



City of Holly Springs

Date: Wednesday, June 15, 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 Third Amendment to Agreement for Sale and Purchase of Real Property between Walton Holly Springs, LLC and the Downtown Development Authority of Holly Springs
Presented By: Robert H. Logan, City Manager

B. Discuss and approve/deny Professional Services Agreement Addendum No. 3 between Southeastern Engineering, Inc. and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

B. Discuss and approve/deny a proposal for disposal services from Southern Environmental Services, Inc.
Presented By: Robert H. Logan, City Manager

C. Discuss and approve/deny a quote for flagpole installation from Flagsource Southeast Inc.
Presented By: Robert H. Logan, City Manager

D. Discuss and approve/deny a proposal for granite wall and curbing from Tru Masonry LLC
Presented By: Robert H. Logan, City Manager

E. Discuss and approve/deny a proposal for landscape and irrigation from Outdoor Expressions
Presented By: Robert H. Logan, City Manager

F. Discuss and approve/deny a quote for concrete demolition and removal from Southern Environmental Services, Inc.

Presented By: Robert H. Logan, City Manager

G. Approve/deny May 18, 2022 meeting minutes

III. REPORTS

IV. ADJOURNMENT

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

THIS THIRD AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (this “Third Amendment”) is made and entered effective the 30th day of June, 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, and further amended by that certain Second Amendment to Agreement for Sale and Purchase of Real Property dated March 30, 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 Third 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 Third 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 Monday, August 1, 2022, at 5:00 p.m.
5. Counterparts. The parties agree to accept this Third Amendment as fully executed upon receipt of counterpart signatures via facsimile or electronic mail. This Third 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 Third 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 Third Amendment shall be null and void. Further, any termination or expiration of the Contingency Deadline prior to the date of this Third Amendment shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Third 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: _____



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936

PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 3

This ADDENDUM to the AGREEMENT made and entered into 12/10/2021 by and between Southeastern Engineering, Inc., and the client identified herein, provides for the Additional Services described under the Scope of Services section of this agreement

CLIENT: City of Holly Springs
C/O Stonecrest Homes GA., LLC
623 West Crossville Road, Suite 204
Roswell, GA 30075
VIA EMAIL: dme.odyssey@gmail.com
Ph#: 404-518-2750

PROJECT NUMBER: 1076-21-274

PROJECT NAME: Holly Springs Town Center Post Award

SCOPE OF SERVICES:

Task 7 – Construction Document Revisions

This task is additional funds for the on-going revisions to the Town Center construction documents. Revised construction plans and hydrology study are the deliverables within this task. This task will continue to be billed hourly, up to the allowance amount.

COMPENSATION:

Please initial all authorized tasks below:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Authorized Tasks
Task 7 –Construction Document Revisions	\$50,000	<i>Monthly, % complete of Allowance</i>	Client Initial / Date

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

CLIENT CITY OF HOLLY SPRINGS

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

DocuSigned by:
Chad Eppe
21D3AB68A03F424...

Name (Typed) _____

Name (Typed) _____

Chad Eppe

TITLE _____

TITLE _____

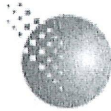
Vice President

DATE _____

DATE _____

04/22/2022

Initials CE
Client / SEI



SOUTHERN ENVIRONMENTAL SERVICES, INC.

ASBESTOS ABATEMENT, DEMOLITION & CONSTRUCTION SERVICES

Celebrating 28 Years • 1994 - 2022

TELEPHONE: 770-933-0005

May 19, 2022

Mr. David Edwards
Downtown Development Authority of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

RE: Proposal for Disposal Services
Mixed Debris, Town Center, 411 Hickory Rd, Holly Springs

Dear Mr. Edwards,

Southern Environmental Services, Inc., ("SESI") is pleased to present you with this proposal for disposal services in reference to the Town Center project located at 411 Hickory Rd in Holly Springs, GA.

Scope of Services: Disposal

- Remove & dispose of mixed debris

Hazardous Materials:

1. Except as described, we exclude the testing, handling, and disposal of Hazardous materials from the project. The following materials may be considered hazardous; UST Tanks, PCB transformers, batteries and mercury filled lighting. We will need an asbestos survey for the building for permitting

Cost of Services:

Cost of services includes all labor, materials, insurance, taxes, disposal, and fees necessary to complete the above referenced scope of services.

