



City of Holly Springs

Date: Monday, February 22, 2021

Location: 3235 Holly Springs Parkway

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

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. UNFINISHED BUSINESS

- A. Discuss a request from A1 Contracting, LLC for relief from liquidated damages for the Palm Street Sidewalk & Drainage Improvement Project

Presented By: Steven W. Miller, Mayor

- B. Discuss Amendment to Declaration of Easements and Restrictions for North Commercial Village of Harmony on the Lakes

Presented By: Robert "Bobby" Dyer, City Attorney

- C. Discuss a quote from Cleghorn Contracting for additional demolition and haul off at Cagle Family Farm

Presented By: Robert H. Logan, City Manager

IV. NEW BUSINESS

- D. Discuss a subcontract between Cherokee FOCUS and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

- E. Discuss Contract Change Order #12 from Georgia Development Partners for the Hickory Road and Palm Street Intersection Improvement Project

Presented By: Robert H. Logan, City Manager

- F. Discuss a proposal from Foresite Group, Inc. for Pond B1 and B2 Landscaping Bid Package and Site Lighting Photometrics

Presented By: Robert H. Logan, City Manager

- G. Discuss the Georgia Highway Safety Grant Application
Presented By: Corporal Mike Adams

V. ADJOURNMENT

**City Council Business Meeting
Agenda
7:00 p.m.**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATION

- Officer of the Year Award

V. CONSENT AGENDA

1. January 7, 2021 Council Work Session and Special Called Meeting Minutes
2. January 21, 2021 Council Work Session and Business Meeting Minutes
3. A Professional Services Agreement for the Holly Springs Parkway and Fox Creek Drive Signal Warrant Analysis and Design from Southeastern Engineering, Inc. in an amount not to exceed \$6,200 and authorize the Mayor to execute the documents
4. A client services agreement between WellStar Medical Group, LLC, and the City of Holly Springs, Georgia
5. A-01-2021, annexation of 0.65+/-acres located on Hickory Road, Cherokee County, GA tax parcel 244 of tax plat 15N14

VI. UNFINISHED BUSINESS

6. Approve/deny a request from A1 Contracting, LLC for relief from liquidated damages for the Palm Street Sidewalk & Drainage Improvement Project
7. Approve/deny Amendment to Declaration of Easements and Restrictions for North Commercial Village of Harmony on the Lakes

8. A quote from Cleghorn Contracting for additional demolition and haul off at Cagle Family Farm in an amount not to exceed \$18,100
9. Approve/deny awarding the City of Holly Springs Town Center Demolition Project, RFB #2020-05 to Complete Demolition Services, LLC in an amount not to exceed \$109,000, and authorize the Mayor to execute the project documents

VII. NEW BUSINESS

10. Approve/deny authorizing the submittal of and ratifying the Georgia Highway Safety Grant Application
11. Approve/deny a subcontract between Cherokee FOCUS and the City of Holly Springs, Georgia and authorize the City Manager to execute the subcontract
12. Approve/deny Contract Change Order #12, Final Adjusting Change Order, from Georgia Development Partners for the Hickory Road and Palm Street Improvement Project, in an amount not to exceed -\$235,206.09
13. Approve/deny a proposal from Foresite Group, Inc. for Pond B1 and B2 Landscaping Bid Package and Site Lighting Photometrics in an amount not to exceed \$8,500 and authorize the Mayor to execute the document

VIII. REPORTS

X. ADJOURNMENT

EXECUTIVE SESSION IMMEDIATELY FOLLOWING

- Litigation
- Personnel



January 29, 2021

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

Subject: Palm Street Sidewalk and Drainage Improvement Project Time
Extension Request

Dear Mr. Logan:

BM&K was asked to provide a summary for the latest time extension request from A1 Contracting for the above referenced project. The request seems to focus on two areas of concern from A1 Contracting. The first area of concern focuses on alleged delays caused by Georgia Power and/or the City of Holly Springs stemming from the City's timeline for securing an agreement with Georgia Power to relocate 4 power poles that were in conflict with the installation of the 54" storm drain pipe. A1 Contracting claims they were impeded from laying the storm drain pipe because of the conflicting power poles. However, the power poles were only in conflict for approximately half the project. The other half of the project was clear of above ground and underground utilities on the west side. A1 Contracting could have begun laying pipe at approximately station 12+25 LT and continue to the beginning of the project without conflicts at any time. Additionally, A1 Contracting continued to not understand the proper procedures and timeframes for utility relocations on roadway projects.

The below sections are taken directly from the GDOT Specifications which are part of the contract. These sections outline the City's and the contractor's responsibilities as they relate to utilities.

I. 105.06 Cooperation with Utilities

- i. The Department (City) will notify all utility companies, all pipeline owners, all railroad companies, or other parties affected of Award of the Contract, giving the name and address of the Contractor, and will assist the Contractor in arranging for all Section 105-Control of Work 25 necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction.
- ii. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, railroad facilities, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for elsewhere in the Contract.

- iii. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them. Delays and interruptions to the controlling Item or Items of The Work are covered in Subsection 107.21.G.
- iv. It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform his removal and relocation work

a. 107.21.G. Delays

- i. Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will be considered for an extension of Contract Time as provided in Subsection 108.07 unless such delays are due to the negligence of the Contractor.

b. 108.07.E. Extension of Contract Time

- i. If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract Time allowed for performance shall be extended on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer, whose decision shall be final and conclusive. If the estimated time for the consolidation of embankments at bridge ends is extended, the Contract Time will be extended as provided in Subsection 208.3.05.B.3.
- ii. If the normal progress of The Work is delayed for reasons beyond his control, the Contractor shall, within 15 days after the start of such delay, file a written request to the Engineer for an extension of time setting forth therein the reasons and providing complete documentation for the delay which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.
 - a. *The highlighted portion above in an important section for the contractor to notify the City within 15 days after the contractor notices a utility delay. AI did send notice of the delay but did not include a request for any extension of contract time – Notice sent via email on June, 1st 2020. The first request for a time extension was dated September 29, 2020 but was not received until October 6, 2020 which was after the original completion date of the project.*
- iii. If the Engineer finds that The Work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.
- iv. Any authorized extension of the Contract Time will be in full force and effect the same as though it was the original Contract Time.

The second item from A1 Contracting is a change order that was issued for fence. The change order only included a change in material for the fence. There were two pay items that were part of the original contract. The two items included removing and resetting existing fences along two parcels on the project. It was the intent for this fence to be removed and reset using the same material that was removed. A1 Contracting chose to wait until the end of the project to work on these fences. It was determined that the existing fence material was not reusable so a Change Order was approved (November 6, 2020) to pay \$21 per foot for new material. The fence request for utilizing new material was submitted on November 2, 2020. The fence was not an added item. The fence could have been rebuilt at any time during the project and would have made sense to do this work as one of the first items of construction to have them out of the way.

It is the opinion of BM&K that not only should A1 Contracting be assessed liquidated damages for this project, but possibly should not be allowed to bid on future work in the City for a minimum of two years. This is based on the information detailed in this letter and the following items:

1. Lack of understanding of GDOT specifications for this type of work leading to numerous contract violations
2. Project lacked consistent onsite supervision
3. Personnel onsite daily lacked communication
4. City was notified by 3rd party to pay monthly project payments to attorney instead of A1 for default on loan by A1
5. Notices of failure to pay suppliers. A1 stated this was corrected but have received no affidavits from supplier for verification.
6. Traffic Control violations where fines were issued
7. Erosion Control violations where fines were issued
8. Overall workmanship as it relates to fence and final paving
9. Minimal work completed on punch list

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

Sincerely,

Jacob Hughes, P.E.
Consultant City Engineer



COUNCIL AGENDA REPORT

FROM: Robert H. Logan

RHL

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: A1 Contracting Liquidated Damages

DATE: January 15, 2021

RECOMMENDATION: To discuss the imposition of liquidated damages levied against A1 Contracting by the City of Holly Springs pursuant to the construction contract for the Palm Street Sidewalk & Drainage Improvements Project.

REPORT-IN-BRIEF: Mayor Miller and I met with Jason Moody from A1 Contracting on January 8, 2021 to discuss the imposition of liquidated damages levied by the City of Holly Springs against A1 Contracting for its failure to complete the Palm Street Sidewalk & Drainage Improvements Project by the end of September. Jacob Hughes has corresponded with Mr. Moody numerous times and recommends that the liquidated damages should be assessed pursuant to our contract with A1 Contracting. I have attached to this agenda report a copy of the outstanding punch list prepared by Jacob Hughes from BM&K as well as the calculation of liquidated damages through the end of December, fine assessments imposed by the City of Holly Springs against A1 Contracting and the request for substantial completion from A1 Contracting effective December 30, 2020.

FISCAL IMPACT: Accrued liquidated damages through December 30, 2020 total \$93,000. The City of Holly Springs City Council approved relief for an additional sixteen days amounting to \$16,000. The net amount assessed against A1 Contracting is currently \$77,000 at December 31, 2020.



www.bmandk.com

January 7, 2021

A1 Contracting
138 Moose Loop Road
Canton, GA 30114
Attn: Jason Moody

RE: Palm Street Sidewalk & Drainage Improvements Project - Final Inspection & Punchlist

Dear Mr. Moody,

A final walkthrough was conducted on the above referenced project on January 6, 2021 by City personnel and BM&K. The project was deemed substantially complete at this time. However, the items listed below will need to be addressed before the project will be accepted as final. Per the contract, the contractor is responsible for maintenance of the project until final acceptance. Additionally, items may be added to the punch list until final acceptance of the project.

Corrective Items:

1. Multiple catch basins do not have access steps and/or are placed incorrectly. Provide access steps to each catch\ basin.
2. Remove all survey stakes
3. Clean out catch basins of all debris and/or trash.
4. Some catch basins (A11.2, A14, A13) are not sealed and are leaching ground water into the catch basin. Repair with grout to stop leaking.
5. Remove all silt fence
6. Remove all debris (i.e., rocks, concrete & asphalt chunks) from all mowable areas
7. Clean up wood debris at approximately STA 4+50 LT
8. Add Rip Rap at drainage structure A12.1 and regrade the area to remove silt
9. Regrade area at STA 4+50 LT to remove standing water
10. Remove loose nails along the ground and on top of posts at new fence on parcels 9 & 10.
11. Coordinate the removal of the utility in Catch Basin 9.1
12. Stabilize ditch flowing into inlet A6.2 at STA 11+00 LT with either ditch matting and/or rip rap.
13. Remove tree stump at approximately STA 7+75 LT
14. Remove wood formwork from all catch basins
15. Remove pallet of Quikcrete from behind fence at Haygood property at STA 16+00 RT
16. Remove and replace lid to catch basin A2. The manhole does not align with the basin.

103 Mountain Brook Drive, Suite 112, Canton GA, 30115

phone: 678.522.5601



www.bmandk.com

17. Coordinate with Cherokee County Water Sewerage Authority on the location of the valve for the fire hydrant at approximately STA 19+90 RT. Seems to be buried.
18. Remove all old fence posts along the right of way where the old fence line existed on parcels 9 & 10. Some stubs are remaining.
19. Repair and/or seal all cracks in sidewalk and curb and gutter throughout the project limits
20. Repair unacceptable workmanship on new fence on Parcel 10. Fence posts are not placed at 24" specified depths. Many boards are not properly aligned with posts. Some posts have many nail holes where boards were nailed and removed and renailed.
21. Fence change order pricing included painting of all fences to match existing fences as much as possible.
22. Regrade areas along Parcel 9 to soften the transition from the shoulder point to the new fence. The area can be stabilized with sod.

Sincerely,

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

Jacob Hughes, P.E., Consultant City Engineer

CC: Robert H. Logan, City Manager City of Holly Springs
Nancy Moon, Community Development Director, City of Holly Springs
Donald Bean, BM&K Inspector

CONTINUATION SHEET

City of Holly Springs
PO Box 990
Holly Springs, GA 30142

AT Contracting, LLC
138 Moose Loop Rd
Canton, GA 30014

Job Name: City of Holly Springs, Palm Street Sidewalk and Drainage Improvements
Project Number: RFB# 2020-01

PAGE 2 OF 3

APPLICATION NO: 7
APPLICATION DATE: 12/08/20
PERIOD TO: 12/07/20

A ITEM NO.	B DESCRIPTION OF WORK	C			D SCHEDULED VALUE	E PREVIOUS APPLICATION		F CURRENT		G COMPLETED TO DATE		K BALANCE TO FINISH (\$)	L RETAINAGE
		Qty	Units	Unit Cost		PREVIOUS APPLICATION Qty	PREVIOUS APPLICATION TOTAL	THIS PERIOD Qty	THIS PERIOD Total	TO DATE Qty (B+F)	TO DATE Total		
***	#57 stones 127 TN @ \$35/per TN RES (\$450.00) Install Doghouse over 24" RCP (\$4,200) Re-execute cut pipe, pour concrete 5x5x4", Build 4x4 brick box pour throat pour top backfill Install 3rd Concrete Apron 14'x4'x6" Demo curb & gutters, cut in dirt slope compact, install 2" GAB, pour concrete 14'x4'x6" (\$9578.50)												
	Traffic Control Violation - Deduct	2	EA	\$ (1,300.00)	(\$2,600.00)	-2.00	(\$2,600.00)			-2.00	(\$2,600.00)	\$0.00	-\$250.00
	Liquidated Damages - Deduct	2	EA	\$ (1,000.00)	(\$2,000.00)	-2.00	(\$2,000.00)			-2.00	(\$2,000.00)	\$0.00	-\$200.00
	Liquidated Damages - Deduct 10/01-10/31	31	EA	\$ (1,000.00)	(\$31,000.00)	-31.00	(\$31,000.00)			-31.00	(\$31,000.00)	\$0.00	-\$3,100.00
	Liquidated Damages - Deduct 11/01-11/30	30	EA	\$ (1,000.00)	(\$30,000.00)			-30	(\$30,000.00)	-30.00	(\$30,000.00)	\$0.00	-\$3,000.00
	Totals				\$1,174,631.00		\$889,523.35		\$103,346.43		\$992,869.58	\$181,751.42	-\$99,286.96

LD through Nov. 30th : \$ 63,000

LD through December : 30,000

Less CO approved by Council: (16,000)

\$ 77,000



1/4/21

CERTIFICATE OF COMPLETION

I hereby affirm, to the best of my knowledge and belief, based on inspections, observations, testing of the construction and upon reports submitted by others, that Palm Street Sidewalk and Drainage (Holly Springs, GA) has substantially been completed as of 12/30/20, including the change order regarding the installed fence.

Thank you,

Dennis O'Briant

Operations Manager

Dennis O'Briant

Rob Logan

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Friday, January 15, 2021 8:27 AM
To: Rob Logan
Subject: FW: Palm Street Project Traffic Control Deduction
Attachments: Equipment No Flagging.pdf

This was the 1st Traffic Control violation.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Thursday, September 10, 2020 10:20 AM
To: 'Jason Moody' <jason.a1contracting@gmail.com>; 'Dennis O'Briant' <denniso.a1contracting@gmail.com>
Cc: 'Rob Logan' (rlogan@hollyspringsga.us) <rlogan@hollyspringsga.us>; 'Erin Honea' <ehonea@hollyspringsga.us>; 'Donald Bean' <dbean@bmandkinc.com>
Subject: Palm Street Project Traffic Control Deduction

Gentlemen,

The attached pic shows equipment in the travel lanes without the proper flagging operation. This has been discussed onsite with A1 personnel numerous times by the inspection staff. This is in direct violation of section 150 of the contract and results in a non-refundable \$1300 deduction per section 150.5.01 of the contract. This shall be reflective on the next pay application and shown in a new line item titled "Traffic Control – Deduction" as a deduction. This fine is a daily charge and will be assessed each day that a violation is noted.

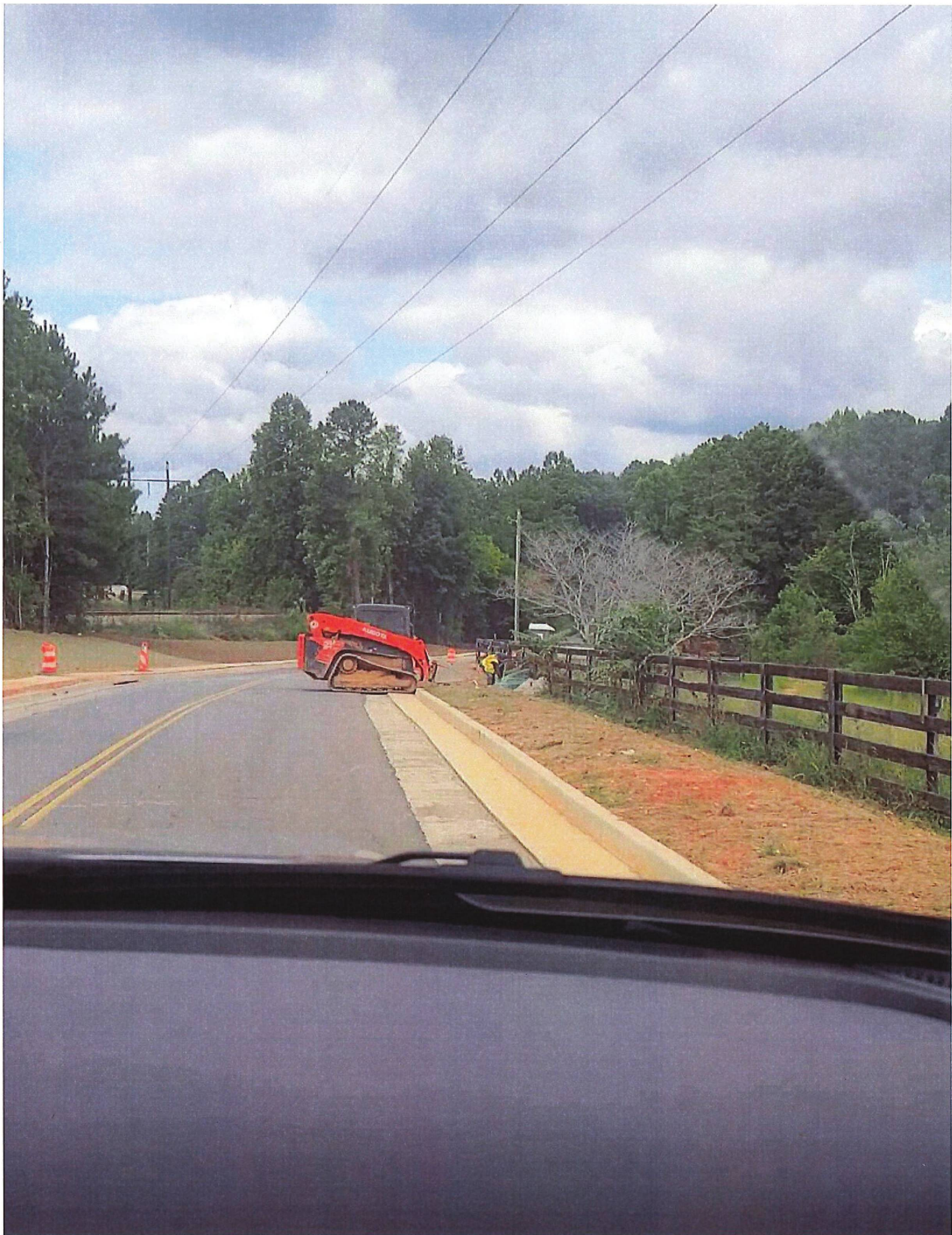
Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com



Rob Logan

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Friday, January 15, 2021 8:32 AM
To: Rob Logan
Subject: FW: Palm Street Project Traffic Control Deduction

And this was the 2nd one...this one didn't have any pics.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: Jacob Hughes <jacob@bmandkinc.com>
Sent: Monday, September 28, 2020 8:05 AM
To: 'Jason Moody' <jason.a1contracting@gmail.com>; 'Dennis O'Briant' <denniso.a1contracting@gmail.com>
Cc: 'Rob Logan' <rlogan@hollyspringsga.us>; 'Erin Honea' <ehonea@hollyspringsga.us>; Donald Bean <dbean@bmandkinc.com>
Subject: RE: Palm Street Project Traffic Control Deduction

Gentlemen,

On Friday (9-25-20), equipment was present in the travel lanes without the proper flagging operation. This has been discussed onsite with A1 personnel numerous times by the inspection staff. This is in direct violation of section 150 of the contract and results in a non-refundable \$1300 deduction per section 150.5.01 of the contract. This shall be reflective on the next pay application and shown in a new line item titled "Traffic Control – Deduction" as a deduction. This fine is a daily charge and will be assessed each day that a violation is noted. This is the second time this has happened this month.

Jacob
Hughes, P.E.



Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

Cell 678.522.5601
jacob@bmandkinc.com

www.bmandk.com

From: [Rob Logan](#)
To: [Karen Norred](#); [Erin Honea](#)
Cc: jacob@bmandkinc.com
Subject: FW: Info
Date: Thursday, January 28, 2021 11:06:07 AM
Attachments: [Dec 9 completion request.pdf](#)
[16 day request.pdf](#)
[Ga power delays.pdf](#)
[Nov 6 completion request.pdf](#)
[Fence approval and time extension request.pdf](#)
[image002.png](#)

These are the documents that Jason sent in regard to the request for relief from the liquidated damages. Jacob will also be present at the meeting Monday night.

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
rlogan@hollyspringsga.us
(Office) 770-721-7503
(Fax) 678-880-9500

From: Jason Moody <jason.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 12:11 PM
To: Rob Logan <rlogan@hollyspringsga.us>
Subject: Info

Rob,

Attached are my supporting documents to back up my request for relief from LDs. It is actually 90 days once broken down. 53 for utility, 21 for the fence and the 16 that have already been granted. Being that Dec 9 was the day Perm striping was installed and the fence REPLACEMENT was added to the scope I feel that Dec 9 should be the completion date with a request 74 days of LD relief which does not include time for the fence.

I appreciate everyone's time and consideration during these trying times!!

Please feel free to contact me if needed.



Jason Moody
PRESIDENT
SITE – CONCRETE – LANDSCAPE
138 Moose Loop Road | Canton GA 30114
PHONE | 770 345 9464 | MOBILE 404 849 1343
EMAIL | Jason.A1Contracting@gmail.com
"INTEGRITY FIRST"



OCT

Jacob , we are requesting a five day extension on the doghouse structure built from an approved change order 1. Excavate and cut pipe and pour base, let it cure 2. Build brick structure, let it cure 3. Backfill and compact frame throat and pour, let it cure 4. Strip throat, frame top and pour, let it cure 5. Strip top backfill. The approved change order for apron, 1 day grade and pour

The FES and pipe approved change order, we are requesting a 1 day extension

Road milling and paving extension, we were scheduled to start oct 23rd and due to the on and off rain for the week I am requesting a 7 day extension for this. I have attached the rain log for this timeframe and this has a direct effect on the paving timeline. Thank you

Dennis O'Briant

Operations Manager

* This was SENT w/ OCT
PAY APP
AT THIS TIME the fence change order was
NOT Approved!

Mayor
Steven W. Miller

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 - Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

November 18, 2020

Mr. Jason Moody
A1 Contracting, LLC
138 Moose Loop
Canton, GA 30114

Dear Jason,

I forwarded your request for an extension and relief from liquidated damages to BM&K Construction & Engineering for their review. Based on their review of the documents that you submitted and the construction contract, BM&K recommended that the City of Holly Springs grant the following:

Weather Delays	9 additional days
Change Orders	7 additional days
Utility Delays	0 additional days

The City of Holly Springs City Council discussed your request at their meeting on November 16th and voted to grant A1 Contracting, LLC sixteen (16) additional days based on the recommendation from BM&K Construction & Engineering. Therefore, liquidated damages shall continue to accrue until the work outlined in the contract has been completed.

If you have any questions, please feel free to contact me at City Hall at 770-345-5536.

Sincerely,

Robert H. Logan, CPA, CGMA
City Manager

cc: Jacob Hughes, PE
Karen Norred

*This Request had nothing
To Do w/ Final*



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm street

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>
To: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>
Cc: Jacob Hughes <jacob@bmandkinc.com>

Wed, Dec 9, 2020 at 3:38 PM

Good afternoon, Donald we will be finished with the permanent striping at the end of day, and the fence will continue for the rest of the week.
This email will stand as a notice for substantial completion on the Palm street drainage project.

The city is charging LD's on
Change order work.

Jacob Hughes <jacob@bmandkinc.com>
To: Dennis O'Briant <denniso.a1contracting@gmail.com>
Cc: Rob Logan <rlogan@hollyspringsga.us>, Jason Moody <Jason.A1Contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

Wed, Dec 9, 2020 at 4:18 PM

Dennis,

I agree that substantial completion will be achieved when the fence has been completed.

Also, I received a time extension request from Bobbye with the last pay app requesting 10 additional days for the fence. A1 was already granted additional days for the fence Change Order. See attached letter from City Manager. No additional days will be granted.

Jacob
Hughes,
P.E.

Senior Project Manager
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115



Cell 678.522.5601
jacob@bmandkinc.com

* The Fence change order was NOT approved
until Nov. The 16 Day Extension was
from the October Request. DID NOT
Include ANY Type of Request for
the Fence.



12/07/2020

Good afternoon, this is a request for a 10 day extension for the fence change order that was approved. thank you

Dennis O'Briant

Operations Manager

* This was submitted before anyone
knew the second fence had to be phased.
Phasing this fence took 11 additional calendar days

Jason Moody

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 11:51 AM
To: Jason Moody
Subject: Fwd: Palm street

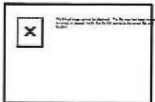
----- Forwarded message -----

From: Jacob Hughes <jacob@bmandkinc.com>
Date: Fri, Nov 6, 2020, 4:56 PM
Subject: RE: Palm street
To: Dennis O'Briant <denniso.a1contracting@gmail.com>
Cc: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>, Rob Logan <rlogan@hollyspringsga.us>

OK. Let's go with the new fence. The removal item in the contract should cover removing the existing fence. The new fence item can be paid for in the contingency line item and the reset fence item will not be used.

Mr. Ince needs a few days of notice prior to demo...he has animals.

**Jacob
Hughes, P.E.**



Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Friday, November 6, 2020 4:53 PM
To: Jacob Hughes <jacob@bmandkinc.com>
Cc: Donald Bean <dbean@bmandkinc.com>; Jason Moody <Jason.A1Contracting@gmail.com>; Rob Logan <rlogan@hollyspringsga.us>
Subject: Re: Palm street

Jacob, the 21.00 If price includes paint, both fences are dilapidated and in bad condition, I would not recommend trying to reuse the fence.

On Fri, Nov 6, 2020, 4:32 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

The intent for both fences prior to construction was to indeed remove and reset the existing fence. I know during construction some of the fence has been damaged and was replaced. A1 needs to determine if the fence can be removed and reused. If not, then are you saying the new fence price is \$21 per linear foot installed for new fence? That price should include painting the fence to match the existing if the property owners desire it to match.

**Jacob
Hughes, P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Monday, November 2, 2020 4:50 PM
To: Jacob Hughes <jacob@bmandkinc.com>; Donald Bean <dbean@bmandkinc.com>; Jason Moody <Jason.A1Contracting@gmail.com>
Subject: Palm street

Jacob, hope you are well today. I would like some clarification on the fence, in the line item we will remove and reset the existing fence and it states the same in the contract documents under having to remove and reset miscellaneous items, the price we have provided is for that only, both of the homeowner's are expecting and upgraded new fence and the price for that is 21.00 a linear foot, and the total fence line for both properties measures 1381 lf, it is over the line item by 81 ft. Please advise the direction you would like to go from here. Thank you.

Jason Moody

From: Jason Moody <jason.a1contracting@gmail.com>
Sent: Friday, January 22, 2021 11:43 AM
To: Jason Moody
Subject: Fwd: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

----- Forwarded message -----

From: **Jason Moody** <jason.a1contracting@gmail.com>

Date: Tue, Jan 5, 2021, 6:06 PM

Subject: Re: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Dennis O'Briant <denniso.a1contracting@gmail.com>, Varri Kline <varrik.a1contracting@gmail.com>, Rob Logan <rlogan@hollyspringsga.us>, Donald Bean <dbean@bmandkinc.com>

Ok Jacob, if you say so... You might want to review your emails....

On Tue, Jan 5, 2021, 6:03 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

I'm not implying anything...I'm telling you straight up...the CO that was approved by City Council only included the items that were listed (i.e. doghouse, new concrete driveway)...in a separate email chain the fence was approved on 11-6-20 and it didn't include any time request from A1.

** This Request was made on 12/7*

On Tue, Jan 5, 2021 at 5:57 PM Jason Moody <jason.a1contracting@gmail.com> wrote:

You are implying that the request approved by the city included the fence, now you are saying no time has been requested, which is Jacob?

Sounds like it was never presented To the City Council?

On Tue, Jan 5, 2021, 5:55 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

Jason I don't know how many times we are going to have to go over this. A change order for replacing fence was approved via an email chain on 11-6-2020. You were copied in it. No time was requested for fence. No time will be granted for fence...as previously stated your contract was to remove and reset the existing fence...the only thing that changed was the old fence was not in any shape to be reused so you had to use new materials.

On Tue, Jan 5, 2021 at 4:20 PM Jason Moody <jason.a1contracting@gmail.com> wrote:

Jacob,

The 10 Day Request was Projected on

You do realize that additional time requested did not include the fence as it was not approved at the time. The replacement of the fence was never part of the contract.

12/9 By Jacob

On Tue, Jan 5, 2021, 3:45 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

Dennis,

The City's letter granting your time extension included 7 days for the Change Orders and an additional 9 days for weather. This means that time will stop officially on 12-30-20. However, you will only be charged 14 days for the month of December for liquidated damages. That can be reflected on the next pay app.

**Jacob
Hughes, P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com

www.bmandk.com

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

Sent: Tuesday, January 5, 2021 3:12 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Varri Kline <varrik.a1contracting@gmail.com>; Jason Moody <Jason.A1Contracting@gmail.com>

Subject: Re: Completion Letter (Signed) - Palm Street Sidewalk and Drainage (Holly Springs, GA)

Jacob, the fence was finished on this date and that was a change order, the permanent striping was finished December 5th. In my records that is the original substantial completion date.

On Tue, Jan 5, 2021, 2:19 PM Jacob Hughes <jacob@bmandkinc.com> wrote:

~~We agree and will stop time on the project on 12-30-2020 per your letter. The City will forward a punch list for completion within 30 days of receipt when it is compiled next week.~~

**Jacob
Hughes, P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112



12/07/2020

Good afternoon, this is a request for a 10 day extension for the fence change order that was approved.thank you

Dennis O'Briant

Operations Manager

* This was submitted before anyone
knew the second fence had to be phased.
Phasing this fence took 11 additional calendar days



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm street

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Wed, Dec 9, 2020 at 3:38 PM

To: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Cc: Jacob Hughes <jacob@bmandkinc.com>

Good afternoon, Donald we will be finished with the permanent striping at the end of day, and the fence will continue for the rest of the week.

This email will stand as a notice for substantial completion on the Palm street drainage project.

*The city is charging LD's on
Change order work.*

Wed, Dec 9, 2020 at 4:18 PM

Jacob Hughes <jacob@bmandkinc.com>

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Cc: Rob Logan <rlogan@hollyspringsga.us>, Jason Moody <Jason.A1Contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

Dennis,

I agree that substantial completion will be achieved when the fence has been completed.

Also, I received a time extension request from Bobbye with the last pay app requesting 10 additional days for the fence. A1 was already granted additional days for the fence Change Order. See attached letter from City Manager. No additional days will be granted.

**Jacob
Hughes,
P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115

Cell 678.522.5601

jacob@bmandkinc.com



** The Fence change order was NOT approved
until Nov. The 16 Day Extension was
from the October Request. DID NOT
Include ANY Type of Request for
the Fence.*



www.bmandk.com

March 2, 2020

TO: A1 Contracting, Georgia Power, COMCAST Cable, Crowncastle, Cherokee County Water & Sewer Authority (CCWSA), Atlanta Gas Light, Windstream Communications, Zayo,

RE: Notice to Proceed - Utilities
Palm Street Sidewalk & Drainage Project

Dear Sir or Madam:

This project was awarded to A1 Contracting by the Holly Springs City Council on February 24, 2020 and construction will begin soon.

You are hereby directed to proceed with the removal, relocation and adjustment of your utility facilities in conflict with the proposed construction. **Work shall be completed within sixty days from the date of this letter, or an adjustment schedule needs to be provided to our offices for review and approval.** In the event it is not possible for all of your work to be completed within the scheduled time, please notify this office promptly of your schedule for completion, outlining the reasons for not completing your work within the allotted time as stated above.

