City of Holly Springs

Date: Monday, February 3, 2020

Location: 3235 Holly Springs Pkwy.

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. SPECIAL PRESENTATIONS

- Pinning Ceremony for Lieutenant Michael Hales

V. PUBLIC COMMENTS

VI. NEW BUSINESS

A. Discuss a proposal from Edmunds & Associates, Inc.
Presented By: Ron Cater, Facilities & IT Manager

B. Discuss CUP-01-2020, a request for a conditional use permit for a Massage Establishment for property located on Holly Springs Parkway, Holly Springs, GA, tax parcel 055 of tax plat 93N00
Presented By: Nancy Moon, Community Development Director

C. Discuss Scope of Services for Holly Springs Town Center, Monthly Services Retainer from Clementine Creative
Presented By: Robert H. Logan, City Manager

D. Discuss a Contract Change Order from Georgia Development Partners for the Hickory Road and Palm Street Intersection Improvement Project
Presented By: Robert H. Logan, City Manager

E. Discuss a proposal for preliminary subsurface exploration and geotechnical engineering evaluation for the Town Center Parking Deck from Oasis Consulting Services
Presented By: Robert H. Logan, City Manager

F. Discuss proposals for the towing and storage services contract
Presented By: Robert H. Logan, City Manager

G. Discuss a resolution supporting legislation for the Georgia Local Government Infrastructure Finance Authority Act
Presented By: Robert H. Logan, City Manager

VII. EXECUTIVE SESSION

- Litigation

VIII. REPORTS

IX. ADJOURNMENT

COUNCIL AGENDA REPORT

FROM: **Ron Carter**

CC: **City Clerk**
Public Information

SUBJECT: **Acquisition of a new cloud-based suite of software products for city functions.**

DATE: 1/30/2020 **COUNCIL MEETING DATE: 2/3/2020**

RECOMMENDATION

Acquire the Edmunds GovTech cloud-based suite of city government software solutions. To include financial, payroll, human resources, property tax, purchasing, code enforcement, occupational tax, permitting, stormwater, web portal for online payments, online application submittal, and building inspections.

REPORT-IN-BRIEF

All of the listed applications that we are currently using are very outdated or on a spreadsheet. The vendor, Edmunds GovTech supplies a cloud-based suite of the above listed applications that provides many advantages over what we are currently using. The Edmunds GovTech applications are time tested. The company has been in business since 1972 and holds a 98% client retention rate. There is no per user licensing and it can be accessed easily in the field by personnel that have the need to, such as the building inspectors and stormwater technician.

Planned implementation will be the financial, payroll, human resources, and property tax will consist of the initial rollout. The projected time frame to accomplish this will be 6-8 months. They can start immediately upon contract approval.

Our existing data that we have will be integrated into the new applications so we will be retaining historical information without having to keep the old software applications or spreadsheets.

A total of three local references were provided by Edmunds GovTech. One of which was the City of Acworth that we scheduled an onsite visit with. Acworth provided a demo of how they used the system and utilized the modules that they were licensed for. They had nothing but high praise for the company and their support of the system.

The total quote is $229,810.00 for the first year and includes data conversion, implementation, hosting, and training. Subsequent renewals year two will be $28,800.00 and year three will be $29,100.00.

DISCUSSION

None

CONCURRENCES

Stormwater, Community Development, Finance, and Administration

FISCAL IMPACT

$229,810.00 for initial first year, then $28,800.00 for year two and $29,100.00 year three renewals

ALTERNATIVES

Status quo

ATTACHMENTS

Quote and references.

REFERENCES

Acworth City, GA

Date of Installation: 2013
Modules Implemented: Finance Super Suite, Requisitions, Accounts Receivable, Payroll, Human Resources, Tax, Utility Billing, Work Orders, Inventory, Web Inquiry & Payment Portal for Tax, Building Permit and Code Enforcement.
Contact: Keith Wilson – IT Director, kwilson@acworth.org, 678-801-4090
Contact: Diana DeSanto – CFO, ddesanto@acworth.org, x-1019
Contact: Christine Tilling - Finance & Payroll, ctilling@acworth.org, x-1006
Contact: Mary Ellen Lamb – Building & Permitting Admin
MLAMB@ACWORTH.ORG, 912-974-2032
Address: 4415 Senator Russell Avenue, Acworth, GA 30101
Phone: 770-974-3112

Powder Springs City, GA

Date of Installation: 2010
Modules Implemented: Finance Super Suite, Requisitions, Accounts Receivable, Payroll, Human Resources, Tax, Utility Billing, Work Orders, Inventory, Web Inquiry & Payment Portal for Tax
Contact: Kelly Axte - City Clerk
Address: 4484 Marietta Street, Powder Springs, GA 30127
Phone: 770-943-1666

Riverdale City, GA

Date of Installation: 2014 – Finance Suite & Taxes, 2018 Code Enforcement and Building Permitting
Modules Implemented: Finance Super Suite, Requisitions, Accounts Receivable, Payroll, Human Resources, Tax, Work Orders, Inventory, Web Inquiry & Payment Portal for Tax, Code Enforcement & Building Permits
Contact: Don Turner dturner@riverdalega.gov
Address: 6690 Church Street, Riverdale, GA 30274
Phone: 770-909-5511

Hosted MCSJ

Explanation of Security, Redundancy, Backup, and Disaster Recovery

Revised 01.28.2020

The design of Hosted MCSJ includes software and database security, redundant backup, and robust disaster recovery.

1. **MCSJ Host and Database Security**
   a. **Encryption**
   All communication between the MCSJ client and MCSJ server is encrypted. All sensitive data that is stored in databases is encrypted. Encryption keys are not stored in the database or on the MCSJ Host.

   b. **Access Control**
   A Hosted MCSJ server can be restricted to only accepting connections from client specified IP addresses. All MCSJ login and logout activity is recorded in an auditable format. Clients are locked out for ten minutes after five consecutive failed logins.

   c. **Data Protection**
   Protection from viruses, malware, and ransomware is installed on the MCSJ Host.

2. **Database Server Redundancy**
   Hosted MCSJ servers use the Amazon Aurora (https://aws.amazon.com/rds/aurora) database. Aurora provides a high performance and high availability environment for Hosted MCSJ. Client databases run on a primary database node and are replicated in real-time to a second/separate database node. This setup is called a "two node database cluster".

3. **Database Backup Redundancy**
   Hosted MCSJ has redundant backups. Each night a complete server SnapShot is created and a database backup is sent to Amazon S3. Additionally, clients can create a backup on demand. This backup can be stored in S3 or transferred to the local network.

   a. **Server SnapShot Retention**
   Daily MCSJ Host snapshots are retained for 30 days.

   b. **Amazon S3 Database Backup Retention**
   S3 database backups are created for Monday thru Thursday and retained for a week. Weekly database backups are created and retained for a month. Monthly snapshots are retained for 1 year. Yearly snapshots are retained forever.

4. **Disaster Recovery**
   Hosted MCSJ servers are monitored using Amazon CloudWatch (https://aws.amazon.com/cloudwatch). CloudWatch monitors and notifies Edmunds GovTech of various server events. In the event of a failure of a MCSJ Host Edmunds GovTech will restore the failed server within four hours. No client-side configuration changes are required to communicate with the restored server.

5. **Availability Time Guarantee**
   Hosted MCSJ has a guaranteed availability of 99.9% “three nines”. Scheduled maintenance is performed after business hours. This maintenance is usually server and MCSJ software updates. Scheduled maintenance is excluded from the availability of 99.9%. Client connectively issues are also excluded from the availability of 99.9%.

6. **Requirements for End User Computers**
   The hardware requirements for stations are the same for hosted and on-premise.

7. **Bandwidth Requirements of Hosted MCSJ**

   3 megabits per station, with a minimum of 15 megabits and a maximum of 50 megabits.

   - Ex. 6 stations X 3 megabits = 18 megabits
   - Ex. 3 stations X 3 megabits = 15 megabits minimum
   - Ex. 20 stations X 3 megabits = 50 megabits maximum

   It is very important that clients using Hosted MCSJ have a fast and reliable Internet service. Firewall controls should be in place to prevent users from accidentally consuming the bandwidth. One example would be multiple people streaming basketball games during March Madness.

Edmunds & Associates, Inc.
MCSJ Contract - Holly Springs City, GA

A. Introduction

This contract dated____of February 2020 defines the responsibilities of the Holly Springs City, GA (client) purchasing MCSJ computer system application software and/or hardware from Edmunds & Associates, Inc. (vendor). The attached Proposal for MCSJ Application Software dated 30th of December 2019 is an addendum to this contract.

B. Vendor Responsibilities and Mutual Promises and Covenants

Whereas, Edmunds & Associates is responsible for providing all hardware, system software, and MCSJ application software on the attached proposal, and

Unless otherwise noted training of MCSJ application software and installation of system software and hardware is the responsibility of the vendor, and

Whereas, Edmunds & Associates, Inc. is committed to providing the client with the highest level of support that is needed to ensure a successful installation.

