card Information as Needed
- ☐ Treatment Type Identified
- ☐ Structure Type Identified
- ☐ Warranty Type Identified
- ☐ Untreated Areas Excluded

FORM II

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ **Detailed** written explanation what areas do not meet minimum treatment standards
- ☐ **Detailed** written explanation why it was not possible to treat to minimum treatment standards

TREATMENT GRAPHS

- ☐ All Blanks Filled
- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Signed by Customer
- ☐ Treatment Type Identified
- ☐ Treatment Information Included
- ☐ Inspection Findings Summary
- ☐ Conducive Conditions Detailed
- ☐ Construction Elements Identified
- ☐ Scale Included
- ☐ Graph Detailed
- ☐ Treatment Specs Adequate
- ☐ Untreated Areas Marked (Form II)
- ☐ Inspection Key Utilized
- ☐ Infestation/Damage located with multiple TTT and XXX
- ☐ Areas Excluded from Warranty clearly identified

SPEC SHEETS/ WORKSHEETS

- ☐ Complete General Information
- ☐ Legible, Neat & Clean
- ☐ Dated
- ☐ Code Double Checked
- ☐ Special Directions as Needed
- ☐ Gallons needed shown and accurate
- ☐ Depth to footer shown and accurate

PICTURES



**ALLGOOD**

PEST SOLUTIONS®

General Pest Solution AgreementLocal Office CobbPhone : 678-341-3700**City of Holly Springs-Public Works**

Customer's Name

Billing Name

(770) 721-7505

Service Location Phone

Service Other #

Service Other #

Billing Phone

Other Billing #

Contact

Alternate Contact

Alternate Contact #

Alternate Contact Other #

Attention

Ron Carter**100 Hickory Circle**

Service Address 1

Billing Address 1

Service Address 2

Billing Address 2

Holly Springs**30115**

City

State

Zip Code

City

State

Zip Code

Route

Map Grid

Billing Notes/ Email address

☐ **Pest Free (without Easy Pay)-** Allgood Pest Solutions is hereby requested to provide services for: Ants, Roaches, Silverfish, Crickets, Millipedes, Centipedes, Scorpions, Spiders⁴ⁱ, Fleas⁴ⁱⁱ, Mice and Rats.

☒ Allgood Pest Solutions is hereby requested to provide services for: General Pest Control
☐ Allgood Pest Solutions is hereby requested to provide coverage for Bed Bugs⁴ⁱⁱⁱ.
Instructions**6 Rat boxes included in initial fee. Bait, Label and Place.****SERVICE AND FEE SCHEDULE:**

SVC TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YR. \$ TOTAL
INITIAL FEE 1 ST YEAR ONLY				185.00									185.00
MONTHLY SERVICE	65.00	65.00	65.00		65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	715.00
QUARTERLY SERVICE													0.00
MOSQUITO REDUCTION													0.00
OTHER													0.00
PAYMENT													0.00
MONTHLY \$ TOTALS	65.00	65.00	65.00	185.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	

Save 5% by paying full year in advance.**GRAND TOTAL \$ 900.00**

- You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
- This agreement shall constitute the entire agreement and there are no other promises or agreements except as contained herein.
- The Customer agrees to pay Allgood upon receiving service(s) per the above schedule.
- i. Service excludes Brown Recluse Spiders. ii. Interior only service for active flea infestations. Customer must make adequate preparations for flea service. Exterior flea service available for an additional fee. iii. In order to include bed bugs as covered pests, the following conditions must be met: The structure must be a detached, single-family, owner occupied home. No rental properties, condos, apartments, duplexes or other multi-family properties are eligible. Coverage will begin when the Allgood technician confirms that home is bed bug free at the time of the initial service.
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- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- The Customer acknowledges that this agreement is for a minimum of 1 year unless otherwise noted. Service will continue as agreed above after the first year unless terminated by the Customer by providing 30 day written notice of cancellation.
- All treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.
- If you are not completely satisfied with the results of any pest service provided by our company, we will return at no additional cost to you and make it right.
- MOSQUITO REDUCTION PROVISIONS (if checked above): Allgood Pest Solutions' mosquito reduction program is designed to significantly reduce the population of mosquitoes at the serviced property. Allgood does not guarantee that mosquitoes will not be found at the service location during the term of the program. Allgood is not liable for any mosquito-borne diseases or illnesses allegedly contracted at the service address. If the Customer is concerned about contracting a mosquito-borne disease or illness, the customer must take additional precautions for protection. Conditions at the service address may contribute to increases in the mosquito population. The Customer is responsible for controlling breeding sites at the service property during the breeding season (normally April – October) by eliminating areas of standing and/ or stagnant water. Please refer to the breeding site information that was provided by your Allgood representative.
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107918

Accepted by

04/01/2019

Date



COOK'S PEST CONTROL

Commercial Products and Equipment Order Form

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Ambush Rodent Bait Stations	1049.00	16.50	294.
74.00			0
	(250.00)	799.00	0
799.00			

Date 12 / 12 / 19Total Sale Price 18Customer Name City of Holly Springs - City Hall Address 3235 Holly Springs ParkwayCity Holly Springs, GA 301 State 770-34 Zip _____ Phone _____ Fax rcarter@hollyspringsga.

ALL WARRANTIES FOR MATERIALS OR SERVICES SHALL BE EXPRESSLY
LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY. COOK'S MAKES NO
OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY
AND FITNESS.

Cook's Commercial Consultant_____
Customer Signature

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	ZONE	TYPE BLDG.	ROUTE	CARD 4 CODE
3235 Holly Springs			367.00					4	199.75	Jan-Apr			

WCPC 29 - 5.09



COOK'S PEST CONTROL

Commercial Products and Equipment Order Form

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Date 12 / 12 / 19

Total Sale Price 18

Customer Name City of Holly Springs - City Hall Address 3235 Holly Springs Parkway

City Holly Springs, GA 301 State 770-34 Zip _____ Phone _____ Fax rcarter@hollyspringsga.

ALL WARRANTIES FOR MATERIALS OR SERVICES SHALL BE EXPRESSLY LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY. COOK'S MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS.

Cook's Commercial Consultant

Customer Signature

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	ZONE	TYPE BLDG.	ROUTE	CARD 4 CODE
3235			367.00					4	199.75	Jan-Apr			

WCPC 29 - 5.09



COOK'S PEST CONTROL

Commercial Products and Equipment Order Form

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Ambush Rodent Bait Stations	1049.00	16.50	294.
74.00			0
	(250.00)	799.00	0
799.00			

Date 12 / 12 / 19Total Sale Price 18Customer Name City of Holly Springs - City Hall Address 3235 Holly Springs ParkwayCity Holly Springs, GA 301 State 770-34 Zip _____ Phone _____ Fax rcarter@hollyspringsga.

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Cook's Commercial Consultant_____
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3235			367.00					4	199.75	Jan-Apr			

WCPC 29 - 5.09



DAMAGE REPLACEMENT GUARANTEE

This contract provides for retreatment of a structure and the repair of damages caused by wood destroying organisms within the limits stated in this contract. The removal of the bait or baiting system may result in a lack of termite protection.

Important: Please refer to the back of the customer copy of this Agreement for the definition of "Wood Destroying Organisms" and the terms of the Sentricon Guarantee.

INVESTMENT:

Sentricon Termite Colony Elimination System

☒ Installation Fee \$ 1049.00

☒ Annual Fee \$ 294. Payable in quarterly installments
of \$ 74.00 beginning ☐ Now ☐ Next Qtr. ☒ Next Yr. \$ _____

☐ Account Set Up Fee..... \$ _____

☐ Coring..... \$ _____

☐ Additional Charges:..... \$ _____

☒ Other:..... \$ (250.00)

Total Charges Due Now..... \$ 799.00

Amount Collected This Date \$ 0

Balance Owning \$ 799.00

☐ Cook's Finance ☐ Other _____

☐ Balance to be paid when work is completed.

ISSUE GUARANTEE TO:

Offer expires 30 days after : 12 / 19 / 18

Name City of Holly Springs - City Hall

Address 3235 Holly Springs Parkway

City Holly Springs, GA 30115

Phone 770-345-5536

Employer _____

Work Phone _____

E-mail rcarter@hollyspringsga.us

Service Address 3235 Holly Springs Parkway
Holly Springs, GA 30115

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of \$ 367.00 which may be paid in quarterly installments. These installments are due on the first day of each quarter.

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

FINANCE CHARGE

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

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

(A.) ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate: 18 %	(B.) FINANCE CHARGE The dollar amount the credit will cost you: (D) - (C) \$ _____	(C.) AMOUNT FINANCED The amount of credit provided to you or on your behalf (Balance Owning): \$ _____	(D.) TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled: (B) + (C) \$ _____	(E.) TOTAL SALE PRICE Total cost of your purchase on credit, including your downpayment (D) + Down payment: \$ _____
---	--	--	--	--

You have the right to receive an itemization of the Amount Financed at this time. ☒ I want an itemization ☐ I do not want an itemization. ☐ LATE CHARGE: None
Your payment schedule will be:

No. of Payments	Amount of Payments	Payments Due
4	199.75	Jan-Apr

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

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

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

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

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

CAUTION - It is important that you thoroughly read this Agreement and the Sample Guarantee on the reverse side of the customer's copy before you sign it.

ALTERNATIVE DISPUTE RESOLUTION CLAUSE (INCLUDING JURY TRIAL WAIVER)

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

(1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT, OR THE BREACH THEREOF, OR ARISING OUT OF ANY PRIOR OR FUTURE DEALINGS BETWEEN COOK'S AND CUSTOMER SHALL BE SETTLED BY ARBITRATION IN THE STATE OF CUSTOMER'S RESIDENCE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ARBITRATION RULES OF THE AAA") AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. If the transaction is a consumer transaction, the Customer initially shall pay no more than \$150.00 in arbitration costs. Cook's shall pay the remaining costs of arbitration. If the transaction is a commercial transaction, the customer and Cook's shall each pay one-half of the cost of arbitration. However, in both consumer and commercial transactions, the arbitrator(s), as part of his final decree, may reapportion the arbitration costs payable by each party. Each party shall pay its own attorney's fees and costs. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted.

(2) The parties anticipate that the resources of COOK'S used by COOK'S to perform the Service Agreement, will come from interstate sources. Therefore, COOK'S and customer acknowledge and agree that the Service Agreement involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USAA." The parties intend that this Service Agreement shall encompass and embody the broadest range of matters that may be arbitrated under federal law. The parties further agree that any question as to the scope of this Service Agreement shall, to the extent permitted by law, be determined by the Arbitrator (including, without limitations, issues of unfairness, capacity, waiver, unconscionability and so forth).

(3) Notwithstanding any language in this Service Agreement to the contrary, in the event of a Default in payment by the Customer to Cook's, Cook's may seek its remedies in an action at law or in equity, or may otherwise exercise remedies provided by law; and, its decision to do so shall not be deemed to be a waiver to its right thereafter to insist upon and seek specific enforcement of its rights under this Service Agreement, in the event that the other party shall assert a counterclaim or right of setoff in such judicial or non-judicial action.

(4) EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.

(5) WAIVER OF TRIAL BY JURY. If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.

The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its payment charges and terms and the arbitration and waiver of jury trial provisions.

X

Cook's Pest Control, Inc. Representative

Customer or Agent



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

Location of Building treated: Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____ Date: _____

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

1. Cook's will perform the following services during the term of this Guarantee:
 - a. Install Sentricon termite bait stations in the soil around the structure[s] according to guidelines established by Dow AgroSciences.
 - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
 - c. Make an annual inspection of the structure and provide all required reports.
2. Cook's will repair, under its supervision, any new damage caused by native Subterranean and Formosan Termites provided:
 - a. The damage is established to have occurred more than six (6) months after the initial installation of the Sentricon System. (This 6-month waiting period shall not apply to the following: (1) a Cook's customer who has a current damage replacement guarantee on the structure; or (2) the purchaser of a structure that was protected by a Cook's damage replacement guarantee for at least six (6) months at the time of the closing, provided the purchaser enters into this agreement within 90 days of the closing date)
 - b. Cook's finds the damaged area infested with live native Subterranean or Formosan Termites.
 - c. Customer has fulfilled their obligations as specified in the Agreement and Guarantee.
3. This repair Guarantee applies to the interior and exterior of the building except where:
 - a. Wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish System (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, is less than six [6] inches above ground level.
 - b. A moisture problem exists, permitting an aerial termite colony, which allows termites to survive without returning to the soil.

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

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

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

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

Cook's Pest Control, Inc. • Corporate Office
1741 Fifth Avenue SE • Decatur, AL 35601

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

Service Billing

Address: 164 Hickory Road Address: same as service

Holly Springs, GA ZIP 30115 ZIP _____

This Agreement is for the control of :

☒ roaches ☒ ants* ☒ silverfish ☒ mice ☒ rats ☒ fleas** ☒ ticks** ☒ spiders***

☒ other*** (Pests must be specified or itemized.) Follow up treatment in 10-14 days after initial service.

* See reverse side of this agreement for terms and conditions of fire ant service.

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

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

Pests to be controlled in the following areas of the building(s): Interior - bait for ants and cockroaches. Caulk /

cracks and small holes. Crack and crevice treatment. Install pest monitors in high pest traffic areas.

Place insect growth regulators in kitchen areas. Place rodent traps along rodent travel routes.

Exterior - Perimeter band treat, remove spider webs and paper wasp nest.

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

Customer agrees to pay Cook's \$ 90.00 for the initial service and \$ 45.00 per month for the following twelve months for a total charge of \$ 630.00. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: ☒ no charge, ☐ Cook's hourly on-the-job rate _____,

☐ other _____

Rodent Equipment [check appropriate box]

☐ Cook's will provide the initial supply of rodent traps and bait stations. Customer is to be charged for replacing those damaged or lost. Such equipment will remain the property of Cook's.

☒ Customer will purchase initial supply of rodent traps and bait stations and any required replacements. Such equipment will remain the property of the customer.

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

SEE THE REVERSE SIDE OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on the reverse side are incorporated herein by this reference.

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

COOK'S PEST CONTROL, INC.

Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	TAX	TYPE BLDG.	ROUTE	LONG. / LAT.

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

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Cook's will provide, if requested by the customer, additional service trips at: ☒ no charge, ☐ Cook's hourly on-the-job rate _____,

☐ other _____

Rodent Equipment [check appropriate box]

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☒ Customer will purchase initial supply of rodent traps and bait stations and any required replacements. Such equipment will remain the property of the customer.

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

SEE THE REVERSE SIDE OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on the reverse side are incorporated herein by this reference.

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

COOK'S PEST CONTROL, INC.

Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

"The South's Most Trusted Name In Pest Control"

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are 10th net prox. A 1 1/2% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Guarantee can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **ALTERNATE DISPUTE RESOLUTION.** As an inducement to Cook's Pest Control, Inc. (COOK'S) to enter into a Service Agreement with the customer, the parties hereto agree as follows:
 - (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT, OR THE BREACH THEREOF, OR ARISING OUT OF ANY PRIOR OR FUTURE DEALINGS BETWEEN COOK'S AND CUSTOMER SHALL BE SETTLED BY ARBITRATION IN THE STATE OF CUSTOMER'S RESIDENCE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ARBITRATION RULES OF THE AAA") AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. If the transaction is a consumer transaction, the Customer initially shall pay no more than \$150.00 in arbitration costs. Cook's shall pay the remaining costs of arbitration. If the transaction is a commercial transaction, the customer and Cook's shall each pay one-half of the cost of arbitration. However, in both consumer and commercial transactions, the arbitrator(s), as part of his final decree, may reapportion the arbitration costs payable by each party. Each party shall pay its own attorney's fees and costs.
 - (2) The parties anticipate that the resources of COOK'S used by COOK'S to perform the Service Agreement, will come from interstate sources. Therefore, COOK'S and customer acknowledge and agree that the Service Agreement involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USAA." The parties intend that this Service Agreement shall encompass and embody the broadest range of matters that may be arbitrated under federal law. The parties further agree that any question as to the scope of this Service Agreement shall, to the extent permitted by law, be determined by the Arbitrator (including, without limitations, issues of unfairness, capacity, waiver, unconscionability and so forth).
 - (3) Notwithstanding any language in this Service Agreement to the contrary, in the event of a Default in payment by the customer to Cook's, Cook's may seek its remedies in an action at law or in equity, or may otherwise exercise remedies provided by law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Service Agreement, in the event that the other party shall assert a counterclaim or right of setoff in such judicial or non-judicial action.
 - (4) EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.
 - (5) **WAIVER OF TRIAL BY JURY.** If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.
7. **NOTICE – This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.**
8. **Georgia Customers:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

FIRE ANT TERMS AND CONDITIONS

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

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

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

Service Billing

Address: 164 Hickory Road Address: same as service

Holly Springs, GA ZIP 30115 ZIP _____

This Agreement is for the control of :

☒ roaches ☒ ants* ☒ silverfish ☒ mice ☒ rats ☒ fleas** ☒ ticks** ☒ spiders***

☒ other*** (Pests must be specified or itemized.) Follow up treatment in 10-14 days after initial service.

