



Downtown Development Authority of Holly Springs

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Wednesday, November 19, 2025 | 6:00 PM

Ollie Evans - Chair | Maggie Grayeski | Andrea Johnston

Steven W. Miller | Scott Owen - Vice Chair | Ryan Smith | Kyle Whitaker

AGENDA

I. CALL TO ORDER

II. OLD BUSINESS

III. NEW BUSINESS

- A. Proposal dated July 9, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #6 Town Center Hardscape/Landscape/Electrical/AV Phasing Plans as shown in Exhibit "A", in an amount not to exceed \$15,600.
- B. Proposal dated October 22, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #7 Parking Deck Landscape Design as shown in Exhibit "A", in an amount not to exceed \$7,800.
- C. 2026 Budget Appropriation for the Year Ending December 31, 2026.
- D. Downtown Development Authority of Holly Springs membership appointments.
- E. September 17, 2025 Downtown Development Authority of Holly Springs meeting minutes.

IV. REPORTS

V. ADJOURNMENT

ITEM REPORT

AGENDA ITEM NUMBER: III.A.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 19, 2025

AGENDA ITEM: Proposal dated July 9, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #6 Town Center Hardscape/Landscape/Electrical/AV Phasing Plans as shown in Exhibit "A", in an amount not to exceed \$15,600.

EXECUTIVE SUMMARY:

Proposal dated July 9, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #6 Town Center Hardscape/Landscape/Electrical/AV Phasing Plans.

FISCAL IMPACT:

\$15,600.00

ATTACHMENTS:

1. Holly Springs Town Center Add Service #6

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration

July 9, 2025

VIA EMAIL

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

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #6: Town Center Hardscape/Landscape/Electrical/AV Phasing Plans
Holly Springs, Georgia**

Mr. Logan:

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

Project Understanding

Foresite Group has been requested to provide an add service proposal to develop phasing plans for the hardscape, landscape, lighting, and AV plans for Holly Springs Town Center.

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

1. Delineation of desired phases is shown in Exhibit A, attached.
2. Phase 1 is being bid separately and will not be included in this set or part of this scope.
3. Design document changes will include removal of the following. No other design changes are included in this scope except for revisions necessary to achieve the phasing limits shown.
 - a. Phase 1 landscape/lighting/irrigation
 - b. (1) dumpster enclosure
 - c. (2) restroom buildings at the amphitheater area.
4. Permit plans issued by Foresite Group on 8/25/2023 to serve as basis of construction document revisions. Products/materials specified in these plans to remain.
5. Revisions to plans during bidding and construction for value engineering are not included in this scope.

6. Revisions to site lighting photometric plans are not included in this scope.
7. Additional site visits are not included in this scope.
8. Meetings with Client will be via phone or online.
9. Addressing of permitting comments are not included in this scope.
10. Updates to opinion of probable cost are not included in this scope.
11. Bidding will be managed and advertised by others.
12. Proposal scope and fees are valid from 60 days from date of proposal.

SECTION 1 **Scope of Services**

Task 1 – Hardscape/Landscape/Electrical/AV Phasing Plans: *Foresite Group will complete the following tasks as part of this phase:*

1. Update CAD backgrounds for hardscape, landscape, audio/video, electrical and irrigation plans to remove elements already constructed or those to be built in a future phase.
2. Revise design documents to account for phasing lines.
3. Incorporate changes into 95% level construction documents.
4. Issue 95% construction documents to Client for review.
5. Meet with Client to review construction documents.
6. Incorporate Client comments into final construction documents.

Deliverables:

- *PDF of Construction Documents*

SECTION 2 **Additional Services**

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

1. Construction documents revisions beyond those listed in the scope.
2. Meetings and additional site visits outside scope of services.
3. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.
4. Addressing permit comments.
5. Opinion of probable cost.