Now therefore, in consideration of the mutual promises and covenants, the parties hereto agree that the client shall pay Edmunds & Associates, Inc., an amount as set forth herein, for services set forth in this document and in the vendor's response to the RFP (or attached proposal), all of which are hereby incorporated into and made part of this Contract. In addition, the parties hereto agree as follows:

C. Client Responsibilities

The client is expected to maintain the training schedule that is agreed upon and strict adherence to this schedule and performance of the tasks assigned to the client will greatly assist in the implementation of the client's new software application system.

The client's staff must dedicate adequate time and their undivided attention during training and completion of required tasks between sessions.

D. Confidentiality

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain Confidential/Personal Information of the other party. The duty to protect any such Information shall survive the termination of this Agreement. The Recipient of any such Information shall use the same level of care to protect the Information of the Discloser that Recipient takes to protect its own confidential information.

Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient may only use the Information disclosed by the Discloser as necessary to perform its obligations under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Information facilitated by Recipient's breach of these confidentiality obligations.

301 Tilton Road, Northfield, NJ 08225
Phone 609.645.7333 | Fax 609.645.3111
Contact@EdmundsGovTech.com
www.EdmundsGovTech.com

E. Hardware

All hardware provided by the vendor will either meet or exceed the specifications listed on the latest proposal, and unless noted otherwise, the manufacturer's product listed on the proposal will be that provided by the vendor.

Now therefore, no responsibility is assumed for hardware not purchased from Edmunds & Associates, and the original manufacturer warrants all hardware proposed for one year.

F. Third Party Software

Whereas, all third-party software purchased by the client is covered by the original manufacturer's warranty and is bound by the stated license agreement, and the vendor assumes no responsibilities for these products.

Now therefore, support for these products is solely from the original software manufacturer and not from the vendor and this includes off the shelf software products such as MS Office, Lotus, and the like.

G. MCSJ Application Software

Whereas, all Edmunds & Associates' MCSJ application software is covered by a one-year warranty that includes any upgrades or modifications made to the application software during this time period, and client is licensed to use each MCSJ application software module purchased from the vendor at one site and may copy the software for backup purposes only.

The client's MCSJ application software license is renewed on an annual basis by payment of a software support and license fee.

Now therefore, MCSJ software end user documentation is for the client's use only and may not be distributed outside of the client's site.

H. Support Agreements and Fees

Whereas, vendor provides annual support and licensing agreements for both MCSJ application software and any hardware or system software provided by us.

Edmunds & Associates breaks down support into two areas; MCSJ application software and hardware and/or system software. The application software support and licensing are mandatory to continue the use of the vendors MCSJ application systems.

The hardware and system software maintenance agreement are strongly recommended but is not mandatory to receive service on these items. If a hardware agreement has not been executed, the client will be billed on a time and materials basis.

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I. Payment Terms and Costs

Payment I	Due upon execution the of contract	$170,570.00
Payment II	Due 60 days after the effective date	$29,620.00
Payment III	Due upon the earlier of project acceptance or first production use	$29,620.00

Any one-time License Fees: 100% will be due upon execution of the contract (Effective Date) the customer has the rights to use the software as long as it maintains an active customer support agreement in good standing.

Any one-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Any one-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Any annual Support Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

Any annual Hosting Services Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

*There are no travel expenses provided for in this agreement. Any travel or associated expenses required for this project will be approved by client prior to booking and expenses will be submitted for reimbursement as incurred.

The term of the support agreement is 36 months commencing upon 90 days after the Effective Date

All invoices are payable with Net 30 terms.

J. Conversion of Existing Data

Whereas, if Edmunds & Associates, Inc. agrees to convert some or all of the clients existing data, the cost and detail of this project will be on the attached proposal. Any increase of conversion scope will be an additional cost and will not proceed without client acceptance and approval.

It is the client's responsibility to get the data in a format acceptable to the vendor. If a third party is used to assist in the conversion, and for any reason the third party does not perform, is laggard in performing this task, or performs in error, Edmunds & Associates is not liable or susceptible to any damages and reconciliation of converted data is solely the responsibility of the client.

K. Software License

Whereas, Edmunds & Associates hereby grants to Client a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software accessed or obtained by Client hereunder solely in accordance with the applicable Request for Proposal and for no other purposes.

Now therefore, client shall not, and shall not permit End Users to (a) distribute, sell, assign, transfer, or sublicense the software, or any part thereof, to any Third Party; adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the software or any part thereof; (c) copy the software, in whole or in part, without including appropriate copyright notices; (d) except for providing electronic banking services to Client's customers, use the software in any manner to provide service bureau, time sharing, or other computer services to Third Parties; (e) export the software outside the United States, either directly or indirectly.

L. Merchant Service Provider

Edmunds & Associates does not support any 3rd party merchant service provider payment services or interfaces other than MCSJ WIPP (Web Inquiry/Payment Portal) which is fully integrated. Any 3rd party integration, reconciliation, support or technical services will be billable at $225 per hour.

M. Acceptance

In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written above.

EDMUNDS & ASSOCIATES, INC.	**Holly Springs City, GA**
By: _____	By: _____
Name: Eric Snyder	Name: _____
Title: CRO	Title: _____
Date:_____	Date: _____

301 Tilton Road, Northfield, NJ 08225
Phone 609.645.7333 | Fax 609.645.3111
Contact@EdmundsGovTech.com
www.EdmundsGovTech.com

Edmunds & Associates, Inc.
Cloud Hosting Agreement - Holly Springs City, GA

The purpose of this Agreement is to provide a long-term contract arrangement under which Edmunds & Associates, Inc. will provide exclusive MCSJ Hosting services on behalf of the Holly Springs City, GA.

TERMS
Subject to the terms and conditions of this Agreement and the MCSJ Software License Agreement, Edmunds & Associates, Inc. will provide MCSJ Hosting services for an initial 3-year contractual term of service. ("term") Service shall begin upon installation on a mutually agreed upon date.

This Agreement will automatically renew for successive three (3) year terms. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Client's account.

ANNUAL COST AND PAYMENT TERMS

Payments are due annually as per the schedule below:

Hosting Fees	Annual Hosting Fees
Year 1 Hosting Fees - Level II (10 to 30 concurrent users)	$7,500.00
Year 2 - Hosting Fees - Level II	$6,000.00
Year 3 - Hosting Fees - Level II	$6,300.00

- Does NOT include database engine; Pervasive or MS SQL
- AWS Relational Database Services is utilized for MCSJ in the cloud
- Includes scheduled redundant back ups

PAYMENT
Vendor may at its sole discretion suspend client's right to use any product or services if payment is in arrears for more than 30 days.

PROPRIETARY INFORMATION
Proprietary information exchanged hereunder shall be treated as such by Vendor and Client. This information shall include, but not be limited to, product and services information. Client further agrees to not decompose, disassemble, decode or reverse engineer any Edmunds & Associates, Inc. program, code or technology delivered to Client or any portion thereof.

WARRANTIES

301 Tilton Road, Northfield, NJ 08225
Phone 609.645.7333 | Fax 609.645.3111
Contact@EdmundsGovTech.com
www.EdmundsGovTech.com

Edmunds & Associates, Inc. makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Edmunds & Associates, Inc. also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Edmunds & Associates, Inc. is at Client's own risk, and Edmunds & Associates, Inc. specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Client acknowledges that Vendor does not control the transfer of data over the internet and that service may be subject to limitations, delays and other problems inherent in the use of such communication facilities. Vendor is not responsible for any delays, delivery failures or other damage resulting from such problems.

Connection speed represents the speed of an end-to-end connection. Edmunds & Associates, Inc. does not represent guarantees of speed or availability of end-to-end connections. Edmunds & Associates, Inc. expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Edmunds & Associates, Inc. specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Hosting Services provided will be performed with the highest standards of the vendor's industry providing greater than 99% up time. Client shall be solely responsible for properly configuring and operating its hardware and internet connections to permit access to and use of the Hosted Services.

CLIENT DATA AND OWNERSHIP

Client shall remain the sole and exclusive owner of its data. Vendor will not release any data or records unless compelled by a court or agency with jurisdiction. Client acknowledges that Vendor has no delivery obligation of the MCSJ programs to you as part of the Hosted Services. Vendor retains all ownership and intellectual property rights to the services and MCSJ programs.

TERMINATION

Edmunds & Associates, Inc. may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Edmunds & Associates, Inc. of said failure, 2) upon mutual agreement in writing of Edmunds & Associates, Inc. and Client.

INDEMNIFICATION

Client shall indemnify and hold Edmunds & Associates, Inc. harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Edmunds & Associates, Inc. directly or indirectly arising from or in connection with any breach of this Agreement by Client.

GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of NJ. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

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ACCEPTANCE

In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written below.

