



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, July 21, 2025 | 6:30 PM

Ryan P. Shirley, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

AGENDA

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. PRESENTATIONS

- A. Employee Service Recognitions - Five Years of Service
Briana Gannon
James Clayton
- B. Employee Service Recognition - One Year of Service
Amberly Robinette
- C. Recognition of Promotion
Lieutenant John J. Burns
- D. Recognition of Promotion
Lieutenant Scott Ryder
- E. Recognition of Promotion
Sergeant Travis Wood
- F. Recognition of Promotion
Sergeant Brandon Boyce
- G. Recognition of Graduation - Northwestern University's School of Police Staff and Command Program
Lieutenant Naveed Babar
- H. Yard of the Month

Scott and Sydney Craven

- I. Northside Hospital - Cherokee Update
Billy Hayes, CEO

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. July 7, 2025 City Council Meeting minutes

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Resolution authorizing participation in an amicus brief in the Chang V. City of Milton appeal.
- B. Easement between the City of Holly Springs, Georgia and Georgia Power Company for the underground distribution line(s) for an easement area at Marble Quarry Road, as shown in "Exhibit A", and to ratify the City Manager's signature.
- C. Proposal dated July 7, 2025, between BM&K Construction & Engineering and the City of Holly Springs, Georgia for engineering services regarding the Palm Street and Palm Street Bridge Culvert Replacement project, in an amount not to exceed \$237,150.
- D. Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".
- E. Proposal dated July 7, 2025, from Air Pro Heating & Air, for installing a new upstairs HVAC system in City Hall located at 3237 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed \$8,250.00.

IX. REPORTS

X. ADJOURNMENT

Northwestern University Center for Public Safety

School of Police Staff and Command Graduation Press Release

Lieutenant Naveed Babar has graduated from Northwestern University's Center for Public Safety.

The Holly Springs Police is pleased to announce the recent graduation of Lieutenant Naveed Babar from the School of Police Staff and Command (SPSC) at Northwestern University. Lieutenant Naveed Babar has successfully completed the ten (10) week Staff and Command program hosted by the Technical College System of Georgia DPS, Georgia, from January 13 – May 16, 2025. This program, which was implemented by the Center for Public Safety in 1983, has graduated over 21,000 students both nationally and internationally. Lieutenant Naveed Babar was a student in SPSC Class #601 which accommodated a total of 33 students for the ten week period.

The School of Police Staff and Command provides upper-level college instruction in a total of twenty-seven core blocks of instruction and additional optional blocks during each session. The major topics of study include: Leadership, Human Resources, Employee Relations, Organizational Behavior, Applied Statistics, Planning and Policy Development, Budgeting and Resource Allocation.

Each student is academically challenged through written examinations, projects, presentations and quizzes in addition to a staff study paper that are all required parts of the curriculum. Upon successful completion, students may be awarded a total of 6 units of undergraduate credit from Northwestern University in Evanston, Illinois.

The Center for Public Safety was established at Northwestern University in 1936 with the specific goal of expanding university-based education and training for the Law Enforcement Community. Since its inception, the Center has broadened its original objective and now provides a variety of courses and programs in the area of Police Training, Management Training, and Executive Development.

The Holly Springs Police anticipates a variety of benefits from Lieutenant Naveed Babar's attendance at this program. Many of the program's graduates do go on to achieve a variety of leadership positions within their respective agencies.



Presented to Holly Springs City Council | July 2025



Foundation of Excellence



2013–2023: First Decade of Growth



Milestones Achieved

- January 2024: Recognized as Atlanta's fastest-growing hospital system by revenue (400% growth – Atlanta Business Chronicle)
- July 2024: Ranked among the Top 20 Most Beautiful Hospitals in the U.S.





