



City of Holly Springs

Date: Monday, January 7, 2019

Location: 3235 Holly Springs Pkwy

City Council Work Session Agenda 7:00 p.m., Council Chambers

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

“Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007.”

III. INVOCATION

IV. PUBLIC COMMENTS

V. UNFINISHED BUSINESS

- A. Discuss A-03-2018, request for annexation of 50+/- acres located off of Payne Road, Cherokee County, GA, tax parcel 067 of tax plat 15N16

Presented By: Nancy Moon, Community Development Director

- B. Discuss MA-07-2018, request for rezoning of 50+/- acres located off of Payne Road, Cherokee County, GA, tax parcel 067 of tax plat 15N16 from AG, Agricultural (County) to TND, Traditional Neighborhood Development

Presented By: Nancy Moon, Community Development Director

- C. Discuss the appointment of members to the Planning and Zoning Commission

Presented By: Robert H. Logan, City Manager

VI. NEW BUSINESS

- D. Discuss Amendment Number 01 to the agreement between Tunnell-Spangler & Associates, Inc. d/b/a TSW and the City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

- E. Discuss a proposal from Kimley-Horn for the City of Holly Springs Town Center Parking Deck

Presented By: Robert H. Logan, City Manager

- F. Discuss the Professional Services Agreement Addendum No. 7 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- G. Discuss an agreement between the Cherokee County Board of Commissioners and the City of Holly Springs for the Cherokee County and City of Holly Springs 800 MHZ Radio System User License Agreement
Presented By: Robert H. Logan, City Manager
- H. Discuss A-04-2018, annexation request for 0.11 +/- acres located off of Holly Springs Parkway, Cherokee County, GA, tax parcel 003 of tax plat 15N14D
Presented By: Nancy Moon, Community Development Director
- I. Discuss MA-08-2018, rezoning request for 0.11 +/- acres located off of Holly Springs Parkway, Cherokee County, GA, tax parcel 003 of tax plat 15N14D from R-40, Single Family Residential Estate (County) to LI, Light Industrial
Presented By: Nancy Moon, Community Development Director
- J. Discuss Synergistic Software Inc. License Agreement for InterOp Mobile Data System License Software
Presented By: Ron Carter, Information Technology Manager

VII. REPORTS

VIII. ADJOURNMENT

**Special Called Meeting
Agenda
(immediately following the Work Session)**

I. CALL TO ORDER

II. UNFINISHED BUSINESS

- 1. Approve/deny A-03-2018, request for annexation of 50+/- acres located off of Payne Road, Cherokee County, GA, tax parcel 067 of tax plat 15N16
- 2. Approve/deny MA-07-2018, request for rezoning of 50+/- acres located off of Payne Road, Cherokee County, GA, tax parcel 067 of tax plat 15N16 from AG, Agricultural (County) to TND, Traditional Neighborhood Development
- 3. Approve/deny the appointment of members to the Planning and Zoning Commission

III. NEW BUSINESS

- 4. Approve/deny the Professional Services Agreement Amendment Number 01 between Tunnell-Spangler & Associates, Inc. d/b/a TSW and the City of Holly Springs, Georgia

5. Approve/deny a proposal from Kimley-Horn for the City of Holly Springs Town Center Parking Deck, and to give the City Manager authorization to approve tasks as needed
6. Approve/deny the Professional Services Agreement Addendum No. 7 between Southeastern Engineering, Inc. (SEI) and the City of Holly Springs, Georgia, and to give the City Manager authorization to approve tasks as needed
7. Approve/deny the Synergistic Software, Inc. License Agreement #180717003 for InterOp Mobile Data System License Software

III. EXECUTIVE SESSION

- Real Estate

IV. ADJOURNMENT

**A RESOLUTION OF THE
CITY OF HOLLY SPRINGS MAYOR AND CITY COUNCIL
TO APPOINT MEMBERS TO THE
PLANNING AND ZONING COMMISSION; AND FOR OTHER PURPOSES**

WHEREAS, Section 3.02 of the City Charter provides for the creation of Boards, Commissions and Authorities by ordinance to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, all members of boards, commissions, and authorities of the city shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, term of office, or manner of appointment is prescribed by the charter or general state law; and

WHEREAS, the city council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority; and

WHEREAS, the qualifications required of members of boards, commissions, or authorities shall be as prescribed by the council; and

WHEREAS, any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by the charter or general state law; and

WHEREAS, Section 1.20 of the Holly Springs Zoning Ordinance govern the membership and terms of the Planning and Zoning Commission; and

WHEREAS, the following board and commission nominees have agreed to be appointed to the Planning & Zoning Commission:

Member	Board/Commission	Term Length	Term Expiration
Adrian Dekker	Planning and Zoning Commission	1	12/19
Jennifer English	Planning and Zoning Commission	1	12/19
Scott Martineau	Planning and Zoning Commission	1	12/19
Eric Rein	Planning and Zoning Commission	1	12/19
John Wiegand	Planning and Zoning Commission	1	12/19

WHEREAS, the terms of the members were designated to be one year, unless otherwise noted; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Holly Springs, the aforementioned Planning and Zoning Commission members are hereby appointed.

SO RESOLVED THIS 7th DAY OF DECEMBER, 2019.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



December 17, 2018
City of Holly Springs
Attn: David Edwards

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN THE CLIENT AND TSW.

1447 Peachtree Street, NE
Suite 850
Atlanta, GA 30309

Phone: 404.873.6730
www.tsw-design.com

Principals:

William Tunnell
Jerry Spangler
Thomas Walsh
Caleb Racicot
Adam Williamson
Bryan Bays
Heather Hubble

Associates:

Rebekah Calvert
Ben Woodrow Giles
David Lintott
Alex Fite-Wassilak
Lionel Johnson
Sarah McColley
Laura Richter

Amendment Number 01 DATED December 17, 2018 to the agreement between City of Holly Springs ("Client") and TSW dated May 7, 2018 ("the Agreement") concerning the Holly Springs Town Center ("the project").

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

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this amendment, all of which are incorporated by reference.

Client:

City of Holly Springs

Consultant:

Tunnell-Spangler & Assoc., Inc., d/b/a TSW

By: _____

Title: _____

Date: _____

By: Adam Williamson

Title: Principal

Date: December 17, 2018

Exhibit A to Amendment Number 01

Dated: December 17, 2018

PROJECT DESCRIPTION

TASK 6: PLANNING SERVICES

The team will use available aerial photography and GIS data to plan for parcels F and G, shown in Exhibit B, attached. The initial plans will be hand drawn plans that show possible configurations and circulation. The program will include townhomes, a park and plaza, and a rear connection to the existing Train Depot.

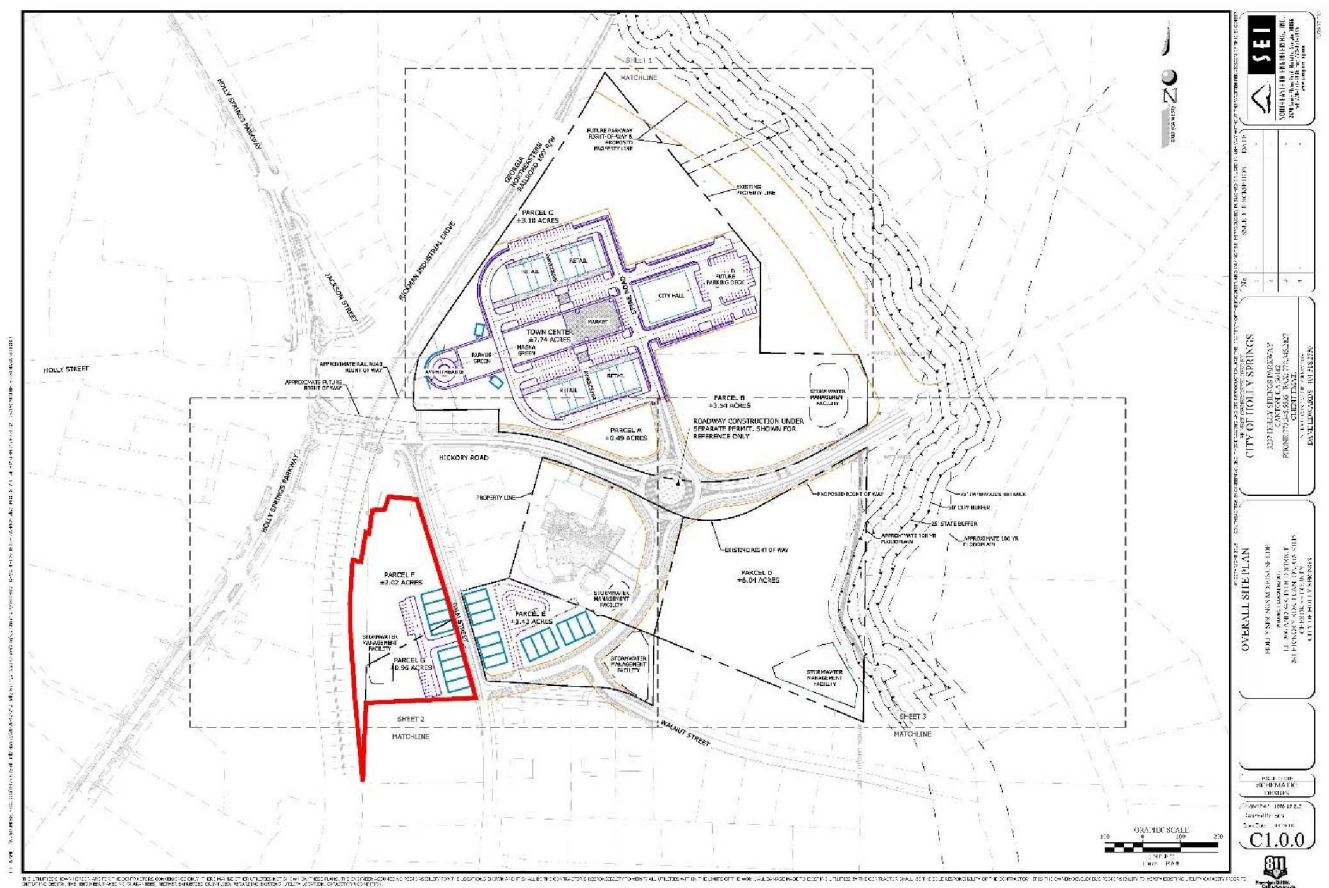
REIMBURSABLES

All related expenses such as printing or photographic reproductions, telephone, and mailing will be billed additional to labor fees at a multiple of 1.1 times direct cost.

FEE FOR THE SCOPE OF SERVICES ARE AS FOLLOWS:

TASK 6: PLANNING SERVICES	\$3,200 NOT TO EXCEED
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Exhibit B: Boundary Map





November 29, 2018
Revised January 3, 2019

Mr. Rob Logan
City of Holly Springs
Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, Georgia 30115

Re: ***Holly Springs Town Center Parking Deck
241 Hickory Road, Holly Springs, Cherokee County, GA
Parking Deck Services***

Dear Mr. Logan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Odyssey Development ("Client") for providing professional consulting services related to the parking deck design of the proposed Holly Springs Town Center site located in Holly Springs, Cherokee County, GA.

RELEVANT EXPERIENCE

Project Team Parking Experience

- Kimley-Horn offers a complete range of parking and structural consultation services. With more than 100 dedicated parking professionals and 135 structural engineers focused on four key parking components – strategic planning and management, fully-engineered design and construction, technology, and maintenance and restoration – our firm has provided parking services on more than 250 parking structures (150,000+ spaces) across the country in the last 15 years.

PROJECT UNDERSTANDING

We understand that the project scope consists of a 250- to 300-space parking structure intended to support the Town Center.

Our Scope of Services are based on the following assumptions and notes.

Team

1. Prime Consultant, Structural engineering, and parking functional consulting services: Kimley-Horn
2. Architectural services: Roger Caldwell will act as the architect under separate contract with the Client.
3. MEPFP ("Mechanical, Electrical, Plumbing, and Fire Protection Engineer") and security consulting services: Newcomb & Boyd ("MEPFP") will act as a sub-consultant to KH.
4. Landscape Architecture services: Provided by others under separate agreement with Client.

5. Geotechnical engineering services: Provided by others under separate agreement with Client.
6. Civil Engineering services: Provided by others under separate agreement with Client.
7. Surveying services: Provided by others under separate agreement with Client.
8. Traffic: No traffic scope is included in this agreement.

Site Information

9. The subject property is located at 241 Hickory Road, Holly Springs, Cherokee County, GA.
10. Vehicular access to the site is anticipated to be provided directly from Hickory Road.



Figure 1: Aerial of Existing site

Parking Deck

11. The parking deck consists of approximately 250 to 300 parking spaces and approximately 100,000 GSF.
12. The structural system is anticipated to be long-span construction, consisting of prestressed, precast concrete construction framing. The parking deck is to be structurally and physically independent of other adjacent existing buildings and structures.
13. Ground level will consist of concrete slab-on-grade under the parking deck footprint.
14. The foundation system will be determined in coordination with a geotechnical engineer who is contracted by the Client. Alternative foundation systems will be explored during the schematic design phase to identify any potential cost savings that may be available in coordination with the geotechnical engineer.
15. This agreement includes retaining wall design for walls along the parking deck perimeter and walls internal to the parking deck footprint. It is assumed all retaining walls will be

- reinforced cast-in-place concrete cantilevered walls with shallow foundations. Site retaining walls outside the parking deck footprint are designed by others.
16. The parking deck will not include retail nor designed for future retail.
 17. The parking deck is anticipated to include gated access. It is anticipated that the new equipment will consist of gates, proximity readers, ticket spitters, loop detectors, and fee computers.
 18. Design the parking deck to be aesthetically compatible to the surroundings. It is anticipated that the final façade treatments, designed by the architect and approved by the City of Holly Springs, will allow the parking structure to be classified as an open parking structure, thus eliminating the need for mechanical ventilation.
 19. We anticipate that one stair and elevator tower, and one stair tower will be provided to serve the parking deck. Stair tower design and detailing will provide protection of the stair and elevator shafts from the weather.
 20. Mechanical design will include heating and cooling systems for the elevator equipment room and potentially the stair towers, if enclosed. Also, it is anticipated that the parking structure will meet open parking requirements and no mechanical ventilation will be provided.
 21. Electrical design will include a new primary service to provide power to the structure. This power will feed the entire structure, including elevators, lighting, and other small loads. It is anticipated that all conduit will be surface mounted. Transformer is assumed to be located above grade external to the building footprint. The electric utility will provide the primary service and service transformer. Lighting will be LED fixtures. It is anticipated that four (4) Electric Vehicle ("EV") parking spaces will be included in the parking deck.
 22. It is anticipated that the parking deck meets openness requirements, and therefore will not require sprinklering.
 23. Site lighting will be provided by the landscape architect under separate agreement with the Client. It is anticipated lighting will be provided in accordance with local codes and IESNA recommended practices for parking decks.
 24. Plumbing design will include storm drain lines throughout the deck levels and stair towers and main service feeds for interior domestic water. Domestic water will be supplied to stair locations within the structure to provide water for cleaning the deck.
 25. Accessory rooms, such as storage, electrical, elevator machine rooms, and telecommunications rooms, that will specifically serve the parking deck, are anticipated to be programmed into the parking deck and will be included as part of the design of the parking structure project.
 26. Design will be in accordance with the 2012 International Building Code, with 2018 Georgia Amendments, and the City of Holly Springs Code.
 27. Design/location of Blue Light emergency phones at each stairwell and elevator lobby on each level. In addition, CCTV cameras are to be located to capture the vehicular entry/exit lanes, as well as the stair entry/exits and elevator entry/exit near the Blue Light phones on each level.
 28. Security monitoring will be to a central station or City of Holly Springs monitoring station. No command center or monitoring head-end is included in the parking deck design.
 29. Design of structured cabling to support the security and PARCS communications equipment. No other communications or structured cabling systems are anticipated to be required and are therefore not included in this agreement.

Revit Modeling

30. Develop a Revit model generally consistent with a BIM Level of Development equal to 300. This information is provided solely for your convenience only; Kimley-Horn does not make any representations or warranties, either express or implied, as to its suitability for any specific purpose. While we believe the electronic model file to be accurate at the time of submittal, this media and its contents can be easily altered or corrupted either purposely or

inadvertently through any number of sources. The printed paper document(s) is the sole deliverable obligation of the Consultant to support the construction of the project.