EDMUNDS & ASSOCIATES, INC.	**Holly Springs City, GA**
By: _____	By: _____
Name: Richard L. Evoy	Name: _____
Title: President	Title: _____
Date: _____	Date: _____

301 Tilton Road, Northfield, NJ 08225
Phone 609.645.7333 | Fax 609.645.3111
Contact@EdmundsGovTech.com
www.EdmundsGovTech.com

Final Proposal

Proposal Presented to:

Holly Springs City, GA

12/30/2019

Expires: 3/31/2020

Sherri Melton, Regional Account Executive

Smelton@EdmundsGovTech.com
301 Tilton Road | Northfield, NJ 08225
Phone: 888.336.6999
www.EdmundsGovTech.com

Investment Summary		Fees/Costs
Software License Fees		$80,950.00
Implementation Services		$73,980.00
Hosting Service Fees		$7,500.00
Annual Support Fees		$22,880.00
Data Conversion Fees		$44,500.00
	Total Proposed Year 1 Cost:	**$229,810.00**

Payment Terms

- Any one-time License Fee: 100% will be due upon execution of the contract (Effective Date) the customer has the rights to use the software as long as it maintains an active customer support agreement in good standing.
- Any one-Time Implementation Fee: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date. The remaining 25% will be invoiced upon the earlier of project acceptance or first production use.
- Annual Support Fee: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually 60 days prior to the anniversary of the term date.
    - The term of the support agreement is 36 months commencing upon 90 days after the Effective Date
- All invoices are payable with Net 30 terms.

Please forward all Purchase Orders to:

Edmunds GovTech
c/o Melanie Rowan
301 Tilton Road | Northfield, NJ 08225
P: 888.336.6999 | F: 609.645.3111
Email: MelanieR@EdmundsGovTech.com
www.EdmundsGovTech.com

Software License	One-Time Fees
Accounts Receivable & Business Licensing I	$4,500.00
Municipal Dashboard	$4,500.00
Employee Self-Service I	$4,500.00
Finance Super Suite I	$15,000.00
Human Resources I	$5,250.00
Permitting & Code Enforcement I	$10,500.00
Payroll I	$10,500.00
Permitting Self-Service I	$4,000.00
Real Property Tax Billing I	$10,000.00
Resident Self-Service I	$4,500.00
Work Orders I	$6,500.00
WIPP AR (Online Inquiry and Payments)	$600.00
WIPP Tax (Online Inquiry and Payments)	$600.00
WIPP Virtual Terminal (Integrated Credit Card Processing)	$0.00
Sub Total:	**$80,950.00**

With an Edmunds GovTech solution, a true Windows application with a graphical user interface is delivered. All applications are ODBC compliant and utilize a SQL database which allows for seamless integration with products such as MS Excel™, MS Word™ and many GIS packages, to name a few.

Smart Phone Apps – All applicable Smart Phone Apps are included with the associated mcsj module at no additional cost.
Security - The software features a single sign-on approach that allows for user-based security. This provides access to modules based on the employee's security profile. The security is module and task specific.
Integration - All modules are fully integrated. A single source of entry minimizes data entry errors and streamlines organizational processes. The system dynamically posts all related entries to the appropriate modules.
Reporting - Along with standard system reports, customized reporting is also provided. Through built-in custom reporting tools, users can create and save personalized reports that can be exported directly into MS Excel™. Reporting flexibility allows users to create unlimited custom reports that are accessible at any time.
PDF Forms - All required forms can be generated within the application. This reduces the need to have pre-printed forms, such as pre-printed checks or utility bills. Create customized letters by merging in any field from the system. Letters can be created, printed, and documented in the corresponding record.
Attachments - The ability to attach any type of file to records, accounts, and employees along with scanning images directly into the software is provided. There is no limitation with the amount or size of those items you wish to attach.

Implementation Services	One-Time Fees
Standard AR/Business Licensing Implementation II	$4,800.00
Standard Finance Implementation II	$16,800.00
Standard Permitting Implementation II	$17,400.00
Standard Personnel Implementation II	$21,000.00
Standard Tax Implementation II	$12,300.00
Installation II	$1,680.00
Sub Total:	**$73,980.00**

Implementation & Project Management

Edmunds GovTech has a goal to make the transition from a legacy system as painless as possible. Project management includes planning, monitoring, and reporting of progress to ensure the success of the software implementation. The Client's Project manager and an Edmunds GovTech Project Manager will work in concert to identify the scope of the project, estimate the work involved, and create a project schedule with appropriate resources. The project plan is then developed to describe the tasks that will lead to a successful implementation. The project is carefully planned, implemented, monitored and controlled. Problem resolution, risk management, opportunity management, change management, software configuration management, and data management are included, identified, and documented throughout the project. Project Managers and Training and Implementation employees have been involved in hundreds of similar successful projects.

Hosting Fees		Annual Fees
Year 1 Hosting Fees - Level II (10 to 30 concurrent users)		$7,500.00
The future year's cost for hosting services are:		
Year 2 - Hosting Fees - Level II	$6,000.00	
Year 3 - Hosting Fees - Level II	$6,300.00	
	Sub Total:	**$7,500.00**

Hosting

The fees proposed represent the first year's cost for hosting services. Each additional year is defined in the contract. There is a three (3) year minimum contract for hosting services. The hosting fees are in an addition to the application license fees and annual maintenance costs as represented in this proposal (see page 2, "Proposal Summary"). MCSJ hosted solutions include a redundant backup to multiple locations.

Annual Support Fees		Annual Fees
Accounts Receivable & Business Licensing I		$975.00
Municipal Dashboard		$930.00
Employee Self-Service I		$1,625.00
Finance Super Suite I		$3,410.00
Human Resources I		$2,275.00
Permitting & Code Enforcement I		$2,275.00
Payroll I		$2,390.00
Permitting Self-Service I		$1,625.00
Real Property Tax Billing I		$2,275.00
Resident Self-Service I		$1,625.00
Work Orders I		$2,275.00
WIPP AR (Online Inquiry and Payments)		$600.00
WIPP Tax (Online Inquiry and Payments)		$600.00
	Sub Total:	**$22,880.00**

Edmunds GovTech has a dedicated support team that is available Monday through Friday, 8am to 5pm.

The training of the support team builds an understanding of the processes required to run local and county government as well as authorities. The technical support team continuously receives outstanding evaluations from our current customer base; therefore, the client retention rate is 98%. Success is measured by tracking our response time to customer issue. We closely monitor our performance adding additional staff when needed.

Edmunds GovTech provides the most comprehensive support and maintenance program in our industry and it contains many unique features no competitor can match. Our annual software support includes under 2-hour call response, free application upgrades and enhancements, customer support portal, educational webinars and seminars, and user group membership and conferences.

Data Conversion Services	One-Time Fees
Accounts Receivable - Customer Master File	$2,500.00
Accounts Receivable - Invoice History	$3,500.00
Accounts Receivable - Prior Year Licenses	$3,500.00
Finance - Chart of Accounts	$0.00
Finance - COA Transaction History - Detail	$7,500.00
Finance - Fixed Assets	$1,500.00
Finance - Vendor Master File	$1,500.00
Permitting - Permit/Violation Transaction History	$6,000.00
Permitting - Contractor Master File	$2,500.00
Payroll - Employee Master File	$2,500.00
Payroll - Employee Pay History - Summary	$5,000.00
Tax - Transaction History - Detail	$6,000.00
Tax - Real Property Master File	$2,500.00
Sub Total	**$44,500.00**

See Appendix A for detailed data conversion information.

Optional Hardware	Quantity	Unit Price	Cost
Credit Card Swipe Device	2	$125.00	$250.00
Sub Total			$250.00

Edmunds GovTech is a reseller of the hardware components listed, the cost of these items are ***NOT*** included in the proposal total. ***Please include the quantity of each item desired with the cost on the purchase order to ensure accurate purchasing***.

Proposal Notes:

Appendix A

Data Conversion Scope

Finance - Chart of Accounts

What is included?	What is not included?
Includes account number, account types: Asset, Liability, Fund Balance, Revenue & Expenditure. Checking account master information, class IDs and class descriptions. Segment & Fund definitions	Does not include financial history or historical information (see COA Transaction History Summary line item below)

Finance - Vendor Master File

What is included?	What is not included?
Includes all applicable vendor demographic information: PO Address, Check Address, AP 1099 Address, Notes, Taxid/SS#, contract number, customer account number, brc # (in NJ), E-Verify Info, State Contract#.	Does not include vendor AP check history, vendor 1099 AP check history, or attachments.

Finance - COA Transaction History (Detail)

What is included?	What is not included?
Includes transaction detail for 3 years + current. Specifically, this includes budgets, balances, GL transactions, ap vendor check history, open purchase orders, paid purchase orders/ap vouchers/ap invoices, commodity codes, projects/tracking ids, class ids	Does not include attachments, requisitions, or contracts via contracts module

Finance - COA Transaction History (Summary)

What is included?	What is not included?
Includes 3 years + current year of summary financial information. This includes: budgets, year to date summary activity, unexpended balances, un-realized balances, open and ending trial balances.	Does not include detail transactions such as GL transactions, Vendor AP Check History, Open/Closed Purchase Orders, AP Invoices, AP Vouchers, Department Requisitions, or Attachments.

Finance – Fixed Assets

What is included?	What is not included?
Includes Capital, Non Capital, Construction in Progress assets, GASB class groupings, depreciation amounts, book value, removals, and fixed asset components where applicable	In some cases clients request that removals be omitted from the conversion

Escrow - Developer Master File

What is included?	What is not included?
Includes all developer demographic information	Does not include transactional history relating to developer demographic information

Escrow - Project Master File

What is included?	What is not included?
Includes escrow project, parcel/BLQ, developer, and balances	Does not include disbursement or cash receipt history.