* See reverse side of this agreement for terms and conditions of fire ant service.

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

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

Pests to be controlled in the following areas of the building(s): Interior - bait for ants and cockroaches. Caulk /

cracks and small holes. Crack and crevice treatment. Install pest monitors in high pest traffic areas.

Place insect growth regulators in kitchen areas. Place rodent traps along rodent travel routes.

Exterior - Perimeter band treat, remove spider webs and paper wasp nest.

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

Customer agrees to pay Cook's \$ 90.00 for the initial service and \$ 45.00 per month for the following twelve months for a total charge of \$ 630.00. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: ☒ no charge, ☐ Cook's hourly on-the-job rate _____,

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Rodent Equipment [check appropriate box]

☐ Cook's will provide the initial supply of rodent traps and bait stations. Customer is to be charged for replacing those damaged or lost. Such equipment will remain the property of Cook's.

☒ Customer will purchase initial supply of rodent traps and bait stations and any required replacements. Such equipment will remain the property of the customer.

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

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

COOK'S PEST CONTROL, INC.

Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	TAX	TYPE BLDG.	ROUTE	LONG. / LAT.

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

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CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

"The South's Most Trusted Name In Pest Control"

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are 10th net prox. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Guarantee can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
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7. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.
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FIRE ANT TERMS AND CONDITIONS

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

1. The service is expressly limited to the interior areas of the structure; however, the exterior perimeter may be treated to reduce interior fire ant infestations in the structure. Customer understands and agrees that Cook's does not attempt to control fire ants outside the structure.
2. Cook's makes no guarantee or warranty regarding its fire ant service or its ability to eradicate, control or prevent fire ants from the structure. While Cook's may help reduce the number of fire ants in a structure through treatment, eliminating or eradicating all fire ants in any structure may not be achievable or possible. Furthermore, the time period for reducing fire ants varies according to a number of factors.
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5. Customer, on behalf of all residents, visitors, guests, licensees, individuals, heirs and assigns, expressly releases Cook's from any and all liability, including but not limited to, personal injury, property damage, loss of use or enjoyment, punitive, special or incidental damages related to fire ant treatment or damage and further agrees to hold Cook's harmless and indemnify Cook's for any such injuries or damages for the same.
6. It is understood and agreed between Customer and Cook's that no services performed hereunder shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

Service _____ Billing _____

Address: 164 Hickory Road Address: same as service

Holly Springs, GA ZIP 30115 ZIP _____

This Agreement is for the control of :

☒ roaches ☒ ants* ☒ silverfish ☒ mice ☒ rats ☒ fleas** ☒ ticks** ☒ spiders***

☒ other*** (Pests must be specified or itemized.) Follow up treatment in 10-14 days after initial service.

* See reverse side of this agreement for terms and conditions of fire ant service.

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Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

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Contact Person: Ron Carter

Phone: 770-345-5536

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	TAX	TYPE BLDG.	ROUTE	LONG. / LAT.

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Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

"The South's Most Trusted Name In Pest Control"

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are 10th net prox. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Guarantee can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **ALTERNATE DISPUTE RESOLUTION.** As an inducement to Cook's Pest Control, Inc. (COOK'S) to enter into a Service Agreement with the customer, the parties hereto agree as follows:
 - (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT, OR THE BREACH THEREOF, OR ARISING OUT OF ANY PRIOR OR FUTURE DEALINGS BETWEEN COOK'S AND CUSTOMER SHALL BE SETTLED BY ARBITRATION IN THE STATE OF CUSTOMER'S RESIDENCE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ARBITRATION RULES OF THE AAA") AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. If the transaction is a consumer transaction, the Customer initially shall pay no more than \$150.00 in arbitration costs. Cook's shall pay the remaining costs of arbitration. If the transaction is a commercial transaction, the customer and Cook's shall each pay one-half of the cost of arbitration. However, in both consumer and commercial transactions, the arbitrator(s), as part of his final decree, may reapportion the arbitration costs payable by each party. Each party shall pay its own attorney's fees and costs.
 - (2) The parties anticipate that the resources of COOK'S used by COOK'S to perform the Service Agreement, will come from interstate sources. Therefore, COOK'S and customer acknowledge and agree that the Service Agreement involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USAA." The parties intend that this Service Agreement shall encompass and embody the broadest range of matters that may be arbitrated under federal law. The parties further agree that any question as to the scope of this Service Agreement shall, to the extent permitted by law, be determined by the Arbitrator (including, without limitations, issues of unfairness, capacity, waiver, unconscionability and so forth).
 - (3) Notwithstanding any language in this Service Agreement to the contrary, in the event of a Default in payment by the customer to Cook's, Cook's may seek its remedies in an action at law or in equity, or may otherwise exercise remedies provided by law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Service Agreement, in the event that the other party shall assert a counterclaim or right of setoff in such judicial or non-judicial action.
 - (4) EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.
 - (5) **WAIVER OF TRIAL BY JURY.** If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.
7. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.
8. **Georgia Customers:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

FIRE ANT TERMS AND CONDITIONS

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

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

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

Service _____ Billing _____

Address: 164 Hickory Road Address: same as service

Holly Springs, GA ZIP 30115 ZIP _____

This Agreement is for the control of :

☒ roaches ☒ ants* ☒ silverfish ☒ mice ☒ rats ☒ fleas** ☒ ticks** ☒ spiders***

☒ other*** (Pests must be specified or itemized.) Follow up treatment in 10-14 days after initial service.

* See reverse side of this agreement for terms and conditions of fire ant service.

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

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Pests to be controlled in the following areas of the building(s): Interior - bait for ants and cockroaches. Caulk /

cracks and small holes. Crack and crevice treatment. Install pest monitors in high pest traffic areas.

Place insect growth regulators in kitchen areas. Place rodent traps along rodent travel routes.

Exterior - Perimeter band treat, remove spider webs and paper wasp nest.

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

Customer agrees to pay Cook's \$ 90.00 for the initial service and \$ 45.00 per month for the following twelve months for a total charge of \$ 630.00. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: ☒ no charge, ☐ Cook's hourly on-the-job rate _____,

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Rodent Equipment [check appropriate box]

☐ Cook's will provide the initial supply of rodent traps and bait stations. Customer is to be charged for replacing those damaged or lost. Such equipment will remain the property of Cook's.

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SEE THE REVERSE SIDE OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on the reverse side are incorporated herein by this reference.

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

COOK'S PEST CONTROL, INC.

Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	TAX	TYPE BLDG.	ROUTE	LONG. / LAT.

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Date: 12 / 19 / 18

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☐ other _____

Rodent Equipment [check appropriate box]

☐ Cook's will provide the initial supply of rodent traps and bait stations. Customer is to be charged for replacing those damaged or lost. Such equipment will remain the property of Cook's.

☒ Customer will purchase initial supply of rodent traps and bait stations and any required replacements. Such equipment will remain the property of the customer.

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

SEE THE REVERSE SIDE OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on the reverse side are incorporated herein by this reference.

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

COOK'S PEST CONTROL, INC.

Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

"The South's Most Trusted Name In Pest Control"

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are 10th net prox. A 1 1/2% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Guarantee can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **ALTERNATE DISPUTE RESOLUTION.** As an inducement to Cook's Pest Control, Inc. (COOK'S) to enter into a Service Agreement with the customer, the parties hereto agree as follows:
 - (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT, OR THE BREACH THEREOF, OR ARISING OUT OF ANY PRIOR OR FUTURE DEALINGS BETWEEN COOK'S AND CUSTOMER SHALL BE SETTLED BY ARBITRATION IN THE STATE OF CUSTOMER'S RESIDENCE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ARBITRATION RULES OF THE AAA") AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. If the transaction is a consumer transaction, the Customer initially shall pay no more than \$150.00 in arbitration costs. Cook's shall pay the remaining costs of arbitration. If the transaction is a commercial transaction, the customer and Cook's shall each pay one-half of the cost of arbitration. However, in both consumer and commercial transactions, the arbitrator(s), as part of his final decree, may reapportion the arbitration costs payable by each party. Each party shall pay its own attorney's fees and costs.
 - (2) The parties anticipate that the resources of COOK'S used by COOK'S to perform the Service Agreement, will come from interstate sources. Therefore, COOK'S and customer acknowledge and agree that the Service Agreement involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USAA." The parties intend that this Service Agreement shall encompass and embody the broadest range of matters that may be arbitrated under federal law. The parties further agree that any question as to the scope of this Service Agreement shall, to the extent permitted by law, be determined by the Arbitrator (including, without limitations, issues of unfairness, capacity, waiver, unconscionability and so forth).
 - (3) Notwithstanding any language in this Service Agreement to the contrary, in the event of a Default in payment by the customer to Cook's, Cook's may seek its remedies in an action at law or in equity, or may otherwise exercise remedies provided by law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Service Agreement, in the event that the other party shall assert a counterclaim or right of setoff in such judicial or non-judicial action.
 - (4) EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.
 - (5) **WAIVER OF TRIAL BY JURY.** If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.
7. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.
8. **Georgia Customers:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

FIRE ANT TERMS AND CONDITIONS

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

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

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

Service Billing

Address: 164 Hickory Road Address: same as service

Holly Springs, GA ZIP 30115 ZIP _____

This Agreement is for the control of :

☒ roaches ☒ ants* ☒ silverfish ☒ mice ☒ rats ☒ fleas** ☒ ticks** ☒ spiders***

☒ other*** (Pests must be specified or itemized.) Follow up treatment in 10-14 days after initial service.

* See reverse side of this agreement for terms and conditions of fire ant service.

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

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

Pests to be controlled in the following areas of the building(s): Interior - bait for ants and cockroaches. Caulk /

cracks and small holes. Crack and crevice treatment. Install pest monitors in high pest traffic areas.

Place insect growth regulators in kitchen areas. Place rodent traps along rodent travel routes.

Exterior - Perimeter band treat, remove spider webs and paper wasp nest.

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

Customer agrees to pay Cook's \$ 90.00 for the initial service and \$ 45.00 per month for the following twelve months for a total charge of \$ 630.00. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

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Rodent Equipment [check appropriate box]

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

COOK'S PEST CONTROL, INC.

Representative: Kelvin E. Baker SP16738

Address: 777 South Marietta Parkway

Marietta, GA 30060

Phone: 770-424-8888 o, 470-528-9406 c

CUSTOMER'S APPROVAL

Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	TAX	TYPE BLDG.	ROUTE	LONG. / LAT.

COMMERCIAL SERVICE AGREEMENT



Date: 12 / 19 / 18

AGREEMENT WITH: City of Holly Springs - Train Depot/Com. Center E-mail: rcarter@hollyspringsga.us

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Signature: _____

Title: _____

Begin Service: ☒ As soon as possible

☐ Other _____

Contact Person: Ron Carter

Phone: 770-345-5536

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TERMS AND CONDITIONS

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 - (5) **WAIVER OF TRIAL BY JURY.** If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.
7. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.
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FIRE ANT TERMS AND CONDITIONS

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

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

City of Holly Springs
City Council Work Session Meeting Minutes
May 6, 2019

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Community Development Director Nancy Moon, Chief Michael Carswell, Information Technology Manager Ron Carter, Officer Marquavius Brownlee, and Assistant City Clerk Donna Sanders.

Mayor Miller called the Work Session to order.

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

Public Comments

Cherokee County resident Nat Agrippina with Tridium Associates, LLC expressed concerns regarding his property located at 95 Palm Street. Mr. Agrippina said the Barrett Store is the oldest commercial building in Holly Springs and asked Council to preserve the building.

Councilmember Phillips moved to enter into Executive Session for purposes of real estate and litigation. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to return from Executive Session. Councilmember Barnett seconded the motion. Motion carried.

No action taken.

No reports to discuss.

Councilmember Phillips moved to adjourn. Councilmember Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs
Special Called City Council Meeting Minutes
May 6, 2019

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

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Community Development Director Nancy Moon, Chief Michael Carswell, Information Technology Manager Ron Carter, Officer Marquavius Brownlee, and Assistant City Clerk Donna Sanders.

Mayor Miller called the Special Called City Council meeting to order.

Councilmember Zenchuk moved to approve the Declaration of Taking to acquire the right of way, easements and access rights for Parcel No. 1 of Project No. Hickory Road at Palm Street Intersection Improvements Project. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve the request from Baldwin Paving Company, Inc. for a traffic signal modification change order for the Holly Springs Parkway Widening Project Phase 1, in an amount not to exceed \$12,741.94. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the request from Baldwin Paving Company, Inc. for an extension of time to complete the Holly Springs Parkway Widening Project Phase 1 until May 24, 2019. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Smith moved to approve a resolution appointing special counsel to represent the City and authorize said counsel to employ expert witnesses to assist in the preparation and presentation of the City's cases; repeal inconsistent provisions; and for other purposes. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to adjourn. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs
City Council Work Session Meeting Minutes
May 20, 2019

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

Staff Present: Assistant City Attorney S. Jeffrey Rusbridge, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, Information Technology Manager Ron Carter, and Stormwater Coordinator Josh Rogers.

Mayor Miller called the Work Session to order.

Public Comments:

Cherokee County resident, Curtis Barnhart spoke regarding the annexation and rezoning on Old Magnolia Way, A-06-2019 and MA-06-2019. Mr. Barnhart said he spoke with the developer about the changes he made to the development plans.

Holly Springs resident, Kelly Hooper, spoke in favor of the rezoning on Holly Springs Parkway, MA-09-2018.

Holly Springs resident, Jeff Hooper, spoke in favor of the rezoning on Holly Springs Parkway, MA-09-2018.

Councilmember Zenchuk moved to adjourn. Councilmember Phillips seconded the motion. Motion carried 5-0.

Meeting adjourned.

City of Holly Springs
Council Meeting Minutes
May 20, 2019

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

Staff Present: Assistant City Attorney S. Jeffrey Rusbridge, City Manager Robert H. Logan, City Clerk Karen Norred, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, Information Technology Manager Ron Carter, and Stormwater Coordinator Josh Rogers.

Mayor Miller called the City Council meeting to order.

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

Special Presentation

Chief Prather presented the Cherokee County Fire & Emergency Services Annual Report.

Consent Agenda:

1. April 8, 2019 Council Meeting Minutes.
2. April 15, 2019 Council Meeting Minutes.
3. Award the Hickory Road and Palm Street Intersection Improvement Project to Georgia Development Partners, Project Number: RFB #2019-01, in an amount not to exceed \$3,224,316.03, and to authorize the Mayor to execute the construction contract documents.
4. Award the 2019 LMIG & Asphalt Resurfacing Project to Northwest Georgia Paving, Inc., Project Number: RFB #2019-02, in an amount not to exceed \$1,474,239, and to authorize the Mayor to execute the construction contract documents.
5. Special Event Permit application for Harmony on the Lakes for July 4, 2019.
6. Estimate #20998 from Blackjack Paving, Sealcoating & Striping, LLC to remove 16 rumble strips from New Light Road, in an amount not to exceed \$3,000.

Councilmember Whitaker moved to approve the Consent Agenda for May 20, 2019. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Unfinished Business

Councilmember Smith moved to approve MA-09-2018, request to rezone 18 +/- acres located off of Holly Springs Parkway, Holly Springs, GA, tax parcels 069, 070, 071, 071A, 071B, 071C, 072, 075 of tax plat 15N15 from GC, MXD, General Commercial with Mixed Use Overlay to GC, MXD, General Commercial with Mixed Use Overlay, with staff stipulations. Motion failed due to lack of a second motion. Councilmember Zenchuk moved to deny MA-09-2018. Councilmember Barnett seconded the motion. Councilmember Zenchuk withdrew his motion to deny MA-09-2018 and moved to table MA-09-2018, until the next called meeting of the City Council. Councilmember Whitaker seconded the motion. Motion carried 4-1. Councilmember Smith opposed.

New Business

Councilmember Zenchuk moved to approve the Professional Services Agreement Addendum No. 8 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the Professional Services Agreement Addendum No. 9 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve the Professional Services Agreement Addendum No. 10 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Whitaker moved to approve the Commitment Letter among South State Bank, the Holly Springs Downtown Development Authority and the City of Holly Springs, GA., for financing of the Town Center Project infrastructure, and to authorize the City Manager to execute the documents. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve the proposal from Clementine Creative for Branding and Marketing for the Town Center Project. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve the proposal from Cobblestone Retail Group for Retail Leasing and Pre-Leasing Consultation of the Town Center Project. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the Judicial Alternatives of Georgia Probation Case Management System Agreement by and between Judicial Alternatives of Georgia, Inc. ("JAG"), and the City of Holly Springs Probation Department. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve the Professional Services Agreement Amendment Number 02 between Tunnell-Spangler & Associates, Inc., d/b/a TSW and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve the Second Amendment of Workforce Innovation and Opportunity Act Contract, by and between the City of Holly Springs, Georgia and the Atlanta Regional Commission, ARC Contract Number WD1814.2. Councilmember Barnett seconded the motion. Motion carried 5-0.