Other

31. The design of the parking deck shall be bid as one package. No early or phased bid packages are included in this Agreement.
32. Building permitting will be through the City of Holly Springs. Site Plan reviews will be submitted by the civil engineer, as part of a separate agreement with the Client.
33. The parking deck is not currently seeking LEED certification.
34. All meetings are assumed to be local to the Atlanta metro area.
35. The project will be bid as one project with the anticipation of two technical specification / plan volumes. Volume 1 is upfront conditions. Volume 2 would include the parking deck.
36. Basic Scope of Services consists of design and bid phase services only. Construction Phase services are provided as Optional Non-Basic Task 5.

BASIC SCOPE OF SERVICES

Task 1 – Schematic Design Phase

In general, the Kimley-Horn team will provide overall project functional design and layout. In addition, the floor plans, preliminary structural framing plans, and building elevations will be developed to a schematic level of the parking deck.

As part of the basic design and construction phase services, the Kimley-Horn team will provide the following services for the project.

Meetings and Coordination

- 1.1 Attend an initial kickoff meeting with the Owner to discuss design issues and concepts.
- 1.2 Participate in up to two (2) periodic design review meetings with the Client during this phase.
- 1.3 Participate in bi-monthly coordination conference calls with the design team members and the Client.
- 1.4 Meet with City of Holly Springs staff to identify potential issues that the City may request relative to the site plan.
- 1.5 Meet with City of Holly Springs staff to discuss driveway locations.
- 1.6 Meet with Fire Marshal to review layouts.
- 1.7 Review the design and construction schedule. Schedule is assumed to be prepared by others under separate agreement. Kimley-Horn will provide comments and assist Client to determine when the Precaster should be engaged, during design.
- 1.8 Participate in an “End of Phase” review meeting with the Client to review the design team’s responses to the Client’s comments.

Parking Deck

- 1.9 Develop a parking functional layout that will include potential locations and orientation of stair and elevator cores, vehicular access locations, finished floor elevations, and column grids.

- 1.10 Review code compliance of design relative to the 2012 International Building Code with 2018 Georgia State Amendments, and the City of Holly Springs Code.
- 1.11 Calculate open area requirements to comply with the building code.
- 1.12 Provide the geotechnical engineer preliminary building footprint, proposed boring locations, anticipated column loads, and anticipated geotechnical information needed. This will be provided prior to beginning Schematic Design phase, once Kimley-Horn has Notice To Proceed and a fully-executed contract.
- 1.13 Landscape architect will locate site lighting under separate agreement with the Client. We will coordinate these locations with the parking deck and building footprint.

Deliverables

- 1.14 Prepare the following Schematic level documents:
 - a Typical functional floor plans of each proposed parking level
 - b Foundation Plan
 - c Typical structural framing plans of each parking level
 - d Mechanical (elevators), electrical, lighting, plumbing, and fire alarm and protection plans.

Task 2 – Design Development (DD)***Meetings and Coordination***

- 2.1 Participate in up to two (2) periodic design review meetings with the Client during this phase.
- 2.2 Participate in bi-monthly conference calls with the design team members, and Client.
- 2.3 Attend up to one (1) meeting with the Client to coordinate Design Development Documents as they relate to site engineering design issues.
- 2.4 Review the design and construction schedule. Schedule is assumed to be prepared by others under separate agreement. Kimley-Horn will provide comments and assist Client to determine when the Precaster should be engaged, during design.
- 2.5 Participate in “End of Phase” review meeting with the Client to review the design team’s responses to the Client’s comments.

Parking Deck and Project Site

- 2.6 Refine the parking deck footprint, circulation patterns, entrance/exit lane locations, finished floor elevations, and column grid layout in coordination with the Client.
- 2.7 Review open area calculations prepared by the architect and review structural code compliance of Design Development documents relative to the 2012 International Building Code with 2018 Georgia State Amendments, and the City of Holly Springs Code.
- 2.8 Architectural components will be provided by others under separate agreement. These architectural components are anticipated to include the following at a minimum: life safety plans, façade elevations, sections, and details, as well as the stair and elevator core areas.

- 2.9 Develop traffic, pavement markings, striping, and signage plans and details, within the footprint of the deck, for each parking level.
- 2.10 Refine structural design calculations for foundation and structural member sizing. Analysis includes gravity live and dead loads, wind loads, seismic loads, and lateral earth pressures.
- 2.11 Civil plans and specs, landscape architectural plans and specs, and architectural plans and specs will be provided under separate agreement. It is assumed the site civil, architectural landscaping, and architectural documents conform to all local ordinances and requirements.

Deliverables

- 2.12 Draft technical specifications, in MF04 CSI Division Format.
- 2.13 Complete Design Development plans consisting of the following:
 - a Functional floor plans of each parking level
 - b Foundation and Slab on Grade Plan and Details
 - c Structural Framing Plans of each parking level, and Details
 - d MEPFP Plans
- 2.14 After approval by the Client, it is our understanding the civil engineer will submit to City for Site Plan review. This is not included in this Agreement and is provided under separate contract.

Task 3 – Construction Documents (CD)***Meetings and Coordination***

- 3.1 Participate in up to four (4) periodic design review meetings with the Client.
- 3.2 Participate in bi-monthly conference calls with the design team members, Precaster, and the Client for coordination of the design.
- 3.3 Attend up to two (2) meetings with the Client and project team to coordinate Construction Documents as they relate to site engineering design issues. Civil engineering is provided under separate agreement.
- 3.4 Review the updated construction schedule. Schedule is assumed to be prepared by others under separate agreement. Kimley-Horn will provide comments.
- 3.5 Review construction document opinion of probable construction cost, developed by others under separate agreement, for general consistency with Construction Documents.
- 3.6 Make suggestions to the Client in evaluation of one round of value engineering alternatives to meet the Client's budget.

Parking Deck and Project Site

- 3.7 Provide code review information (Appendix B) for Building Code Summary Sheet.
- 3.8 Calculate and document open area requirements to comply with the building code.
- 3.9 Final architectural drawings and technical specifications are provided by others under

separate agreement. These architectural components are anticipated to include the following at a minimum: life safety plans, façade elevations, sections, and details, as well as the stair and elevator core areas.

- 3.10 Provide the final design parameters and final parking deck loads to the geotechnical engineer.
- 3.11 Provide statement of Special Inspections in accordance with the building code.
- 3.12 Civil plans and specs, landscape architectural plans and specs, and architectural plans and specs will be provided by others under separate agreement. It is assumed the site civil, architectural landscaping, and architectural documents conform to all local ordinances and requirements.

Deliverables

- 3.13 Final electronic technical specifications, in MF04 CSI Division Format.
- 3.14 Final code summary information
- 3.15 Complete Final construction documents, including.
 - a Functional floor plans of each parking level (including vehicular wayfinding signage and striping)
 - b Foundation Plan and Details
 - c Slab-on-grade Plan and Details
 - d Structural Framing Plans of each parking level, and Details
 - e MEPFP plans and details
- 3.16 Kimley-Horn will include the following Construction Documents provided by others under separate agreement with Client. Kimley-Horn takes no responsibility for the content of the documents by others.
 - a Life safety plans
 - b Façade elevations
 - c Architectural wall sections and details
 - d Stair and elevator core plans and details

Task 4 – Bid and Building Permit Phase

- 4.1 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.
- 4.2 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.
- 4.3 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).

OPTIONAL Task 5 – Construction Phase

It is anticipated that during the Construction Phase, Kimley-Horn will be the prime design consultant for all construction activities specifically related to the new proposed 250- to 300-space parking structure. As such, it is anticipated that Kimley-Horn will be the direct point of contact between the design team and the Client, who is acting as General Contractor, for all structural, parking, and MEPFP, and security related submittals. In addition, all “official” correspondence and submittals will be distributed through Kimley-Horn between the design team and the General Contractor. It is assumed construction for other scope not included in this Agreement will occur over a duration of eighteen (18) months. Our fees assume that the parking structure will be built out over a period of no more than nine (9) months. As part of Construction Phase, the team will provide the following services:

- 5.1 KH will review shop drawings and submittals. The sole purpose of the KH’s review will be to evaluate general conformance to Contract Documents that were prepared by KH.
 - a It is estimated that the Kimley-Horn team will review up to 125 parking deck related submittals.
- 5.2 Consultant will respond to Contractor’s requests for information (“RFI”) in no more than 14 calendar days of each appropriately prepared and submitted RFI. It is assumed the General Contractor has reviewed the RFI’s prior to submitting them to Kimley-Horn. It is estimated that approximately 150 RFIs will be submitted.
- 5.3 Consultant will conduct periodic construction observation site visits to review general progress of the project construction. The Consultant shall have no responsibility for any contractor’s means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility for any contractor’s failure to perform its work in accordance with the contract documents. Consultant will attend pre-installation meetings and monthly construction meetings. (For purposes of this proposal, Consultant’s total trips for each discipline, including site visits and meetings is estimated as shown below.) Consultant will submit a written observation report for each site visit. Site visit assumptions include:
 - a Prime Consultant – Attendance at up to ten (10) monthly and/or pre-installation meetings . Prime Consultant will also complete up to ten (10) additional bi-monthly visits for a total of twenty (20) site visits. Ten (10) of these visits will follow the meetings mentioned above.
 - b Parking/Functional Engineer – Perform up to six (6) site visits.
 - c Structural Engineer – Perform up to twelve (12) site visits. (Anticipate bi-monthly during main parts of structural construction.)
 - d MEPFP/Security Engineer – It is anticipated that a total of four (4) visits will be required. These visits will be coordinated to occur the same day as monthly progress meetings as needed.
 - e Site visits performed by the Site Civil Engineer, Landscape Architect, and Architect are not included in this Agreement.
- 5.4 Kimley-Horn will provide the Structural Engineer of Record (“SER”) role in coordinating with the Special Inspector during construction of the parking deck, as required by the 2012 International Building Code with 2018 Georgia State Amendments, and the City

of Holly Springs Code. The following SER tasks will be provided during this phase:

- a Review and respond to up to twenty-five (25) discrepancy notices for the parking deck. For nonconforming discrepancy items requiring re-design and/or analysis of the Issued For Construction design, Kimley-Horn can review these items at our then current hourly rate as an additional services.
 - b Review up to ten (10) monthly Special Inspection reports produced by the Special Inspector for the parking deck.
 - c Review of one (1) Final Special Inspections Report produced by the Special Inspector for the parking deck.
- 5.5 Consultant will review and provide comments to Client for up to nine (9) Pay Applications related to construction, if needed. Such review will be limited to whether, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractors' work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this agreement.
- 5.6 Consultant will review and provide comments to Client for Change Orders that are a result of Client initiated changes or unforeseen conditions. For purposes of this proposal, a total of five (5) change orders is assumed.
- 5.7 Consultant will conduct up to two (2) trips (initial and final) to review punch list items with the Contractor.
- 5.8 Consultant will conduct one (1) trip for the final walk-through with the Owner.
- 5.9 Consultant will conduct a final close-out meeting with the Owner and General Contractor.

NON-BASIC SCOPE OF SERVICES

OPTIONAL Task 6 – Site Circulation Evaluation

- 6.1. KH will facilitate a workshop with the Client and the architect to evaluate and optimize site circulation. This workshop will focus on placement of valet, Transportation Network Company ("TNC"), and visitor drop-off locations on site. The results of this workshop will be summarized in a memorandum with images of the determined drop-off locations for the different users. This workshop will happen in a continuous time block not to exceed 4 hours.

OPTIONAL Task 7 – Precaster Selection Process Support

- 7.1. Coordinate with one (1) Precaster to obtain Schematic Design level pricing from the parking deck, based on the Schematic Design package.
- 7.2. Prepare early Design Development precast package for up to three (3) Precasters.
- 7.3. It is anticipated that the Design Development documents will be used by the Client to solicit bids from the concrete Precaster. Kimley-Horn will assist in reviewing submittals from the Precaster bids.

- 7.4. Respond to written Precaster questions regarding Design Development documents.
- 7.5. Attend up to three (3) Precaster interviews with the Client.
- 7.6. Assist in evaluation of the Precaster bids.

OPTIONAL Task 8 – Prepare PARCS Technical Specification

- 8.1. Develop Revit 3D BIM model for PARCS/PGS equipment coordination.
- 8.2. Deliverables:
 - a. 3D BIM model (using REVIT 2018) to Client at ongoing intervals when changes to the model have been made by KH.
 - b. PARCS and PGS layout plan sheets, including dimensioning relative to the column grid. Parking deck column grid, parking deck footprint, and parking deck location information will be provided to Kimley-Horn from the Client.
- 8.3. At a minimum, the specifications will address the following issues:
 - a. Credit card and data security
 - b. Display capabilities
 - c. Communications requirements
 - d. Performance standards
 - e. Product support (required manuals, technical support, warranty, etc.)
 - f. Electronic components (plug-and-play, etc.)
 - g. Back office operations (alarms, audit capabilities, software, etc.)

OPTIONAL Task 9 – Security Consulting

- 9.1. Complete a preliminary code review of parking equipment/system communication design requirements relative to the International Building Code 2012, with Georgia State Amendments, and the City of Holly Springs Code.
- 9.2. Design communication systems to support security systems and feeds to PARCS, and electric vehicle charging system interface.
- 9.3. Design communication room layout and structured cabling to support the security communications equipment:
 - a. Intercom
 - b. Emergency call stations
 - c. And access control interface to parking management system (parking management system by others under separate agreement).
- 9.4. Utilities will be extended to the 5' line except that electrical will be extended to the new transformer and primary service provided by the utility. Relocation of existing utilities required by the addition of the new structure will be designed by the civil engineer under separate agreement.

Deliverables

- 9.1. Prepare parking deck drawings for:
 - a. Camera locations (video surveillance),
 - b. Security communications systems

OPTIONAL Task 10 – Additional Meetings and Warranty Site Visit

- 10.1 Attend up to eight (8) additional meetings with the Client and/or Contractor with one (1) representative.
- 10.2 Consultant will conduct a 1-year warranty walk-through, eleven (11) months after the Certificate of Occupancy has been provided. A follow up report will be provided to the Owner, including items recommended to be addressed by the Contractor/vendor.

SERVICES NOT INCLUDED

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

- 1. Parking demand analysis
- 2. Architecture, civil, landscape architecture, geotechnical, and/or surveying services
- 3. Security Design Services beyond what is included above, including but not limited to designed to accommodate a command center or monitoring head-end. Structured cabling to support equipment other than those in Task 9 above.
- 4. LEED / GPC Building Certification and / or Commissioning
- 5. Shoring wall design and/or temporary wall design

ADDITIONAL SERVICES

Any services not specifically provided for in the above Scope of Services, 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. Attendance at meetings beyond those listed in our Scope of Services.
- 2. Additional Construction Phase Services beyond services listed within our Scope of Services.
- 3. Revisions to drawings due to changes requested by the Owner after issue for bid.
- 4. Any delays to the project schedule beyond 60 days shall be considered a significant delay to the scope of the project and constitute an increase to the scope and the fee.
- 5. Permit, application, or impact fees.
- 6. Subdivision Plats.
- 7. Structural design of civil structures such as detention vaults or treatment structures.
- 8. Structural design of site retaining walls other than those described in the Scope of Services.
- 9. Structural design of retaining wall types other than reinforced, cast-in-place concrete

cantilevered walls with spread foundations.

10. Traffic Impact Analysis, Traffic counts or traffic capacity analyses
11. Providing detailed input to Contractor for Traffic Control Plans and Staging during construction.
12. Design of Parking Guidance System specifications and/or support during the parking vendor procurement process.
13. Record Drawings
14. Special Inspection Services ("SI") roles and Structural Engineer of Record ("SER") roles in excess of those listed under Construction Phase.
15. LEED and/or SmartPark Program Coordination/Management or Pre-Certification Submittals

INFORMATION PROVIDED BY OTHERS

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Notice To Proceed
2. Fully Executed Agreement
3. Updated Survey and Geotechnical Report
4. Civil and Landscape design information and drawings
5. Prompt review of submittal documents by the Client to facilitate the continuous flow of the project through design and construction.

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. The schedule below indicates our current understanding of each phase. A more detailed schedule will be developed by others and will be agreed to by all parties prior to incorporation into the agreement. Any revision to the schedule indicated below must be reviewed and agreed upon by all parties.

Survey/Geotech	Received prior to beginning SD phase
Schematic Design Phase	1 month
Design Development Phase (DD Set submitted for GMP)	2 months
Precaster provides final foundation loads (Provided to Design Team prior to beginning CD Phase)	1 month
Construction Documents Phase	2 months
Building Permit/Agency Review of CDs	2 months
Building Permit	1 month
Construction Phase	9 months

It is assumed that survey and geotech investigations are started 4 weeks prior to SD, and that

information is obtained from those elements a minimum of 2 weeks prior to completion of SD phase. Kimley-Horn will prepare a memo for the geotechnical engineer outlining the structural information requested to begin Schematic Design. Kimley-Horn will submit this to the geotechnical engineer prior to beginning the Schematic Design phase.