Payroll – Employee Master File

What is included?	What is not included?
Includes all employee's demographic information including salary, pension, deductions, employee benefits, health benefits, tax status, direct deposit information and leave time balances.	Does not include detailed leave time transactions, attachments or salary history.

Payroll – Employee Pay History

What is included?	What is not included?
Includes employee payroll check history for the current payroll year. Wages, Taxes, earnings, deductions, and employer benefit information included.	Does not include attachments.

Tax – Real Property Master File

What is included?	What is not included?
Includes real property tax customer demographic information for owners and tenants, assessments, billing cycles, location/parcel information, direct withdrawal and notes.	Does not include occupational tax, business tax receipts or attachments.

Tax – Transaction History (Detail)

What is included?	What is not included?
Includes transaction history for billings, payments, penalties and interest for the current year + 3 years prior.	Does not include attachments.

Accounts Receivable - Customer Master File

What is included?	What is not included?
Includes customer demographic information and notes.	Does not include attachments.

Accounts Receivable - Open Invoices

What is included?	What is not included?
Includes open miscellaneous billing invoices	Does not include attachments.

Accounts Receivable – Prior Year Invoices

What is included?	What is not included?
Includes occupational tax, business tax receipts and business license records for 1 year and business customer records	Does not include billing, payment history, or attachments.

Utility – Master File

What is included?	What is not included?
Includes utility customer demographic information for owners and tenants, rate codes, billing cycles, meters, service, location/parcel information, direct withdrawal, guarantor, employer, co-applicant, and notes	Does not include attachments, work orders, or parcel import file.

Utility – Transaction History (Detail)

What is included?	What is not included?
Includes 3 years + current history for meter readings, billings and payments, deposits, and penalty/interest	Does not include attachments, work orders, or parcel import file.

Animal Licensing – Animal Maintenance

What is included?	What is not included?
Includes animals, breeds and demographic information	Does not include animal license history or attachments.

Animal Licensing – License Maintenance

What is included?	What is not included?
Includes animal license history for the current year + 1 year prior	Does not include detailed cash receipts, billing information, or attachments.

Animal Licensing – Owner Maintenance

What is included?	What is not included?
Includes owner demographic information.	Does not include owner history, payment history or attachments.

Permitting – Parcel Master File

What is included?	What is not included?
Includes customer demographic information for owners and tenants and location/parcel information.	Does not include owner history or attachments.

Permitting – Contractor Master File

What is included?	What is not included?
Includes contractor demographic information, state license #, trade information, etc.	Does not include contract license history or attachments.

Permitting – Open Permits/Violations

What is included?	What is not included?
Includes all open permits and open violations.	Does not include closed permits, closed violations or attachments.

Work Orders – Open Orders

What is included?	What is not included?
Includes all open work orders	Does not include closed work orders, work order history, or attachments.

Fleet – Master File

What is included?	What is not included?
Includes general fleet information.	Does not include fixed asset record, work order history, usage/assignment history or attachments.

Inventory – Item Master File

What is included?	What is not included?
Includes general inventory information – quantity by location, departments, costing and notes.	Does not include transactional data or attachments.

COUNCIL AGENDA REPORT

FROM: **Nancy Moon**

CC: **City Clerk**
Public Information

SUBJECT: **CUP-01-2020,** applicant requests a conditional use permit for a Massage Therapy Establishment for property located on Holly Springs Parkway, Holly Springs, GA, tax parcel 055 of tax plat 93N00

DATE: **January 28, 2020** **COUNCIL MEETING DATE:** **February 3, 2020**

RECOMMENDATION

Applicant, Bethannie Vercruysse, has requested a Conditional Use Permit for a Massage Therapy Establishment, for property located on Holly Springs Parkway, parcel 055 of tax plat 93N00. The property is zoned GC, General Commercial. The applicant proposes to operate a Massage Therapy establishment in suite 210B of 2800 Holly Springs Parkway.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	**NORTH:**	Office
SOUTH:	GC	**SOUTH:**	Self-Storage Establishment
EAST:	GC	**EAST:**	Office
WEST:	R-20	**WEST:**	SFR

B. Zoning Proposal Review Standards; Study Required for Amendment

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

   The use is an allowed use by the issuance of a Conditional Use Permit in the GC zoning district. The applicant will only be occupying one suite in the building.

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

   The property is already developed and the approval of this request will not adversely affect the existing use or usability of adjacent or nearby property.

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

The property is zoned GC and this use is an allowed use subject to conditional use permit approval. As currently zoned, all permitted uses within the GC zoning district would be allowed.

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

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

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

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

   Application: Holly Springs Town Center

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

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

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

   This zoning proposal and conditional use permit request is in conformity with the policies and intent of the Comprehensive Plan. The request is consistent with the City's "Future Development Map" which projects a number of uses for the immediate area. Furthermore, the proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

   a) Commercial Uses. Use the character areas and the Future Development Map (FDM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities. (8.1, #1)

   b) Land Use Decisions. Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals. (8.1, #22)

c) **Desirable Businesses. Encourage the location of additional service-oriented businesses, such as doctors, accountants, attorneys and other small practitioners, especially in the town center. (8.3, #2)**

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

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

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

   The site is already developed and the use would not be detrimental to this area.

C. Conditional Use Proposal Review Standards

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

The Conditional Use Permit for a Massage Therapy Establishment requires the following regulations to be met:

5.4-30 Massage Therapy and Bodywork Therapy Establishments. All applicants seeking to practice Massage Therapy and/or operate a Bodywork Therapy Establishment and Day Spa shall, in addition to an application for a conditional use permit, when applicable, shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:

a.) Massage Therapy, Massage Therapy Establishments, Bodywork Therapy, and Bodywork Therapy Establishments are conditional uses in the City of Holly Springs and are required to apply for and receive a Conditional Use permit from the City Council after complying with Article IX, Chapter 22 of the Code of the City of Holly Springs; except as provided in "(b)."

b.) Massage Therapy in compliance with Article IX, Chapter 22 of the Code of the City of Holly Springs, is considered a permitted use under the following conditions:

   1. Massage Therapy Ancillary Services, defined as:

      i. Massage Therapists working under the supervision of a State of Georgia licensed cosmetologist, as an ancillary use for a hair salon. See "(d)" below; and

      ii. Massage Therapists working under the supervision of a State of Georgia licensed physician, chiropractor, or physical therapist, providing massage therapy as an ancillary use to the primary business activities ("medical ancillary use"). Under this use, no more than one (1) massage therapist shall be employed to every one (1) State of Georgia licensed physician, chiropractor, or physical therapist, up to three (3) massage therapists.

2. Massage Therapy Ancillary Services are not considered massage therapy establishments and upon revocation, dissolution, or expiration of the primary business activity occupation tax permit, the massage therapy activities shall cease and the business site shall not be considered a legally non-conforming location for massage therapy.

c.) All Massage Therapy uses, conditional and permitted, and all bodywork therapy uses shall provide evidence that the proposed premises, whether new construction, renovation, or remodel, shall meet the following standards:

1. The premises proposed for the establishment shall be in compliance with all applicable and current building, fire, electrical, plumbing, public health, safety, and zoning laws, as amended; and

2. Adequate equipment for disinfecting and sterilizing any instrument used for massage shall be provided; and

3. In addition to the minimum lighting required by the applicable building code, at least one (1) artificial light of not less than sixty (60) watts shall be provided in each enclosed room or booth of the massage establishment and shall be lit during the administration of massage; and

4. Hot and cold running water shall be available on the premises; and

5. Closed cabinets shall be utilized for the storage of clean linens; and

6. Dressing and toilet facilities shall be available for customers in compliance with applicable building codes, now and as amended.

7. All walls, ceilings, floors, steam or vapor rooms and other physical facilities for the establishment shall be kept in good repair and maintained in a clean and sanitary condition; and

8. Sanitary towels and linens shall be provided for customers receiving massage services and shall be laundered following use by each individual customer; and

9. Two way or reversible mirrors are expressly prohibited; and

10. Doors. All front, reception, hallway or front exterior doors (except back or rear exterior doors used for employee entrance to and exit from the massage establishment) shall be unlocked during business hours, unless some other arrangement related to safety has been made with the police department. No massage may be given within any cubicle, room, booth or any area, which is fitted with a door capable of being locked, unless the only door is an exterior door.

11. Dark, smoky, or otherwise opaque glass is prohibited for all windows on any portion of the structure façade. Lightly tinted or shaded glass is permitted unless the reflective qualities completely eliminate the visibility into the structure; and

12. If a facility is proposed for construction or if the exterior of an existing structure is proposed for remodeling as part of a renovation to house the establishment, applicant must provide conceptual design drawings of the front, rear, and side facades of the structure proposed to house the massage establishment. Said façade designs must comply with the codes of the City of Holly Springs. All façade and exterior designs must be submitted to the Mayor and Council for final and binding approval with the Conditional Use Permit (CUP); and

13. A floor plan of the proposed facility must also be submitted, identifying general layout of the establishment and, where applicable, the features required by this code section.

