



City of Holly Springs

Date: Monday, April 13, 2020

Location: Teleconferencing via Zoom

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

Please note that due to ongoing efforts to encourage social distancing in response to the COVID-19 pandemic, this meeting will be conducted virtually using Zoom. This platform will allow for the public and media to attend the meeting from the safety of their homes.

At his discretion, Mayor Steven W. Miller may read comments regarding current agenda items from the public aloud during the meeting. If you would like to submit a comment to Mayor Miller, please do so no later than Monday, April 13, 2020 at 12:00 p.m. to admin@hollyspringsga.us. Please be sure to include your name and address along with your comment.

Ways to Attend

- **TO JOIN VIA COMPUTER, TABLET OR SMARTPHONE:**

[HTTPS://ZOOM.US/J/921927530?PWD=NKFOBWHOVW16T0VIRGJQTNVDNFTFMQT09](https://zoom.us/j/921927530?pwd=NKFOBWHOVW16T0VIRGJQTNVDNFTFMQT09)

- **TO JOIN VIA TELEPHONE:**

DIAL US: +1 312 626 6799 OR +1 646 558 8656 OR +1 346 248 7799 OR +1 669 900 9128 OR +1 253 215 8782 OR +1 301 715 8592

(for higher quality, dial a number based on your current location.)

WEBINAR ID: 921 927 530

PASSWORD: 272097

I. CALL TO ORDER

II. ROLL CALL

III. 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.”

IV. INVOCATION

V. PUBLIC COMMENTS

VI. NEW BUSINESS

A. Discuss the Georgia Highway Safety Grant Application

Presented By: Corporal Mike Adams

B. Discuss a Commitment Letter from South State Bank

Presented By: Robert H. Logan, City Manager

C. Discuss the award recommendation for the 2020 Local Maintenance and Improvement Grant (LMIG) Asphalt Resurfacing Project

Presented By: Robert H. Logan, City Manager

D. Discuss Service Delivery Strategy (SDS) extension

Presented By: Robert H. Logan, City Manager

E. Discuss a request for No Parking signs in Overlook Subdivision

Presented By: Nancy Moon, Community Development Director

F. Discuss CUP-03-2020, a conditional use permit for an Equipment Repair Establishment for property located at 2610 Holly Springs Parkway, Holly Springs, Georgia, tax parcel 005 of tax plat 93N02

Presented By: Nancy Moon, Community Development Director

G. Discuss the Limited Rating Information Agreement for Insurance-Support Organizations between Georgia Technology Authority and the City of Holly Springs

Presented By: Karen Norred, City Clerk/Human Resources Director

H. Discuss the Bulk MVR Acknowledgement from the Georgia Department of Driver Services

Presented By: Karen Norred, City Clerk/Human Resources Director

VII. REPORTS

VIII. ADJOURNMENT

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

I. CALL TO ORDER

II. NEW BUSINESS

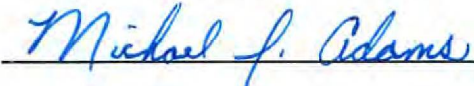
1. Approve/deny ratifying the Georgia Highway Safety Grant Application
2. Approve/deny a Commitment Letter among South State Bank, the Urban Redevelopment Agency of the City of Holly Springs, and the City of Holly Springs, Georgia for the financing of the Town center Project infrastructure needs, and to authorize the Mayor to execute the document
3. Approve/deny awarding the 2020 Local Maintenance Improvement Grant (LMIG) Asphalt Resurfacing Project to Baldwin Paving Company in an amount not to exceed \$394,669.26, ratifying the conditional Notice to Proceed and authorize the Mayor to execute the construction documents
4. Approve/deny the Service Delivery Strategy extension through October 31, 2020
5. Approve/deny a request for No Parking signs in Overlook Subdivision
6. Approve/deny CUP-03-2020, a conditional use permit for an Equipment Repair Establishment for property located at 2610 Holly Springs Parkway, Holly Springs, Georgia, tax parcel 005 of tax plat 93N02
7. Approve/deny the Limited Rating Information Agreement for Insurance-Support Organizations between Georgia Technology Authority and the City of Holly Springs and authorize the City Clerk to execute the document
8. Approve/deny the Bulk MVR Acknowledgement from the Georgia Department of Driver Services and authorize the City Clerk to execute the document

III. ADJOURNMENT

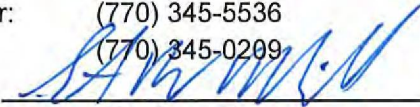
Traffic Enforcement Networks 2021
Organization: Holly Springs Police Department
TEN-2021-Holly Spri-00009-C
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed"**.

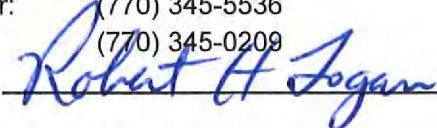
Agency Administrator *

Name:	Mr. Michael Adams	Title:	
Agency:	Holly Springs Police Department	Address:	3235 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5537	Email Address:	deptadams@gmail.com
Fax Number:		Date:	1/19/2020
Signature:			

Agency Staff *

Name:	Mr. Steven Miller	Title:	Mayor
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	smiller@hollyspringsga.us
Fax Number:	(770) 345-0209	Date:	1/19/2020
Signature:			
FEI Number:	58-1051551		

Authorized Official *

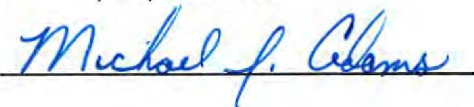
Name:	Mr. Robert Logan	Title:	City Manager
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	rlogan@hollyspringsga.us
Fax Number:	(770) 345-0209	Date:	1/19/2020
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*** NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**

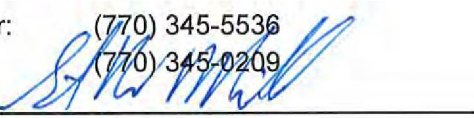
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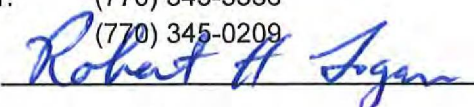
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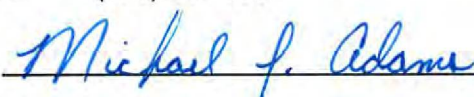
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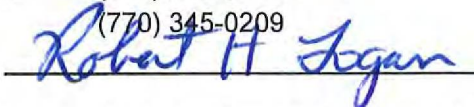
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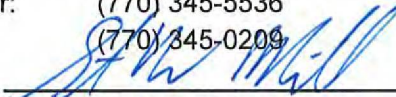
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Organization: Holly Springs Police Department
TEN-2021-Holly Spri-00009-C
Version Date: 03/19/2020 16:56:12
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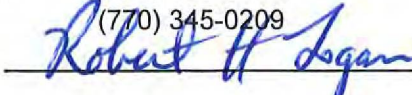
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GEORGIA HIGHWAY SAFETY GRANT APPLICATION

**Governor's Office of Highway Safety
7 Martin Luther King Jr Drive, Suite 643
Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
www.gahighwaysafety.org**

GRANT TERMS, CONDITIONS AND CERTIFICATION

GRANT TERMS AND CONDITIONS

1. AVAILABILITY OF FEDERAL FUNDS

All grant awards are contingent upon the availability of federal funds.

2. GENERAL REQUIREMENTS

As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to:

- 23 U.S.C Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 C.F.R. part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 C.F.R. part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards
- 2 C.F.R. part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3. FINANCIAL MANAGEMENT SYSTEMS

Financial management systems shall provide for accurate, current and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

4. OBLIGATION OF FUNDS

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period. The due date for the final claim will be announced by GOHS in the grant closeout letter, generally sent to grantees during the month of August.

5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION

The sub-recipient must maintain an accounting system, which identifies and separates the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The sub-recipient must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personnel services and/or enforcement hours are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;

- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

Support of salaries, wages, and enforcement hours

Where sub-recipient employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries, wages, and/or enforcement hours must be supported by semi-annual certification. This document verifies that the employee worked solely on that program for the period covered by the certification and/or enforcement hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs and/or enforcement hours within their budget must complete and submit the Semi Annual Certification Form provided by their assigned GOHS Grant Manager no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

6. COSTS

a. ALLOWABLE COSTS

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state and local laws, regulations and practices.
- not result in a profit or other increment to the sub-recipient, unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

b. UNALLOWABLE COSTS

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:

- 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, and pre-approved by GOHS.
 - 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

Contact your GOHS Grant Manager if there are any questions or concerns regarding allowable or unallowable costs.

7. EDUCATION AND TRAINING

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

8. PROGRAM INCOME

Program income means gross income earned by the sub-recipient from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form.

9. CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by 2 CFR 200.302.

For sub-recipients, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 2 CFR 200.302.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

10. REIMBURSEMENT/PAYMENT

Automated Clearing House (ACH)

- a. Effective January 1, 2012, sub-recipients are highly encouraged to receive their claim for reimbursement payment electronically. Upon receipt of GOHS award letter, sub-recipient must complete and submit the Vendor Management Form (VMF). Reimbursement could be delayed if sub-recipient fails to submit the VMF.

Sub-recipient's Reimbursement Checks

- b. Sub-recipients approved by GOHS to receive a reimbursement check must agree to cash the check within 60 days from the date listed on the face of the check. Sub-recipient understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

11. LAW ENFORCEMENT AGENCIES ONLY

In the case of grants involving traffic law enforcement activities, sub-recipient will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Sub-recipient will further ensure that said report is forwarded to the Georgia Department of Transportation within 14 days of the end of the month in which the crash occurred.

Electronic Crash Reporting and Citation Systems

- a. GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Sub-recipient's participation here provides for better data analysis.

12. EQUIPMENT

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-recipient; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purpose 2 CFR 200.313.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when any one of the following applies:

- a. The equipment item is not being used for the purposes for which it is purchased.
- b. The equipment item has a fair market value of \$5,000 or more;
- c. The sub-recipient can no longer perform established objectives detailed in the grant;
- d. If the sub-recipient fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

13. GENERAL COSTS OF GOVERNMENT (Supplanting)

The sub-recipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel and/or enforcement hours can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits/enforcement hours) previously received.
- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for more than 12 consecutive weeks (FMLA), the sub-recipient is expected to replace that employee. Contact your assigned GOHS Grant Manager for additional instructions.

NOTE: See also Grant Terms and Conditions #53 below

14. PROJECT IMPLEMENTATION

The sub-recipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

a. eGOHS Plus Login Process

Active sub-recipients utilizing eGOHS Plus are required to login at least once per grant year. This includes the Agency's Authorized Official (AO), the Agency Administrator (AA), and the Agency Staff (AS). If the AO, AA, or AS fail to use their login in eGOHS Plus within 36 consecutive months, their login status will become deactivated and then it will require the eGOHS Plus System Administrator to reactivate their status.

b. GOHS Certification Page

Sub-recipient must inform GOHS **immediately** when changes occur within the Agency's Authorized Official (AO), the Agency Administrator (AA), or the Agency Staff (AS). Sub-recipient agrees to submit a new GOHS Certification page signed by the AO, AA, and AS in blue ink. The new form must be submitted to the assigned GOHS Grant Manager no later than five (5) days after the change has been made in eGOHS Plus.

15. MODIFICATIONS/BUDGET AND PROGRAM

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the sub-recipient should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted within eGOHS Plus by the sub-recipient and approved by GOHS prior to any purchases or changes within the project. The modification is not approved until the sub-recipient receives approval notice through eGOHS Plus. Contact your assigned GOHS Grant Manager for specific instructions to request modifications.