Before beginning any adjustment work on this project, it will be necessary for you to contact Jacob Hughes, P.E. to arrange for the required City of Holly Springs Utility permit/supervision of your work.

If a half size set of plans or electronics are needed please let us know and we will get the information to you for the project.

If we can provide any further information or assistance, please contact me at (678)522-5601.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Hughes", is written over the typed name "Jacob Hughes, P.E.".

Jacob Hughes, P.E.
Consultant City Engineer
City of Holly Springs, Georgia

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

phone: 678.522.5601



Dennis O'Briant <denniso.a1contracting@gmail.com>

RE: Ga Power poles City of Holly Springs Palm St project

7 messages

Gay, John C. <JCGAY@southernco.com>

Tue, Oct 13, 2020 at 8:37 AM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Cc: "Gay, John C." <JCGAY@southernco.com>, "Boggs, Christopher J." <cjboggs@southernco.com>

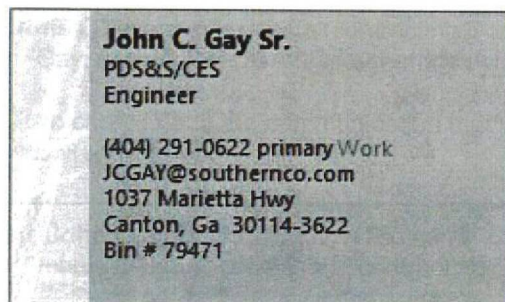
Dennis,

Here is a timeline of communications, GPC agreement, and GPC construction for this project:

- **11/18/2019:** GPC received 1st submission plans
 - **01/06/2020:** GPC returned to BMK (representative for the city as Project Manager) existing and proposed
 - * • **03/02/2020:** GPC received NTP from the city
 - No 2nd submission plans were received
 - No other communication was received or discussion about GPC's proposed relocations prior to the NTP issuance
 - GPC replied immediately to this NTP notification explaining that several items had to be completed before release to GPC construction
 - **03/11/2020:** GPC (John Gay & Chris Boggs) met with BMK (Jacob Hughes) to discuss overhead power lines and poles in conflict with installation of 54" storm drain pipe
 - Discussion led to redesign for GPC proposed relocations due to constructability issues for the install of above referenced storm drain
 - **05/27/2020:** GPC sent agreement to the city of Holly Springs
 - **06/17/2020:** GPC received executed agreement from the city of Holly Springs
 - **07/20/2020:** GPC construction started
 - **08/30/2020:** GPC construction completed; approximate date
- ▶ We were at a stand still on July 7 (Approx 53 calendar Day Delay)*

Let me know if you need any other information.

** The NTP was Issued 3.5 Months Before The Agreement was Signed BY the City. Please Keep In MIND this should Be Done Prior To NTP*



From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Sent: Monday, October 12, 2020 2:49 PM
To: Gay, John C. <JCGAY@southernco.com>
Subject: Fwd: Ga Power poles

EXTERNAL MAIL: Caution Opening Links or Files

John here is the emails I have sent to BM and K referring to the poles, let me know if you can help me in any way. thanks John

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>
Date: Mon, Jun 1, 2020 at 3:49 PM
Subject: Ga Power poles
To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

Gentleman, I have spoken to Ga Power about the schedule to remove or relocate the poles at the Palm street project, he stated that the City of Holly Springs has not signed the agreement yet with Ga Power to proceed with their scope of work, and that they are a minimum of two weeks out once signed, this will impede on A1 Contractings schedule to safely install the pipe and structures around these poles, is there any way to fast track this? Thank you for your time. Dennis.



Dennis O'Briant <denniso.a1contracting@gmail.com>

Ga Power poles

8 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Jun 1, 2020 at 3:49 PM

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>

Bcc: Jason Moody <Jason.A1Contracting@gmail.com>

Gentleman, I have spoken to Ga Power about the schedule to remove or relocate the poles at the Palm street project, he stated that the City of Holly Springs has not signed the agreement yet with Ga Power to proceed with their scope of work, and that they are a minimum of two weeks out once signed, this will impede on A1 Contractings schedule to safely install the pipe and structures around these poles, is there any way to fast track this? Thank you for your time.
Dennis.

This should have been completed before the NTP was issued

Jacob Hughes <jacob@bmandkinc.com>

Mon, Jun 1, 2020 at 5:16 PM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>, Donald Bean <dbean@bmandkinc.com>

The City Manager said they just got the agreement and it is on the City Council agenda tonight for signatures. I check will be issued to GA Power next week.

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Mon, Jun 1, 2020 at 6:18 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Donald Bean <dbean@bmandkinc.com>

Great, thanks for the update.

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Jul 7, 2020 at 6:10 PM

To: Jacob Hughes <jacob@bmandkinc.com>

Cc: Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Team,

I want to give a quick update on Ga Power, they have yet to move the poles interfering with the installation of the 54 inch pipe and structures, this is severely impeding on our schedule, they have bored the new line in across the road, they are attempting to set poles, but can not at this time give me a schedule for the removal of the poles in the conflicted area, again this is impeding on our schedule and is affecting our projected finish time on this project, also I will be looking at accruing extra days for the rain events that have also impeded our schedule. If you have any questions please let me know. Dennis

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>
To: jcgay@southernco.com

Mon, Oct 12, 2020 at 2:48 PM

John here is the emails I have sent to BM and K referring to the poles, let me know if you can help me in any way. thanks John

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

Dennis O'Briant <denniso.a1contracting@gmail.com>
To: Varri Kline <varrik.a1contracting@gmail.com>

Tue, Oct 27, 2020 at 7:56 AM

fyi

----- Forwarded message -----

From: Dennis O'Briant <denniso.a1contracting@gmail.com>

Date: Mon, Jun 1, 2020 at 3:49 PM

Subject: Ga Power poles

To: Jacob Hughes <jacob@bmandkinc.com>, **Donald Bean** <dbean@bmandkinc.com>

[Quoted text hidden]

Varri Kline <varrik.a1contracting@gmail.com>
To: Dennis O'Briant <denniso.a1contracting@gmail.com>

Thu, Oct 29, 2020 at 3:44 PM

Thank you,



Javarri Kline
SITE - CONCRETE - LANDSCAPE
138 Moose Loop Rd Canton, GA 30114
Office | (770) 345-9464
Mobile | (404) 304-4826
VarriK.A1Contracting@gmail.com
"Integrity First"

[Quoted text hidden]



Time Extension Letter 2 - Palm Street Sidewalk and Drainage (Holly Springs, GA).docx

100K

Varri Kline <varrik.a1contracting@gmail.com>

Thu, Oct 29, 2020 at 4:01 PM

To: Dennis O'Briant <DennisO.A1Contracting@gmail.com>

Thank you,



Javarri Kline

SITE - CONCRETE - LANDSCAPE

138 Moose Loop Rd Canton, GA 30114

Office | (770) 345-9464

Mobile | (404) 304-4826

VarriK.A1Contracting@gmail.com

"Integrity First"

[Quoted text hidden]



Time Extension Letter 2 - Palm Street Sidewalk and Drainage (Holly Springs, GA).docx

100K



Dennis O'Briant <denniso.a1contracting@gmail.com>

Palm Street substantial completion

2 messages

Dennis O'Briant <denniso.a1contracting@gmail.com>

Tue, Nov 24, 2020 at 1:20 PM

To: Jacob Hughes <jacob@bmandkinc.com>, Donald Bean <dbean@bmandkinc.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Team, here is a letter stating our substantial completion on this project, let me know if you have any questions.



palm street substantial completion.pdf

76K

Jacob Hughes <jacob@bmandkinc.com>

Mon, Nov 30, 2020 at 9:57 AM

To: Dennis O'Briant <denniso.a1contracting@gmail.com>, Jason Moody <Jason.A1Contracting@gmail.com>

Cc: Rob Logan <rlogan@hollyspringsga.us>, Donald Bean <dbean@bmandkinc.com>

Dennis & Jason,

Per the letter dated 11-18-20 from the City Manager, "...liquidated damages shall continue to accrue until the work outlined in the contract has been completed." The substantial completion date that is listed in the attached letter is incorrect as there are still outstanding work items to be installed on the project. (i.e. fencing and final striping). When these 2 items have been completed the City will accept that the project is substantially complete.

**Jacob
Hughes,
P.E.**

Senior Project Manager

103 Mountain Brook Drive

Suite 112

Holly Springs, GA 30115



Cell 678.522.5601

jacob@bmandkinc.com



11/24/2020

Good afternoon, as of Nov. 6th we have accomplished substantial completion on the Palm Street Drainage Project. The change order work regarding the new fence installation is in process, if you have any questions feel free to let me know.

Dennis O'Briant

Operations Manager

* Everything was complete on Nov. 6th w/ Exception of Perm Striping
- Temp striping was installed ~~there~~

* Punch List should have been generated at this point, the only contract item remaining was Perm striping

Harmony on the Lakes at Holly Springs Community Association, Inc.
c/o Sixes Management Group
1007 Towne Lake Hills East
Woodstock, GA 30189

November 30, 2020

Dear North Village Commercial Property Owner,

The Harmony on the Lakes at Holly Springs Community Association, Inc. ("Association") was not successful in receiving the votes necessary on the proposed amendment to restructure the North Commercial Village Association, intended to remove residential homeowners and restructure the financial obligations to reduce the costs allocated to commercial owners and increase the Harmony on the Lakes at Holly Springs Community Association contribution. With the amendment not having been approved, please find enclosed the 2021 budget for the North Village Commercial.

The assessment for the Cost Sharing of Shared Areas is due on January 1, 2021 and will be considered late as of March 1, 2021. Late payments will be subject to a 10% late charge. There are three payment options available: (1) you may pay by check (2) ACH debit, or (3) credit card (a convenience fee is charged by the processing bank for all credit card payments). Online payment instructions are included at the bottom of this letter and may be made at www.propertypay.cit.com.

The Declaration of Easements and Restrictions for the North Village Commercial were recorded on March 2, 2005 in the Cherokee County land records Book 7738, Page 480, with two subsequent Amendments in Book 7869, Page 202 and Book 14231, Page 1434. Article 5 of the Declaration outlines "Cost Sharing of Shared Areas" which assigns responsibility of the maintenance, repair, replacement, insurance and upkeep of the Shared area to the Association and assigns 50% of the costs to the Association and 50% of the costs to the North Commercial Village owners. Per Exhibit B of the Declaration, the Shared Areas include (plats are included with this letter):

1. That certain area designated as "Park" containing .47 acres
2. That certain medium located on Harmony Lake Drive which lies between Parcel 2 and Parcel 5; and
3. That certain greenspace, if any, which lies between the paved portion of Hickory Flat Highway (SR 140) and the boundary line of Parcel 1, Parcel 2, Parcel 5 and Parcel 6

In addition to the Cost sharing of Shared Areas, the Declaration also provides for a capitalization fee payable to the Association upon the sale or conveyance of any North Commercial Village Parcel.

As you will note in the attached plats, certain Parcels included in this Declaration were not in fact developed as Commercial parcels and were instead subdivided and sold as residential units or used as private alleyways. The Association would like to meet with the North Commercial Village parcel owners to discuss a possible amendment to restructure the North Commercial Village to consider the removal of the residential units from this agreement and revisit the Cost Sharing and Capitalization Fee levels in the event the residential units are excluded.

The Association looks forward to working cooperatively with the North Village Commercial owners to continue to pass an amendment to the existing Declaration to more accurately align with the manner in

which the parcels were developed. Please be aware that the Reserve Contribution for 2021 reflects the fact that no funds were historically set aside for necessary repair and replacement projects, and the Association expects that future Reserve contributions will be lower once an adequate Reserve balance is established.

Additionally, the proposed amendment is included with this letter and we ask that you please sign and return as soon as possible. If you specific questions, please feel free to contact Sixes Management Group at james.haslam@sixesmanagement.com or (770) 575-0943.

Respectfully,

The Board of Directors
Harmony on the Lakes at Holly Springs
Community Association, Inc.

Online Payment Instructions for Assessments

Payment website:	https://propertypay.cit.com/
Management Co ID:	0514
Association ID:	0528
Property Account #	Located on enclosed statement

Upon recording please return to:
Amy H. Bray, Esq.
Coulter & Sierra, LLC
2800 Century Parkway, Suite 275
Atlanta, Georgia 30345
1061.01

Cross Reference Deed Book: 7738
Page: 480

STATE OF GEORGIA
COUNTY OF CHEROKEE

AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS
(North Village Commercial)

THIS AMENDMENT is made as of the ____ day of _____, 2020 by Harmony on the Lakes at Holly Springs Community Association, Inc., a Georgia nonprofit corporation (the "Association") and the undersigned Owners of Parcels. All capitalized terms used herein shall be given the meanings used in the Declaration.

RECITALS:

WHEREAS, Holly Springs Macauley One, LLC signed and recorded that certain Declaration of Easements and Restrictions (North Village Commercial) on March 2, 2005, in Deed Book 7738, Page 480, *et seq.* in the Office of the Clerk of the Superior Court of Cherokee County, Georgia; as amended by that certain Amendment to Declaration of Easements and Restrictions (North Village Commercial), recorded on April 27, 2005, in Deed Book 7869, Page 202, *et seq.* in the Office of the Clerk of the Superior Court of Cherokee County, Georgia; as further amended by that certain Amendment to Declaration of Easements and Restrictions for North Village Commercial, recorded on December 4, 2017, in Deed Book 142131, Page 1434, *et seq.* in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (the "Declaration"); and

WHEREAS, pursuant to the terms of Section 10(i) of the Declaration, the Declaration may be amended at any time by an instrument in writing, executed and acknowledged by the Association and all Owners of Parcels comprising the Property and recorded in the public records in which the Declaration is recorded; and

WHEREAS, the Association desires to amend the Declaration to withdraw Parcels from the Declaration and to adjust the cost sharing percentages between the parties; and

WHEREAS, the Owner of Parcel 1, KEC Land Development, LLC, has acknowledged and executed this Amendment as evidenced by their signatures below; and

WHEREAS, the Owner of Parcel 2, Brothers Properties Harmony, LLC, has acknowledged and executed this Amendment as evidenced by their signatures below; and

WHEREAS, the Owners of Parcel 3 (portions of such Parcel also being known as 130 Harmony Lake Drive, 132 Harmony Lake Drive, 134 Harmony Lake Drive, and 136 Harmony Lake Drive), Justin

Freer, Kristin Freer, Timothy Minter, Jenny Minter, Ronald Doane, Amanda Doane, Bruno Pirrello, and Pamela Pirrello, have acknowledged and executed this Amendment as evidenced by their signatures below; and

WHEREAS, the Owners of Parcel 4 (portions of such Parcel also being known as 140 Harmony Lake Drive, 142 Harmony Lake Drive, and 144 Harmony Lake Drive), Mathew Chastain, Randy Dozier, Lonna Dozier, Paul Blevins, and Michelle Allen-Blevins, have acknowledged and executed this Amendment as evidenced by their signatures below; and

WHEREAS, the Owner of Parcel 5a, Premier Healthcare Services, LLC, has acknowledged and executed this Amendment as evidenced by their signatures below; and

WHEREAS, the Owner of Parcel 5b, City of Holly Springs, has acknowledged and executed this Amendment as evidenced by their signatures below; and

WHEREAS, the Owner of Parcel 6, Olde Cherokee Properties, LLC, has acknowledged and executed this Amendment as evidenced by their signatures below; and

NOW, THEREFORE, pursuant to the powers vested in the Association and the acknowledgement of the Owners of the Parcels, the provisions of the Declaration as modified by this Amendment shall be binding upon the Owners of the Parcels within the Properties and upon the Association in accordance with the terms of the Declaration.

1.

Section 5(c) of the Declaration is hereby modified by deleting it in its entirety and replacing it with the following new Section 5(c) of the Declaration:

c. The cost of performing the maintenance, repair, replacement, insurance and upkeep of the Shared Areas ("Shared Costs") shall be allocated sixty-six point seven percent (66.7%) to the Association and thirty-three point three percent (33.3%) to the Owners. The Owners shall allocate their thirty-three point three percent (33.3%) of the Shared Costs amongst the Owners based on each Owner's prorated share of the total acreage of the Property (to the nearest thousandth).

The obligation to pay this amount shall be mandatory, regardless of whether an Owner agrees with or is satisfied with the manner and extent of the performance by the Association. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it; provided the Association may seek to enforce the provisions of this Declaration by pursuing all other legal and equitable remedies available.

2.

The Parcels described in Exhibit "A" attached hereto and made a part hereof, being Parcel 3 and Parcel 4, which includes the Shared Areas identified as the access easement adjacent to Parcel 3 and the

access easement adjacent to Parcel 4 are hereby withdrawn from the terms of this Declaration, and this Declaration shall have no further force or effect as to such properties from the date of recording this Amendment in the public records.

3.

In all other respects, the Declaration shall remain unmodified and in full effect.

IN WITNESS WHEREOF, the undersigned Association and Owners have executed this Amendment.

ASSOCIATION: **Harmony on the Lakes at Holly Springs
Community Association, Inc.,**
a Georgia nonprofit corporation

Signed, sealed and delivered,
The ____ day of _____, 20 ____
In the presence of:

By: _____ (SEAL)
President

Unofficial Witness

Attest: _____ (SEAL)
Secretary

Notary Public
[NOTARIAL SEAL]

Acknowledged and agreed to by the Owner of Parcel ____, signed and sealed as of the ____ day of _____, 20 ____.

Parcel Owner: _____

Signed, sealed and delivered,
The ____ day of _____, 20 ____
In the presence of:

By: _____ (SEAL)
Its: _____

Unofficial Witness

Notary Public
[NOTARIAL SEAL]

Harmony on the Lakes at Holly Springs Community Association, Inc.
North Commercial Village: Shared Areas
2021 Budget

2021

Revenues

Contribution: Harmony on the Lakes (50%)	6,975
Assessments: North Village Commercial Owners (50%)	6,975
Total Revenues	<u>\$13,950</u>

Expenses

Insurance	350
Landscaping Contract Service	5,100
Repairs and Maintenance: Landscaping	500
Repairs and Maintenance: Structures	500
Reserve Contribution	7,500
Total Expenses	<u>\$13,950</u>

Excess Revenue / (Expense)

\$0

Parcel Assessments

Parcel Owners (50%)	6,975.00	<u>Acres</u>
Parcel 1	1,679.91	1.750
Parcel 2	969.55	1.010
Parcel 3		1.090
<i>Lot 1 (130 Harmony Lake Drive)</i>	<i>184.31</i>	<i>0.192</i>
<i>Lot 2 (132 Harmony Lake Drive)</i>	<i>184.31</i>	<i>0.192</i>
<i>Lot 3 (134 Harmony Lake Drive)</i>	<i>251.51</i>	<i>0.262</i>
<i>Lot 4 (136 Harmony Lake Drive)</i>	<i>203.51</i>	<i>0.212</i>
<i>Tract 1a (Alley, Association)</i>	<i>222.71</i>	<i>0.232</i>
Parcel 4		1.000
<i>Lot 5 (140 Harmony Lake Drive)</i>	<i>184.79</i>	<i>0.193</i>
<i>Lot 6 (142 Harmony Lake Drive)</i>	<i>232.79</i>	<i>0.243</i>
<i>Lot 7 (144 Harmony Lake Drive)</i>	<i>271.19</i>	<i>0.283</i>
<i>Tract 2a (Alley, Association)</i>	<i>271.19</i>	<i>0.283</i>
Parcel 5A	399.34	0.416
Parcel 5B	1,276.73	1.330
Parcel 6	643.17	0.670
	<u>6,975.00</u>	<u>7.266</u>



COUNCIL AGENDA REPORT

FROM: Robert H. Logan *RH2*

TO: Mayor and City Council

CC: City Clerk
Public Information

SUBJECT: Additional Demolition and Haul Off at Cagle Family Farm

DATE: January 26, 2021

RECOMMENDATION: To approve a proposal from Cleghorn Contracting for the demolition of an old mobile home and the removal of debris from the site of the Cagle Family Farm on Stringer Road.

REPORT-IN-BRIEF: The City of Holly Springs Parks and Recreation Authority approved a ten-year lease agreement with Benjamin and Vicki F. Cagle for the Cagle Family Farm on October 19, 2020. Mr. and Mrs. Cagle plan to use the Cagle Family Farm site for their annual corn maze and agri-tourism activities. Based on a conversation with Mr. Cagle in December, the demolition of an old mobile home and additional debris left on the east side of the property would be required in order for them to fully utilize the property.

CONCURRENCES: Staff concurs with this recommendation.

FISCAL IMPACT: The proposed cost of the demolition and haul off is \$18,100 and would be paid from the Holly Springs Parks and Recreation Fund.

CLECHORN

Contracting

Contracting

Grading • Hauling • Pipe

163 Georgetown Circle - Canton, GA 30115

770.560.5682



No. 1873

Customer City of Holly Springs - Ben Cagle

Job Name Caslos Farm

Job Location Stringer Rd

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
1-25	demo and haul off mobile home			
	clean up, debris removal and haul off			
	TOTAL			18,100 ⁰⁰

SUBCONTRACT

between

City of Holly Springs

and

Cherokee FOCUS

This agreement between the City of Holly Springs (hereinafter, "City") and Cherokee FOCUS (hereinafter, "Subcontractor") for the performance of certain activities identified in the proposal for the ARWB/ARC WIA RFP and in accordance with the terms and conditions set forth herein.

SUBCONTRACT SCHEDULE

ARTICLE I - PERFORMANCE AND DELIVERY

A. Statement of Work and Key Investigator - The statement of work for this subcontract is attached hereto as ARC/ARWBD WIOA RFP. The Subcontractor's key program for this effort shall be Cherokee Youth Works. No change in scope of work, or absence or change in the Subcontractor's key program may be made without written permission of the City.

B. Period of Performance - The period of performance of this subcontract shall be July 1, 2021, through June 30, 2025.

C. Total Cost - The total cost to the City for full performance of this subcontract shall not exceed \$125,000 as allotted by ARC/ARWDB WIOA Grant.

ARTICLE II - COSTS, PAYMENT, AND BILLING

A. Allowable Cost - Allowable costs and fees eligible for reimbursement to the Subcontractor for performance of this subcontract shall be determine in accordance with:

1. The budget attached and incorporated herein as *Proposed Youth Out-of-School Services Detailed Budget & Proposed Youth In-School Services Detailed Budget* of ARC/ARWBD WIOA proposal.
2. The terms of this Subcontract.

B. Payment - Payment will be made by the City to the Subcontractor on a quarterly basis, consistent with the provisions of the ARC/ARWBD WIOA Contract, upon presentation of the Subcontractor's certified invoice. The City shall not pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by the ARC/ARWBD WIOA Contract.

The City, at its option, may elect to pay any invoice in accordance with the ARC/ARWBD WIOA Contract Grant if the invoice is at variance with the aforementioned article or may return the invoice unpaid to the Subcontractor for correction and re-submittal.

C. Billing - Invoices shall be submitted as follows:

1. On a monthly basis.
2. In an original, referencing the project title.
3. Providing detail of expenditure in accordance with the budget categories listed in *Proposed Youth Out-of-School Services Detailed Budget & Proposed Youth In-School Services Detailed Budget*.

5. Invoices to be addressed to:

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

ARTICLE III - REBUDGETING

Subcontractor shall not amend budget without approval of City. Budget amendment requests should be directed to the City's Administrative Contact to determine if changes are in accordance with contract guidelines.

ARTICLE IV - INSPECTION, ACCEPTANCE, AND REPORTS

A. Inspection and Acceptance - All work performed under this subcontract is subject to review and acceptance by the City through its authorized representative as indicated below or in Article IX.

B. Technical Reports and Documents - Any technical reports required by ARWB/ARC WIA Guidelines of this subcontract shall be submitted upon request. Review and acceptance for all technical reports and documents called for under this subcontract shall be under the direction of the City Manager.

C. Access to Financial Records - Financial records, supporting documents, and all other records pertinent to this agreement shall be retained for a period of four (4) years from the date of termination of this agreement. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigations, or claims have been disposed of. Unless court actions or audit proceedings have been initiated, Subcontractor may substitute copies made by microfilming, photocopying or similar methods for the original records.

The City, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of Subcontractor which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE V - CONDITIONS OF SUBCONTRACT AWARD

A. Administrative Considerations - This subcontract shall be administered in accordance with the ARWB/ARC WIA Contract Guidelines. In the event of conflict between policies of the Subcontractor and the terms of the Contract, the terms of the Contract shall prevail.

B. Standards of Work - In the performing services under this agreement, the Subcontractor is acting as an independent subcontractor and not as an agent, joint-venturer, or partner of the City. The subcontractor agrees that all work will be performed in accordance with the highest professional standards.

C. Indemnification - Each party will be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages, costs, and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its agents, officers and employees.

ARTICLE VI - TERMINATION

This subcontract may be terminated by either party upon thirty (30) days written notice to the other party except that the termination of the ARWB/ARC WIA Contract concurrently terminates this subcontract. In the event of termination, the Subcontractor shall not incur any new obligations and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Subcontractor for any non-cancelable obligations properly incurred by the Subcontractor prior to termination.

ARTICLE VII - ASSURANCES

Subcontractor in executing this Agreement is certifying adherence to public policy requirements and objectives required by the City.

ARTICLE VIII - SCOPE OF THE AGREEMENT

This Subcontract contains the entire agreement of the parties and cancels and supersedes any previous understanding or agreement related to this Program whether written or oral. All changes or modifications to this Subcontract must be agreed to in writing between the parties.

ARTICLE IX - NOTICES

Unless specified elsewhere in this subcontract, notices or communications pertaining to this agreement shall be addressed to the appropriate party as given below, or such other individual as may hereafter be designated by notice in writing:

For City:
Mr. Robert Logan
City Manager
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

For Subcontractor:
Sonia Carruthers
Executive Director & CEO
Cherokee FOCUS
P.O. 1191
Holly Springs, GA 30142

ARTICLE X - ASSIGNMENT

Neither party shall assign this subcontract, in whole or in part, without the written approval of the other party.

ARTICLE XI - GOVERNING LAW

This subcontract shall be governed by the laws of the State of Georgia.

ARTICLE XII - SIGNATURES

IN WITNESS THEREOF, The parties hereto have caused this Subcontract to be executed in duplicate, each of which shall be considered an original, by their respective signatory officials thereunto duly authorized, as of the day and year indicated below.

Cherokee FOCUS

City of Holly Springs

By: Sonia Carruthers
Title: Executive Director

Robert Logan
City Manager

Date: _____

Date: _____

[illegible]



3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092
o | 770.368.1399
f | 770.368.1944
w | www.fg-inc.net

February 1, 2021

VIA EMAIL

Rob Logan
City of Holly Springs
Holly Springs Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, GA 30115

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #2: Pond B1/B2 Landscape Bid Package & Site Lighting Photometrics
Holly Springs, Georgia**

Mr. Logan:

Foresite Group, LLC thanks you for the opportunity to submit this Proposal for Additional Services to the City of Holly Springs and Holly Springs Downtown Development Authority for providing Professional Design Services for the above referenced project. Our Project Understanding is detailed below, and the following Proposal details the Scope of Services, Additional Services, Fees, and Hourly Rate Schedule.

Project Understanding

Foresite Group has been requested to provide an add service proposal for landscape, fencing, column bid package at Pond B1 and B2 as well as site lighting photometric plans and site lighting coordination for Town Center.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Pond B1 and B2 landscape plans to be designed using civil design completed by others and provided in CAD by Client. Bid package to include column, fencing, planting layout and associated details. See exhibit A for pond locations.
2. Four (4) site visits are included during design and construction for the Pond B1/B2 bid package.
3. Weiser Engineering, a sub-consultant of Foresite Group, will provide Site Lighting photometric plans and coordination with GA Power in development of plan.
4. Permitting and impact fees will be paid by Client. Permitting will be managed by the Client with Foresite Group addressing permit comments.
5. Bidding will be managed and advertised by others.

SECTION 1

Scope of Services

Task 1 – Pond B1 & B2 Landscape Bid Package: *Foresite Group will complete the following tasks as part of this task:*

1. Conduct one (1) site visit for Pond B1 to review existing conditions and meet with neighbors to discuss plant selection. *Completed*
2. Prepare an exhibit with example photos and preliminary landscape, fencing and column layout for Client review. *Completed*
3. Incorporate Client comments into final site and landscape plan with associated fencing and column details.
4. Issue final Pond B1 plans to Client for submittal to municipality for permitting.
5. Conduct one (1) site visit for Pond B2 to review existing conditions.
6. Prepare a preliminary landscape, fencing and column layout for Client review.
7. Incorporate Client comments into final site and landscape plan.
8. Issue final Pond B2 plans to Client for submittal to municipality for permitting.
9. Compile approved Pond B1 and B2 landscape plans and details into one bid package. Submit bid package to Client to issue for bid.
10. Conduct one (1) site visit to assist with layout of fencing and columns for Pond B1 and B2.
11. Conduct one (1) site visit to assist with layout of proposed planting for Pond B1 and B2.

Deliverables:

- *PDF exhibit of plant photos and fencing layout*
- *PDF of bid package*

Task 2 – Site Lighting Photometrics: *A sub-consultant of Foresite Group will complete the following tasks as part of this phase:*

1. Assist with selection of site lighting fixtures.
2. Incorporate approved fixture into site lighting photometric calculations.
3. Incorporate Site Lighting Photometric Plan into the Design Development submittal and submit for Client review.
4. Incorporate Site Lighting Photometric Plan into final Construction Document submittal.

Deliverables:

- *PDF's of Design Development Site Lighting Photometric Plans.*
- *PDF's of Construction Document Site Lighting Photometric Plans.*

SECTION 2

Additional Services

(items not included in this scope but can be provided at an additional fee)

1. Construction documents beyond those listed in the scope.
2. Meetings and additional site visits outside scope of services.
3. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.
4. Additional Bidding Assistance beyond that in the original scope.
5. Additional Construction Administration beyond that in the original scope.
6. Punch lists for Pond Landscaping.

SECTION 3

Fees

Task	Task Fee
Task 1 – Pond B1 & B2 Landscape Bid Package	\$ 4,000.00
Task 2 – Site Lighting Photometrics	\$ 4,500.00
Total	\$ 8,500.00

All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC., 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092.

Invoices are due to Owner's Representative no later than the 10th of each month for services rendered the previous month. Payment will be made on or before the 15th of the following month.

Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 225-285/hour
Practice Leader	\$ 195-225/hour
Director of Engineering, P.E.	\$ 195-205/hour
Division Director	\$ 150-205/hour
Senior Project Manager	\$ 150-195/hour
Senior Project Engineer, P.E.	\$ 150-185/hour
Project Manager	\$ 130-150/hour
Project Engineer, P.E.	\$ 125-150/hour
Project Landscape Architect, RLA	\$ 120-145/hour
Project Analyst	\$ 100-125/hour
Senior Designer	\$ 115-125/hour
Designer	\$ 95-105/hour
CAD Drafter	\$ 80-90/hour
Administrative Assistant	\$ 65/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign two copies of this Letter Agreement in the spaces below. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, LLC.