SECTION 3
Fees

Task	Task Fee
Task 1 – Hardscape/Landscape/Electrical/AV Phasing Plans	\$ 15,600.00
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Total	\$ 15,600.00

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

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

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

2025 Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 295-415/hour
Practice Leader	\$ 260-295/hour
Chief Engineer	\$ 250-295/hour
Division Leader	\$ 180-225/hour
Senior Project Manager	\$ 190-230/hour
Senior Project Engineer	\$ 180-245/hour
Senior Landscape Architect	\$ 140-175/hour
Project Landscape Architect	\$ 120-160/hour
Project Manager	\$ 140-175/hour
Project Engineer	\$ 155-180/hour
Project Analyst	\$ 125-140/hour
Senior Designer	\$ 135-175/hour
Designer	\$ 105-120/hour
CAD Drafter	\$ 85-105/hour
Administrative Assistant	\$ 80/hour
Expert Witness	\$ 295/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign and return this Letter Agreement in the spaces below.

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

Sincerely,
FORESITE GROUP, LLC.

By: 

Name: Jonathan Bullard
Title: Senior Project Manager, Greenspace + Land Design
Date: July 9, 2025

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

Client:
Holly Springs Downtown Development Authority

By: _____
(Signature)

Name: _____
(Printed Name)

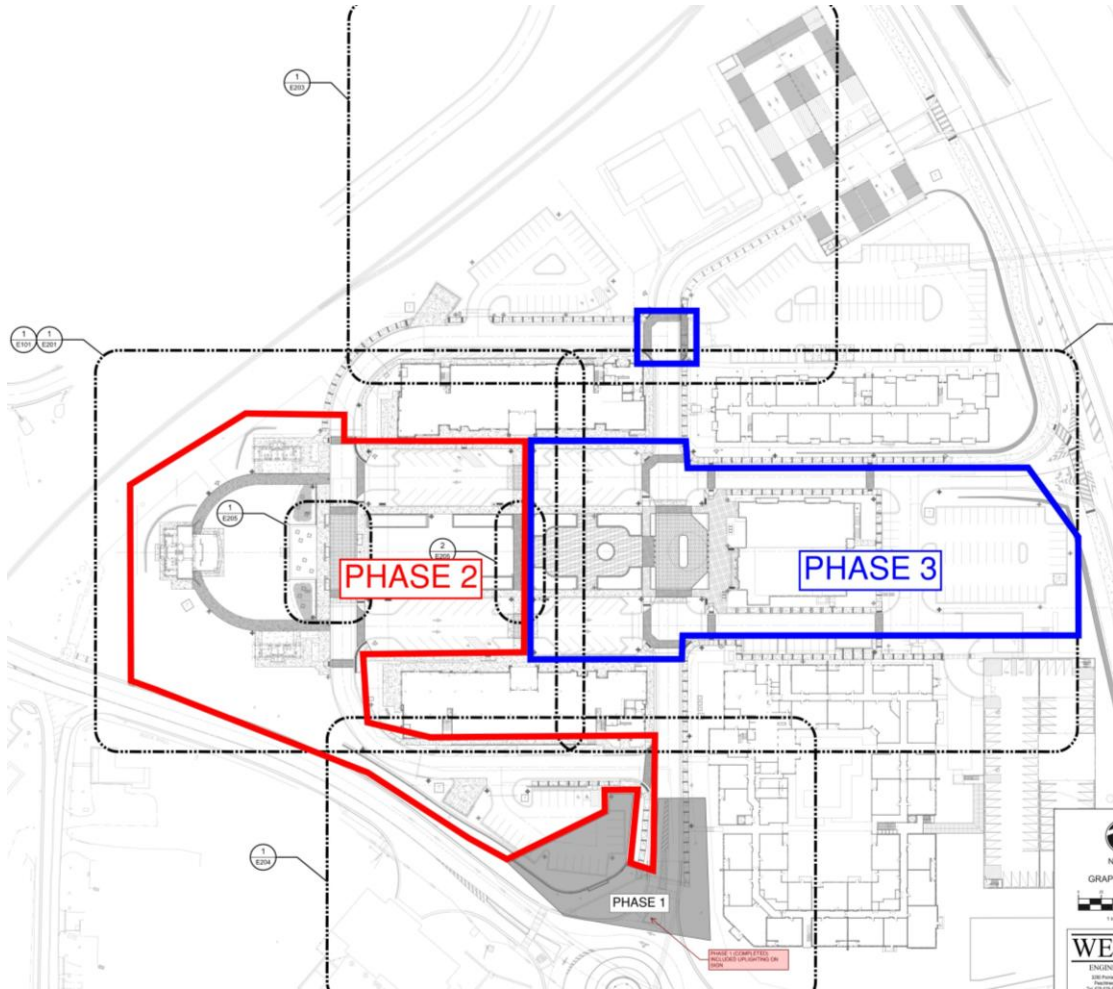
Title: _____

Date: _____

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

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

Exhibit 'A'
Scope Limits



ITEM REPORT

AGENDA ITEM NUMBER: III.B.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 19, 2025

AGENDA ITEM: Proposal dated October 22, 2025, from Foresite Group, LLC for Professional Design Services to Add Service #7 Parking Deck Landscape Design as shown in Exhibit "A", in an amount not to exceed \$7,800.

EXECUTIVE SUMMARY:

The City of Holly Springs requested a proposal from Foresite Group, LLC for professional design services for a landscape plan for the Holly Springs Town Center Parking Deck. The proposal was submitted to the City on October 22, 2025.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

FISCAL IMPACT:

\$7,800.

ATTACHMENTS:

1. Foresite Group Add Service 7

RECOMMENDATION:

The staff recommendation is approval of Add Service #7 from Foresite Group, LLC.

CONCURRENCES:

Finance and Administration

October 22, 2025

VIA EMAIL

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

**Re: Letter Agreement for Professional Design Services
Holly Springs Town Center
Add Service #7: Parking Deck Landscape Design
Holly Springs, Georgia**

Mr. Logan:

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

Project Understanding

Foresite Group has been requested to provide an add service proposal for landscape and irrigation design of the area surrounding the parking deck of Holly Springs Town Center.

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

1. Limits of scope are identified in Exhibit A, attached.
2. Scope is limited to landscape and irrigation design.
3. Hines Inc, a subconsultant of Foresite Group, will provide irrigation design.
4. Client to provide linework of latest parking deck, utilities, storm piping, etc. in AutoCAD format.
5. Site electrical plans are not included in this scope. Electrical for irrigation controller to be provided by others.
6. Meetings with Client will be via phone or online.
7. This scope will be bid as a separate project from Town Center hardscape/landscape.
8. Revisions to plans during bidding and construction for value engineering is not included in this scope.
9. Cost estimating is not included in this scope.

10. Permitting submittals, if required, will be managed and submitted by the Client with Foresite Group addressing permit comments.
11. Permitting and impact fees, if required, will be paid by Client.
12. Bidding will be managed and advertised by others and is not included in this scope.
13. One (1) site visit during CA is included in this scope. Site visit to be conducted by landscape architect.
14. Proposal scope and fees are valid from 90 days from date of proposal.

SECTION 1 **Scope of Services**

Task 1 – Parking Deck Landscape & Irrigation Design: *Foresite Group will complete the following tasks as part of this phase:*

1. Develop preliminary landscape design and plant palette.
2. Issue preliminary landscape plan to Client for review.
3. Incorporate client changes into final landscape plan and details.
4. Develop irrigation plans and details.
5. Submit final landscape and irrigation plans to Client.