16. MONITORING AND REPORTING PROGRAM PERFORMANCE

Sub-recipient shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported. A Final Report must be completed and submitted in eGOHS Plus after the project ends. All sub-recipients will be notified of the due date before the project ends.

Grant monitoring by GOHS personnel will be begin soon after the effective date of the grant and periodically thereafter for the duration of the project. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

17. PROCUREMENT STANDARDS

Sub-recipients will follow the same policies and procedures it used for procurement covered by their

non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The sub-recipients procurement system will provide for maximum open and free competition concerning its procurement transactions.

Sub-recipient will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Sub-recipient procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the sub-recipient should enter into state and local intergovernmental agreements for the procurement of common goods.

The sub-recipient will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior written approval from NHTSA through GOHS before being purchased.

18. REPORTS

The sub-recipient shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. A Final Report must be completed and submitted in eGOHS Plus after the project ends. All sub-recipients will be notified of the due date before the project ends.

Monthly programmatic/activity reports and claims are due to GOHS by the 20th of the following month in which services are provided. (Example: October's Reports are due in eGOHS Plus on or before November 20th.)

Should we choose to include you in an evaluation to measure the effectiveness of your grant program, you agree to cooperate fully with the evaluation and provide information related to the grant.

The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and documents in electronic form. It goes further to define the term "electronic record" as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor's Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through our eGOHS Plus program. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the eGOHS Plus adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS authorized payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the sub-recipient.

19. PROPERTY MANAGEMENT

Non-expendable tangible personal property acquired by the sub-recipient wholly or in part with federal funds, will have title vested in the sub-recipient subject to the following management requirements and restrictions on use and disposition of the property:

A. Insurance

Sub-recipient are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.

- B. The sub-recipient shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds. **(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 120 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for sub-recipient to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:
1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- C. When original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
- Items with an original purchase price of \$5,000.00 or more must receive written approval from The National Highway Traffic Safety Administration through GOHS prior to disposal.

20. PUBLIC INFORMATION AND EDUCATION

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed-captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special written permission has been granted by GOHS. GOHS may also seek approval from The National Highway Traffic Safety Administration.

21. PRODUCED MATERIALS/ ITEMS

Materials/items produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials/items developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the request for payment of such material/item, the sub-recipient shall submit to GOHS all materials/items produced as part of the grant.

22. OBSERVANCE OF NATIONAL SAFETY WEEKS

All sub-recipients shall assist the Governor's Office of Highway Safety in promoting the observance of "National Child Passenger Safety Week" (September); "Click It or Ticket" (May and November); "Drive Sober or Get Pulled Over" (Operation Zero Tolerance) (July, September, and December) and "100 Days of Summer H.E.A.T." (Summer Months) as requested.

23. SELF-SUFFICIENCY ASSURANCE

State and local agencies must demonstrate the willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

24. SUBCONTRACTS

If a sub-recipient needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor. All costs associated with contractual services must meet the same requirements for reimbursement as those for the sub-recipient.

25. TRAVEL

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the sub-recipient agency in its regular operations.

Should a sub-recipient not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations should be used. Travel costs are only reimbursed for personnel funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved by GOHS *prior* to making travel arrangements. Travel arrangements include conference registrations, flights, hotel, etc. The sub-recipient must have funds available in their grant to cover the expenses. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for out-of-state travel must be submitted in eGOHS Plus on the Travel Authorization Form. Please provide GOHS at least one month to grant approval. Unforeseen travel expenses may be reimbursed with the GOHS Director's (or designee) approval.

On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Sub-recipients must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

26. PERFORMANCE

This grant may be terminated or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the sub-recipient fails to

perform the services described herein, and has previously received financial assistance from GOHS, the sub-recipient shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

27. GRANT CLOSEOUT PROCEDURES

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld or sub-recipients may be prohibited from incurring additional expenses, if a sub-recipient has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the sub-recipient has failed to comply with the conditions of the grant. Also a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced and delivered prior to September 30.

28. APPLICABLE FEDERAL REGULATIONS:

Sub-recipients must comply with all applicable federal and state laws and requirements including those in 2 CFR 200 which supersede the following Office of Management and Budget (OMB) Circulars:

- OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Government
- A – 21 - Cost Principals for Educational Institutions
- OMB Circular A-133 - Audit of State and Local Governments, Non-Profit Organizations (same as 2CFR 200.500)
- OMB Circular A-122 - Cost Principles for Non-profit Organizations

Note: OMB Circulars may be viewed on the internet at:

<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>

29. APPLICABLE STATE REGULATIONS:

- O.C.G.A. § 10-12-1

Note: State of Georgia: <https://law.justia.com/codes/georgia/2010/title-10/chapter-12/>

30. AUDIT REQUIREMENTS

Sub-recipient agrees to comply with the following audit requirements:

Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions OMB Circular A-133. An entity includes not only the sub-recipient, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws

and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Federal Domestic Assistance (CFDA) number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and OMB Circulars A-133 or A-110 whichever is applicable.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.
- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The sub-recipient's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

31. ACCESS TO RECORDS

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers, equipment purchased with federal funds, and records of the sub-recipient or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

32. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS

The sub-recipient, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes, but is not limited to the following Sections of the Official Code of Georgia Annotated.

- | | |
|----------|---|
| 24-3-17 | Admissibility of certified copies of records of Department of Public Safety or Department of Driver Services or comparable agencies in other states; admissibility of computer transmitted records |
| 40-6-278 | The commissioner of transportation shall prescribe, by rule, uniform motor vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal. |
| 40-13-1 | The commissioner of driver services shall develop a uniform traffic citation and complaint form for use by all law enforcement officers who are empowered to enforce the traffic laws and ordinances in effect in this state. |
| H.B. 489 | Service Delivery Strategy Act |

33. COURT PAY

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

34. NONDISCRIMINATION

The State highway safety agency and subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit Discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part

35. BUY AMERICA ACT

The State and each subrecipient will comply with provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

36. POLITICAL ACTIVITY (HATCH ACT)

The sub-recipient will comply as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

37. CONFLICTS OF INTEREST

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-recipient shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-recipient shall avoid any action which might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program.

3. The sub-recipient certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees and the state of Georgia, have not been violated and will not be violated in any respect.

38. COPY RIGHT

Except as otherwise provided in the terms and conditions of this grant, the sub-recipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-recipient purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

39. RECORD RETENTION

All financial, statistical and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving sub-recipient's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

40. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS

Sub-recipients must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

41. CONFIDENTIAL INFORMATION

Any reports information, data given to or prepared or assembled by the sub-recipient under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the sub-recipient without prior written approval GOHS.

42. DRUG-FREE WORK PLACE CERTIFICATION

The sub-recipient will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - i) The dangers of drug abuse in the workplace.
 - ii) The sub-recipient's policy of maintaining a drug-free workplace.
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace.

- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - i) Abide by the terms of the statement.
 - ii) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –
 - i) Taking appropriate personnel action against such an employee, up to and including termination.
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

43. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES

According to NHTSA Grants Funding Policy, Part II, A. (3), costs for the following items are subject to compliance with any applicable standards and specifications established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet U.S. CPSC (Consumer Product Safety Commission) standards or those of the Snell Memorial Foundation.

44. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The state will comply with FFATA guidance by reporting to FSRS.gov for each sub-grant award:

- a) Name of the entity receiving the award;
- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title

- descriptive of the purpose of each funding action;
- e) A unique identifier (DUNS);
 - f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
 - i) The entity in the preceding fiscal year received –
 - 1. Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
 - 2. \$25,000,000.00 or more in annual gross revenues from Federal awards; and
 - ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
 - g) Other relevant information specified by the Office of Management and Budget guidance.

45. COMPLIANCE AGREEMENT

The sub-recipient agrees to abide by all Terms and Conditions including “Special Conditions” placed upon the grant award by GOHS. Failure to comply could result in a “Stop Payment” being placed on the grant and/or repayment by the sub-recipient of costs deemed unallowable.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

46. RACIAL PROFILING

If any agency or organization is found to have engaged in “racial profiling,” GOHS reserves the right to terminate the grant immediately. The term “racial profiling” means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

47. LOBBYING

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

48. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

49. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective

primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or

- local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

50. POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging while Driving, sub-recipients are encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving:
 - Company-owned or Government-owned, leased or rented vehicles; or
 - Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

51. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The state and each sub-recipient will not use 23 USC Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

52. LAW ENFORCEMENT VEHICULAR PURSUITS

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect. (23C 402(j))

53. ENFORCEMENT HOURS- LAW ENFORCEMENT

Federal grant funds may not be used for activities considered “general costs of government” (2 CFR § 200.444) according to long-standing Federal law, codified in the government-wide rule for Federal grants (the Supercircular), unless specifically allowed under the Federal statute or regulation. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444 (a) (4-5)).

- Training for a non-grant-related purpose, such as to satisfy employer or professional requirements, and compensations costs for the time spent in that training are **NOT** allowable costs. (EX: General POST training to maintain certification is not an allowable expense)
- Cell phones, cell phone service, body cameras, etc are not allowable since they are generally assigned to a single person and considered “General Costs of Government.”

54. SEXUAL HARASSMENT PREVENTION

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to

accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

- (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond, Series 2020

DATE: March 31, 2020

RECOMMENDATION: To authorize the Mayor to execute the commitment letter issued by South State Bank dated March 31, 2020.

REPORT-IN-BRIEF: The City of Holly Springs Town Center Project site development, parking deck design, stormwater infrastructure and related construction are currently underway. The estimated total budget for this work is approximately \$3,000,000. South State Bank has issued a commitment letter to finance this phase of the Town Center Project for a term of fifteen (15) years at a fixed rate of 2.35% with semi-annual payments of principal and interest starting on December 1, 2022.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: During the construction period of the bond, interest accruals are due semi-annually. Principal and interest retirement will begin on December 1, 2022 and extend through June 1, 2035. The City of Holly Springs may prepay the bonds from proceeds of sales within the Town Center Project during the first seven years without penalty. There is no prepayment penalty after year seven (7).



March 31, 2020

Rob Logan
City of Holly Springs
Urban Redevelopment Agency of the City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

Dear Rob,

South State Bank (hereinafter, the “Bank”) is pleased to commit to you the following credit facility (hereinafter the “Loan”), subject to the following terms and conditions.

Borrower: Urban Redevelopment Agency of the City of Holly Springs (“Borrower”)

Type: Bank Qualified Tax Exempt, Term Loan

Purpose: Proceeds will be used for the financing of infrastructure needs.

Loan Amount: The principal amount of the loan will not exceed three million & no/100 dollars (\$3,000,000)

Interest Rate, Fee, and Repayment Terms: A tax-exempt, fixed rate of 2.35%, subject to confirmation from bond counsel of tax exemption and bank qualified.

Interest calculations will be based on the actual number of days outstanding and a 360-day year. The loan will have a 24 month draw period. The loan will be payable in semi-annual payments of principal and interest on June 1st and December 1st of each year. The loan will mature in June 2035, at which time all unpaid interest, principal, and fees will be due and payable. See amortization schedule below.

