



City of Holly Springs

Date: Wednesday, September 28, 2022
Location: 3235 Holly Springs Parkway

Downtown Development Authority Work Session Agenda 6:00 p.m.

I. CALL TO ORDER

II. NEW BUSINESS

- A. Discuss and approve/deny a Fifth Amendment to Agreement for Sale and Purchase of Real Property between Walton Holly Springs, LLC and the Downtown Development Authority of Holly Springs and authorize and ratify the signatures of the Chairman and the Communications & External Affairs Director
Presented By: Robert H. Logan, City Manager

- B. Discuss and approve/deny acceptance of the resignation of Guillermo Sanabia
Presented By: Robert H. Logan, City Manager

- C. Discuss and appoint Secretary of the Downtown Development Authority of Holly Springs
Presented By: Robert H. Logan, City Manager

- D. Discuss and approve/deny a Change Order (PCO 10) from Vertical Earth Incorporated for the Palm Street and Hickory Road Curb, Gutter, and Sidewalk Extension in an amount not to exceed \$222,732
Presented By: Robert H. Logan, City Manager

- E. Discuss and approve/deny an amendment (PCO 11) to the Sitework Contract for the Holly Springs Mixed-Use Infrastructure Project (RFB #2021-02) among Vertical Earth Incorporated, the Downtown Development Authority of Holly Springs, and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

- F. Discuss and approve/deny a Lease Agreement among Cherokee FOCUS, Inc., the Downtown Development Authority of Holly Springs, and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

- G. Discuss and approve/deny a quote from Parker Young Construction, LLC for construction of a deck and ramp at the structure located at 113 Palm Street, Holly Springs, Georgia in an amount not to exceed \$21,571.51

Presented By: Robert H. Logan, City Manager

- H. Approve/deny August 17, 2022 meeting minutes

III. REPORTS

IV. ADJOURNMENT

**FIFTH AMENDMENT TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

THIS FIFTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (this “Fifth Amendment”) is made and entered effective the 9th day of September, 2022 by and between WALTON HOLLY SPRINGS, LLC, a Georgia limited liability company (hereinafter referred to as “Purchaser”) and DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS (hereinafter referred to as “Seller”).

W I T N E S S E T H:

WHEREAS, Stonecrest Homes GA, LLC, a Georgia limited liability company (“Stonecrest Homes”) and Seller entered into that certain Agreement for Sale and Purchase of Real Property dated as of August 18, 2021, as amended by that certain First Amendment to Agreement for Sale and Purchase of Real Property dated February 16, 2022, further amended by that certain Second Amendment to Agreement for Sale and Purchase of Real Property dated March 30, 2022, further amended by that certain Third Amendment to Agreement for Sale and Purchase of Real Property dated June 30, 2022, and further amended by that certain Fourth Amendment to Agreement for Sale and Purchase of Real Property dated July 18, 2022 (as amended, hereinafter referred to as the “Purchase Agreement”), pursuant to which the Seller agreed to sell to Stonecrest Homes certain real property located in Land Lots 306, 307, 342, and 343, 15th District, City of Holly Springs, Cherokee County, Georgia (the “Property”);

WHEREAS, Stonecrest Homes transferred and assigned all of its rights and obligations under the Purchase Agreement to Purchaser pursuant to that certain Assignment and Assumption of Purchase Agreement dated November 1, 2021; and

WHEREAS, the parties are desirous of amending certain terms and provisions of the Purchase Agreement, as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby amend the Purchase Agreement as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as part of this Fifth Amendment.
2. Defined Terms. All capitalized terms used herein shall have the meanings ascribed to those terms in the Purchase Agreement, unless otherwise specified herein.
3. Conflicting Provisions. Where conflicting, the terms and provisions of this Fifth Amendment shall supersede and control over those set forth in the Purchase Agreement.
4. Inspection Period. Seller and Purchaser hereby extend the Contingency Deadline until Friday, December 30, 2022, at 5:00 p.m.

5. Counterparts. The parties agree to accept this Fifth Amendment as fully executed upon receipt of counterpart signatures via facsimile or electronic mail. This Fifth Amendment, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

6. All other terms and conditions of the Purchase Agreement will remain the same and unchanged. By execution of this Fifth Amendment, the Seller and Purchaser affirm that the Contingency Deadline has not expired and that the Purchase Agreement is in full force and effect. Any termination of the Purchase Agreement prior to the date of this Fifth Amendment shall be null and void. Further, any termination or expiration of the Contingency Deadline prior to the date of this Fifth Amendment shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment under seal as of the date indicated above.

SELLER:

**DOWNTOWN DEVELOPMENT AUTHORITY
OF HOLLY SPRINGS**

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

WALTON HOLLY SPRINGS, LLC,
a Georgia limited liability company

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM BY:

**ATTORNEY FOR THE CITY OF HOLLY
SPRINGS, GEORGIA**

By: _____

Name: _____

Title: _____

PCO 10

SITE: Holly Springs Mixed Use
 Holly Springs, GA

DATE: 9/16/2022

SCOPE OF WORK: Sidewalk Improvements along Palm Street and Hickory Road adjacent to Holly Springs Mixed Use Project.

Description	Quantity	Unit Rate	Total Amount
General Conditions			
Supervision/Mobilization/Support	1 LS	\$ 9,084.00	9,084.00
Traffic Control	15 Days	\$ 1,500.00	\$ 22,500.00
Erosion Control			
Install and Remove Silt Fence	480 LF	\$ 4.50	\$ 2,160.00
Erosion Maintenance & Mulching	1 LS	\$ 4,000.00	\$ 4,000.00
Existing Inlet Protection	3 EA	\$ 250.00	\$ 750.00
Install and Water In Sod	10,500 SF	\$ 1.55	\$ 16,275.00
Demolition & Haul Off			
Demo Sidewalk, Curb & Stone Walls	355 LF	\$ 17.45	\$ 6,195.00
Demo Ramp at Depot & Walkway to Hardin House	1 LS	\$ 1,125.00	\$ 1,125.00
Load & haul off demo'd concrete	1 LS	\$ 7,500.00	\$ 7,500.00
Load & haul cut dirt to Town Center	1 LS	\$ 1,500.00	\$ 1,500.00
Tree Work			
Tree and bush removal including Cotton Barn site	1 LS	\$ 20,000.00	\$ 20,000.00
Traffic Control	5 Days	\$ 1,500.00	\$ 7,500.00
Concrete Flatwork			
New Sidewalk	3,664 SF	\$ 6.65	\$ 24,365.60
Color concrete Adder for banding	1 LS	\$ 2,500.00	\$ 2,500.00
Curb & Gutter	670 LF	\$ 17.60	\$ 11,792.00
Class B Concrete under Curb	670 LF	\$ 15.50	\$ 10,385.00
Driveway Aprons	4 EA	\$ 2,201.00	\$ 8,804.00
Utilities			
Storm Crossing per plan	1 LS	\$ 15,704.58	\$15,704.58
Sewer service line to 5ft outside Hardin House	1 LS	\$ 2,500.00	\$ 2,500.00
Adjust water valves	4 EA	\$ 600.00	\$ 2,400.00

Description	Quantity	Unit Rate	Total Amount
Finegrading			
Backfill Curb & Sidewalk	1,340 LF	\$ 6.00	\$ 8,040.00
Dress Slopes for Sod	6,700 SF	\$ 0.25	\$ 1,675.00
Signage & Striping			
Remove/Reset 1 sign, 2 New Signs	1 LS	\$ 2,500.00	\$ 2,500.00
5" Solid White Line	670 LF	\$ 3.50	\$ 2,345.00
Add Crosswalk on Hickory Rd – 2 handicap ramps & striping	1 LS	\$ 2,080.00	\$ 2,080.00
		Subtotal	\$ 193,680.18
		15% Markup	\$ 29,052.03
Total Sidewalk Improvements (rounded to nearest dollar)			\$ 222,732.00

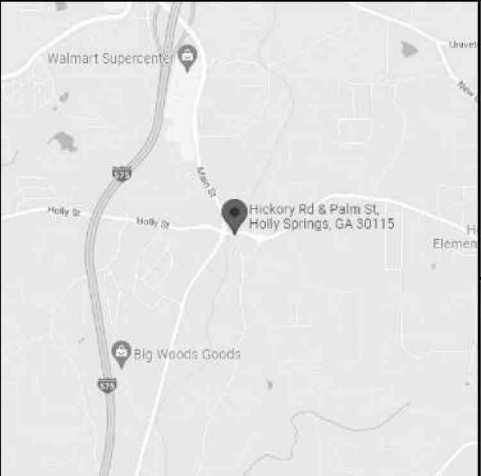
Vertical Earth, Inc.

Kate Ruliz

Date: 9/16/2022

City of Holly Springs

Date: _____



LOCATION SKETCH

OWNER:

PROJECT OWNER: CITY OF HOLLY SPRINGS
CONTACT: ROBERT H. LOGAN
CITY MANAGER
ADDRESS: 3237 HOLLY SPRINGS PARKWAY,
HOLLY SPRINGS, GA 30115
PHONE: 770-345-5536
EMAIL: rlogan@hollyspringsga.us

DESIGN DATA:

PALM STREET:
SPEED DESIGN: 35 MPH
POSTED SPEED: 35 MPH
HICKORY ROAD:
SPEED DESIGN: 25 MPH
POSTED SPEED: 25 MPH

LENGTH OF PROJECT	CHEROKEE COUNTY COUNTY No. 057 Project No.
	MILES
NET LENGTH OF ROADWAY	0.127
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.127
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.127

THIS PROJECT IS 100% IN CHEROKEE COUNTY
AND IS 100% IN CONG. DIST. NO. 11.
FUNCTIONAL CLASS OF HICKORY ROAD: MAJOR COLLECTOR
FUNCTIONAL CLASS OF PALM STREET: LOCAL ROAD
PROJECT DESIGNATION: LOCAL

THIS PROJECT HAS BEEN PREPARED USING THE
HORIZONTAL GEORGIA COORDINATE SYSTEM OF
1984 (NAD 1983)/94 WEST ZONE, AND THE
NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

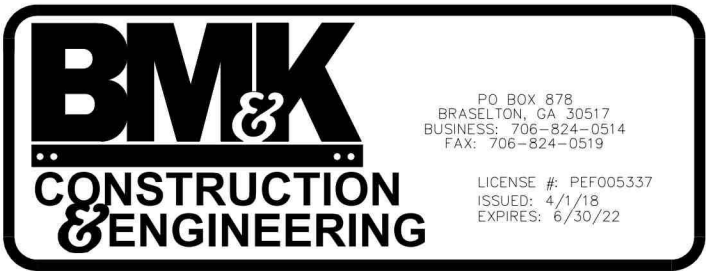
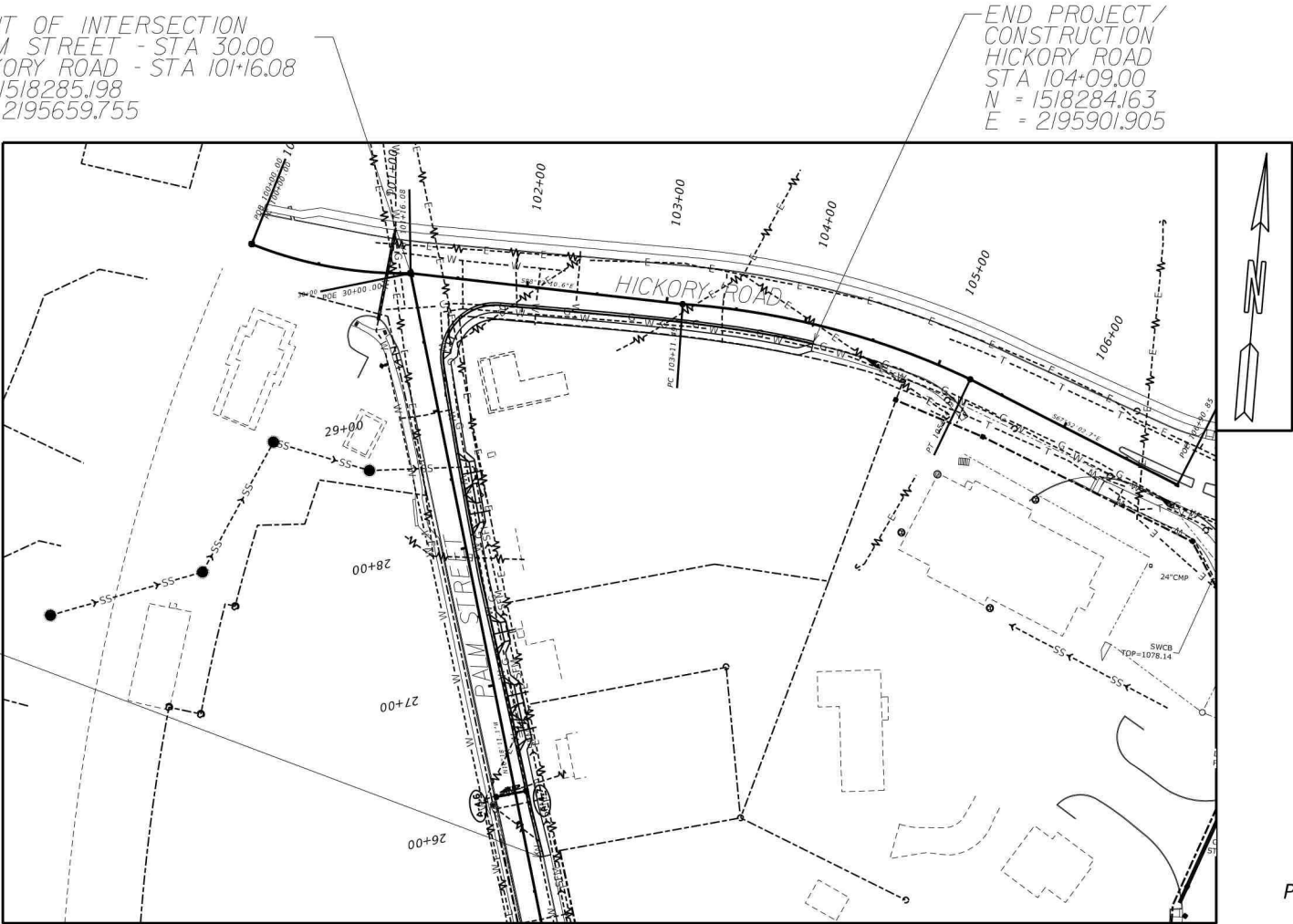
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2022 CONSTRUCTION
STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2022
CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT:
<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>
ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE 2022 CONSTRUCTION
STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED
UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS.
HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT
BIND THE CITY OF HOLLY SPRINGS IN ANY WAY. THE ATTENTION OF BIDDER IS
SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

POINT OF INTERSECTION
PALM STREET - STA 30.00
HICKORY ROAD - STA 101+6.08
N = 1518285.198
E = 2195659.755

END PROJECT/
CONSTRUCTION
HICKORY ROAD
STA 104+09.00
N = 1518284.163
E = 2195901.905

BEGIN PROJECT/
CONSTRUCTION
PALM STREET
STA 25+73.14
N = 1517853.293
E = 2195786.078



GSWCC LEVEL II
CERTIFICATION #: 804

NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS,
WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE
USED IN CONNECTION WITH THIS DOCUMENT, TO " STATE HIGHWAY
DEPARTMENT OF GEORGIA ", " STATE HIGHWAY DEPARTMENT ", " GEORGIA
STATE HIGHWAY DEPARTMENT ", " HIGHWAY DEPARTMENT ", OR
" DEPARTMENT " WHEN THE CONTEXT THEREOF MEANS THE STATE
HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN
THE DEPARTMENT OF TRANSPORTATION.

PLANS PREPARED BY: DONALD B. CLERICI, JR. P.E.
DESIGN ENGINEER

PLANS COMPLETED DATE:

PLANS COMPLETED	- -
REVISIONS	

DRAWING No.

