City of Holly Springs

Date: Wednesday, May 18, 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 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
Presented By: Erin Honea, Communications & External Affairs Director

B. Discuss and approve/deny 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
Presented By: Robert H. Logan, City Manager

C. Discuss and approve/deny a Lighting Services Agreement for 199 Palm Street, Holly Springs, Georgia between Georgia Power and the Downtown Development Authority of Holly Springs
Presented By: Robert H. Logan, City Manager

D. Discuss and approve/deny the 2021 budget amendment
Presented By: Robert H. Logan, City Manager

E. Discuss and approve/deny the 2022 budget appropriation
Presented By: Robert H. Logan, City Manager

F. Discuss and approve/deny an amendment to an Intergovernmental Agreement between the City of Holly Springs and the Downtown Development Authority of Holly Springs
Presented By: Robert H. Logan, City Manager

G. Approve/deny April 20, 2022 meeting minutes

III. REPORTS

IV. ADJOURNMENT

Georgia® Department of Community Affairs
DOWNTOWN DEVELOPMENT

2022 - 2023 Affiliate Main Streets Memorandum of Understanding

MOU

5/1/2022

This document should be signed by all local parties (Authorized City Representative, Main Street Program Manager and Board Chair) by **July 1, 2022**

Please email Ellen.Hill@dca.ga.gov with any questions.

GEORGIA DOWNTOWN AFFILIATE NETWORK
MEMORANDUM OF UNDERSTANDING

2022 - 2023 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA") and the City/Town of Holly Springs, Georgia (hereinafter referred to as "Community"). DCA will enter into this agreement with the above party to provide services in return for active and meaningful participation in the Georgia Downtown Affiliate Network by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Downtown Affiliate Network for the stated program year. DCA is the sponsoring state agency for the Georgia Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation cities within the State of Georgia.

Those communities that participate in the Georgia Downtown Affiliate Network will receive a national designation from the National Main Street Center as a Main Street America Affiliate™ community. As members of this designation level your community, program or organization has demonstrated a commitment to comprehensive community revitalization and is on the pathway to achieving meaningful economic, social, physical and organizational improvements in the downtown or historic commercial district. Affiliate status is primarily intended for programs, districts, or communities that are interested in learning more about the Main Street model, wouldlike to tap into the national network's strategies and resources, and intend to transition to the Georgia Classic Main Street designation. Communities who do not have the capacity, or who are not eligible, for higher levels of Main Street America™ designation are also invited to participate in the Georgia Downtown Affiliate Network.

In recognition of the agreement by DCA and the Communities, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
    a. Set and review boundaries for the target area of the local Downtown Affiliate Network program.
    b. A copy of these boundaries should remain on file with DCA, in Dropbox, at all times.
2. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
    a. Part-time staff will consist of an employee who works a minimum of 20 hours a week and spends 100% of their time on Main Street related activities or full-time staff that devotes 50% of their time to downtown revitalization. A copy of the job description should remain on file with DCA, in Dropbox, at all times.
    b. The downtown manager should be paid a salary consistent with other community and economic development professionals in the state. The program manager's salary must be paid in excess of minimum wage.
    c. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim point of contact until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
3. Assist the downtown manager in compiling data required as part of the monthly reporting process.
    a. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner: Business license data, building permit data, property tax data, Geographic Information Systems data (mapping support when available).
4. Work with stakeholders to identify a unified vision for success for the district along with appropriate success indicators;
5. Develop diversified and sustainable funding sources to support your efforts;
6. Maintain membership with the National Main Street Center, in order to be eligible for national designation.
    a. Use the "Main Street America Affiliate™" name in accordance with the National Main Street Policy on the Use of the Name Affiliate.
7. Notify DCA in writing prior to any wholesale changes in the local program. This includes but is not limited to structural changes to the board of directors, change in program funding or support, changes in the organization's bylaws or changes to the Main Street district's boundaries. Such notice should be received by DCA one month prior to said changes. Changes, or failure to notify DCA prior to these changes, may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ utilizing Community Transformation Strategies and the Main Street Four Point Approach.
    A. Unless otherwise specified the Community will utilize the DCA provided work plan template.
    B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
    C. A copy of the work plan must be on file, in Dropbox, and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
    A. DCA recommends a public downtown visioning event/town hall meeting annually.
    B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
    C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and ensure the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
6. Assure the financial solvency and effectiveness of the Local Main Street Program.
    A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
    B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
    C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANANGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
    A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
    B. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation.
    C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
2. Participate in training to broaden the impact of the local Main Street Program.
    A. DCA requires managers to attend at least 10 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.
3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
6. Provide regular updates between the local Main Street Program and the Community.
    A. Managers are encouraged to provide at least quarterly reports to the local government.
    B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street America Affiliate Program.
2. Provide access to a curriculum of training on an annual basis to assist the community, volunteers, downtown manager and the Affiliate Program Board with the local downtown revitalization program.
3. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
4. Provide a detailed Transition Strategy to assist local Downtown Affiliate Network programs who want to pursue the Classic Main Street Program designation.
5. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
6. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2023.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Downtown Affiliate Network Designation.
3. Communities that choose to terminate this agreement recognize that they must formally reapply to participate in Main Street as a Start-up program should they wish to have then previous designation reinstated. The Start-up process could take as long as two years to complete.
4. If the Community fails to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Affiliate Program as it deems appropriate. Such course may include probation or termination of designation.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA DOWNTOWN AFFILIATE NETWORK
MEMORANDUM OF UNDERSTANDING: 2022-2023 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Holly Springs

