



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Thursday, September 10, 2026 | 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. Yard of the Month
Mike and Robin Duncan
- B. Employee Service Recognition - One Year of Service
Whitney Clement
- C. Employee Service Recognition - Five Years of Service
Riley Landry

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. July 20, 2026 City Council Meeting Minutes.
- B. August 17, 2026 City Council Meeting Minutes.

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. **CUP-03-2026**, applicant, Nicholas LaPinta, requests a conditional use permit for a Tattoo Establishment for property located at 2800 Holly Springs Parkway, Holly Springs, GA, tax parcel 055 of tax plat 93N00.

- B. **ORD-4-2026**, proposed text amendment to Article 14: Amendments and Zoning Procedures, 14.6 Public Notice, to amend public notice requirements.
- C. Letter of Support for First Baptist Church of Woodstock for the establishment of a collaborative partnership to support the development and implementation of a transitional supportive housing community for homeless single mothers and their children in our community and ratify the Mayor's signature.
- D. Intergovernmental Agreement between the City of Holly Springs, Georgia and the Development Authority of Cherokee County, Georgia in an amount not to exceed \$13,000 annually for three years.
- E. Award the City of Holly Springs, Georgia - Holly Springs Town Center Hardscape & Landscape Project (RFB #2026-01) to Ashford Gardeners, Inc. in an amount not to exceed \$3,062,411 and authorize the Mayor to sign the contract.
- F. Change Order #6, Retaining Wall Extension at Rear of Building — Retaining Wall and Footings to Support Structural Steel at Column A8 between Gilbane Building Company and the City of Holly Springs, Georgia for the Holly Springs City Hall (RFQ #2025-02) in an amount not to exceed \$48,442, and to ratify the signature of the City Manager.
- G. Proposal dated September 2, 2026, between LJA and the City of Holly Springs, Georgia for Right-of-Way Services regarding the Palm Street Bridge Replacement Project.
- H. Lease Agreement between Great America Bank National Association and the City of Holly Springs, Georgia for three (3) multifunction copiers/printers for a term of forty-eight months, in an amount not to exceed \$349 per month.
- I. Duplicating Products, Inc. Sales Order # 36472 Maintenance Plan for three (3) multifunction copiers/printers for a period of forty-eight months.
- J. A resolution (RES-20-2026) of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule.
- K. Addendum to i3 - Software and Services, LLC (i3) Agreement.

IX. REPORTS

- A. Monthly Departmental Reports

X. ADJOURNMENT

XI. EXECUTIVE SESSION

- A. Real Estate

City of Holly Springs
City Council Meeting Minutes
July 20, 2026
6:30 PM

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

Elected Officials Not Present: None.

Staff Present: City Attorney Robert M. "Bobby" Dyer, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Communications & External Affairs Director Erin Honea, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Captain Casey Barton, Sergeant Mike Sheehan, Detective Annie Maryska, Corporal James Hood, Corporal Michael Stearnes, Officer Jacob Tirado, Officer Rogelio Fernandez, and Officer Brandon Cantrell.

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. Yard of the Month
Inder S. Tandon and Saima Islam
- B. America 250 Commemoration Proclamation
Leigh Warren with the Daughters of the American Revolution
- C. Employee Service Recognition - One Year of Service
Jacob Tirado
- D. Government Finance Officers Association (GFOA) Distinguished Budget
Presentation Award
Denise Lamazares

V. PUBLIC COMMENTS

Mayor Pro Tem Zenchuk read the Public Participation Policy prior to public comments.

Former Mayor Steve Miller, a Holly Springs resident, gave an update on the Cagle House Youth Foundation. He spoke about various youth organizations reaching out to use the property and said his goal is to have a youth program there nightly next year.

VI. CONSENT AGENDA

A. June 23, 2026 City Council Special Called Meeting Minutes.

Councilwoman Phillips made a motion to approve the consent agenda. Councilman Wilbur seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

VII. OLD BUSINESS

None

VIII. NEW BUSINESS

A. A-03-2025, applicants, Rebecca Eadie and Suzanne Graham, request annexation of 2.6 +/- acres located off of Hembredge Road, Cherokee County, GA, tax parcel 002 of tax plat 15N14C.

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

B. MA-07-2025, applicants, Rebecca Eadie and Suzanne Graham, request rezoning of 2.6 +/- acres located off of Hembredge Road, Holly Springs, GA, tax parcel 002 of tax plat 15N14C, from GC, General Commercial (County) to GC, General Commercial (City) with staff stipulations.

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

C. A-01-2026, applicant, Jack Baltar, requests annexation of 23.68 +/- acres located off of Swan Lane, Cherokee County, GA, tax parcel 524A of tax plat 15N20.

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

- D. MA-01-2026, applicant, Jack Baltar, requests rezoning of 23.68+/- acres off of Swan Lane, Holly Springs, GA, tax parcel 524A of tax plat 15N20, from R-40, Single Family Residential Estate (County), to R-40, Single Family Residential Estate (City) with staff stipulations.

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

- E. Bond Release for Performance Bond #800199939 for Idletowne subdivision subject to the provision of the revised bond.

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

- F. Change Order #2 for the installation of an externally mounted surge protection device and 30 Amp molded case circuit breaker in the new City Hall between United Electric Company, Gilbane Building Company and the City of Holly Springs, Georgia in an amount not to exceed \$3,709 and ratify the signature of the City Manager.

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

- G. Change Order #3b for the installation of K-13 rated transformers in the new City Hall between United Electric Company, Gilbane Building Company and the City of Holly Springs, Georgia in an amount not to exceed \$6,466 and to ratify the signature of the City Manager.

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

- H. Memorial Markers Policy establishing procedures for the application, design, installation, maintenance, and removal of roadside memorial markers within City rights-of-way.

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

- I. Eagle Scout Service Project Policy establishing requirements and procedures for Eagle Scout Service Projects conducted on property owned, managed, or maintained by the City of Holly Springs, Georgia and its component units.

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

- J. Resolution for the City of Holly Springs Mayor and City Council to appoint a member to the Holly Springs Tree Commission.

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

- K. Award the Construction Demolition Contract for the Demolition - 208 Cedar Valley Court Holly Springs, GA 30115 Site Project (RFB #2026-03) to Eagle Demolition & Environmental, in an amount not to exceed \$18,500.

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

- L. Resolution to call the 2026 General Election, which will be held on November 3rd, and to set the qualifying dates as August 17–19, 2026.

Mayor Pro Tem Zenchuk II made a motion to defer this item L. to a Special Called Meeting on July 30th 2026. Councilman Whitaker seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

IX. REPORTS

None

X. ADJOURNMENT

Councilwoman Phillips made a motion to adjourn the meeting and move into executive session for the purpose of Litigation and Real Estate. Mayor Pro Tem Zenchuk II seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

XI. EXECUTIVE SESSION

- A. Litigation
B. Real Estate

Respectfully submitted.

Attest:

Ryan P. Shirley, Mayor

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Meeting Minutes
August 17, 2026
6:30 PM**

Elected Officials Present: Mayor Ryan P. Shirley, Councilman Kyle Whitaker, Councilman Jeff Wilbur, Councilman Kevin Moore, and Councilwoman Dee Phillips.

Elected Officials Not Present: Mayor Pro Tem Michael Zenchuk II.

Staff Present: Jeff Rusbridge with the City Attorney's Office, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Chief Tommy Keheley, and Deputy Chief Greg Clyburn.

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

Councilwoman Phillips gave the invocation.

IV. PRESENTATIONS

- A. Yard of the Month
Kenneth B. and Lindsey M. Gearhart
- B. Employee Service Recognition - Ten Years of Service
Donna Sanders

V. PUBLIC COMMENTS

None.

VI. CONSENT AGENDA

None.

VII. OLD BUSINESS

None.

VIII. NEW BUSINESS

- A. **MA-02-2026**, applicant, Roy Cain, requests rezoning of 0.37 +/- acres located off of Hickory Road, Holly Springs, GA, tax parcel 379 of tax plat 15N20 from R-40, Single Family Residential Estate, to NC, Neighborhood Commercial with staff stipulations.

Councilman Whitaker made a motion to approve Item A. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- B. Change Order #5, Brick Ledge Adjustments — Revised Concrete Rebar, Formwork, and Steel Baseplate Detailing between Gilbane Building Company and the City of Holly Springs, Georgia for the Holly Springs City Hall (RFQ #2025-02) in an amount not to exceed \$36,173, and to ratify the signature of the City Manager.

Councilwoman Phillips made a motion to approve Item B. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- C. Change Order #10 — Amphitheatre trim work, interchangeable keyed cores, surface-mounted Knox Box, painting, and clear coat sealer on the stage divider wall between Reeves + Young and the City of Holly Springs, Georgia for the Holly Springs Amphitheatre (RFQ # 2025-01) in an amount not to exceed \$7,200, and to ratify the signature of the City Manager.

Councilwoman Phillips made a motion to approve Item C. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- D. Change Order #11 — Underground Plumbing and Restroom Plumbing Fixture Revisions between Reeves + Young and the City of Holly Springs, Georgia for the Holly Springs Amphitheatre (RFQ #2025-01) in an amount not to exceed \$15,684, and to ratify the signature of the City Manager.

Councilwoman Phillips made a motion to approve Item D. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- E. Proposed Two-Hour Depot Rental Rate.

Councilman Moore made a motion to approve Item E. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- F. Ordinance to set the 2026 Millage Rate of 4.993 mills.

Councilwoman Phillips made a motion to approve Item F. Councilman Moore seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

IX. REPORTS

A. Monthly Departmental Reports

X. ADJOURNMENT

Councilman Whitaker made a motion to adjourn the meeting and move into executive session for the purpose of Litigation and Real Estate. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

XI. EXECUTIVE SESSION

A. Litigation

B. Real Estate

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 10, 2026

AGENDA ITEM: CUP-03-2026, applicant, Nicholas LaPinta, requests a conditional use permit for a Tattoo Establishment for property located at 2800 Holly Springs Parkway, Holly Springs, GA, tax parcel 055 of tax plat 93N00.

EXECUTIVE SUMMARY:

Nicholas LaPinta, applicant, requests a conditional use permit for a Tattoo Establishment for property located at 2800 Holly Springs Parkway, Holly Springs, GA, tax parcel 055 of tax plat 93N00. Per the Holly Springs Zoning Ordinance, this use may be permitted as a conditional use in the GC, General Commercial, zoning district under the following parameters:

5.4-41 Tattoo Parlors and Body Piercing Establishments. *Tattoo Parlors are establishments that provide services, which create an indelible mark or figure, fixed upon the body by insertion of pigment under the skin or by production of scars. Body Piercing Establishments are establishments that engage in the perforation or penetration of the human anatomy with a needle or similar instruments to insert various ornamental objects. The purpose of this Section is to mitigate the negative effects of loitering, criminal activities, and other negative effects associated with such establishments, to promote diverse economic uses, and to ensure compatibility with adjacent uses and surrounding neighborhoods and businesses. In addition to an application for a conditional use permit, the applicant shall submit evidence sufficient to demonstrate compliance, and at all times thereafter remain compliant with the following standards:*

- a. Tattoo Parlors and Body Piercing Establishments may exist in planned shopping centers or multi-tenant buildings.*
- b. Tattoo Parlors and Body Piercing Establishments shall not occupy a suite of less than 1,000 aggregate square feet in a shopping center or multi-tenant building. **The square footage of the suite that is proposed to be occupied by this business is 1,750 square feet.***
- c. Free standing buildings containing Tattoo Parlors and Body Piercing Establishments, shall be situated on a parcel of no less than 0.75 acre. **N/A***
- d. Tattoo Parlors and Body Piercing Establishments shall be the single tenant located in a free-standing building, containing no less than 2,500 square feet of heated space with*

*all facades constructed entirely of either brick, stone, shake, or a combination thereof. **N/A***

- e. *The applicant shall provide evidence of all requisite professional and other licenses required under state and local laws. **Applicant licensing is included in the packet.***

Planning Commission Recommendation

The Planning Commission conducted a public hearing for this case on August 13, 2026. No public comments were submitted at the meeting. The Planning Commission voted to recommend denial of the application (4-0).

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Location Map
2. Survey
3. CUP-03-2026 Staff Analysis
4. Conditional Use Permit Application and Attachment B
5. Department of Public Health Certificates

RECOMMENDATION:

The staff recommendation is denial of the conditional use permit request.

CONCURRENCES:

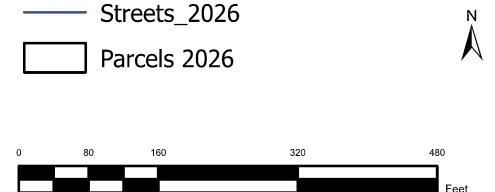
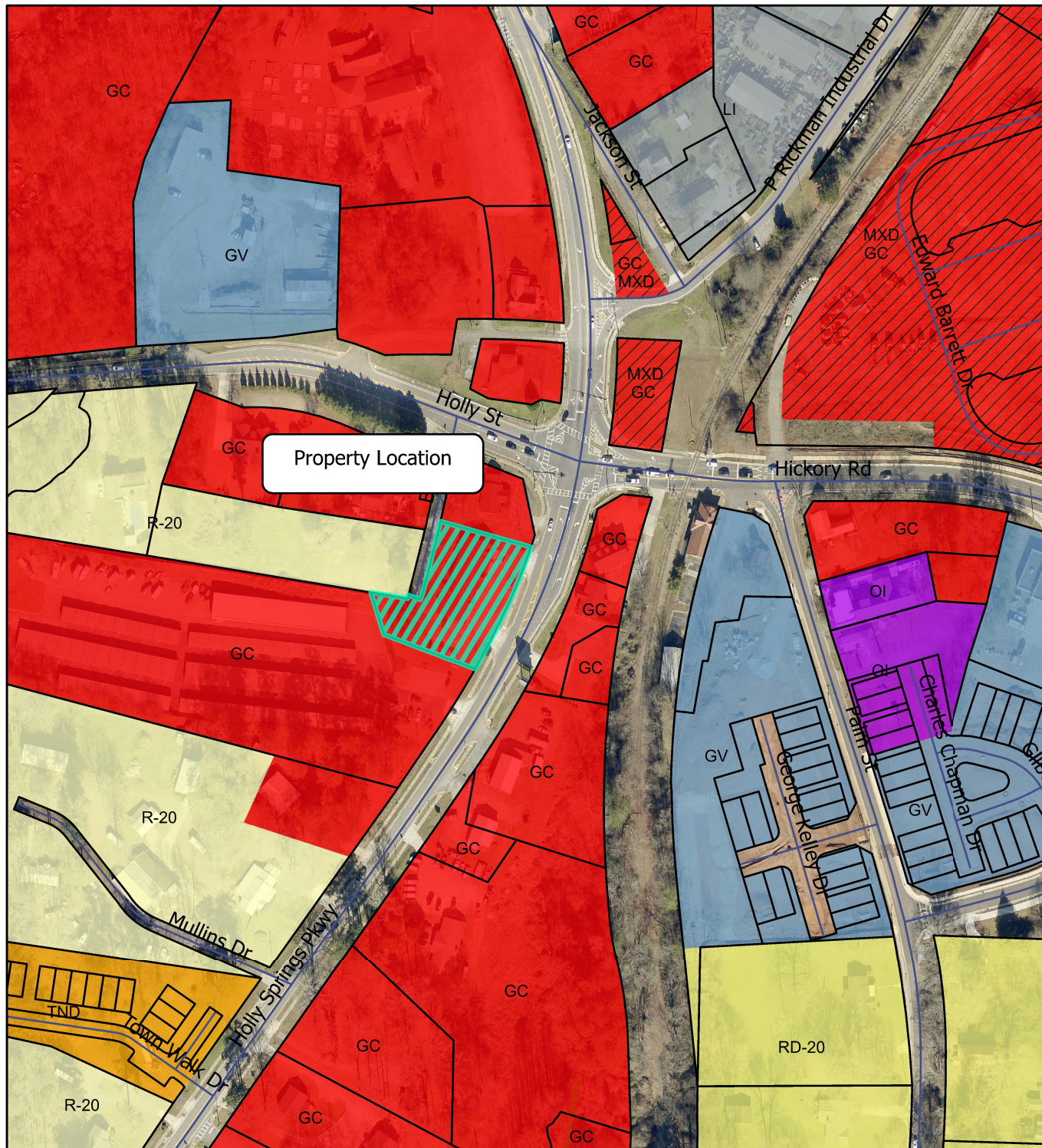
City Manager

CUP-03-2026 Location Map

Legend

ZONING

- AG- Agricultural
- R-80- Estate Residential
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development
- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV- Governmental
- LI- Light Industrial
- MXD- Mixed Use Overlay
- Streets_2026
- Parcels_2026



Staff Analysis

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	NORTH:	Commercial
SOUTH:	GC	SOUTH:	Self-storage
EAST:	GC	EAST:	Insurance
WEST:	GC R-20	WEST:	Office Undeveloped

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 commercial and office space, as well as self-storage, Holly Springs Train Depot, and is located within the Town Center Model Zoning District.