Councilmember Whitaker moved to approve A-03-2019, request to annex 18.17 +/- acres located off Old Magnolia Way and Holly Drive, Cherokee County, GA, tax parcels 128 (partial) & 132 of tax plat 15N14D. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve MA-03-2019, request to rezone 23.91 +/- acres located off of Old Magnolia Way and Holly Drive, Holly Springs, GA, tax parcels 128 & 132 of tax plat 15N14D, from R-40, Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City), with staff stipulations. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve A-06-2019, request to annex 0.37 +/- acres located off Old Magnolia Way, Cherokee County, GA, tax parcel 129 (partial) of tax plat 15N14D. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to approve MA-06-2019, request to rezone 0.76 +/- acres located off of Old Magnolia Way, Holly Springs, GA, tax parcel 129 (partial) of tax plat 15N14D, from RD-20 (City), Single Family and Duplex and R-40 (County), Single Family Residential Estate to TND, Traditional Neighborhood Development, with staff stipulations. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the amendment to Attachment B (Fee Schedule) of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Holly Springs, Georgia. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Barnett moved to approve the Development Regulations Flood Plain Management/Flood Damage Prevention Ordinance. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve a resolution to amend the Municipal Services Master Fee Schedule for Violation of the Floodplain Management/Flood Damage Prevention Ordinance. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Zenchuk moved to approve the Preferred Maintenance Agreement with R&D Mechanical Services, Inc. for the heating and air conditioning equipment, in an amount not to exceed \$2,816. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Whitaker moved to table the proposal from EarthCam.net, The Webcam Technology Experts, Proposal Number PN050819429705, in an amount not to exceed \$9,095 for the first year and \$5,100 for subsequent years. Councilmember Phillips seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to enter into Executive Session for the purpose of real estate. Councilmember Zenchuk seconded the motion. Motion carried 5-0.

Councilmember Phillips moved to return from Executive Session. Councilmember Whitaker seconded the motion. Motion carried 5-0.

Reports

City Manager Robert H. Logan announced the April financial reports are in the packet.

Councilmember Phillips moved to adjourn. Councilmember Barnett seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

DRAFT

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

1.0+/- acres, identified as parcel 133 of tax plat 15N14D of the 15th District of Cherokee County, located off of Old Magnolia Way and more particularly identified by “Exhibit A,” the tax plat identifying the subject tracts (attached).

Section 2

Upon annexation, this tract shall be zoned R-40, Single Family Residential Estate.

Section 3

This ordinance shall become effective on the 1st day of July, 2019.

Section 4

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 3 above.

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

Approved this 17th day of June, 2019, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 1.0+/- acre, identified as tax parcel 133 of tax plat 15N14D, Land Lot 414 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate to RD-20, Single Family and Duplex; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Paul E. Bailey, requesting rezoning in the City of Holly Springs, Georgia, concerning 1.0+/- acre, identified as tax parcel 133 of tax plat 15N14D, Land Lot 414 of the 15th District of Cherokee County, from R-40, Single Family Residential Estate to RD-20, Single Family and Duplex; 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 1.0+/- acre, identified as tax parcel 133 of tax plat 15N14D, Land Lot 414 of the 15th District of Cherokee County, is hereby rezoned from R-40, Single Family Residential Estate to RD-20, Single Family and Duplex; and

Section 2

This ordinance shall become effective July 1, 2019, upon approval by Mayor and City Council.

Section 3

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

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

Adopted this 17th day of June, 2019, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, BUILDING AND BUILDING REGULATIONS, CHAPTER 18 OF THE HOLLY SPRINGS MUNICIPAL CODE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Chapter 18, Building and Building Regulations, Article IV, Administration and Enforcement of State Minimum Standard Codes, Section 18-53, Scope of the City of Holly Springs Municipal Code, be deleted in its entirety and replaced with the following:

Sec. 18-53. - Scope.

(a) *Applicability:*

- (1) *Generally.* Where, in any specific case, different sections of these construction codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (2) *Building.* The provisions of the International Building Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures, except in one- and two-family dwellings.
- (3) *Electrical.* The provisions of the National Electrical Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.
- (4) *Gas.* The provisions of the International Fuel Gas Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of consumer's gas piping, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories, except in one- and two-family dwellings.
- (5) *Mechanical.* The provisions of the International Mechanical Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of mechanical systems, including alterations, repairs, replacement,

equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy related systems, except in one- and two-family dwellings.

- (6) *Plumbing.* The provisions of the International Plumbing Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances, and when connected to a water or sewerage system.
 - (7) *Fire prevention.* The provisions of the International Fire Prevention Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alterations, repairs, equipment, use and occupancy, location, maintenance, of every building or structure or any appurtenances connected or attached to such buildings or structures.
 - (8) *Energy.* The provisions of the International Energy Conservation Code, as adopted and amended by the Georgia Department of Community Affairs, shall regulate the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water heating and illumination systems and equipment that will enable the effective use of energy in new building construction.
 - (9) *One and Two Family Dwelling.* The provisions of the International Residential Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, of every one- or two-family dwellings or any appurtenances connected or attached to such buildings or structures.
 - (10) *The International Swimming Pool and Spa Code.* The provisions of this code as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, and all regulations pertaining to a pool or spa and including a barrier surrounding the pool or spa. The barrier shall be 5 feet high and meet all other regulations of a barrier as provided for in the International Swimming Pool and Spa Code.
- (b) *Federal and state authority.* The provisions of the construction code shall not be held to deprive any federal or state agency, or any applicable governing authority having jurisdiction, of any power or authority which it had on the effective date of the adoption of the construction codes or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.
 - (c) *Appendices.* Appendices referenced in the text of the construction codes shall be considered an integral part of the construction codes.

- (d) *Referenced standards.* Standards referenced in the text of the construction codes shall be considered an integral part of the construction codes. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where construction code provisions conflict with a standard, the construction code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.
- (e) *Maintenance.* All buildings, structures, electrical, gas, mechanical and plumbing systems, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards, which are required by the construction codes when constructed, altered, or repaired, shall be maintained in good working order. The owner, or his/her designated agent, shall be responsible for the maintenance of buildings, structures, electrical, gas, mechanical and plumbing systems.

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 3. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 17th day of June, 2019.

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Steven W. Miller, Mayor

Karen Norred, City Clerk
Seal:



2019-2020 Classic Main Street MOU

2019-2020 Classic Main Street MOU

5/1/2019

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and a copy of the original document should be uploaded to your community's shared DCA Dropbox folder by July 1, 2019.



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2019 -2020 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Holly Springs, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2019-2020. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 8 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. By December 31, 2020, all Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA's online testing system. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline will result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events.

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- C. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must complete Main Street 101 through DCA's online testing system by December 31, 2020.
5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2020.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2019-2020 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

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MEMORANDUM OF UNDERSTANDING: 2019-2020 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Holly Springs


Robert H. Logan (May 6, 2019)

Authorized City Representative (ACR) Signature

Robert H. Logan

ACR Name

05/06/2019

Date

City Manager

ACR Title

MAIN STREET BOARD OF DIRECTORS

President/Board Chairperson's Signature

Ollie Evans

Printed Name

Date

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Erin Honea

Printed Name

Date

Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM


Jessica Reynolds (May 6, 2019)

ODD Director's Signature

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

05/06/2019

Date

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Georgia Department of Community Affairs ("**Coordinating Program**") and _____ ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2019, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks

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licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Jessica Reynolds
Address: 60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404.679.4859
Email: Jessica.Reynolds@dca.ga.gov

To Sublicensee:

Name: _____
Address: _____

Phone: _____
Email: _____

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

By: _____

Date: _____

Sublicensee

By: _____

Date: _____

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- 1. Job Title: Stormwater Coordinator/GIS Technician**
- 2. Department: Community Development** **Division: Stormwater**
- 3. FLSA Classification: Non-exempt** **Pay Grade: 17**

B. INTRODUCTORY STATEMENT

This position is responsible for the management of the city's stormwater system to ensure compliance with state and federal regulations. This position is also responsible for performing technical work associated with the operation and routine maintenance of the geographical information system (GIS). Work at this level places an emphasis on production of maps, graphics, and presentation materials, as well as the routine maintenance and upkeep of related database files.

C. ESSENTIAL JOB FUNCTIONS

1. Manage inspections of stormwater system structural components.
2. Manage inspections of all new and post-construction infrastructure in the city; tests water quality and records results.
3. Performs Global Positioning System (GPS) data collection and field mapping.
4. Performs geographic information system (GIS) mapping functions.
5. Compiles data and completes forms and reports as required by state and federal regulations; maintains electronic and hard copy records.
6. Maintains stormwater structure and components.
7. Researches and investigates citizen complaints and inquiries.
8. Assists with developing, coordinating and presenting stormwater-related educational materials and programs to citizens and school groups.
9. Supervises the management of the city's stormwater permit.
10. Prepares annual billing for stormwater utility fees.
11. Maintains geographic information system (GIS) zoning maps.

12. Prepares maps for city departments as needed.
13. Produces, maintains, and updates city maps, graphics, and presentation materials: generates maps and materials using GIS system; customizes data to reflect specific information of interest to the parties requesting the materials; prioritizes projects in order to meet deadlines; produces routine documents for sale or distribution to city departments, including street atlases and other city maps.
14. Maintains a clearinghouse of data pertaining to city infrastructure, streets, public facilities, subdivision plans, municipal boundaries, and other community resources: updates databases and indexes data for reference; categorizes and integrates data with GIS systems; interpolates annexations, subdivisions, highway projects and street locations into the GIS database; assures accuracy and interrelationship of all system information and data for preparation of reports and/or mapping projects.
15. Digitizes, scans, or otherwise converts maps, plats, plans, surveys, and similar paper documents into electronic format: maintains electronic files and storage of records; distributes records as appropriate.
16. Performs tasks associated with routine operation and application of the GIS: assists with design/development of spatial/tabular databases and topological editing; enters, edits, researches, and updates information in various databases; and performs routine analysis in response to various user needs.
17. Operates GPS equipment to collect and catalog data on city resources and infrastructure: identifies and locates various data points in the field; utilizes equipment to obtain geographic reference points; keeps logs and records of data points collected; downloads data from GPS equipment and attributes records with various resource lists.
18. Provides information and assistance to the public, other city offices, or other individuals regarding geographic data requests, GIS operations, or related issues; provides copies of maps and other documentation; assists with the interpretation of maps or other GIS information; and provides information, researches complaints/problems, and initiates problem resolution.
19. Researches various records and resources as needed; researches deeds, tax maps, zoning maps, or other records to determine property ownership, location, or boundaries; researches problems involving deeds, maps, addresses, or other issues.
20. Prepares, completes, and/or receives various forms, reports, correspondence, technical reports, plats, deeds, graphs, presentations, database records, technical manuals, maps, master street files, policies, procedures, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.
21. Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, database, mapping, geographical information system (GIS), or other computer programs.

22. Operates a variety of specialized/general equipment and tools, which may include a GPS unit, plotter, printer, measuring instruments, or drafting instruments.
23. Communicates with supervisor, employees, other departments, customers, surveyors, realtors, title searchers, attorneys, post offices, state/federal agencies, the public, outside agencies, and other individuals as needed to coordinate work activities, reviews status of work, exchanges information, or resolves problems.
24. Attends meetings as needed.
25. Maintains a comprehensive, current knowledge of applicable laws/regulations; maintains an awareness of new technologies, methods, trends and advances in the profession; reads professional literature; maintains professional affiliations; attends workshops and training sessions as appropriate.
26. Performs general/clerical tasks, which may include answering telephone calls, typing documents, making copies, sending/receiving faxes, filing documentation, or running errands.
27. Provides assistance to other employees or departments as needed.
28. Performs other related duties as required.

D. JOB FACTOR SPECIFICATIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of stormwater maintenance principles and practices.
2. Knowledge of state and federal environmental regulations related to stormwater management.
3. Knowledge of GPS and GIS data management principles.
4. Knowledge of computers and job-related software programs.
5. Skill in reading blueprints and schematic drawings.
6. Skill in prioritizing and planning.
7. Skill in the analysis of data and the preparation of reports.
8. Skill in interpersonal relations.

9. Skill in oral and written communication.
 10. Knowledge of global navigation satellite systems for geospatial data collection and asset management.
 11. Skill in operating GIS applications, databases, and digital mapping and graphics software.
 12. Skill in calculation and/or tabulation data. Includes performing subsequent actions in relation to these computational operations.
 13. Skill to exchange information for clarifying details within well-established policies, procedures and standards.
 14. Skill in utilizing a wide variety of reference, descriptive, advisory and/or design data and information.
 15. Skill in addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.
 16. Skill to carry out instructions furnished in written, oral, or diagrammatic form. Involves semi-routine standardized work with some latitude for independent judgment concerning choices of action.
 17. Skill to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.
2. Responsibility
- a. This position has functional supervision over assigned personnel.
3. Personal Work Relationships
- a. Contacts are typically with coworkers, engineers, land developers, erosion control professionals, vendors, business owners, and the general public.
 - b. Contacts are typically to exchange information, motivate persons, resolve problems, and provide services.
4. Physical Effort and Work Environment
- a. The work is typically performed in an office while intermittently sitting, standing, stooping, walking, bending or crouching and outdoors, occasionally in cold or inclement weather. The employee occasionally lifts light and heavy objects, distinguishes between shades of color, and utilizes the sense of smell. The

employee is exposed to noise, dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

- b. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.
- c. Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, wetness, humidity, rain, or traffic hazards.

5. Guidelines

- a. Guidelines include the city's zoning ordinance and development regulations, the Georgia Stormwater Manual, the Manual of Erosion and Sediment Control, and the Manual for Illicit Discharge Detection and Elimination. These guidelines are generally clear and specific but may require some interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of related technical duties. Strict regulations contribute to the complexity of the position.
- b. The purpose of this position is to ensure compliance with the city's stormwater permit. Successful performance contributes to the provision of an efficient, effective, and regulatory compliant stormwater system.
- c. The position consists of related duties in the efficient and effective operation of the City's Geographic Information Systems.
- d. This position is responsible for ensuring that GIS data is current so that departments are able to make informed decisions.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- b. Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- c. Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- d. Possession of or ability to readily obtain the appropriate state certification for the type of inspection(s) conducted.

8. Supervisory Controls

- a. The Community Development Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Stormwater Coordinator/GIS Technician with the City of Holly Springs.

Employee (print)

Employee (signature)

Date

Department Head (print)

Department Head (signature)

Date

City Manager (print)

City Manager (signature)

Date

CITY OF HOLLY SPRINGS

JOB DESCRIPTION

A. IDENTIFICATION INFORMATION

- 1. Job Title: Main Street Director/Assistant City Clerk**
- 2. Department: Administration** **Division: N/A**
- 3. FLSA Classification: Non-exempt** **Pay Grade: 21**

B. INTRODUCTORY STATEMENT

This position is responsible for directing the city's Main Street program and for assisting in managing the day-to-day operations of the City Clerk's Office and for managing the maintenance of official city records.

C. ESSENTIAL JOB FUNCTIONS

1. Coordinates the operations and activities of the Main Street program; coordinates monthly board meetings; develops a variety of reports; works with local businesses to develop plans and programs to strengthen downtown businesses.
2. Prepares and distributes a quarterly newsletter; solicits sponsorships; writes and approves articles and illustrations.
3. Plans and coordinates special city events; solicits sponsorships; recruits and assigns volunteers; manages assigned budget; implements publicity campaigns.
4. Updates the city website; updates event pages; adds minutes and agendas from city boards.
5. Answers telephone and greets visitors; provides information and assistance.
6. Develops city promotional materials; designs flyers, banners, and branding for special events.
7. Monitors and updates the city's social media accounts.
8. Photographs city events.
9. Prepares, reviews, verifies, and distributes agendas and information packets for each City Council and various other boards and commissions meetings.

10. Prepares and attends each City Council and various other boards and commissions meetings to record and transcribe minutes.
11. Coordinates the city's records management program; processes documents for shredding; maintains lists of all destroyed documents.
12. Manages open records requests.
13. Completes applications for federal and state grants; administers grants.
14. Performs related duties.

D. ESSENTIAL JOB FUNCTIONS

1. Job Requirements

a. Knowledge, Skill, and Ability

1. Knowledge of local governmental principles and practices.
2. Knowledge of computers and job-related software programs.
3. Knowledge of grant management principles.
4. Knowledge of program and project management principles.
5. Knowledge of budget management principles.
6. Skill in preparing clear and precise reports.
7. Skill in coordinating special events.
8. Skill in marketing and public relations.
9. Skill in problem solving.
10. Skill in prioritizing and planning.
11. Skill in interpersonal relations.
12. Skill in oral and written communication.

2. Responsibility

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

3. Personal Work Relationships

- a. Contacts are typically with coworkers, other city employees, business owners, volunteers, and members of the general public.
- b. Contacts are typically to exchange information, resolve problems, motivate persons, and provide services.