By: 

Name: Jonathan Bullard, RLA

Title: Greenspace + Land Design, Senior Project Manager

Date: February 1, 2021

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

Client:
Holly Springs Downtown Development Authority

By: _____
(Signature)

Name: _____
(Printed Name)

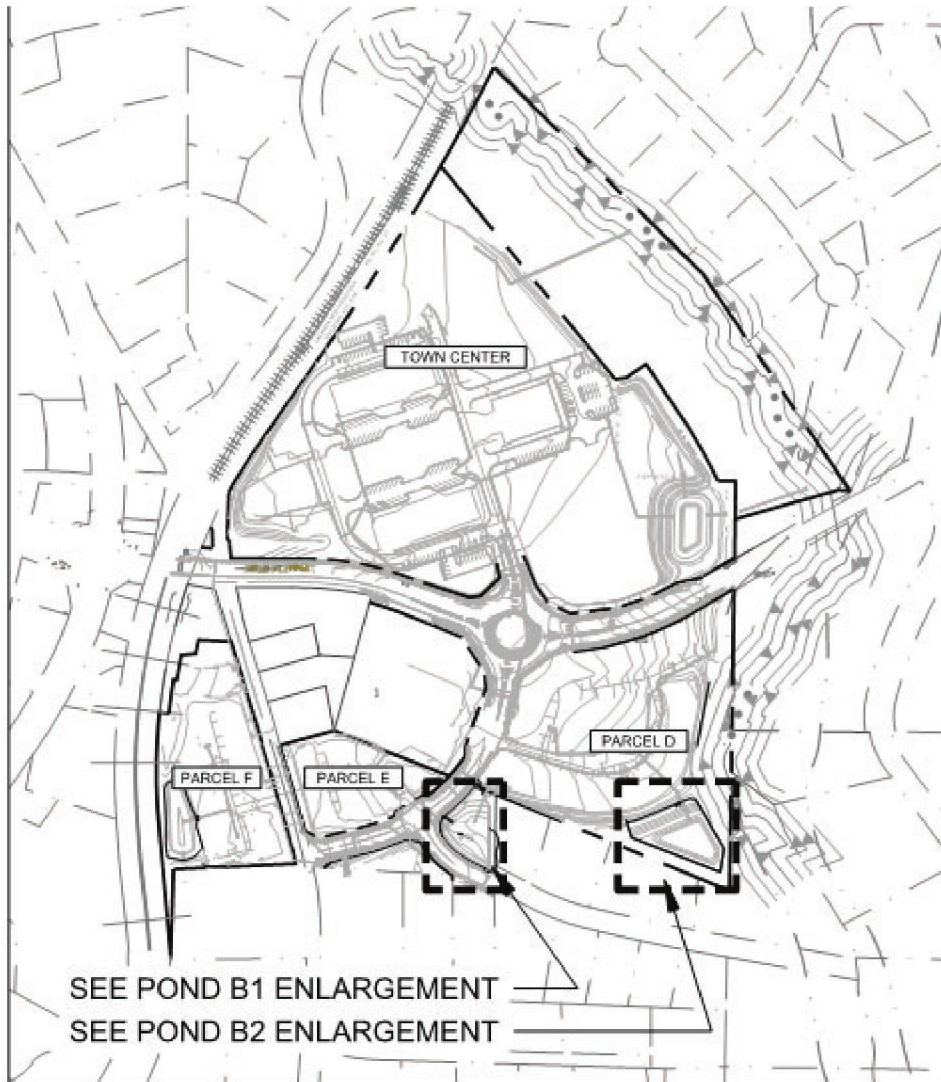
Title: _____

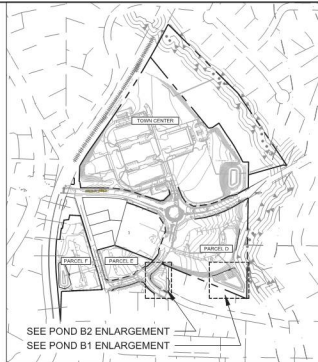
Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Holly Springs Downtown Development Authority
dme.odyssey@gmail.com
Attn: David Edwards

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

Exhibit 'A'
Pond B1 & B2 Vicinity Map





VICINITY MAP
NOT TO SCALE

POND B2 - PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	GAL	TDU
48		ILEX X ATTENUATA SAVANNAH / SAVANNAH HOLLY MIN. 8' HEIGHT	9.8.8	2'CAL	4
3		MAKOLIA GRANDIFLORA 'D.D. BLANCHARD' TM SOUTHERN MAKOLIA PLANT TO GROUND	9.8.8	2'CAL	4
7		QUERUS LYRATA / OVERCUP OAK	9.8.8	2'CAL	5
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE		SPACING
9		GESENIUM SOMMERVIRENS CAROLINA 'YELLOW JESSAMINE'	3 GAL		24' o.c.
100		LOROPETALUM CHINENSE RUBRUM 'PILCO' TM / CRIMSON FIRE FRINGE FLOWER	3 GAL		30' o.c.

CRITICAL NOTE:

LANDSCAPE PLAN INDICATES DIAGRAMMATIC LOCATIONS ONLY. PLANTS ARE TO BE BROUGHT TO THE SITE AND SET IN GENERAL LOCATION, NOT INSTALLED, AS INDICATED ON THE LANDSCAPE PLANS. LANDSCAPE ARCHITECT TO APPROVE PLANT LAYOUT PRIOR TO ACTUAL INSTALLATION. IF PLANTS ARE INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S REVIEW, ALL PLANTS WILL HAVE TO BE REPLANTED AT NO ADDITIONAL COSTS TO THE OWNER. CONTRACTOR TO COORDINATE SCHEDULE FOR REVIEW WITH LANDSCAPE ARCHITECT (48 HOUR NOTICE MINIMUM). NO PORTION OF THE CONTRACTOR'S PAY APPLICATION WILL BE APPROVED FOR LANDSCAPING UNTIL THE LANDSCAPE ARCHITECT HAS SIGNED OFF ON THE PLANT INSTALLATION.

GENERAL LANDSCAPE NOTES:

- WARRANTY: ALL PLANTS SHALL BE WARRANTED TO REMAIN ALIVE, HEALTHY, AND IN THRIVING CONDITION FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.
- PLANTS SHALL MEET DOT SPECIFICATIONS AND AMERICAN STANDARD FOR NURSERY STOCK STANDARDS.
- PLANTS SHALL BE SPECIMEN QUALITY. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED WHEN LEAF.
- HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
- SHADE TREES SHALL BE STRAIGHT UNLESS OTHERWISE SPECIFIED.
- PLANTS SHALL BE SUBJECT TO REVIEW BY LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
- PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.
- BE FAMILIAR WITH UNDERGROUND UTILITIES BEFORE DIGGING. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE TO UTILITY LINES.
- PROVIDE SHOVEL-CUT TRENCH AT SHRUB BEDS IN LAWN AREAS UNLESS OTHERWISE NOTED.
- PROVIDE 3" THICKNESS MULCH AT ALL PLANTS AND PLANTING BEDS. MULCH MUST BE 3" THICK AT TIME OF FINAL WALK-THROUGH. MULCH IN SHRUB AND TREE PLANTING BEDS SHALL BE PINE STRAW UNLESS OTHERWISE NOTED. MULCH IN GROUNDCOVER BEDS TO BE PINE STRAW UNLESS OTHERWISE NOTED. MULCH SAMPLE IS TO BE SUBMITTED FOR APPROVAL.

PRIOR TO INSTALLATION, MULCH IS TO BE REPLACED AT CONTRACTOR'S OWN EXPENSE IF LAID PRIOR TO APPROVAL.

MAINTENANCE WORK SHALL BE PERFORMED UNTIL DATE OF FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE.

CONTRACTOR'S PRICES SHALL INCLUDE ALL LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK, I.E. MULCH, PLANTING, SOIL MIX, WOOD AND WIRE STAKES MATERIAL, ETC.

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWING SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE OWNER'S REPRESENTATIVE ASSUMES NO LIABILITY FOR OMISSION OR ERRORS. HIS ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES

SHALL BE BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.

WHERE LANDSCAPING AREAS ADJOIN GRASSED RIGHTS-OF-WAY, SUCH AREAS SHALL BE CONSIDERED PART OF THE LANDSCAPED AREA FOR PURPOSES OF MAINTENANCE AS OF COMPLETION OF SITE IMPROVEMENTS. THE PROPERTY OWNER SHALL HAVE AN IMPLIED EASEMENT OF THE RIGHT-OF-WAY EXTENDING FROM THE SITE TO THE ROAD PAVEMENT IN ORDER TO COMPLETE THE REQUIRED MAINTENANCE.

CONTRACTOR TO PROVIDE WATERING TO ALL PROPOSED LANDSCAPING THROUGHOUT THE WARRANTY PERIOD TO INSURE SURVIVABILITY.

ENGINEER:

FORESITE
group

Foresite Group, LLC
3740 Darnell Ct.
Suite 100
Peachtree Corners, GA 30092
P 770.368.1399
F 770.368.1944
W www.foresitegroup.com

DEVELOPER:



HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY /

CITY OF HOLLY SPRINGS
3207 HOLLY SPRINGS PARKWAY
CANTON, GA 30142
(770) 346-5533

CONTACT: ROB LOGAN

HOLLY SPRINGS TOWN CENTER
HARDSCAPE & LANDSCAPE
CONSTRUCTION DOCUMENTS

LL# 306 & 343, 15TH DISTRICT, TAX ID# 15-0343-0002

PROJECT:

SEAL:

REVISIONS

DATE

APPROVED PER EMAIL FROM JACKIE BERTRAM 01/18/2021

PROJECT MANAGER:

JMB

DRAWING BY:

KCN

JURISDICTION: HOLLY SPRINGS, GA

DATE:

02/02/2021

SCALE:

1" = 20'

TITLE:

POND B2 SITE &
LANDSCAPE PLAN

SHEET NUMBER:

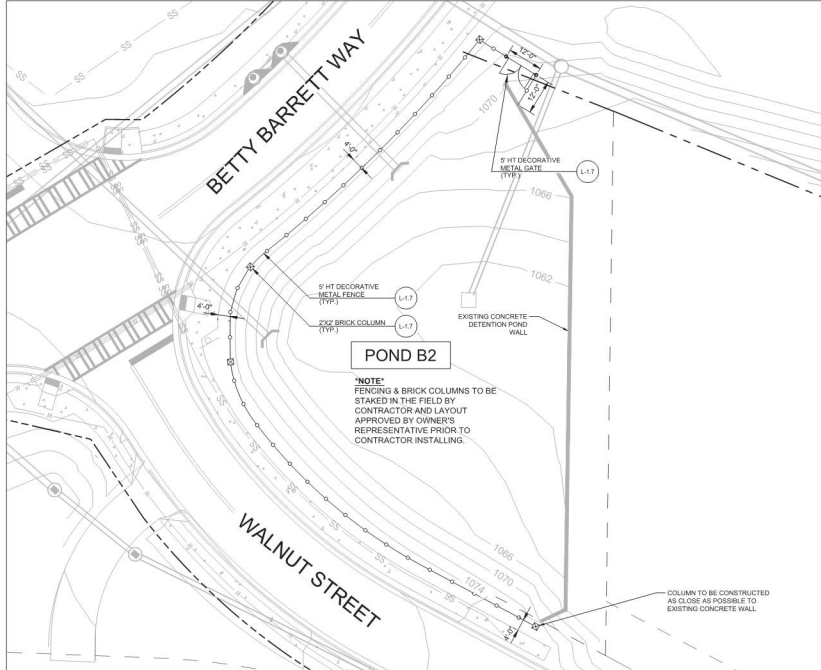
L1.6

COMMENTS:

NOT RELEASED FOR CONSTRUCTION

JOB FILE NUMBER:

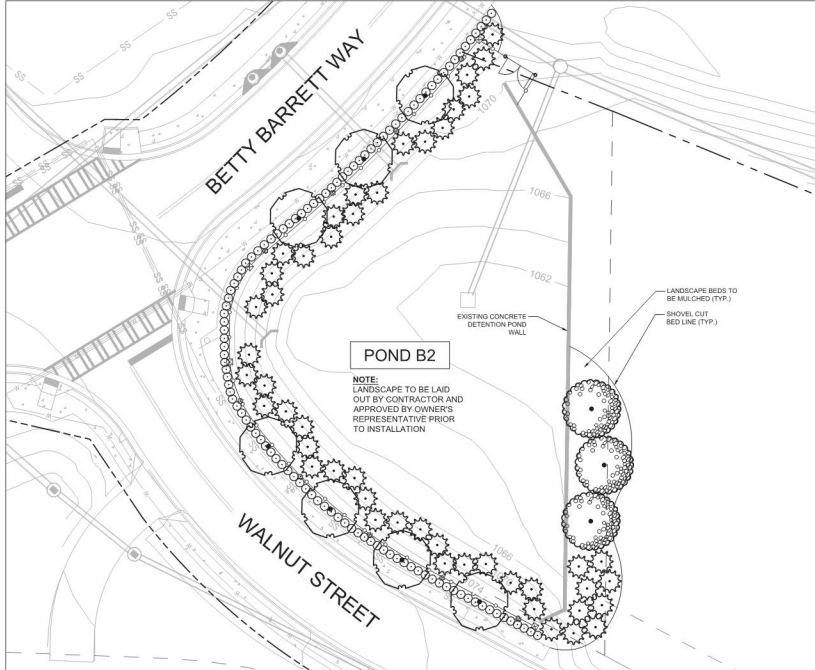
1362.001



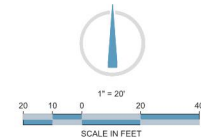
L1.6 POND B2 - SITE PLAN
1" = 20'

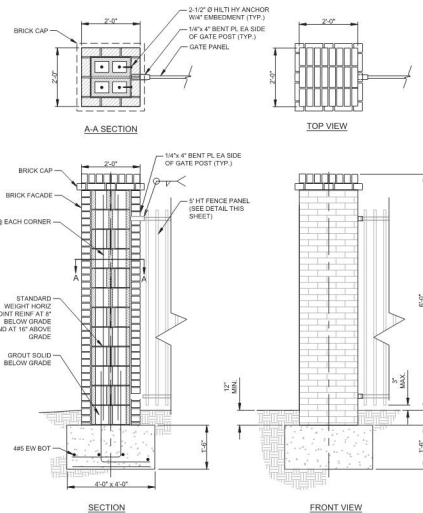


Know what's below.
Call before you dig.

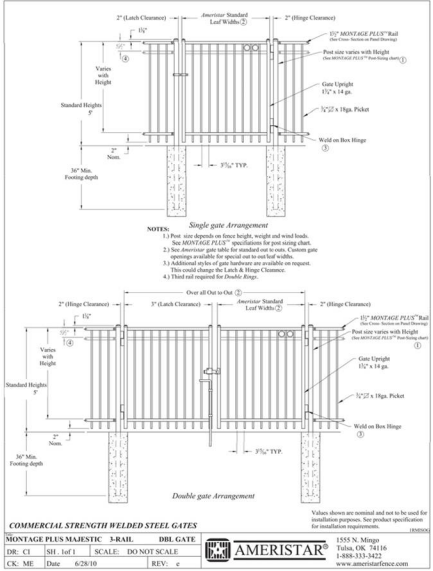


L1.6 POND B2 - LANDSCAPE PLAN
1" = 20'

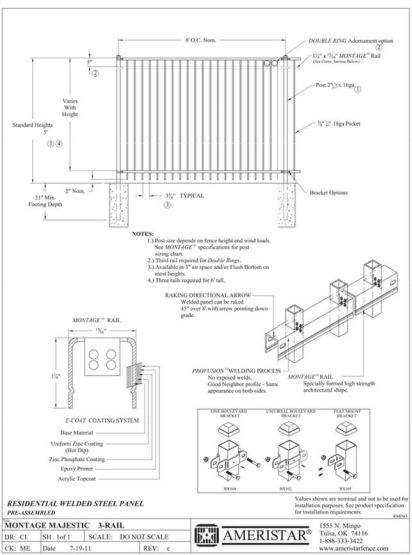




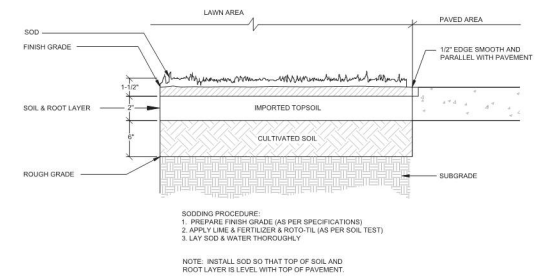
L1.7 BRICK COLUMN (6"x24"x24")
NTS



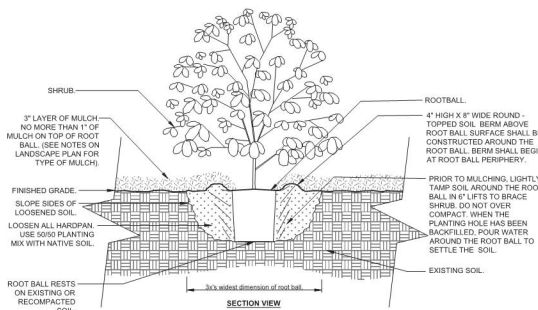
L1.7 5' HT DECORATIVE METAL DOUBLE GATE
(MONTAGE MAJESTIC 3-RAIL, 12' WIDE)
NOT TO SCALE



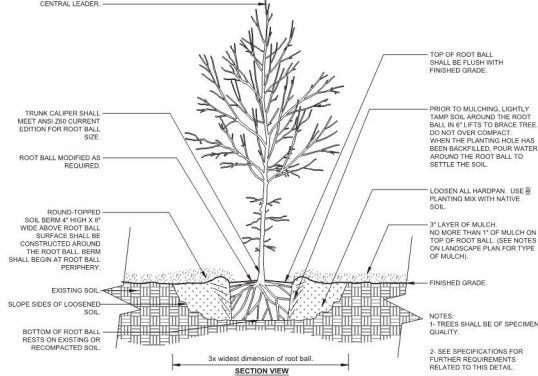
L1.7 5' HT DECORATIVE METAL FENCING (MONTAGE MAJESTIC 3-RAIL)
NOT TO SCALE



1 SOD INSTALLATION
NOT TO SCALE



2 SHRUB PLANTING
3/4" = 1'-0"



3 TREE PLANTING
1/2" = 1'-0"

ENGINEER:

FORESITE group

Foresite Group, LLC
3140 Dwyer Ct.
Suite 100
Peachtree Corners, GA 30092

770.368.1399
770.368.1944
www.foresitegroup.net

DEVELOPER:

HOLLY SPRINGS TOWN CENTER

CITY OF HOLLY SPRINGS
3207 HOLLY SPRINGS PARKWAY
CANTON, GA 30142
(770) 345-5533
ROB LOGAN

HOLLY SPRINGS TOWN CENTER
HARDSCAPE & LANDSCAPE
CONSTRUCTION DOCUMENTS

PROJECT:

CONTRACT:

LL# 306 & 343, 15TH DISTRICT, TAX ID# 15-0345-0002

REVISIONS

DATE

APPROVED PER EMAIL FROM JACKIE BERTRAM 01/18/2021

PROJECT MANAGER: JMB

DRAWING BY: KCN

JURISDICTION: HOLLY SPRINGS, GA

DATE: 02/02/2021

SCALE: 1" = AS SHOWN

TITLE:

LANDSCAPE DETAILS

SHEET NUMBER:

L1.7

COMMENTS:

NOT RELEASED FOR CONSTRUCTION

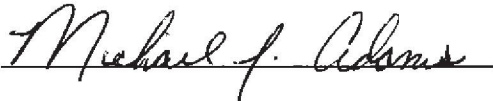
JOB FILE NUMBER:

1362.001

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-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:			
Signature:		Date:	1/19/2021

Agency Staff *

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		
Signature:	_____	Date:	1/19/2021
FEI Number:	58-1051551		

Authorized Official *

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		
Signature:	_____	Date:	1/19/2021

*** 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.**

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-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:			
Signature:		Date:	1/19/2021

Agency Staff *

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		
Signature:	_____	Date:	1/19/2021
FEI Number:	58-1051551		

Authorized Official *

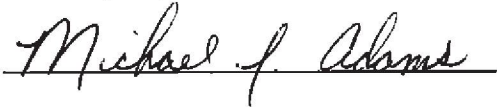
Name:	Mr. Steven Miller	Title:	Mayor
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	smiller@hollyspringsga.us
Fax Number:	(770) 345-0209		
Signature:	_____	Date:	1/19/2021

*** 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.**

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-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:	1/19/2021
Signature:			

Agency Staff *

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:	1/19/2021
Signature:			
FEI Number:	58-1051551		

Authorized Official *

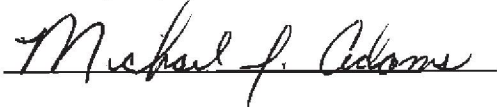
Name:	Mr. Steven Miller	Title:	Mayor
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	smiller@hollyspringsga.us
Fax Number:	(770) 345-0209	Date:	1/19/2021
Signature:			

*** 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.**

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-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:			
Signature:		Date:	1/19/2021

Agency Staff *

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		
Signature:	_____	Date:	1/19/2021
FEI Number:	58-1051551		

Authorized Official *

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		
Signature:	_____	Date:	1/19/2021

*** 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.**



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 FFY 2021

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 the sub-recipient 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 activity 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 activity 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 activity 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 activity hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs (does not include enforcement/activity 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 sub-recipient can no longer perform established objectives detailed in the grant;
- c. 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 activity 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 General Cost of Government 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/activity 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 12 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 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 GOHS choose to include sub-recipients in an evaluation to measure the effectiveness of a grant program, the agency agrees 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 30 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. For lost, stolen, or destroyed equipment that had a purchase price of \$5,000 or more OR 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:

1. Sub-recipient must submit to the GOHS Grant Manager a written request & GOHS Form 301 detailing their reason(s) to dispose of the equipment.
2. Upon receipt of the written request, GOHS Grant Manager will investigate and review the request with GOHS Director/Deputy Director. Upon their approval, a letter will be sent to NHTSA requesting approval to dispose of the equipment.
3. Once the disposition has been determined by NHTSA, the sub recipient (Authorized Official, Agency Administrator, and Agency Staff) will be notified of the decision which will include instructions on how to proceed.
4. Finance Director tags disposal of equipment in GOHS inventory.

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 those 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:

- 2 CFR part 225 - Cost Principles for State, Local and Indian Tribal Government
- 2 CFR Part 220 - Cost Principals for Educational Institutions
- 2 CFR 200.500 - Audit of State and Local Governments, Non-Profit Organizations
- 2 CFR part 230 - Cost Principles for Non-profit Organizations

29. APPLICABLE STATE REGULATIONS:

- O.C.G.A. § 10-12-1 (Electronic Signatures)

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 2 CFR part 200,

subpart F.

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 2 CFR part 200, subpart F or 2 CFR part 215 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.

36-70-20 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

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 49 CFR 571.213. Bicycle helmets purchased with Highway Safety grant funds must meet 16 CFR Part 1203 (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) Sub-recipients Unique entity identifier (formerly 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 motorcycle riders.

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. ACTIVITY HOURS- LAW ENFORCEMENT/PROSECUTOR

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.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Application Project Information

Project Title: TEN - Appalachian Trail

Project Summary:

The Appalachian Traffic Enforcement Network (ATTEN) will coordinate enforcement and education of law enforcement within the network region to maximize the highway safety benefit.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
General Additional Information

Check here if you are a non-profit organization

Click [HERE](#) to view the Non-Profit Disclosure information

Public Funds Documentation

501 (c) (3) form

Secretary of State Certification

Letter of Support

Reference Letter #1

Reference Letter #2

Reference Letter #3

Are funds being sought from other sources? * Yes ☒ No

Does your jurisdiction receive any other federal funds from other sources? * ☒ Yes No

If so, how much? \$828,475.00

When is your Audit Period? From: 1/1/2021 To: 12/31/2021

DUNS Number 08-790-3287

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Problem Identification

The problem identification should clearly present the "Who, What, When, Where, and Why" of the traffic-related issues that are distressing the community and causing crashes, injuries and fatalities. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent local and statewide data, as well as local demographic information.

(Charts, graphs and percentages are effective ways of displaying the data. Chart and graph documents can be uploaded as attachments on the next page).

In 2019, Georgia experienced 1,491 traffic fatalities on public roadways. The top five counties with the highest motor vehicle fatalities are: Fulton, Dekalb, Gwinnett, Cobb, and Clayton counties. While the number of roadway fatalities have decreased by 0.9% (net 14 count decrease) in comparison the previous year, GOHS recognizes the need to address specific causes of motor vehicle fatalities across the following traffic safety performance measures: unrestrained fatalities, alcohol-related fatalities, pedestrian fatalities, speed-related fatalities, motorcyclist fatalities, and bicyclist fatalities.

State Data-

Unrestrained Fatalities: Despite Georgia's high observed seat belt use, 39% of vehicle occupants who died in traffic crashes were unrestrained (384 out of 989) in 2019. In 2018, 44 percent of vehicle occupants who were fatally injured in traffic crashes were unrestrained (441 out of 994). The observed seat belt use has remained above 97% since 2014 and the number of unrestrained vehicle occupant fatalities continued to experience a steady decline since 2016.

Alcohol-Related Fatalities: In 2019, there were 353 fatalities in motor vehicle traffic crashes involving drivers with BACs of .08 g/dL or higher. These alcohol impaired-driving fatalities accounted for 23 percent of all motor vehicle traffic fatalities in Georgia in 2019. Fatalities in alcohol-impaired-driving crashes decreased by 6.9 percent (379 to 353 fatalities) from 2018 to 2019. The Georgia counties with the highest alcohol-related fatalities in the 2019 year are: Fulton (42 alcohol-related fatalities), Dekalb (22), Gwinnett (18), Clayton (17), and Cobb (16).

Speed-Related Fatalities: The number of speed-related fatalities decreased by 3.0 percent, from 268 in 2018 to 260 in 2019. The proportion of speed-related fatalities decreased from 18 percent in 2018 to 17 percent in 2019. The Georgia counties with the highest speed-related fatalities in the 2019 year are: Fulton (30 speed-related fatalities), Cobb (16), Dekalb (10), and Gwinnett (10).

Motorcyclist Fatalities: In 2019, there were 170 motorcyclists fatally injured in Georgia motor vehicle traffic crashes – an increase of 10.4 percent from the 154 motorcyclists fatally injured in 2018. The number of un-helmeted motorcyclist fatalities decreased by one in 2019 compared to 2018; however, the count un-helmeted motorcyclist fatalities doubled from 9 in 2016 to 18 in 2017. The Georgia counties with the highest motorcyclist fatalities in the 2019 year are: Fulton (22 motorcyclist fatalities), Dekalb (12), Gwinnett (10), Bibb (8), and Cobb (8).

The Traffic Enforcement Networks (TEN) serve as a systematic means to address these traffic safety performance measures and implement police traffic services statewide. Each network is comprised of multiple counties that have various highway safety problems (i.e. occupant safety, impaired driving, speeding, etc.). In

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Problem Identification

addition to the highway safety problems, each Network has multiple law enforcement agencies and their traffic safety conducted issues cross-jurisdictional lines. Agency participation and reporting are issues that need to be improved to effectively address and evaluate current highway safety programs. The intent of the Traffic Enforcement Network (TEN) is to coordinate the enforcement and education efforts of law enforcement strategies and mobilizations by agencies to maximize the highway safety benefit.

Regional Data-

The Appalachian Trail Traffic Enforcement Network (ATTEN) serves an 8 county region (see attached map) including Cherokee, Dawson, Fannin, Gilmer, Lumpkin, Pickens, Towns, and Union. The region is located on north Georgia and has a population of 379,874. It is comprised of 11 police departments, 8 sheriff's offices, and 1 college. Interstate 575 runs through part of the region connecting Atlanta with the northern part of the region. US 19 runs through the region from Atlanta to North Carolina. It is a major travel route to Georgia mountain resort areas. Agencies within the Traffic Enforcement Network Region have experienced the following within the past 5 years:

Year	Total Crashes (GEARS)	Total Injuries (GEARS)	Total Fatalities (FARS)	Alcohol Related Fatalities (FARS)	Speed Related Fatalities (FARS)
2015	12,499	3,874	54	9	9
2016	12,871	4,116	36	4	3
2017	12,697	3,951	82	9	12
2018	13,808	3,913	55	14	11
2019	13,988	3,906	41	11	8
5 Yr Avg	13,173	3,952	54	9	9

As you can see from the chart above, over the past 5 years' crashes and injuries in this region have fluctuated slightly but largely remained constant. Total Fatalities were down 26% in 2019, and alcohol and speed fatalities decreased as well. Of the, on average, 54 fatalities a year in this region there are about 9 (16.6%) caused by an impaired driver and 9 (16.6%) related to speed, both slightly lower than the state rates of 25% impaired driving and 17% speed related. Cherokee County in particular, showed in the top 20 counties in Georgia for 2019, with 12 fatalities (4 alcohol, 3 speed). With impaired driving fatalities and speed related fatalities continuing to be a concern in this region, the need to continue the network project is essential.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Documentation Attachment

Document Title: Network Map

Attachment:

https://georgia.intelligrants.com/_Upload/95530_1110490-2019TENandLELRegionMaps.pdf

Document Title: Crash Data

Attachment:

https://georgia.intelligrants.com/_Upload/117560_1112644_2-FFY2021TENCrashData.xlsx

Document Title: TEN Crash History

Attachment:

https://georgia.intelligrants.com/_Upload/117560_1112644_3-TenCrashHistory2021.xlsx

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Program Assessment

Program Assessment helps determine the resources a community currently has in place to address the problem. Include a review of current activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

The Governor's Office of Highway Safety (GOHS) created sixteen (16) Regional Traffic Enforcement Networks that encompass Georgia's 159 counties. The networks are made up of both local and state traffic enforcement officers and prosecutors from each region of the state. The activities and programs of each network are coordinated by a coordinator and along with an assistant. Both coordinators are full time law enforcement officers volunteering their time and efforts to highway safety. The dedicated support from these officers, their law enforcement agency and department heads are unsurpassed.

The Appalachian Trail Traffic Enforcement Network provided services in an eight (8) county region. The network consists of 11 police departments, 8 sheriff's department and 1 college/university. The reporting average for FY2020 was 55%, up slightly from FY2019 (54%). The network held 4 meetings and conducted 2 roadchecks with an average attendance of 21 officers at the meeting. Training topics included DUI Case Law, De-escalation tactics, search & seizure, and distracted driving. It should be noted that FY20 was a particularly difficult year for traffic enforcement networks due to the Covid-19 pandemic. Many of the scheduled meetings, training, and enforcement events had to be cancelled out of an abundance of caution and safety of attendees.

The network held monthly meetings by providing information, training and network opportunities to the attending officers. Prosecutors, judges and non-traditional traffic enforcement agencies such as Georgia Department of Natural Resources, Department of Corrections and Military Police attended the meeting and provided valuable assistance during traffic enforcement training and other initiatives.

One of the network's major accomplishments was the mobilization and participation of officers during traffic enforcement initiatives such as Drive Sober or Get Pulled Over, CIOT, and 1000 Days of Summer HEAT. The Traffic Enforcement Network is and continues to serve as a valuable tool for Georgia law enforcement communities.

In an effort to communicate legislative updates, court decisions and other pertinent information to traffic enforcement officers statewide, GOHS in partnership with Emory University established an email list serv in which all participating law enforcement agencies receive updated traffic enforcement related information in a timely manner. The list serv provided information relating to legal updates, training opportunities, traffic policies along with other important information. More than 800 traffic officers and prosecutors subscribed to the Georgia Traffic Enforcement Network (GATEN) list serv.

In FY22, the Network will strengthen its efforts to increase agency participation and agency reporting. In addition, the Network Coordinator/Assistant Coordinator will track and report monthly the number of officers receiving training within their network. The network will continue to hold monthly meetings to coordinate and carryout GOHS/NHTSA annual mobilizations in an effort to reduce the number of crashes, injuries and fatalities occurring on Georgia' roadways.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Program Assessment Chart

For Young Adult Only

College Population:

For Law Enforcement Agencies only

Please provide the current level of enforcement activity for the entire department for the three (3) previous calendar years (January 1 through December 31). If data is not available for a particular activity/year combination, enter 0.

Activity	Calendar Year		
	2018	2019	2020
DUI Arrests	58	57	49
Speeding (all cases)	1403	2004	1711
Safety Belt Violations	188	93	110
All Other Traffic Violations	3129	2389	3941
Traffic Crashes	490	441	374
Check Point Conducted	0	2	2

For Drivers Education only

Please provide the numbers trained in driver's education for your school for the previous three (3) state fiscal years (July 1 through June 30.). If data is not available for a particular activity/year combination, enter 0.

Activity	State Fiscal Year		
	2019	2020	2021
How many students were trained in a 30/6* driver's education program with financial assistance or free of charge?			
How many total students were trained in a 30/6* driver's education program?			
How many students requested financial assistance for driver's education?			
How many students were denied driver's education due to a lack of financial assistance?			

*30/6 driver's education program means 30 hours of classroom training and 6 hours of behind the wheel instruction

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Media Plan

Describe your plans for announcing the award of this grant to your community through media outlets available to you. Include specific media sources. Discuss how you plan to keep the public informed of grant activities throughout the entire project period.

Agency Administrator will announce this grant when awarded to all local media outlets within the network region in the form of an official press release. The Agency Administrator will coordinate press releases and media events prior to all National and Local campaigns such as Click It or Ticket, Operation Zero Tolerance, and 100 Days of Summer Heat. All of these press releases will be reported to the Governor's Office of Highway Safety when required by reporting procedures.

