



City of Holly Springs

Date: Monday, April 15, 2024

Location: 3235 Holly Springs Pkwy

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

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. NEW BUSINESS
 - A. Discuss change order number 004 from Magnum Contracting, LLC for the City of Holly Springs Barrett Memorial & Taylors Farm/Barrett Springs Parks Improvement Project, RFB #2023-02
Presented By: Robert H. Logan, City Manager
 - B. Discuss a proposal from Sawnee EMC to install additional lighting in Barrett Memorial Park near the pavilion and playground
Presented By: Robert H. Logan, City Manager
 - C. Discuss a proposal from Sawnee EMC to install additional lighting in J. B. Owens Park along the hard surface walking trail back to the bridge and deck in the rear of the property
Presented By: Robert H. Logan, City Manager
 - D. Discuss renewal of the Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA)
Presented By: Karen Norred, City Clerk/Human Resources Director
 - E. Discuss renewal of the Pollution Liability line of coverage with Georgia Interlocal Risk Management Agency (GIRMA)
Presented By: Karen Norred, City Clerk/Human Resources Director
 - F. Discuss renewal of the Municipal Workforce AD&D line of coverage with CV Starr
Presented By: Karen Norred, City Clerk/Human Resources Director

- G. Discuss renewal of the Off-Duty Liability line of coverage with Lexington Insurance Company
Presented By: Karen Norred, City Clerk/Human Resources Director
- H. Discuss renewal of the Excess Crime line of coverage with Hanover Insurance Company/Allmerica
Presented By: Karen Norred, City Clerk/Human Resources Director
- I. Discuss renewal of the Excess Cyber Liability line of coverage with Berkley Insurance
Presented By: Karen Norred, City Clerk/Human Resources Director
- J. Discuss renewal of the Terrorism & Sabotage line of coverage with Hiscox
Presented By: Karen Norred, City Clerk/Human Resources Director
- K. Discuss the release of performance and maintenance bonds for Bright Meyers Sasser Storage 2, LLC, Crest Brooke subdivision Phase 1 and Phase 2, and Spring Meadows subdivision Phase 2B
Presented By: Nancy Moon, Community Development Director
- L. Discuss a resolution to accept and authorize streets to become publicly maintained streets in Crest Brooke subdivision, Phase 1 and Phase 2
Presented By: Nancy Moon, Community Development Director
- M. Discuss a resolution to accept and authorize streets to become publicly maintained streets in Spring Meadows subdivision, Phase 2B
Presented By: Nancy Moon, Community Development Director
- N. Discuss letter of support for the fifty (50) unit townhome community proposed to be built by Habitat for Humanity North Central Georgia and to ratify the Mayor Pro Tem's signature
Presented By: Nancy Moon, Community Development Director
- O. Discuss a service agreement between Cook's Pest Control and the City of Holly Springs, Georgia for the property located at 150 Stringer Road
Presented By: Ron Carter, Information Technology Manager/Facilities Manager
- P. Discuss quote #25402 from Stealth Video for the replacement of existing security cameras at City Hall and the Public Safety building, with the addition of four (4) new cameras
Presented By: Ron Carter, Information Technology Manager/Facilities Manager

IV. REPORTS

V. ADJOURNMENT



City of Holly Springs

Date: Monday, April 15, 2024

Location: 3235 Holly Springs Pkwy

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. INVOCATION

IV. PRESENTATIONS

Employee Recognition – One Year of Service
Lou Stewart

V. CONSENT AGENDA

A. March 4, 2024 Work Session Minutes

B. March 18, 2024 Work Session and Business Meeting Minutes

VI. UNFINISHED BUSINESS

A. Approve/deny a resolution authorizing the submittal of the GDOT Local Road Assistance Administration Grant (LRA) application

B. Approve/deny a resolution obligating American Rescue Plan Funds (ARPA) (Coronavirus State and Local Fiscal Recovery Funds) from the U.S. Department of Treasury in the amount of \$5,766,604 for the purpose of Government services

- C. Approve/deny Municipal Services Agreement between Cherokee County, Georgia and the City of Holly Springs, Georgia for Animal Control and Impoundment Services
- D. Approve/deny Time Extension Request #2 from C. W. Matthews for a new contract completion date of July 19, 2024; concerning the Holly Springs Parkway Widening Project Phase II, RFB #2021-02
- E. Approve/deny a Software as a Service Subscription Agreement between Pronto Consulting, LLC and the City of Holly Springs, Georgia
- F. Approve/deny an Agreement for Monitoring Services between ProntoTrak, Inc. and the City of Holly Springs, Georgia
- G. Approve/deny ServiceWise Electric quote #8462, to install a meter box for Karen Johnson Barnett Park located at 937 Taylors Farm Court, in an amount not to exceed \$1,750 and to ratify the City Manager's signature
- H. Approve/deny Memorandum of Understanding (MOU) between the City of Holly Springs Police Department and the Cherokee County Sheriff's Office for the collaborative capabilities and readiness for Special Weapons and Tactics (SWAT) Teams

VII. NEW BUSINESS

- A. Approve/deny change order number 004 from Magnum Contracting, LLC for the City of Holly Springs Barrett Memorial & Taylors Farm/Barrett Springs Parks Improvement Project, RFB #2023-02, in an amount not to exceed \$7,500
- B. Approve/deny a proposal from Sawnee EMC to install additional lighting in Barrett Memorial Park near the pavilion and playground, in an amount not to exceed \$3,211
- C. Approve/deny a proposal from Sawnee EMC to install additional lighting in J. B. Owens Park along the hard surface walking trail back to the bridge and deck in the rear of the property, in an amount not to exceed \$11,734
- D. Approve/deny renewal of the Property and Liability Coverage with Georgia Interlocal Risk Management Agency (GIRMA)
- E. Approve/deny renewal of the Pollution Liability line of coverage with Georgia Interlocal Risk Management Agency (GIRMA)
- F. Approve/deny renewal of the Municipal Workforce AD&D line of coverage with CV Starr

- G. Approve/deny renewal of the Off-Duty Liability line of coverage with Lexington Insurance Company
- H. Approve/deny renewal of the Excess Crime line of coverage with Hanover Insurance Company/Allmerica
- I. Approve/deny renewal of the Excess Cyber Liability line of coverage with Berkley Insurance
- J. Approve/deny renewal of the Terrorism & Sabotage line of coverage with Hiscox
- K. Approve/deny release of Bright Meyers Sasser Storage 2, LLC for Stormwater Performance Bond #2316260, and Landscaping Performance Bond #2316261; Stormwater Maintenance Bond #2316262 and Landscaping Maintenance Bond #2316263
- L. Approve/deny release of Crest Brooke subdivision Phase 1 Maintenance Bond #0740549 and Phase 2 Maintenance Bond #30105301
- M. Approve/deny release of Spring Meadows subdivision Phase 2B Maintenance Bond #800042836
- N. Approve/deny a resolution to accept and authorize streets to become publicly maintained streets in Crest Brooke subdivision Phases 1 and 2
- O. Approve/deny a resolution to accept and authorize streets to become publicly maintained streets in Spring Meadows subdivision Phase 2B
- P. Approve/deny letter of support for the fifty (50) unit townhome community proposed to be built by Habitat for Humanity North Central Georgia and to ratify the Mayor Pro Tem's signature
- Q. Approve/deny a service agreement between Cook's Pest Control and the City of Holly Springs, Georgia for the property located at 150 Stringer Road
- R. Approve/deny quote #25402 from Stealth Video for the replacement of existing security cameras at City Hall and the Public Safety building, with the addition of four (4) new cameras, in an amount not to exceed \$22,648

VIII. REPORTS

IX. ADJOURNMENT

EXECUTIVE SESSION

•Real Estate

Magnum Contracting, LLC
2 Mountain Park Drive, W
Jasper GA 30143

www.magnumcontracting.net
(770) 421-6300
(770) 421-1110



Owner Change Order

COR Number: 004

Date: 4/11/2024

Project Number: 23006-GC

Contract Date: 10/10/2023

To:	Project:
City of Holly Springs 3237 Holly Springs Pkwy Holly Springs GA 30115	City of Holly Springs Barrett Memorial & Taylors Farm/Barrett Springs Parks Improvement Project

Description of Change:

Project Original Contract Sum	1,210,107.00
Total of Previously Approved Change Orders	45,937.00
Contract Amount Prior to this Change Order	1,256,044.00
Proposed Contract Amount of this Change Order	7,500.00
Proposed Contract Amount Including this Change Order	1,263,544.00

Accepted By:		
_____ Contractor (Company Name)	City of Holly Springs, Georgia _____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	Steven W. Miller, Mayor _____ Printed Name	_____ Printed Name
_____ Date	April 15, 2024 _____ Date	_____ Date
	_____ Owner's Change Order Number	

Magnum Contracting, LLC
2 Mountain Park Drive, W
Jasper GA 30143

www.magnumcontracting.net
(770) 421-6300
(770) 421-1110



Owner Change Order

COR Number: 004

Date: 4/11/2024

To: City of Holly Springs	Project: Barrett Springs and Taylors Farm Parks
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Description	Quantity	UOM	Unit Price	Extended Price
Regrade old detention pond at lower end (as discussed on site) to properly drain and re grass. Fill any areas in the old detention pond that is holding water.	1.00	LS		7,500.00

- Bond

Change Order Total:	7,500.00
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COUNCIL AGENDA REPORT

FROM: Robert H. Logan
City Manager

RHL

CC: City Clerk
Public Information

SUBJECT: Additional Lighting in Barrett Memorial Park

DATE: April 11, 2024

COUNCIL MEETING DATE: April 15, 2024

RECOMMENDATION

To approve the proposal from Sawnee EMC to install additional lighting in Barrett Memorial Park near the pavilion and playground.

REPORT-IN-BRIEF

The majority of the site work and renovations have been completed in Barrett Memorial Park. We are adding security lighting and need to add additional lighting in the vicinity of the pavilion and playground.

DISCUSSION

Staff and I met with representatives from Sawnee EMC several weeks ago to discuss areas that need additional lighting in conjunction with the installation of the security cameras.

CONCURRENCES

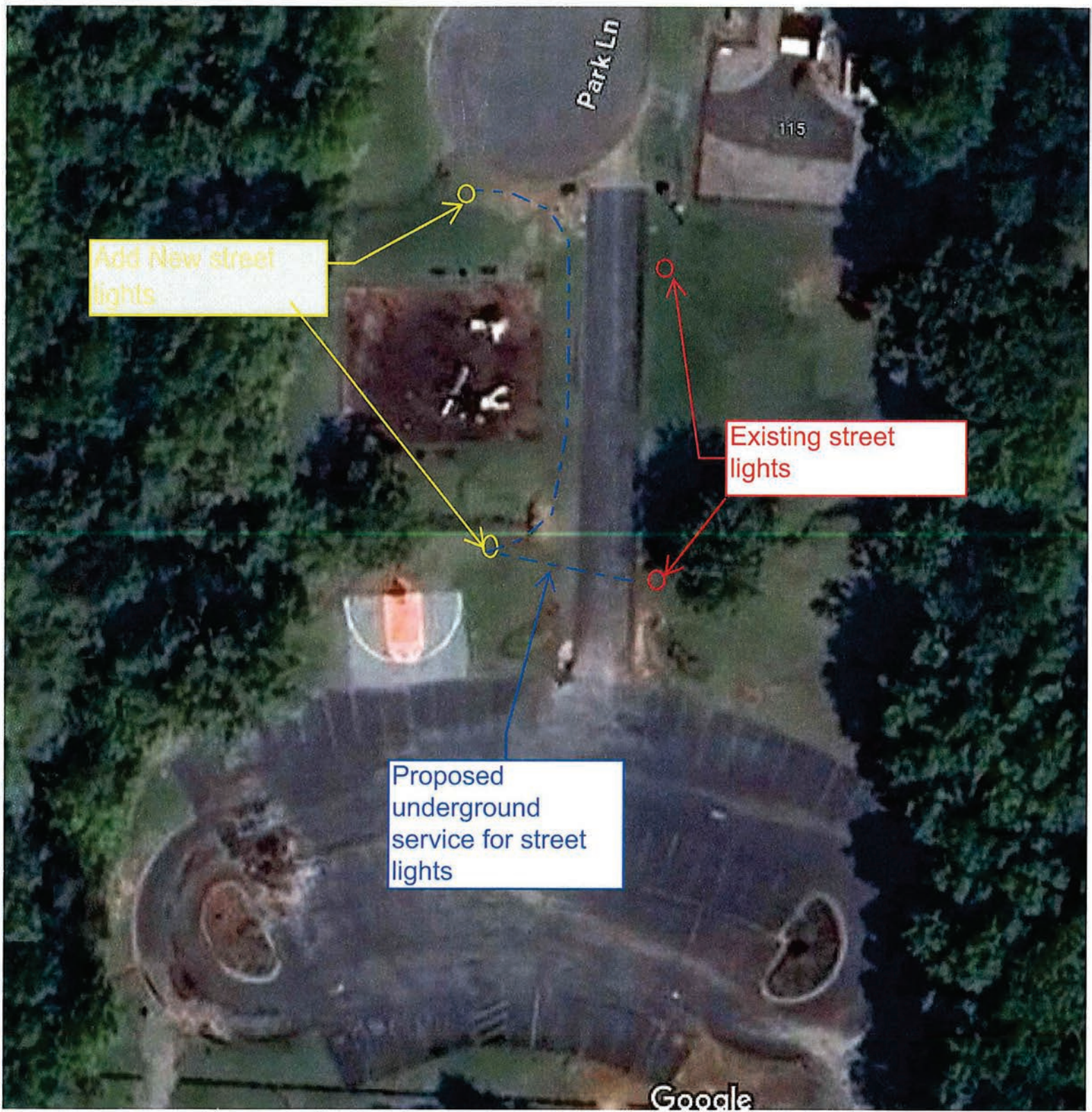
We met with the Deputy Chief to discuss the additional lighting and security cameras in the park to cut down on vandalism.

FISCAL IMPACT

The proposed new lights and service wire will be \$3,210.50 and will be paid out of the Holly Springs Parks and Recreation Fund

ATTACHMENTS

The site plan indicating the location of the new lights is attached for review.





COUNCIL AGENDA REPORT

FROM: Robert H. Logan
City Manager

CC: City Clerk
Public Information

SUBJECT: Additional Lighting in J.B. Owens Park

DATE: April 11, 2024

COUNCIL MEETING DATE: April 15, 2024

RECOMMENDATION

To approve the proposal from Sawnee EMC to install additional lighting in J.B. Owens Park along the hard surface walking trail back to the bridge and deck in the rear of the property.

REPORT-IN-BRIEF

We are adding security lighting and need to add additional lighting along the hard surface trail, bridge and deck in the rear of the park.

DISCUSSION

Staff and I met with representatives from Sawnee EMC several weeks ago to discuss areas that need additional lighting in conjunction with the installation of the security cameras.

CONCURRENCES

We met with the Deputy Chief to discuss the additional lighting and security cameras in the park to cut down on vandalism.

FISCAL IMPACT

The proposed new lights, service wire, transformers, and boring will be \$11,734 and will be paid out of the Holly Springs Parks and Recreation Fund

ATTACHMENTS

The site plan indicating the location of the new lights is attached for review.



**CITY OF HOLLY SPRINGS
GIRMA INSURANCE PROGRAM**

Comparative Analysis for May 1, 2024 Renewal

	2023-2024			2024-2025			Cost Comparison		
	Proposed Program	Proposed Rating Basis	Proposed Premium	Proposed Program	Proposed Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Program Details									
General Liability (GIRMA)			\$17,266			\$13,866	0.0%	-19.7%	-19.7%
Each Occurrence	\$4,000,000	\$20,000,000		\$4,000,000	\$20,000,000				
General Aggregate	Unlimited	<i>Operating Budget</i>		\$20,000,000	<i>Operating Budget</i>				
Deductibles									
General Liability	\$0			\$0					
Public Officials Liability (GIRMA)			\$16,274			\$10,086	0.0%	-38.0%	-38.0%
Each Occurrence	\$4,000,000	\$20,000,000		\$4,000,000	\$20,000,000				
Aggregate	\$20,000,000	<i>Operating Budget</i>		\$20,000,000	<i>Operating Budget</i>				
Deductible	\$5,000			\$5,000					
Law Enforcement Liability (GIRMA)			\$37,347			\$37,583	2.5%	0.6%	-1.9%
Each Occurrence	\$4,000,000	40		\$4,000,000	41				
Aggregate	Unlimited	<i>Officers</i>		Unlimited	<i>Officers</i>				
Deductible	\$5,000			\$5,000					
Automobile Liability (GIRMA)			\$37,775			\$77,777	-4.2%	105.9%	110.1%
Combined Single Limit	\$4,000,000	72		\$4,000,000	69				
Uninsured Motorist Liab.	\$75,000	<i>Vehicles</i>	\$869	\$75,000	<i>Vehicles</i>	\$711	-4.2%	-18.2%	-14.0%
Deductibles									
Auto Liability	\$0			\$0					
Auto Physical Damage (GIRMA)			\$16,940			\$20,868	0.0%	23.2%	23.2%
Limit	ACV	68		ACV	68				
Vehicles Covered	Scheduled	<i>Vehicles</i>		Scheduled	<i>Vehicles</i>				
Deductible	\$1,000			\$1,000					
Crime (GIRMA)			\$1,126			\$1,288	4.4%	14.4%	10.0%
Employee Dishonesty	\$500,000	68		\$500,000	71				
Money & Securities	\$500,000	<i>Employees</i>		\$500,000	<i>Employees</i>				
Deductible	\$1,000			\$1,000					
Property & Equipment (GIRMA)			\$7,772			\$13,255	55.3%	70.5%	15.3%
Total Insured Values	\$3,574,194	\$3,574,194		\$5,549,014	\$5,549,014				
Flood Limit	\$3,574,194	<i>Property Values</i>		\$5,549,014	<i>Property Values</i>				
Earthquake Limit	\$3,574,194			\$5,549,014					
Deductibles									
Building and Contents	\$1,000	\$3,512,494		\$1,000	\$5,508,314				
Mobile Equipment	\$1,000	\$61,700		\$1,000	\$40,700				
Equipment Breakdown (GIRMA)			Included in Property						
Per Occurrence	\$3,512,494	\$3,512,494		\$5,508,314	\$5,508,314				
Deductible	\$1,000	<i>Property Values</i>		\$1,000	<i>Property Values</i>				
Animal Mortality (GIRMA)			Declined			Declined			
Scheduled Limit	\$15,000	0		\$15,000	0				
Deductible	\$0	<i>Animals</i>		\$0	<i>Animals</i>				
GIRMA Contributions			\$135,369			\$175,434		29.6%	
Dividends/Credits			(\$3,741)			(\$6,260)			
GIRMA Net Contributions			\$131,628			\$169,174		28.5%	
Broker Management Fees			\$15,000			\$15,000			
GIRMA Premium Due			\$146,628			\$184,174		25.6%	



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Bright Meyers Sasser Storage 2, LLC, Crest Brooke Phases 1 and 2, and Spring Meadows Phase 2B Bonds

DATE: April 9, 2024

COUNCIL MEETING DATE: April 15, 2024

RECOMMENDATION

STAFF ANALYSIS

The following bonds have been requested for release:

Subdivision/Development	Bond/Agreement Type	Number	Amount
Bright Meyers Sasser Storage 2, LLC	Performance-Stormwater	2316260	\$116,619.00
Bright Meyers Sasser Storage 2, LLC	Performance-Landscaping	2316261	\$45,208.00
Bright Meyers Sasser Storage 2, LLC	Maintenance-Stormwater	2316262	\$23,323.80
Bright Meyers Sasser Storage 2, LLC	Maintenance-Landscaping	2316263	\$9,041.60
Crest Brooke Phase 1	Maintenance	0740549	\$140,622.00
Crest Brooke Phase 2	Maintenance	30105301	\$50,388.12
Spring Meadows Phase 2B	Maintenance	800042836	\$48,971.24

In addition, the following roads are requested for acceptance:

Subdivision	Road	Linear Feet
Crest Brooke Phase 1	Coppergate Court	586
Crest Brooke Phase 1	Crest Brooke Drive	1345
Crest Brooke Phase 1	Somerset Court	164
Crest Brooke Phase 1	Wild Rose Circle	1204
Crest Brooke Phase 2	Blackberry Lane	419
Crest Brooke Phase 2	Crest Brooke Drive	541
Crest Brooke Phase 2	Wild Rose Circle	1713
Spring Meadows Phase 2B	Treeline Trail	1688

The City Engineer has inspected these developments and approved the release.

CONCURRENCES

City Engineer/Building Official

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Final Plats for Road Acceptance

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

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

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

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following streets, substantially as set forth in Exhibit “A” attached hereto and located within Crest Brooke Subdivision, Phases 1 and 2, to become publicly maintained streets:

Subdivision	Road	Linear Feet
Crest Brooke Phase 1	Coppergate Court	586
Crest Brooke Phase 1	Crest Brooke Drive	1345
Crest Brooke Phase 1	Somerset Court	164
Crest Brooke Phase 1	Wild Rose Circle	1204
Crest Brooke Phase 2	Blackberry Lane	419
Crest Brooke Phase 2	Crest Brooke Drive	541
Crest Brooke Phase 2	Wild Rose Circle	1713

This Resolution is adopted this 15th day of April, 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Plat
Recorded 12/31/2019 12:55 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 2795
Participant IDs: 9550823439

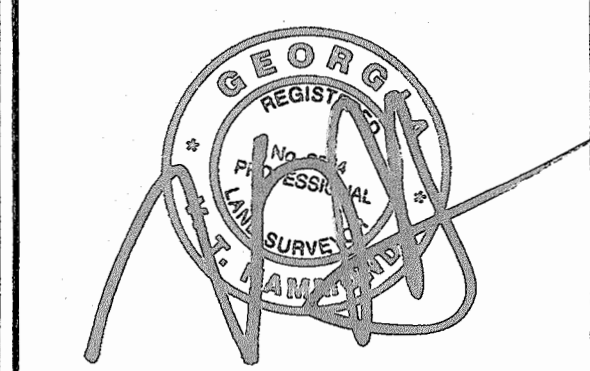
WS Agenda Item III-L

RIGHT-OF-WAY CURVE CHART			
LINE	ANG.	CHORD BEARING	RADIUS
RM-C125.47' (L)	S84°57'34"W	25.44'	180.00'
RM-C258.79' (L)	S72°55'20"W	58.63'	230.00'
RM-C330.32' (L)	S85°08'31"W	38.27'	230.00'
RM-C441.15' (R)	S03°53'25"E	41.42'	300.00'
RM-C508.14' (R)	S16°14'12"E	87.82'	300.00'
RM-C628.46' (R)	S27°22'16"E	28.46'	300.00'
RM-C742.18' (L)	S88°00'14"E	42.17'	630.00'
RM-C808.45' (L)	S23°13'51"E	66.42'	630.00'
RM-C977.23' (L)	N80°41'48"E	77.11'	325.00'
RM-C1002.05' (R)	S82°25'53"W	81.75'	275.00'
RM-C110.18' (L)	S07°55'20"E	90.10'	630.00'
RM-C12	INTENTIONALLY OMITTED		
RM-C137.55' (R)	N88°45'26"E	37.53'	275.00'
RM-C143.03' (L)	N41°11'25"E	37.28'	55.00'
RM-C155.70' (L)	S89°02'05"W	53.35'	55.00'
RM-C163.78' (L)	S40°46'05"E	37.59'	55.00'
RM-C177.98' (L)	S00°46'53"E	37.23'	55.00'
RM-C184.01' (L)	S40°09'20"W	39.70'	55.00'
RM-C195.27' (L)	S89°34'45"W	52.10'	55.00'
RM-C208.28' (L)	N47°25'16"W	27.57'	55.00'
RM-C214.44' (R)	S88°15'26"W	44.35'	325.00'
RM-C224.05' (L)	N05°10'53"E	42.03'	400.00'
RM-C231.59' (R)	N05°36'46"E	31.59'	580.00'
RM-C247.05' (R)	N01°34'23"E	70.00'	580.00'
RM-C257.06' (R)	N05°22'35"W	70.61'	580.00'
RM-C267.39' (R)	N12°26'31"W	72.34'	580.00'
RM-C277.51' (R)	N19°44'48"W	75.45'	580.00'
RM-C284.41' (R)	N05°03'05"E	41.89'	200.00'
RM-C294.26' (L)	N18°41'12"E	46.15'	200.00'
RM-C304.65' (R)	N34°52'51"E	45.75'	200.00'
RM-C311.92' (L)	N40°28'34"E	13.92'	200.00'
RM-C321.69' (L)	N44°07'01"E	8.80'	150.00'
RM-C334.28' (L)	N54°15'14"E	44.12'	150.00'
RM-C344.28' (L)	N11°10'01"E	44.12'	150.00'
RM-C355.29' (L)	N84°27'18"E	25.25'	150.00'
RM-C365.54' (L)	S84°31'07"E	20.42'	55.00'
RM-C373.36' (L)	S34°53'39"E	35.68'	55.00'
RM-C384.28' (L)	S06°03'26"W	41.25'	55.00'
RM-C394.28' (L)	S50°08'21"W	41.25'	55.00'
RM-C404.01' (L)	N82°51'39"W	46.50'	55.00'
RM-C415.45' (L)	N83°17'00"W	52.80'	55.00'
RM-C421.53' (R)	S87°35'58"W	5.82'	100.00'
RM-C437.54' (L)	S64°11'31"W	74.13'	100.00'
RM-C445.51' (R)	S32°13'04"W	53.22'	150.00'
RM-C457.49' (R)	N11°01'08"W	57.14'	150.00'
RM-C469.31' (R)	N74°23'32"E	97.10'	180.00'
RM-C471.47' (R)	N57°48'17"E	4.27'	130.00'
RM-C481.82' (R)	N69°17'12"E	123.00'	130.00'
RM-C491.74' (R)	S87°32'37"W	7.93'	350.00'

BOUNDARY LINE CHART		
LINE	BEARING	DISTANCE
L1	S17°35'25"W	34.91'
L2	S35°18'26"W	2.46'
L3	S67°20'36"W	30.30'
L4	S40°35'40"W	13.62'
L5	S40°35'40"W	7.28'
L6	S40°24'19"W	19.40'
L7	S65°21'55"W	28.03'
L8	S39°23'51"W	21.19'
L9	S55°19'45"W	27.77'
L10	S17°19'54"W	24.42'
L11	S58°22'15"W	36.29'
L12	S01°22'50"E	19.67'
L13	S81°02'19"W	27.90'
L14	N84°57'31"W	24.78'
L15	S52°06'58"W	23.76'
L16	S71°28'49"W	39.85'
L17	S61°22'21"W	59.90'

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM
CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY PURSUANT TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.
Chloe Parn
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY
8-15-19
DATE

FINAL PLAT FOR
CREST BROOKE
PHASE 1
LOCATED IN
LAND LOTS 250, 251, 254 & 255
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



REVISIONS		
NO.	DATE	DESCRIPTION
1.	03/15/19 JUT	ADDRESS COUNTY COMMENTS.
2.	04/16/19 JUT	ADDRESS COUNTY COMMENTS.
3.	06/10/19 JUT	SEE REVISION NOTE #1, SHEET 1 OF 5.

