



City of Holly Springs

Date: Wednesday, February 26, 2020
Location: 3235 Holly Springs Parkway

Downtown Development Authority Meeting Agenda 6:30 p.m.

- I. CALL TO ORDER
- II. ROLL CALL – Joe Brywczynski, Tim Downing, Ollie Evans, Jimmy Long, Phyllis Long, Kevin Moore, Kyle Whitaker
- III. SPECIAL PRESENTATION
 - Holly Springs Town Center Creative & Strategy Brief by Clementine Creative
- IV. TREASURER’S REPORT
- V. NEW BUSINESS
 1. Approve/deny the December 18, 2019 meeting minutes
 2. Approve/deny Proposal No. P19120 (Revised) for preliminary subsurface exploration and geotechnical engineering evaluation for the Town Center Parking Deck among Oasis Consulting Services, Holly Springs Downtown Development Authority, and the City of Holly Springs
Presented By: Erin Honea, Main Street Director/Assistant City Clerk
 3. Approve/deny a donation request for sponsorship of 2020 City of Holly Springs special events
Presented By: Erin Honea, Main Street Director/Assistant City Clerk
- VI. REPORTS
- VII. ADJOURNMENT



**Downtown Development Authority
As of December 30, 2019**

Revenues	December 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,900	-	0.00%
Interest Revenue	-	100	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	290	58.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	19	7.50%
Stormwater Fees	3,950	2,500	3,950	157.99%
Sponsorships	-	1,500	1,500	100.00%
TOTAL EXPENDITURES	\$ 3,950	\$ 5,000	\$ 5,758	115.17%

Holly Springs Downtown Development Authority

Treasurer's Report

December 2019

Opening Balance: \$ 87,789.58

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
12/17/2019	1406	City of Holly Springs	\$ (3,949.69)	2019 Stormwater Fee

Total \$ (3,949.69)

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 83,839.89

Plus Certificate of Deposit \$ 35,864.00

Total Funds \$ 119,703.89



**Downtown Development Authority
As of January 31, 2020**

Revenues	January 2020 Transactions	2020 Annual Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,900	-	0.00%
Interest Revenue	-	100	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	-	0.00%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ -	0.00%

Holly Springs Downtown Development Authority

Treasurer's Report

January 2020

Opening Balance: \$ 83,839.89

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 83,839.89

Plus Certificate of Deposit \$ 35,864.00

Total Funds \$ 119,703.89

Holly Springs Downtown Development Authority
Meeting Minutes
December 18, 2019

Members Present: Treasurer Sonia Carruthers, Vice Chairman Chris DeLuca, Secretary Jimmy Long, Phyllis Long, Chairman Kevin Moore, and Councilman Kyle Whitaker.

Members Absent: Tim Downing.

Staff Present: City Manager Robert H. Logan, Alicia Argo from the City Attorney's Office, Deputy Chief Tommy Keheley, Assistant City Clerk Erin Honea.

Chairman Moore called the meeting to order at approximately 6:30 p.m.

Roll Call – Tim Downing absent.

Treasurer's Report

Treasurer Carruthers presented the Treasurer's Report for November 2019.

Vice Chairman DeLuca made a motion to approve the November financial report. Phyllis Long seconded the motion. Motion carried 6-0.

New Business

Vice Chairman DeLuca made a motion to approve the Second Amendment to Development and Management Agreement among Stonecrest Homes GA, LLC, Holly Springs Downtown Development Authority, and the City of Holly Springs. Councilman Whitaker seconded the motion. Motion carried 6-0.

Treasurer Carruthers made a motion to approve the November 13, 2019 meeting minutes. Phyllis Long seconded the motion. Motion carried 6-0.

City Manager Robert H. Logan discussed the ground lease agreement between Holly Springs Active Adult Partners, LLC and the Holly Springs Development Authority.

Councilman Whitaker made a motion to amend the agenda to hear discussion regarding a parking study by Southeastern Engineering, Inc. Treasurer Carruthers seconded the motion. Motion carried 6-0.