Date	Days In Period	Interest Due	Principal Due	Ending Principal Balance	Payment Amount	Balloon
June 1, 2020				\$ 3,000,000.00		
December 1, 2020	183.00	\$ 35,837.50		\$ 3,000,000.00	\$ 35,837.50	\$ 3,035,837.50
June 1, 2021	182.00	\$ 35,641.67		\$ 3,000,000.00	\$ 35,641.67	\$ 3,035,641.67
December 1, 2021	183.00	\$ 35,837.50	\$ -	\$ 3,000,000.00	\$ 35,837.50	\$ 3,035,837.50
June 1, 2022	182.00	\$ 35,641.67		\$ 3,000,000.00	\$ 35,641.67	\$ 3,035,641.67
December 1, 2022	183.00	\$ 35,837.50	\$ 115,384.62	\$ 2,884,615.39	\$ 151,222.12	\$ 3,035,837.50
June 1, 2023	182.00	\$ 34,270.83	\$ 115,384.62	\$ 2,769,230.77	\$ 149,655.45	\$ 2,918,886.22
December 1, 2023	183.00	\$ 33,080.77	\$ 115,384.62	\$ 2,653,846.16	\$ 148,465.38	\$ 2,802,311.54
June 1, 2024	183.00	\$ 31,702.40	\$ 115,384.62	\$ 2,538,461.54	\$ 147,087.02	\$ 2,685,548.56
December 1, 2024	183.00	\$ 30,324.04	\$ 115,384.62	\$ 2,423,076.93	\$ 145,708.65	\$ 2,568,785.58
June 1, 2025	182.00	\$ 28,787.50	\$ 115,384.62	\$ 2,307,692.31	\$ 144,172.12	\$ 2,451,864.43
December 1, 2025	183.00	\$ 27,567.31	\$ 115,384.62	\$ 2,192,307.70	\$ 142,951.92	\$ 2,335,259.62
June 1, 2026	182.00	\$ 26,045.83	\$ 115,384.62	\$ 2,076,923.08	\$ 141,430.45	\$ 2,218,353.53
December 1, 2026	183.00	\$ 24,810.58	\$ 115,384.62	\$ 1,961,538.47	\$ 140,195.19	\$ 2,101,733.66
June 1, 2027	182.00	\$ 23,304.17	\$ 115,384.62	\$ 1,846,153.85	\$ 138,688.78	\$ 1,984,842.63
December 1, 2027	183.00	\$ 22,053.85	\$ 115,384.62	\$ 1,730,769.24	\$ 137,438.46	\$ 1,868,207.70
June 1, 2028	183.00	\$ 20,675.48	\$ 115,384.62	\$ 1,615,384.62	\$ 136,060.10	\$ 1,751,444.72
December 1, 2028	183.00	\$ 19,297.12	\$ 115,384.62	\$ 1,500,000.01	\$ 134,681.73	\$ 1,634,681.74
June 1, 2029	182.00	\$ 17,820.83	\$ 115,384.62	\$ 1,384,615.39	\$ 133,205.45	\$ 1,517,820.84
December 1, 2029	183.00	\$ 16,540.38	\$ 115,384.62	\$ 1,269,230.78	\$ 131,925.00	\$ 1,401,155.77
June 1, 2030	182.00	\$ 15,079.17	\$ 115,384.62	\$ 1,153,846.16	\$ 130,463.78	\$ 1,284,309.94
December 1, 2030	183.00	\$ 13,783.65	\$ 115,384.62	\$ 1,038,461.55	\$ 129,168.27	\$ 1,167,629.81
June 1, 2031	182.00	\$ 12,337.50	\$ 115,384.62	\$ 923,076.93	\$ 127,722.12	\$ 1,050,799.05
December 1, 2031	183.00	\$ 11,026.92	\$ 115,384.62	\$ 807,692.31	\$ 126,411.54	\$ 934,103.85
June 1, 2032	183.00	\$ 9,648.56	\$ 115,384.62	\$ 692,307.70	\$ 125,033.17	\$ 817,340.87
December 1, 2032	183.00	\$ 8,270.19	\$ 115,384.62	\$ 576,923.08	\$ 123,654.81	\$ 700,577.89
June 1, 2033	182.00	\$ 6,854.17	\$ 115,384.62	\$ 461,538.47	\$ 122,238.78	\$ 583,777.25
December 1, 2033	183.00	\$ 5,513.46	\$ 115,384.62	\$ 346,153.85	\$ 120,898.08	\$ 467,051.93
June 1, 2034	182.00	\$ 4,112.50	\$ 115,384.62	\$ 230,769.24	\$ 119,497.12	\$ 350,266.36
December 1, 2034	183.00	\$ 2,756.73	\$ 115,384.62	\$ 115,384.62	\$ 118,141.35	\$ 233,525.97
June 1, 2035	182.00	\$ 1,370.83				\$ 116,755.46

A commitment fee of \$0 will be earned by Bank upon your acceptance of this commitment and payable at closing or upon expiration of any accepted commitment.

Collateral: The collateral for the Loan will consist of an assignment of the Borrower’s interest in the intergovernmental contract (hereinafter, the “Contract”) between the Borrower and the City of Holly Springs, GA.

Security: The full faith, credit and taxing authority of the City of Holly Springs, Georgia, will be irrevocably pledged.

The legal opinion of bond counsel satisfactory to Bank that the Note: constitutes a valid and binding obligation of Borrower: will be “Qualified Tax Exempt Obligation” within the meaning of Section 265 (b) (3) (B) of Internal Revenue Code of 1986, as amended: and will be exempt from all Federal, State, County, and Municipal taxes.

Opinions: This commitment is contingent on a satisfactory review by the Bank’s attorney of the opinion letters issued by the bond counsel and counsel for the Borrower. If the opinion letters provided by counsel are deemed unacceptable in the Bank’s sole discretion, this commitment will be void.

Financial Information and Requirements: Borrower and any Guarantors agree, as a condition of the Loan and until the Loan has been fully repaid, to the following:

As affirmative covenants, Borrower and the City of Holly Springs, GA agree to:

1. Furnish to Bank the fiscal year-end audited financial statements of the City of Holly Springs issued by satisfactory accountants in a format satisfactory to Bank.
2. Inform Bank immediately of any material adverse change in financial condition of the City of Holly Springs, and furnish to Bank whatever information on the City of Holly Springs' financial condition that Bank may reasonably require.

Prepayment: The bond may be prepaid in part without penalty from amounts received from the sale of properties financed with Bond proceeds. The Loan will be subject to prepayment from the proceeds of another institution at a price of 101% of the par value for year's one through seven.

Assignability: Borrower cannot assign this commitment without Bank's prior written approval, nor shall any third party rely hereon or be deemed a party beneficial hereby.

Material Adverse Change: This commitment is conditioned upon there having occurred no material adverse change in the business, assets, liabilities, financial condition, results of operations, or business prospects of the Borrower, guarantor, collateral, or upon the ability of the Borrower to perform its material obligations arising under the Loan and any loan documents.

Closing Requirements: Closing requirements for a loan of this nature will apply, to be determined by Bank and its counsel, and can be furnished to you or your attorney upon acceptance of this commitment. Borrower will pay all fees and expenses of Bank in connection with the Loan. In connection with the closing, Borrower's counsel may be asked to provide an opinion letter to Bank as to the validity and enforceability of the Loan documents and such other matters as Bank may reasonably require. **Bank will require appropriate bond validation and opinion letter confirming this debt as "tax exempt and bank qualified" to be eligible for the rate quoted above.**

You may indicate your acceptance of the terms and conditions offered by signing below and returning the original copy of this letter to Bank. If not accepted by April 15, 2020, and if a resulting loan is not closed by June 1, 2020, then this commitment will expire and neither Bank nor Borrower will be obligated hereunder.

It is a pleasure to extend this financing offer. We look forward to hearing from you and having the opportunity to provide the City of Holly Springs financial services.

Sincerely,

Jeffery R. Mitchell
Senior Vice President

This commitment is agreed to and accepted this _____ day of April 2020.

Urban Redevelopment Agency of the City of Holly Springs

By _____

Its _____

City of Holly Springs

By _____

Its _____



March 17, 2020

City of Holly Springs
Attn: Mr. Rob Logan, City Manager
PO Box 990
Holly Springs, GA 30142

Subject: Award Recommendation – 2020 LMIG Resurfacing Project

Dear Mr. Logan:

Technical evaluation of the bids submitted for the 2020 LMIG Resurfacing project has been completed. A thorough review has confirmed that each proposal met all of the prescribed requirements. The table below summarizes the bidders and their prospective bids.

RANK	BIDDER	AMOUNT
1	Baldwin Paving Company	\$ 394,669.26
2	Northwest Georgia Paving	\$451,525.50
3	CW Matthews Contracting Company	\$462,060.00
4	East Coast Grading	\$479,696.55
5	Blount Construction Company	\$482,397.23
6	Bartow Paving Company	\$498,950.75
7	Lori's Transportation and Excavation	\$571,915.42
8	ShepCo Paving Company	\$572,104.64

Complete bid packages for all bidders (excluding Baldwin Paving) are included as Enclosures 1-7. They are being returned for safekeeping until the contract has been awarded. Bid Bonds will need to be returned to the remaining bidders at your earliest opportunity.

Baldwin Paving Company submitted the qualifying low bid of \$394,669.26. Their bid is 24% lower than the engineer's estimate and approximately 12.5% lower than the next qualifying bid (Northwest Georgia Paving). Therefore, I recommend award of the 2020 LMIG Resurfacing contract to Baldwin Paving Company. I have included the bid tabulation for your review as Enclosure 8.

Furthermore, a Notice of Award has been included to Baldwin Paving Company as Enclosure 9. It should be placed on City letterhead and, upon award, mailed to Baldwin Paving Company at 1014 Kenmill Drive, N.W., Marietta, GA 30060. The final contract

103 Mountain Brook Drive Suite 112, Holly Springs GA, 30115

phone: 678-522-5601



March 17, 2020
City of Holly Springs
Page 2

documents will be prepared for signatures and forwarded for execution while we await Payment Bonds, Performance Bonds, and Certificates of Insurance from the contractor. When these items are received and the contracts have been executed, a Notice to Proceed will be issued.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hughes".

Jacob Hughes, P.E.
Consultant City Engineer

Cc: Project File

ENCL: (1) Bid Package, Northwest GA Paving
 (2) Bid Package, CW Matthews
 (3) Bid Package, East Coast Grading
 (4) Bid Package, Blount Construction Company
 (5) Bid Package, Bartow Paving
 (6) Bid Package, Lori's Transportation and Excavation
 (7) Bid Package, ShepCo Paving
 (8) Bid Tabulation
 (9) Notice of Award

Bid Schedule FY 2020 LMIG & Asphalt Resurfacing Project												
					Unit Prices							
Line No.	Item Number	Description	Unit	Quantity	1	2	3	4	5	6	7	8
					Baldwin Paving	Northwest GA Paving	CW Matthews	East Coast Grading	Blount Construction Company	Bartow Paving	Lori's Transportation and Excavation	ShepCo Paving
0005	150-1500	TRAFFIC CONTROL - 2020-02	LS	1	\$ 15,913.89	\$ 50,000.00	\$ 110,295.00	\$ 15,000.00	\$ 15,451.62	\$ 85,750.00	\$ 17,850.00	\$ 37,500.00
0010	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	TN	1186	\$ 116.67	\$ 115.00	\$ 115.00	\$ 125.00	\$ 137.35	\$ 115.00	\$ 161.50	\$ 164.54
0015	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1945	\$ 84.70	\$ 95.00	\$ 75.00	\$ 97.00	\$ 100.75	\$ 94.00	\$ 118.32	\$ 104.57
0020	413-1000	BITUM TACK COAT	GL	1500	\$ 3.00	\$ 0.01	\$ 0.01	\$ 5.00	\$ 2.82	\$ 8.00	\$ 5.10	\$ 5.00
0025	432-0210	MILL ASPH CONC PVMT, 2 1/2 IN	SY	21331	\$ 2.40	\$ 3.00	\$ 2.50	\$ 3.75	\$ 3.96	\$ 3.00	\$ 4.32	\$ 5.15
0030	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	15840	\$ 0.61	\$ 0.50	\$ 0.50	\$ 1.26	\$ 0.60	\$ 0.55	\$ 1.02	\$ 0.58
0035	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	15965	\$ 0.61	\$ 0.50	\$ 0.50	\$ 1.26	\$ 0.60	\$ 0.55	\$ 1.02	\$ 0.58
0040	653-1706	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	30	\$ 18.26	\$ 15.00	\$ 8.50	\$ 7.20	\$ 10.20	\$ 16.50	\$ 5.10	\$ 9.00
Total					\$ 394,669.26	\$ 451,525.50	\$ 462,060.00	\$ 479,696.55	\$ 482,397.23	\$ 498,950.75	\$ 571,915.42	\$ 572,104.64



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</i> http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.