Agency Administrator will insure the Public Information Officer (PIO) submits all approved media releases to the following media outlets;

- Cherokee Ledger-News printed news
- Whistle Stop city magazine published monthly
- Facebook social media
- WSB-TV 2 News

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 001

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 002

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.qahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 003

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (preferably multi-jurisdictional road checks) are held in the network region within the grant period.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 004

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will attend the GOHS Highway Safety Conference as well as all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Objectives: 005

If this goal incorporates a best practice, please check here: If not, this application may not be approved.

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

If Other, please specify:

Objective:

The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 001

6.1 GOHS Goal: Enhance Police Traffic S...The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetin

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Activity: The coordinator and/or assistant coordinator will schedule a minimum of 10 network meetings during the grant period. The coordinator and/or assistant coordinator will stay in constant contact with network law enforcement, judges, and prosecutors to promote the Traffic Enforcement Network concept. An announcement will be placed on the GATEN listserve in a timely manner to announce the monthly meeting.

Evaluation: The coordinator or assistant coordinator will attach meeting agenda and sign-in sheet to the monthly report in eGOHS Plus.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	1	1	1	1	1	1	1	1	1	10

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 002

6.1 GOHS Goal: Enhance Police Traffic S...The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Su

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Activity: The Network will participate in 8 GOHS/NHTSA highway safety campaigns including CIOT, Drive Sober or Get Pulled Over, CIOT Border to Border, Operation Southern Shield, and 100 Days of Summer HEAT during the grant period.

Evaluation: Participation in GOHS/NHTSA campaigns will be documented in the eGOHS monthly programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	1	0	0	0	1	1	2	0	2	8

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 003

6.1 GOHS Goal: Enhance Police Traffic S...The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (pr

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (preferably multi-jurisdictional road checks) are held in the network region within the grant period.

Activity: The coordinator and assistant coordinator will work with agencies within the Network to schedule a minimum of 5 road checks (preferably multi-jurisdictional) during the grant period. At least 2 will be held during the 100 Days of Summer HEAT campaign.

Evaluation: The coordinator or assistant coordinator will attach documentation of Network road checks, as well as use of the BAT trailer by other agencies.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	0	0	1	0	1	0	1	0	1	0	1	5

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 004

6.1 GOHS Goal: Enhance Police Traffic S...The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by N

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will attend the GOHS Highway Safety Conference as well as all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Activity: The coordinator and/or assistant coordinator will attend NHTSA sponsored LEL meetings. The coordinator and/or assistant coordinator will attend the GOHS Highway Safety Conference as well as all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Evaluation: The coordinator and assistant coordinator will attach documentation of attendance at all LEL meetings as well as coordinator meetings in the monthly report.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	0	0	0	1	0	0	0	0	0	1	0	2

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Project Activities Evaluations: 005

6.1 GOHS Goal: Enhance Police Traffic S...The Coordinator and Assistant Coordinator will document monthly activity hours for work required to

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Activity: The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Evaluation: Monthly activity hours for work required to performed the executed grant project agreement will be documented in the monthly ATTEN Progress Report.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
1	1	1	1	1	1	1	1	1	1	1	1	12

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Resource Requirements

Use this section to provide a detailed justification of all budget items. All resources should support the completion of the activities and objectives needed to accomplish the overall grant goal.

1. What personnel are needed? Hours they will they work? Include job descriptions.
2. What are the types and quantity of needed equipment?
3. How will equipment be used and by whom?
4. Describe the training required by personnel.
5. Are all resources necessary in order to achieve the grant goals/objectives?

With the award of this grant, network funds will be used to implement ATTEN programs and activities. Grant funds will be utilized as detailed below:

Enforcement/Activity Hours: \$6,789.60

Funds will be utilized to reimburse the agency for the time spent performing activities of the coordinator and assistant coordinator. The agency will be reimbursed for up to 12 hours (straight time) each for the coordinator and assistant coordinator of eligible activity required to perform the executed grant project agreement. The reimbursement for hours of activity would include compensation for time spent on the activities of the grant.

Regular Operating: \$6,000.00

Funds will be used for trailer maintenance, network meeting expenses, and network plaques and award certificates. Funds designated for awards (plaques, certificates, trophies) will be utilized in recognizing agencies and officers for their enforcement efforts, noteworthy accomplishments and other highway safety related efforts.

Travel: \$5,000

Funds will be utilized to facilitate travel for the coordinator/assistant coordinator to GOHS required meetings and conferences. (i.e. Regional LEL Conference, GOHS Highway Safety Conference, Hands Across the Borders, network meetings/training, agencies site visitations along with other highway safety conferences. Funds will also be utilized while providing traffic safety education to other network agencies around the state .

Equipment: \$1,500

Funds will be utilized to purchase an LED scene light for the BAT trailer that will be utilized by the network when conducting sobriety road checks and nighttime sea belt enforcement events.

Computer and Computer equipment: \$1,200

Funds will be utilized to purchase a laptop computer that will be utilized by the network coordinator for network activities such as reporting, meeting attendance, scheduling, and grant management. Laptop will also be utilized during training at network meetings.

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Self-Sufficiency

Continuation Plan

Federal Funding guidelines require that each funded project indicate how the activities of the project will be continued after federal funds are no longer provided. The continuation plan must identify potential sources of non-federal funds.

The Traffic Enforcement network (TEN) program will continue throughout the State of Georgia to allow law enforcement officers and agencies the opportunity to network with others in their region and across the state .

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Regular Operating Expenses

Description	Unit Price	Quantity	Total Costs
Network Meeting Room Expenses	\$500.00	10	\$5,000.00
BAT Trailer Maintenance	\$500.00	1	\$500.00
			\$0
Total			\$5,500.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Travel

Description	Unit Price	Quantity	Total Costs
Travel for Network Coordinator and Assistant Coordinator	\$5,000.00	1	\$5,000.00
Total			\$5,000.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Equipment Purchases

Description	Unit Price	Quantity	Total Costs
Powermoon LED Scene Light (Network)	\$1,500.00	1	\$1,500.00
Total			\$1,500.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Computer Charges and Computer Equipment

Description	Unit Price	Quantity	Total Costs
Laptop Computer (Network)	\$1,200.00	1	\$1,200.00
Total			\$1,200.00

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-C
Cost Category Summary

COST CATEGORY	TOTAL	AWARD AMT.
1. Personnel Services (salaries & fringes)	\$0	\$0
2. Enforcement/Activity Hours	\$6,789.60	\$6,789.60
3. Regular Operating Expenses	\$5,500.00	\$5,500.00
4. Travel	\$5,000.00	\$5,000.00
5. Equipment Purchases	\$1,500.00	\$1,500.00
6. Contractual Services	\$0	\$0
7. Per Diem and Fees	\$0	\$0
8. Computer Charges and Computer Equipment	\$1,200.00	\$1,200.00
9. Telecommunication	\$0	\$0
10. Motor Vehicle Purchase	\$0	\$0
11. Rent Real Estates		\$0
12. Total	\$19,989.60	\$19,989.60
MATCHING FUNDS		
Local Cash Match (You must enter at least a 0 before saving to force the page to calculate the category totals).	0%	\$0
Federal Participation (percentage of total in Item 12)	100.00%	\$19,989.60

Traffic Enforcement Networks 2022
Organization: Holly Springs Police Department
TEN-2022-Holly Spri-00019-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:			
Signature:	_____	Date:	1/19/2021

Agency Staff *

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		
Signature:	_____	Date:	1/19/2021
FEI Number:	58-1051551		

Authorized Official *

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		
Signature:	_____	Date:	1/19/2021

*** 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.**

City of Holly Springs
City Council Work Session Meeting Minutes
January 7, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

Elected Officials Absent: Councilwoman Dee Phillips and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Manager Robert H. Logan, City Clerk Karen Norred, Laura Rollins from the City Attorney's Office, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Economic Development Director/Assistant City Clerk Erin Honea, Lt. Casey Barton, Lt. Michael Hales, Sgt. Andrew Drake, Sgt. Sherron Conrad, Sgt. Travis Palmer, Sgt. Sam Rentz, Cpl. Mike Adams, Cpl. Kyle Bunch, Ofc. Brandon Boyce, Ofc. Marquavius Brownlee, Ofc. Joe Burson, Ofc. Annie DeCresente, Ofc. Patrick Davis, Ofc. Dustin Miller, and Ofc. Davis Snider.

Mayor Miller called the Work Session to order.

Mayor Miller led the Pledge of Allegiance and gave the invocation.

City Clerk Karen Norred administered Oaths of Office to Mayor Steven W. Miller and Councilman Jeff Wilbur.

Deputy Chief Tommy Keheley recognized the promotions of Andrew Drake, Travis Palmer, and Sam Rentz to the rank of Sergeant.

Public Comment

County residents Phillip and Mary Beth Smith addressed the council regarding MA-05-2020, specifically asking if the logging that is taking place had been properly permitted.

City resident Roger McIver informed Council that the City is not obligated to pay the assessment for the property located at 270 Crowne Avenue, Holly Springs, GA 30115 from the Harmony on the Lakes Property Owners Association.

No action taken.

Councilwoman Barnett made a motion to adjourn. Councilman Wilbur seconded the motion. Motion carried 3-0.

Meeting adjourned.

City of Holly Springs
City Council Special Called Meeting Minutes
January 7, 2021

Elected Officials Present: Mayor Steven W. Miller, Councilwoman Karen Barnett, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

Elected Officials Absent: Councilwoman Dee Phillips and Mayor Pro Tem Michael Roy Zenchuk II.

Staff Present: City Manager Robert H. Logan, City Clerk Karen Norred, Laura Rollins from the City Attorney's Office, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, and Economic Development Director/Assistant City Clerk Erin Honea.

Mayor Miller called the Special Called Meeting to order.

Consent Agenda

1. November 9, 2020 Public Hearing and Council Work Session Minutes
2. November 16, 2020 Council Work Session and Business Meeting Minutes
3. A resolution appointing Mayor Pro Tem and Standing Committees of the City Council
4. A resolution to appoint members to the Holly Springs Parks and Recreation Authority
5. A resolution to appoint the Municipal Court Judge and Municipal Court Judge Pro Tem
6. A resolution to appoint the Municipal Prosecuting Attorney and Assistant Prosecuting Attorneys
7. An ordinance to amend the Code of the City of Holly Springs, Georgia, Article II – Municipal Court – of Chapter 30 to create Section 30-41 – Appearance Before the Court of Persons Served with Charges; Failure to Appear
8. A resolution to amend to the Holly Springs Municipal Services Master Fee Schedule

Councilman Whitaker made a motion to approve the January 7, 2021 Consent Agenda. Councilwoman Barnett seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to remove Item 9, Approve/deny an assessment from the Harmony on the Lakes Property Owners Association for 270 Crown Avenue, Holly Springs, Georgia 30115, from the January 7, 2021 Special Called Meeting agenda. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to table a resolution to appoint members to the Planning & Zoning Commission. Councilwoman Barnett seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve a resolution to appoint members to the Holly Springs Tree Commission. Councilwoman Barnett seconded the motion. Motion carried 3-0.

Councilman Whitaker made a motion to approve a resolution to appoint Councilman Kyle Whitaker and Mayor Pro Tem Michael Roy Zenchuk II as voting delegates to the Cherokee Municipal Association. Councilwoman Barnett seconded the motion. Motion carried 3-0.

Councilwoman Barnett made a motion to approve a proclamation declaring the first Thursday of each February Optimist Day in the City of Holly Springs. Councilman Wilbur seconded the motion. Motion carried 3-0. Mayor Miller presented the proclamation to City Manager Robert H. Logan.

Councilwoman Barnett made a motion to approve a Professional Services Agreement Addendum No. 14 for Task 75 – Lot Consolidation Plat between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia in an amount not to exceed \$5,000. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilwoman Barnett made a motion to approve a proposal from Bleakley Advisory Group to update the status of the Holly Springs Tax Allocation District (TAD) #2 in an amount not to exceed \$3,000. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilman Wilbur made a motion to approve a Maintenance Agreement and quote between Andrews Technology HMS, Inc. and the City of Holly Springs, Georgia for Novatime Web based Time & Attendance Licenses in an amount not to exceed \$6,865 annually. Councilwoman Barnett seconded the motion. Motion carried 3-0.

Councilwoman Barnett made a motion to approve the release of Woodhaven Court Phase 1 Performance Bond #CMS325127 and Maintenance Bond #CMS325128, Woodhaven Court Phase 2 Performance Bond #59BSBHP7911 and Maintenance Bond #59BSBHP7912. Councilman Wilbur seconded the motion. Motion carried 3-0.

Councilwoman Barnett made a motion to approve the release of Oakhaven Phase 1 Performance Bond #SUR0040127 and Maintenance Bond #SUR0040129, and Oakhaven Phase 2 Performance Bond #SUR0040193. Councilman Whitaker seconded the motion. Motion carried 3-0.

Councilwoman Barnett made a motion to approve a resolution to accept and authorize certain streets on Woodhaven Court Phases 1 & 2 and Oakhaven Phase 1 to become publicly maintained streets. Councilman Whitaker seconded the motion. Motion carried 3-0.

Councilman Wilbur made a motion to adjourn. Councilman Wilbur seconded the motion. Motion carried 3-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ASAP

City of Holly Springs
City Council Work Session Meeting Minutes
January 21, 2021

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

Staff Present: City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Laura Rollins from the City Attorney's Office, Chief Michael Carswell, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, Court Administrator Donna Sanders, Facilities Manager/Information Technology Manager Ron Carter, and Stormwater Coordinator/GIS Technician Zachary Arnold.

Mayor Miller called the Work Session to order.

Public Comments

City resident and former Georgia House of Representatives member Scot Turner addressed Council to return and thank them for lending a City of Holly Springs flag to him during his time in office. Mayor Miller thanked him for his service and returned the flag to him as a token of the City's appreciation.

City Manager Robert H. Logan announced that Roger McIver withdrew his name from consideration for appointment to the Planning & Zoning Commission.

No action taken.

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

Meeting adjourned.

City of Holly Springs
City Council Business Meeting Minutes
January 21, 2021

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

Staff Present: City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Laura Rollins from the City Attorney's Office, Chief Michael Carswell, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Economic Development Director/Assistant City Clerk Erin Honea, Court Administrator Donna Sanders, Facilities Manager/Information Technology Manager Ron Carter, and Stormwater Coordinator/GIS Technician Zachary Arnold.

Mayor Miller called the Business Meeting to order.

Mayor Miller led the Pledge of Allegiance. Mayor Pro Tem Zenchuk gave the invocation.

City Clerk Karen Norred administered the Oath of Office to Mayor Pro Tem Michael Roy Zenchuk II.

City Manager Robert H. Logan presented Stormwater Coordinator/GIS Technician Zachary Arnold with the 2020 Employee of the Year Award.

Consent Agenda

1. December 7, 2020 City Council Work Session Meeting Minutes

Councilman Whitaker made a motion to approve the January 21, 2021 Consent Agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilman Whitaker made motion to approve A-03-2020, annexation of 4.2 +/- acres located on Hickory Road and East Cherokee Drive, Cherokee County, GA, tax parcel 124 of tax plat 15N26. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to approve MA-09-2020, rezoning of 4.2 +/- acres located on Hickory Road and East Cherokee Drive, Holly Springs, GA, tax parcel 124 of tax plat 15N26, from R-40, Single Family Residential Estate (County) to GC, General Commercial (City) with staff stipulations as described in Rezoning Ordinance MA-09-2020. Councilman Wilbur seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to approve A-04-2020, annexation of 2.245 +/- acres located on Misty Hollow Way and Holly Springs Parkway, Cherokee County, GA, tax parcels 051 and 001A of tax plat 15N16A, tax parcel 068 of tax plat 15N16, tax parcels 002 and 001 (partial) of tax plat 15N15A. Councilman Wilbur seconded the motion. Motion carried 5-0.

Councilman Whitaker made motion to approve MA-10-2020, rezoning of 2.245 +/- acres located on Misty Hollow Way and Holly Springs Parkway, Holly Springs, GA, tax parcels 051 and 001A of tax plat 15N16A, tax parcel 068 of tax plat 15N16, tax parcels 002 and 001 (partial) of tax plat 15N15A, from GC, General Commercial (County), NC, Neighborhood Commercial (County), and R-20, Single Family Residential (County) to GC, General Commercial (City) with staff stipulations as described in Rezoning Ordinance MA-10-2020. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made motion to table a request from A1 Contracting, LLC for relief from liquidated damages for the Palm Street Sidewalk & Drainage Improvement Project. Councilman Whitaker seconded the motion. Motion carried 5-0.

Councilman Whitaker made motion to approve a resolution to appoint members to the Planning & Zoning Commission to include Mike Grayeski. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Mayor Pro Tem Zenchuk made a motion to approve a Memorandum of Understanding between Cherokee County, Georgia and the City of Holly Springs, Georgia for Transportation Facility Improvements, Hickory Road and Stringer Road Sidewalks – Fill-in the Gaps Project and authorize the Mayor to execute the Memorandum of Understanding. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve ORD-09-2020, proposed text amendment to the Holly Springs Zoning Ordinance, Appendix E, Guidance Document for Tree Conservation, Landscape, and Buffer Requirements, specifically, to amend the Holly Springs Tree List. Councilman Wilbur seconded the motion. Motion carried 5-0.

Councilman Whitaker made a motion to approve a resolution to rename a street within the Town Center Road Network, specifically, to rename W.G. Burrell Drive to W. Grady Burrell Drive. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve a proposal from Hutcheson Horticultural Co. for the installation of pine straw in the median on Sixes Road in an amount not to exceed \$247.50. Councilman Wilbur seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a Governmental Regulated LED Roadway Lights Authorization for Sixes Road, from Holly Springs Parkway to Interstate 575, Holly Springs, Georgia and authorize the Mayor to execute the authorization. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a Training Facilities Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia and authorize and ratify the Mayor's execution of the agreement. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Councilwoman Barnett made a motion to approve an estimate from Blackjack Paving, Sealcoating & Striping, LLC for thermoplastic striping and traffic control at the intersection of Rabbit Hill Road and Hillgrove Drive in an amount not to exceed \$3,475. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Councilwoman Phillips made a motion to approve a resolution to close the Public Fund Money Rate Savings Account at BB&T. Councilwoman Barnett seconded the motion. Motion carried 5-0.

Finance Denise Lamazares announced that the December finance report was in the agenda packet.

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

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

January 27, 2021

Mr. Robert H. Logan, City Manager
City of Holly Springs
PO Box 990
Holly Springs, GA 30142

Subject: Award Recommendation – Traffic Signal Warrant Study – Intersection of
Holly Springs Parkway @ Fox Creek Drive

Dear Mr. Logan:

BM&K was directed to solicit quotes for an engineering Traffic Signal Study at the above referenced location. Technical evaluation of the two quotes submitted has been completed. A thorough review has confirmed that each engineering firm meets all of the prescribed requirements listed in the solicitation. The table below summarizes the engineering firms quotes.

RANK	BIDDER	AMOUNT
1	Southeastern Engineering, Inc	
	• Coordination	\$2,000
	• Signal Warrant Study	\$4,200
	• Signal Design (if warranted)	\$5,400
2	Wilburn Engineering, Inc.	
	• Coordination	\$3,300
	• Signal Warrant Study	\$3,950
	• Signal Design (if warranted)	\$6,950

Southeastern Engineering, Incorporated submitted the qualifying low quote. Therefore, I recommend award to Southeastern Engineering, Inc. This award recommendation is for the Traffic Signal Warrant Study/Analysis and the associated coordination work totaling \$6,200. The traffic signal design should be tasked separately if warranted by the study.

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



www.bmandk.com

Sincerely,

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

Jacob Hughes, P.E.
Consultant City Engineer

Cc: Project File

ENCL: (1) Southeastern Engineering, Inc. Quote
(2) Wilburn Engineering, Inc. Quote

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement.

CLIENT: Jacob Hughes, PE
BM&K
103 Mountain Brook Drive, Suite 112
Holly Springs, GA 30115
Ph: 706-824-0514
jacon@bmandkinc.com

PROJECT NAME: Holly Springs Pkwy Fox Creek Dr Signal Warrant Analysis and Design
Holly Springs, GA

PROJECT UNDERSTANDING

SEI understands that the City of Holly Springs would like to determine if a traffic signal is recommended for the intersection of Holly Springs Parkway at Fox Creek Drive. The intersection serves an existing residential development, and another residential development is currently under construction that will utilize the intersection via an additional fourth leg at the intersection. SEI will conduct a signal warrant analysis to determine if traffic signal warrants are met and provide a traffic study for the recommended traffic signal operation. If a traffic signal is warranted and approved by the City a traffic signal design will be provided for the intersection.

SCOPE OF SERVICES

Task 1 – Signal Warrant Analysis/Traffic Signal Study

SEI will conduct a signal warrant analysis for the intersection using available historical traffic volumes and estimated trip generation volumes for the existing and under construction residential developments. Historical and trip generation values are recommended for the analysis due to current COVID-19 traffic impacts resulting in lower-than-normal traffic volumes and irregular traffic patterns. The analysis will utilize historical count data from nearby GDOT TADA Count Station 057-0012 on Holly Springs Parkway south of Riverside Way, approximately 2,100 feet south of the study intersection and trip generation values for the residential developments. SEI will provide a Traffic Signal Study summarizing the results of the warrant analysis and recommend traffic signal operation, if applicable.

Task 2 – Traffic Signal Design – If needed

The client will provide the base CAD files and SEI will add the signal design to the drawings. The base files should include intersection final intersection configuration, roadway signing and marking, and utilities. SEI will coordinate with the City to ensure their traffic signal design standards and preferences are included. Plans will meet current standard specifications, policies, and requirements for traffic signal plans. Signal plans will be developed using GDOT's Plan Presentation Guidelines (PPG). Intersection plan sheets will be provided electronically in the project format, as well as any appropriate progress files in PDF for review.

Task 3 – Coordination

SEI will coordinate as needed with stakeholders.

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

COMPENSATION

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
Task 1 – Signal Warrant Analysis/Traffic Signal Study	\$4,200	Monthly, % Complete of Lump Sum	
Task 2 – Traffic Signal Design	\$5,400	Monthly, % Complete of Lump Sum	
Task 3 – Coordination	\$2,000	Monthly, % complete of Allowance	
Direct Expenses – Incurred by SEI		N/A	

Direct expenses incurred by SEI will be billed separately at cost and may include but are not limited to special fees, permits, insurance, mileage, printing and photographic reproduction, sub-contractors fees, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

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

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☐ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☒ Graphic design
- ☐ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☒ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

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

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%).

When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



January 25, 2021

Mr. Jacob Hughes, P.E.
Senior Project Manager
BM&K
103 Mountain Brook Drive
Suite 112
Holly Springs, GA 30115

jacob@bmandkinc.com

RE: Proposal for Traffic Signal Warrant Study & Signal Design
Holly Springs Parkway & Fox Creek Drive
Holly Springs, GA

Dear Jacob:

This proposal is for conducting a traffic signal warrant study and, if warranted, signal design for the above referenced intersection. Typically, a Traffic Impact Study (TIS) is developed for a new subdivision. It is our understanding that a TIS is not available for the Turner Village Development. TIS information will need to be developed for the Turner Village development to use in the traffic signal warrant. The Turner Village site plan will need to be provided.

The proposal consists of Attachments A (Scope of Work), B (Proposed Fees), and C (Schedule).

If the proposal is acceptable, please sign in the space provided below and return to me and we will begin the work. This proposal is valid until February 22, 2021.

Sincerely,
WILBURN ENGINEERING, LLC

Speedy Boutwell, P.E., PTOE
Traffic Engineer

Agreed to and accepted by:

Printed Name

Signature

Date

ATTACHMENT A SCOPE OF WORK

Task 1: Data Collection

This work includes the collection of existing conditions and traffic volume data needed to conduct the traffic signal warrant intersection study. Traffic data will be collected while local schools are in session.

Turning movement counts (TMCs) will be collected for 12 hours, 7 AM to 7 PM, at the intersection of Holly Springs Parkway and Fox Creek Drive.

We will also conduct a field inventory of existing traffic conditions to include travel lanes, speed limits, traffic control, etc.

Task 2: Tuner Village Development Analysis

The signal warrant analysis will require the traffic generated by the Turner Village development to be determined. A portion of a TIS will be conducted to determine the traffic to be generated by the Turner Village development. We will need to receive the site plan.

Trip generation estimates will be made based on the data contained in the *Trip Generation Manual* from ITE. Trip distribution will be based on the data collected in Task 1. The generated new trips will be assigned to the road system and superimposed with existing traffic.

Capacity analysis will be used to evaluate the existing and projected traffic conditions at the intersection identified in Task 1 and the proposed site driveway intersection.

The *Synchro Program* (version 10) from TrafficWare will be used to facilitate capacity analysis. The analysis will determine the geometric configuration needed for the study intersection.

Task 3: Traffic Signal Warrant Analysis

A traffic signal warrant analysis will be conducted for the intersection of Holly Springs Parkway and Fox Creek Drive. The analysis will be performed using the guidelines contained in the current *Manual on Uniform Traffic Control Devices*, (MUTCD) published by the Federal Highway Administration.

According to the MUTCD, the investigation of the need for traffic control signal shall include an analysis of the applicable factors contained in the following traffic signal warrants and other factors related to existing operation and safety at the study intersection:

- Warrant 1 – Eight-Hour Vehicular Volume
- Warrant 2 – Four-Hour Vehicular Volume
- Warrant 3 – Peak Hour
- Warrant 4 – Pedestrian Volume
- Warrant 5 – School Crossing
- Warrant 6 – Coordinated Signal System
- Warrant 7 – Crash Experience
- Warrant 8 – Roadway Network
- Warrant 9 – Intersection Near a Grade Crossing

A safety analysis will be conducted using the crash data collected from GEARS.

The results of the study will be documented complete with diagrams to present the study findings and submitted in PDF and WORD format

Task 4: Traffic Signal Plans (If Warranted)

This work is to prepare plans for the installation of traffic signals for the intersection if found to be warranted.

Plans will be prepared using GDOT standards and specifications. The base mapping will be developed using existing and proposed database files provided by BM&K.

The plans will include all installation measures required including poles, signal heads, control equipment, detectors, and all conduit and wiring. The phasing operation will be shown on the plans.

The plans will be submitted for review and permitting through the City of Holly Springs. Any required revisions will be made in accordance with review comments until a permit is issued.

Task 5: Meetings / Coordination / Permitting

All meetings and coordination with government agencies, and the stakeholders to discuss the study or pursue neighborhood consensus/permits/approvals will be performed under this task. Any revisions to the scope of work above requested by you or the reviewing agencies will also be addressed under this task and billed at our standard hourly rates as follows:

Principal Engineer.....	\$208
Senior Engineer.....	\$165
Traffic Engineer.....	\$95
Technician.....	\$75

Mileage charges are in accordance with Federal Accounting Regulations, which is currently \$0.56 per mile.

**ATTACHMENT B
PROPOSED FEES**

The work as described in Attachment A will be provided for the following fees.

Task 1: Data Collection	\$1,500 Lump Sum
Task 2: Turner Village Development Analysis	\$1,800 Lump Sum
Task 3: Traffic Signal Warrant Analysis	\$3,950 Lump Sum
Task 4: Traffic Signal Plans (If Warranted)	\$6,950 Lump Sum
Task 5: Meetings / Coordination / Permitting	Hourly as needed

An invoice will be submitted to you at the completion of each task. Payment is due within 30 days.

The proposed fees are valid if accepted by February 22, 2021.

**ATTACHMENT C
SCHEDULE**

The work as described in Attachment A will be completed in accordance with the following schedule:

Task 1: Data Collection	2 Weeks after work is authorized
Task 2: Turner Village Development Analysis	1 Week after Task 1 is completed
Task 3: Traffic Signal Warrant Analysis	2 Weeks after Task 2 is completed
Task 4: Traffic Signal Plans (If Warranted)	4 Weeks after NTP and receiving database files
Task 5: Meetings / Coordination / Permitting	As needed



CLIENT SERVICES AGREEMENT

This Client Services Agreement (the "Agreement") is made by and between WellStar Medical Group, LLC ("Provider") and _____ ("Client") to be effective as of the last date of signature by the parties on the signature lines below (the "Effective Date").

1. Client desires to contract with Provider to provide the authorized occupational health services ("Services") indicated on the attached Employer Account Profile, attached hereto as Exhibit A to this Agreement.
2. Provider will charge Client the rates listed on Provider's current Fee Schedule as separately provided to Client. Any modifications to the Fee Schedule will be communicated to Client with thirty (30) days advance notice. The Fee Schedule is a confidential document and will not be disclosed by Client to any third parties during the term or after termination of this Agreement.
3. Provider shall invoice Client for all Services rendered each month by the ____ day of the following month in which Services were provided. Any add-on testing initiated at the end of each month will be billed the subsequent month. Each invoice is due and payable by Client in full to Provider no more than thirty (30) days from the date the invoice is issued. Should Provider be authorized to provide workers' compensation services to Client's employees, Provider shall invoice Client or Client's workers' compensation carrier as noted on the attached Employer Account Profile.
4. Client must initiate all inquiries concerning invoice discrepancies/disputes within thirty (30) days of the date of the invoice or the invoice will be considered correct. The parties will work together to resolve any such discrepancies/disputes expeditiously, and the time for payment of such portion of the invoice shall be extended until resolution of the discrepancy/dispute. Any undisputed invoices not paid when due shall allow Provider, at its election, to discontinue providing services to Client and terminate this Agreement immediately by providing written notice to Client at the address located below the signature line to this Agreement.
5. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by either party. Except as otherwise provided, either party may terminate this Agreement, without cause, with no monetary penalty, on thirty (30) days prior written notice at the address located below the signature line to this Agreement. In the event of any such termination, Provider will be paid for any undisputed Services performed prior to the effective date of termination.
6. Each party will provide, at its sole cost and expense, for itself, its employees and agents, policies of insurance or self-insurance providing coverage for workers' compensation, unemployment, cyber liability, and general liability throughout the term of this Agreement. Such workers' compensation amounts shall not be less than amounts specified by law.

7. Miscellaneous.

a. Use of Name. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended use is first obtained from the party whose name is to be used.

b. Amendment. This Agreement may be modified or amended from time to time only by mutual written agreement of the parties.

c. Entire Agreement. This writing embodies the entire agreement of the parties regarding the subject matter hereof and supersedes and embodies all prior and contemporaneous agreements between the parties.

d. Independent Contractor. The parties are acting as independent contractors and nothing herein shall be construed as creating any joint venture, partnership, agency, or other relationship between the parties.

d. Compliance with Laws. Each party agrees to comply with all applicable federal and/or state laws, rules or regulations in the performance of their duties under the Agreement.

e. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia without giving effect to any conflicts of law principles with venue proper exclusively in the Superior Court of Cobb County, Georgia. The parties hereby waive any and all objections that they may otherwise have to venue and jurisdiction in the State of Georgia.

f. No Waiver. No waiver of any terms or conditions of this Agreement by either party shall be deemed a continuing or further waiver of the same terms and conditions or a waiver of any other term or condition of this Agreement.

g. Force Majeure. Both parties will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence commonly known as Force Majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, governmental action, strikes, casualties or accidents, fire, explosion, flood severe weather or other acts of God.

h. Assignment. Neither party shall assign this Agreement without the express prior written consent of the other party.

i. Notice. Any notice provided under this Agreement shall be delivered to the person and address noted in the signature line of this Agreement, either by overnight delivery service or personal hand delivery, or any other address specified by notice subsequently by one party to the other. Notice will be effective upon receipt.

j. Severability. In the event any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and continue binding on the parties.

k. Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration, termination or cancellation of this Agreement shall survive the expiration, termination or cancellation of this Agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING AUTHORIZED PERSONS ON BEHALF OF CLIENT AND PROVIDER:

PROVIDER:

WellStar Medical Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Exhibit A



Employer Account Profile

Date: _____

Company Name: _____ Industry Type: _____

Primary Physical Address: _____

Main Phone Number: _____ Hours of Operation: _____

Correspondence Address: _____

Is modified work available? ☐ Yes ☐ No

Do you have specific forms you need us to use? ☐ Yes ☐ No *If yes, please forward to us.*

CONTACT INFORMATION

Contact 1- Name: _____ Title: _____

Phone: _____ Cell: _____

Secure Fax: _____ Secure Email: _____

Preferred method of communication: Phone Cell Email

Contact 2- Name: _____ Title: _____

Phone: _____ Cell: _____

Secure Fax: _____ Secure Email: _____

Preferred method of communication: Phone Cell Email

Contact 3- Name: _____ Title: _____

Phone: _____ Cell: _____

Secure Fax: _____ Secure Email: _____

Preferred method of communication: Phone Cell Email

Special Contact Instructions:

EMPLOYER SERVICES BILLING INSTRUCTIONS

Billing Contact: _____

Billing Address: _____

Internal Company Billing Instructions:

WORKERS' COMPENSATION BILLING INSTRUCTIONS

Bill employer for workers' compensation services? ☐ YES ☐ NO

What is your company's average number of injuries per year? _____

WORKERS' COMPENSATION CARRIER:

Name: _____ Policy Number: _____

Policy Effective Date: _____ Policy Expiration Date: _____

Contact Person: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

Special Instructions, if any:

Unless notified, WellStar Occupational Medicine will bill THE Employer's WORKERS' compensation carrier directly for all for work-related injuries.