4. Physical Effort and Work Environment

- a. The work is typically performed sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee occasionally lifts light and heavy objects and distinguishes between shades of color.
- b. The work is typically performed in an office and outdoors, occasionally in cold or inclement weather.

5. Guidelines

- a. Guidelines include Main Street program guidelines, grant requirements, and city and department policies and procedures and City Code, official city business, state records retention schedules, and city policies and procedures. These guidelines require judgment, selection, and interpretation in application.

6. Complexity and Scope of Work

- a. The work consists of varied program management duties. The unique needs of each business contribute to the complexity of the position.
- b. The purpose of this position is to direct the activities of the Main Street program. Success in this position contributes to the positive growth and development of the city and to assist in managing the operations of the City Clerk's Office. Successful performance contributes to the efficiency, effectiveness and propriety of a variety of city functions and operations.

7. Minimum Qualifications

- a. Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- b. Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for two or more years.
- c. Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.

8. Supervisory Controls

- a. The City Clerk/Human Resources Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the results.

E. APPROVAL SIGNATURES

I have read and understand the attached job description for the position of Main Street Director/Assistant City Clerk with the City of Holly Springs.

Employee (print)

Employee (signature) Date

Department Head (print)

Department Head (signature) Date

City Manager (print)

City Manager (signature) Date

ESTIMATE

City of Holly Springs c/o Ron Carter

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

(770) 345-5536
(770) 721-7505

Sherlock Roofing, LLC

4163 Brownsville Road
Powder Springs, GA 30127

Phone: (770) 767-9181

Email: sales@sherlockroofer.com

Web: www.sherlockroofer.com

Estimate # 006611
Date 05/28/2019

Description

Total

Clay tile repair	\$3,488.21
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Scope of Work:

- Full inspection of clay tile shingles and hip and ridge.
- There are numerous tile that are broken or missing that will be properly replaced (owner has matching clay tile).
- Upon inspection, loose tile will be tightened or replaced.
- Cracked hip and ridge will be replaced.
- Any flashings or penetrations will be resealed.
- Complete inspection and repair as needed to provide a full 3 year warranty on entire roof.

Total - \$3,488.21

Payment due upon completion of job.

Subtotal	\$3,488.21
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Total	\$3,488.21
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City of Holly Springs c/o Ron Carter



FINANCIAL HIGHLIGHTS
May 31, 2019



Budget Summary
42% of year lapsed

	Unaudited		Unaudited	
	2018 Year End Actual	2019 Annual Amended Budget	2019 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	9,150,990	8,250,000	1,996,972	24.21%
Operating Grant Fund	152,910	228,500	69,338	30.34%
Parks & Recreation Fund	368,663	683,500	150,903	22.08%
Hotel/Motel Tax Fund	5,803	6,000	1,880	31.34%
SPLOST III Fund	27,270	200,000	9,164	4.58%
SPLOST IV Fund	1,555,593	125,000	8,464	6.77%
SPLOST V Fund	1,154,273	7,405,000	1,053,554	14.23%
Town Center Fund	521	625,000	53	0.01%
Debt Service Fund	358,736	358,736	-	0.00%
Stormwater Utility Fund	357,194	335,000	24,460	7.30%
TOTAL REVENUES - ALL FUNDS	\$ 13,131,953	\$ 18,216,736	\$ 3,314,788	18.20%
EXPENDITURES/EXPENSES BY FUND				
General Fund	7,000,815	8,250,000	4,076,053	49.41%
Operating Grant Fund	155,392	228,500	78,177	34.21%
Parks & Recreation Fund	473,110	683,500	105,476	15.43%
Hotel/Motel Tax Fund	5,488	6,000	4,040	67.33%
SPLOST III Fund	-	200,000	-	0.00%
SPLOST IV Fund	1,038,969	125,000	-	0.00%
SPLOST V Fund	2,165,085	7,405,000	1,798,181	24.28%
Town Center Fund	492,037	625,000	305,626	100.00%
Debt Service Fund	358,736	358,736	-	0.00%
Stormwater Utility Fund	187,620	335,000	166,009	49.55%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 11,877,252	\$ 18,216,736	\$ 6,533,561	35.87%



**Comparison to Prior Year
42% of year lapsed**

	5/31/18 Actual	2018 Annual Budget	% of Annual Budget	5/31/19 Actual	2019 Annual Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	2,263,321	6,800,000	33.28%	1,996,972	8,250,000	24.21%
Operating Grant Fund	46,895	225,000	20.84%	69,338	228,500	30.34%
Parks & Recreation Fund	147,148	476,000	30.91%	150,903	683,500	22.08%
Hotel/Motel Tax Fund	2,440	6,500	37.54%	1,880	6,000	31.34%
SPLOST III Fund	26,967	200,000	13.48%	9,164	200,000	4.58%
SPLOST IV Fund	725,897	1,945,000	37.32%	8,464	125,000	6.77%
SPLOST V Fund	52	1,000,000	0.00%	1,053,554	7,405,000	14.23%
Town Center Fund	238	514,989	0.05%	53	625,000	0.01%
Debt Service Fund	-	358,736	0.00%	-	358,736	0.00%
Stormwater Utility Fund	19,776	325,000	6.08%	24,460	335,000	7.30%
TOTAL REVENUES - ALL FUNDS	\$ 3,232,732	\$ 11,851,225	27.97%	\$ 3,314,788	\$ 18,216,736	18.20%

EXPENDITURES/EXPENSES BY FUND

General Fund	3,853,841	6,800,000	56.67%	4,076,053	8,250,000	49.41%
Operating Grant Fund	77,868	225,000	34.61%	78,177	228,500	34.21%
Parks & Recreation Fund	48,734	476,000	10.24%	105,476	683,500	15.43%
Hotel/Motel Tax Fund	3,564	6,500	54.83%	4,040	6,000	67.33%
SPLOST III Fund	-	200,000	0.00%	-	200,000	0.00%
SPLOST IV Fund	638,116	1,945,000	32.81%	-	125,000	0.00%
SPLOST V Fund	559,473	1,000,000	0.00%	1,798,181	7,405,000	24.28%
Town Center Fund	105,165	514,989	20.42%	305,626	625,000	48.90%
Debt Service Fund	-	358,736	0.00%	-	358,736	0.00%
Stormwater Utility Fund	73,805	325,000	22.71%	166,009	335,000	49.55%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 5,360,565	\$ 11,851,225	55.13%	\$ 6,533,561	\$ 18,216,736	35.87%

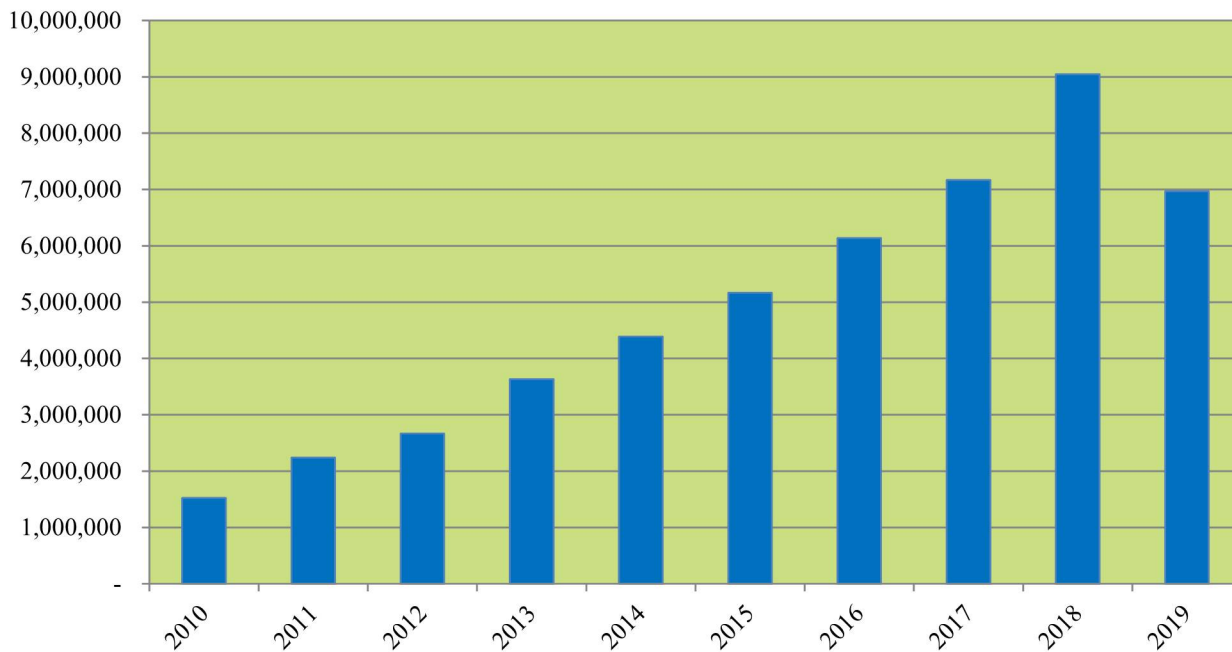


**Changes in Fund Balance/Net Position
As of May 31, 2019**

	Audited			Unaudited	
Fund	Balance as of 1/1/2019	Revenues	Expenditures/ Expenses	Balance as of 5/31/19	Net Increase/ (Decrease)
General Fund	9,049,617	1,996,972	4,076,053	6,970,536	(2,079,081)
Operating Grant Fund	34,567	69,338	78,177	25,728	(8,839)
Parks & Recreation Fund	244,237	150,903	105,476	289,664	45,427
Hotel/ Motel Tax Fund	9,518	1,880	4,040	7,358	(2,160)
SPLOST III Fund	258,683	9,164	-	267,847	9,164
SPLOST IV Fund	(22,341)	8,464	-	(13,877)	8,464
SPLOST V Fund	(1,010,812)	1,053,554	1,798,181	(1,755,438)	(744,626)
Town Center Fund	23,473	53	305,626	(282,100)	(305,573)
Debt Service Fund	-	-	-	-	-
Stormwater Utility Fund	3,672,025	24,460	166,009	3,530,476	(141,549)
	\$ 12,258,967	\$ 3,314,788	\$ 6,533,561	\$ 9,040,194	\$ (3,218,773)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

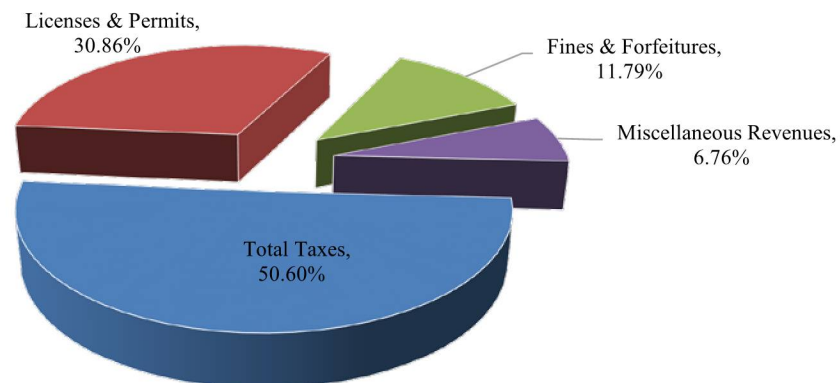




Budget Comparison Report - General Fund
42% of year lapsed

REVENUES	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Property Taxes	9,499	3,650,000	158,340	4.34%
Motor Vehicle Taxes	3,152	15,000	12,756	85.04%
Motor Vehicle Title Ad Valorem Tax	42,001	300,000	175,824	58.61%
Mobile Home Tax	-	750	44	5.82%
Recording Intangible Taxes	6,358	55,000	32,188	58.52%
Penalties & Interest	908	7,500	4,498	59.98%
Fifa Fees	225	2,500	720	28.80%
Franchise Tax	-	385,000	410,498	106.62%
Railroad Equipment Car Tax	-	600	-	0.00%
Real Estate Transfer Tax	1,940	12,500	6,899	55.19%
Business & Occupation Tax	1,813	120,000	49,929	41.61%
Financial Institutions Tax	-	14,000	3,569	25.49%
Insurance Premium Tax	-	665,000	-	0.00%
Total Taxes	65,895	5,727,850	1,010,447	17.64%
Licenses & Permits	117,501	1,383,325	616,236	44.55%
Fines & Forfeitures	70,223	409,150	235,378	57.53%
Miscellaneous Revenues	3,642	678,925	72,794	10.72%
Interest Income	14,374	20,000	34,055	170.27%
Proceeds from the Sale of Conf Assets	-	750	-	0.00%
Proceeds from the Sale of Assets	4,562	10,000	4,562	45.62%
Donation from Private Sources	-	20,000	23,500	117.50%
TOTAL GENERAL FUND REVENUES	\$ 276,197	\$ 8,250,000	\$ 1,996,972	24.21%

Revenues by Source

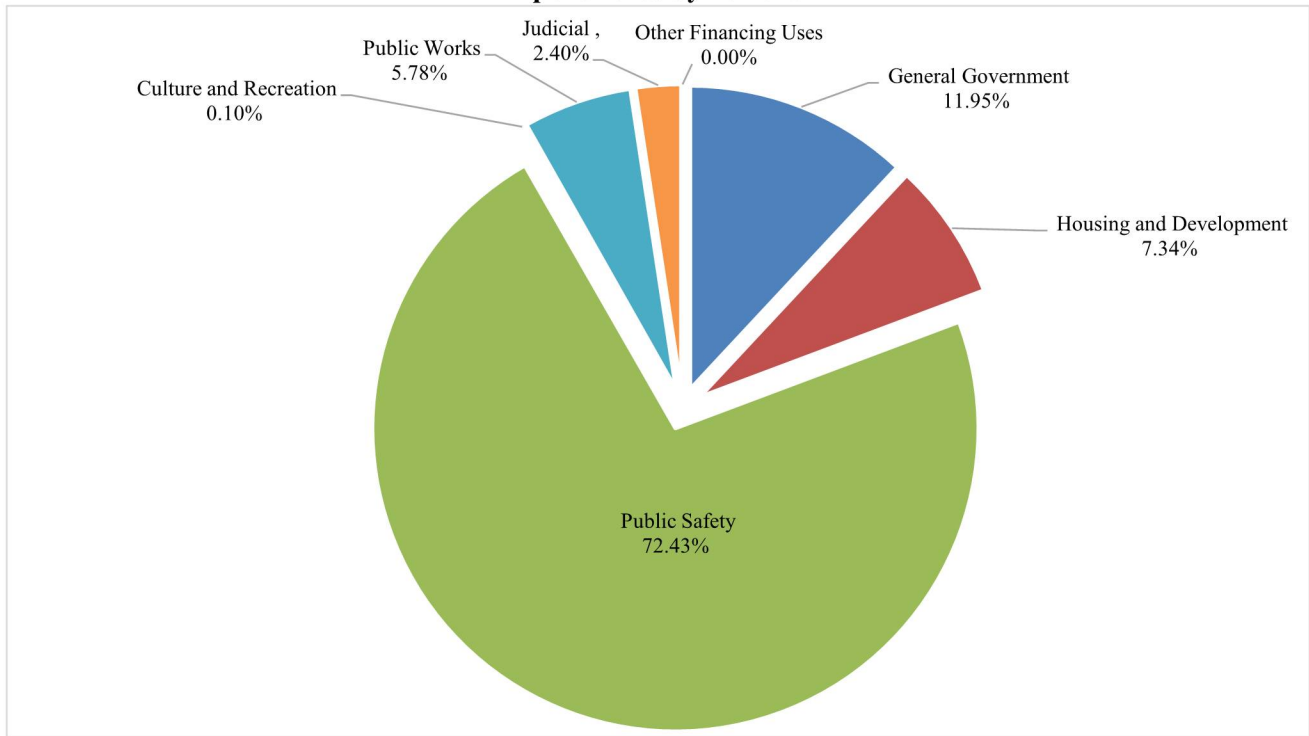




Budget Comparison Report - General Fund
42% of year lapsed

EXPENDITURES	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
General Government	177,521	1,170,697	486,985	41.60%
Housing and Development	49,709	826,884	299,124	36.17%
Public Safety	226,302	4,902,887	2,952,225	60.21%
Culture and Recreation	-	4,000	4,000	100.00%
Public Works	46,124	595,476	235,694	39.58%
Judicial	23,618	250,056	98,026	39.20%
Other Financing Uses	-	500,000	-	0.00%
TOTAL GENERAL FUND EXPENDITURES	\$ 523,274	\$ 8,250,000	\$ 4,076,053	49.41%