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-5192
FAX: (770) 854-5876
WWW.WBENG.COM
LSF000429 - REF000714

SCALE:	1" = 80'
DATE SURVEYED:	05/01/2017
DATE UPDATED:	N/A
SURVEYED BY:	AT
DATE DRAFTED:	01/29/19
UPDATE DRAFTED:	N/A
DRAWN BY:	JUT
CHECKED BY:	NH
FIELD BOOK #:	2815
JOB NUMBER:	170330
FOLDER NUMBER:	170330
CORR FILE:	N/A
DISC FILE:	R:\ENGR\170330\W&B\170330-PP-18-PP-1
COUNTY/LL/DO/S:	CHEROKEE/250/15/2
PLAT FILE:	B
SHEET:	3 OF 5

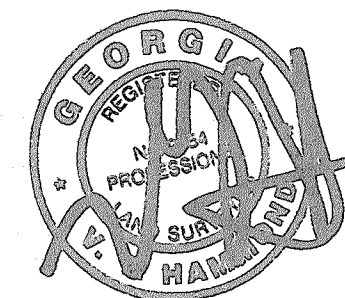
Plat
Recorded 12/31/2019 12:55 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 2796
Participant IDs: 9550823439

WS Agenda Item III-L

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM
CERTIFICATE OF CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY "PURSUANT" TO ALL REQUIREMENTS OF THE CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY HAVING BEEN FULFILLED, THIS FINAL PLAT IS APPROVED FOR RECORDING.
Alvin Payne 8-15-19
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY DATE

LINE	ARC	CHORD BEARING	CHORD	RADIUS
RM-C1	25.47°	S04°27'04"W	25.44'	180.00'
RM-C2	39.79°	S72°55'20"W	58.63'	230.00'
RM-C3	39.32°	S85°08'31"W	39.27'	230.00'
RM-C4	41.15°	S93°53'23"E	41.12'	360.00'
RM-C5	68.14°	S16°14'12"E	87.82'	300.00'
RM-C6	28.45°	S27°22'16"E	28.45'	300.00'
RM-C7	42.18°	S28°10'14"E	42.17'	630.00'
RM-C8	65.45°	S23°13'51"E	65.42'	630.00'
RM-C9	77.29°	S30°41'49"E	77.11'	325.00'
RM-C10	62.05°	S92°25'53"W	61.75'	275.00'
RM-C11	50.18°	S97°55'20"E	50.10'	630.00'
RM-C12	INTENTIONALLY OMITTED			
RM-C13	37.55°	N88°15'26"E	37.53'	275.00'
RM-C14	38.03°	N44°11'25"E	37.28'	55.00'
RM-C15	55.70°	S95°28'09"E	53.35'	55.00'
RM-C16	59.78°	S40°48'05"E	57.99'	55.00'
RM-C17	37.98°	S90°46'53"E	37.23'	55.00'
RM-C18	40.61°	S40°09'20"W	39.70'	55.00'
RM-C19	54.27°	S68°34'45"W	52.10'	55.00'
RM-C20	28.28°	N47°25'16"W	27.97'	55.00'
RM-C21	44.39°	S95°15'26"W	44.35'	325.00'
RM-C22	42.05°	N03°10'53"E	42.03'	400.00'
RM-C23	31.39°	N05°26'45"E	31.93'	550.00'
RM-C24	70.05°	N01°34'23"E	70.00'	560.00'
RM-C25	70.66°	N05°22'36"W	70.61'	580.00'
RM-C26	72.39°	N12°26'31"W	72.34'	560.00'
RM-C27	75.51°	N19°44'49"W	75.45'	580.00'
RM-C28	41.36°	N05°03'00"E	41.89'	200.00'
RM-C29	45.25°	N18°41'12"E	45.15'	200.00'
RM-C30	45.86°	N31°52'51"E	45.75'	200.00'
RM-C31	13.32°	N40°26'34"E	13.92'	200.00'
RM-C32	8.80°	N44°07'01"E	8.80'	150.00'
RM-C33	44.28°	N54°15'14"E	44.12'	150.00'
RM-C34	44.28°	N71°10'01"E	44.12'	150.00'
RM-C35	25.25°	N84°27'15"E	25.25'	150.00'
RM-C36	20.54°	S84°31'07"E	20.42'	55.00'
RM-C37	36.34°	S34°53'39"E	35.98'	55.00'
RM-C38	42.28°	S06°03'26"W	41.25'	55.00'
RM-C39	42.28°	S50°06'21"W	41.25'	55.00'
RM-C40	48.01°	N82°51'39"W	45.50'	55.00'
RM-C41	54.85°	N29°17'00"W	52.60'	55.00'
RM-C42	5.83°	S97°26'59"W	5.82'	100.00'
RM-C43	15.34°	S84°11'31"W	74.13'	150.00'
RM-C44	53.51°	S32°13'04"W	53.22'	150.00'
RM-C45	57.46°	S11°01'08"W	57.14'	150.00'
RM-C46	58.31°	N74°23'32"E	97.10'	160.00'
RM-C47	4.27°	N57°48'17"E	4.27'	130.00'
RM-C48	188.32°	N28°37'52"E	123.00'	130.00'
RM-C49	7.54°	S07°32'37"W	7.93'	350.00'

FINAL PLAT FOR
CREST BROOK
PHASE 1
LOCATED IN
LAND LOTS 250, 251, 254 & 255
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



NO.	DATE	BY	DESCRIPTION
1.	03/15/19	LJT	ADDRESS COUNTY COMMENTS.
2.	04/16/19	LJT	ADDRESS COUNTY COMMENTS.
3.	06/10/19	LJT	SEE REVISION NOTE #1, SHEET 1 OF 5.

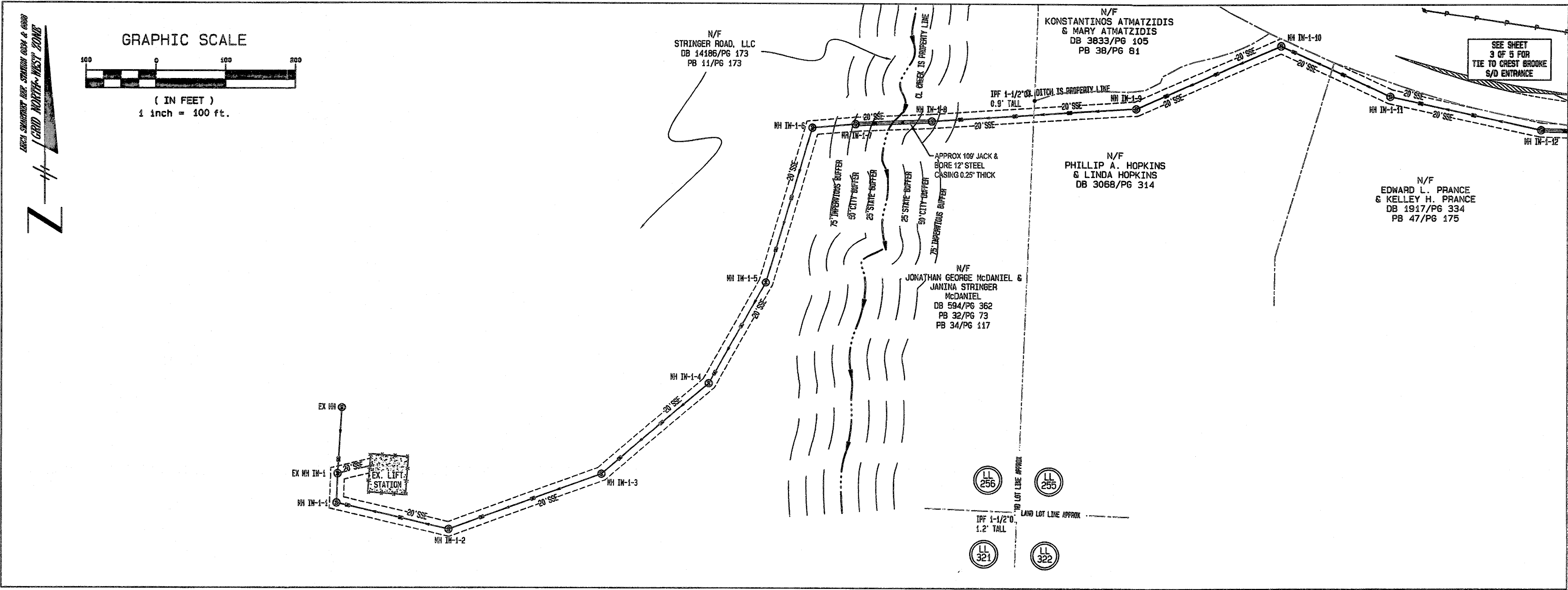
W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE 225
MARIETTA, GEORGIA 30060
PHONE: (770) 864-5496
WWW.WBENR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	05/01/2017
DATE UPDATED:	N/A
SURVEYED BY:	AT
DATE DRAFTED:	01/29/19
UPDATE DRAFTED:	N/A
DRAWN BY:	N/A
CHECKED BY:	N/A
FIELD BOOK #:	2515
JOB NUMBER:	170330
FOLDER NUMBER:	170330
CODG FILE:	N/A
DISC FILE:	S:\ENR\170330\170330-FP-AB-PH 1
COUNTY/L/D/S:	CHEROKEE/250/15/2
PLAT FILE:	B
SHEET:	4 OF 5

GRAPHIC SCALE
1 inch = 50 ft.

Plat
Recorded 12/31/2019 12:55 PM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 118 Page 2797
Participant IDs: 9550823439

WS Agenda Item III-L



EXISTING SANITARY
SEWER OUTFALL
1" = 100'

Mayor
Steven W. Miller

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

City of Holly Springs
Post Office Box 900
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5538 - Fax: 770-345-0200

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

May 13, 2019

Mr. James R. Crowe
Director of Land Development
Sharp Residential
4080 McGinnis Ferry Road, #701
Alpharetta, GA 30005

Re: Notice of Decision for Variance Request V-03-2019 applicant requests a variance from the setback requirements of the Holly Springs Zoning Ordinance for property located off of Hwy 140 and East Cherokee Drive, Holly Springs, GA, tax parcel 109 of tax plat 15N26

Dear Mr. Crowe:

On May 9, 2019, the City of Holly Springs' Planning and Zoning Commission **APPROVED** your variance application for property located off of Hwy 140 and East Cherokee Drive, also known as tax parcel 15N26 109, to reduce the front setback to 20 feet for the entire subdivision, known as Crest Brooke Subdivision, with the exception of lots 20, 23, 40, 41, 42, 43, 44, 81, 104, 105, 108, 109, and 135, which may be reduced to a 17 feet front setback.

For additional information, please contact me at 770-345-5533.

Sincerely,

Nancy Moon
Nancy Moon
Community Development Director

NM/dls

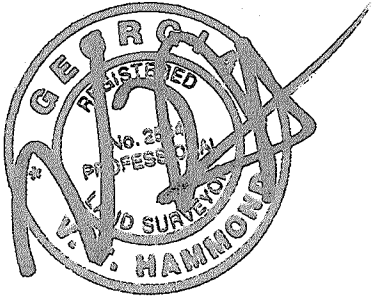
CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM

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

Alvin Pappas 8-15-19
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY DATE

Exhibit A

FINAL PLAT FOR
CREST BROOKE
PHASE 1
LOCATED IN
LAND LOTS 250, 251, 254 & 255
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1.	03/15/19	JUT	ADDRESS COUNTY COMMENTS.
2.	04/16/19	JUT	ADDRESS COUNTY COMMENTS.
3.	06/10/19	JUT	SEE REVISION NOTE #1, SHEET 1 OF 5.

W&B

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY, NW-SUITE 225
MARIETTA, GEORGIA 30060
PHONE: (770) 324-5180
FAX: (770) 324-5876
WWW.WBENG.COM
LSF000429 - PEF000714

SCALE:	1" = 100'
DATE SURVEYED:	05/01/2017
DATE UPDATED:	N/A
SURVEYED BY:	AT
DATE DRAFTED:	01/28/19
UPDATE DRAFTED:	N/A
DRAWN BY:	JUT
CHECKED BY:	NH
FIELD BOOK #:	2615
JOB NUMBER:	170330
FOLDER NUMBER:	170330
COGO FILE:	N/A
DISC FILE:	G:\ENGR\170330\CHG\170330-FP-AB-PH 1
COUNTY/LL/D/S:	CHEROKEE/250/15/2
PLAT FILE:	8
SHEET:	5 OF 5

Plat
Recorded 8/12/2020 9:05 AM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 119 Page 312
Participant IDs: 9550823439

WS Agenda Item III-L

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM

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

[Signature]
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY
DATE: 7-31-2020

LINE	ARC	CHORD BEARING	CHORD	RADIUS
CL-1	139.11'	S87°10'04"W	137.87'	300.00'
CL-2	130.02'	N44°04'25"E	121.87'	105.00'
CL-3	85.68'	N02°27'08"E	85.52'	275.00'
CL-4	107.14'	N01°55'25"E	106.83'	405.00'
CL-5	193.77'	N26°03'57"E	184.02'	175.00'
CL-6	200.31'	N76°00'13"E	195.95'	315.00'
CL-7	153.50'	S41°48'17"E	136.87'	100.00'
CL-8	143.22'	S85°51'28"E	143.10'	1000.00'
CL-9	20.00'	S45°55'35"E		
CL-10	35.50'	N48°11'43"E		

LINE	ARC	CHORD BEARING	CHORD	RADIUS
L1	70.00'	N02°10'11"E		
L2	50.00'	N87°49'49"W		
L3	11.12'	S02°10'11"W		
L4	28.28'	S47°10'11"W		
L5	23.00'	N87°49'49"W		
C1	44.39'	S88°15'26"W	44.35'	325.00'
L6	6.52'	S84°20'41"W		
C2	28.28'	N47°25'16"W	27.97'	55.00'
L7	28.85'	S52°02'25"W		
L8	50.03'	S07°56'34"W		
L9	28.34'	S39°10'13"E		
C3	23.97'	N89°37'22"E	23.96'	325.00'
L10	9.25'	S89°57'38"E		
L11	15.84'	N86°40'23"W		
L12	23.55'	S75°30'42"W		
L13	3.47'	S50°57'07"W		
L14	61.50'	N67°05'20"W		
L15	16.14'	N52°37'19"W		
L16	51.70'	N74°23'32"W		
L17	25.42'	S02°06'22"E		
L18	58.08'	N82°35'33"W		
L19	36.94'	N38°50'13"W		
L20	39.54'	S50°21'42"W		
L21	19.96'	S22°34'15"E		
L22	23.15'	S57°57'32"W		
L23	44.28'	S66°12'11"W		
L24	51.78'	N85°45'01"W		
L25	24.09'	S30°58'13"W		

LOT	AREA (SQ FT)	ACRES
16	10195	0.23312
17	9921	0.22774
18	10416	0.23913
19	11677	0.26807
20	12211	0.28033
21	13933	0.31994
22	11038	0.25334
23	11059	0.25387
24	11562	0.26773
25	12429	0.28533
26	12742	0.29251
27	12347	0.28345
28	11827	0.27152
29	11308	0.25959
30	11175	0.25342
31	11594	0.27228
32	10923	0.25075
33	10191	0.23306
34	9539	0.21859
35	11552	0.27438
36	14071	0.32392
37	12501	0.28757
38	10598	0.23525
39	10630	0.24193
40	10595	0.23863
41	17355	0.39865
42	13174	0.30244
43	10642	0.24331
44	11201	0.25713
45	11200	0.25712
46	12200	0.28712
47	9338	0.21437
48	9004	0.20570
49	8613	0.19772
50	10456	0.24055
51	9063	0.20017
52	8050	0.18480
53	8050	0.18480
54	8050	0.18480
55	8050	0.18480
56	5399	0.12111
57	8665	0.20052
58	8009	0.18382
59	9050	0.19480
60	9050	0.19480
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73	9050	0.19480
74	9050	0.19480
75	11145	0.25335
76	9388	0.21505
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78	8172	0.18769
79	8944	0.20532
80	8050	0.18480
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82	8050	0.18480
83	7000	0.16070
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121	7000	0.16070
122	7000	0.16070
123	7000	0.16070
124	7000	0.16070
125	7000	0.16070

LEGEND

- AC - ACCESS
- AE - ACCESS EASEMENT
- ALC - ATLANTA GAS LIGHT COMPANY
- ASP - ASPHALT
- BB - BACK OF BANK
- BC - BACK OF CURB
- BL - BUILDING CORNER
- BLF - BASE FLOOD ELEVATION
- BL - BUILDING SETBACK LINE
- BM - BENCHMARK
- BPM - BLUE PIN MARK
- BS - BOTTOM OF SLOPE
- BSO - BELL SOUTH TELEPHONE CO.
- BSO - BELL SOUTH CABLE MARKER
- BSO - BELL SOUTH MANHOLE
- BSW - BOTTOM OF WALL
- BW - BARBED WIRE
- CB - CATCH BASIN
- CC - CORNER CONCRETE APRON
- CCW - CORNER CONCRETE WALK
- CL - CENTERLINE
- CL - CHAINLINK
- CMF - CONCRETE MONUMENT FOUND
- CMF - CORRUGATED METAL PIPE
- CO - CLEANOUT
- CP - CHANNEL PROTECTION
- CT - CRUMPLED TOP PIPE
- CTV - CABLE TELEVISION
- CON - CONCRETE WALK
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DI - DRAIN INLET
- DI - DUCTILE IRON PIPE
- DNR - DEPT. OF NATURAL RESOURCES
- DNRMS - DNR MONUMENT SET
- DS - DRIVE
- EL - ELECTRIC BOX
- ELM - ELECTRIC MEMBERSHIP CORP.
- EP - EDGE OF PAVEMENT
- EP - FACE OF CURB
- EP - FENCE CORNER
- EP - FIRE DEPARTMENT CONNECTION
- EP - FINISHED FLOOR ELEVATION
- EP - FIRE HYDRANT
- EP - FENCE LINE
- EP - FIBER OPTIC CABLE MARKER
- EP - FENCE POST
- EP - FLAG POLE
- EP - GAS LINE MARKER POST
- EP - GAS METER
- EP - GATE POST
- EP - GUY POLE
- EP - GEORGIA POWER COMPANY
- EP - GUARD RAIL
- EP - GAS VALVE
- EP - GUY WIRE
- EP - HIGH DENSITY POLYETHYLENE
- EP - HANDICAP PARKING SPACE
- EP - HIGH VOLTAGE POWER POLE
- EP - HEADWALL
- EP - HIGHWATER
- EP - IRON PIN FOUND
- EP - IRON PIN PLACED (1/2" RB WCAP)
- EP - INTERMEDIATE REGIONAL FLOOD
- EP - JUNCTION BOX

SYMBOL LEGEND

- AC - AIR CONDITIONING UNIT
- AE - BACKFLOW PREVENTOR
- AL - BLUE PAINT MARK(WATER)
- BL - BOLLARD
- BS - BSO/AT&T/COMM BOX
- BSM - BSO/AT&T/COMM MANHOLE
- BSF - CONCRETE MONUMENT FOUND
- CL - CLEANOUT
- CTV - CABLE TV BOX
- CTF - FIBER OPTIC CABLE MARKER
- CTC - FIRE DEPT CONNECTION
- CTH - FIRE HYDRANT
- CTG - GAS LINE MARKER POST
- CTM - GAS MANHOLE
- CTN - GAS METER
- CTP - GAS VALVE
- CTQ - GEORGIA POWER COMPANY MANHOLE
- CTR - GREASE TRAP
- CTU - GUYPOLE
- CTV - GUYWIRE
- CTW - IRRIGATION CONTROL VALVE
- CTX - IRON PIN FOUND
- CTY - LAMP POST/LIGHT POLE
- CTZ - MAIL BOX/KIOSK
- CTA - MONITORING WELL
- CTB - ORANGE PAINT MARK(TELE/COMM)
- CTC - POWERED BOX
- CTD - POWER POLE
- CTE - POWER MANHOLE
- CTF - POWER METER
- CTG - RED PAINT MARK(POWER)
- CTH - SIGN
- CTI - TRAFFIC SIGNAL BOX
- CTJ - TRAFFIC SIGNAL
- CTK - TRANSFORMER
- CTL - UTILITY BOX
- CTM - UTILITY MANHOLE
- CTN - UTILITY POLE
- CTO - VALVE MARKER POST
- CTP - WATER MANHOLE
- CTQ - WATER METER
- CTR - WATER VALVE
- CTS - CROSS WALK SIGNAL POLE
- CTT - YELLOW PAINT MARK(GAS)
- CTU - CABLE TV
- CTV - FENCE LINE
- CTW - POWER LINE
- CTX - POWER & TELEPHONE
- CTY - GAS LINE
- CTZ - TELEPHONE LINE
- CTA - UG POWER
- CTB - UG INLET
- CTC - YELLOW PIN FLAG
- CTD - YELLOW PAINT MARK

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

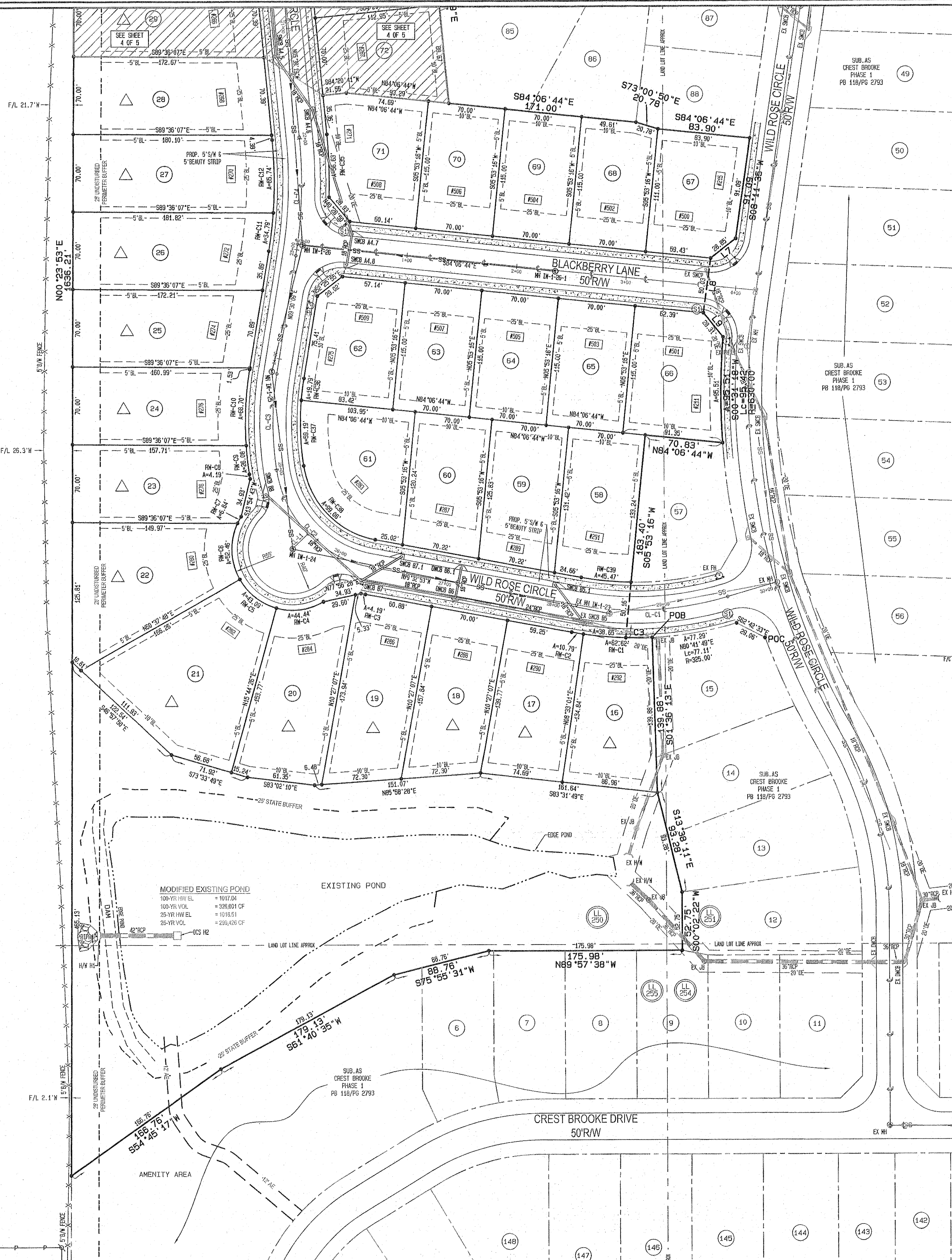
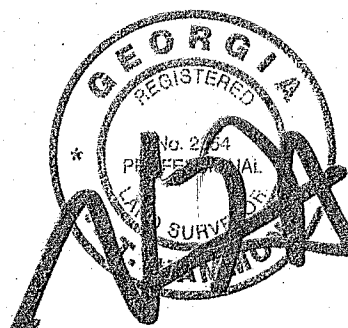


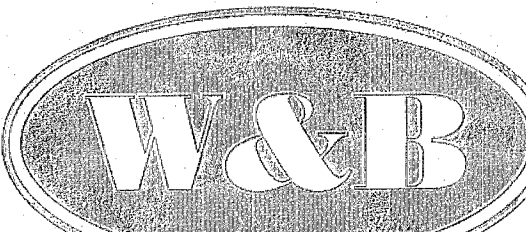
Exhibit A

FINAL PLAT FOR CREST BROOKE PHASE 2B LOCATED IN

LAND LOTS 250, 251, 254 & 255
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



NO.	DATE	BY	DESCRIPTION
1.	06/17/20	JUT	ADDRESS CITY COMMENTS.