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

The property is located within the Town Center and the business would be occupying an existing suite within a commercial building.

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

The zoning is not being changed, only the allowance of a specific use.

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 proposed use will not significantly impact public facilities, utilities, public safety or schools.

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

The Future Development Map identifies this property with the character area of Town Center. This character area consists of a compact area corresponding with the City's downtown. Acceptable uses include residences, businesses, offices, civic buildings and uses, entertainment space, institutional, and mixed-use developments. In addition, this character area is proposed to incorporate redevelopment and revitalization objectives of a compact, pedestrian-friendly downtown. Within this character area,

participation of other agencies such as the Downtown Development Authority, and/or the Planning and Zoning Commission will be required in terms of development planning.

Application: Holly Springs Town Center

Primary Future Land Uses: Mix of uses including commercial, office, government, residential, and park.

Zoning Districts: PD-C, NC, GC, OI, GV, MXD-1, MXD-2

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 is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Commercial Uses.** Use the character areas and the Future Development Map (FDM) to guide commercial growth and expansion for office/institutional, general commercial, and industrial opportunities. (9.1, #1)
- b) **Commercial-Less Intense Uses.** Encourage the expansion of neighborhood commercial and office/institutional development containing compatible and complimentary uses that do not detract from the city's established residential areas. (9.1, #2)
- c) **Land Use Decisions.** Use the Future Development Map (FDM) as a guide when making land use decisions (map amendment requests) and reviewing other development proposals. (9.1, #22)
- d) **Small Businesses.** Promote the development of small businesses in the City. (9.3, #9)

However, it is not in full compliance with the following policies:

- a) **Conditional Uses.** Continue to regulate the designated conditional uses, to protect the health, safety, welfare, natural environment, and character of the City of Holly Springs. Revise and expand conditional uses in the future as determined by Mayor and Council. (9.1, #13).
 - b) **Desirable Businesses.** Encourage the location of additional service-oriented businesses, such as doctors, accountants, attorneys and other small practitioners, especially in the town center. (9.3, #2)
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?

No additional development is expected for this property at this time. The business is proposed to occupy an existing suite.

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 Town Center is in the process of developing with more professional service-oriented businesses indicated for its development. A tattoo establishment does not fit well within these parameters.

CONDITIONAL USE PERMIT APPLICATION (May or may not include Concurrent Rezoning)

Property Information			
PRESENT ZONING DISTRICT(S) GC		REQUESTED ZONING DISTRICT GC	COUNTY ANNEXATION/ COUNTY ZONING DISTRICT NA
REQUESTED CONDITIONAL USE(S) Conditional Use for a Tattoo Shop Business	MAP NUMBER 93N00	PARCEL NUMBER(S) 055-R	MAP AND PARCEL NUMBERS CAN BE FOUND ON YOUR PROPERTY TAX STATEMENT
LAND LOT(S) 344	DISTRICT(S) 15		SECTION(S) 2
ACREAGE 1	SEWAGE DISPOSAL TYPE Septic Tank		UTILITIES AVAILABLE water power gas
DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: Tattoo Shop at the property of 2800 Holly Springs PKWY.			

Application Information
(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? There are no restrictions known that prohibit a tattoo shop from moving in.
(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? There are no known reasons for a tattoo shop to affect nearby or adjacent properties and businesses.
(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? A Tattoo Shop has no know affect and/or need to change zoning or affect the current zoning.
(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? There are no known reasons why a Tattoo Shop will be considered excessive or burdensome to any of the above listed concerns.
(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)? A Tattoo Shop has no affect of any know policies or FLUM plans.
(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? Hell Yeah Tattoo is concurrent with all know plans and agendas publicly posted by the City of Holly Springs.
(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? Hell Yeah Tattoo has no known reason to impact any of the above listed.
(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? There are no known reasons that Hell Yeah Tattoo will affect the future development of the standing property or nearby and adjacent properties or businesses.

Complete the following section, if applicable.			
Residential			
Minimum house size: sq. ft	Exterior façade:	Maximum number of units:	Anticipated start date:
Anticipated completion date:			
Commercial			
Number of buildings:	Maximum square footage: sq. ft.	Number of stories:	Total number of employees:
Exterior facade:	Anticipated start date:		Anticipated completion date:
ATTACHMENT A			

DISCLOSURE			
Must be completed by applicant, all owners, and any other person wishing to speak at the public hearing, i.e., engineer, surveyor, etc...			
A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?			
☐ Yes ☒ No			
B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?			
☐ Yes ☒ No			
C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?			
☐ Yes ☒ No			
D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating \$250.00 or more?			
☐ Yes ☒ No			
If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:			
Public Official's Name:	Official Position:	Dollar Amount of Contribution:	Description of Contribution:
Date of Contribution:			
If you have made more than one campaign contribution, please add an additional Info which lists the above details of each campaign contribution.		Additional info	
Date	Name Printed	Signature  Signed by Del Creviston 06/19/2026, 11:45:43 AM EDT	

ATTACHMENT B

For Conditional Use Permit Requests, please answer the following questions.

1. Please verify that the proposed use complies with all of the additional stipulations by use, if any, as set forth by Section 5.4, Article 5.

Yes, our business, Hell Yeah Tattoo, as well as 2800 Holly Springs PKWY meet all requirements set forth by the City Hall of Holly Springs.

2. State the proposed business name, brand, flag, and/or franchise.

Hell Yeah Tattoo

3. Explain in detail what services the proposed conditional use business will provide.

Hell Yeah offers permanent body art tattoos.

4. Has a business plan or model been completed for this proposed conditional use business?

Hell Yeah Tattoo is already an established tattoo shop of 4 years in Woodstock, GA.

5. Why was this specific location chosen for this proposed establishment?

Tattoo, Hair, Nails, and other beauty businesses follow many similar DPH/OSHA regulations. Not only that, we all follow similar building and marketing requirements for growth of our business. Considering the location applied for is currently an established hair and nail salon, it met all the requirements (set by myself) for the long term growth in my business. Including location, available space for growth, proximity to high traffic downtown areas.

6. What is the projected date that the proposed conditional use business will open?

Sept 1, 2026

7. How many employees are expected to work at the proposed conditional use business?

4 currently active employees, potentially a tattoo of 6 with future growth.

8. What are the expected hours of operation for the proposed conditional use business?

-Tuesday - Saturday, 12:30 PM - 7:00 PM are our open hours. (However artists are welcome to come in early, stay late, or come in on off days to accommodate client's schedules.)

9. What licensing requirements, if any, are mandated by the state for this business to operate? Do the proprietors of this business already possess these credentials?

Artist License, BBP/First-Aid, Cross Contamination certs, and Business License. We possess all required license.

10. Does the proposed conditional use business conform with the nearby uses already in existence?

Yes, Hell Yeah Tattoo conforms with all known uses in existence.

11. Was a feasibility study conducted that provides evidence that the local market demands such a business use? Or is such a study available?

There are no known official studies published. However, after personal research has been conducted through local platforms, ex. Facebook's Cherokee Connect Page, a daily search is posted looking for "local artists and tattoo shops". We also have found a trend of local small businesses, and artistic natured businesses are established within the city of Holly Springs and leading all the way into Downtown Woodstock.

12. Will the proposed conditional use business create a nuisance or disturbance to nearby or adjacent properties?

We are a professional establishment. I have worked every hard, over the past 18 years, to combat the stereotypes of tattoo shops. We are not a "gang bangers and bikers" establishment. To answer the question; No, nothing of my business will cause any disturbance to neighboring tenants or surrounding local businesses or properties.

13. Is the proposed conditional use business a service that is similar or will overlap a nearby establishment already in existence?

No, we are quite excited to be Holly Springs first Tattoo Shop.

14. Will the services provided by the proposed conditional use business complement and correspondent well with the intended character of the respective zoning district area?

Yes, I believe bringing in a Tattoo Shop to the area will compliment many of the surrounding businesses.

15. Will the business have adequate facilities and parking to accommodate the proposed use?

Yes, 2800 Holly Springs PKWY provides ample space for parking to accommodate our staff, clientele, as well as leaving adequate spacing for the neighboring tenants.

16. If in the Neighborhood Commercial District (NC), could nearby neighborhood residents and local pedestrians be expected to frequent this proposed business establishment without the use of an automobile?

Not applicable



Body Artist Certification

2082

(Certificate Number)

06/30/2027

(Expiration Date)

This certification is hereby granted to

Nicholas LaPinta

(Artist Name)

to practice

Tattooing

(Type of Body Art Procedures)

in conjunction with a permitted Body Art Studio.

This certification signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.G.G.A. 31-40-1 et seq. and is valid until the permit is revoked, suspended, or expires.

GALEN C. BAXTER, REHS
STATE DIRECTOR, ENVIRONMENTAL HEALTH SECTION

KATHLEEN E. TOOMEY, M.D., M.P.H.
COMMISSIONER & STATE HEALTH OFFICER

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE DEPARTMENT



Body Art Studio Permit

May 09, 2024

(Date Issued)

BAP-028-000070

(Permit Number)

A PERMIT IS HEREBY GRANTED TO

Nick LaPinta

(Permit Holder)

to maintain and operate a studio that does

Tattooing

(Type of Body Art Procedures)

Hell Yeah Tattoo

(Name of Body Art Facility)

6478 PUTNAM FORD DR STE 204 WOODSTOCK, GA 30189

Cherokee

Located at:

(Street, Highway, or RFD) (City or Town) (Zip Code)

(County)

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.G.G.A. 31-40-1 et seq. and is valid until the permit is suspended or revoked.

Issuing Official for County Board of Health

KATHLEEN E. TOOMEY, M.D., M.P.H.
COMMISSIONER & STATE HEALTH OFFICER

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY



Body Art Establishment Inspection Report

Establishment Name: Hell Yeah Tattoo

Address: 6478 Putnam Ford DR STE 204

City: WOODSTOCK

Owner/Operator: Nick LaPinta

Inspection Date: 05/13/2026

Time In: 3:00 PM

Time Out: 4:30 PM

Facility Permit #: BAP-028-000070

Select Specialties:

- ☒ Tattooing
☐ Piercing
☐ Microblading

Purpose of Inspection:

- ☐ Construction
☐ Permit
☒ Routine
☐ Follow-up
☐ Temporary

Number of Artist Working During Inspection: 2

Last Score	Grade	Date
93	A	09/26/2025

95

A

SCORING AND GRADING A=90-100 B=80-89 C=70-79 U<70

Critical Items and Public Health Interventions

(Mark designated compliance status (N, OUT, Not Observed or Not Applicable) for each numbered item. For items marked OUT, mark COS if required and/or R for each item as applicable)

Compliance Status				COS		R	Points
IN	OUT	NA					
1	☒	☐	Body Artist: Certified/Permitted Artist Performing Procedures	☐	☐		5
2	☒	☐	Health: Affected Artist/Employees Restricted; No Exposed Infectious Lesions on Hands and Arms	☐	☐		5
3	☒	☐	Hygiene: Aseptic Technique Practiced, Proper Handwashing and Personal Cleanliness	☐	☐		5
4	☒	☐	Hand Washing Facilities: Available, Accessible and Stocked for Use	☐	☐		5
5	☒	☐	Hot/Cold Running Potable Water Under Pressure in All Required Locations; Approved Emergency Procedure Followed, No Cross Connection	☐	☐		5
6	☒	☐	No Prohibited Procedures/Restrictions Performed	☐	☐		5
7	☒	☐	Sterile Instruments Properly Handled; Sterilized Packaging Not Compromised or Contaminated and Expiration Date Not Exceeded	☐	☐		5
8	☒	☐	No Re-use of Single-Use Articles	☐	☐		5
9	☒	☐	Sterilized Single-Use Needles Used, Opened in Front of Client	☐	☐		5
10	☒	☐	Work Areas Equipped and Stocked as Required	☐	☐		5
11	☒	☐	Toxic Items Properly Stored, Labeled, and Used	☐	☐		5
12	☐	☐	☒ Autoclave Maintained and Provided; Written Emergency Procedures Established and Approved	☐	☐		5
13	☐	☐	☒ Frequency of Spore Testing Met; Record Maintained	☐	☐		5

Establishment Operations, Maintenance and Procedures

Compliance Status				COS		R	Points
AREA	OUT	NA	NO				
DOCUMENTATION	14	☐	☐	Current Certification, Permit and Inspection Posted; Copy of Rules on Site	☐	☐	1
	15	☐	☐	Body Artist Files: Maintained and Available	☐	☐	2
	16	☐	☐	Military Service Disqualification Warning Sign Posted	☐	☐	1
	17	☐	☐	Standard Operating Procedures: Maintained, Written	☐	☐	1
	18	☒	☐	Client Files: Available, Complete, and Properly Retained	☐	☒	2
	19	☐	☐	Body Art After Care Instructions: Provided, Written and Appropriate	☐	☐	2
EQUIPMENT	20	☐	☒	Cleaning Room: Separate, Equipped, Clean and in Good Repair	☐	☐	2
	21	☐	☐	Equipment, Instruments, Supplies: Properly, Stored, and Repaired	☐	☐	1
	22	☐	☒	Ultrasonic Cleaner: Provided, Maintained and Cleaning Procedures Available	☐	☐	2
	23	☐	☐	Single Use Articles: Properly Used and Stored	☐	☐	1
	24	☒	☐	Dyes and Pigments: Designed and Manufactured for Body Art, Labeled, Sterile Water Used, Single-Use Cups Used	☐	☐	2
	25	☐	☐	Tattoo Equipment: Covered, Protective Barrier Used	☐	☐	1
	26	☐	☐	Tattoo/Piercing Instruments and Piercing Jewelry: Approved, Good Condition, Suitable for Use	☐	☐	2
WORK AREA AND PROCESS	27	☐	☒	Universal Precautions: Observed and Followed	☐	☐	1
	28	☐	☒	Proper Disinfection Procedures: Followed, Appropriate Disinfectant Used	☐	☐	1
	29	☐	☐	Work Area: Separated, Means of Privacy	☐	☐	2
	30	☐	☒	Proper Body Area Preparation: Tattooing, Piercing, Microblading	☐	☐	1
PREMISES	31	☐	☐	Floors, Walls, Ceilings, Lighting: Constructed, Clean, Good Repair, Installed	☐	☐	1
	32	☐	☐	Toilet Facilities: Clean, Good Repair, Supplied	☐	☐	1
	33	☐	☐	Furnishing Clean and Maintained	☐	☐	1
	34	☐	☐	Premises Clean and Only Necessary Articles, Repaired: Prevent Pest; Harborage and Entrance	☐	☐	1
	35	☐	☐	Service Sink Provided	☐	☐	1
WASTE AND OTHER	36	☐	☐	Sharps Container: Proper Marking, Storage, and Disposal	☐	☐	2
	37	☐	☐	Contaminated Waste: Proper Labeling, Storage and Disposal	☐	☐	1
	38	☒	☐	Solid Waste Containers: Clean, Durable, Maintained	☐	☐	1
	39	☐	☐	Other Violations of the Chapter	☐	☐	1

See addendum sheet for any additional observations, corrective actions, and notes

Person in Charge (Signature)
(Print) Zoe Conley

Date: 05/13/2026

EH Specialist (Signature)
Date: 05/13/2026

Follow-up Inspection
Required: ☐ YES ☒ NO

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Nancy Moon, Community Development Director

MEETING DATE: September 10, 2026

AGENDA ITEM: ORD-4-2026, proposed text amendment to Article 14: Amendments and Zoning Procedures, 14.6 Public Notice, to amend public notice requirements.