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.

Handwritten signatures and initials:
DCA
ML
SK

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.

Court Services including District Attorney, Juvenile, Family, Superior and State Courts, Development Authority, Health Department, and Sheriff's Office including Law Enforcement, Uniform Patrol and Jail Operations.

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.

Handwritten signature and initials in blue ink, including the date 9/03 and the initials MHL.



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:

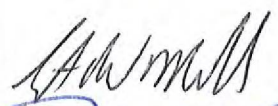
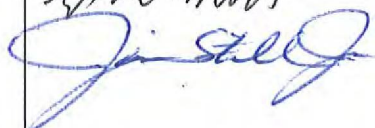
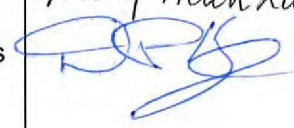
1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing **ALL** local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

Select <u>1</u> box, below	Type End-Year Below
☐ February 28,	2020
☐ 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).

[Handwritten signature]
MA
SL

SDS FORM 5, continued

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CHEROKEE COUNTY</u>	Chairman	Harry Johnston		
<u>BALL GROUND</u>	Mayor	Rick Roberts, III		
<u>CANTON</u>	Mayor	Bill Grant		
<u>HOLLY SPRINGS</u>	Mayor	Steven W. Miller		4/7/20
<u>MOUNTAIN PARK</u>	Mayor	Jim Still, Jr.		4/6/2020
<u>NELSON</u>	Mayor	Sylvia Green		
<u>WALESKA</u>	Mayor	Mary Helen Lamb		4/7/2020
<u>WOODSTOCK</u>	Mayor	Donald P. Henriques		4/6/2020



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

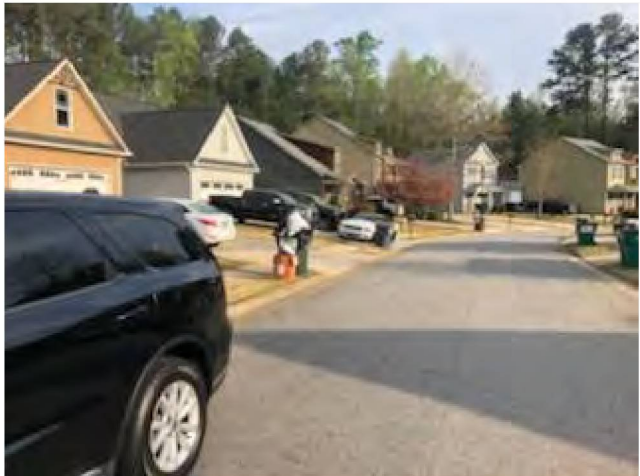
SUBJECT: Approval of No Parking Signs-Overlook Subdivision

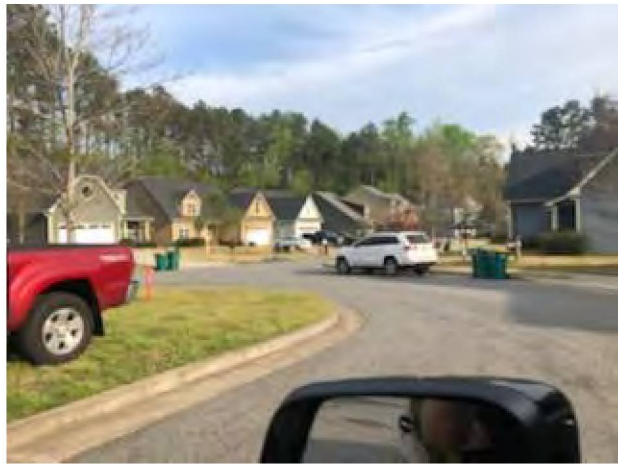
DATE: April 8, 2020

MEETING DATE: April 13, 2020

The City has had numerous complaints about cars being parked on the street, on the sidewalk, and in the landscaped island in the cul-de-sac in Overlook Subdivision (residential community behind Hi-Caliber and Riverstone Graphics). This presents numerous problems including but not limited to driveways being blocked, prevention of mail and other items from being delivered, and prevention of fire and rescue vehicles from being able to gain full access. Residents within the neighborhood have requested that no parking signs be installed. Deputy Chief Keheley has provided pictures of some of the issues and an email in support of the installation of no parking signs.

Below are the pictures:





A couple of pictures received from residents are below:



CONCURRENCES

Deputy Chief Keheley

City Manager Rob Logan

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Email from Deputy Chief Keheley

From: [Tommy Keheley](#)
To: [Rob Logan](#); [Nancy Moon](#)
Cc: [Michael Carswell](#)
Subject: OVERLOOK CIRCLE PARKING 04/07/20 thru 04/08/20
Date: Wednesday, April 08, 2020 10:26:34 AM

Mr. Logan
Ms. Moon

On the morning of 04/07/20, I received a request from Mr. Logan to provide facts and a recommendation for parking on Overlook Circle. Ms. Moon had received a complaint from a resident about persons parking in the street which made navigation difficult. I personally drove to the location in question to observe any parking issues that might exist.

The street is narrow and curves to the left as you enter the neighborhood. The street is lined with cluster type houses with various size lots. Only one vehicle, a white Jeep Grand Cherokee, was observed parked in the street near the cul de sac. There is a raised island in the center of the cul de sac with two trees and grass. Parked in this raised island was a red Toyota Tacoma pickup. At another location was a white Ford Mustang convertible that tried to park parallel to the street in a driveway, but the mustang actually blocked the sidewalk. Pictures were taken of all the above vehicles showing where they were parked.

On the morning of 04/08/20, I drove to the location again. Today, there were three cars or trucks parked in the street along with the Mustang that was parked parallel on the day before.

Due to the difficulty of navigation for larger public safety equipment, it is the recommendation of the Holly Springs Police Department to make Overlook Circle a NO PARKING street.

Respectfully
Tommy L. Keheley
Deputy Chief



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: CUP-03-2020, applicant requests a conditional use permit for an Equipment Repair Establishment for property located at 2610 Holly Springs Parkway, Holly Springs, GA, tax parcel 005 of tax plat 93N02

DATE: April 3, 2020

COUNCIL MEETING DATE: April 13, 2020

RECOMMENDATION

Applicant, Israel Ortega Grippa, has requested a Conditional Use Permit for an Equipment Repair Establishment, for property located on Holly Springs Parkway, parcel 005 of tax plat 93N02. The property is zoned GC, General Commercial. The applicant wishes to rent space from the owner in order to operate his business for repair of construction equipment. Currently, the business being operated on the property by the owner consists of a motorcycle repair shop and a storage lot for trailers, campers, and construction equipment. These uses are grandfathered as they currently exist and may not be enlarged. They are considered to be nonconforming uses. The use requested by the applicant is for repair of construction equipment. **This was clarified at the public hearing with Planning Commission to consist of small equipment such as paint sprayers, generators, and pressure washers. Examples are included within the packet.** This proposed use is not listed as a permitted use or a conditional use within the GC district. Per Article 5, Section 5.2-8.C of the Holly Springs Zoning Ordinance:

Certain uses proposed that cannot be classified as a permitted use in the General Commercial Zoning District, or any other zoning district, must receive a conditional use permit from Mayor and Council, prior to the issuance of an occupational tax license.

In addition to being located within the GC zoning district, the property is also located within the Town Center District and is subject to the Commercial Corridor Design Overlay District Guidelines. This ordinance specifically states that, "Projects that do not meet the abovementioned criteria for mixed-use developments shall be allowed only the permitted uses stipulated in the underlying zoning district." (The previous section referred to encourages a mix of retail, restaurants, cultural activities, entertainment, and similar services uses.) In addition, neither ordinance allows outdoor storage.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	NORTH:	Office
SOUTH:	GC	SOUTH:	Office/Church
EAST:	GC	EAST:	Office/Residential
WEST:	GC	WEST:	Office/Residential

B. Zoning Proposal Review Standards; Study Required for Amendment

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

The use is permitted only by the issuance of a Conditional Use Permit in the GC zoning district. While the current use of the property may be similar, this particular use is not grandfathered and is not consistent with the Town Center guidelines. However, with adequate inside storage, the use could be carried out without impacting the area negatively.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The property is already developed and the approval of this request will not create additional structures at this time.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The property is zoned GC and this use may be permitted only with the approval of a conditional use permit. As currently zoned, all permitted uses within the GC zoning district would be allowed.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

This request will not result in a use that would cause an excessive or burdensome use of utilities, streets, or other public services. The site is already developed and will have no impact on the local school system.

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

The Future Development Map identifies this area as Town Center. This character area consists of a compact area corresponding with the City's downtown. Acceptable uses include residences, businesses, offices, civic buildings and uses, entertainment space, institutional, and mixed-use developments. In addition, this character area is proposed to incorporate redevelopment and revitalization objectives of a compact, pedestrian-friendly downtown. Within this character area, participation of other agencies such as the Downtown Development Authority and/or the Planning and Zoning Commission will be required in terms of development planning.

Application: Holly Springs Town Center

Primary Future Land Uses: Mix of uses including commercial, office, government, residential, and park.

Zoning Districts: PD-C, NC, GC, OI, GV, MXD-1, MXD-2

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

This zoning proposal and conditional use permit request is not in conformity with the policies and intent of the Comprehensive Plan. The request is not consistent with the City's "Future Development Map" that projects a more pedestrian-friendly service-oriented development pattern. Furthermore, the proposal is not in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Commercial Uses. Use the character areas and the Future Development Map (FDM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities. (8.1, #1)**
- b) **Land Use Decisions. Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals. (8.1, #22)**
- c) **Desirable Businesses. Encourage the location of additional service-oriented businesses, such as doctors, accountants, attorneys and other small practitioners, especially in the town center. (8.3, #2)**
- d) **Protect and enhance the community's unique qualities. This may be achieved by maintaining the downtown as a focal point of the community; fostering compact, walkable, mixed-use development; protecting and revitalizing historic areas of the community; encouraging new development that is compatible with the traditional features of the community; or protecting scenic and natural features that are important to defining the community's character. (Quality Community Objective, #5)(9.1, #1)**
- e) **Automobile-related facilities and services are not appropriate in the Holly Springs Town Center because they do not facilitate pedestrian friendly design, and thus, new highway business uses are discouraged in that area. (9.1, #6)**

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

No further development is planned with the approval of this application.

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

The site is already developed and the use is not a use that is planned for the town center district.