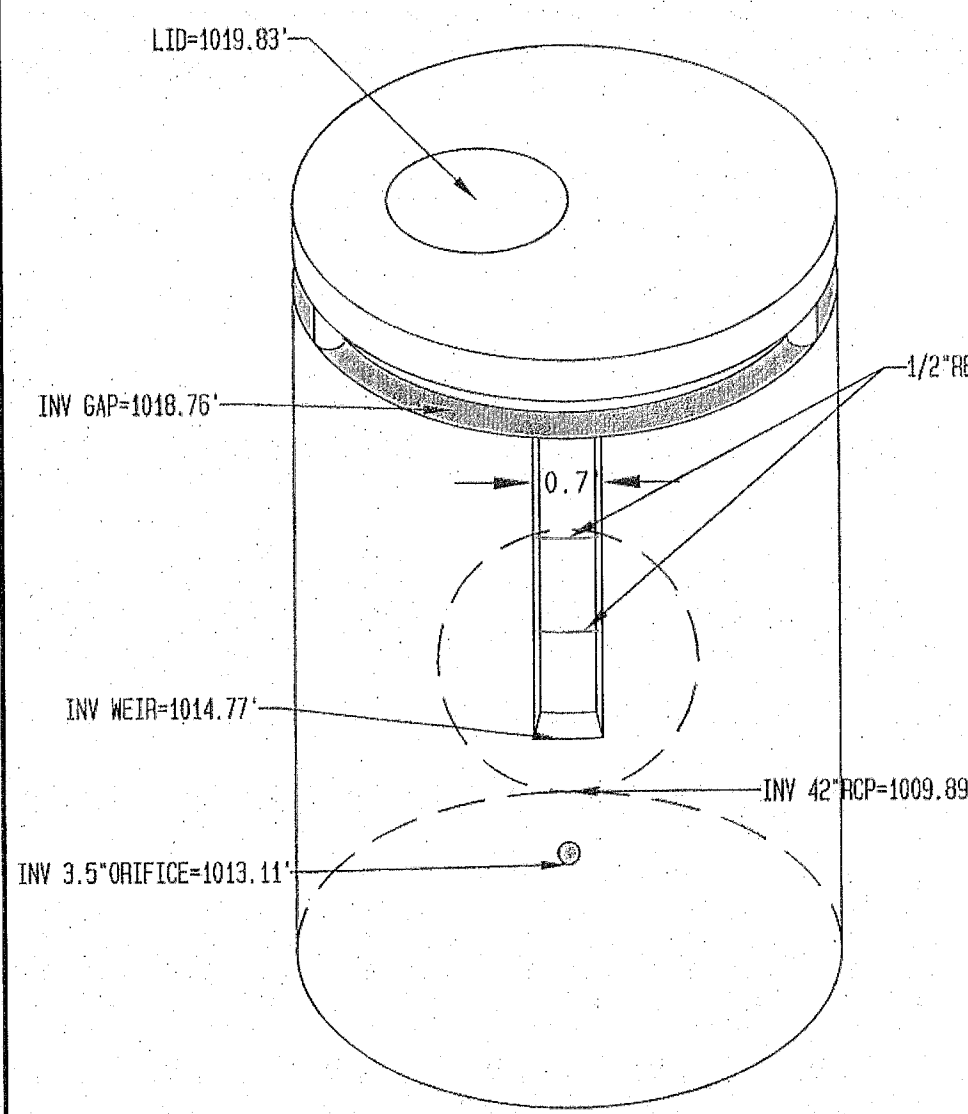
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW - SUITE 225
MARIETTA, GEORGIA 30060
PHONE: (770) 324-6192
FAX: (770) 324-6370
WWW.WBENG.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	05/01/2017
DATE UPDATED:	N/A
SURVEYED BY:	ANT
DATE DRAFTED:	01/08/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	JUT
CHECKED BY:	RUB
FIELD BOOK #:	2515
JOB NUMBER:	170330
FOLDER NUMBER:	170330
DISC FILE:	6\ENR\170330\170330-FP-49-P1-2
COUNTY/L.D/S:	CHEROKEE/250/15/2
PL FILE:	US/250/15/2
SHEET:	3 OF 5

WS Agenda Item III-L

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

CENTERLINE CURVE CHART			
LINE	INC	CHORD BEARING	CHORD RADIUS
CL-C1	139.11'	S87°10'04"W	137.87' 300.00'
CL-C2	130.02'	N44°04'25"W	121.87' 105.00'
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CL-C4	107.14'	N01°55'25"E	106.83' 405.00'
CL-C5	193.77'	N26°03'57"E	184.02' 175.00'
CL-C6	200.31'	N76°00'13"E	196.95' 315.00'
CL-C7	153.50'	S41°48'17"E	138.87' 100.00'
CL-C8	143.22'	S85°51'28"E	143.10' 1000.00'
CL-L1	20.00'	S45°55'35"W	
CL-L2	35.58'	N48°11'43"E	

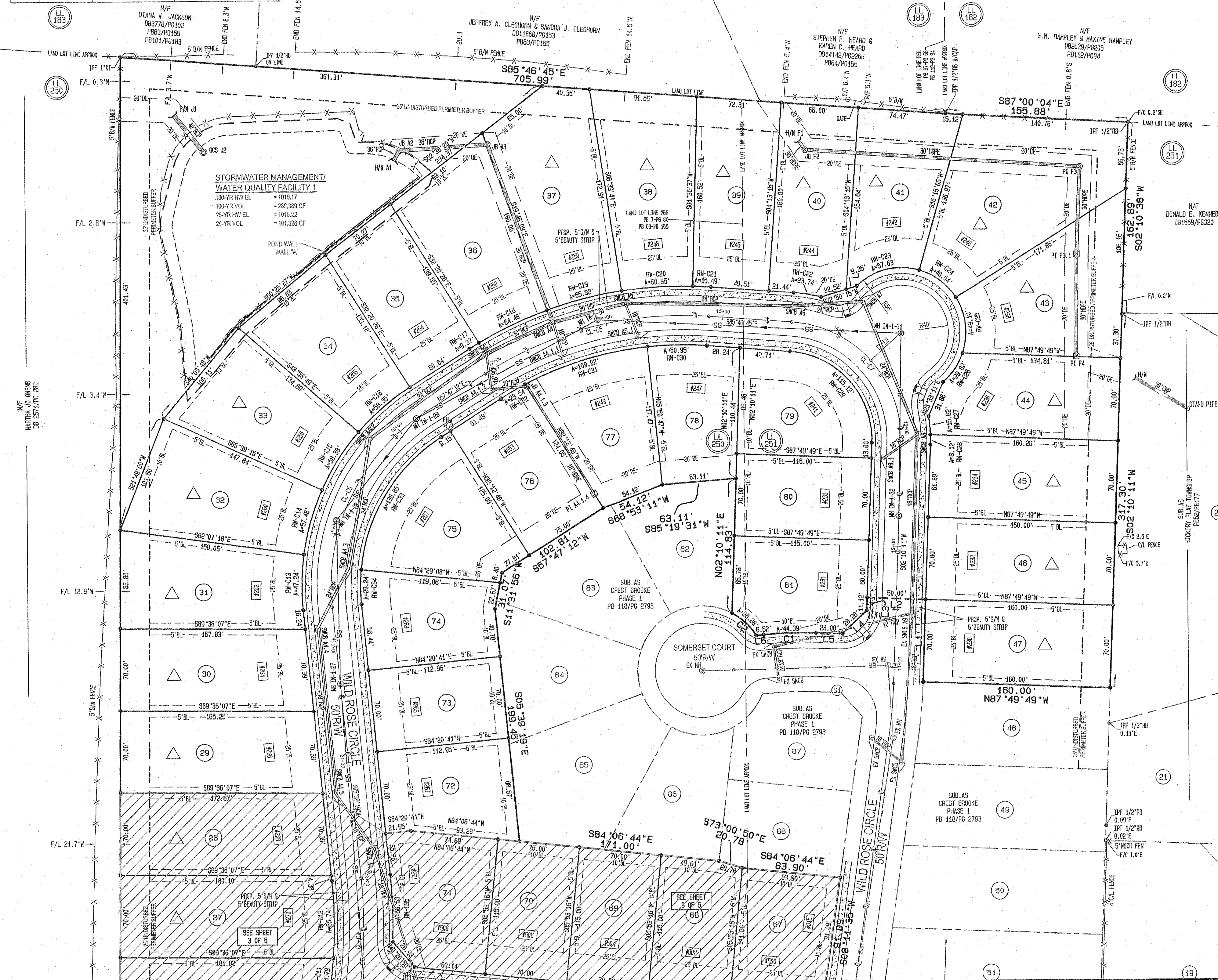


OCS J2 DETAILS
N.T.S.
W.Q. FACILITY #1

	LOT	AREA	CH	FT
	LOT	AREA (SQ FT)	ACRES	
16	10755	0.23313		
17	9921	0.22719		
18	10416	0.23913		
19	10676	0.26807		
20	12211	0.28033		
21	10535	0.37962		
22	13503	0.32104		
23	12534	0.25282		
24	10273	0.23283		
25	11662	0.26173		
26	12429	0.28533		
27	12742	0.2925		
28	12347	0.26344		
29	11827	0.27155		
30	11308	0.25959		
31	11587	0.27421		
32	11973	0.25977		
33	10931	0.23339		
34	9038	0.21689		
35	11592	0.27439		
36	14371	0.32999		
37	10527	0.26765		
38	10398	0.25249		
39	10273	0.2419		
40	10396	0.23989		
41	12766	0.30986		
42	13174	0.30242		
43	10642	0.2443		
44	11201	0.25719		
45	12201	0.25719		
46	9139	0.21330		
47	9300	0.2057		
48	8513	0.1977		
49	10456	0.24049		
50	8063	0.2068		
51	8059	0.1848		
52	8059	0.1848		
53	8059	0.1848		
54	8059	0.1848		
55	9598	0.22019		
56	8855	0.20787		
57	8059	0.1848		
58	8059	0.1848		
59	8059	0.1848		
60	8059	0.1848		
61	8059	0.1848		
62	8059	0.1848		
63	8059	0.1848		
64	8059	0.1848		
65	8059	0.1848		
66	8059	0.1848		
67	8059	0.1848		
68	8059	0.1848		
69	8059	0.1848		
70	8059	0.1848		
71	8059	0.1848		
72	8059	0.1848		
73	7197	0.2015		
74	6714	0.1552		
75	7197	0.2015		
76	9368	0.21549		
77	9976	0.22529		
78	8172	0.1874		
79	8854	0.20529		
80	8059	0.1848		
81	8059	0.2048		
82	7000	0.16		
83	7000	0.16		
84	7000	0.16		
85	7000	0.16		
86	7000	0.16		
87	7000	0.16		
88	7000	0.16		
89	7000	0.16		
90	7000	0.16		
91	7000	0.16		
92	7000	0.16		
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94	7000	0.16		
95	7000	0.16		
96	7000	0.16		
97	7000	0.16		
98	7000	0.16		
99	7000	0.16		
100	7000	0.16		
101	7000	0.16		
102	7000	0.16		
103	7000	0.16		
104	7000	0.16		
105	7000	0.16		
106	7000	0.16		
107	7000	0.16		
108	7000	0.16		
109	7000	0.16		
110	7000	0.16		
111	7000	0.16		
112	7000	0.16		
113	7000	0.16		
114	7000	0.16		
115	7000	0.16		

LINE	RIGHT OF WAY BY CURVE CHART			
	LINE	ARC	CHORD BEARING	CHORD RADIUS
RW-C1	62.82	586°58'12"E	62.93	325.00'
RW-C2	10.79	509°39'55"E	10.79	325.00'
RW-C3	4.19	578°39'26"E	4.19	130.00'
RW-C4	4.44	582°31'48"E	4.44	130.00'
RW-C5	4.00	521°48'13"E	4.00	95.00'
RW-C6	52.46	502°02'44"E	50.49	95.00'
RW-C7	6.84	528°50'20"E	6.84	55.00'
RW-C8	4.41	509°31'23"E	4.19	130.00'
RW-C9	26.06	506°06'32"E	26.07	300.00'
RW-C10	68.70	502°50'51"E	68.95	300.00'
RW-C11	68.70	502°50'51"E	68.95	300.00'
RW-C12	65.45	500°41'58"E	65.66	300.00'
RW-C13	47.24	501°05'42"E	47.13	200.00'
RW-C14	57.46	816°06'44"E	57.28	200.00'
RW-C15	58.38	532°42'28"E	58.17	200.00'
RW-C16	58.38	549°25'41"E	58.95	200.00'
RW-C17	58.38	549°25'41"E	58.95	200.00'
RW-C18	64.48	554°47'52"E	64.38	340.00'
RW-C19	65.92	575°47'05"E	65.81	340.00'
RW-C20	60.95	586°28'28"E	60.87	340.00'
RW-C21	15.49	587°05'15"E	15.49	340.00'
RW-C22	23.74	590°20'22"E	23.70	125.00'
RW-C23	53.63	576°14'36"E	56.33	125.00'
RW-C24	48.40	582°40'07"E	47.16	125.00'
RW-C25	49.10	580°27'52"E	47.49	95.00'
RW-C26	29.82	N04°38'34"E	29.45	55.00'
RW-C27	15.52	N05°07'15"E	15.51	125.00'
RW-C28	8.12	N00°19'33"E	8.12	125.00'
RW-C29	115.12	S41°48'17"E	104.15	75.00'
RW-C30	109.92	S39°17'43"E	109.26	290.00'
RW-C31	109.92	S73°17'43"E	109.26	290.00'
RW-C32	23.54	N50°45'03"E	23.53	290.00'
RW-C33	136.85	N31°39'02"E	132.15	150.00'
RW-C34	29.24	N00°04'14"E	29.20	150.00'
RW-C35	56.33	N11°52'57"E	56.99	430.00'
RW-C36	19.79	N07°08'59"E	19.79	250.00'
RW-C37	19.79	N11°48'59"E	19.79	250.00'
RW-C38	99.06	N44°04'21"E	92.85	80.00'
RW-C39	45.47	N48°17'05"E	45.42	275.00'
RW-C40	10.95	N69°33'10"E	10.95	125.00'
RW-C41	50.04	N87°57'00"E	50.03	1025.00'
RW-C42	50.04	N85°08'50"E	50.18	1025.00'
RW-C43	50.04	N85°08'50"E	50.18	1025.00'
RW-C44	21.26	S46°21'59"E	21.15	95.00'
RW-C45	51.85	S49°37'08"E	50.22	95.00'
RW-C46	73.40	N29°59'04"E	68.07	55.00'
RW-C47	68.20	N43°56'11"E	64.18	95.00'
RW-C48	92.57	S72°49'26"E	90.99	95.00'
RW-C49	25.74	S86°11'51"E	25.74	95.00'
RW-C50	42.43	S86°51'16"E	37.43	975.00'
RW-C51	55.72	S89°55'30"E	55.71	975.00'
RW-C52	46.48	S88°35'41"E	46.48	975.00'

BOUNDARY LINE/CURVE CHART			
L/INE	ARC	CHORD BEARING	CHORD RADIUS
L1	70.00'	N02°10'11"E	
L2	50.00'	N87°49'49"W	
L3	11.12'	S02°10'11"W	
L4	28.28'	S47°10'11"W	
L5	23.00'	N87°49'49"W	
C1	44.39'	S98°15'26"W	44.35'
L6	6.52'	S84°20'41"W	
C2	28.28'	N47°25'16"W	27.97'
L7	28.85'	S52°02'25"W	
L8	50.03'	S07°56'34"W	
L9	28.31'	S39°10'13"E	
C3	23.97'	N89°37'22"E	23.96'
L10	9.25'	S89°57'38"E	
L11	15.84'	N86°40'23"W	
L12	23.55'	S75°30'42"W	
L13	3.47'	S50°57'07"W	
L14	61.50'	N67°05'20"W	
L15	16.14'	N52°37'19"W	
L16	51.70'	N74°23'32"W	
L17	25.42'	S02°06'22"E	
L18	58.08'	N82°35'33"W	
L19	36.94'	N38°50'13"W	
L20	39.54'	S50°21'42"W	
L21	19.96'	S22°34'15"E	
L22	23.15'	S57°57'32"W	
L23	44.28'	S66°12'11"W	
L24	51.78'	N85°45'01"W	
L25	24.09'	S30°58'13"W	



(IN FEET)
1 inch = 50 ft.

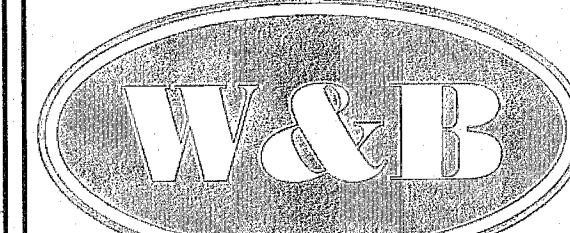
LUCA SWARTNER REP. STATION 0094 & 0093
14 GRID NORTH~WEST ZONE

Exhibit A

FINAL PLAT FOR
CREST BROOKE
PHASE 2B
LOCATED IN
LAND LOTS 250, 251, 254 &
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRING
CHEROKEE COUNTY, GEORGIA



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1.	06/17/20	JJT	ADDRESS CITY COMMENTS.



WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW - SUITE 22
MARIETTA, GEORGIA 30060
PHONE: (770) 324-6192
FAX: (770) 694-6870
WWW.WBENG.COM
LSF000429 - PEF000714

SCALE: 1" = 50'
DATE SURVEYED: 05/01/2014
DATE UPDATED: N/A
SURVEYED BY: N/A
DATE DRAFTED: 01/08/2020
UPDATE DRAFTED: N/A
DRAWN BY: JH
CHECKED BY: BJH
FIELD BOOK #: 2614
JOB NUMBER: 170330
FOLDER NUMBER: N/A
COGO FILE: N/A
DISC FILE: G:\ENHPI\170330\DMG\170330-PP-AB-PH
COUNTY/L/D/S: CHEROKEE/250/15/1
PLAT FILE:
SHEET: 4 OF 6

Plat
Recorded 8/12/2020 9:05 AM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 119 Page 314
Participant IDs: 9550823439

WS Agenda Item III-L

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM

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

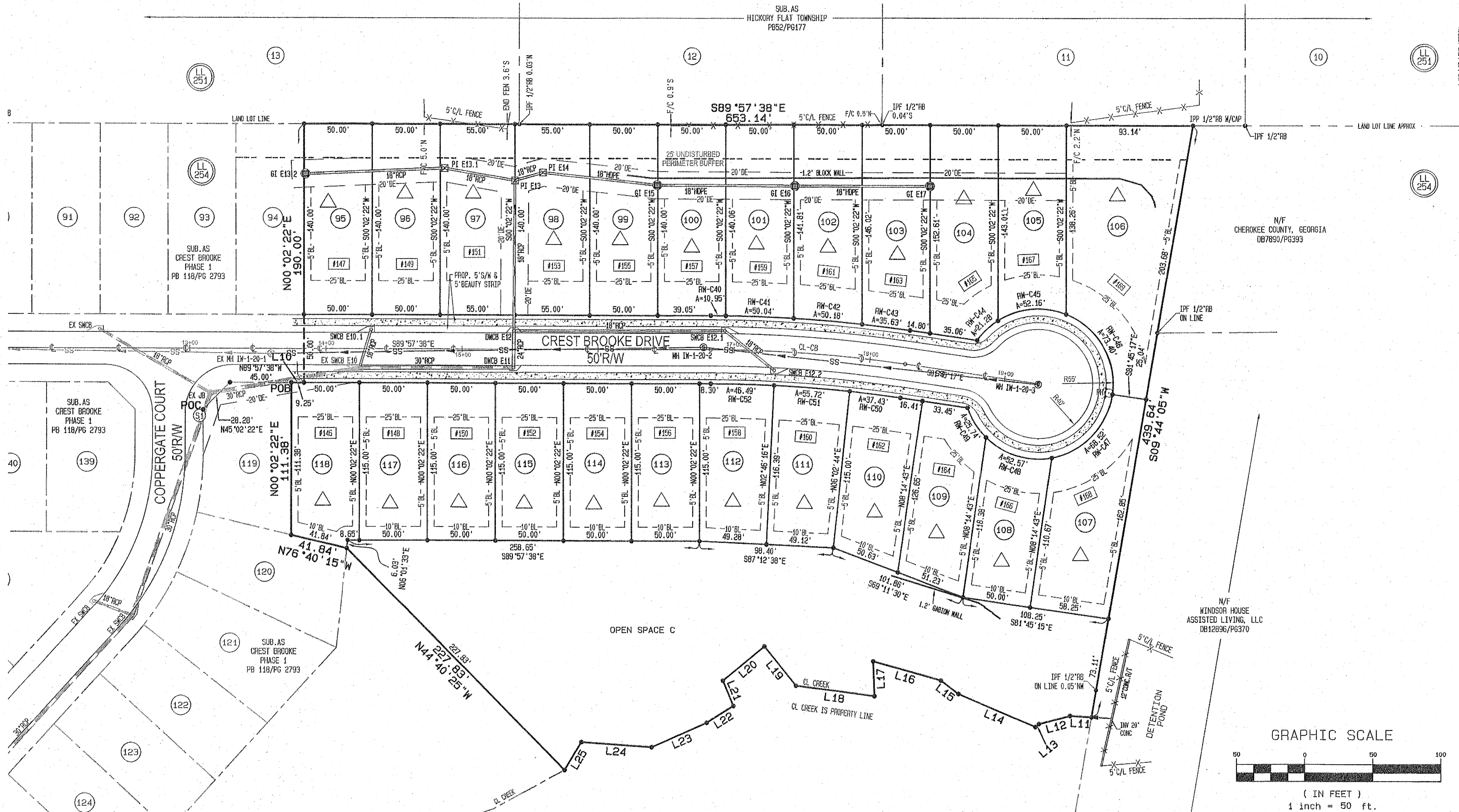
[Signature]
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY
DATE 7-31-2020

LINE	ARC	CHORD BEARING	CHORD	RADIUS
CL-C1	130.11	S87°10'04"W	137.87	390.00'
CL-C2	130.02	N44°04'25"W	121.87	105.00'
CL-C3	66.88	N00°27'06"E	66.52	275.00'
CL-C4	107.14	N01°55'25"E	106.83	405.00'
CL-C5	193.77	N26°03'57"E	184.02	175.00'
CL-C6	200.31	N76°00'13"E	195.89	315.00'
CL-C7	153.59	S41°46'17"E	150.87	100.00'
CL-C8	143.22	S85°51'28"E	143.10	1000.00'
CL-L1	20.00	S45°55'35"W		
CL-L2	35.58	N48°11'43"E		

LOT	AREA (SQ FT)	ACRES
16	10155	0.2332
17	10274	0.2374
18	10416	0.2393
19	11577	0.2657
20	12211	0.2803
21	16535	0.3799
22	12683	0.2901
23	11036	0.2534
24	11059	0.2537
25	11052	0.2573
26	12423	0.2853
27	12743	0.2935
28	12247	0.2836
29	11827	0.2715
30	11308	0.2599
31	11475	0.2642
32	11504	0.2739
33	10923	0.2505
34	10151	0.2336
35	9535	0.2189
36	11552	0.2748
37	14371	0.3292
38	12527	0.2879
39	11788	0.2701
40	11109	0.2553
41	8574	0.1983
42	15450	0.3763
43	14546	0.3338
44	10843	0.2471
45	11801	0.2712
46	11200	0.2572
47	12300	0.2812
48	9338	0.2147
49	9004	0.2050
50	8613	0.1972
51	10455	0.2405
52	9363	0.2097
53	8559	0.1948
54	8551	0.1940
55	8550	0.1940
56	9588	0.2201
57	8885	0.2032
58	8009	0.1837
59	8550	0.1940
60	8550	0.1940
61	9338	0.2147
62	9004	0.2050
63	8613	0.1972
64	10455	0.2405
65	9363	0.2097
66	8559	0.1948
67	8551	0.1940
68	8550	0.1940
69	9588	0.2201
70	8885	0.2032
71	8009	0.1837
72	8550	0.1940
73	7907	0.1815
74	8510	0.1935
75	11045	0.2535
76	9338	0.2147
77	9575	0.2201
78	8112	0.1870
79	8944	0.2052
80	9550	0.1940
81	8223	0.2045
82	9004	0.1950
83	7000	0.1600
84	7000	0.1600
85	7000	0.1600
86	7000	0.1600
87	7000	0.1600
88	7000	0.1600
89	7000	0.1600
90	7000	0.1600
91	7000	0.1600
92	7000	0.1600
93	7000	0.1600
94	7000	0.1600
95	7000	0.1600
96	7000	0.1600
97	7000	0.1600
98	7000	0.1600
99	7000	0.1600
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101	7000	0.1600
102	7000	0.1600
103	7000	0.1600
104	7000	0.1600
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118	7000	0.1600
119	7000	0.1600
120	7000	0.1600
121	7000	0.1600
122	7000	0.1600
123	7000	0.1600
124	7000	0.1600
125	7000	0.1600