EXECUTIVE SUMMARY:

A few years ago, the State of Georgia amended the code section concerning notice requirements for variance requests. The statute stated a 30-day notice for advertising purposes. The City amended the zoning ordinance to reflect this 30-day notice period; however, the state changed it back to a minimum of 15 days in advance of the hearing date (O.C.G.A. § 36-66-4). The City chose, at that time, not to change it back to 15, but to leave it at 30 days. This 30-day notice period has presented issues when an application is tabled because, in many instances, it results in the application not being able to be heard until two months later instead of the next meeting date in order to meet the notice requirements. This amendment seeks to change the public notice period back to a 15-day minimum in advance of the meeting date and is as follows:

Article 14: Amendments and Zoning Procedures

14.6 Public Notice

14.6-1 At least ~~thirty (30)~~ fifteen (15), but not more than forty-five (45) days, prior to the date of any hearing before the Planning and Zoning Commission, there shall be published within a newspaper of general circulation with Cherokee County, a notice of the hearing.

14.6-4 A sign containing information required by the Zoning Ordinance of the City of Holly Springs and the rules of procedure shall be placed on the property not less than ~~thirty (30)~~ fifteen (15) days prior to the date of the scheduled hearing.

Planning Commission Recommendation

The Planning Commission conducted a public hearing for this item on August 13, 2026. No public comments were submitted at the meeting. The Planning Commission voted to recommend approval of the text amendment (4-0).

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. ORD-4-2026

RECOMMENDATION:

The staff recommendation is approval of the ORD-4-2026.

CONCURRENCES:

City Manager

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, AMENDMENTS AND ZONING PROCEDURES, ARTICLE 14, OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Council of the City of Holly Springs hereby ordains that:

Section 1. That Article 14: Amendments and Zoning Procedures, Sections 14.6-1 and 14.6-4 of the Holly Springs Zoning Ordinance, be deleted in their entirety and replaced as follows:

14.6 Public Notice

14.6-1 At least fifteen (15), but not more than forty-five (45) days, prior to the date of any hearing before the Planning and Zoning Commission, there shall be published within a newspaper of general circulation with Cherokee County, a notice of the hearing.

14.6-4 A sign containing information required by the Zoning Ordinance of the City of Holly Springs and the rules of procedure shall be placed on the property not less than fifteen (15) days prior to the date of the scheduled hearing.

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid. It is hereby declared to be the intent of the City Council to provide for separable and divisible parts and he does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 3. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 10th day of September, 2026.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 10, 2026

AGENDA ITEM: Letter of Support for First Baptist Church of Woodstock for the establishment of a collaborative partnership to support the development and implementation of a transitional supportive housing community for homeless single mothers and their children in our community and ratify the Mayor's signature.

EXECUTIVE SUMMARY:

First Baptist Church of Woodstock (FBC Woodstock) plans to build a small town home development in our community to provide safe, stable housing combined with comprehensive support services that promotes long-term self-sufficiency and reduces homelessness in Cherokee County. The initiative will provide transitional supportive housing for homeless single mothers and their children. FBC Woodstock has submitted an application for grant funding from the Georgia Department of Community Affairs (DCA) to assist in the construction of the project. The City of Holly Springs has committed to grant a ten percent (10%) reduction in permit fees for the construction of this project. In addition, Mayor Shirley has agreed to serve as a liaison between the City of Holly Springs and First Baptist Church of Woodstock to fast track the plan review and permitting process.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. FBC Woodstock LOS

RECOMMENDATION:

The staff recommendation is approval of the letter of support for FBC Woodstock.

CONCURRENCES:

Finance and Administration



Mayor
Ryan P. Shirley

City Attorney
Robert M. Dyer

Council Members
Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael R. Zenchuk II

City Manager
Robert H. Logan

**Assistant City
Manager/City Clerk**
Karen Norred

August 18, 2026

To Whom It May Concern:

On behalf of the City of Holly Springs, I am proud to express strong support for the housing initiative proposed by the First Baptist Church of Woodstock.

This project represents a meaningful investment in the future of our community. By providing safe, stable housing for single mothers and their children, along with access to childcare, education, and employment opportunities, this initiative addresses both immediate needs and long-term outcomes.

The project has received strong local support and aligns with our community's commitment to thoughtful, compassionate growth. Its location near local schools and employment centers makes it uniquely positioned to help families succeed.

We value our partnership with First Baptist Church of Woodstock and their demonstrated commitment to serving the most vulnerable members of our community. We believe this project will have a lasting and positive impact on Holly Springs and the surrounding area.

The City Council and I have also committed to grant a ten percent (10%) reduction in permit fees for the construction of this project. In addition, I have agreed to serve as a liaison between the City of Holly Springs and First Baptist Church of Woodstock to fast track the plan review and permitting process.

We strongly support this application and encourage its approval.

Sincerely,

Ryan P. Shirley
Mayor

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 10, 2026

AGENDA ITEM: Intergovernmental Agreement between the City of Holly Springs, Georgia and the Development Authority of Cherokee County, Georgia in an amount not to exceed \$13,000 annually for three years.

EXECUTIVE SUMMARY:

The Development Authority of Cherokee County, Georgia, through the Cherokee Office of Economic Development (COED) submitted a renewal request to the City of Holly Springs, Georgia for the Intergovernmental Funding Agreement. The Agreement requires an annual payment of \$13,000 for a period of three years. The annual payments are due on June 30th of 2027, 2028, and 2029. The annual funding includes a \$10,000 payment to COED for operations and a \$3,000 payment to COED for the renewal of online geographic information system (GIS) site selection software to locate and analyze prospective commercial properties.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

\$13,000 per year for a period of three years

ATTACHMENTS:

1. COED IGA Funding Agreement

RECOMMENDATION:

The staff recommendation is approval of the Intergovernmental Agreement (IGA).

CONCURRENCES:

Finance and Administration

INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT

This INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT (hereinafter "Agreement") is entered into by and between the DEVELOPMENT AUTHORITY OF CHEROKEE COUNTY, a Georgia public body corporate and politic (hereinafter "DACC") and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter "Holly Springs"), with all said entities existing under the laws of the State of Georgia (with said entities collectively being referred as "the Parties").

WHEREAS, the DACC operates the Cherokee Office of Economic Development (hereinafter "COED") which exists to promote economic development in Cherokee County by aiding in the expansion of existing industry and through the attraction of new investment and quality employment opportunities; and

WHEREAS, Holly Springs desires to provide funding to DACC for operations of the COED on an annual basis to assist COED with achieving its stated goals of improving economic development in Cherokee County, Georgia; and

WHEREAS, the Parties desire to enter into this Agreement to identify the financial obligations that Holly Springs will commit to provide annual funding to DACC for operations of the COED; and

NOW, THEREFORE, AND IN CONSIDERATION of the premises and the mutual covenants contained herein and the benefits to be derived from here, the Parties do hereby agree as follows:

1. Responsibilities of DACC. DACC agrees to continue to work toward its stated mission of promoting economic development in Cherokee County by continuing to house and staff the COED to aid in the expansion of existing industry and through the attraction of new investment and quality employment opportunities. DACC further agrees that the COED shall cooperate and work with Holly Springs pursuant to this Agreement on various projects that may arise throughout the Term of such Agreement. At a minimum, COED shall meet and present informational statistics to Holly Springs pursuant to this Agreement at least once per calendar year to discuss the work being performed by COED. In addition, DACC shall ensure that COED provides reports, updates, and other information to Holly Springs at other times throughout the Term of this Agreement upon request by Holly Springs. COED shall further provide an enhanced level of GIS service to Holly Springs hereto, which shall include sites/building searches, development assistance, real estate options, and demographic reports.
2. Responsibilities of Holly Springs hereby agrees to provide a lump sum annual payment to DACC earmarked for operation of COED for each year during the Term of this Agreement. Such payments shall be in the following amounts:

Governing Jurisdiction	Annual Funding Amount	Annual Due Date
Holly Springs	\$10,000 (+\$3,000 Annual COED GIS Contribution)	June 30th of each year

DACC shall provide Holly Springs with an invoice thirty (30) days prior to such payment being due. Payments may be submitted to DACC via check or electronic transfer.

3. Term. This Agreement shall have an effective date as of July 1, 2026, and shall continue in full force and effect for a period of three (3) years.
4. Termination of Agreement. This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least one hundred and eighty (180) days prior to its intended withdrawal from this Agreement.
5. Execution Powers. 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 by the required governmental agency or board in accordance with all applicable laws.
6. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For DACC/COED:
COED
ATTN: President/CEO
One Innovation Way
Woodstock, GA 30118

For Holly Springs:
City of Holly Springs, Georgia
ATTN: City Manager
3237 Holly Springs Parkway
Holly Springs, GA 30115

7. Force Majeure. Neither Party shall be liable for any loss or damage suffered by another Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.
8. Choice of Law Venue. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any court of competent jurisdiction located in Cherokee County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed

more strictly against the party who prepared the same.

9. Amendments. This Agreement may be modified at any time during the term by mutual written consent of both Parties. No waiver, release or similar modification of this Agreement shall be established by conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the Parties.
10. Relationship with Other Agreements. Nothing contained in this Agreement shall amend, alter, or modify any other agreements entered into between the Parties hereto.
11. Assignability. No Party shall assign any of the obligations or benefits of this Agreement.
12. Entire Agreement. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereunto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals, the day and year above first written.

APPROVED by the Development Authority of Cherokee County this _____ day of _____ 2026.

Signed On Behalf of the Development Authority of Cherokee County:

By: _____
MARSHALL DAY, Chairman Date _____

Attest: _____
STEVEN L. HOLCOMB, Vice Chairman Date _____

APPROVED by the City Council of Holly Springs, Georgia
this ____ day of _____ 2026.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____
RYAN P. SHIRLEY, Mayor Date _____

Attest: _____
KAREN NORRED, City Clerk Date _____

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 10, 2026

AGENDA ITEM: Award the City of Holly Springs, Georgia - Holly Springs Town Center Hardscape & Landscape Project (RFB #2026-01) to Ashford Gardeners, Inc. in an amount not to exceed \$3,062,411 and authorize the Mayor to sign the contract.

EXECUTIVE SUMMARY:

The City of Holly Springs opened bids for the Holly Springs Town Center Hardscape & Landscape Project (RFB #2026-01) on July 31, 2026, at 10:00 AM. The City received five (5) bids for the project. The apparent low bidder for the project was Complete Site, LLC. Staff requested additional information from Complete Site, LLC after a review of their bid submission. I drafted the attached memorandum summarizing staff findings upon the conclusion of a comprehensive review of the documents submitted by Complete Site, LLC. Based on our review, the City of Holly Springs deems the bid submitted by Complete Site, LLC to be a non-responsible bid. The staff and I subsequently reviewed the bid submission from the second low bidder on the project, Ashford Gardeners, Inc. We reached out to references and reviewed financial data from Ashford Gardeners, Inc. We found no issues based on our review. As a result, the staff and I recommend awarding the contract for the Holly Springs Town Center Hardscape & Landscape Project (RFB #206-01) to Ashford Gardeners, Inc.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$3,062,411

ATTACHMENTS:

1. CompleteSiteLLC Memorandum
2. Full Construction Contract 2026-01

RECOMMENDATION:

The staff recommendation is approval of the contract with Ashford Gardeners, Inc.

CONCURRENCES:

Finance and Administration

Staff from the City of Holly Springs performed a comprehensive review of the bid submission from Complete Site, LLC (Complete Site) for the Holly Springs Town Center Hardscapes and Landscape Project (RFB #2026-01). Staff requested additional information from Complete Site regarding the relationship between Complete Site and A1 Contracting, LLC, litigation between Granite Re, Inc. and Complete Site, LLC, et al, Financial Capacity, and Bonding Capacity. Complete Site provided a response to the requested information on Friday, August 14th. On Monday, August 17th, staff requested additional information regarding Granite Re v. Complete Site, LLC, et al and the Complete Site, LLC Financial Statement Review for the year ended December 31, 2025. Complete Site provided responses to the additional requests on Wednesday, August 19th, and Thursday, August 20th. Staff completed the review of all additional information submitted by Complete Site on Friday, August 21st. Staff also corresponded with references provided by Complete Site.

I have summarized the results of our comprehensive review below detailing why the City of Holly Springs staff recommends not selecting Complete Site, LLC for the Holly Springs Town Center Hardscapes and Landscape Project (RFB #2026-01) despite being the low bidder on this project.

1. Project Reference Collins Hill Park Project – Gwinnett County, Georgia

In response to the questionnaire, officials in Gwinnett County, Georgia indicated that there were numerous issues with work quality on the Collins Hill Park Project. They also indicated that Complete Site lacked supervision over most of the work and their subcontractor. They rated the contractor's overall performance on the project as "poor". In addition, they indicated that there were numerous billing issues on the project. They also indicated that the project manager did not coordinate will throughout the project and had little control over subcontractors.

2. Lakeside at River Green and Lakemont at River Green – City of Canton, Georgia

Officials from the City of Canton provided our staff with a memorandum regarding issues their staff encountered with Complete Site in the River Green community. Complete Site installed non-compliant water service lines in Lakeside, intentionally deceived city inspectors after notification, blocked access to the River Green 4 Sewer Lift Station, severed power to the River Green 4 Sewer Lift Station several times, and tapped fire hydrants in Lakemont causing backflow and cross-contamination issues.

3. Jarvis Street Project – City of Canton, Georgia

Officials from the City of Canton also provided our staff with a memorandum regarding issues their staff encountered with Complete Site on the Jarvis Street Project. Engineering and Public Works staff indicated that Complete Site was "consistently difficult to work with". Complete Site had inadequate project oversight and generated an excessive number of change order requests.

4. Etowah River Trail Extension Project – City of Canton, Georgia

Officials from the City of Canton also included a summary of issues encountered on the Etowah River Park Trail Extension Project by the predecessor company to Complete Site (A-1 Contracting). The Contractor filed Chapter 11 bankruptcy and failed to pay suppliers resulting in payment bond claims. The contractor failed to perform remedial work on the project. The City of Canton was forced to retain secondary engineers and contractors to remediate the project costing the City an additional \$238,489.

5. Granite Re v. Complete Site, LLC, et al

The City of Holly Springs requested additional information from Complete Site regarding the above-mentioned litigation. Complete Site indicated in their response that the settlement agreement entered into between the parties contains confidentiality provisions. Complete Site indicated that the matter had “been resolved to the Parties’ mutual satisfaction”. The City of Holly Springs was unable to quantify any future payments required to be paid by the defendant (Complete Site) to the plaintiff (Granite Re). Without this information, the City of Holly Springs is unable to verify whether Complete Site has sufficient cash (liquidity) to fund the Holly Springs Town Center Hardscapes and Landscape Project (RFB #2026-01).

6. Due from Related Party (Member)

Based on the financial statements provided by Complete Site, the company has a related party note receivable on December 31, 2025. The amount shown on the balance sheet at year end was \$1,382,181. This note receivable represents 26.75% of current assets at year end. The notes to the financial statements indicate that this related party note receivable is due from the member with interest payable at 3.79% per annum and is due on December 31, 2025. The notes also indicate that the related party note receivable is “unsecured”. The City of Holly Springs is concerned that a default of the related party note receivable would adversely affect the cash (liquidity) position of Complete Site which could jeopardize funding for the Holly Springs Town Center Hardscapes and Landscape Project (RFB #2026-01).