Charles Heiser presented a parking study completed by Southeastern Engineering, Inc.

Chairman Moore made a motion to adjourn. Councilman Whitaker seconded the motion. Motion carried 6-0.

Meeting adjourned.

Respectfully Submitted.

Kevin Moore, Chairman

Date

Attest:

Erin Honea, Assistant City Clerk

DRAFT



January 27, 2020

City of Holly Springs

3237 Holly Springs Parkway
Holly Springs, Georgia 30115

**Subject: Proposal for Preliminary Subsurface Exploration and
Geotechnical Engineering Evaluation**
Holly Springs Town Center Parking Deck
Holly Springs, Cherokee County, Georgia
Oasis Proposal No. P19120 (Revised)

To Whom it May Concern:

Oasis Consulting Services (Oasis) sincerely appreciates the opportunity to provide this proposal for a Preliminary Subsurface Exploration and Geotechnical Engineering Evaluation for the proposed Town Center Parking Deck in Holly Springs, Georgia. Our understanding of the project requirements comes from a review of the Memorandum and schematic designs by Kimley-Horn, our expertise in the field of subsurface exploration and geotechnical engineering evaluation, and our experience and involvement with similar projects. Our commitment to provide quality service makes us an excellent choice to assist you with this project. The following will present our understanding of the project, a scope of services, and the cost for those services.

PROJECT INFORMATION

We understand that you are planning to construct a new Parking Deck on the north side of the Holly Springs Town Center property in Holly Springs, Georgia. We understand the proposed development appears to consist of an at-grade level plus 3 elevated levels. We anticipate the building to consist of cast in place concrete columns, masonry walls and precast concrete elevated slabs. Based on the provided plans, we understand the structure to have a footprint of approximately 28,500 ft². We also understand that the structure has been designed to accommodate future vertical expansion of three additional levels above the base design, for a total of 7 levels of parking.

Based on the site circulation concept plan the building pad is near proposed grade and therefore we expect minimal cuts and fills of 6 feet or less. It is anticipated that maximum column loads to be 1200 kips and wall loads up to 40 kips per linear foot. No other details concerning the project were available at the time this proposal was prepared.

SCOPE OF WORK

Our scope of services includes performing the requested preliminary subsurface exploration and geotechnical evaluation for the site. At the request of Mr. David Edwards, we have also provided a scope of work for a limited subsurface exploration in order to provide the seismic site classification and preliminary foundation support.

Option 1: Limited Subsurface Exploration (Seismic Site Class and Preliminary Foundation Support)

The limited subsurface exploration consists of performing two (2) soil test borings within the footprint of the parking deck footprint to a depth of 75 feet below the existing ground surface. The soil test borings will be advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance testing will be performed and soil samples recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soil's ability to support loads. At the completion of the drilling, we will backfill the bore holes with the soil cuttings.

This option will provide limited information that will be used to calculate the seismic site classification. We will also be able to provide preliminary foundation information concerning the potential for the type of foundation system that may be necessary.

Option 2: Preliminary Subsurface Exploration

The Preliminary Subsurface Exploration consists of performing the requested ten (10) soil test borings within the proposed parking deck footprint. We plan to extend the soil test borings to auger refusal. Dependent upon the subsurface conditions encountered and depth of auger refusal, we have provided two scenarios which will provide the geotechnical information identified in the provided Kimley-Horn Memorandum dated July 17, 2019 (Revised August 7, 2019). These two scenarios are outlined below.

Deep Rock

We have budgeted to extend the borings to a depth of 75 feet below the existing ground surface. This results in a total soil test boring footage of 750 feet. The soil test borings will be advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance testing will be performed and soil samples recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soil's ability to support loads. At the completion of the drilling, we will backfill the bore holes with the soil cuttings.