LINE	ARC	CHORD BEARING	CHORD	RADIUS
RM-C1	62.62	S88°58'12"E	62.53	325.00'
RM-C2	10.79	S89°25'55"E	10.79	325.00'
RM-C3	4.19	S78°37'26"E	4.19	130.00'
RM-C4	44.44	N82°35'42"E	43.24	55.00'
RM-C5	43.09	S51°48'53"E	42.00	55.00'
RM-C6	52.46	S02°02'44"E	50.49	55.00'
RM-C7	6.84	S28°59'28"W	6.84	55.00'
RM-C8	4.19	S89°25'55"E	4.19	130.00'
RM-C9	26.08	S88°58'12"E	26.07	325.00'
RM-C10	68.70	S02°55'31"W	68.55	300.00'
RM-C11	34.79	S06°52'45"W	34.78	380.00'
RM-C12	65.74	S00°41'58"E	65.65	380.00'
RM-C13	47.24	S01°06'42"W	47.13	200.00'
RM-C14	57.48	S10°05'44"W	57.28	200.00'
RM-C15	52.35	S32°42'28"W	50.17	200.00'
RM-C16	58.35	S49°25'41"W	56.15	200.00'
RM-C17	9.37	S98°34'33"W	9.37	340.00'
RM-C18	64.48	S64°47'52"W	64.38	340.00'
RM-C19	65.92	S75°47'05"W	65.81	340.00'
RM-C20	60.95	S86°28'28"W	60.87	340.00'
RM-C21	15.49	N87°05'04"W	15.49	340.00'
RM-C22	23.74	N80°23'22"W	23.70	125.00'
RM-C23	56.69	S75°40'59"W	53.34	55.00'
RM-C24	38.54	N55°14'19"W	37.75	55.00'
RM-C25	52.10	N08°01'38"W	50.18	55.00'
RM-C26	29.82	N34°38'34"E	29.45	55.00'
RM-C27	15.62	N05°07'51"W	15.61	125.00'
RM-C28	8.12	N00°18'33"E	8.12	125.00'
RM-C29	115.12	S41°48'17"E	104.15	75.00'
RM-C30	50.95	N89°11'14"E	50.89	220.00'
RM-C31	109.92	N73°17'43"E	109.25	220.00'
RM-C32	23.54	N60°06'43"E	23.53	220.00'
RM-C33	136.85	N31°39'02"E	132.15	150.00'
RM-C34	29.24	N00°04'14"W	29.20	150.00'
RM-C35	56.63	N01°52'07"W	56.59	430.00'
RM-C36	19.79	N07°14'03"E	19.79	250.00'
RM-C37	58.13	N01°48'59"W	55.05	220.00'
RM-C38	99.05	N44°04'25"W	92.85	80.00'
RM-C39	45.47	N84°11'05"W	45.42	275.00'
RM-C40	10.95	N89°39'16"W	10.95	1025.00'
RM-C41	50.04	N87°57'00"W	50.03	1025.00'
RM-C42	50.18	N85°08'56"W	50.18	1025.00'
RM-C43	35.63	N82°45'02"W	35.63	1025.00'
RM-C44	21.28	S46°21'59"W	21.15	55.00'
RM-C45	52.16	S84°37'08"W	50.22	55.00'
RM-C46	73.40	N28°59'04"W	68.07	55.00'
RM-C47	68.52	N43°55'11"E	64.18	55.00'
RM-C48	92.57	S72°59'28"E	90.99	55.00'
RM-C49	25.74	S32°11'59"E	25.51	55.00'
RM-C50	37.43	S82°51'15"E	37.43	975.00'
RM-C51	55.72	S85°35'30"E	55.71	975.00'
RM-C52	46.49	S88°35'41"E	46.48	975.00'

LINE	ARC	CHORD BEARING	CHORD	RADIUS
L1	70.00'	N02°10'11"E		
L2	50.00'	N87°49'49"W		
L3	11.12'	S02°10'11"W		
L4	28.28'	S47°10'11"W		
L5	23.00'	N87°49'49"W		
C1	44.39'	S88°15'26"W	44.35'	325.00'
L6	6.52'	S84°20'41"W		
C2	28.28'	N47°25'16"W	27.97'	55.00'
L7	28.85'	S52°02'25"W		
L8	50.03'	S07°56'34"W		
L9	28.31'	S39°10'13"E		
C3	23.97'	N89°37'22"E	23.96'	325.00'
L10	9.25'	S89°57'38"E		
L11	15.84'	N86°40'23"W		
L12	23.55'	S75°30'42"W		
L13	3.47'	S50°57'07"W		
L14	61.50'	N67°05'20"W		
L15	16.14'	N52°37'19"W		
L16	51.70'	N74°23'32"W		
L17	25.42'	S02°06'22"E		
L18	58.08'	N82°35'33"W		
L19	36.94'	N38°50'13"W		
L20	39.54'	S50°21'42"W		
L21	19.95'	S22°34'15"E		
L22	23.15'	S57°57'32"W		
L23	44.28'	S66°12'11"W		
L24	51.78'	N85°45'01"W		
L25	24.09'	S30°58'13"W		



LEGEND

- A - ARC
- AL - ACCESS EASEMENT
- ALC - ATLANTA GAS LIGHT COMPANY
- ASP - ASPHALT
- BB - BOTTOM OF BANK
- BC - BACK OF CURB
- BD - BUILDING CORNER
- BFE - BASE FLOOD ELEVATION
- BL - BUILDING SETBACK LINE
- BM - BENCHMARK
- BPM - BLUE PRINT MARK
- BS - BOTTOM OF SLOPE
- BSO - BELLSOUTH TELEPHONE CO.
- BSOCH - BELLSOUTH CABLE MARKER
- BSOCHM - BELLSOUTH MANHOLE
- BW - BOTTOM OF WALL
- BWV - BARBED WIRE
- CB - CATCH BASIN
- CCA - CORNER CONCRETE APRON
- CCW - CORNER CONCRETE WALK
- CI - CURB INLET
- CL - CENTERLINE
- CLM - CONCRETE MONUMENT FOUND
- CLP - CORRUGATED METAL PIPE
- CO - CLEANOUT
- CP - CHANNEL PROTECTION
- CT - CRIMBED TOP PIPE
- CTV - CABLE TELEVISION
- CO - CONCRETE WALK
- DB - DEED BOOK
- DC - DRAINAGE EASEMENT
- DI - DROP INLET
- DI - DOTTLE IRON PIPE
- DN - DEPT OF NATURAL RESOURCES
- DNMS - DNR MONUMENT SET
- DR - DRIVE
- EB - ELECTRIC BOX
- EMC - ELECTRIC MEMBERSHIP CORP.
- EP - EDGE OF PAVEMENT
- FC - FENCE CORNER
- FCC - FIRE DEPARTMENT CONNECTION
- FTE - FINISHED FLOOR ELEVATION
- FI - FIRE HYDRANT
- FL - FENCE LINE
- FLM - FIBRE OPTIC CABLE MARKER
- FP - FENCE POST
- FLP - FLAG POLE
- GLMP - GAS LINE MARKER POST
- GM - GAS METER
- GP - GATE POST
- GUP - GUY POLE
- GWC - GEORGIA POWER COMPANY
- GWR - GUARD RAIL
- GW - GUY WIRE
- HWP - HIGH VOLTAGE POLYETHYLENE
- HC - HANDICAP PARKING SPACE
- HWP - HIGH VOLTAGE POWER POLE
- HWW - HEADWALL
- HW - HIGHWAY
- INV - INVERT
- IPF - IRON PIN FOUND
- IPP - IRON PIN PLACED (1/2" R/W CAP)
- IRF - INTERMEDIATE REGIONAL FLOOD
- JS - JUNCTION BOX
- LC - LIMIT OF CURB
- LC - LENGTH OF CHORD
- LL - LAND LOT LINE
- LLP - LANDSCAPED AREA
- LP - LAMP POST/LIGHT POLE
- MB - MAILBOX
- MFE - MINIMUM FLOOR ELEVATION
- MFP - MAIL MAIL PLACED
- MW - MONITORING WELL
- NF - NAIL FOUND
- NF - NOW OR FORMERLY
- OCS - OUTLET CONTROL STRUCTURE
- OPF - ORANGE PIN FLAG
- OPM - ORANGE PAINT MARK
- OT - OPEN TOP PIPE
- P - POWER LINE
- PI - PLAT BOOK
- PIS - POWER BOX
- PG - PAGE(S)
- PIV - POST INDICATOR VALVE
- PL - PROPERTY LINE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMERCING
- PM - POWER METER
- PMP - POWER POLE
- PP - POLYVINYLCHLORIDE PIPE
- R - RADIUS
- RV - CURVE TO THE RIGHT
- RE - RE-BAR
- RCP - REINFORCED CONCRETE PIPE
- RFP - RED PIN FLAG
- RFM - RED PAINT MARK
- RR - RAILROAD
- RT - RETAINING
- RW - RIGHT OF WAY
- SE - SERVICE FEET
- SK - SOULI ROAD
- SS - SANITARY SEWER
- SSE - SANITARY SEWER EASEMENT
- SI - SIDEWALK
- T - TELEPHONE LINE
- TB - TRAFFIC SIGNAL BOX
- T2 - TRENCH DRAIN
- TBM - TYPICAL BENCHMARK
- TOP - TOP OF CURB
- TP - TELEPHONE POLE
- TR - TRAFFIC SIGNAL
- TRANS - TRANSMISSION
- TRP - TRAFFIC POLE
- TSI - TRANSIT SIGN
- TW - TEST WELL
- UO - UNDERGROUND
- VB - VALVE BOX
- VMP - VALVE MARKER POST
- W - WATER LINE
- WFL - WETLAND FLAG
- WM - WATER METER
- WQV - WATER QUALITY VOLUME
- WV - WATER VALVE
- X - CORNER
- YI - YARD INLET
- YPR - YELLOW PIN FLAG
- YPM - YELLOW PAINT MARK

SYMBOL LEGEND

- A/C - AIR CONDITIONING UNIT
- BP - BACKFLOW PREVENTOR
- BP - BLUE PAINT MARK(WATER)
- BL - BOLLARD
- BSO - BSO/AT&T/COMM BOX
- BSOCH - BSO/AT&T/COMM MANHOLE
- BSOCHM - BSO/AT&T/COMM FOUND
- CLE - CLEANOUT
- CTV - CABLE TV BOX
- CTV - FIBER OPTIC CABLE MARKER
- CTV - FIRE DEPT CONNECTION
- CTV - FIRE HYDRANT
- CTV - GAS LINE MARKER POST
- CTV - GAS MANHOLE
- CTV - GAS METER
- CTV - GAS VALVE
- CTV - GEORGIA POWER COMPANY MANHOLE
- CTV - GREASE TRAP
- CTV - GUY POLE
- CTV - GUY WIRE
- CTV - IRRIGATION CONTROL VALVE
- CTV - IRON PIN FOUND
- CTV - LAMP POST/LIGHT POLE
- CTV - MAIL BOX/BOX
- CTV - MONITORING WELL
- CTV - ORANGE PAINT MARK(TELE/COMM)
- CTV - POWER/REG BOX
- CTV - POWER POLE
- CTV - POWER MANHOLE
- CTV - POWER METER
- CTV - RED PAINT MARK(POWER)
- CTV - SIGN
- CTV - TRAFFIC SIGNAL BOX
- CTV - TRAFFIC POLE
- CTV - TRAFFIC SIGNAL
- CTV - TRANSFORMER
- CTV - UTILITY BOX
- CTV - UTILITY MANHOLE
- CTV - UTILITY POLE
- CTV - VALVE MARKER POST
- CTV - WATER MANHOLE
- CTV - WATER METER
- CTV - WATER VALVE
- CTV - CROSS WALK SIGNAL POLE
- CTV - YELLOW PAINT MARK(AS)
- CTV - CABLE TV
- CTV - FENCE LINE
- CTV - WETLAND FLAG
- CTV - POWER & TELEPHONE
- CTV - GAS LINE
- CTV - TELEPHONE LINE
- CTV - UG POWER
- CTV - UG TEL
- CTV - WATERLINE

Exhibit A

FINAL PLAT FOR
**CREST BROOKE
PHASE 2A**
LOCATED IN
LAND LOTS 250, 251, 254 & 255
15TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA



NO.	DATE	BY	DESCRIPTION
1	05/17/20	JJT	ADDRESS CITY COMMENTS.

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW - SUITE 225
MARIETTA, GEORGIA 30060
PHONE: (770) 324-6192
FAX: (770) 634-6676
WWW.WBENG.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	05/01/2017
DATE UPDATED:	N/A
SURVEYED BY:	AMT
DATE DRAFTED:	01/08/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	AMT
CHECKED BY:	BJB
FIELD BOOK #:	2515
JOB NUMBER:	170330
FOLDER NUMBER:	170330
COGO FILE:	N/A
DISC FILE:	G:\ENGR\170330\170330-FP-AB-PH-2
COUNTY/L/0/S:	CHEROKEE/250/15/2
PLAT FILE:	B
SHEET:	5 OF 5

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

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

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

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby accept and authorize the following streets, substantially as set forth in Exhibit “A” attached hereto and located within Spring Meadows Subdivision, Phase 2B, to become publicly maintained streets:

Subdivision	Road	Linear Feet
Spring Meadows Phase 2B	Treeline Trail	1688

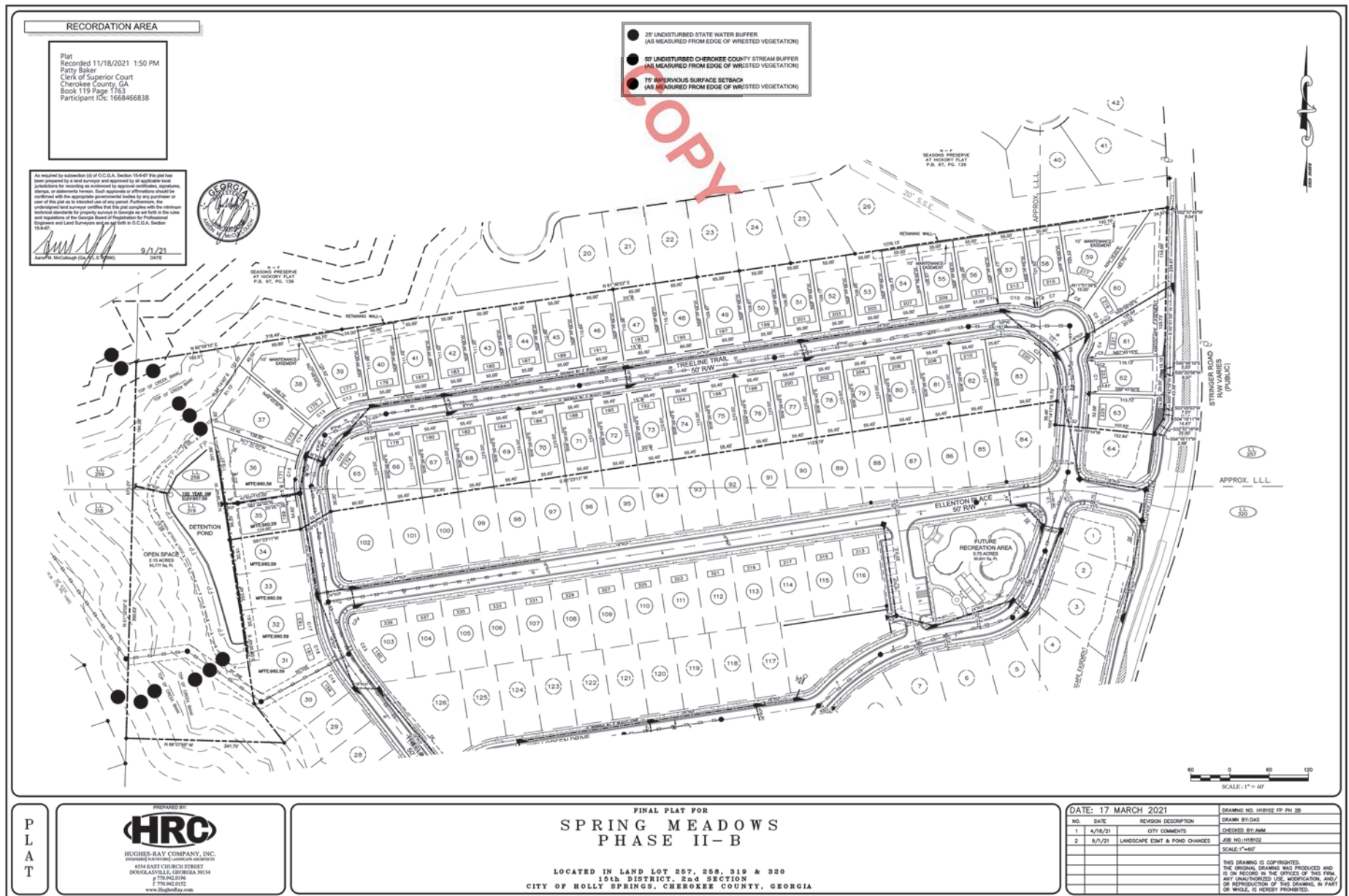
This Resolution is adopted this 15th day of April, 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



Mayor
Steven W. Miller

Council Members
Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael Roy Zenchuk II



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

City Attorney
Robert M. Dyer

City Manager
Robert Logan

City Clerk
Karen Norred

Senator Jon Ossoff
Hart Senate Office Building
Suite 303
Washington, DC 20510

April 8, 2024

Dear Senator Ossoff:

I am writing to express my strong support for the upcoming 50-unit townhome community proposed to be built by Habitat for Humanity North Central Georgia. As a city official, I have witnessed firsthand the challenges our community faces in affordable housing.

I believe Habitat is uniquely positioned to meet communities where they are and help neighbors out of the cycle of poverty by providing affordable housing, allowing new homeowners a place to call home. Habitat gives them a 30-year 0% interest mortgage, so their first check goes toward equity in their home providing an avenue for building wealth and generational wealth for their family. Homeownership makes a significant difference in our community. Each homeowner pays property taxes, homeowner insurance, a termite bond, as well as HOA fees.

One of the key strengths of this project is the collaborative approach Habitat-NCG employs. By bringing together stakeholders from a variety of sectors such as civic, faith, and corporate partnerships, they have created a collaborative funding model. This type of engagement is essential for any successful community project.

Furthermore, I am impressed by the sustainability of this project. With funding from local partners, community support is forthcoming and participative. Many of the partners and sponsors also volunteer to help build the homes alongside the homeowners, creating a cohesive community.

Finally, I believe that this project is an excellent investment in the future of our community. By providing Habitat-NCG with the necessary resources to consider the impact of this subdivision on our community, we can make appropriate and sustainable investments for long-term growth and continued community. This investment will pay dividends for years to come, and I strongly encourage you to approve this funding.

Thank you for your time and consideration.

Sincerely,

Michael R. Zenchuk, II
Mayor Pro-Tem
City of Holly Springs

**COOK'S
PEST CONTROL****Commercial Products & Equipment Order Form**

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

SERVICE AGREEMENT WITH: City Of Holly Springs Offer expires 30 days after: 04/03/2024**SERVICE INFORMATION**

Customer Name: City Of Holly Springs

Service Address:

150 Stringer Rd

Canton, GA 30115

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

BILLING INFORMATION

Account Number: 26027

Customer Name: City Of Holly Springs

Billing Address:

P O Box 990

Holly Springs, GA 30142

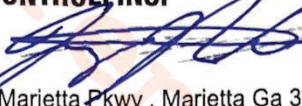
Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

Commercial Product Sales	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Ambush Bait Station	\$120.00	0	0	\$120.00	1	\$120.00
6 Bait Stations						
T-Rex (Rat)	\$105.00	0	0	\$105.00	1	\$105.00
15						

TOTAL FOR THIS PROGRAM

COOK'S PEST CONTROL, INC. GA SP18458, 0

Representative: 

Address: 7778 Marietta Pkwy , Marietta Ga 30060

Phone: 770-424-8888

CUSTOMER'S APPROVAL

Signature: _____

Steven W. Miller

Title: Mayor

Contact Person: Ron Carter

Phone: (770) 345-5536

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

Completion



COOK'S PEST CONTROL

WS Agenda Item III-O

COMMERCIAL AGREEMENT

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

SERVICE AGREEMENT WITH: City Of Holly Springs Offer expires 30 days after: 04/03/2024

SERVICE INFORMATION

Customer Name: City Of Holly Springs

Service Address:

150 Stringer Rd

Canton, GA 30115

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

BILLING INFORMATION

Account Number: 26027

Customer Name: City Of Holly Springs

Billing Address:

P O Box 990

Holly Springs, GA 30142

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

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

This Agreement is for the control of : roaches, ants*, silverfish, rodents, fleas**, ticks**, spiders***, rodents

* See page 2 of this agreement for terms and conditions of fire ant service.

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

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

Pests to be controlled in the following areas of the building(s):

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

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

Cook's will provide, if requested by the customer, additional service trips at: no charge

Equipment will remain the property of Cook's, unless purchased by the Customer. The Customer will be charged for replacing lost or damaged equipment. If equipment was purchased, see Product Sales Agreement for details.

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

SEE PAGES TWO (2) AND THREE (3) OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on page two (2) are incorporated herein by this reference. A certificate of insurance will be provided upon request.

Customer Agrees to Pay:

	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Commercial Pest with Rodent Control						
Com Pest - Initial Service	\$249.00	0	0	\$249.00	1	\$249.00
Rats & Ants						
Com Pest - Monthly	\$120.00	0	0	\$120.00	12	\$1,440.00
TOTAL FOR THIS PROGRAM						

1. **PAYMENT.** Payment for services rendered are net 30. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Agreement can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.

FIRE ANT TERMS AND CONDITIONS

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

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

Georgia Customers: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

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

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

PLEASE READ THIS AGREEMENT CAREFULLY! IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO SEEK REMEDIES IN COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK LEGAL ADVICE! THE FOLLOWING IS MY ACKNOWLEDGMENT THAT I UNDERSTAND AND AGREE TO ALL THE PROVISIONS OF THIS PEST CONTROL AGREEMENT, PAYMENT CHARGES AND TERMS AND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GA SP18458, 0

COOK'S PEST CONTROL, INC.

Representative: 

Address: 777 S Marietta Pkwy, Marietta Ga 30060

Phone: 770-424-8888

CUSTOMER'S APPROVAL

Signature: _____

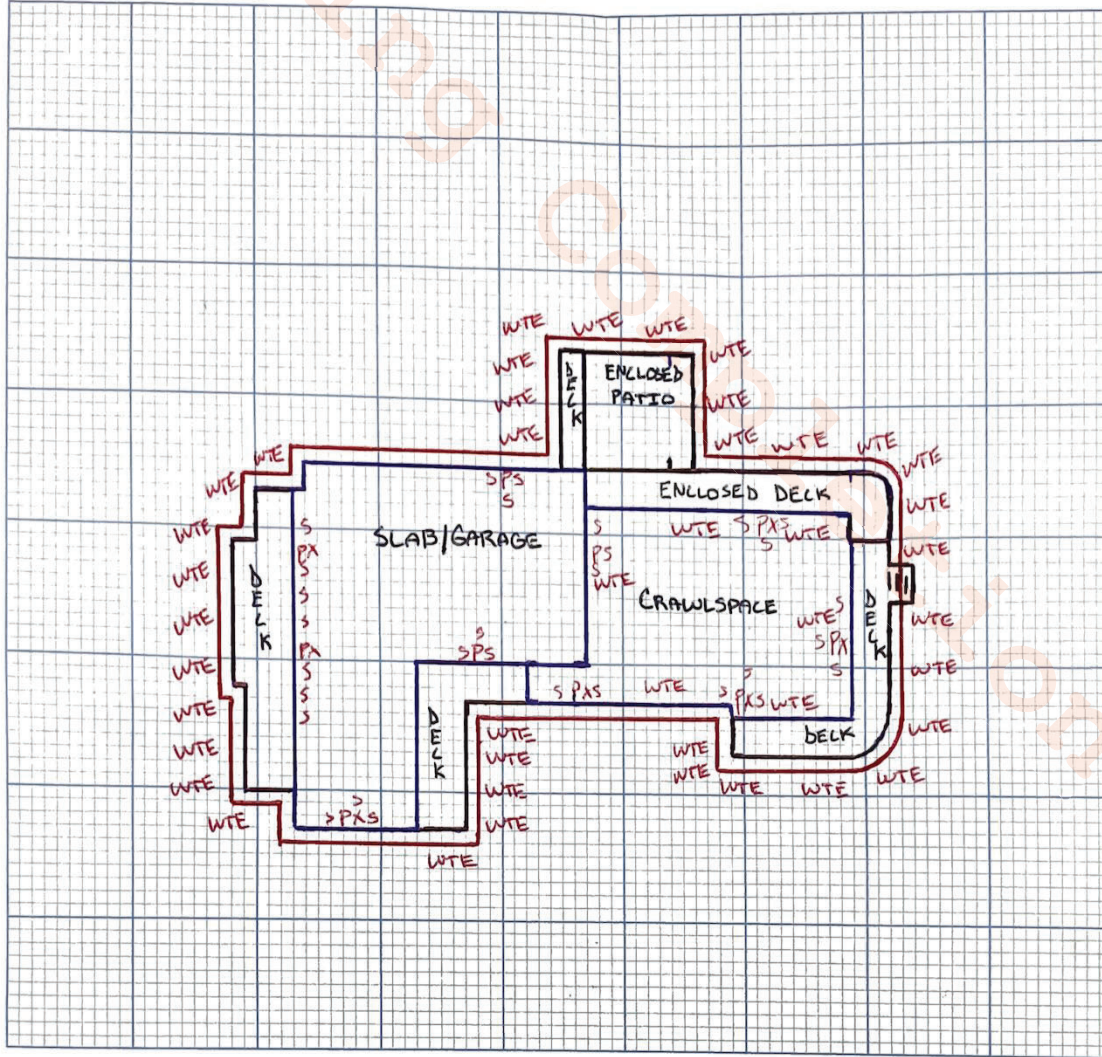
Steven W. Miller

Title: Mayor

Contact Person: Ron Carter

Phone: (770) 345-5536

Name: City of Holly Springs Inspected by: Trey Nash Date: 04/03/2024
Address: 150 Stringer Rd Phone [H]: 770-345-5536 [W]: _____
City: Canton State: Ga Zip: 30115 Email: _____ Cellular: _____



Structural Linear Feet: 386 Structural Sq. Ft.: _____ Sq. Ft. Lawn (if applicable): _____ Scale: NPS Sq. = NPS Lin. Ft.