Expenditures by Function





Budget Comparison Report - All Funds
42% of year lapsed

	Audited		Unaudited	
	2018 Year End Actuals	2019 Annual Budget	Year to Date	% 2019 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	9,150,990	8,250,000	1,996,972	24.21%
Expenditures:	7,000,815	8,250,000	4,076,053	49.41%
Excess Revenues over (under) Expenditures	2,150,175	-	(2,079,081)	
<u>OPERATING GRANT FUND</u>				
Revenues:	152,910	228,500	69,338	30.34%
Expenditures:	155,392	228,500	78,177	34.21%
Excess Revenues over (under) Expenditures	(2,482)	-	(8,839)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	368,663	683,500	150,903	22.08%
Expenditures:	473,110	683,500	105,476	15.43%
Excess Revenues over (under) Expenditures	(104,447)	-	45,427	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	5,803	6,000	1,880	31.34%
Expenditures:	5,488	6,000	4,040	67.33%
Excess Revenues over (under) Expenditures	315	-	(2,160)	
<u>SPLOST III FUND</u>				
Revenues:	27,270	200,000	9,164	4.58%
Expenditures:	-	200,000	-	0.00%
Excess Revenues over (under) Expenditures	27,270	-	9,164	
<u>SPLOST IV FUND</u>				
Revenues:	1,555,593	125,000	8,464	6.77%
Expenditures:	1,038,969	125,000	-	0.00%
Excess Revenues over (under) Expenditures	516,624	-	8,464	
<u>SPLOST V FUND</u>				
Revenues:	-	7,405,000	1,053,554	14.23%
Expenditures:	-	7,405,000	1,798,181	24.28%
Excess Revenues over (under) Expenditures	-	-	(744,626)	



Budget Comparison Report - All Funds
42% of year lapsed

	Audited		Unaudited	
	2018 Year End Actuals	2019 Annual Budget	Year to Date	% 2019 Annual Budget
<u>TOWN CENTER FUND</u>				
Revenues:	521	625,000	53	0.01%
Expenditures:	492,037	625,000	305,626	48.90%
Excess Revenues over (under) Expenditures	(491,516)	-	(305,573)	
<u>DEBT SERVICE FUND</u>				
Revenues:	358,736	358,736	-	0.00%
Expenditures:	358,736	358,736	-	0.00%
Excess Revenues over (under) Expenditures	-	-	-	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	357,194	335,000	24,460	7.30%
Expenses:	187,620	335,000	166,009	49.55%
Excess Revenues over (under) Expenses	169,574	-	(141,549)	



Investments
As of May 31, 2019

Ameris Bank

Downtown Development Authority - CD .75% 35,864

Subtotal Ameris Bank	\$	35,864
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Citibank	129
Bremer Bank	52
The Bank of East Asia	23
Wells Fargo Bank	18
Bank of New Hampshire	3
Bank United	250,000
BNY Mellon, NA	250,000
First Choice Bank	249,565
First National Bank	28,952
MUFG Union Bank, NA	250,000
Old National Bank	249,528
State Bank of Lizton	249,565

Subtotal South State Investment Services	\$	1,527,835
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Total Investments	\$	1,563,699
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Cash
As of May 31, 2019

Ameris Bank

Downtown Development Authority - Checking	87,808
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Subtotal Ameris Bank	\$ 87,808
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South State Bank

General Fund	582,189
Main Street Board	70,573
Parks & Recreation Fund	261,828
Hotel Motel Tax Fund	6,876
Money Market Account	3,036,525
Municipal Court Fund	159,298
Operating Grant Fund	2,370
Police Forfeiture Account	6,266
Police Seized Asset Account	9,620
SPLOST III	267,847
SPLOST IV	57,493
SPLOST IV/Grant Revenue	57,031
SPLOST V	57,052
Town Center Fund	11,550
Stormwater Utility Fund	611,683
Tree Replacement Fund	4,069

Subtotal South State Bank	\$ 5,202,270
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BB&T

Savings Account	2,505,788
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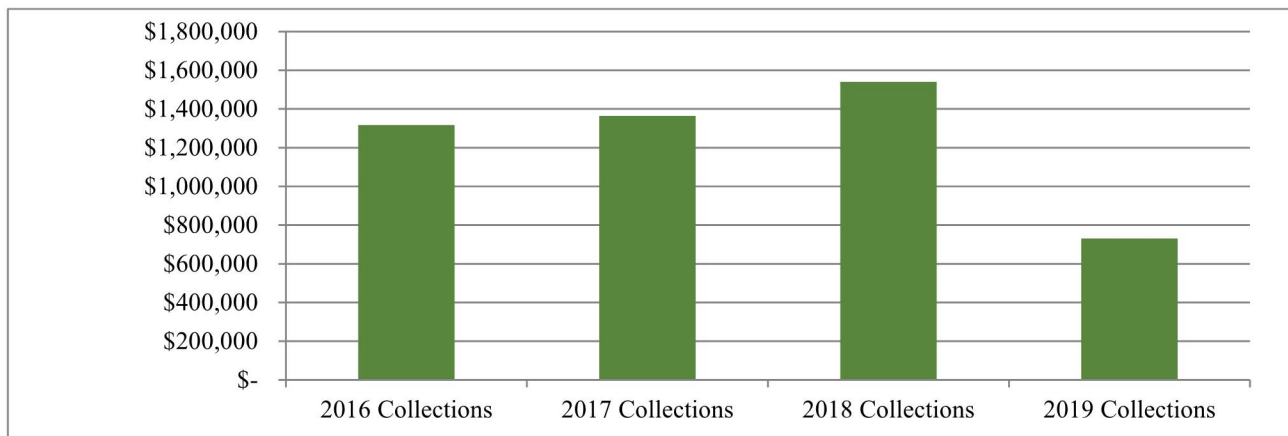
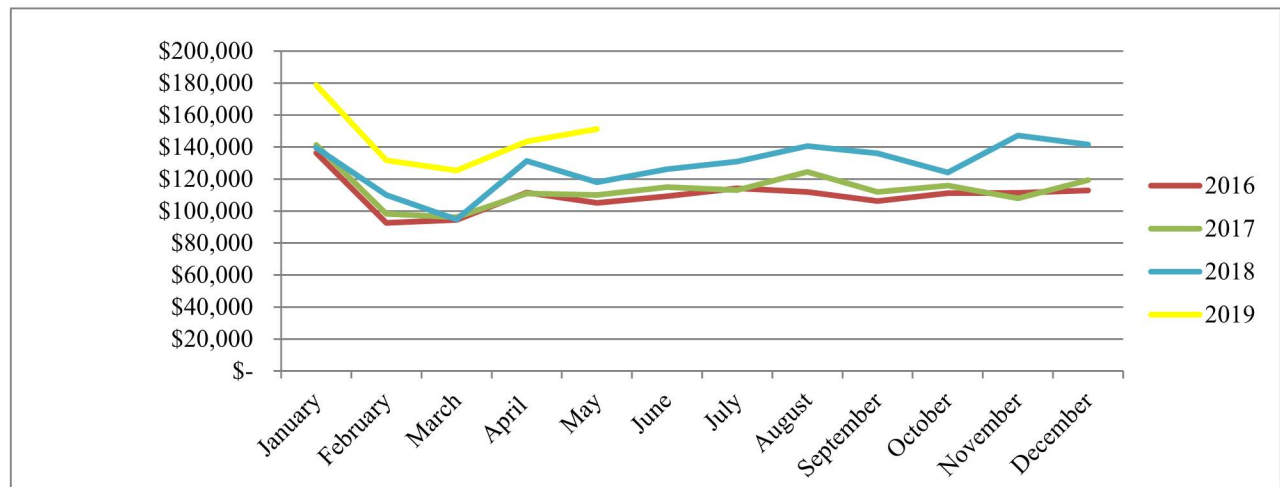
Subtotal BB&T	\$ 2,505,788
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Total Cash	\$ 7,795,866
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Special Purpose Local Option Sales Tax Collections As of May 31, 2019

	2016 Collections	2017 Collections	2018 Collections	2019 Collections	% Change from Prior Year
January	\$ 136,321	\$ 141,344	\$ 139,474	\$ 178,754	28.16%
February	92,605	98,189	109,987	131,700	19.74%
March	94,455	96,130	94,765	125,375	32.30%
April	111,527	111,048	131,392	143,535	9.24%
May	105,169	110,063	117,981	151,269	28.21%
June	109,300	114,965	126,193	-	0.00%
July	114,305	113,172	131,005	-	0.00%
August	112,004	124,429	140,651	-	0.00%
September	106,169	111,901	136,184	-	0.00%
October	111,138	115,857	124,067	-	0.00%
November	111,396	108,048	147,256	-	0.00%
December	112,996	119,270	141,583	-	0.00%
	\$ 1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 730,633	





**Downtown Development Authority
As of May 31, 2019**

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

Expenditures				
Dues & Fees	-	500	290	58.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	1,500	100.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 1,790	35.80%



GENERAL FUND REVENUE DETAIL
As of May 31, 2019

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Real Property Tax	9,499	3,650,000	158,340	4.34%
Real Property Tax - Public Utility	-	65,000	-	0.00%
Personal Property Tax	-	175,000	-	0.00%
Motor Vehicle Tax	3,152	15,000	12,756	85.04%
Motor Vehicle Title Ad Valorem Tax	42,001	300,000	175,824	58.61%
Apportioned Vehicles (AAVT)	-	5,000	2,346	46.92%
Mobile Home Tax	-	750	44	5.82%
Intangible Tax	6,358	55,000	32,188	58.52%
Railroad Equipment Car Tax	-	600	-	0.00%
Real Estate Transfer Tax	1,940	12,500	6,899	55.19%
Franchise Tax - Electric	-	385,000	410,498	106.62%
Franchise Tax - Gas	-	50,000	17,861	35.72%
Franchise Tax - Cable	-	195,000	131,361	67.36%
Franchise Tax - Telephone	-	10,000	3,615	36.15%
Business & Occupational Tax	1,813	120,000	49,929	41.61%
Insurance Premium Tax	-	665,000	-	0.00%
Financial Institutions Tax	-	14,000	3,569	25.49%
Penalties & Interest	908	7,500	4,498	59.98%
FiFa Fees	225	2,500	720	28.80%
Total Taxes	65,895	5,727,850	1,010,447	17.64%
Alcoholic Beverage Licenses	-	25,000	3,500	14.00%
Alcohol Pouring Permit	380	5,000	1,340	26.80%
Zoning and Land Use Permits	1,820	15,000	7,622	50.81%
Planning and Development Fees	2,530	75,000	4,398	5.86%
Sign Permit Fees	1,734	3,000	2,990	99.66%
Special Event Permits	(10)	250	150	60.00%
Vacant Lot Registration	-	25	-	0.00%
Personal Transportation Veh Permit	20	50	30	60.00%
Other Licenses and Permits	50	1,250	650	52.00%
Building Permit Revenue	85,354	975,000	464,889	47.68%
Certificate of Occupancy Fees	15,050	150,000	84,050	56.03%
Building Permit - Reinspection Fees	3,725	8,000	12,475	155.94%
Building Permit-Sub Fee	6,430	-	12,966	100.00%
Occupational Tax Late Fees	40	750	797	106.26%
Plan Review Fees	379	125,000	20,380	16.30%
Total Licenses and Permits	117,501	1,383,325	616,236	44.55%
Municipal Court Fines	63,809	400,000	222,778	55.69%
Forfeitures	-	500	-	0.00%
Court Costs	162	7,500	6,324	100.00%
Drug Testing Fees	(10)	350	15	4.29%
Expungements	-	50	-	0.00%
Other Fines & Forfeitures	6,262	750	6,262	834.96%
Total Fines and Forfeitures	70,223	409,150	235,378	57.53%
Grant Revenue	-	2,000	-	0.00%
Probation Fees	1,707	10,000	10,521	105.21%
Printing and Duplicating Service Fees	120	500	716	143.22%
Election and Qualifying Fees	-	-	-	0.00%
Advertising Fees	-	5,000	7,128	142.56%
Accident/Incident Reports	175	2,500	940	37.60%
Wrecker Service Contract	-	16,500	16,500	100.00%
Background Checks	80	1,000	420	42.00%
Bad Check Fees	25	100	25	25.00%
Miscellaneous Revenue	1,535	633,825	2,154	0.34%
Rents and Royalties	-	2,500	3,450	138.00%
Reimbursement for Damaged Property	-	5,000	30,940	618.79%
Total Miscellaneous Income	3,642	678,925	72,794	10.72%



GENERAL FUND REVENUE DETAIL
As of May 31, 2019

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Interest Revenue	14,374	20,000	34,055	170.27%
Total Investment Income	14,374	20,000	34,055	170.27%
Proceeds from Sale of Conf Assets	-	750	-	0.00%
Proceeds from Sale of Assets	4,562	10,000	4,562	45.62%
Donations from Private Sources	-	20,000	23,500	117.50%
Total Other Financing Sources	4,562	30,750	28,062	91.26%
TOTAL GENERAL FUND REVENUES	\$ 276,197	\$ 8,250,000	\$ 1,996,972	24.21%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	17,500	41.67%
Employee Benefits-Medical	5,780	48,995	35,208	71.86%
Employee Benefits-Dental	182	1,278	1,110	86.85%
Employee Benefits-ADD Life	74	882	441	50.00%
FICA	153	2,604	766	29.41%
Medicare	36	609	179	29.41%
Employee Benefits-Retirement	252	2,361	1,259	53.32%
Unemployment	(2)	144	46	31.74%
Workers Comp Insurance	-	1,075	-	0.00%
Total Salaries and Benefits	<u>9,974</u>	<u>99,948</u>	<u>56,508</u>	<u>56.54%</u>
Communications	41	250	231	92.25%
Travel	-	1,000	-	0.00%
Dues and Fees	-	500	210	42.00%
Education and Training	-	2,250	940	41.78%
General Supplies and Materials	-	250	169	67.42%
Total Operations	<u>41</u>	<u>4,250</u>	<u>1,549</u>	<u>36.45%</u>
City Manager				
Salaries & Wages	8,768	113,985	48,139	42.23%
Employee Benefits-Medical	737	9,291	4,435	47.74%
Employee Benefits-Dental	31	377	189	50.04%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	78	920	469	51.02%
FICA	543	7,067	2,979	42.15%
Medicare	127	1,653	697	42.15%
Employee Benefits-Retirement	683	6,407	3,416	53.32%
Unemployment	(11)	38	27	70.00%
Workers' Comp. Insurance	-	492	-	0.00%
Total Salaries and Benefits	<u>10,969</u>	<u>140,377</u>	<u>60,424</u>	<u>43.04%</u>
Communications	45	500	274	54.82%
Dues and Fees	285	1,500	415	27.67%
Education and Training	-	2,500	-	0.00%
Other Expenditures	79	500	339	67.72%
General Supplies and Materials	-	1,000	107	10.65%
Total Operations	<u>409</u>	<u>6,000</u>	<u>1,134</u>	<u>18.90%</u>
City Clerk				
Salaries & Wages	9,304	120,958	51,202	42.33%
Employee Benefits-Medical	2,606	32,473	15,675	48.27%
Employee Benefits-Dental	108	1,297	649	50.00%
Employee Benefits-ADD Life	25	294	147	50.00%
Employee Benefits-Disability	83	977	498	50.98%
FICA	553	7,499	3,048	40.65%
Medicare	129	1,754	713	40.64%
Employee Benefits-Retirement	725	6,799	3,625	53.32%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Unemployment	(23)	76	53	70.12%
Workers' Comp. Insurance	-	310	-	0.00%
Total Salaries and Benefits	<u>13,510</u>	<u>172,437</u>	<u>75,610</u>	<u>43.85%</u>
Professional Services	-	20,000	-	0.00%
Communications	86	1,000	505	50.47%
Advertising	-	500	87	17.48%
Travel	-	2,500	1,142	45.67%
Dues and Fees	110	3,000	1,571	52.36%
Education and Training	435	2,500	435	17.40%
Other Expenditures	617	1,000	616	61.58%
General Supplies and Materials	346	5,000	2,031	40.61%
Total Operations	<u>1,593</u>	<u>35,500</u>	<u>6,386</u>	<u>17.99%</u>
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	0.00%
Total Operations	<u>-</u>	<u>1,500</u>	<u>-</u>	<u>0.00%</u>
Contingency				
Contingency	-	82,500	-	0.00%
Total Operations	<u>-</u>	<u>82,500</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	6,616	84,483	35,766	42.34%
Employee Benefits-Medical	3,692	46,364	22,306	48.11%
Employee Benefits-Dental	153	1,840	920	49.99%
Employee Benefits-ADD Life	25	294	147	50.00%
Employee Benefits-Disability	58	627	346	55.15%
FICA	367	5,238	1,978	37.76%
Medicare	86	1,225	463	37.76%
Employee Benefits-Retirement	506	4,749	2,532	53.32%
Unemployment	(22)	76	54	70.51%
Workers' Comp. Insurance	-	216	-	0.00%
Total Salaries and Benefits	<u>11,480</u>	<u>145,112</u>	<u>64,511</u>	<u>44.46%</u>
Professional Services	850	15,000	2,350	15.67%
Professional Services - Audit	-	35,000	-	0.00%
Advertising/Promotions	-	2,500	-	0.00%
Printing and Binding	-	1,000	240	24.00%
Dues and Fees-Bank Service Fees	265	3,500	2,045	58.42%
Education and Training	-	1,000	-	0.00%
General Supplies and Materials	99	2,543	663	26.08%
General Supplies-Postage	335	5,000	1,580	31.60%
Gasoline/Diesel	-	100	50	100.00%
Small Equipment	-	500	-	0.00%
Total Operations	<u>1,549</u>	<u>66,143</u>	<u>6,928</u>	<u>10.47%</u>