Shallow Rock

We have budgeted to extend the borings to a depth of 35 feet below the existing ground surface. This results in a total soil test boring footage of 350 feet. We propose to core 10 feet of rock in boreholes in order to determine the quality and continuity of the rock. We will initially advance the bore hole through the soil layer until auger refusal is encountered. At that point we insert steel casing into the hole to keep the hole from caving. Then, we use a coring bit to cut through the rock and retrieve a sample of the rock for evaluation. The rock core will be evaluated by our engineer and the percent recovery and rock quality designation will be determined. We anticipate that we will need to haul water from a nearby fire hydrant to provide water for our coring operations. **We will need for you to provide someone to coordinate access to a nearby fire hydrant prior to starting the work and obtain any permitting that may be required.**

For the purpose of this proposal and considering that anticipated structural loads are relatively moderate, we plan on using the results of the Standard Penetration Tests (SPT) to provide recommendations for allowable bearing pressures and have not planned any laboratory testing, such as one-dimensional consolidation tests. These assumptions seem reasonable considering the nature of the proposed construction.

Following completion of the fieldwork, Oasis Consulting Services will issue a report, which will describe our understanding of the proposed construction, methods of exploration employed, site and subsurface conditions encountered, and conclusions and recommendations regarding the geotechnical aspects of the project. The conclusions and recommendations will include, but not be limited to, the following:

- Site Preparation
- Potential for Difficult Excavation
- Compaction Requirements
- Suitability of On-Site Soils for Reuse as Fill
- Foundation Design
- Lateral Earth Pressure Recommendations
- Groundwater Recommendations
- Seismic Site Classification
- Other Geotechnical Aspects of the Proposed Construction

Based on our initial site visit, we understand the proposed parking deck footprint is staked out and is accessible to our drill rig equipment. We observed several piles of crushed concrete and asphalt and therefore plan to adjust our boring locations accordingly.

Oasis will contact Georgia Utilities Protection Center to mark any public utilities in the proposed drilling areas. Oasis cannot be responsible for damage to utilities that are not properly located. If utilities have not been identified and cannot be provided, we will contact a private utility locator to locate utilities at each boring location. This private utility locate has been included in the Cost Estimate as a separate line item.

ESTIMATE OF COST

Based on the Scope of Work presented, the total lump sum cost for the Limited Subsurface Exploration or Preliminary Subsurface Exploration is presented in the following detailed breakdowns. The Preliminary Subsurface Exploration budget is broken down into two possible scenarios where shallow rock or deep rock is encountered.

Option 1: Limited Subsurface Exploration

Site Reconnaissance and Boring Layout:	Initial	Date	\$ 500.00
Mobilization of Drill Rig:			\$ 550.00
Soil Test Borings (150 feet @ \$12.00/ft):			\$1,800.00
Laboratory Testing Including Sieve Analysis, Atterberg Limits, and Moisture Contents			\$ 200.00
Geotechnical Evaluation Report Preparation:			<u>\$2,200.00</u>
		Total	\$5,250.00

Option 2: Preliminary Subsurface Exploration

(Deep Rock)

Site Reconnaissance and Boring Layout:	\$ 600.00
Mobilization of Drill Rig:	\$ 550.00
Soil Test Borings (750 feet @ \$12.00/ft):	\$9,000.00
Laboratory Testing Including Sieve Analysis, Atterberg Limits, and Moisture Contents	\$ 500.00
Geotechnical Evaluation Report Preparation:	<u>\$2,800.00</u>
Total	\$13,450.00

(Shallow Rock)

Site Reconnaissance and Boring Layout:	\$ 600.00
Mobilization of Drill Rig:	\$ 550.00
Soil Test Borings (350 feet @ \$12.00/ft):	\$4,200.00
Casing for Rock Coring (350 feet @ \$9.00/ft):	\$3,150.00
Rock Coring (100 feet @ \$57.00/ft):	\$5,700.00
Rock Coring Setup (10 setups @ \$180.00/each):	\$1,800.00
Water Truck, Pumps, Hose Usage (2 days @ \$125.00/day)	\$ 250.00
Crew Time Hauling Water (estimated 7 hours @ \$180.00/hr)	\$1,260.00
Laboratory Testing Including Sieve Analysis, Atterberg Limits, and Moisture Contents	\$ 500.00
Geotechnical Evaluation Report Preparation:	<u>\$3,000.00</u>
Total	\$21,010.00