7. Palm Street Sidewalk & Drainage Project (RFB #2020-01)

The City of Holly Springs awarded RFB #2020-01 to the predecessor company to Complete Site (A-1 Contracting) in 2020. The City received via certified mail from Fifth Third Bank on May 19, 2020, a Notice to Account Debtor and Demand for Direct Payment. The City of Holly Springs was required pursuant to OCGA 11-9-607 to pay all sums payable to the contractor for services provided to the lender (Fifth Third Bank) through Burr & Forman, LLP. The financial condition of the contractor was detrimental to the completion of the Palm Street Sidewalk & Drainage Project. The contractor was unable to complete the project on a timely basis, resulting in the assessment of liquidated damages by the City of Holly Springs

CONSTRUCTION CONTRACT

***City of Holly Springs
Holly Springs Town Center Hardscape & Landscape Project
RFB # 2026-01***

CITY OF HOLLY SPRINGS

3237 HOLLY SPRINGS PARKWAY

HOLLY SPRINGS, GEORGIA 30115

**Honorable Ryan P. Shirley – Mayor
Honorable Kyle Whitaker – Council Member
Honorable Kevin Moore – Council Member
Honorable Jeff Wilbur – Council Member
Honorable Dee Phillips – Council Member
Honorable Michael Zenchuk – Council Member**

Ashford Gardeners Inc.
16040 Birmingham Hwy
Milton, GA 30004

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 Prosecution and Progress
 Measurement and Payment
Plans
Typical Section
*Agreement
*Performance Bond
*Payment Bond

* Requires Signature & Seal

BID EXECUTION FORM

To: City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142

Date: 7/30/26

From: Ashford Gardeners
(Contractor)

16040 Birmingham Hwy, Milton, GA, 30004
(Address)

George@ashfordgardeners.com 678-898-8121
(Email Address and Phone Number)

I have examined the Invitation to Bid for the project entitled **CITY OF HOLLY SPRINGS, GEORGIA - HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE PROJECT**. I have examined the site and the conditions affecting the work. I have also received Amendments Numbered 1-8 and have included their provisions in this Bid.

I propose to furnish all services, labor, material, tools, equipment, transportation, supervision, and other items necessary to complete the construction of the project in its entirety, in accordance with the bid documents, for the lump sum of:

Three million, sixty-two thousand, four hundred eleven Dollars (\$ 3,062,411.00),

In submitting this Bid, I also agree:

1. Not to withdraw or modify this Bid for a period of sixty (60) days following the opening of bids.
2. If I am notified in writing of acceptance of this Bid within sixty (60) days after the time set for the opening of the bids, I agree to execute a written Contract for the compensation herein stated within ten (10) days, in accordance with the Instructions for Bidders, and at the same time, furnish and deliver to the City of Holly Springs a Performance Bond in the amount of one hundred percent (100%) of the Contract sum and a Payment Bond in the

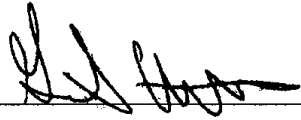
amount of one hundred percent (100%) of the Contract sum.

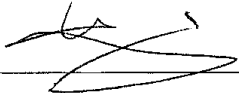
3. To start work within ten (10) days of the Notice to Proceed with adequate force and equipment to complete all work for each applicable phase required by the Contract within NINETY (90) consecutive calendar days.
4. That this Bid is made subject to all the terms and conditions on the Invitation for Bids, Instructions for Bidders, and this Bid is made in good faith, without collusion or connection with any other person bidding on the same work.
5. I have attached a Bid Bond in an amount not less than five percent (5%) of my total bid price from Great Midwest Insurance Company or cashier's check. (Surety Company)

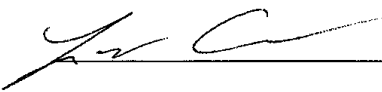
This Bid is submitted in the name of:

Contractor: Ashford Gardeners Phone: 770-664-1060

Address: 16040 Birmingham Hwy
Milton Ga 30004

By: 

Secretary: 

Witness 

SAVE AFFIDAVIT

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), the undersigned applicant verifies the following with respect to my application for award of a contract with the City of Holly Springs, Georgia.

 X I am a United States Citizen.

OR

_____ I am a legal permanent resident of the United States or an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document, as required by O.C.G. A. § 50-36-1(e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed this the 4 day of May, 2026 in Milton (city), Georgia (state)

Signature of Applicant

Date _____

George Whittle
Printed Name of Applicant

Alien Registration Number (if applicable)

Ashford Gardeners, Inc
Applying on Behalf of/Business Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

4 DAY OF May, 2026.

Nayeli Perez Soto

Wazeli Perera Sato
NOTARY PUBLIC

NOTARY PUBLIC

CHEROKEE COUNTY, GEORGIA

My Commission Expires 01/14/2030

My Commission Expires: 1-14-2030

13

E-VERIFY CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name or contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

226618

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor name)

5-4-2026
Date

President
Title of Authorized Officer or Agent of Contractor

George Whittle
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

4 DAY OF May, 2026.

Nayeli Perez Soto
Notary Public

Nayeli Perez Soto
NOTARY PUBLIC

My Commission Expires:

1-14-2030

CHEROKEE COUNTY, GEORGIA
My Commission Expires 01/14/2030

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91

14

DRUG AND ALCOHOL COMPLIANCE

City of Holly Springs

DRUG AND ALCOHOL POLICY AND TESTING PROGRAM

All Contractors performing work for the City of Holly Springs shall have a Drug and Alcohol Policy and Testing Program. The policy must comply with Federal Transit Administration testing regulations (49 CFR Parts 653, 654, 40), Federal Highway Administration testing procedures (49 CFR Part 382), and the Drug Free Workplace Act of 1988. The awarded contractor must have a drug and alcohol-free workplace in order to reduce the probability of accidents or incidents related to the use and/or abuse of alcohol and other drugs and to establish guidelines designed to help prevent accidents and injuries resulting from the misuse of alcohol or the use of controlled substances by drivers of commercial motor vehicles.

In signing below, I, George Whittle, an authorized representative of Ashford Gardeners, am acknowledging that a Drug and Alcohol Policy is in full effect, and a copy of said policy is on file at the company office and can be made available.

George Whittle
(Signature)

President/CEO
(Title)

THE CITY OF HOLLY SPRINGS

PROJECT NO: RFB #2026-01

DESCRIPTION: Installation of hardscape and landscaping in the Holly Springs Town Center pursuant to plans dated August 25, 2023, prepared by Foresite Group including phasing plans and revisions through March 2026. All plant material shall be installed pursuant to the City of Holly Springs Tree Ordinance (ORD-19-2017) as attached in Exhibit A. Root barriers are required for trees planted along public sidewalks or curbing as shown in STD. L-8 of the City of Holly Springs Landscape Standards Index Exhibit B. Holly Springs Town Center Hardscape & Landscape Construction Documents Exhibit C, Holly Springs Town Center Hardscape & Landscape Project Manual Exhibit D, Town Center Hardscape & Landscape updated plan schedule Exhibit E, Holly Springs Parking Deck Hardscape & Landscape plans Exhibit F are also included in this project packet.

BID GUARANTY: 5%

SITE	CONTRACT TIME	LIQUIDATED DAMAGES
Town Center	90 CALENDAR DAYS FROM DATE SPECIFIED IN THE NOTICE TO PROCEED FOR EACH APPLICABLE PHASE OF THIS PROJECT.	\$500/DAY

AMENDMENT CERTIFICATION

I hereby acknowledge receipt of the following checked amendments of the Bid, Plans, Specifications, and/or documents pertaining to the Contract.

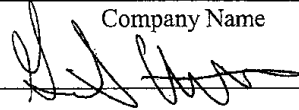
Amendment Number: 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒

I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Ashford Gardeners

Company Name

By:



Witness my hand and seal this the 4 day of May, 2026.

The bidder (s) whose signature (s) appears on this Document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this 4 day of May, 2026.

Nayeli Perez Soto
NOTARY PUBLIC

CHEROKEE COUNTY, GEORGIA

Nayeli Perez Soto My Commission Expires 01/14/2030
(Notary Public)

My commission expires on the 14 day of January, 2030.

ADDENDUM NO. 1

Issue Date: 04/02/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

**NOTE: PLEASE REVIEW CAREFULLY! THERE MAY BE CHANGES TO THE
INFORMATION TO BE PROVIDED. FAILURE TO ADHERE TO ANY CHANGES
ADDRESSED IN THIS ADDENDUM MAY RESULT IN DISQUALIFICATION.**

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The purpose of this addendum is to provide the answers to the written questions received during the question and answer period of the RFQ as follows:

Written Questions and Answers:

1. After reviewing the supplied documentation regarding the audio system for Holly Springs Town Center, I have a question. In the audio schematic (Plans Holly Springs Town Center, page 55) the audio outputs of the Q-sys core (Core 8 Flex) are shown to be wired to the inputs of the Q-sys amplifier (CX-Q 4k4). This is not correct. The inputs of the CX-Q 4k4 are independent of any direct outputs of the amplifier. The Q-sys amplifier is designed to receive audio signal via the QLAN protocol over network. In my understanding and experience with Q-sys based systems, what's required is the addition of a managed network switch, in which the Core 8 Flex's LAN A port would be connected to, as well as the CX-Q 4k4's LAN A port. In this manner, the Core is routing audio signal to the amplifier via QLAN protocol, as the system was

Page 1 of 2

intended. Additionally, the network switch (with PoE+) would also eliminate the need for the Crestron PWE-4803RU as a PoE injector for the Q-sys TSC-70-G3 touchscreen controller. With the network switch providing PoE+, the touchscreen controller can be powered directly from the switch. Is it possible to have the original designer of this system review the design and make appropriate changes?

Answer:

The design team has reviewed the contractor's comments and determined that, while the contractor's approach is valid, the system as originally designed will function as intended.

The contractor's proposed solution represents an alternative method of system configuration. Incorporating a managed network switch, as described, is acceptable and will provide additional functionality, including enhanced network-based control and potential for remote system access. These features were not part of the original project requirements at the time of design.

The Owner has elected to accept the contractor's recommended approach. Accordingly, the design has been updated to incorporate a managed PoE+ network switch to support QLAN audio transport and device connectivity.

Revised drawings reflecting these changes are included as part of this Addendum.

Page 2 of 2

ADDENDUM NO. 2

Issue Date: 04/15/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

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In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The purpose of this addendum is to provide the answers to the written questions received during the question-and-answer period of the RFB as follows:

Written Questions and Answers:

1. What is the significance of the different phases? Clarify the timing of the phases?

Phases of the hardscapes and landscape project coincide with the timeline for vertical construction of the Amphitheatre and City Hall as well as the connection to the irrigation system.

2. **What about the work that is shown outside of the phase boundary, is that work to be included in the Lump Sum bid price?**

Work shown outside of the phase boundary is either already completed or to be completed by Others and is not part of this bid.

3. **How much of the work at the existing parking garage is to be included in the Lump Sum bid, Hardscape and Landscape?**

There is only Landscape and Irrigation scope at the Parking Deck, there is no Hardscape scope.

4. **Specification Section 32 90 00- Landscape Materials, Paragraph 3.04.A is calling for 4" of hardwood mulch whereas, note 10 on L2.1 is calling for 3" of hardwood mulch. Which one is correct?**

Follow note 10 on sheet L1.0 and L2.1 that indicates 3" of mulch in planting beds.

5. **Can we get clarification on whether 120-day is acceptable on certain phase 2 and 3?**

Revise the substantial completion for the Amphitheatre to 120 days, City Hall to 90 days and the Parking Deck to 45 days.

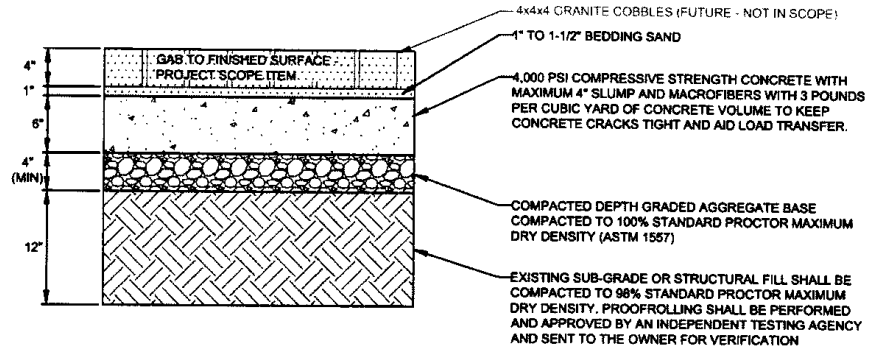
6. **Do the plant changes in Exhibit E affect the plant schedule for phase 3 and the parking decks as well? Or just Phase 2?**

The updated plant schedule applies to all phases. Exhibit E is attached to this Addendum.

7. **Can we get confirmation of the concrete specifications in regards to the Raised Walkway detail?**

See details on next page from civil plans completed by SEI that indicate the concrete specifications for the raised walkway (Detail 8 on sheet H2.0)

A Trade Secret Affidavit has been added to the RFB package. All bidders must review and include the completed affidavit with their submission, as applicable.



C5.0.5 4X4 GRANITE COBBLES RAISED WALKWAY
NOT TO SCALE

Exhibit E

Holly Springs Town Center Hardscape & Landscape Project Updated Plan Schedule

PLANT SCHEDULE March 12, 2026						
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
TREES						
	20	CARPINUS BETULUS 'COLUMNARIS' / COLUMNAR EUROPEAN HORNBEAM	B & B	3" CAL		
	22	ILEX X 'NELLIE R STEVENS' / NELLIE STEVENS HOLLY	B & B	2" CAL	6' MIN. HT	
	26	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM / SOUTHERN MAGNOLIA	B & B	2" CAL	6'-8' HT	
	3	MAGNOLIA GRANDIFLORA 'LITTLE GEM' / LITTLE GEM MAGNOLIA	B & B	2" CAL	6' MIN. HT	
	10	ULMUS AMERICANA 'JEFFERSON' / AMERICAN ELM	B & B	3" CAL		
	15	ULMUS AMERICANA 'PRINCETON' / AMERICAN ELM	B & B	3" CAL		
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE		SPACING
SHRUBS						
	24	ABELIA X GRANDIFLORA 'EDWARD GOUCHER' / GLOSSY ABELIA	Change to Rose Creek Abelia			
	410	BUXUS SINICA INSULARIS 'WINTERGREEN' / WINTERGREEN KOREAN BOXWOOD	3 GAL			18" o.c.
	248	DRYOPTERIS ERYTHROSORA / AUTUMN FERN	3 GAL			24" o.c.
	23	GELSEMIUM SEMPERVIRENS 'CAROLINA' / YELLOW JESSAMINE	5 GAL			48" o.c.
	101	HYDRANGEA PANICULATA 'LIMELIGHT' / LIMELIGHT HYDRANGEA	Change to Little Lime Hydrangea			
	28	ILEX CORNUTA 'NEEDLEPOINT' / NEEDLEPOINT CHINESE HOLLY	Change to Dwarf Burford Holly			
	51	ILICIIUM PARVIFLORUM / ANISE TREE	3 GAL			48" o.c.
	46	ILICIIUM PARVIFLORUM 'FLORIDA SUNSHINE' / FLORIDA SUNSHINE ILICIIUM	3 GAL			36" o.c.
	43	LOROPETALUM CHINENSE 'CRIMSON FIRE' / CRIMSON FIRE LOROPETALUM	3 GAL			36" o.c.
	182	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	3 GAL			30" o.c.
	5	ROSA X 'RADRAZZ' TM / KNOCKOUT ROSE	Change to Drift Rose			
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SPACING		SPACING
GROUND COVERS						
	4,090	LIRIOPE SPICATA / CREEPING LILY TURF	4"POT			10" o.c.
	1,478	LYSIMACHIA NUMMULARIA / CREEPING JENNY	4"POT			18" o.c.
	148	TRACHELOSPERMUM ASIATICUM 'ASIATIC' / ASIATIC JASMINE	4"POT			18" o.c.
SOD/SEED						
	25,260 SF	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	Change to Tiff Tuff			

STATE OF _____
COUNTY OF _____

AFFIDAVIT REGARDING TRADE SECRETS

Before me, the undersigned officer duly authorized to administer oaths, personally appeared _____ (name of Affiant), _____ (Affiant's position with entity, if applicable) of _____ (entity, if applicable), ("Affiant"), who, after being duly sworn, deposes and says:

1.

