City of Holly Springs

Date: Wednesday, April 20, 2022
Location: 3235 Holly Springs Parkway

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

I. CALL TO ORDER

II. ELECTION OF OFFICERS

- Chairman
- Vice Chairman
- Treasurer
- Secretary

III. BUSINESS

A. Discuss and approve/deny the Second Amendment to the 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 signature of the Chairman
Presented By: Erin Honea, Communications & External Affairs Director

B. Discuss and approve/deny a Residential Gas Extension Contract between Atlanta Gas Light and the Downtown Development Authority of Holly Springs
Presented By: Erin Honea, Communications & External Affairs Director

C. Discuss and approve/deny Amendment Number 1 to the Holly Springs Town Center Parking Deck proposal from Kimley-Horn and give the City Manager authorization to approve tasks as needed
Presented By: Erin Honea, Communications & External Affairs Director

D. Approve/deny March 16, 2022 meeting minutes

IV. REPORTS/DISCUSSION

E. Cherokee County Chamber of Commerce membership

V. ADJOURNMENT

SECOND AMENDMENT TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS SECOND AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (this "Second Amendment") is made and entered into this 30th day of March, 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 (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;

WHEREAS, the parties amended the Agreement by that certain First Amendment to Agreement for Sale and Purchase of Real Property dated February 16, 2022, extending the Contingency Deadline until Monday, April 11, 2022, at 5:00 p.m.;

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

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 Second 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 Second 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 Thursday, June 30, 2022, at 5:00 p.m.

5. Counterparts. The parties agree to accept this Second Amendment as fully executed upon receipt of counterpart signatures via facsimile or electronic mail. This Second 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 Second 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 Second Amendment shall be null and void. Further, any termination or expiration of the Contingency Deadline prior to the date of this Second Amendment shall be null and void.

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

SELLER:

DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS	By: ________________ Name: ________________ Title: ________________
	Attest: ________________ Name: ________________ Title: ________________

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: ________________

Southern Company Gas

RESIDENTIAL GAS EXTENSION CONTRACT

#816.01

811 no. **(BCA NO)** 283170

STATE OF	GEORGIA	**AFE NO.**	192356
COUNTY OF	CHEROKEE	**APPLICANT**	CITY OF HOLLY SPRINGS DOWNTOWN DEV AUTH
DATE	Mar 7, 2022	**SITE LOCATION**	240 Hickory RD Holly Springs, GA 30115
		SUBDIVISION	none
		APPLICANT ADDRESS	240 Hickory RD Holly Springs, GA 30115

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and CITY OF HOLLY SPRINGS DOWNTOWN DEV AUTH hereinafter called Applicant, witnesseth :

WHEREAS, Applicant owns, certain property in Land Lot No. (none) of the District of CHEROKEE County, Georgia, being 240 Hickory RD in the City or Town of Holly Springs and has made application for gas to be supplied by Company in the City or Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Rule 7 of Company's Rules and Regulations attached hereto, and made a part hereof. The Company will install gas facilities, substantially as configured in Attachment A, to serve the total equipment load indicated in Schedule A at a delivery pressure of 7" WC; The standard meter location is approximately three to five feet from the front building wall generally opposite the driveway. Any deviation from this location must be approved in writing by the Company, in its sole discretion and will only be considered by the Company in the event of site constraints. Any such approved deviation in or changes to the Company's standard meter facilities or to their standard configuration or location requested by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current cost

(2) Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period of 3 years, those Customer Gas Appliances with the number of dwellings indicated in Schedule A hereof, on which Company has relied in computing the allowable investment for facilities allowed free to Applicant and the advance, if any, to be paid by Applicant to Company. If the Applicant is a developer or builder, the Applicant will install all of the Customer Gas Appliances with the number of dwellings indicated in Schedule A within three years of completion of the total project or shall pay the Company accordingly.

(3) A survey will be made by the Company within one year after service is commenced to a Customer at a particular residential unit and in any event within three years after the date of completion of the main extension to determine the appliances or equipment in use at the development or premises of the Applicant served by the extension.

(4) If, based upon the appliances or equipment found in survey to be in use, there is a lesser allowance than that originally granted and advance is required in addition to any prior advance by the Applicant, such additional advance shall be paid by the Applicant.

(5) Refunds of payments will be made in accordance with Rule 7 B (4) (c). Refunds will be made for gas appliances and equipment installed by any additional customer connecting to an extension requiring a payment, provided such excess allowable investment applied to the refund is above what is necessary to cover the cost of the equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five(5) years or the period contracted for from the date the Company is first ready to render service from the extension. No refund will be given if a new main extension is required to serve these new customers.

(6) No assignment of this Agreement by Applicant shall be effective unless prior written approval shall have been granted by Company.

(7) Two or more parties may make a joint advance on the same gas extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members if the group shall be apportioned among them in such manner as they shall mutually agree upon.