FEES AND BILLING

BASIC SERVICES (Tasks 1 through 5): Kimley-Horn will perform the BASIC SERVICES described in Task 1 through 5 for the total lump sum labor fee provided in **Table A** below.

OPTIONAL NON-BASIC SERVICES (Tasks 6 through 10): If approved by the Client, Kimley-Horn will perform the NON-BASIC SERVICES described in Tasks 6, 7, and 10 on an hourly labor fee plus expense basis for the budgetary fees specified in Table B below. We will perform the NON-BASIC SERVICES described in Tasks 8 and 9 for the total lump sum labor fee provided in Table B below as well if these tasks are approved by the Client.

Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. In addition to the labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee (referred to as allocation below) will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. A Prime consulting markup will be applied to all subconsultant fees. All permitting, application, and similar project fees will be paid directly by the Client.

Table A: BASIC SERVICES - Design Team Fees

Stand-Alone Parking Deck Labor Fee Summary			
Task	Fee Type	Lump Sum Labor Fee	Not To Exceed Hourly Budget
<i>Task 1 – Schematic Design</i>	<i>Lump Sum</i>	\$ 33,100	-
<i>Task 2 – Design Development</i>	<i>Lump Sum</i>	\$ 40,000	-
<i>Task 3 – Construction Documents</i>	<i>Lump Sum</i>	\$ 81,500	-
<i>Task 4 – Bid & Building Permit Phase</i>	<i>Lump Sum</i>	\$ 6,400	-
<i>OPTIONAL Task 5 – Construction Phase</i>	<i>Hourly</i>	-	\$ 79,900
TOTAL Labor Fee (Basic Services)	-	\$ 161,000	\$79,900

Additional Estimated Expenses (including allocation) \$ 9,500 \$ 6,200

Table B: OPTIONAL NON-BASIC SERVICES - Design Team Fees

Stand-Alone Parking Deck Labor Fee Summary			
Task	Fee Type	Lump Sum Labor Fee	Not To Exceed Hourly Budget
<i>OPTIONAL Task 6 – Site Circulation Evaluation</i>	<i>Hourly</i>	-	\$ 6,000
<i>OPTIONAL Task 7 – Precaster Package and Support</i>	<i>Hourly</i>	-	\$ 8,000
<i>OPTIONAL Task 8 – Prepare PARCS Technical Specification</i>	<i>Lump Sum</i>	\$ 12,000	-
<i>OPTIONAL Task 9 – Security Consulting</i>	<i>Lump Sum</i>	\$ 15,500	-
<i>OPTIONAL Task 10 – Additional Meetings and Warranty Visit</i>	<i>Hourly</i>	-	\$ 17,600
TOTAL Labor Fee (Non-Basic Services)	-	\$ 27,500	\$ 31,600

Additional Estimated Expenses (including allocation) \$ 1,500 \$ 2,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Holly Springs.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jim Hamilton, P.E.
Sr. Vice President



Jason R. Manners, P.E., LEED AP
Associate

Attachment – Standard Provisions

**(City of Holly Springs)
A Municipality**

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	<i>Rate</i>
Analyst	\$115 - \$160
Professional	\$160 - \$200
Senior Professional I	\$200 - \$270
Senior Professional II	\$265 - \$300
Senior Technical Support	\$120 - \$195
Support Staff	\$85 - \$105
Technical Support	\$90 - \$125

Effective through June 30, 2019

Subject to annual adjustment thereafter

BR00PRTST.A.000

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction"

or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance

with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



December 21, 2018

Mr. Rob Logan
City of Holly Springs
Downtown Development Authority
3235 Holly Springs Pkwy
Holly Springs, Georgia 30115

Re: ***Holly Springs Town Center Parking Deck
241 Hickory Road, Holly Springs, Cherokee County, GA
Parking Deck Services – Task Approval***

To Whom It May Concern:

Kimley-Horn acknowledges that tasks for the City of Holly Springs Town Center parking deck proposal will be approved task by task. Kimley-Horn will not begin work for a task without approval from the Client. The approval will be provided when the Client initials next to a task included in Table A and Table B below.

Table A: BASIC SERVICES - Design Team Fees

Stand-Alone Parking Deck Labor Fee Summary					
Task	Fee Type	Lump Sum Labor Fee	Not To Exceed Hourly Budget	Client Approval (initial below)	Date of Client Approval
Task 1	Lump Sum	\$ 33,100	-		
Task 2	Lump Sum	\$ 40,000	-		
Task 3	Lump Sum	\$ 81,500	-		
Task 4	Lump Sum	\$ 6,400	-		
Task 5	Hourly	-	\$ 79,900		

Table B is provided on the next page.

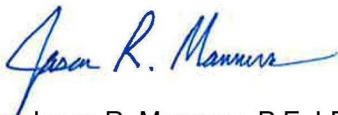
Table B: OPTIONAL NON-BASIC SERVICES - Design Team Fees

Stand-Alone Parking Deck Labor Fee Summary					
Task	Fee Type	Lump Sum Labor Fee	Not To Exceed Hourly Budget	Client Approval (initial below)	Date of Client Approval
Task 6	Hourly	-	\$ 6,000		
Task 7	Hourly	-	\$ 8,000		
Task 8	Lump Sum	\$ 12,000	-		
Task 9	Lump Sum	\$ 15,500	-		
Task 10	Hourly	-	\$ 17,600		

We are excited for this opportunity to provide services for the new Town Center. Please let me know if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jason R. Manners, P.E, LEED AP
Parking Deck Consultant / Project Manager



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

PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO. 7

This ADDENDUM to the AGREEMENT made and entered into 10/25/2017, by and between Southeastern Engineering, Inc., and the client identified herein, provides for the Additional Services described under the Scope of Services section of this agreement

CLIENT: City of Holly Springs
c/o Stonecrest Homes GA, LLC
623 West Crossville Road, Suite 204
Roswell, GA 30075
VIA EMAIL: dme.odyssey@gmail.com

PROJECT NUMBER: 1076-17-210

PROJECT NAME: Holly Springs Town Center

PROJECT UNDERSTANDING:

+/- 15.67 acre area set aside to be developed as a Mixed-Use town center / focal point for the City of Holly Springs. Design of Hickory Road to now extend to Holly Springs Parkway intersection.

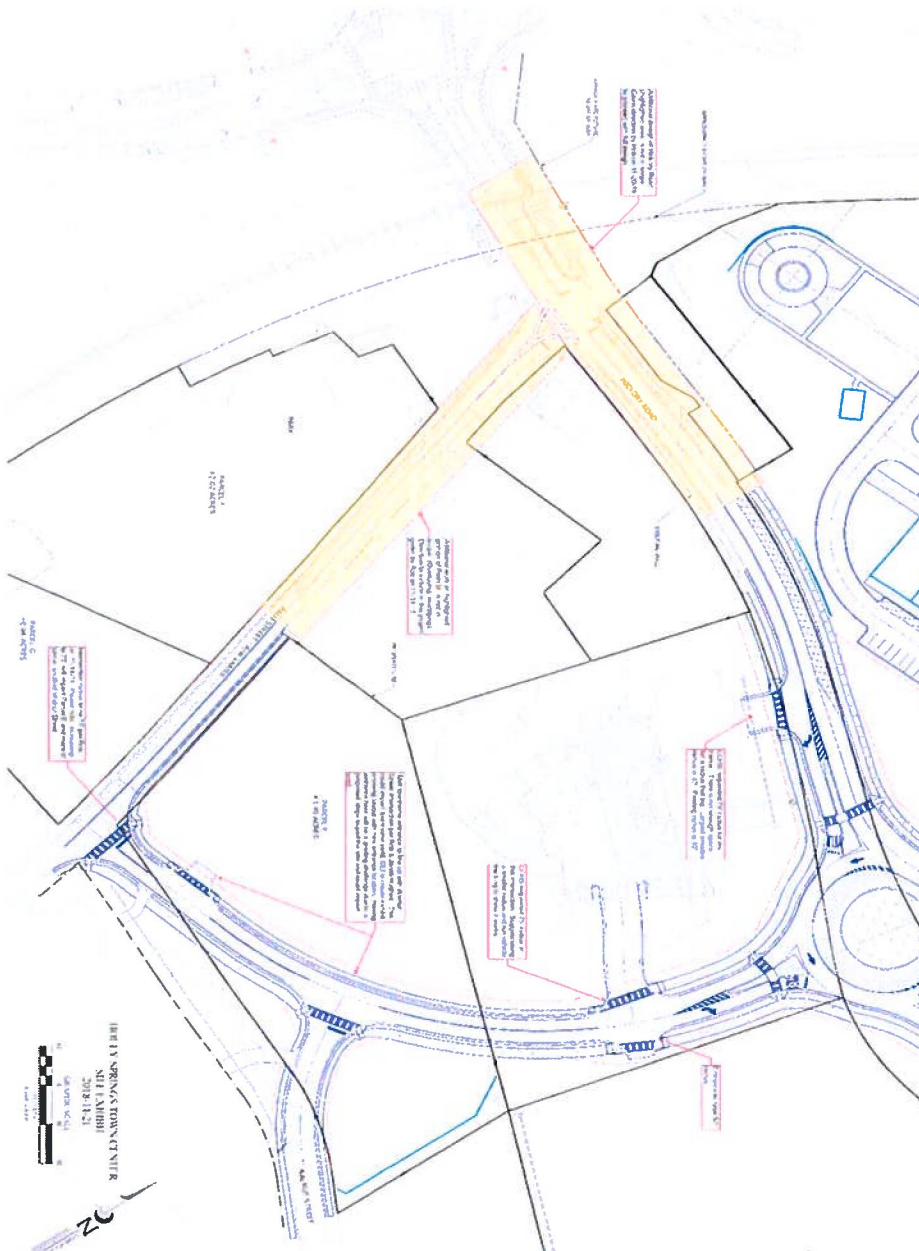
SCOPE OF SERVICES:

Task 1 – Roadway Revisions

SEI will provide additional roadway design for Hickory Road & Palm Street based on the direction from the City of Holly Springs. In the current scope of work, improvements to Hickory Road begin at station 104+36.53. The additional roadway design will begin at approximately station 100+50. The previous design from BM&K Engineering near the Holly Springs Parkway intersection shall be used as a guide for the proposed design. Currently on Palm Street, improvements end at station 33+29.15. Including the additional roadway design, improvements along Palm Street will end at approximately station 37+46. See the highlighted portion as depicted below for approximate additional project areas. The additional design shall include:

- Hickory Road
 - SEI to extend the design of westbound lanes.
 - Revise signing & marking along Hickory Road.
 - Revise grading & storm sewer design.
 - Revise cross sections to include updated design.
 - Update detailed estimate.
 - Revise pavement plan to include milling & overlay.
 - Revise demolition plan within expanded design area.

- Palm Street
 - Adjust pavement plan to include overlaying.
 - Adjust signing and marking plans.
 - Revise cross sections.
 - Update detailed estimate.
 - Replace existing waterlines as necessary.



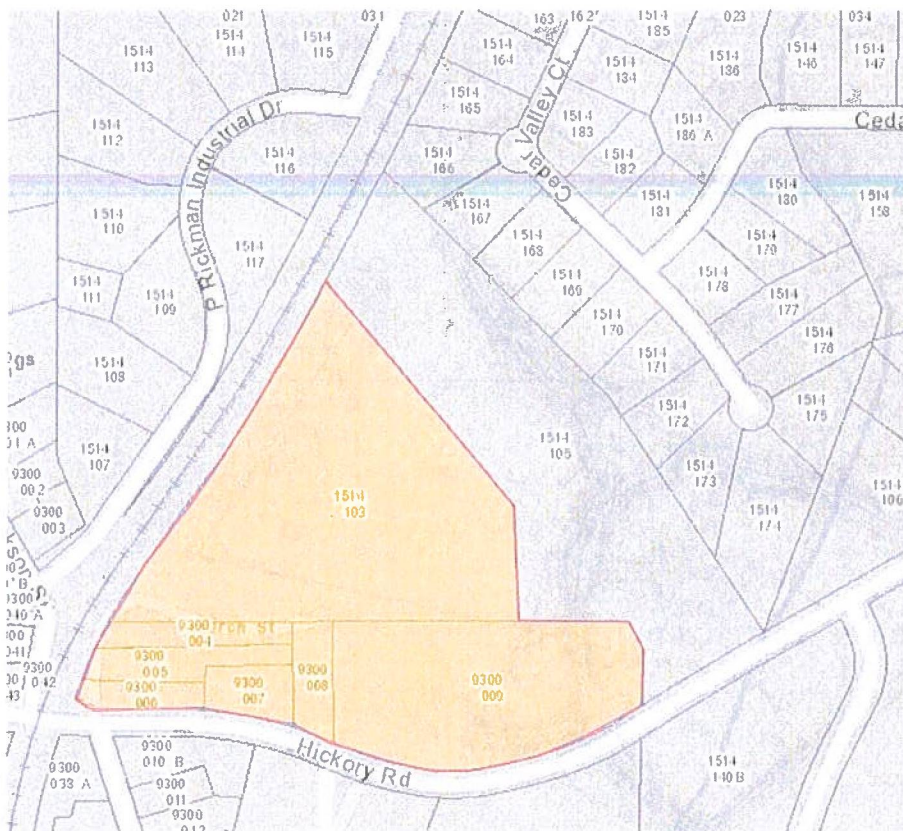
Task 2 – Additional Survey & Right of Way Location

SEI will complete additional survey as needed to support the newly defined roadway project areas as described above. Items to be noted include but are not limited to the following: above ground utilities, marked underground utilities, roadway markings, storm and sanitary sewer fixtures with size, type, and invert, edge of pavement, curb lines with top and gutter elevation, sidewalks, driveways, and all other above ground features. SEI will locate the right of way north of Hickory Road, located between parcel TIN 93N00 006 and the railroad track right of way in order to facilitate any necessary right of way dedication / abandonment.

Task 3 – Boundary Survey: Town Center

In order for SEI to produce a final plat for the Town Center, it is necessary to confirm the existing parcel boundary. As such, SEI will prepare a boundary survey in accordance to the State of Georgia requirements for land surveys. The boundary survey shall include the Town Center project area as highlighted below.

Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property require SEI to survey additional tracts (i.e. subject property does not have suitable monumentation or is not properly recorded), SEI will notify the client immediately of any additional charges needed to complete the survey. Additionally, SEI will provide proof satisfactory to the client that additional work/fees are required prior to proceeding.