C. Conditional Use Proposal Review Standards

Under Attachment B in the application, the City asks each CUP applicant to complete 16 questions related to the proposed use. The applicant has completed these questions and they are attached in the Conditional Use Permit application.

The ordinance does not have any regulations listed for this specific use.

D. Summary

The proposed conditional use permit request for an Equipment Repair Establishment does not meet the intention of the Town Center district as defined in the Zoning Ordinance, Commercial Corridor Design Overlay District Guidelines, or the Comprehensive Plan. However, with the existing uses already on the property and placing restrictions on the proposed use, the use could be approved with minimal impact to the surrounding area.

E. Planning Commission Recommendation

Planning Commission conducted a public hearing on February 13, 2020. No public comments were made. Planning Commission voted to recommend **APPROVAL** (5-0) of the Conditional Use Permit with the following stipulations: 1) All equipment storage and maintenance shall be conducted inside the existing structures; 2) Property shall be used only for small engine repair limited up to and including 5 horsepower engines; and 3) Use is restricted to the tenant, Atlanta Machines and Services.

F. Staff Recommendation

Based on the analysis and information received at the public hearing, Staff recommends **APPROVAL** of the Conditional Use Permit request to allow an **Equipment Repair Establishment**, with the following stipulations:

1. All equipment storage, repair, and maintenance shall be conducted inside the existing structures. No outdoor storage will be permitted.
2. The Conditional Use Permit is approved only for small engine repair limited up to and including five (5) horsepower engines.

3. The Conditional Use Permit is restricted to the tenant, Atlanta Machines and Services, and shall not be transferred to any other business.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

CUP-03-2020
Location Map
Conditional Use Permit Request

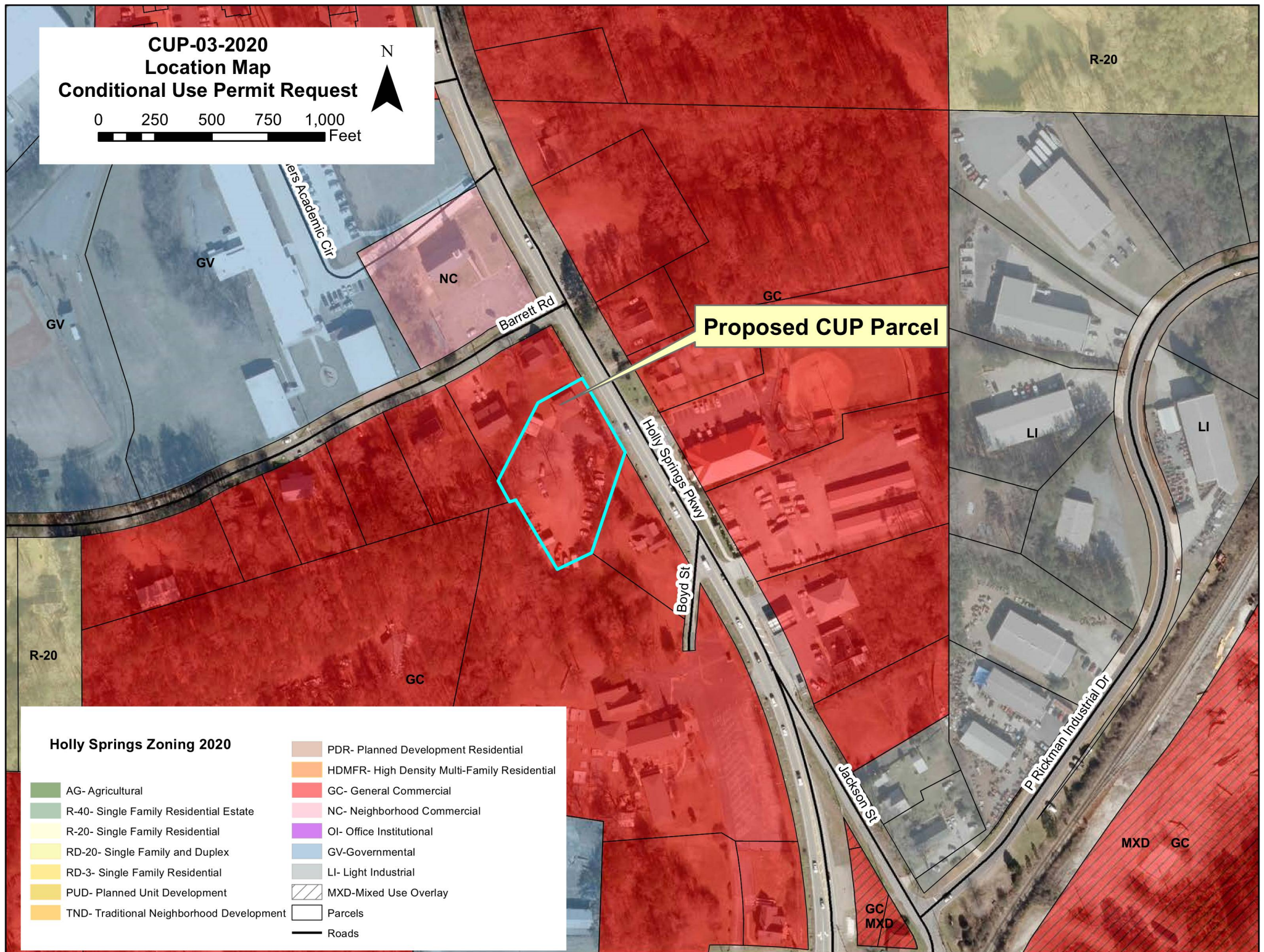
0 250 500 750 1,000 Feet



Proposed CUP Parcel

Holly Springs Zoning 2020

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





MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Application Procedures, See p. 8



APPLICATION MA-_____

APPLICATION CUP- 03-2020

HEARING DATE _____

DATE OF APPLICATION 2/10/2020

APPLICANT Israel Ortega Grippa

OWNER Cyril Vital
(If other than applicant)

ADDRESS _____

ADDRESS _____

CANTON GA 30114

CANTON

ZIP CODE 30114 PHONE _____

ZIP CODE 30115 PHONE _____

EMAIL lOrtega@atlantamachines.com

SIGNATURE _____

SIGNATURE _____

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

PRESENT ZONING DISTRICT(S) GC

REQUESTED ZONING DISTRICT _____

REQUESTED CONDITIONAL USE(S) GC

PROPERTY LOCATION/ADDRESS 3866 Holly Springs Pkwy, Canton GA 30142

MAP NUMBER 93N02 005

PARCEL NUMBER(S) 15-0305-001

LAND LOT(S) 0305

DISTRICT(S) _____ SECTION(S) _____

ACREAGE 0.88 SEWAGE DISPOSAL TYPE _____ UTILITIES AVAILABLE _____

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:
Repair and maintenance of construction equipment for residential, sale of accessories, parts and supplies.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

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

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:		CITY COUNCIL DECISION:	
APPROVED _____	STIPULATIONS _____	APPROVED _____	STIPULATIONS _____
DISAPPROVED _____	TABLED _____	DISAPPROVED _____	TABLED _____



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

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

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

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.

☒ YES ☐ NO or IF NOT:

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

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

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

Signature

Date

Title

Legal Company Name

Company Address

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS
DAY OF January, 2020

Notary Public



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

ATTACHMENT B

For Conditional Use Permit Requests, please answer the following questions on a separate sheet of paper.

1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5.
2. State the proposed business name, brand, flag, and/or franchise.
ATLANTA MACHINES & SERVICES, LLC.
3. Explain in detail what services the proposed conditional use business will provide.
REPAIR AND MAINTENANCE OF CONSTRUCTION EQUIPMENT FOR RESIDENTIAL WORK, Access + Paris
4. Has a business plan or model been completed for this proposed conditional use business?
YES
5. Why was this specific location chosen for this proposed establishment?
EXPOSURE
6. What is the projected date that the proposed conditional use business will open?
AS SOON AS WE RECEIVE THE NEEDED PERMIT AND LICENSE
7. How many employees are expected to work at the proposed conditional use business?
THREE
8. What are the expected hours of operation for the proposed conditional use business?
8:30 TO 5PM
9. What licensing requirements, if any, are mandated by the state for this business to operate? Do the proprietors of this business already possess these credentials?
A CORPORATE REGISTRATION AND A STATE TAX IDENTIFICATION NUMBER. YES.
10. Does the proposed conditional use business conform with the nearby uses already in existence?
NO
11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available? YES AND NO STUDY AVAILABLE
12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties? NO
13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence? NO
14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area? YES
15. Will the business have adequate facilities and parking to accommodate the proposed use? YES
16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile?
NO

ATTACHMENT A

DISCLOSURE

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

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

_____ YES X _____ NO

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

_____ YES X _____ NO

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

_____ YES X _____ NO

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

_____ YES X _____ NO

2-10-2020

DATE

Israel Ortega Grippa

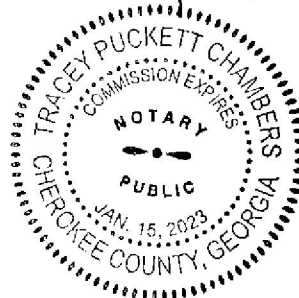
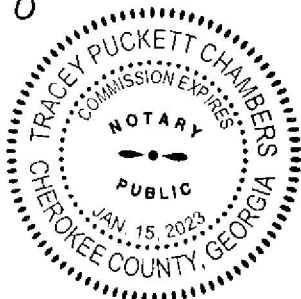
APPLICANT NAME PRINTED

[Signature]

APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:





City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

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

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☒ YES ☐ NO or IF NOT:

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

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

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

[Signature]
Signature

2/18/2020
Date

Business owner
Title

Biker + Spikes DBA South Wind Motorcycles
Legal Company Name

3865 Holly Springs Pkwy,
Company Address

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS

18th DAY OF February, 2020

[Signature]
Notary Public



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

ATTACHMENT A

DISCLOSURE

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

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

_____ YES _____ ☒ NO

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

_____ YES _____ ☒ NO

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

_____ YES _____ ☒ NO

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

_____ YES _____ ☒ NO

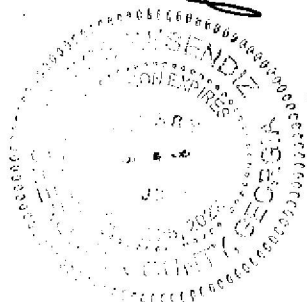
2/18/2020
DATE

Cyril Vital
APPLICANT NAME PRINTED

[Signature]
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:



Geocortex Essentials Parcel Report

Cherokee County, GA

TIN: 93N02 005

Report generated 3/6/2020 1:10:37 PM



Vicinity Map

1: 17,934.48



Tax parcel highlighted in cyan

1: 2,448.55

Tax Parcel Information

TIN: 93N02 005

PIN: 15-0305-0001

Owner: VITAL, CYRIL JR

Billing Address: 980 HOLLY LANE CANTON, GA 30115

Acreage: 0.88

Lot #: -

PB/PG: [Click here to view the plat book and page](#)

DB/PG: [Click here to view the deed book and page](#)

Market Value: \$222,000

Assessed Value: \$222,000

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

BK PG

6809 281

FILED IN OFFICE
CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA

04 JAN -8 PM 1:28

BOOK 6809 PAGE 281Anne M. Rencan

2/3 12.00 8156
 Return Recorded Document to:
 SELLERS & WARREN, P.C.
 8681 Highway 92, Suite #200 CHEROKEE
 Woodstock, GA 30189

CHEROKEE COUNTY, GA.
 REAL ESTATE TRANSFER TAX
 PAID \$140.00 ✓
 DATE 1-8-04
Anne M. Rencan
 CLERK OF SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF CHEROKEE