Rob Logan
Rob Logan (May 6, 2022 08:07 EDT)
Authorized City Representative (ACR) Signature

05/06/2022
Date

Rob Logan
ACR Name

City Manager
ACR Title

DOWNTOWN MANAGER

Erin Honea
Manager Signature

05/05/2022
Date

Erin Honea
Printed Manager Name

03/17/2014
Hire Date

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Jessica Worthington
Ellen Hill (May 6, 2022 08:40 EDT)
Director Signature

05/06/2022
Date

Jessica Worthington
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329
jessica.worthington@dca.ga.gov
www.georgiamainstreet.org
404-520-4271

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the _____ day of _______________, 2022, between THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantor") and HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

THE CITY OF HOLLY SPRINGS, GEORGIA

By: ___________________________
Steven W. Miller - Mayor

Signed, seal and delivered
this ___ day of __________, 2022.

____
Witness

____
Notary Public
My Commission Expires

Attest: ___________________________
Karen Norred – City Clerk

Signed, seal and delivered
this ___ day of __________, 2022.

____
Witness

____
Notary Public
My Commission Expires

APPROVED AS TO FORM BY:

Signed, seal and delivered
this ___ day of __________, 2022.

____
Witness

____
Notary Public
My Commission Expires

ATTORNEY FOR THE CITY OF HOLLY SPRINGS, GEORGIA

By: ____________________________
Robert M. Dyer – Attorney for
City of Holly Springs, Georgia

EXHIBIT “A”