- | | |
|-------------------------------------|--------------------------------|
| 1. Mobilization: | \$ 2,500.00 |
| 2. Equipment [6 Days @ \$2,200/Day] | \$ 13,200.00 |
| 3. Disposal [\$53.50/Ton]: | \$ 25,000.00 [Budget/Estimate] |
| 4. Transportation [\$450.00/Load]: | \$ 450.00/Load |

General Notes:

1. All payments shall be net 30 days, past due payments subject to 1.8%/month finance fees.
2. We make no representations as to the presence of hazardous materials except as noted

Thank you in advance for allowing SESI the opportunity to be of service to you. Should you have any questions or comments, please do not hesitate to call me at (770) 933-0005.

Sincerely,

Thomas F. Wasson,
President
tom.wasson@sesi.net

Accepted By:

5/19/2022

Date:

From: FlagsourceSoutheast <flagsourcese@bellsouth.net>
Sent: Tuesday, April 12, 2022 3:14 PM
To: Matt Cato <mattc@outdoorexpressions.net>
Subject: Re: Holly Springs Town Center - Holly Springs, GA

EXTERNAL EMAIL - Use caution before opening attachments or clicking links.

Matt,

Here's the pricing and a few pictures for reference regarding the poles specified the Holly Springs Town Center. I just checked at the factory and currently the poles are in stock, but that may change in the near future. If you decide to move forward with the project, it would be a good idea to get them ordered ASAP as everything in the supply chain has slowed to a crawl. The flagpole price includes all the hardware necessary for set up and installation, as well as delivery to the jobsite. We can provide material samples and additional information per your request. Our office is located in Woodstock, you would be welcome to stop by at anytime. We can also send over our Insurance COI for review. Please feel free to call or e-mail me with any questions.

Thank You,
Mark

EC40IH Satin Finish Aluminum Flagpole	5600.00 each (6)	\$33,600.00
EC45IH " " " "	5900.00 (1)	\$5,900.00
Installation (Estimate)	7500.00	\$7,500.00
6'x 10' Military Flags (If Required)	220.00 each	\$1,320.00
8'x 12' US Flag	190.00	\$190.00
		\$48,510.00
Sales Tax: 6%		\$2,910.60
Terms: Net 30		
	Total:	<u>\$51,420.60</u>

Mark Eggleston

Flagsource Southeast Inc.
201 Creekstone Ridge Woodstock, Georgia 30188
Phone: 770-977-3331
Fax: 770-971-0622
Email: Flagsourcese@bellsouth.net
www.flagsourcesoutheast.com

Tru Masonry LLC

8014 Cumming Highway, Suite 403-162
Canton, GA 30115

Proposal

Proposal date	4/14/2022
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Proposal submitted to:
Attention: David Edwards
City of Holly Springs
Downtown Development Authority of Holly Springs

Job description:

Holly Springs Town Center
Granite wall & curbing

Cost

We propose hereby to furnish material & labor necessary for the completion of:

Granite Wall (132' circumference). Filled cell 12" cmu, granite veneer ashlar pattern, 4" x 22" granite cap.	\$28,029.30
Concrete footer for granite wall. (3'x1'x132')	\$12,150.00
Granite Curbing (195' circumference). 4"x5"x9" Elberton Granite Cobblestones, appx 6"x12" concrete setting bed.	\$16,357.25
Total	\$56,536.55

All material & labor in order to complete the work as described is included in the proposed costs.

Any deviation or change from the specified work and/or bid based off plans involving extra costs will be executed only after written approval of change orders.

This proposal may be withdrawn if not accepted within 60 days

Thank you for your consideration. We look forward to serving you soon.

Bobby Hornsby
770-548-1764
bobby@trumasonryllc.com

Approval signature: _____



April 18, 2022

Landscape & Irrigation Proposal for:
Downtown Development Authority of
Holly Springs
Attn: Mr. David Edwards

We propose to furnish all labor, materials, equipment, and supervision necessary to construct, as an independent contractor, landscape and irrigation installation for **Holly Springs Town Center**, as per plan by Foresite Group, last revised 03/17/2022, and as detailed on the attached Summary Sheet.

All of the described work will be completed for the sum of:

Seventy-eight thousand one hundred ten and 00/xx Dollars (\$78,110.00)

Payments to be made as follows:

Payment due within 30 days of invoice date

If not paid when due, the balance shall bear interest at a 1-1/2% per month from due date until paid in full. In the event any or the entire amount due under this Agreement is collected by or through an attorney, the Purchaser agrees to pay all reasonable attorney's fees.

This Contract is subject to the terms and conditions set forth herein.

Accepted:

Client/Purchaser

Date



Outdoor Expressions, LLC
Matt Cato

4/18/2022

Date

NOTE: If this Contract is not accepted within 30 days of the Contract date, it is subject to change due to plant material prices and availability.