01-001

[illegible]

GENERAL NOTES:

1. THE CONTRACTOR SHALL ADHERE TO THE "CALL BEFORE YOU DIG" LAW BY CALLING 811 BEFORE BEGINNING CONSTRUCTION.

2. ALL DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE REPLACED IN KIND. I.E. ASPHALT FOR ASPHALT, CONCRETE FOR CONCRETE, AND AGGREGATE SURFACE COURSE FOR DIRT DRIVES. DRIVEWAY LOCATIONS ARE SHOWN FROM THE BEST AVAILABLE DATA. THE CONTRACTOR SHALL CONSTRUCT NEW DRIVEWAYS TO MATCH THE ACTUAL FIELD LOCATION OF EXISTING DRIVES OR AS LOCATED IN THE PLANS. RESIDENTIAL DRIVES SHALL BE 14 FEET WIDE AT THE THROAT UNLESS NOTED OTHERWISE IN THE PLANS. COMMERCIAL DRIVES SHALL BE 24 FEET WIDE UNLESS SHOWN OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL OBTAIN THE APPROVAL FROM THE ENGINEER PRIOR TO MAKING ANY REVISIONS TO LOCATION, WIDTH, AND/OR NUMBER OF DRIVES TO BE CONSTRUCTED. REQUIRED DRIVEWAY EASEMENTS NOT SHOWN ON THE PLANS SHALL BE ACQUIRED. DRIVES SHALL BE CONSTRUCTED USING:

ASPHALT: ASPH CONCRETE 12.5mm SUPERPAVE (165LB/ SY)
6" GRADED AGGREGATE BASE

CONCRETE: RESIDENTIAL DRIVEWAY, 6" THICK

CONCRETE: COMMERCIAL DRIVEWAY, 8" THICK

3. THE CONTRACTOR SHALL REMOVE ALL EXISTING DRAINAGE STRUCTURES AND PIPES IN CONFLICT WITH PROPOSED CONSTRUCTION. THE REMOVAL AND DISPOSAL SHALL BE INCLUDED IN THE PRICE BID FOR GRADING COMPLETE.

4. ALL PROPOSED STORM DRAIN PIPES SHALL BE AS NOTED ON THE PLANS.

GENERAL NOTES FOR SIGNING AND PAVEMENT MARKING:

1. ALL STANDARD HIGHWAY SIGNS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLANS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISION.
2. SIGN ERECTION LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS WHERE NECESSARY, BUT SHALL BE WITHIN THE LIMITATIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. NO SIGN LOCATION SHALL BE CHANGED BY THE CONTRACTOR OR BY THE PROJECT ENGINEER WITHOUT PRIOR APPROVAL FROM THE OFFICE OF TRAFFIC OPERATIONS.
3. ALL STANDARD HIGHWAY SIGNS SHALL BE ERECTED AT THE HEIGHT OF 7 FEET ABOVE THE NORMAL EDGE OF PAVEMENT TO THE BOTTOM OF THE SIGN OR ASSEMBLY.
4. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON ALL OTHER ROADWAYS SHALL BE 6 FEET FROM THE EDGE OF THE PAVED SHOULDER OR 12 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), WHICHEVER IS GREATER. THE HORIZONTAL CLEARANCE IN NON-MOUNTABLE CURB SECTION SHALL BE AT LEAST 2 FEET FROM THE CURB FACE TO THE NEARER EDGE OF THE SIGN(S).
5. TYPE III (HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL STANDARD HIGHWAY SIGNS REQUIRING REFLECTORIZED BACKGROUNDS EXCEPT AS SPECIFIED BELOW OR SPECIFIED OTHERWISE IN THE PLANS. EITHER CLASS 1 OR CLASS 2 ADHESIVE BACKING IS PERMISSIBLE.
6. TYPE VI (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL RED SERIES SIGNS (R1-1, R1-2, R1-3A, R1-4A, R5-1), WARNING SIGNS AND OVERHEAD SIGNS.
7. RAISED PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD DETAILS.
8. ALL PERMANENT PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.

PROJECT GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD AND SUPPLEMENTAL SPECIFICATIONS, CURRENT EDITION.
2. ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS, AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON PLANS WILL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY UNDER THIS REQUIREMENT. "EXISTING UTILITY FACILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION.
3. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GEORGIA STANDARD SPECIFICATIONS.
4. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL.
5. PERFORATED UNDERDRAIN SHALL BE PLACED IN AREAS WHERE WET CONDITIONS EXIST IN THE SUBGRADE AS DIRECTED BY THE ENGINEER.
6. THE CONTRACTOR SHALL OBSERVE ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS REGARDING PIPE INSTALLATION IN TRENCHES. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT.
7. IN AREAS WHERE NEW PAVEMENT OR PAVEMENT WIDENING IS REQUIRED, SAW CUT OF EXISTING PAVEMENT WILL BE REQUIRED IN ACCORDANCE WITH SECTION 411 OF THE GEORGIA STANDARD SPECIFICATIONS AND WILL BE INCLUDED IN PRICE BID FOR "GRADING COMPLETE".
8. PRICE BID FOR TRAFFIC CONTROL SHALL INCLUDE, BUT IS NOT LIMITED TO CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY SIGNAGE, PAVEMENT MARKINGS, BARRICADES, ETC., REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, OR AS DIRECTED BY THE ENGINEER.
9. NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT, GRADING OR ANY OTHER OPERATIONS REQUIRED FOR DETOUR CONSTRUCTION AND SHALL BE INCLUDED IN PRICE BID FOR "TRAFFIC CONTROL".
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOVING, RELOCATING, AND MAINTAINING THE PROPERTY OWNER'S MAILBOX TO AN AREA OUTSIDE CONSTRUCTION LIMITS DURING THE LIFE OF THE CONTRACT. THE LOCATION OF THE BOX SHOULD BE CONVENIENT TO BOTH THE MAIL CARRIER AND THE PATRON, YET NOT INTERFERE WITH PROPOSED WORK. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONFER WITH THE POST OFFICE SERVING THE AREA. ALL COSTS INCURRED FOR COMPLIANCE WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS.
11. AN N.O.I. (NOTICE OF INTENT) IS NOT REQUIRED FOR THIS PROJECT. THE DISTURBED AREA IS LESS THAN 1.0 ACRES.
12. AT LOCATIONS WHERE NEW PAVEMENT IS TO BE PLACED ADJACENT TO EXISTING PAVEMENT WITHOUT AN OVERLAY OR WHERE CURBING IS TO BE PLACED ACROSS A PAVED AREA, A JOINT SHALL BE SAWED ON A LINE ESTABLISHED BY THE ENGINEER TO ENSURE PAVEMENT REMOVAL TO A NEAT LINE. THE COST FOR SAWED JOINTS, WHEN REQUIRED, SHALL BE INCLUDED IN PRICE BID FOR OTHER CONTRACT ITEMS, EXCEPT WHEN SAWING IN CONCRETE PAVEMENT.
13. THE CONTRACTOR SHALL STRICTLY ADHERE TO DUST CONTROL REGULATIONS. ALL AREAS SUBJECTED TO DUST FORMATION MUST BE PERIODICALLY WATERED, SUFFICIENT TO RETARD SUBJECTED TO DUST. ALL COSTS FOR DUST CONTROL SHALL BE INCLUDED IN PRICE BID FOR GRADING COMPLETE.
14. TYPE OF GRASS OR SOD USED ON THIS PROJECT WILL BE REQUIRED TO MATCH ANY TYPE OF GRASS OR SOD WHICH MAY BE PLANTED OR GROWING ON ADJACENT LAWNS, I.E. BERMUDA SOD FOR BERMUDA SOD, ZOYSIA FOR ZOYSIA, ETC.. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COSTS INCURRED TO COMPLY WITH THIS REQUIREMENT.



15. AGGREGATE SURFACE COURSE FOR TEMPORARY DRIVEWAYS, INCLUDING MATERIAL, HAUL, PLACEMENT AND REMOVAL SHALL BE USED AT THE ENGINEER'S DIRECTION TO FACILITATE THE MOVEMENT OF LOCAL TRAFFIC THROUGH THE CONSTRUCTION AREA DURING INCLEMENT WEATHER. WHEN USED FOR THIS PURPOSE, SECTION 318 IS FURTHER MODIFIED TO PERMIT THE USE OF CRUSHER RUN STONE AS DESCRIBED IN SECTION 318.2. THE CONTRACTOR WILL HAVE THE USE OF THE FOLLOWING MATERIALS:

- A. GRADED AGGREGATE, SECTION 815-2-01.
- B. COARSE AGGREGATE, SIZE 467 SECTION 800-2-01.
- C. STABILIZED AGGREGATE, TYPE I OR II, SECTION 803.
- D. CRUSHED STONE, SECTION 806.2.

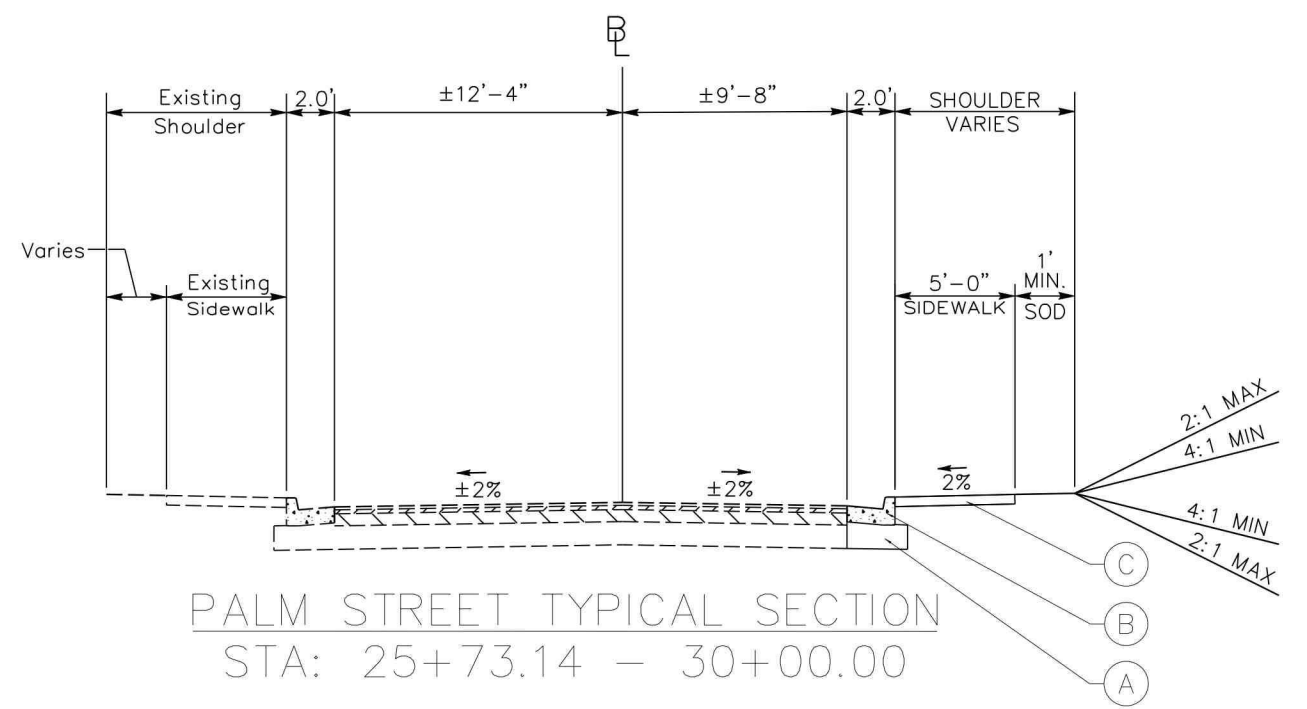
16. EACH CONTRACTOR WORKING ON THE PROJECT SHALL CONDUCT HIS WORK SO AS NOT TO INTERFERE WITH OR HINDER THE PROGRESS OR COMPLETION OF WORK BEING PERFORMED BY OTHER CONTRACTORS.

UTILITY OWNER	SERVICE	CONTACT NUMBERS
COBB EMC	POWER	678-355-3434
CHEROKEE COUNTY WSA	WATER AND SEWER	770-596-3387
AGL	GAS	404-584-3238
WINDSTREAM	TELEPHONE	770-720-9537
COMCAST	CABLE	770-351-8041

UTILITY DISCLAIMER:

EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR/INSTALLER SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. DAMAGE TO EXISTING UTILITY LINES RESULTING FROM THE CONTRACTORS/INSTALLERS NEGLIGENCE SHALL BE REPAIRED AT THE CONTRACTORS/INSTALLERS EXPENSE.

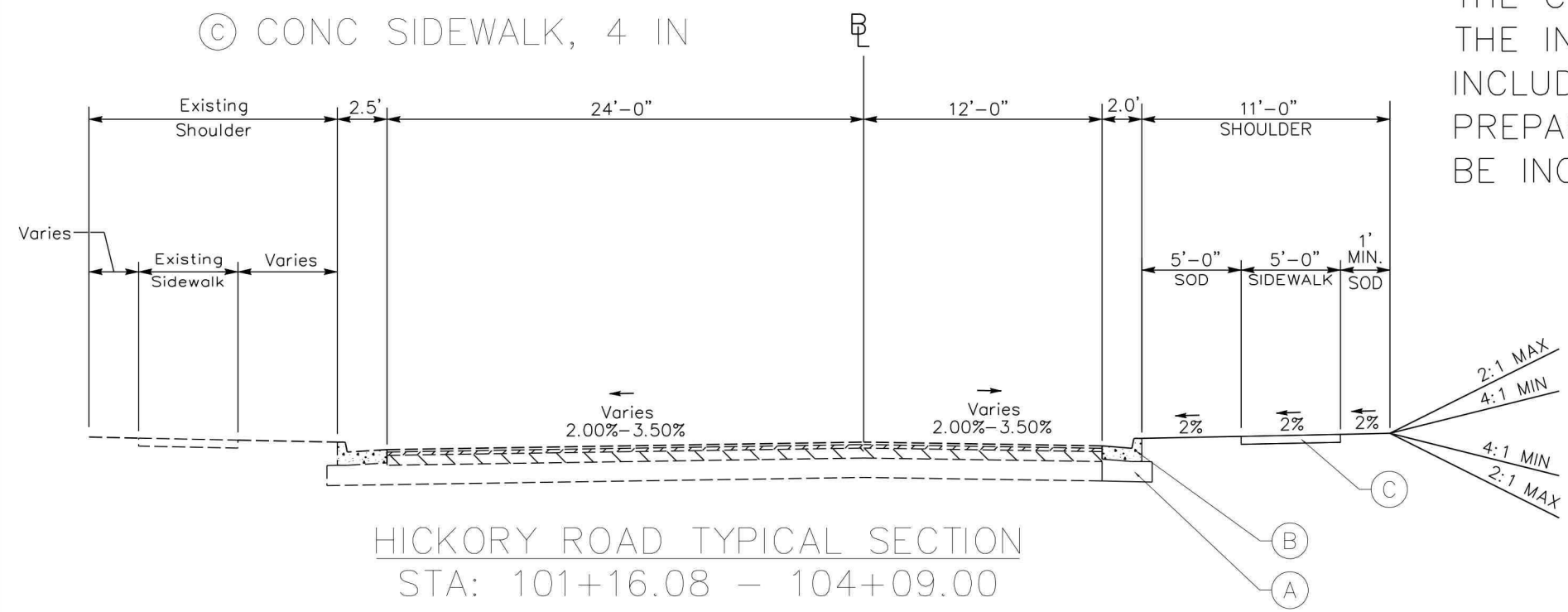
EXISTING POLE ATTACHMENT DATA IS APPROXIMATE AND IS PROVIDED AS A GENERAL GUIDELINE TO THE CONTRACTOR/INSTALLER TO AID IN IDENTIFYING POTENTIAL INSTALLATION CONFLICTS, THE CONTRACTOR/INSTALLER SHALL PROVIDE APPROPRIATE CLEARANCES FROM UTILITIES



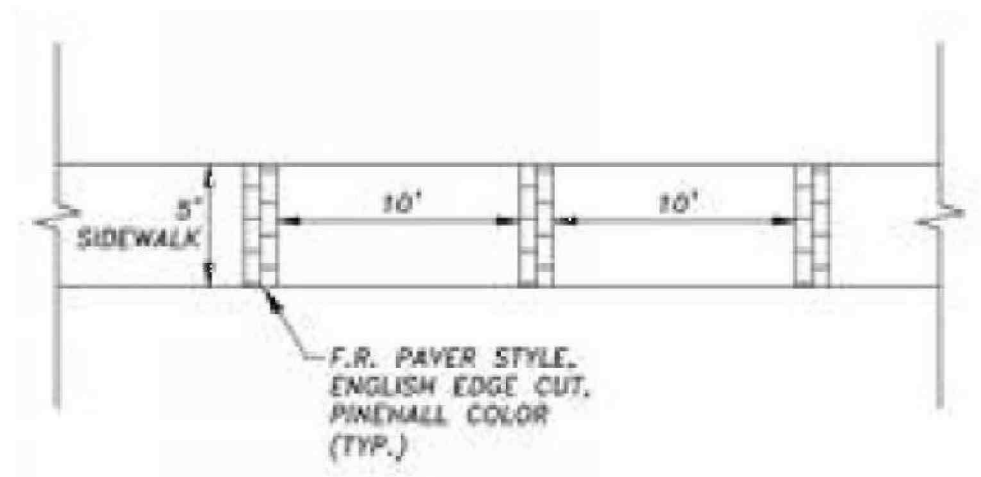
PALM STREET TYPICAL SECTION
STA: 25+73.14 – 30+00.00