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Legal				
Professional Services - Legal	2,295	45,000	3,990	8.87%
Total Operations	<u>2,295</u>	<u>45,000</u>	<u>3,990</u>	<u>8.87%</u>
Salaries & Wages	4,030	52,319	22,149	42.34%
Employee Benefits-Medical	1,260	23,182	7,388	31.87%
Employee Benefits-Dental	77	920	460	49.99%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	36	423	215	50.92%
FICA	230	3,244	1,257	38.76%
Medicare	54	759	294	38.74%
Employee Benefits-Retirement	314	2,941	1,568	53.32%
Unemployment	(11)	38	27	70.05%
Workers' Comp. Insurance	<u>-</u>	<u>134</u>	<u>-</u>	<u>0.00%</u>
Total Salaries and Benefits	<u>6,001</u>	<u>84,107</u>	<u>33,432</u>	<u>39.75%</u>
Communications	45	1,000	274	27.41%
Dues and Fees	15	1,750	15	0.87%
General Supplies and Materials	3	5,000	681	13.62%
Small Equipment	379	12,000	3,513	29.27%
Software	<u>37,167</u>	<u>25,000</u>	<u>46,086</u>	<u>184.35%</u>
Total Operations	<u>37,609</u>	<u>44,750</u>	<u>50,570</u>	<u>113.00%</u>
Risk Management				
Professional Services	-	10,000	5,000	50.00%
Liability Insurance	<u>72,191</u>	<u>95,000</u>	<u>74,879</u>	<u>78.82%</u>
Total Operations	<u>72,191</u>	<u>105,000</u>	<u>79,879</u>	<u>76.07%</u>
General Government Building				
Salaries & Wages	2,797	37,384	15,421	41.25%
Employee Benefits-Medical	737	9,291	4,435	47.74%
Employee Benefits-Dental	31	377	189	50.04%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	25	294	150	50.94%
FICA	172	2,318	951	41.01%
Medicare	40	542	222	41.02%
Employee Benefits-Retirement	224	2,101	1,120	53.33%
Unemployment	(11)	38	27	70.00%
Workers' Comp. Insurance	<u>-</u>	<u>3,831</u>	<u>-</u>	<u>0.00%</u>
Total Salaries and Benefits	<u>4,028</u>	<u>56,323</u>	<u>22,588</u>	<u>40.10%</u>
Disposal - Garbage	29	2,500	142	5.69%
Pest Control	100	2,000	475	23.75%
Repairs and Maintenance	2,448	15,000	3,302	22.02%
Repairs and Maintenance - Vehicles	50	750	3,919	522.48%
Rental of Equipment	429	5,000	1,769	35.38%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Communications	900	10,000	4,524	45.24%
Dues and Fees	-	500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	654	15,000	2,203	14.68%
Water and Sewer	-	12,500	257	2.06%
Natural Gas	70	5,000	211	4.22%
Electricity	1,007	10,000	5,074	50.74%
Gasoline and Diesel	100	1,500	401	26.75%
Small Equipment	-	1,000	720	72.00%
Software	85	500	478	95.63%
Total Operations	<u>5,872</u>	<u>81,750</u>	<u>23,476</u>	<u>28.72%</u>
TOTAL GENERAL GOVERNMENT	<u>\$ 177,521</u>	<u>\$ 1,170,697</u>	<u>\$ 486,985</u>	<u>41.60%</u>
Municipal Court				
Salaries & Wages	11,340	99,132	38,979	39.32%
Salaries & Wages - Overtime	268	1,030	1,657	160.86%
Employee Benefits-Medical	744	32,473	6,325	19.48%
Employee Benefits-Dental	108	1,840	631	34.29%
Employee Benefits-ADD Life	25	294	135	45.83%
Employee Benefits-Disability	61	696	292	41.96%
FICA	636	6,210	2,173	34.99%
Medicare	149	1,452	508	35.00%
Employee Benefits-Retirement	577	5,466	2,885	52.77%
Unemployment	(1)	114	75	65.58%
Workers' Compensation	-	249	-	0.00%
Total Salaries and Benefits	<u>13,907</u>	<u>148,956</u>	<u>53,659</u>	<u>36.02%</u>
Professional Services - Public Defender	540	7,500	1,945	25.93%
Professional Services - Solicitor/Judge	6,000	65,000	24,000	36.92%
Repairs & Maintenance	-	2,500	511	20.45%
Rental of Equipment	130	1,750	642	36.67%
Communications	-	3,500	-	0.00%
Advertising	-	100	-	0.00%
Printing & Binding	205	-	410	100.00%
Travel	130	1,500	(59)	-3.95%
Dues and Fees	-	750	-	0.00%
Education and Training	649	750	1,099	146.53%
Other Expenditures	110	250	249	99.56%
General Supplies and Materials	-	2,500	3,285	131.41%
General Supplies and Materials Postage	-	-	99	100.00%
Food Supplies	243	2,000	1,025	51.24%
Books and Periodicals-Code Books	-	250	-	0.00%
Small Equipment	-	2,500	3,846	153.84%
Software	1,705	10,000	7,070	70.70%
Other Supplies - Uniforms	-	250	245	98.15%
Total Operations	<u>9,711</u>	<u>101,100</u>	<u>44,367</u>	<u>43.88%</u>
TOTAL JUDICIAL	<u>\$ 23,618</u>	<u>\$ 250,056</u>	<u>\$ 98,026</u>	<u>39.20%</u>



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
<i>Police Administration</i>				
Salaries & Wages	28,538	379,935	157,741	41.52%
Salaries & Wages-Overtime	-	4,120	17	0.40%
Employee Benefits-Medical	5,921	73,373	35,706	48.66%
Employee Benefits-Dental	401	4,434	2,248	50.71%
Employee Benefits-ADD Life	67	882	404	45.84%
Employee Benefits-Disability	252	2,942	1,509	51.30%
FICA	1,697	23,812	9,376	39.37%
Medicare	397	5,570	2,193	39.37%
Employee Benefits-Retirement	2,211	20,959	11,056	52.75%
Unemployment	(68)	228	160	69.99%
Workers' Compensation	-	15,196	-	0.00%
<i>Total Salaries and Benefits</i>	39,416	531,451	220,409	41.47%
Professional Services	-	1,000	250	25.00%
Repair & Maintenance-Vehicle	61	6,000	733	12.22%
Rental of Equipment	389	5,000	1,773	35.46%
Communications	293	3,000	1,469	48.95%
Advertising	(145)	500	-	0.00%
Printing and Binding	-	700	56	8.00%
Travel	632	2,500	1,466	58.63%
Dues and Fees	-	5,000	1,269	25.38%
Education and Training	-	2,000	1,080	54.00%
Other Expenditures	295	2,500	1,116	44.65%
General Supplies and Materials	232	3,000	544	18.12%
General Supplies - Postage	18	500	18	3.62%
Gasoline/Diesel	875	7,000	2,995	42.79%
Small Equipment	-	2,500	2,658	106.32%
Software	880	2,500	1,735	69.39%
Other Supplies - Uniforms	-	3,200	712	22.25%
<i>Total Operations and Capital</i>	3,529	46,900	17,874	38.11%
<i>Criminal Investigation Division</i>				
Salaries & Wages	16,114	221,771	90,043	40.60%
Salaries & Wages-Overtime	397	6,180	1,826	29.55%
Employee Benefits-Medical	4,080	51,056	24,484	47.96%
Employee Benefits-Dental	185	3,137	1,247	39.74%
Employee Benefits-ADD Life	49	588	294	50.00%
Employee Benefits-Disability	130	1,489	781	52.45%
FICA	1,000	14,132	5,565	39.38%
Medicare	234	3,306	1,301	39.37%
Employee Benefits-Retirement	1,291	12,440	6,453	51.88%
Unemployment	(46)	152	106	70.01%
Workers' Compensation	-	10,021	-	0.00%
<i>Total Salaries and Benefits</i>	23,434	324,272	132,101	40.74%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Repair & Maintenance-Vehicle	423	6,000	4,002	66.70%
Communications	124	2,000	911	45.55%
Printing and Binding	-	250	-	0.00%
Travel	322	2,000	322	16.11%
Dues and Fees	-	1,000	160	16.00%
Education and Training	-	2,000	477	23.85%
General Supplies and Materials	-	2,000	280	13.99%
General Supplies and Materials-Postage	-	50	15	100.00%
Gasoline and Diesel	800	7,000	3,057	43.67%
Small Equipment	-	1,000	1,017	101.67%
Software	-	2,000	-	0.00%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	1,670	26,300	10,240	38.94%
Vice				
Salaries & Wages	3,810	51,634	21,559	41.75%
Salaries & Wages-Overtime	51	2,060	792	38.47%
Employee Benefits-Medical	1,318	16,848	8,206	48.70%
Employee Benefits-Dental	77	920	460	49.99%
Employee Benefits-ADD Life	12	147	74	50.00%
Employee Benefits-Disability	31	369	188	50.88%
FICA	221	3,329	1,285	38.61%
Medicare	52	779	301	38.59%
Employee Benefits-Retirement	301	2,930	1,503	51.28%
Unemployment	(11)	38	27	70.03%
Workers' Compensation	-	2,360	-	0.00%
Total Salaries and Benefits	5,861	81,414	34,394	42.25%
Dues and Fees	-	150	-	0.00%
Total Operations and Capital	-	150	-	0.00%
Patrol				
Salaries & Wages	69,604	1,130,810	408,480	36.12%
Salaries & Wages-Overtime	3,336	43,260	23,383	54.05%
Employee Benefits-Medical	24,331	300,956	147,030	48.85%
Employee Benefits-Dental	1,081	13,395	6,649	49.64%
Employee Benefits-ADD Life	257	3,528	1,604	45.48%
Employee Benefits-Disability	551	8,351	3,814	45.67%
FICA	4,373	72,792	25,918	35.61%
Medicare	1,023	17,025	6,061	35.60%
Employee Benefits-Retirement	6,581	63,485	32,905	51.83%
Unemployment	(247)	950	592	62.33%
Workers' Compensation	-	51,614	2,537	4.92%
Total Salaries and Benefits	110,890	1,706,166	658,975	38.62%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Professional Services	-	750	-	0.00%
Repair & Maintenance	-	3,000	125	4.17%
Repair & Maintenance-Vehicle	4,226	38,000	21,191	55.77%
Communications	1,209	19,000	4,888	25.73%
Printing and Binding	-	500	-	0.00%
Travel	75	250	153	100.00%
Dues and Fees	-	3,000	105	3.50%
Education & Training	260	500	515	102.90%
Contract Labor	-	500	250	50.00%
Other Expenditures	-	7,000	1,223	17.47%
General Supplies and Materials	89	11,000	687	6.24%
Weapons Supplies & Ammunition	10,195	35,000	10,394	29.70%
Gasoline and Diesel	8,169	55,000	25,381	46.15%
Small Equipment	-	4,600	5,089	110.63%
Software	-	6,000	4,500	75.00%
Other Supplies - Uniforms	480	30,000	4,863	16.21%
Total Operations and Capital	24,703	214,100	79,363	37.07%
Police Training				
Salaries & Wages	3,821	53,938	22,017	40.82%
Salaries & Wages-Overtime	402	2,060	493	23.92%
Employee Benefits-Medical	-	8,352	-	0.00%
Employee Benefits-Dental	-	379	-	0.00%
Employee Benefits-ADD Life	-	147	61	41.67%
Employee Benefits-Disability	31	368	188	51.02%
FICA	262	3,472	1,396	40.20%
Medicare	61	812	326	40.20%
Employee Benefits-Retirement	314	3,056	1,570	51.36%
Unemployment	(11)	38	27	70.03%
Workers' Compensation	-	2,462	-	0.00%
Total Salaries and Benefits	4,880	75,084	26,077	34.73%
Repair & Maintenance	128	3,000	199	6.64%
Repair & Maintenance-Vehicle	33	2,000	166	8.29%
Communications	41	500	231	46.12%
Travel	1,439	2,000	1,439	71.95%
Dues and Fees	-	500	-	0.00%
Education and Training	1,050	25,000	3,685	14.74%
General Supplies and Materials	38	4,000	281	7.01%
Weapons Supplies & Ammunition	544	50,000	19,844	39.69%
Gasoline and Diesel	172	1,750	686	39.21%
Small Equipment	-	1,000	-	0.00%
Other Supplies - Uniforms	-	300	-	0.00%
Intergovernmental	-	5,000	5,000	100.00%
Total Operations and Capital	3,445	95,050	31,531	33.17%
Police Stations and Buildings				
Disposal-Garbage/Recycle	86	1,500	427	28.47%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Pest Control	60	1,000	240	24.00%
Repairs and Maintenance	452	7,500	3,781	50.41%
Communications	858	8,500	4,293	50.51%
General Supplies and Materials	328	2,500	1,534	61.36%
Water/Sewer	-	5,000	1,706	34.12%
Electricity	1,007	15,000	5,075	33.83%
Small Equipment	-	2,500	-	0.00%
Software	46	500	258	51.57%
Total Operations	<u>2,838</u>	<u>44,000</u>	<u>17,314</u>	<u>39.35%</u>
Probation				
Salaries & Wages	3,679	47,005	20,209	42.99%
Employee Benefits-Medical	1,281	8,352	8,104	97.03%
Employee Benefits-Dental	77	920	460	49.99%
Employee Benefits-ADD Life	25	147	86	58.33%
Employee Benefits-Disability	31	369	188	50.93%
FICA	196	2,914	1,091	37.45%
Medicare	46	682	255	37.42%
Employee Benefits-Retirement	274	2,565	1,368	53.33%
Unemployment	(11)	38	27	70.03%
Workers' Compensation	-	2,066	-	0.00%
Total Salaries and Benefits	<u>5,596</u>	<u>65,058</u>	<u>31,787</u>	<u>48.86%</u>
Communications	41	500	231	46.12%
Travel	-	500	418	83.52%
Dues and Fees	-	300	-	0.00%
General Supplies and Materials	-	500	20	4.00%
Small Equipment	-	250	900	359.88%
Other Supplies - Uniforms	-	300	-	0.00%
Total Operations and Capital	<u>41</u>	<u>2,350</u>	<u>1,568</u>	<u>66.72%</u>
Fire Services				
Intergovernmental-Fire Services	-	1,690,592	1,690,592	100.00%
Total Fire Services	<u>-</u>	<u>1,690,592</u>	<u>1,690,592</u>	<u>100.00%</u>
TOTAL PUBLIC SAFETY	<u>\$ 226,302</u>	<u>\$ 4,902,887</u>	<u>\$ 2,952,225</u>	<u>60.21%</u>
Highways and Streets				
Professional Services-Engineering	1,500	7,500	3,000	40.00%
Disposal-Garbage/Recycling	93	1,250	466	37.26%
Lawn Care	82	1,000	164	16.40%
Pest Control	-	250	-	0.00%
Repairs & Maintenance	-	28,500	11,646	40.86%
Repairs & Maintenance-Vehicles	818	5,000	2,208	44.16%
Rental of Equipment	91	2,500	1,683	67.31%
Communications	-	250	-	0.00%
Contract Labor	34,165	409,976	170,153	41.50%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	1,750	-	0.00%
Electricity	228	5,000	1,280	25.60%
Gasoline/Diesel	544	10,000	1,672	16.72%
Small Equipment	-	4,750	-	0.00%
Total Operations	<u>37,521</u>	<u>477,976</u>	<u>192,272</u>	<u>40.23%</u>
Street Lights				
Electricity-Street Lights	<u>8,497</u>	<u>90,000</u>	<u>42,585</u>	<u>47.32%</u>
Total Street Lights	<u>8,497</u>	<u>90,000</u>	<u>42,585</u>	<u>47.32%</u>
Traffic Lights				
Electricity-Traffic Lights	<u>106</u>	<u>2,500</u>	<u>573</u>	<u>22.93%</u>
Total Traffic Lights	<u>106</u>	<u>2,500</u>	<u>573</u>	<u>22.93%</u>
Tree Commission				
Repairs & Maintenance	-	21,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	175	35.00%
Education and Training	-	1,000	30	3.00%
General Supplies & Materials	-	750	58	7.78%
Books and Periodicals	-	500	-	0.00%
Total Operations	<u>-</u>	<u>25,000</u>	<u>263</u>	<u>1.05%</u>
TOTAL PUBLIC WORKS	<u>\$ 46,124</u>	<u>\$ 595,476</u>	<u>\$ 235,694</u>	<u>39.58%</u>
Culture and Recreation				
Intergovernmental-Sequoyah Regional	<u>-</u>	<u>4,000</u>	<u>4,000</u>	<u>100.00%</u>
TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>100.00%</u>
Building Inspections				
Salaries & Wages	16,297	217,155	91,888	42.31%
Overtime	-	1,500	-	0.00%
Employee Benefits-Medical	6,178	66,964	37,778	56.42%
Employee Benefits-Dental	338	3,514	1,985	56.49%
Employee Benefits-ADD Life	57	735	331	45.00%
Employee Benefits-Disability	149	1,763	906	51.42%
FICA	945	13,557	5,372	39.62%
Medicare	221	3,170	1,256	39.63%
Employee Benefits-Retirement	1,499	12,291	7,496	60.99%
Unemployment	(58)	190	158	83.14%
Workers' Compensation	<u>(1,165)</u>	<u>3,883</u>	<u>(1,165)</u>	<u>-30.00%</u>
Total Salaries and Benefits	<u>24,461</u>	<u>324,722</u>	<u>146,005</u>	<u>44.96%</u>