TRACT THREE

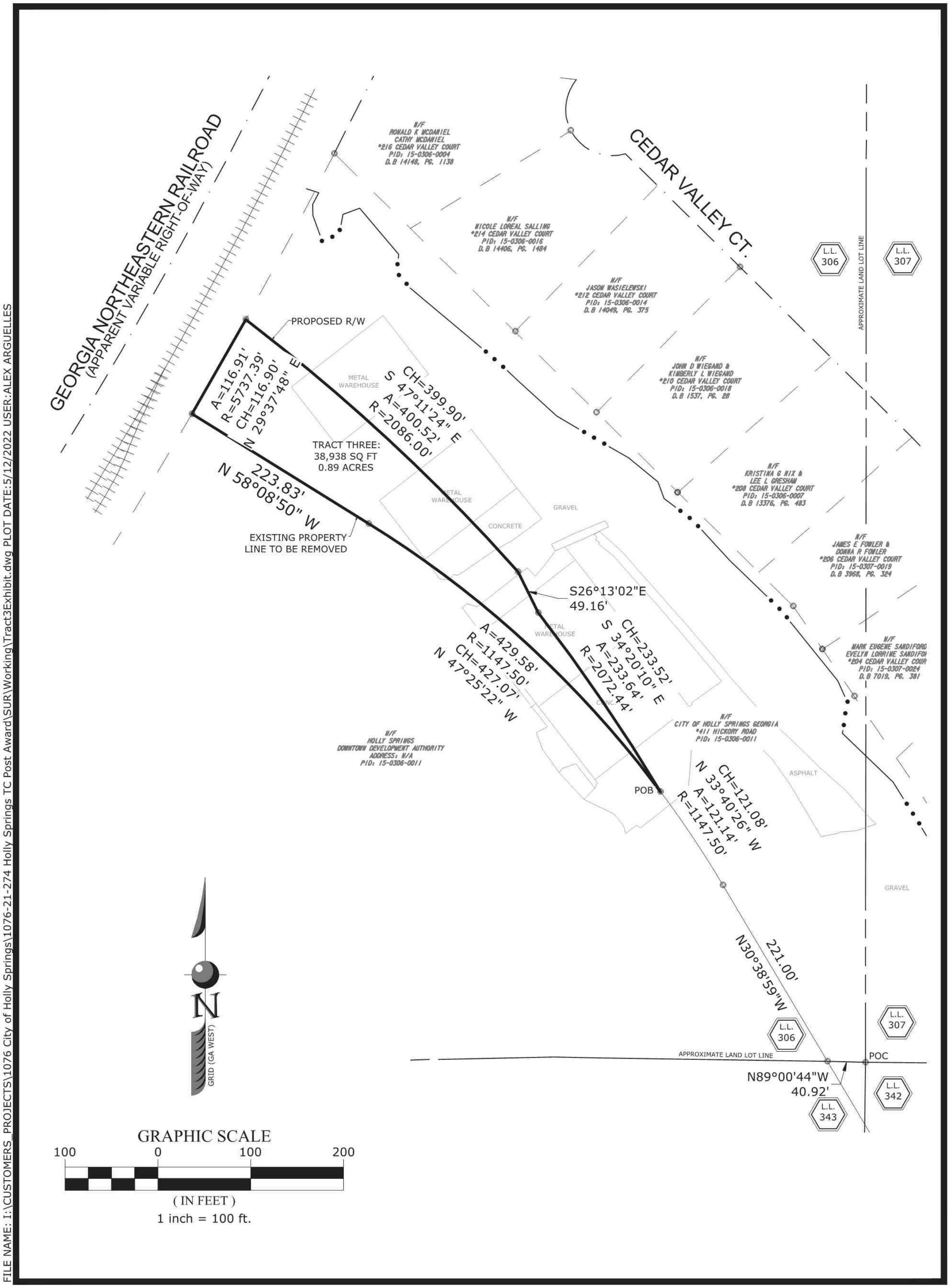
ALL THAT TRACT or parcel of land lying and being in Land Lot 306 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the common Land Lot Corner of Land Lots 306, 307, 342 and 343;
THENCE, westerly along the common Land Lot Line of Line Lots 306 and 343 on a bearing of North 89 degrees 00 minutes 44 seconds West, a distance of 40.92 feet to a point;
THENCE, northwesterly on a bearing of North 30 degrees 38 minutes 59 seconds West, a distance of 221.00 feet to a point;
THENCE, northwesterly along a curve to the left an arc length of 121.14 feet (said curve having a radius of 1147.50 feet and a chord bearing of North 33 degrees 40 minutes 26 seconds West and a chord distance of 121.08 feet) to a point, said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING northwesterly continuing along a curve to the left an arc length of 429.58 feet (said curve having a radius of 1147.50 feet and a chord bearing of North 47 degrees 25 minutes 22 seconds West and a chord distance of 427.07 feet) to a point;
THENCE, northwesterly on a bearing of North 58 degrees 08 minutes 50 seconds West, a distance of 223.83 feet to a point at the southeasterly Right of Way of Georgia Northeastern Railroad (Apparent Variable Right of Way);
THENCE, northeasterly along said southeasterly Right of Way along a curve to the left an arc length of 116.91 feet (said curve having a radius of 5737.39 feet and a chord bearing of North 29 degrees 37 minutes 48 seconds East and a chord distance of 116.90 feet) to a point;
THENCE, southeasterly leaving said southeasterly Right of Way along a curve to the right an arc length of 400.52 feet (said curve having a radius of 2086.00 feet and a chord bearing of South 47 degrees 11 minutes 24 seconds East and a chord distance of 399.90 feet) to a point;
THENCE, southeasterly on a bearing of South 26 degrees 13 minutes 02 seconds East, a distance of 49.16 feet to a point;
THENCE, southeasterly along a curve to the right an arc length of 233.64 feet (said curve having a radius of 2072.44 feet and a chord bearing of South 34 degrees 20 minutes 10 seconds East and a chord distance of 233.52 feet) to the POINT OF BEGINNING.

The herein described tract of land contains 38,938 Square Feet or 0.89 Acres of land, more or less.

EXHIBIT "A" - continued



FILE NAME: I:\CUSTOMERS_PROJECTS\1076 City of Holly Springs\1076-21-274 Holly Springs TC Post Award\SUR\Working\Tract3Exhibit.dwg PLOT DATE:5/12/2022 USER:ALEX ARGUELLES

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN N/A FEET AND AN ANGULAR ERROR OF N/A SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN N/A FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TRACT THREE EXHIBIT

CITY OF HOLLY SPRINGS
DOWNTOWN
DEVELOPMENT AUTHORITY

LOCATED IN:
LL 306, 15th DIST., CITY OF HOLLY SPRINGS, CHEROKEE CO. GA.

Proj. No.:	1076-21-274
Surveyed By:	SEI
Field Date:	N/A
Drafted By:	A. ARGUELLES
Issue Date:	05/12/2022
1 OF 1	

Lighting Services Agreement

Georgia Power

Customer Legal Name: Downtown Development Authority of Holly Springs
DBA:

Service Address: 199 Palm St Holly Springs GA 30115
County:

Mailing Address: PO Box 990 Holly Springs GA 30142

Email: knorred@hollyspringsga.us
Tel #: 770-345-5536
Alt Tel #:

Tax ID#: 3652
Business Description: Subdivision

Existing Customer: Yes ☐ No ☑
If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑
If Yes, which Account Number?

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
INS	13	80	LED	Post Top

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$559.52	$35.36	$594.88

Term (Months)	24

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:
Town Homes - Holly Springs Mixed-Use Project

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☑

Type	Customer	Tariff	Content
NESC	Non-Gov	EOL	N/A

Pre-Payment ($)
$57,940.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** Russell Smith
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting - Non-Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer agrees to pay a 1.5% late fee on the unpaid balance and acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, late fee, or any amount due for the Service during the remaining Term.