File #: 0314838

This Indenture made this 5th day of January, 2004, between

CLARK & CLARK RENTAL, LLC ,

of the County of PICKENS, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

CYRIL VITAL, JR. ,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Mary A Osborn
 Witness

K. Sellers
 Notary Public



CLARK & CLARK RENTAL, LLC

By: John W. Clark (Seal)
 JOHN W. CLARK, MEMBER

By: Cathy Clark (Seal)
 CATHY CLARK, MEMBER

BK PG
6809 282

Exhibit "A"

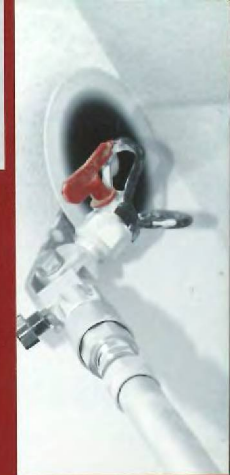
ALL THAT TRACT or parcel of land lying an being in the 15th District and 2nd Section of Cherokee County, Georgia, and being a part of Land Lot 305, containing 0.875 acre with improvements thereon being more particularly described as follows:

BEGINNING at an iron pin found on the west right of way of Old Highway 5 at a point lying South 30° 53' 36" east a distance of 94.95 feet from the intersection of said right of way with the south right of way of Carl Barrett Road; thence along the west right of way of Old Highway 5 South 30° 53' 6" East a distance of 117 feet to an iron pin set; thence leaving said right of way South 10° 08' 11" West a distance of 213 feet to a point; thence South 67° 48' 07" West a distance of 50 feet to an iron pin found; thence North 31° 16' 23" West a distance of 203.62 feet to an iron pin found; thence North 25° 08' 22" East a distance of 120.23 feet to an iron pin found; thence North 59° 31' 37" East a distance of 90.88 feet to the POINT OF BEGINNING, all as shown on plat of survey by Richard J. Pool, G.R.L.S. No. 2667, dated September 28, 2000, entitled "Survey for John W. & Cathy C. Clark" which plat is by reference is incorporated herein and made a part hereof.

The above described property is the same property that was conveyed to John W. Clark and Michael Fowler by Warranty Deed Dated the 20th Day of October, 2000 from Bertha Iona Camp f/k/a Bertha Iona Watkins, said deed being recorded in Deed Book 4339, Page 052, in the Office of the Clerk of the Superior Court for Cherokee County, Georgia.

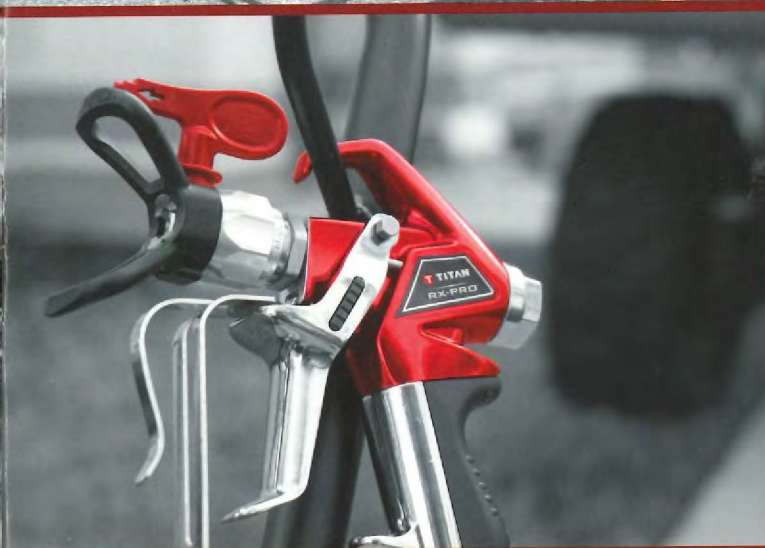
COPY

Rec 3-18-04



TITAN[®]

FULL LINE CATALOG



INTRODUCING THE ELITE 3500

The perfect sprayer for the contractor who is looking for a lightweight, gas-powered sprayer, for small to medium-sized jobs.

Features:

PermaStroke Technology™

- ▶ Continuously stroking system eliminates deadband, delivering consistent coverage
- ▶ No piston or packings to wear or replace
- ▶ Lifetime warranty on fluid pump
- ▶ Proven Technology with a 50-year history of pumping paint

FlatLine Pulsation Dampener™

Eliminates all pressure fluctuations in the system

Extremely Rugged & Durable

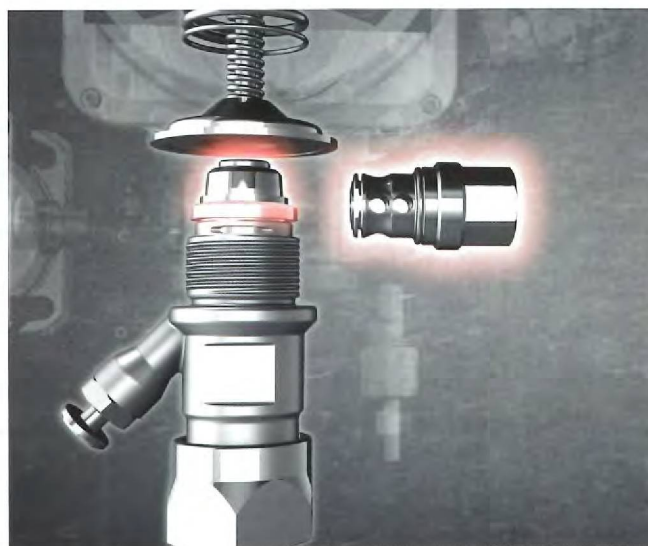
**POWERED by
HONDA™**



PERMASTROKE™ TECHNOLOGY

No piston, packings or cylinders to wear out

- ▶ One-piece inlet and outlet valves
- ▶ 100% field serviceable



Cartridge style valves make repair simple, fast and inexpensive. Complete Valve Kit (0537903) includes inlet and outlet valve.

Elite 3500	
SPECIFICATIONS	
Max. Delivery	0.75 GPM
Max. Tip Size	0.27"
Max. Operating Pressure	3300 PSI
Gallons Per Week	50-100
Engine	120cc Honda® GX 120
Includes	RX-Pro Gun, TR® 517 Tip, 1/4" X 50' Hose
CONFIGURATIONS	
	PART NO.
High Rider	0537012
Low Rider	0537013

Features:

High Production Fine Finishing

All Architectural Coatings

From clears to finish-quality latex.

Zero Pressure Fluctuation

ED 655 Plus

The ED 655 is a compact, lightweight, dedicated finishing system that's easy to use, easy to transport and, most importantly, dependable. For those projects and the contractors who tackle them, we designed the Titan ED 655 Plus.

AirCoat®

Two systems in one! Uses low airless fluid pressure in the air-assisted mode to deliver ultra fine atomization with higher transfer efficiency. The airless mode uses high pressure to spray interior and exterior paints. You can atomize all fine finish coatings at lower pressure for great control. The AirCoat also includes suction set for pumping directly from a five-gallon bucket.

MultiFinish® 440

The MultiFinish 440 is designed as a high production fine finish air-assisted airless system built on the legendary Titan 440 airless sprayer platform offering two systems in one. It sprays all coatings with little or no reduction.



ACCESSORIES:

GM 3600 AA Gun with Reversible Tip Guard 0524357

This design offers ergonomic comfort and a reversible tip system without sacrificing finish quality. Comes with a G-10 style filter and works with all standard reversible airless and fine finish tips.

Reversible flat tips are available. AirCap and tips sold separately.



GM 3600 AA Gun with Flat Tip Guard 0524358

Includes a 9/20 flat tip.

Red/Clear 50-foot Bonded Hose 0524333



SPECIFICATIONS	AIRLESS	AIR ASSISTED AIRLESS	
	ED 655 Plus	AirCoat	MultiFinish 440
Max. Delivery	0.35 GPM	0.35 GPM	0.54 GPM
Max. Tip Size (1-Gun)	0.017"	0.017"	0.023"
Max. Fluid Pressure	60–2800 PSI	60–2800 PSI	3300 PSI
Max. Air Pressure	----	35 PSI	35 PSI
Weight	27 lbs.	56 lbs.	90 lbs.
Fluid and Air Hose Length	50' with 3' Whip	50'	50'
Spray Gun	RX-80™	GM3600	GM3600
Pump Motor	1/2 HP TEFC	1/2 HP TEFC	7/8 HP PMDC
CONFIGURATIONS	PART NO.	PART NO.	PART NO.
	0508090	0508074A	0524029

AIRCOAT 423 / 620

AirCoat sprayers deliver a superior, consistent spray finish and are great for virtually any fine finish application – solvent and water-based paints, primers, varnishes, polyurethanes, stains and lacquers and UV hardening materials.

Features:

Pulsation Dampener Included

This standard feature eliminates pressure fluctuations.

Stainless Steel Fluid Section

Allows usage with all finishing coatings.

Fluid Filter Included

Provides low operating noise.

Low Air Consumption

For increased efficiency.

Other Standard Equipment

- Air Filter
- Dual Regulators
- Air Lubricator



■ AirCoat 423 Spider Mount



■ AirCoat 620 Cart Mount

	AirCoat 423	AirCoat 620
SPECIFICATIONS		
Air Motor Diameter	4"	6"
Ratio	23:1	20:1
Max. Delivery	0.50 GPM	1.25 GPM
Max. Air Input Pressure	116 PSI	116 PSI
Max. Operating Pressure	2320 PSI	2668 PSI
CART	PART NO.	PART NO.
Bare	0533423C	0533620C
Complete	0533423CAA	0533620CAA
STAND	PART NO.	PART NO.
Bare	0533423S	0533620S
Complete	0533423SAA	0533620SAA

Order as bare pump or with Titan 3600 AA gun, flat tip and 50' air and fluid hose.



Selecting The Right Pressure Washer For Your Needs

What you should know:

PSI pounds per square inch

Indicates the amount of pressure the unit will create if concentrated on one square inch of surface area. The greater the PSI, the better the cleaning efficiency.

GPM gallons per minute

How much water (gallons) will flow through your pressure washer (flow rate). A higher flow rate will cut down on your cleaning time.

PSI vs. GPM

PSI and GPM are both equally important when choosing a pressure washer. The PSI indicates the amount of pressure and GPM indicates the flow. You must have the correct combination of PSI and GPM to have the most ideal pressure washing system for your needs.

CU cleaning unit

This is calculated by multiplying PSI by GPM. The number is useful for comparing models. The higher the number of cleaning units, the more cleaning power your pressure washer has.

Engines

Mi-T-M chooses engines that are user-friendly, low maintenance and provide powerful performance for all your homeowner and contractor applications.

Mi-T-M Engines



Kohler Engines



KOHLER.
IN POWER. SINCE 1920.

Honda Engines



POWERED by
HONDA.

Work Pro® Series

Electric or Gasoline – Single or Two Stage – 8-Gallon

The high performing Work Pro Series is offered in an 8-gallon electric or gas-driven air compressor. Available as a single or two-stage compressor it can power everything from nail guns to paint sprayers and staplers.