PAVEMENT DESIGN

- Ⓐ 6" CLASS "B" CONC BASE
- Ⓑ CONC CURB & GUTTER, 8 IN X 24 IN, TP 2
- Ⓒ CONC SIDEWALK, 4 IN

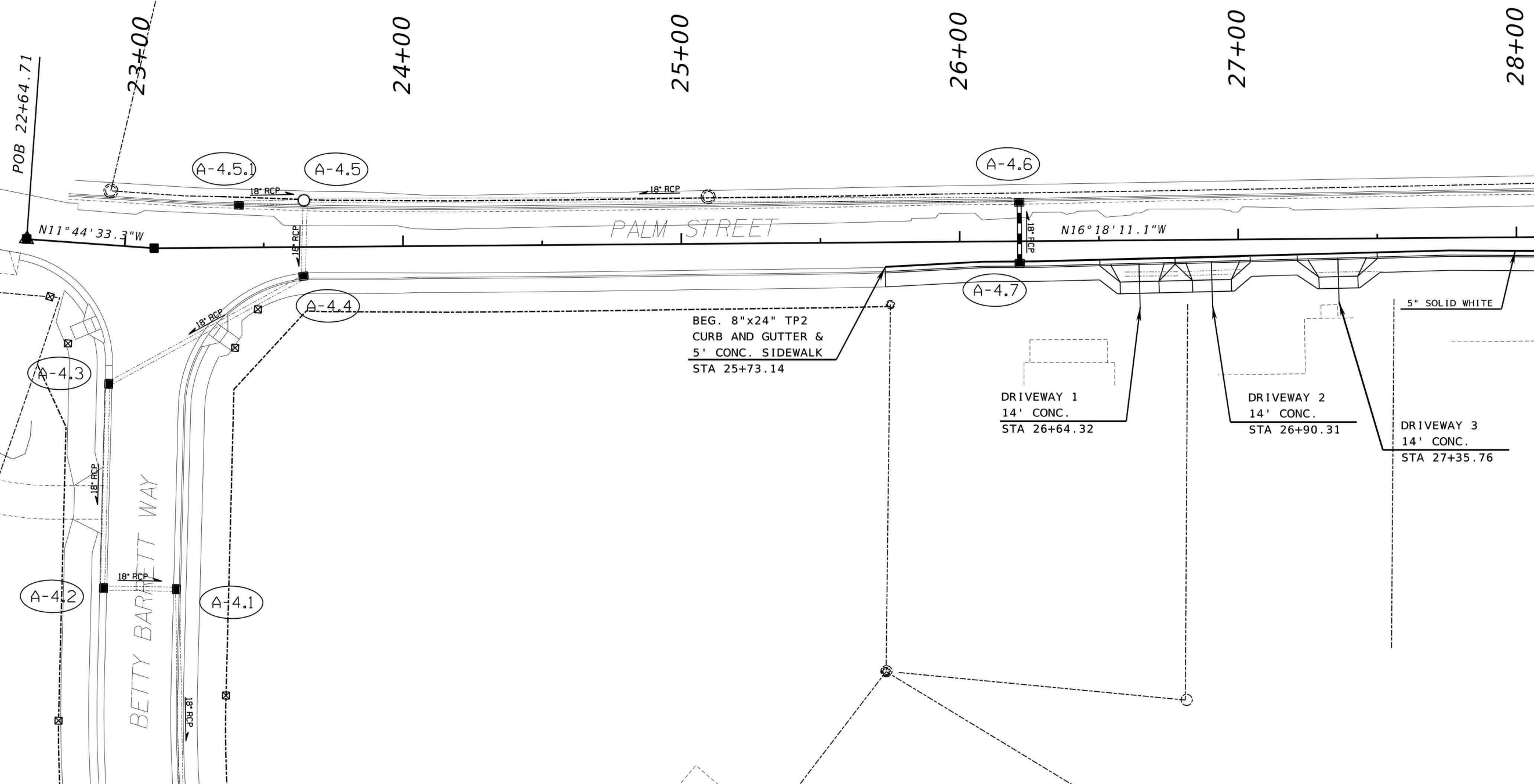


HICKORY ROAD TYPICAL SECTION
STA: 101+16.08 – 104+09.00



CITY OF HOLLY SPRINGS
STAMPED CONCRETE DETAIL

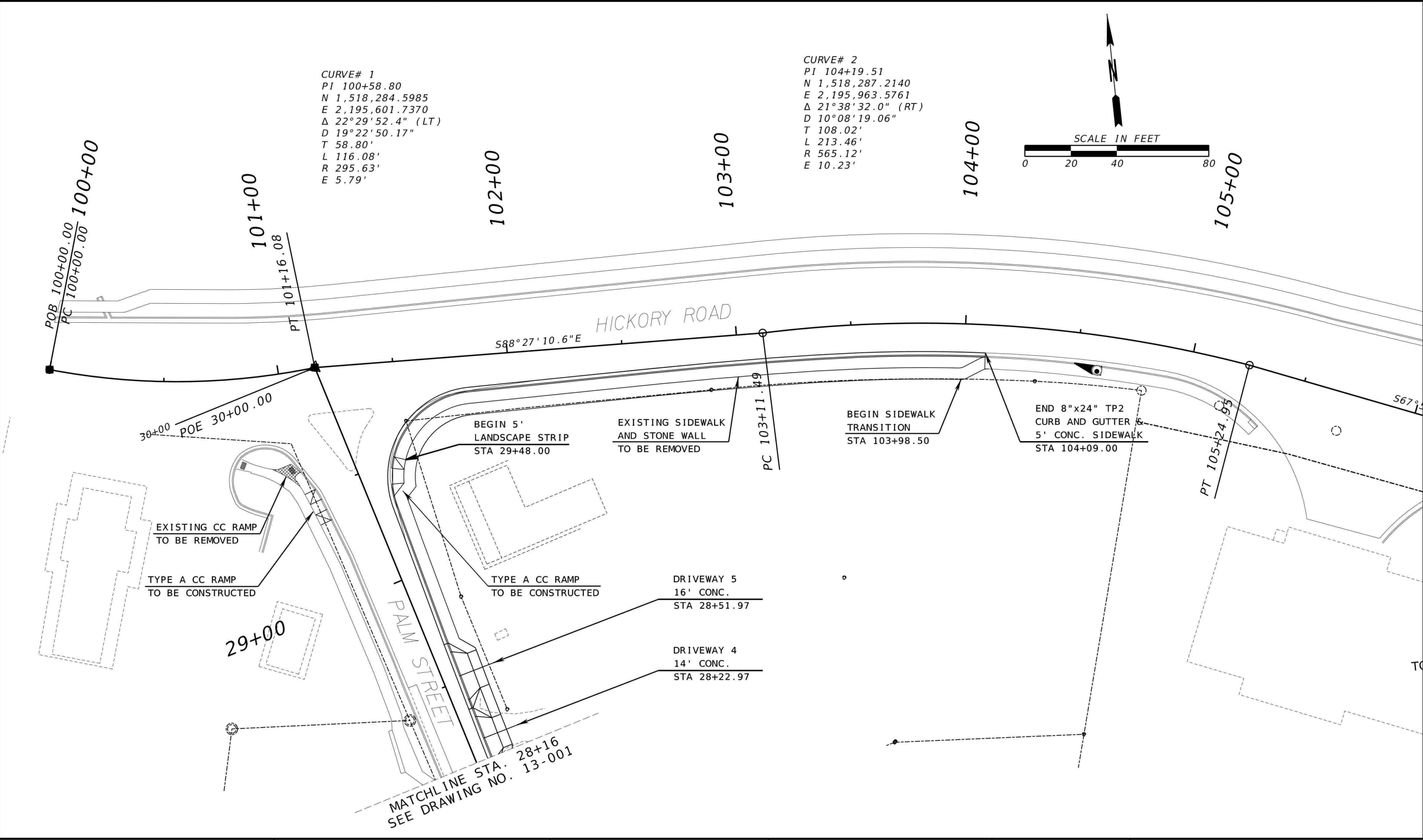
NOTES:
STAMPED CONCRETE IS TO BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATION. THE COST FOR ALL THE WORK REQUIRED FOR THE INSTALLATION OF THE STAMPED CONCRETE, INCLUDING THE EXCAVATION, SUBGRADE AND BASE PREPARATION, BACKFILLING, AND CONCRETE SHALL BE INCLUDED IN THE 4 IN. CONC SIDEWALK COST.



MATCHLINE STA. 28+16
SEE DRAWING NO. 13-002



REVISION DATES			CONSTRUCTION PLAN				
			CHECKED:		DATE:		DRAWING No. 13-001
			BACKCHECKED:		DATE:		
			CORRECTED:		DATE:		
			VERIFIED:		DATE:		



BM&K
CONSTRUCTION
& ENGINEERING

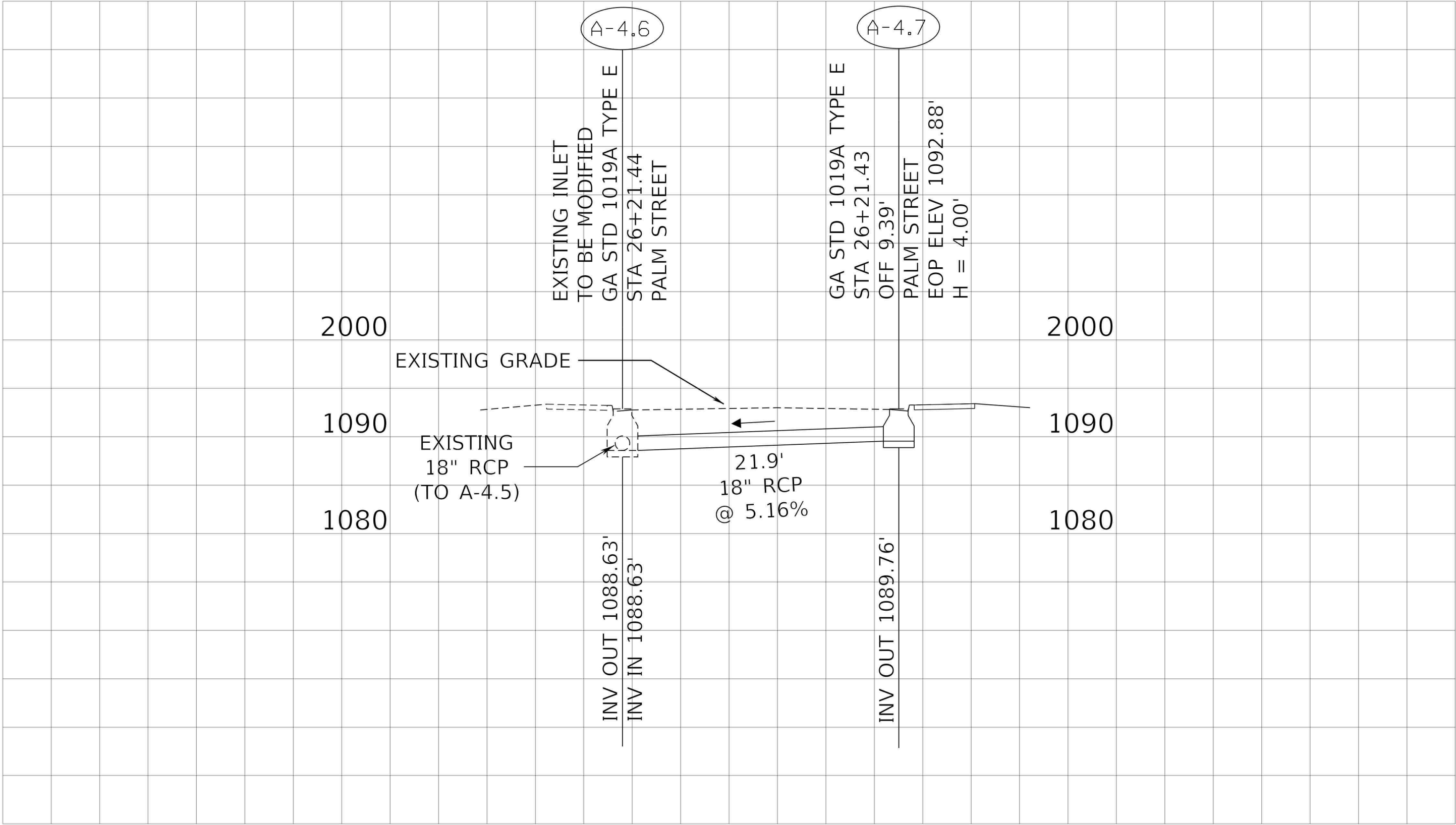
PO BOX 878
BRASILETON, GA 30517
BUSINESS: 706-824-0514
FAX: 706-824-0519
LICENSE # PEP005337
ISSUED: 4/1/18
EXPIRES: 6/30/22

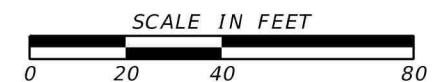


REVISION DATES		

CONSTRUCTION PLAN

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		13-002
CORRECTED:		DATE:		
VERIFIED:		DATE:		

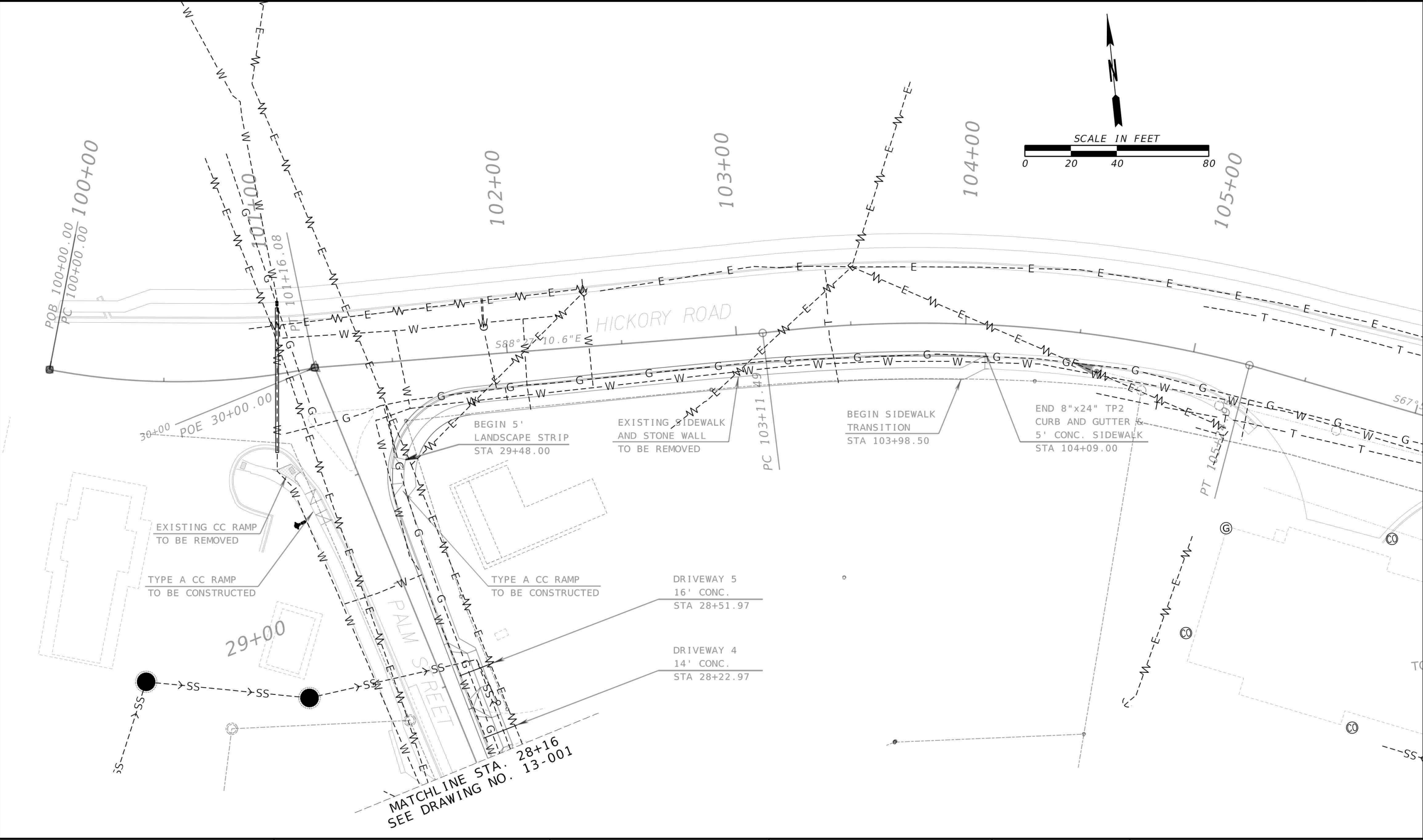




MATCHLINE STA. 28+16
SEE DRAWING NO. 13-002



REVISION DATES			UTILITY PLANS				
			CHECKED:		DATE:		DRAWING No. 24-001
			BACKCHECKED:		DATE:		
			CORRECTED:		DATE:		
			VERIFIED:		DATE:		