14. Prior to the issuance of a Certificate of Occupancy (C.O.) or occupational tax permit for the establishment or use, the Chief Building Official must inspect the premises to ensure compliance with this code section for all uses under this article.

d.) Massage Therapy Services (as a hair salon ancillary service). A massage therapist holding an active state massage therapy license issued by the Georgia Board of Massage Therapy may operate and perform services as an ancillary service offered by a hair salon or establishment primarily in the business of providing hair-related services as defined under the "Cosmetology Establishments" definition, Article 2. Said massage therapist shall operate under the direct supervision of a State of Georgia licensed cosmetologist, with current occupation taxes paid to the City of Holly Springs, under the following conditions:

1. The massage therapist seeking to operate as an ancillary service under the supervision of a State of Georgia licensed cosmetologist must first comply with Article IX, Chapter 22, of the Official Code of the City of Holly Springs; and

2. The State of Georgia licensed cosmetologist seeking to employ a massage therapist as an ancillary service to their primary business function, must possess a valid business license from the City of Holly Springs, with current occupation taxes paid. The primary business function of the cosmetology establishment shall be a hair salon or principally provide hair-related services as defined under the "Cosmetology Establishments" definition; and

3. A hair salon or hair-related services establishment shall employ a minimum of two (2) full-time employees or independent contractors <u>not</u> engaged in providing massage services to be eligible to hire one (1) full-time massage therapist. Additionally, said establishment shall employ no more than one (1) full-time massage therapist for every two (2) full time employees or independent contractors, up to a maximum of three (3) full-time massage therapists. (ex.- two full time non-massage therapist employees or independent contractors = one massage therapist; four full time non- massage therapist employees or independent contractors = two massage therapists; six full time non-massage therapist employees or independent contractors = three massage therapists).

4. Each massage therapist employed by a hair salon or hair-related services establishment, under the direct supervision of a State of Georgia licensed cosmetologist, shall also be required to apply for and receive a business license from the City of Holly Springs, paying the requisite occupation taxes. Said occupational taxes shall be paid yearly to remain current.

5. Hair salons or hair-related establishments seeking to employ more than three (3) massage therapists, shall be considered "Massage Therapy Establishments" and are required to apply for and seek a conditional use permit from the Mayor and City Council.

6. All other facility requirements under "c." above shall also be required prior to issuance of the C.O. or occupational tax permit.

D. Summary

The proposed conditional use permit request for a Massage Therapy Establishment is an allowed use within the GC, General Commercial zoning district, subject to compliance with the applicable regulations. Surrounding zoning and land use is compatible with the proposed land use. The development is in compliance with the Future Development Map and with the objectives of the Comprehensive Plan.

E. Planning Commission Recommendation

Planning Commission conducted a public hearing on January 9, 2020. No public comments were made. Planning Commission voted to recommend **APPROVAL** of the Conditional Use Permit request (3-0-1-Abstention).

F. Staff Recommendation

Based on the preceding analysis, Staff recommends **APPROVAL** of the Conditional Use Permit for a **Massage Therapy Establishment**.

CONCURRENCES

Planning Commission

FISCAL IMPACT

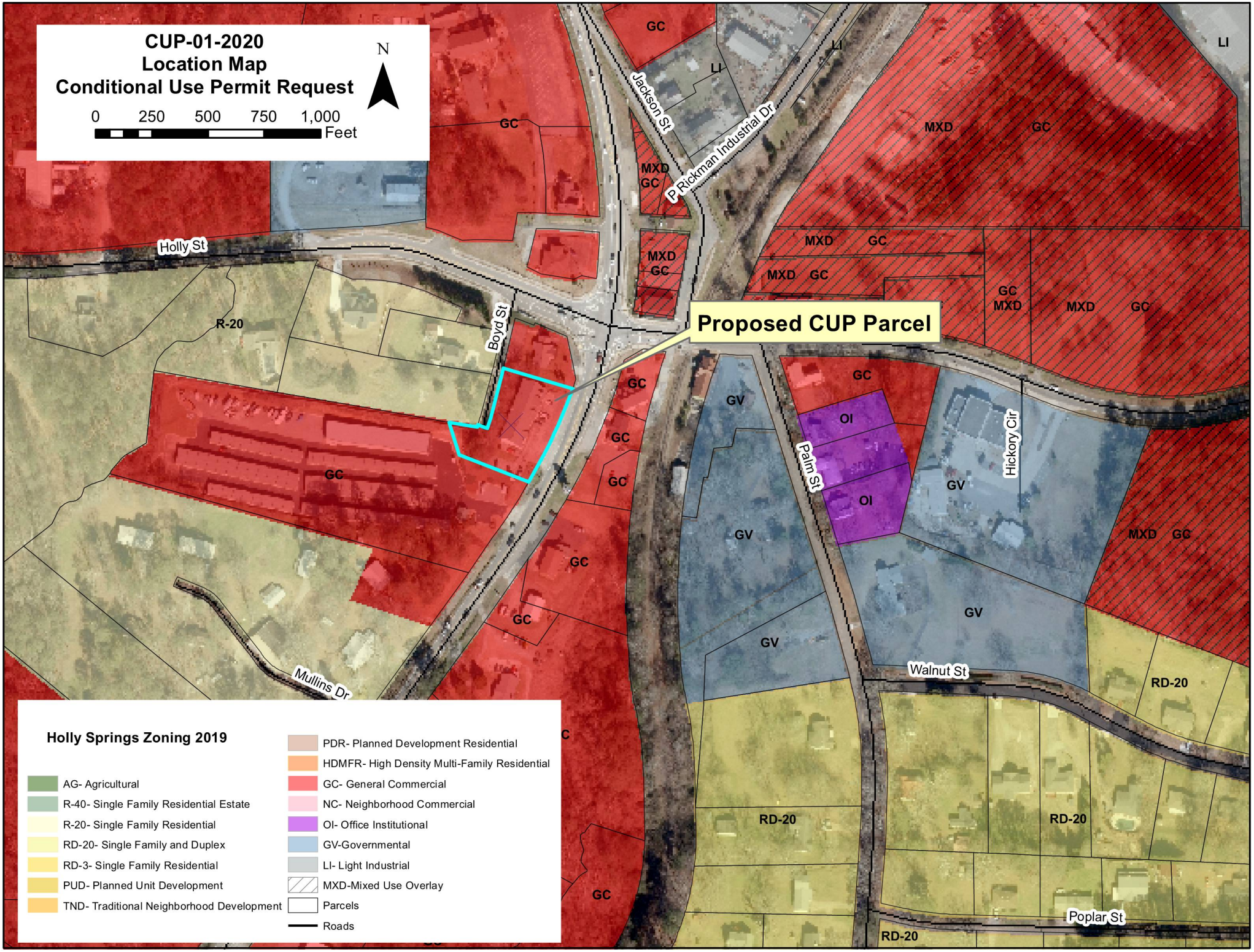
N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map


CUP-01-2020
Location Map
Conditional Use Permit Request
N
0 250 500 750 1,000
Feet
Proposed CUP Parcel
Holly St
Boyd St
Jackson St
P Rickman Industrial Dr
Palm St
Hickory Cir
Walnut St
Poplar St
Mullins Dr
GC
LI
MXD
GC
R-20
GV
OI
RD-20
Holly Springs Zoning 2019
AG- Agricultural
R-40- Single Family Residential Estate
R-20- Single Family Residential
RD-20- Single Family and Duplex
RD-3- Single Family Residential
PUD- Planned Unit Development
TND- Traditional Neighborhood Development
PDR- Planned Development Residential
HDMFR- High Density Multi-Family Residential
GC- General Commercial
NC- Neighborhood Commercial
OI- Office Institutional
GV-Governmental
LI- Light Industrial
MXD-Mixed Use Overlay
Parcels
Roads

MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006 *For Application Procedures, See p. 8*

APPLICATION MA-_____ APPLICATION CUP- 01-2020

HEARING DATE_____ DATE OF APPLICATION_____

APPLICANT Bethannie Vercruysse OWNER_____
(If other that applicant)

ADDRESS 30 Laurel Canyon Village Cir Apt 2108 Canton GA 30114 ADDRESS_____

ZIP CODE 30114 PHONE (630)363-7697 ZIP CODE_____ PHONE_____

EMAIL Bethannie.v@gmail.com

SIGNATURE [signature] SIGNATURE_____

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

PRESENT ZONING DISTRICT(S)_____ REQUESTED ZONING DISTRICT_____

REQUESTED CONDITIONAL USE(S)_____

PROPERTY LOCATION/ADDRESS 2800 Holly Springs Parkway Suite 210 Holly Springs 30115

MAP NUMBER _____ PARCEL NUMBER(S) _____

LAND LOT(S)_____ DISTRICT(S)_____ SECTION(S)_____

ACREAGE_____ SEWAGE DISPOSAL TYPE_____ UTILITIES AVAILABLE_____

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: Massage Wellness Center.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

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

(APPLICANT DO NOT WRITE BELOW THIS LINE)

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

ATTACHMENT A

DISCLOSURE

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

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

_____YES ✓ NO

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

_____YES ✓ NO

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

_____YES ✓ NO

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

_____YES ✓ NO

12/13/19 Bethannie Vercruysse

DATE APPLICANT NAME PRINTED APPLICANT SIGNATURE

Tracey Puckett Chambers

NOTARY

Seal: TRACEY PUCKETT CHAMBERS COMMISSION EXPIRES NOTARY PUBLIC JAN. 15, 2023 CHEROKEE COUNTY, GEORGIA

ATTACHMENT B

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

1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5.