CLIENT SERVICES REQUESTED

(Check all that apply)

MENU OF SERVICES

☐ Tb Testing ☐ Spirometry ☐ Audiometry ☐ Vaccinations ☐ Immunization Status ☐ Respirator Fit Testing (N95, other) ☐ OSHA Respirator Questionnaire	☐ Assessment & Treatment of Work Related Injuries ☐ Employee Assistance Program (EAP)	☐ DOT Physicals ☐ Fitness for Duty Exams ☐ Pre-Employment Physicals ☐ Respiratory Clearance Exams ☐ Annual/Surveillance Physicals
--	--	--

PHYSICALS

PRE-EMPLOYMENT PHYSICAL <i>(check all necessary components):</i>	SPECIALTY PHYSICAL	ANNUAL/SURVEILLANCE PHYSICAL <i>(check all necessary components):</i>
☐ Drug Testing <i>(indicate details in below box)</i> ☐ Alcohol Testing <i>(add details below)</i> ☐ Physical Exam ☐ OSHA Respirator Questionnaire ☐ Respirator Fit Testing ☐ Vaccinations/Titers ☐ Tb Assessment ☐ Spirometry ☐ Urine Dip ☐ Audiogram ☐ Interpretation ☐ Yes ☐ No ☐ Vision Screen ☐ Color ☐ Peripheral ☐ Visual Acuity ☐ Other ☐ Laboratory Panels: ☐ CBC ☐ Blood Lead & ZPP ☐ Heavy Metal Screen ☐ Comprehensive Panel ☐ Other ☐ Lift Assessment ☐ Stairs (# flights): _____ ☐ Pull (how far): _____ ☐ Push (how far): _____ ☐ Capacity (lbs): _____	☐ Merchant Marine ☐ Fire Marshal ☐ Coast Guard ☐ Fire Fighter ☐ Bus Driver ☐ Railway ☐ Hazmat ☐ Police <i>*If you have selected one of these specialty physicals, we will contact you to learn about your required elements.</i>	☐ Physical Exam ☐ OSHA Respirator Questionnaire ☐ Respirator Fit Testing ☐ Spirometry ☐ Urine Dip ☐ EKG ☐ Audiogram ☐ With interpretation ☐ Without interpretation ☐ Vision Screen ☐ Color ☐ Peripheral ☐ Visual Acuity ☐ Laboratory Panels: ☐ CBC ☐ Comprehensive Panel ☐ Heavy Metal Screen ☐ Blood Lead & ZPP ☐ Other ☐ Chest X-ray ☐ 1 view B-Reader - __Yes __No ☐ 2 view Other: ☐ Health History Review ☐ Vaccinations – MMR, Hep B, Varicella and Tetanus update ☐ Tb Assessment

DRUG & ALCOHOL TESTING

DOT	ALCOHOL	MRO	Non-DOT
☐ DOT Drug Test ☐ Collection Only – Urine ☐ SAP - Substance Abuse Professional Services <i>*SAP services are required for drivers with positive tests</i>	☐ Breath ☐ Saliva ☐ DOT ☐ Non-DOT	☐ Medical Review (MRO) for all specimens ☐ Medical Review for Positives Only	Collection Only Collection/MRO Point of Care/Rapid 5 panel 6 panel 10 panel 12 panel Hair Collection Only 5 panel Extended Opiates Hair Collection/MRO 5 panel Extended Opiates



Occupational and Environmental Medicine

Quote For Services 1/25/2021

Date:

Expiration: 45 Days From Date of Quote

Wellstar Health System

Cherkoe Health Park Urgent Care

Client: City Of Holly Springs
Karen Norred,CMC,ACHRM
PO Box 990
Holly Springs, Ga. 30142
Phone:770-721-7502
Fax:678-880-9501
www.hollyspringsga.us

Wellstar Contact	Title
MaDonna Murphy	Office Manager, East Cobb Health Park Occupational Medicine
Paula Owens	Coordinator, Occupational Medicine

Description of Service	Unit Price/EA
Drug Test POS	50.00
MRO	30.00
Follow-up/retest as per MRO request	63.00
WC Care	per care

ANNEXATION ORDINANCE

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

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

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

Section 1

0.65+/- acres, identified as parcel 244 (partial) of tax plat 15N14 of the 15th District of Cherokee County, located off of Hickory Road and more particularly identified by "Exhibit A," the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be zoned LI, Light Industrial.

Section 3

This ordinance shall become effective on the 1st day of March, 2021.

Section 4

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

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

Approved this 22nd day of February, 2021, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

**A-01-2021
Location Map
Annexation Request**

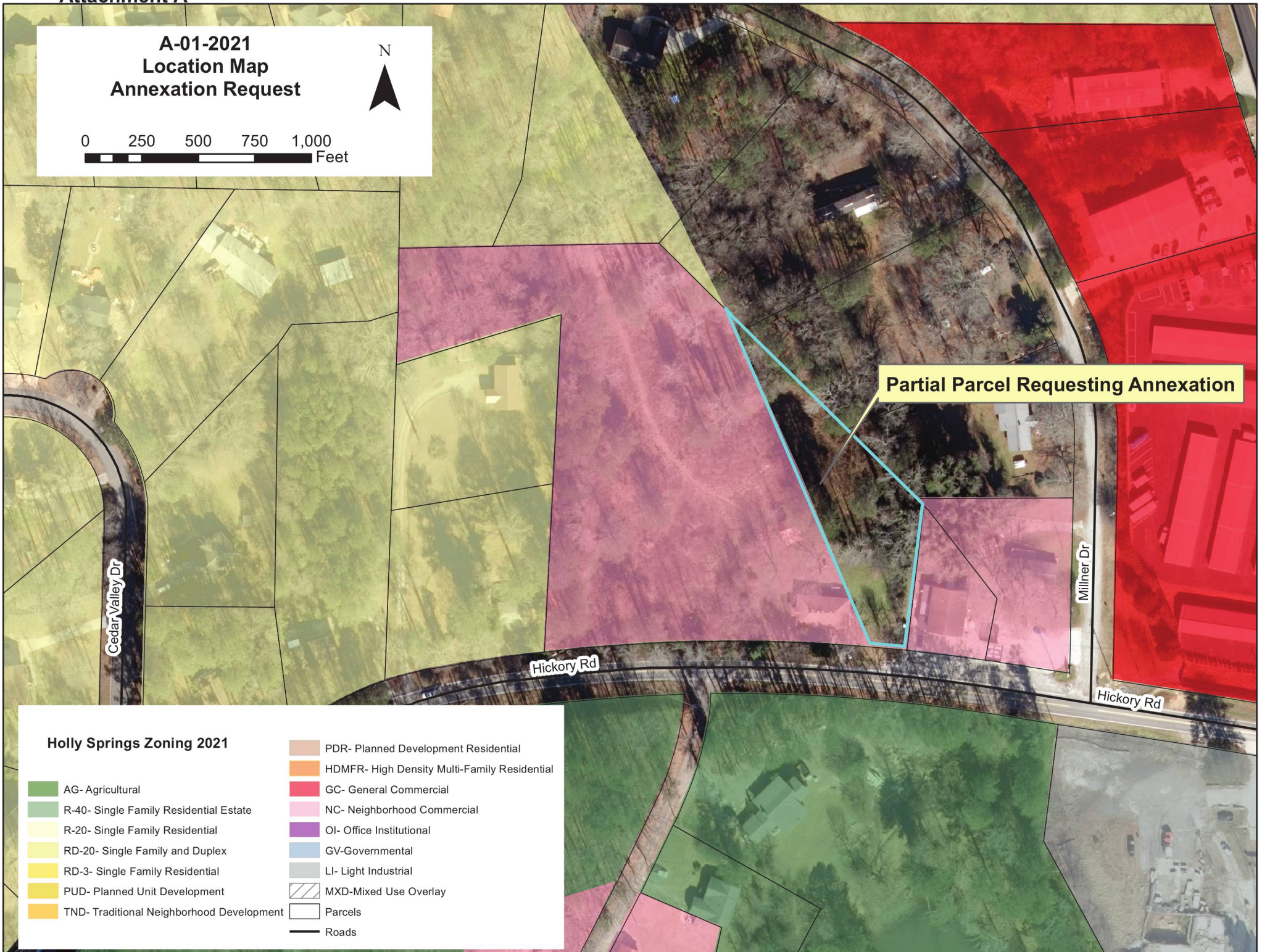


0 250 500 750 1,000 Feet

Partial Parcel Requesting Annexation

Holly Springs Zoning 2021

	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





January 27, 2021

City of Holly Springs
Downtown Development Authority of Holly Springs
Attn: Mr. Rob Logan, City Manager
P.O. Box 990
Holly Springs, GA. 30142

Dear Mr. Logan,

With regard to RPB #2020-05, the Holly Springs Town Center Demolition Project, please allow this letter to serve as our recommendation to contract with Complete Demolition Services, LLC to perform this work. After offering this project for public bid in which we received 35 requests for the bid documents and having received seven (7) actual bids, this contractor submitted the most competitive bid.

A long list of references was submitted by the contractor and we spoke with the following:

1. **Mr. Howard Coogler, Lexington (SC) School District 2.** Demolition contract for Pineview Elementary School. Mr. Coogler gave a strong recommendation. He "couldn't say enough good things about Complete Demolition" and gave "two thumbs up".
2. **Ms. Becca Donnelly, City Engineer, City of Sandy Springs, GA.** Ms. Donnelly said the city has done multiple projects with Complete Demolition that went smoothly with no problems. They would use them again.
3. **Mr. Slade Helmly, Internal Project Executive for Savannah School District.** Mr. Helmly said they have done two school projects with Complete Demolition. For one of them, Complete Demolition finished its scope 6-8 weeks early. Per Mr. Helmly, they "do what they say they'll do and in a professional manner with all safety measures in place."

Based on these reference responses and the competitive bid received, we recommend that Complete Demolition Services, LLC be contracted for this work.

Sincerely,

A handwritten signature in blue ink, appearing to read "CDH", is written over a blue circular stamp.

Charles D. Heiser, Jr., Manager
Stonecrest Homes GA, LLC



City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142
Phone: 770-345-5536

Town Center Demolition Project
Project Number: RFB # 2020-05
January 14, 2021 @ 10:00 AM

	Company	Address	Date Received	Time	Amount	COMMENTS	Bid Bond Present	Addendum Acknowledged
1	Wrecking Corp of America LLC	7465 Brookstead Crossing Duluth, GA 30097	1/13/2021	2:45 PM	\$ 248,000.00		Yes	Yes
2	Magnum Contracting, LLC	2 Mountain Park Drive, W Jasper, GA 30143	1/13/2021	4:26 PM	\$ 181,811.00		Yes	Yes
3	The M Mitchell Group, LLC	128 Newnan Street Carrollton, GA 30117	1/14/2021	8:48 AM	\$ 349,116.77		Yes	Yes
4	Southern Environmental Services, Inc.	1059 Triad Court, # 12 Marietta, GA 30062	1/14/2021	9:13 AM	\$ 130,960.00		Yes	Yes
5	Georgia Development Partners	300 Galleria Parkway SE, Ste 310 Atlanta, GA 30339	1/14/2021	9:29 AM	\$ 215,771.19		Yes	Yes
6	L-J, Inc.	615 Knox Abbott Drive, Ste. 200 Cayce, SC 29033	1/14/2021	9:30 AM	\$ 171,994.00		Yes	Yes
7	Complete Demolition Services, LLC.	PO Box 176 Carrollton, GA 30112	1/14/2021	9:35 AM	\$ 109,000.00		Yes	Yes
8								
9								
10								
11								
12								

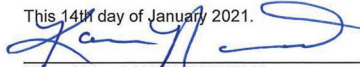
The spreadsheet above represents a summary of the proposals/bids opened by the City of Holly Springs in reference to project Town Center Demolition Project; Project Number: RFB # 2020-05 on January 14, 2021 at 10:00 AM.

This 14th day of January 2021.


Robert H. Logan, City Manager

Subscribed and sworn to before me

This 14th day of January 2021.


Karen Norred, NOTARY PUBLIC
My Commission Expires: 12/21/2023



SITework CONTRACT

Holly Springs Town Center Demolition Project Holly Springs, GA

This Contract (hereinafter "**Contract**") made this ____ day of **January, 2021**, among the **City of Holly Springs and the Downtown Development Authority of Holly Springs** (hereinafter referred to as "**Owners**"), and **Complete Demolition Services, LLC** (hereinafter referred to as "**Contractor**"), and relating to work to be performed in the **Holly Springs Town Center Demolition Project** in the City of Holly Springs, Cherokee County, Georgia, as more particularly described in **Exhibit "J" (Legal Description)** attached hereto and incorporated herein by reference thereto (hereinafter referred to as "**Project**"). The Engineer for the Project is **Southeastern Engineering, Inc.** (hereinafter referred to as "**Engineer**"). This work is to be administrated by **Stonecrest Homes GA, LLC** (hereinafter referred to as "**Project Manager**"). The terms Owners and Project Manager include their authorized representatives.

WITNESSETH

1. Definitions.

1.1. The Contract Documents. The "**Contract Documents**" consist of this Project Contract and the bid documents as set forth on **Exhibit "A"** ("Instruction for Bidders"), which plans and specifications are incorporated herein by reference and all other items as reflected in **Exhibit "B" (Site Work General Conditions)**. If the plans and specifications set forth on **Exhibit "A"** are preliminary plans and specifications, the final plans and specifications shall be consistent with the preliminary plans and specifications, and notwithstanding anything to the contrary in this Contract, the Stipulated Sum shall not be increased as a result of any changes in or further refinements to the plans and specifications unless the final plans and specifications include additional Work requested by Owner (and not contemplated by or inferable from the preliminary plans and specifications) and Owners have signed a Change Order in connection therewith. Once the final plans and specifications have been completed by Owners, they shall be substituted for those plans and specifications set forth on **Exhibit "A"** attached hereto.

1.2. The Work. The "**Work**" is comprised of **Demolition, Concrete Crushing, Grading and Haul off, as per the Bid Documents** and all improvements as outlined in the Contract Documents, **Exhibit "B"**, as well as other services contemplated by the Contract Documents and includes all labor and coordination necessary to produce such construction or perform such services and all materials and equipment incorporated or to be incorporated in such construction or required to perform such services. Work not expressly covered by the Contract Documents will nevertheless be furnished by the Contractor if it is reasonably inferable therefrom as being necessary to produce the intended results. The Owners reserve the right to implement changes in the scope of the Work as defined in the Contract documents and by this Contract, which may add to or reduce the cost of certain portions of that Work. If changes are made, a change order shall be completed, approved and signed by Owners and Contractor incorporating the addition or reduction as an extension of this Contract.

1.3. Contractor's Work. Contractor agrees to furnish all labor, material, supplies and equipment, and all services necessary to complete the Work, and shall perform the Work in strict accordance with the terms hereof. The Work is to be done under the direction of the Contractor or its designee and shall be approved by the Owners and Project Manager before Contractor shall be entitled to any payment hereunder.

1.4 A Notice to Proceed will be issued by the Owners with the Commencement Date (the

"Commencement Date"). In the event that the Commencement Date is delayed due to no fault of the Contractor, then the schedule for the Work shall be extended one day for each day that the Commencement Date is delayed.

2. Contractor's Responsibilities.

2.1. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract. The Contractor shall personally superintend the work or have a competent superintendent, full time, on the job with authority to act for the Contractor. The project manager and superintendent shall be approved by the Owners, and shall not be removed prior to completion of the Work, unless by personal accident, emergency, or by approval of the Owners.

2.2. Unless otherwise specifically noted in the Contract Documents, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, supplies, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

2.3. The Contractor shall, at all times, enforce strict discipline and good order among its employees, and subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

2.4. The Contractor warrants to Owners that all materials, supplies and equipment incorporated into the Work will be new and of good quality, unless otherwise specified in the Contract Documents, and that all Work will be of good quality and performed in a workmanlike manner, free from construction faults and defects and in conformance with the Contract Documents. Owners may consider all Work not conforming to these standards to be defective.

2.5. All rights, title and interest in and to the plans, specifications and drawings shall belong solely to Owners; provided, however, Contractor may keep copies for its internal records. No Contractor, Engineer, Architect or any subcontractor, sub-subcontractor or material supplier shall use any of the plans, specifications or drawings on any other projects.

2.6. The Contractor shall pay at its own expense all sales, consumer, remodel, use and other similar taxes required by law and licenses necessary for the execution of the Work.

2.7. It is the Contractor's responsibility to become familiar with the permit and inspection requirements specified by the various governmental agencies having jurisdiction over the Work. Furthermore, the Contractor shall give all notices required by law and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work, including, but not limited to, all applicable codes. The Contractor shall notify Owners if the Contract Documents are at variance therewith. Contractor agrees that it shall be solely liable for any failure to properly obtain any permit, license or properly give any notice (including, without limitation, any notice required to be given by Owners) and for any failure to satisfy all requirements of any such permit, fee, license or notice. If Owner have obtained a permit, fee or license or has given a notice, and the Owners assigns such permit, fee, license or notice to Contractor, the Contractor agrees to accept such assignment and to be solely responsible for all requirements of such permit, fee, license or notice from the date of such assignment.

2.8 The Contractor shall be responsible for the acts and omissions of all of its employees, all subcontractors, all sub-subcontractors and all suppliers and their agents and employees, and all other

persons performing any of the Work for or under a contract with the Contractor, directly or indirectly. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any other association between Contractor and Owners other than the contractual relationship described herein.

2.9. The Contractor, at all times, provide adequate and safe storage for its tools, construction equipment, machinery and surplus materials. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials and shall leave the Project graded to a smooth finish, unless otherwise specified in the Contract Documents.

2.10 The Contractor shall pay all patent royalties and license fees applicable to Contractor's work. The Contractor shall defend suits or claims for the infringement of patent rights and shall hold the Owners and Project Manager harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is required by the Contract Documents or where the copyright violations are contained in drawings, specifications or other documents prepared by the Owners or their representatives and/or architects.

2.11 The Owners and its representatives, the Owners' Lender (as hereinafter defined and if applicable) and its representative or any other such designated persons which have been given approval by the Owners shall, at all times, have access to Work whenever it is in preparation or progress, and the Contractor shall permit and facilitate inspection of the Work by Owners, Owners' agents, Owners' tenant(s), Owners' Lender and by public authorities concerned with such Work. The Owners may use the services of a Project Manager to execute its responsibilities.

2.12 The Owners may require a Project Manager to schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule. With respect to the Contractor's own Work, the Project Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract. The Project Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Project Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Project Manager.

3. Assignment.

3.1 Contractor will not assign this Contract nor assign any money due or to become due to it hereunder without prior written consent of Owners.

4. Completion Date.

4.1. The Contractor shall immediately commence the Work hereunder and continue the Work required under this Contract uninterrupted with due diligence until the Work is completed. All Work required under this Contract shall be completed on or before **the date stated in the Notice of Proceed (NTP)**, Contractor shall give Owner not less than 5-day notice in writing of the date upon which Contractor proposes to tender the project as complete and ready for final certification. Contractor shall fully and finally complete the Work (including all punch list items) no later than thirty (30) days after substantial completion or the mutually agreeable days formally communicated in writing during the final

punch list generation.

4.2 It is mutually agreed between the parties that time is of the essence in this Contract. Contractor shall be obligated to keep the Owners' Representative fully informed of the progress of the job and to have the necessary materials and labor available when needed. Time for completion shall be extended by the Owners for a reasonable period of time if the Work cannot be performed due to war, acts of God, inclement weather (which shall mean rain in excess of .5" inches per rain event), fire, labor disputes, newly executed government restrictions and regulations, embargoes, action or non-action of public utilities or changes in the drawings or specifications requested by the Owners' Representative, provided that the Contractor advised the Owners' Representative of the extent of any such delay prior to the making of any such changes. Contractor shall be considered to control all of its subcontractors, material suppliers and sub-subcontractors. Any claim for extension of time shall be made in writing to the Owners' Representative not more than two (2) days after the commencement of the delay; otherwise an extension shall not be granted. Sundays do not count as delay days. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

4.3. It is mutually agreed between the parties that time is of the essence in this Contract and that there will be, on the part of the Owners' Representative, considerable monetary damage, including lost profits, in the event Contractor shall fail to complete the Work within the time provided for herein or within any time to which such completion date may have been extended. Accordingly, the sum of **\$500.00** is hereby agreed upon as liquidated damages to be paid by Contractor to the Owners for each and every calendar day that the time consumed in completing the Work to the point of substantial completion exceeds any Completion Date.

5. Contract Price and Payment Schedule.

5.1. The Stipulated Sum and Contract amount is **109,000.00** (the "Stipulated Sum") based upon the Schedule of Values ("SOV") set forth in **Exhibit "C"** attached hereto.

5.2. Periodic payments of the Contract price will be disbursed to the Contractor in the form of Application and Certificate for Payment in form AIA Document G702 as set forth in Exhibit "D". The Application and Certificate for Payment will be submitted to Project Manager as construction progresses as follows:

5.2.1. With each progress payment, the Contractor shall submit to the Project Manager one (1) copy of an itemized Application and Certificate for Payment in form AIA Document G702 as set forth on **Exhibit "D"** attached hereto to dme.odyssey@gmail.com notarized, certifying as to the completion of each project item, and that the amount requested is for work actually done and materials actually incorporated into the Project during the period preceding the date of the payment and the value thereof and supported by such data substantiating the Contractor's right to payment as the Owners may reasonably require, and reflecting 10% retainage and less the aggregate of previous payments made by the Owners. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owners:

(1) duly executed **Contractor Interim Waiver and Release Upon Payment** (in the form of **Exhibit "E"** attached hereto) from Contractor establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in the **current** Application for Payment; and;

(2) duly executed **Subcontractor / Supplier Interim Waiver and Release Upon Payment** (in the form of **Exhibit "E-1"** attached hereto) from Contractor, all subcontractors, sub subcontractors, material suppliers and lower tier subcontractors establishing

payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in any **previous and current** Application for Payment; and;

(3) if requested, Contractor shall supply to Owners copies of supporting receipts, certificates or vouchers. If requested, Contractor shall exhibit or cause to be exhibited to Owners satisfactory evidence, by receipts, certificates or vouchers, that there are no outstanding overdue claims or demands for labor or materials used in the Project, and if any notice of lien be filed, under any mechanic's or other lien law, Owners may suspend further payment under this Contract until such lien shall have been discharged of record. All work which is usually done at the stage of project when the payment is requested, must in the judgment of the Project Manager and be done in good and workmanlike manner, and materials and fixtures usually furnished and installed at such time shall be furnished and installed and meets expected quality standards and any other items required by the Lender in order to process the Application for Payment.

(4) the Owners reserve the right to withhold funding on stored materials. In the event the Owners does agree to disburse funds based on stored materials, no disbursement shall be made unless the evidence of insurance provides for coverage of such materials, and such materials are kept in a secured location satisfactory to the owners.

(5) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by Owners.

No payment shall be made to Contractor unless the Owners have been supplied with lien waivers that are in the form requested. Further, along with each Application for Payment, Contractor shall provide written certifications as set forth on the **Exhibit "D" Application and Certificate for Payment**. Further, Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owners upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment covered by requisition will have been acquired by the Contractor or by other persons performing the Work or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The Project Manager must certify Contractor's Application for Payment before any payment on such Application for Payment shall be made from Owners to Contractor.

5.2.2. Until the entire Project is completed, The Contractor shall submit, **on or before the fifth (5) day of each month** for work complete and in place at the end of the previous month, evidence satisfactory to Owners of the value of the Work completed equal to **ten percent (10%)** of the value of other Work completed, in accordance with the Schedule of Values (SOV) as referenced in **Exhibit "C"**, less the aggregate of previous payments. Contractor shall receive payment on or before the **twentieth (20)** day of the following month after the Contractor makes its submission to Owners as hereinbefore described.

5.2.3. Prior to the payment, Contractor shall comply with all terms that may be reasonably required by the Owners including, but not limited to, inspection of the Work in progress by Owner or its agents. However, the Owners shall not hold back more than **ten percent (10%)** of the payment unless withheld pursuant to Sections 4.3, 5.3.4., 5.3.7., 8, 10.3, 19 or **Exhibit "B" (Site Work General Conditions)** herein. Contractor shall not cover any Work until the required inspections by Owners, Owners' agents and public bodies have been made. In addition, the Contractor shall provide any and all documentation which the Owners may reasonably require prior to the payment of the payment request.

5.2.4. Any payment(s) may be withheld by the Owners on account of: (a) defective Work not remedied; (b) claims filed; (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (d) damage to Owners or to another contractor; (e) unsatisfactory prosecution of the Work by the Contractor; (f) if the cost or agreed upon price as outlined in Contractor's SOV, **Exhibit "C"** of completion of the Work exceeds the remaining portion of the Contract price; or (g) Owners has reasonable concern that there will be a substantial schedule overrun.

5.2.5. In the event the Owners fail to pay to Contractor any payment within ten (10) days after it is due, unless permitted to be withheld pursuant to any portion of this Contract, then Contractor may, if Owners does not make the payment within five (5) days after written notice of the default in payment, stop Work or terminate the Contract and recover from Owners payment for all Work executed.

5.2.6. Payment to Contractor shall not be construed as evidence of Contractor's proper performance hereunder. Contractor's responsibilities shall survive the completion and acceptance of the Work and payments therefore. The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

5.2.7. Pay-Request Checklist, see **Exhibit "G"**.

5.3 Final Payment constituting the entire unpaid balance of the Stipulated Sum shall be made by the Owners to the Contractor when (1) the Contract has been fully performed by the Contractor including the Contractor's responsibility to correct nonconforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Application for Payment has been approved by the Owners, Project Manager. In consideration of the foregoing, the final payment shall be made by the Owners not more than 45 days after the Contractor has satisfied all the conditions for the final Application for Payment.

5.3.1 All Work, including punch list items, shall be completed and accepted by the Owners, the Engineer, and all other authorities having jurisdiction over the Work, except those items which are beyond Contractor's control.

5.3.2 In order to process the final application for payment, notwithstanding anything to the contrary contained in the Contract, the Contractor shall supply:

5.3.2.1 The Contractor's Waiver and Release Upon Final Payment (**Exhibit "F"**) for the amount of the Final Payment, and

5.3.2.2 Final Lien Waivers from all of its subcontractors and suppliers waiving their rights through the date of the current payment and evidence a zero sum due (**Exhibit "F-1"**), and

5.3.2.3 Contractor Affidavit and Waiver of Lien (**Exhibit "F-2"**) in exchange for a promise to pay from the Owner, and

5.3.2.4 All foregoing lien waivers shall be in conformity with applicable Materialman's lien waivers as may be required by the Project Manager, or the Engineer, and

5.3.2.6 The issuance of final governmental approvals and certifications to include but not limited to the detention pond, county DOT right-of-way road work and the utilities as applicable.

6. Extras.

6.1 No extra work or charges claimed by Contractor will be recognized or paid for unless approved in writing by Owners before the alleged extra Work is done or the alleged charges incurred. No extra work or changes approved in writing by Owner shall be paid until approved in writing by Owner by a change order ("Change Order"). The Stipulated Sum and the Completion Date may be changed only by Change Order agreed to by Owner and Contractor. The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement. Contractor shall deliver to Owner a complete and correct account of the actual cost or agreed upon price as outlined in Proposal and SOV of the Change Order and shall provide evidence satisfactory to Owner supporting such actual cost or agreed upon price as outlined in **Exhibit "C"** before Owner shall be required to make any payments for the Change Order. Both the Contractor and the Owner agree that the unit prices outlined in **Exhibit "C"** can and will be used for the purpose of delineating costs and for change orders on any site changes made which pertain to changing quantities.

7. Protection of Persons and Property.

7.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions to prevent damage or injury to: (a) all employees on the Work; (b) all the Work and all materials and equipment to be incorporated there; (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including OSHA requirements. All damages or loss to any property or person to the extent caused by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

8. Delays and Termination.

8.1 If the Contractor should: (1) be adjudged bankrupt or insolvent or apply for reorganization or arrangement or composition of creditors under State or Federal insolvency or bankruptcy laws; or (2) make a general assignment for the benefit of its creditors; or (3) suffer a receiver to be appointed over any of its property; or (4) refuse or fail to supply enough properly skilled workers and/or proper materials; or (5) fail to make prompt payment to its employees, subcontractors and material suppliers; or (6) disregard the instructions of the Owners; or (7) fail to perform promptly and diligently, in accordance with the provisions of this Contract; or (8) fail to maintain the Project Schedule; or (9) is guilty of a substantial violation of any provision of this Contract, or (10) fail to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, or (11) causes any lien to be filed on the project and does not timely bond off as contemplated in 10.3, then Owners, if the Contractor does not correct the defect within two (2) days after written notice thereof (or such longer time as may be mutually agreed upon) by a written order signed by Owners or an agent empowered by the Owners, may without prejudice to any other rights or remedies in law or equity of the Owners order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owners to stop the Work shall not give rise to any duty on the part of the Owners to exercise this right for the benefit of the Contractor or any other person or entity. Owners may, at any time, at its discretion, terminate and cancel this Contract (or for a portion of the Work described in this Contract on a case-by-case basis) (without regard to default by Contractor) upon giving written notice of such termination and cancellation to Contractor. If the Owners exercises said right of termination and cancellation, Owners shall pay to the Contractor, within forty-five (45) days of the date of the giving of such notice, a sum equal to the portion of the Stipulated Sum due and owing based on the Work properly completed to the date of the giving of such notice in accordance with the **Exhibit "C"** and upon certification by the Engineer and less any sums that may be due and owing to Owners under Sections 4.3, 5.3.4, 8, 10, 19 or Exhibit B of the Contract or otherwise contained herein and contingent on Contractor providing provided

required documentation as detailed in Section 5 Contract Price and Payment Schedule. Notwithstanding anything to the contrary in this Contract, Contractor acknowledges that Contractor shall not be entitled to any payment for any Work not completed as of the date of termination.

8.2 The Owners, may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owners may determine. An adjustment, if justified, shall be made for increases in the cost of the performance of the Contract once Work is resumed upon Owner's written notification to the Contractor, including profit on the increased cost of performance, caused by suspension, delay or interruptions. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

9. Guaranty and Warranties Intentionally Deleted

10. Indemnity and Liens

10.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and all of their respective directors, officers, employees, contractors, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnites") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of services and duties (including omissions) hereunder by Contractor, or any subcontractor, sub-subcontractor, supplier or any other person for whom Contractor is responsible and their agents or servants, (including, but not limited to, the negligence of Contractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of the Owners and all of their respective directors, officers, employees, officials, volunteers and agents. If any claim or demand is made against any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to Contractor may be held by Owners to cover such losses and expenses.

10.2 To the fullest extent permitted by law, subcontractor agrees to indemnify, defend and hold harmless Contractor and the Owners and all of their respective directors, officers, employees, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnites") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of subcontractor's services and duties (including omissions) hereunder (including, but not limited to, the negligence of subcontractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of Contractor or Owners. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any lower-tier subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. If any claim or demand is made against contractor or the any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to subcontractor may be held by contractor to cover such losses and expenses Contractor will supply the Owners with a separate indemnification from the subcontractors to the contractor that will be provided to Owners.

10.3 Contractor will not at any time suffer or permit any lien, attachment, or other encumbrances of whatsoever kind, under any laws of the state or otherwise, by any person or persons

whomsoever, to remain on the Property. If any subcontractor or supplier files any claims or liens against the Property, the Contractor shall, within fifteen (15) days therewith, bond off such liens, secure their satisfaction and cancellations, assuming Owners has made payments, if appropriate, with respect to said claims or liens. In the event that same is not removed within said fifteen (15) days, Owners may remove the same at the expense, including cost of legal fees of Contractor, which shall be deducted from the Stipulated Sum. The filing of a lien by the Contractor or its subcontractors may delay timely payment on Contractor's payment application.