Compressor Pump:

Splash oil lubricated aluminum crankcase | Stainless-steel braided discharge hose | Oil level sight indicator

Motor:

Thermal overload motor protection

Frame:

Powder coated 8-gallon twin tank receivers | 3/8-inch base plate to reduce vibration | 16-gauge powder coated two-piece belt guard | 10-inch flat free tire (Two stage models have two tires)

Components:

Regulator and two gauges for tank and outlet pressure | Drain and pressure relief valves | Industrial interchange quick connect fittings (Electric model) | Quality pilot valve unloader (Gasoline models)

Limited Warranties:

1 year compressor pump | 1 year electric motor | 1 year Mi-T-M engine | 3 year Honda engine

Certification:

CSA Certified - US and Canada (AM1-PE15-08WP)



NEMA 5-15P,
15-amp plug

USAGE	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial
MODEL NO.	AM1-PE15-08WP	AM1-PH06-08WP	AM1-PM06-08WP	AM1-PH65-08WP	AM1-PM65-08WP (pictured)	AM2-PH09-08WP	AM2-PM09-08WP
CFM @ PSI	7.3 @ 90	9.0 @ 90	9.0 @ 90	13.9 @ 90	13.9 @ 90	17.2 @ 175*	17.2 @ 175*
HORSEPOWER/MOTOR	1.5 HP, 115V, 13.2A	—	—	—	—	—	—
DISPLACEMENT/ENGINE	—	196cc Honda GX200 OHV	212cc Mi-T-M OHV	196cc Honda GX200 OHV	212cc Mi-T-M OHV	270cc Honda GX270 OHV	300cc Mi-T-M OHV
COMPRESSOR	Single stage, aluminum	Single stage, aluminum	Single stage, aluminum	Single stage, aluminum	Single stage, aluminum	Two stage, alu- minum	Two stage, aluminum
TANK SIZE	8-gallon	8-gallon	8-gallon	8-gallon	8-gallon	8-gallon	8-gallon
PLUG TYPE	NEMA 5-15P	—	—	—	—	—	—
ENGINE IDLE CONTROL	—	Pneumatic	Cable throttle	Pneumatic	Cable throttle	Pneumatic	Pneumatic
DIMENSIONS (LxWxH)	44.5x18.5x25in.	44.5x18.5x27in.	44.5x18.5x27in.	44.5x18.5x27in.	44.5x18.5x27in.	44x26x31in.	44x26x31in.
SHIP WT.	160 lb.	160 lb.	160 lb.	170 lb.	170 lb.	200 lb.	200 lb.
NET WT.	140 lb.	135 lb.	135 lb.	145 lb.	145 lb.	175 lb.	175 lb.

*Equipped with 150-PSI maximum rated regulator.

Consult factory for more information on these available accessories and options:

- Engine oil drain extension
- Auto drain/regulator/plastic bowl
- Manual drain/regulator/metal bowl
- Electric start - battery and cables not included
- Equipment cover
- Remote start/choke

CONDITIONAL USE PERMIT ORDINANCE

An ordinance to approve an amendment for Conditional Use Permit CUP-03-2020, identified as tax parcel 005 of tax plat 93N02, located off of Holly Springs Parkway, to allow an “Equipment Repair” establishment in the City of Holly Springs, Georgia; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Israel Ortega Grippa requesting a Conditional Use Permit, CUP-03-2020, to allow an “Equipment Repair” establishment in accordance with Article 5 of the Holly Springs Zoning Ordinance; and

WHEREAS, the 0.88+/- acres, now or formerly known as tax parcel 005 of tax plat 93N02 is zoned GC, General Commercial; 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

A Conditional Use Permit for an “Equipment Repair” establishment, concerning 0.88+/- acres, identified as tax parcel 005 of tax plat 93N02, located off of Holly Springs Parkway, is hereby approved.

Section 2

The approval of this application has the following stipulations attached:

1. All equipment storage, repair, and maintenance shall be conducted inside the existing structures. No outdoor storage will be permitted.
2. The Conditional Use Permit is approved only for small engine repair limited up to and including five (5) horsepower engines.
3. The Conditional Use Permit is restricted to the tenant, Atlanta Machines and Services, and shall not be transferred to any other business.

Section 3

This ordinance shall become effective immediately upon approval by Mayor and City Council.

Section 4

The Community Development Director of the City of Holly Springs 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 date identified in Section 3 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.

Approved this 13th day of April, 2020, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:



**LIMITED RATING INFORMATION AGREEMENT FOR
INSURANCE-SUPPORT ORGANIZATIONS**

BETWEEN
GEORGIA TECHNOLOGY AUTHORITY
AND

The City of Holly Springs

This Limited Rating Agreement ("Agreement") is entered into by and between the Georgia Technology Authority, hereinafter referred to as "GTA," and
The City of Holly Springs, hereinafter referred to as "ISO," with
its principal office at:
3237 Holly Springs Pkwy
Holly Springs, GA 30115

GTA and ISO shall be collectively referred to as the "parties."

The "Term" of this Agreement shall start from the "Effective Date" of
and shall terminate as of midnight on the "Expiration Date" of unless
terminated prior to the Expiration Date by either party under the terms of this Agreement.

WHEREAS, pursuant to O.C.G.A. § 40-5-2(c)(1)(B)(ii), GTA has the authority to contract for the electronic furnishing of certain records maintained and compiled by the Georgia Department of Driver Services ("DDS") and its successors for certain specific statutory purposes; and

WHEREAS, ISO desires to obtain Limited Rating Information of individuals licensed by the DDS for the specific purpose of rating proposed insured drivers in order to determine whether to offer motor vehicle insurance to such individuals as allowed under applicable laws, rules, and regulations;

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Purpose

The purpose of this Agreement is to set out the terms and conditions under which GTA will disclose to ISO Limited Rating Information contained within the official driver records maintained and compiled by the DDS.

Information released to the ISO under this Agreement is subject to limitations imposed by O.C.G.A. § 40-5-2, the rules and regulations promulgated by the DDS, laws related to personal information privacy and security, the provisions set forth within this Agreement, and all other applicable laws, rules, and regulations. Such limitations include, but are not limited to, any written authorizations or consents required by the DDS or by law.



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2. Definitions

- a. "Auditor" shall include GTA, DDS, the Georgia Department of Audits and Accounts, and their respective representatives.
- b. "Driver" shall mean the natural person upon whom the operating record has been made and compiled, and who applied for insurance or the renewal or amendment of an insurance contract.
- c. "Limited Rating Information" shall mean only the number of violations of Code Section 40-6-391, relating to driving under the influence of alcohol, drugs, or other intoxicating substances, and the number and type of other moving traffic violations which were committed by the specified Driver within the immediately preceding three or five years, which period shall be specified by the Person making the request.
- d. "Insurance-Support Organization" or "ISO" shall mean any Person, including its successors and assigns, who regularly engages, in whole or in part, in the practice of assembling or collecting information about natural persons for the primary purpose of providing the information to an Insurer for processing insurance transactions.
- e. "Insurer" shall mean any Person engaged as indemnitor, surety, or contractor who issues insurance, annuity or endowment contracts, subscriber certificates, or other contracts of insurance by whatever name called. For the purposes of this Agreement, the term "Insurer" shall at times be inclusive of Insurer's Agents as the term is defined in **Section 2(f)** below, unless expressly stated otherwise.
- f. "Insurer's Agent" shall mean any Person appointed or employed by an insurer who solicits insurance or procures applications for insurance; who in any way, directly or indirectly, makes or causes to be made any contract of insurance for or on account of an insurer; or who as representative of an insurer receives money for transmission to the insurer for a contract of insurance, anything in the application or contract to the contract notwithstanding, and who has on file with the Commissioner of Insurance a certificate of authority from each insurer with whom the agent places insurance.
- g. "Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited



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partnership, trust, association, or other legal person or entity of any kind, legal constituted.

3. License

- a. *License Grant.* During the term of this Agreement, subject to the terms and conditions stated herein, GTA grants ISO a non-exclusive, non-transferable limited license to access and retrieve certain Limited Rating Information contained in GTA's Database at such times as GTA makes said Limited Rating Information available to ISO. ISO shall disclose, provide, or resell each retrieved Limited Rating Information ONE TIME ONLY, either in whole or in part, solely for the purposes consented to by the Driver and not exceeding those purposes allowed under O.C.G.A. § 40-5-2(c)(1)(B) and the rules and regulations promulgated by the DDS.
- b. *Ownership of Records.* Except for the license granted herein, all rights, title and interests in the Limited Rating Information in all languages, formats, and existing or future media, known or unknown, throughout the world are and shall continue to be the exclusive property of the DDS.

4. Limited Rating Information Requests and Obligations

- a. Subject to terms and conditions set forth in this Agreement, GTA shall provide to ISO such Limited Rating Information as is properly and correctly requested in an electronic format as specified by GTA and allowed under O.C.G.A. § 40-5-2. Limited Rating Information which is not properly or correctly requested by ISO or which results in the matching of no information will result in the conditions stated in **Section 9(a)(iii)**.
- b. Each request for Limited Rating Information submitted by ISO shall include:
 - (i) the Driver's:
 - (A) first name exactly as it appears in the license,
 - (B) last name exactly as it appears in the license,
 - (C) date of birth, and
 - (D) license number or Social Security Number;
 - (ii) use or purpose in requesting the Limited Rating Information,
 - (iii) length of time for which the Limited Rating Information is sought (3 or 5 year record);
 - (iv) the name of the designated Insurer who will receive the Limited Rating Information from ISO.



**LIMITED RATING INFORMATION AGREEMENT FOR
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GEORGIA TECHNOLOGY AUTHORITY

AND

The City of Holly Springs

- c. ISO's access and use of premium online services are subject to ISO's acceptance and adherence to the GeorgiaNet Subscriber Agreement available at <http://www.ganet.org/info>.

5. Limitations of License

- a. ISO shall take all necessary measures to ensure that the Limited Rating Information requested and received by Insurer shall be exclusively used for the purpose of rating the Driver. These measures include, but are not limited to, requiring Insurers receiving Limited Rating Information agree in writing not to disclose, provide, or resell any Limited Rating Information provided to them by ISO unless expressly authorized by law or under the terms of this Agreement.
- b. ISO shall not disclose, supply, or resell the Limited Rating Information to any Person more than one time or to more than one Person. ISO's use of Limited Rating Information shall be subject to limitations imposed by O.C.G.A. § 40-5-2(c)(1)(B)(ii), the rules and regulations promulgated by the DDS, and the limitations set forth in this Agreement.
- c. ISO shall not archive Limited Rating Information for any purpose, unless expressly required by law or a law enforcement agency. ISO requests and accepts Limited Rating Information for one-time use and subsequent disclosure, supply, sale, or offering for sale shall be a violation of this Agreement and may violate applicable laws, rules, and regulations.
- d. ISO agrees to promptly and adequately destroy the requested Limited Rating Information when the Limited Rating Information is no longer needed for the purpose submitted in **Section 4(b)(ii)**, after the Limited Rating Information has been disclosed, provided, or resold to the designated Insurer, or upon expiration or termination of this Agreement, whichever occurs first.
- e. Upon request of GTA or DDS after expiration or termination, ISO shall promptly certify the destruction of all Limited Rating Information data provided under this Agreement. No data destruction obligation or certification shall limit the liability ISO retains for the disclosure, resale, or supply of Limited Rating Information data to third parties, besides the Insurer designated in **Section 4(b)(iv)**.