BM&K
CONSTRUCTION
& ENGINEERING

PO BOX 878
BRASILETON, GA 30517
BUSINESS: 706-824-0514
FAX: 706-824-0519
LICENSE # PEP005337
ISSUED: 4/1/18
EXPIRES: 6/30/22

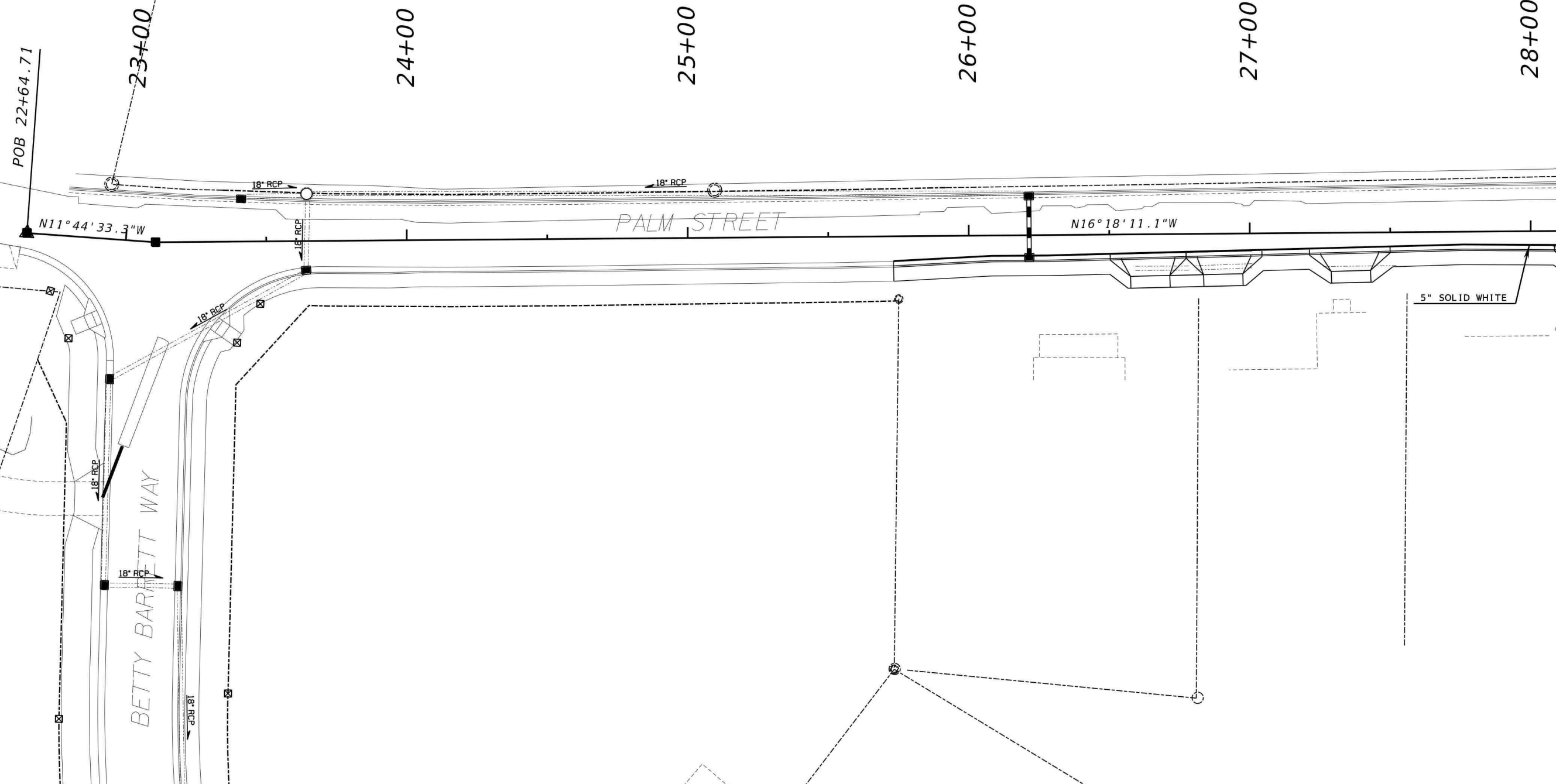


REVISION DATES

UTILITY PLANS

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		
CORRECTED:		DATE:		
VERIFIED:		DATE:		

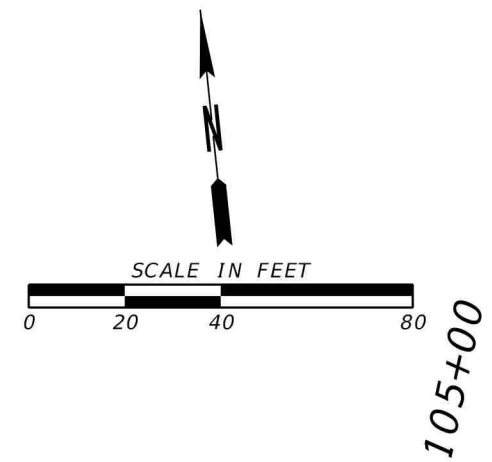
24-002

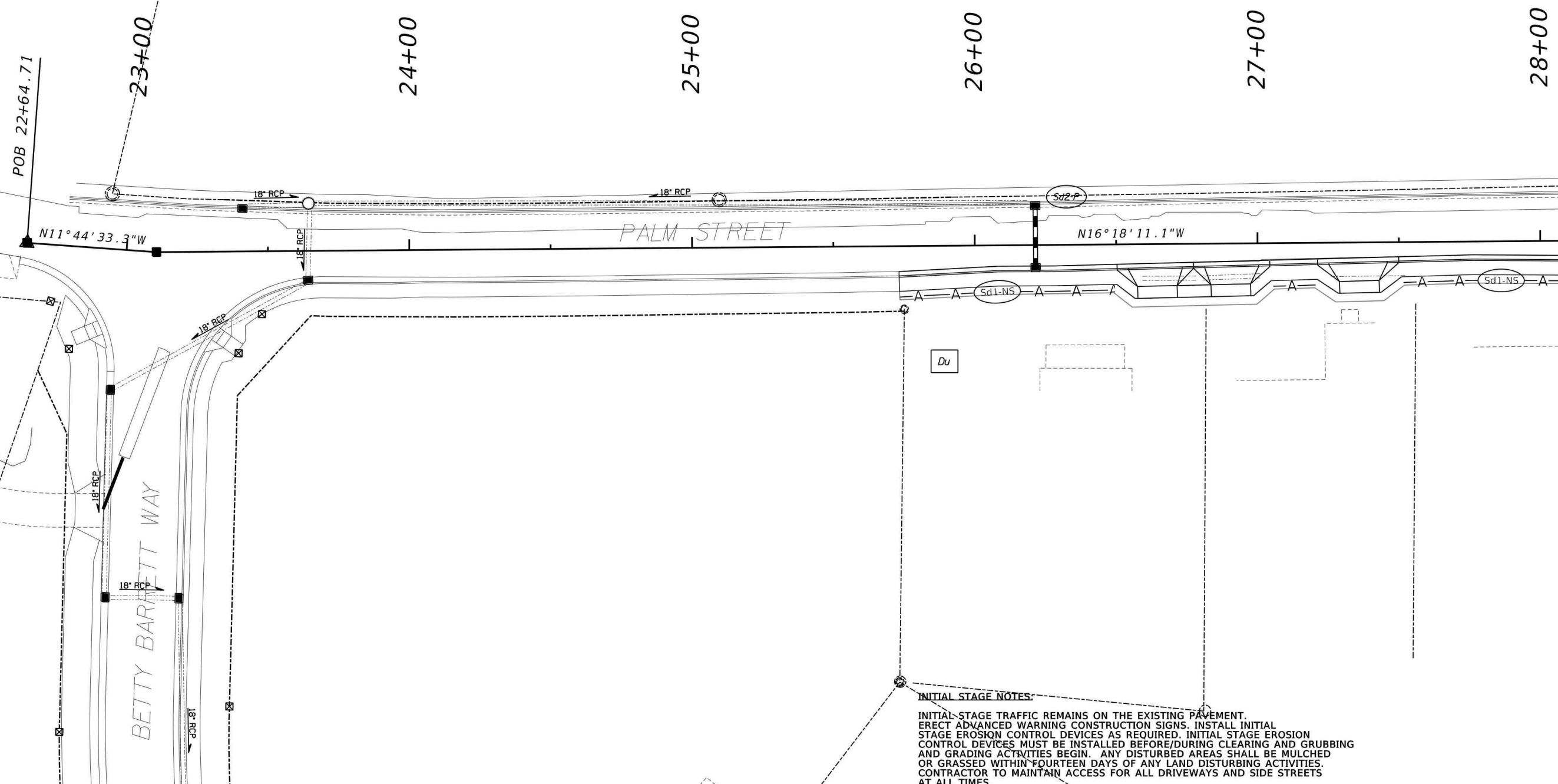


MATCHLINE STA. 28+16
SEE DRAWING NO. 13-002



REVISION DATES			SIGNING AND MARKING PLANS				
			CHECKED:		DATE:		DRAWING No. . 26-001
			BACKCHECKED:		DATE:		
			CORRECTED:		DATE:		
			VERIFIED:		DATE:		





MATCHLINE STA. 28+16
SEE DRAWING NO. 13-002

INITIAL STAGE NOTES:

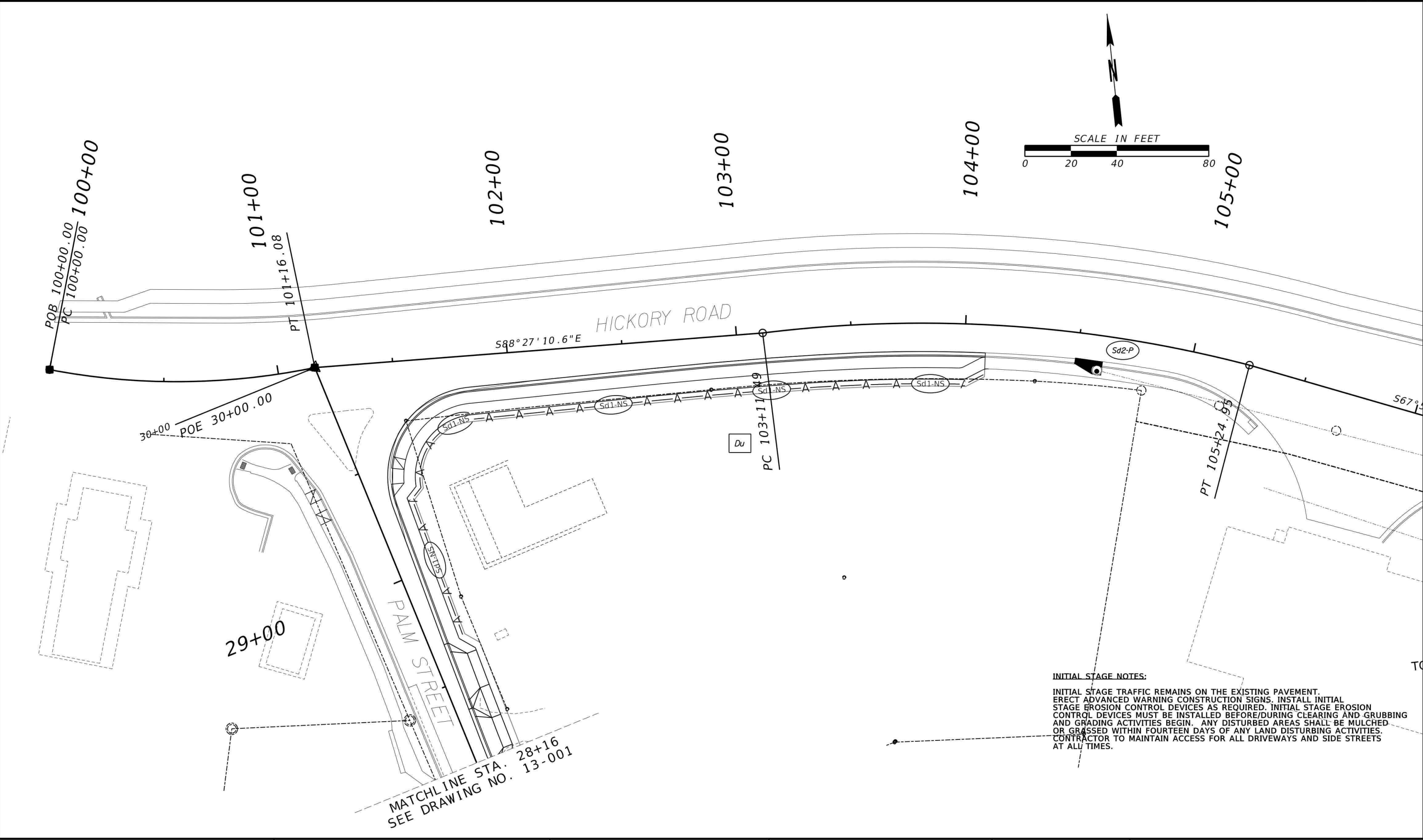
INITIAL STAGE TRAFFIC REMAINS ON THE EXISTING PAVEMENT. STREET ADVANCED WARNING CONSTRUCTION SIGNS, INITIAL STAGE EROSION CONTROL DEVICES AS REQUIRED, INITIAL STAGE EROSION CONTROL DEVICES MUST BE INSTALLED BEFORE/DURING CLEARING AND GRUBBING AND GRADING ACTIVITIES BEGIN. ANY DISTURBED AREAS SHALL BE MULCHED OR GRASSED WITHIN FOURTEEN DAYS OF ANY LAND DISTURBING ACTIVITIES. CONTRACTOR TO MAINTAIN ACCESS FOR ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES.



REVISION DATES	
1	2017-01-01
2	2017-01-01
3	2017-01-01
4	2017-01-01
5	2017-01-01
6	2017-01-01
7	2017-01-01
8	2017-01-01
9	2017-01-01
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100	2017-01-01

BMP LOCATION DETAILS

CHECKED:	DATE:	DRAWING No. 54-001
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	



INITIAL STAGE NOTES:
INITIAL STAGE TRAFFIC REMAINS ON THE EXISTING PAVEMENT. ERECT ADVANCED WARNING CONSTRUCTION SIGNS. INSTALL INITIAL STAGE EROSION CONTROL DEVICES AS REQUIRED. INITIAL STAGE EROSION CONTROL DEVICES MUST BE INSTALLED BEFORE/DURING CLEARING AND GRUBBING AND GRADING ACTIVITIES BEGIN. ANY DISTURBED AREAS SHALL BE MULCHED OR GRASSED WITHIN FOURTEEN DAYS OF ANY LAND DISTURBING ACTIVITIES. CONTRACTOR TO MAINTAIN ACCESS FOR ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES.