10.4 The Contractor further expressly undertakes to defend, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against any Indemnitee as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon or any portion of the property of Owners (referred to collectively as liens in this Section). The Contractor hereby agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings. Contractor expressly agrees that indemnification of any Indemnitee, pursuant to this section of the Contract, is made with full knowledge that progress payments may be made directly to subcontractors or material suppliers by Owners. Contractor also agrees to provide Owners with its Financial Statement if requested by Owner. Further, the Contractor agrees to indemnify Owners from any loss due to disbursing funds to Contractor when Contractor is providing anything other than unconditional lien waivers as to Contractor and all subcontractors.

10.5 Notwithstanding the foregoing, the Owners reserve the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owners, in the Owners' sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owners, upon demand, for any payments so made.

10.6 In the event that Owners and Contractor are found to be concurrently negligent for any acts or omissions rising under this Contract, then each shall be responsible for its sole proportionate share.

11. Insurance.

11.1. Contractor shall, at its expense, prior to the commencement of any Work, insure and keep insured during the term of this Contract and Warranty Period, all liability assumed by it hereunder and shall furnish the Owners with evidence of insurance coverage to protect the Owners, Project Manager and Owner's Lender (if applicable) in the form, amount and with an insurer satisfactory to the Owners. Contractor, at a minimum, shall maintain:

11.1.1 Workers' Compensation and Employers Liability:

- | | | |
|-----|-------------|--|
| (1) | Coverage A: | Per State Statute, or if not required by State Statute, minimum coverage as denoted below in Coverage B. |
| (2) | Coverage B: | \$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit
\$1,000,000 Disease-Each Employee |

11.1.2. Commercial General Liability:

- | | |
|-----|-------------------------------|
| (1) | \$2,000,000 General Aggregate |
|-----|-------------------------------|

- (2) \$2,000,000 Products-Completed Operations Aggregate
- (3) \$1,000,000 Each Occurrence
- (4) \$1,000,000 Personal Injury

THE COMMERCIAL GENERAL LIABILITY SHALL PROVIDE AT A MINIMUM THE FOLLOWING COVERAGES:

- (5) Operations of the Contractor
- (6) Operations of subcontractor. (Contingent Liability)
- (7) Products/Completed Operations. (To be carried at least two years after full and final completion of the Work.)
- (8) Personal injury including employee related claims.
- (9) Employees as additional insured.
- (10) Property damage hazards of Explosion, Collapse and Underground.
- (11) Contractual Liability.

11.1.3 Comprehensive Automobile Liability:

- (1) \$1,000,000 Combined single limit bodily injury and property damage for all owned, non-owned and hired automobiles.

11.1.4. Umbrella Liability

- (1) \$5,000,000 Each Claim
\$5,000,000 Annual Aggregate
- (2) The umbrella liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability limits as stated in this article.

11.1.5 Other Provision:

Commercial General Liability policies shall be endorsed to:

- 1. Provide that such insurance shall be primary in respect to any insurance or self-insurance maintained by the City,
- 2. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City,
- 3. Description of Operations/Locations/Vehicles shall state "Construction, development, and management of the Holly Springs Town Center Demolition Project as described in Contract Documents.

11.2 Any other insurance necessary to insure all liability assumed by Contractor under this Contract.

11.2.1 Waivers of Subrogation. Notwithstanding anything else in this Contract, the Owner and Contractor waive all rights against each other and any of their subcontractors, sub subcontractors, agents and employees, each of the other, from damages cause by fire or other perils to the extent covered by property insurance obtained pursuant to this Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owners as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect and Architect's consultants, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by

appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property.

11.3. All Contractor's insurance policies (excepting Worker's Compensation) shall contain a commitment of the Insurer to provide that (a) the policies name and insure the Owner and Project Manager and the Contractor as their interests appear, including Owners' Lender, if any, and (b) shall not be canceled or the amount of liability reduced without thirty days prior written notice to the Owners, Owner's Lender and Contractor, and shall not contain any release or waiver of liability of the insurer for failure to give such notice. Furthermore, the Cancellation Clause on the insurance certificates shall provide that the company WILL give 30 days notice of any cancellation. (Specifically, the Cancellation Clause on the insurance certificate will delete the words "endeavor to" in the language that reads the company will endeavor to give 30 days notice of any cancellation. Also, the last two lines will be deleted that begin with "but failure to mail...".) In addition, to any certificates of insurance evidencing such insurance coverage, the Owners and Owners' Lender shall be provided an actual copy of the insurance policy and a copy of the endorsement or endorsements thereto which shall reflect the interest of the Owners and Owners' Lender. Contractor shall require similar insurance coverage from each of its subcontractors except that the policies shall not include the umbrella liability insurance coverage set forth in paragraph 11.1.4., and the Architects Errors and Omissions Insurance set forth in paragraph 11.1.5 and the policies shall not name the Owners or Owners' Lender as additional insured parties.

11.4. **Contractor shall, before commencing Work, submit a certificate of insurance for its insurance policies as follows:**

Certificate Holder: **Downtown Development Authority of Holly Springs
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142**

Additional insured: **Downtown Development Authority of Holly Springs; City of Holly Springs; Stonecrest Homes GA, LLC; and Odyssey Development Group, LLC.**

11.5. If Contractor suffers a loss, cost, damage or expense resulting from fire, explosion or other casualty in connection with the premises in which the Project is situated and Contractor failed to maintain in force insurance required by this Contract, then Contractor may not seek reimbursement from Owner or its agents for such loss, cost, damage or expense.

12. Documents to be Provided to Owner. Before commencing that portion of the Work, copies of the following items shall be submitted to the Owners:

12.1. All names and contact information for subcontractors who will be working on the Project.

12.2. Other Cost Supporting Information: The Owners may require from time to time additional information that is not listed in this Section. Other requests will be communicated to the Contractor on an as needed basis, including but not limited to budget versus actual cost or agreed upon price as outlined in **Exhibit "C"**, reports for labor units, material, subcontracts, etc.

13. Contractor's Loss. Contractor shall be solely responsible for the protection of its tools,

equipment, supplies and materials while on the job and shall carry insurance on its tools, equipment, supplies and materials to protect its interest therein until such materials are incorporated into the building.

14. Cumulative Remedies. The remedies herein provided shall be construed to be cumulative rather than exclusive of each other or any other remedy. The giving of notice when not required shall not thereafter oblige the giving of notice and the waiver of any existing right or condition shall not be deemed as a waiver of such right or condition for the future.

15. Notices. Any notice required hereunder may be served personally or by US registered or certified mail or by courier, addressed to Owners:

Downtown Development Authority of Holly Springs
City of Holly Springs
PO Box 990
Holly Springs, GA 30142
Phone: 770-345-5536

With a copy to: Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075
Phone: (770) 426-5300

And to Contractor: Complete Demolition Services, LLC
P.O. Box 176
Carrollton, GA. 30112
Phone: (770) 830-9996

If mailed, the notice shall be considered as served on the day following the date of mailing. Either party may upon written notice to the other, specify a different address for the serving of notice.

16. Titles. Titles of articles are used in the Contract solely for the convenience of those examining it and are not to be resorted to as aids in its construction or interpretation.

17. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. Owner's Right to Carry Out the Work. Owners may, if Contractor defaults or neglects to prosecute the Work properly or fails to perform any provision of the Contract Documents, or does or omits to do, anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property, after three (3) calendar days written notice to Contractor, without prejudice to any other remedy Owners may have, make good all work, material, omissions or deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost incurred by Owners, including compensation for architect's or engineer's additional services made necessary by such default, neglect or failure, but no action taken by Owners granted by this Contract or by law shall relieve Contractor from any consequences or liabilities arising from such acts or omissions. If the payments then or thereafter due the Contractor are not sufficient to cover any amount due Owners thereunder, then, in addition to any other remedy due the Owners, the Contractor shall pay the difference to Owners.

19. Contractor Certification. The Contractor and all subcontractors involved in grading, utilities and other earth disturbing activities shall implement and maintain all the pollutant control measures required by local, state and national authorities. The Contractor and all subcontractors performing earth disturbing activities will also comply with all terms and conditions of the Storm water General-Construction Permit. The Contractor and each sub contractor performing earth disturbing activities will complete the attached Contractor Certification **Exhibit "I"**. A copy of all fully executed **Exhibit "I"** will be provided to the Owner and a copy maintained on site, prior to any earth disturbing activities.

20. Agreement to Arbitrate. All claims, disputes and matters in question arising out of, or relating to, this Contract or the breach thereof shall be decided by binding, mandatory arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. The arbitration will be held in Cherokee County, Georgia and the prevailing party in such action will be awarded its reasonable attorneys' fees and expenses and shall also be entitled to and award reimbursing its share of all fees related to the cost of arbitration, whether paid to the American Arbitration Association or to the arbitrator. Absent consent of the parties, no discovery will be permitted.

EXCEPTION. This agreement to arbitrate shall not apply to any claim for contribution or indemnity asserted by one party to this Agreement against the other party and arising out of an action brought in a state or federal court, or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration.

21. List of Exhibits.

Exhibit "A"	Bid Documents
Exhibit "B"	General Conditions
Exhibit "C"	Schedule of Values
Exhibit "D"	Application for Payment
Exhibit "E"	Contractor Interim Waiver and Release Upon Payment
Exhibit "E-1"	Subcontractor / Supplier Interim Waiver and Release Upon Payment
Exhibit "F"	Contractor Final Waiver and Release Upon Payment
Exhibit "F-1"	Subcontractor / Supplier Final Lien Waiver and Release
Exhibit "F-2"	Contractor Affidavit and Waiver of Lien
Exhibit "G"	Pay Application Checklist
Exhibit "H"	Intentionally Omitted
Exhibit "I"	Contractor Certification (for NPDES)
Exhibit "J"	Legal Description

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

Owner:
Downtown Development Authority of Holly Springs.

Contractor:
Complete Demolition Services, LLC

By:
Its:

By:
Its: Managing Member

Witness

Witness

City of Holly Springs

By:
Its:

Witness

EXHIBIT “A” – Bid Documents

(attached)

EXHIBIT "B"

SITE WORK GENERAL CONDITIONS

All parties hereby agree that Contractor shall furnish all labor, material, incidental permits, equipment, storage, freight, supervision, labor taxes, material taxes, insurance, licenses and any other related cost necessary for a complete execution of all Work in their entirety and in strict accordance with the Contract Documents and in strict compliance with the requirements of all Federal, State and Local governing authorities. This Contract is also to be inclusive of, but not limited to, the following:

1. Contractor to call for all required inspections and coordinate inspections with Owner. All reports shall be delivered to Owner within 48 hours of receipt by Contractor.
2. Contractor acknowledges that the tracking of mud and dirt onto pavement and other properties by its personnel or its subcontractors is in violation of permit stipulations. It will be the Contractor's responsibility to have and maintain a construction entrance with a gravel apron at each site entry and make arrangements for wash down of Contractor's, supplier's and subcontractor's trucks in order to prevent mud and dirt from being carried off-site and onto existing streets. Further, Contractor shall be responsible for removal and sweeping as required to remove said mud and dirt from pavement or other properties and returning them to their original condition as required by Contractor's own equipment and labor. In the event Contractor does not remove said mud and dirt from pavement or other properties caused by its personnel or its subcontractors in a timely fashion, Owner shall cause this work to be done and back-charge the Contractor at cost plus 15%.
3. Contractor shall be responsible for locating and protecting all existing utility services on the project site. Further, all parties agree that Contractor shall be responsible for any monetary loss or expense associated with repairs to any existing utilities damaged by Contractor's operations.
4. All parties agree that dust is a problem and a nuisance. Contractor shall implement measures immediately to prevent dust problems as caused by Contractor's Work at Contractor's sole expense.
5. All parties agree that Contractor shall properly barricade open holes and depressions occurring as part of the Work. Further, Contractor shall protect structures, utilities, sidewalks, curbs, pavement and any other infrastructure from damage. In the event any of the foregoing is damaged due to contractor neglect, Contractor shall remedy the same at Contractor's cost.
6. As many mobilizations required to complete the project per plans and specifications are included in this Contract and will not be an additional charge to Owner.
7. All parties hereby agree that, at the direction of Owner, the Contractor shall gather and incorporate into Work all residual material remaining as a result of utility installation, at no additional cost to Owner. This material will be used in the final grade of +/- .1ft in landscaped areas, cut and filled, and/or compacted.
8. All parties agree that Contractor is responsible for maintaining and submitting all documentation that may be required by governing authorities.
9. All parties agree that if at any time the construction entrance must be closed off, another means of entry to and from the work area must be provided by Contractor. Further, at no time will Contractor block construction entrances with equipment of an overnight nature. At least one passable lane throughout the project must be maintained and kept open for emergency vehicle access at all times.

10. Contractor acknowledges that it has determined to its satisfaction the nature and conditions of all work, grounds, character and quality of substrata, the types and quantities of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of this Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract.
11. Contractor shall repair and re-establish grades in settled, eroded and rutted areas to the satisfaction of Owner at no additional cost until turned over to Owner.
12. Debris will not be buried on site except with the written approval of the Owners, and will never be buried (a) inside the permitted building area of any lot, (b) in any street or (c) in any area requiring 95 percent compaction.
13. Unless otherwise provided for in Work, Owner will pay for construction entrance/exit one time. In the event that the Contractor, his employees or sub-contractors drive on site in wet conditions, thereby degrading the gravel pad, Contractor shall promptly replenish gravel at this own expense. If Contractor does not replenish gravel in a timely fashion, Owner will have gravel replenished and will back charge Contractor from Contractor's next pay request at cost plus 15%.
14. As part of the Work and without any additional compensation beyond the Contract Price, grading and trench protection preparations in advance of a rainfall event are a part of the Scope of Work. As such, there will be no additional charges for equipment, labor, and materials. Specific activities to be performed will be at the discretion of Owner's Construction Manager, but in any event if wet weather conditions are either forecast or occur without being forecast, Contractor shall perform all work at the Site that is necessary, including the construction of temporary detention ponds, to avoid erosion as well as runoff of debris and sediment and soil from the Site onto adjacent property. Clean up following a weather event will be performed by Contractor and a part of its scope of work. In the event a notice of violation and/or citation is issued by any governmental authority or department, Contractor shall be solely liable for all corrective actions and any and all associated fees and fines.
15. Owner may delete parts of the Work from Contractor's Scope of Work and receive an appropriate reduction in price from the Contract Price. Such deletion will be done only after discussion with the Contractor about the deletion.
16. Owner's right to recover damages or other relief from Contractor due to Contractor's default in its obligations under this Contract shall survive the termination hereof.
17. Any damage caused by Contractor's staff or equipment to other work shall be the Contractor's responsibility to repair per Owner's specification and requirements. This includes work inadvertently performed on property other than Owner's. If Contractor does not make repairs in a timely fashion, Owner will make repairs and back charge Contractor from Contractor's next pay request at cost plus 15%.

EXHIBIT “C”

**SCHEDULE OF VALUES
(attached)**

EXHIBIT “D”

**APPLICATION FOR PAYMENT
(attached)**

EXHIBIT "E"

INTERIM WAIVER AND RELEASE UPON PAYMENT
(CONTRACTOR)

STATE OF GEORGIA
COUNTY OF CARROLL

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS TO FURNISH DEMOLITION WORK FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

TO INDUCE SAID OWNER TO PAY THE SUMS SPECIFIED IN THIS WAIVER, THE UNDERSIGNED AFFIRMS AND CERTIFIES THAT THE ONLY INDIVIDUALS AND/OR ENTITIES WHO HAVE BEEN EMPLOYED BY THE UNDERSIGNED AND HAVE SUPPLIED MATERIALS OR LABOR IN CONNECTION WITH THE ON THE AFORESAID PROJECT ARE SET FORTH ON EXHIBIT E-A ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

UPON THE RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

_____ NOTARY PUBLIC (NOTARY SEAL)	COMPLETE DEMOLITION SERVICES, LLC BY: _____ PRINT NAME: _____ PRINT TITLE: _____ (must be company officer)
---	--

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT E-A

List of Subcontractors

**MUST PROVIDE BELOW THE COMPANY NAME, CONTACT NAME, ADDRESS AND
PHONE NUMBER FOR EACH SUBCONTRACTOR AND SUPPLIER**

EXHIBIT "E-1"
INTERIM WAIVER AND RELEASE UPON PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY COMPLETE DEMOLITION SERVICES, LLC TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON THE RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____, 20__ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

_____(SEAL)
COMPANY NAME

(WITNESS)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT "F"

WAIVER AND RELEASE UPON FINAL PAYMENT
(CONTRACTOR)

STATE OF GEORGIA
COUNTY OF CARROLL

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY TO FURNISH DEMOLITION WORK FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HEREBY WAIVES AND RELEASES ANY AND ALL LIENS AND CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID PROPERTY, AND THE UNDERSIGNED HEREBY AFFIRMS, WARRANTS, AND REPRESENTS THAT ALL LABORERS, SUBCONTRACTORS, MATERIALMAN, AND SUPPLIERS CONTRACTED BY THE UNDERSIGNED AND SUPPLYING ANY LABOR, WORK, MATERIAL OR SERVICES FOR SAID PROPERTY HAVE BEEN PAID IN FULL.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC (NOTARY SEAL)	BY: _____ PRINT NAME: _____ PRINT TITLE: _____ (Must be a company officer)
--	---

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-A

Legal Description of Improvements

EXHIBIT "F-1"
WAIVER AND RELEASE UPON FINAL PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY COMPLETE DEMOLITION SERVICES, LLC TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS TOWN CENTER DEMOLITION RFB #2020-05 WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 306 & 343 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA.

UPON RECEIPT OF THE SUM OF \$0.00, THE UNDERSIGNED MATERIALMAN AND/OR MECHANIC HEREBY WAIVES AND RELEASES ANY AND ALL LIENS AND CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(Company Name) (SEAL)

(WITNESS)

(Signature)

(ADDRESS)

BY: _____

ITS: _____
(Must be Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-1-A

Legal Description of Improvements

EXHIBIT F-2

CONTRACTOR'S AFFIDAVIT
AND WAIVER OF LIEN

STATE OF GEORGIA
COUNTY OF CARROLL

Personally appeared before me, the undersigned attesting authority in and for said State and County,
_____ ("Deponent") who, being first duly sworn, on oath deposes and says as follows:

1. That Deponent is the _____ (title) of **Complete Demolition Services, LLC** (hereinafter referred to as "Contractor"), and that Deponent has actual knowledge of the matters set forth herein, and has the full right and authority to execute this Contractor's Affidavit and Waiver of Lien on behalf of Contractor.
2. That Contractor has recently contracted with the City of Holly Springs and the **Downtown Development Authority of Holly Springs** ("Owners"), owners of the property known as **Holly Springs Town Center Demolition RFB #2020-05** and lying and being in **Land Lots 306 343, 15th District, 2nd Section of the City of Holly Springs, Cherokee County, Georgia**, being more particularly set forth on **Exhibit A** attached hereto and hereby made a part hereof (the "Property"), for construction of **demolition** improvements (the "Improvements") on the Property.
3. Contractor hereby waives any and all lien rights on said Property for any work or services performed as of this date, as all bills for said work or services have been fully paid, and all laborers, subcontractors, materialmen and suppliers of any labor, work, material or services provided to or for the Property have been paid in full.
4. That no improvements or repairs have been made on the above described Property during the ninety (90) days immediately preceding this date which have not been paid for in full, and that there are no outstanding bills incurred for labor and materials used in making improvements or repairs on said Property, or for services of architects, surveyors or engineers incurred in connection therewith.
5. Deponent acknowledges receipt of \$_____, said sum being the balance due Contractor under the terms of said contract, in full. This Affidavit is made under the provisions of Code Section 44-14-366 of the Official Code of Georgia Annotated, and is made for the purpose of inducing Owner to pay the balance of the contract price referenced above to Contractor.
6. Contractor warrants that all materials supplied to the Property are properly installed and free from defects and that all of the work performed by Contractor conforms with the requirements of the construction drawings, specifications and other construction documents (collectively the "Construction Documents"). Deponent further certifies that the Improvements are built in compliance with the Americans With Disabilities Act of 1990, as amended, and conform with the "National Earthquake Hazards Reduction Program Recommended Provisions for the Development of Seismic Regulations for New Buildings." Any such work not conforming to these requirements, including substitutions not properly approved or installed, shall be considered defective.
7. Contractor warrants to Owner, its successors and assigns, that Contractor has performed all work required by the Construction Documents and that all work is in substantial compliance with the Construction Documents and will remain so for a period of one year from the date of this Affidavit. Contractor further warrants that during the above stated period of one year, Contractor will make repairs to the satisfaction of Owner and at Contractor's own expense. All work shall be performed by Contractor during regular working hours and at Owner's convenience.

8. Deponent acknowledges that this Affidavit may be relied upon by a lender in making a loan to Owner secured by the Property, by Owner in making final disbursement to the Contractor, and by Owner's or said lender's title insurance company insuring the title to the Property.

Deponent has executed this Affidavit under hand and seal this _ day of _____, 20__.

Signed, sealed, and delivered in the presence of: _____ Notary Public (NOTARY SEAL)	<u>DEPONENT</u> Complete Demolition Services, LLC _____(SEAL) Print Name: _____
---	---

EXHIBIT “G”

PAY REQUEST CHECKLIST

This checklist offered as a guideline to help assure timely submittal and processing of payment applications and is not intended to supersede Paragraph 5 or any other portion of the Contract.

Pre-Payment Request:

- Fully executed Contract
- Certificates of Insurance prior to commencing work.
- W-9
- E-Verify
- List of subcontractors and suppliers with addresses and telephone numbers.
- Fully executed Bond (if required).
- Copy of NOI as Secondary Permittee.
- Contractor Certification (Exhibit I)

Interim Payment Requests (all items are to be one original and one copy):

- Contractor Payment Application (Notarized).
- Contractor Interim Waiver and Release for work executed to date of Application along with list of all subcontractors and suppliers listed on Exhibit A of this document including Company Name, Contact Name, Company Address and Phone Number.
- Subcontractor and Supplier Interim Waiver and Release for unpaid balances of work executed to date of Application.
- Copies of supporting receipts, certificates or vouchers.
- Construction Manager certification on payment application.

Final Payment Request (all items are to be one original and one copy):

- Record Drawings – 1 original and 2 copies for a total of 3 sets
- Warranties and O & M Manuals
- Final Certificate of Use (if required)
- Completed and signed off Punch List
- Certificate of Substantial Completion
- Contractor Waiver and Release Upon Final Payment with Exhibit A attached
- Subcontractor and Supplier Waiver and Release Upon Final Payment with Exhibit A attached
- Contractor Affidavit and Waiver of Lien with Exhibit A attached
- Contractor Warranty for the benefit of Owner and referencing Project
- Consent of Surety for Final Payment (if required)

EXHIBIT "I"

CONTRACTOR CERTIFICATION

Construction Manager and Contractor agree that the installation of erosion control and tree save devices according to the Erosion Control Plan and Tree Protection Plans including, but not limited to, silt fence, grassing, tree save tape and fence and other measures, are not a part of this Contract unless otherwise noted. Contractor agrees that Owner will have these devices installed in accordance with the above referenced plans. If, during the course of construction, Contractor damages or destroys any erosion control measures that are in place or tree save devices, then Contractor shall repair or replace the devices immediately at its cost and will replace any damaged tree(s), or at Construction Manager's discretion, Construction Manager shall repair and replace as necessary and shall deduct the cost thereof from Contractor's next Application for Payment. Any fines, litigation cost (including attorney's fees), and clean up cost related to the damage resulting from Contractor's damage to erosion control measures or tree save devices in place will be at the Contractor's expense and if not paid by Contractor, may be deducted from Contractor's next Application for Payment. If certain activities have the potential to damage or destroy any installed erosion control devices or tree save device, Contractor shall inform the Project Manager before the activity begins so that such damage or destruction can be avoided by Contractor. Finally, Contractor is responsible for notifying its personnel of the requirements of the Erosion Control and Tree Protection Plans and the importance of the continuing maintenance thereof.

Evidenced by signature, below, Contractor certifies that it understands the General Permit

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certificate."

"We accept all responsibilities required by such permits including, but not limited to required reporting and maintenance of on-site paperwork. Required reporting will take place until such time as a fully executed Notice of Termination has been received."

Signature (Officer's Signature Required)

Date

Printed Name

Title

EXHIBIT “J”

**LEGAL DESCRIPTION
(ATTACHED)**



FINANCIAL HIGHLIGHTS
January 31, 2021



Budget Summary
8% of year lapsed

	Unaudited		Unaudited	
	2020 Year End		2021 Year to	% Annual
	Actual	2021 Budget	Date	Budget
REVENUES BY FUND				
General Fund	10,439,848	9,500,000	656,324	6.91%
Operating Grant Fund	138,237	125,000	1	0.00%
Parks & Recreation Fund	451,443	386,000	43,101	11.17%
Hotel/Motel Tax Fund	3,452	5,000	322	6.43%
Urban Redevelopment Agency	5,723,104	4,000,000	133,570	3.34%
SPLOST III Fund	6,128	280,000	26	0.01%
SPLOST IV Fund	2,348	67,800	2	0.00%
SPLOST V Fund	2,471,555	6,750,480	219,960	3.26%
Town Center Fund	5,923,464	4,167,692	133,575	3.21%
Debt Service Fund	51,932	1,102,952	146	0.01%
Stormwater Utility Fund	271,963	376,317	13,178	3.50%
TOTAL REVENUES - ALL FUNDS	\$ 25,483,474	\$ 26,761,241	\$ 1,200,204	4.48%
EXPENDITURES/EXPENSES BY FUND				
General Fund	8,835,048	9,500,000	610,811	6.43%
Operating Grant Fund	118,907	125,000	8,218	6.57%
Parks & Recreation Fund	88,227	386,000	6,348	1.64%
Hotel/Motel Tax Fund	1,540	5,000	4,295	85.90%
Urban Redevelopment Agency	5,723,105	4,000,000	133,570	3.34%
SPLOST III Fund	-	280,000	-	0.00%
SPLOST IV Fund	-	67,800	-	0.00%
SPLOST V Fund	1,527,701	6,750,480	35,313	0.52%
Town Center Fund	6,332,968	4,167,692	25,280	0.61%
Debt Service Fund	279,985	1,102,952	179,368	16.26%
Stormwater Utility Fund	256,381	376,317	6,621	1.76%
TOTAL EXPENDITURES/				
EXPENSES - ALL FUNDS	\$ 23,163,862	\$ 26,761,241	\$ 1,009,823	3.77%



**Comparison to Prior Year
8% of year lapsed**

	01/31/20 Actual	2020 Annual Budget	% of Annual Budget	01/31/21 Actual	2021 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	504,036	9,500,000	5.31%	656,324	9,500,000	6.91%
Operating Grant Fund	24,238	215,000	11.27%	1	125,000	0.00%
Parks & Recreation Fund	39,156	377,500	10.37%	43,101	386,000	11.17%
Hotel/Motel Tax Fund	195	3,000	6.51%	322	5,000	6.43%
Urban Redevelopment Agency	145,814	6,000,000	2.43%	133,570	4,000,000	3.34%
SPLOST III Fund	12	274,650	0.00%	26	280,000	0.01%
SPLOST IV Fund	7	70,000	0.01%	2	67,800	0.00%
SPLOST V Fund	270,019	8,814,505	0.00%	219,960	6,750,480	3.26%
Town Center Fund	145,834	6,551,600	2.23%	133,575	4,167,692	3.21%
Debt Service Fund	204	516,319	0.04%	146	1,102,952	0.01%
Stormwater Utility Fund	6,521	350,000	1.86%	13,178	376,317	3.50%
TOTAL REVENUES - ALL FUNDS	\$ 1,136,036	\$ 32,672,574	3.67%	\$ 1,200,204	\$ 26,761,241	4.48%
EXPENDITURES/EXPENSES BY FUND						
General Fund	691,903	9,500,000	7.28%	610,811	9,500,000	6.43%
Operating Grant Fund	12,069	215,000	5.61%	8,218	125,000	6.57%
Parks & Recreation Fund	5,921	377,500	1.57%	6,348	386,000	1.64%
Hotel/Motel Tax Fund	-	3,000	0.00%	4,295	5,000	85.90%
Urban Redevelopment Agency	145,814	6,000,000	2.43%	133,570	4,000,000	3.34%
SPLOST III Fund	-	274,650	0.00%	-	280,000	0.00%
SPLOST IV Fund	-	70,000	0.00%	-	67,800	0.00%
SPLOST V Fund	20,863	8,814,505	0.00%	35,313	6,750,480	0.52%
Town Center Fund	41,927	6,551,600	0.64%	25,280	4,167,692	0.61%
Debt Service Fund	-	516,319	0.00%	179,368	1,102,952	16.26%
Stormwater Utility Fund	11,175	350,000	3.19%	6,621	376,317	1.76%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 929,673	\$ 32,672,574	3.09%	\$ 1,009,823	\$ 26,761,241	3.77%



**Changes in Fund Balance/Net Position
As of January, 2021**

Fund				Unaudited	
	Balance as of 1/1/2021	Revenues	Expenditures/ Expenses	Balance as of 01/31/2021	Net Increase/ (Decrease)
General Fund	7,868,131	656,324	610,811	7,913,644	45,513
Operating Grant Fund	56,456	1	8,218	48,239	(8,217)
Parks & Recreation Fund	512,707	43,101	6,348	549,460	36,753
Hotel/ Motel Tax Fund	8,754	322	4,295	4,781	(3,973)
Urban Redevelopment Agency	-	133,570	133,570	-	-
SPLOST III Fund	280,106	26	-	280,132	26
SPLOST IV Fund	69,064	2	-	69,066	2
SPLOST V Fund	(2,114,621)	219,960	35,313	(1,929,974)	184,647
Town Center Fund	(242,111)	133,575	25,280	(133,816)	108,295
Debt Service Fund	1,592,641	146	179,368	1,413,419	(179,222)
Stormwater Utility Fund	4,170,847	13,178	6,621	4,177,404	6,557
	\$ 12,201,974	\$ 1,200,204	\$ 1,009,823	\$ 12,392,355	\$ 190,381

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

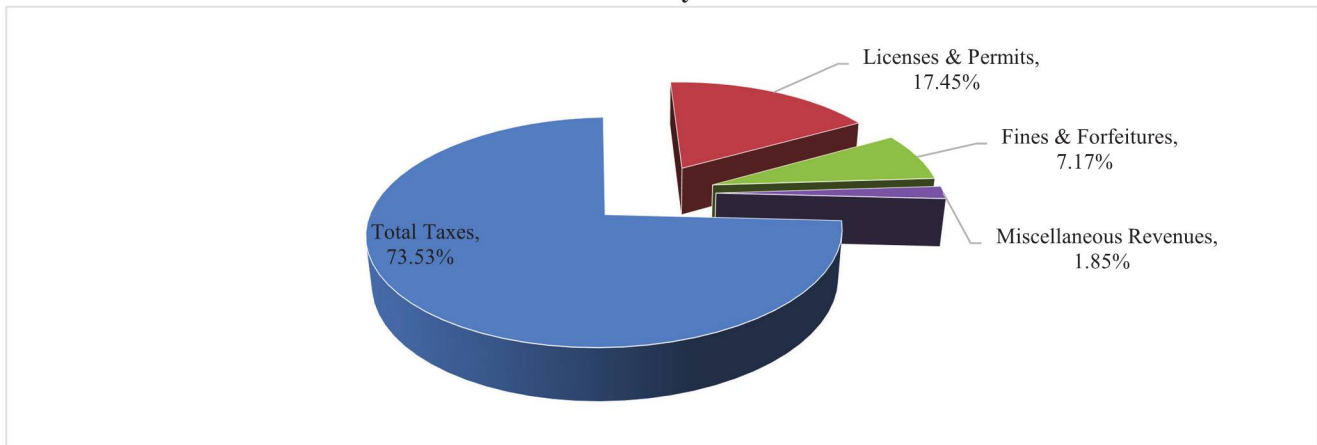




Budget Comparison Report - General Fund
8% of year lapsed

REVENUES	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Property Taxes	116,463	4,800,000	116,463	2.43%
Motor Vehicle Taxes	-	90,000	-	0.00%
Motor Vehicle Title Ad Valorem Tax	57,495	385,000	57,495	14.93%
Mobile Home Tax	-	150	-	0.00%
Recording Intangible Taxes	17,043	150,000	17,043	11.36%
Penalties & Interest	506	12,000	506	4.22%
Fifa Fees	90	2,000	90	4.50%
Franchise Tax	179,598	465,000	179,598	38.62%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,968	15,000	1,968	13.12%
Business & Occupation Tax	21,602	135,000	21,602	16.00%
Financial Institutions Tax	-	3,500	-	0.00%
Insurance Premium Tax	-	750,000	-	0.00%
Total Taxes	482,590	7,317,400	482,590	6.60%
Licenses & Permits	114,524	1,197,600	114,524	9.56%
Fines & Forfeitures	47,060	765,050	47,060	6.15%
Miscellaneous Revenues	9,208	134,700	9,208	6.84%
Interest Income	2,943	40,000	2,943	7.36%
Proceeds from the Sale of Conf Assets	-	250	-	0.00%
Proceeds from the Sale of Assets	-	25,000	-	0.00%
Donation from Private Sources	-	20,000	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 656,324	\$ 9,500,000	\$ 656,324	6.91%