Deliverables:

- *PDF's of Landscape Plans & Details*
- *PDFs of Irrigation Plans & Details*

Task 2 – Construction Administration Assistance: *Foresite Group will complete the following tasks as part of this phase:*

1. Respond to RFI's from Contractor.
2. Review Contractor's submittals.
3. Conduct 1 site visit for punch inspection.

Deliverables:

- *RFI/Submittal responses*
- *Punch list*

SECTION 2 **Additional Services**

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

1. Cost estimating.
2. Bidding assistance.
3. Construction documents beyond those listed in the scope.
4. Meetings and additional site visits outside scope of services.

5. Changes to civil/architecture plans after approval of landscape design.
6. Work resulting from changes made in the contract documents to facilitate construction procedures requested after release of the contract documents.

SECTION 3
Fees

Task	Task Fee
Task 1 – Parking Deck Landscape & Irrigation Design	\$ 5,700.00
Task 2 - Construction Administration Assistance	\$ 2,100.00
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Total	\$ 7,800.00

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

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

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

2025 Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 285-415/hour
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Chief Engineer	\$ 280-305/hour
Division Leader	\$ 200-265/hour
Senior Project Manager	\$ 200-280/hour
Senior Project Engineer	\$ 200-270/hour
Senior Landscape Architect	\$ 140-180/hour
Project Landscape Architect	\$ 125-170/hour
Project Manager	\$ 140-180/hour
Project Engineer	\$ 155-185/hour
Senior Project Analyst	\$ 150-170/hour
Project Analyst	\$ 125-140/hour
Senior Designer	\$ 140-185/hour
Designer	\$ 105-120/hour
CAD Drafter	\$ 85-105/hour
Administrative Support	\$ 80-125/hour
Expert Witness	\$ 305/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign and return this Letter Agreement in the spaces below.

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

Sincerely,
FORESITE GROUP, LLC.

By: _____

Name: Jonathan Bullard

Title: Senior Project Manager, Greenspace + Land Design

Date: October 22, 2025

Client:
City of Holly Springs

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

Client:
Holly Springs Downtown Development Authority

By: _____
(Signature)

Name: _____
(Printed Name)

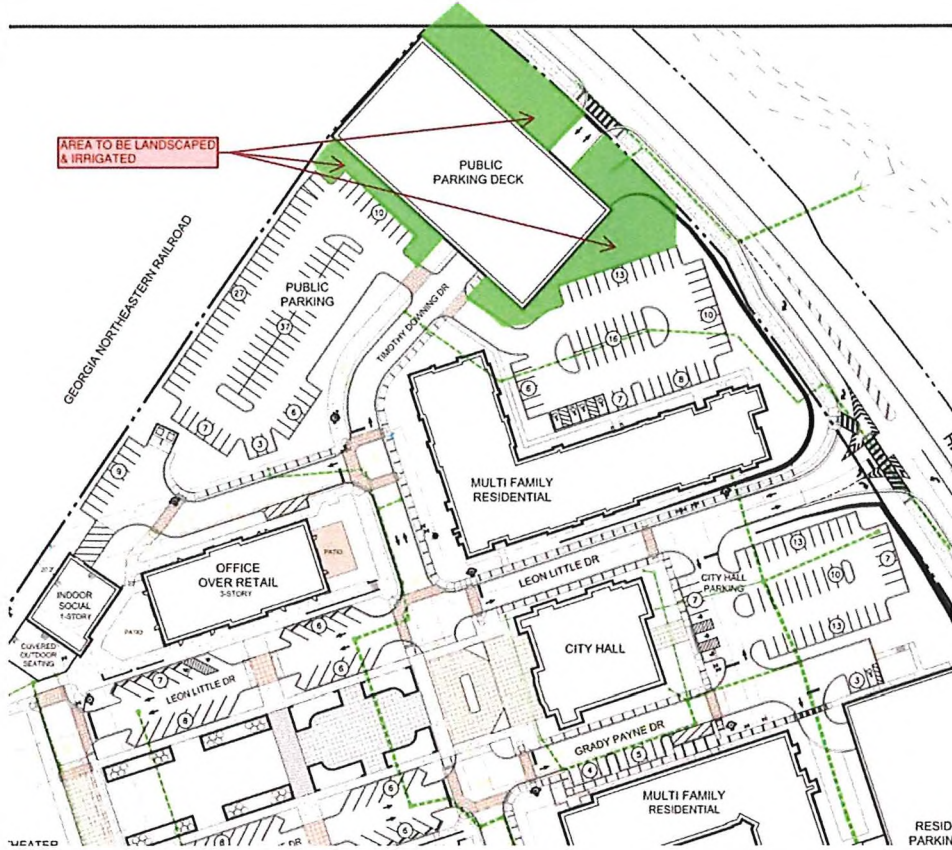
Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
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Foresite Group, LLC.
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092
ar@fg-inc.net