GPLN-CE
11/05/2020

BM&K
CONSTRUCTION
& ENGINEERING

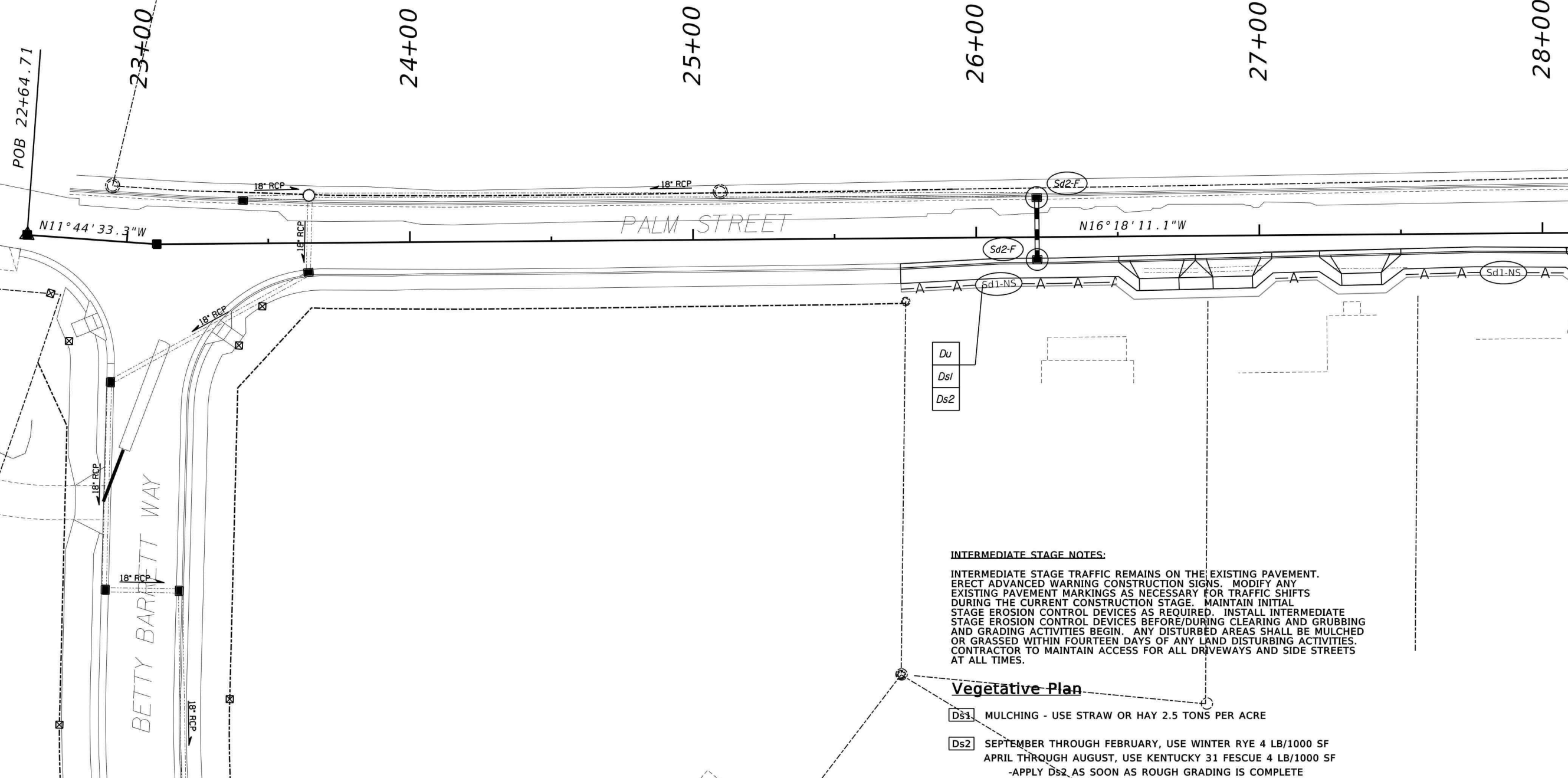
PO BOX 878
BRASHTON, GA 30517
BUSINESS: 706-824-0514
FAX: 706-824-0519
LICENSE # PEP005337
ISSUED: 4/1/18
EXPIRES: 6/30/22

GSWCC LEVEL II
CERTIFICATION # 1804

REVISION DATES		

BMP LOCATION DETAILS			
CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING No.
54-002



MATCHLINE STA: 28+16
SEE DRAWING NO. 13-002

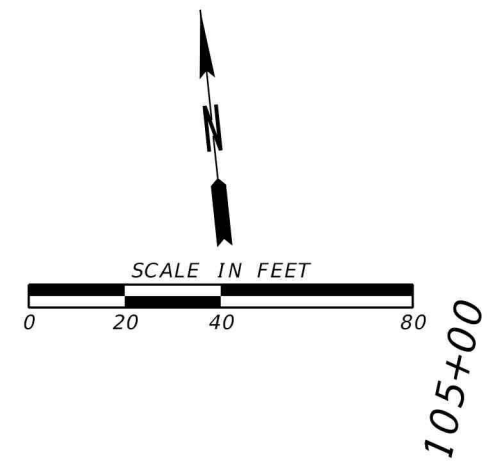
INTERMEDIATE STAGE TRAFFIC REMAINS ON THE EXISTING PAVEMENT. ERECT ADVANCED WARNING CONSTRUCTION SIGNS. MODIFY ANY EXISTING PAVEMENT MARKINGS AS NECESSARY FOR TRAFFIC SHIFTS DURING THE CURRENT CONSTRUCTION STAGE. MAINTAIN INITIAL STAGE EROSION CONTROL DEVICES AS REQUIRED. INITIAL INTERMEDIATE STAGE EROSION CONTROL DEVICES BEFORE/DURING CLEARING AND GRUBBING AND GRADING ACTIVITIES BEGIN. ANY DISTURBED AREAS SHALL BE MULCHED OR GRASSED WITHIN FOURTEEN DAYS OF ANY LAND DISTURBING ACTIVITIES. CONTRACTOR TO MAINTAIN ACCESS FOR ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES.

Vegetative Plan

- DS1** MULCHING - USE STRAW OR HAY 2.5 TONS PER ACRE
- DS2** SEPTEMBER THROUGH FEBRUARY, USE WINTER RYE 4 LB/1000 SF
APRIL THROUGH AUGUST, USE KENTUCKY 31 FESCUE 4 LB/1000 SF
-APPLY DS2 AS SOON AS ROUGH GRADING IS COMPLETE



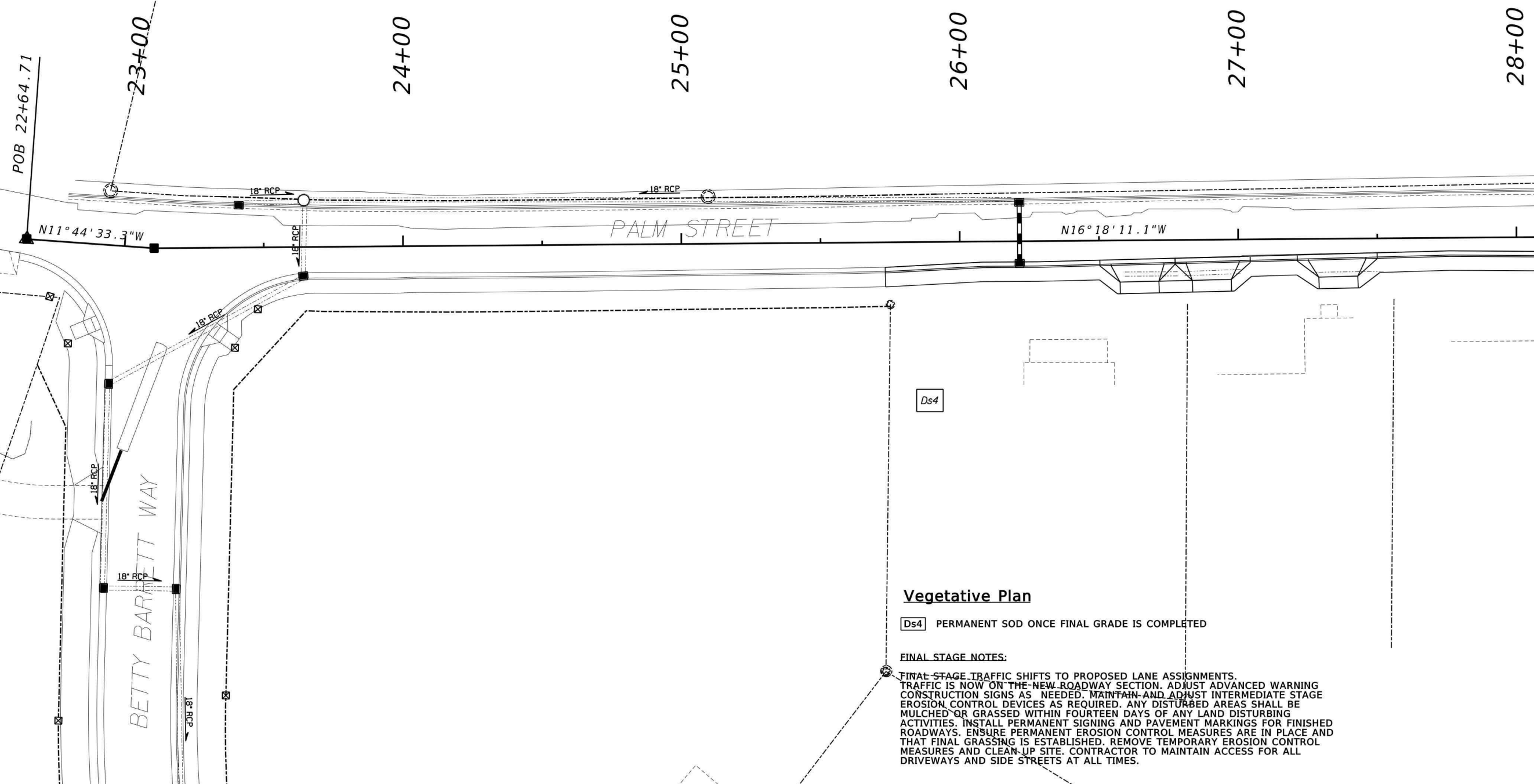
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			CHECKED:		DATE:		DRAWING No. 54-003
			BACKCHECKED:		DATE:		
			CORRECTED:		DATE:		
			VERIFIED:		DATE:		



Ds2 SEPTEMBER THROUGH FEBRUARY, USE WINTER RYE 4 LB/1000 SF
APRIL THROUGH AUGUST, USE KENTUCKY 31 FESCUE 4 LB/1000 SF
-APPLY Ds2 AS SOON AS ROUGH GRADING IS COMPLETE



REVISION DATES			BMP LOCATION DETAILS				
			CHECKED:		DATE:		DRAWING No . 54-004
			BACKCHECKED:		DATE:		
			CORRECTED:		DATE:		
			VERIFIED:		DATE:		



MATCHLINE STA: 28+16
SEE DRAWING NO. 13-002

Vegetative Plan

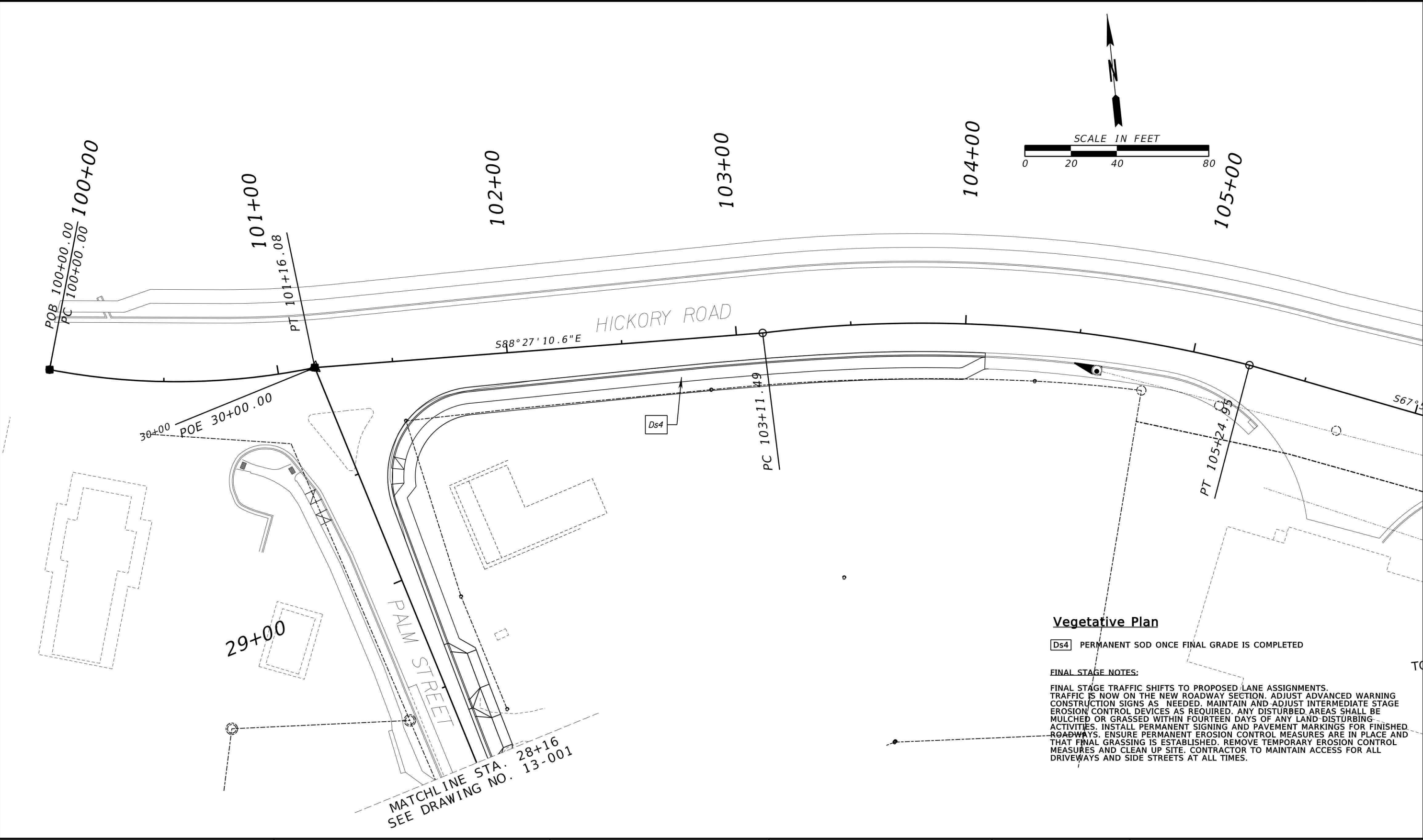
Ds4 PERMANENT SOD ONCE FINAL GRADE IS COMPLETED

FINAL STAGE NOTES:

FINAL STAGE TRAFFIC SHIFTS TO PROPOSED LANE ASSIGNMENTS. TRAFFIC IS ALLOWED ON THE NEW ROADWAY SECTION. ADVANCED WARNING CONSTRUCTION SIGNAGE AS NEEDED TO MAINTAIN AND ADJUST INTERMEDIATE STAGE EROSION CONTROL DEVICES AS REQUIRED. ANY DISTURBED AREAS SHALL BE MULCHED OR GRASSED WITHIN FOURTEEN DAYS OF ANY LAND DISTURBING ACTIVITIES. INSTALL PERMANENT SIGNING AND PAVEMENT MARKINGS FOR FINISHED ROADWAYS. ENSURE PERMANENT EROSION CONTROL MEASURES ARE IN PLACE AND THAT FINAL GRASSING IS ESTABLISHED. REMOVE TEMPORARY EROSION CONTROL MEASURES AND CLEAN UP SITE. CONTRACTOR TO MAINTAIN ACCESS FOR ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES.



REVISION DATES			BMP LOCATION DETAILS				
			CHECKED:		DATE:		DRAWING No . 54-005
			BACKCHECKED:		DATE:		
			CORRECTED:		DATE:		
			VERIFIED:		DATE:		



Vegetative Plan

Ds4 PERMANENT SOD ONCE FINAL GRADE IS COMPLETED

FINAL STAGE NOTES:

FINAL STAGE TRAFFIC SHIFTS TO PROPOSED LANE ASSIGNMENTS. TRAFFIC IS NOW ON THE NEW ROADWAY SECTION. ADJUST ADVANCED WARNING CONSTRUCTION SIGNS AS NEEDED. MAINTAIN AND ADJUST INTERMEDIATE STAGE EROSION CONTROL DEVICES AS REQUIRED. ANY DISTURBED AREAS SHALL BE MULCHED OR GRASSED WITHIN FOURTEEN DAYS OF ANY LAND-DISTURBING ACTIVITIES. INSTALL PERMANENT SIGNING AND PAVEMENT MARKINGS FOR FINISHED ROADWAYS. ENSURE PERMANENT EROSION CONTROL MEASURES ARE IN PLACE AND THAT FINAL GRASSING IS ESTABLISHED. REMOVE TEMPORARY EROSION CONTROL MEASURES AND CLEAN UP SITE. CONTRACTOR TO MAINTAIN ACCESS FOR ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES.