Revenues by Source



EXPENDITURES	January 2021 Transactions	2020 Amended Budget	YTD Transactions	% of Annual Budget
---------------------	--------------------------------------	--------------------------------	-----------------------------	-------------------------------

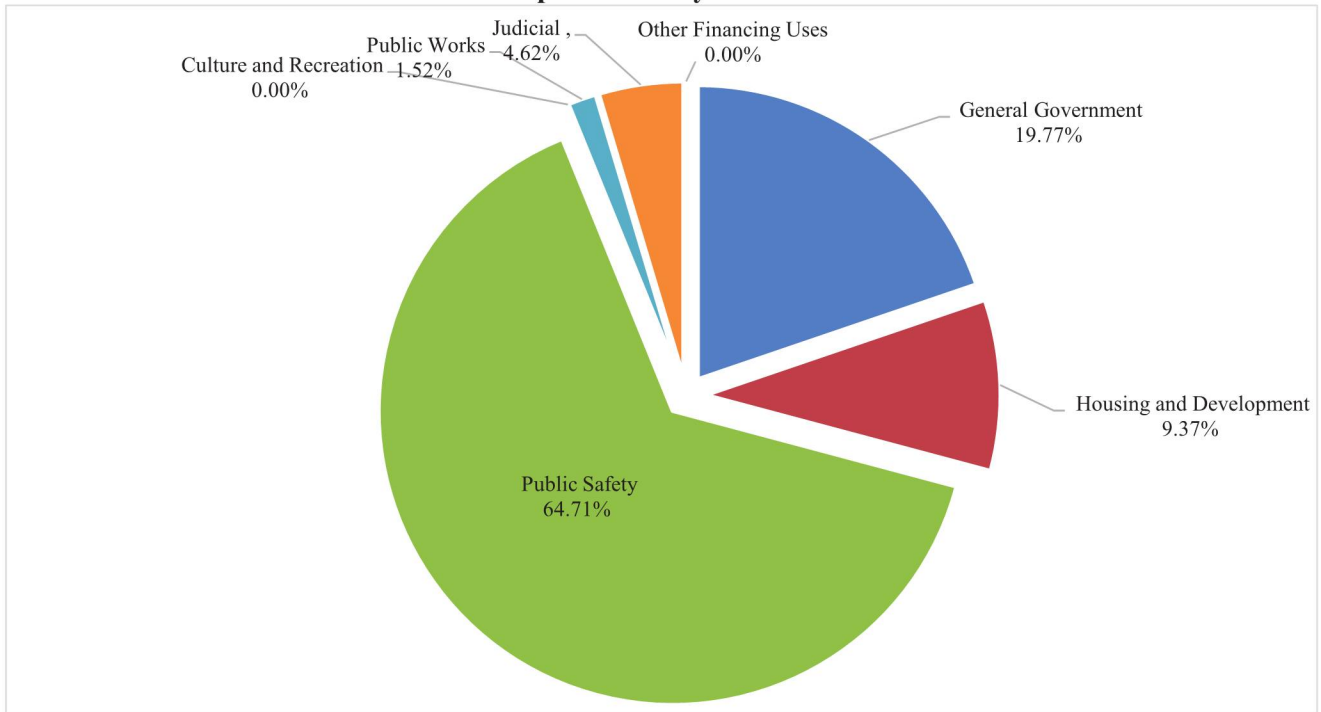


Budget Comparison Report - General Fund

8% of year lapsed

General Government	120,772	1,512,574	120,772	7.98%
Housing and Development	57,262	759,112	57,262	7.54%
Public Safety	395,276	6,192,975	395,276	6.38%
Culture and Recreation	-	29,500	-	0.00%
Public Works	9,298	634,740	9,298	1.46%
Judicial	28,203	371,099	28,203	7.60%
Other Financing Uses	-	-	-	#DIV/0!
TOTAL GENERAL FUND EXPENDITURES	\$ 610,811	\$ 9,500,000	\$ 610,811	6.43%

Expenditures by Function





Budget Comparison Report - All Funds
8% of year lapsed

		Unaudited		
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	10,439,848	9,500,000	656,324	6.91%
Expenditures:	8,835,048	9,500,000	610,811	6.43%
Excess Revenues over (under) Expenditures	1,604,800	-	45,513	
<u>OPERATING GRANT FUND</u>				
Revenues:	138,237	125,000	1	0.00%
Expenditures:	118,907	125,000	8,218	6.57%
Excess Revenues over (under) Expenditures	19,330	-	(8,217)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	451,443	386,000	43,101	11.17%
Expenditures:	88,227	386,000	6,348	1.64%
Excess Revenues over (under) Expenditures	363,216	-	36,753	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	3,452	5,000	322	6.43%
Expenditures:	1,540	5,000	4,295	85.90%
Excess Revenues over (under) Expenditures	1,912	-	(3,973)	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	5,723,104	4,000,000	133,570	3.34%
Expenditures:	5,723,105	4,000,000	133,570	3.34%
Excess Revenues over (under) Expenditures	(1)	-	-	
<u>SPLOST III FUND</u>				
Revenues:	6,128	280,000	26	0.01%
Expenditures:	-	280,000	-	0.00%
Excess Revenues over (under) Expenditures	6,128	-	26	
<u>SPLOST IV FUND</u>				
Revenues:	2,348	67,800	2	0.00%
Expenditures:	-	67,800	-	0.00%
Excess Revenues over (under) Expenditures	2,348	-	2	
<u>SPLOST V FUND</u>				
Revenues:	2,471,555	6,750,480	219,960	3.26%
Expenditures:	1,527,701	6,750,480	35,313	0.52%



Budget Comparison Report - All Funds
8% of year lapsed

	Unaudited			
	2020 Year End Actuals	2021 Budget	Year to Date	% 2021 Annual Budget
Excess Revenues over (under) Expenditures	943,854	-	184,647	
<u>TOWN CENTER FUND</u>				
Revenues:	5,923,464	4,167,692	133,575	3.21%
Expenditures:	6,332,968	4,167,692	25,280	0.61%
Excess Revenues over (under) Expenditures	(409,504)	-	108,295	
<u>DEBT SERVICE FUND</u>				
Revenues:	51,932	1,102,952	146	0.01%
Expenditures:	279,985	1,102,952	179,368	16.26%
Excess Revenues over (under) Expenditures	(228,053)	-	(179,222)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	271,963	376,317	13,178	3.50%
Expenses:	256,381	376,317	6,621	1.76%
Excess Revenues over (under) Expenses	15,582	-	6,557	



Investments
As of January, 2021

Ameris Bank

Downtown Development Authority - CD .75%	36,349
--	--------

Subtotal Ameris Bank	\$ 36,349
-----------------------------	------------------

Goldman Sachs Autocallable GS Momentum Builder	261,878
Certificate of Deposit - CD .75% Maturity Date - 08/21/2021	301,000
Certificate of Deposit - CD .75% Maturity Date - 10/08/2021	250,000
Certificate of Deposit - CD .80% Maturity Date - 04/08/2022	500,000
Certificate of Deposit - CD .90% Maturity Date - 10/08/2022	500,000
Certificate of Deposit - CD .20% Maturity Date - 12/12/2021	250,000
Certificate of Deposit - CD .25% Maturity Date - 06/12/2022	250,000
Certificate of Deposit - CD .30% Maturity Date - 12/12/2022	75,000

Subtotal South State Investment Services	\$ 2,387,878
---	---------------------

Total Investments	\$ 2,424,226
--------------------------	---------------------



Cash
As of January, 2021

Ameris Bank

Downtown Development Authority - Checking 79,600

Subtotal Ameris Bank	\$	79,600
-----------------------------	-----------	---------------

South State Bank

General Fund		3,076,152
Main Street Board		65,294
Parks & Recreation Fund		515,866
Hotel Motel Tax Fund		4,586
Money Market Account		3,242,787
Municipal Court Fund		142,938
Operating Grant Fund		24,002
Police Forfeiture Account		6,029
Police Seized Asset Account		26
SPLOST III		280,132
SPLOST IV		66,985
SPLOST IV/Grant Revenue		2,081
SPLOST V		150,321
Town Center Fund		135,336
Debt Service Fund		1,413,419
Stormwater Utility Fund		358,500
Tree Replacement Fund		8,574

Subtotal South State Bank	\$	9,493,027
----------------------------------	-----------	------------------

BB&T

Savings Account 0

Subtotal BB&T	\$	0
--------------------------	-----------	----------

South State Investment Services

Budget Stabilization Cash Account 90

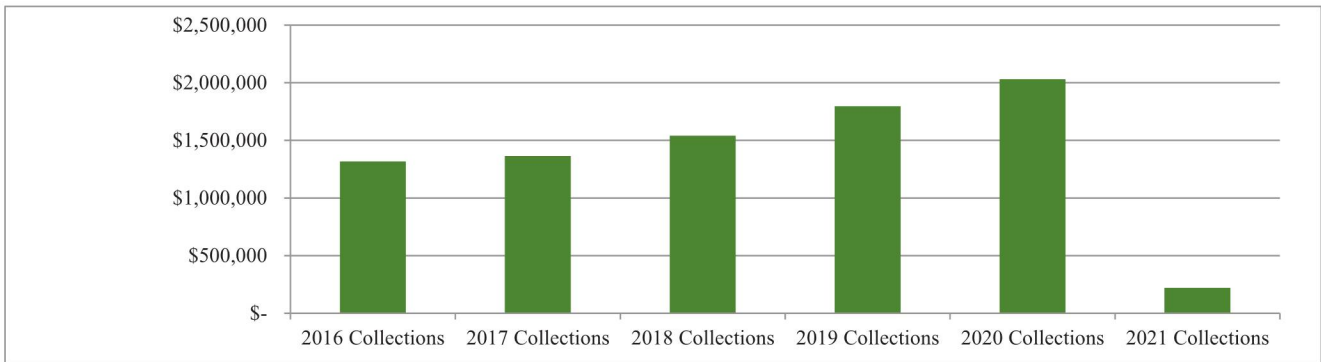
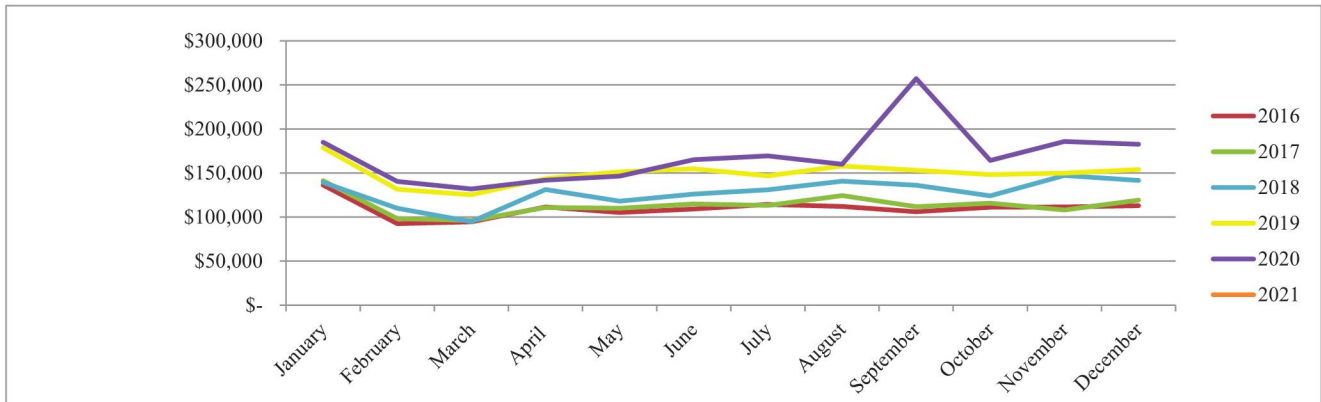
Subtotal South State Investment Services	\$	90
---	-----------	-----------

Total Cash	\$	9,572,718
-------------------	-----------	------------------



Special Purpose Local Option Sales Tax Collections
As of January, 2021

		2016 Collections	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	% Change from Prior Year
January	\$	136,321	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	18.91%
February		92,605	98,189	109,987	131,700	140,587		
March		94,455	96,130	94,765	125,375	131,947		
April		111,527	111,048	131,392	143,535	141,914		
May		105,169	110,063	117,981	151,269	146,483		
June		109,300	114,965	126,193	154,922	165,255		
July		114,305	113,172	131,005	146,946	169,488		
August		112,004	124,429	140,651	158,066	160,110		
September		106,169	111,901	136,184	153,139	257,264		
October		111,138	115,857	124,067	148,285	164,463		
November		111,396	108,048	147,256	149,921	185,812		
December		112,996	119,270	141,583	153,903	182,579		
	\$	1,317,384	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 219,927	





**Downtown Development Authority
As of January, 2021**

Revenues	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,650	-	0.00%
Interest Revenue	-	350	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

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



GENERAL FUND REVENUE DETAIL
As of January, 2021

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	116,463	4,800,000	116,463	2.43%
Real Property Tax - Public Utility	1,094	60,000	1,094	1.82%
Personal Property Tax	9,294	160,000	9,294	5.81%
Motor Vehicle Tax	-	90,000	-	0.00%
Motor Vehicle Title Ad Valorem Tax	57,495	385,000	57,495	14.93%
Apportioned Vehicles (AAVT)	9,043	2,500	9,043	361.71%
Mobile Home Tax	-	150	-	0.00%
Intangible Tax	17,043	150,000	17,043	11.36%
Railroad Equipment Car Tax	-	750	-	0.00%
Real Estate Transfer Tax	1,968	15,000	1,968	13.12%
Franchise Tax - Electric	179,598	465,000	179,598	38.62%
Franchise Tax - Gas	-	55,000	-	0.00%
Franchise Tax - Cable	68,372	225,000	68,372	30.39%
Franchise Tax - Telephone	22	6,500	22	0.34%
Business & Occupational Tax	21,602	135,000	21,602	16.00%
Insurance Premium Tax	-	750,000	-	0.00%
Financial Institutions Tax	-	3,500	-	0.00%
Penalties & Interest	506	12,000	506	4.22%
FiFa Fees	90	2,000	90	4.50%
Total Taxes	482,590	7,317,400	482,590	6.60%
Alcoholic Beverage Licenses	(500)	75,000	(500)	-0.67%
Alcohol Pouring Permit	730	2,500	730	29.20%
Zoning and Land Use Permits	1,505	12,500	1,505	12.04%
Planning and Development Fees	2,423	7,500	2,423	32.31%
Sign Permit Fees	100	3,000	100	3.33%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	50	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	125	1,000	125	12.50%
Building Permit Revenue	77,677	850,000	77,677	9.14%
Certificate of Occupancy Fees	15,500	150,000	15,500	10.33%
Building Permit - Reinspection Fees	600	20,000	600	3.00%
Building Permit-Sub Fee	5,930	50,000	5,930	11.86%
Occupational Tax Late Fees	-	750	-	0.00%
Plan Review Fees	10,434	25,000	10,434	41.73%
Total Licenses and Permits	114,524	1,197,600	114,524	9.56%
Municipal Court Fines	46,090	750,000	46,090	6.15%
Forfeitures	-	500	-	0.00%
Court Costs	970	7,500	970	12.93%
Drug Testing Fees	-	500	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	-	1,000	-	0.00%
Other Forfeitures	-	500	-	0.00%
Total Fines and Forfeitures	47,060	765,050	47,060	6.15%
Grant Revenue	-	1,000	-	0.00%
Probation Fees	1,963	25,000	1,963	7.85%
Printing and Duplicating Service Fees	-	250	-	0.00%
Advertising Fees	-	7,500	-	0.00%
Accident/Incident Reports	12 200	2,500	200	8.00%



GENERAL FUND REVENUE DETAIL
As of January, 2021

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Wrecker Service Contract	-	18,500	-	0.00%
Background Checks	110	1,000	110	11.00%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	3,000	13,850	3,000	21.66%
Rents and Royalties	3,935	55,000	3,935	7.15%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	9,208	134,700	9,208	6.84%
Interest Revenue	2,943	40,000	2,943	7.36%
Total Investment Income	2,943	40,000	2,943	7.36%
Proceeds from Sale of Conf Assets	-	250	-	0.00%
Proceeds from Sale of Assets	-	25,000	-	0.00%
Donations from Private Sources	-	20,000	-	0.00%
Total Other Financing Sources	-	45,250	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 656,324	\$ 9,500,000	\$ 656,324	6.91%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	3,500	8.33%
Employee Benefits-Medical	12,575	88,048	12,575	14.28%
Employee Benefits-Dental	527	4,095	527	12.87%
Employee Benefits-ADD Life	147	882	147	16.67%
FICA	148	2,604	148	5.69%
Medicare	35	609	35	5.69%
Employee Benefits-Retirement	310	4,470	310	6.95%
Unemployment	13	101	13	12.82%
Workers Comp Insurance	86	108	86	79.69%
Total Salaries and Benefits	<u>17,341</u>	<u>142,917</u>	<u>17,341</u>	<u>12.13%</u>
Communications	18	750	18	2.40%
Travel	-	1,000	-	0.00%
Dues and Fees	-	750	-	0.00%
Education and Training	-	3,000	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>18</u>	<u>6,500</u>	<u>18</u>	<u>0.28%</u>
City Manager				
Salaries & Wages	11,303	150,000	11,303	7.54%
Employee Benefits-Medical	1,402	8,572	1,402	16.35%
Employee Benefits-Dental	169	1,120	169	15.10%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	168	1,008	168	16.67%
FICA	699	8,854	699	7.89%
Medicare	163	2,175	163	7.51%
Employee Benefits-Retirement	1,109	15,964	1,109	6.95%
Unemployment	35	27	35	130.19%
Workers' Comp. Insurance	516	648	516	79.70%
Total Salaries and Benefits	<u>15,589</u>	<u>188,515</u>	<u>15,589</u>	<u>8.27%</u>
Communications	18	600	18	3.00%
Dues and Fees	-	1,500	-	0.00%
Education and Training	-	1,250	-	0.00%
Other Expenditures	-	1,000	-	0.00%
General Supplies and Materials	-	250	-	0.00%
Total Operations	<u>18</u>	<u>4,600</u>	<u>18</u>	<u>0.39%</u>
City Clerk				
Salaries & Wages	11,169	146,175	11,169	7.64%
Employee Benefits-Medical	4,044	26,572	4,044	15.22%
Employee Benefits-Dental	198	1,488	198	13.33%
Employee Benefits-ADD Life	49	294	49	16.67%
Employee Benefits-Disability	184	1,101	184	16.67%
FICA	665	9,063	665	7.34%
Medicare	156	2,120	156	7.33%
Employee Benefits-Retirement	1,080	15,559	1,080	6.94%
Unemployment	41	53	41	77.98%
Workers' Comp. Insurance	298	374	298	79.70%
Total Salaries and Benefits	<u>17,884</u>	<u>202,799</u>	<u>17,884</u>	<u>8.82%</u>
Professional Services	-	10,000	-	0.00%
Communications	18	600	18	3.00%
Advertising	-	250	-	0.00%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Travel	-	2,500	-	0.00%
Dues and Fees	218	6,000	218	3.64%
Education and Training	-	1,000	-	0.00%
Other Expenditures	-	750	-	0.00%
General Supplies and Materials	12	500	12	2.35%
Small Equipment	-	250	-	0.00%
Software	-	4,000	-	0.00%
Total Operations	<u>248</u>	<u>25,850</u>	<u>248</u>	<u>0.96%</u>
Contingency				
Contingency	-	95,000	-	0.00%
Total Operations	<u>-</u>	<u>95,000</u>	<u>-</u>	<u>0.00%</u>
Financial Administration				
Salaries & Wages	12,843	166,825	12,843	7.70%
Employee Benefits-Medical	8,822	60,860	8,822	14.50%
Employee Benefits-Dental	198	1,488	198	13.33%
Employee Benefits-ADD Life	74	441	74	16.67%
Employee Benefits-Disability	226	1,356	226	16.67%
FICA	732	10,343	732	7.08%
Medicare	171	2,419	171	7.08%
Employee Benefits-Retirement	1,233	17,757	1,233	6.94%
Unemployment	48	80	48	59.39%
Workers' Comp. Insurance	340	427	340	79.70%
Total Salaries and Benefits	<u>24,687</u>	<u>261,996</u>	<u>24,687</u>	<u>9.42%</u>
Professional Services - Audit	-	25,000	-	0.00%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	-	2,000	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees-Bank Service Fees	8,704	12,500	8,704	69.63%
Education and Training	-	2,500	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	518	1,000	518	51.82%
General Supplies-Postage	333	7,500	333	4.44%
Gasoline/Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	<u>9,555</u>	<u>52,650</u>	<u>9,555</u>	<u>18.15%</u>
Legal				
Professional Services - Legal	-	45,000	-	0.00%
Total Operations	<u>-</u>	<u>45,000</u>	<u>-</u>	<u>0.00%</u>
Salaries & Wages	4,270	55,488	4,270	7.70%
Employee Benefits-Medical	2,292	16,715	2,292	13.71%
Employee Benefits-Dental	140	1,120	140	12.49%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	75	453	75	16.65%
FICA	228	3,440	228	6.64%
Medicare	53	805	53	6.64%
Employee Benefits-Retirement	410	5,906	410	6.94%
Unemployment	16	27	16	58.52%
Workers' Comp. Insurance	113	142	113	79.70%
Total Salaries and Benefits	<u>7,623</u>	<u>84,243</u>	<u>7,623</u>	<u>9.05%</u>



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Communications	18	600	18	3.00%
Dues and Fees	-	3,500	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	65	1,500	65	4.30%
Small Equipment	182	3,000	182	6.08%
Software	9,640	95,000	9,640	10.15%
Total Operations	<u>9,905</u>	<u>103,700</u>	<u>9,905</u>	<u>9.55%</u>
 Risk Management				
Professional Services	4,000	10,000	4,000	40.00%
Liability Insurance	-	138,000	-	0.00%
Total Operations	<u>4,000</u>	<u>148,000</u>	<u>4,000</u>	<u>2.70%</u>
 General Government Building				
Salaries & Wages	3,293	56,816	3,293	5.80%
Employee Benefits-Medical	1,402	8,572	1,402	16.35%
Employee Benefits-Dental	58	368	58	15.88%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	52	315	52	16.64%
FICA	202	3,523	202	5.74%
Medicare	47	824	47	5.74%
Employee Benefits-Retirement	420	4,214	420	9.97%
Unemployment	12	53	12	22.96%
Workers' Comp. Insurance	4,640	5,822	4,640	79.70%
Total Salaries and Benefits	<u>10,151</u>	<u>80,654</u>	<u>10,151</u>	<u>12.59%</u>
 Disposal - Garbage	-	500	-	0.00%
Pest Control	-	1,500	-	0.00%
Repairs and Maintenance	982	9,900	982	9.92%
Repairs and Maintenance - Vehicles	-	2,500	-	0.00%
Rental of Equipment	176	5,000	176	3.52%
Communications	950	12,500	950	7.60%
 Dues and Fees	-	500	-	0.00%
Other Expenditures	-	2,500	-	0.00%
General Supplies and Materials	775	10,000	775	7.75%
Water and Sewer	46	2,500	46	1.84%
Natural Gas	129	2,500	129	5.18%
Electricity	593	15,000	593	3.95%
Gasoline and Diesel	101	1,750	101	5.75%
Small Equipment	-	2,000	-	0.00%
Software	-	1,500	-	0.00%
Total Operations & Capital	<u>3,752</u>	<u>70,150</u>	<u>3,752</u>	<u>5.35%</u>
 TOTAL GENERAL GOVERNMENT	<u>\$ 120,772</u>	<u>\$ 1,512,574</u>	<u>\$ 120,772</u>	<u>7.98%</u>
 Municipal Court				
Salaries & Wages	11,066	146,179	11,066	7.57%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	7,589	43,287	7,589	17.53%
Employee Benefits-Dental	420	2,607	420	16.09%
Employee Benefits-ADD Life	74	441	74	16.67%
Employee Benefits-Disability	181	1,086	181	16.66%
FICA	639	9,125	639	7.00%
Medicare	149	2,134	149	7.00%
Employee Benefits-Retirement	1,088	14,282	1,088	7.62%
Unemployment	41	106	41	38.64%
Workers' Compensation	300	377	300	79.70%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	21,546	220,624	21,546	9.77%
Professional Services - Public Defender	270	11,350	270	2.38%
Professional Services - Solicitor/Judge	3,250	97,500	3,250	3.33%
Rental of Equipment	78	1,750	78	4.44%
Advertising	-	50	-	0.00%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	675	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	1,237	2,000	1,237	61.84%
General Supplies and Materials Postage	-	500	-	0.00%
Gasoline/Diesel	-	50	-	0.00%
Food Supplies	146	4,500	146	3.24%
Small Equipment	-	500	-	0.00%
Software	1,676	25,000	1,676	6.70%
Other Supplies - Uniforms	-	250	-	0.00%
Intergovernmental - Inmate Housing	-	5,000	-	0.00%
<i>Total Operations</i>	6,656	150,475	6,656	4.42%
 TOTAL JUDICIAL	\$ 28,203	\$ 371,099	\$ 28,203	7.60%
<i>Police Administration</i>				
Salaries & Wages	32,990	405,214	32,990	8.14%
Salaries & Wages-Overtime	-	6,000	-	0.00%
Employee Benefits-Medical	16,315	87,432	16,315	18.66%
Employee Benefits-Dental	898	5,966	898	15.05%
Employee Benefits-ADD Life	159	882	159	18.06%
Employee Benefits-Disability	626	3,225	626	19.41%
FICA	1,962	25,619	1,962	7.66%
Medicare	459	5,992	459	7.66%
Employee Benefits-Retirement	3,054	43,983	3,054	6.94%
Unemployment	122	160	122	76.29%
Workers' Compensation	13,421	16,840	13,421	79.70%
<i>Total Salaries and Benefits</i>	70,005	601,313	70,005	11.64%
Professional Services	125	500	125	25.00%
Repair & Maintenance-Vehicle	944	5,000	944	18.89%
Rental of Equipment	210	5,000	210	4.20%
Communications	115	3,300	115	3.47%
Advertising	-	1,000	-	0.00%
Printing and Binding	-	250	-	0.00%
Travel	62	4,000	62	1.54%
Dues and Fees	615	4,000	615	15.38%
Education and Training	-	3,000	-	0.00%
Other Expenditures	11	2,000	11	0.55%
General Supplies and Materials	-	4,500	-	0.00%
General Supplies - Postage	-	400	-	0.00%
Gasoline/Diesel	778	8,000	778	9.73%
Small Equipment	-	1,000	-	0.00%
Software	18	2,600	18	0.69%
Other Supplies - Uniforms	-	3,000	-	0.00%
<i>Total Operations and Capital</i>	2,878	47,550	2,878	6.05%
<i>Criminal Investigation Division</i>				
Salaries & Wages	18,159	238,392	18,159	7.62%
Salaries & Wages-Overtime	99	6,000	99	1.65%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Employee Benefits-Medical	7,741	51,859	7,741	14.93%
Employee Benefits-Dental	397	2,224	397	17.83%
Employee Benefits-ADD Life	98	588	98	16.67%
Employee Benefits-Disability	291	1,754	291	16.60%
FICA	1,090	15,152	1,090	7.19%
Medicare	255	3,544	255	7.19%
Employee Benefits-Retirement	1,806	26,013	1,806	6.94%
Unemployment	68	106	68	63.75%
Workers' Compensation	8,819	11,066	8,819	79.70%
Total Salaries and Benefits	38,823	356,698	38,823	10.88%
Repair & Maintenance-Vehicle	101	5,000	101	2.02%
Communications	32	2,300	32	1.40%
Printing and Binding	-	100	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	100	1,000	100	10.00%
Education and Training	-	2,500	-	0.00%
General Supplies and Materials	74	1,000	74	7.39%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	216	6,000	216	3.60%
Small Equipment	36	1,500	36	2.43%
Software	200	7,000	200	2.86%
Other Supplies - Uniforms	-	1,000	-	0.00%
Total Operations and Capital	760	28,450	760	2.67%
Vice				
Salaries & Wages	4,499	50,476	4,499	8.91%
Salaries & Wages-Overtime	190	2,000	190	9.51%
Employee Benefits-Medical	1,405	8,572	1,405	16.39%
Employee Benefits-Dental	58	368	58	15.88%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	62	364	62	17.14%
FICA	284	3,254	284	8.72%
Medicare	66	761	66	8.72%
Employee Benefits-Retirement	388	5,586	388	6.94%
Unemployment	17	27	17	64.26%
Workers' Compensation	1,894	2,376	1,894	79.70%
Total Salaries and Benefits	8,889	73,931	8,889	12.02%
Repairs & Maintenance Vehicles	72	2,000	72	3.59%
Communications	-	600	-	0.00%
Gasoline	161	2,000	161	8.07%
Total Operations and Capital	233	4,600	233	5.07%
Patrol				
Salaries & Wages	106,833	1,310,737	106,833	8.15%
Salaries & Wages-Overtime	5,916	50,000	5,916	11.83%
Employee Benefits-Medical	57,986	475,744	57,986	12.19%
Employee Benefits-Dental	2,574	21,977	2,574	11.71%
Employee Benefits-ADD Life	588	3,822	588	15.38%
Employee Benefits-Disability	1,537	9,320	1,537	16.49%
FICA	6,563	84,614	6,563	7.76%
Medicare	1,535	19,789	1,535	7.76%
Employee Benefits-Retirement	10,088	144,047	10,088	7.00%
Unemployment	417	718	417	58.10%
Workers' Compensation	49,248	61,795	49,248	79.70%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Total Salaries and Benefits</i>	243,285	2,182,563	243,285	11.15%
Professional Services	1,101	2,000	1,101	55.04%
Repair & Maintenance	-	3,000	-	0.00%
Repair & Maintenance-Vehicle	3,478	60,000	3,478	5.80%
Communications	635	18,000	635	3.53%
Printing and Binding	-	500	-	0.00%
Travel	-	5,000	-	0.00%
Dues and Fees	-	1,500	-	0.00%
Education & Training	-	12,000	-	0.00%
Contract Labor	-	1,000	-	0.00%
Other Expenditures	129	5,500	129	2.35%
General Supplies and Materials	48	4,000	48	1.20%
Gasoline and Diesel	7,028	80,000	7,028	8.79%
Small Equipment	33	18,000	33	0.18%
Software	-	17,000	-	0.00%
Other Supplies - Uniforms	184	35,000	184	0.53%
<i>Total Operations and Capital</i>	12,636	262,500	12,636	4.81%
<i>Police Training</i>				
Salaries & Wages	4,060	56,948	4,060	7.13%
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	68	405	68	16.69%
FICA	252	3,655	252	6.89%
Medicare	59	855	59	6.88%
Employee Benefits-Retirement	436	6,274	436	6.95%
Unemployment	15	27	15	55.63%
Workers' Compensation	2,127	2,669	2,127	79.70%
<i>Total Salaries and Benefits</i>	7,040	72,980	7,040	9.65%
Repair & Maintenance-Vehicle	-	2,000	-	0.00%
Communications	16	600	16	2.70%
Travel	-	2,000	-	0.00%
Education and Training	-	3,000	-	0.00%
General Supplies and Materials	26	2,000	26	1.31%
Weapons Supplies & Ammunition	-	20,000	-	0.00%
Gasoline and Diesel	89	2,000	89	4.47%
Small Equipment	-	10,000	-	0.00%
Other Supplies - Uniforms	-	300	-	0.00%
Intergovernmental	-	5,000	-	0.00%
<i>Total Operations and Capital</i>	132	46,900	132	0.28%
<i>Police Stations and Buildings</i>				
Disposal-Garbage/Recycle	-	1,500	-	0.00%
Pest Control	-	1,000	-	0.00%
Repairs and Maintenance	303	12,345	303	2.45%
Communications	933	12,500	933	7.46%
General Supplies and Materials	402	5,000	402	8.03%
Water/Sewer	219	7,000	219	3.13%
Electricity	475	15,000	475	3.16%
Small Equipment	150	2,500	150	6.00%
Software	-	3,500	-	0.00%
<i>Total Operations</i>	2,481	60,345	2,481	4.11%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
<i>Probation</i>				
Salaries & Wages	3,845	49,275	3,845	7.80%
Employee Benefits-Medical	1,405	8,572	1,405	16.39%
Employee Benefits-Dental	58	368	58	15.88%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	67	393	67	17.04%
FICA	236	3,055	236	7.73%
Medicare	55	714	55	7.74%
Employee Benefits-Retirement	364	5,245	364	6.94%
Unemployment	14	27	14	52.70%
Workers' Compensation	1,778	2,231	1,778	79.70%
<i>Total Salaries and Benefits</i>	7,848	70,027	7,848	11.21%
Communications	16	600	16	2.70%
Travel	-	250	-	0.00%
Dues and Fees	-	300	-	0.00%
General Supplies and Materials	-	300	-	0.00%
Gasoline & Diesel	-	2,000	-	0.00%
Small Equipment	-	500	-	0.00%
Software	250	3,000	250	8.33%
Other Supplies - Uniforms	-	1,000	-	0.00%
<i>Total Operations and Capital</i>	266	7,950	266	3.35%
<i>Fire Services</i>				
Intergovernmental-Fire Services	-	2,377,168	-	0.00%
Total Fire Services	-	2,377,168	-	0.00%
TOTAL PUBLIC SAFETY	\$ 395,276	\$ 6,192,975	\$ 395,276	6.38%
<i>Highways and Streets</i>				
Professional Services-Engineering	-	2,000	-	0.00%
Disposal-Garbage/Recycling	-	1,500	-	0.00%
Lawn Care	43	1,200	43	3.59%
Pest Control	-	750	-	0.00%
Repairs & Maintenance	1,452	50,000	1,452	2.90%
Repairs & Maintenance-Vehicles	315	10,000	315	3.15%
Rental of Equipment	-	2,500	-	0.00%
Contract Labor	-	426,540	-	0.00%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	492	500	492	98.38%
Electricity	52	4,500	52	1.14%
Gasoline/Diesel	185	5,000	185	3.69%
Small Equipment	-	2,500	-	0.00%
<i>Total Operations</i>	2,537	507,240	2,537	0.50%
<i>Street Lights</i>				
Repairs & Maintenance	1,108	2,000	1,108	55.41%
Electricity-Street Lights	5,539	120,000	5,539	4.62%
Total Street Lights	6,647	122,000	6,647	5.45%
<i>Traffic Lights</i>				
Repairs & Maintenance	-	2,000	-	0.00%
Electricity-Traffic Lights	114	3,500	114	3.25%
Total Traffic Lights	114	5,500	114	2.07%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
TOTAL PUBLIC WORKS	\$ 9,298	\$ 634,740	\$ 9,298	1.46%
Tree Commission				
Repairs & Maintenance	-	22,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	-	0.00%
Books and Periodicals	-	500	-	0.00%
Total Operations	-	25,500	-	0.00%
Culture and Recreation				
Intergovernmental-Sequoyah Regional	-	4,000	-	0.00%
TOTAL CULTURE AND RECREATION	\$ -	\$ 29,500	\$ -	0.00%
Building Inspections				
Salaries & Wages	15,662	202,617	15,662	7.73%
Overtime	-	500	-	0.00%
Employee Benefits-Medical	3,400	44,573	3,400	7.63%
Employee Benefits-Dental	344	2,224	344	15.49%
Employee Benefits-ADD Life	85	588	85	14.38%
Employee Benefits-Disability	310	1,664	310	18.63%
FICA	967	12,593	967	7.68%
Medicare	226	2,945	226	7.68%
Employee Benefits-Retirement	1,501	21,620	1,501	6.94%
Unemployment	58	106	58	54.66%
Workers' Compensation	2,767	3,472	2,767	79.70%
Total Salaries and Benefits	25,320	292,902	25,320	8.64%
Professional Services-Engineering	-	75,000	-	0.00%
Professional Services-Legal	-	6,000	-	0.00%
Repairs & Maintenance - Vehicles	473	2,500	473	18.92%
Communications	97	3,500	97	2.78%
Advertising -Promotions	-	2,500	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	250	-	0.00%
Dues and Fees	145	3,500	145	4.14%
Education and Training	-	1,000	-	0.00%
Contract Labor	-	30,000	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	10	500	10	2.00%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	221	4,000	221	5.52%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	500	-	0.00%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	946	130,300	946	0.73%
Planning and Zoning				
Salaries & Wages	8,845	118,932	8,845	7.44%
Employee Benefits-Medical	4,543	27,866	4,543	16.30%
Employee Benefits-Dental	167	1,120	167	14.94%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Employee Benefits-ADD Life	62	294	62	20.92%
Employee Benefits-Disability	195	970	195	20.10%
FICA	509	7,374	509	6.90%
Medicare	119	1,725	119	6.89%
Employee Benefits-Retirement	807	12,659	807	6.37%
Unemployment	46	53	46	86.38%
Workers' Compensation	3,522	4,717	3,522	74.67%
Total Salaries and Benefits	18,814	175,710	18,814	10.71%
Professional Services	-	500	-	0.00%
Professional Services-Legal	-	750	-	0.00%
Communications	19	600	19	3.16%
Advertising	3,108	20,000	3,108	15.54%
Printing & Binding	-	250	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	-	4,000	-	0.00%
Education and Training	-	500	-	0.00%
Planning & Zoning Meeting Fees	196	3,000	196	6.53%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	30	500	30	5.93%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	250	-	0.00%
Total Operations	3,352	31,400	3,352	10.68%
Economic Development				
Salaries & Wages	799	10,609	799	7.54%
FICA	47	658	47	7.16%
Medicare	11	154	11	7.16%
Employee Benefits - Retirement	78	1,129	78	6.95%
Workers Comp Insurance	37	46	37	79.70%
Total Salaries & Benefits	973	12,596	973	7.72%
Main Street Program				
Salaries and Wages	4,013	52,189	4,013	7.69%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	2,477	16,715	2,477	14.82%
Employee Benefits - Dental	140	368	140	38.01%
Employee Benefits - Add Life	25	147	25	16.67%
Employee Benefits - Disability	100	598	100	16.68%
FICA	237	3,298	237	7.17%
Medicare	55	771	55	7.18%
Employee Benefits - Retirement	393	5,661	393	6.95%
Unemployment	18	27	18	65.93%
Workers Comp Insurance	183	230	183	79.70%
Total Salaries and Benefits	7,640	81,004	7,640	9.43%
Communications	17	600	17	2.83%
Travel	-	600	-	0.00%
Dues and Fees	200	1,000	200	20.00%
Education and Training	-	500	-	0.00%
Contract Labor	-	5,000	-	0.00%
Supplies - Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
Total Operations	217	25,200	217	0.86%
Intergovernmental				
Intergovernmental - COED	-	10,000	-	0.00%
Total Intergovernmental	-	10,000	-	0.00%