2024–2034 Strategic Expansion: Phase 1

2nd Hospital Entrance



New Parking Garage



New Medical Office Building



New Tower



Modernized Patient Experience



Operating Room Expansion

- Connect current OR with OP OR, adding 12 new operating rooms
- Expand Sterile Processing Department (SPD) and Emergency Room (ER)
- Move helipad atop new OR tower with direct elevator access to OR and ER

Future Growth Potential (Phase 2)

-
- Complete floors 7, 8 and 9, 10 as needed

-
- Add 2 additional Medical Office Buildings (MOBs) as demand grows

Questions

**City of Holly Springs
City Council Meeting Minutes
July 7, 2025**

Elected Officials Present: Mayor Ryan P. Shirley, Mayor Pro Tem Michael Roy Zenchuk II, Councilwoman Dee Phillips, Councilman Kyle Whitaker, Councilman Kevin Moore, Councilman Jeff Wilbur.

Elected Officials Not Present: None.

Staff Present: City Attorney Robert M. "Bobby" Dyer, Assistant City Manager/City Clerk Karen Norred, Community Development Director Nancy Moon, Assistant City Clerk/Records Manager Lou Stewart, IT/Facilities Manager Ron Carter, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Captain Mike Hales, Lieutenant Scott Ryder, Sergeant Brandon Boyce, Corporal Riley Landry, Officer Berry Wash, Officer Michael Adams, Officer Michael Stearnes, Officer Jake Tirado, and Officer Rogelio Fernandez.

I. CALL TO ORDER

Mayor Shirley called the City Council Meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Shirley led the Pledge of Allegiance.

III. INVOCATION

Mayor Pro Tem Zenchuk gave the invocation.

IV. PRESENTATIONS

- A. Recognition of Promotion
Corporal Riley Landry

V. PUBLIC COMMENTS

No public comments were made.

VI. OLD BUSINESS

VII. CONSENT AGENDA

- A. June 19, 2025 City Council Meeting minutes

Councilman Wilbur made a motion to approve the consent agenda. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

VIII. NEW BUSINESS

- A. **MA-04-2025**, applicant, Idletown Development, Inc., requests an amendment to the stipulations of rezoning case MA-07-2020 for 15.72 +/- acres located off of Palm Street, Holly Springs, GA, tax parcels 094 and 095 of tax plat 15N15 and tax parcel 082A of tax plat 15N15A.

Councilman Moore made a motion to approve Item A. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- B. **CUP-01-2025**, applicant requests a conditional use permit for a CBD and/or Tobacco Specialty Store for property located at 2271 Holly Springs Pkwy, Suite 105, Holly Springs, GA, tax parcel 026A of tax plat 15N14C.

Mayor Pro Tem Zenchuk made a motion to deny Item B. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- C. **ORD-4-2025**, amendment to the Holly Springs Zoning Ordinance, Article 2: Interpretations and Definitions to amend definitions and Article 5: District Uses and Regulations to amend permitted uses and conditional uses.

Mayor Pro Tem Zenchuk made a motion to approve Item C. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- D. Resolution for the City of Holly Springs Mayor and City Council to appoint a Member to the Cherokee County Library Board of Trustees.

Mayor Pro Tem Zenchuk made a motion to approve Item D. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- E. Seventh Amendment of Workforce Innovation and Opportunity Act (WIOA) Contract (WD2210.7) between the City of Holly Springs, Georgia and the Atlanta Regional Commission (ARC).

Councilwoman Phillips made a motion to approve Item E. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- F. Statement of Work Quote #Q-103183-1 for the implementation of the NextRequest Standard Plan, between CivicPlus, LLC and the City of Holly Springs, Georgia, in an amount not to exceed \$6,704.35.

Councilman Moore made a motion to approve Item F. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- G. Amendment to the job description for the Assistant City Clerk of the City of Holly Springs, Georgia.

Councilwoman Phillips made a motion to approve Item G. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- H. Create a job description for the Records Manager of the City of Holly Springs, Georgia.

Councilwoman Phillips made a motion to approve Item H. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- I. Quote #1092 dated June 24, 2025, from NeSmith Electric, Inc., for performing electrical installation and repairs located at 220 Stringer Road, Canton, GA 30115, in an amount not to exceed \$5,200.00 and to ratify the City Manager's signature.

Mayor Pro Tem Zenchuk made a motion to approve Item I. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- J. Proposal dated June 25, 2025, from Green Heating & Cooling, Inc., for installing a new HVAC system in the Public Safety building located at 3235 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed \$10,300.00 and to ratify the City Manager's signature.