Affiant is over the age of eighteen (18) years and is a citizen of the United States.

2.

Affiant's address is: _____

3.

Affiant's phone number is: _____

4.

Affiant will submit or has submitted to the City of Holly Springs records containing trade secrets that Affiant wishes to keep confidential ("Records"). Said Records are attached hereto and are identified as: _____

5.

Affiant affirmatively declares that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

6.

If the Records would be responsive to an Open Records Request and if the City of Holly Springs makes a determination that the Records do not in fact constitute a trade secret, it shall notify the entity submitting the affidavit via U.S. mail at the address above of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity, within ten days of the date of the notice from the City of Holly Springs of its intent to disclose, may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the City of Holly Springs makes a determination that the specifically identified information does constitute a trade secret, it shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Sworn to and subscribed before me
this ____ day of _____, 20____.

NOTARY PUBLIC
Commission Expires:

ADDENDUM NO. 3

Issue Date: 04/24/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

**NOTE: PLEASE REVIEW CAREFULLY! THERE MAY BE CHANGES TO THE
INFORMATION TO BE PROVIDED. FAILURE TO ADHERE TO ANY CHANGES
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In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The purpose of this addendum is to extend the deadline provided in the RFB.

The deadline for bid submissions specified in the RFB is hereby extended from **April 30, 2026, at 10:00 AM** to **May 8, 2026, at 10:00 AM**.

ADDENDUM NO. 4

Issue Date: 05/05/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

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In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The bid opening date for the above-referenced project has been rescheduled due to ongoing revisions to the project plans. Updated drawings and/or specifications will be issued in a subsequent addendum.

The deadline for bid submissions specified in the RFB is hereby extended from **May 8, 2026, at 10:00 AM to June 12, 2026, at 11:00 AM.**

ADDENDUM NO. 5

Issue Date: 06/01/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

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ADDRESSED IN THIS ADDENDUM MAY RESULT IN DISQUALIFICATION.**

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The bid opening date for the above-referenced project has been rescheduled due to ongoing revisions to the project plans. Updated drawings and/or specifications will be issued in a subsequent addendum.

The deadline for bid submissions specified in the RFB is hereby extended from **June 12, 2026, at 11:00 AM to July 17th, 2026 at 11:00AM.**

ADDENDUM NO. 6

Issue Date: 06/03/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

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In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The purpose of this addendum includes -Responses to questions received regarding the solicitation. Revised and/or additional plans and supporting documents.

A new question period has been established. Any additional questions concerning RFB #2026-01 must be submitted no later than June 24, 2026, by 4:00 PM. Questions are to be submitted to dmckinzie@hollyspringsga.us.

**Exhibit Included with Addendum:
Exhibit A – Change Narrative**

Written Questions and Answers:

1. **Sheet E102 Keynotes 4&5 call for (2) 4" conduits to be ran from City Hall to Amphitheater.**
 1. **Will these conduits be stubbed out of the building envelope for us to pick up and extend to Amphitheater?**
 2. **If so, where?**
 3. **If not, are we to price this work assuming we will have to penetrate an existing wall and run overhead in EMT to the final termination location, TBD?**

Question negated due to removal of conduit between the Amphitheatre and City Hall

2. **Sheet E102 and E202 calls for (12) Feeder circuits to be fed from Panel LV-2/LCP-2 which is being provided and installed as part of the City Hall Project and is located in an unknown location within City Hall based on the information available in the Hardscape Landscape documents.**
 1. **Will (3) 2" PVC conduits be stubbed out of the building envelope for us to intercept and extend as needed for power and lighting distribution?**
 2. **If so, where?**
 3. **If not, are we to price this work assuming we will have to penetrate an existing wall and run overhead in EMT to the location of Panel LV-2./LCP-2?**

Question negated due to removal of conduit between the Amphitheatre and City Hall

3. **Power symbol legend on EAV000 Symbol 1 appears to indicate the requirement of a 400A 120/208V 3P Company Switch and a 100A 120/208V 3P Company Switch. The notes further indicate that these are required to be on separate "Services". No Information is included on the Electrical One Line Diagram on E300.**
 1. **Are the (2) Disconnects referenced on EAV000 intended to be "Company Switches", and if so, are Switches by Power Assemblies an acceptable option?**
 2. **Pursuant to this note, should we include a 400A Secondary and a 100A Secondary service from the same transformer feeding panel LV-1?**
 3. **If not, where are these to be fed from?**

Question is negated due to change from 3 phase power to single phase. See attached plan revisions.

4. There are Miscellaneous pieces of AV Equipment that require 120V Power at the Band Shell AV Room and other locations.
1. Will these convenience receptacles be provided as Part of the Amphitheater Project, or should we carry the costs for all power, receptacles, etc. to this equipment?

Question is negated due to removal of bandshell shore power outlets and removal of mixer pad power in amphitheater lawn. See attached plan revisions.

5. Surface Pedestals “JBA” (2) and Floor Standing Rack Enclosure “AVR” (1) require multiple conduits to be stubbed into the bottom. A combination of 4” and 1.5” conduits for cable distribution.
1. Will these conduits be stubbed out of the Band Shell envelope for us to intercept and extend as needed?
 2. If so, where?
 3. If not, are we to assume surface mounted conduits will be acceptable into (1) “JBA” and (1) “AVR” Enclosure?

Question is negated due to removal of conduit between the Amphitheatre and City Hall.

6. Should we include pricing for demo of the asphalt binder for the paver crosswalks?

Yes, any paving demo necessary to install the proposed design will need to be included in the Contractor's pricing.

7. Is drainage apart of our scope? Is there an in-place trunk line do we need to add price in downspout tie ins?

Drainage and building downspouts are not a part of this scope.

8. Can we get the civil drawings?

Civil Drawings can be viewed at the following links.

- [22 0831 Holly Springs Town Center STAMPED.pdf - Google Drive](#)
- [23 0315 Holly Springs REV16 - Town Center.pdf - Google Drive](#)

Plan Links:

[Holly Springs Town Center Hardscape-Landscape Bid Set 2026-05-29.pdf](#)

[Holly Springs Town Center Hardscape-Landscape Bid Specifications 2026-05-29.pdf](#)

**Kindly note that the links will expire. We strongly recommend downloading and saving all documents to your local system as soon as possible to ensure continued access throughout the bidding process.*

Exhibit A



3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

Memo

Date: May 29, 2026

Re: Holly Springs Town Center Hardscape-Landscape Bid Doc Changes Narrative

The following changes were made to the Holly Springs Town Center Hardscape-Landscape Package:

Hardscape Plans

- Festoon light pole height specs on sheet H2.2 removed. Refer to Electrical plans for pole specs/notes.
- Raised crosswalk detail on sheet H2.0 revised to incorporate profile from Civil plans.

Landscape Plans

- All Abelia's changed to Rose Creek cultivar
- Limelight Hydrangeas changed to Little Lime Hydrangea
- Needlepoint Hollies changed to Dwarf Buford Holly
- Knockout Rose changed to Drift Rose
- Tif 419 Bermuda changed to Tiff Tuff Bermuda
- (1) D.D. Blanchard Southern Magnolia added

Irrigation Plans

- Single system with 1 controller changed to 3 systems with separate controllers. See plans for controller locations

Electrical Plans

- 3 phase power requirements removed from drawings
- Removed bandshell shore power outlets
- Added dedicated receptacles for AV rack
- Mixer pad power in amphitheater lawn removed
- Removed conduits between Bandshell and City Hall

Audio/Video Plans

- 3 phase power requirements removed from drawings
- Sheet EAV700 removed
- Sheet AV700 removed
- Removed conduits between Bandshell and City Hall

ADDENDUM NO. 7

Issue Date: 07/15/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

**NOTE: PLEASE REVIEW CAREFULLY! THERE MAY BE CHANGES TO THE
INFORMATION TO BE PROVIDED. FAILURE TO ADHERE TO ANY CHANGES
ADDRESSED IN THIS ADDENDUM MAY RESULT IN DISQUALIFICATION.**

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The purpose of this addendum is to extend the deadline provided in the RFB, due to ongoing revisions to the project plans. Updated drawings and/or specifications will be issued in a subsequent addendum.

The deadline for bid submissions specified in the RFB is hereby extended from **July 17, 2026, at 10:00 AM to July 31, 2026, at 10:00 AM.**

ADDENDUM NO. 8

Issue Date: 07/21/2026

This Addendum shall become and form a part of the RFB for:

**RFB# 2026-01
HOLLY SPRINGS TOWN CENTER HARDSCAPE & LANDSCAPE
PROJECT**

**NOTE: PLEASE REVIEW CAREFULLY! THERE MAY BE CHANGES TO THE
INFORMATION TO BE PROVIDED. FAILURE TO ADHERE TO ANY CHANGES
ADDRESSED IN THIS ADDENDUM MAY RESULT IN DISQUALIFICATION.**

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Note: A signed acknowledgment of this addendum (this page) **MUST** be attached to your submittal.

Firm Name: Ashford Gardeners

Signature: George Whittle Date: 7/30/26

Typed Name and Title: George Whittle, President

City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA, 30115

This addendum, including all questions and answers, shall become and form a part of the original RFB package and shall be taken into account when preparing your proposal.

The purpose of this addendum is to provide the answers to the written questions received during the question-and-answer period of the RFQ as follows:

Exhibit A – Revised H2.0

Page 1 of 2

Written Questions and Answers:

1. **Brick Paving details (Light/Heavy Duty) mention to match existing city standard. Please provide information regarding the city standard - Clay / Concrete, Manufacturer?**

*The City standard is **General Shale River Shoals** which is a clay brick. Brick paving shall match the existing buildings. The Contractor shall submit brick samples to the Owner's Representative for review and approval prior to installation.*

2. **Heavy Duty Brick Paving detail (5/H2.0) shows 2-1/4" thickness which is typically for pedestrians use. Please confirm if a thicker paver should be priced?**

Heavy Duty Brick Paving detail has been updated to reflect 2-3/4" thickness. See updated sheet with revised notes and callouts.

3. **6/H2.0 Brick Banding - Please provide more information about the city standard located on Hickory Road.**

Specifications for the existing brick banding sidewalk are not available. The Contractor shall work with a brick supplier to provide samples that closely match the existing brick banding along Hickory Road. All proposed samples shall be submitted to the Owner's Representative for review and approval prior to installation.

4. **Please identify color/manufacturer/size for brick veneer to match existing - details on H2.2.**

*Brick veneer shall match the existing buildings which are **General Shale – River Shoals** which is a clay brick. The Contractor shall submit brick samples to the Owner's Representative for review and approval prior to installation.*

5. **Sod on L1.3 & L1.4 along Hickory Road is outside the phase 2 line but appears to be part of the landscape design. Should the sod be included or only price material inside the phase line?**

There is an existing strip of grass on the back of sidewalk (Town Center side) and the Phase 2 limits line is drawn roughly along the limits of that grass. In the landscape plans, wherever there is Phase 2 sod shown against existing grass the sod must match up with the existing grass to provide a seamless transition.

PROSECUTION AND PROGRESS

The contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts, or any portion thereof, or of his/her right title, or interest therein, without written consent of the Owner. For Subcontracts, the consent of the Owner will not be considered until after award of the Contract.

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his/her own organization, work amounting to not less than seventy percent (70%) of the total Contract cost, including materials, equipment, and labor.

As a further exception, any items designated as "Specialty Items" may be performed by Subcontract and the cost of any such Specialty Items so performed by Subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.

Purchase of materials by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 70% requirement.

MEASUREMENT AND PAYMENT

Prime Contractors who sublet a portion of their work shall pay their subcontractors for satisfactory performance of their contracts no later than 15 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Owner.

The Prime Contractor shall produce a signed affidavit verifying final and complete payment of subcontractors before final acceptance will be made by the Owner.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payment for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

PLANS

City of Holly Springs Holly Springs Town Center Hardscape & Landscape Project RFB # 2026-01

Exhibit Links

Exhibit A/B - [Exhibit A and B Ord 19-2017 \(Tree Ordinance\).pdf](#)

Exhibit C - [Holly Springs Town Center Hardscape-Landscape Bid Set 2026-05-29.pdf](#)

Exhibit D - [Holly Springs Town Center Hardscape-Landscape Bid Specifications 2026-05-29.pdf](#)

Exhibit E – [Exhibit E 26 0305 Plant List Changes - COHS Town Center.pdf](#)

Exhibit F - [Exhibit F Holly Springs Parking Deck Landscape 2025-12-19.pdf](#)

Civil Plan Links

https://drive.google.com/file/d/1Eohn3-LSl1WlcnHZ0bnr13_qzS9ijGls/view
<https://drive.google.com/file/d/1Z6pfLcNTp8JdK1N5s7FOEYJGtLefTun3/view>

AGREEMENT

This agreement, made this ____ day of _____, 2026, by and between the **City of Holly Springs, Georgia**, hereinafter called "Owner," and **Ashford Gardeners, Inc.**, hereinafter called "Contractor," doing business as an individual, a partnership, or a corporation hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and preformed by the Owner, the Contractor hereby agrees to commence and complete the construction described as follows:

***City of Holly Springs, Holly Springs Town Center Hardscape & Landscape Project
RFB #2026-01***

Hereinafter called the "Project", for the sum of Three Million, Sixty-Two Thousand, Four Hundred and Eleven (\$3,062,411.00) and all extra work in connection therewith, under the terms stated in the Contract, and at his (its or their) own expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, the Contract, the Plans, which include all explanatory matter thereof, the specifications and Contract documents, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete each applicable phase of the project within **90** consecutive calendar days thereafter.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof as provided in the Bid as measured in place.

The Contractor shall defend, indemnify and save harmless the Owner, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the Owner), recklessness or intentional wrongful misconduct of the Contractor and any persons employed or utilized by the Contractor in the performance of this Project. The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the Owner's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be

performed by the Contractor, its subcontractors or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorneys fees and costs at trial and appellate levels.

Contractor hereby agrees to warrant its work, including labor and materials, for a period of one year.

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

CITY OF HOLLY SPRINGS, GEORGIA

By: _____
Ryan P. Shirley, Mayor

ATTEST:

Karen Norred, City Clerk

ATTEST:

Robert H. Logan, City Manager

Contractor

By: _____

Title: _____

Attest: _____

If Contractor is a corporation, Secretary should attest. Give proper title of each person executing Contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____ hereinafter
(Name of Surety)

called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the OWNER, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor/services in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment and tools, consumed or used on connection with the construction of
such WORK, and all insurance premiums on said WORK, and for all labor/services performed in
such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK, to be performed thereunder or the SPECIFICATIONS, accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(Number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal) Secretary

[SEAL]

By _____

(Witness as to Principal)

(Address)

(Surety)

By _____

ATTEST:

(Attorney-in-fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal.
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

hereinafter called Surety, are held an firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the OWNER, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor/services in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment and tools, consumed or used on connection with the construction of
such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK
whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the said surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK, to be
performed thereunder or the SPECIFICATIONS, accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(number)
one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

[SEAL]

By _____

Witness as to Principal

Address

ATTEST:

Witness as to Surety

Surety

By _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 10, 2026

AGENDA ITEM: Change Order #6, Retaining Wall Extension at Rear of Building — Retaining Wall and Footings to Support Structural Steel at Column A8 between Gilbane Building Company and the City of Holly Springs, Georgia for the Holly Springs City Hall (RFQ #2025-02) in an amount not to exceed \$48,442, and to ratify the signature of the City Manager.