Key to Inspection:

- | | | |
|---|--------------------------|-----------------------------|
| T – Active Termite Infestation and Suspected Damage | □ – Existing Pier | /// – Excavation Needed |
| P – Previous Termite Infestation and Suspected Damage | M – Moisture Problem | VN – Foundation Vent Needed |
| X – Visible Damage | GC – Ground Cover Needed | WD – Wood Decay |
| S – Suspected Damage | V – Existing Vent | WTE – Wood To Earth |
| | ⓧ – Replace Vents* | _____ |

*Cook's makes no representation or warranty regarding the efficacy or necessity of vents in the control of subterranean termites.

Moisture Readings: Porch Sills _____ Plumbing Areas _____ SubFloor _____
Exterior _____ Porch Columns _____ Other _____

(Moisture content of 20% or greater promotes wood decay and insect infestations.)

If action is not taken to reduce the wood moisture content, damage to the structure is likely to occur.)

The designation of a current or previous infestation, damage or moisture condition on this report is not intended to reflect the total extent of the condition. The evidence of an active or previous infestation of subterranean termites may be synonymous with damage, and such damage and any need of corrective repairs needs to be evaluated by the property owner and/or their qualified building expert to determine the extent of damage and the need for repair.

I understand this is a visual inspection and does not reflect conditions inside walls and areas not visible.



Owner/Agent _____

Date 4/15/2024

OFFICIAL WAIVER**of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites****NOTICE TO PROPERTY OWNERS/AGENT**

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

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

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

Name of Company: Cook's Pest Control, Inc.

Address of Company: 777 S. Marietta Pkwy Marietta Ga, 30060

Owner of Property: City of Holly Springs

Inspector Name and Certification/Registration Number: Trey Nash SP18458

Address of Structure Treated – Note: A separate Official Waiver of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites is required for each individual structure. Reproduction of the Official Waiver of the Georgia Minimum Treatment Standards for the Control of Subterranean Termites for multi structures is not acceptable.

150 Stringer Rd Canton Ga, 30115

Phone Number of Property Owner/Agent: 770-345-5536

TERMITE CONTROL TYPE OF TREATMENT: CHECK ONE

- ☐ Comprehensive Post Construction Soil Treatment ☐ Pre-Construction Soil Treatment
☐ Defined Post Construction Soil Treatment ☐ Alternate Application Technique ☐ Yes

Indicate with a check mark those items that DO NOT meet the minimum treatment standards:

Soil Treatments – For defined post construction soil treatments and preconstruction soil treatments, only items #1 and 2 are applicable.

- | | |
|---|--------------------------|
| Date Job Completed _____ | NO |
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed or insulated | ☐ |
| 3. Crawl space clearance 18 inches or greater | ☐ |
| 4. Termite tunnels removed | ☐ |
| 5. Foundation adequately trenched/rodded and treated | ☐ |
| 6. Voids adequately drilled and treated | ☐ |
| 7. Earth filled porches adequately drilled/treated | ☐ |
| 8. Contiguous slabs adequately drilled/treated | ☐ |
| 9. Slabs at or above grade adequately drilled/treated | ☐ |
| 10. Monolithic slabs adequately treated | ☐ |

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

- | | |
|---|-------------------------------------|
| Date Job Completed _____ | NO |
| 1. All debris removed | ☐ |
| 2. Wooden contacts removed | ☒ |
| 3. Crawl space clearance 18 inches or greater | ☒ |
| 4. Barrier or baiting system installed consistent with label directions | ☐ |

Explain in detail what areas of the structure do not meet treatment standards and why it is not possible to meet these treatment standards. Also, attach a graph indicating the area(s) that were not treated to minimum standards. Failure to attach a graph and provide a detailed written explanation will void this document. Use other side if necessary. Customer has wood to earth contact at porch/decks at front, left, right, & back of structure where framing, decking, steps, & lattice contact soil structure. Customer has wood debris in crawlspace. Customer chooses not to modify at this date.

Signature of Property Owner/Agent: X

Steven W. Miller, Mayor

Date: April 15, 2024



COOK'S PEST CONTROL

Subterranean Termite Control Agreement - GA Sentricon® System

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

RETREATMENT GUARANTEE

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

Important: You should read all pages of this Agreement, including the Guarantee.

SERVICE AGREEMENT WITH: City Of Holly Springs Offer expires 30 days after: 04/03/2024

SERVICE INFORMATION

Customer Name: City Of Holly Springs

Service Address:

150 Stringer Rd
Canton, GA 30115

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

BILLING INFORMATION

Account Number: 26027

Customer Name: City Of Holly Springs

Billing Address:

P O Box 990
Holly Springs, GA 30142

Phone Number: (770) 345-5536

E-mail: RCARTER@HOLLYSPRINGSGA.US

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of \$584 which may be paid in quarterly installments of \$146.00 beginning next year. These installments are due on the first day of each quarter. After three years, Cooks reserves the right to periodically adjust the annual renewal fee.

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

FINANCE CHARGE

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

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Your payment schedule will be:

Number of Payments	Amount of Payments
0	0

PAYMENTS DUE monthly, beginning one month after date of installation as stated on the Service Report, and on the same day each month thereafter.

You have the right to receive an itemization of the Amount Financed at this time.

☒ I want an itemization ☐ I do not want an itemization. **LATE CHARGE:** None

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

- A. **ANNUAL PERCENTAGE RATE:** The cost of your credit as a yearly rate. 0%
- B. **FINANCE CHARGE:** The dollar amount the credit will cost you (D-C). 0
- C. **Amount Financed:** The amount of credit provided you or on your behalf (Balance Owed). 0
- D. **Total of Payments:** The amount you will have paid after you have made all payments as scheduled (B+C). 0
- E. **Total Sales Price:** Total cost of your purchase on credit, including your downpayment (0) 0

Customer Agrees to Pay:

Commercial Sentricon - Pest Customer Discount	Price/Visit	Tax	Discount	Total	Visit First Year	Due Now
Com Sentricon Install - Pest Customer	\$799.00	0	0	\$799.00	1	\$799.00
Sentricon - Annual Inspection	0	0	0	0	1	0

TOTAL FOR THIS PROGRAM

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

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

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

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

CAUTION - It is important that you thoroughly read all 3 pages of this Agreement and Guarantee.

ALTERNATIVE DISPUTE RESOLUTION

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

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

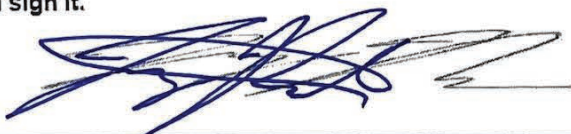
(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

Please read this Agreement carefully! It limits certain of your rights, including your right to seek remedies in court and have your claim decided by a judge or jury. If you do not understand this Agreement, seek legal advice! The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its Guarantee, payment charges and terms and the arbitration and waiver of jury trial provisions. CAUTION - It is important that you thoroughly read the Contract before you sign it.



Cook's Pest Control, Inc. Representative

X

Customer or Agent

Steven W. Miller, Mayor

Subterranean Termite Control Agreement - GA Sentricon® System Retreatment Guarantee

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

I. RENEWABLE PROTECTION

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

II. RETREATMENT GUARANTEE

1. Cook's will perform the following services during the term of this Guarantee:
 - a. Install Sentricon termite bait stations in the soil around the structure(s) according to guidelines established by Dow AgroSciences.
 - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
 - c. Make an annual inspection of the structure and provide all required reports.
2. This Guarantee is limited to **retreatment services only and does not cover damage or repairs to the structure or its contents.**

III. CUSTOMER OBLIGATION

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

IV. CUSTOMER UNDERSTANDS AND AGREES

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

V. 110% MONEY-BACK GUARANTEE

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

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

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

Stealth Security Services dba Stealth Video
 225 Creekstone Rdg Ste 527
 Woodstock, GA 30188 US
 abacon@stealthvideo.com

Invoice

**BILL TO**

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
25402	04/05/2024	\$22,648.00	04/30/2024	Due Upon Receipt of Invoice	

SALES REP

Alan Bacon

DATE		DESCRIPTION	QTY
	NVR-NDAA-32N	32 Channel NDAA compliant NVR Enterprise LEVEL with 2 NIC cards 4K Resolution	1
	HDD-10TB	10TB Purple Seagate Hard Drive Installed	1
	CAM-NDAA-IP-4MPT	4MP Turret with Audio. Indoor and Outdoor Rated 2.8mm lens with IR function NDAA Compliant	4
	POE-8	COAX to IP convertors for downstairs coax cables to run 2 Cameras on one cable	2
	CAM-NDAA-IP-4MPT	4MP Turret with Audio. Indoor and Outdoor Rated 2.8mm lens with IR function NDAA Compliant	28
	MOU-202W	Mini Dome Wall Mount	5
	Labor	Labor/Installation cable and and connections	28
	Labor	4 New Cameras installed with cable etc. 2 Stairwells, Office and Conference Room.	4

Install Camera System NDAA Compliant System at City Hall Building and Police station.

Ron Carter to provide POE switches that are already in place.

A 50% deposit will be required to order the parts.

SUBTOTAL	22,648.00
TAX	0.00
TOTAL	22,648.00
BALANCE DUE	\$22,648.00

Steven W. Miller, Mayor

Date: April 15, 2024

Attest:

Karen Norred, City Clerk
 (Seal)

**City of Holly Springs
City Council Work Session Meeting Minutes
March 4, 2024**

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

Staff Present: City Attorney Robert M. “Bobby” Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Community Development Director Nancy Moon, Chief Tommy Keheley, Deputy Chief Greg Clyburn and Officer Riley Landry.

I. Call To Order

Mayor Miller called the meeting to order.

II. Pledge of Allegiance

Mayor Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro-Tem Zenchuk gave the invocation.

IV. Public Comments

No public comments were made.

V. New Business

- A. Discussed A-07-2023, applicant requests annexation of 18.5 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcel 204 of tax plat 15N19, and MA-13-2023, applicant requests rezoning of 18.5 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 204 of tax plat 15N19, from AG, Agricultural (County), to TND, Traditional Neighborhood Development, (City)
- B. Discussed CUP-03-2024, applicant Paola Bates requests a conditional use permit for a CBD and/or Tobacco Specialty Store for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14
- C. Discussed an ordinance to amend the Code of the City of Holly Springs, Georgia, as amended; To Chapter 2 – Administration Article II – City Council
- D. Discussed a resolution declaring certain property as surplus and authorizing its sale or disposal

- E. Discussed change orders 12, 13 and 14 from Vertical Earth for the Town Center Project
- F. Discussed the Employee Assistance Program Agreement between the Price Counseling Center LLC and the City of Holly Springs
- G. Discussed a policy amendment to the City of Holly Springs Police Department Operations Manual
- H. Discussed an agreement between Duplicating Products, Inc. and the City of Holly Springs, Georgia for equipment lease

VI. Reports

Mayor Pro-Tem Zenchuk informed everyone that Nicholas Deluca, a Cedar Valley resident, had passed away and asked to please keep the family in your thoughts and prayers.

Mayor Pro-Tem Zenchuk made a motion to amend the agenda to include litigation and personnel to the executive session. Councilwoman Phillips seconded the motion. Motion carried 5-0.

VII. Adjournment

Councilman Wilbur made a motion to adjourn the meeting and move into executive session for the purpose of real estate, litigation and personnel. Councilwoman Phillips seconded the motion. Motion carried 5-0.

Executive Session

- Real Estate
- Litigation
- Personnel

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Work Session Meeting Minutes
March 18, 2024**

Elected Officials Present: Mayor Steven W. Miller, Councilman Kevin Moore, Councilman Jeff Wilbur and Councilwoman Dee Phillips.

Elected Officials Not Present: Councilman Kyle Whitaker

Staff Present: Alicia Argo from the City Attorney's office, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Finance Director Denise Lamazares, Communications and External Affairs Director Erin Honea, Community Development Director Nancy Moon, Accounting Specialist Becky Bruce, Accountant Dana McKinzie, Administrative Assistant Sabrina Resendiz, Chief Tommy Keheley, and Corporal Patrick Davis. Chief Building Official Jon Page, Stormwater Inspector Justin Dupree and Assistant City Clerk/Records Manager Lou Stewart present at 6:44 p.m. and Mayor Pro Tem Zenchuk present at 6:55 p.m.

I. Call To Order

Mayor Miller called the meeting to order.

II. Public Comments

Ms. Heather Upchurch spoke concerning speeding on Old Magnolia Way and requested City Council consideration for approval of three-way stop signs at Old Magnolia Way and Holly Drive.

Mr. Michael Upchurch requested City Council consideration for approval of three-way stop signs at Old Magnolia Way and Holly Drive.

Ms. Emilie Blankenship requested City Council consideration for approval of three-way Stop signs at Old Magnolia Way and Holly Drive.

III. Unfinished Business

- A. Discussed ordinance CUP-03-2024, applicant Paola Bates requests a conditional use permit for a CBD and/or Tobacco Specialty Store for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14
- B. Discussed an ordinance to amend the Code of the City of Holly Springs, Georgia, as amended; To Chapter 2 – Administration Article II – City Council

IV. New Business

- A. Discussed request from Yanover Construction for an extension on the completion date for the City of Holly Springs Depot Renovation Project, RFB # 2023-03

BM Agenda Item V-B

- B. Discussed change orders #2309-0815-6145 dated February 20, 2024 and #2309-0815-6145 dated March 12, 2024, from Yanover Construction for the City of Holly Springs Depot Renovation Project, RFB # 2023-03
- C. Discussed proposal from Douglas Outdoors, LLC for the installation of bollards and concrete aprons and pads at the Public Works facility
- D. Discussed change order number 003 from Magnum Contracting, LLC for the City of Holly Springs Barrett Memorial & Taylors Farm/Barrett Springs Parks Improvement Project, RFB # 2023-02
- E. Discussed a traffic calming application from Harmony on the Lakes HOA for the installation of stop signs on Harmony Lake Drive at the intersection of South Village Square
- F. Discussed a traffic calming application from Heather Upchurch for the installation of stop signs at the intersection of Old Magnolia Way and Holly Drive
- G. Discussed quote from BM&K Construction and Engineering for additional design work for the Holly Springs Parkway Widening Phase III concerning Parcels 35, 36 and 43
- H. Discussed a quote from BM&K Construction and Engineering for Hickory Road at Hickory Springs Industrial/Hickory Springs Parkway Intersection Improvement Project
- I. Discussed an ordinance to amend Chapter 66 – Streets, Sidewalks and Other Public Places, Section 129 – Unleashed Dogs of the Code for the City of Holly Springs to provide for rules for dogs in parks
- J. Discussed quote #2864 from Stealth Video for the installation of security cameras for Barrett Memorial Park
- K. Discussed quote #2865 from Stealth Video for the installation of security cameras for Karen Johnson Barnett Park
- L. Discussed the first amendment to the loan agreement between Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority and the City of Holly Springs for the Holly Springs Parkway Widening Project Phase III, to request an extension of time to drawdown funds
- M. Discussed Memorandum of Understanding (MOU) between Georgia Association of Chiefs of Police (GACP) and The City of Holly Springs Police Department for a grant application

V. Adjournment

Councilman Wilbur made a motion to adjourn the meeting. Councilwoman Phillips seconded the motion. Motion carried 4-0.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Business Meeting Minutes
March 18, 2024**

Elected Officials Present: Mayor Steven W. Miller, Mayor Pro-Tem Michael Roy Zenchuk II, Councilman Kevin Moore, Councilman Jeff Wilbur and Councilwoman Dee Phillips.

Elected Officials Not Present: Councilman Kyle Whitaker

Staff Present: Alicia Argo from the City Attorney's office, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Finance Director Denise Lamazares, Communications and External Affairs Director Erin Honea, Community Development Director Nancy Moon, Accounting Specialist Becky Bruce, Accountant Dana McKinzie, Administrative Assistant Sabrina Resendiz, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Chief Building Official Jon Page, Stormwater Inspector Justin Dupree and Assistant City Clerk/Records Manager Lou Stewart, Captain Michael Hales, Captain Casey Barton, Lieutenant Naveed Babar, Sergeant Mike Sheehan, Sergeant Scott Staber, Sergeant Jay Burns, Sergeant Scott Ryder, Corporal Patrick Davis, Corporal Cori Hubeli, Corporal Davis Snider, Officer Michael Stearnes, Officer Dustin Miller, Officer Lindsey Causey, Officer Riley Landry and Detective Estan Holloway.

I. Call To Order

Mayor Miller called the meeting to order.

II. Pledge Of Allegiance

Mayor Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro Tem Zenchuk gave the Invocation.

IV. Special Presentations

Employee Recognition – One Year of Service
Dana McKinzie

Employee Recognitions – Ten Years of Service
Becky Bruce
Erin Honea

2023 Employee of the Year

2023 Distinguished Service Award

2023 Bob Fuller Leadership Award

Proclamation

Child Abuse Prevention Month – Michelle Meek

History Cherokee Presentation

Stefanie Joyner

Councilman Wilbur made a motion to move Unfinished Business Items C through J and New Business Items B through P to the Consent Agenda. Mayor Pro Tem Zenchuk seconded the motion. Motion carried 4-0.

V. Consent Agenda

A. February 5, 2024 Work Session and Special Called Meeting Minutes

B. February 22, 2024 Work Session and Business Meeting Minutes

Unfinished Business

C. Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit “A”

D. Change order #12 from Vertical Earth for the Town Center Project; concerning the installation and testing of the parking deck Geopiers and, reinforced concrete foundation, in an amount not to exceed \$1,324,504

E. Change order #13 from Vertical Earth for the Town Center Project; for various scope adjustments in a credit amount of (\$296,751)

F. Change order #14 from Vertical Earth for the Town Center Project; for cutting Wall #15 outlet control structure (OCS) weir down by 12 inches and adding a 30ft. x 4 ft x 4 inches concrete flume behind Wall #12 to prevent runoff, in an amount not to exceed \$2,818

G. Employee Assistance Program Agreement between the Price Counseling Center LLC and the City of Holly Springs, to provide counseling, training and referral services

H. Policy amendment to section 2.1 Mission Statement of the City of Holly Springs Police Department Operations Manual

I. Sales Order dated 03/01/2024 agreement between Duplicating Products, Inc. and the City of Holly Springs, Georgia for equipment lease

J. Cost Per Image Agreement between Great America Financial Services Corporation and the City of Holly Springs

New Business

- B. Ordinance to amend the Code of the City of Holly Springs, Georgia, as amended; To Chapter 2 – Administration Article II – City Council
- C. Request from Yanover Construction for an extension on the completion date for the Holly Springs Depot renovation project
- D. Change order no. 2309-0815-6145 dated February 20, 2024 from Yanover Construction; for footings at the Depot, in an amount not to exceed \$354
- E. Change order no. 2309-0815-6145 dated March 12, 2024 from Yanover Construction; to powder coat the ramp section of the handrails at the Depot, in an amount not to exceed \$4,550
- F. Proposal between Douglas Outdoors, LLC and the City of Holly Springs for the installation of bollards and concrete aprons and pads at the Public Works facility, in an amount not to exceed \$22,375
- G. Change order number 003 from Magnum Contracting, LLC for the City of Holly Springs Barrett Memorial and Taylors Farm/Barrett Springs Parks Improvement Project RFB # 2023-02, in an amount not to exceed \$4,200 and to ratify the City Manager's signature
- H. Traffic calming application from Harmony on the Lakes HOA for the installation of stop signs on Harmony Lake Drive at the intersection of South Village Square
- I. Traffic calming application from Heather Upchurch for the installation of stop signs at the intersection of Old Magnolia Way and Holly Drive
- J. Quote from BM&K Construction and Engineering for additional design work for the Holly Springs Parkway Widening Phase III concerning Parcels 35, 36 and 43; to include Task 1 and 2, in an amount not to exceed \$99,282
- K. Quote from BM&K Construction and Engineering for Hickory Road at Hickory Springs Industrial/Hickory Springs Parkway Intersection Improvement Project; to include Tasks 1, 2 & 3, in an amount not to exceed \$224,200
- L. Ordinance to amend Chapter 66 – Streets, Sidewalks and Other Public Places, Section 129 – Unleashed Dogs of the Code for the City of Holly Springs to provide for rules for dogs in parks
- M. Quote #2864 from Stealth Video for the installation of security cameras for Barrett Memorial Park, in an amount not to exceed \$29,160
- N. Quote #2865 from Stealth Video for the installation of security cameras for Karen Johnson Barnett Park, in an amount not to exceed \$18,906

- O. First amendment to the loan agreement between Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority and the City of Holly Springs for the Holly Springs Parkway Widening Project Phase III, to request an extension of time to drawdown funds and to ratify the Mayor's signature
- P. Memorandum of Understanding (MOU) between Georgia Association of Chiefs of Police (GACP) and The City of Holly Springs Police Department for a grant in the amount of \$22,100, to purchase a crash data reporting system

Mayor Pro-Tem Zenchuk made a motion to approve the Consent Agenda. Councilman Moore seconded the motion. Motion carried 4-0.

VI. Unfinished Business

- A. Mayor Pro Tem Zenchuk made a motion to approve ordinance A-07-2023, applicant requests annexation of 18.5 +/- acres located off of Hickory Flat Highway, Cherokee County, GA, tax parcel 204 of tax plat 15N19. Councilwoman Phillips seconded the motion. Motion carried 4-0.
- B. Mayor Pro Tem Zenchuk made a motion to approve ordinance MA-13-2023, applicant requests rezoning of 18.5 +/- acres located off of Hickory Flat Highway, Holly Springs, GA, tax parcel 204 of tax plat 15N19, from AG, Agricultural (County), to TND, Traditional Neighborhood Development, (City) with staff stipulations as described in Rezoning Ordinance MA-13-2023; and to include an additional stipulation that sidewalks are completed in conjunction with the County intersection improvement project at Univeter Road and Hickory Flat Highway. Councilwoman Phillips seconded the motion. Motion carried 4-0.

VII. New Business

- A. Mayor Pro Tem Zenchuk made a motion to deny ordinance CUP-03-2024, applicant Paola Bates requests a conditional use permit for a CBD and/or Tobacco Specialty Store for property located at 2210 Holly Springs Parkway, Holly Springs, GA, tax parcel 038 of tax plat 15N14. Councilwoman Phillips seconded the motion. Motion carried 4-0.

VIII. Reports

Mayor Pro Tem Zenchuk congratulated City staff members who received recognitions and awards.

IX. Adjournment

Councilman Wilbur made a motion to adjourn the meeting and move into executive session for the purpose of personnel. Mayor Pro-Tem Zenchuk seconded the motion. Motion carried 4-0.

EXECUTIVE SESSION

- Personnel

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS AUTHORIZING THE SUBMITTAL OF THE GDOT LOCAL ROAD ASSISTANCE ADMINISTRATION GRANT (LRA) APPLICATION THAT WILL BE ADMINISTERED AND DISTRIBUTED USING THE GRANTS (LMIG) APPLICATION SYSTEM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT IN ALL MATTERS PERTAINING TO THE CITY OF HOLLY SPRINGS' ACCEPTANCE AND PARTICIPATION IN THE LOCAL ROAD ASSISTANCE ADMINISTRATION FUNDS (LRA)

WHEREAS, the Georgia Department of Transportation announced that the Governor and the Legislature included \$250 million in Local Road Assistance Administration funds (LRA) in the amended fiscal year 2024 budget; and

WHEREAS, the LRA funds will be administered and distributed using the GRANTS (LMIG) Application System; and

WHEREAS, eligible activities and projects related to roadway improvements for LRA funds will be the same as the Local Maintenance & Improvement Grant (LMIG); and

WHEREAS, LRA funds will require no match; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOLLY SPRINGS, GEORGIA, that

1. The City of Holly Springs is hereby authorized to prepare and submit a Local Road Assistance Administration Grant (LRA) application to the Georgia Department of Transportation using the GRANTS (LMIG) Application System;
2. The Mayor and City Council authorize the City Manager or his designee to act in all matters in connection with this application and the City of Holly Springs' acceptance and participation in the Local Road Assistance Administration Grant (LRA) Program through the Georgia Department of Transportation;
3. The City of Holly Springs' officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

This Resolution is adopted this 15th day of April 2024.