13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "**include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

K445 SOL-LUX™ - LED

KING LED TECHNOLOGY

The King Luminaire Sol-Lux™ Fixture is one of the many classic shapes extensively used in the streetlighting revolution of the early 1900's. Offered today in high performance LED, it makes for a beautifully historical, energy efficient streetlighting solution.

PROJECT: Holly Springs Mixed-Use Infrastructure Project

PREPARED BY: ______________________

DATE: ______________________

PRODUCT SPECIFICATIONS

LED ENGINE
The light engine shall be an array of 4 or 6 Cree Chip On Board (COB) diodes mounted to a highly conductive aluminum extrusion with the use of 2 electrical connectors. The aluminum extrusion will be mechanically attached to a thermal heat sink at both the top and bottom of the aluminum extrusion. It shall remain in thermal contact to the heat sinks with the use of conductive silicone. There will be an aluminum uplight reflector in both Type IV & Type V IESNA distribution patterns.

REFRACTIVE GLASS GLOBE
The glass globe shall be made of 9018 clear borosilicate glass having a minimum thickness of 0.300" with an overall diameter of 13.5" and an over-all height of 19.25". It will be designed for optimum optical efficiency and light control.

The glass globe is secured to the luminaire body by means of a split-clamping ring of durable cast A319 aluminum, which allows easy, tool-less removal of the globe assembly from the luminaire body by means of King Luminaire's Rotolock™ system.

A minimum ingress protection against water or dust particles of IP66 for the LED optical chamber is provided by non-porous, closed-cell silicon rubber sponge gasketing which is highly efficient in sealing against particle ingress for a wide temperature range (-40°F to 310°F).

LUMINAIRE CONSTRUCTION
All K445 Sol-Lux™ cast components shall consist of a heavy grade A319 cast aluminum. The main body, or capital, acts as an enclosure for the driver assembly and is of adequate thickness to give sufficient structural rigidity. The capital shall have an opening at the base tenon body to allow the luminaire to be mounted to a tenon of 3-1/2" maximum diameter. The luminaire shall be locked in place by means of heavy duty, stainless-steel set-screws.

DRIVER
CSA certified and/or UL listed, electronic programmable, Constant Light Output (CLO) driver with a 0-10v dimming lead. Driver shall supply correct DC voltage and current to maintain proper operation of the emitters. The driver shall be UL1310/UL48 Class 1 certified, and contain over-circuit, over-voltage, and over-power protection. An in-line ferrite choke is utilized to provide protection against EFT's. The multi-volt driver shall be capable to connect to AC input voltages of 120V - 277V or 347 - 480V. The driver shall have a minimum life expectancy of 100,000 hrs with an operating case temperature range from a minimum of -35°C to a maximum of 65°C. The driver casing shall have a minimum ingress protection rating of IP67.

PHOTOMETRICS
Fixtures are tested to IESNA LM79 specifications. These reports are available upon request.

CHROMATICITY
High output COB LEDs come standard at 3000K & 4000K (+/-300K) with a minimum nominal 70 CRI. Additional CCT emitters are available upon request.

LUMEN MAINTENANCE
Reported (TM21) and Calculated (L70) reports are available upon request with a minimum calculated value of 100,000 hrs.

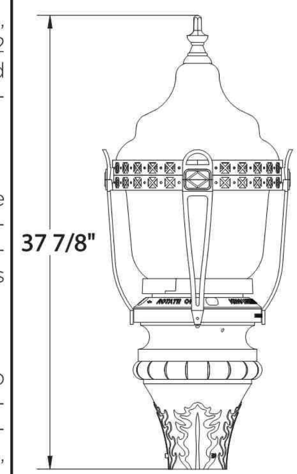
WIRING
All internal wiring and connections shall be completed so that it will be necessary only to attach the incoming supply connectors to Mate-N-Lok connectors or to a terminal block. Mate-N-Lok shall be certified for 600V operation. Internal wire connectors shall be crimp connector only and rated at 1000V and 150°C. All wiring to be CSA certified and/or UL listed, type SFF-2, SEWF-2, or SEW-2 No. 14 gauge, 150°C, 600V, and color coded for the required voltage.

THERMALS
Fixtures tested to determine the maximum in-situ case temperature of the LED emitters as recommended by Cree. This report is available upon request.

FINISH
Housing is finished with a 13 step KingCoat™ SuperDurable polyester TGIC powder coat. Standard colors include strobe white, brown metal, marina blue, gate gray, Chicago bronze, standard gold, standard black, federal green and rain forest. Please see our website for a complete list of colors. Additional RAL or custom color matches are available.

MISCELLANEOUS
All exterior hardware and fasteners, wholly or partly exposed, shall be stainless steel alloy. All internal fasteners are stainless steel or zinc coated steel. All remaining internal hardware is stainless steel, aluminum alloy, or zinc coated steel.