2. State the proposed business name, brand, flag, and/or franchise.

3. Explain in detail what services the proposed conditional use business will provide.

4. Has a business plan or model been completed for this proposed conditional use business?

5. Why was this specific location chosen for this proposed establishment?

6. What is the projected date that the proposed conditional use business will open?

7. How many employees are expected to work at the proposed conditional use business?

8. What are the expected hours of operation for the proposed conditional use business?

9. What licensing requirements, if any, are mandated by the state for this business to operate? Do the proprietors of this business already possess these credentials?

10. Does the proposed conditional use business conform with the nearby uses already in existence?

11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?

12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties?

13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?

14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area?

15. Will the business have adequate facilities and parking to accommodate the proposed use?

16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile?

Attachment B

1.

2. Soul Wellness

3. Massage therapy, Swedish Massage, Deep tissue, Reflexology, Prenatal, Reiki, ~~and~~ Cupping, and Lymphatic drainage

4. No

5. Good Layout in Space, Good location For My existing Clients.

6. Jan 20th

7. 1

8. 9AM - 5PM Mon - Sat

9. yes

10. I Share Clients With Dr. Kim (chiro) in My building

11. No

12. NO

15. yes

16. yes

City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

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

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

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
✓ YES ____NO or *IF NOT:*

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

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

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

Signature _____ Date 12/12/19

Owner
Title

Soul Wellness
Legal Company Name

2800 Holly Springs parkway
Company Address
Holly Springs GA 30115

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS
13 DAY OF December, 2019

Tracey Puckett Chambers
Notary Public

AFFIX SEAL

TRACEY PUCKETT CHAMBERS
COMMISSION EXPIRES
NOTARY PUBLIC
JAN. 2022
CHEROKEE COUNTY, GEORGIA

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

PROFESSIONAL LICENSIN

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGE

CORPORATIONS • ELECTIONS • LICENSING • CHARITIE

Licensee Details

Licensee Information

Name: Bethannie Vercruysse

Address: 30 Laurel Canyon Village Circle
Apt 2108
Canton GA 30114

Primary Source License Information

Lic #:	MT012696	**Profession:**	Massage Therapy	**Type:**	Massage Therapist
Secondary:		**Method:**	Application	**Status:**	Active
Issued:	5/15/2019	**Expires:**	10/31/2020	**Last Renewal Date:**	

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 2, 2020 17:39:8

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper
are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

City of Holly Springs
Planning and Zoning Commission Meeting Minutes
January 9, 2020

In attendance at the meeting were Commissioner Adrian Dekker, Commissioner Scott Martineau, Commissioner Eric Rein, and Commissioner Keith Minick.

Elected Officials and Staff members present: Mayor Steven W. Miller, City Manager Robert H. Logan, Community Development Director Nancy Moon, Deputy Chief Tommy Keheley, Jeff Rusbridge with the City Attorney's Office, Ofc. Mike Adams, and Administrative Assistant Tracey Chambers.

The meeting was called to order by Commissioner Dekker at approximately 7:00pm.

Mayor Miller administered the Oath of Office to the Commissioners.

Commissioner Rein made a motion to elect Commissioner Adrian Dekker as Chairman. Commissioner Martineau seconded the motion. Motion carried 4-0.

Chairman Dekker made a motion to elect Commissioner Eric Rein as Vice Chairman. Commissioner Martineau seconded the motion. Motion carried 4-0.

ROLL CALL

Commissioner Jennifer English absent.

Commissioner Scott Martineau read the public hearing rules.

BUSINESS/PUBLIC HEARING

(1) **A-10-2019**, applicant requests annexation of 16.325 +/- acres located at 1548 Univeter Road, Cherokee County, GA, tax parcel 143 of tax plat 15N13

(2) **MA-11-2019**, applicant requests rezoning of 16.325 +/- acre located at 1548 Univeter Road, Cherokee County, GA, tax parcel 143 of tax plat 15N13, R-40, from Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City)

Attorney Parks Huff, representing the applicant, presented slides showing the county and city use plans while highlighting the surrounding workplace and recreation centers nearby. Mr. Huff stated that the developer is in agreement with reducing the original number of 50 homes down to now be 45 homes as recommended by the City of Holly Springs Planning and Zoning staff. Mr. Huff went on to explain that the two surrounding neighborhoods will be separated from the new development by 30 foot buffers of current vegetation and evergreen trees. Mr. Huff also stated that there could be a challenge by the county regarding the site distance at the proposed entrance to the development, but he assured the commission that the engineers will meet the county requirements.

Community Development Director Nancy Moon presented the staff analysis. Ms. Moon stated that the surrounding area does consist of multiple uses and is not only a residential area. Ms. Moon stated that the development should not cause a major impact to the general area. Ms. Moon explained that staff did contact the county regarding the concerns with site distance at the entrance to the development and the engineers are working to resolve any issues. Ms. Moon said that the county plans to improve the intersection at Pine Crest and Univeter Road by shifting Pine Crest Road 90 feet to the West which would improve the site distance issue. Also, after speaking to Cherokee County Engineer Geoff Morton and understanding from Mr. Morton that the speed limit is 35 MPH (should allow 390 feet site distance) coming from one side and then 45 MPH (should allow 500 feet site distance) coming from the opposite direction, the staff believes the entrance should shift more to the East. Because this shifting would take up more land, staff recommends 45 homes instead of the requested number of 50. The staff feels that with the improvements of the sewer system planned for the development and the county road improvements, this development is recommended for approval with stipulations.

Public Hearing

Holly Springs city resident James Gianfala stated that the county did not approve this development at the recent County Commission Meeting due to the site distance. Mr. Gianfala's concerns were with site distance, the density, and he thinks the proposed homes are out of character with the surrounding area.

Cherokee County resident William Green, Jr. had concerns with the safety of children getting on and off of the school bus due to the traffic on Univeter Road, privacy concerns, and concerns with possible insect and snake issues due to the proposed detention pond.

Cherokee County resident Ursula Cox expressed concerns with the entrance, site distance and traffic. Ms. Cox asked that the development be denied or allowed to be withdrawn because it is a public safety hazard.

County resident Blaine Springfield had concerns with traffic safety and requested that the City of Holly Springs slow down the growth. Mr. Springfield also requested that the number of homes in the proposed development be taken down to 20 homes.

Vice Chairman Rein made a motion to extend the public hearing for an additional ten minutes. Commissioner Martineau seconded the motion. Motion carried 4-0.

Cherokee County resident Beverly Mason is concerned with traffic safety.

Cherokee County resident Tim Reneau would like appropriate buffers and has concerns with traffic safety.

Cherokee County resident Margaret Kay New expressed concerns over traffic safety, density, the impact of water runoff, and school overcrowding.

Cherokee County resident Denise Smith voiced concerns about density, site distance, natural resources regarding water runoff / flooding from the clearing of the land for development. Ms. Smith added that she believes the citizens opposed to the development no longer feel confident in the city government, and she would also like the city to work with the county before making a final decision on the development.

Pastor Brian Jones of The Point Church spoke in favor of the development and gave a brief history of the church, how the church acquired this land, and came to the decision of selling the property to the developer. Pastor Jones believes three homes per acre is good because many younger people purchasing homes like smaller lots with less upkeep. Pastor Jones also stated that the developer seems to build quality homes. Pastor Jones concluded by saying he would like to see the best use to be made from the property.

Mr. Huff readdressed the commission to state that the plan is consistent with the city's Land Use Plan. Mr. Huff also pointed out that the county can object to an annexation and rezoning and trigger an arbitration process, but the county did not do that. The county has concerns that will be addressed. Mr. Huff said that the density in the older surrounding neighborhoods were set with larger lots because at the time they were developed those were the smallest lot sizes possible for developments with septic tanks. Mr. Huff added that this would be a place that people that work at the many jobs nearby can live.

Public hearing closed.

The commissioners had discussion regarding the development. Vice Chairman Rein asked Ms. Moon if the site distance could be a denying factor. Ms. Moon replied that a Land Disturbance Permit can not be obtained if the site distance is not met. Commissioner Minick asked Ms. Moon what the allowed range is per acre and Ms. Moon replied that up to three units per acre is allowed per the comprehensive plan. Commissioner Minick was concerned about the surrounding neighborhoods having the development so close to the existing lots. Vice Chairman Rein pointed out that he favors having the evergreen buffer that would separate the neighborhoods. Commissioner Minick had concerns with traffic safety and stated that he does not think the infrastructure can catch up with the growth. Chairman Dekker reminded the commission that the site distance will have to be remedied before the development will go forward. Vice Chairman Rein said that he defers to the professionals for their guidance and if they believe it can be resolved he does not have any major objections.

Commissioner Martineau made a motion to approve MA-11-2019 with staff stipulations and an evergreen buffer. Vice Chairman Rein seconded the motion. Motion carried 3-1 with Commissioner Minick opposed.