(8) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer,

(a) to extend the gas main or connect additional gas mains to any part of it, and
(b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.

(9) This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the Georgia Public Service Commission, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulations, as they now exist, shall not be constructed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if:
(a). either party fails to execute the contract within 45 days of the day and year above;
(b). Applicant fails to make any contribution hereunder within 45 days of the date of full execution of this Agreement; or
(c). Applicant fails to produce the Company with a written Notice to Proceed, as described in Paragraph 11 below, or such Notice to Proceed as provided by Applicant is for a date that is more than 45 days from the date of the full execution of this Agreement.

(10) Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement.

(11) Applicant agrees to provide the Company with notice in writing of the date upon which Applicant desires the Company to proceed with the gas main extension covered by this Agreement ("Notice to Proceed"). In no event shall the Notice to Proceed be for a date that is more than 150 days from the date of the full execution of this Agreement. Applicant agrees that the Company will proceed with the gas main extension hereunder in accordance with a schedule of work determined by the Company in its sole discretion and that the Company has no obligation whatsoever to begin such work on any date provided by the Applicant, including the date in any Notice to Proceed.

SCHEDULE A	
A. Estimated Cost to Serve	$133,352.85
B. Contribution Required By Applicant	$0.00
C. Total Required by Applicant	$0.00
D. Contribution Eligible for Refund	$0.00

Appliance Use:	# of Dwellings
COOKING	30
GAS LOGS	30
CENTRAL HEAT	30
CENTRAL HEAT	35
COOKING	35
GAS LOGS	35

IN WITNESS WHEREOF, the parties hereto set their hands on and affixed their seals.

APPLICANT **CITY OF HOLLY SPRINGS DOWNTOWN DEV AUTH**

BY ____________________

TITLE __________ Date __________ Witness __________

ATLANTA GAS LIGHT COMPANY

BY ____________________

TITLE __________ Date __________ Witness __________

ATLANTA GAS LIGHT COMPANY
RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 7

Service Lines and Mains necessary to furnish permanent service to Applicants for Residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A General

The Company will construct, own, operate and maintain gas Mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its Main to the curb or right-of-way line of a public street, highway, road or alley upon which the residential structure to be served faces and abuts. Where a master metering arrangement is employed, the Service Line shall consist of all piping and appurtenances between Company's Main and the inlet side of each regulator or meter of the Company but shall not extend beyond the exterior wall of the structure receiving gas. Main and Service Lines will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main and/or Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment Beyond the First 125 Feet of Main and Service Line

(a). The Allowable Investment beyond the first feet in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b). The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c). The Allowable Investment in Main and Service Line shall be based on system-wide average costs for Mains and Service Lines, as filed by the Company with the Commission from time to time.

(d). The Applicant's Estimate Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.

2. Contribution by Applicant

In the event that the Allowable Investment is not sufficient to cover the cost of the Main and Service Line Required in the extension, the Applicant shall pay the excess costs.

3. Length and Location

(a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the curb to the first reasonably acceptable meter location as determined by the Company.

(c) The Company reserves the right to designate the locations and specifications for the main taps, Service Lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant, regardless of whether the length of Service Line laid as requested by Applicant comes within the Allowable Investment provided in this rule.

4. Extensions Beyond the First 125 Feet of Main and Service Line

(a) Payment Provisions

The Applicant shall pay to the Company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) A survey will be made by the Company within one year after service is commenced pursuant to the application and in any event within three years after the date of completion of the Main and Service Line extension to determine the Dedicated Design Day Capacity of the premises served by the extension.

(ii) If, based on the Dedicated Design Day Capacity calculation, there is a lesser Allowable Investment than that originally granted and a payment is required in addition to any prior payment by the Applicant, such additional payment shall be paid by the Applicant.

(iii) The Company may grant a reasonable extension of time for the Applicant to install the appliances or equipment necessary to meet the estimated Dedicated Design Day Capacity, provided that the failure to meet the estimated Dedicated Design Day Capacity was due to reasons beyond the control of the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) Calculations of Refunds

First, the original Applicants made a payment to the Company for the original Main to establish service.
Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.
Third, the calculation of the original Applicants refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish service to the additional Customer.

(ii) The Service Line for each additional Customer shall be directly connected to the Main extension and no further extension of Main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment generated.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

(vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement for Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any Customer who made an advance for the installation of the Main already laid or for the Main provided for under such existing agreement.

(vii) Refunds will be made for the funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating Equipment.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including Metering and Regulating Equipment, is for the convenience of the Applicant or the Customer, such relocation, shall be performed by the Company at the expense of the Applicant or the Customer.

C Limitations

1. The first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment shall not be made by the Company for Auxiliary or Incidental Uses of Gas.