Councilwoman Phillips made a motion to approve Item J. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- K. Proposals dated June 23, 2025 and June 20, 2025, from Green Heating & Cooling, Inc., for installing two (2) new HVAC systems in the David Cagle house located at 220 Stringer Road, Holly Springs, GA 30115, in an amount not to exceed \$14,868.00.

Councilwoman Phillips made a motion to approve Item K. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- L. Proposal #Q00017927, dated June 26, 2025, from Fire Systems, Inc., for repairing the fire suppression system in the Public Safety building located at 3235 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed \$3,829.22 and to ratify the City Manager's signature.

Mayor Pro Tem Zenchuk made a motion to approve Item L. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- M. Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".

Mayor Pro Tem Zenchuk made a motion to approve Item M. Councilwoman Phillips seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

IX. REPORTS

- A. Monthly Departmental Reports

X. ADJOURNMENT

Mayor Pro Tem Zenchuk made a motion to adjourn the meeting. Councilman Moore seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Bobby Dyer, City Attorney

MEETING DATE: July 21, 2025

AGENDA ITEM: Resolution authorizing participation in an amicus brief in the Chang V. City of Milton appeal.

EXECUTIVE SUMMARY:

Resolution authorizing participation in the amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed.

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution supporting Amicus brief in Chang v. Milton certiorari appeal

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

City Attorney
City Manager

**RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA (the “CITY”)
AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF
MILTON APPEAL PENDING BEFORE THE GEORGIA SUPREME COURT**

WHEREAS, the Chang v. Milton litigation involves a claim of liability against the City of Milton, Georgia, for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, on September 16, 2024, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 373 Ga. App. 667 (2024) (Court of Appeals ruling);

WHEREAS, on June 24, 2025, the Supreme Court of Georgia granted certiorari, Supreme Court docket number S25G0476;

WHEREAS, the Georgia Supreme Court identified three issues upon which it wanted the Parties to focus in their appellate briefing:

1. Is the design and placement of objects on a shoulder of a roadway part of the ministerial duty of a municipality to keep its “streets and sidewalks in a reasonably safe condition” or is it a governmental function? Compare Mayor, Etc., of Dalton v. Wilson, 118 Ga. 100 (44 SE 830) (1903) with Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (165 SE2d 141) (1968). See generally OCGA § 36-33-1.
2. Is the placement of a planter on the shoulder of a roadway a “defect[] in the public roads of [the municipality’s] municipal street system”? See OCGA § 32-4-93 (a).
3. For municipal immunity to be waived under the circumstances of this case, must the plaintiff show that the municipality violated its ministerial duty to keep its “streets and sidewalks in a reasonably safe condition” and that the planter on the shoulder of the roadway is a “defect[] in the public roads of [the municipality’s] municipal street system”? Please address the interplay between OCGA § 36-33-1 and OCGA § 32-4-93 (a).

WHEREAS, the CITY believes that answers to the above legal questions are of significant value to its citizens and residents;

WHEREAS, the CITY believes that Supreme Court guidance on such questions may lead to the Court of Appeals ruling being overturned

WHEREAS, the CITY believes the Court of Appeals ruling is inconsistent with existing legal precedent; and,

WHEREAS, the CITY believes that it is in the best interests of the health, welfare, and safety of its citizens that the Court of Appeals ruling be reversed and that the questions presented by the Supreme Court be answered in a way that benefits Georgia's cities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Court of Appeals ruling be reversed and that the Supreme Court's three proffered questions be answered in a way that is legally advantageous to Georgia's cities. An amicus brief so tendered may include the City's name as a participating party.

This 21st, day of July, 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 21, 2025

AGENDA ITEM: Easement between the City of Holly Springs, Georgia and Georgia Power Company for the underground distribution line(s) for an easement area at Marble Quarry Road, as shown in "Exhibit A", and to ratify the City Manager's signature.

EXECUTIVE SUMMARY:

Easement between the City of Holly Springs, Georgia and Georgia Power Company for the underground distribution line(s) for an easement area at Marble Quarry Road, as shown in "Exhibit A", and to ratify the City Manager's signature.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Georgia Power Underground Easement

RECOMMENDATION:

The staff recommendation is approval of the underground easement.