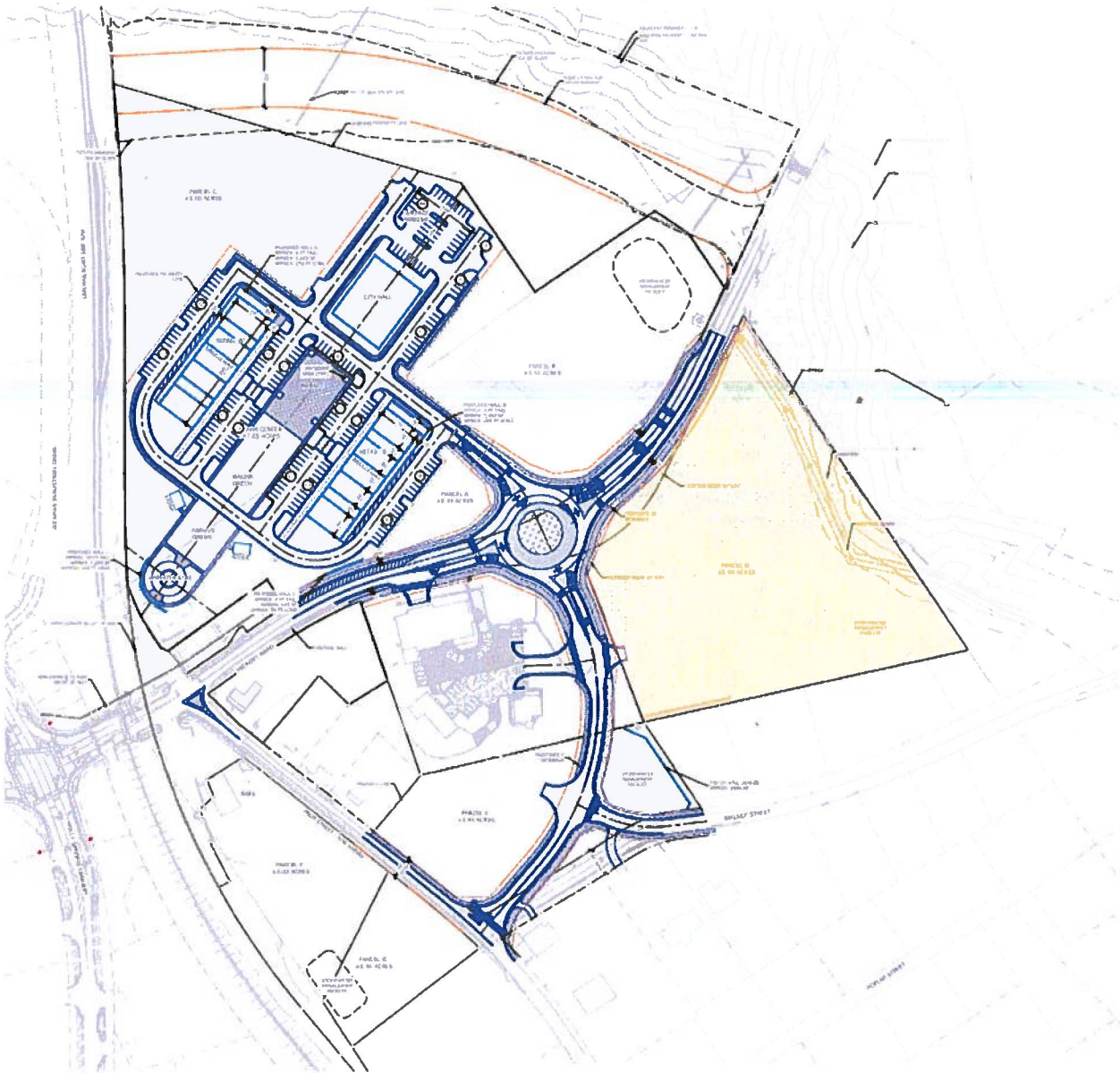
Task 4 – Holly Springs Town Center

- 4.1 Construction Staking – See Attachment C for a full description of the construction staking.
- 4.2 Final Plat - A Final Plat will be prepared in accordance to City of Holly Springs Standards. The Final Plat will include sub-dividing the Town Center into the designated outparcels, as well as combining any necessary parcels within the Town Center project area.
- 4.3 As-Builts - As-built drawings of Storm Drains will be provided per the City of Holly Springs standards. Sanitary Sewer and Water As-Builts will be provided as required by Cherokee County Water and Sewerage Authority standards. As-Builts of the remaining improvements (roadway, etc) will be completed after construction is complete.
- 4.4 Property Corners - Upon project completion, ½" rebar will be placed at all property corners not previously found. It is strongly recommended front pins be set after all utilities are in place.



Task 5 –Residential Parcel D

- 5.1 Construction Staking – See Attachment C for a full description of the construction staking.
- 5.2 Final Plat - A Final Plat will be prepared in accordance to City of Holly Springs Standards.
- 5.3 As-Builts - As-Built drawings of Roadway and Storm Drains will be provided per the City of Holly Springs standards. Sanitary Sewer and Water As-Builts will be provided as required by Cherokee County Water and Sewerage Authority standards.
- 5.4 Property Corners - Upon project completion, ½” rebars will be placed at all property corners not previously found. It is strongly recommended front pins be set after all utilities are in place.



Initials

Task 6 –Residential Parcel E

- **6.1 Construction Staking** – See Attachment C for a full description of the construction staking.
- **6.2 Final Plat** - A Final Plat will be prepared in accordance to City of Holly Springs Standards.
- **6.3 As-Builts** - As-Built drawings of Roadway and Storm Drains will be provided per the City of Holly Springs standards. Sanitary Sewer and Water As-Builts will be provided as required by Cherokee County Water and Sewerage Authority standards.
- **6.4 Property Corners** - Upon project completion, ½" rebar will be placed at all property corners not previously found. It is strongly recommended front pins be set after all utilities are in place.



Task 7 –Residential Parcel F & G

- **7.1 Construction Staking** – See Attachment C for a full description of the construction staking.
- **7.2 Final Plat** - A Final Plat will be prepared in accordance to City of Holly Springs Standards.
- **7.3 As-Builts** - As-Built drawings of Roadway and Storm Drains will be provided per the City of Holly Springs standards. Sanitary Sewer and Water As-Builts will be provided as required by Cherokee County Water and Sewerage Authority standards.
- **7.4 Property Corners** - Upon project completion, ½" rebar will be placed at all property corners not previously found. It is strongly recommended front pins be set after all utilities are in place.



Task 8 – Roadway Project Area

- Project Control Monuments - SEI to establish a control network with monuments for future surveyor occupation to support all construction within the area.

*The funds for the right of way abandonment exhibits have been previously approved within Addendum #3. There are sufficient funds to cover the remainder of the right of way abandonment within the project area. It is assumed that the right of way dedication necessary shall be based on the right of way plans within the construction documents. It is assumed that the contractor is responsible for providing any utility as-builts to utility owners.

Task 9 – Boundary & Topographic Survey: TIN 93N00 012 (If Required)

SEI understands that a boundary survey of a 0.43-acre parcel be prepared in accordance to the State of Georgia requirements for land surveys is required for the above referenced property.

A field run 1-foot contour interval topographic survey will be performed on the area described above. Horizontal datum will be based on Georgia State Plane coordinates and elevations will be based on NAVD88. All main features of the topography along the route will be noted including but not limited to the following; All creeks, streams, ditches, lakes, all above ground utilities, all marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to ensure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to State of Georgia Law. SEI will show the location of visible above ground utilities.

Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property require SEI to survey additional tracts (i.e. subject property does not have suitable monumentation or is not properly recorded), SEI will notify the client immediately of any additional charges needed to complete the survey. Additionally, SEI will provide proof satisfactory to the client that additional work/fees are required prior to proceeding.



Task 10 – Boundary & Topographic Survey: TIN 93N00 013 (If Required)

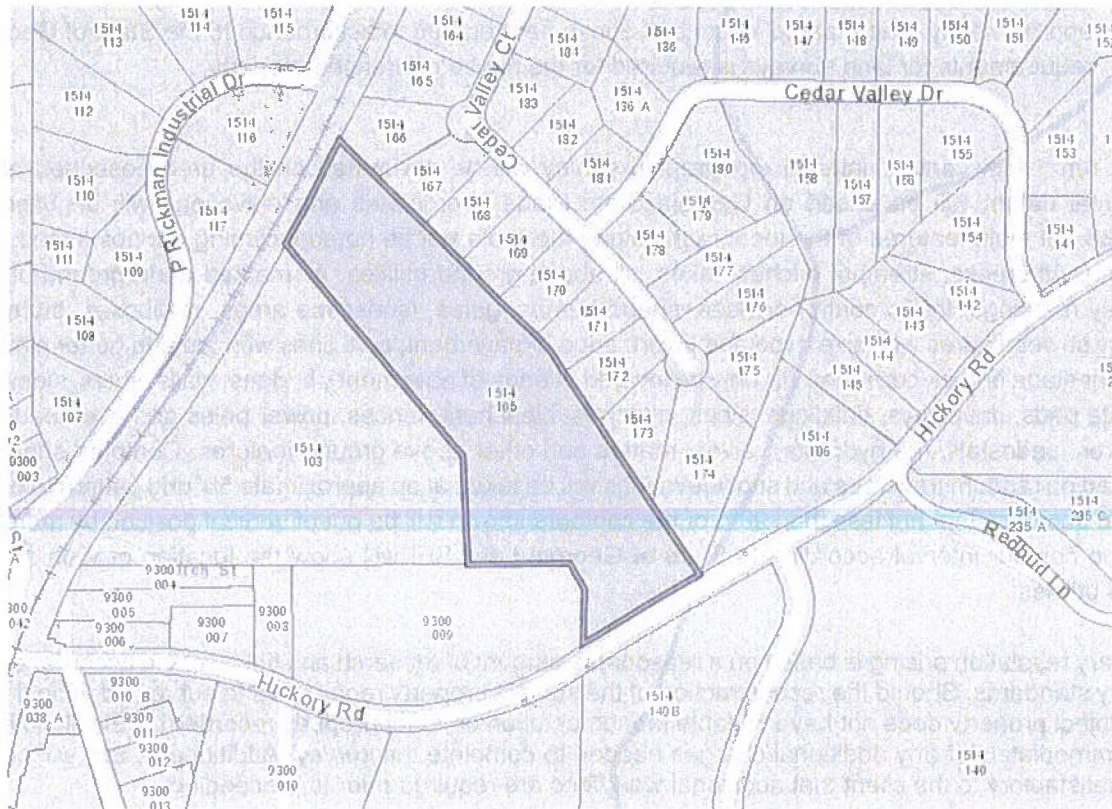
SEI understands that a boundary survey of an approximately 0.34-acre parcel be prepared in accordance to the State of Georgia requirements for land surveys is required for the above referenced property.

A field run 1-foot contour interval topographic survey will be performed on the area described above. Horizontal datum will be based on Georgia State Plane coordinates and elevations will be based on NAVD88. All main features of the topography along the route will be noted including but not limited to the following; All creeks, streams, ditches, lakes, all above ground utilities, all marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to ensure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to State of Georgia Law. SEI will show the location of visible above ground utilities.

Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property require SEI to survey additional tracts (i.e. subject property does not have suitable monumentation or is not properly recorded), SEI will notify the client immediately of any additional charges needed to complete the survey. Additionally, SEI will provide proof satisfactory to the client that additional work/fees are required prior to proceeding.



Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property require SEI to survey additional tracts (i.e. subject property does not have suitable monumentation or is not properly recorded), SEI will notify the client immediately of any additional charges needed to complete the survey. Additionally, SEI will provide proof satisfactory to the client that additional work/fees are required prior to proceeding.



Task 12 – Boundary & Topographic Survey, Subdivision: New Parcel Within TIN 15N14 105

- 12.1 Subdivision - SEI will delineate a new parcel within Parcel TIN 15N14 105 per the client request and direction. Subdivision exhibits will be created as needed at the client's request in order to support property negotiation and platting process. SEI will coordinate with the necessary jurisdictions to complete the platting process. Property pins will be set at the proposed boundary corners as needed.
- 12.2 Boundary & Topographic Survey - SEI understands that a boundary survey of the approximately 1-acre parcel described above be prepared in accordance to the State of Georgia requirements for land surveys is required for the above referenced property.

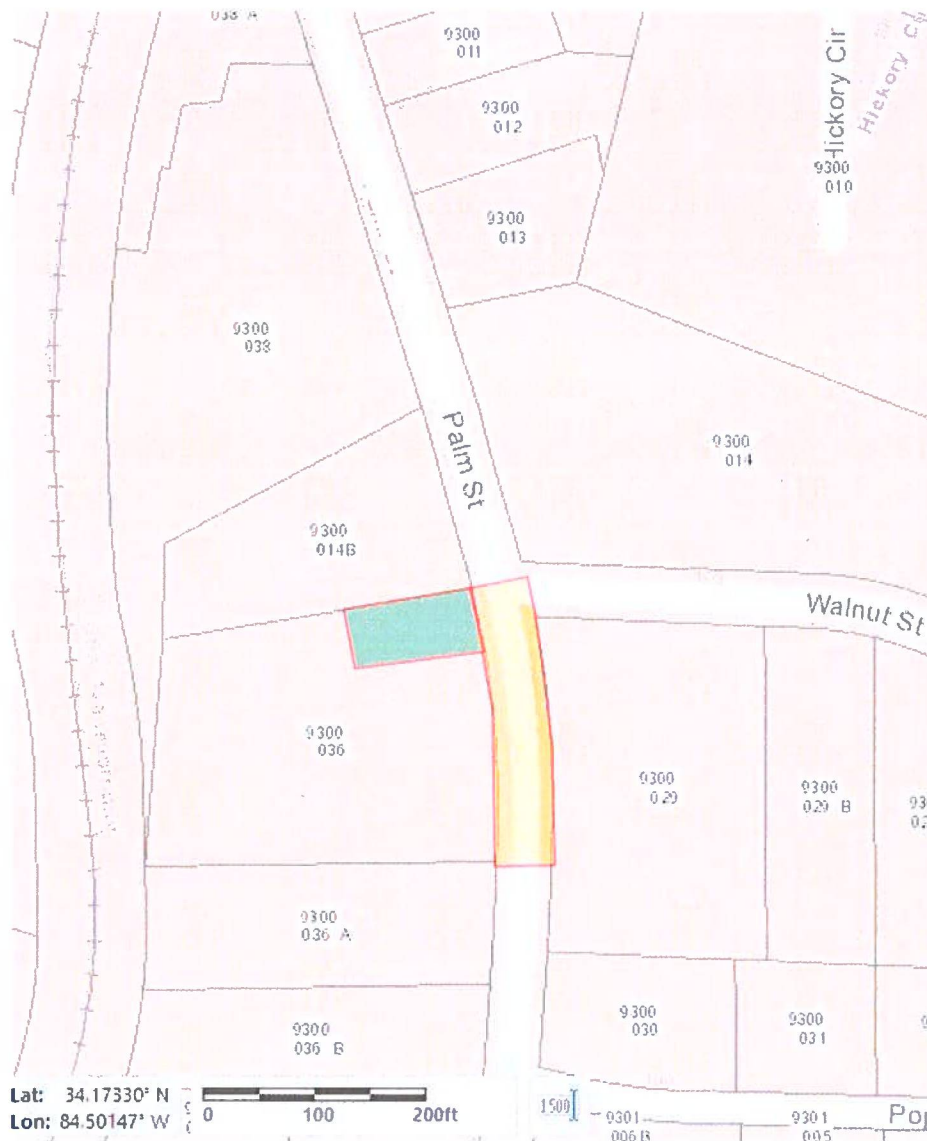
A field run 1-foot contour interval topographic survey will be performed on the area described above. Horizontal datum will be based on Georgia State Plane coordinates and elevations will be based on NAVD88. All main features of the topography along the route will be noted including but not limited to the following; All creeks, streams, ditches, lakes, all above ground utilities, all marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to ensure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to State of Georgia Law. SEI will show the location of visible above ground utilities.

Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property require SEI to survey additional tracts (i.e. subject property does not have suitable monumentation or is not properly recorded), SEI will notify the client immediately of any additional charges needed to complete the survey. Additionally, SEI will provide proof satisfactory to the client that additional work/fees are required prior to proceeding.



Task 13 – Additional Survey & Utility/Access Easement Exhibit: Palm Street at Parcel TIN 93N00 036

- **13.1 Additional Survey** - SEI will complete additional survey needed to support future offsite roadway design as shown in the areas highlighted in the image below. Extent of survey to include all improvements and utilities within the right of way and is to extend to the southern property line of Parcel TIN 93N00 036.
- **13.2 Utility/Access Easement Exhibit** - A proposed entrance to the residential development directly across from the existing Walnut Street and the proposed Palm Street Extension will require a utility & access easement from Parcel TIN 93N00 036. The exhibit for that easement shall be included within the scope of this work.
- **13.3 Underground Utility Location** - Utilisurvey will provide physical markings (paint or flag) placed on the ground directly above all traceable underground utilities, site sketch and utility owner information within the specified area. SEI will survey the markings and include in the revised basemap.



A field run 1-foot contour interval topographic survey will be performed on the areas described above. Horizontal datum will be based on Georgia State Plane coordinates and elevations will be based on NAVD88. All main features of the topography within the right-of-way will be noted, including but not limited to the following; All creeks, streams, ditches, lakes, all above ground utilities, all marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters, roadway striping and other above ground features. Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to ensure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to State of Georgia Law. SEI will show the location of visible above ground utilities.

Task 14 – Pre-Construction Staking

SEI to provide staking of proposed sidewalk and right of way along Hickory Road and Palm Street at relocated utility locations to assist with utility coordination on an as needed basis. The purpose of the pre-construction staking is to ensure that utility poles, light fixtures, etc. are installed in the correct location without conflicts. Other pre-construction staking requests to be drawn from this task as requested by the owner.

Task 15 – Boundary & Topographic Survey: TIN 93N00 038 A (If Required)

SEI understands that you require a boundary survey prepared in accordance to the State of Georgia requirements for land surveys.