BM&K
CONSTRUCTION
& ENGINEERING

PO BOX 878
BRASILETON, GA 30517
BUSINESS: 706-824-0514
FAX: 706-824-0519
LICENSE # PEP005337
ISSUED: 4/1/18
EXPIRES: 6/30/22

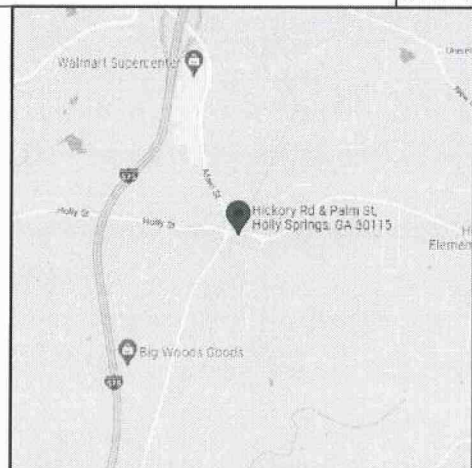


REVISION DATES

BMP LOCATION DETAILS

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		
CORRECTED:		DATE:		
VERIFIED:		DATE:		

54-006



LOCATION SKETCH

OWNER:

PROJECT OWNER: CITY OF HOLLY SPRINGS
CONTACT: ROBERT H. LOGAN
CITY MANAGER
ADDRESS: 3237 HOLLY SPRINGS PARKWAY,
HOLLY SPRINGS, GA 30115
PHONE: 770-345-5536
EMAIL: rlogan@hollyspringsga.us

DESIGN DATA:

PALM STREET:
SPEED DESIGN: 35 MPH
POSTED SPEED: 35 MPH
HICKORY ROAD:
SPEED DESIGN: 25 MPH
POSTED SPEED: 25 MPH

LENGTH OF PROJECT

	CHEROKEE COUNTY COUNTY No. 057 Project No.
	MILES
NET LENGTH OF ROADWAY	0.127
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.127
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.127

THIS PROJECT IS 100% IN CHEROKEE COUNTY
AND IS 100% IN CONG. DIST. NO. 11.
FUNCTIONAL CLASS OF HICKORY ROAD: MAJOR COLLECTOR
FUNCTIONAL CLASS OF PALM STREET: LOCAL ROAD
PROJECT DESIGNATION: LOCAL

THIS PROJECT HAS BEEN PREPARED USING THE
HORIZONTAL GEORGIA COORDINATE SYSTEM OF
1984 (NAD 1983)/94 WEST ZONE, AND THE
NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2022 CONSTRUCTION
STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2022
CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT:
<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>
ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE 2022 CONSTRUCTION
STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED
UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS.
HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT
BIND THE CITY OF HOLLY SPRINGS IN ANY WAY. THE ATTENTION OF BIDDER IS
SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

CITY OF HOLLY SPRINGS GOVERNMENT

PLAN AND PROFILE OF PROPOSED PALM STREET AND HICKORY ROAD CURB, GUTTER, AND SIDEWALK EXTENSION

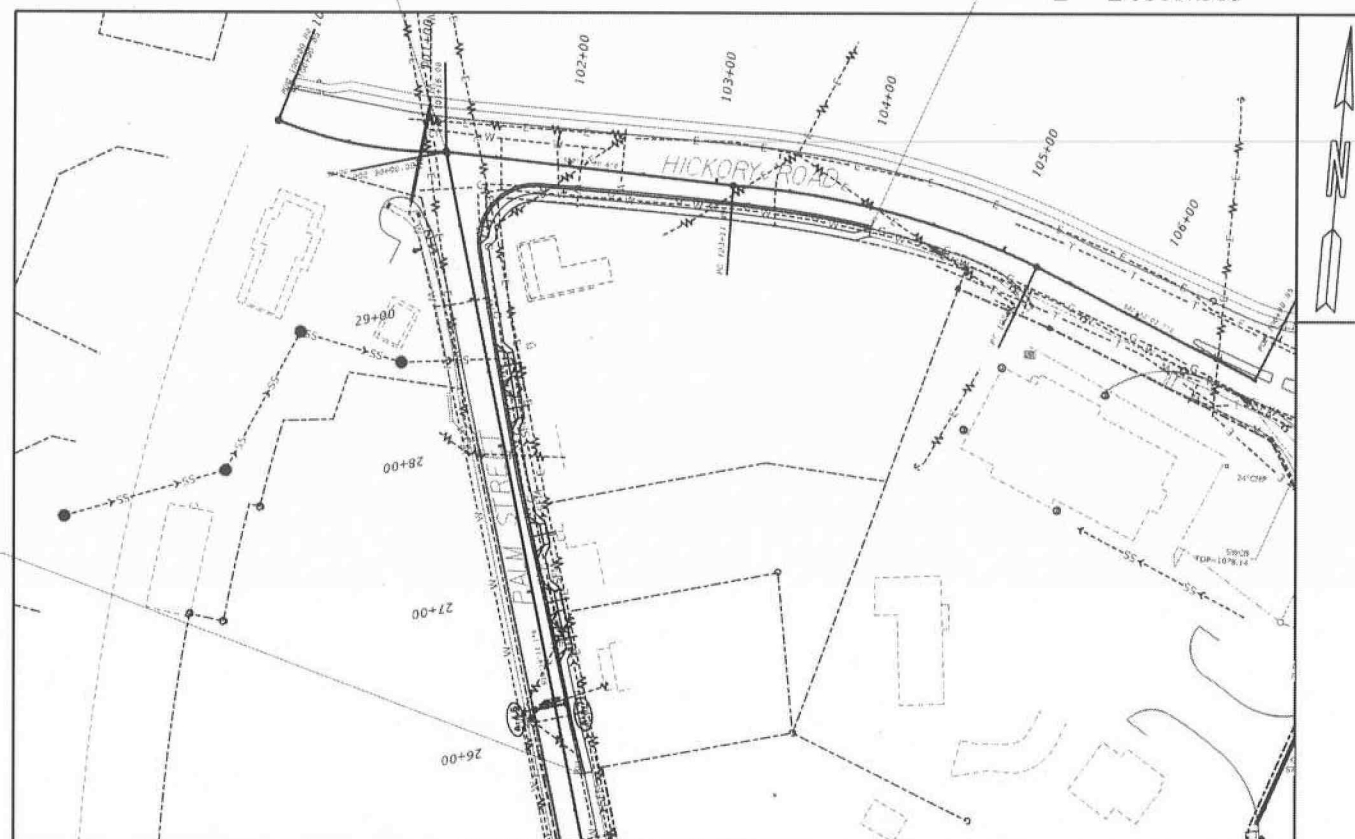
RED-LINE MARKUPS
PER ONSITE MTG 5/19/22

KAR

POINT OF INTERSECTION
PALM STREET - STA 30.00
HICKORY ROAD - STA 101+16.08
N = 1518285.198
E = 2195659.755

END PROJECT/
CONSTRUCTION
HICKORY ROAD
STA 104+09.00
N = 1518284.163
E = 2195901.905

NOTE:
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS,
WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE
USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY
DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", "GEORGIA
STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR
"DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE
HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN
THE DEPARTMENT OF TRANSPORTATION.



BEGIN PROJECT/
CONSTRUCTION
PALM STREET
STA 25+73.14
N = 1517853.293
E = 2195786.078

SCALE IN FEET
0 50 100 200



GSWCC LEVEL II
CERTIFICATION #: 804

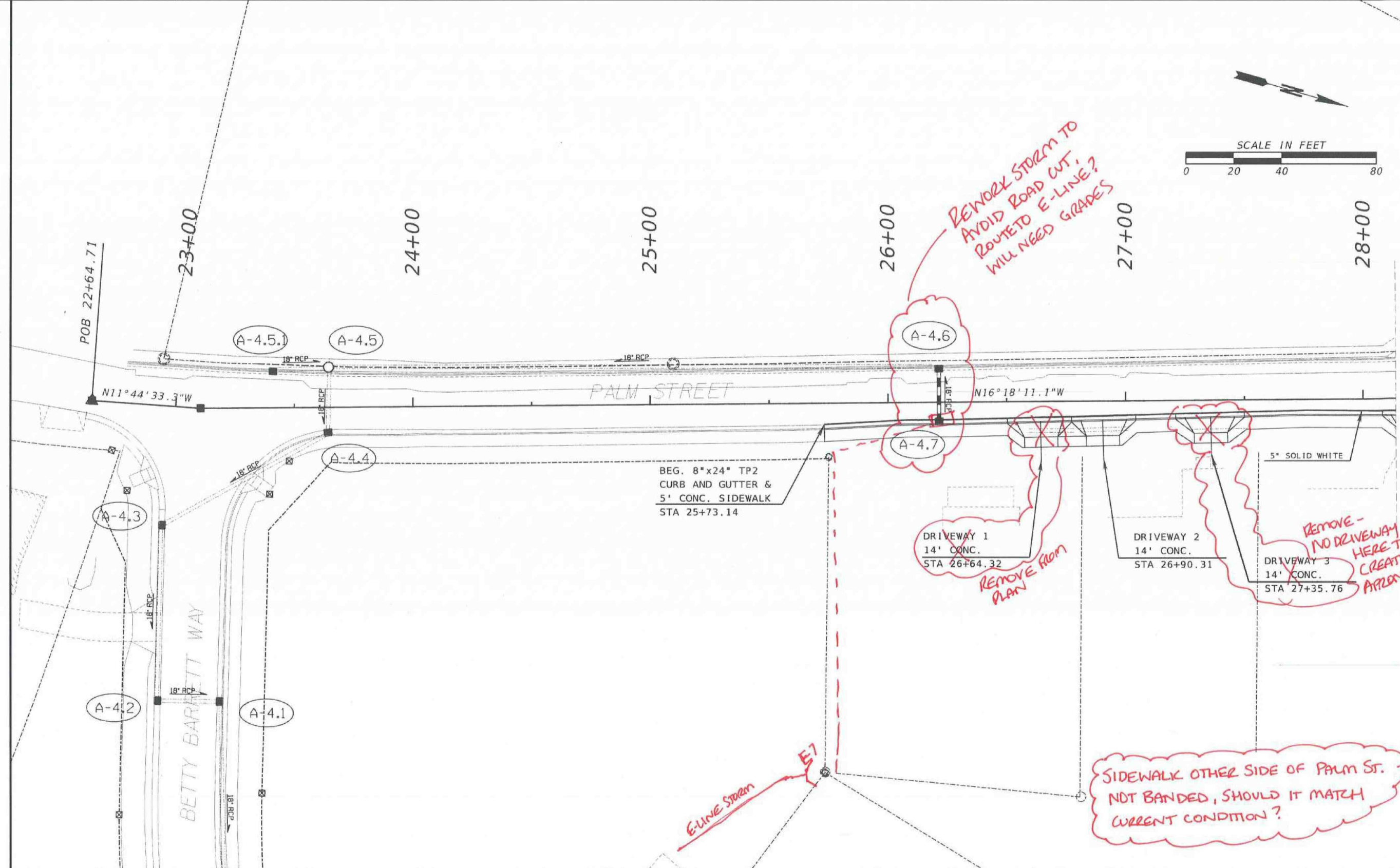
PLANS PREPARED BY: DONALD B. CLERICI, JR. P.E.
DESIGN ENGINEER

PLANS COMPLETED DATE:

PLANS COMPLETED	REVISIONS

DRAWING NO.

01-001



REWORK STORM TO
AVOID ROAD CUT.
ROUTE TO E-LINE?
WILL NEED GRADES

REMOVE FROM
PLAN

REMOVE -
NO DRIVEWAY
HERE TO
CREATE
APPROACH

SIDEWALK OTHER SIDE OF PALM ST.
NOT BANDED, SHOULD IT MATCH
CURRENT CONDITION?

700 BOX 378
BRASSELLTOWN, GA 30517
PHONE 770-874-0514
FAX 770-874-0519

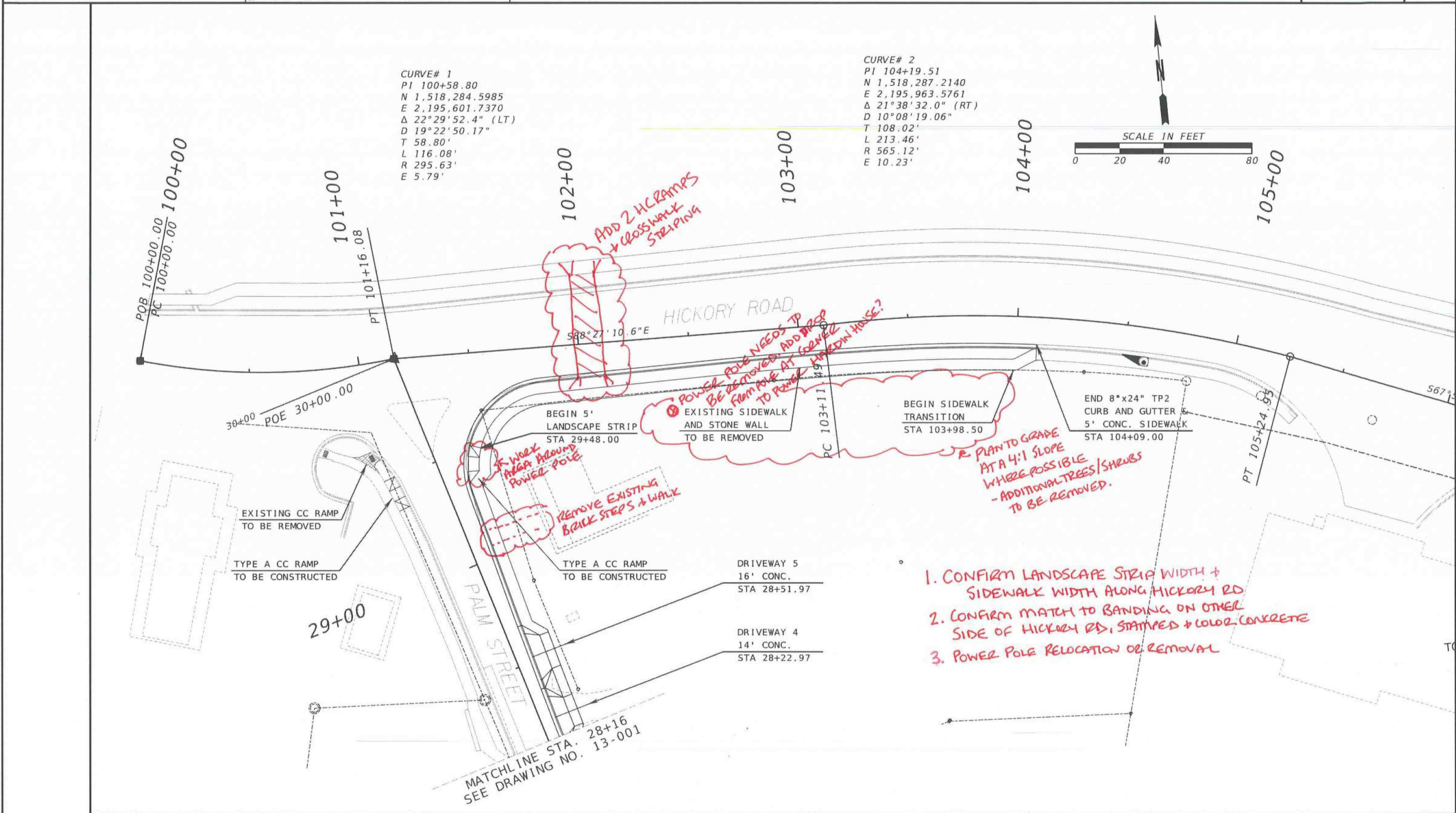
OWNER: PPT063337
DESIGN: 1/1/16
APPROVED: 2/10/22

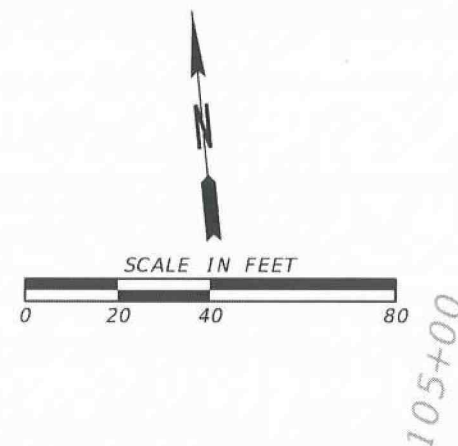
GEORGIA
REGISTERED PROFESSIONAL ENGINEER
David B. Cleric, P.E.
LICENSE NO. 029112
EXPIRATION DATE 12/31/24