CONCURRENCES:

City Manager

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2025060176 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 11047550-GPC9596-VBS-GP171R00925
NAME OF LINE/PROJECT: HOLLY SPRINGS MARBLE QUARRY RD (CHEROKEE COUNTY) DISTRIBUTION
LINE
PARCEL NUMBER 001

STATE OF GEORGIA
CHEROKEE COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, THE CITY OF HOLLY SPRINGS, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO Box 990, Holly Springs, GA 30142, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at MARBLE QUARRY RD, CANTON, GA 30114 (Tax Parcel ID No. 15N09 080 A) in Land Lot 445, 492, Section 2 of the 15 District of Cherokee County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary

PARCEL 001 NAME OF HOLLY SPRINGS MARBLE QUARRY RD (CHEROKEE COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 001

NAME OF
LINE/PROJECT:

HOLLY SPRINGS MARBLE QUARRY RD (CHEROKEE COUNTY)
DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this 3rd day of July, 2025.

Signed, sealed and delivered in the
presence of:

THE CITY OF HOLLY SPRINGS, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA

Law Stewart
Witness

Tracey Puckett Chambers
Notary Public

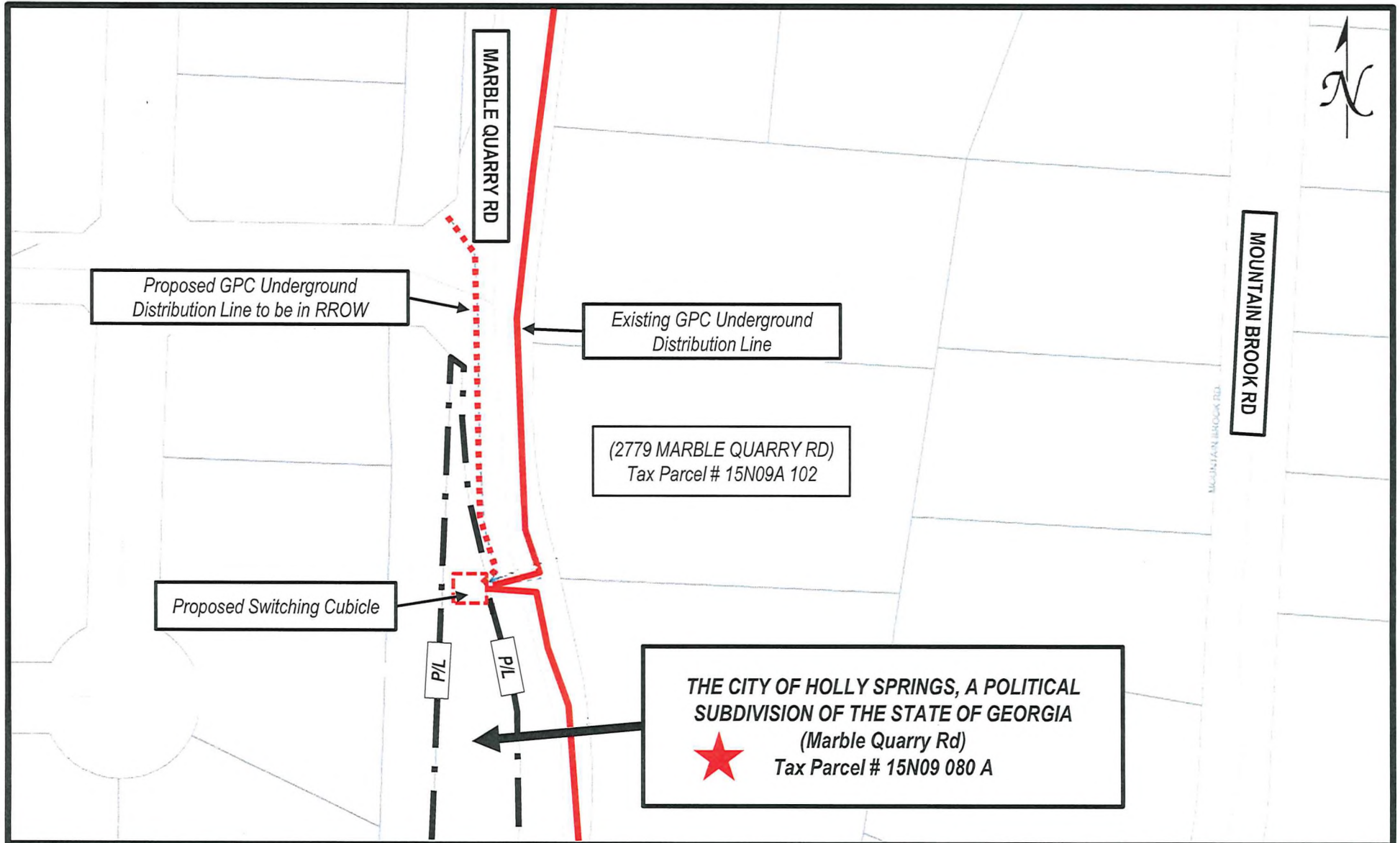
By: Robert H Logan (SEAL)
Name: Robert H Logan