CITY OF HOLLY SPRINGS

Attest:

Steven W. Miller, Mayor

Karen Norred, City Clerk
(Seal)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA OBLIGATING AMERICAN RESCUE PLAN FUNDS (CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS) FROM THE U.S. DEPARTMENT OF TREASURY

WHEREAS, the United States Congress has adopted the “American Rescue Plan Act of 2021” (ARPA), and it has become law; and

WHEREAS, Section 603 of the ARPA provides for financial assistance for counties, cities and non-entitlement units of local government for eligible expenses in accordance with the “Final Rule” issued by the U.S. Department of Treasury; and

WHEREAS, the City was eligible to receive \$5,766,604 to be distributed in equal tranches, half in 2021 (\$2,883,302) and the remaining half in 2022 (\$2,883,302); and **WHEREAS**, the Federal Treasury has issued guidance on how the City can utilize the funding, with funds having to be obligated by the end of 2024 and spent by the end of 2026;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby obligates American Rescue Plan Act (ARPA) Funds (Coronavirus State and Local Fiscal Recovery Funds) from the U.S. Department of Treasury in a total amount of \$5,766,604 for the purpose of Government services which generally include any service traditionally provided by a government such as road building and maintenance, and other infrastructure, provision of police, fire, and other public safety services, and culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure and that the funds shall be expended by 2026; and, be it further

RESOLVED, That the City Manager and/or Finance Director are directed to complete all necessary and required reporting and documentation to comply with the American Rescue Plan Act.

SO RESOLVED THIS 15th DAY OF APRIL 2024.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk

(Seal)

**MUNICIPAL SERVICES AGREEMENT BETWEEN
CHEROKEE COUNTY, GEORGIA AND CITY OF HOLLY SPRINGS, GEORGIA**

WHEREAS, the City of Holly Springs, Georgia (hereafter referred to as “the City”) is desirous of procuring certain animal control ordinance and impoundment services from Cherokee County, Georgia (hereafter referred to as “the County”); and

WHEREAS, the County is willing to perform such services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties hereto are authorized to enter into this Municipal Services Agreement (“the Agreement”) by the authority prescribed by the Georgia Constitution, Article IX, Section III, Paragraph I and by O.C.G.A. § 15-10-150, *et seq.*

NOW, THEREFORE, it is agreed as follows:

Section 1: SCOPE OF SERVICES

- (a) The County agrees, through the County Marshal’s Office, to provide services, as described below, regarding 1) municipal animal control ordinance enforcement, and 2) impoundment of domesticated animals (i.e., dogs, pot belly pigs, horses, cats) and feral canines and felines (“Animals” or “Animal” in the singular). The County may, in its sole discretion, provide the impoundment services described herein regarding animals other than domesticated animals and feral canines and felines upon request by the City, and any such specific animal shall be deemed an Animal as defined in this subsection (a).
- (b) All communications (email, letter, or text) by the City to the County contemplated by this Section 1 shall be performed by the City Chief of Police or his/her designee (collectively, the “Chief”) as identified in writing to the County Chief Marshal, or his/her designee (collectively, the “Marshal”) as identified in writing.
- (c) The County Marshal’s Office shall investigate alleged municipal animal control ordinance violations in accordance with paragraph 2(e) of this agreement. Should the Marshal determine that municipal animal control ordinance violations have occurred, citations for all such violations may be issued by the Marshal pursuant to the policies of the agency.
- (d) The County Marshal’s Office, upon forming an independent and final conclusion that an Animal should, and may lawfully, be impounded, shall proceed with impoundment of such animal.
- (e) The Cherokee County Emergency Communications Call Center (E911) shall dispatch Marshal’s Office staff, along with local police, to the identified location to secure the identified Animal and transport the Animal to the County Animal Shelter located at 1015 Univeter Road, Canton, GA 30115 (the “Shelter”). The County shall not be required to transport any Animal to any location other than the Shelter under this Agreement, provided that the County may, in its sole discretion, transport an Animal to an alternate location.

- (f) Any Animal transported to the Shelter pursuant to this agreement shall remain at the Shelter in accordance with County policy, until the County, in its sole discretion, makes a determination to either: 1) euthanize the Animal; 2) release the Animal to an authorized reputable foster or rescue group; or 3) release the Animal to an individual identified by name, age, gender, and personal description in the written, signed instruction.
- (g) The County agrees, as authorized by O.C.G.A. §§ 15-10-150 and 15-10-151, to provide municipal court services to the City for adjudication of municipal animal control ordinance violations through the officers, employees, and facilities of the Magistrate Court of the County for the duration of the term of office of the sitting Chief Magistrate Judge of Cherokee County. Specifically, the County agrees that the Magistrate Court shall provide such services to the City for the following:
 - (1) Violations of Chapter 14, Article II (“Animal Control Generally”) of the Code of Ordinances of Holly Springs, Georgia, as adopted on September 21, 2017 and subsequently amended; and
 - (2) Hearings necessary for the implementation of Chapter 14, Article III (“Dangerous Dog Control”) of the Code of Ordinances of Holly Springs, Georgia, as adopted on September 21, 2017 and subsequently amended.
- (h) Pursuant to O.C.G.A. § 15-10-152, the judges of the County Magistrate Court shall have full authority under this agreement to act as judges of the Municipal Court of the City; and the other officers and personnel of the Magistrate Court shall have full authority to act as officers and personnel of the Municipal Court.
- (i) Pursuant to O.C.G.A. § 15-10-153, when acting as officers of the Municipal Court under this agreement, all judges and other officers of the Magistrate Court shall be styled as judges and officers of the Municipal Court; and all pleadings, process, and papers of the Municipal Court shall be styled as such and not as pleadings, process, and papers of the Magistrate Court. The dockets and other records of the Municipal Court shall be kept separately from those of the Magistrate Court.
- (j) In accordance with Section 2, paragraph (c) of this agreement, the County Commission Chairman and Board of Commissioners hereby appoint the Solicitor-General of Cherokee County to prosecute municipal animal control violations in the Magistrate Court as authorized herein. This appointment is irrevocable and absolute, and shall terminate only:
 - (1) Upon the expiration of this agreement in accordance with Section 1, paragraph (g) of this agreement;
 - (2) Upon the expiration of this agreement in accordance with Section 5 of this agreement; or
 - (3) Upon termination of this agreement by either the City or the County in accordance with Section 6 of this agreement.
- (k) Should the County update or amend any existing County ordinances regarding animal welfare that affect or materially alter this agreement, including but not limited to those contained in Chapter 10 of the Code of Ordinances, Cherokee County, Georgia, the County shall notify the City in accordance with Section 8, paragraph (f) of this agreement.
- (l) The County shall have no responsibilities or obligations under this Agreement except as set forth herein. Specifically, but not exhaustively, the County shall have no

responsibility or obligation regarding: 1) pursuing an animal outside of the corporate limits of the City; 2) pursuing undomesticated animals (i.e., bears, coyote, wolves, bobcats or other undomesticated felines); or 3) enforcing any municipal laws, ordinances, or regulations unless mutually agreed to in writing by the Chairman and Board of Commissioners and the Mayor and City Council.

Section 2: OBLIGATIONS OF THE CITY

The City agrees to provide the following to the County:

- (a) Allow the County to use County Marshal's Office staff, equipment, facilities and processes in the course of fulfilling its obligations under this Agreement.
- (b) Upon the signing of this Agreement, the City agrees and confirms that its municipal animal control ordinances have been amended and correspond uniformly with the current County ordinances regarding animal welfare (See Chapter 10, Code of Ordinances, Cherokee County, Georgia). The City agrees to continue to ensure that its animal control ordinances remain in such uniformity and conformity with said County animal welfare ordinances by amending them as necessary on an ongoing basis. It shall be the City's duty and responsibility to ensure that its animal control ordinances are not amended or updated without notifying and/or consulting with the County.
- (c) The City hereby delegates full, exclusive, and unfettered authority to the County Commission Chairman and Board of Commissioners to appoint a prosecuting attorney to prosecute municipal animal control violations in the County Magistrate Court as authorized herein.
- (d) Allow the county to collect all fines, fees, donations, restitution, or any revenue resulting from services provided under this agreement.
- (e) The City Police Department agrees to respond to all incidents within the corporate limits of the City involving an Animal, and to support any investigation undertaken by the County Marshal's Office as may be necessary.
- (f) The City agrees to provide City Police Officer testimony in Court.
- (g) Allow municipal animal control ordinance violations to be prosecuted and adjudicated in the County Magistrate Court or the County State Court, as outlined in Section 1 of this agreement.

Section 3: INDEPENDENT STATUS

Under no circumstances shall the County, its appointed and elected officials, representatives, employees, associates, subcontractors, successors or assigns (collectively referred to as the "County Parties") be deemed employees, agents, partners, successors, assigns, or legal representatives of the City, except as specifically required herein.

Section 4: RENEGOTIATIONS

If any action is taken or request made by the City that materially increases the cost to the County of providing the services required under this Agreement, the City and the County agree to negotiate

in good faith the amount of additional compensation that will be paid by the City as a result of said increase in cost.

Section 5: EFFECTIVE DATE

This Agreement shall become effective on _____ and shall continue in full force and effect until June 30, 2028. Unless terminated as provided in Section 1, paragraph (g) or Section 6 herein, this Agreement shall be automatically renewed from year to year for successive one-year periods thereafter for up to four (4) additional one-year periods.

Section 6: TERMINATION

This Agreement may be terminated by either party for convenience by giving at least ninety (90) days' prior written notification of such intention to terminate to the other party. Should either the City or the County be in default hereunder, the non-defaulting party shall give written notice of such default; and should such default not be corrected within thirty (30) days after the mailing of notice thereof, this Agreement may be terminated by the non-defaulting party by giving written notice thereof.

Section 7: LIABILITY

The City and County agree that the City does not intend, and shall not be construed to have, assumed liability for negligent actions taken or omissions made by personnel employed by the County pursuant to this Agreement and the City Ordinance within the corporate limits of the City. Any loss or damage sustained as a result of the act of negligence or omission of an employee of the County shall be borne solely by such employee or the County. Under no circumstances shall any County employee acting pursuant to this agreement as 1) an Animal Control Officer, 2) an officer and/or personnel of the Municipal Court; or 3) a municipal prosecutor be considered to be the employee of the City.

Section 8: GENERAL PROVISIONS

- (a) This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of this state.
- (b) This Agreement expresses the entire understanding of the parties and all agreements between the parties hereto with respect to the matters set forth herein.
- (c) All agreements, covenants, certifications, representations, and warranties of the parties hereunder in connection with this transaction contemplated hereby shall survive the execution and delivery hereof regardless of any investigation and other action taken by the other person relying thereon.
- (d) This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- (e) This Agreement may be amended, supplemented or otherwise modified solely by a document in writing, duly executed and delivered by the City and the County. No waiver, release or similar modification of this Agreement shall be established by

- conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.
- (f) Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, or other communication hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed if mailed by certified mail/return receipt requested and postage prepaid to the City and/or the County at the addresses shown below and at such other addresses as may be furnished by the City and the County in writing from time to time.

For City:

Mayor, City of Holly Springs P.O. Box 990 Holly Springs, Georgia 30142	and	City Manager, City of Holly Springs P.O. Box 990 Holly Springs, Georgia 30142
--	-----	---

For County:

Chairman, Cherokee County 1130 Bluffs Parkway Canton, Georgia 30114	and	County Manager, Cherokee County 1130 Bluffs Parkway Canton, Georgia 30114
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- (g) The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party.
- (h) Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- (i) This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (j) The brief capitalized and/or underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- (k) No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.
- (l) Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

ON BEHALF OF CHEROKEE COUNTY:

ATTEST:

HARRY B. JOHNSTON

Chairman

Date: _____

CHRISTY BLACK,

County Clerk

Date: _____

HONORABLE JAMES E. DRANE, III

Chief Magistrate

Magistrate Court of Cherokee County

PATTY BAKER

Clerk of the Magistrate Court of Cherokee
County

Appointment as Municipal Prosecutor Acknowledged and Accepted:

TODD HAYES

Solicitor-General

Cherokee County Solicitor General's Office

ON BEHALF OF CITY OF HOLLY SPRINGS:

ATTEST:

STEVEN W. MILLER

Mayor

Date: _____

KAREN NORRED

City Clerk

Date: _____



C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

March 22, 2024

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

Project: CWM Job # 2815
Holly Springs Parkway Widening Project Phase II
RFB #2021-02

Subject: Time Extension Request 2

Dear Mr. Hughes,

The above referenced project was let to contract by the City of Holly Springs, on April 28, 2022. The same project was subsequently awarded to C. W. Matthews Contracting Company, Inc. (CWM) as lowest reliable bidder on May 26, 2022. Construction was authorized via Notice to Proceed dated October 10, 2022, toward an overall contract completion date of October 9, 2023. The contract completion date has since been extended to a revised completion date of March 7, 2024.

As you are aware, the completion date of March 7, 2024 will not be met, due to circumstances out of our control. C.W. Matthews Contracting Co., INC (CWM) notified the City of Holly Springs on February 2, 2023 (Exhibit A) that Georgia Power Company (GPC) had easement issues surrounding parcel "8". This easement issue prohibited GPC from installing the proposed poles from Station 106+00 LT through 113+00 LT until the proposed relocations had been re-engineered. The wall construction and associated construction activities cannot commence until all underbuilds have relocated, the old pole line removed, and the Atlanta Gas Light (AGL) 4-inch high pressure main is relocated out of conflict with wall one.

CWM cordially requests a time extension based on the previous notification of the GPC conflict and the time it has taken for these issues to be resolved. CWM requests that 134 days be added to the current contract completion date of March 7, 2024 to yield a new completion date of July 19, 2024.

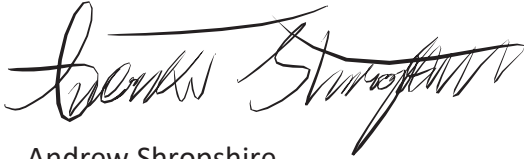
C.W. Matthews reserves the right to seek reimbursement for increases in subcontract and/or escalations for reimbursable time extensions that extend the project beyond the original contract completion date.

BM Agenda Item VI-D

Should you have any questions regarding the preceding contents, please contact and so inquire of me.

With kindest regards, we are

C.W. Matthews Contracting Co., Inc



Andrew Shropshire

Project Engineer

Mobile No: 470-216-0176

Email: Ashropshire@Cwmatthews.com

cc: Project File
Frank Crumbley (CWM)
Kevin Eubanks (CWM)
Brian Johnson (CWM)
Byron Rhodes (CWM)
Jeff Bell (CWM)
Vane Gunter (CWM)
Mitch Green (BMK)

Steven W. Miller, Mayor

Date: April 15, 2024

Attest:

Karen Norred, City Clerk
(Seal)



C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

February 2, 2023

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

CWM Job # 2815
Holly Springs Parkway Widening Project Phase II
RFB #2021-02
Notice of Potential Delay – GPC Easement Access (1-31-2023)

Dear Mr. Hughes,

The above referenced project was let to contract by the City of Holly Springs, on April 28, 2022. The same project was subsequently awarded to C. W. Matthews Contracting Company, Inc. (CWM) as lowest reliable bidder on May 26, 2022. Construction was authorized via Notice to Proceed dated October 10, 2022, toward an overall contract time of 365 calendar days.

On January 31, 2023 while monitoring the status of utility relocation progress, an easement acquisition issue was brought forth regarding parcel “8” required by GPC. The aforementioned parcel will prevent GPC from commencing relocations until resolved by the City of Holly Springs. A copy of the e-mail received from Mr. Christopher J. Boggs, of Southern Company, is herewith attached for review and has been labeled Exhibit “A”.

While CWM personnel are aggressively pursuing required construction activities throughout the project limits, the extent of the adverse impacts as related to the aforementioned conflict cannot yet be quantified. Please know that we are very committed to facilitating construction in a manner that will allow the project to be constructed in as timely of a manner as possible.

However, Standard Specification Section 108.07.E requires that the contractor notify the project owner if the normal progress of The Work is delayed for reasons beyond the contractor's control. Please receive this letter as being such notice from C. W. Matthews Contracting Company, Inc., Prime Contractor of the above referenced project.

Should you have questions regarding the preceding contents, please contact and so inquire of me.

Sincerely,

A handwritten signature in black ink, appearing to read "Harrison Shropshire", with a horizontal line above it.

Harrison Shropshire,
Project Engineer

cc: Project File
Frank Crumbley e-mail
Kevin Eubanks e-mail
Brian Johnson e-mail
Byron Rhodes e-mail
Mitch Green e-mail

Andrew Shropshire

From: Boggs, Christopher J. <cjboggs@southernco.COM>
Sent: Tuesday, January 31, 2023 1:49 PM
To: Andrew Shropshire
Subject: Decline: CWM Job No. 2815- Holly Springs Parkway Widening Phase II - Utility Coordination Meeting

***WARNING* This email originated from outside your organization. Do NOT click links or open attachments from this email unless you know the sender and trust the content.**

Hey Andrew,

I'm in a training today, and can't get out to attend the meeting. Parcel 8 has stated to our land agent that they won't sign an easement for GPC until they are done dealing with the City. Once we have all easements signed, I will be getting a crew scheduled to begin the work. Let me know if you need anything else in the meantime.

Thanks,

Chris

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of 15th day of April, 2024 (the "Effective Date"), by and between Pronto Consulting, LLC, a Georgia limited liability company with offices at 106 Colony Park Dr., Suite 700, Cumming, GA 30040 ("Pronto"), and The City of Holly Springs ("Customer"), located at 3235 Holly Springs Parkway, Canton, GA 30115. Below Pronto and Customer are sometimes referred to each as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound agree as follows:

1. **DEFINITIONS** – Certain defined terms used in this Agreement are set forth in Exhibit A, the terms of which are incorporated here by reference.

2. PLATFORM

2.1. Provision of Platform. Subject to Customer's compliance with this Agreement and the timely payment of all applicable fees, Pronto grants Customer the limited, non-transferable right to use and access the Platform during the Term within the Territory. Customer's purchase of access to the Platform is not contingent on the delivery of any future functionality or features.

2.2 User Subscriptions. The Platform is provided through User subscriptions and may be accessed by no more than the specified number of Users as set forth in Exhibit B. Additional User subscriptions may be purchased for an agreed upon price, prorated as applicable. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require access to the Platform.

2.3 Customer's Affiliates. Customer's Affiliates located within the Territory may utilize the Platform and User subscriptions. Such Affiliates must comply with the terms and conditions of this Agreement, Customer shall be responsible for such compliance. Customer warrants and covenants that Customer has the authority to bind its Affiliates to the terms of this Agreement.

3. USE OF THE PLATFORM

3.1 Pronto's Responsibility. Pronto shall: (a) provide to Customer support for the Platform as set forth in Exhibit C ("Support"); (b) use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (i) scheduled maintenance downtime which is typically on weekends or late at night; and (ii) any unavailability caused by circumstances beyond Pronto's control, including without limitation, acts of God such as flood, fire, earthquakes, tornados and blizzards, acts of the government, civil unrest, terrorism, or internet service provider failures or delays; and (c) provide the Platform in accordance with applicable laws and government regulations. Although the specifics of Support are subject to change, Pronto will not materially reduce the level of Support during the Term.

3.2. Customer's Responsibilities. Customer shall: (a) be responsible for Users' compliance with this Agreement; (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer's Data and of the means by

which Customer acquires and uses Customer's Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Pronto promptly of any such unauthorized access or use, and; (d) use the Platform only in accordance with the User Guide and applicable laws and government regulations.

3.3 Restrictions. Customer shall not: (a) make the Platform available to anyone other than Users; (b) resell, rent, license or lease the Platform to any third-party; (c) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or data protection rights; (d) use the Platform to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein; (f) attempt to gain unauthorized access to the Platform or its related systems or networks; or (g) load into the Platform any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy, publicity, or data protection; or (c) otherwise violates any applicable law (including, without limitation, the laws and regulations governing unfair competition).

3.4 Acceptable Use. Customer acknowledges and agrees that: (a) Pronto does not monitor or police the content of communications or data of Customer or Customer's Users uploaded in or transmitted through the Platform; and (b) Pronto shall not be responsible for the content of any such communications or transmissions. Customer shall use the Platform exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Pronto reserves the right to delete, move, or edit any of Customer's Data that Pronto may determine, in Pronto's sole but reasonable discretion, violates this Agreement or is otherwise inappropriate.

3.5. Usage Limitations. The Platform may be subject to other limitations, such as, for example, limits on storage space and on the number of calls Customer is permitted to make against Pronto's application programming interface ("API"). Any such limitations will be specified in the User Guide.

4. THIRD-PARTY PROVIDERS AND OEM PRODUCTS

4.1. Acquisition of Third-Party Products and Services. Any acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization, and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. Pronto does not warrant or support third-party products or services, whether they are designated by Pronto as "certified" or otherwise, except as specified in Exhibit B. No purchase of third-party products or services is required to use the Platform.

4.2. Third-Party Applications and Customer's Data. If Customer installs or enables third-party components, whether Third-Party Applications or OEM Products, for use with the Platform, Customer acknowledges that Pronto may allow providers of those products to access Customer's Data as required for the interoperation of such products with the Platform. Pronto shall not be responsible for any disclosure, modification, or deletion of Customer's Data resulting from any such access by Third-Party Application providers or OEM Product providers.

4.3. OEM Products. Customer acknowledges that the OEM Products are proprietary products and materials of Pronto's suppliers, which are obtained under a license from such suppliers. Customer's use of any OEM Products shall be subject to, and Customer shall: (a) comply with this Agreement and any applicable license agreement for OEM Products that is attached as an exhibit to this Agreement or otherwise provided to Customer in conjunction with an OEM Product ("OEM License"); (b) only use the OEM Products in conjunction with the Platform; (c) have no broader use rights with respect to the OEM Products than Customer has to the Platform in the form provided

by Pronto and as described in the User Guide; and (d) only have such rights to OEM Products for the applicable Subscription Term(s). In the event of a conflict between an OEM License and this Agreement, the terms of the OEM License shall prevail with respect to the applicable OEM Product. Notwithstanding anything herein to the contrary, Pronto makes no warranty with respect to any OEM Products provided under this Agreement. Customer's sole remedy with respect to such OEM Products shall be pursuant to the original licensor's warranty, if any. Pronto may add and/or substitute equivalent product or service for any OEM Products in the event of unavailability or changes of Platform requirements.

5. FEES AND PAYMENT

5.1. Fees. Customer shall pay all subscription fees specified in Exhibit B and implementation/configuration fees specified in Exhibit D. Except as otherwise agreed in writing, fees are: (a) quoted and payable in United States dollars; and (b) based on subscriptions purchased and not actual usage. Payment obligations are non-cancelable, and fees paid are non-refundable. Subscriptions purchased cannot be decreased during the relevant Subscription Term. Subscription fees are based on monthly periods that begin on the Subscription Term start date and each monthly anniversary thereof. Therefore, fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the then-current Subscription Term. Pronto may modify the amount of fees once per year on the anniversary of the Subscription Term start date; provided, however, that Pronto will not increase fees in any given year during the initial Subscription Term by more than 10% per year.

5.2. Invoicing and Payment. Pronto will invoice Customer in advance. Invoiced charges are due by the 15th day of the month and shall be paid by electronically or via check. Customer is responsible for maintaining complete and accurate billing and contact information with Pronto as well as for payment of any fees or charges associated with Customer's payment, if any. Payments not received by the 15th day of the month will be subject to a \$50.00 late fee and interest at the rate of one percent (1.5%) per month.

5.3. Suspension of Service and Acceleration. If any amount owing by Customer under this or any other agreement is 60 or more days overdue, Pronto may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and/or suspend all access to the Platform until such amounts are paid in full. Pronto will not suspend services if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

5.4. Taxes. Pronto's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Pronto has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Pronto with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Pronto is solely responsible for taxes assessable against Pronto based on Pronto's income, property, and employees.

6. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted that allow Customer to use and access the Platform, Pronto, and its licensors, reserve all rights, title, and interest in and to the Platform, including all

intellectual property and proprietary rights. No rights are granted to Customer other than as expressly set forth in this Agreement.

6.2. Restrictions. Customer shall not: (a) permit any third party to access the Platform except as permitted by this Agreement; (b) create derivative works based on the Platform; (c) copy, frame, or mirror any part or content of the Platform, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (d) reverse engineer the Platform; or (e) access the Platform in order to (i) build a competitive product or service or (ii) copy any features, function, or graphics of the Platform.

6.3. Ownership of Customer's Data. As between Pronto and Customer, Customer owns all rights, title, and interest in and to Customer's Data. Customer grants Pronto, and Pronto's agents and representatives a limited, personal, transferable, non-exclusive license to use Customer's Data for the sole purpose, and solely as required, to provide the Platform, including reports, analytics, and other summary data, to Customer and other subscribers to the Platform. Provided, however, no personally identifiable information of Customer's customers will be shared with any party other than Customer, Customer's Affiliates, Users, and Pronto. Customer represents and warrants that it has obtained and will maintain all consents necessary for the storage, transmission, and use of Customer's Data as described in this Agreement.

6.4. Suggestions. Pronto shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, enhancement requests, recommendations, or other feedback provided by Customer and Users relating to the operation of the Platform.

6.5. Federal Government End Use Provisions. Pronto provides the Platform, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Platform include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Pronto to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, " Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's Data. Pronto's Confidential Information shall include the Platform, the User Guide, and the terms and conditions of this Agreement. Confidential Information of each Party shall include its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party to the other. However, Confidential Information (other than Customer's Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party



without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party. “(e) If required by law or judicial order to be disclosed, provided that, with respect to all disclosures other than disclosures required under The Georgia Open Records Act (O.C.G.A. Section 50-18-70, et. sec.), prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.”

7.2. Protection of Confidential Information. Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information for any purpose outside the scope of this Agreement. Receiving Party shall limit access to Confidential Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3. Protection of Customer’s Data. Without limiting the above, Pronto shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer’s Data. Except as otherwise expressly provided in this Agreement, Pronto shall not: (a) modify Customer’s Data; (b) disclose Customer’s Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by Customer; or (c) access Customer’s Data except to provide the Platform, to exercise the rights under Section 6.3 (Ownership of Customer’s Data), or to prevent or address service or technical problems, or at Customer’s request in connection with customer support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Pronto’s Warranties. Except as specified in Section 8.3, Pronto warrants that the Platform shall perform materially in accordance with the User Guide and the functionality of the Platform will not be materially decreased during a Subscription Term. For any breach of either such warranty, Customer’s exclusive remedy shall be as provided in Section 11.2 (Termination for Cause).