WARRANTY
The K445 Sol-Lux™ LED luminaire comes with a 7 year limited warranty.



CERTIFICATION:
CSA US Listed
Suitable for wet locations
ISO 9001
IP66
ARRA Compliant
LM79 / LM80 Compliant

DRIVER INFO:
>0.9 Power Factor
<20% Total Harmonic Distortion
120V - 277V or 347 - 480V
-35°C Min. Case Temperature
65°C Max. Case Temperature
Surge Protection: ANSI C136.2 extreme level 20kV/10kA

EPA:
1.16 sq. ft.

FIXTURE WEIGHT:
51 lbs

POWER & LUMENS

Test Voltage: 120V
Nominal Color Temperature: 3000 & 4000K[1]
4004 Engine Series: 4 COB Emitters (Type IV)
4006 Engine Series: 6 COB Emitters (Type V)
LED Engine + Driver Rated Life = 100,000 hrs[2]

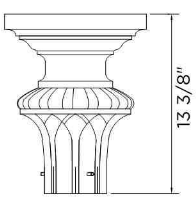
To learn more about the T1 Optic, please see the T1 Optic Information Sheet

Photometric Test Report Number	Decorative Option	Color Temperature	IES Distribution	Nominal Watts	Engine Series	Delivered Lumens[3]	Efficacy (LM/W)[3]	mA @ Emitter	Driver Output Current	BUG Rating	HID Equivalent[4]
In Testing	N/A	3000	Type IV	40	4004	N/A	N/A	N/A	N/A	N/A	50-70
In Testing	N/A	4000	Type IV	40	4004	N/A	N/A	N/A	N/A	N/A	50-70
In Testing	N/A	3000	Type V	40	4006	N/A	N/A	N/A	N/A	N/A	50-70
In Testing	N/A	4000	Type V	40	4006	N/A	N/A	N/A	N/A	N/A	50-70
In Testing	N/A	3000	Type IV	60	4004	N/A	N/A	400	400	N/A	70-100
H265C	N/A	4000	Type IV	60	4004	6664	110.3	400	400	1-5-3	70-100
In Testing	N/A	3000	Type V	60	4006	N/A	N/A	275	550	N/A	70-100
H268C	N/A	4000	Type V	60	4006	7305	117.9	275	550	3-5-3	70-100
In Testing	N/A	3000	Type IV	75	4004	N/A	N/A	500	500	N/A	100-150
H266C	N/A	4000	Type IV	75	4004	7976	104.7	500	500	1-5-3	100-150
In Testing	N/A	3000	Type V	75	4006	N/A	N/A	340	680	N/A	100-150
H267C	N/A	4000	Type V	75	4006	8731	114.2	340	680	3-5-3	100-150
445T1GR410030P	N/A	3000	Type IV	100	4004	10466	112	620	620	2-5-4	150-250
H255C	N/A	4000	Type IV	100	4004	9448	97.7	620	620	1-5-4	150-250
In Testing	N/A	3000	Type V	100	4006	N/A	N/A	430	860	N/A	150-250
H256C	N/A	4000	Type V	100	4006	10612	108.6	430	860	3-5-4	150-250

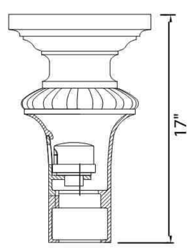
[1]Color temperature is nominal, please see test report for specific chromaticity information
[2]Contact factory for TM21 information
[3]Due to the continuous advancements in LED technology, luminaire delivered lumen and efficacy is subject to change without notice at the discretion of King Luminaire
[4]Equivalence should always be confirmed by performing a photometric layout, due to the variability of performance requirements and application criteria

FIXTURE OPTIONS

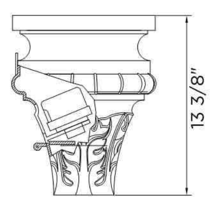
Capital Options



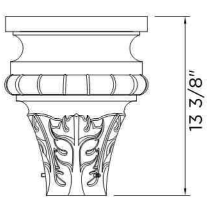
K16



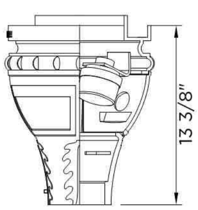
K18



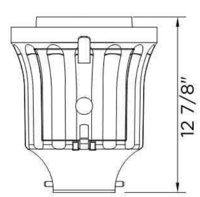
K14 C/W PR



K13

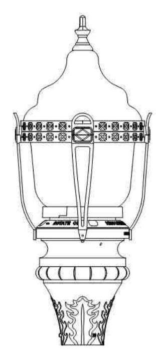


K23 C/W PR

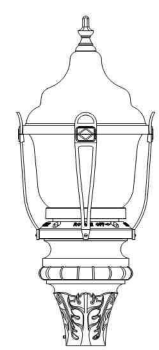


K24 C/W PR

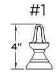
Decorative Options

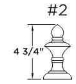

Savannah Ring & Struts

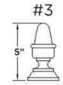

Solid Spun Aluminum Top


Contemporary Ring & Struts

Finial Options

#1


#2


#3


HOW TO ORDER

K445R - [ ] - [ ] - [ ] (SSL) [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ]