Title: City manager
Attest: Karen Norred (SEAL)

Name: Karen Norred
Title: Assistant City Manager / City Clerk



Exhibit A



ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 21, 2025

AGENDA ITEM: Proposal dated July 7, 2025, between BM&K Construction & Engineering and the City of Holly Springs, Georgia for engineering services regarding the Palm Street and Palm Street Bridge Culvert Replacement project, in an amount not to exceed \$237,150.

EXECUTIVE SUMMARY:

Proposal dated July 7, 2025, between BM&K Construction & Engineering and the City of Holly Springs, Georgia for engineering services for the Palm Street and Palm Street Bridge Culvert Replacement project. The engineering services for this project are broken down into two separate tasks. Task 1 is for the Palm Street roadway design from Toonigh Creek to Palm Ridge Trace, with a total cost of \$123,200. Task 2 is for the Palm Street bridge design, with a total cost of \$113,950.

FISCAL IMPACT:

\$237,150.00 - SPLOST VI (?)

ATTACHMENTS:

1. BM&K - Engineering Proposal Palm St Bridge Replacement

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration

July 7, 2025

Mr. Robert H. Logan, City Manager
City of Holly Springs
3237 Holly Springs Pkwy
Holly Springs, GA 30115

RE: Palm Street and Palm Street Bridge Culvert Replacement Project Engineering Proposal

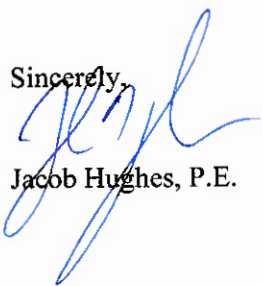
Dear Robert,

The following breakdown provides a scope of services for the above referenced project.

- **Task 1 – Palm Street Roadway Design from Toonigh Creek to Palm Ridge Trace**
 - This task will include the design of a 24' wide roadway on Palm Street. Also, includes a closed drainage system, sidewalk, and curb & gutter.
 - Surveying - \$13,850.00
 - Preliminary Engineering Design Cost - \$25,380
 - Engineering cost to coordinate Geotech, hydraulics, utilities, bridge design, and environmental - \$12,150
 - Final Engineering Design Cost - \$71,820
 - **Total Task 1 - \$123,200**
- **Task 2 – Palm Street Bridge Design Cost**
 - This will include the design to replace the existing concrete box culvert at on Palm Street at Toonigh Creek with a single span concrete bridge
 - Surveying – Included above
 - Structural Design Cost – \$51,800
 - Geotechnical Engineering - \$20,250
 - Hydraulic Design Cost - \$16,900 (Excludes FEMA Map Revisions)
 - Environmental Cost - \$25,000
 - **Total Task 2 - \$113,950**

We appreciate the opportunity to present this information for your consideration. Please give me a call if you have any questions regarding this proposal or if you need any additional information.