*** Additional Line Item**

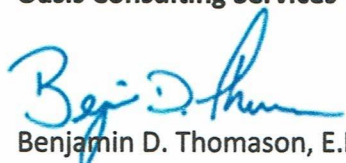
Private Utility Locate (10 locations):	\$ 800.00
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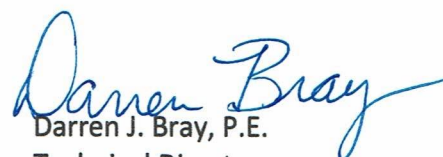
CLOSURE

Oasis Consulting Services sincerely appreciates the opportunity to provide this proposal. If your review of this proposal is acceptable, please execute and return one copy of the attached Agreement for Services. The Agreement, and Terms and Conditions attached, will serve as our contract. Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned.

Sincerely,

Oasis Consulting Services


Benjamin D. Thomason, E.I.T.
Project Engineer


Darren J. Bray, P.E.
Technical Director

GEOTECHNICAL DESIGN AND ENVIRONMENTAL SERVICES

Unit Rate Schedule

PROJECT NAME: Holly Springs Town Center Parking Deck

LOCATION: Holly Springs, Georgia

DATE: January 27, 2020

PROPOSAL NUMBER: P19120 (Revised)

<u>ACTIVITY</u>	<u>UNIT RATE</u>
I. ENGINEERING CONSULTING SERVICES	
A. Principal, per hour	\$ 165.00
B. Senior Registered Engineer, per hour	\$ 150.00
C. Registered Engineer, per hour	\$ 125.00
D. Staff Engineer, per hour	\$ 90.00
E. CAD Manager, per hour.....	\$ 85.00
F. Cad Draftsperson, per hour.....	\$ 70.00
G. Word Processor, per hour	\$ 50.00
H. Transportation, per mile	\$ 0.60
I. Per Diem, per day	actual cost plus 20%
J. Other Expenses.....	actual cost plus 20%
II. FIELD DRILLING SERVICES	
A. Mobilization and Demobilization of All Terrain Drill Rig.....	\$ 550.00
B. Geo Probe Direct Push Rig, per day	\$2,500.00
C. Soil Test Borings (N<50, D<50 ft), per foot	\$ 12.00
D. Soil Test Borings (N>50, D>50 ft), per foot	\$ 14.00
E. Auger Borings, per foot	\$ 9.00
F. Rock Coring, per foot.....	\$ 57.00
G. Casing for Rock Coring, per foot.....	\$ 9.00
H. Rock Coring Set-up, each.....	\$ 180.00
I. Undisturbed Samples, each attempt.....	\$ 85.00
J. Obtain Bulk Samples, each	\$ 50.00
K. Drill Crew Time, for difficult moving, stand-by, etc., per hour	\$ 180.00
L. Drill Crew Per Diem, per day	\$ 180.00
M. Asphalt Patching, per location	\$ 30.00
N. Grouting of Bore Holes, per foot	\$ 9.00
O. Two Inch Diameter Temporary Wells, per foot	\$ 28.00
P. Expenses	actual cost plus 20%

III. GEOTECHNICAL LABORATORY TESTING

A. Permeability Tests, each (undisturbed sample)	\$ 400.00
B. Atterberg Limit Tests, each	\$ 85.00
C. Grain Size Analysis, each	\$ 85.00
D. One Dimensional Consolidation Test, each (undisturbed sample)	\$ 400.00
E. Standard Proctor Compaction Test, each	\$ 125.00
F. Unit Weight, each	\$ 60.00
G. Moisture Content, each	\$ 12.00
H. Remolding Samples for Permeability or Consolidation Tests	\$ 75.00
I. Remolding Samples for Permeability or Consolidation Tests	\$ 75.00
J. Tri-axial Shear Test, consolidated, undrained with Pore pressure	\$1,100.00