(3) **CUP-01-2020**, applicant requests a conditional use permit for a Massage Wellness Center for property located on Holly Springs Parkway, Holly Springs, GA, tax parcel 055 of tax plat 93N00.

Community Development Director Nancy Moon presented the staff analysis. Ms. Moon stated that this applicant is leasing a suite at 2800 Holly Spring Parkway for a massage therapy establishment. The applicant does have a state license and the city does have a copy of the license. The applicant will have to follow the standards of all other massage therapy establishments. Staff recommends approval.

The applicant was present, but there were no questions from the commission for her.

No public comments.

Public hearing closed.

Vice Chairman Rein made a motion to approve CUP-01-2020. Commissioner Martineau seconded the motion. Motion carried 3-0 with Commissioner Minick abstaining from the vote.

(4) V-01-2020, applicant requests a variance from Article 10, Signs and Outdoor Advertising, Holly Springs Zoning Ordinance, for property located at the corner of Palm Street and Palm Lake Drive, Holly Springs, GA, tax parcel 082 of tax plat 15N15A.

Community Development Director Nancy Moon presented the staff analysis. Ms. Moon stated that this is a new replacement sign for a subdivision. The sign would be 5 feet from the right of way instead of the 10 feet normally allowed. The city engineers did not see that this would cause any interference with the city's drainage project that is planned in the area. The staff recommends approval.

Holly Springs resident Steven Raiford spoke on behalf of the applicant. Mr. Raiford stated that he lives in the subdivision, a car had wrecked there and demolished the previous sign. He personally saved his money to replace the sign and showed a picture of the new sign to the commissioners. He did not realize that the sign had been placed 5 feet closer to the right of way than allowed.

No public comments.

Public hearing closed.

Chairman Dekker made a motion to approve V-01-2020. Vice Chairman Rein seconded the motion. Motion carried 4-0.

Vice Chairman Rein made a motion to approve the December 12, 2019 meeting minutes. Chairman Martineau seconded the motion. Motion carried 4-0.

The Commissioners welcomed Commissioner Minick to the Planning and Zoning Commission.

Vice Chairman Rein made a motion to adjourn. Chairman Martineau seconded the motion. Motion carried 4-0.

DRAFT

Meeting adjourned.

Respectfully Submitted.

Approved and Adopted by the Planning and Zoning Commission

_____

Adrian Dekker, Chairman

_____

Date

Attest:

_____

Tracey Chambers
Administrative Assistant

DRAFT

SCHEDULE B

Scope of Services for Holly Springs Town Center |
Monthly Services Retainer effective February 1, 2020

Clementine Creative Agency will provide comprehensive marketing support for Holly Springs Town Center brand development as outlined to include:

- Brand identity development and launch
- Comprehensive marketing and media strategy and planning
- Launch and maintenance of website phase I "splash page" design and build
- Design, build and launch of full website presence
- Social media strategy and comprehensive management including content creation, scheduling, monitoring, engagement, reporting and paid media management
- Design and print preparation for vision/leasing brochure
- Communications services including media releases and inquiries, event planning and coordination

Fee Description and Considerations

The monthly retainer fee for these services will be **$4500 per month**. Fees include all billable time for planning, research, creative, design, implementation, installation, administrative and other time devoted exclusively to Client. Fees do not include additional expenses incurred in conjunction with any implementation such as travel costs, new or stock photography, media or ad placements, printing, supplies, installation or other outside services associated with the creation and production of any program.

CLEMENTINE CREATIVE AGENCY, LLC

_____

By: Jennifer Nilsson, Member

HOLLY SPRINGS:

_____

By: Steven W. Miller, Mayor

ATTEST:

_____

By:

Georgia Development
PARTNERS

Contract Change Order

Date: 1/24/2020 **Project #:** 19-013 **Change Order Number:** 8

Project: Hickory Rd and Palm Street Intersection Improvements

Contractor: Georgia Development Partners, LLC

Description of Change: Hickory and Palm Street Time Extension
67 Calendar Days
Original Completion Day June 27, 2020 : New Completion Date September 2, 2020

Additional Contract Days: 67

Breakdown of Proposed Change and Basis for Payment

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	Rain Delay Time (See attached Log)	15.00	DAY	$0.00	$0.00
2	Additional Days for Sewer Outfall	28.00	DAY	$0.00	$0.00
3	Additional Days for Conduit Road Conduits	5.00	DAY	$0.00	$0.00
4	Additional Days for Palm Street Bldg Demo	14.00	DAY	$0.00	$0.00
5	Additional Days for Rock Spillway	5.00	DAY	$0.00	$0.00
Betty Barrett Way to be Operable by April 2nd.					

Total Increase:	**$0.00**
Previous Contract Price (including previous change orders):	**$3,479,387.23**
Proposed Revised Contract Price:	**$3,479,387.23**

This Change is Acceptable to: Georgia Development Partners **Contractor**

Signed _____ **Title** Operations Manager **Date** 1/29/2020

Recommended By: Stonecrest Homes GA, LLC **Engineer**

Signed _____ **Title** PM **Date** 1/29/2020

Approval By: **Owner**

Signed _____ **Title** _____ **Date** _____

Georgia Development PARTNERS

General Delay & Rainfall Log

Project Name and Number: 19-012 Hickory and Palm

Supt: Bret Braswell

PM: Lee Hensley

Days =Rain

Days =Rock

Days Unsuitable Conditions

DAY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
1												
2												
3												
4												
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24												

DAY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
25												
26												
27												
28												
29												
30												
31												
Total												

COMMENTS:

* Dates shaded in green resemble rainfall events and affected dates that halt work due to the amount of precipitation.

* Dates shaded in greystone resemble dates that rock substantially hindered construction, where only rock removal activities were completed.

* Dates Shaded in Burnt Orange show dates that the previous precipitation prevented Compaction and subgrade work.

January 27, 2020

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Subject: **Proposal for Preliminary Subsurface Exploration and Geotechnical Engineering Evaluation**
Holly Springs Town Center Parking Deck
Holly Springs, Cherokee County, Georgia
Oasis Proposal No. P19120 (Revised)

To Whom it May Concern:

Oasis Consulting Services (Oasis) sincerely appreciates the opportunity to provide this proposal for a Preliminary Subsurface Exploration and Geotechnical Engineering Evaluation for the proposed Town Center Parking Deck in Holly Springs, Georgia. Our understanding of the project requirements comes from a review of the Memorandum and schematic designs by Kimley-Horn, our expertise in the field of subsurface exploration and geotechnical engineering evaluation, and our experience and involvement with similar projects. Our commitment to provide quality service makes us an excellent choice to assist you with this project. The following will present our understanding of the project, a scope of services, and the cost for those services.

PROJECT INFORMATION

We understand that you are planning to construct a new Parking Deck on the north side of the Holly Springs Town Center property in Holly Springs, Georgia. We understand the proposed development appears to consist of an at-grade level plus 3 elevated levels. We anticipate the building to consist of cast in place concrete columns, masonry walls and precast concrete elevated slabs. Based on the provided plans, we understand the structure to have a footprint of approximately 28, 500 ft^2. We also understand that the structure has been designed to accommodate future vertical expansion of three additional levels above the base design, for a total of 7 levels of parking.

Based on the site circulation concept plan the building pad is near proposed grade and therefore we expect minimal cuts and fills of 6 feet or less. It is anticipated that maximum column loads to be 1200 kips and wall loads up to 40 kips per linear foot. No other details concerning the project were available at the time this proposal was prepared.

SCOPE OF WORK

Our scope of services includes performing the requested preliminary subsurface exploration and geotechnical evaluation for the site. At the request of Mr. David Edwards, we have also provided a scope of work for a limited subsurface exploration in order to provide the seismic site classification and preliminary foundation support.

Option 1: Limited Subsurface Exploration (Seismic Site Class and Preliminary Foundation Support)

The limited subsurface exploration consists of performing two (2) soil test borings within the footprint of the parking deck footprint to a depth of 75 feet below the existing ground surface. The soil test borings will be advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance testing will be performed and soil samples recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soil's ability to support loads. At the completion of the drilling, we will backfill the bore holes with the soil cuttings.

This option will provide limited information that will be used to calculate the seismic site classification. We will also be able to provide preliminary foundation information concerning the potential for the type of foundation system that may be necessary.

Option 2: Preliminary Subsurface Exploration

The Preliminary Subsurface Exploration consists of performing the requested ten (10) soil test borings within the proposed parking deck footprint. We plan to extend the soil test borings to auger refusal. Dependent upon the subsurface conditions encountered and depth of auger refusal, we have provided two scenarios which will provide the geotechnical information identified in the provided Kimley-Horn Memorandum dated July 17, 2019 (Revised August 7, 2019). These two scenarios are outlined below.

Deep Rock

We have budgeted to extend the borings to a depth of 75 feet below the existing ground surface. This results in a total soil test boring footage of 750 feet. The soil test borings will be advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance testing will be performed and soil samples recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soil's ability to support loads. At the completion of the drilling, we will backfill the bore holes with the soil cuttings.