LUMINAIRE STYLE
K445R - Sol-Lux™

OPTICAL OPTIONS
T1GR - T1 Optic (Tower Array) Glass Refractor

IES LIGHTING CLASSIFICATION
IV - Type 4
V - Type 5

WATTAGE
40, 60, 75, 100

SOURCE
SSL - Solid State

SERIES
4004 (4 COB, Type IV)
4006 (6 COB, Type V)

LINE VOLTAGE
120V (120-277)
480V (347-480)*

*Select wattages available whithin this range, contact King Luminaire

CAPITAL
K13, K14, K16
K18, K24, K23

*Additional options available on website

OPTIONAL GLOBE HOLDER
GH - Globe Holder

PHOTO CONTROL OPTION
PR7 - 7Pin Photo Receptacle

PR - Photo Receptacle c/w cover and PR. Available with K14, K18, K24 & K23

PE - Photo Receptacle c/w cover, PR and Photo Eye. Available with K14, K18, K24 & K23

PEBC - Photo Electric Buttoncell

CCT
3K - 3000K
4k - 4000K

DECORATIVE OPTIONS
SRS - Savannah Ring & Struts
SST - Solid Spun Aluminum Top
CRS - Contemporary Ring & Struts

CONNECTION
TB - Terminal Block

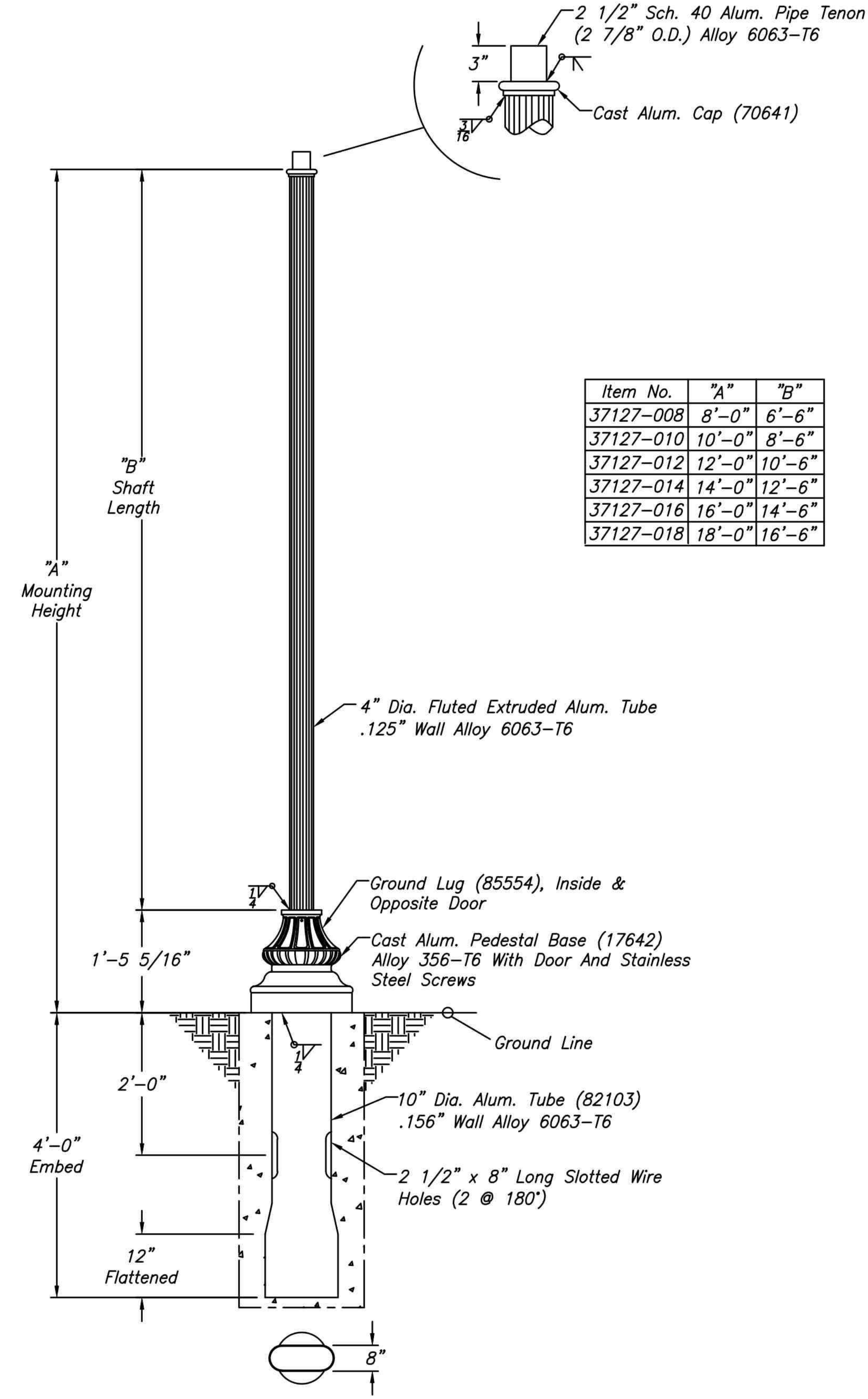
*leave blank if terminal block is not required