Exhibit 'A' Scope Limits



FORESITE GROUP, LLC
STANDARD TERMS AND CONDITIONS

- 1 **Scope and Term.** Foresite Group will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (these "Terms and Conditions", together with the Letter Agreement and incorporated by reference therein, this "Agreement") These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement Except as set forth in the Letter Agreement, Foresite Group will provide its own tools, materials, equipment, and other business items necessary to perform the Services Fees, as defined in the letter agreement, are to perform each task one time Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals and Permitting Tasks, if applicable If requested by the Client and agreed to by Foresite Group, Foresite Group will perform additional services ("Additional Services") at Foresite Group's then current hourly rates, or an agreed upon sum, per a separate letter agreement which will be subject to these Standard Terms and Conditions
- 2 **Opinions on Costs.** When included in Foresite Group's scope of services, any opinions or estimates of probable construction costs are prepared based on Foresite Group's experience and qualifications and represent Foresite Group's judgment as a professional generally familiar with the industry Foresite Group has no control over the cost of labor, materials, equipment, or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, therefore, Foresite Group does not make any guarantees that proposals, bids, or actual construction costs will not vary from Foresite Group's opinions or estimates of probable construction costs
- 3 **Termination.** Client or Foresite Group may terminate this Agreement for any reason by giving the non terminating party seven days written notice prior to the proposed termination, provided, however, if payment is not made by Client within three (3) days of written notice by Foresite Group to Client of nonpayment, Foresite Group may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement In the event of termination by either party for any reason, Client shall pay Foresite Group for all Services performed up to the effective date of termination and other reasonable expenses incurred by Foresite Group as a result of the termination Sections 3, 4, 5, 6, 7, 9, 11, 14, and 16 will survive the expiration or termination of this Agreement for any reason
- 4 **Terms of Payment.** Client will pay Foresite Group as follows
 - 4 1 Foresite Group will submit to Client an itemized invoice for all the applicable amount(s) due hereunder, including without limitation any expenses incurred by Foresite Group Payment will be due 28 days from date of invoice and will be payable only in U S dollars All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater Foresite Group may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability, until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith
 - 4 2 If Client objects to any invoice, it must advise Foresite Group in writing its reasons within 10 days of receipt of the invoice or the Client's objections will be waived and the invoice shall conclusively be deemed due and owing
 - 4 3 Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Foresite Group's net income
 - 4 4 All payments shall be made via the attached payment options Immediately prior to making each payment via EFT, Client shall verbally confirm payment instructions with an authorized representative of Foresite Group designated in writing by Foresite Group as the appropriate representative to confirm said instructions Client agrees that it is solely responsible for confirming payment instructions as required herein Client shall indemnify, hold harmless and make whole Foresite Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents and subconsultants against all damages, liabilities, losses or costs, including reasonable attorneys' fees and costs, to the extent caused by the Client's failure to confirm payment instructions prior to sending payment via EFT as required by this Agreement
- 5 **Ownership.** Each party will retain title to all of its respective Confidential Information as defined in Section 7 below, whether developed before, during, or after the Services Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, reports, electronic files, field data, notes and other documents and instruments prepared by Foresite Group and delivered to Client hereunder are instruments of professional service (the "Instruments") and may be used by Client only for purposes of the project for which they are made (the "Project") Such Instruments shall be considered authored and owned by Foresite Group and shall remain the property of Foresite Group, whether the Project is completed or not Foresite Group shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto Client shall be permitted to retain copies of such Instruments for information and reference only The Instruments shall not be used or relied upon by Client (a) if they are not completed or are partially complete, or (b) on other projects, or for additions to the Project, except by agreement in writing and with appropriate compensation to Foresite Group
- 6 **Use.** Any unauthorized use of such Instruments shall be at the Client's sole risk and without liability to Foresite Group Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Foresite Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's unauthorized use of such Instruments of Professional Service In the event of a conflict between the signed and sealed construction documents prepared by Foresite Group and the electronic files, the signed and sealed hard-copy construction documents shall govern
- 7 **Confidentiality.** "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data (including the amount of or information regarding the fees for the Services), manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans Each party acknowledges that in the performance of any Services it may be supplied with Confidential Information of the other party Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care Except with specific prior written authorization, each party will not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees and representatives who need to know such information in connection with the performance of the Services, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party, (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure, (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure, (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the