Shallow Rock

We have budgeted to extend the borings to a depth of 35 feet below the existing ground surface. This results in a total soil test boring footage of 350 feet. We propose to core 10 feet of rock in boreholes in order to determine the quality and continuity of the rock. We will initially advance the bore hole through the soil layer until auger refusal is encountered. At that point we insert steel casing into the hole to keep the hole from caving. Then, we use a coring bit to cut through the rock and retrieve a sample of the rock for evaluation. The rock core will be evaluated by our engineer and the percent recovery and rock quality designation will be determined. We anticipate that we will need to haul water from a nearby fire hydrant to provide water for our coring operations. **We will need for you to provide someone to coordinate access to a nearby fire hydrant prior to starting the work and obtain any permitting that may be required.**

For the purpose of this proposal and considering that anticipated structural loads are relatively moderate, we plan on using the results of the Standard Penetration Tests (SPT) to provide recommendations for allowable bearing pressures and have not planned any laboratory testing, such as one-dimensional consolidation tests. These assumptions seem reasonable considering the nature of the proposed construction.

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

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

Based on our initial site visit, we understand the proposed parking deck footprint is staked out and is accessible to our drill rig equipment. We observed several piles of crushed concrete and asphalt and therefore plan to adjust our boring locations accordingly.

Oasis will contact Georgia Utilities Protection Center to mark any public utilities in the proposed drilling areas. Oasis cannot be responsible for damage to utilities that are not properly located. If utilities have not been identified and cannot be provided, we will contact a private utility locator to locate utilities at each boring location. This private utility locate has been included in the Cost Estimate as a separate line item.

ESTIMATE OF COST

Based on the Scope of Work presented, the total lump sum cost for the Limited Subsurface Exploration or Preliminary Subsurface Exploration is presented in the following detailed breakdowns. The Preliminary Subsurface Exploration budget is broken down into two possible scenarios where shallow rock or deep rock is encountered.

Option 1: Limited Subsurface Exploration

Site Reconnaissance and Boring Layout:	**Initial** _____	**Date** _____	$ 500.00
Mobilization of Drill Rig:			$ 550.00
Soil Test Borings (150 feet @ $12.00/ft):			$1,800.00
Laboratory Testing Including Sieve Analysis, Atterberg Limits, and Moisture Contents			$ 200.00
Geotechnical Evaluation Report Preparation:			$2,200.00
		Total	**$5,250.00**

Option 2: Preliminary Subsurface Exploration
(Deep Rock)

Site Reconnaissance and Boring Layout:	$ 600.00
Mobilization of Drill Rig:	$ 550.00
Soil Test Borings (750 feet @ $12.00/ft):	$9,000.00
Laboratory Testing Including Sieve Analysis, Atterberg Limits, and Moisture Contents	$ 500.00
Geotechnical Evaluation Report Preparation:	$2,800.00
Total	**$13,450.00**

(Shallow Rock)

Site Reconnaissance and Boring Layout:	$ 600.00
Mobilization of Drill Rig:	$ 550.00
Soil Test Borings (350 feet @ $12.00/ft):	$4,200.00
Casing for Rock Coring (350 feet @ $9.00/ft):	$3,150.00
Rock Coring (100 feet @ $57.00/ft):	$5,700.00
Rock Coring Setup (10 setups @ $180.00/each):	$1,800.00
Water Truck, Pumps, Hose Usage (2 days @ $125.00/day)	$ 250.00
Crew Time Hauling Water (estimated 7 hours @ $180.00/hr)	$1,260.00
Laboratory Testing Including Sieve Analysis, Atterberg Limits, and Moisture Contents	$ 500.00
Geotechnical Evaluation Report Preparation:	$3,000.00
Total	**$21,010.00**

**** Additional Line Item***

Private Utility Locate (10 locations):	$ 800.00

CLOSURE

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

Sincerely,
Oasis Consulting Services

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

Darren J. Bray, P.E.
Technical Director

GEOTECHNICAL DESIGN AND ENVIRONMENTAL SERVICES

Unit Rate Schedule

PROJECT NAME: Holly Springs Town Center Parking Deck

LOCATION: Holly Springs, Georgia

DATE: January 27, 2020 **PROPOSAL NUMBER:** P19120 (Revised)

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

III. GEOTECHNICAL LABORATORY TESTING

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

IV. LABORATORY ANALYSES*

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

** Standard turnaround time for Laboratory Analysis.*
Expedited turnaround will be an additional cost.

V. CONSUMABLE ITEMS & EQUIPMENT USAGE

A. Interface Probe, per day ..... $ 100.00
B. Water Level Meter, per day ..... $ 50.00
C. Photoionization Detector (PID), per day ..... $ 150.00
D. Hand Auger, per day ..... $ 25.00
E. Survey Equipment, per day ..... $ 100.00
F. Two-way Radio Set, per day ..... $ 35.00
G. Disposable Bailers, each ..... $ 15.00
H. Other Equipment & Supplies ..... cost plus 20%

PROJECT SERVICES AGREEMENT

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

Project: Holly Springs Town Center Parking Deck
Holly Springs GA

Proposal Number: P19120 (Revised)

Dated: January 27, 2020

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

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

1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual proposal, task order (which sections are incorporated into this PSA) or as described in the Scope of Services above. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.

2. **Acceptance/Termination.** Client agrees that execution of this PSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this PSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptant of all terms and conditions of this PSA. Additional terms and conditions may be added or changed only by written amendment to this PSA signed by both parties. In the even Client uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This PSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this PSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this PSA) or per the Fee Schedule attached to this PSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 60 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This PSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be

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

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT IS LIMITED TO THE GREATER OF $50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS PSA. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION.**

7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this PSA. Causes of action arising out of Consultant's services or this PSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ/$1,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim/$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

11. **Dispute Resolution.** This PSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.

12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.

17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

By:_____ Date:_____

Name/Title: Darren J. Bray, P.E./ Technical Director

Address: 45 Woodstock Street

_____

City: Roswell State and Zip: GA 30075

Office Phone: 678-739-2400 Cell: 678-628-1860

Email: dbray@oasis-cs.com

Client: **Holly Springs Downtown Development Authority**

By:*_____ Date:_____

Name/Title:_____

Address:_____

_____

City:_____ State and Zip:_____

Office Phone:_____ Cell:_____

Email:_____

Invoice: **To: dme.odyssey@gmail.com**

*** Client, please initial the box on page 7 if this PSA will serve as a Master Services Agreement for multiple projects.**

COUNCIL AGENDA REPORT

FROM: **Karen Norred**
Prepared by: Karen Norred

CC: **City Clerk**
Public Information

SUBJECT: **Towing and Storage Services, Project Number: RFP # 2020-01**

DATE: **January 30, 2020** **COUNCIL MEETING DATE:** **February 3, 2020**

REPORT-IN-BRIEF

The Towing and Storage Services, Project Number: RFP # 2020-01, is for the towing and storage of vehicles damaged, abandoned, immobilized, illegally parked, impounded or disabled on public rights-of-way or other property within the City designated for removal under lawful order.

DISCUSSION

The City of Holly Springs accepted and opened proposals from two (2) qualified companies for the Towing and Storage Services. The two companies were Daniel's Body Shop & Wrecker Service, Inc. and Ingram Towing and Impound Service, Inc.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, SUPPORTING LEGISLATION FOR THE GEORGIA LOCAL GOVERNMENT INFRASTRUCTURE FINANCE AUTHORITY ACT

WHEREAS, locally elected officials work in partnership with citizens, the state of Georgia and the federal government to address ongoing funding needs for infrastructure projects and other capital investments which are crucial to maintaining safe communities and impact economic development efforts; and

WHEREAS, Georgia cities have $11.2 billion of capital needs between now and the year 2022, with the greatest needs being infrastructure, public safety and government buildings; and

WHEREAS, taxpayers consistently continue to invest local dollars by supporting Special Purpose Local Option Sales Tax (SPLOST) and Transportation Special Purpose Local Option Sales Tax (TSPLOST) referendums; and

WHEREAS, tax increases alone will not be sufficient to address all outstanding projects, state legislation to establish a local government finance authority would provide a lower cost, efficient source for municipal and county governments to fund various projects and equipment needs; and

WHEREAS, an authority could be operated by both Georgia Municipal Association (GMA) and Association County Commissioners of Georgia (ACCG) to issue tax-exempt bonds to local government for financing of goods, real and personal property, structures and supplies; and

WHEREAS, such financing would be through revenue bonds pursuant to intergovernmental contracts; and

WHEREAS, while municipalities are currently authorized under Georgia law to participate in lease purchase financing, it is more expensive relative to other governmental financing options; and

WHEREAS, changing state law to provide municipalities and counties a more efficient funding source through the issuance of pooled revenue bonds by a local government finance authority will reduce the overall costs of capital spending and save Georgia taxpayers dollars.

DRAFT

NOW, THEREFORE, BE IT RESOLVED BY THE that the Mayor and City Council of the City of Holly Springs, that this body voices its support for the Georgia Local Government Infrastructure Finance Authority Act.

This Resolution is adopted this 24th day of February 2020.

CITY OF HOLLY SPRINGS

_____
Steven W. Miller, Mayor

Attest:

_____
Karen Norred, City Clerk
(Seal)

DRAFT

City of Holly Springs Work Session Meeting
Speaker Sign In Sheet

Meeting Date: **February 3, 2020**

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
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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.