Holly Springs Town Center
Summary Sheet – Page One
April 18, 2022

Landscape Installation

This work includes fine grading of the landscape area, trench edging of bed lines, pine straw mulch, hardwood mulch, Bermuda sod, seasonal color bed prep, and the installation of the following material shown on page L-1.0.

Plant List:

<u>Qty.</u>	<u>Size</u>	<u>Plant Name</u>
22	2" cal.	Nellie R Stevens
19	3" cal.	Shumard Red Oak
92	3 gal.	Korean Boxwood
273	3 gal.	Crimson Fire Loropetalum
116	3 gal.	Heavy Metal Switch Grass
164	3 gal.	Magic Carpet Japanese Spirea
1992	4" pot	Creeping Lilyturf
342	4" pot	Seasonal Color

Material List:

<u>Qty.</u>	<u>Unit</u>	<u>Item</u>
220	bale	Pine Straw Mulch
12	cy	Brown Hardwood Mulch
20	cy	Plant Mix
Approximately 9,900 square feet of Bermuda sod		
Tree stakes, fertilizer, pre-emergent herbicide		

Landscape Amount: \$67,095.00

Design Build Irrigation Option

This work includes the installation of a new design build irrigation system to provide coverage to all new plantings and sod in the round-about and the area at the southwest quadrant only. Components consist of a controller, backflow preventer, zone valves, main lines, lateral lines, as well as associated piping and wire. Any necessary sleeving, water source, and power source by others.

Design Build Irrigation Amount: \$11,015.00

Total Proposed Amount: \$78,110.00

Plant Warranty – Outdoor Expressions warrants the following plant material:

- 1) New trees and plant material in 1 gallon or larger containers for a period of one (1) year from completion with a one-time replacement policy.
- 2) Plants stolen from site which have not been planted.

Plant Warranty is void if payment schedule is not strictly adhered to.

Exceptions to Plant Warranty – Outdoor Expressions does **NOT** warranty the following:

- 1) Negligence or Acts of God; (i.e. improper watering practices, cold damage, high winds, fire, dogs, vandalism, etc.);
- 2) Transplanted and Client/Purchaser provided plant material.

Irrigation Installation Notes:

- Water and power source to be provided by Owner
- System includes one (1) Year Operational Warranty, parts and labor inclusive.
- Warranty does not cover damages caused by vandalism or acts of God.
- All sleeves under hard surfaces by others.

TERMS AND CONDITIONS

1. This Agreement shall be construed according to the laws of the State of Georgia.
2. Outdoor Expressions reserves the right to assign or subcontract any part or all of this Work.
3. Water and power will be made available by Client to complete the Work.
4. Newly planted material will be watered thoroughly when installed. Upon completion of work, it will be the owner's responsibility to water and maintain this project.
5. This Agreement is based on the job site being free of debris prior to Outdoor Expressions commencing work, unless otherwise noted in the Summary Sheet outlining the work to be preformed. Outdoor Expressions shall be responsible for leaving the site clean and free of debris created by this project.
6. Outdoor Expressions shall provide required fine grading necessary to complete the project, unless otherwise specified in the Summary Sheet. Fine grading is defined as the site being plus or minus 1" from finished grade. This includes any excess soil being removed from site and no areas deficient in soil.
7. Any plant material stolen from site after planting is the sole responsibility of the Client/Purchaser.
8. Unless otherwise specified, erosion control silt fence is not a part of the Agreement.
9. Unless otherwise specified, this proposal does not include any provision for correcting drainage problems.
10. Reasonable caution shall be taken to prevent damage to existing pavement/concrete, septic tanks and underground utility lines. Outdoor Expressions shall not be responsible for damage to same resulting from the exercise of ordinary care in the execution of the Work.
11. All materials shall remain the property of Outdoor Expressions until paid for in full by Client/Purchaser. In the event of non-payment by Client/Purchaser, Outdoor Expressions shall have the right to enter upon the site to retrieve said materials.



ASBESTOS ABATEMENT, DEMOLITION & CONSTRUCTION SERVICES

Celebrating 28 Years • 1994 - 2022

TELEPHONE: 770-933-0005

June 1, 2022

Mr. David Edwards
Downtown Development Authority of Holly Springs
PO Box 990
Holly Springs, GA 30142

RE: Proposal for Disposal Services
Town Center, 411 Hickory Rd, Holly Springs

Dear Mr. Edwards,

Southern Environmental Services, Inc., ("SESI") is pleased to present you with this proposal for disposal services in reference to the Town Center project located at 411 Hickory Rd in Holly Springs, GA.