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY AND THEIR LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY



APPLICABLE LAW. Customer acknowledges that Pronto does not control the transfer of data over telecommunications facilities, including the internet. Pronto does not warrant secure operation of the Platform or that Pronto will be able to prevent third-party disruptions of the Platform. Customer acknowledges further that the Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Pronto is not responsible for any delays, delivery failures, or other damage resulting from such problems with the use of the internet or electronic communications.

8.3 OEM Products. Warranties applying to the OEM Products, if any, are made solely by the third-party owner of such OEM Product and are limited to those offered by the applicable third-party owner of the OEM Product to Customer in the applicable OEM License, if any. PRONTO MAKES NO WARRANTIES WITH RESPECT TO SUCH OEM PRODUCTS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Pronto.

Pronto shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party (each a "Claim") alleging that the use of the Platform as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim against Customer that is specifically attributable to such Claim, or those costs and damages agreed to in a monetary settlement of such Claim. To receive this defense and indemnity Customer shall: (a) promptly give Pronto written notice of the Claim; (b) give Pronto sole control of the defense and settlement of the Claim (provided that Pronto may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to Pronto all reasonable assistance, at Pronto's expense.

If the Platform becomes, or in Pronto's opinion is likely to become, the subject of a Claim, Pronto may at Pronto's option and expense, either (x) procure for Customer the right to continue using the allegedly infringing or misappropriated materials; (y) replace or modify the same so that they become non-infringing; or (z) terminate Customer's right to use all or part of the Platform and give Customer a refund or credit for the fees actually paid by Customer to Pronto for the period when the relevant subscriptions were not accessible.

Notwithstanding the foregoing, Pronto will have no obligation of defense or indemnification or otherwise to the extent any claim or demand is based upon: (1) any use of the Platform not in accordance with this Agreement and the User Guide; (2) an OEM Product or a Third-Party Application; (3) any modification of the Platform made by or content provided by any person other than Pronto; or (4) Customer's continued allegedly infringing activity after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement or misappropriation.

9.2. Indemnification by Customer. To the extent permitted by Georgia law customer shall defend Pronto against any claim, demand, suit, or proceeding made or brought against Pronto by a third party alleging: (a) that Customer's Data, or Customer's use of the Platform in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law; or (b) a claim arising from the breach by Customer, Customer's Affiliates, or Users of the Acceptable Use Policy (collectively and individually for the purposes of this Section 9.2, "Claim against Pronto") and shall indemnify Pronto for any damages finally awarded against, and for reasonable attorney's fees incurred by, Pronto in connection with any such Claim against Pronto



that are specifically attributable to such Claim against Pronto, or those costs and damages agreed to in a monetary settlement of such Claim against Pronto.

With respect to any Claim against Pronto, Pronto shall: (a) promptly give Customer written notice of the Claim against Pronto; (b) give Customer sole control of the defense and settlement of the Claim against Pronto (provided that Customer may not settle any Claim against Pronto unless the settlement unconditionally releases Pronto of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of third-party claim for infringement, misappropriation, or otherwise.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 9 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY OR THEIR LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, DATA, OR USE, OR OTHER ECONOMIC ADVANTAGE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PLATFORM OR OEM PRODUCTS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SAME OR FOR ANY CONTENT, OR ANY INTERRUPTION IN SERVICE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated (the "Term"). Subscriptions purchased by Customer commence on the start date specified in Exhibit B and continue for the Subscription Term specified therein. The Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least 60 days before the end of the then-expiring Subscription Term.

11.2. Termination. A Party may terminate this Agreement: (a) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.3. Return of Customer's Data. Upon request by Customer made within 30 days after the termination or expiration of this Agreement, Pronto will make available to the Customer for download, a file of Customer's Data



in a Microsoft SQL Server backup data file. After such 30-day period, Pronto shall have no obligation to maintain or provide any of Customer's Data and shall thereafter, unless legally prohibited, delete all of Customer's Data in Pronto's systems or otherwise in Pronto's possession or under Pronto's control (subject to the ongoing rights under Section 6).

11.4. Surviving Provisions. Any provisions of this Agreement that are designed to survive its termination or expiration shall do so, including, without limitation, Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Customer's Data), and 12 (General Provisions).

12. GENERAL PROVISIONS

12.1. Export Compliance. Each Party shall comply with the export laws and regulations of the United States in providing and using the Platform. Without limiting the foregoing: (a) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (b) Customer shall not permit Users to access or use the Platform in violation of any U.S. export embargo, prohibition, or restriction.

12.2. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.3. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a Party, any client of a Party, or any employee of a client of a Party. Notwithstanding the foregoing, the Parties acknowledge that OEM Product providers may be direct and intended third-party beneficiaries of this Agreement and may be entitled to enforce it directly against Customer to the extent this Agreement relates to OEM Products, if any.

12.4. Notices. All notices required to be given under the terms of this Agreement must be in writing, sent by certified mail, return receipt requested, UPS, or Federal Express, to the addresses specified below. Notices are effective upon receipt.

To Customer:	City of Holly Springs Probation Officer 3235 Holly Springs Parkway Canton, GA 30115 Mailing Address: P.O. Box 990 Holly Springs, GA 30142 Telephone: (770) 345-5538
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To Pronto Consulting:	Pronto Consulting, LLC 106 Colony Park Dr., Suite 700 Cumming, Georgia 30040 Mailing Address: P.O. Box 4086 Canton, Georgia 30114
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12.5. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7. Assignment. Customer may not assign or delegate any of its rights or of law or otherwise, without the prior written consent of Pronto. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including, without limitation, the rights granted hereunder) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to an Affiliate or third party, in each case only if such Affiliate or third party is not a competitor of Pronto. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

12.8. Applicable Law and Venue. The validity, interpretation, and construction of this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to otherwise applicable principles of conflicts of law. The Parties agree to non-exclusive jurisdiction and venue in Cherokee County, Georgia. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY RELATED TO ANY DISPUTE ARISING FROM THIS AGREEMENT

12.9. Compliance. During the term of this Agreement and for a period of one (1) year following its expiration or termination, Pronto shall have the right during Customer's normal business hours, to audit Customer's use of the Platform to verify compliance with this Agreement. Customer shall maintain and make available to Pronto records sufficient to permit Pronto or an independent auditor to verify, upon ten (10) days' written notice, Customer's compliance with the terms and requirements of this Agreement. In the event that any audit reveals any non-compliance, including but not limited to underpayment of fees in excess of 10% during any one-year period, Customer shall promptly cure the non-compliance, pay Pronto any shortfall at Pronto's then-current list price, and reimburse Pronto for the reasonable costs of such audit; provided, however, that the obligations under this Section 12.9 do not constitute a waiver of Pronto's termination rights or any other rights hereunder.

12.10. Customer Attribution/Co-Marketing. Customer agrees that Pronto may use and display Customer's name and logo: (a) on Pronto's customer list; and (b) with Customer's prior written approval, not to be unreasonably withheld, conditioned, or delayed, in Pronto's other marketing materials. If requested by Pronto, Customer agrees to issue a mutually agreeable press release and/or case study or testimonial that Pronto can publish and to be available as a phone or in-person reference for prospects and media from time to time.

12.11. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other similar order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory named



BM Agenda Item VI-E

below is duly authorized by all necessary and appropriate corporate action to execute this Agreement. This Agreement may be executed electronically and/or in counterparts.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

City of Holly Springs Signature: _____ Karen Norred City Clerk Affix the City Seal:	City of Holly Springs Signature: _____ Steven W. Miller Mayor
	Pronto Consulting, LLC Signature:  _____ Steve Page Chief Executive Officer

**EXHIBIT A
DEFINITIONS**

1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
2. "Content" means the information, documents, software, products, and services contained or made available to Customer while using the Platform.
3. "Customer's Data" means all electronic data or information submitted by Customer or Customer's Users to the Platform.
4. "Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
5. "OEM Products" means online, Web-accessible applications and offline software products ordered, if any, by Customer under that are owned by third parties and are to be provided to Customer by Pronto on a pass-through or OEM basis.
6. "Platform" means the online, Web-accessible applications and platform, OEM Products, and Content provided by Pronto via its website(s) and/or other designated websites as described in the User Guide, that are ordered by Customer under Schedule A, including associated offline components but excluding Third-Party Applications.
7. "Territory" means the United States of America and its territories.
8. "Third-Party Applications" means online, Web-accessible applications and offline software products that are provided to Customer by third parties and that interoperate with the Platform.
9. "User Guide" means the online user guide for the Platform, accessible via the Platform, as updated from time to time.
10. "Users" means individuals who are authorized to use the Platform, for whom subscriptions to the Platform have been purchased, who are located in the Territory, and who have been supplied user identifications and passwords by either Customer or by Pronto at Customer's request. Each User must be an employee or agent of Customer and may not be any other person or entity without the prior express written consent of Pronto. "Admin Users" are Users who are provided with certain administrative rights to use the Platform.

EXHIBIT B

PRICING OF PLATFORM

PLATFORM COMPONENT SUBSCRIPTION	Pronto Software as a Service (SAAS) for <u>Admin User</u> <u>and Additional Users</u> Additional Users may be added at the rate of \$90 Per User	Start Date <u>6-1-24</u>	End Date <u>5-31-25</u>
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PRICE PER USER \$90.00	NUMBER OF USERS 2	MONTHLY TOTAL \$180.00
A LATE FEE OF \$50.00 WILL BE ASSESSED TO ALL PAYMENTS RECEIVED PAST THE PAYMENT DUE DATE		
A ONE-TIME SETUP FEE OR \$2,000.00 IS DUE AT SIGNING		
Fees for subsequent professional services will be billed as agreed upon in a separate executed Statement of Work, Exhibit D.		

City of Holly Springs Signature: _____ Karen Norred City Clerk Affix the City Seal:	City of Holly Springs Signature: _____ Steven W. Miller Mayor Pronto Consulting, LLC Signature: <u>Steve Page</u> Steve Page Chief Executive Officer
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EXHIBIT C SUPPORT SERVICES

When You Can Obtain Support?

Support will be provided to help your Admin Users address Errors. An "Error" means any verifiable and reproducible failure of the Platform to substantially conform to the specifications set forth in the User Guide. The term "Error" does not include any such failure that is caused by: (a) the use or operation of the Platform with any other software or programming languages or in an environment other than that intended or recommended by us; (b) modifications to the Platform not made or approved in writing by us; and/or (c) any bug, defect or error in software used with the Platform or any other failure of such software to conform to its specifications.

How You Can Obtain Support?

Support is available to your Admin Users whose name has been provided to us. You are entitled to the number of Admin Users set forth in Exhibit B. To report an Error, your Admin User should submit a support request: (a) by email to help@prontocmsoftware.com; (b) by telephone to 470.839.8600; or (c) through the "Help" tab within the Platform itself. To assist with the resolution of your issue, please provide all relevant information such as:

1. What steps resulted in the issue?
2. What is the current result?
3. Which User experienced the issue?
4. What was the expected result?
5. Any screen shots or files that demonstrate the issue.

We shall respond to any Error report and shall use commercially reasonable efforts to provide support and consultation to help the Admin User resolve the Error. If necessary, we will provide a patch, fix, or workaround to any Error within a commercially reasonable time period, given the nature of the Error.

When Is Support Available?

Regular online, email, and telephone support is provided Monday through Friday, 8 a.m. to 5 p.m. (Eastern Time), excluding holidays. These hours are subject to reasonable change by us.

What Is Not Supported.

Support does not include any failure or defect in the Platform that does not constitute an Error. Furthermore, we have no obligation to perform maintenance or services with respect to any hardware or software that is not part of the Platform provided by us. We shall have no obligation to provide any support services to any person other than an Admin User.

What Updates and Upgrades Will Be Provided?

During the Term, we shall make available to you any releases of the Platform that correct any defects, error, or bugs or that incorporate minor enhancements to the functionality ("Updates") and any releases of the Platform that incorporate significant additional or improved features, functionality, or capability ("Upgrades"), at no



EXHIBIT C
SUPPORT SERVICES

additional charge, at the time we make such Updates and Upgrades generally available to our customers then-covered by support and using the same edition of the Platform. New release documentation, if any, is provided at no charge to you. If you request additional support and/or training related to any Update or Upgrade, you agree to pay fees and reasonable travel and related expenses incurred by us during such training. Updates and Upgrades do not include new products, suites, or modules that are priced and licensed separately from the existing offering covered by this Agreement.

What Versions Are Supported?

We shall provide support services for the current released major version and preceding major version of the Platform, including all Updates for those versions. You must upgrade to the most current major version of the Platform within one year of the date of its release.

Planned Maintenance.

We typically perform routine maintenance on Friday evenings from 7:00 pm to 11:00 p.m. (Eastern Time). Your access to the Platform may be unavailable for approximately 20 – 30 minutes per month. We will do our best to schedule all other activities, such as system upgrades with you in advance. Emergency maintenance, while not common, does sometimes occur.

Support services are subject to change over time.

**EXHIBIT D
STATEMENT OF WORK**

IMPLEMENTATION AND CONFIGURATION

DELIVERABLE:

Initial implementation and configuration of Pronto Online Software as a Service (SAAS) for 1 Admin and 2 users including up to four (4) hours of training.

DATA ACCESS:

Customer must provide a Username and Password to the current ACT database, with administrative privileges, to Pronto Consulting. These credentials are necessary to perform the data migration described in this exhibit.

DESCRIPTION OF SERVICES:

We will provide:

1. The creation and initial configuration of the client Pronto database.
2. The creation of User accounts and assigning of any rights and roles to those Users
3. Basic software and network configuration and preparation for software use.
4. The importing of data from the current ACT database.
5. Two (2) hours of initial training by video conference.
6. At your request, we can provide up to two (2) additional hours of follow-up training by video conference.

FEES: **\$2,000.00** initial implementation.

Fees for subsequent professional services will be billed at **\$150/hour** as agreed upon in Exhibit B. This could include services such as coordination with third-party vendors such as credit card companies, and software providers outside of basic data migration. All services will be pre-approved by you. This hourly rate is subject to increase over time.

Also, we are now offering discounted rates for additional services that fall outside the scope of Support Services. These additional services can include custom reports tailored to your business needs, custom integrations with your vendors or credit card provider, or other items that will increase your business and staff productivity. The discounted rates can be purchased in advance in blocks of 10 hours. The hourly rate for advance purchase blocks is **\$130 per hour**. This discounted rate is 13.33% off our standard rate of \$150 per hour.

TOTAL COST: **\$2180.00** DUE IN FULL UPON ACCEPTANCE AND SIGNING OF THIS AGREEMENT.



Revised 03/08/23

AGREEMENT FOR MONITORING SERVICES

THIS AGREEMENT ("Agreement") made and entered into this the 15th day of April, 2024, by and between the City of Holly Springs (hereinafter referred to as the "Customer"), and ProntoTrak, Inc., a Georgia corporation (hereinafter referred to as "ProntoTrak").

WITNESSETH:

WHEREAS, the Customer desires to enter into this Agreement with ProntoTrak; and

WHEREAS, ProntoTrak can provide the Customer with monitoring services and equipment; and

WHEREAS, ProntoTrak is a privately owned corporation and is qualified and competent to provide such services.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other good and valuable consideration, the Customer and ProntoTrak agree as follows:

1. SERVICES

ProntoTrak shall be the exclusive provider of monitoring equipment and services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "**Services**") for all persons monitored under Customer's supervision (collectively, "participants," and individually, a "participant").

2. TRAINING AND USE

In connection with the initial installation and use of monitoring equipment, ProntoTrak, at no charge, will provide its standard initial training as set forth on Exhibit "A" attached hereto to personnel designated by Customer. Customer shall not permit any equipment rented or leased from ProntoTrak to be installed or monitored by any person other than trained personnel directly employed by or under the control of Customer.

3. FEE AND PAYMENTS--CUSTOMER PAY

A. Customer shall pay to ProntoTrak fees for the Services (collectively, the "**Service Fees**") in accordance with the current fee structure set forth at Exhibit "B" attached hereto and incorporated herein by this reference. ProntoTrak shall calculate the Service Fees on a daily basis and shall invoice Customer for the Service Fees incurred during the preceding month (a "**Service Fee Invoice**"). The Service Fees shall be due and payable by the Customer within fifteen (15) days after the date set forth on the Service Fee Invoice. A Monitoring Day will be deemed to commence at 12:00 a.m. midnight and continue until 11:59 p.m. of the same day. The parties hereto agree to modify and amend Exhibit "B" and "C" attached hereto from time to time, without separate modification of this Agreement, to increase Service Fees to reflect changes in the market and in the equipment being supplied and otherwise upon written order of the Courts.

B. For participants that are deemed indigent by a Judge, ProntoTrak will bill the Customer directly for those participants.

C. If the equipment is lost or damaged by the Customer while in the possession of the Customer, ProntoTrak will invoice the Customer for the cost of equipment. Exhibit "C" attached hereto and incorporated herein by this reference sets forth the cost of the equipment. The parties hereto agree to modify and amend Exhibit "C" attached hereto from time to time, without separate modification of this Agreement, to change

(ProntoTrak Initials)

_____ (Customer Initials)

the costs of the equipment to reflect changes to the costs of such equipment to ProntoTrak. Invoices for such lost or damaged equipment shall be due and payable by Customer within fifteen (15) days after the date set forth on such invoice.

4. FEE AND PAYMENTS--PARTICIPANT PAY

A. The courts within the jurisdictions served by the Customer (collectively, the "Courts") shall order a participant requiring electronic monitoring to pay to ProntoTrak the Service Fees in accordance with the current fee structure set forth on Exhibit "C" attached hereto. The parties hereto agree to modify and amend Exhibit "C" hereto from time to time, without separate modification of this Agreement, to increase Service Fees to reflect changes in the market and in the equipment being supplied and otherwise upon written order of the Courts. All Participants shall be required to pay for an initial two (2) weeks of monitoring in advance to ProntoTrak, plus all installation fees and a security deposit equal to an additional two (2) weeks of monitoring services before monitoring is activated, ProntoTrak shall calculate the Service Fees on a daily basis.. A Monitoring Day will be from 12:00 a.m. midnight until 11:59 p.m. Service Fees described in this Agreement and all other services rendered by ProntoTrak pursuant to this Agreement shall be the sole responsibility of the participant if the Court orders such Service Fees to be paid by the participant unless otherwise agreed to by ProntoTrak and the Customer. Both parties hereto agree that upon the failure to pay Service Fees by the participant on the due date, ProntoTrak may apply the amount of the security deposit to the payment of unpaid fees and expenses (with the Customer to immediately replenish the security deposit to the amount set forth above) and may terminate the Services to the participant upon notification to the Court. ProntoTrak will assume no liability in the event services are terminated due to non-payment.

B. If the equipment is lost or damaged by the Participant while in the possession of the Participant, ProntoTrak will invoice the participant for the cost of equipment as set forth on Exhibit "C" attached hereto. Invoices for such lost or damaged equipment shall be due and payable by Participant within fifteen (15) days after the date set forth on such invoice.

5. CUSTOMER RESPONSIBILITIES

Additional responsibilities of the Customer are set forth on Exhibit "D" attached hereto and incorporated herein by this reference.

6. TERM OF AGREEMENT; TERMINATION

A. The term of this Agreement shall be for an initial period of Twelve (12) months commencing on 4-15-24, with such initial term to be automatically extended (without such extension being deemed to be a new agreement but the continuous and uninterrupted extension of the original Agreement) for any number of additional twelve-month periods, unless sixty (60) days prior to the expiration of the initial or any subsequent additional period, notification by either party is given in writing to the other party, such notification stating the reason(s) for non-renewal. Notwithstanding the foregoing, however, (i) ProntoTrak may terminate this Agreement immediately upon the failure by the Customer to pay any invoice when due; and (ii) either party, may, at its sole discretion and with sixty (60) days written notice to the other party hereto, terminate this Agreement for any reason or no reason. Upon the expiration or termination of this Agreement, Customer, at its expense, will promptly return all equipment to ProntoTrak in a timely manner and in good condition and working order. Customer understands and agrees that if the equipment is not returned to ProntoTrak in a timely manner, Customer will pay the daily equipment rate as set forth herein for each additional day the equipment is in Customer's possession and the costs of such equipment as set forth herein if such equipment is lost, stolen or destroyed.

B. Upon termination or expiration of this Agreement:

- i. ProntoTrak shall immediately cease to provide the Services to the Customer and all participants;
- ii. ProntoTrak will turn off all devices and remove them immediately from the Customer's possession; and
- iii. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

C. Customer shall pay to ProntoTrak all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement. If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement. ProntoTrak reserves the right, but assumes no obligation, to suspend performance immediately if Customer is more than 30 days past due in payments or if, in ProntoTrak's reasonable judgment, Customer has materially breached any obligation set forth herein.

D. In the event that either party terminates this Agreement, all procedures or requirements will be finalized according to the agreed upon manner. ProntoTrak will provide all Services up to the expiration or termination date of this Agreement, at which time it will be the Customer's responsibility to return to ProntoTrak all monitoring equipment and supplies that are in the possession of the Customer or a participant.

E. ProntoTrak will not be responsible for the monitoring of any participant once this Agreement terminates or expires. Any monitoring services after said date will have to be described in writing and consented to by both parties. Any fees associated with this hold over period of Services will be due and payable in the same manner as all other Service Fees that were collected hereunder.

7. CONFIDENTIALITY

A. Each party acknowledges that by reason of its relationship to the other party to this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including, without limitation, criminal records of participants), technology and products that are confidential and of substantial value to such party (collectively, "Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

B. The parties' obligations of non-disclosure and limited use set forth in Section 7A hereof shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) after disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order to be disclosed, provided that, with respect to all disclosures other than disclosures required under The Georgia Open Records Act (O.C.G.A. Section 50-18-70, et. sec.), prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

C. ProntoTrak acknowledges and understands that it may produce certain participant information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential (collectively, "Participant Information"), the disclosure of which may violate applicable privacy laws. ProntoTrak shall maintain all Participant Information in confidence and agrees not to disclose or otherwise make available such Participant Information to any third party without the prior written consent of Customer, provided, however, that ProntoTrak shall be entitled to disclose any Participant Information to the extent required by law or judicial order. ProntoTrak further agrees to use the Participant Information only for the purpose of performing this Agreement.

8. INDEMNIFICATION

To the extent permitted by Georgia law customer shall defend, indemnify and hold harmless ProntoTrak and its officers, directors, shareholders, agents and employees (such persons, their successors and assigns, are referred to herein as the "ProntoTrak Indemnified Parties") from and against any and all claims, demands, actions, suits, causes of action, damages, costs and expenses (including, without limitation, attorneys' fees) which are hereafter made, sustained or brought against any of the ProntoTrak Indemnified Parties arising out of or in connection with or alleged to arise out of or in connection with the ProntoTrak's provision of or failure to provide the Services, unless such claims, demands, actions, suits, causes of action, damages, costs and expenses arose or occurred as a result of the gross negligence or willful misconduct of ProntoTrak. To the extent permitted by Georgia law ProntoTrak shall defend, indemnify and hold harmless Customer and its agents and employees (such persons, their successors and assigns, are referred to herein as the "Customer Indemnified Parties") from and against any and all claims, demands, actions, suits, causes of action, damages, costs and expenses (including, without limitation, attorneys' fees) which are hereafter made, sustained or brought against any of the Customer Indemnified Parties by any third party for the recovery of damages or workers' compensation benefits for property damage, personal injury, bodily injury, illness or death arising out of or in connection with or alleged to arise out of or in connection with the grossly negligent provision of or failure to provide the Services by ProntoTrak as required hereby.

9. LIMITATION OF LIABILITY

A. PRONTOTRAK DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE SERVICES WILL BE PROVIDED ON AN ERROR-FREE BASIS. AT ANY GIVEN TIME, THE EQUIPMENT OR SOFTWARE USED IN CONNECTION WITH THIS AGREEMENT MAY MALFUNCTION AND FAILURES IN THE SERVICES MAY OCCUR FROM TIME TO TIME. CUSTOMER AGREES THAT, EXCEPT AS PROVIDED HEREIN, PRONTOTRAK WILL NOT BE LIABLE FOR ANY LIABILITIES, OBLIGATIONS, COSTS, EXPENSES, DAMAGES OR HARMS, INCLUDING, WITHOUT LIMITATION, ANYTHING REALTED TO PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, ILLNESS OR DEATH, THAT CUSTOMER OR CUSTOMER'S EMPLOYEES, AGENTS OR OTHER AFFILIATES MAY INCUR ARISING OUT OF PRONTOTRAK'S OPERATIONS OR ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES.

B. NEITHER PARTY, NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OR AFFILIATES SHALL BE LIABLE FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING IN CONNECTION WITH THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN OR OTHERWISE, PRONTOTRAK'S SOLE OBLIGATION HEREUNDER REGARDING ANY VIOLATIONS BY A PARTICIPANT SHALL BE LIMITED TO NOTIFYING CUSTOMER OF THE OCCURRENCE OF ANY SUCH VIOLATION. IN NO EVENT SHALL PRONTOTRAK BE RESPONSIBLE FOR POLICING THE ACTIONS OF ANY PARTICIPANT, FOR FOLLOWING-UP WITH CUSTOMER OR ANY PARTICIPANT

 (ProntoTrak Initials)

_____ (Customer Initials)

FOLLOWING ANY NOTIFICATION OF A VIOLATION OR FOR ENFORCING ANY RULES, REGULATIONS, ORDERS OR RESTRICTIONS PLACED UPON ANY PARTICIPANT BY A COURT. IN ADDITION TO ANY OTHER INDEMNIFICATION OF PRONTOTRAK HEREUNDER, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PRONTOTRAK FROM ANY AND ALL COSTS, EXPENSES, DAMAGES OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BY VIRTUE OF THE ACTIONS OR INACTIONS OF CUSTOMER AFTER PRONTOTRAK PROVIDES SUCH NOTIFICATIONS OR ANY PARTICIPANT AND FOR CUSTOMER'S FAILURE TO ACT UPON ANY NOTIFICATION GIVEN BY PRONTOTRAK PURSUANT TO THIS AGREEMENT OR OTHERWISE.