**General Fund Expenditures
As of January, 2021**

	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
TOTAL HOUSING AND DEVELOPMENT	\$ <u>57,262</u>	\$ <u>759,112</u>	\$ <u>57,262</u>	<u>7.54%</u>
TOTAL GENERAL FUND EXPENDITURES	\$ <u>610,811</u>	\$ <u>9,500,000</u>	\$ <u>610,811</u>	<u>6.43%</u>



**Operating Grant Fund
As of January, 2021**

REVENUES:	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	-	124,990	-	0.00%
Interest Revenue	1	10	1	9.30%
TOTAL REVENUES	\$ 1	\$ 125,000	\$ 1	0.00%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	8,218	125,000	8,218	6.57%
TOTAL EXPENDITURES	\$ 8,218	\$ 125,000	\$ 8,218	6.57%



**Parks & Recreation Fund
As of January, 2021**

REVENUES:	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	24,820	245,000	24,820	10.13%
Alcoholic Bev Excise Tax Liquor	11,712	85,500	11,712	13.70%
Local Option Mixed Drink Tax	4,402	45,000	4,402	9.78%
Penalties and Interest	-	100	-	0.00%
Bad Check Fees	-	50	-	0.00%
Interest Revenue	43	100	43	42.55%
Rents and Royalties	2,124	10,000	2,124	21.24%
Prior Year Fund Balance	-	250	-	0.00%
TOTAL REVENUES	\$ 43,101	\$ 386,000	\$ 43,101	11.17%
EXPENDITURES:				
Disposal - Garbage Depot	-	750	-	0.00%
Pest Control - Depot	-	750	-	0.00%
Repairs & Maintenance - Depot	-	20,000	-	0.00%
Communications	291	2,000	291	14.57%
General Supplies - Depot	793	500	793	158.57%
Water/Sewer - Depot	5	500	5	1.01%
Natural Gas - Depot	144	2,000	144	7.21%
Electricity - Depot	117	5,000	117	2.33%
Small Equipment - Depot	-	1,500	-	0.00%
Capital Outlay - Buildings	-	200,000	-	0.00%
Disposal - Garbage Parks	-	750	-	0.00%
Lawn Care	1,121	9,000	1,121	12.46%
Pest Control - Parks	-	750	-	0.00%
Repairs & Maintenance - Parks	372	32,000	372	1.16%
Rental - Equipment & Land	-	1,000	-	0.00%
Dues and Fees	367	500	367	73.40%
Contract Labor	2,850	50,000	2,850	5.70%
General Supplies and Materials - Parks	27	1,000	27	2.75%
Water/Sewer - Parks	206	6,000	206	3.43%
Electricity - Parks	54	1,500	54	3.57%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Site Improvements	-	50,000	-	0.00%
TOTAL EXPENDITURES	\$ 6,348	\$ 386,000	\$ 6,348	1.64%



**Hotel/Motel Tax Fund
As of January, 2021**

	January 2021		YTD		% of Annual
REVENUES:	Transactions	2021 Budget	Transactions		Budget
Hotel/Motel Taxes	321	4,995	321		6.43%
Interest Revenue	0	5	0		4.80%
TOTAL REVENUES	\$ 322	\$ 5,000	\$ 322		6.43%
EXPENDITURES:					
Advertising/Promotions	4,295	5,000	4,295		85.90%
TOTAL EXPENDITURES	\$ 4,295	\$ 5,000	\$ 4,295		85.90%



**Urban Redevelopment Agency
As of January, 2021**

	January 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Proceeds from General Long-term E	133,570	4,000,000	133,570	3.34%
TOTAL REVENUES	\$ 133,570	\$ 4,000,000	\$ 133,570	3.34%
EXPENDITURES:				
Transfer to Town Center Fund	133,570	4,000,000	133,570	3.34%
TOTAL EXPENDITURES	\$ 133,570	\$ 4,000,000	\$ 133,570	3.34%



SPLOST III Fund
As of January, 2021

	January 2021		YTD	% of Annual
REVENUES:	Transactions	2021 Budget	Transactions	Budget
Special Assessments - Crestmont	-	5,964	-	0.00%
Prior Year Fund Balance	-	273,936	-	0.00%
Interest Revenue	26	100	26	25.62%
TOTAL REVENUES	\$ 26	\$ 280,000	\$ 26	0.01%
EXPENDITURES:				
Capital Outlay-Infrastructure	-	280,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 280,000	\$ -	0.00%



**SPLOST IV Fund
As of January, 2021**

	January 2021		YTD		% of Annual
REVENUES:	Transactions	2021 Budget	Transactions		Budget
Special Assessments	-	1,050	-		0.00%
Interest Revenue	2	45	2		4.67%
Prior Year Fund Balance	-	66,705	-		0.00%
TOTAL REVENUES	\$ 2	\$ 67,800	\$ 2		0.00%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	67,800	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 67,800	\$ -		0.00%



**SPLOST V Fund
As of January, 2021**

REVENUES:	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	219,927	1,800,000	219,927	12.22%
Grant Revenue-LMIG	-	142,030	-	0.00%
Grant Revenue-SRTA	-	1,250,000	-	0.00%
Assessments - Roads	-	58,000	-	0.00%
Interest Revenue	33	450	33	7.31%
Proceeds from SRTA Loan	-	3,500,000	-	0.00%
TOTAL REVENUES	\$ 219,960	\$ 6,750,480	\$ 219,960	3.26%
EXPENDITURES:				
Capital Outlay-Public Safety Equipment	2,531	214,192	2,531	1.18%
Capital Outlay-Police Cars	32,782	100,000	32,782	32.78%
Capital Outlay-Infrastructure	-	586,288	-	0.00%
Capital Outlay-HS Pkwy Phase II	-	4,750,000	-	0.00%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
TOTAL EXPENDITURES	\$ 35,313	\$ 6,750,480	\$ 35,313	0.52%



**Town Center Fund
As of January, 2021**

Revenues	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	6	300	6	1.97%
Prior Year Fund Balance	-	167,392	-	0.00%
Transfer from URA	133,570	4,000,000	133,570	3.34%
TOTAL REVENUES	\$ 133,575	\$ 4,167,692	\$ 133,575	3.21%
Expenditures				
Professional Services	-	167,692	-	0.00%
Capital Outlay - Site Improvements	25,280	4,000,000	25,280	0.63%
TOTAL EXPENDITURES	\$ 25,280	\$ 4,167,692	\$ 25,280	0.61%



Debt Service Fund
As of January, 2021

Revenues	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Interest	146	2,000	146	7.28%
Prior Year Fund Balance	-	1,100,952	-	0.00%
TOTAL REVENUES	\$ 146	\$ 1,102,952	\$ 146	0.01%
Expenditures				
Debt Service - Bond Principal HSPRA	156,342	318,481	156,342	49.09%
Debt Service - Bond Interest HSPRA	23,026	40,254	23,026	57.20%
Debt Service - Bond Principal URA		555,556	-	0.00%
Debt Service - Bond Interest URA	-	188,661	-	0.00%
TOTAL EXPENDITURES	\$ 179,368	\$ 1,102,952	\$ 179,368	16.26%



**Stormwater Utility Fund
As of January, 2021**

REVENUES:	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Stormwater Utility Fees	13,174	375,667	13,174	3.51%
Interest Revenue	3	650	3	0.54%
TOTAL REVENUES	\$ 13,178	\$ 376,317	\$ 13,178	3.50%
EXPENSES:				
Salaries & Wages	4,067	48,804	4,067	8.33%
Employee Benefits - Medical Insurance	714	8,572	714	8.33%
Employee Benefits - Dental Insurance	31	368	31	8.42%
Employee Benefits - Disability	33	398	33	8.29%
Employee Benefits - ADD Life	12	147	12	8.16%
FICA	252	3,026	252	8.33%
Medicare	59	708	59	8.33%
Employee Benefits - Retirement	433	5,195	433	8.33%
Unemployment	2	27	2	7.41%
Workers Comp Insurance	237	2,838	237	8.35%
Professional Services	-	2,500	-	0.00%
Technical Services - Regional SW	-	2,500	-	0.00%
Technical Services - Pollution	-	1,500	-	0.00%
Technical Services - Watershed	-	500	-	0.00%
Professional Services - Engineer	-	120,000	-	0.00%
Repairs & Maintenance	-	95,561	-	0.00%
Rental of Equipment	155	10,500	155	1.48%
Communications	50	1,500	50	3.34%
Advertising	-	250	-	0.00%
Printing and Binding	-	100	-	0.00%
Dues and Fees	-	6,500	-	0.00%
Training	-	2,000	-	0.00%
Contract Labor	-	42,500	-	0.00%
General Supplies & Materials	20	1,000	20	2.00%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	65	2,500	65	2.59%
Gasoline & Diesel	419	4,000	419	10.47%
Small Equipment	-	1,500	-	0.00%
Other Supplies	72	1,000	72	7.20%
Contingency	-	3,760	-	0.00%
Capital Lease Interest	-	6,063	-	0.00%
TOTAL EXPENSES	\$ 6,621	\$ 376,317	\$ 6,621	1.76%



**Main Street Board
Budget To Actual Comparison Report
As of January, 2021**

Revenues	January 2021 Transactions	2021 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	19,357	54,567	19,357	35.47%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	590	5,000	590	11.80%
Donations From Private Sources	-	20,000	-	0.00%
Miscellaneous/Registrations/Booth Fees	-	5,000	-	0.00%
Rents and Royalties	3,935	5,000	3,935	78.70%
Interest Revenue	2	50	2	3.30%
TOTAL REVENUES	\$ 23,884	\$ 114,617	\$ 23,884	20.84%

Expenditures				
Salaries & Wages	4,013	52,189	4,013	7.69%
Overtime	-	1,000	-	0.00%
Employee Benefits - Medical	2,477	16,715	2,477	14.82%
Employee Benefits- Dental	140	368	140	38.01%
Employee Benefits-Add Life	25	147	25	16.67%
Employee Benefits-Disability	100	598	100	16.68%
FICA	237	3,298	237	7.17%
Medicare	55	771	55	7.18%
Employee Benefits-Retirement	393	5,661	393	6.95%
Unemployment	18	27	18	65.93%
Workers Comp Insurance	183	230	183	79.70%
Communications	17	600	17	2.83%
Travel	-	600	-	0.00%
Dues and Fees	200	1,000	200	20.00%
Education and Training	-	500	-	0.00%
Contract Labor	-	5,000	-	0.00%
Supplies-Special Events	-	15,000	-	0.00%
Payments to Other Agencies	-	2,500	-	0.00%
TOTAL EXPENDITURES	\$ 7,857	\$ 106,204	\$ 7,857	7.40%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of January, 2021**

Revenues	January 2021 Transactions	2021 Budget	YTD Transactions	% Variance
Development Fees/Recompense	2,423.00	25,450	2,423.00	9.52%
Interest Revenue	0.07	50	0.07	0.14%
TOTAL REVENUES	\$ 2,423.07	\$ 25,500.00	\$ 2,423.07	9.50%
Expenditures				
Landscaping/Tree Planting & Care	-	8,000	-	0.00%
Tree Maintenance	-	8,000	-	0.00%
Tree Removal	-	6,000	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	500	-	0.00%
Banners & Shirts	-	250	-	0.00%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 25,500.00	\$ -	0.00%

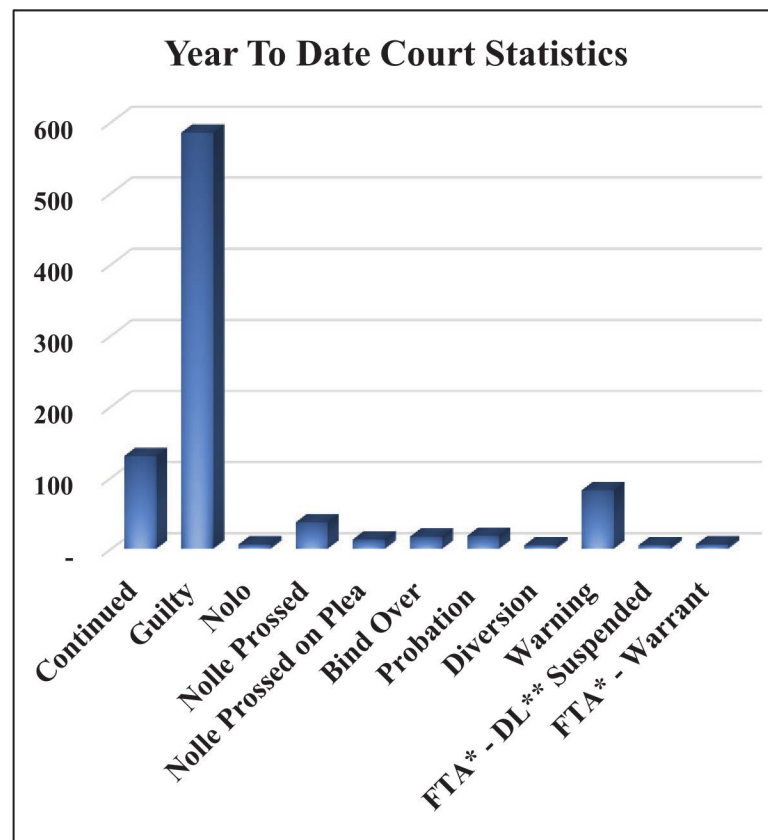


City of Holly Springs Court Statistics 2021 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	130	-	-	-	-	-	-	-	-	-	-	-	130
Guilty	585	-	-	-	-	-	-	-	-	-	-	-	585
Nolo	6	-	-	-	-	-	-	-	-	-	-	-	6
Nolle Prossed	37	-	-	-	-	-	-	-	-	-	-	-	37
Nolle Prossed on Plea	13	-	-	-	-	-	-	-	-	-	-	-	13
Bind Over	17	-	-	-	-	-	-	-	-	-	-	-	17
Probation	18	-	-	-	-	-	-	-	-	-	-	-	18
Diversion	5	-	-	-	-	-	-	-	-	-	-	-	5
Warning	82	-	-	-	-	-	-	-	-	-	-	-	82
FTA* - DL** Suspended	5	-	-	-	-	-	-	-	-	-	-	-	5
FTA* - Warrant	6	-	-	-	-	-	-	-	-	-	-	-	6
904	-	-	-	-	-	-	-	-	-	-	-	-	904

* Failure to Appear

** Driver's License

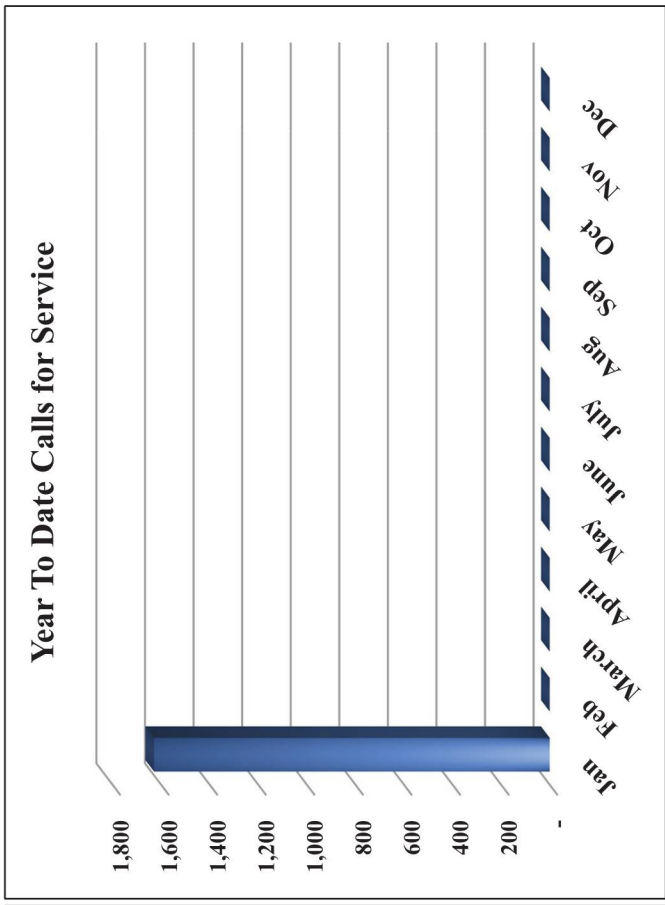
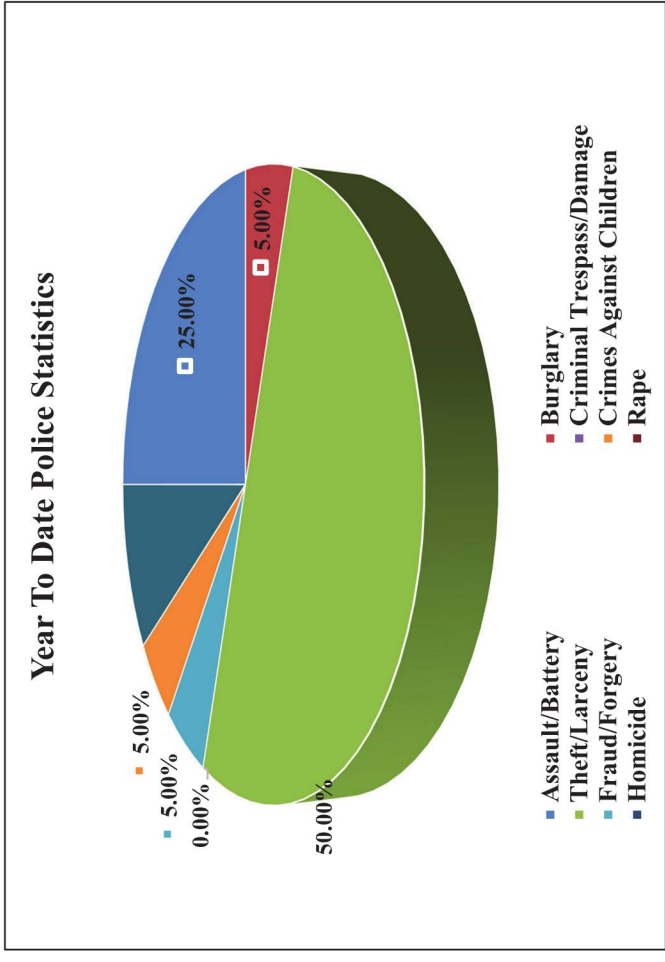




City of Holly Springs Police Statistics 2021 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Assault/Battery	5	-	-	-	-	-	-	-	-	-	-	-	5
Burglary	1	-	-	-	-	-	-	-	-	-	-	-	1
Theft/Larceny	10	-	-	-	-	-	-	-	-	-	-	-	10
Criminal Trespass/Damage	-	-	-	-	-	-	-	-	-	-	-	-	-
Fraud/Forgery	1	-	-	-	-	-	-	-	-	-	-	-	1
Crimes Against Children	1	-	-	-	-	-	-	-	-	-	-	-	1
Homicide	-	-	-	-	-	-	-	-	-	-	-	-	-
Rape	-	-	-	-	-	-	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-
Arson	-	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Theft	2	-	-	-	-	-	-	-	-	-	-	-	2
Sex Crimes	-	-	-	-	-	-	-	-	-	-	-	-	-
20	20	-	-	-	-	-	-	-	-	-	-	-	20

Calls for Service 1,629 - - - - - - - - - - - 1,629





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

Description	Jan-21	
Pot Hole Repair	0	roads
Tree Service Work	11	row
ROW Mowing	3	row
Dead Animal Pick Up	7	roads
Street Sweeping	8	street sweeping
Road Salting	0	roads
Sign Maintenance	13	signs
Traffic Signals	5	signs
Equipment Maintenance	7	equipment maintenance
Misc. Work Orders	16	misc
PARKS		
J.B. Owens	22	parks
Barrett Park	20	parks
J.C. Mullins	19	parks
Monthly Totals	131	

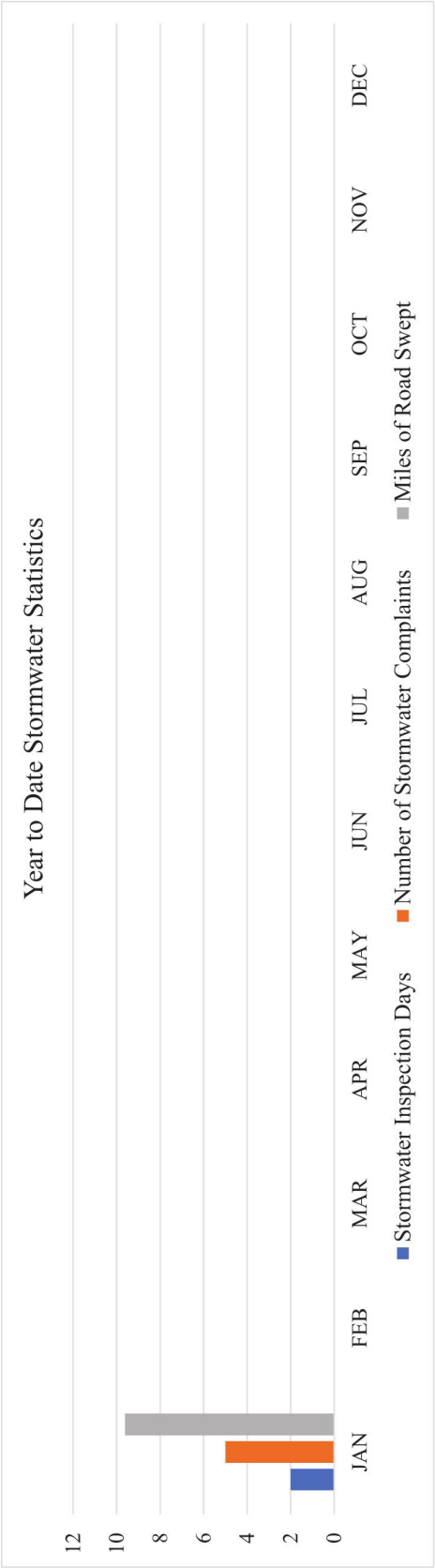
Street Sweeping Mileage

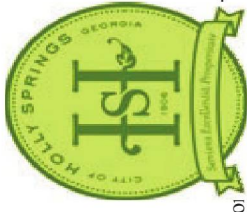
9.62



**City of Holly Springs
Stormwater Statistics
2021 Year to Date**

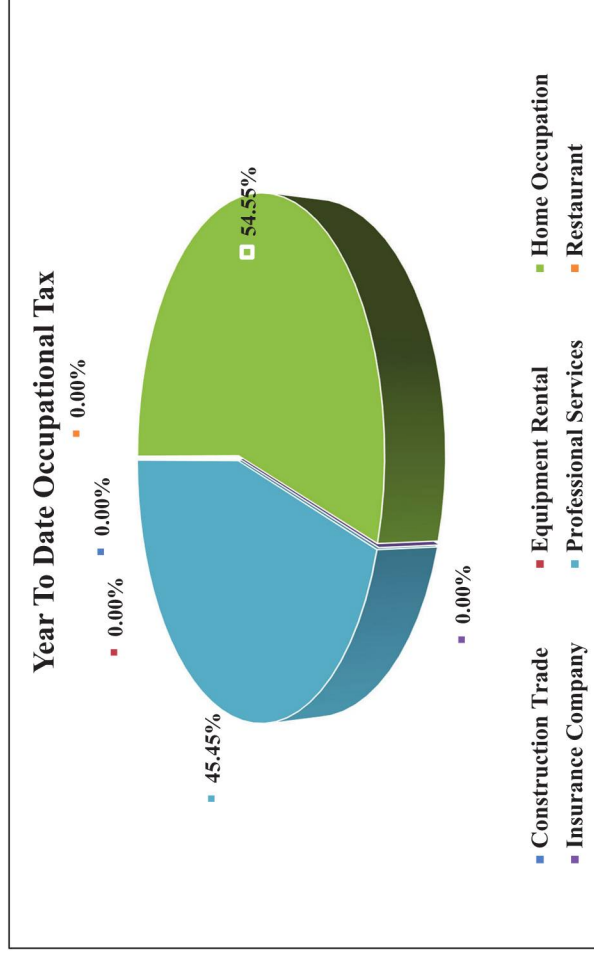
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2												2
Number of Stormwater Complaints	5												5
Miles of Road Swept	9.62												9.62

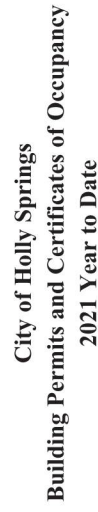




**City of Holly Springs
Occupational Tax Summary
2020 Year to Date**

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	-	-	-	-	-	-	-	-	-	-	-	6	54.55%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	5	-	-	-	-	-	-	-	-	-	-	-	5	45.45%
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
11	-	-	-	-	-	-	-	-	-	-	-	-	11	100.00%





Year To Date Permits Issued

Occupancy Type	Percentage
Single-Family	63.49%
Multi-Family	20.63%
Commercial	15.87%

Year To Date Certificates of Occupancy Issued

Occupancy Type	Percentage
Single-Family	96.15%
Multi-Family	3.85%
Commercial	0.00%

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

February 22, 2021

Meeting Date: _____

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

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