IV. LABORATORY ANALYSES*

A. VOCs (8260), each	\$ 140.00
B. BTEX (8021), each	\$ 65.00
C. PAH (8270), each	\$ 100.00
D. TPH-GRO (8260), each	\$ 65.00
E. TPH-DRO (8260), each	\$ 65.00
F. ASBESTOS, each	\$ 25.00
G. LEAD IN SOIL, each	\$ 25.00
H. RCRA Metals, each	\$ 140.00
I. Oil & Grease, each	\$ 75.00
J. Semi-Volatile Organics	\$ 250.00
K. Laboratory Consumables	cost plus 20%

** Standard turnaround time for Laboratory Analysis.*

Expedited turnaround will be an additional cost.

V. CONSUMABLE ITEMS & EQUIPMENT USAGE

A. Interface Probe, per day	\$ 100.00
B. Water Level Meter, per day	\$ 50.00
C. Photoionization Detector (PID), per day	\$ 150.00
D. Hand Auger, per day	\$ 25.00
E. Survey Equipment, per day	\$ 100.00
F. Two-way Radio Set, per day	\$ 35.00
G. Disposable Bailers, each	\$ 15.00
H. Other Equipment & Supplies	cost plus 20%



PROJECT SERVICES AGREEMENT

This **PROJECT SERVICES AGREEMENT (PSA)** is between _____ (Client) including its subsidiaries and affiliates and Oasis Consulting Services (Consultant) for services to be provided on the project(s) referenced immediately below and/or described in the individual proposals or task orders whose sections are incorporated into this PSA.

Project: Holly Springs Town Center Parking Deck
Holly Springs GA

Proposal Number: P19120 (Revised)

Dated: January 27, 2020

Scope of Services: Report of Preliminary Subsurface Exploration and Geotechnical Engineering Evaluation as defined in Scope of Services in the listed proposal.

☐

Please check and initial the box if this PSA will serve as a Master Services Agreement for multiple projects.
The agreement will automatically renew annually until terminated in writing by either party as set forth herein.

- 1. Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual proposal, task order (which sections are incorporated into this PSA) or as described in the Scope of Services above. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.
- 2. Acceptance/Termination.** Client agrees that execution of this PSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this PSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this PSA. Additional terms and conditions may be added or changed only by written amendment to this PSA signed by both parties. In the even Client uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This PSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this PSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this PSA) or per the Fee Schedule attached to this PSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 60 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This PSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be

granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS PSA. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this PSA. Causes of action arising out of Consultant's services or this PSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ/\$1,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim/\$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** This PSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

By: _____ Date: _____

Name/Title: Darren J. Bray, P.E./ Technical Director

Address: 45 Woodstock Street

 City: Roswell State and Zip: GA 30075

Office Phone: 678-739-2400 Cell: 678-628-1860

Email: dbray@oasis-cs.com

Client: City of Holly Springs

By: * _____ Date: Feb. 24, 2020

Name/Title: Steven W. Miller, Mayor

Address: P.O. Box 990

City: Holly Springs State and Zip: GA 30142

Office Phone: 770-345-5536 Cell: _____

Email: _____

Invoice: To: dme.odyssey@gmail.com

Client: Holly Springs Downtown Development Authority

By: _____ Date: Feb. 26, 2020

Name/Title: Kevin Moore, Chairman

Address: P.O. Box 990

City: Holly Springs State and Zip: GA 30142

Office Phone: 770-345-5536

*** Client, please initial the box on page 7 if this PSA will serve as a Master Services Agreement for multiple projects.**

Mayor
Steven W. Miller

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Clerk
Karen Norred

City Manager
Robert H. Logan

February 26, 2020

RE: Request for 2020 Special Events Sponsorship

In 2019, the Downtown Development Authority generously donated \$500 to support the 18th Annual Easter Egg Hunt, \$500 to support the 15th annual Autumn Fest, and \$500 to support the 14th Annual Holly Springs Christmas Parade.