**LIMITED RATING INFORMATION AGREEMENT FOR
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The City of Holly Springs

6. Audit

- a. ISO's documentation supporting the reason for the Limited Rating Information request, including but not limited to transaction details, client agreements, and computer software and programs maintained for the purposes defined in this agreement, shall be subject to inspection, review, and audit by the Auditor for a period of four years from the date of the request at no cost to the Auditor. ISO agrees to accommodate the Auditor for an inspection, review or audit on one business day's notice and to allow on-site audits during regular business hours.
- b. ISO shall maintain a log containing a record of each request for Limited Rating Information for a four year period beginning the date of the request. ISO shall immediately provide an electronic or "hard" copy of the log for review, in whole or in part, upon request of the Auditor. The log format shall provide the following in the order presented: (i) Date of request, and (ii) all information specified in **Section 4(b)** of this Agreement.

7. Remedies

- a. ISO acknowledges and agrees that the Limited Rating Information offered by GTA represents private information of unique and special importance to the State of Georgia and its citizens. Any breach by ISO of the representations, restrictions, terms, or conditions contained in this agreement constitutes a material breach and shall be grounds for GTA, in its sole discretion, to suspend the services provided by GTA under this Agreement or terminate this Agreement immediately and without notice. ISO acknowledges that certain breaches by ISO may result in criminal liability.
- b. ISO agrees and acknowledges that a material breach of the Agreement shall cause immediate and irreparable harm and damage to the State of Georgia, in which event GTA and/or the State of Georgia shall be immediately entitled to injunctive relief and termination of this Agreement without any rebate of any fees or payments, in addition to any other rights and remedies to which it may be entitled, at law or in equity.
- c. If ISO does not make timely payments under the provisions of **Section 9** of this Agreement, GTA may terminate this Agreement or suspend the services provided under this Agreement to ISO until such time as ISO pays to GTA the full amount due to it. GTA will charge ISO one and one-half percent (1.5%) interest per month on its unpaid balance and may exercise any other remedies provided by law. ISO agrees to reimburse GTA for all costs of



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collection of delinquent accounts, including but not limited to reasonable attorney's fees, as permitted by law.

- d. The remedies of termination or suspension of this Agreement shall not be deemed to be exclusive remedies, but rather shall be in addition to all other remedies which may be available to GTA. Termination of this Agreement shall release GTA from any and all obligations under this Agreement, but shall not bar GTA from pursuing any remedies it would otherwise have against Insurer.

8. Term and Renewal

- a. This Agreement will continue for one Term unless terminated earlier by either party upon thirty (30) days' written notice to the other party or if otherwise terminated under the terms of this Agreement. The terms and conditions of this Agreement supersede and replace any and all existing Agreements, oral and written representations, and understandings between GTA and ISO for the license and subject matter contained herein.
- b. This Agreement may be renewed for additional terms of 90 days each by mutual agreement of the parties.

9. Charges and Payment Procedures

- a. ISO shall be directly responsible for and compensate GTA according to the following schedule:
 - (i) \$1.70 per request for each three (3) year Limited Rating Information record abstract requested and matched by GTA;
 - (ii) \$1.70 per request for each five (5) year Limited Rating Information record abstract requested and matched by GTA; and
 - (iii) \$1.70 per request for each Limited Rating Information record abstract requested and not matched by GTA.
- b. Each month GTA will send to ISO an invoice for all charges incurred by ISO during the preceding month, subject to adjustments, if any. Within thirty (30) days of receipt of any invoice, ISO will pay to GTA the full amount payable in U.S. dollars thereunder. If ISO does not make timely payment, GTA may exercise the remedies available to it in **Section 7(c)**.
- c. GTA will make an appropriate adjustment to any amount payable by ISO for any use of the services which results in faulty retrieval, failure of retrieval, or a loss of retrieved data, except that caused by incorrect or improper use of the services by ISO; provided, however, that ISO reports to GTA any such



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The City of Holly Springs

loss immediately upon discovery, not to exceed thirty (30) days from the date of the disputed retrieval. Payment to GTA for invoiced services shall deem those services to be correct, satisfactory, and not subject to adjustment. These obligations are the full extent of GTA's responsibility to ISO for loss; AND IN NO EVENT WILL GTA BE LIABLE TO ISO FOR GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR LIKE DAMAGES RESULTING IN WHOLE OR IN PART FROM ISO'S USE OF THE SERVICES OR RECORDS PROVIDED UNDER THIS AGREEMENT.

10. Indemnification

- a. ISO agrees to indemnify the "State" and to hold it harmless from all loss and liability, in any way caused, in whole or in part, by act or omission of ISO in connection with this Agreement.

For purposes of this indemnification,

"State" means the Georgia Technology Authority, the Georgia Department of Driver Services, all other departments and units of the state government, all state instrumentalities, and all their officers and employees, plus the insurance programs of the Department of Administrative Services established for their protection.

This obligation survives the expiration and termination of the Agreement, the dissolution of the ISO and, to the extent allowed by law, the bankruptcy of the ISO.

- b. The Georgia Tort Claims Act will be the exclusive remedy for any loss or liability within its terms. However, upon demand, ISO will promptly reimburse the following for any payments made by them, which are covered by ISO's obligation to indemnify: the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS").

This indemnification applies even if the State is partially responsible for the situation giving rise to the claim, but not if the State is solely responsible.



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11. Disclaimer of Warranties

THE RECORDS, DATA, AND SERVICES PROVIDED BY GTA UNDER THIS AGREEMENT ARE PROVIDED "AS IS". GTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RECORDS, DATA, AND SERVICES INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHOULD THE SERVICES NOT OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE TERMS STATED HEREIN DUE TO THE SOLE FAULT OF GTA, ISO'S EXCLUSIVE REMEDY, AND GTA'S SOLE OBLIGATION UNDER THIS WARRANTY, SHALL BE A REDUCED CHARGE FOR THE SERVICES AS SPECIFIED IN THE AGREEMENT.

GTA DOES NOT WARRANT THAT THE DATA WILL MEET ANY REQUIREMENTS OR NEEDS ISO MAY HAVE, OR THAT THE DATA WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE DATA WILL BE CORRECTED. BY WAY OF FURTHER EXAMPLE AND NOT LIMITATION, GTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE RECORD AND THE DATA. GTA RESERVES THE RIGHT TO WITHDRAW ANY OR ALL ACCESS TO DATA IN ITS SOLE DISCRETION AND SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH DELETION OF SUCH SERVICE. THE ENTIRE RISK AS TO THE USE OF THE DATA IS ASSUMED BY ISO. IN NO EVENT SHALL GTA BE LIABLE TO ISO OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE DATA, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY ISO'S USE OF THE DATA, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF GTA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INEFFECTIVE, ISO HEREBY AGREE THAT GTA'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE DATA AND THE DMV RECORD (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE LICENSE FEES PAID BY ISO FOR THE SET OF DATA AT ISSUE.

12. Relationship of Parties

The relationship of GTA and ISO established by this Agreement is of licensor and licensee/independent contractor, and nothing in this agreement shall be construed: (1) to give either party the power to direct or control the daily activities of the other party or (2) to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. GTA and ISO understand and agree that GTA



**LIMITED RATING INFORMATION AGREEMENT FOR
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BETWEEN
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does not grant ISO the power or authority to make or give any agreement, statement, representation, warranty or other commitment on behalf of GTA or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of GTA, or to transfer, release or waive any right, title or interest of GTA, except as expressly allowed within this Agreement.

13. Force Majeure

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by Acts of God, flood, fire, war or public enemy.

14. Waiver and Severability

No failure, delay in exercising or enforcing any right or remedy hereunder by GTA shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

15. Taxes

All federal state, local and other taxes due, if any, under this Agreement, shall be the responsibility of ISO.

16. Compliance with all Laws

ISO shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to its performance pursuant to this Agreement, including, but not limited to 18 U.S.C. § 2721, O.C.G.A. § 40-5-2 *et seq.*, the rules and regulations promulgated by the DDS, or any other rule or law enacted hereafter.

17. Choice of Law

This Agreement shall be governed by the laws of the State of Georgia, without application of conflicts of laws principles. Any suit brought pursuant to this Agreement against the State of Georgia or GTA shall be filed exclusively in the Superior Court of Fulton County, Georgia, and in no other jurisdiction.



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18. Authority

ISO acknowledges it is an Insurance-Support Organization, has full power and authority to enter into and perform this Agreement, and the Person signing on behalf of ISO has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

19. Assignment

Performance under this Agreement shall not be assigned or subcontracted without the prior written consent of GTA.

20. Headings

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21. Amendments in Writing

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties.

22. Notice

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by certified mail to the party at the address set forth as follows:

GTA:

Georgia Technology Authority
47 Trinity Avenue
Atlanta, Georgia 30334
Attn: Office of Data Sales

ISO:

City of Holly Springs
3237 Holly Springs Pkwy
PO Box 990
Holly Springs, GA 30115/30142



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23. Survival

The respective rights and obligations of the parties under **Sections 5, 6, 7, 9, 10, 11, and 12** shall survive any termination or expiration of this Agreement.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings, are superseded hereby.

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, has executed this Agreement.

AGREED:

Georgia Technology Authority

ISO: The City of Holly Springs

By: _____

By: _____

Name: Ivan Sumter

Name:

Title: Director, Office of Data Sales

Title:

Date: _____

Date:



GEORGIA DEPARTMENT OF DRIVER SERVICES BULK MVR USER ACKNOWLEDGEMENT

Company Name:	City of Holly Springs		
User Name:	843663986		
Company Address:	PO Box 990		
City: Holly Springs	State: GA	Zip Code: 30142	
User Telephone #: 770-721-7502		User Fax #: 678-880-9501	
Use Email: knorred@hollyspringsga.us			

The company or individual named above certifies that for each driving record requested, the information contained therein shall be used solely for one of the following approved purposes: insurance claims investigation, insurance antifraud activities, insurance rating, insurance underwriting, car rental agreements, address verification by a creditor, or as part of a background investigation on an employee or applicant for employment.

If an adverse decision is based upon any information supplied to the User by the Department of Driver Services (DDS), then upon request of the driver named in the driving record, the User or the producing insurance agent, if applicable, shall inform the driver named in the record of all information pertinent to the decision. This provision is to be construed as requiring the User to include specific information included in the driver's record.

All information is requested only for the User's exclusive use. The User shall not share, sell or otherwise disseminate any information included in the motor vehicle report to any other person or company, except as provided in O.C.G.A. §40-5-2, 18 U.S.C. §2721, *et seq.*, Ga. Admin. Comp. Ch. 375-3-8-.03, any other applicable provision of law, or as provided herein.

Any violation of the rules, laws or agreements applicable to the access provided herein to the User shall be considered sufficient grounds for the DDS to refuse to release any additional information on any other driver that the User may request. This administrative action by the DDS shall not be deemed to supersede any other sanctions prescribed by law, including, but not limited to, any applicable civil or criminal penalties.

The DDS has the right to inspect and copy all records, files, reports, or any other materials deemed necessary to verify that the User has abided by all terms of the certificate unless such access is prohibited by law. The burden of showing compliance with the provisions of this certificate is always on the User. Upon reasonable notice by the DDS, the User must be able to demonstrate such compliance.

Users obtaining driving records for any of the aforementioned insurance purposes must have an application for insurance or renewal thereof in order to obtain driving records. Users obtaining driving records for employment or pre-employment background investigations must obtain the written consent of each licensee whose driving record is requested.

Access granted to this User via the Requestor named above, if any, shall cease immediately if the DDS terminates the Requestor's access to driving records for any reason.

Termination, non-renewal, or expiration of the agreement between the Requestor named above and the Georgia Technology Authority terminates the User's access to driving records for any reason.

The person signing below has authority to do so on behalf of the applicant named above. **The DDS will only accept original documents with original signatures.**

3/13/2020
Date

Signature

City Clerk/HR Director
Title/Position

Karen Norred
Printed Name