Sincerely,


Jacob Hughes, P.E.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

CC: Don Clerici, P.E., President BM&K

Date: July 21, 2025

P.O. Box 878, Braselton, GA 30517
phone: 706.824.0514 • fax: 706.824.0519

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: July 21, 2025

AGENDA ITEM: Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A".

EXECUTIVE SUMMARY:

Resolution declaring certain property as surplus and authorizing its sale or disposal as described in Exhibit "A"

FISCAL IMPACT:

ATTACHMENTS:

1. Surplus Property Resolution

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

City Manager

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL

WHEREAS, it has been determined that the City has no further use of these certain items; and

WHEREAS, the City Council may determine that these items are surplus property; and

WHEREAS, the fair market value, if any, is determined for the surplus property and its disposal will be for the common benefit; and,

WHEREAS, the City Manager or his designee will oversee the sale or disposal of this item; and,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Holly Springs hereby approve the surplus and authorize the sale or disposal of the items described in attached Exhibit "A".

This Resolution is adopted this 21st day of July 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit “A”

Unit	Year	Make	Model	VIN #
419	2019	Dodge	Charger	2C3CDXKT6KH726952
619	2019	Dodge	Charger	2C3CDXKT3KH726956
	2005		Utility Trailer	7003341740
		Polaris	Side-by-side	4XAWH68A392714278

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: July 21, 2025

AGENDA ITEM: Proposal dated July 7, 2025, from Air Pro Heating & Air, for installing a new upstairs HVAC system in City Hall located at 3237 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed \$8,250.00.

EXECUTIVE SUMMARY:

Proposal dated July 7, 2025, from Air Pro Heating & Air, for installing a new upstairs HVAC system in City Hall located at 3237 Holly Springs Parkway, Holly Springs, GA 30115, in an amount not to exceed \$8,250.00.

Three proposals were obtained, and Air Pro Heating & Air was the lowest one.

Air Pro Heating & Air	\$8,250.00
Green Heating & Cooling, Inc.	\$9,868.00
Brody HVAC	\$9,999.00

FISCAL IMPACT:

\$8,250.00 from General Fund.

ATTACHMENTS:

1. Air Pro H&A - 3237 Holly Springs Pkwy
2. Green H&C - 3237 Holly Springs Pkwy
3. Brody - HVAC - 3237 Holly Springs Pkwy

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration

Estimate

ADDRESS
Ron Carter
City of Holly Springs
PO Box 990
Holly Springs, GA 30142

ESTIMATE 5606
DATE 07/07/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/07/2025	installation of new heat pump and air handler Removal and disposal of old equipment and recovery of old refrigerant. Connect all duct work and mastic seal new duct connections to make airtight. Connect all low and high voltage electrical wiring. Check, test and adjust system for proper operation.	1	0.00	0.00
	Heat Pump Will install new 4 ton 14 Seer2 RunTrue by Trane Heat Pump, Air handler and Heat Strips.	1	8,250.00	8,250.00
	New Drain pan with float switch A5HP4048 A5AHC005A BAYHTR1510LUGB			
	EP4040-3 40 X 40 X 3 ENVIRO PAD	1	0.00	0.00
	Thermostat - Digital Thermostat - Digital Honeywell t6	1	0.00	0.00

Thank you for choosing Air Pro Heating & Air.

Estimates are good for 30 Days

Credit card and Debt Cards are subject to 3% fees

SUBTOTAL	8,250.00
TAX	0.00
TOTAL	\$8,250.00

Accepted By

Accepted Date

Proposal Prepared By:



Gene Fowler

-

2568 Marietta Hwy

Canton, GA 30114

Tel : 678-313-9014

gene.fowler@greenhvac.us

www.greenheatingandcooling.com

License: CN002244

Prepared For

City of Holly Springs

3237 Holly Springs Pkwy

Holly Springs, Ga 30115

Tel : 770-345-5536

rcarter@hollyspringsga.us



4 TON SYSTEM REPLACEMENT

You Invest

\$9,868

MODELS

Bryant

GH5SAN44800A

- GH5S
- Single-Stage
- Heat Pump

-10-Year Limited Warranty Upon Timely Registration

- 5 Year Limited Warranty If Not Registered

-Must Be Registered in 90 Days

Bryant

FJ4DNXC48L10

- FJ4
- Indoor
- Fan Coil

-10 Year Limited Parts Warranty with Timely Registration

-Equipment must be registered within 90 days of original installation

Included Deductions:

- Discount Bonus! (\$1,879.59)

INCLUDED SERVICES:

- We will remove and properly discard existing equipment per state, local, and federal requirements. We will render all recyclable material to the proper location. We will recover, evacuate and reclaim all refrigerant per Federal EPA guidelines. All used refrigerant will be recycled to an EPA approved recycling facility. We will rework existing gas line to new furnaces as per state and local codes. We will rework exist flue gas vent pipe to the new furnace as per state and local codes. All work will be performed to current state and local codes. We will start and commission your system to strict manufacture guidelines. The system will be precisely calibrated to meet all the manufactures specifications. We will leave our work area in a clean and orderly manner. We will clean up all of our mess leaving only when you're satisfied.
- We will alter, rework, seal, and mastic existing plenums.
- We will connect to the existing refrigerant lines.
- We will rework existing high voltage wiring to new equipment.
- Surge protection to protect your outdoor unit from power spikes.
- All required permits.
- We will rework existing condensate piping to new system.
- We will install an external filter rack.
- We will repair suction line insulation at new equipment.
- Green's first class super efficient up flow complete system installation kit.
- Water safety package. (Drain pan, water safety float shut off, and water safety in line shut off.)
- COMMERCIAL APPLICATIONS The warranty period is five (5) years on the compressor, and one (1) year on all other parts. The warranty is to the original owner only and is not available for subsequent owners.

1

Choose Your Payment Option

- ☐ Credit Card ☐ Check ☐ Cash
-

2

Choose Your Equipment Option

- ☐ 4 TON system replacement
-

3

Terms and Conditions

To read about Green Heating & Cooling, Inc. - [CLICK THIS LINK!](#)

TERMS & CONDITIONS OF AGREEMENT

1. Purchaser hereby accepts the equipment and service described above and agrees to pay Green Heating & Cooling, Inc. the price shown above.
2. All equipment and material are guaranteed by Green Heating & Cooling, Inc. to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.
4. Upon failure to pay any sums due here under, Purchaser agrees to pay Green Heating & Cooling, Inc. interest at the rate of one and one half percent (1½%) per month (annual rate of 18%) on all outstanding balances.
5. Green Heating & Cooling, Inc. shall not be liable for any default caused by events beyond its control, including but not limited to, fire,

flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.

6. Purchaser shall permit Green Heating & Cooling, Inc. reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Green Heating & Cooling, Inc. until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed severable without injury to the freehold. On any payment default by Purchaser, or if in Green Heating & Cooling, Inc.'s judgment, reasonably exercised, its equity appears to be imperiled, then, Green Heating & Cooling, Inc. may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Green Heating & Cooling, Inc. in connection therewith.

7. Once equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of Green Heating & Cooling, Inc., cost of insurance to be paid by Purchaser. Green Heating & Cooling, Inc. carries liability insurance and Worker's Compensation Insurance.

8. Green Heating & Cooling, Inc. provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.

9. There are no warranties, expressed or implied, for existing equipment, duct work, or other materials not installed by Green Heating & Cooling, Inc.

10. All warranty work will be performed during Green Heating & Cooling, Inc.'s normal working hours, 8:00AM to 5:00PM, Monday through Friday.

11. Purchaser is responsible for all costs and reasonable attorney fees incurred by Green Heating & Cooling, Inc. in connection with any action or proceeding (including arbitration and appeals) arising out of this agreement, including collection of any outstanding amounts due, whether or not suit is filed.

12. Except as provided herein Green Heating & Cooling, Inc. makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose Green Heating & Cooling, Inc. expressly disclaims all other warranties. Green Heating & Cooling, Inc.'s maximum liability here under shall consist of refunding all moneys paid to it by Purchaser here under subject to removal and return to Green Heating & Cooling, Inc. of all equipment provided here under. Under no circumstances will Green Heating & Cooling, Inc. be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided here under.