Your donations helped to provide free local events for families to enjoy. During the Easter Egg Hunt, over 2,000 guests gathered to hunt over 15,000 eggs, while children had their faces painted, spent some time at the petting zoo, and had their picture taken with the Easter Bunny. Autumn Fest was in incredible success, with over 2,000 guests visiting Barrett Park for over 80 unique craft vendors, food trucks, and kids' zone. 2019's Christmas Parade was one of the largest yet, with almost 30 community groups participating, and over 150 individual participants. Santa stopped at the Depot to take pictures with families while they enjoyed cupcakes, hot chocolate, and warm apple cider, from Smallcakes food truck, compliments of the City. I hope that we can count on your \$500 sponsorship for each of these events again in 2020.

As our events continue to grow, it is important that the City continue to provide high-quality activities for Holly Springs' families and strive to attract visitors to Holly Springs. **Your \$1,500 sponsorship will allow the City to continue to raise the bar for special events.**

Thank you for your consideration and continued support of special events in Holly Springs.

Sincerely,

Erin Honea
Main Street Director/Assistant City Clerk

AGREEMENT

This Agreement entered into this ____ day of _____, 2020 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 deed attached hereto and known as the "Hardin House", and the CITY and DDA intend for the Hardin House 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 CITY will convey the Hardin House to the DDA, and the property 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:
Karen Norred, City Clerk



clementine
creative

Branding Launch Preview

HOLLY SPRINGS TOWN CENTER

SETTING THE STAGE |



ICONIC authentic unique heartfelt
thoughtful landmark timeless strong
WELCOMING warm friendly
approachable fun engaging social
FRESH bright current crisp
invigorating refreshing colorful
appealing DYNAMIC active
thriving fun diverse passionate
exciting lively energetic



Holly Springs Town Center is

...

A Modern Destination, 114 Years in the Making

celebrating the rich history of Holly Springs
in a destination designed for the years to come

A Heart and Hub

as a new focal point for the community
to gather, enjoy and celebrate, to remember and to grow

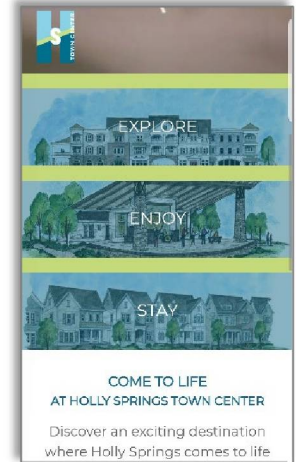
A Place to Call Home

in a vibrant, walkable setting
where visitors and residents alike can feel at home

WHAT COMES NEXT |



You're Invited
Come to Life at Town Center

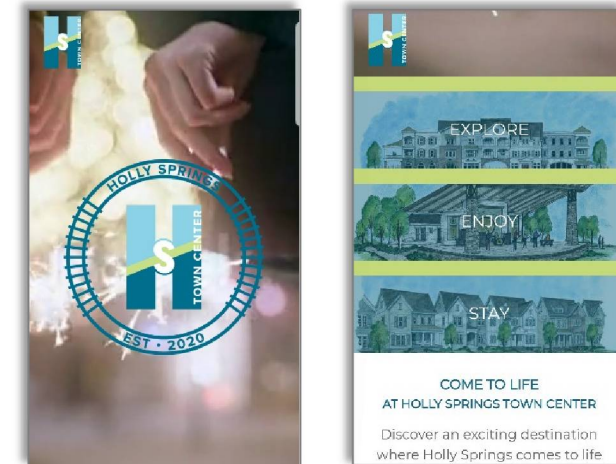


hollyspringstowncenter.com

Large focal video adds life and activity; video can change seasonally or as desired



Scroll down on home page includes more details, secondary navigation option, leasing and social links