EXECUTIVE SUMMARY:

In response to request for information number 4 (RFI #4) from Gilbane Building Company, the City of Holly Springs authorized the general contractor to extend the retaining wall and tie the retaining wall into the footings for column A8 to support the structural steel in the rear of the new City Hall. The request resulted in a change order of \$48,442. The funds for the change order will come from the contingency for this project. The remaining owner contingency for this project after applying this change order is \$178,613.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

Bond Revenue

FISCAL IMPACT:

\$48,442

ATTACHMENTS:

1. Gilbane Change Order 6

RECOMMENDATION:

The staff recommendation is approval of change order #6 in response to RFI #4,

CONCURRENCES:

Finance and Administration

August 27th, 2026

Robert H. Logan
rlogan@hollyspringsga.us
770-721-7501
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

RE: Holly Springs City Hall Project
130 Timothy Downing Dr, Holly Springs, GA 30115
Project Number: J10933.000

Subject: Retaining Wall Extension at Rear of Building

Dear Robert,

This letter is a follow up to our estimate provided on 8/14/2026 for the retaining wall extension at the rear of the building. Gilbane had requested direction to proceed on a select portion of the new retaining walls so that the concrete pier at column line A8 could be poured and cured prior to structural steel needing to be set in this area. Because these new retaining walls tie into column A8's footing, the footing and retaining wall were required to be poured early to maintain schedule. The added footings and retaining walls are now completed, with structural steel erection underway. There has been no impact to the critical path of the project due to this work.

Please see final cost breakdown & descriptions below. As discussed, Gilbane is proposing to cover these changes with Owner Contingency.

Cost Breakdown:

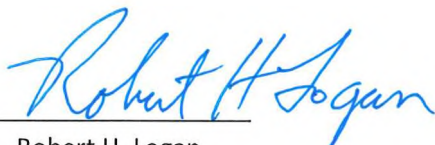
Subcontracts:	
EM Concrete – Concrete, Rebar, Formwork	\$29,867.00
Georgia Development Partners – Excavation & Soil Nail Wall Demo	\$12,351.00
Subcontract Subtotal:	\$42,218.00 (A)
Gilbane Costs:	
Subcontractor Default Insurance (1.4%)	\$591.00
General Conditions (10%)	\$4,222.00
Fee (3%)	\$1,411.00
Gilbane Costs Subtotal:	\$6,224.00 (B)
Total (A + B)	\$48,442.00 (C)
Current Owner Contingency:	\$227,055.00 (D)
Proposed Owner Contingency Transfer:	-\$48,442.00 (C)
Remaining Owner Contingency (D + C):	\$178,613.00 (E)

August 27th, 2026

For reference, see Owner Contingency Log below.

Allowance	PCI Phase Code	PCI CatCode	PCI	PCI Dtl	Status	Long Desc	Billing Amt
Owner Contingency	20.200 899820.X	OC	BT-00002	Dirt Stockpiling Credit to Owner Contingency	APP	Owner Contingency	19,990.00
			BT-00020	Concrete credit for not requiring rigid insulation at L1 SOG	APP	Owner Contingency	3,000.00
			CT-00001	26A - Electrical transformer and Gear changes/additions	APP	Owner Contingency	(10,175.00)
			OS-00002	100% Drawings Reconciliation (Dwgs Dated 4/6/2026)	APP	Owner Contingency	413.00
			OS-00005	RFI #28, #46, #47 - Brick Ledge & Structural Coordination	APP	Owner Contingency	(36,173.00)
			OS-00006	RFI #4 - Extension of Retaining Wall at Back of Building	PWA	Owner Contingency	(48,442.00)
			OS-00010	Owner Contingency Starting Value	TRK	Owner Contingency	250,000.00
							178,613.00
Total							178,613.00

If you concur with our recommendation, please execute, and return one (1) copy of this letter at your earliest convenience. Gilbane will issue subcontract change orders to trade contractors accordingly.


Robert H. Logan

9/3/2026
Date

Should you have any questions or need additional information, please feel free to contact me via email at CSkretkowicz@GilbaneCo.com or via phone at 404-630-5633

Sincerely,



Chris Skretkowicz
Project Manager
Gilbane Building Company

ITEM REPORT

AGENDA ITEM NUMBER: VIII.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: September 10, 2026

AGENDA ITEM: Proposal dated September 2, 2026, between LJA and the City of Holly Springs, Georgia for Right-of-Way Services regarding the Palm Street Bridge Replacement Project.

EXECUTIVE SUMMARY:

Proposal dated September 2, 2026, between LJA and the City of Holly Springs, Georgia for Right-of-Way Services for the acquisition of rights-of-way, temporary and permanent construction easements, preparation of cost estimates, title coordination, and the preparation of closing documents for the Palm Street Bridge Replacement Project. The proposed cost for these services is \$23,750 with additional costs of \$2,500 for administrative appeals and \$500 per parcel for condemnation coordination if needed.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

SPLOST

FISCAL IMPACT:

\$23,750 from T-SPLOST along with \$2,500 for Administrative Appeals and \$500 per parcel for Condemnation Coordination if needed.

ATTACHMENTS:

1. LJA ROW Services Proposal

RECOMMENDATION:

The staff recommendation is approval of the proposal.

CONCURRENCES:

Finance and Administration



September 2, 2026

City of Holly Springs
Attn: Rob Logan
3234 Holly Springs Parkway
P. O. Box 990
Holly Springs, GA 30142

RE: Palm Street Bridge Replacement
City of Holly Springs, Cherokee County

Dear Rob:

This is to advise that we can provide the following Right of Way services for the above project as outlined below:

Detailed Cost Estimate: Parcels 2, 3, 4, 5 (For Negotiating from Cost Estimate): \$3,500

Pre Acquisition: \$800/ Parcel (5 Parcels) \$4,000

Title Coordination: \$250/Parcel (5 Parcels) \$1,250

Acquisition: Parcels 1, 2, 3, 4, 5 (\$2,500 Each) \$12,500

Closing Documents: \$500/Parcel x 5 Parcels: \$2,500

TOTAL: \$23,750

Administrative Appeals (\$2,500- If needed)

Condemnation Coordination (\$500/Parcel-If Needed)

This is a request to proceed with the acquisition on the above project.

Also, this is to request that we be allowed to proceed with title work.

Please advise. If you have questions, you may contact me at 706-215-0003 or Mickie McJunkin at 404-291-9577.

Sincerely,

Donald B. Clerici
Donald B. Clerici, P. E.
LJA Engineering, Inc.

Cc: Mickie McJunkin
Pam Digsby

ITEM REPORT

AGENDA ITEM NUMBER: VIII.H.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: September 10, 2026

AGENDA ITEM: Lease Agreement between Great America Bank National Association and the City of Holly Springs, Georgia for three (3) multifunction copiers/printers for a term of forty-eight months, in an amount not to exceed \$349 per month.

EXECUTIVE SUMMARY:

The leases for three multifunction copiers/printers have expired. The new agreement consolidates them into a single lease payment of \$349 per month. GreatAmerica Bank National Association through Duplicating Products offered pricing approximately 17% below the RICOH State of Georgia rate.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

\$349 per month.

ATTACHMENTS:

1. GreatAmerica Bank National Association
2. Consolidated Proposal 8.10.2026

RECOMMENDATION:

The staff recommendation is approval of the lease agreement.

CONCURRENCES:

City Manager

AGREEMENT

GREATAMERICA BANK N.A.
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Holly Springs, City of**

FEDERAL TAX ID #:

ADDRESS: **3235 HOLLY SPRINGS PKWY, HOLLY SPRINGS, GA 30115**

A/P CONTACT NAME: **Karen Norred**

A/P CONTACT EMAIL: **knorred@hollyspringsga.us**

A/P CONTACT PHONE: **(770) 721-7502**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Duplicating Products Inc.

Flowery Branch, GA

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

Ricoh IM C320F

Paper Feed Unit and Console

Ricoh IM C320F

Paper Feed Unit and Console

Ricoh IM C3510

Paper Feed Unit, Internal Finisher and Punch

EQUIPMENT LOCATION: **3235 HOLLY SPRINGS PKWY, HOLLY SPRINGS, GA 30115**

TERM IN MONTHS: **48**

MONTHLY PAYMENT AMOUNT*: **\$349.00** (*PLUS TAX)

PURCHASE OPTION*: **Fair Market Value**

TERMS AND CONDITIONS

CONTRACT. THIS AGREEMENT IS IRREVOCABLE AND NON-CANCELABLE FOR THE FULL AGREEMENT TERM. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

NET AGREEMENT. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

**GreatAmerica Bank
National Association**

X

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or thirty-nine dollars (\$39.00); or 2) the highest lawful charge, if less.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages. We may, at reasonable times and with prior notice, inspect the Equipment and any documents relating to its use, maintenance and repair.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to name us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, we may charge you an insurance fee, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, both of which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. You will be in default hereunder if a) a payment becomes 10+ days past due; b) you become insolvent or there has been a material adverse change in your or any guarantor's financial, business or operating condition since commencement hereof; c) you made false or misleading representations to us herein or in another document; d) you have defaulted under any other agreement in effect between us and you; e) you, your owners, or your guarantors are or become listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom; or f) you otherwise breach this Agreement. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement; and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted to present value at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders, requests for proposals (and any responses thereto) or any other bid documents. Any reference to a request for proposal or other bid document in this Agreement is solely for your administrative convenience and is not intended to incorporate any of the terms appearing in such document herein. If you issue a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend this Agreement. Upon request, we may reference the PO number on invoices (solely for administrative convenience). Any terms and conditions separately introduced as a part of your vendor onboarding or invoice payment process shall not amend this Agreement even if agreed to by us as a convenience to you, and you will reimburse us for any costs incurred by us as a result. Amounts payable under this Agreement may include a profit to us. The original hereof for perfection purposes, and the sole "authoritative copy" of the "record" evidencing "chattel paper" under the UCC, is the record hereof in our possession or controlled by us (or our assignee or custodian) as chattel paper under the UCC, bearing (i) the original or a copy of your manual signature (whether wet ink or electronic), and (ii) our original wet ink or electronic signature. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Within 30 days after our request, you will deliver all requested information (including financial statements and tax returns) which we deem reasonably necessary to determine your then current financial condition. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You consent to receive communications, including calls, text messages, and emails related to this Agreement, which may be sent using automated systems. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Bank National Association ("Obligee") and Holly Springs, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 3300540 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

Obligor hereby represents and warrants to Obligee that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by Obligor and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar or fiscal year, as applicable under state law, in which it was executed and at the close of each succeeding calendar or fiscal year, as applicable, thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar or fiscal year, as applicable.

A copy of this Addendum bearing (x) originals or facsimiles of the parties' signatures and/or (y) some other indication of the parties' intent to execute this Addendum, including but not limited to an electronically/digitally-applied expression of intent to sign the Addendum (for example, any electronically/digitally-applied substitute for a traditional signature hereon), shall be fully enforceable and treated as an original hereof for all purposes.

GreatAmerica Bank National Association
Obligee
By: _____
Obligee Signature

Name

Title
Date Accepted: _____

Holly Springs, City of
Obligor
By: X _____
Obligor Signature

Name

Title
Date: _____

TECHNOLOGY PROPOSAL for:



DEAN SNYDER

(770) 654-1083

DSnyder@DuplicatingProducts.com

Draft Proposal Submitted 10 August 2026

Valid 30 days on new equipment



WHY DUPLICATING PRODUCTS?



We are big enough to meet your needs and exceed your expectations, but small enough to truly care about your organization.

- Family-Owned Business – Celebrating 52 Years of Excellence since 1974
- Largest independent HP, CANON, RICOH, ClearTouch and Mint Mailing Systems dealer in Northeast Georgia

Unparalleled Service Team

- 32+ locally dispatched field technicians with Full Time Help Desk Support
- Fastest response time in Northeast Georgia and Metro Atlanta with an average of 2.5 hours in 2026

Transparent Pricing and Support

- Free & Fast shipping of toner with No Hidden Fees
- No automated messages when you call our office – Speak to a human every time
- No Charge Help Desk Support for Device Related Connection Troubleshooting





Proposal to Replace Multiple Units at Lease End

Current Devices and Contract Details:

Machine/Lease 1: Administration Workroom

SAVIN IMC3500 ID 28923

Accessories: Internal Stapler, Punch and Paper Feed Unit

Leased July 2022 on a 4-Year Lease @ \$159.50 per month

Maintenance: BW Prints @ \$0.007475 (Increased at lease end)

Color Prints @ \$0.0667 (Increased at lease end)

Machine/Lease 2: Administration Front Office

CANON IRC255if ID 21982

Accessories: Paper Tray with Console

Leased December 2021 on a 4-Year Lease @ \$74.00 per month

Lease includes first 1,650 bw prints

Maintenance: Excess BW Prints @ \$0.0208

Color Prints @ \$0.0861

Machine/Lease 3: Municipal Building

CANON IRC257if ID 29151

Accessories: Paper Tray with Console

Leased August 2022 on a 4-Year Lease @ \$110.48 per month

Lease includes first 2,245 bw prints

Maintenance: Excess BW Prints @ \$0.0169 (Increased at lease end)

Color Prints @ \$0.0848 (Increased at lease end)



Proposed replacement for ID 28923

RICOH IMC3510 Series

- **Maximizing Employee Productivity with 35ppm** print speed Full Color
- **Increasing your Scan Speed** to 300ipm in B&W + Color
- **Scan your large jobs with one pass** in the 220-sheet single pass duplex document feeder
- **Spend less time refilling your paper trays with 4 x 550-sheet** adjustable trays, and a 100-sheet bypass tray
- **No Limitations** with the use of your mobile devices, MAC or PC computers, or USB
- **Multiple file types supported** such as PDF, Tiff, JPEG & Secured (Locked) PDF
- **Controlling Excessive Printing** with the implementation of user codes
- RICOH Always Current Controller for up to 5 years free
- Options Added:
 - Internal Finisher Stapler
 - 2/3 Hole Punch
 - Paper Feed Unit adding 2 x 550 Sheets



Proposed replacement for ID's 21982 & 2915

2- RICOH IMC320F Series

- **Maximizing Employee Productivity with 32ppm** print speed Full Color
- **Increasing your Scan Speed** to 150ppm in B&W + Color
- **Scan your large jobs with one pass** in the **50-sheet** single pass duplex document feeder
- **Spend less time refilling your paper trays with 1 x 250-sheet** adjustable tray, and a 50-sheet bypass tray
- **No Limitations** with the use of your mobile devices, MAC or PC computers, or USB
- **Multiple file types supported** such as PDF, Tiff, JPEG & Secured (Locked) PDF
- **Controlling Excessive Printing** with the implementation of user codes
- RICOH Always Current Controller for up to 5 years free
- Options Added:
 - Paper Feed Unit @ 500 Sheets
 - Low Cabinet / Console
 - 2 Additional RSI Licenses for a 4-year period added for ability to scan to Sharepoint



Financial Consideration

Consolidated Lease Plan: Upgrade 3 leases into 1

NEW 48 Month Plan: \$349.00 per mo

Equipment Included:

1 – RICOH IMC3510 with Paper Feed Unit, Internal Stapler Finisher and Hole Punch

2 – RICOH IMC320f's with Paper Feed Tray and Low Cabinet

2 – Additional Licenses of RSI (4-year subscription) this enables the RICOH's to scan to Sharepoint Directly from the MFP Control Panel

ADDITIONAL INCLUSIONS:

- **Roughly a 17% reduction from the RICOH State of Georgia Contract**
- Termination of 3 – Great America Leases. Account Numbers 1723416-000, 1753044-000 and 1794913-000
- Delivery, IT Setup and Installation
- Removal Existing units

Service Plan

Usage Only Maintenance Plan:

- IMC3510 B&W clicks billed at \$0.0065 (same at SOG Pricing)
- IMC3510 Color Clicks billed at \$0.0643 (same as SOG Pricing)
- IMC320F B&W clicks billed at \$0.01395 (reduced from SOG Pricing)
- IMC320F Color Clicks billed at \$0.0783 (reduced from SOG Pricing)

INCLUDES:

- All parts, supplies and labor. (Excludes only paper & staples)
- Remote & In-Person Support
- Automated Equipment Monitoring for Meter Readings & Service Error Reporting
- Preventative Maintenance at recommended Intervals
- Free shipping of toner



**Duplicating
Products**
SINCE 1974



QUESTIONS & FOLLOW UP ITEMS:

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Dean Snyder
Solutions Consultant
11 YEAR DPI Circle of Excellence Winner
9 YEAR DPI President's Club Winner
14 Years Tenure with DPI
29 Year Track Record with RICOH / SAVIN
29 Years Of Industry Experience!
Served our Country Proudly in the US Marines



Ready to move forward or Have
Questions?