PAINT COLOR
GN - Federal Green
BE - Blue
GY - Gray
BN - Brown
BK - Black
BZ - Bronze

*Additional options available on website

FINIAL OPTIONS
#1, #2, #3

*Additional options available on website



Item No.	"A"	"B"
37127-008	8'-0"	6'-6"
37127-010	10'-0"	8'-6"
37127-012	12'-0"	10'-6"
37127-014	14'-0"	12'-6"
37127-016	16'-0"	14'-6"
37127-018	18'-0"	16'-6"

B37127

WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES

NO.	REVISIONS	DATE

hapco
Abingdon, Va.

TITLE ARLEN SERIES LIGHTING POLES

CUSTOMER Georgia Power

SCALE 16 | DATE 01/20/2017

BY TNB | DWG. NO. B37127

CHK'D

Plan View
Scale - 1" = 30ft

Schedule										
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Number Lamps	Filename	Lumens per Lamp	LLF	Wattage
	A	5	King Luminaire	K445-T1GR-V-75(SSL)-4006-SRS	NVLAP LOGO AND LAB ID NUMBER SHALL NOT BE USED BY THE CLIENT TO CLAIM THE PRODUCT CERTIFICATION, APPROVAL, OR ENDORSEMENT BY NVLAP, NIST, OR ANY GOVERNMENT AGENCY. CALIBRATION LAMP #1000-50, NIST TRACEABLE THROUGH ITL REPORT #ITL81862.	1	0445wt1gr5x07540xxs.ies	7347	0.912	75
	B	8	King Luminaire	K445-T1GR(SST)-IV-75(SSL)--4004-4K	NVLAP LOGO AND LAB ID NUMBER SHALL NOT BE USED BY THE CLIENT TO CLAIM THE PRODUCT CERTIFICATION, APPROVAL, OR ENDORSEMENT BY NVLAP, NIST, OR ANY GOVERNMENT AGENCY	1	0445wt1gr4x07540xxs.ies	7865	0.912	75

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.2 fc	3.5 fc	0.3 fc	11.7:1	4.0:1
Calc Zone #2	+	1.2 fc	3.4 fc	0.2 fc	17.0:1	6.0:1

Notes

1. Readings are shown in units of maintained footcandles.
2. Total Light Loss Factor (LLF) = .912 LLF for LED
3. Test Plane = 0' Above grade
4. Fixture Mounting Height = 12' Above grade
5. Fixture Spacing = See Plan view.
6. This photometric layout was calculated using specific criteria. Any deviation from stated parameters will affect actual performance.
7. These lighting calculations are not a substitute for independent engineering analysis of lighting system suitability and safety.

SouthCon

Holly Springs Townhomes

Designer	KF
Date	2/18/2022
Scale	As Shown
Drawing No.	S69221B2
Summary	

City of Holly Springs
Downtown Development Authority
Amended Budget
For the Fiscal Year 2021

Account Number	Description	FY 2021 Budget	FY 2021 Amended Budget
555-0000-361000	Interest Revenue	350	350
555-0000-134000	Prior Year Fund Balance	4,650	26,050
555-0000-392200	Proceeds from Sale of Property	-	-
	TOTAL REVENUES	**$ 5,000**	**$ 26,400**
555-7550-523600	Dues and Fees	500	500
555-7550-523700	Training	250	250
555-7550-531700	Other Expenditures	250	250
555-7550-571000	Stormwater	2,500	2,500
555-7550-572000	Sponsorships	1,500	1,419
555-7550-575000	Loss on Disposition of Capital Asset	-	21,481
555-7550-611000	Transfer to Primary Government	-	-
	TOTAL EXPENDITURES	**$ 5,000**	**$ 26,400**

City of Holly Springs
Downtown Development Authority
Proposed Budget
For the Fiscal Year 2022

Account Number	Description	FY 2021 Amended Budget	FY 2022 Budget	Variance
555-0000-361000	Interest Revenue	350	-	(350)
555-0000-134000	Prior Year Fund Balance	26,050	5,000	(21,050)
555-0000-392200	Proceeds from Sale of Property	-	2,000,000	2,000,000
	TOTAL REVENUES	**$ 26,400**	**$ 2,005,000**	**$ 1,978,600**
555-7550-523600	Dues and Fees	500	500	-
555-7550-523700	Training	250	250	-
555-7550-531700	Other Expenditures	250	250	-
555-7550-571000	Stormwater	2,500	2,500	-
555-7550-572000	Sponsorships	1,419	1,500	(81)
555-7550-575000	Loss on Disposition of Capital Asset	21,481	-	21,481
555-7550-611000	Transfer to Primary Government	-	2,000,000	(2,000,000)
	TOTAL EXPENDITURES	**$ 26,400**	**$ 2,005,000**	**$ (1,978,600)**

AGREEMENT

This Agreement entered into this ____ day of _____________, 2022 by and between the City of Holly Springs, Georgia, a political subdivision of the State of Georgia ("CITY") and The Downtown Development Authority for the City of Holly Springs ("DDA").