2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

D. Special Conditions

1. Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to use for a period of five years, the amount of gas determined for the Dedicated Design Day Capacity on which the Company's Allowable Investment is based.

Such contract will also provide that if the Applicant fails to take service or fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's Residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual appliances and equipment installed and utilized. If the Applicant is a developer or builder, the Applicant will install all the appliances or equipment on which the extension was based within three years of completion of the total project or shall pay the Company accordingly.

In the event that extraordinary circumstances require some departure from the strict compliance of the terms and conditions, then the terms of the contract shall prevail.

2. Periodic Review

The Company will as soon as possible after the close of each of its fiscal years review its costs of construction of Mains, Services Lines, and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations, which in the Company's opinion are of a questionable permanence, will not be made under this Rule. Such extensions shall be made in accordance with the Rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. The Company reserves the right, at its sole option, to refuse line extensions from any of its lines operating at a pressure in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

(a) To extend the gas Main or Connect additional gas Mains to any part of it.

(b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears to create a hardship to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 7.

At the end of its review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance with Rule 7. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.

For Office Use Only

NOTICE OF INTENT
VERSION 2008

State of Georgia
Department of Natural Resources
Environmental Protection Division

For Coverage Under the 2008 Re-Issuance of the NPDES General Permits No. GAR100003 To Discharge Storm Water Associated With Construction Activity for Common Developments

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one):

Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)

Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)

Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770

Address: 10 Peachtree Place City: Atlanta State: GA ZipCode: 30309

Utility Sub-Contractor's Name(Optional): Phone:

Address: City: State: ZipCode:

Facility Construction Site Contact: Brian Leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: Commercial Industrial Municipal Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

HBB I certify that I will adhere to the Primary Permitee's Erosion, Sedimentation and Pollutant Control Plan(Plan) or the portion of the Plan applicable to my construction activities.

HBB I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: PRESIDENT

Signature: H Bryan Batson Date 02/01/2013

Kimley»Horn

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number **01** dated March 31, 2022 to the agreement between City of Holly Springs ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated January 7, 2019 ("the Agreement") concerning the Holly Springs Town Center Parking Deck (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The scope of services and fees included in Amendment 01 are in addition to the scope of services and fees specified in the original agreement dated January 7, 2019.

SCOPE OF SERVICES

Consultant will perform the following services:

Task 11 – Parking Deck Re-Design.

The parking deck and its access points will be shifted. As a result, the Kimley-Horn team will revise the parking deck structural design, mechanical, electrical, plumbing, and fire protection design as described below.

11.1. Perform a revised code review to account for the smaller square footage and for the recently adopted International Building Code, 2018 e., with 2022 Georgia Amendments. The Architect of Record (under separate contract with the Client) is responsible for determining impacts to the life safety plan, including egress paths, travel distances, elevator requirements, and other architectural components of the parking deck.

11.2. The shift in entrances and parking deck location will change the parking deck column grid, framing, and foundation locations in that portion of the parking deck. Kimley-Horn will revise the foundation design and details for the column grid shifts necessary to accommodate the shifted access points. It is our understanding GeoPier will perform the aggregate pier soil improvement design under separate contract with the Client. Kimley-Horn assumes GeoPier will confirm the allowable bearing pressure and maximum settlement design values specified on our Construction Documents.

11.3. Calculate new open area requirements to comply with the current building code.

11.4. Re-design the parking striping and signage in the parking deck to accommodate shift in access points.

11.5. Coordinate re-design with revised site plan and civil design.

11.6. Re-design the lighting, electrical, fire protection, plumbing and HVAC for the shift in parking deck footprint and change in vehicular access point locations.

11.7. Re-design the drainage slopes for positive drainage shifted parking deck footprint and identify if there is impact to the current design's area drain locations, for slab-on-grade level (P1) and elevated levels.

11.8. Re-design retaining walls within the footprint of the parking deck, where required.

11.9. It is our understanding the architect of record is under separate contract with the Client. Kimley-Horn will coordinate with the architect as they revise and finalize their architectural design, including drawings and technical specifications.

Deliverables

11.1. Revise structural, traffic striping and signage, mechanical, electrical, plumbing, and fire protection drawings and specifications. The Architect of Record (under separate contract with the Client) is responsible for development of specifications related to architectural elements.

11.2. Revise and resubmit the precast package for bid by Precasters.

11.3. Revise and resubmit technical specifications for the parking deck related to the structural, mechanical, electrical, plumbing, and fire protection scope specified above.

Task 12 – Bid Phase Support

12.1. Support the Client during the bid phase by:

a. Respond to requests for information ("RFI") and contractor/subcontractor questions from the Client.

b. Make necessary corrections to original drawings through bulletin drawings for inclusion into addenda. Issue addenda as required.

12.2. Assist the Client with identifying value engineering items to reduce construction cost, if necessary. If significant re-design is required, this can be provided as an additional service.