Contact Dean Snyder @ 770.654.1083
or email dsnyder@duplicatingproducts.com

ITEM REPORT

AGENDA ITEM NUMBER: VIII.I.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: September 10, 2026

AGENDA ITEM: Duplicating Products, Inc. Sales Order # 36472 Maintenance Plan for three (3) multifunction copiers/printers for a period of forty-eight months.

EXECUTIVE SUMMARY:

The Sales Order provides for maintenance and supplies (excluding paper and staples) for three (3) multifunction copiers/printers and associated printing, maintenance, servicing, and supplies, excluding paper and staples.

IS THIS A BUDGETED ITEM?

Yes

FUNDING SOURCE:

General Fund

FISCAL IMPACT:

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED
IMC3510 BLACK	0.00650	0	Monthly
IMC320F BLACK	0.01395	0	
IMC3510 COLOR	0.06430	0	Monthly
IMC320F COLOR	0.07830	0	

ATTACHMENTS:

1. Duplicating Products Sales Order # 36472
2. Consolidated Proposal 8.10.2026

RECOMMENDATION:

The staff recommendation is approval of the sales order.

CONCURRENCES:

City Manager



SALES ORDER

P.O. Box 1548
Gainesville, GA 30503

Customer Number: **GV7206**
Customer PO: _____
Federal Tax ID# _____
Order Date: **08/26/2026**
Order #: **36472**
Sales Rep: **Dean Snyder**

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:			CUSTOMER INFORMATION SHIP TO (if different):		
CITY OF HOLLY SPRINGS 3235 HOLLY SPRINGS PKWY HOLLY SPRINGS, GA 30115			CITY OF HOLLY SPRINGS 3235 HOLLY SPRINGS PKWY HOLLY SPRINGS, GA 30115		
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL	
knorred@hollyspringsga.us	(770) 721-7502	Karen Norred	(770) 721-7502	knorred@hollyspringsga.us	
QTY	MODEL / DESCRIPTION		SERIAL NO.		
2	Ricoh IM C320F				
2	Ricoh Paper Feed Unit PB1210 (1 x 500 Sheets)				
2	Ricoh Low Cabinet Type A9				
1	Ricoh IM C3510				
1	Ricoh Internal Finisher SR3310 (500 sheet)				
1	Ricoh Punch Unit PU3100 NA				
1	Ricoh Paper Feed Unit PB3320 (2 x 550 Trays)				
1	RICOH RSI-2 Additional Devices 4 Year Subscription with Professional Services / Setup				
Leasing Company		Lease Type	Lease Term		Lease Payment
Great America		FMV 0 dn	48		\$349.00

NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

WARRANTY
N/A

AUTOMATED METER COLLECTION: ☐ Yes (initial)
if no, Email Address: _____

AUTOMATED TONER REPLENISHMENT: ☐ Yes (initial)

MAINTENANCE PLAN:						
METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
IMC3510 BLACK	0.00650	0	Monthly	Usage Only		
IMC320F BLACK	0.01395	0				
IMC3510 COLOR	0.06430	0	Monthly	Usage Only		
IMC320F COLOR	0.07830	0				

INCLUDES: ALL SERVICE AND SUPPLIES

EXCLUDES: PAPER & STAPLES

LEASE REMOVALS	Make/Model	Equip ID	Serial Number
	C255IF	21982	WKN03650
	C257I DX	29151	3CE12630
	IMC3500	28923	3111RC70817

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis. Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

NOTES:	Upon Execution of new lease, DPI will terminate existing GREAT AMERICA Lease Numbers 018-1794913-000, 018-1753044-000 & 018-1723416-000 and remove the above listed equipment at no cost to the customer. Thanks for your business! DAS
--------	--

Duplicating Products, Inc.

X

Authorized Signature

DEAN A SNYDER SAE 26 AUGUST 2026

Print Name and Title

Date

X

Authorized Signature

Print Name and Title

Date

TECHNOLOGY PROPOSAL for:



DEAN SNYDER

(770) 654-1083

DSnyder@DuplicatingProducts.com

Draft Proposal Submitted 10 August 2026

Valid 30 days on new equipment



WHY DUPLICATING PRODUCTS?



We are big enough to meet your needs and exceed your expectations, but small enough to truly care about your organization.

- Family-Owned Business – Celebrating 52 Years of Excellence since 1974
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Proposal to Replace Multiple Units at Lease End

Current Devices and Contract Details:

Machine/Lease 1: Administration Workroom

SAVIN IMC3500 ID 28923

Accessories: Internal Stapler, Punch and Paper Feed Unit

Leased July 2022 on a 4-Year Lease @ \$159.50 per month

Maintenance: BW Prints @ \$0.007475 (Increased at lease end)

Color Prints @ \$0.0667 (Increased at lease end)

Machine/Lease 2: Administration Front Office

CANON IRC255if ID 21982

Accessories: Paper Tray with Console

Leased December 2021 on a 4-Year Lease @ \$74.00 per month

Lease includes first 1,650 bw prints

Maintenance: Excess BW Prints @ \$0.0208

Color Prints @ \$0.0861

Machine/Lease 3: Municipal Building

CANON IRC257if ID 29151

Accessories: Paper Tray with Console

Leased August 2022 on a 4-Year Lease @ \$110.48 per month

Lease includes first 2,245 bw prints

Maintenance: Excess BW Prints @ \$0.0169 (Increased at lease end)

Color Prints @ \$0.0848 (Increased at lease end)



Proposed replacement for ID 28923

RICOH IMC3510 Series

- **Maximizing Employee Productivity with 35ppm** print speed Full Color
- **Increasing your Scan Speed** to 300ipm in B&W + Color
- **Scan your large jobs with one pass** in the 220-sheet single pass duplex document feeder
- **Spend less time refilling your paper trays with 4 x 550-sheet** adjustable trays, and a 100-sheet bypass tray
- **No Limitations** with the use of your mobile devices, MAC or PC computers, or USB
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- **Controlling Excessive Printing** with the implementation of user codes
- RICOH Always Current Controller for up to 5 years free
- Options Added:
 - Internal Finisher Stapler
 - 2/3 Hole Punch
 - Paper Feed Unit adding 2 x 550 Sheets



Proposed replacement for ID's 21982 & 2915

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Financial Consideration

Consolidated Lease Plan: Upgrade 3 leases into 1

NEW 48 Month Plan: \$349.00 per mo

Equipment Included:

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ADDITIONAL INCLUSIONS:

- **Roughly a 17% reduction from the RICOH State of Georgia Contract**
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INCLUDES:

- All parts, supplies and labor. (Excludes only paper & staples)
- Remote & In-Person Support
- Automated Equipment Monitoring for Meter Readings & Service Error Reporting
- Preventative Maintenance at recommended Intervals
- Free shipping of toner



**Duplicating
Products**
SINCE 1974



QUESTIONS & FOLLOW UP ITEMS:

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Dean Snyder
Solutions Consultant
11 YEAR DPI Circle of Excellence Winner
9 YEAR DPI President's Club Winner
14 Years Tenure with DPI
29 Year Track Record with RICOH / SAVIN
29 Years Of Industry Experience!
Served our Country Proudly in the US Marines



Ready to move forward or Have
Questions?

Contact Dean Snyder @ 770.654.1083
or email dsnyder@duplicatingproducts.com

ITEM REPORT

AGENDA ITEM NUMBER: VIII.J.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: September 10, 2026

AGENDA ITEM: A resolution (RES-20-2026) of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule.

EXECUTIVE SUMMARY:

A resolution of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. RES-20-2026 Master Fee Schedule Amendment

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

Finance and Administration

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE ADOPTED MUNICIPAL SERVICES MASTER FEE SCHEDULE; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia, seek to provide for the health, safety, and welfare of the general public; and

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia amend the fee schedule from time to time; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Municipal Services Master Fee Schedule as attached hereto as Exhibit “A”.

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Municipal Services Master Fee Schedule attached hereto as Exhibit “A,” shall be effective immediately.

This Resolution is adopted this 10th day of September 2026.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Amend the following:

Exhibit “A”

Type	Fee
Memorial Sign	\$100
<i>Depot Rental</i>	
2-Hour Rates – Monday - Thursday (no back-to-back rentals)	\$100

ITEM REPORT

AGENDA ITEM NUMBER: VIII.K.



FROM: Denise Lamazares, Finance Director

MEETING DATE: September 10, 2026

AGENDA ITEM: Addendum to i3 - Software and Services, LLC (i3) Agreement.

EXECUTIVE SUMMARY:

Currently, the Probation Department's only option for accepting credit card payments is in person. This limitation requires individuals who wish to make probation payments by credit card to appear in person at the Probation Department, which can create an additional burden for individuals who may otherwise be able to make their payments remotely.

The City currently utilizes I3 Verticals LLC to process online credit and debit card payments for the City's Court Department, including payments related to citations and fines. Under the existing payment processing arrangement, payments made online are processed electronically, and the City's funds are deposited directly into the City's bank account.

The proposed contract addendum would expand the City's existing payment processing services to include the Probation Department at no additional charge.

IS THIS A BUDGETED ITEM?

N/A

FUNDING SOURCE:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. I3 Verticals LLC Holly Springs Addendum

2. i3 - Software and Services, LLC (i3) Agreement

RECOMMENDATION:

The staff recommendation is approval of the pricing addendum to the existing I3 Verticals LLC contract.

CONCURRENCES:

Finance and Administration

PRICING ADDENDUM

Through this Pricing Addendum, i3 Verticals LLC., the successor company to CJT ("i3"), and City of Holly Springs ("Customer") hereby agree to amend and modify their agreement dated December 18th, 2025 (the "Agreement") as described below.

Intending to be legally bound, i3 and Customer agree to the following:

Customer agrees to utilization of the product EZ Orders for taking Probation (and other payments as needed) effective immediately upon this executed addendum.

There is no change in pricing for the City of Holly Springs.

Unless otherwise modified by this Pricing Addendum, the Agreement remains in full force and effect.

Customer: _____

i3

Signature

Signature

Name

Name

Title

Title

Date

Date

Cary Reno

I3 Internal Review



MASTER AGREEMENT

Effective as of December 18th, 2025 (the "Effective Date").

By and Between

i3 – Software and Services, LLC ("i3")

40 Burton Hills Blvd., Ste. 415

Nashville, TN 75482

And

City of Holly Springs

P.O. Box 990

Holly Springs, GA 30142

Attention: Kirk Raffield _____

Telephone No.: _____

E-mail Address: kirk@i3verticals.com _____

Attention: Donna Sanders _____

Telephone No.: 770-345-5538 _____

E-mail Address: dsanders@hollyspringsga.us _____

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

☐ WebJury Annex

☐ GFA, Payroll, Payroll Online Annex

☐ Clerk Connect Annex

☐ i-Ticket Annex

☐ uVisionPLUS PRO Annex

☐ Law Enforcement Annex

☒ CJT Case Management Annex

☒ GHS Collections Annex

☐ TrueSign Annex

☐ iLEMS Annex

☐ ODR Annex

☐ InterOP Annex

☒ EZCourt Pay Payment Platform

☐ Credit/Debit Payment Processing

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

The parties have executed this Master Agreement as of the Effective Date.

i3: Paul Maple
By: _____
Signature Paul Maple
Name: _____
Title: General Counsel
Date: 12/19/2025

Client: _____
By: Ryan P. Shirley
Signature
Name: Ryan P. Shirley
Title: Mayor
Date: December 15, 2025





GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
 - i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other device or mechanism. The Solutions are made available for use solely in the United States of America.

- iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
 - (b) **Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
 - (c) **Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
 - (d) **Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
 - (e) **Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
 - (f) **Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.
3. **Fees.** Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.

4. Term and Termination. Unless the applicable Annex provides otherwise:

- (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give

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notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse without

specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
- (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
- (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

7. Indemnity. i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnify the other Party for any losses to the extent they are caused by the actions or failure to act of the indemnified Party, including without limitation, the failure to take actions to mitigate such losses.

8. Insurance. i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.

9. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

- 10. Confidentiality.** Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.
- 11. Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.
- 13. Miscellaneous.**
- (a) **Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
 - (b) **Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
 - (c) **Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
 - (d) **Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.

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- (e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.
- (f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law.** This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Georgia, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction.

14. Definitions.

- (a) "Documentation" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) "Users" means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.
- (c) "Third Party Software" means software and services authored by a third party.

CJT Annex

This CJT Annex supplements the terms of the Master Agreement.

1. Definitions.

- a. "Application" means the web-based application, provided by CJT Software.
- b. "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- c. "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Client and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
- d. "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
- e. "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
- f. "Products" means the Application, Documentation and any hardware purchased by Client from CJT (the "Hardware").
- g. "Release" means either a Major Release or a Minor Release.

2. Support. CJT agrees to provide to Client the following support services with respect to the Application (collectively, the "Support Services"):

- a. CJT shall provide Client technical assistance by telephone or on-line with the integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms described below. Client shall designate no more than two (2) technical contacts to request and receive telephone or on-line support services from CJT as set forth below ("Support Contacts").
- b. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- c. CJT shall make available to Client from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its Clients. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- d. CJT shall not be responsible for: (i) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Client or any other person or entity of the Application or any portion thereof; (ii) Application or hardware other than the Application (or Hardware, to the extent Client has purchased maintenance services for the Hardware specified in an Attachment); (iii) failure by Client to install mandatory Error Corrections or Releases provided to Client by CJT from time to time; (iv) Application: Installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Client arising from the foregoing, such services shall be billed to Client as Additional Services (defined below); (v) In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the

failure of Client to properly network its computer systems. Access blockages caused by Client's own firewalls. or on any other basis (whether based on contract, tort, strict liability or otherwise).

3. Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405

Toll Free Office: 1-800-205-6943

Office Direct Dial: 1-770-720-9833

Fax: 1-770-720-9836

Support Email: cjtinfo@i3verticals.com

eBlvd Request for Support

Client Support Contacts:

Please list the email address and phone number of your designated individual/individuals below:

General Contact Information: _____

Program Issues/Support Contact: _____

DDS Transmissions: _____

Other: _____

4. Minimum System Requirements

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to meet Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com

onlinewarrant.com/Municipalcourtmanager.com

Windows 7 or better

6 GB RAM minimum

500 GB hard drive

Integrated 10/100/1000 Ethernet

21 inch monitor

High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up

Approved Internet Browser - IE or Google Chrome

TWAIN Compliant Scanners if utilizing document Imaging through CJT Software

Installation of Designated Remote Access Program of CJT's Choice*

*Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the Client, the Client shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or Client, to allow remote access for CJT support technicians.

5. Support Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Client and the time of day in which Client's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT's required response times are as follows:

<u>Priority Code</u>	<u>The client Impact</u>	<u>Initial Contact with Support Contact</u>
Level 1	Business Halted	Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: cjtinfo@i3verticals.com
Level 2	Business Impacted	Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: cjtinfo@i3verticals.com
Level 3	Non-Critical/Request	Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: cjtinfo@i3verticals.com

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Hardware or Application which prevents Client's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

Examples: Application system is down
 Hardware is not responding (if applicable)
 Server not operating (if applicable)
 Database corrupted
 Remote Devices, POS terminals or workstations not operating (if applicable)
 Error message(s) on server, manager's machine or POS terminals which reflect
 an Error which will halt Client's business (if applicable)

Level 2: Business Impacted: non-critical issues or questions that affects a person or group at Client's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples: Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.

Unless sooner terminated this agreement will commence on the Integration Date and continue in effect for an initial period of 5 years (60) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term.

Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.

I authorize i3Verticals, LLC dba CJT ("CJT") to electronically submit all releasable, unsealed, and otherwise unrestricted, traffic and criminal court records available to the public upon request in accordance with Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) for this court.