WHEREAS, the parties entered into an Agreement dated February 22, 2018 for the joint planning and development of property within the Town Center Project ("Town Center IGA"); and

WHEREAS, the CITY conveyed certain properties to the DDA to be used and developed as part of the Town Center Project and subject to the Town Center IGA; and

WHEREAS, the CITY has conveyed additional property to the DDA, as described in the Quitclaim Deed attached hereto, and the CITY and DDA intend for the property to be used and developed as part of the Town Center Project and subject to the Town Center IGA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Town Center IGA, the parties agree as follows:

1. The property conveyed by the CITY to the DDA as described in the Quitclaim Deed attached hereto shall be used and developed as part of the Town Center Project and subject to the terms of the Town Center IGA.

IN WITNESS WHEREOF, the parties have signed below.

"DDA"	"CITY"
____________________________	____________________________
Chairman	Steven Miller, Mayor
____________________________	____________________________
Attest: Secretary	Attest: City Clerk

Holly Springs Downtown Development Authority
Meeting Minutes
April 20, 2022

Members Present: Chris Adams, Chairman Ollie Evans, Andrea Huisman, and Ryan Smith.

Members Absent: Treasurer Scott Owen, Secretary Guillermo Sanabia, and Councilman Kyle Whitaker.

Staff Present: Communications & External Affairs Director Erin Honea, and Deputy Chief Greg Clyburn.

Ollie Evans called the meeting to order.

Ollie Evans made a motion to amend the agenda to add Oaths of Office. Ryan Smith seconded the motion. Motion carried 4-0.

Communications & External Affairs Director Erin Honea administered the Oath of Office to Chris Adams and Andrea Huisman.

Ollie Evans made a motion to appoint himself as Chairman of the Downtown Development Authority. Chris Adams seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to appoint Scott Owen as Vice Chairman of the Downtown Development Authority. Ryan Smith seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to appoint Ryan Smith as Treasurer of the Downtown Development Authority. Andrea Huisman seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to appoint Guillermo Sanabia as Secretary of the Downtown Development Authority. Ryan Smith seconded the motion. Motion carried 4-0.

Chris Adams made a motion to approve the March 16, 2022 Downtown Development Authority meeting minutes. Ryan Smith seconded the motion. Motion carried 4-0.

Communications & External Affairs Director Erin Honea and DDA members discussed the DDA's membership in the Cherokee County Chamber of Commerce. Members decided to table any decisions until the next meeting.

Andrea Huisman made a motion to adjourn. Ryan Smith seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

____

Ollie Evans, Chairman

Attest:

____
Erin Honea, Communications & External Affairs Director

DRAFT

Main Street Board
Budget To Actual Comparison Report
As of April 30, 2022

Revenues	April 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	7,959	52,376	51,179	97.71%
Alcohol Beverage Licenses	-	25,000	2,000	8.00%
Alcohol Pouring Permits	650	5,000	1,975	39.50%
Donations From Private Sources	10	20,000	10	0.05%
Miscellaneous/Registrations/Booth Fees	1,604	5,000	4,679	93.58%
Rents and Royalties	1,110	5,000	2,070	41.40%
Interest Revenue	1,773	50	3,540	7080.98%
TOTAL REVENUES	**$ 13,106**	**$ 112,426**	**$ 65,454**	**58.22%**

Expenditures	April 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Salaries & Wages	8,139	53,360	16,253	30.46%
Employee Benefits - Medical	2,758	19,729	4,888	24.78%
Employee Benefits- Dental	171	1,120	342	30.50%
Employee Benefits-Add Life	28	147	65	44.33%
Employee Benefits-Disability	106	598	265	44.23%
FICA	479	3,370	957	28.39%
Medicare	112	788	224	28.39%
Employee Benefits-Retirement	393	5,502	1,573	28.58%
Unemployment	-	27	32	119.59%
Workers Comp Insurance	-	235	204	86.68%
Communications	66	600	66	11.07%
Travel	-	700	-	0.00%
Dues and Fees	-	1,000	747	74.68%
Education and Training	-	1,700	-	0.00%
Contract Labor	-	6,000	-	0.00%
Supplies-Special Events	-	16,000	-	0.00%
Small Equipment	-	250	74	29.68%
Software	-	1,300	-	0.00%
TOTAL EXPENDITURES	**$ 12,253**	**$ 112,426**	**$ 25,689**	**22.85%**