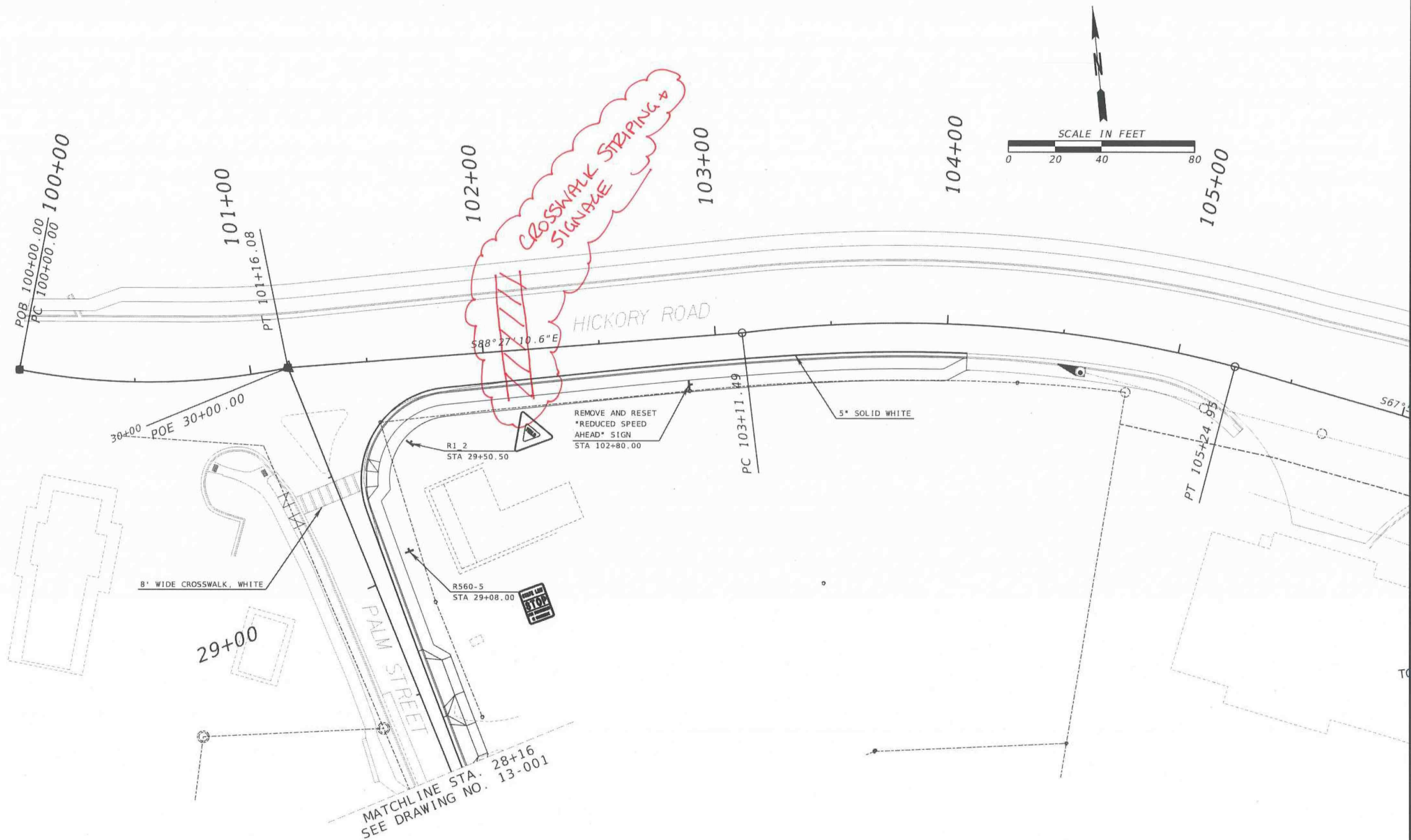
REVISION DATES	

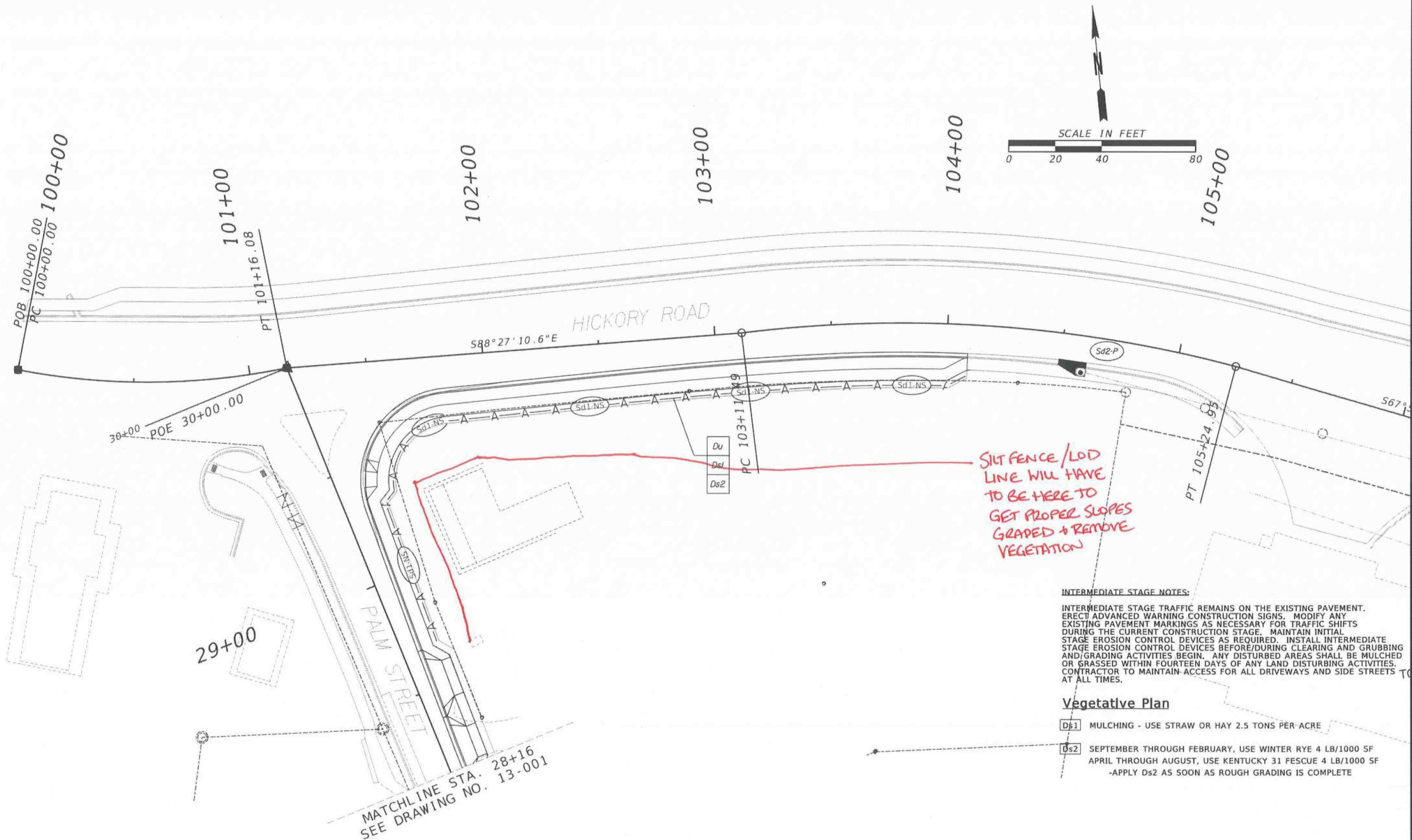
CONSTRUCTION PLAN			
CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING No.
13-001









INTERMEDIATE STAGE NOTES:
INTERMEDIATE STAGE TRAFFIC REMAINS ON THE EXISTING PAVEMENT. ERECT ADVANCED WARNING CONSTRUCTION SIGNS. MODIFY ANY EXISTING PAVEMENT MARKINGS AS NECESSARY FOR TRAFFIC SHIFTS DURING THE CURRENT CONSTRUCTION STAGE. MAINTAIN INITIAL STAGE EROSION CONTROL DEVICES AS REQUIRED. INSTALL INTERMEDIATE STAGE EROSION CONTROL DEVICES BEFORE/DURING CLEARING AND GRUBBING AND/GRADING ACTIVITIES BEGIN. ANY DISTURBED AREAS SHALL BE MULCHED OR GRASSED WITHIN FOURTEEN DAYS OF ANY LAND DISTURBING ACTIVITIES. CONTRACTOR TO MAINTAIN ACCESS FOR ALL DRIVEWAYS AND SIDE STREETS TO AT ALL TIMES.

Vegetative Plan

Ds1 MULCHING - USE STRAW OR HAY 2.5 TONS PER ACRE

Ds2 SEPTEMBER THROUGH FEBRUARY, USE WINTER RYE 4 LB/1000 SF
APRIL THROUGH AUGUST, USE KENTUCKY 31 FESCUE 4 LB/1000 SF
-APPLY Ds2 AS SOON AS ROUGH GRADING IS COMPLETE

11-057-7100

David B. Clerici, P.E.

REVISION DATES	

BMP LOCATION DETAILS			
CHECKED		DATE	
BACKCHECKED		DATE	
CORRECTED		DATE	
VERIFIED		DATE	

DRAWING No.
54-004

Kate Rieling

From: Christopher Brouillette <chris@goliathcontracting.net>
Sent: Thursday, September 22, 2022 8:21 AM
To: Kate Rieling
Subject: RE: HSMU Sidewalk Improvements Water

That is correct.

Thanks

Chris Brouillette

Goliath Contracting

1198 W Shadburn Ave

Buford, GA 30518

Office (770) 559-0030

Cell (404) 552-2976



From: [Kate Rieling](#)
Sent: Thursday, September 22, 2022 8:18 AM
To: [Christopher Brouillette](#)
Subject: HSMU Sidewalk Improvements Water

Chris,
Per our phone conversation, please confirm your sub price of \$600/valve for water valve height adjustments.
Thanks,
Kate

Kate Rieling

Project Manager
Vertical Earth Inc.



TRANSPORTATION • CIVIL • STRUCTURES



[\(678\) 943-9624](tel:(678)943-9624)



krieling@vertical-earth.com



www.vertical-earth.com



6025 Matt Highway Cumming, GA 30028



CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kate Rieling

From: Ben Ellis <southerntreepros@gmail.com>
Sent: Thursday, September 22, 2022 10:05 AM
To: Kate Rieling
Subject: Re: HSMU Sidewalk Improvement clearing

Confirm!

Sent from my iPhone

On Sep 22, 2022, at 8:29 AM, Kate Rieling <KRieling@vertical-earth.com> wrote:

Ben,
Please confirm our phone conversation for tree surgeon/removal and bush removal work along Palm St and Hickory Road for the sidewalk improvement project and tree removal for Cotton Barn site for \$20,000.00. VE will handle the traffic control.
Thanks,
Kate

Kate Rieling

Project Manager
Vertical Earth Inc.

TRANSPORTATION • CIVIL • STRUCTURES



[\(678\) 943-9624](tel:(678)943-9624)



krieling@vertical-earth.com



www.vertical-earth.com



6025 Matt Highway Cumming, GA 30028



CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kate Rieling

From: Josiah Battaglia <josiah@applewoodservices.com>
Sent: Thursday, September 22, 2022 12:17 PM
To: Kate Rieling
Subject: Re: HSMU Sidewalk Improvements Sewer

Agreed

Sent from my iPhone

On Sep 22, 2022, at 08:29, Kate Rieling <KRieling@vertical-earth.com> wrote:

Josiah,
Please confirm our phone conversation for sewer service line and manhole tie in of \$2,500 lump sum for the work to 5ft outside of the Hardin House.
Thanks,
Kate

Kate Rieling
Project Manager
Vertical Earth Inc.

TRANSPORTATION • CIVIL • STRUCTURES



[\(678\) 943-9624](tel:(678)943-9624)



krieling@vertical-earth.com



www.vertical-earth.com



6025 Matt Highway Cumming, GA 30028



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PCO 11

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 9/22/2022

SCOPE OF WORK:

Due to design changes including additional scop at Town Center site, the revised completion date will now be on **July 1, 2023**. This is a 232 Calendar Day time extension from the original contract completion date of November 12, 2022.

Vertical Earth will begin tracking monthly delay days from October 1, 2022 forward that may further shift the substantial completion date of the project. This will be submitted at each month end submission with the Pay Application.

Vertical Earth, Inc.



Date: 9/16/2022

City of Holly Springs

Steven W. Miller, Mayor
Date: September 26, 2022

Attest: Karen Norred, City Clerk
Date: September 28, 2022

Downtown Development Authority of Holly Springs

Ollie Evans, Chair
Date: September 28, 2022

Attested By:
Date: September 28, 2022

LEASE AGREEMENT

This Lease Agreement entered into this 28th day of September, 2022 among the DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS ("Landlord"), CITY OF HOLLY SPRINGS, GEORGIA and Cherokee FOCUS, Inc. ("Tenant").

In consideration of the mutual covenants and agreements of this lease, and other good and valuable considerations, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the Hardin House located at 113 Palm Street, Holly Springs, Georgia. This Lease is for the Hardin House building only, but Tenant may use the parking lot. The Hardin House building shall be referred to as "the premises" or "the leased premises."

1. TERM OF LEASE

The term of this lease is one year beginning on October 1, 2022 and ending on September 30, 2023. The lease shall automatically be renewed each year for an additional one-year term unless either party notifies the other in writing at least 60 days before the end of a lease term that it does not desire to extend the lease. In addition, either party may terminate the lease at any time by giving a 60-day written notice to the other party that it wishes to terminate the lease.

2. RENT

(a) Tenant will pay Landlord \$1 per year.

3. USE OF PREMISES

Tenant represents and warrants to Landlord that Tenant intends to use the premises for office uses only. Tenant's use of the premises is restricted to those purposes specified in this section unless Tenant obtains Landlord's prior written consent to any change in use. Tenant may not use, or permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Landlord will maintain one office as agreed upon by tenant and landlord to be used for file archives and other related offices use as needed.

4. REPAIRS AND MAINTENANCE

(a) Repairs and Maintenance by Tenant. Tenant will, throughout the lease term and any extensions of it, at its own expense and risk, maintain the premises and all improvements in them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this section must be performed promptly when required and so as not to cause depreciation in the value of the premises.

(b) Tenant's Failure to Repair or Maintain. If Tenant fails to perform its obligation to repair, replace, or maintain, as set forth in (a) above, within a reasonable time after notice from Landlord of the need for the repair, replacement, or maintenance, Landlord may enter the premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On Landlord's notice to Tenant of the performance and cost of any maintenance, repairs, or replacements under this section, Tenant must immediately reimburse Landlord for any reasonable costs incurred by Landlord under this section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Tenant to Landlord.

5. UTILITIES

(a) Utility Charges. Tenant will pay all utility charges for water, electricity, heat, gas, and telephone service used in the premises during the lease term. Tenant will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent.

6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

(a) Consent of Landlord. Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alterations, additions, or improvements.

(b) Property of Landlord. All alterations, additions, or improvements made by Tenant will become Landlord's property when this lease terminates. But Landlord may require that Tenant remove any alterations, additions, and improvements installed or made by Tenant, and any other property Tenant placed on the premises when the lease terminates. If Landlord requires Tenant to remove the alterations, additions, or improvements, Tenant must repair any damage to the premises caused by the removal.

(c) Alterations Required by Accessibility Laws. If any alterations, additions, or improvements to the premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Tenant is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the parties to enter this lease.

7. TRADE FIXTURES AND SIGNS

(a) Trade Fixtures. Tenant may, at all times, erect or install shelves, bins, machinery, equipment, or other trade fixtures, in, on, or about the premises, if Tenant complies with all applicable governmental laws, ordinances, and regulations regarding the fixtures. Tenant may remove all trade fixtures when this lease terminates, if Tenant is not in default under the lease and the fixtures can be removed without structural damage to the building. Tenant must repair any damage to the premises caused by removing trade fixtures, and all the repairs must be completed before the lease terminates. Any trade fixtures not removed by Tenant when this lease

terminates are considered abandoned by Tenant and will automatically become Landlord's property. If any trade fixture installed by Tenant is abandoned when the lease terminates, Tenant must pay Landlord any reasonable expense actually incurred by Landlord to remove the fixture from the premises, less the fair market value of the fixture once removed, if the fixture is removed within 30 days after Tenant has surrendered possession of the premises or before any subsequent tenant enters the premises or Landlord uses the trade fixtures.

(b) Signs. Tenant may erect signs on any portion of the premises, including but not limited to the exterior walls, subject to applicable laws, ordinances, and regulations. Tenant must remove all signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

8. MECHANIC'S LIENS

Tenant will not permit any mechanic's lien or liens to be placed upon the premises or improvements on the premises. Tenant will promptly pay any mechanic's lien that is filed on the premises or on improvements located on the premises. If default in payment of the lien continues for 20 days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at twelve percent annually until repaid.

9. INSURANCE AND INDEMNITY

(a) Liability Insurance. Tenant, at its own expense, must provide and maintain in force during the lease term, liability insurance in the amount of \$1,000,000. The policy must cover Landlord as well as Tenant, for any liability for property damage or personal injury arising from Tenant's occupying or using, or Landlord's owning the premises. This insurance is to be carried by one or more insurance companies authorized to transact business in Georgia and approved by Landlord.