PRICING AND SOLUTIONS INFORMATION:

The City of Holly Springs is a current customer. The city currently uses the following services: Case Management software (TCM.net), Payment processing systems: Online Traffic, FeePay, Card Swipe. This agreement includes the aforementioned systems and Court Collection Services.

There is no immediate increase in the Per Paid Citation fee (PC Rate) of \$5.00 contingent that all services are utilized.

Pricing is subject to a 5% annual escalation after the initial 60-month term.

PC Rate - \$ 5.00

For internal use only: CR (Reviewer Initials)

EZCourtPay Annex

This EZCourtPay Annex supplements the terms of the Master Agreement.

1. LICENSE. In consideration for payment by Client to i3 of the applicable fee, i3 grants to Client a non-exclusive, non-transferable License to access and use web-based services and a call-in support center ("Services") in accordance with the terms and conditions of the Master Agreement and this Annex.

2. FEES. i3 will facilitate the payment of fines and fees from end users to Client, and i3 will collect from such end users an applicable service fee connection with the payment for its Services.

3. CLIENT RESPONSIBILITIES AND PERMITTED USE. Client is responsible for understanding the legal and regulatory requirements applicable to it and for selecting and using the Services and for procuring and using the Services in a manner that complies with the applicable legal and regulatory requirements. Client shall comply with all laws and regulations applicable to Client. Client permits i3 to disclose Client data to third party for purposes of performing Services.

4. TERM AND TERMINATION. Performance shall commence on the Effective Date and shall continue in full force and effect for a period of one year (the "Initial Term") unless earlier terminated as set forth below. Upon the expiration of the Initial Term or any subsequent Renewal Term, this Agreement will renew for additional one-year periods (each a "Renewal Term"), and, together with the Initial Term, collectively the "Term" unless either party notifies the other party in writing of its intent not to renew this Agreement at least 60 days prior to the end of the Term.

5. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.

RESOLV SERVICE AGREEMENT

This Resolv Service Agreement ("Agreement") is made and entered into as of December 18th, 2025 ("Effective Date") by and between City of Holly Springs - Municipal Court, acting herein by and through its governing body ("Client"), and i3 Verticals, LLC, dba Graves Humphries Stahl LTD ("GHS"). Client and GHS are each a "Party," and together "Parties."

Client is a court or government agency that desires and has authority to utilize GHS' Resolv services ("Services") for the recovery of payments for delinquent court fines, fees, court costs, restitution, obligations and other amounts owed to Client as permitted by O.C.G.A. § 15-21-12 ("Funds").

1. Referrals. Client will provide GHS all information necessary for the Services when Client determines that the payment of such Funds is delinquent and collectible under applicable law (each a "Referral"). GHS will provide the Services for each Referral.
2. Client Responsibilities. Client will provide GHS with GHS's preferred method of electronic access to the information necessary to provide the Services through adequate ports and necessary bandwidth.
3. Client Representations. Client represents and warrants that (a) Client will have complied with all procedural requirements for such Funds to be deemed a legally binding obligation of the defendant and collectible by Client under applicable law, and (b) this Agreement is executed on behalf of Client by an authorized individual and has all necessary approvals.
4. Compensation.
 - a. Client will pay GHS for each Referral:
 - i. 30% of the amount of Funds owed to Client by Georgia residents; and
 - ii. 40% of the amount of Funds owed to Client by non-Georgia residents.
 - b. GHS will invoice Client monthly. Client agrees to pay invoices within thirty (30) days.
5. Term. This Agreement will commence on the Effective Date and be in effect for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term"). Either party may terminate this Agreement by providing notice to the other in writing no less than ninety (90) days before the expiration of the then-current term. Client agrees that GHS will have an additional six (6) months following the termination date to complete work on all cases turned over to i3 prior to the notice of termination.
6. Warranty Disclaimer. GHS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. CLIENT AGREES THAT IN NO EVENT WILL GHS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS PROFITS OR REVENUE OR BUSINESS, EVEN IF GHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT FURTHER AGREES THAT THE MAXIMUM AMOUNT OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR GHS ARISING OUT OF THIS AGREEMENT WILL NOT BE GREATER THAN THE AMOUNT OF FEES PAID TO GHS UNDER THIS AGREEMENT.

8. Miscellaneous.

- a. This Agreement is not assignable by the Client without the written consent of GHS.
- b. This Agreement is made and is to be interpreted under the laws of the State of Georgia.
- c. This Agreement may be executed in any number of counterparts, and each counterpart will be deemed an original for all purposes. Electronic signatures will be binding and enforceable.
- d. Every provision of this Agreement is intended to be severable. If any term or provision is deemed by a court to be illegal, invalid, void or unenforceable for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability will not affect the validity and enforceability of the remainder of this Agreement, and this Agreement will be construed as if the illegal, invalid, void or unenforceable provision(s) had never been a part of this Agreement.
- e. This Agreement supersedes all prior oral and written agreements concerning services between the parties and can only be amended if done so in writing and signed by all parties.

AGREED TO:

GHS

Signature: Paul Maple
Print Name: Paul Maple
Title: General Counsel & Secretary
Date: 12/26/2025

CR

CLIENT

Signature: Ryan P. Shirley
Print Name: Ryan P. Shirley
Title: Mayor
Date: December 15, 2025



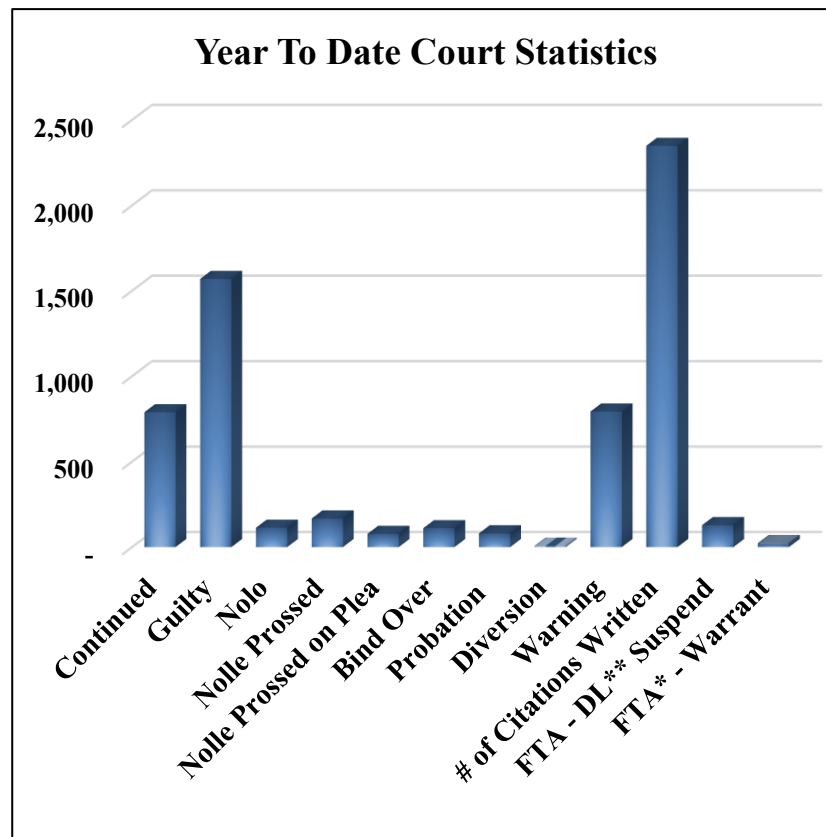


City of Holly Springs Court Statistics 2026 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	119	150	130	114	120	6	150	-	-	-	-	-	789
Guilty	177	261	312	242	271	34	272	-	-	-	-	-	1,569
Nolo	9	10	31	22	13	1	27	-	-	-	-	-	113
Nolle Prossed	17	32	16	12	41	13	36	-	-	-	-	-	167
Nolle Prossed on Plea	7	10	16	13	15	1	15	-	-	-	-	-	77
Bind Over	5	26	28	19	2	-	30	-	-	-	-	-	110
Probation	4	11	12	7	24	4	18	-	-	-	-	-	80
Diversion	0	1	1	2	-	-	4	-	-	-	-	-	8
Warning	154	136	177	109	100	64	53	-	-	-	-	-	793
# of Citations Written	419	340	394	426	300	234	235	-	-	-	-	-	2,348
FTA - DL** Suspend	17	11	30	27	12	18	13	-	-	-	-	-	128
FTA* - Warrant	5	2	8	1	1	3	3	-	-	-	-	-	23

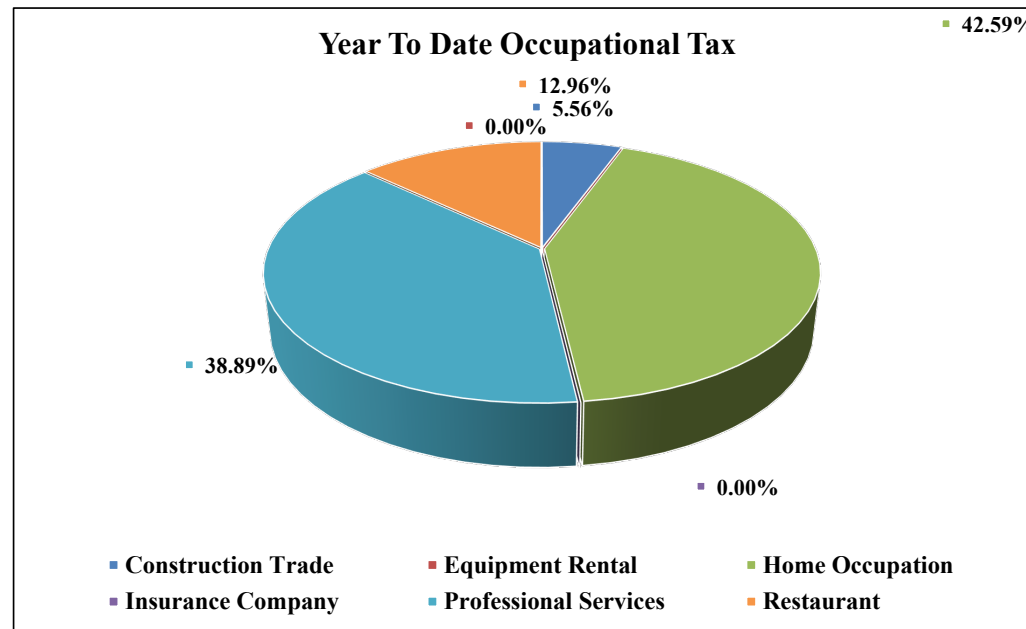
* Failure to Appear

** Driver's License



**City of Holly Springs
Occupational Tax Summary
2026 Year to Date**

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade		1	1	-	-	-	1	-	-	-	-	-	3	5.56%
Equipment Rental		-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	2	6	-	6	3	2	4	-	-	-	-	-	23	42.59%
Insurance Company		-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services		2	2	4	2	5	6	-	-	-	-	-	21	38.89%
Restaurant		2	-	3	1	-	1	-	-	-	-	-	7	12.96%
	2	11	3	13	6	7	12	-	-	-	-	-	54	100.00%

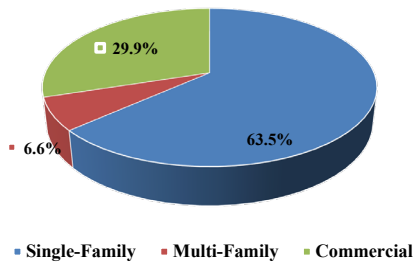




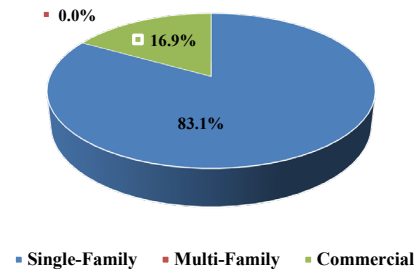
City of Holly Springs
Building Permits and Certificates of Occupancy
2026 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	6	4	10	8	3	7	1						39
Accessory Structures	1	3	6	4	6	1	5						26
Additions			2		1	2	2						7
Basement Buildouts		2			2	1							5
Mechanical		7	1	3	3	4	3						21
Plumbing	2	5	3	4	3	2	1						20
Electrical	1	3	2	3	1	2	2						14
Miscellaneous	6	4	7	11	5	13	2						48
Residential Fence		3	1	3	1	2	1						11
Certificates of Completion	4	6	5	8	6	14	7						50
Certificates of Occupancy	14	6	9	7	23	21	13						93
Multi-Family													
Townhomes			6	14									20
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy													0
Commercial													
New Structures			1			2							3
Addition-C													0
Tenant Build Outs	1	3	1	1	2	2	1						11
Accessory Structures			4										4
Mechanical													0
Plumbing													0
Electrical	1												1
Misc-C	3	13	4	1	3	12	1						37
Signs	1	1	4	3									9
Utilities	3	6	3	8	3		1						24
Commercial Fence						1							1
Certificates of Completion	1		1	12	3	1							18
Certificates of Occupancy		2	1	4		3	1						11

Year To Date Permits Issued



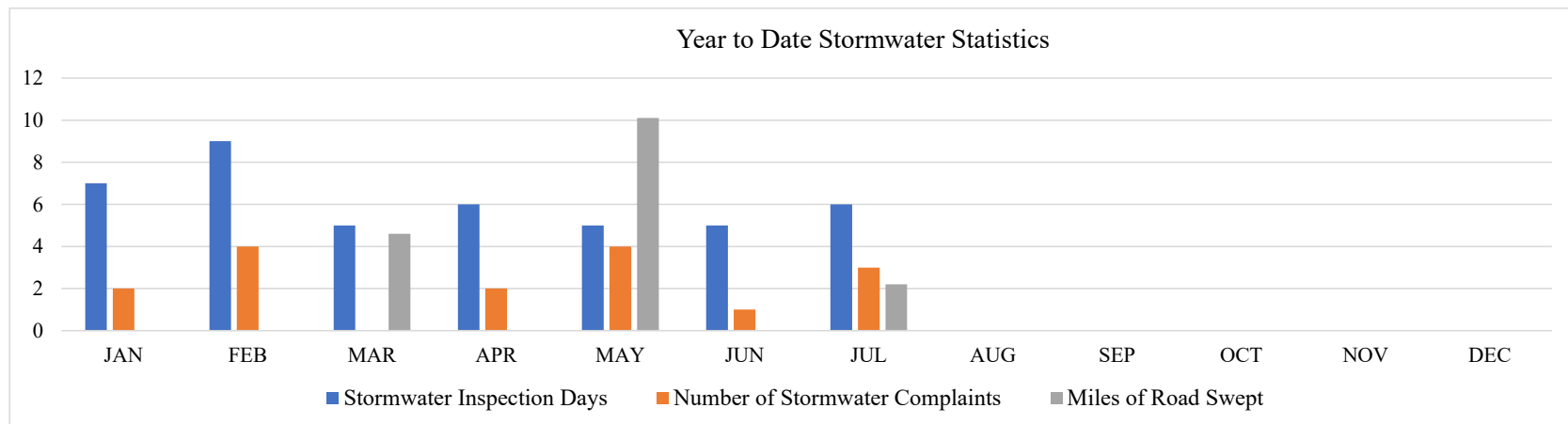
Year To Date Certificates of Occupancy Issued





City of Holly Springs Stormwater Statistics 2026 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	7	9	5	6	5	5	6						43
Number of Stormwater Complaints	2	4	0	2	4	1	3						16
Miles of Road Swept	0	0	4.6	0	10.1	0	2.2						16.9





**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Jun-26
Pot Hole Repair	0
Tree Service Work	7
ROW Mowing	62
Dead Animal Pick Up	0
Street Sweeping	0
Road Salting	0
Sign Maintenance	0
Litter Pickup	2
Stormwater maintenance	2
Traffic Signals	1
Equipment Maintenance	0
Misc. Work Orders	5
PARKS	
J.B. Owens	16
Barrett Park	16
Karen J. Barnett Park	13
J.C. Mullins	29
Monthly Totals	153