12.3. Coordinate with Client to submit building plans for City review. Respond and address comments as needed (we are assuming up to 2 rounds of comments may be required for approval).

Task 13 – Additional Construction Phase Services.

13.1. Due to the limited experience of the architect with parking deck design and construction, Kimley-Horn anticipates fielding additional coordination questions and design questions. It is assumed the Architect will review technical RFIs and construction submittals related to architectural design components, but Kimley-Horn will assist in identifying which RFIs and submittals should be addressed by the Architect.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

1. Architectural design or preparation of architectural drawings and/or specifications. The architect is responsible for the following design elements: elevator(s), stair layouts, metal railings, hollow metal doors and frames, fire extinguishers, cabinets, & accessories, architectural façade components such as brick masonry, and all other architectural design components of the parking deck.
2. Permit, application, or impact fees.
3. Civil Engineering and Landscape Architecture design.
4. Wayfinding consulting for site.
5. Traffic Engineering, traffic counts or traffic capacity analyses, and Transportation Demand Management.
6. Parking demand study and/or shared parking study.
7. Prime consulting or managing of the architectural submittals, RFIs, etc. Kimley-Horn will review any structural, mechanical, electrical, plumbing, and plumbing related submittals or RFIs for the parking deck, as provided by the General Contractor and/or Construction Manager. It is assumed the General Contractor and/or Construction Manager will review all submittals and RFIs for determination as to which discipline should review each submittal.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attending additional meetings, presentations, and/or conference calls.
2. Changes to the parking deck footprint, changes to the number of levels, or changes to other elements of the parking deck.
3. Site circulation evaluation for design of drop off areas, valet queuing areas.
4. Prepare an Opinion of Probable Cost.
5. Parking deck precast camber and drainage slope design.
6. Provide detailed input to Contractor for Traffic Control Plans and Staging during construction.
7. Warranty follow-up services.

8. Any delays to the project schedule beyond 30 days shall be considered a significant delay to the scope of the project and constitute an increase to the scope and the fee.

SCHEDULE

This tasks described in the Scope of Services above will be performed within the parking deck design schedule as prepared by Kimley-Horn and agreed to with the team. It is anticipated the design of the parking deck will follow the following schedule. Our services shall begin as soon as two (2) weeks after Notice To Proceed and a fully executed contract.

Re-Design prior to Precaster RFP (or Design-Assist)	2 months
Precaster provides final foundation loads (Provided to Design Team prior to beginning CD Phase)	1 month
Construction Documents Phase	1.5 months
Contractor Bid Phase / Construction Phase	11 months

FEES AND EXPENSES

Kimley-Horn will perform the services described in Task 11 and Task 12 for the total lump sum labor fees provided in ***Table A*** below. Kimley-Horn will perform the services described in Task 13 on an hourly labor fee plus expense basis for the budgetary fees specified in Table A below.

Table A: Kimley-Horn Fees – Amendment 01 Consulting Services

Labor Fee Summary		
Task	**Fee Type**	**Budgetary Labor Fee**
Task 11 – Parking Deck Re-Design.	*Lump Sum*	$40,000
Task 13 – Bid Phase Support	*Lump Sum*	$5,900
Task 13 – Additional Construction Phase Services.	*Hourly*	$15,000
TOTAL Labor Fee		***$60,900***

Additional Estimated Expenses (including allocation) $2,800

CLIENT:

City of Holly Springs

By: ______________________

Title: ______________________

Date: ______________________

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: ______________________

Title: Vice President

Date: 2022-03-31

Holly Springs Downtown Development Authority
Meeting Minutes
March 16, 2022

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

Members Absent: Treasurer Scott Owen.

Staff Present: City Manager Robert H. Logan, Economic Development Director/Assistant City Clerk Erin Honea, and Captain Greg Clyburn.

Ollie Evans called the meeting to order.

Kyle Whitaker made a motion to approve a Lighting Services Agreement for 155 Hickory Road, Holly Springs, Georgia between Georgia Power and the Downtown Development Authority of Holly Springs. Ryan Smith seconded the motion. Motion carried 4-0.

Ryan Smith made a motion to approve a recommendation to City Council to appoint Chris Amos Adams to the Downtown Development Authority/Urban Redevelopment Agency. Guillermo Sanabia seconded motion. Motion carried 4-0.

Guillermo Sanabia made a motion to approve a recommendation to City Council to appoint Andrea Huisman to the Downtown Development Authority/Urban Redevelopment Agency. Ryan Smith seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to approve February 16, 2022 Downtown Development Authority meeting minutes. Ryan Smith seconded the motion. Motion carried 4-0.

Kyle Whitaker made a motion to adjourn. Guillermo Sanabia seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

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Ollie Evans, Chairman

Attest:

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Erin Honea, Economic Development Director/Assistant City Clerk