Scope of Services: Disposal

- | | |
|--|-----------|
| ▪ Demolish & remove all concrete foundations | 46,000 SF |
| ▪ Demolish & remove all sidewalks/misc. | 16,500 SF |
| ▪ Demolish & haul asphalt | 11,000 SF |
| ▪ Demolish & dispose of misc. trash | |
| ▪ Demolish & haul all concrete | |
| ▪ Alternate: Crush & leave concrete on site | |
| ▪ Alternate: Demolish & haul all asphalt | |

Hazardous Materials:

1. Except as described, we exclude the testing, handling, and disposal of Hazardous materials from the project. The following materials may be considered hazardous; UST Tanks, PCB transformers, batteries and mercury filled lighting. We will need an asbestos survey for the building for permitting

Cost of Services:

Cost of services includes all labor, materials, insurance, taxes, disposal, and fees necessary to complete the above referenced scope of services.

- | | |
|----------------------------|-----------------------|
| 1. Concrete Demo & Haul: | \$ 88,500.00 or; |
| 2. Concrete Crush & Leave: | \$ 73,000.00 X |
| 3. Asphalt Demo & Haul: | \$ 16,500.00 X |
| 4. Dispose of Misc. Trash: | \$ 1,000.00 X |

Total \$ 90,500.00

General Notes:

1. All payments shall be net 30 days, past due payments subject to 1.8%/month finance fees.
2. We make no representations as to the presence of hazardous materials except as noted

Thank you in advance for allowing SESI the opportunity to be of service to you. Should you have any questions or comments, please do not hesitate to call me at (770) 933-0005.

Sincerely,



Thomas F. Wasson,
President
tom.wasson@sesi.net

Accepted By:

Date:

Holly Springs Downtown Development Authority
Meeting Minutes
May 18, 2022

Members Present: Chairman Ollie Evans, Secretary Guillermo Sanabia, Treasurer Ryan Smith, and Kyle Whitaker.

Members Absent: Chris Adams, Andrea Huisman, and Vice Chairman Scott Owen.

Staff Present: City Manager Robert H. Logan and Communications & External Affairs Director Erin Honea.

Ollie Evans called the meeting to order.

Ryan Smith made a motion to approve the 2022-2023 Affiliate Main Streets Memorandum of Understanding among the City of Holly Springs, Georgia, the Downtown Development Authority of Holly Springs, the Communications & External Affairs Director, and the Georgia Department of Community Affairs and authorize and ratify the signatures of the City Manager and the Communications & External Affairs Director. Guillermo Sanabia seconded the motion. Motion carried 4-0.

Guillermo Sanabia made a motion to approve a Quitclaim Deed between the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs as described in Exhibit A, identified as Tract Three located in Land Lot 306 of the 15th District, City of Holly Springs, Georgia. Ryan Smith seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to approve a Lighting Services Agreement for 199 Palm Street, Holly Springs, Georgia between Georgia Power and the Downtown Development Authority of Holly Springs. Guillermo Sanabia seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to approve the 2021 budget amendment. Ryan Smith seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to approve the 2022 budget appropriation. Ryan Smith seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to approve an amendment to an Intergovernmental Agreement between the City of Holly Springs and the Downtown Development Authority of Holly Springs. Kyle Whitaker seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to approve the April 20, 2022 Downtown Development Authority meeting minutes. Ryan Smith seconded the motion. Motion carried 4-0.

Kyle Whitaker made a motion to amend the agenda to add Item H, Discuss and approve/deny renewal of Annual Membership Investment to the Cherokee County Chamber of Commerce. Ollie Evans seconded the motion. Motion carried 4-0.

Kyle Whitaker made a motion to approve renewal of Annual Membership Investment to the Cherokee County Chamber of Commerce in an amount not to exceed \$305. Ollie Evans seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to adjourn. Guillermo Sanabia seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

Ollie Evans, Chairman

Attest:

Erin Honea, Communications & External Affairs Director



**Downtown Development Authority
As of May 31, 2022**

Revenues	May 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	5,000	-	0.00%
Proceeds from Sale of Property	-	2,000,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 2,005,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
Water & Sewer	-	2,500	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	-	2,000,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 2,005,000	\$ -	0.00%

Holly Springs Downtown Development Authority

Treasurer's Report

May 2022

Opening Balance: \$ 74,692.44

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 74,692.44

Plus Certificate of Deposit \$ 36,421.60

Total Funds \$ 111,114.04