(b) Remedy for Failure to Provide Insurance. Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates within 30 days after request by Landlord, or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest at the rate of twelve percent annually from the date Tenant receives Landlord's notice of payment until reimbursement.

(c) Tenant's General Indemnity. Tenant must indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Tenant's business

on the premises or its use of them; from any breach by Tenant of any conditions of this lease; or from any act or negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord. This section survives the expiration or earlier termination of this lease.

12 DEFAULT

(a) Tenant's Default. If Tenant is in breach of any of the terms of this Lease, and has failed to cure such breach within thirty (30) days after written notice of the breach from Landlord, Landlord may, at its option, without notice to Tenant, terminate this lease, or, in the alternative, Landlord may reenter and take possession of the premises and remove all persons and property without being considered guilty of any manner of trespass.

(b) Cumulative Remedies. All of Landlord's rights and remedies under this Section are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this lease. All the rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

(c) Waiver of Breach. Any waiver by Landlord of a breach of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

13 INSPECTION BY LANDLORD

Tenant will permit Landlord and its agents, representatives, and employees to enter the premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the premises or to perform Landlord's duties under this lease.

14 ASSIGNMENT AND SUBLEASE

(a) Tenant may not sublet, assign, encumber, or otherwise transfer this lease, or any right or interest in it or in the premises or the improvements on them, without Landlord's written consent. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this lease or in the premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this lease terminated. If Landlord consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this lease, the assignee or subtenant must assume all of Tenant's obligations under this lease, and Tenant will remain liable for every obligation under the lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

15 MISCELLANEOUS

(a) Notices and Addresses. All notices required under this lease must be given by

certified or registered mail, addressed to the proper party, at the following addresses:

Landlord: Downtown Development Authority of Holly Springs, PO Box 990 Holly Springs, GA 30142

Tenant: Cherokee FOCUS, Inc., PO Box 1191 Holly Springs, GA 30142

Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with this section.

(b) Parties Bound. This agreement binds and inures to the benefit of the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

(c) Choice of Law. This agreement is to be construed under Georgia law, and all obligations of the parties created by this lease are performable in Cherokee County, Georgia.

(d) Legal Construction. If one or more of the provisions contained in this agreement is for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

(e) Prior Agreements Superseded. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

(f) Amendment. No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

(g) Rights and Remedies Cumulative. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(h) Attorney's Fees and Costs. If, as a result of either party's breaching this agreement, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

(i) Force Majeure. Neither Landlord nor Tenant is required to perform any term or covenant in this lease so long as performance is delayed or prevented by force majeure, which

includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome, in whole or part.

(j) Time of Essence. Time is of the essence of this agreement.

The undersigned Landlord and Tenant execute this agreement on the 28th day of September 2022.

LANDLORD

TENANT

Downtown Development Authority
of Holly Springs
By: Ollie Evans, Chair

Cherokee FOCUS, Inc.
Sonia Carruthers, Executive Director & CEO

City of Holly Springs, Georgia
By: Steven W. Miller, Mayor



Parker Young Construction, LLC.

Client: CITY OF HALLY SPRINGS - HARDEN HOUSE
Property: 113 Palm St
Holly Springs , GA 30115

Cellular: (770) 721-7502

Operator: MLECHAS

Estimator: Matt Letchas
Position: Estimator
Business: 6815 Crescent Drive
Norcross, GA 30071

Business: (770) 855-1930
E-mail: mletchas@parkeryoung.com

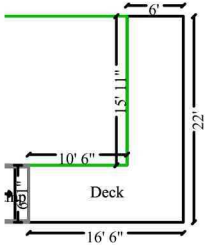
Type of Estimate: Water Damage
Date Entered: 6/7/2022

Date Assigned:

Price List: GAAT8X_MAY22
Labor Efficiency: Restoration/Service/Remodel
Estimate: HARDIN_HOUSE_DECK
File Number: ATL2-0831R

HARDIN_HOUSE_DECK

Deck/Ramp



Deck

Height: 3'

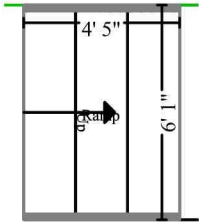
77.00 LF Floor Perimeter

Missing Wall

6' 1" X 3'

Opens into RAMP

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove 6" x 6" square wood post - treated (3 BF per LF)	66.00 LF	2.38	0.00	0.00	31.42	188.50
Remove Deck planking - treated lumber (per SF)	219.85 SF	1.96	0.00	0.00	86.18	517.09
6" x 6" square wood post - treated (3 BF per LF)	66.00 LF	0.00	11.93	29.94	163.46	980.78
Deck planking - 5/4" treated lumber	607.20 LF	0.00	2.64	48.45	330.30	1,981.76
2" x 6" lumber - treated (1 BF per LF)	70.00 LF	0.00	4.41	10.73	63.88	383.31
2" x 4" lumber - treated (.667 BF per LF)	79.20 LF	0.00	3.72	8.32	60.58	363.52
2" x 2" lumber - treated (.33 BF1800 per LF)	280.00 LF	0.00	3.01	13.72	171.30	1,027.82
R&R Custom ADA steel handrail w/ mounting brackets	70.00 LF	1.71	64.78	196.00	970.06	5,820.36
Aluminum safety treads for walkways & ramp - 3.75" x 48"	40.00 LF	0.00	20.66	28.45	170.98	1,025.83
Totals: Deck				335.61	2,048.16	12,288.97



Ramp

Height: 11' 8"

26.87 SF Walls & Ceiling
5.52 SY Flooring

26.87 SF Ceiling
49.69 SF Floor

Missing Wall **6' 1" X 11' 7 1/2"** **Opens into DECK2**
Missing Wall **4' 5" X 11' 7 1/2"** **Opens into Exterior**
Missing Wall **6' 1" X 11' 7 1/2"** **Opens into Exterior**
Missing Wall **4' 5" X 11' 7 1/2"** **Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove 2" x 2" lumber - treated (.33 BF per LF)	280.00 LF	0.53	0.00	0.00	29.68	178.08
Remove 6" x 6" square wood post - treated (3 BF per LF)	66.00 LF	2.38	0.00	0.00	31.42	188.50
Remove Deck planking - treated lumber (per SF)	219.85 SF	1.96	0.00	0.00	86.18	517.09
6" x 6" square wood post - treated (3 BF per LF)	66.00 LF	0.00	11.93	29.94	163.46	980.78
Deck planking - 5/4" treated lumber	607.20 LF	0.00	2.64	48.45	330.30	1,981.76
2" x 6" lumber - treated (1 BF per LF)	365.20 LF	0.00	4.41	55.99	333.30	1,999.82
2" x 4" lumber - treated (.667 BF per LF)	79.20 LF	0.00	3.72	8.32	60.58	363.52
2" x 2" lumber - treated (.33 BF1800 per LF)	50.60 LF	0.00	3.01	2.48	30.96	185.75
R&R Custom ADA steel handrail w/ mountin g brackets	5.00 LF	1.71	64.78	14.00	69.30	415.75
Aluminum safety treads for steps - 3. 75" x 48"	24.00 LF	0.00	20.66	17.07	102.58	615.49
Totals: Ramp				176.25	1,237.76	7,426.54
Total: Deck/Ramp				511.86	3,285.92	19,715.51

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	440.00	0.00	0.00	88.00	528.00

CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Commercial Supervision / Project Management - per hour	16.00 HR	0.00	83.00	0.00	0.00	1,328.00
Totals: General				0.00	88.00	1,856.00
Line Item Totals: HARDIN_HOUSE_DECK				511.86	3,373.92	21,571.51

Grand Total Areas:

0.00 SF Walls	26.87 SF Ceiling	26.87 SF Walls and Ceiling
49.69 SF Floor	5.52 SY Flooring	77.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
49.69 Floor Area	26.87 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total	17,685.73
Material Sales Tax	511.86
Subtotal	18,197.59
Overhead	1,686.96
Profit	1,686.96
Replacement Cost Value	\$21,571.51
Net Claim	\$21,571.51

Matt Letchas

Matt Letchas
Estimator

Recap by Room

Estimate: HARDIN_HOUSE_DECK

Area: Deck/Ramp

Deck	9,905.20	56.01%
Ramp	6,012.53	34.00%

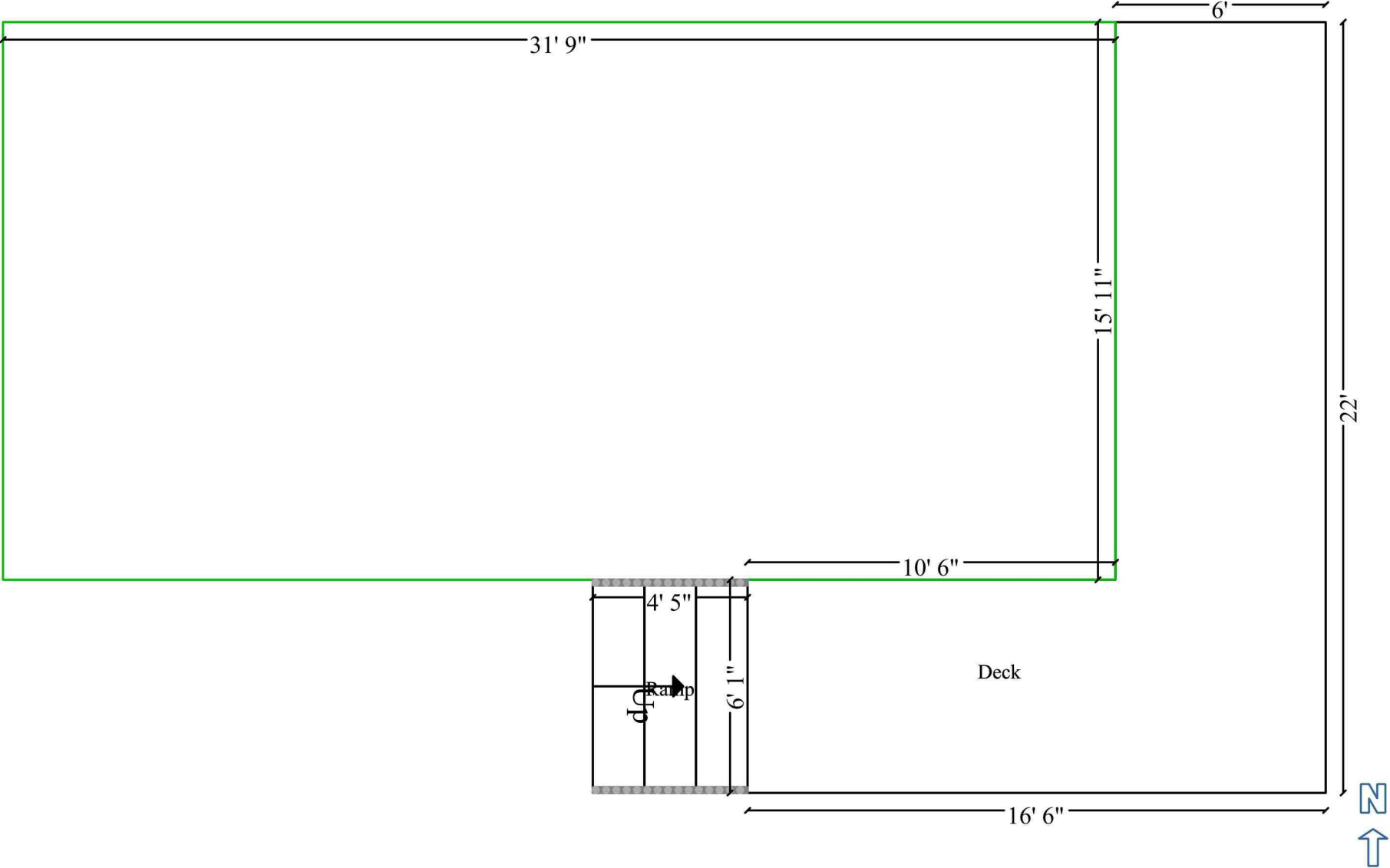
Area Subtotal: Deck/Ramp	15,917.73	90.00%
General	1,768.00	10.00%

Subtotal of Areas	17,685.73	100.00%
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Total	17,685.73	100.00%
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Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	1,892.63	8.77%
FLOOR COVERING - RESILIENT	1,322.24	6.13%
FRAMING & ROUGH CARPENTRY	8,284.36	38.40%
ORNAMENTAL IRON	4,858.50	22.52%
O&P Items Subtotal	16,357.73	75.83%
Non-O&P Items	Total	%
LABOR ONLY	1,328.00	6.16%
Non-O&P Items Subtotal	1,328.00	6.16%
O&P Items Subtotal	16,357.73	75.83%
Material Sales Tax	511.86	2.37%
Overhead	1,686.96	7.82%
Profit	1,686.96	7.82%
Total	21,571.51	100.00%



Holly Springs Downtown Development Authority
Meeting Minutes
August 17, 2022

Members Present: Chris Adams, Chairman Ollie Evans, Andrea Johnston, Secretary Guillermo Sanabia, and Kyle Whitaker.

Members Absent: Vice Chairman Scott Owen and Treasurer Ryan Smith.

Staff Present: City Manager Robert H. Logan, Communications & External Affairs Director Erin Honea, and Deputy Chief Greg Clyburn.

Ollie Evans called the meeting to order.

Ollie Evans made a motion to approve an Underground Easement between Georgia Power Company and the City of Holly Springs located at 136 Palm Street, Holly Springs, Georgia, 30115, Tax Parcel 038 of Tax Plat 93N00. Guillermo Sanabia seconded the motion. Motion carried 5-0.

Guillermo Sanabia made a motion to approve an Underground Easement between Georgia Power Company and the City of Holly Springs located at 175 Palm Street, Holly Springs, Georgia, 30115, Tax Parcel 013 of Tax Plat 93N00. Andrea Johnston seconded the motion. Motion carried 5-0.

Ollie Evans made a motion to approve an Underground Easement between Georgia Power Company and the City of Holly Springs located at 199 Palm Street, Holly Springs, Georgia, 30115, Tax Parcel 014 of Tax Plat 93N00. Guillermo Sanabia seconded the motion. Motion carried 5-0.

Ollie Evans made a motion to approve an Underground Easement between Georgia Power Company and the City of Holly Springs located at 155 Hickory Road, Holly Springs, Georgia, 30115, Tax Parcel 009 of Tax Plat 93N00. Andrea Johnston seconded the motion. Motion carried 5-0.

Chris Adams made a motion to approve an Xfinity Communities Service Agreement (Property Name: City Homes of Holly Springs, Property Address: Betty Barrett Way at Hickory Road) between Comcast Cable Communications Management, LLC and the Downtown Development Authority of Holly Springs. Guillermo Sanabia seconded the motion. Motion carried 5-0.

Guillermo Sanabia made a motion to approve an Xfinity Communities Service Agreement (Property Name: Holly Springs Townhomes, Property Address: 411 Hickory Road) between Comcast Cable Communications Management, LLC and the Downtown Development Authority of Holly Springs. Ollie Evans seconded the motion. Motion carried 5-0.

Chris Adams made a motion to approve a Fourth Amendment to Agreement for Sale and Purchase of Real Property between Walton Holly Springs, LLC and the Downtown Development Authority of Holly Springs and authorize and ratify the signatures of the Chairman and Secretary. Andrea Johnston seconded the motion. Motion carried 5-0.

Ollie Evans made a motion to approve a quote from IES Residential, Inc. in an amount not to exceed \$6,125. Chris Adams seconded the motion. Motion carried 5-0.

Kyle Whitaker made a motion to add Items I. – O. to a Consent Agenda. Ollie Evans seconded the motion. Motion carried 5-0.

Consent Agenda

1. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 1C located in Land Lot 343 and 344 of the 15th District City of Holly Springs, Georgia
2. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 4B located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
3. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 4D located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
4. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 5A located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
5. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 5C located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
6. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 6E located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
7. A Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 8B located in Land Lot 343 of the 15th District City of Holly Springs, Georgia

Kyle Whitaker made a motion to approve the August 17, 2022 Consent Agenda. Ollie Evans seconded the motion. Motion carried 5-0.

Chris Adams made a motion to approve June 15, 2022 meeting minutes. Ollie Evans seconded the motion. Motion carried 5-0.

Communications & External Affairs Director Erin Honea announced that the June and July financial reports were in the packet.

Chris Adams made a motion to adjourn. Guillermo Sanabia seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Ollie Evans, Chairman

Attest:

Erin Honea, Communications & External Affairs Director