13. This agreement shall be governed and construed solely according to the internal laws of the State of Georgia, without reference to any conflicts of laws.

14. This agreement is the complete and exclusive statement of the agreement between Purchaser and Green Heating & Cooling, Inc. and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof.

Signature of Authorized Purchaser:

_____ Date _____

Payment to be made as follows: Balance on completion

Green Heating & Cooling, Inc. proposes hereby to furnish and install the equipment and materials as described above on the terms and conditions provided herein. This proposal is good for five (5) days from the date hereof, but may be accepted at any later date at the sole discretion of Green Heating & Cooling, Inc.

Signature of Authorized Representative of Green Heating & Cooling, Inc.:

_____ Date _____

City Of HS Unit # 1 replacement (upflow in attic) Bryant 4 ton Heat Pump Complete System 2024 • Date Created: 06-19-2025

4

Approve Your Proposal

Print your name

--

Draw your signature.

[Clear](#)

I accept the terms of this agreement.



Customer Name: City of Holly Springs - Ron Carter

Address: 3237 Holly Springs Pkwy

City/State/Zip: Holly Springs, GA 30115

Reference: City Hall Upstairs HVAC Replacement

Date: 05/29/2025

Phone: 7706455536 (Work)

Email: rcarter@hollyspringsga.us

Equipment To Be Installed:

HP: <u>RP14AY48AJ2NA</u>	Tons: <u>4</u>	Coil: _____	Up To SEER(2) <u>14.3</u>	AHU: <u>RH2TY4821STANNJ</u>	Aux: <u>15 KW</u>	HSPF: <u>7.8</u>
HP: _____	Tons: _____	Coil: _____	Up To SEER(2) _____	AHU: _____	Aux: _____	HSPF: _____
HP: _____	Tons: _____	Coil: _____	Up To SEER(2) _____	AHU: _____	Aux: _____	HSPF: _____
Thermostat Model: <u>Honeywell T6 Pro</u>			Air Cleaner Model: _____			

Scope
of
Work:

Brody HVAC will provide materials and labor as required to replace the air handler indoors and the heat pump unit outdoors at the above listed address. This unit serves the upstairs space of the City Hall Building.

Marked items are included in all proposals:

☒ Reclaim Old Refrigerant	☐ New Supply Air Plenum	☐ New Condensate Piping
☒ New Disconnect	☐ New Return Air Plenum	☒ Complete Start-up & System Test
☐ Low Voltage Wiring	☐ New Filter Rack	☒ Charge System To Proper Pressures
☒ High Voltage Wiring	☒ New Air Filter	☒ Clean Work Area Upon Completion
☒ New Equipment Pad	☐ New Supply Air Duct Line	☒ Remove Existing Equipment
☒ New Vibration Isolation Pads	☐ New Return Air Duct Line	☒ Labor Warranty (years) (1)
☐ New Refrigerant Lineset	☒ Duct Seal New Connections	☒ Parts Warranty (years) (1)
☐ Lineset Cover	☐ New Supply Air Registers	☒ Compressor Warranty (years) (5)
☒ Flush Existing Lineset	☐ New Return Air Grilles	☒ Proposal Valid (days) (30)
☒ Sweep, Evacuate Refrigerant System	☒ New Heat Strips	
☒ New Filter Drier	☒ New Outdoor Air Temperature Sensor	
☒ New Refrigerant	☒ New Drain Pan with Safety Switch	
☒ Digital Programmable Thermostat	☐ New Condensate Pump	

Misc
Notes:

This proposal and subsequent invoice is subject to payment terms as described at <https://brodyhvac.com/payment-terms>. By accepting this proposal, the published terms are also accepted.

Total	\$	<u>12,407.00</u>
Other Additional Discount	\$	<u>-2,408.00</u>
Other	\$	_____
Other	\$	_____
Total Amount Due	\$	<u>9,999.00</u>

[Click To Approve Proposed Agreement](#)

As Low As \$125 per month

* All proposals based upon all work being performed and completed in a professional manner using industry installation standards.
All parts/materials/labor requested by the customer that are not specifically included in proposal are subject to additional charges.

Prepared By: Chas Becker Customer Acceptance _____ Date _____