receiving party shall notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.

- 8 **Indemnification.** In the event there is a third party claim against the Client or liability to a third party, Foresite Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by Foresite Group's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Foresite Group, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Foresite Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's sole negligence or for the negligence of others.
- 9 **Representation.** In providing services under the Letter Agreement, Foresite Group shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Foresite Group's profession currently practicing under similar conditions at the same time and in the same or similar locality. Foresite Group does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Foresite Group does not warrant that the Services will be error-free.
- 10 **Limitation of Liability.**
 - 10.1 In recognition of the relative risks and benefits of the Services to both Client and Foresite Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Foresite Group and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Foresite Group parties shall not exceed Fifty Thousand Dollars (\$50,000), or the total fee for services rendered pursuant to the Letter Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
 - 10.2 Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Foresite Group, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Foresite Group will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Foresite Group hereunder.
 - 10.3 Notwithstanding any provision to the contrary in this Agreement, Foresite Group's scope of Services does not and will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Foresite Group is in no event liable for any environmental review or claims.
- 11 **Consequential Damages.** Notwithstanding any other provisions of this agreement, Foresite Group will not be liable to Client for any punitive, consequential, indirect, or special damages, including without limitation, loss of profits, revenues, or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12 **Subcontracting.** Foresite Group may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Foresite Group remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.
- 13 **Independent Contractor.** Both parties agree that Foresite Group is an independent contractor in relation to Client and will not be considered an employee, agent, or servant of Client. It is agreed that Foresite Group will have the right to control the details of its Services. Client and Foresite Group agree that in no respect will any employee of Foresite Group be an employee of Client.
- 14 **Force Majeure.** Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, pandemics, epidemics or other biological events, including governmental orders arising out of such events, and other cause beyond the reasonable control of the parties hereto, provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.
- 15 **Disputes.** Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Letter Agreement shall be resolved through litigation. Any action at law or in equity brought to enforce the terms of this Agreement, alleging a breach thereof, or otherwise in connection with, arising out of or relating to the subject matter of the Agreement or the Services shall be brought in the state courts of Gwinnett County, Georgia, which shall be the exclusive venue for all such actions. The parties hereby consent to the jurisdiction of the state courts of Gwinnett County, Georgia with respect to any such action, waiving any objection to said jurisdiction. Each party agrees to waive a trial by jury.
- 16 **Miscellaneous.** This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

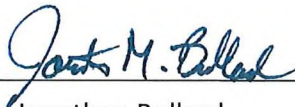
CLIENT:

By: _____

Name _____

Title: _____

FORESITE GROUP, LLC:

By:  _____

Name: Jonathan Bullard _____

Title: Senior Project Manager _____

City of Holly Springs
Fiscal Year 2026 Proposed Budget
Downtown Development Authority