10. INSURANCE

ProntoTrak will maintain business liability insurance in an amount not less than \$1,000,000.00.

Customer shall maintain, at its sole expense, throughout the term of this Agreement, the following insurance coverages with reputable insurers licensed to do business in the United States:

- (a) *Occurrence-based commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence.*
- (b) *Occurrence-based errors and omissions liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence.*

Upon execution of this Agreement and thereafter upon request by ProntoTrak (but not more than one time per calendar year) Customer shall furnish ProntoTrak with certificates of insurance evidencing the insurance coverage required to be maintained by Customer hereunder is in full force and effect. Such certificates shall make reference to this Agreement.

11. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of Georgia. If any part or portion of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other term or provision of this Agreement shall in any way be affected. Any legal claim, action, proceeding or other suit with respect to this Agreement shall be brought exclusively in the federal or state courts in and for Cherokee County, Georgia, and by execution and delivery of this Agreement, each of the parties irrevocably consents to the exclusive jurisdiction of those courts, and each of the parties hereby submits to personal jurisdiction in the State of Georgia. Each of the parties irrevocably waives any objection, including, without limitation, any objection based on lack of jurisdiction, improper venue, or forum non-conveniens, which any party hereto may now or hereafter have to the bringing of any claim, action, proceeding or other suit in such jurisdiction in respect to this Agreement or any transaction related hereto.

12. ENTIRETY OF AGREEMENT

A. This Agreement (together with its Exhibits) constitutes the entire agreement between the parties. All previous proposals and communications, written or oral, relative to the services to be provided by ProntoTrak are hereby superseded, except to the extent that they have been expressly incorporated in this Agreement.

B. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

13. MODIFICATION

This Agreement cannot be changed, modified or amended in any respect except by written instrument signed by the Customer and ProntoTrak.

14. PARAGRAPH HEADINGS AND PRONOUNS

Any paragraph headings contained in this Agreement are for convenience and reference purposes only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the: masculine, feminine, neutral, singular, or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require.

15. NOTICES

Any notices shall be sent certified mail, receipt requested to:

ProntoTrak:

ProntoTrak, Inc.
Attn: President and CEO
106 Colony Park Drive, Suite 700
Cumming, Georgia 30040
Telephone: (678) 455-0525
Fax: (866) 714-3852

Customer:

City of Holly Springs
Court Administrator
P.O. Box 990
Holly Springs, GA 30142
Telephone: (770) 345-5538

16. MISCELLANEOUS

A. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit hereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

B. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter, and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

C. If performance hereunder is interfered with by any act of God, fire, storm, flood, earthquake, governmental regulation or direction, acts of the public enemy, war, rebellion, insurrection, riot, invasion, strike or lockout, or the failure of any telephone or satellite connection that is involved in the routing of data to or from any source to the monitoring center (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 consecutive days or more, the other party may terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs and if this Agreement has not been earlier terminated pursuant to Section 6 hereof; such party shall resume the performance hereof whenever such cause or causes are removed.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

City of Holly Springs

City of Holly Springs

By: Karen Norred
City Clerk

By: Steven W. Miller
Mayor

Affix the City Seal

ProntoTrak, Inc.



By: Steve Page
Chief Executive Officer

EXHIBIT "A"

SERVICES

A1. PRONTOTRAK will provide four (4) hours of initial training on all monitoring equipment. PRONTOTRAK will train Customer personnel with respect to the navigation of the monitoring software. This training will be at the Customer's location or at a PRONTOTRAK location if mutually agreed upon by the parties hereto.

A2. PRONTOTRAK will provide the Customer with support via telephone or internet for violation interpretation, technical support, and equipment installation and removal. This support is available during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time; excluding holidays.

A3. PRONTOTRAK will install monitoring equipment on all participants.

A4. PRONTOTRAK will have the participants complete proper paperwork showing his/her understanding of the operation and safety requirements of the equipment. PRONTOTRAK will maintain a copy of this paperwork in its files.

A5. PRONTOTRAK will instruct all participants on the system requirements, including charging, care of the device, and any other pertinent instructions.

A6. PRONTOTRAK will provide the Customer with reports of monitored participants and notification of any violations that occur regarding the participant's electronic monitoring. PRONTOTRAK will notify the Customer with alerts via email messages and/or cellular text messages, if available. All issues related to non-compliance and alerts will be sent to the designated staff person of the Customer. Once PRONTOTRAK provides the Customer with notification by alerts as described herein, PRONTOTRAK shall have no further liability.

A7. PRONTOTRAK may provide Court testimony relating to violations as requested by the Customer in accordance with this Agreement. PRONTOTRAK may also provide information and any documentation relating to the participant's activity during the monitoring period as requested by the Customer in accordance with this Agreement. The Customer shall give ProntoTrak a minimum of three (3) business days advanced notice for the delivery of such information and documentation. Customer must provide PRONTOTRAK a minimum of five (5) business days' advance written notice that testimony is needed. In lieu of personal testimony, PRONTOTRAK may provide video testimony if permitted by the Court. If testimony is required in-person by PRONTOTRAK, then the Customer shall pay all travel, lodging and meal expenses incurred by PRONTOTRAK.

A8. PRONTOTRAK will complete all data entry requirements for the participant monitoring software, including participant profile information, equipment assignment, set-up of zones and all schedules appropriate for each zone. PRONTOTRAK will also complete schedule changes and zone changes at the direction of the Customer. PRONTOTRAK will close all participant cases as directed by the Customer.

A9. PRONTOTRAK will provide initial and routine upgrade training to the personnel designated by the Customer working in the electronic monitoring program. PRONTOTRAK may provide video and online training in lieu of "in-person" training.

EXHIBIT "B"

CUSTOMER RESPONSIBILITIES

SERVICES

B1. The Customer shall provide to ProntoTrak such documents as reasonably requested as it pertains to any participant at no charge to ProntoTrak.

B2. The Customer shall maintain complete responsibility for participant's selection and program management services not specifically listed herein.

B3. The Customer shall notify ProntoTrak on a "Referral Form" provided by ProntoTrak prior to installation of a device. The Customer shall update ProntoTrak with any change(s) to the participant's information. This information may be communicated via the ProntoTrak website (www.prontotrak.com), via email (service@prontotrak.com), or via facsimile (866-714-3852).

B4. The Customer must be able to receive and respond to all electronic monitoring notifications from ProntoTrak.

B6. After reviewing confirmed violations by a participant, the Customer shall make a determination regarding the continuation of such participant on Electronic Monitoring. The Customer is responsible for notifying all proper authorities of any participant violations, and PRONTOTRAK shall have no responsibility therefore.

B7. The Customer will use its best efforts to assist in the recovery of missing, lost or stolen equipment assigned to a participant hereunder. If the equipment cannot be recovered within sixty (60) days, then the Customer shall pay for all missing, lost or stolen equipment as provided in Section 3C hereof.

B8. The Customer shall promptly notify ProntoTrak that a participant has completed an electronic monitoring period. ProntoTrak will not turn off any monitoring device without such notice (except as otherwise permitted herein), and all charges will continue to be charged until ProntoTrak is notified by the Customer to turn off any device as provided herein.

B9. The Customer shall give ProntoTrak no fewer than five (5) business days advanced written notice when court testimony is required. The Customer shall give the Company a minimum of three (3) business days advanced notice for the delivery of court documents. In lieu of personal testimony, PRONTOTRAK may provide video testimony if permitted by the Court. If testimony is required in-person by PRONTOTRAK, then the Customer shall pay all travel, lodging and meal expenses incurred by PRONTOTRAK.

B10. If the Customer desires ProntoTrak to provide data entry services, then the Customer shall request such services from ProntoTrak in writing and shall pay all corresponding costs and expenses therefore as provided herein.

EXHIBIT "C"

PRONTOTRAK FEE SCHEDULE

Product(s)	Participant-per day
24/7/365 GPS Monitoring	\$10.25
SCRAM CAM-Home Phone	\$11.25
SCRAM CAM-Ethernet	\$12.25
SCRAM CAM-Direct Connect	\$11.50
SCRAM CAM-Wireless	\$13.25
SCRAM CAM-House Arrest	\$13.25
SCRAM-Remote Breath	\$7.50
Smartphone Monitoring	\$3.50
PharmChem Drug Patch	\$100.00 per patch

Installation Fee \$75.00

Shelf Cost:

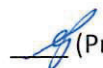
Up to N/A% additional inventory units are provided at no additional cost. Any units in the Customer's possession above that level that are not returned to Contractor will be charged \$ 0 per day/per unit.

EXHIBIT "D"

EQUIPMENT REPLACEMENT COST

EQUIPMENT DESCRIPTION	COST
Securus Monitoring Global Positioning System (GPS) Device	\$500.00
Global Positioning System (GPS) Device Charger	\$50.00
SCRAM/ATTENTI Global Positioning System (GPS) Device	\$1,000.00
SCRAM Continuous Alcohol Monitor (CAM)	\$1,495.00
SCRAM Continuous Alcohol Monitor (CAM) Straps	\$50.00
SCRAM Continuous Alcohol Monitor (CAM) Direct Connect Cable	\$75.00
SCRAM Continuous Alcohol Monitor (CAM) Base Station	\$700.00
SCRAM Continuous Alcohol Monitor (CAM) Transmitter	\$700.00
SCRAM Remote Breath Device	\$1,000.00
SCRAM Remote Breath Device Charger	\$50.00
SCRAM Remote Breath Device Case	\$15.00

ProntoTrak shall have the right at any time (i) to change the type, model, design or specifications of any equipment supplied hereunder without notice and without obligation to make the same or any similar change on any equipment previously supplied to the Customer; and (ii) to retrofit or replace any of the Customer's equipment to incorporate any upgrades or updates then available; provided, however, that nothing herein shall obligate ProntoTrak to provide the Customer with new models of equipment as a part of the Services or otherwise.

 (ProntoTrak Initials)

_____ (Customer Initials)



ServiceWise Electric

City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs, GA 30115

☎ (770) 828-6647
✉ rcarter@hollyspringsga.us

ESTIMATE	#8462
ESTIMATE DATE	Mar 19, 2024
SERVICE DATE	Mar 19, 2024
EXPIRATION DATE	Apr 25, 2024
TOTAL	\$1,749.32

SERVICE ADDRESS

937 Taylors Farm Ct
Canton, GA 30115

CONTACT US

2883 Holly Springs Pkwy
Canton, GA 30115

☎ (404) 704-4903
✉ service@servicewiseelectrical.com

ESTIMATE

Services	qty	unit price	amount
100 AMP SERVICE	1.0	\$1,597.00	\$1,597.00

To the right of the transformers, Install 125 amp 4 circuit meter disconnect on Unistrut, Meter will be set in a concrete base with 2" conduit from meter to 18" under ground. Install 8' ground rod and #2 solid copper. Run 20 amp 120 volt dedicated circuit for the camera box. A circuit may be needed for light if Sawnee EMC requires it.

DIAGNOSIS AND MISCELLANEOUS - Permit fee - Add'l Work	1.0	\$152.32	\$152.32
Permit fee			

Any additional items requested by the inspector but not included in the scope of work for this project will be billed as a change order.

We are not responsible for existing installations. If they require modifications to be brought up to code it will be billed as a change order.

need power company

Services subtotal: \$1,749.32

Robert H. Jager 3/20/2024

Steven W. Miller, Mayor
Date: April 15, 2024

Subtotal \$1,749.32

Attest:

Total \$1,749.32

Karen Norred, City Clerk
(Seal)

ServiceWise Electric thanks you for the opportunity to earn your business. Our work will be completed in accordance with all local/state code and authorities. All labor and material is included in the scope of work except for light fixtures that are provided by the home owner. Any questions/concerns - please contact our office. Please visit our website to pay your invoice online. www.servicewiseelectrical.com *estimate is valid for 30 days for service work and 15 days for projects. please call office if over time frame to confirm pricing* ** A 2.9% convenience fee will be added to all credit card transactions**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHEROKEE SHERIFF'S OFFICE AND THE CITY OF HOLLY SPRINGS POLICE DEPARTMENT FOR THE FORMALIZATION OF EFFORTS IN FURTHERANCE OF THE COLLABORATIVE CAPABILITIES AND READINESS FOR SPECIAL WEAPONS AND TACTICS (SWAT) TEAMS

This contract is dated for identification this day ___ of _____ 2024, and is made by and between the SHERIFF OF CHEROKEE COUNTY, Georgia, which had as its address 498 Chattin Drive, Canton, GA, 30115, and the CHIEF OF HOLLY SPRINGS POLICE DEPARTMENT, Georgia, which had as its address 3235 Holly Springs Parkway, Holly Springs, GA, 30142 (hereinafter referred to as "CHEROKEE" and "HOLLY SPRINGS").

RECITALS

- a) CHEROKEE and HOLLY SPRINGS are in close proximity and share overlapping demands for law enforcement responses, often to high risk/critical incidents requiring specially trained tactical teams.
- b) The Sheriff of CHEROKEE and Chief of HOLLY SPRINGS have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more effective and expeditious through the standardization of training, tactics, and equipment of their respective teams; along with, ongoing and regular joint training between the teams.
- c) The Sheriff of CHEROKEE and Chief of HOLLY SPRINGS have long recognized that in order to successfully resolve a tactical situation, a chief law enforcement administrator must have the proper tactical options at his or her disposal. When situations which exceed the capabilities of normal law enforcement, the ability to effectively support or integrate the tactical resources of the two jurisdictions is ideal.
- d) The Sheriff of CHEROKEE and Chief of HOLLY SPRINGS recognize that having highly trained and skilled tactical team, capable of providing support during a critical incident, and/or, fully capable of functioning as an integrated team when the situation dictates, reduces the risk of injury or loss of life to our residents, law enforcement officers, and suspects; and increases the likelihood of successful resolutions of critical incidents through the increased capabilities provided.
- e) Standardized and continuous training of our tactical personnel provide for a more expedient response in situations that are fluid, quickly evolving, and require the immediate response of personnel on duty or in close proximity to the situation at hand.
- f) The purpose of this document is to formalize the current agreement between CHEROKEE SHERIFF'S OFFICE and HOLLY SPRINGS POLICE DEPARTMENT as it pertains to adding Holly Springs police officers to the CHEROKEE SHERIFF'S SWAT TEAM, so

that they can more effectively provide support for one another; and/or operate as a fully integrated team when the incident warrants said response.

- g) The Sheriff of CHEROKEE COUNTY and the Chief of HOLLY SPRINGS now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative agreement. NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.
- h) This MOU hereby incorporates, pursuant to O.C.G.A. 36-69-3.1, the following code sections: O.C.G.A. § 36-69-4, O.C.G.A. § 36-69-5, O.C.G.A. § 36-69-6, O.C.G.A. § 36-69-7, and O.C.G.A. § 36-69-8. The authority outlined herein and as referenced in O.C.G.A. § 36-69-1 et seq., (the Georgia Mutual Aid Act) shall be in addition to any authority granted to law enforcement officers employed by the parties or any party as set out in O.C.G.A. §17-4-20.
- i) Authority to Execute: The undersigned expressly and affirmatively confirm their authority to enter into this MOU.

1. ENTITIES' STATUS

It is formally agreed that the Special Weapons and Tactics (SWAT) team of the CHEROKEE SHERIFF'S OFFICE and the HOLLY SPRINGS POLICE DEPARTMENT SWAT TEAM will retain their status as separate and independent entities which possess the skills and capabilities to act as a fully integrated team when the situation dictates such response.

2. PURPOSE/MISSION STATEMENT

It is the intent of the signatories to achieve the following:

- a) Ensure that the training, tactics, equipment, and skill sets of the members of the SWAT teams are mutually compatible to the greatest degree possible to further enhance the effectiveness and operational readiness of each team in both a support capacity or as an integrated team.
- b) Provide for an enhanced rapid response tactical team which can be organized in the minimal amount of time possible for critical incidents where an immediate response is needed.

3. TERM

This agreement will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect until the governing body of enters an intent of their withdrawal in writing.

4. PERSONNEL

CHEROKEE SHERIFF'S OFFICE will retain responsibility for the recruitment and selection of personnel for their respective SWAT teams. The CHEROKEE SHERIFF may reject any candidate proposed for assignment to his or her respective SWAT team. The SWAT Team Commander may remove any officer from his or her SWAT team for any or no reason. Personnel assigned to the SWAT team shall be full-time sworn members of their respective agency.

In addition:

- a) All participating personnel will attend scheduled training sessions.
- b) New personnel appointed to the SWAT team will be required to successfully complete a POST certified basic special weapons and tactics course as soon as practical.

5. PERSONNEL COSTS AND EXPENSES

Each agency will be responsible for all personnel costs and obligations associated with the staff it assigns to the SWAT team, including, but not limited to specialized training, travel expenses related to training and or deployment, base salary, overtime salary and fringe benefits, uniforms, ammunition, firearms, Workers' Compensation, disability, and retirement benefits. Each department will provide their participating personnel with the requisite safety equipment set forth in the policy and procedures of the SWAT team and as may be amended from time to time consistent with professional standards and practices as deemed reasonable and appropriate by the Sheriff of Cherokee County.

6. POLICIES AND PROCEDURES

Each officer assigned to the CHEROKEE and HOLLY SPRINGS SWAT teams will follow the policies and general orders of the CHEROKEE SHERIFF'S OFFICE when the team is activated.

7. AMENDMENTS/ENTIRE AGREEMENT

Amendments and/or modifications to this Agreement can be proposed at any time by either agency. No amendment shall be effective unless the amendment is in writing and signed by each of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party acknowledges that this Agreement contains the entire agreement between the parties.

Cherokee Sheriff's Office

By: 

Name: Frank Reynolds

Title: Sheriff

Date: 3/15/2024

City of Holly Springs Police Department

By: _____

Name: Tommy Keheley

Title: Chief of Police

Date: April 15, 2024

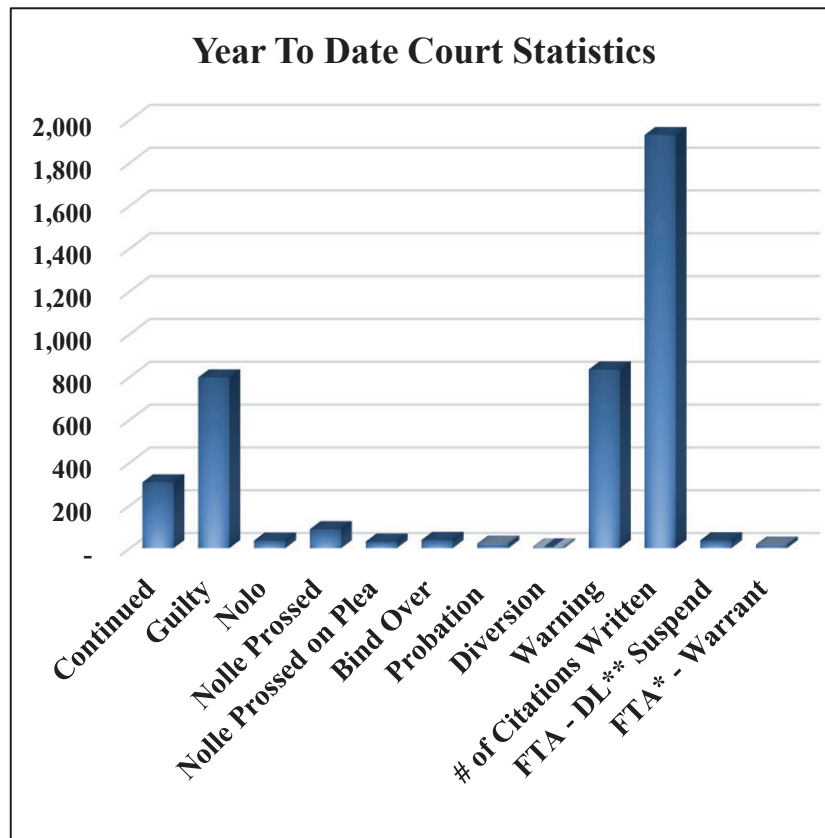


City of Holly Springs Court Statistics 2024 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	84	86	137										307
Guilty	184	205	408										797
Nolo	11	9	15										35
Nolle Prossed	33	26	29										88
Nolle Prossed on Plea	6	16	8										30
Bind Over	9	14	15										38
Probation	4	13	4										21
Diversion	0	3	5										8
Warning	327	230	277										834
# of Citations Written	627	641	661										1,929
FTA - DL** Suspend	22	10	4										36
FTA* - Warrant	4	4	8										16
	1,311	1,257	1,571	-	-	-	-	-	-	-	-	-	4,139

* Failure to Appear

** Driver's License





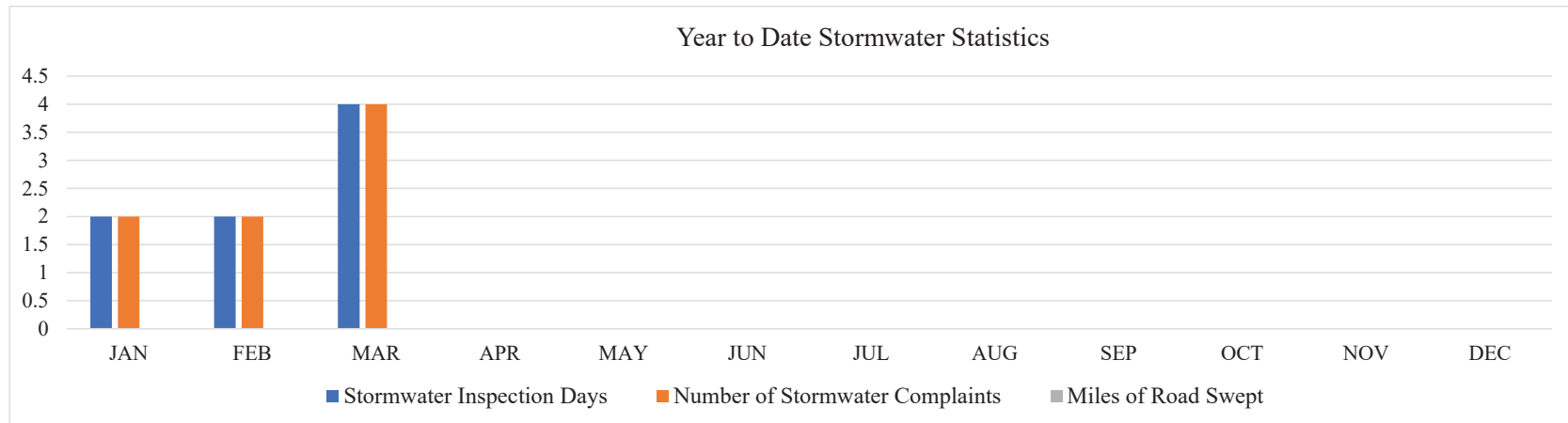
**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Mar-24
Pot Hole Repair	0
Tree Service Work	2
ROW Mowing	25
Dead Animal Pick Up	2
Street Sweeping	0
Road Salting	0
Sign Maintenance	5
Litter Pickup	6
Stormwater maintenance	7
Traffic Signals	0
Equipment Maintenance	2
Misc. Work Orders	10
PARKS	
J.B. Owens	12
Barrett Park	1
J.C. Mullins	19
Monthly Totals	91



City of Holly Springs Stormwater Statistics 2024 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	2	2	4										8
Number of Stormwater Complaints	2	2	4										8
Miles of Road Swept	0	0	0										0

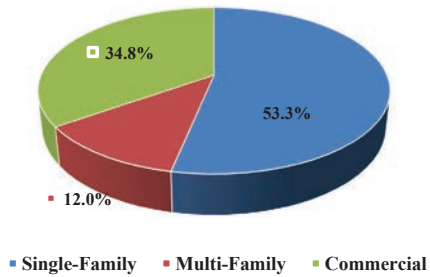




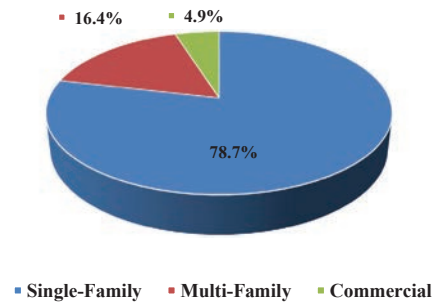
City of Holly Springs
Building Permits and Certificates of Occupancy
2024 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	1	7	4										12
Accessory Structures	1	2	2										5
Additions		1	3										4
Basement Buildouts		1											1
Mechanical	1	1	2										4
Plumbing	2	1	2										5
Electrical	1	2	3										6
Miscellaneous	9	3											12
Residential Fence	3		4										7
Certificates of Completion	2	3	5										10
Certificates of Occupancy	13	16	9										38
Multi-Family													
Townhomes	11												11
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	10												10
Commercial													
New Structures			2										2
Addition-C													0
Tenant Build Outs	1	1											2
Accessory Structures			1										1
Mechanical													0
Plumbing													0
Electrical	1		2										3
Misc-C	3	2	6										11
Signs	3	2	3										8
Utilities	2	2	1										5
Commercial Fence	1												1
Certificates of Completion		1	1										2
Certificates of Occupancy		1											1

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





City of Holly Springs Occupational Tax Summary 2024 Year to Date

Construction Trade
Equipment Rental
Home Occupation
Insurance Company
Professional Services
Restaurant

Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
2	-	-	-	-	-	-	-	-	-	-	-	2	7.41%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
8	5	5	-	-	-	-	-	-	-	-	-	18	66.67%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
3	3	1	-	-	-	-	-	-	-	-	-	7	25.93%
-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
13	8	6	-	-	-	-	-	-	-	-	-	27	100.00%