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Professional Services-Engineering	3,661	50,000	13,510	27.02%
Professional Services-Legal	743	2,500	3,750	149.99%
Technical Services - Planning	-	50,000	13,860	27.72%
Repairs & Maintenance	-	3,500	-	0.00%
Repairs & Maintenance - Vehicles	20	5,000	2,030	40.60%
Communications	173	5,000	1,016	20.31%
Advertising -Promotions	119	5,000	718	14.36%
Printing & Binding	-	1,000	-	0.00%
Travel	157	2,500	853	34.13%
Dues and Fees	130	7,500	1,209	16.12%
Education and Training	-	2,500	290	11.62%
Contract Labor	630	25,000	630	2.52%
Other Expenditures	-	500	207	41.31%
General Supplies and Materials	144	2,500	582	23.29%
General Supplies - Postage	-	250	-	0.00%
Gasoline/Diesel	386	5,000	1,352	27.05%
Books and Periodicals-Code Books	7	750	7	0.87%
Small Equipment	-	1,500	1,473	98.19%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	6,168	170,250	41,487	24.37%
Planning and Zoning				
Salaries & Wages	8,191	106,482	44,982	42.24%
Employee Benefits-Medical	1,478	18,582	8,888	47.83%
Employee Benefits-Dental	31	755	189	24.99%
Employee Benefits-ADD Life	25	294	156	53.06%
Employee Benefits-Disability	73	865	438	50.69%
FICA	497	6,602	2,727	41.30%
Medicare	116	1,544	638	41.31%
Employee Benefits-Retirement	638	5,985	3,191	53.32%
Unemployment	(22)	76	54	71.64%
Workers' Compensation	-	6,193	-	0.00%
Total Salaries and Benefits	11,028	147,378	61,264	41.57%
Professional Services	-	25,000	-	0.00%
Professional Services-Legal	-	1,000	-	0.00%
Technical Services - Planning	-	15,000	-	0.00%
Repairs & Maintenance	-	500	-	0.00%
Other Services - Map Updates	-	1,000	-	0.00%
Communications	90	1,500	1,048	69.88%
Advertising	-	12,000	7,495	62.46%
Printing & Binding	-	250	-	0.00%
Travel	49	2,500	64	2.55%
Dues and Fees	-	2,500	470	18.80%
Education and Training	-	1,000	950	95.00%
Planning & Zoning Meeting Fees	196	2,500	1,176	47.04%
Other Expenditures	-	500	49	100.00%
General Supplies and Materials	49	1,500	64	4.23%



**General Fund Expenditures
As of May 31, 2019**

	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Gasoline & Diesel	34	500	34	6.80%
Small Equipment	-	-	857	100.00%
Total Operations	<u>418</u>	<u>67,250</u>	<u>12,207</u>	<u>18.15%</u>
Main Street Program				
Salaries and Wages	3,781	49,177	20,858	42.41%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,266	15,629	7,616	48.73%
Employee Benefits - Dental	31	376	189	50.17%
Employee Benefits - Add Life	12	147	74	50.00%
Employee Benefits - Disability	34	397	202	50.99%
FICA	224	3,111	1,229	39.52%
Medicare	52	728	288	39.50%
Employee Benefits - Retirement	295	2,819	1,474	52.28%
Unemployment	(11)	38	27	69.97%
Workers Comp Insurance	-	217	-	0.00%
Total Salaries and Benefits	<u>5,684</u>	<u>73,639</u>	<u>31,956</u>	<u>43.40%</u>
Communications	41	750	231	30.75%
Advertising	-	500	-	0.00%
Travel	-	1,000	12	1.20%
Dues and Fees	-	1,500	800	53.33%
Education and Training	-	1,000	225	22.50%
Contract Labor	400	7,500	3,000	40.00%
Supplies - Special Events	1,509	12,500	1,937	15.50%
Software	-	1,395	-	0.00%
Payments to Other Agencies	-	7,500	-	0.00%
Total Operations	<u>1,951</u>	<u>33,645</u>	<u>6,205</u>	<u>18.44%</u>
Intergovernmental				
Intergovernmental - COED	-	10,000	-	0.00%
Total Intergovernmental	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 49,709</u>	<u>\$ 826,884</u>	<u>\$ 299,124</u>	<u>36.17%</u>
Other Financing Uses				
Transfer to Other Funds	-	500,000	-	0.00%
TOTAL OTHER FINANCING USES	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ -</u>	<u>0.00%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 523,274</u>	<u>\$ 8,250,000</u>	<u>\$ 4,076,053</u>	<u>49.41%</u>



**Operating Grant Fund
As of May 31, 2019**

REVENUES:	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	16,169	228,475	69,306	30.33%
Interest Revenue	3	25	32	129.16%
TOTAL REVENUES	\$ 16,172	\$ 228,500	\$ 69,338	30.34%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	18,830	228,500	78,177	34.21%
TOTAL EXPENDITURES	\$ 18,830	\$ 228,500	\$ 78,177	34.21%



Parks & Recreation Fund
As of May 31, 2019

REVENUES:	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	18,658	235,000	89,859	38.24%
Alcoholic Bev Excise Tax Liquor	6,000	75,000	35,839	47.78%
Local Option Mixed Drink Tax	3,265	40,000	17,081	42.70%
Penalties and Interest	-	250	-	0.00%
Bad Check Fees	25	50	25	50.00%
Interest Revenue	45	500	211	42.11%
Rents and Royalties	2,336	15,000	7,889	52.59%
Prior Year Fund Balance	-	317,700	-	0.00%
TOTAL REVENUES	\$ 30,329	\$ 683,500	\$ 150,903	22.08%
EXPENDITURES:				
Disposal - Garbage Depot	51	1,000	255	25.52%
Pest Control - Depot	40	750	160	21.33%
Repairs & Maintenance - Depot	43	25,000	1,051	4.20%
Communications	138	1,500	880	58.69%
General Supplies - Depot	-	2,000	-	0.00%
Water/Sewer - Depot	-	750	43	5.79%
Natural Gas - Depot	232	1,500	933	62.18%
Electricity - Depot	339	5,000	1,147	22.95%
Small Equipment - Depot	-	1,500	-	0.00%
Disposal - Garbage Parks	51	750	255	34.03%
Lawn Care	802	10,000	2,136	21.36%
Pest Control - Parks	30	400	184	45.92%
Repairs & Maintenance - Parks	42	25,000	3,823	15.29%
Rental - Equipment & Land	-	614	-	0.00%
Dues and Fees	-	500	357	71.40%
Contract Labor	-	40,000	12,075	30.19%
General Supplies and Materials - Parks	-	1,500	350	23.33%
Water/Sewer - Parks	243	5,000	2,228	44.56%
Electricity - Parks	83	1,500	424	28.29%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	200,000	79,173	100.00%
Transfers to Other Funds	-	358,736	-	0.00%
TOTAL EXPENDITURES	\$ 2,094	\$ 683,500	\$ 105,476	15.43%



Hotel/Motel Tax Fund
As of May 31, 2019

	May 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Hotel/Motel Taxes	383	5,995	1,873	31.24%
Interest Revenue	1	5	7	148.60%
TOTAL REVENUES	\$ 384	\$ 6,000	\$ 1,880	31.34%
EXPENDITURES:				
Advertising/Promotions	-	6,000	4,040	67.33%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ 4,040	67.33%



SPLOST III Fund
As of May 31, 2019

	May 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
Special Assessments - Crestmont	2,982	11,928	8,946	75.00%
Prior Year Fund Balance	-	187,722	-	0.00%
Interest Revenue	45	350	218	62.27%
TOTAL REVENUES	\$ 3,027	\$ 200,000	\$ 9,164	4.58%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	200,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 200,000	\$ -	0.00%



SPLOST IV Fund
As of May 31, 2019

	May 2019	2019 Annual	YTD	% of Annual
REVENUES:	Transactions	Budget	Transactions	Budget
SPLOST IV Revenue	-	8,400	8,394	99.93%
Special Assessments	-	24,900	-	0.00%
Interest Revenue	28	100	70	70.08%
Prior Year Fund Balance		91,600	-	0.00%
TOTAL REVENUES	\$ 28	\$ 125,000	\$ 8,464	6.77%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	125,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 125,000	\$ -	0.00%



**SPLOST V Fund
As of May 31, 2019**

REVENUES:	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	143,535	1,300,000	712,553	54.81%
Grant Revenue-LMIG	-	135,000	-	0.00%
Grant Revenue-LCI Phase II	150,450	600,000	340,760	56.79%
Special Assessments	-	1,369,750	-	0.00%
Bond Proceeds	-	4,000,000	-	0.00%
Interest Revenue	54	250	241	96.57%
TOTAL REVENUES	\$ 294,039	\$ 7,405,000	\$ 1,053,554	14.23%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	55,093	400,000	81,094	20.27%
Capital Outlay-Police Cars	-	199,650	71,585	35.86%
Capital Outlay-Infrastructure	-	1,805,350	-	0.00%
Capital Outlay-HOTL Pedestrian	-	250,000	7,200	2.88%
Capital Outlay-HS Pkwy	277,763	750,000	628,907	83.85%
Capital Outlay-TCP Road Net	298,465	3,000,000	418,465	13.95%
Capital Outlay-LCI Phase II	223,274	750,000	590,930	78.79%
Capital Outlay-Cagle Farm Park	-	250,000	-	0.00%
TOTAL EXPENDITURES	\$ 854,594	\$ 7,405,000	\$ 1,798,181	24.28%



**Town Center Fund
As of May 31, 2019**

Revenues	May 2019 Transactions	2019 Annual Amended Budget	YTD Transactions	% of Annual Budget
Interest Revenue	13	100	53	100.00%
Prior Year Fund Balance	-	124,900	-	0.00%
Transfer from General Fund	-	500,000		0.00%
TOTAL REVENUES	\$ 13	\$ 625,000	\$ 53	0.01%

Expenditures				
Professional Services	-	300,000	75,000	25.00%
Capital Outlay - Site Improvements	115,928	325,000	230,626	70.96%
TOTAL EXPENDITURES	\$ 115,928	\$ 625,000	\$ 305,626	48.90%



Debt Service Fund
As of May 31, 2019

Revenues	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Transfers from Parks & Rec Fund	-	358,736	-	0.00%
TOTAL REVENUES	\$ -	\$ 358,736	\$ -	0.00%
Expenditures				
Debt Service - Bond Principal HSPRA	-	304,359	-	0.00%
Debt Service - Bond Interest HSPRA	-	54,377	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 358,736	\$ -	0.00%



Stormwater Utility Fund
As of May 31, 2019

REVENUES:	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	776	334,500	23,992	7.17%
Interest Revenue	106	500	467	93.45%
TOTAL REVENUES	\$ 882	\$ 335,000	\$ 24,460	7.30%
EXPENSES:				
Salaries & Wages	4,005	70,477	20,025	28.41%
Overtime	-	2,000	-	0.00%
Employee Benefits - Medical Insurance	1,163	13,952	5,815	41.68%
Employee Benefits - Dental Insurance	31	377	155	41.11%
Employee Benefits - Disability	32	380	160	42.11%
Employee Benefits - ADD Life	12	147	60	40.82%
FICA	248	4,494	1,240	27.59%
Medicare	58	1,051	290	27.59%
Employee Benefits - Retirement	225	4,074	1,125	27.61%
Unemployment	3	76	15	19.74%
Workers Comp Insurance	233	4,215	1,165	27.64%
Legal & Professional	135	4,000	345	8.63%
Regional Stormwater	-	2,500	-	0.00%
Pollution Prevention	-	1,500	51	3.39%
Watershed Planning	-	500	-	0.00%
Maintenance & Cleaning	7,278	100,000	56,220	56.22%
Structural Upgrades	738	95,000	78,192	82.31%
Rental of Equipment	-	7,500	-	0.00%
Communications	89	2,750	352	12.81%
Advertising	-	250	-	0.00%
Dues and Fees	-	300	-	0.00%
Training	-	2,000	147	7.35%
Contract Labor	-	500	-	0.00%
General Supplies & Materials	-	1,500	-	0.00%
Postage	-	107	-	0.00%
Water/Sewer	-	5,000	336	6.73%
Gasoline & Diesel	60	4,500	280	6.22%
Small Equipment	-	1,500	-	0.00%
Office Supplies	-	1,000	36	3.59%
Contingency	-	3,350	-	0.00%
TOTAL EXPENSES	\$ 14,310	\$ 335,000	\$ 166,009	49.55%



**Main Street Board
Budget To Actual Comparison Report
As of May 31, 2019**

Revenues	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	45,909	45,909	100.00%
Alcohol Beverage Licenses	-	25,000	3,500	14.00%
Alcohol Pouring Permits	365	5,000	1,325	26.50%
Donations From Private Sources	-	20,000	23,500	117.50%
Miscellaneous/Registrations/Booth Fees	10	8,825	575	6.52%
Rents and Royalties	-	2,500	3,450	138.00%
Interest Revenue	13	50	35	70.14%
TOTAL REVENUES	\$ 388	\$ 107,284	\$ 78,294	72.98%

Expenditures				
Salaries & Wages	3,781	49,177	20,858	42.41%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	1,266	15,629	7,616	48.73%
Employee Benefits- Dental	31	376	189	50.17%
Employee Benefits-Add Life	12	147	74	50.00%
Employee Benefits-Disability	34	397	202	50.99%
FICA	224	3,111	1,229	39.52%
Medicare	52	728	288	39.50%
Employee Benefits-Retirement	295	2,819	1,474	52.28%
Unemployment	(11)	38	27	69.97%
Workers Comp Insurance	-	217	-	0.00%
Communications	41	750	231	30.75%
Advertising	-	500	-	0.00%
Travel	-	1,000	12	1.20%
Dues and Fees	-	1,500	800	53.33%
Education and Training	-	1,000	225	22.50%
Contract Labor	400	7,500	3,000	40.00%
Supplies-Special Events	1,509	12,500	1,937	15.50%
Software	-	1,395	-	0.00%
Payments to Other Agencies	-	7,500	-	0.00%
TOTAL EXPENDITURES	\$ 7,635	\$ 107,284	\$ 38,161	35.57%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of May 31, 2019**

Revenues	May 2019 Transactions	2019 Annual Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	24,950.00	-	0.00%
Interest Revenue	0.35	50.00	1.77	3.54%
TOTAL REVENUES	\$ 0.35	\$ 25,000.00	\$ 1.77	0.01%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000.00	-	0.00%
Tree Maintenance	-	8,000.00	-	0.00%
Tree Removal	-	5,500.00	-	0.00%
Travel	-	750.00	-	0.00%
Dues and Fees	-	500.00	175.00	35.00%
Education and Training	-	1,000.00	30.00	3.00%
Tree Seedlings	-	500.00	-	0.00%
Banners & Shirts	-	250.00	58.36	23.34%
Books and Periodicals	-	500.00	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 25,000.00	\$ 263.36	1.05%