Account Number	Description	Budgets		Variance
		FY2025 Budget	FY2026 Budget	
555-0000-38-9000	Other Miscellaneous Revenues	6,500	6,500	-
555-0000-39-2200	Proceeds from Sale of Property	500,000	2,234,500	1,734,500
	TOTAL REVENUES	\$ 506,500	\$ 2,241,000	\$ 1,734,500
555-7550-52-3600	Dues and Fees	500	500	-
555-7550-52-3700	Training	250	250	-
555-7550-52-3860	DDA Meetings	3,000	3,000	-
555-7550-53-1700	Other Expenditures	250	250	-
555-7550-57-1000	Stormwater	2,500	2,500	-
555-7550-61-1000	Transfer to Primary Government	500,000	2,234,500	(1,734,500)
	TOTAL EXPENDITURES	\$ 506,500	\$ 2,241,000	\$ (1,734,500)

ITEM REPORT

AGENDA ITEM NUMBER: III.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: November 19, 2025

AGENDA ITEM: Downtown Development Authority of Holly Springs membership appointments.

EXECUTIVE SUMMARY:

Per the Downtown Development Authority of Holly Springs bylaws, each seat is appointed for a four-year term, except for the seat held by a sitting councilmember, which is appointed for a one-year term. The members listed below have terms expiring on December 31, 2025. New proposed terms are listed next to each member.

Scott Owen: January 1, 2026 - December 31, 2029

Ryan Smith: January 1, 2026 - December 31, 2029

Kyle Whitaker: January 1, 2026 - December 31, 2026

Each member has expressed the desire to continue serving on the DDA. Your recommendation will be sent to City Council for consideration.

FISCAL IMPACT:

Not applicable.

ATTACHMENTS:

None

RECOMMENDATION:

Staff defers to the recommendation of the Authority.

CONCURRENCES:

Not applicable.

**City of Holly Springs
Downtown Development Authority of Holly Springs Minutes
September 17, 2025**

Authority Members Present: Chairman Ollie Evans, Vice Chairman Scott Owen, Treasurer Maggie Grayeski, Authority Member Steven Miller, Authority Member Ryan Smith, and Councilman Kyle Whitaker.

Authority Members Not Present: Secretary Andrea Johnston.

Staff Present: City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, and Community Development Director Nancy Moon.

I. CALL TO ORDER

Chairman Evans called the Downtown Development Authority of Holly Springs Meeting to order.

II. OLD BUSINESS

- A. Certificate of Appropriateness (CA-02-2025) for the Holly Springs Town Center Parking Deck located at 189 Timothy Downing Drive, Holly Springs, GA, tax parcel 103 of tax plat 15N14.

Chairman Evans made a motion to approve. Vice Chairman Owen seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

III. NEW BUSINESS

- A. August 20, 2025 Downtown Development Authority of Holly Springs Meeting minutes.

Vice Chairman Owen made a motion to approve the minutes. Treasurer Grayeski seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

- B. Invoice #59564 from Cherokee County Chamber of Commerce for the Authority's Annual Membership Investment in an amount not to exceed \$340.

Authority Member Miller made a motion to approve. Vice Chairman Owen seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

IV. REPORTS

City Manager Robert H. Logan informed the Authority that Walton Communities, LLC had verbally requested a land swap to accommodate their need for additional 71 parking spaces to satisfy financing requirements from the U.S. Department of Housing and Urban Development.

City Manager Robert H. Logan announced that Georgia Power will complete underground utility work by November 30, 2025 to supply power to the parking deck.

Authority Member Miller requested an updated project timeline and budget, as well as the retail agreement within the next two meetings.

V. ADJOURNMENT

Authority Member Miller made a motion to adjourn the meeting. Vice Chairman Owen seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

Respectfully Submitted.

Ollie Evans, Chairman

Erin Honea, Communications &
External Affairs Director