Graphic navigation panels lead to more detail on key project vision

Fully responsive for mobile usage

hollyspringstowncenter.com

SOCIAL MEDIA |



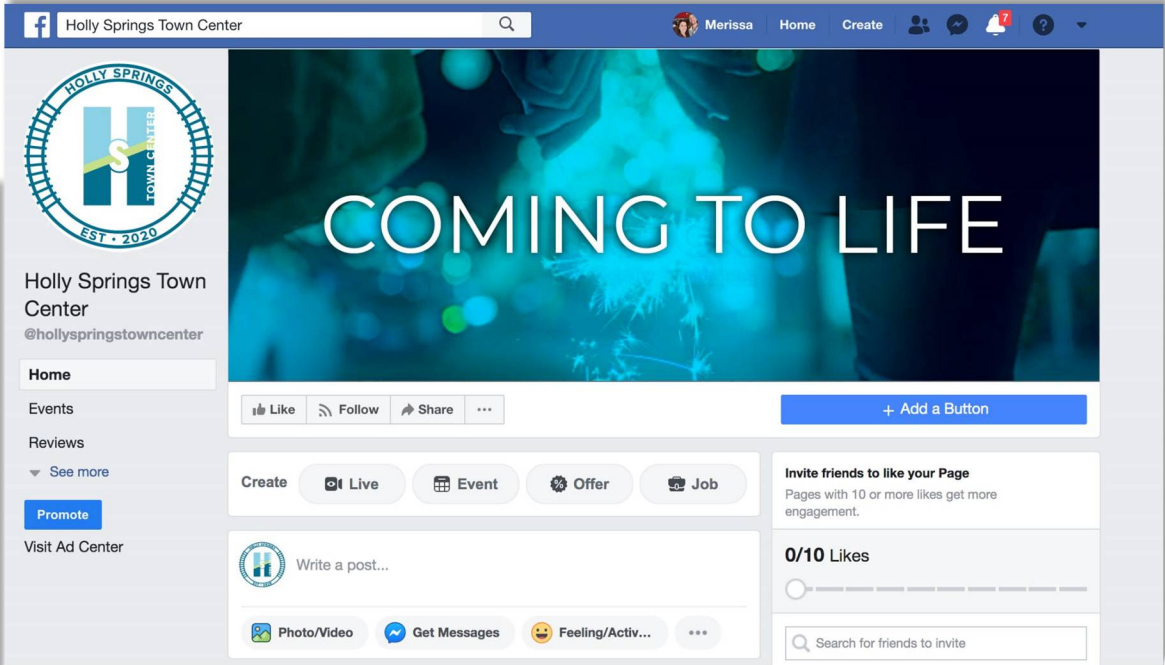
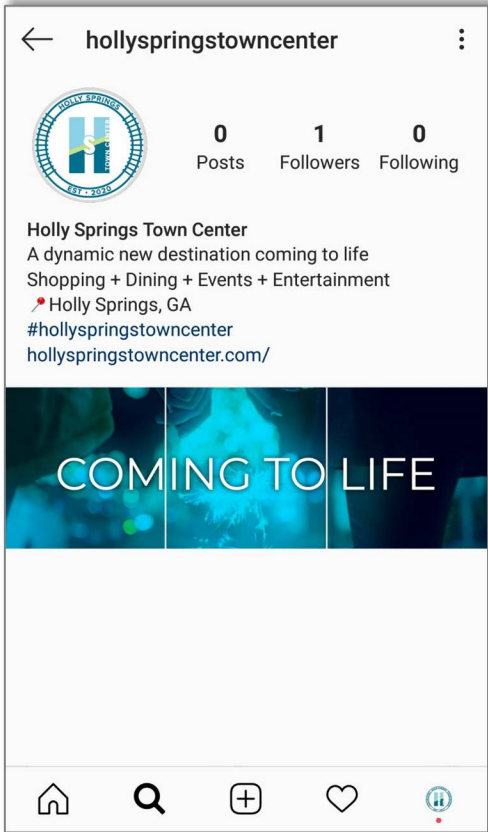
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Thoughts?
Let's discuss!