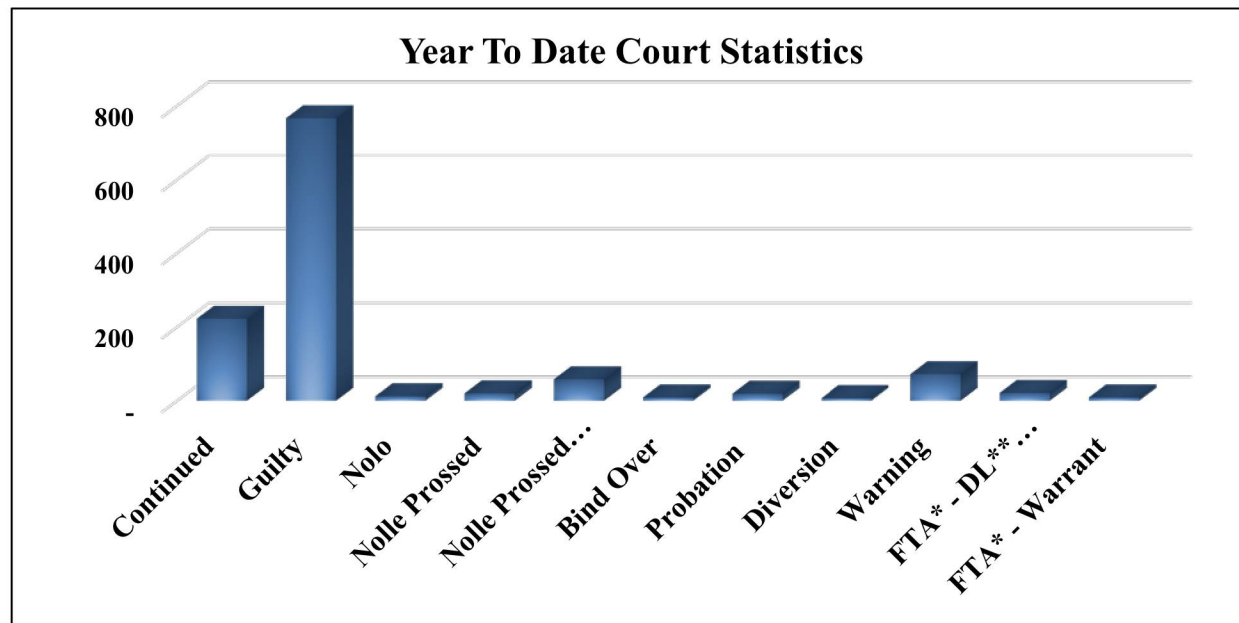


City of Holly Springs Court Statistics 2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	0	131	148	184	70	-	-	-	-	-	-	-	533
Guilty	0	104	131	347	84	-	-	-	-	-	-	-	666
Nolo	0	12	0	9	8	-	-	-	-	-	-	-	29
Nolle Prossed	0	6	1	25	18	-	-	-	-	-	-	-	50
Nolle Prossed on Plea	0	24	0	25	-	-	-	-	-	-	-	-	49
Bind Over	0	5	3	8	6	-	-	-	-	-	-	-	22
Probation	0	9	6	10	10	-	-	-	-	-	-	-	35
Diversion	0	2	0	2	3	-	-	-	-	-	-	-	7
Warning	0	4	0	32	27	-	-	-	-	-	-	-	63
FTA* - DL** Suspended	0	23	32	14	52	-	-	-	-	-	-	-	121
FTA* - Warrant	0	10	8	14	15	-	-	-	-	-	-	-	47
	-	330	329	670	293	-	-	-	-	-	-	-	1,622

* Failure to Appear

** Driver's License

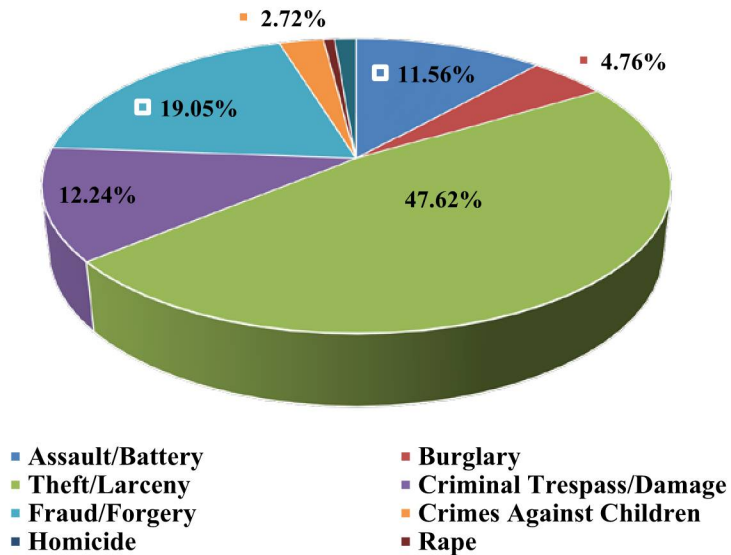




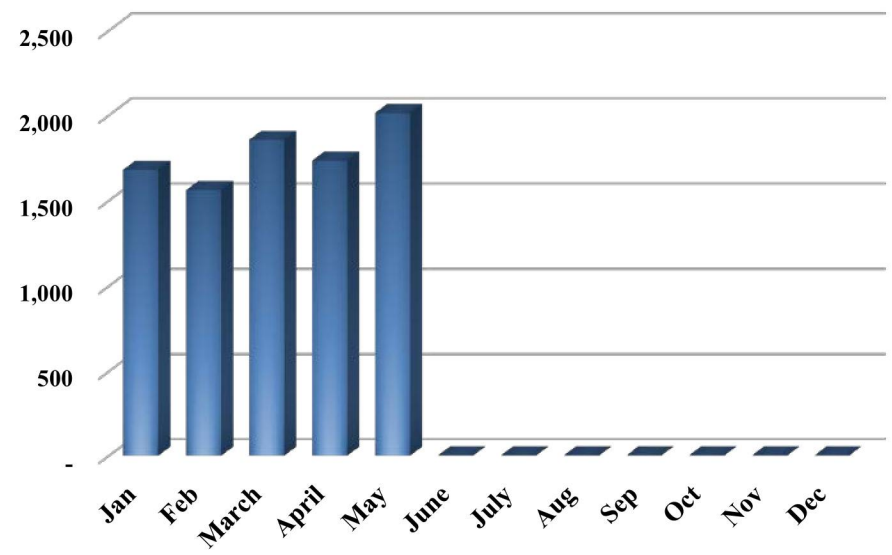
City of Holly Springs Police Statistics 2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	4	3	3	2	5	-	-	-	-	-	-	-	17
Burglary	3	2	2	-	-	-	-	-	-	-	-	-	7
Theft/Larceny	24	5	17	15	9	-	-	-	-	-	-	-	70
Criminal Trespass/Damage	3	2	3	5	5	-	-	-	-	-	-	-	18
Fraud/Forgery	4	5	5	5	9	-	-	-	-	-	-	-	28
Crimes Against Children	1	1	-	2	-	-	-	-	-	-	-	-	4
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	1	-	-	-	-	-	-	-	1
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	-	-	-	1	1	-	-	-	-	-	-	-	2
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
	39	18	30	30	30	-	-	-	-	-	-	-	147
Calls for Service	1,679	1,560	1,854	1,732	2,011	-	-	-	-	-	-	-	8,836

Year To Date Police Statistics

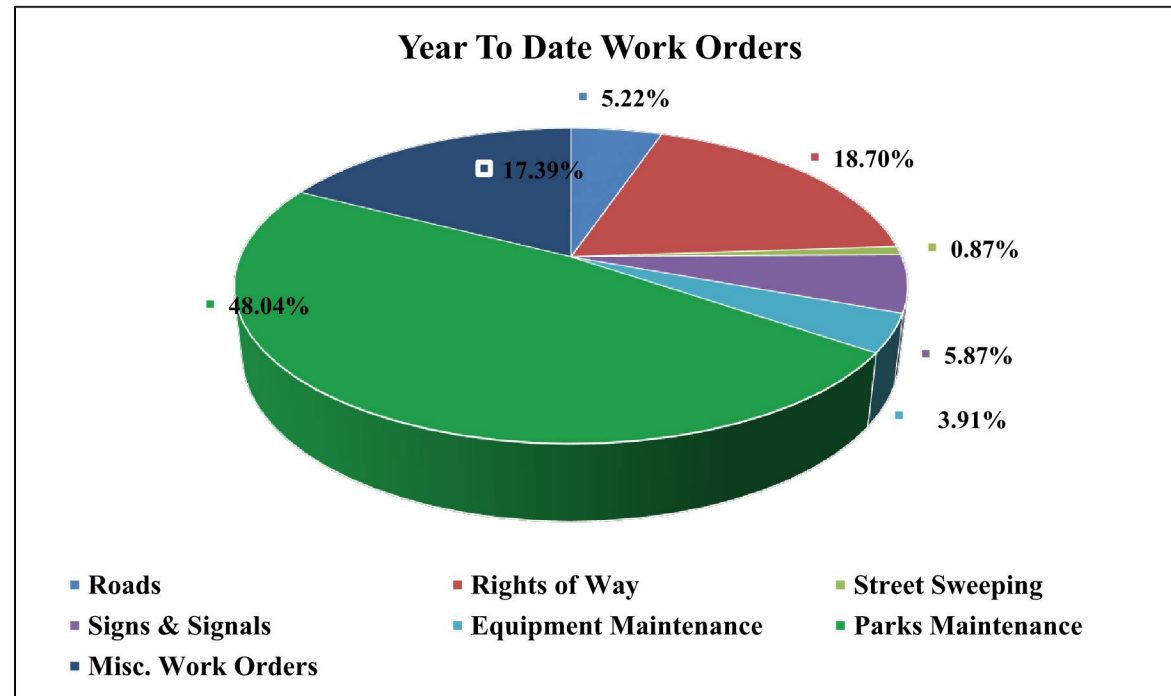


Year To Date Calls for Service



**City of Holly Springs
Work Orders
2018 Year to Date**

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Roads	8	1	4	5	6	-	-	-	-	-	-	-	24
Rights of Way	3	-	12	25	46	-	-	-	-	-	-	-	86
Street Sweeping	3	1	-	-	-	-	-	-	-	-	-	-	4
Signs & Signals	5	9	3	4	6	-	-	-	-	-	-	-	27
Equipment Maintenance	3	6	4	2	3	-	-	-	-	-	-	-	18
Parks Maintenance	52	51	37	53	28	-	-	-	-	-	-	-	221
Misc. Work Orders	23	16	19	14	8	-	-	-	-	-	-	-	80
	97	84	79	103	97	-	-	-	-	-	-	-	460

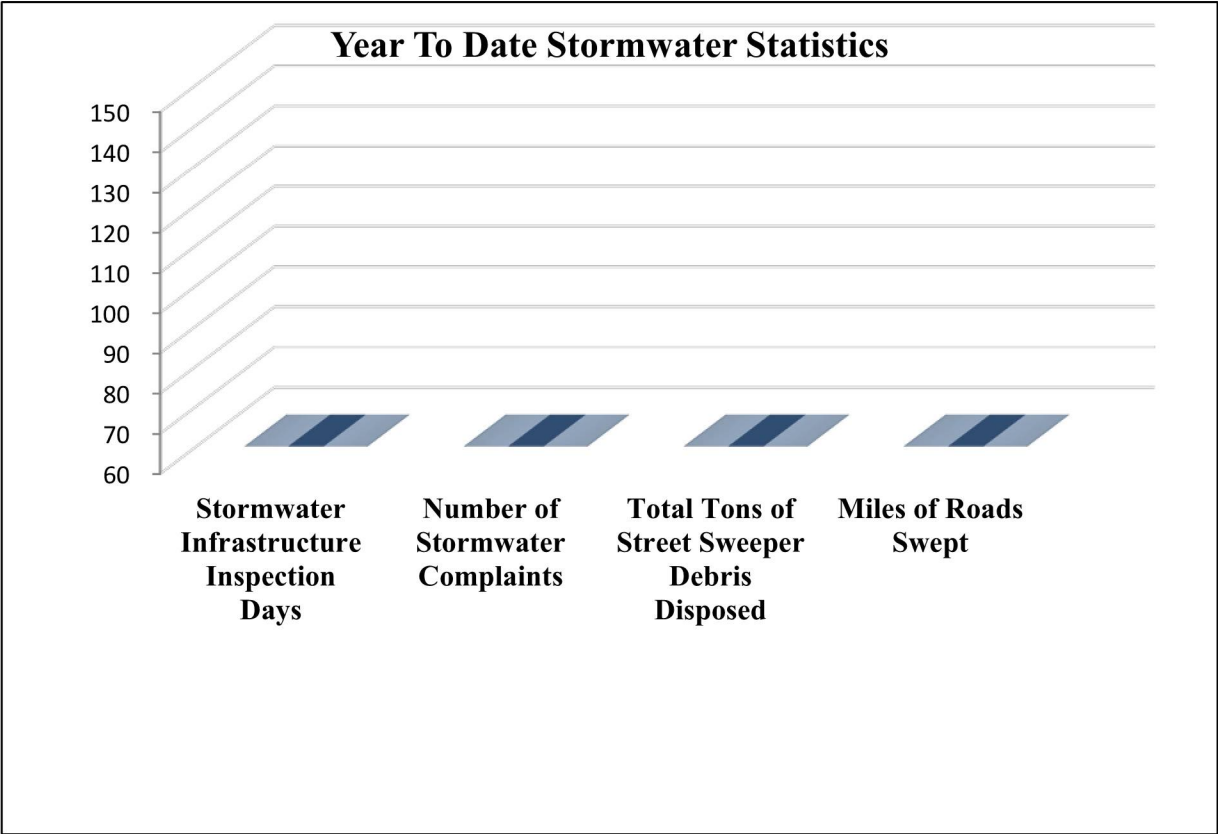




**City of Holly Springs
Stormwater Statistics
2019 Year to Date**

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

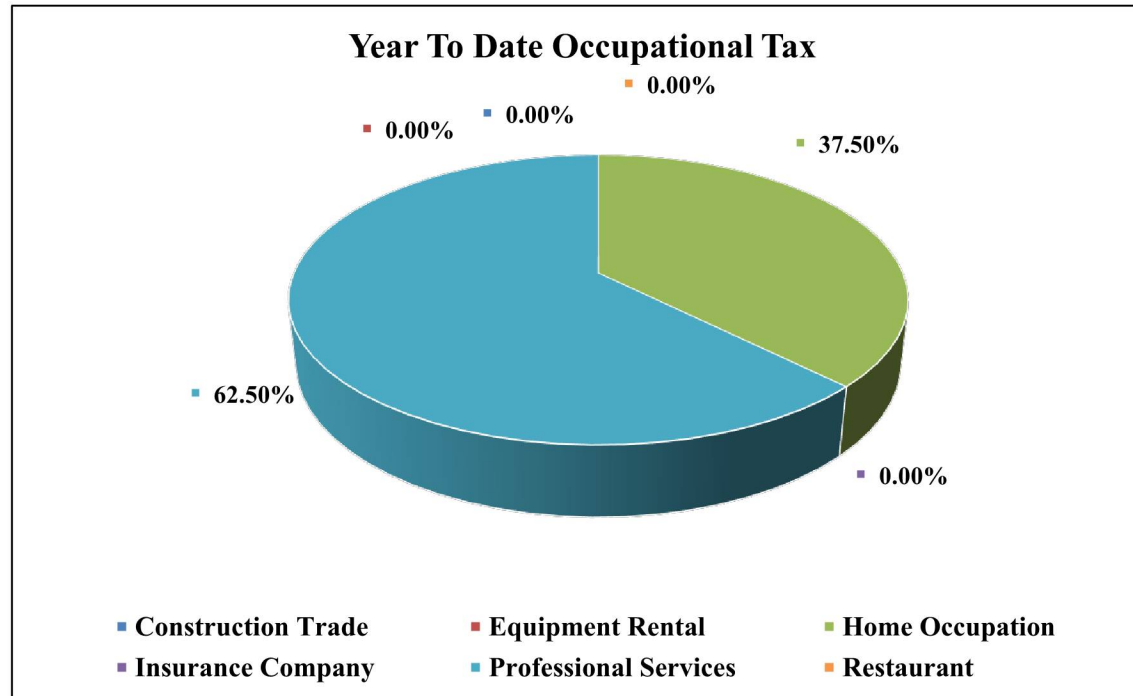
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Stormwater Infrastructure Inspection Days	2	4	4	4	4	-	-	-	-	-	-	-	18
Number of Stormwater Complaints	4	8	4	3	-	-	-	-	-	-	-	-	19
Total Tons of Street Sweeper Debris Disposed	-	-	-	-	-	-	-	-	-	-	-	-	-
Miles of Roads Swept	-	-	-	-	-	-	-	-	-	-	-	-	-





City of Holly Springs Occupational Tax Summary 2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Home Occupation	1	3	1	5	5	-	-	-	-	-	-	-	15
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Services	10	6	1	4	4	-	-	-	-	-	-	-	25
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-
	11	9	2	9	9	-	-	-	-	-	-	-	40

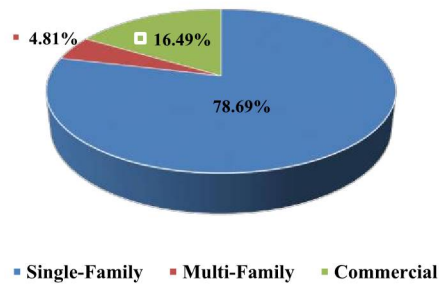




City of Holly Springs
Building Permits and Certificates of Occupancy
2019 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	33	34	35	29	30								161
Accessory Structures	1		1		1								3
Additions			1		1								2
Basement Buildouts	1		1	2									4
Mechanical	1	3	3	1	4								12
Plumbing	3	2	4	1	3								13
Electrical		1	1	1	1								4
Miscellaneous	2	6	13	6	3								30
Certificates of Completion	4	2	9	1									16
Certificates of Occupancy	32	27	26	33	37								155
Multi-Family													
Townhomes		11	3										14
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	1	2		6	2								11
Commercial													
New Structures	1		2		1								4
Addition-C													0
Tenant Build Outs	1		2		2								5
Accessory Structures			1										1
Mechanical													0
Plumbing				2									2
Electrical	3		3	3	1								10
Misc-C	5	3	6	7	5								26
Certificates of Completion			1	3									4
Certificates of Occupancy	1	1	12	9	6								29

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued