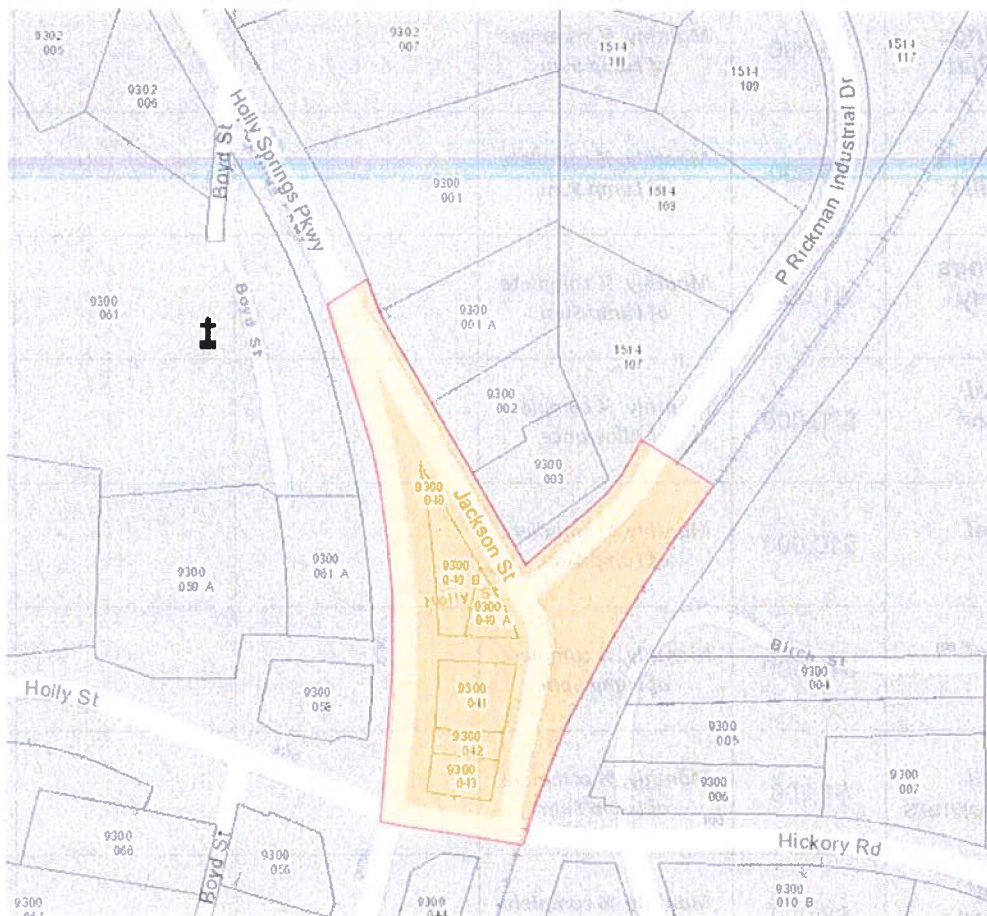
A field run 1-foot contour interval topographic survey will be performed on the area described above. Horizontal datum will be based on Georgia State Plane coordinates and elevations will be based on NAVD88. All main features of the topography along the route will be noted including but not limited to the following; All creeks, streams, ditches, lakes, all above ground utilities, all marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to ensure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to State of Georgia Law. SEI will show the location of visible above ground utilities.

Boundary resolution pricing is based on a reasonable amount of research and field work in accordance with industry standards. Should the reconstruction of the subject property require SEI to survey additional tracts (i.e. subject property does not have suitable monumentation or is not properly recorded), SEI will notify the client immediately of any additional charges needed to complete the survey. Additionally, SEI will provide proof satisfactory to the client that additional work/fees are required prior to proceeding.



Task 16 – Rickman Industrial Drive Improvements

- 16.1 As-Built & Consolidation Plat – As-Built drawings of the highlighted area below will be provided per the City of Holly Springs standards. Underground utilities are excluded from the scope of this work. The scope of this task includes up to the western edge of pavement of Holly Springs Parkway, the southern edge of pavement of Hickory Road, the centerline of the railroad tracks, the northwest right of way along Rickman Industrial Drive, and the northeast right of way along Jackson Street. The City of Holly Springs is expected to coordinate access to the railroad tracks with the railroad company.
- 16.2 Right of Way Abandonment / Dedication Exhibits – SEI will prepare exhibits to facilitate any necessary right of way abandonment / dedication from the Rickman Industrial Drive improvement project as highlighted below. It is assumed that the right of way plans from the Rickman Industrial Drive improvement project will be provided by the City of Holly Springs. The right of way plans are needed to resolve where the parcels and right of way are for the combination plat & necessary exhibits.



COMPENSATION:

PROFESSIONAL FEES				
Description	Task Subtotal	Billed	Initials	Date
Task 1 – Roadway Revisions	\$14,800	<i>Monthly, % complete of Lump Sum</i>		
Task 2 – Additional Survey	\$2,300	<i>Monthly, % complete of Lump Sum</i>		
Task 3 – Boundary Survey: Town Center	\$6,200	<i>Monthly, % complete of Lump Sum</i>		
Task 4.1 – Holly Springs Town Center: Construction Staking	\$25,000	<i>Monthly, % complete of Allowance</i>		
Task 4.2 – Holly Springs Town Center: Final Plat	\$5,000	<i>Monthly, % complete of Lump Sum</i>		
Task 4.3 – Holly Springs Town Center: As-Builts	\$5,500	<i>Monthly, % complete of Lump Sum</i>		
Task 4.4 – Holly Springs Town Center: Property Corners	\$1,600	<i>Monthly, % complete of Lump Sum</i>		
Task 5.1 – Residential Parcel D: Construction Staking	\$20,000	<i>Monthly, % complete of Allowance</i>		
Task 5.2 – Residential Parcel D: Final Plat	\$10,000	<i>Monthly, % complete of Lump Sum</i>		
Task 5.3 – Residential Parcel D: As-Builts	\$10,000	<i>Monthly, % complete of Lump Sum</i>		
Task 5.4 – Residential Parcel D: Property Corners	\$1,200	<i>Monthly, % complete of Lump Sum</i>		
Task 6.1 – Residential Parcel E: Construction Staking	\$8,000	<i>Monthly, % complete of Allowance</i>		
Task 6.2 – Residential Parcel E: Final Plat	\$4,500	<i>Monthly, % complete of Lump Sum</i>		

Task 6.3 – Residential Parcel E: As-Builts	\$4,500	<i>Monthly, % complete of Lump Sum</i>		
Task 6.4 – Residential Parcel E: Property Corners	\$500	<i>Monthly, % complete of Lump Sum</i>		
Task 7.1 – Residential Parcel F&G: Construction Staking	\$10,000	<i>Monthly, % complete of Allowance</i>		
Task 7.2 – Residential Parcel F&G: Final Plat	\$4,500	<i>Monthly, % complete of Lump Sum</i>		
Task 7.3 – Residential Parcel F&G: As-Builts	\$4,500	<i>Monthly, % complete of Lump Sum</i>		
Task 7.4 – Residential Parcel F&G: Property Corners	\$500	<i>Monthly, % complete of Lump Sum</i>		
Task 8 – Roadway Project Area: Project Control Monuments	\$1,800	<i>Monthly, % complete of Lump Sum</i>		
Task 9 – Boundary & Topographic Survey: TIN 93N00 012 (If Required)	\$1,500	<i>Monthly, % complete of Lump Sum</i>		
Task 10 – Boundary & Topographic Survey: TIN 93N00 013 (If Required)	\$1,500	<i>Monthly, % complete of Lump Sum</i>		
Task 11 – Boundary Survey: TIN 15N14 105 (If Required)	\$5,500	<i>Monthly, % complete of Lump Sum</i>		
Task 12.1 - Subdivision: New Parcel Within TIN 15N14 105	\$1,500	<i>Monthly, % complete of Lump Sum</i>		
Task 12.2 - Boundary & Topographic Survey: New Parcel Within TIN 15N14 105	\$1,800	<i>Monthly, % complete of Lump Sum</i>		
Task 13.1 – Additional Survey: Palm Street at Parcel TIN 93N00 036	\$3,400	<i>Monthly, % complete of Lump Sum</i>		
Task 13.2 –Utility/Access Easement Exhibit: Palm Street at Parcel TIN 93N00 036	\$750	<i>Monthly, % complete of Lump Sum</i>		

Task 13.3 – Underground Utility Location: Palm Street at Parcel TIN 93N00 036	\$900	<i>Monthly, % complete of Lump Sum</i>		
Task 14 – Pre-Construction Staking	\$5,000	<i>Monthly, % complete of Allowance</i>		
Task 15 – Boundary & Topographic Survey: TIN 93N00 038 A (If Required)	\$1,800	<i>Monthly, % complete of Lump Sum</i>		
Task 16.1 – As-Builts & Consolidation Plat	\$9,500	<i>Monthly, % complete of Lump Sum</i>		
Task 16.2 Right of Way Abandonment / Dedication Exhibits	\$1,500	<i>Monthly, % complete of Lump Sum</i>		

Task Total: \$175,050

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

CLIENT City of Holly Springs

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

Name (Typed) _____

Name (Typed) Chad W. Epple

TITLE _____

TITLE V-President

DATE _____

DATE Jan 4th 2019

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☒ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☒ Graphic design
- ☒ Traffic engineering services
- ☐ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ SBV - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☐ Final plat submittal or revisions
- ☒ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

Construction Staking

****Construction staking includes the one time staking of the following;**

Clearing Limits – Flagging will be placed at 50 foot intervals and major breaks. Lines between stakes/flags may or may not be cleared. If requested, the client/contractor will be furnished a print showing the computed clearing limits. An initial meeting to discuss, walk or clarify clearing limits between Surveyor, the client and/or contractor will be done at no additional charge. Subsequent meetings and trips for clarification or re-staking after clearing has begun will be charged at hourly rates.

Detention/Sediment Ponds - Ponds will be staked in a two step process:

1. **Rough staking.**

Slope stakes will be placed at 50 foot intervals and major break lines around perimeter of pond showing cuts and distances to the bottom of the pond. Along the dam, slope stakes will be set showing cuts/fills and distances to back edge of dam.

2. **Finish Staking.**

Stakes will be set along the top rim of pond and along inside toe of slope at appropriate distances. If needed, additional stakes will be set at floor of pond. Stake line and grade for outlet structure(s).

Slope Stakes - Set stakes at roughly 50 foot intervals along tops or toes of roadway slopes after clearing is complete. If required, slope stakes will be placed on 10 foot offsets. The following information will be written on the front of the stake:

1. Cut or Fill (expressed in feet and tenths of feet) from ground at stake to the finished shoulder point.
2. Slope ratio.
3. Distance (expressed in feet and tenths of feet) from ground at stake to the finished shoulder point.

An initial meeting to discuss, walk or clarify slope stakes between Surveyor, the Client and/or contractor will be done at no additional charge. Subsequent meetings and trips for clarification or re-staking after grading has begun will be charged at hourly rates.

****Once slope staking begins an assessment will be made as to the accuracy of the topography map provided. The proposed clearing limits and toe of slope closely coincide and any topography error may result in additional clearing. SEI will notify you immediately should problems arise.**

Pad Staking – If requested SEI will provide two stakes along lot line grade breaks, one at the front setback line and one at the rear setback line. Cut/Fill information shown will have the low and high side cut/fills marked accordingly.

An initial meeting to discuss or clarify pad stakes between Surveyor, the Client and/or contractor will be done at no additional charge. Subsequent meetings and trips for clarification or re-staking after grading has begun will be charged at hourly rates.

Centerline of Roadway (Rough) - Stake centerline with cut/fill information to finish grade every 50 feet and at intersections.

Sanitary Sewer - Sanitary sewer centerlines will be staked with 15 foot and 25 foot offsets unless site conditions require longer offsets. The 15 foot offset will contain the following information:

1. Cuts from top of offset stake (or hub) to downstream invert of proposed pipes.
2. Cuts or fills from top of stake (or hub) to top of proposed manhole.

All lateral locations or cleanout locations will be staked with no offsets.

ATTACHMENT C (CONTD.)

Storm Sewer - Storm sewer will be staked with 15 foot and 25 foot offsets unless site conditions require longer offsets. Back of curb will be staked at each catch basin. The 20 foot offset will contain the following information:

1. Cuts from top of offset stake (or hub) to downstream invert of proposed pipes.
2. Cuts or fills from top of stake (or hub) to top of proposed storm structure.

Centerline of Roadway (Final) - Stake centerline with cut/fill information to finish grade every 50 feet and at intersections.

Curb - Set 1" x 2" x 18" stakes at 50 foot intervals at 4 foot offsets of curb line. All major break points such as PC, PT and End of Radius and radius points will be staked. No cut/fill will be marked.

Temporary Lot Corners - Temporary front lot corner stakes will be placed at each lot for utility placement. Additionally SEI will paint lot numbers on the curbing.

Retaining Walls - Face of wall locations will be staked with one point at each corner and one intermediate point on each of the longest sides. 15' and 25' offset stakes will be provided for each point stake. Elevation information will be placed on the 25 foot offset stake and cut/fill information will be placed on the 15 foot offset stake.

SEI will require final permit CAD files prior to staking

Staking procedure and notification

In order to serve our clients more effectively, we ask that staking requests be made 36 hours in advance and that the staking requested for that day be a minimum of 6 hours of work. We also understand that these requests cannot always be met and urgent problems may arise, SEI will accommodate these requests to the best of our ability.

CHEROKEE COUNTY AND CITY OF HOLLY SPRINGS 800 MHZ RADIO SYSTEM USER LICENSE AGREEMENT

The Cherokee County and City of Holly Springs 800 MHZ Radio System User License Agreement (hereinafter, the "AGREEMENT") is made and entered into on this day of _____, 2018 by and between Cherokee County, Georgia, a political subdivision of the state of Georgia, acting by and through its governing authority the Cherokee County Board of Commissioners (hereinafter, the "County"), and the City of Holly Springs, a municipal corporation acting by and through its governing authority, the City Council of Holly Springs, Georgia (hereinafter, the "User").

RECITALS

Whereas, the County is the sole owner and operator of an 800 MHz radio system (hereinafter, the "Cherokee County System"); and

Whereas, the County's Fire and Emergency services and Marshal's Office agencies and the Cherokee County Sheriff's Office are users on the Cherokee County System; and

Whereas, it is desirable to have a unified system to include public safety entities on the Cherokee County System who affect and further the goal of protecting the health, safety, and welfare of all of the County's and User's residents, visitors, businesses and other organizations (hereinafter, the "Stakeholders"); and

Whereas, User is a municipality located within the County and the County, the other users of the Cherokee County System and the User provide mutual assistance in emergency situations; and

Whereas, User therefore affects and furthers the goal of protecting the health, safety, and welfare of the County's and User's Stakeholders; and

Whereas, User wishes to license its subscriber units on the Cherokee County System pursuant to the terms and conditions of this AGREEMENT; and

Whereas, the County and User, amongst other parties, are parties to the "Intergovernmental Sales Tax Agreement" of July 18, 2017, in which the County, User and other parties committed to certain capital outlay projects to be respectively owned, operated and funded from a special sales and use tax with collections beginning on July 1, 2018 and ending on June 30, 2024; and

Whereas, the County and User are authorized to enter into this AGREEMENT pursuant to the provisions of Article VII, Section VI, Paragraph 1(a) of the Constitution of the State of Georgia.

NOW, THEREFORE, for and in consideration described herein and for the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and User agree as follows:

II. Grant of License

A. Authorized Units and Term. The County grants to User a revocable license (the "License") to use its Authorized Units on the Cherokee County System for ten (10) years from the Effective Date. Units that are programmed for daily use on the Cherokee County System shall be considered "Authorized Units" and shall be subject to the terms and conditions of this AGREEMENT. Authorized Units shall not include units that are not so programmed.

B. Revocation of the License. User's License may be revoked only for good cause and only after User has had an opportunity to show cause why its License should not be revoked before the Board constituted for such purpose as set out in Section IV.D herein.

C. No Property Interest or the Cherokee County System Control Conveyed. Such License does not grant to User any property interest in or control over the Cherokee County System.

III. Obligations of User

A. Cherokee County System License Fee

1. For the License to use the Cherokee County System throughout the term of the AGREEMENT, User agrees to pay the County a license fee of \$510,576.

2. The User in three equal installments shall pay such license fee to the County as follows: **[a]** Installment One of \$170,192 due on the last business day of the second (2nd) full month following the execution of the AGREEMENT; **[b]** Installment Two of \$170,192 due on the business day fourteenth (14th) full month following the execution of the AGREEMENT; and **[c]** Installment Three of \$170,192 due on the last business day of the twenty sixth (26th) month following the execution of the AGREEMENT.

3. The County shall invoice User at least thirty (30) days in advance of the due date of any installment.

B. Prohibition of Sale, Assignment or Transfer. User agrees to never sell, assign or otherwise transfer its License, in whole or in part, to any other person or entity.

C. Responsibility for Purchasing and Maintaining All Necessary Equipment. User shall be solely responsible for purchasing and maintaining all equipment necessary to be a user on the Cherokee County System. All subscriber units must be approved by type by the County. The County will maintain and regularly update a conforming products list. Equipment not listed will not be accepted. In the event the County changes the System or the vendor, User shall be responsible for purchasing and maintaining all equipment necessary to function as a User on the new or modified System on or before the time such change takes effect. All maintenance performed on User's units must be certified by a Motorola (or other current County vendor) certified technician, or otherwise consented to in writing by the County.

D. Compliance with Software Security Complaints. User must comply with Motorola (or other applicable County vendor) software security constraints.

E. Removal and Repair of Harmful or Disruptive Equipment. User must immediately remove from service any of its devices, equipment, or subscriber units, which the County determines to cause any problems on the Cherokee County System. User must repair such devices, equipment, or subscriber units at User's expense. User shall be responsible for all repair costs and shall be responsible for paying for any damages to the Cherokee County System arising directly or indirectly out of such problematic device, equipment, or unit when the cost of repair or such damage is not otherwise covered by the County's Maintenance Contract.

F. Required Training of Personnel.

1. User must guarantee that all persons who will be operating subscriber units are adequately trained. Proof of training will be required prior to that person operating on the Radio System. The County will provide training to a User representative who will in turn be responsible for training all persons authorized to operate a unit on the Cherokee County System.

2. User must further guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this AGREEMENT. The County will review alleged violations of

any applicable law, code, regulation, ordinance, or this AGREEMENT. Upon finding a violation has occurred, the County may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the Cherokee County System may result in User's License being revoked after User has had an opportunity to show cause why its License should not be revoked.

G. Use Restrictions. User agrees to restrict its use of the Cherokee County System to legitimate business-related purposes of the User. The Cherokee County System shall not be used to conduct personal or unrelated business.

H. Compliance with Regulatory Mandates. User agrees to comply with any and all mandate(s) issued by authorized regulatory agencies. If, subsequent to this License AGREEMENT being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least three (3) years prior written notice of its intent to comply sooner than required. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the Cherokee County System.

I. Payment of Maintenance Costs: User agrees to remit to the County in a timely fashion its pro rata share of the actual cost of maintenance to the Cherokee County System (i.e. the cost of the Maintenance Contract). The amount to be paid will be based on the number of Authorized Units, and will be due and payable annually within 30 days from the date of the County's invoice. The payment of such maintenance costs is in addition to the Cherokee County System License Fee imposed in Section 2[A] of this AGREEMENT.

J. Lost, missing or Stolen Units. User agrees to immediately report lost, missing, or stolen radio(s) to the County. Such report shall include (if applicable) a police report number, date and time missing, radio serial number, make, and model.

IV. Obligations of the County

A. Core System Access. The County agrees to provide access to the User of the Cherokee

County System and to maintain and support its core, and to exert best efforts to answer questions and facilitate use of the Cherokee County System by User, including providing training to User representatives.

B. Legal Compliance. The County agrees to comply with all federal, state, and county statutory and regulatory mandates.

C. Notification. The County agrees to give timely written notification to User of: [1] User violations, service interruption, and temporary removal of User's units from operation on the Cherokee County System or other actions, including proposed revocation of License; [2] the County's intent to change the System or Vendor when the County's Board of Commissioners approves such change; [3] the County's intent to upgrade or enhance the mission critical voice communications network function.

D. Cherokee County System Technical Advisory Committee. The County agrees to establish a Cherokee County System Technical Advisory Committee (hereinafter, the "Advisory Committee") to be comprised of seven representatives of the County who shall be appointed by the County Manager and one representative appointed from each City who is a contractual User on the System. All County and City representatives shall be non-elected employees of the County and Cities. The Chairperson of the Advisory Committee shall be appointed by the County Manager, and will be responsible for setting meeting dates and agendas with input from other members, and providing notice of meetings. The Advisory Committee will meet quarterly or more often if necessary, to discuss system related or site specific complaints, recommended changes, and upgrades or enhancements to the System. The intent in establishing this Advisory Committee is to facilitate communication amongst all users of the System and to work together towards the accomplishment of an integrated, interoperable and technically advanced System.

V. General Provisions of this AGREEMENT

A. No Joint Venture. The Parties agree that nothing contained within this AGREEMENT can be or should be construed as creating a joint venture or partnership between the County and User.

B. Governing Law, Disputes and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this AGREEMENT which cannot be resolved amicably, then either Party shall have the right to request the other Party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the Parties. In the event there is no request for mediation or mediation

efforts fail, then any dispute or issues shall be resolved through litigation. In the event mediation is unsuccessful or deemed futile, the County and User shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this AGREEMENT shall be brought in the Superior Court of the Blue Ridge Circuit of Georgia, and the Parties hereby submit to the jurisdiction and venue of such court.

C. Entire Agreement. This Agreement contains the entire AGREEMENT of the Parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this AGREEMENT.

D. Amendment. This Agreement may be modified or amended only pursuant to the mutual agreement of the Parties and in writing properly executed by both Parties.

E. Severability. If any portion of this AGREEMENT shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this AGREEMENT is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

F. Force Majeure. Neither the County nor User shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this AGREEMENT or for any delay in such performance due to: **(1)** any cause beyond their respective reasonable control; **(2)** any act of God; **(3)** any change in applicable governmental rules or regulations rendering the performance of any portion of this AGREEMENT legally impossible; **(4)** earthquake, fire, explosion or flood; **(5)** strike or labor dispute; **(f)** delay or failure to act by any governmental or military authority; or **(6)** any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

G. Records. Each Party shall maintain records relating to matters covered by this AGREEMENT as required by Georgia law. Such records shall be maintained for a period of three years following the end of the term of this AGREEMENT.

H. Hold Harmless. The Parties shall at all times comply with all laws, ordinances and rules and regulation of State and Federal governmental authorities regarding the discharge of their respective obligations created by this AGREEMENT.

To the extent, if any, allowed by law, the County agrees to defend and save harmless User, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this AGREEMENT, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the County, its agents, or employees and to the extent that User is free from negligence on the part of itself, its employees and agents.

To the extent, if any, allowed by law, User agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgment of every kind and description arising out of the performance of this AGREEMENT, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of User, its agents, or employees and to the extent that County is free from negligence on the part of itself, its employees and agents.

To the extent, if any allowed by law, neither Party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise. Nothing in this section is intended to waive or diminish the rights either Party may have to the defense of sovereign immunity.

I. Counterparts. This AGREEMENT may be executed in multiple counterparts, and each counterpart shall be considered an original.

J. Notice - All notices required by the provisions of this AGREEMENT to be secured from or given by either of the Parties hereto to the other shall be in writing and shall be delivered either by: **(1)** hand delivery to the recipient Party at such Party's address; or **(2)** the United States Certified Mail – Return Receipt Requested, postage prepaid, and addressed to the recipient Party at such Party's address; or **(3)** national overnight commercial carrier to the other Party at the address given below, or at a substitute address previously furnished to the Party by written notice in accordance herewith:

To the County:	To User:
County Manager	_____ (INSERT TITLE)
1130 Bluffs Parkway	3237 Holly Springs Parkway
Canton, GA 30114	Holly Springs, GA 30115

The date of service of such notice shall be deemed to be either the day upon which such notice is hand delivered, the third day after the postmark date when sent by certified mail or the day when delivered by national overnight commercial carrier. The Parties hereto agree that, even though notices shall be addressed to the attention of a particular person,

title, or entity as forth in this AGREEMENT, it shall be a valid and perfected delivery of notice even though the said named person or the person holding said title or named entity is not the person, title or entity who accepts or receives delivery of the said notice, but is the lawful successor person, title or entity of the named person, title or entity. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient Party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this AGREEMENT. Either Party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said Party shall be given.

K. Authority. Each of the individuals executing this AGREEMENT on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this AGREEMENT has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this AGREEMENT is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

[SIGNATURES ON THE FOLLOWING PAGE]

WHEREFORE, the parties having read and understood the terms of this AGREEMENT, they do hereby agree to such terms by execution of their signatures below.

CHEROKEE COUNTY, GEORGIA

By: _____

Name: L.B. Ahrens

Title: Chairman, Cherokee County Board
of Commissioners

seal

Sworn to and subscribed before
me this day of _____, 2018

Notary Public

My Commission Expires: _____

Attest:

Clerk, Board of Commissioners

CITY OF HOLLY SPRINGS, GEORGIA

By: _____

Title: _____

Seal

Sworn to and subscribed before me

This __ day of _____, 2018

Notary Public

My Commission Expires: _____

Attest:

Clerk, City Council



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Discussion of the following:

A-04-2018, applicant requests annexation of 0.11 +/- acres located off of Holly Springs Parkway, Cherokee County, GA, tax parcel 003 of tax plat 15N14D

MA-08-2018, applicant request rezoning of 0.11 +/- acres located off of Holly Springs Parkway, Cherokee County, GA, tax parcel 003 of tax plat 15N14D from R-40, Single Family Residential Estate (County) to LI, Light Industrial

DATE: January 2, 2019

COUNCIL MEETING DATE: January 7, 2019

RECOMMENDATION

Applicant, Todd Starr, 3rd Starr Investments, LLC, has requested annexation of approximately 0.11+/- acres located off of Holly Springs Parkway, a portion of tax parcel 003 of tax plat 15N14D. The property is part of a parcel that is located where the original city limits were formed (a 5/8-mile circle around the city center) and as such was split with a portion being located within the City Limits of Holly Springs and the remaining 0.11 acres left within unincorporated Cherokee County.

The applicant has also requested rezoning of the 0.11+/- acres, from R-40, Single Family Residential Estate (County), to LI, Light Industrial (City), the same zoning designation as the portion of the property already located within the City Limits. The proposed use for the annexed/rezoned property will be the continued use as a parking lot for a sign company, Altair Sign. Please see attached survey showing the building and parking locations.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	NORTH:	SFR
SOUTH:	R-40 (County) LI (County)	SOUTH:	SFR Undeveloped
EAST:	GC	EAST:	SFR
WEST:	R-20 R-40(County) LI	WEST:	SFR SFR R&D Mechanical

B. Zoning Proposal Review Standards; Study Required for Amendment

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

Surrounding development in the area includes single family residential, industrial, and undeveloped uses. The 0.11+/- acres has been used as a parking lot and will continue to be used as a parking lot.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The property is already developed with an existing building and parking lot. Adjacent properties should not be affected negatively.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The property, as currently zoned, would be permitted to develop with those uses associated with the R-40 zoning district. However, it has been used as a parking lot and the use would be grandfathered.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

The use of the property as a parking lot will not change and the burden on city facilities would be no more than that of the business located on the property previously.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

The Future Development Map identifies this property with the character area of Parkway Corridor. This character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. The Parkway Corridor is intended to provide primarily a commercial service function, i.e., retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high-density multi-family residential component.

While an industrial zoning classification does not fit specifically within the Parkway Corridor designation, the property has been used for light industrial business for a number of years.

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

The proposed use, while not entirely consistent with the future development map, has existed for a number of years. Furthermore, it is consistent with the following policies:

- a) **Annexation. Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (8.1, #9)**
 - b) **Efficient Land Use. Maximize the use of existing infrastructure and minimize the costly conversion of undeveloped land at the periphery of the community. This may be achieved by encouraging development or redevelopment of sites closer to the traditional core of the community; designing new development to minimize the amount of land consumed; carefully planning expansion of public infrastructure; or maintaining open space in agricultural, forestry, or conservation uses. (Quality Community Objective, #3) (8.1, #21)**
 - c) **Range of Jobs Available. A range of job types should be provided in each community to meet the diverse needs of the local workforce. (8.3,#3)**
 - d) **Small Businesses. Promote the development of small businesses in the City. (8.3, #9)**
 - e) **Commercial Expansion. Through land use and annexation policies increase opportunities for all commercial uses, including but not limited to: general commercial, office/institutional, neighborhood commercial, and industrial. (8.3, #15)**
7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

The property is currently developed and future plans include only interior changes.

8. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

The property has been used for light industrial business in the past with this specific portion having been used as a parking lot.

C. Cherokee County Comments

Cherokee County did not send any comments on this application based upon the fact that the property had already been developed.

D. Summary

The property is part of a previously developed property with existing light industrial usage. The annexation and rezoning of this property will not change the impact to the surrounding area.

E. Planning and Zoning Commission

The Planning and Zoning Commission conducted a public hearing on December 13, 2018. No public comments were made. P&Z voted to recommend **APPROVAL** (5-0) of the Annexation and Rezoning requests.

F. Staff Recommendation

Annexation

Staff recommends **APPROVAL** to annex the 0.11+/- acres.

Rezoning

Staff recommends **APPROVAL** to rezone 0.11+/- acres **LI, Light Industrial** with the following stipulations consistent with the stipulations placed on the remainder of the parcel:

1. The following uses are prohibited:
 - a. Auto Laundry or Car Wash Establishments
 - b. Auto Leasing Establishments
 - c. Auto Repair Establishments
 - d. Auto Service Establishments
 - e. Automobile Sales-New
 - f. Automobile Sales-Used
 - g. Bait Sales
 - h. Boat Sales Facility and Storage
 - i. Bottled Gas, Storage and Distribution
 - j. Bottling Plant
 - k. Builder's Equipment
 - l. Convenience Food Stores with Gasoline Pumps
 - m. Emissions Testing Facility
 - n. Kennel Establishments
 - p. Storage Yard, Equipment
 - q. Surface transportation terminals
 - r. Tire Sales & Service with outdoor storage
 - s. Tires Sales/Retreading and Capping Establishment
 - t. Auto Auction Establishment
 - u. Gasoline Service Station
 - v. Junk Vehicle Storage
 - w. Junkyard
 - x. Truck, Tractor, Large Equipment Sales
2. All storage and work performed shall be conducted within a permanent opaque building.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

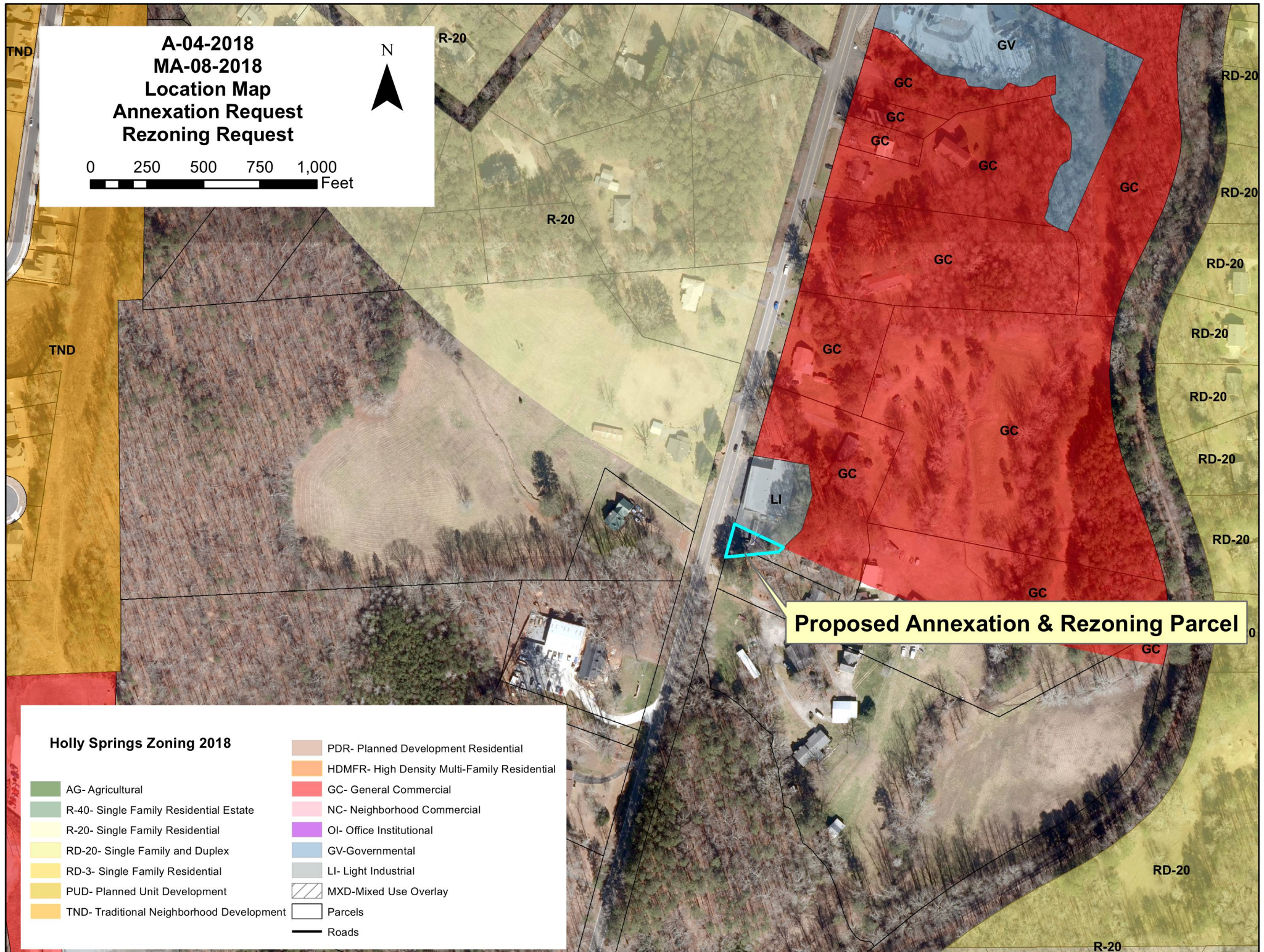
ATTACHMENTS

Application
Location Map

**A-04-2018
MA-08-2018
Location Map
Annexation Request
Rezoning Request**



0 250 500 750 1,000
Feet



Proposed Annexation & Rezoning Parcel

Holly Springs Zoning 2018

	AG- Agricultural		PDR- Planned Development Residential
	R-40- Single Family Residential Estate		HDMFR- High Density Multi-Family Residential
	R-20- Single Family Residential		GC- General Commercial
	RD-20- Single Family and Duplex		NC- Neighborhood Commercial
	RD-3- Single Family Residential		OI- Office Institutional
	PUD- Planned Unit Development		GV- Governmental
	TND- Traditional Neighborhood Development		LI- Light Industrial
			MXD- Mixed Use Overlay
			Parcels
			Roads

A-04-2018



City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please complete one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: 10/17/18
Applicant's Name: Todd Starr
Corporation Name: 3RD STARR INVESTMENTS, LLC
Mailing Address: 1268 MARJOR OAKS CT, DUNWOODY GA 30338
Phone: (404) 449-0765
Email: TSTARR@ALTASIGN.COM

PROPERTY OWNER INFORMATION

Property Owner(s): 3RD STARR INVESTMENTS, LLC
Mailing Address: 1268 MARJOR OAKS CT, DUNWOODY GA 30338
Phone: (404) 449-0765
Email: TSTARR@ALTASIGN.COM

PROPERTY INFORMATION

Tax Map #: _____ Parcel #: 15N14D 003 pt.
Land Lot(s)/District: 0416 / 15
Physical Address: 3008 HOLLY SPRING PARKWAY
Property Location Description: 0.11± acres

Current Zoning: LI-1 R-40 in parking lot

(Attach additional sheets, if necessary)



MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Application Procedures, See p. 8



APPLICATION MA- 08-2018

APPLICATION CUP- _____

HEARING DATE _____

DATE OF APPLICATION 10.17.18

APPLICANT Todd Starr
3rd Starr Investments, LLC

OWNER D&D Manufacturing Co.
(If other than applicant)

ADDRESS 1208 Manor Oaks Ct.
Dunwoody GA

ADDRESS P.O. Box 799
Holly Springs GA

ZIP CODE 30338 PHONE 404.449.0705

ZIP CODE 30142 PHONE _____

EMAIL tstarr@altairsign.com

SIGNATURE _____

SIGNATURE _____

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) LT + R40 in
parking lot
(County)

REQUESTED ZONING DISTRICT LI

REQUESTED CONDITIONAL USE(S) _____

PROPERTY LOCATION/ADDRESS 3008 Holly Springs Pkwy

MAP NUMBER 010 1547 / NEW 1514D

PARCEL NUMBER(S) 15N14D 003

LAND LOT(S) 0410/15

DISTRICT(S) _____ SECTION(S) _____

ACREAGE 0.11± SEWAGE DISPOSAL TYPE Septic UTILITIES AVAILABLE _____

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____

no development proposed. County line cuts through parking
lot on existing lot. Proposal to annex this section of
property back from county and into city of Holly Springs
to be consistent with majority of lot.

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ___ WARRANTY DEED
- ___ TAX DOCUMENTATION
- ___ SURVEY PLAT BY REGISTERED SURVEYOR
- ___ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
- ___ INDIVIDUAL FOLDED TO 8.5"x11" (SEE p.7 FOR REQUIREMENTS)
- ___ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ___ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ___ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ___ FILING FEE\$ _____ RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____ TABLED _____

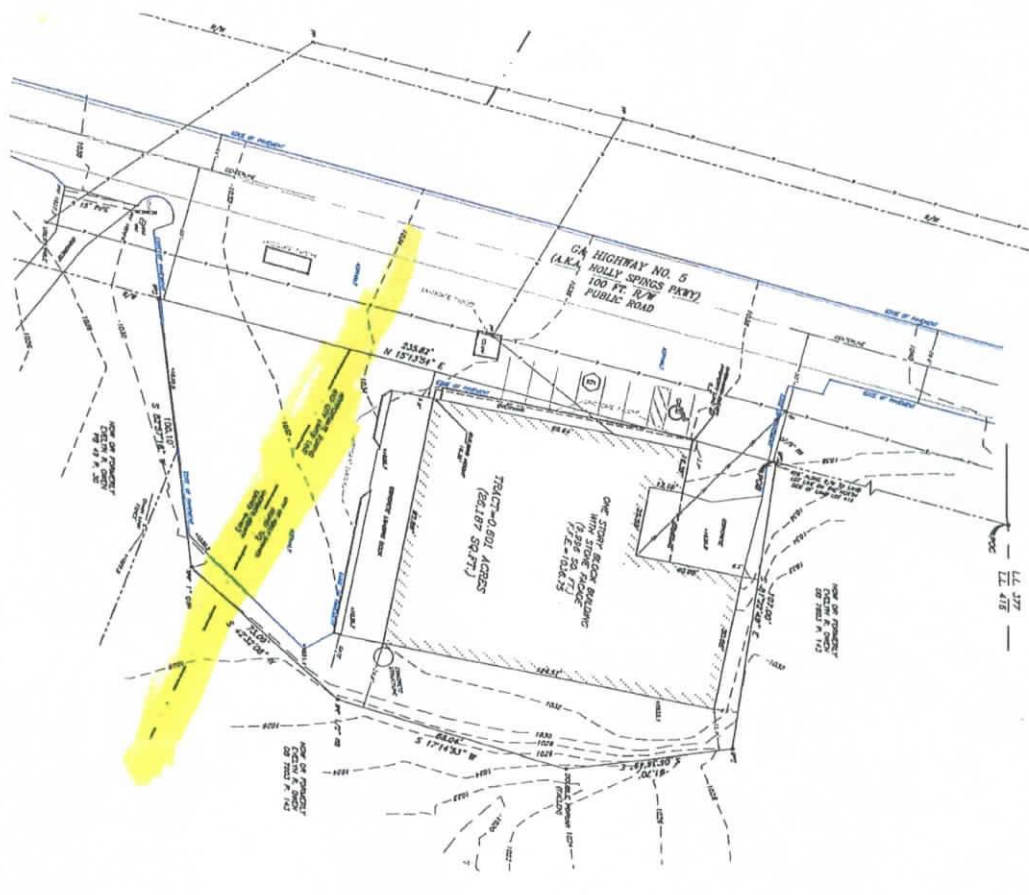
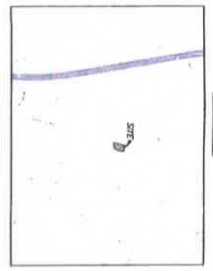
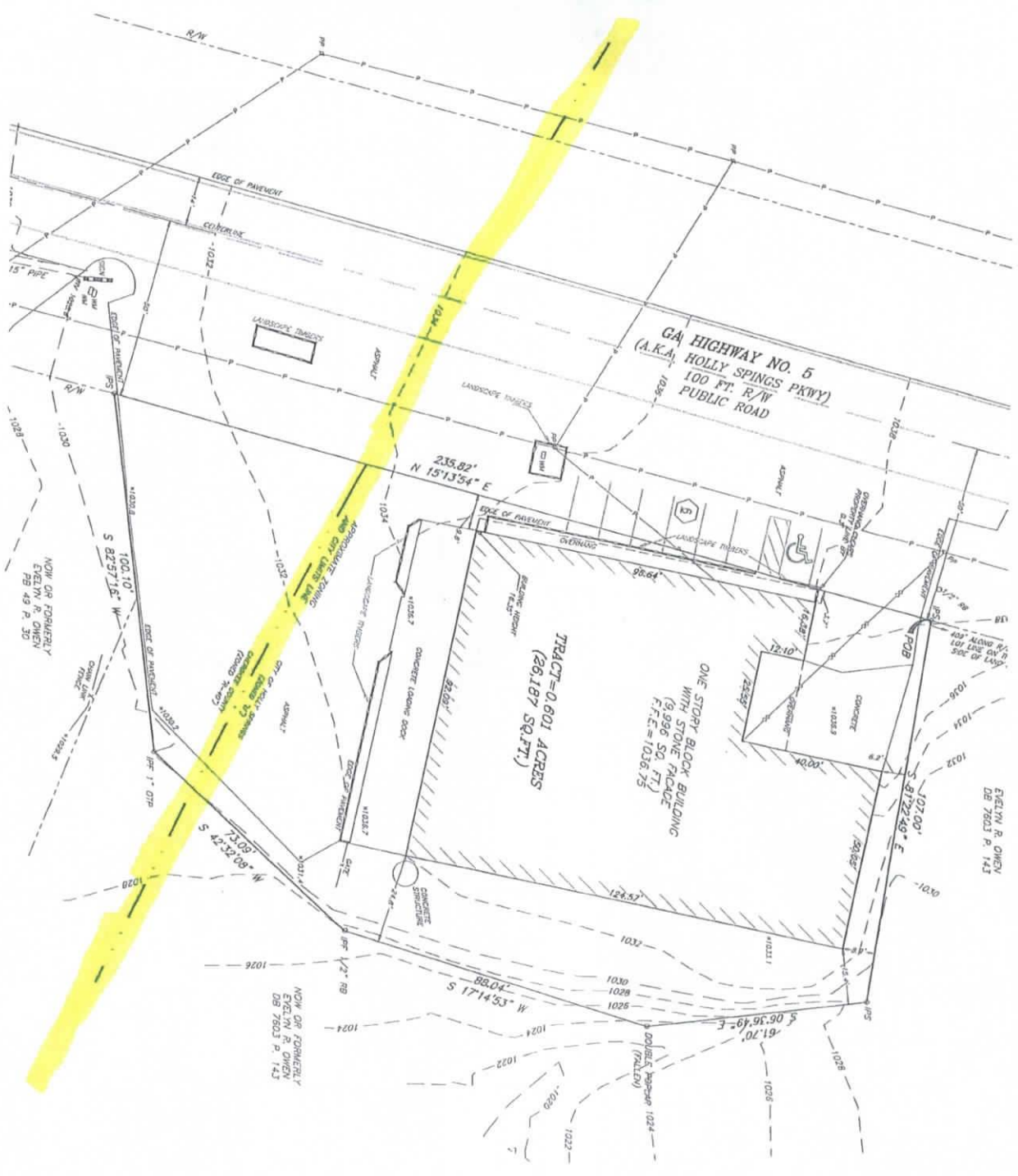
[illegible]

TABLE 1

Age, sex, and body weight of female and male subjects. The numbers of subjects in each age group are indicated in parentheses. The subjects were particularly matched on stature.

Age (yr)	Sex	Weight (kg)	Stature (cm)
17	F	50.0	157.5
17	F	52.0	158.5
17	F	53.0	158.5
17	F	54.0	158.5
17	F	55.0	158.5
17	F	56.0	158.5
17	F	57.0	158.5
17	F	58.0	158.5
17	F	59.0	158.5
17	F	60.0	158.5
17	F	61.0	158.5
17	F	62.0	158.5
17	F	63.0	158.5
17	F	64.0	158.5
17	F	65.0	158.5
17	F	66.0	158.5
17	F	67.0	158.5
17	F	68.0	158.5
17	F	69.0	158.5
17	F	70.0	158.5
17	F	71.0	158.5
17	F	72.0	158.5
17	F	73.0	158.5
17	F	74.0	158.5
17	F	75.0	158.5
17	F	76.0	158.5
17	F	77.0	158.5
17	F	78.0	158.5
17	F	79.0	158.5
17	F	80.0	158.5
17	F	81.0	158.5
17	F	82.0	158.5
17	F	83.0	158.5
17	F	84.0	158.5
17	F	85.0	158.5
17	F	86.0	158.5
17	F	87.0	158.5
17	F	88.0	158.5
17	F	89.0	158.5
17	F	90.0	158.5
17	F	91.0	158.5
17	F	92.0	158.5
17	F	93.0	158.5
17	F	94.0	158.5
17	F	95.0	158.5
17	F	96.0	158.5
17	F	97.0	158.5
17	F	98.0	158.5
17	F	99.0	158.5
17	F	100.0	158.5
17	F	101.0	158.5
17	F	102.0	158.5
17	F	103.0	158.5
17	F	104.0	158.5
17	F	105.0	158.5
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17	F	107.0	158.5
17	F	108.0	158.5
17	F	109.0	158.5
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17	F	114.0	158.5
17	F	115.0	158.5
17	F	116.0	158.5
17	F	117.0	158.5
17	F	118.0	158.5
17	F	119.0	158.5
17	F	120.0	158.5
17	F	121.0	158.5
17	F	122.0	158.5
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17	F	133.0	158.5
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17	F	135.0	158.5
17	F	136.0	158.5
17	F	137.0	158.5
17	F	138.0	158.5
17	F	139.0	158.5
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17	F	141.0	158.5
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17	F	155.0	158.5
17	F	156.0	158.5
17	F	157.0	158.5
17	F	158.0	158.5
17	F	159.0	158.5
17	F	160.0	158.5
17	F	161.0	158.5
17	F	162.0	158.5
17	F	1	

[illegible]



EXCEPTIONS IN TITLE COAL
 FIRST ABERCROMBIE TITLE INS.
 COMMITMENT NUMBER 2-
 EFFECTIVE DATE: SEPTEMBER
 NO SURVEY MATTERS FOR

LEGAL DESCRIPTION:
 All that tract or parcel of land lying and
 being more particularly described as follows
 To Reach the TRUE POINT OF BEGINNING
 Intersection of the north and south line of
 Right of Way of Georgia Highway number
 along said right of way a distance of 40
 the TRUE POINT OF BEGINNING: from this
 Right of Way South 81° 23' 49" East a
 pin set; thence South 06° 35' 49" East a
 double paper line; thence South 17° 14'
 to a 1/2" rebar found; thence South 42°
 feet to a 1" open top pipe found; thence
 distance of 100.10 feet to an iron pin in
 way of Georgia Highway number 5; thence
 13° 54" East a distance of 235.62 feet to
 Said tract contains 0.601 Acres (26,187

2028 HOL
 HOLLY SP

Schedule 1 – INTRODUCTION

LICENSE AGREEMENT # 180717003

Between

Synergistic Software, Inc.
608 East Hwy 78
Villa Rica, Georgia 30180

And

City of Holly Springs Police Department
3235 Holly Springs Parkway
Canton, GA 30115

City of Holly Springs Police Department, (“CLIENT”) and Synergistic Software, Inc. (“SSI”) agree that CLIENT will purchase Licensed Software from SSI, and SSI will render for CLIENT services set forth in the schedules attached hereto, for the charges shown therein, in Exhibit B.

This contract relates exclusively to CLIENT’S data processing facility. Whereas, CLIENT presently owns or will own its computer system and/or linkage hardware/software at the active address and desires SSI to provide services as set forth hereafter, and SSI desires to be engaged by CLIENT to provide such services.

Schedule 2 – TERMS & CONDITIONS

Now, therefore, in consideration of the mutual promises and covenants hereinafter contained, it is agreed as follows:

CHARGES – All charges shall be paid as set forth in the attached schedules. See Exhibit A for detailed description of Licensed Software, products, or service being delivered under this Agreement. If the terms of payment are not specified there, charges shall be paid no later than thirty (30) days after complete installation of all items listed in Schedule 1. For any later payment, CLIENT shall pay a charge computed at the rate of one and one-half percent (1.5) per month on the unpaid amounts for each calendar month (or fraction thereof) that such payments is in default.

WARRANTIES – Except as specifically set forth in this Agreement and the schedules attached hereto, SSI makes no representations or warranties, expressed or implied, including, without limitation, the warranties of merchantability, or fitness for a particular purpose. SSI shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the license program, if it is either misused and/or damaged in any respect or if CLIENT has not reported such nonconformity or defect promptly upon discovery thereof.

LIABILITY – SSI’s entire liability and CLIENT’S exclusive remedy shall be as follows:

SSI shall not be liable to CLIENT or any other person using its system for any claim or damage arising, directly or indirectly, from the furnishing of services or equipment pursuant to this Agreement or from interruption or loss or loss of use thereof, of from any other cause except as to CLIENT only for the loss resulting from gross negligence or willful misconduct of SSI and or its employees. Under no circumstances shall SSI be liable for consequential or other remote damages resulting from operations losses or other economic loss in connection with services rendered by SSI hereunder. If SSI is found to be liable, the

maximum extent of monetary damages will not exceed the monthly operational hardware and software support fees and/or charges by SSI.

SSI shall not be liable for any failure to perform its obligations under this Agreement if prevented by doing so by cause or causes beyond its control including but not limited to Acts of God, severe weather, contamination, governmental or military action or authority, accident or explosion.

It is agreed by and between SSI and CLIENT that, in the event of any failure by CLIENT to carry out an obligation set forth in this license agreement, directly or indirectly by CLIENT of any provision of this agreement monetary damages may not afford SSI an adequate remedy, and irreparable harm may be presumed. Accordingly SSI may be entitled to secure an injunction against any such breach by CLIENT.

It is agreed by and between SSI and CLIENT that, in the event of any failure by SSI to carry out an obligation set forth in this license agreement, directly or indirectly by SSI of any provision of this agreement monetary damages may not afford CLIENT an adequate remedy, and irreparable harm may be presumed. Accordingly CLIENT may be entitled to secure an injunction against any such breach by SSI.

AGREEMENT – This agreement supersedes all prior proposals, oral or written, all previous negotiations, and all other communication or understanding between SSI and CLIENT with respect to the subject matter hereof. This Agreement sets forth the sole and entire understanding between SSI and CLIENT with respect to the subject matter and may not be modified in any manner except in writing and signed by authorized representatives of both parties.

This Agreement shall be binding upon and shall insure solely to the benefit of the parties hereto and their respective successors and (to the extent specified in the assignment) assignees, and not for the benefit of any other person or legal entity. Neither CLIENT, nor SSI, shall assign the Agreement without first obtaining the prior written consent of the other, which consent shall not be unreasonably withheld.

RELATIONSHIP – The relationship between SSI and CLIENT created by this Agreement shall be that of Independent contractors, and nothing contained herein shall be construed as constituting a partnership, employer-employee relationship, joint venture or agency between SSI and CLIENT.

PROPRIETARY INFORMATION – SSI will use reasonable security measures to safeguard the secrecy of CLIENT's proprietary information to which SSI obtains access by reason of this Agreement. SSI security measures shall include, but not be limited to, appropriate secrecy agreements between SSI and its employees who may have access to CLIENT's proprietary information and CLIENT shall be considered a third party beneficiary thereto.

TRADE SECRETS – SSI's physical security system, access control system, and user's documentation are trade secrets and shall not be used or disclosed to a third party by CLIENT for any purpose other than as absolutely necessary to perform this Agreement. All documentation shall remain the property of SSI and CLIENT, by this Agreement, receives no proprietary interest therein. SSI understands that Client is a government entity subject to the Georgia Open Records Act, and County will comply with said Act. The burden shall be on SSI to follow the requirements of the Act insofar as SSI seeks to protect trade secrets or other proprietary information.

APPLICABLE LAW – This Agreement shall be governed by the laws of the State of Georgia. Should any of its provisions or portions here of be invalid under any applicable statutes or rule or law, they are to that extent to be deemed omitted. Notices to parties shall be in writing and delivered by certified mail, return receipt requested with proper postage affixed.

Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in Carroll County, Georgia, administered by the American Arbitration Association in accordance with its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, punitive damages, injunctive relief, rescission, restitution, costs and attorney's fees. The

arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section does not apply to the breach of provisions pertaining to confidentiality.

Attorneys' Fees. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

BINDING EFFECT – Each party hereto acknowledges that they or their officers have read this Agreement, understand and agree to be bound by its terms and further agree that it is the complete and exclusive statement of the Agreement between the parties relating to the subject matter of this Agreement.

SOURCE CODE – The source code for any software developed by SSI including all host and remote software is the exclusive property of SSI. In the event that SSI liquidates its business, or ceases to operate as a result of financial conditions, the source code will be escrowed at a location acceptable to CLIENT and made available to CLIENT.

ACCESS TO SYSTEMS – CLIENT shall provide SSI remote access to SSI's provided systems in a satisfactory manner to facilitate the SSI's successful fulfillment of its obligations in this Agreement. Where failure to provide satisfactory results in the inability of SSI to adequately fulfill its obligations, SSI shall not be held in any form of breach under this Agreement.

At all times, CLIENT will be provided full, unrestricted access to the system database. At no time, will information in the database be encrypted, with exception to areas required as a security feature by SSI, such as user passwords.

TECHNICAL SUPPORT SERVICES – SSI will provide technical support as necessary to SSI systems so long as CLIENT is in good standing with all SSI charges and CLIENT has an active technical support plan. Technical support will be provided on a best efforts basis and may require onsite work to be determined by SSI.

Schedule 3 – TECHNICAL SUPPORT

This Agreement is intended to be part of the attached Master Agreement made and entered into by and between CLIENT and SSI.

1. DEFINITIONS

1.1 Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below:

1.2 "Error." A programming error, logic error, or defect within the Licensed Software which causes it to operate incorrectly or otherwise not in conformity with the associated Documentation and that is reproducible by SSI from the Licensed Software delivered hereunder.

1.3 "Fix." The repair or replacement of Object Code versions of the Licensed Software to remedy an Error.

1.4 "Priority Error." An Error which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail.

1.5 "Update." A maintenance release of the Licensed Software and/or released revisions to the Licensed Software which are intended to improve efficiency or to incorporate additional or alternative functionality, such release being denoted as a Licensed Software Update by SSI in its generally published programs and policies.

1.6 "Upgrade." A new release of the Licensed Software which incorporates substantial additional or alternative functionality.

1.7 "Workaround." A change in the procedures followed or data supplied by a Licensed Software user to avoid an Error without substantially impairing use of the Licensed Software.

2. TECHNICAL SUPPORT SERVICES

2.1. Error Correction. SSI agrees to provide to CLIENT Priority Error correction services as described below, provided that CLIENT maintains an annual support fee of all purchased Software license. CLIENT must provide notice of the Priority Error sufficient for SSI to reproduce same with SSI's master copy of the Licensed Software.

2.1.1. Priority Errors. Within (1) business days of learning of a Priority Error, SSI shall assign SSI engineers to investigate and begin work to repair the Priority Error; provide CLIENT with periodic reports on the status of the corrections; and initiate work to provide SSI with a Workaround or Fix.

2.1.2. Errors. Within (3) business days of learning of an Error as determined by SSI engineers, SSI shall assign SSI engineers to investigate and begin work to repair the Error and initiate work to provide CLIENT with a Workaround or Fix.

2.1.3. SSI shall use commercially reasonable efforts to include the Fix for all Errors Identified by SSI personnel in the next regular maintenance release.

2.1.4. Errors not Caused by the Licensed Software, invalid or improper configuration. If SSI reasonably believes that a problem reported by CLIENT may not be due to an

Error in the Licensed Software, SSI will so notify CLIENT. At that time, CLIENT may (i) instruct SSI to proceed with problem determination at its possible expense as set forth below, or (ii) instruct SSI that CLIENT does not wish the problem pursued at its possible expense. If CLIENT requests that SSI proceed with problem determination at its possible expense and SSI reasonably determines that the Error was not due to an Error in the Licensed Software, SSI shall immediately stop further work and so inform CLIENT, and CLIENT shall pay SSI, at SSI's then-current consulting rates, for all work performed in connection with such determination, plus actual and reasonable expenses incurred therewith. CLIENT shall not be liable under this Section 2.1.3 for problem determination or repair to the extent that problems are due to Errors in the Licensed Software, nor shall CLIENT be liable for work performed under this Section 2.1.3 in excess of its instructions or after CLIENT has notified SSI in accordance with the terms hereof that it no longer wishes work on the problem determination to be continued at its possible expense.

- 2.2. Updates. SSI shall provide to CLIENT at no additional charge copies (by way of implementation) of every Update at the time SSI makes such Update generally available to other customers.
- 2.3. Upgrades. SSI shall continue to make available to CLIENT copies of every Upgrade pursuant to an active technical support agreement for the said product. Following the release of any Upgrade, SSI shall continue to provide technical support services only for the then-current Upgrade and the version or Upgrade immediately prior to the then-current Upgrade. Upgrades for some products may include new features, modules, and functionality. Some products may require the purchase of additional features for use.
- 2.4. Telephone Support. SSI shall provide reasonable telephone consultation with respect to the Licensed Software to CLIENT during SSI's normal business hours (8am-5pm Eastern) for system down errors all other support calls shall be billed at SSI current consulting rates. SSI will also provide non-business hours support via phone where CLIENT may contact SSI and a SSI technician will be paged with the issue.
- 2.5. Technical Contacts. CLIENT will designate one of its employees as its principal technical contact for technical issues related to this Agreement. CLIENT may change its technical contact upon giving written notice to the other party of the name of the new technical contact.
- 2.6. End-Users Support. The technical support services to be rendered by SSI hereunder shall be rendered primarily to technical contact and secondarily End-Users. Communications and transactions with End-Users shall be the sole responsibility of CLIENT.
- 2.7. Exclusions. Notwithstanding any other provisions of this Agreement to the contrary, the technical support obligations of SSI shall not apply to Errors due to any of the following: (i) misuse of the Licensed Software, (ii) unauthorized modification of the Licensed Software, (iii) failure by End-Users to utilize compatible computer and networking hardware and software, (iv) interaction with software or firmware not provided by SSI, (v) any change in applicable operating system software, or (vi) the failure of an CLIENT to allow SSI to install any Update or to maintain Upgrade levels at least to the release immediately prior to the then-current Upgrade.

ACCEPTANCE and AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Synergistic Software, Inc.
SSI

By: _____

Title: President

Date: _____

City of Holly Springs Police Department
CLIENT

By: _____

Title: _____

Date: _____

EXHIBIT A

1.0 FEES

1.1.1 The System(s) listed herein and in reference to in SSI's quotes in the following addendums for four (25) InterOp Mobile Licenses licensed to **Holly Springs Police Department**, Payment will be made by CLIENT in two (2) equal installments, with the first (1st) installment due immediately upon execution of this contract. The final payment will be issued to SSI by CLIENT after all Systems have been installed and CLIENT's staff has been sufficiently trained for use on the System.

1.1.2 Fees for the services and services described herein of the Systems, listed on Exhibit B, of this agreement shall be a one-time fee of **\$50,625 for 25 InterOp Mobile Data Solution Licenses**. Annual maintenance cost in the amount of **\$7,593** will be billed on the first anniversary of the date of installation and renew automatically each year thereafter. Client may request a copy of this contract at any time. The fees stated herein include maintenance, updates, enhancements and new features integrated into the InterOp® MOBILE and InterOp® RMS products in future releases while CLIENT maintains a current maintenance/support contract. Such fees do not include new products external to the InterOp® MOBILE or InterOp® RMS. CLIENT will be responsible for any hardware not specifically listed below, or third party software costs other than those specifically listed. SSI will make CLIENT aware of any such hardware requirements prior to the implementation of new feature sets/upgrades.

1.1.3 Installment Schedule:

Installment 1 (Due Upon Execution of this Contract) -	\$ 25,312.50
Installment 2 (Due Upon Completed Installation and Acceptance) -	\$ 25,312.50
Annual Renewal (Billed annually on the anniversary of install) -	\$ 7,593.00

1.1.4 SSI reserves the right to increase/decrease the Client's annual support fee as needed for period not specified in the Agreement. SSI agrees it will not increase the fees stated in this section 1.1.2 for the products listed in Exhibit B, section 1.1 for a period of five (5) years. SSI will provide Client with 180 days' notice prior to renewal of such intentions. Under no circumstance, shall SSI increase annual fees by the lesser of 5% of US Annual Consumer Price Index increase for that year.

EXHIBIT B

1.0 FEES

1.1 CLIENT will be responsible for any hardware or additional third party license fees, i.e. laptops, mounts, servers, thermal printers, Easy Street Draw Licenses, etc beyond what is specifically listed below as well as third party vehicle installation.

Fees for the services and products specified herein:

Purchase Fee\$50,625.00
Annual Support Fee Beginning in Year 2.....\$7,593.00

Products:

InterOp Mobile 25 Licenses	\$50,625.00
InterOp Mobile Support (Included in first year)	\$7,593.00

Start Up Costs:

1 GEARS Interface	\$0.00
1 Citation Court Interface (If possible)	\$5,000.00
1 Training/Installation/Project Management	\$1,500.00

Total Startup Costs: \$50,625.00
Total Due at Signing: \$25,312.50
Total Due at Completion: \$25,312.50

EXHIBIT C

Synergistic Software, Inc.

P.O. Box 988
608 E Hwy 78
Villa Rica, GA 30180
USA

Voice: 770-537-1500
Fax: 770-537-1589

QUOTATION

Quote Number: 3928
Quote Date: Sep 18, 2018
Page: 1

Quoted To:

City of Holly Springs
327 Holly Springs Pkwy
Holly Springs, GA 30115

Customer ID	Good Thru	Payment Terms	Sales Rep
HOLLYSPRINGS	10/18/18	Net Due	

Quantity	Item	Description	Unit Price	Amount
25.00		InterOp Mobile Data System: In-car field reporting (accidents with GPS data, incident & juvenile complaints) Purchase Price Option	2,025.00	50,625.00
1.00		In-car GCIC queries with active hit notification alerts to units logged into the system, Drivers license photo's returned with queries, GPS Mapping of units, Car-to-Car chat, E-ticketing with vehicle impound, criminal trespass warning, juvenile offender alert,		
1.00		daily officer activity report. Offender involvement/Master Name Search. *No monthly access fee for GCIC*		
1.00		Citation interface to current court & RMS software		
1.00		Interface with GEARS/State Accident Reporting software system		
1.00		Onsite Training with Followup Training as Needed	1,500.00	1,500.00
1.00		Training Discount Per Cary Reno	1,500.00	-1,500.00
1.00		24/7 software Support Maintenance Fee	7,593.00	7,593.00
1.00		-Annual Recurring Fee beginning in Year 2 Maintenance Fee Included in First year of Purchase	7,593.00	-7,593.00
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

Accepted By: _____ Date: _____ PO Number: _____

Synergistic Software, Inc.

P.O. Box 988
608 E Hwy 78
Villa Rica, GA 30180
USA

Voice: 770-537-1500
Fax: 770-537-1589

QUOTATION

Quote Number: 3928

Quote Date: Sep 18, 2018

Page: 2

Quoted To:

City of Holly Springs
327 Holly Springs Pkwy
Holly Springs, GA 30115

Customer ID	Good Thru	Payment Terms	Sales Rep
HOLLYSPRINGS	10/18/18	Net Due	

Quantity	Item	Description	Unit Price	Amount
1.00		**Additional Pricing for Easy Street Accident Diagramming Software is not included within this pricing proposal**		
Subtotal				50,625.00
Sales Tax				
TOTAL				50,625.00

Accepted By:


Steven W. Miller, Mayor

Date: October 15, 2018

PO Number:

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

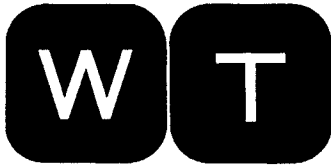
January 7, 2019

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1. DAVE RANKIN	CEDAR VALLEY	Y	
2. Felicia Johnson	3008 Holly springs		Applicant - ^{ALTAIR} sign
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.





WILLIAMS
TEUSINK

R. Lawton Jordan
Attorney at Law

404.458-4095 Direct Dial
ljordan@williamsteusink.com

January 7, 2018

Via Email (rlogan@hollyspringsga.us)

Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Re: A-03-2018/MA-07-2018 – Annexation and Rezoning Applications for tax plat 15N16 for approximately 50 acres located off of Payne Road behind Riverside subdivision (the “Applications”)

Dear Mr. Logan:

This Firm represents Apex Development Partners, LLC (the “Applicant”) in connection with the Applications.

Per the instructions of the Applicant, notice is hereby provided that the Applications are being withdrawn. Please let me know if you need any further information from me in connection with this matter.

Sincerely,

R. Lawton Jordan III, Esq.